



**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

October 13, 2015

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: October 13, 2015 Approve (Pg. 4)**

**B Minutes: Special Meeting of September 29, 2015 Approve (Pg. 32)**

**C Directors' Per Diem: September 2015 Ratify (Pg. 41)**

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

**A Legislative and Regulatory Updates**

**B Water Supply Conditions and Drought Response (Pg. 47)**

**6. TREASURER**

**7. FACILITIES AND OPERATIONS**

**A Las Virgenes Scenic Corridor Completion Project: Grant of Easement to Southern California Edison (Pg. 55)**

Authorize the General Manager to execute a grant of easement to Southern California Edison for relocation of power poles as a part of the City of Calabasas Las Virgenes Scenic Corridor Completion Project.

**8. FINANCE AND ADMINISTRATION**

**A Approval of Management Unit and Supervisor, Professional and Confidential Unit Memorandums of Understanding: July 1, 2015 through June 30, 2018 (Pg. 66)**

Authorize the General Manager to execute Memorandums of Understanding with the Management Unit and Supervisor, Professional and Confidential Unit for a term of July 1, 2015 through June 30, 2018.

**B Change of CalPERS Employer Paid Member Contributions: SEIU Office and General Unit Employees (Pg. 111)**

Pass, approve and adopt proposed Resolution No. 2474, reducing the California Public Employees Retirement System Employer Paid Member Contributions for employees of the Service Employees International Union, Local 721, from 7% to 0%.

**RESOLUTION NO. 2474: A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR EMPLOYEES OF THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721**

(Reference is hereby made to Resolution No. 2474 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

**C Below-Ground Vault Access Cover Retrofit Program: Purchase Order (Pg. 114)**

Authorize the General Manager to issue a purchase order to Vault Access Solutions and Fabrication, in the amount of \$65,000, for completion of the purchase of custom vault covers to allow for completion of the Below-Ground Vault Access Cover Retrofit Program.

**9. NON-ACTION ITEMS**

**A Organization Reports**

(1) MWD Representative Report/Agenda(s) (Pg. 116)

- (2) Other

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

**C General Manager Reports**

- (1) General Business

- (2) Follow-Up Items

**D Director's Comments**

**10. FUTURE AGENDA ITEMS**

**11. 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

**12. CLOSED SESSION**

**A Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):**

1. San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.
2. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson

**13. 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: JAY LEWITT, TREASURER

Payments for Board Meeting of: October 13, 2015

Upon certification by the Treasurer the checks and wire transfers were correct and supporting documents available, it is recommended the following demands on the various funds be approved and payments authorized.

Wells Fargo Bank A/C No. 4806-9944448

Checks Nos. 70729 through 70866 were issued in the total amount of \$ 505,645.77

**Payments through wire transfers as follows:**

9/30/2015 Metropolitan Water Dist. Payment for water deliveries in the month of July 2015 \$ 1,522,770.82

Total wires \$ 1,522,770.82

Total payments \$ 2,028,416.59

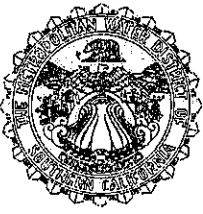
(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING  
10/13/15**

Company Name	Company No.	Check No. 70729 thru 70752 09/29/15	Check No. 70753 thru 70785 10/06/15	Check No. 70786 thru 70866 10/13/15	Total
		Amount	Amount	Amount	
Potable Water Operations	101	16,089.04	23,832.30	148,580.66	188,502.00
Recycled Water Operations	102				0.00
Sanitation Operations	130	1,574.25	1,095.20	8,290.23	10,959.68
Potable Water Construction	201				0.00
Water Conservation Construction	203				0.00
Sani- Construction	230				0.00
Potable Water Replacement	301	11,023.17		44,560.65	55,583.82
Reclaimed Water Replace	302				0.00
Sanitation Replacement	330				0.00
Internal Service	701	38,225.39	21,370.79	74,690.62	134,286.80
JPA Operations	751	19,842.71	30,976.30	60,142.62	110,961.63
JPA Construction	752				0.00
JPA Replacement	754	585.09		4,766.75	5,351.84
<b>Total Printed</b>		<b>87,339.65</b>	<b>77,274.59</b>	<b>341,031.53</b>	<b>505,645.77</b>

**Voided Checks/payment stopped:**

<b>Total Voids</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Total</b>		<b>87,339.65</b>	<b>77,274.59</b>	<b>341,031.53</b>	<b>505,645.77</b>



**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

July 2015	Page No. 1 of 1
Mailed: 08/10/2015	Due Date: 09/30/2015
Invoice Number: 8427	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	1,608.3

SALES	Type	Volume (AF)	Rate (\$ /AF)	Total ( \$ )
Full Service	Tier 1 Supply Rate	1,717.8	\$158.00	\$271,412.40
	System Access Rate	1,717.8	\$257.00	\$441,474.60
	Water Stewardship Rate	1,717.8	\$41.00	\$70,429.80
	System Power Rate	1,717.8	\$126.00	\$216,442.80
	Treatment Surcharge	1,717.8	\$341.00	\$585,769.80
SUBTOTAL				\$1,585,529.40

OTHER CHARGES AND CREDITS	Rate (\$ /AF)	
Conservation Debit/Credit	(\$240,090.00)	
Readiness To Serve Charge( Payment Schedule: M)	\$137,186.42	
Capacity Charge( Payment Schedule: M)	\$40,145.00	
SUBTOTAL		(\$62,758.58)

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Purchase Order Commitment (Jan 2015 to Dec 2024)	162,386.7			
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	11,710.0			
Tier 1 Annual Limit (For Current Calendar Year)	24,358.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	11,710.0	48.1		
Tier 1 Current Month Deliveries	1,717.8			
Capacity Charge			7/7/2011	43.4

<b>INVOICE TOTAL</b>	Volume AF	Amount Now Due
	<b>1,717.8</b>	<b>\$1,522,770.82</b>

Note: Amount Due is based on highlighted fields

Approved for Payment  
*David W. Pedersen* 08/12/15  
 David W. Pedersen, P.E.

Approved for Payment  
*David R. Lippman* 8/19/15  
 David R. Lippman

**P A I D**  
 wired @ 9/30/15 TEM 4A

Batch Number - 239919  
 Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
70729	09/29/15	16051	ACCURATE TELECOM INC.	50% DEP-ANALOG ASU	PV	141594	001	00701	4,769.70	Q3467-DEP
70730	09/29/15	17077	AECOM USA, INC.	50% DEP-REDNT MXE III CNTRL Payment Amount 7/4--8/28/15 LST HILLS RW RELOC 8/1--8/28/15 DRLK WSDR 7/4--8/28/15 5 MG TNK CNST SVC	PV	141532	001	00701	5,267.20 10,036.90 585.09 1,068.00 986.27	Q3575-DEP 37628928 37628929 37628931
70731	09/29/15	3077	AIRGAS USA, LLC	Payment Amount 9/15 CYLINDR RENT	PV	141534	001	00701	2,639.36 799.27	9929812457
70732	09/29/15	2669	All Payee 6658 AIRGAS USA, LLC P. O. BOX 7423 PASADENA CA 91109-7423	Payment Amount SRV 9/7--10/6/15 SRV 9/7--10/6/15 SRV 9/7--10/6/15 SRV 9/7--10/6/15 SRV 9/7--10/6/15 SRV 9/7--10/6/15 SRV 9/5--10/4/15 SRV	PV	141541	001	00130	99.56 66.51 32.76 402.23 199.12 115.81 115.81 84.43 19.80 237.05	2220/090715 0123/090715 0124/090715 2043/090715 2045/090715 7719/090715 7720/090715 7721/090715 0051/090515 0051/090515

Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Number	Key Item	Co	Amount	Invoice Number
	9/5-10/4/15								
	SRV			PV	141549	003	00101	88.84	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	004	00101	102.43	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	005	00101	954.08	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	006	00101	6,542.57	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	007	00101	1,244.57	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	008	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	009	00101	87.58	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	010	00101	1,086.41	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	011	00101	483.06	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	012	00101	1,283.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	013	00101	43.84	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	014	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	015	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	016	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	017	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	018	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	019	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	020	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	021	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	022	00101	87.42	0051/090515
	9/5-10/4/15								
	SRV			PV	141549	022	00101	87.42	0051/090515



Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Item	Co	Key	Amount	Invoice Number
				SRV 9/5-10/4/15	PV	141549	023	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	024	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	025	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	026	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	027	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	028	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	029	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	030	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	031	00101		87.42	0051/090515
				SRV 9/5-10/4/15	PV	141549	032	00101		43.71	0051/090515
				SRV 9/5-10/4/15	PV	141549	033	00101		43.71	0051/090515
				SRV 9/5-10/4/15	PV	141577	001	00751		87.42	4860/091415
				SRV 9/14-10/13/15	PV	141588	001	00701		87.42	4639/091415
				SRV 9/14-10/13/15	PV	141588	001	00701		87.42	4639/091415
				Payment Amount					15,213.12		
70733	09/29/15	2425	BANK OF AMERICA	VISA	PV	141550	001	00701		2,432.73	3071/090715
				CHG-F&A-AUG'15							
				5							
				VISA	PV	141551	001	00701		2,966.20	9885/090715
				CHG-F&A#2-AUG'15							
				VISA	PV	141552	001	00701		86.01	5832/090715
				CHG-CASPARY-AUG'15							
				VISA CHG-R	PV	141553	001	00701		3,424.40	4847/090715
				CNSRV-AUG'15							
				VISA CHG-R	PV	141554	001	00701		290.19	3954/090715
				CNSRV							
				N1-AUG'15							

Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment . . . Number	Date	Address Number	Name	Payment Slub Message	Document . . . Ty Number	Key Item Co	Amount	Invoice Number
				VISA CHG-R CNSRV	PV 141554 002 00701	002 00701	80.00	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 003 00701	003 00701	311.33	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 004 00701	004 00701	5.36	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 005 00701	005 00701	64.79	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 006 00701	006 00701	246.93	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 007 00701	007 00701	69.83	3954/090715
				N1-AUG'15				
				VISA CHG-R CNSRV	PV 141554 008 00701	008 00701	42.97	3954/090715
				N1-AUG'15				
				VISA CHG-MAINT-AUG	PV 141555 001 00751	001 00751	160.05	1302/090715
				'15				
				VISA CHG-MAINT-AUG	PV 141555 002 00751	002 00751	128.57	1302/090715
				'15				
				VISA CHG-MAINT-AUG	PV 141555 003 00751	003 00751	91.10	1302/090715
				'15				
				VISA CHG-MAINT-AUG	PV 141555 004 00751	004 00751	143.93	1302/090715
				'15				
				VISA CHG-MAINT-AUG	PV 141555 005 00751	005 00751	100.00	1302/090715
				'15				
				VISA CHG-OPS-AUG'1	PV 141556 001 00701	001 00701	686.66	7366/090715
				5				
				VISA CHG-OPS-AUG'1	PV 141556 002 00701	002 00701	105.72	7366/090715

Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Number	Item	Co	Key	Amount	Invoice Number
5					PV	141556	003	00701		109.20	7366/090715
				VISA CHG-OPS-AUG1							
5					PV	141558	001	00701		601.81	7941/090715
				VISA CHG-GUZMAN-AU G'15							
					PV	141559	001	00701		1,314.49	6656/090715
				VISA CHG-LEWITT-AU G'15							
					PV	141560	001	00701		30.00	2209/090715
				VISA CHG-LIPPMAN-A UG'15							
					PV	141561	001	00701		68.37	3713/090715
				VISA CHG-WTR DIST							
				N1-AUG'15							
					PV	141562	001	00101		840.00	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141562	002	00101		117.18	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141562	003	00101		163.00	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141562	004	00101		32.40	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141562	005	00101		107.50	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141562	006	00101		107.50	8102/090715
				VISA CHG-WTR DIST							
				N2-AUG'15							
					PV	141563	001	00701		411.40	0271/090715
				VISA CHG-PATTERSON -AUG'15							
					PV	141564	001	00701		862.54	2808/090715
				VISA CHG-PEDERSEN- AUG'15							
					PV	141565	001	00701		1,267.27	0663/090715
				VISA							

Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment . . . Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key itm Co	Amount	Invoice Number
				CHG-PETERSON-					
				AUG'15					
				VISA	PV	141589	001 00751	681.25	8721/090715
				CHG-RANCHO-AU					
				G'15					
				VISA	PV	141590	001 00751	458.58	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA	PV	141590	002 00751	60.22	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA	PV	141590	003 00751	44.84	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA	PV	141590	004 00751	193.72	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA	PV	141590	005 00751	179.72	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA	PV	141590	006 00751	823.11	2698/090715
				CHG-TAPIA-AUG					
				'15					
				VISA CHG-OPS	PV	141593	001 00701	113.03	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	002 00701	33.55	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	003 00701	725.00	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	004 00701	99.30	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	005 00701	433.82	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	006 00701	68.94	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	007 00701	415.00	2248/090715
				ADMN-AUG'15					
				VISA CHG-OPS	PV	141593	008 00701	34.85	2248/090715
				ADMN-AUG'15					
				VISA	PV	141598	001 00101	559.45	6218/090715
				CHG-ENG-AUG'1					

Batch Number - 239919  
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
70734	09/29/15	18992	CDW GOVERNMENT		PV	141591	001	00701	305.20	XX88305
				Payment Amount					22,393.81	
				2 VIEWSONIC MONITORS						
				2 VIEWSONIC MONITORS					8.00	XX88305
				3 VIEWSONIC MONITORS					457.80	XZ61243
				3 VIEWSONIC MONITORS					12.00	XZ61243
				Alt Payee 19010 CDW GOVERNMENT 75 REMITTANCE DR., SUITE 1515 CHICAGO IL 60675-1515						
				Payment Amount					783.00	
70735	09/29/15	2539	CITY OF SIMI VALLEY	PURCH WTR 7/9-9/9/15	PV	141579	001	00101	308.00	0092233515
				PURCH WTR 7/9-9/9/15					9,312.22	0092233521
				Payment Amount					9,620.22	
70736	09/29/15	18906	COAST TO COAST COMPUTER PRODUCTS	TONER CARTRIDGES	PV	141596	001	00701	2,444.65	A1372023
				Payment Amount					2,444.65	
70737	09/29/15	11330	DIAL SECURITY	9/6-9/11/15 DRGHT ENFRGMT	PV	141528	001	00701	654.04	257701
				9/6-9/11/15 DRGHT ENFRGMT					1,221.96	257701
				Payment Amount					1,876.00	
70738	09/29/15	8612	DURHAM SCHOOL SERVICES	8/1/15 TAPIA QRTLY TOUR	PV	141573	001	00751	374.71	91223525
				Payment Amount					374.71	
70739	09/29/15	18441	EMPLOYEE RELATIONS NETWORK	BCKGRND CHECKS-3 EMPYEEES	PV	141567	001	00701	350.05	72376
				Payment Amount					350.05	
70740	09/29/15	2658	FEDERAL EXPRESS CORP	1 PKG DEL 9/10/15	PV	141535	001	00701	58.21	5-164-15401
				Payment Amount					58.21	
70741	09/29/15	19146	LOURDES	REIMB-LCWERC	PV	141570	001	00701	98.86	091615

ITEM 4A

Batch Number - 239919

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
70742	09/29/15	6770	FIGUEROA	WRKSHR 9/16 Payment Amount 8/27-9/15/15	PV	141597	001 00701	98.86 442.41	2745758-0283-
			INDUSTRIES	SHOP DISP					1
70743	09/29/15	2789	6771 G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065	MGMT UNIT NGT P/E 8/31/15	PV	141566	001 00701	747.50	1409745
70744	09/29/15	17295	LIEBERT CASSIDY WHITMORE	Payment Amount PSTG MCHN 9/9-10/8/15	PV	141586	001 00701	221.98	N5511059
70745	09/29/15	2302	MAILFINANCE OFFICE DEPOT	Payment Amount MISC OFFICE SUPPLIES	PV	141581	001 00701	633.98	791090503001
				LENS CLEANR&WPES	PV	141582	001 00701	120.71	791090783001
				1000VA AVR LCD 120V	PV	141583	001 00701	342.17	791090784001
				WALL NAME PLATES	PV	141584	001 00701	76.78	791105582001
70746	09/29/15	10643	JEFF REINHARDT	Payment Amount REIMB EXP-ACWA/LEG	PV	141568	001 00701	1,173.64 271.00	091615
70747	09/29/15	17174	ROTH STAFFING COMPANIES, LP	Payment Amount 8/24-8/28/15 E.M.AGUILAR	PV	141575	001 00701	799.20	13175451
				9/8-9/11/15 E.M.AGUILAR	PV	141576	001 00701	589.41	13179937
				8/31-9/4/15 E.M.AGUILAR	PV	141587	001 00701	799.20	13177002
70748	09/29/15	2958	SOUTHERN CALIFORNIA GAS CO	Payment Amount CONDUIT 7/22-8/20/15	PV	141572	001 00101	14.30 2,187.81	8400/092115
70749	09/29/15	19379	ANDREW SPEAR	Payment Amount REIMB	PV	141569	001 00701	68.69	091615

ITEM A

Batch Number - 239919  
Bank Account - 00146807 Cash-General

Payment . . . Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key Item Co	Amount	Invoice Number
EXP-LCWERC									
WRKSHR 9/16									
				Payment Amount				68.69	
70750	09/29/15	4595	THE COPY DEPARTMENT	WLK DAM REPORTS	PV	141571	001 00701	123.70	1485914
				Payment Amount				123.70	
70751	09/29/15	10225	US EQUIPMENT CO., INC.	RPR AIR COMPR@GALLERY#	PV	141599	001 00701	806.50	83241-1
				1					
				RPR AIR COMPR@GALLERY#	PV	141600	001 00751	1,989.10	83753-1
				1					
				Payment Amount				2,795.60	
70752	09/29/15	18521	WALTON MOTORS & CONTROLS, INC.	RPR 60 HP DC MOTR	PV	141585	001 00701	12,604.86	37081
				Payment Amount				12,604.86	
				Total Amount of Payments Written				87,339.65	
				Total Number of Payments Written				24	

Batch Number - 240257  
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
70753	10/06/15	19269	ACC BUSINESS	INTERNET	PV	141758	001	00701	960.56	152557899
				8/11-9/10/15						
				SCADA MPLS LINES	PV	141770	001	00130	480.73	152569557
				8/11-9/10/15						
				SCADA MPLS LINES	PV	141770	002	00130	515.85	152569557
				8/11-9/10/15						
				SCADA MPLS LINES	PV	141770	003	00130	480.58	152569557
				8/11-9/10/15						
				SCADA MPLS LINES	PV	141770	004	00130	515.85	152569557
				8/11-9/10/15						
				SCADA MPLS LINES	PV	141770	005	00130	480.73	152569557
				8/11-9/10/15						
				Payment Amount				3,434.30		
70754	10/06/15	3077	AIRGAS USA, LLC	5 SAFETY GLASSES	PV	141654	001	00701	35.53	9043414456
			Alt Payee							
			6658 AIRGAS USA, LLC							
			P. O. BOX 7423							
			PASADENA CA 91109-7423							
				Payment Amount				35.53		
70755	10/06/15	13335	AQUALINE, INC.	15 LILY PAD SKIMMERS	PV	141636	001	00701	277.95	9453
				FREIGHT	PV	141636	002	00701	25.00	9453
				Payment Amount				302.95		
70756	10/06/15	2869	AT&T	SRV	PV	141759	001	00101	87.42	2150/092015
				9/20-10/19/15						
				SRV	PV	141760	001	00701	443.33	0119/092215
				9/22-10/21/15						
				SRV	PV	141761	001	00101	155.57	0210/092315
				9/23-10/22/15						
				SRV	PV	141762	001	00701	94.70	1984/092315
				9/23-10/22/15						
				SRV	PV	141763	001	00101	87.42	5388/092315
				9/23-10/22/15						
				SRV	PV	141764	001	00101	90.57	2430/092315
				9/23-10/22/15						



Batch Number - 240257  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm Co	Amount	Invoice Number
				SRV	PV	141765	001 00101	87.42	7426/092315
				9/23--10/22/15					
				SRV	PV	141766	001 00101	85.57	0192/092515
				9/25--10/24/15					
				Payment Amount			1,132.00		
70757	10/06/15	7770	AUTOMATIONDIR ECT.COM	3 TIMER	PV	141639	001 00751	145.50	6413375
				ON-DELAY					
				Payment Amount			145.50		
70758	10/06/15	7965	B&B PALLET CO.	55 YDS WOOD	PV	141682	001 00701	638.00	113907
				CHIPS					
				55 YDS WOOD	PV	141683	001 00701	638.00	113908
				CHIPS					
				55 YDS WOOD	PV	141684	001 00701	638.00	113909
				CHIPS					
				55 YDS WOOD	PV	141685	001 00701	638.00	113910
				CHIPS					
				55 YDS WOOD	PV	141686	001 00701	638.00	042094
				CHIPS					
				55 YDS WOOD	PV	141687	001 00701	638.00	114035
				CHIPS					
				55 YDS WOOD	PV	141688	001 00701	638.00	114036
				CHIPS					
				Payment Amount			4,466.00		
70759	10/06/15	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	SEP-15 DESG	PV	141662	001 00701	105.00	57891
				OP SITE VISIT					
				Payment Amount			105.00		
70760	10/06/15	5610	CALIFORNIA MUNICIPAL STATISTICS, INC.	DEBT	PV	141641	001 00701	475.00	15090203
				STMT-6/30/15					
				Payment Amount			475.00		
70761	10/06/15	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	ALLN BRDLY	PV	141652	001 00701	644.84	9009-721638
				1100 PLC					
				FREIGHT	PV	141652	002 00701	6.34	9009-721638
				DISCOUNT-ALLN	PD	141653	001 00751	8.87-	9009-721638
				BRDLY 1100 PLC					
				4 SPST	PV	141659	001 00701	100.34	9009-721618

Batch Number - 240257

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				PHOTOCNTL							
				DISCOUNT-4	PD	141660	001	00130		1.72	9009-721618
				SPST							
				PHOTOCNTL							
				3 HEATERS	PV	141661	001	00701		77.67	9009-722001
				Payment Amount						818.60	
70762	10/06/15	2605	DELTA PACIFIC INDUSTRIES	WINDSHLD WSHR	PV	141650	001	00701		40.47	3975
				FLUID							
				WINDSHLD WSHR	PV	141651	001	00701		456.75	3975
				FLUID							
				Payment Amount						499.22	
70763	10/06/15	3515	DWYER INSTRUMENTS, INC.	5 ROTAMETERS	PV	141638	001	00751		237.42	04022998
				Payment Amount						237.42	
70764	10/06/15	8173	EXCEL PRINT RESOURCES	LIPPMAN&PEDER	PV	141658	001	00701		63.22	2381
				SEN BUS CARDS							
				Payment Amount						63.22	
70765	10/06/15	2658	FEDERAL EXPRESS CORP	2 PKGS DEL	PV	141649	001	00701		67.41	5-171-68948
				9/17&9/18/15							
				Payment Amount						67.41	
70766	10/06/15	2655	FERGUSON ENTERPRISES	10 UTILITY PUMPS	PV	141634	001	00701		290.38	0526779
				2 FLGXFLG DI	PV	141643	001	00701		408.61	0527244
				SPOOL							
				Alt Payee							
				3207 FERGUSON ENTERPRISES, INC. #1083							
				FILE 56809							
				LOS ANGELES CA 90074-6809							
				Payment Amount						698.99	
70767	10/06/15	2701	GRAINGER, INC.	ELEC SAFETY EQUIP	PV	141640	001	00751		212.98	9833166276
				Alt Payee							
				5453 GRAINGER, INC.							
				DEPT 805178142							
				PALATINE IL 60038-0001							
				Payment Amount						212.98	
70768	10/06/15	2611	LA DWP	RECTIFIER	PV	141655	001	00101		40.97	557160/092315
				8/24--9/22/15							
				RECTIFIER	PV	141656	001	00101		36.42	851260/092415
				8/24--9/23/15							
				Payment Amount						77.39	

ITEM 4A

Batch Number - 240257

Bank Account - 00146807 Cash-General

Payment . . . . . Number Date	Address Number	Name	Payment Stub Message	Document . . . . . Ty Number	Key Item Co	Amount	Invoice Number
70769 10/06/15	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	TAPIA 7/9--9/14/15	PV 141730	001 00751	436.25	1760/092315
			RLV 7/9--9/14/15	PV 141731	001 00751	235.33	2090/092315
			BLDG#1 7/9--9/14/15	PV 141732	001 00101	218.00	2620/092315
			BLDG#8 7/9--9/14/15	PV 141733	001 00701	222.62	2647/092315
			BLDG #8 FIRE PRTC 7/9--9/14/15	PV 141734	001 00701	7.50	2650/092315
			BLDG #7 FIRE PRTC 7/9--9/14/15	PV 141735	001 00701	7.50	2654/092315
			BLDG#2 7/9--9/14/15	PV 141736	001 00701	254.59	2658/092315
			RLV FARM 7/9--9/14/15	PV 141737	001 00751	64.83	2080/092315
			BLDG#7 7/9--9/14/15	PV 141738	001 00701	445.45	2656/092315
			JED SMITH P/S 7/27--9/8/15	PV 141739	001 00101	23.36	0254/091615
			WLK 8/18--9/23/15	PV 141740	001 00101	220.31	0909/093015
			WLK 8/18--9/23/15	PV 141741	001 00101	134.13	0907/093015
			EQUESTRN TNK 8/13--9/22/15	PV 141742	001 00101	228.64	0896/093015
			Payment Amount CELL PHN EXP-8/4--9/3/1 5		2,508.51 001 00701	71.00	7898/090715
70770 10/06/15	3483	DAVID LIPPMAN					
			Payment Amount PARCL DATA, LCL ROLL, TAX&SHIP		71.00 001 00701	367.33	100615
70771 10/06/15	2798	LOS ANGELES COUNTY ASSESSOR					
			Payment Amount NPPLS, GRS GUN, ZIP TIES		367.33 001 00701	344.68	38814176
70772 10/06/15	2814	MCMMASTER-CARR SUPPLY CO					

ITEM 4A

Batch Number - 240257  
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
				FREIGHT	PV	141637	004	00701	8.47	38814176
			Alt Payee							
		3197	MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690							
				Payment Amount					353.15	
70773	10/06/15	2839	MOTION INDUSTRIES, INC.	HYD HOSE ENDS	PV	141744	001	00701	172.83	CA22-596315
				HI-PWR V BELTS	PV	141745	001	00701	46.93	CA22-596313
			Alt Payee							
		10317	MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074							
				Payment Amount					219.76	
70774	10/06/15	20008	MYERS RANCHES LLC	REFUND-PPC DEP 9/11/15	PV	141769	001	00701	8,820.00	R03993550
				Payment Amount					8,820.00	
70775	10/06/15	18905	NATIONAL ASSOC. OF CLEAN WATER AGENCIES	MBRSHIP DUES 10/15--9/16	PV	141689	001	00701	5,110.00	46275
				Payment Amount					5,110.00	
70776	10/06/15	15824	OUTBACK FOOTWEAR	PRCTV FTWR-S.BAIRD	PV	141648	001	00701	213.91	27325
				Payment Amount					213.91	
70777	10/06/15	20002	PETTY CASH - SUSAN BROWN	PETTY CASH 7/13--9/21/15	PV	141757	001	00701	243.77	092115
				Payment Amount					243.77	
70778	10/06/15	8484	PRAXAIR DISTRIBUTION, INC	9/15 CYLINDER RNTL	PV	141746	001	00701	132.19	53757678
				9/15 CYLINDER GAS	PV	141747	001	00701	320.34	53725429
			Alt Payee							
		8898	PRAXAIR DISTRIBUTION INC. DEPT. LA.21511 PASADENA CA 91185-1511							
				Payment Amount					452.53	
70779	10/06/15	19083	SOLARCITY - AU SOLAR 1 (GS1)	RW P/S 8/1--8/31/15 SOLAR	PV	141647	001	00751	23,404.08	9133440-00-01

ITEM 4A

Batch Number - 240257  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Name	Address Number	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
70780	10/06/15	SOUTHERN CALIFORNIA TROPHY COMPANY	8645	ANNIV GIFTS-J.M. & J.U.	PV	141642	001	00701	330.07	090196-15
									23,404.08	
70781	10/06/15	SOUTHERN CALIFORNIA WATER COMMITTEE, INC	17375	ANLN.MBRSHF FY15-16	PV	141646	001	00701	850.00	26668
70782	10/06/15	WALTERS WHOLESAL ELECTRIC CO.	17445	(4) 600V FUSES	PV	141657	001	00101	157.62	3366381-00
									850.00	
Alt Payee 17535 WALTERS WHOLESAL ELECTRIC CO. P. O. BOX 91929 LONG BEACH CA 90809-1929										
70783	10/06/15	WATER & SANITATION SRV.AVENTURA COUNTY	3025	PURCH WTR 8/18-9/15/15	PV	141767	001	00101	19,876.35	1123988
									157.62	
70784	10/06/15	WESTOAKS GLASS & MIRROR, INC.	18051	RESEAL FRAME&GLASS@O PS BLDG	PV	141644	001	00751	225.00	44417
									19,876.35	
70785	10/06/15	WHITE NELSON DIEHL EVANS LLP	18561	REG-TAX SEMINAR 12/10 DP	PV	141768	001	00701	325.00	TAXSEMNR'15
									225.00	
									975.00	TAXSEMNR/15
									1,300.00	
									77,274.59	
Total Amount of Payments Written										33
Total Number of Payments Written										33

Batch Number - 240262

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key ltm	Key Co	Amount	Invoice Number
70786	10/13/15	19800	A. BATES GC INC.	PMT#1-PW PR ST REHAB 5% RETENTION-PMT #1	PV	141709	001	00701	7,900.00	10590#1
70787	10/13/15	19977	JEANNIE ABRAHAM	PMT#2-PW PR ST REHAB 5% RETENTION-PMT #2	PV	141711	001	00701	37,000.00	10590#2
70788	10/13/15	19993	ALEXANDER'S CONTRACT SERVICES, INC.	TURF RMVL REBATE Payment Amount	PV	141607	001	00101	3,280.00	2161124
70789	10/13/15	14518	ALL AMERICAN ASPHALT	MTR READ SRV 9/1-9/23/15 Payment Amount	PV	141703	001	00701	14,382.19	100753
70790	10/13/15	19978	FRANK ANNINO	RFND BAL - CLOSED A/C Payment Amount	PV	141627	001	00101	1,113.12	9998522
70791	10/13/15	7965	B&B PALLET CO.	TURF RMVL REBATE Payment Amount	PV	141608	001	00101	650.00	630418
				55 YDS WOOD CHIPS	PV	141690	001	00701	638.00	114037
				55 YDS WOOD CHIPS	PV	141691	001	00701	638.00	114038
				55 YDS WOOD CHIPS	PV	141692	001	00701	638.00	114039
				55 YDS WOOD CHIPS	PV	141693	001	00701	638.00	681305
				55 YDS WOOD CHIPS	PV	141694	001	00701	638.00	114040
				55 YDS WOOD CHIPS	PV	141695	001	00701	638.00	114041
				55 YDS WOOD CHIPS	PV	141696	001	00701	638.00	114042
				55 YDS WOOD CHIPS	PV	141697	001	00701	638.00	114043

Batch Number - 240262  
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
				55 YDS WOOD	PV	141698	001	00701	638.00	114044
				CHIPS						
				55 YDS WOOD	PV	141699	001	00701	638.00	114045
				CHIPS						
				Payment Amount				6,380.00		
70792	10/13/15	19979	RUSSELL BEHJATNIA	TURF RMVL	PV	141609	001	00101	6,482.00	560048
				REBATE						
				Payment Amount				6,482.00		
70793	10/13/15	2443	BENNER & CARPENTER	SRVYNG	PV	141538	001	00101	3,090.00	11768
				SRV@CHESEBRO RD						
				Payment Amount				3,090.00		
70794	10/13/15	16639	ALAN BRICKLIN	TURF RMVL	PV	141605	001	00101	1,312.00	260394
				REBATE						
				Payment Amount				1,312.00		
70795	10/13/15	19980	THERESA COMBS	TURF RMVL	PV	141610	001	00101	1,144.00	830678
				REBATE						
				Payment Amount				1,144.00		
70796	10/13/15	16527	CYBERNETICS	11/15-11/16	PV	141670	001	00701	10,205.00	791083
				MAINT SVC						
				Payment Amount				10,205.00		
70797	10/13/15	19984	LARRY DEEDS	TURF RMVL	PV	141675	001	00101	2,328.00	650598
				REBATE						
				Payment Amount				2,328.00		
70798	10/13/15	3498	DEPT. OF WATER & POWER - CITY OF LA	SWR LN PRMT	PV	141537	001	00130	500.00	GA78323
				OCT15-16						
				Payment Amount				500.00		
70799	10/13/15	4748	E.S.R.I. INC.	10/15-10/16	PV	141669	001	00701	25,000.00	93033591
				SW MAINT						
				TAX						
				Payment Amount				27,243.93		
70800	10/13/15	2654	FAMCON PIPE	2 VIC #60 CAP	PV	141668	001	00701	381.50	173027
				HYD ADPTR, VLV, FLG&SDL						
				Payment Amount				3,916.37		
70801	10/13/15	19981	DAVID FISCHER	TURF RMVL	PV	141611	001	00101	2,016.00	680838
				REBATE						
				Payment Amount				2,016.00		
70802	10/13/15	19970	ELLEN FRANCISCO	RFND BAL - CLOSED A/C	PV	141628	001	00101	28.22	072074

ITEM 4

Batch Number - 240262

Bank Account - 00145807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
70803	10/13/15	19995	TYLER FUREK	Payment Amount TURF RMVL	PV	141676	001	00101	2,070.00	830826
				REBATE					28.22	
70804	10/13/15	12420	JILL GAINES	Payment Amount TURF RMVL	PV	141602	001	00101	4,592.00	260420
				REBATE					2,070.00	
70805	10/13/15	7251	GENERAL PAVEMENT MANAGEMENT	Payment Amount RFND BAL - CLOSED A/C	PV	141624	001	00101	998.48	9998492
				Payment Amount SHOVELS	PV	141536	001	00701	998.48	9838789791
70806	10/13/15	2701	GRAINGER, INC.	Payment Amount PISTON AIR COMPRSSR PAINT&CHALK MARKING	PV	141539	001	00701	517.97	9839589448
				Payment Amount TURF RMVL	PV	141540	001	00701	313.39	9838789809
			Alt Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001	Payment Amount TURF RMVL	PV	141612	001	00101	1,828.00	2180498
70807	10/13/15	19982	LAWRENCE GREEN	REBATE					1,592.29	
70808	10/13/15	19983	PETER GROSSMAN	Payment Amount TURF RMVL	PV	141613	001	00101	3,336.00	180418
				REBATE					1,828.00	
70809	10/13/15	19996	ROBERT HAUKOOS	Payment Amount TURF RMVL	PV	141677	001	00101	20,698.00	700548
				REBATE					3,336.00	
70810	10/13/15	19114	HAZEN AND SAWYER	Payment Amount PROF SRV-AUG'15	PV	141785	001	00751	15,403.50	20019-001-3
				Payment Amount TURF RMVL	PV	141678	001	00101	696.00	230266
70811	10/13/15	19997	CYNTHIA HOLLOSHENKIN	REBATE					15,403.50	
70812	10/13/15	19971	ICO AGOURA CANWOOD, LLC	Payment Amount RFND O/P BAL-OPEN A/C	PV	141623	001	00101	390.00	068702
				Payment Amount SEP'15 RCRDS	PV	141782	001	00701	390.00	LVMWD-201509

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Batch Number - 240262

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itrm	Key Co	Amount	Invoice Number
			CONSULTING, LLC	MGMT SVC						
70814	10/13/15	3083	JCI JONES CHEMICALS, INC	Payment Amount 4,345 GAL BISULFITE	PV	141700	001	00701	5,005.00 5,778.85	668364
70816	10/13/15	19984	FEREYDOON KIA	Payment Amount TURF RMVL REBATE	PV	141614	001	00101	4,623.24 1,132.00	230084
70817	10/13/15	19985	MICHELLE KLEYNBERG	Payment Amount TURF RMVL REBATE	PV	141615	001	00101	2,996.00	751147
70818	10/13/15	19199	VERA KLEYNBERG	Payment Amount RFND BAL - CLOSED A/C	PV	141625	001	00101	2,996.00 236.56	660432-067926
70819	10/13/15	16412	KOPPL PIPELINE SERVICES, INC.	Payment Amount 2" HOT TAP CINNCTN	PV	141667	001	00701	375.00	15262
70820	10/13/15	19986	MANOOCHHEHR KOUKHAB	Payment Amount TURF RMVL REBATE	PV	141616	001	00101	375.00 6,000.00	380400
70821	10/13/15	19987	MAUREEN KOZMA	Payment Amount TURF RMVL REBATE	PV	141617	001	00101	6,000.00 6,000.00	370400

ITEM 4A

Batch Number - 240262

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							Item	Co		
70822	10/13/15	19988	CARLOS LLUCH	TURF RMVL REBATE	PV	141618	001	00101	4,846.00	760185
Payment Amount 6,000.00										
70823	10/13/15	5594	McCARTY & SONS TOWING	JR 450C BLDZR TOW	PV	141664	001	00751	330.00	200983
Payment Amount 4,646.00										
70824	10/13/15	19998	MITCHELL MANDELL	TURF RMVL REBATE	PV	141679	001	00101	1,790.00	670324
Payment Amount 330.00										
70825	10/13/15	19999	FRANK MICELOTTA	TURF RMVL REBATE	PV	141680	001	00101	2,056.00	830292
Payment Amount 1,790.00										
70826	10/13/15	8890	HAMID MISSAGHI	TURF RMVL REBATE	PV	141601	001	00101	2,218.00	270274
Payment Amount 2,056.00										
70827	10/13/15	19026	MNS ENGINEERS, INC.	AUG'15 CHNL MXNG IMPRV	PV	141729	001	00701	568.75	65997
Payment Amount 2,218.00										
70828	10/13/15	18940	MP PRINTING & MAILING	CRRNT FLW#5 ENVELOPES	PV	141748	001	00701	881.12	58893
Payment Amount 568.75										
70829	10/13/15	2365	MSO TECHNOLOGIES	AUG'15 5 MG TNK SRV	PV	141751	001	00701	1,405.65	5026
Payment Amount 5,878.18										
70830	10/13/15	19989	JULIANNE NEWSOME-EDELS TEIN	PROP 218 NOTICE MAIL SRV	PV	141750	001	00101	1,122.21	58741
Payment Amount 7,881.51										
70831	10/13/15	17411	OAKS DRAIN SERVICE	DRAIN CLEANING@RLV	PV	141756	001	00751	750.00	32371
Payment Amount 1,405.65										
70832	10/13/15	15469	OLYMPIC PAINTING CO.	POLYURETHN VARNISH@HQ PAINT IRON	PV	141722	001	00701	2,000.00	10607
Payment Amount 750.00										

ITEM 4A

Batch Number - 240262

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
FENCES@EQUEST										
70833	10/13/15	19972	JAMES PEARSON	Payment Amount	PV	141629	001	00101	2,700.00	
				RFND BAL -					15.95	028074
				CLOSED A/C						
70834	10/13/15	16490	BELARMINA PFLAUM	Payment Amount	PV	141604	001	00101	15.95	
				TURF RMVL					918.00	1080800
				REBATE						
70835	10/13/15	19990	CHARLENE PUYDA	Payment Amount	PV	141620	001	00101	918.00	
				TURF RMVL					3,388.00	341604
				REBATE						
70836	10/13/15	2905	RAIN FOR RENT	Payment Amount	PV	141786	001	00751	3,388.00	
				4 SPRNKLR					371.32	039504600
				DUAL NOZZLES						
All Payee 3200 RAIN FOR RENT										
FILE 52541										
LOS ANGELES CA 90074-2541										
70837	10/13/15	19991	RUTH ROSENFELD	Payment Amount	PV	141621	001	00101	371.32	
				TURF RMVL					6,742.00	2081055
				REBATE						
70838	10/13/15	4841	ROY ALLAN SLURRY SEAL INC	Payment Amount	PV	141626	001	00101	6,742.00	
				RFND BAL -					1,126.64	9998502
				CLOSED A/C						
70839	10/13/15	2920	S & S PAVING	Payment Amount	PV	141705	001	00101	1,126.64	
				RFND BAL -					1,289.29	9998532
				CLOSED A/C						
70840	10/13/15	19308	SALVATORE SCARPATO	Payment Amount	PV	141606	001	00101	1,289.29	
				TURF RMVL					1,580.00	1100482
				REBATE						
70841	10/13/15	16437	LAUREEN/RONAL D SHIFMAN	Payment Amount	PV	141674	001	00101	1,580.00	
				TURF RMVL					16,308.00	2160272
				REBATE						
70842	10/13/15	19992	JOSEPH SHULMAN	Payment Amount	PV	141622	001	00101	16,308.00	
				TURF RMVL					2,908.00	860542
				REBATE						
70843	10/13/15	20001	IVY SHUMAN	Payment Amount	PV	141706	001	00101	2,908.00	
				RFND BAL -					9.48	066185
				CLOSED A/C						
				Payment Amount					9.48	

ITEM 4A

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
70844	10/13/15	19973	JOHNSASKIA ST CLAIR	RFND BAL - CLOSED A/C	PV	141630	001	00101	18.97	054834
				Payment Amount					18.97	
70845	10/13/15	14479	STEPHEN'S VIDEO PRODUCTIONS	SEP'15 LV BRD MTG VID RCRD	PV	141783	001	00701	1,635.00	9-30-15
				9/1/15 JPA MTG VID RCRD	PV	141784	001	00751	545.00	9-29-15
				Payment Amount					2,180.00	
70846	10/13/15	18588	STRIKING VIKING STORY PIRATES, LLC	WTRWSE PERFRMNC-SLVU SD	PV	141666	001	00101	7,250.00	0001572
				Payment Amount					7,250.00	
70847	10/13/15	16184	TECHNIQUE DATA SYSTEMS	CANON ANNL MAINT '15--16	PV	141787	001	00701	603.75	043726
				Payment Amount					603.75	
70848	10/13/15	13385	GADI TELEM	TURF RMVL REBATE	PV	141603	001	00101	5,618.00	260382
				Payment Amount					5,618.00	
70849	10/13/15	4595	THE COPY DEPARTMENT	WLK REPORT COPIES	PV	141665	001	00701	59.12	1485941
				Payment Amount					59.12	
70850	10/13/15	15427	THE GATEKEEPER	SEC ACCESS CNTL PNL	PV	141672	001	00701	2,099.00	93256
				Payment Amount					59.12	
70851	10/13/15	9505	TIRE MAN AGOURA	SEC ACCESS CNTL PNL	PV	141673	001	00701	2,099.00	93257
				Payment Amount					4,198.00	
70852	10/13/15	15196	TOTAL COMPENSATION SYSTEMS, INC.	VEH#816 (4) NEW TIRES	PV	141728	001	00701	899.09	2045702
				Payment Amount					899.09	
				GASB45 VALUATN-2ND PMT	PV	141707	001	00701	2,200.00	4692
				Payment Amount					2,200.00	
70853	10/13/15	19974	MICHAEL TOTH	RFND BAL - CLOSED A/C	PV	141631	001	00101	22.50	055544
				Payment Amount					22.50	
70854	10/13/15	3011	UNITED SPECIALTIES	HAND CLEANER	PV	141720	001	00701	1,285.00	82949
				Payment Amount					1,285.00	
70855	10/13/15	20000	SWAPNA VAIDYA	TURF RMVL	PV	141681	001	00101	3,000.00	480524
				Payment Amount					3,000.00	

Batch Number - 240262

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
REBATE										
70856	10/13/15	19780	VALLEY CREST TREE COMPANY	Payment Amount	PV	141708	001	00301	3,000.00	4860593
				ROOT					500.00	
				BARRIERS@5 MG TINK						
70857	10/13/15	2780	VALLEY NEWS GROUP	Payment Amount	PV	141663	001	00751	400.00	9-17
				ADS@9/17/15					500.00	
				ADS@9/17/15					280.00	9-17
				ADS@9/17/15					200.00	9-17
70858	10/13/15	19038	VALVE AUTOMATION & CONTROLS	Payment Amount	PV	141716	001	00701	4,025.37	1638845
				COMPLETE SEAL ASSEMBLY					880.00	
				ROTRY&STATNRY FACE, ARC KIT					195.13	1637078
				ROTRY&STATNRY FACE, ARC KIT					3,764.86	1637078
70859	10/13/15	16623	VELOCITY TECHNOLOGY SOLUTIONS, INC.	Payment Amount	PV	141718	001	00701	3,114.00	309166
				NOV'15					7,985.36	
				DISASTR RECOVERY SRV						
70860	10/13/15	2436	VINCE BARNES AUTOMOTIVE	Payment Amount	PV	141752	001	00701	100.84	021135
				VEH#714					3,114.00	
				OIL&FLTRS VEH#855					323.90	021148
				ALTERNATOR VEH#895					88.11	021112
				OIL&FLTRS VEH#800					135.16	021109
				OIL&FLTRS						
70861	10/13/15	19975	NARGES VISSEH	Payment Amount	PV	141632	001	00101	68.77	061626
				RFND BAL - CLOSED A/C					648.01	
				Payment Amount					68.77	
70862	10/13/15	16122	VOLVO CONSTRUCTION EQUIPMENT	Payment Amount	PV	141704	001	00701	204.11	P504049151
				VEH#710 AIR&SFTY FLTRS						
70863	10/13/15	19685	W. LITTEN	Payment Amount	PV	141713	001	00701	3,501.08	11024
				SRV					204.11	

ITEM 4

Batch Number - 240262  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item Co	Amount	Invoice Number
			INC.	9/6-9/12/15@R					
				LV					
				SRV	PV	141714	001 00701	4,642.90	11025
				9/13-9/19/15@					
				RLV					
				SRV	PV	141715	001 00701	4,725.20	11026
				9/20-9/26/15@					
				RLV					
				Payment Amount			12,859.18		
70854	10/13/15	18914	WECK LABORATORIES, INC.	LAB SRV@TAPIA	PV	141771	001 00701	7.00	W511512-LV
				GRNDWTR					
				LAB SRV@TAPIA	PV	141772	001 00701	25.00	W511511-LV
				LAB					
				LAB SRV@WSTLK	PV	141773	001 00701	39.00	W511510-LV
				LAB SRV@RLV	PV	141774	001 00701	150.00	W510876-LV
				CROP					
				LAB SRV@RLV	PV	141775	001 00701	546.00	W511674-LV
				GRNDWTR					
				LAB SRV@TAPIA	PV	141776	001 00701	1,244.00	W5H1008-LV
				EFFLNT					
				LAB SRV@TAPIA	PV	141777	001 00701	449.00	W511601-LV
				EFFLNT					
				LAB	PV	141779	001 00701	2,805.00	W511675-LV
				SRV@MALIBU					
				CREEK					
				LAB SRV@TAPIA	PV	141780	001 00701	210.00	W511509-LV
				EFFLNT					
				Payment Amount			5,475.00		
70865	10/13/15	19976	KIRK WENDELBURG	RFND BAL -	PV	141633	001 00101	380.90	068680
				CLOSED A/C					
				Payment Amount			380.90		
70866	10/13/15	3048	WEST COAST AIR CONDITIONING	A/C PM@TAPIA	PV	141723	001 00701	135.00	S66848
				A/C					
				PM@BLDG#7&8					
				A/C PM@BLDG#7	PV	141725	001 00701	265.00	S68843
				AHU#2 VFD	PV	141726	001 00701	263.00	S68926
				SRV@BLDG#8					
				A/C PM@LV-2	PV	141727	001 00701	115.00	S68939

Batch Number - 240262  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Number	Document	Key Item	Co	Amount	Invoice Number
Payment Amount											1,173.00
Total Amount of Payments Written											341,031.53
Total Number of Payments Written											81



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

**MINUTES**  
**SPECIAL MEETING**

---

5:00 PM

September 29, 2015

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Donald Patterson.

**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 Caspary, Lewitt, Renger, and Peterson  
 Absent: Director Polan (arrived at **5:01 p.m.**)  
 Staff Present: David Pedersen, General Manager  
 Josie Guzman, Clerk of the Board  
 Carlos Reyes, Director of Resource Conservation and Public Outreach  
 Donald Patterson, Director of Finance and Administration  
 John Zhao, Principal Engineer  
 Wayne Lemieux, District Counsel

**2. APPROVAL OF AGENDA**

There were no changes to the agenda.

**3. PUBLIC COMMENTS**

None.



Director Polan arrived at 5:01 p.m.

**4. CONSENT CALENDAR**

- A List of Demands: September 29, 2015 Ratify**
- B Minutes: Regular Meetings of June 9 and September 8, 2015 Approve**
- C Investment Report for the Month of August 2015 Approve**
- D Emergency Drought Response: Approval to Continue Inspection Services Approve**

**Authorize the General Manager to increase the amount of the contract with Dial Security for continuation of water use restriction inspections by \$25,000, from \$26,950 to \$51,950.**

Director Caspary moved to approve the Consent Calendar as presented. Motion seconded by Director Renger. Motion carried unanimously.

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

**A Legislative and Regulatory Updates**

General Manager David Pedersen reported that the State Legislature was not in session; the Governor was in the process of reviewing several bills; and there was no update to provide.

**B Water Supply Conditions and Drought Responses**

General Manager David Pedersen reported that the District's water conservation efforts in September were expected to reflect a 34 to 35 percent reduction. Board President Peterson inquired whether the data submitted to the State Water Board included the potable water supplement to the recycled water system and flow augmentation to the creek. Mr. Pedersen responded he was not certain; however, he stated this information could be included to highlight all of the activities the District is conducting in order to meet its water conservation target. Director Lewitt noted that the month of September was unseasonably hot, and he suggested informing the State Water Board of the current average temperatures compared to temperatures in 2013.

**6. TREASURER**

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

**7. BOARD OF DIRECTORS**

- A ACWA Vice President for 2016-17 Term: Resolution of Support for Brent Haste**

Pass, approve and adopt Resolution No. 2471, supporting Brent Hasteley for the position of ACWA Vice President.

### RESOLUTION NO. 2471

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT TO NOMINATE AND SUPPORT BRENT HASTEY AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT**

(Reference is hereby made to Resolution No. 2471 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

Board President Peterson presented the report and spoke in support of nominating Brent Hasteley as a candidate for the position of ACWA Vice President.

Director Caspary moved to approve Item 7A as presented. Motion seconded by Director Polan. Motion carried unanimously.

## **8. FACILITIES AND OPERATIONS**

### **A Backbone Improvements Program 5-Million-Gallon Tank: 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 \$537,574.86 30-calendar days after filing the Notice of Completion for the Backbone Improvements Program 5-Million-Gallon Tank Project.**

General Manager David Pedersen presented the report. He noted the project came in five percent under budget. He also summarized Change Order No. 6, which was approved under his authority.

Director Renger moved to approve Item 8A as presented. Motion seconded by Director Caspary. Motion carried by the following vote:

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

### **B Backbone Improvements Program Westlake Filtration Plant Expansion and Pump Station Upgrade Project: Call for Bids**

**Authorize a Call for Bids for the Westlake Filtration Plant Expansion and Westlake Pump Station Upgrade Project.**

General Manager David Pedersen presented the report.

Director Caspary moved to approve Item 8B as presented. Motion seconded by Director Lewitt.

Principal Engineer John Zhao responded to questions posed by the Board regarding keeping staff from City of Westlake Village informed of the project schedule and scope of work; the cost for redoing the plumbing according to the State Division of Drinking Water requirements; the cost for replacing equipment; and the increased costs due to inflation.

General Manager David Pedersen noted that although the project would be bid as a single project, contractors may bid on one or both scopes of the project and the project could be awarded to more than one contractor.

A discussion ensued regarding concerns with the need to move forward with this project. General Manager David Pedersen stated that staff would include detailed information regarding the merits of the project when the project award is brought back for the Board's consideration.

Motion carried unanimously.

#### **C Standby Charge and Deferral Program Administration: Contract Award**

**Accept the proposal from Psomas and authorize the General Manager to execute a three-year Professional Services Agreement, in an amount not to exceed \$82,425 with an optional one-year extension at a 5% increase to the annual amount, for on-going administration of the standby charge and deferral program.**

General Manager David Pedersen presented the report.

Director Caspary moved to approve Item 8C as presented. Motion seconded by Director Lewitt.

A discussion ensued regarding going out to bid when the contract term ends.

Motion carried unanimously.

#### **D Corrosion Control Study: Award of Contract**

General Manager David Pedersen presented this information item. No further was action taken.

### **9. FINANCE AND ADMINISTRATION**

#### **A 23371 Palm Canyon Lane, Malibu: Approval of Detachment**

**Pass, approve, and adopt the proposed Resolution Nos. 2472 and 2473, approving the detachment of APN 4452-027-009 from the District's service area.**

**RESOLUTION NO. 2472**

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT, THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER IMPROVEMENT DISTRICT NO. 12, THE BOARD OF TRUSTEES OF THE LOS ANGELES COUNTY WEST VECTOR AND VECTOR-BORNE DISEASE CONTROL DISTRICT, AND THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM THE ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 29-3, AS PART OF LOCAL AGENCY FORMATION COMMISSION REORGANIZATION 2014-06, TO LOS ANGELES COUNTY WATER WORKS DISTRICT NO. 29, MALIBU**

**RESOLUTION NO. 2473**

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT, THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER IMPROVEMENT DISTRICT NO. 12, THE BOARD OF TRUSTEES OF THE LOS ANGELES COUNTY WEST VECTOR AND VECTOR-BORNE DISEASE CONTROL DISTRICT, AND THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM THE ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 29-3, AS PART OF LOCAL AGENCY FORMATION COMMISSION REORGANIZATION 2014-06, TO LOS ANGELES COUNTY WATER WORKS DISTRICT NO. 29, MALIBU**

(Reference is hereby made to Resolutions No. 2472 and 2473 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 Renger moved to approve Item 9A as presented. Motion seconded by Director Polan. Motion carried unanimously.

**B Fiscal Year 2016-17 Proposed Sanitation Rate for Consolidated Sewer Maintenance District, Topanga Tax Zone**

**Approve the current monthly billing rate of \$55.40 per Equivalent Residential Unit for the Consolidated Sewer Maintenance District, Topanga Tax Zone, for Fiscal Year 2016-17.**

General Manager David Pedersen presented the report.

Director Caspary moved to approve Item 9B as presented. Motion seconded by Director Lewitt. Motion carried unanimously.

**C Claim from Grant A. and M. Lynn Bitter**

**Deny the claim from Grant A. and M. Lynn Bitter.**

General Manager David Pedersen presented the report.

Director Renger moved to deny the claim from Grant A. and M. Lynn Bitter. Motion seconded by Director Caspary. Motion carried unanimously.

**10. NON-ACTION ITEMS**

**A Organization Reports**

- (1) MWD Representative Report/Agenda(s)

Board President Peterson reported the MWD Integrated Resource Planning Committee met earlier in the day, and noted the MWD would hold a Public Outreach Workshop on October 22, 2015, for an update regarding its Integrated Water Resources Plan. He reviewed the items presented on the September 22, 2015 MWD agenda, and noted the Engineering and Operations Committee would tour Eagle Mountain and Lake Perris on October 21, 2015, to view the repairs done at these locations.

- (2) Other

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

None.

**C General Manager Reports**

- (1) General Business

General Manager David Pedersen reported on the City of Calabasas' construction activities for the Las Virgenes Corridor Scenic Widening Project and the project by Blue Marble Development on Las Virgenes Road. He also reported that the District transitioned to monthly billing and experienced some technical issues due to variable billing cycles. He stated that customers affected by these technical issues would receive an adjustment in their October bill. He noted that information was posted on the District's website.

- (2) Follow-Up Items

**D Directors' Comments**

Director Lewitt reported that he, Board President Peterson, General Manager David Pedersen, and Public Affairs & Communications Manager Jeff Reinhardt met with Senator Pavley and staff on September 28, 2015, to discuss District issues, including the need to supplement recycled water with potable water and the proposal for using the Encino Reservoir for recycled water storage. He commented that he believed Senator Pavley would be very supportive of the District. Board President Peterson added there was also discussion regarding SB 20 related to a public goods charge.

Board President Peterson noted the MWD Board also discussed proposed projects on the Delta Islands that could be funded by Proposition 1 funds.

## **11. FUTURE AGENDA ITEMS**

Board President Peterson noted that staff would be bringing back a report on the need for the Westlake Filtration Plant Expansion and Westlake Pump Station Improvements.

## **12. PUBLIC COMMENTS**

None.

## **13. CLOSED SESSION**

The Board recessed to Closed Session at **5:47 p.m.** to discuss the following items:

### **A Conference with Labor Negotiator (Government Code Section 54957.6):**

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

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

### **B Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):**

Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson

### **C Conference with District Counsel – Potential Litigation (Government Code Section 54956.9):**

Disclosure of the parties would be prejudicial to the District.

## **14. OPEN SESSION AND ADJOURNMENT**

The Board reconvened to Open Session at **6:09 p.m.**

District Counsel Wayne Lemieux reported the Board provided direction to staff to proceed with preparation of draft Memoranda of Understanding on Closed Session Item 13A; there was no reportable action taken on Closed Session Item 13B; and the Board approved a course of action to avoid litigation on Closed Session Item 13C.

Seeing no further business to come before the Board, the meeting was duly adjourned at **6:10 p.m.**

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

ATTEST:

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CHARLES CASPARY, Secretary  
Board of Directors  
Las Virgenes Municipal Water District

(SEAL)



September 30, 2015

To: Payroll

From: David W. Pedersen  
General Manager

**RE: Per Diem Request – September 2015**

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 February 26, 2008, the Board unanimously voted to amend the daily per diem to \$200, effective February 27, 2008. On January 26, 2010, during the annual review of compensation, the Board opted for the per diem to remain at \$200 and requested that a per diem survey be conducted along with the next employee compensation study.

<u>Director</u>	<u>No. of Meetings</u>	<u>Rate</u>	<u>Total</u>
Charles Caspary	4	\$200.00	\$800.00
Glen Peterson LVMWD* – 5 MWD** – 10	15	\$200.00	\$3,000.00
Leonard Polan	4	\$200.00	\$800.00
Lee Renger	3	\$200.00	\$600.00
Jay Lewitt	2	\$200.00	\$400.00

\*LVMWD Code Section 2-2.401(a): "not exceeding a total of ten (10) days in any calendar month"

\*\*LVMWD Code Section 2-2.401(b): MWD director "not exceeding a total of (10) days in any calendar month."



**LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT**

To: Clerk of the Board

Director's Name: Glen Peterson

Month of: Sep-15

Division: 2



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? (Y/N)	Check One:		Event Title
	Event	Travel		Total	MWD	
9/1/15	1		1 n		X	IPA
9/8/15	1		1 n/a		X	LV Board
9/9/15	1		1 n/a	X		Colorado River Board of California
9/15/15	1		1 n	X		Engineering and Operations pre meeting
9/16-18/15	3		3 n/a	X		Colorado River Symposium/Santa Fe
9/21/15	1		1 n/a	X		Committee Meetings
9/22/15	1		1 n/a	X		Committee and Board meeting
9/23/15	1		1 n/a	X		Bay Delta Committee prep
9/24/15	1		1 n/a	X		Meet with Assemblywoman Irwin/Camarillo
9/25-27/15	3		3 n	X	(1) X (2)	MWD tour of Delta/SWP
9/29/15	1		1 n	X	X	Board Meetings and Committee meetings
TOTAL				15	(10) (5)	

Date Submitted: 9/30/15

Director Signature: [Signature]

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.

ITEM 4C



# LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



<b>To:</b>	Dave Pedersen	<b>Director's Name:</b>	Lee Renger
<b>Month of</b>	September 2015	<b>Division:</b>	3

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 <sup>2</sup> (Y/N)	Check One		Event Title
			MWD	LVMWD	
9/1/2015	1	N		X	JPA BOARD MEETING
9/8/2015	1	N		X	LVMWD BOARD MEETING
9/29/2015	1	N		X	LVMWD BOARD MEETING

**ITEM 4C**

<b>TOTAL</b>	3	<b>Date Submitted:</b>	10-5-15	<b>Director Signature:</b>	45
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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.

# LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Dave Pedersen

Director's Name: Jay Lewitt

Month of: Sep-15

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 <sup>2</sup> (Y/N)	Check One		Event Title
	Event	Travel <sup>1</sup>		Total	MWD	
9.1.15	1		1			JPA Board Meeting
9.29.15	1		1		x	LVMWD Board Meeting
<b>TOTAL</b>			<b>2</b>			

Date Submitted: 10.5.15

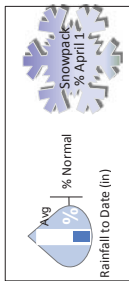
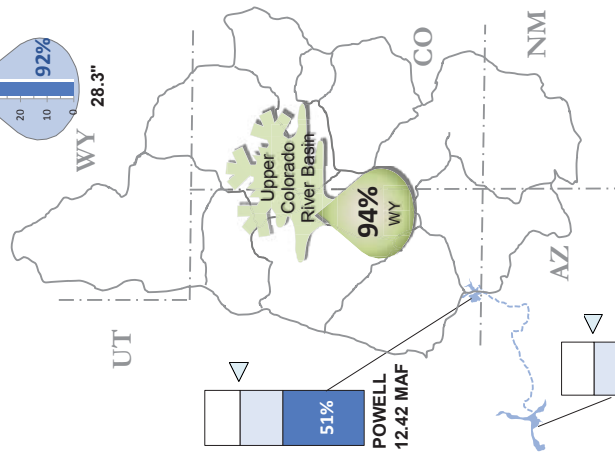
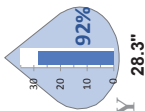
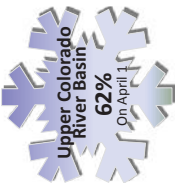
Director Signature: Jay Lewitt

**ITEM 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.

# WATER SUPPLY CONDITIONS CRA

As of: 09/22/2015

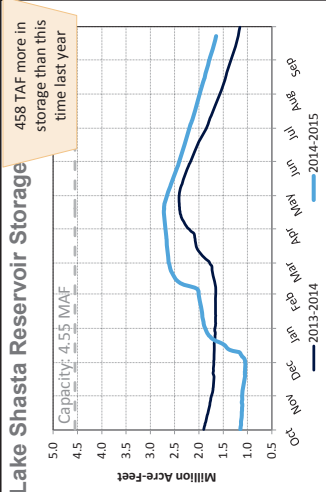
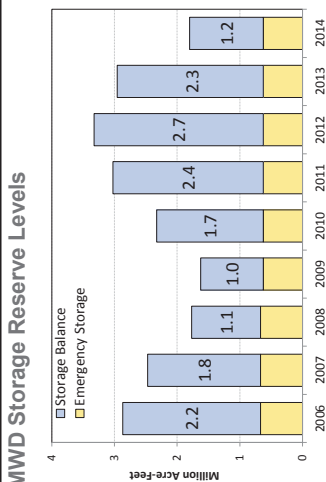
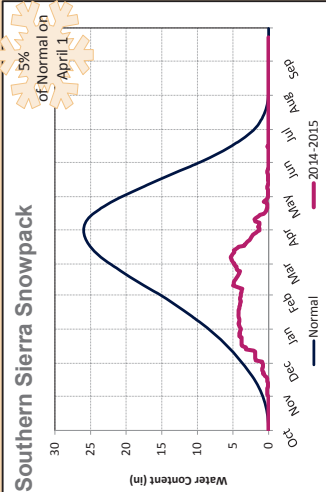
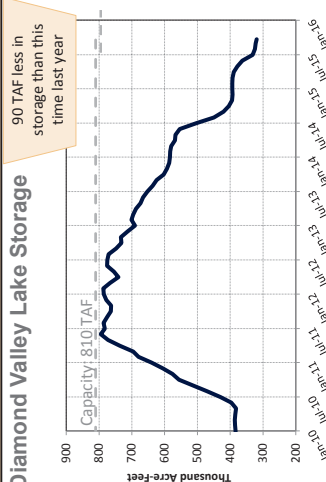
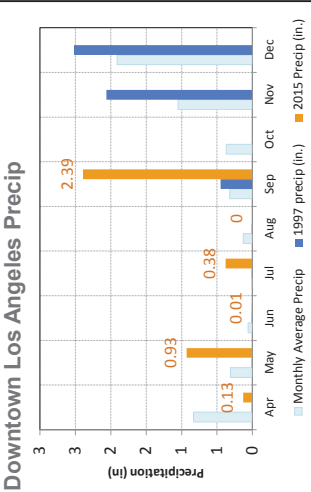
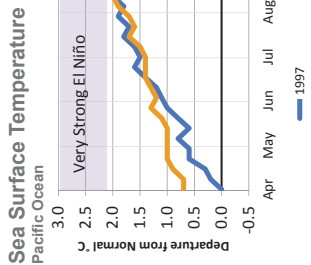
**2015 Colorado River**  
**925,000 AF**  
**74% of full CRA**



Turn page for more CRA Data

Flip Over for SWP Data

# 1997-98 vs. 2015-16 El Niño Signal



This report is produced by the Water Resource Management group and contains information from various federal, state, and local agencies. Metropolitan cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or for 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.

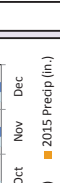
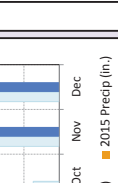
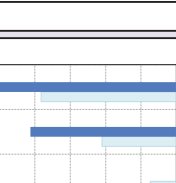
[http://www.mwdh2o.com/PDF\\_About\\_Your\\_Water/2.2.4\\_water\\_supply\\_conditions.pdf](http://www.mwdh2o.com/PDF_About_Your_Water/2.2.4_water_supply_conditions.pdf)

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

# WATER SUPPLY CONDITIONS SWP

As of: 09/22/2015

**2015 SWP Allocation**  
**382,300 AF**  
**20% of Table A**



OROVILLE  
 1.05 MAF



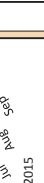
SAN LUIS  
 TOT: 415 TAF  
 SWP: 336 TAF



CASTAIC  
 121 TAF



DVL  
 320 TAF



Owens River Basin  
 35% Apr-Sep

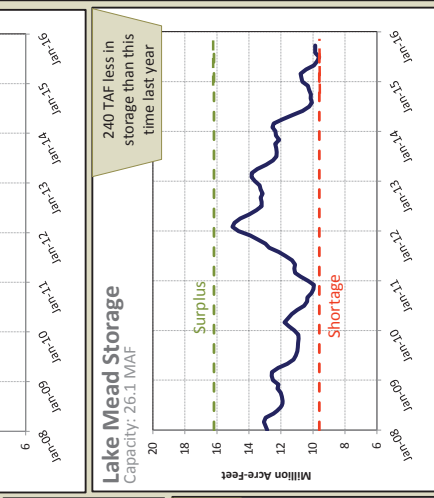
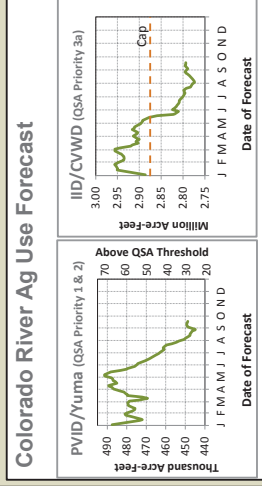
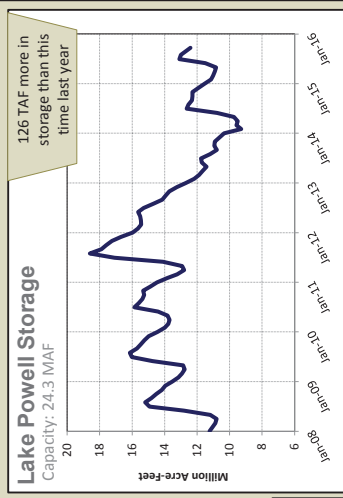
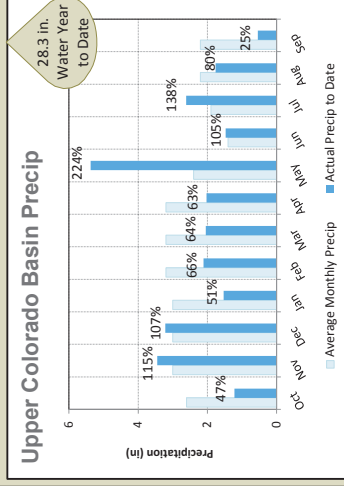
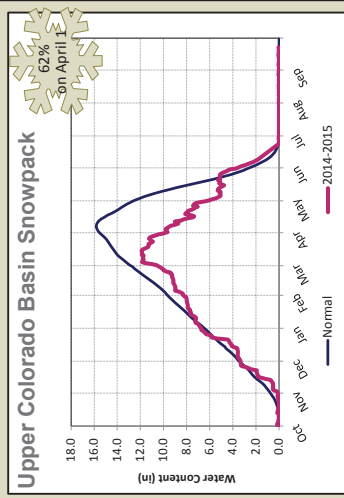


Flip Over for CRA Data

Turn page for more SWP Data

# Colorado River Resources

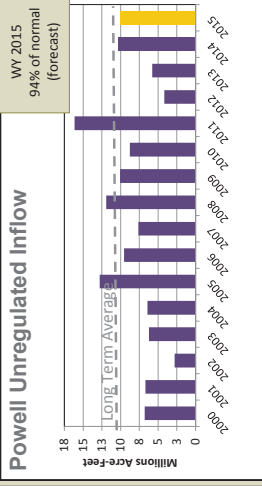
As of: 09/22/2015



### Lake Mead Shortage/Surplus Outlook

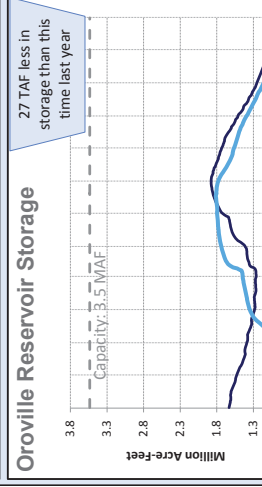
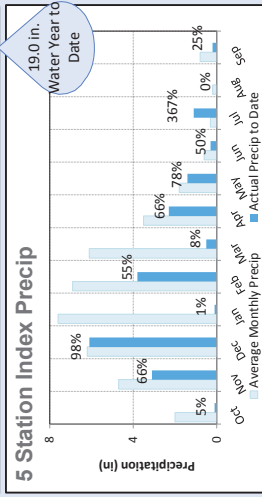
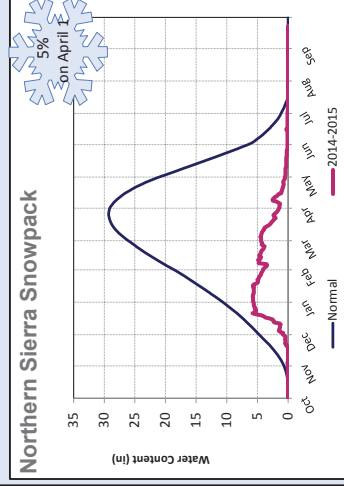
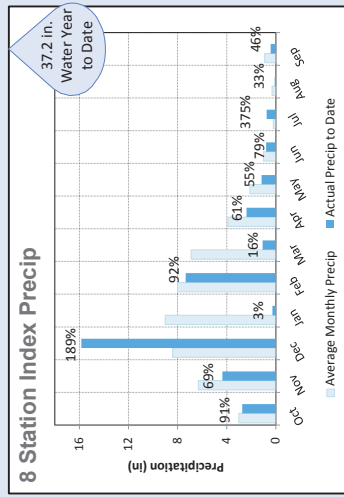
Likelihood based on results from the August 2015 USBR Colorado River Simulation System model run

Year	2016	2017	2018	2019	2020
Shortage	0%	18%	52%	65%	59%
Surplus	0%	0%	6%	7%	15%



# State Water Project Resources

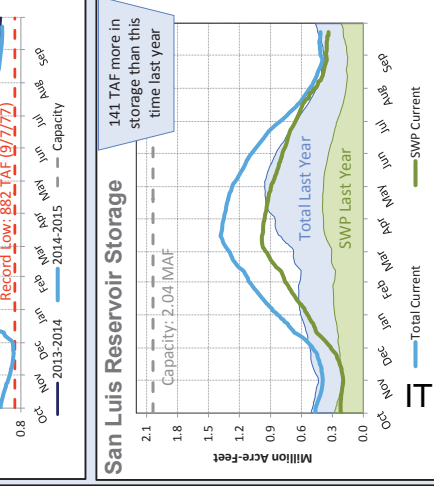
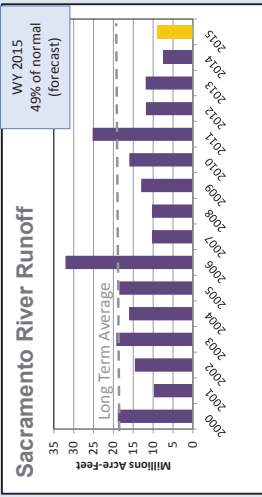
As of: 09/22/2015



### Other SWP Contract Supplies for 2015 (AF)

Transfer Supplies*	19,700
Multi Year Pool	1,400
Pool A/B (Purchased)	0
Article 56 (Prior Cal. Year(s) CO)	36,000

\* Assume 20% losses







## Drought Update

### Wednesday, September 30, 2015

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#### **KEY ACTION ITEMS FROM THIS WEEK**

- **CDFA Funds \$9.38 Million to Assist Farmers In Drought through SWEEP:** On September 28, the Department of Food and Agriculture (CDFA) has [selected](#) 100 projects totaling \$9.38 million from the State Water Efficiency and Enhancement Program ([SWEEP](#)) to implement on-farm water irrigation systems that reduce energy use resulting in greenhouse gas (GHGs) emission reductions and water savings.  
  
The selected projects will leverage an additional \$4.6 million in private cost-share dollars. The funding will support GHG emission reductions through projects that include water-efficiency modifications like drip and microsprinkler systems, energy-efficient water pumps, soil moisture sensors, and irrigation scheduling programs that apply water based on crop needs.
- **Resources Agency Releases Fact Sheet on CA WaterFix's Benefits to Fish:** On September 23, the California Natural Resources Agency [released](#) a four-page [fact sheet](#) that outlines the benefits to native fish species from the proposed Delta improvement Project. California WaterFix seeks to modernize the way water is diverted from the Sacramento-San Joaquin Delta and would allow water project operators to avoid water diversions at locations in the Delta that would harm fish. For more information, visit [California WaterFix](#).
- **State Water Board and DWR to Hold Technical Sessions and Public Forums on SGMA Implementation:** On September 22, the State Water Board and the Department of Water Resource [announced](#) that a series of technical sessions will be offered for public agencies and public forums throughout the state during October and November to discuss the Sustainable Groundwater Management Act ([SGMA](#)) implementation. For more information, visit the State Water Board's [Local Assistance Program](#).
- **USBR Begins Installation of Temporary Emergency Floating Pump System in Folsom Lake:** On September 25, the US Bureau of Reclamation (USBR) [began](#) the installation of a temporary emergency floating pump system in Folsom Lake that will help ensure access to drinking water if the reservoir's water level continues to drop and existing intakes are no longer usable. Construction of the system began in August and installation is expected to be complete by early October.
- **California Native American Day Highlights Importance of Water:** On September 25, the Department of Water Resources (DWR), in partnership with other state and federal agencies, [held](#) the 48th annual Native American Day which honored the history, art and culture of Native Americans in California and promoted the theme of "Water: Protecting Our Natural Resources" at the State Capitol. In addition, DWR showcased a water conservation exhibit and featured a drought information booth.

- **California’s Water Conservation Education Program Campaign:** This past week, Save Our Water launched two commercials, “Helping Hands” and “Stepping Up”, on major network television which challenges Californians to face the drought together. Stepping Up will also be aired statewide on digital and Hulu. Over 100 bonus radio weather and traffic spots have been secured to promote the “Fix it for Good” campaign in drought impacted areas through November and will be featured on various digital billboards and transit boards in the Sacramento area. Digital ads can be viewed through Tapad, Hulu and IHeartMedia.

Save Our Water and the [California Native Plant Society](#) issued a [press release](#) highlighting the benefits and importance of native plants, as well as the new [native plant section](#) of the Save Our Water website. In addition, Save Our Water partner Scotts Miracle Gro recently launched a great new resource for Californians looking to rethink their approach to their yards: [ScottsMiracleGro.com/California](#). The goal is to provide information to help Californians dramatically reduce water usage and still make the most of the California’s natural beauty. For more tips and tools to help conserve water and keep trees healthy during the drought, please visit Save Our Water’s website, which is available in both [English](#) and [Spanish](#), or connect with the program on [Facebook](#), [Twitter](#) or [Instagram](#).

- **Governor’s Drought Task Force:** The Task Force continues to take actions that conserve water and coordinate state response to the drought. During the September 24 meeting, the State Water Board announced that the August conservation rate for more than 400 urban water suppliers throughout California will be released on October 1.

## **ONGOING DROUGHT SUPPORT**

- **Emergency Food Aid, Utility and Employment Assistance:** The Department of Social Services (CDSS) Drought Food Assistance Program (DFAP) provides food assistance to affected communities that suffer high levels of unemployment from the drought. To date, over 897,604 boxes have been provided to community food banks in drought-impacted counties, with an average of approximately 13,250 food boxes per week since June 2014. Approximately 806,426 boxes of food have been picked up by 424,164 households.

Food boxes distributions vary by county and occur 1-4 times per month. Nearly 62% of the food distributions have occurred in the Tulare Basin (Fresno, Kern, Kings and Tulare). There are 10,800 boxes scheduled for delivery for the week ending October 2 to Fresno, Kern, Riverside, Santa Barbara, and Tulare counties.

The Department of Community Services and Development (CSD) allocated an additional \$600,000, under the federally-funded Community Services Block Grant (CSBG), to continue the [Drought Water Assistance Program \(DWAP\)](#) which provides financial assistance to help low-income families pay their water bills. As of September 18, CSD has reported that a total of \$459,777 has been issued to 2,279 households.

CSD is in the process of allocating \$400,000, under CSBG, to continue the Migrant and Seasonal Farmworker (MSFW) drought assistance program, which provides assistance in employment training and placement services to individuals impacted by the drought. This program provides employment training and placement services to migrant and seasonal farmworkers suffering job loss or reduced employment due to the drought. To date, CSD has reported that a total of \$77,814 has been issued to the Center for Employment Training, California Human Development, Central Valley Opportunity Center, and Proteus with 31 participants enrolled.

In response to California's historic drought, CSD has received \$7.5 million in General Fund to implement the Drought Emergency Assistance Program (DEAP) to provide emergency relief and support services to drought-impacted individuals and their families and households. As of September 18, CSD has reported that a total of \$846,242 has been issued to 777 households.

- **Drought Response Funding:** The \$687 million in state drought funding that was appropriated last March through emergency legislation, as well as \$142 million provided in the 2014 Budget Act, continues to advance toward meeting critical needs. To date, \$468 million has been committed, and nearly \$625 million of the emergency funds appropriated in March came from sources dedicated to capital improvements to water systems. Since March, the Department of Water Resources has expedited grant approvals, getting \$21 million immediately allocated to grantees that were pre-approved for certain projects.

As planned in March, the next \$200 million of expedited capital funding was awarded in October, and the remaining \$250 million will be granted by fall 2015. The 2014 Budget Act appropriated an additional \$53.8 million to CAL FIRE over its typical budget to enhance firefighter surge capacity and retain seasonal firefighters beyond the typical fire season.

As a result of continuing drought conditions, emergency legislation was enacted in March 2015 that appropriated over \$1 billion of additional funds for drought-related projects and activities. The Administration's May Revision proposal includes an additional \$2.2 billion for programs that protect and expand local water supplies, improve water conservation, and provide immediate relief to impacted communities.

## **CURRENT DROUGHT CONDITIONS**

- **Fire Activity:** Since the beginning of the year, firefighters from CAL FIRE and the US Forest Service have responded to over 7,187 wildfires across the state, burning 766,974 acres. Fire activity across California remains high with nearly 145 combined wildfires in just the past week.

As of September 29, the Valley Fire in Lake, Napa, and Sonoma County remains the largest in the state burning more than 76,067 acres with 99% containment. The Butte Fire in Amador and Calaveras County is currently at 70,868 acres with 95% containment.

- **CAL FIRE Suspends Outdoor Residential Burning:** California's increased fire activity this year, coupled with record-setting drought conditions, has caused CAL FIRE to [suspend burn permits](#) in all counties in the State Responsibility Area.
- **Dry Well Reports:** With California in its fourth year of a severe, hot drought, the Governor's Drought Task Force continues to monitor and identify communities and local water systems in danger of running out of water. Recently, a cross-agency team, led by DWR, developed a new system that improves and streamlines data collection and reporting for [household water shortages](#) for California water systems with fewer than 15 household connections.

As of September 23, approximately 2,409 wells statewide have been identified as critical or dry, which affects an estimated 11,990 residents. Cal OES has reported that 2,262 of the 2,409 dry wells are concentrated in the inland regions within the Central Valley. If you are experiencing a water supply shortage, please [submit a report](#) on DWR's website.

- **Vulnerable Water Systems:** The State Water Board continues to provide technical and funding assistance to several communities facing drinking water shortages, and is monitoring water systems across the state. Since January 2014, 95 out of the 129 projects approved to receive emergency funding for interim replacement drinking water have been executed. On May 19, the State Water Board adopted Guidelines for administering the latest emergency drought appropriations of \$19 million announced this past March. To date, the State Water Board has received requests for \$5 million of those funds.
- **Projected Reservoir Management:** Shasta Reservoir recorded 1,635,261 acre-feet (AF) on September 24 with a 10-day average reduction in storage of 4,804 AF/day. Releases are being held lower than normal to keep cold water in the reservoir for Winter Run Chinook Salmon later in the fall. Shasta Reservoir is projected to reach 1,460,000 AF by the end of September. This is higher than the 1976-77 record low storage of 700,000 AF.

Oroville Reservoir recorded 1,054,726 AF on September 24 with a 10-day average reduction in storage of 426 AF/day. Releases are low for water supply conservation but are moderated to keep salt water from coming too far into the Delta and to meet other joint Federal-State obligations. Oroville Reservoir is projected to reach 900,000 AF by the end of September. This storage is about the same as the record low 1976-77 storage level.

Folsom Reservoir recorded 178,771 AF on September 24 with a 10-day average reduction in storage of 386 AF/day. Releases are low for water supply conservation but are moderated to keep salt water from coming too far into the Delta and to meet other joint Federal-State obligations. Folsom Reservoir is projected to reach 120,000 AF by the end of September. This is lower than the 1976-77 record low storage of 150,000 AF.

[Reservoir Levels](#) as of September 28 remain low, including: Castaic Lake 36% of capacity (45% of year to date average); Don Pedro 32% of capacity (47% of average); Exchequer 9% of capacity (19% of average); Folsom Lake 18% of capacity (32% of average); Lake Oroville 30% of capacity (48% of average); Lake Perris 36% (47% of average); Millerton Lake 37% of capacity (92% of average); New Melones 11% of capacity (20% of average); Pine Flat 12% of capacity (35% of average); San Luis 20% of capacity (42% of average); Lake Shasta 35% of capacity (59% of average); and Trinity Lake 23% of capacity (33% of average). An update of water levels at other [smaller reservoirs](#) is also available.

- **Weather Outlook:** Conditions are expected to remain dry throughout the state over the next week. Temperatures will be in the mid 90's in the Central Valley and Sierra lows will remain above freezing.

### **Local Government**

- **Local Emergency Proclamations:** A total of 60 local Emergency Proclamations have been received to date from city, county, and tribal governments, as well as special districts:
  - **27 Counties:** Butte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Madera, Mariposa, Merced, Modoc, Plumas, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Shasta, Siskiyou, Sonoma, Stanislaus, Sutter, Trinity, Tulare, Tuolumne and Yuba.

- **12 Cities:** City of Live Oak (Sutter County), City of Lodi (San Joaquin County), City of Manteca (San Joaquin County), City of Montague (Siskiyou County), City of Porterville (Tulare County), City of Portola (Plumas County), City of Ripon (San Joaquin County), City of San Juan Bautista (San Benito County), City of Santa Barbara (Santa Barbara County), City of Rancho Cucamonga (San Bernardino County) and City of West Sacramento (Yolo County) and City of Willits (Mendocino County).
- **9 Tribes:** Cortina Indian Rancheria (Colusa County), Hoopa Valley Tribe (Humboldt County), Karuk Tribe (Siskiyou/Humboldt Counties), Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Sonoma County), Picayune Rancheria of Chukchansi Indians (Madera County) Sherwood Valley Pomo Indian Tribe (Mendocino County), Tule River Indian Tribe (Tulare County), Yocha Dehe Wintun Nation (Yolo County) and Yurok Tribe (Humboldt County).
- **12 Special Districts:** Carpinteria Valley Water District (Santa Barbara County), Goleta Water District (Santa Barbara County), Groveland Community Services District (Tuolumne County), Lake Don Pedro Community Services District (Mariposa Stanislaus County), Mariposa Public Utility District (Mariposa County), Meiners Oaks Water District (Ventura County), Montecito Water District (Santa Barbara County), Mountain House Community Service District (San Joaquin County), Nevada Irrigation District (Nevada County), Placer County Water Agency (Placer County), Tuolumne Utilities District (Tuolumne County) and Twain Harte Community Services District (Tuolumne County).
- **Water Agency Conservation Efforts:** The Association of California Water Agencies (AWCA) [has identified](#) several hundred local water agencies that have implemented water conservation actions. These water agencies [are responding to the drought](#) by implementing conservation programs, which include voluntary calls for reduced water usage and mandatory restrictions where water shortages are worst.

ACWA [released](#) a Drought Response Toolkit to assist water agencies as they take action to meet state-mandated water conservation target and communicate information about water use restrictions, enforcement and other issues with their customers, media and other audiences.

- **County Drought Taskforces:** A total of 33 counties have established drought task forces to coordinate local drought response. These counties include: Butte, Colusa, Glenn, Humboldt, Kern, Kings, Lake, Madera, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Orange, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Siskiyou, Stanislaus, Solano, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yolo.
- **Tribal Taskforce:** A total of 7 tribes have established drought task forces to coordinate tribal drought response. These tribes include: Hoopa Valley Tribe (Humboldt County), Hopland Tribe (Mendocino County), Karuk Tribe (Siskiyou County), La Jolla Band of Luiseno Indians (San Diego County), Sherwood Valley Tribe (Mendocino County), Trinidad Tribe (Humboldt County), and Yurok Tribe (Humboldt and Del Norte County).

**DROUGHT RELATED WEBSITES FOR MORE INFORMATION****[Drought.CA.Gov](#): California's Drought Information Clearinghouse**

State's Water Conservation Campaign, [Save Our Water](#)  
Local Government, [Drought Clearinghouse and Toolkit](#)

California Department of Food and Agriculture, [Drought Information](#)  
California Department of Water Resources, [Current Water Conditions](#)  
California Data Exchange Center, [Snow Pack/Water Levels](#)  
California State Water Resources Control Board, Water Rights, [Drought Info and Actions](#)  
California Natural Resources Agency, [Drought Info and Actions](#)  
State Water Resources Control Board, Drinking Water, [SWRCB Drinking Water Program](#)  
California State Water Project, [Information](#)

[U.S. Drought Monitor](#) for Current Conditions throughout the Region  
[U.S. Drought Portal](#), National Integrated Drought Information System (NIDIS)  
National Weather Service [Climate Predictor Center](#)  
USDA Drought Designations by County [CA County Designations](#)  
USDA Disaster and Drought Assistance Information [USDA Programs](#)  
U.S. Small Business Administration Disaster Assistance Office: [www.sba.gov/disaster](http://www.sba.gov/disaster)



October 13, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

**Subject: Las Virgenes Scenic Corridor Completion Project: Grant of Easement to Southern California Edison**

This recommendation is before the LVMWD Board, acting as the Administering Agent of the Las Virgenes-Triunfo Joint Powers Authority (JPA), as authorized by the JPA Agreement.

**SUMMARY:**

On May 12, 2015, the LVMWD Board, acting as the Administering Agent of the Las Virgenes-Triunfo Joint Power Authority (JPA), authorized the General Manager to approve the grant of an easement to the City of Calabasas for the construction of retaining walls for the Las Virgenes Scenic Corridor Completion Project. On September 9, 2015, City staff requested that an easement of approximately 6-foot-wide and 485-foot-long (see Attachment A) also be granted to Southern California Edison (SCE) to allow for power pole relocations required as a part of project.

**RECOMMENDATION(S):**

Authorize the General Manager to execute a grant of easement to Southern California Edison for relocation of power poles as a part of the City of Calabasas Las Virgenes Scenic Corridor Completion Project.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with this action.

**DISCUSSION:**

The proposed easement to SCE is approximately 2,910 square feet and within the easement area already granted to the City of Calabasas for construction of the retaining wall. Because the two easement areas coincide, staff obtained a consent letter from the City of Calabasas to ensure that granting a second easement to SCE over the same general area would not interfere with the City's construction of the retaining wall (see Attachment B). Additionally, staff verified that the power pole relocations will not interfere with the JPA's operations. Staff also received approval from the U.S. EPA and State Water Resources Control Board for the proposed easement to SCE (see Attachment C).

**Project Background:**

The City of Calabasas Las Virgenes Scenic Corridor Completion Project will provide two travel lanes in each direction, bicycle facilities on both sides of the road, and a sidewalk on the west side with landscaped medians along Las Virgenes Road from Agoura Road to Lost Hills Road. Additionally, a traffic signal will be

ITEM 7A

installed at the entrance to Headquarters to make it safer to enter and exit, and a left turn pocket will be added just north of Meadow Creek Lane for the entrance to the North Canyon. To widen the segment of Las Virgenes Road near Meadow Creek Lane, a two-tier soil nail retaining wall system is proposed by the City. The retaining wall is to be located within an easement area from the JPA that will be approximately 335-feet-long and 34-feet-wide with a total area of 11,356 square feet.

**GOALS:**

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

**GOAL DESCRIPTION:**

The proposed easement to SCE will ensure uninterrupted electrical services to support the District and JPA operations.

Prepared By: John Zhao, P.E., Principal Engineer

**ATTACHMENTS:**

[Attachment A - Proposed Grant of Easement to SCE](#)

[Attachment B - City of Calabasas Consent Letter](#)

[Attachment C - USEPA and SWRCB Approval Letter](#)



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE  
GO3 - 2<sup>ND</sup> FLOOR  
ROSEMEAD, CA 91770

ATTN: TITLE &amp; REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**Location: City of Calabasas  
A.P.N. 4455-025-900  
RP File No.: ACQ203208203  
SCE Doc No.: 510055

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 70891A Service Order 801358284
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	Approved Real Properties Department
SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LC DATE 08/31/2015

LAS VIRGENES MUNICIPAL WATER DISTRICT, a municipal water district, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove, at any time and from time to time, electrical systems and communication systems (hereinafter referred to as "systems") consisting of guy wires and anchors, crossarms, wires and other fixtures and appliances, with necessary appurtenances, for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across a strip of land six (6.00) feet wide, lying within that certain real property of the Grantor, situated in the City of Calabasas, County of Los Angeles, State of California, described as follows:

A portion of the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, according to the Official Plat of said Land as filed in the District Land Office.

Said six (6.00) foot wide strip of land is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

ITEM 7A

Grant of Easement  
Las Virgenes Municipal Water District to  
S.C.E.Co., a corp.  
Serial No. 70891A  
RP File No. ACQ203208203

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LAS VIRGENES MUNICIPAL WATER DISTRICT,  
a municipal water district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Grant of Easement  
Las Virgenes Municipal Water District to  
S.C.E.Co., a corp.  
Serial No. 70891A  
RP File No. ACQ203208203

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 70891A**

**6 Foot Wide Transmission Line Easement**

A portion of Parcel One as described in the Final Order of Condemnation, Los Angeles County Superior Court Case No. C296564, recorded April 22, 1985 as Instrument No. 85-450302 Official Records of Los Angeles County, lying within the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 North, Range 17 West, San Bernardino Base and Meridian, according to the Official United States Government Plat thereof, in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

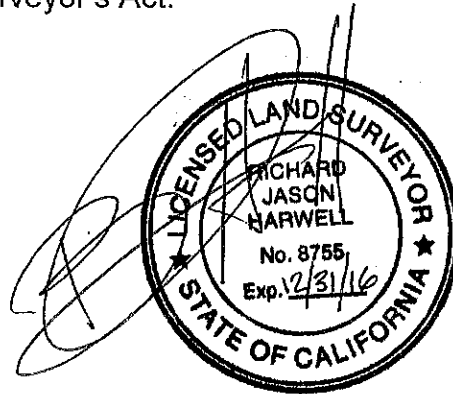
**Commencing** at the found bolt head at the intersection of Meadow Creek Lane and Las Virgenes Road per Tract No. 43788, according to the map thereof recorded in Book 1084, Pages 61 through 70, inclusive, Los Angeles County records; thence South  $05^{\circ}10'46''$  West, along the centerline of Las Virgenes Road as shown on said Tract No. 43788, a distance of 218.33 feet; thence South  $84^{\circ}49'14''$  East, leaving said centerline of Las Virgenes Road, a distance of 30.00 feet to the easterly right-of-way line of Las Virgenes Road (60 feet wide) according to a Record of Survey recorded in Book 93, Pages 74 through 77, inclusive, Los Angeles County records being the **True Point of Beginning**; thence North  $05^{\circ}10'46''$  East, along said easterly right-of-way of Las Virgenes Road, a distance of 270.27 feet; thence North  $05^{\circ}45'31''$  East, continuing along said easterly right-of-way, a distance of 214.71 feet; thence South  $85^{\circ}09'35''$  East, leaving said easterly right-of-way of Las Virgenes Road, a distance of 6.00 feet to a point of intersection thereof with a line lying 6.00 feet easterly of and parallel with said easterly right-of-way of Las Virgenes Road; thence South  $05^{\circ}45'31''$  West, along said parallel line, a distance of 214.77 feet; thence South  $05^{\circ}10'46''$  West, continuing along said parallel line, a distance of 270.26 feet; thence North  $84^{\circ}34'47''$  West, leaving said parallel line, a distance of 6.00 feet to the aforementioned easterly right-of-way of Las Virgenes Road and the **Point of Beginning**.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 70891A**

The above described parcel contains 2,910 square feet, 0.07 acres, more or less.

Found monuments and courses are shown on "Exhibit B" attached hereto and made a part hereof, by this reference.

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyor's Act.



# EXHIBIT "B"

A PORTION OF PARCEL ONE DESCRIBED IN DOCUMENT RECORDED APRIL 22, 1985, AS INSTRUMENT NO. 85-450302 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT PLAT THEREOF, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

### BASIS OF BEARINGS

THE CENTERLINE OF LAS VIRGENES ROAD BETWEEN TWO FOUND MONUMENTS TAKEN AS N05°10'46"E AS SHOWN ON TRACT NO. 45321 RECORDED IN MAP BOOK 1121 PAGES 53-55, INCLUSIVE, LOS ANGELES COUNTY RECORDS.

**TRACT NO. 45321**  
MAP BOOK 1121 PGS 53-55  
LOS ANGELES COUNTY RECORDS

POINT OF COMMENCEMENT  
FD. BOLT HEAD AT CENTERLINE INTERSECTION

FD. BOLT AND WASHER PER R2

N84°49'14"W (R1,R2) 314.00 (314.00') R1,R2


MEADOW CREEK LANE

**TRACT NO. 43788**  
BOOK 1084 PGS 61-70  
LOS ANGELES COUNTY RECORDS

### LEGEND

- ( ) INDICATES RECORD DATA AS NOTED
- R1 RECORD DATA PER TRACT NO. 45321 RECORDED IN MAP BOOK 1121 PAGES 53-55, LOS ANGELES COUNTY RECORDS
- R2 RECORD PER TRACT NO. 43788 RECORDED IN MAP BOOK 1084 AT PAGES 61-70, LOS ANGELES COUNTY RECORDS

O.R.L.A.C. OFFICIAL RECORDS LOS ANGELES COUNTY

 6' WIDE TRANSMISSION LINE EASEMENT  
AREA = 2,910± SQ.FT. (0.07 ACRES)

S84°49'14"E 30.00'

FD. SPIKE AND WASHER PER R2

EASTERLY RIGHT OF AS SHOWN ON 93 RS 74-77 LOS ANGELES COUNTY RECORDS

LAS VIRGENES ROAD  
BASIS OF BEARINGS  
S05°10'46"W 763.56' (R1,R2)

50'

30'

S85°09'35"E 6.00'

6' WIDE TRANSMISSION LINE EASEMENT  
AREA = 2,910± SQ.FT. (0.07 ACRES)

N05°45'31"E 214.71'

S05°45'31"W 214.77'

APN 4455-025-900  
LAS VIRGENES MUNICIPAL WATER DISTRICT  
PARCEL ONE  
INST. NO. 85-450302

OFFICIAL RECORDS OF LOS ANGELES COUNTY

30'

30'

218.33'

N05°10'46"E 270.27'

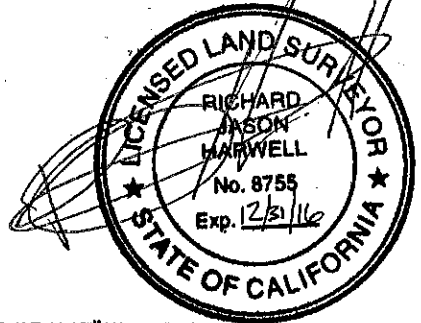
S05°10'46"W 270.26'

6'

6'

N84°34'47"W 6.00'  
TRUE POINT OF BEGINNING EAST RIGHT-OF-WAY OF LAS VIRGENES ROAD

SCALE = 1" = 80'



PROJECT NAME: CRATER - MALIBU - VALDEZ 66KV T/L			M.S.
W.O. NO.: 801358284	CITY: CALABASAS	COUNTY: LOS ANGELES	STATE: CA
SURVEYED BY: BLAIR, CHURCH & FLYNN	SCE F.B. REF.:	Blair Church Flynn	
DRAWN BY: RJR	MAP REF.:		
CHECKED BY: RSW	LAND INFO.:	SERIAL NO.: 70891A	SHEET 1 OF 1



CITY of CALABASAS

September 17, 2015

Las Virgenes Municipal Water District  
4332 Las Virgenes Road  
Calabasas, CA 91302  
Attn: John Zhao

The City of Calabasas hereby consents to the grant of a six foot wide easement by the Las Virgenes Municipal Water District (LVMWD) to Southern California Edison Company (SCE) for the purpose of constructing, operating, using and maintaining guy wires, anchors, crossarms, wires, and other fixtures for conveying electric energy on the following condition and understanding; that the construction, use and maintenance of the guy wires, anchors, crossarms, wires, and other fixtures does not interfere or otherwise obstruct or limit the City of Calabasas in the construction and maintenance of the Las Virgenes Street Improvement Project (Project) including landscaping and a soil nail retaining wall to be constructed and maintained on land under an easement from LVMWD to the City.

We understand that SCE is designing their utility relocation consistent with the Project, which if designed consistent with the Project plans, will not interfere or obstruct the City's construction and maintenance of the retaining wall or landscaping.

Very truly yours,

Tony Coroalles  
City Manager

100 Civic Center Way  
Calabasas, CA 91302  
(818) 224-1600  
Fax (818) 225-7324

ITEM 7A





EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

SEP 25 2015

John Zhao  
Las Virgenes MWD  
4232 Las Virgenes Road  
Calabasas, CA 91302

Dear Mr. Zhao:

### LAS VIRGENES MUNICIPAL WATER DISTRICT; EASEMENT REQUEST FROM SOUTHERN CALIFORNIA EDISON

I understand the Las Virgenes Municipal Water District (LVMWD) received a construction grant (C-06-1028-410) from the California State Water Resources Control Board (State Water Board) in 1979. The grant included land acquisition for construction of a solids injection facility. The Grant Deed from December 1984 grants, among other things, a security interest in the grant purchased property to the United States Environmental Protection Agency (USEPA) and the State Water Board. The Grant Deed also requires LVMWD to obtain approval from USEPA and the State Water Board to use the property for other purposes when LVMWD determines that the property is no longer needed for the original grant purpose.

You requested an additional approval in an email to my staff on September 11, 2015, because Southern California Edison (SCE) requested a 6-ft easement to relocate their utility poles along the same easement that LVMWD granted to the City of Calabasas (City). The City is currently widening the road next to the grant purchased property, and it is necessary to relocate SCE's poles as part of that project.

LVMWD would like to grant the easement, but requested both USEPA and State Water Board approval before doing so. You have indicated that granting the easement would not trigger a lien release or result in a title change to the property.

After consulting with USEPA, neither USEPA nor the State Water Board object to LVMWD's approval of the easement as long as the proposed road widening project and the easement do not interfere with the purpose of the original construction grant funded project. We have no reason to believe that granting the easement would trigger a lien release or a title change to the property as long as the road project and easement do not impede the original purpose of the grant.



If you have any further concerns, please contact Mr. Christopher Stevens at (916) 341-5698, or [Christopher.stevens@waterboards.ca.gov](mailto:Christopher.stevens@waterboards.ca.gov).

Sincerely,



Darrin Polhemus, Deputy Director  
Division of Financial Assistance

cc: Tatiana L. Holden, P.E.  
Associate Civil Engineer  
[tholden@cityofcalabasas.com](mailto:tholden@cityofcalabasas.com)

Joshua Amaris  
USEPA  
[Amaris.josh@epa.gov](mailto:Amaris.josh@epa.gov)



October 13, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Approval of Management Unit and Supervisor, Professional and Confidential Unit Memorandums of Understanding: July 1, 2015 through June 30, 2018**

**SUMMARY:**

Contract negotiations between the District and its Management Unit and Supervisor, Professional and Confidential Unit have concluded with a tentative agreement on terms that were accepted by the membership of the Units on September 30, 2015. This item is for the Board to approve the attached MOUs as negotiated with the two Units.

**RECOMMENDATION(S):**

Authorize the General Manager to execute Memorandums of Understanding with the Management Unit and Supervisor, Professional and Confidential Unit for a term of July 1, 2015 through June 30, 2018.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

This action will result in an estimated cost of \$154,923 for Fiscal Year 2015-16, and an estimated three-year cumulative cost of \$715,594 as compared to the terms of the current MOUs. These estimates are based on Fiscal Year 2014-15 actual staffing levels and benefits and, therefore, will vary depending on individually selected benefits and the number of filled positions.

**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 and Confidential Unit. The MOUs for the Management Unit and Supervisor Professional and Confidential Unit expired on June 30, 2015, and negotiations were recently completed for the terms of successor MOUs.

Following is a summary of the substantive changes proposed for the successor MOUs:

- **Term** - Three-year term: July 1, 2015 through June 30, 2018.
- **Salary** - Employees of the SPC Unit would receive a 2.085% salary increase, effective July 4, 2015; a 1.5% salary increase on July 1, 2016; and a 1.5% on July 1, 2017. Employees of the Management Unit would receive a 2.55% salary increase, effective July 4, 2015; a 2% salary increase on July 1, 2016; and a 2% on July 1, 2017.

ITEM 8A

- **Standby Time** - An article was added to the SPC Unit's MOU to include the provision of standby time for non-exempt employees only, which mirrors language provided for SEIU General Unit employees.
- **Holiday** - Veteran's Day added as a District-observed holiday

Prepared By: Sherri Paniagua, Human Resources Manager

**ATTACHMENTS:**

[Management Unit MOU](#)

[Supervisor, Professional and Confidential Unit MOU](#)



# **MEMORANDUM OF UNDERSTANDING**

## **MANAGEMENT UNIT**

**July 1, 2015 – June 30, 2018**

## Table of Contents

<b>CHAPTER 1, GENERAL PROVISIONS</b> .....	1
ARTICLE 1, TERM .....	1
ARTICLE 2, RECOGNITION.....	1
ARTICLE 3, CLASSIFIED POSITIONS .....	1
ARTICLE 4, PROVISIONS OF LAW .....	1
ARTICLE 5, RENEGOTIATIONS .....	2
<b>CHAPTER 2, COMPENSATION</b> .....	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
<b>CHAPTER 3, BENEFITS</b> .....	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
<b>CHAPTER 4, LEAVES OF ABSENCE</b> .....	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
<b>CHAPTER 5, EMPLOYER/EMPLOYEE RELATIONS</b> .....	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 July 1, 2015, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on June 30, 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 February 1 and March 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 July 4, 2015, all employees in the bargaining unit shall receive a base salary increase of two and fifty-five one hundredths percent (2.55%).

Effective on first day of the pay period following July 1, 2016, all employees in the bargaining unit shall receive a base salary increase of two percent (2.0%).

Effective on first day of the pay period following July 1, 2017, all employees in the bargaining unit shall receive a base salary increase of two percent (2.0%).

### **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.

### **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 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 65<sup>th</sup> 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 1<sup>st</sup> 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.

<b>During Service Years</b>	<b>Annual Accrued Hours</b>	<b>Hours Accrued at end of Each Pay Period <u>(based on 26 pay periods)</u></b>
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 30<sup>th</sup> 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 Step 1.
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.

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:**

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**Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of October 13, 2015.**

\_\_\_\_\_  
**David W. Pedersen  
General Manager**

\_\_\_\_\_  
**Date**

**Approval as to form:**

\_\_\_\_\_  
**Wayne K. Lemieux  
Legal Counsel**

\_\_\_\_\_  
**Date**

## Appendix A

### LVMWD Management Classifications- covered by this Agreement Hourly Salary Table – July 4, 2015

Classification	Range	Entry	Top
Customer Services Manager	E109	\$48.971	\$68.560
Executive Assistant/Clerk of the Board	E92	\$41.351	\$57.892
Finance Manager*	E109	\$48.971	\$68.560
Information Systems Manager	E114	\$51.469	\$72.057
Principal Engineer	E117	\$53.029	\$74.241
Public Affairs & Communications Manager	E109	\$48.971	\$68.560
Resource Conservation Manager*	E117	\$48.971	\$68.560
Water Reclamation Manager/Engineer	E117	\$53.029	\$74.241
Water System/Facilities Manager	E117	\$53.029	\$74.241

\*Indicates 5% Range Adjustment Available-DOQ





**MEMORANDUM OF UNDERSTANDING**

**SUPERVISOR, PROFESSIONAL & CONFIDENTIAL  
UNIT**

**July 1, 2015 – June 30, 2018**

## Table of Contents

<b><u>CHAPTER 1, GENERAL PROVISIONS</u></b> .....	1
ARTICLE 1, TERM .....	1
ARTICLE 2, RECOGNITION .....	1
ARTICLE 3, CLASSIFIED POSITIONS .....	1
ARTICLE 4, PROVISIONS OF LAW .....	1
ARTICLE 5, RENEGOTIATIONS .....	1
<b><u>CHAPTER 2, COMPENSATION</u></b> .....	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 .....	5
ARTICLE 12, SENIORITY RECOGNITION .....	5
<b><u>CHAPTER 3, BENEFITS</u></b> .....	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
<b><u>CHAPTER 4, LEAVES OF ABSENCE</u></b> .....	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
<b><u>CHAPTER 5, EMPLOYEE/EMPLOYER RELATIONS</u></b> .....	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
<b>Appendix A</b> .....	19

## **SUPERVISORS, PROFESSIONAL & CONFIDENTIAL UNIT MOU**

### **CHAPTER 1, GENERAL PROVISIONS**

#### **ARTICLE 1, TERM**

The provisions of this Agreement shall commence on July 1, 2015, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on June 30, 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 February 1 and March 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 July 4, 2015, all employees in the bargaining unit shall receive a base salary increase 2.085%.

Effective on first day of the pay period following July 1, 2016, all employees in the bargaining unit shall receive a base salary increase of one and one half percent (1.50%).

Effective on first day of the pay period following July 1, 2017, all employees in the bargaining unit shall receive a base salary increase of one and one half percent (1.50%).

### **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.

### **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 65<sup>th</sup> 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.

<b>During Service Years</b>	<b>Annual Accrued Hours</b>	<b>Hours Accrued at end of Each Pay Period <u>(based on 26 pay periods)</u></b>
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.
- 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:**

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**Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes  
Municipal Water District Board of Directors, at their meeting of October 13, 2015.**

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**David W. Pedersen  
General Manager**

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**Date**

**Approval as to form:**

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**Wayne K. Lemieux  
Legal Counsel**

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**Date**

**Appendix A**  
Supervisors, Professionals and Confidential Classifications- covered by this Agreement  
Hourly Salary Table – July 4, 2015

<b>Classification</b>	<b>Range</b>	<b>Entry</b>	<b>Top</b>
Administrative Assistant	M50	\$29.188	\$37.944
Administrative Services Coordinator	M83	\$40.533	\$52.693
Assistant Engineer	M79	\$38.951	\$50.636
Associate Engineer	M92	\$44.331	\$57.630
Chief Water Reclamation Plant Operator	M88	\$42.600	\$55.380
Civil Engineering Assistant	M73	\$36.695	\$47.703
Civil Engineering Associate	M92	\$44.331	\$57.630
Compost Operations Supervisor	M83	\$40.533	\$52.693
Construction Supervisor	M83	\$40.533	\$52.693
Customer Service Operations Supervisor	M83	\$40.533	\$52.693
Customer Service Program Supervisor	M83	\$40.533	\$52.693
Electrical/Instrumentation Supervisor	M83	\$40.533	\$52.693
Environmental Analyst I	M59	\$31.924	\$41.501
Environmental Analyst II	M74	\$37.060	\$48.178
Facilities Maintenance Supervisor	M83	\$40.533	\$52.693
Financial Analyst	M83	\$40.533	\$52.693
Human Resources Coordinator	M50	\$29.188	\$37.944
Laboratory Supervisor	M88	\$42.600	\$55.380
Junior Engineer	M66	\$34.225	\$44.492
Management Analyst I	M59	\$31.924	\$41.501
Management Analyst II	M74	\$37.060	\$48.178

Public Affairs Associate	M80	\$39.341	\$51.143
Purchasing Supervisor	M59	\$31.924	\$41.501
SCADA Analyst	M79	\$38.951	\$50.636
Senior Accountant	M74	\$37.060	\$48.178
Systems Analyst	M82	\$40.131	\$52.170
Water Conservation Coordinator	M83	\$40.533	\$52.693
Water Production & Treatment Supervisor	M88	\$42.600	\$55.380





October 13, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Change of CalPERS Employer Paid Member Contributions: SEIU Office and General Unit Employees**

**SUMMARY:**

The California Public Employees Retirement System (CalPERS) requires all employers paying Employer Paid Member Contributions (EPMC) to have language in a written labor agreement acknowledging the percentage paid for each group or class of employees and adopt a resolution reflecting the agreed upon percentages. On January 13, 2015, the District approved Memorandums of Understanding (MOUs) with the Service Employees International Union (SEIU), Local 721, representing the District's General and Office Units, that provided for a reduction in EPMC from 7% to 0%.

Based on the terms of the MOUs, employees began paying their full 7% member contribution beginning on the first day of the pay period following the Board's approval. Adoption of the proposed Resolution would properly document the change in EPMC, meeting the requirements of CalPERS for such changes.

**RECOMMENDATION(S):**

Pass, approve and adopt proposed Resolution No. 2474, reducing the California Public Employees Retirement System Employer Paid Member Contributions for employees of the Service Employees International Union, Local 721, from 7% to 0%.

**RESOLUTION NO. 2474: A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR EMPLOYEES OF THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721**

(Reference is hereby made to Resolution No. 2474 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

There is no financial impact associated with this action because the change to EPMC was previously approved by the Board on January 13, 2015.

**DISCUSSION:**

As a result of negotiations between the District and its SEIU-represented employees in December 2014 and the terms of MOUs approved by the Board on January 13, 2015, the CalPERS EPMC for employees of the SEIU General and Office Units was reduced from 7% to 0%. SEIU employees began paying their full 7%

member contribution to CalPERS on January 17, 2015. Pursuant to CalPERS requirements and Government Code Section 20691, adoption of a resolution is required to properly document the change in EPMC.

Prepared By: Sherri Paniagua, Human Resources Manager

**ATTACHMENTS:**

[Proposed Resolution No. 2474](#)



**RESOLUTION NO: 2474**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR EMPLOYEES OF THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721**

**WHEREAS**, the board of directors of Las Virgenes Municipal Water District may implement Government Code Section 20691;

**WHEREAS**, the board has a written labor policy, which specifically provides for the normal member contributions to be paid be the employer;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption of a Resolution to commence Employer Paid Member Contribution (EPMC);

**NOW, THEREFORE, BE IT RESOLVED** by the board of directors of Las Virgenes Municipal Water District that the district elects to pay and report the value of EPMC subject to the following conditions:

- This benefit shall apply to all SEIU, Local 721 represented employees of the District.
- This benefit shall consist of paying zero (0) percent of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636 (d)(4) as additional compensation).
- The effective date of this Resolution shall be January 17, 2015.

**PASSED, APPROVED AND ADOPTED this 13th day of OCTOBER, 2015.**

(SEAL)

\_\_\_\_\_  
Glen Peterson  
President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles Caspary  
Secretary

\_\_\_\_\_  
Wayne K. Lemieux  
District Legal Counsel



October 13, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Below-Ground Vault Access Cover Retrofit Program: Purchase Order**

**SUMMARY:**

In September 2013, the District initiated a three-year program for the retrofit of 85 deteriorated below-ground vault access covers using a product manufactured by Vault Access Solutions and Fabrication (VAS). Since inception of the program, two additional vault access covers were determined to require rehabilitation for a total of 87. To date, 76 vault access covers have been received and 11 remain to be ordered. Staff recommends authorization to issue a purchase order to VAS in the amount of \$65,000 for the remaining vault access covers required to complete the program.

**RECOMMENDATION(S):**

Authorize the General Manager to issue a purchase order to Vault Access Solutions and Fabrication, in the amount of \$65,000, for completion of the purchase of custom vault covers to allow for completion of the Below-Ground Vault Access Cover Retrofit Program.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The cost of the remaining vault access covers is \$65,000.00. Sufficient funds are available in the adopted Fiscal Year 2015-16 Budget for this work. No additional appropriation is required.

**DISCUSSION:**

Background:

The District developed a three-year program to rehabilitate its deteriorated below-ground vault access covers in September 2013. The work involved replacing the existing vault access covers with a product manufactured by Vault Access Solutions and Fabrication (VAS), which eliminated the need for costly modifications or replacement of the vaults themselves.

Original Contract with VAS:

On December 10, 2013, the Board authorized execution of a one-year contract with VAS, with two one-year renewal options, for an aggregate not to exceed amount of \$293,337 for 80 of the 85 vault access covers. The five remaining vault access covers required specialized equipment and, therefore, staff deferred contracting for them to allow for negotiation with VAS on individual pricing.

ITEM 8C

**Program Progress:**

To date, staff has executed both renewal options with VAS, purchasing and receiving a total of 76 vault covers. During execution of the work, staff identified special conditions that affected some of the sites, resulting in slightly higher costs than originally anticipated. For example, non-slip coating was deemed necessary for a number of sites due to heavy foot traffic that had previously not been identified. Also, some vaults experienced continued deterioration and, therefore, require the addition of metal reinforcing "skirts" to provide a flush joint with surrounding surfaces. As a result, the original not-to-exceed amount for the contract has been exhausted.

**Remaining Work:**

At this time, there are 11 vault access covers that remain to be ordered from VAS: five from the original group of 85, four that remained from the VAS contract and two newly-identified sites. Staff has evaluated the special conditions affecting these location and negotiated pricing with VAS. Authorization of the purchase order to VAS in the amount of \$65,000 will allow for purchase of the 11 covers and completion of the Below-Ground Vault Access Cover Retrofit Program.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared By: Gretchen Bullock, Purchasing Supervisor



**REVISED AGENDA**

**Regular Board Meeting**

**October 13, 2015**

**12:00 p.m. – Board Room**

Tuesday, October 13, 2015 Meeting Schedule		
7:00-8:00 a.m.	Rm. 1-101	Dirs. Computer Training
9:00 a.m.	Rm. 2-145	L&C
10:00 a.m.	Rm. 2-456	OP&T
12:00 p.m.	Board Room	Board Meeting

MWD Headquarters Building

• 700 N. Alameda Street

• Los Angeles, CA 90012

**1. Call to Order**

- (a) Invocation: Dean Rutzen, Human Resources Assistant III, Human Resources Group
- (b) Pledge of Allegiance: Director Richard W. Atwater

**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 Meetings for September 8 and 22, 2015. (Copies have been mailed to each Director)  
Any additions, corrections, or omissions
- B. Report on Directors' events attended at Metropolitan expense for month of September

- C. Approve committee assignments
- D. Chairman's Monthly Activity Report

## 6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of Metropolitan's activities for the month of September
- B. General Counsel's summary of Legal Department activities for the month of September
- C. General Auditor's summary of activities for the month of September
- D. Ethics Officer's summary of activities for the month of September

## 7. CONSENT CALENDAR ITEMS — ACTION

- 7-1** Authorize granting a permanent easement to the city of Temecula on Metropolitan-owned property located in the county of Riverside. (RP&AM)

**Recommendation:**

**Option #1:**

**Adopt the CEQA determination that the project is categorically exempt, and authorize the General Manager to grant a permanent easement to the city of Temecula.**

- 7-2** Authorize increase of \$200,000 to an existing agreement with Application Software Technology Corporation, for a new not-to-exceed total of \$2,355,000, for the Oracle R12 Upgrade Project (Approp. 15484). (OP&T)

**Recommendation:****Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and**

**Authorize increase of \$200,000 to the agreement with Application Software Technology Corporation for a new not-to-exceed total of \$2,355,000, for the Oracle R12 Upgrade Project.**

**(END OF CONSENT CALENDAR)**

## **8. OTHER BOARD ITEMS — ACTION**

- 8-1** Adopt Ordinance No. 149 determining that the interests of Metropolitan require the use of Revenue Bonds in the aggregate principal amount of \$500 million. (F&I) **(Two-thirds vote required)**

Added

**Recommendation:****Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and adopt Ordinance No. 149**

**determining that the interests of Metropolitan require the use of revenue bonds in the aggregate principal amount of \$500 million to fund a portion of CIP expenditures.**

- 8-2** Approve and authorize the execution and distribution of Remarketing Statements in connection with the remarketing of the Water Revenue Refunding Bonds, 2011 Series A1 and A3 and 2009 Series A2. (F&I)

Added

**Recommendation:**

**Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and**

- a. Approve the draft Remarketing Statements substantially in the form attached to the board letter;**
- b. Authorize the General Manager to finalize, with changes approved by the General Manager and General Counsel, and execute the Remarketing Statements and**
- c. Authorize distribution of the Remarketing Statements in connection with remarketing of the related Bonds.**

- 8-3** Appropriate \$12.5 million; and award \$9,777,000 contract to Myers and Sons Construction, LP to rehabilitate sand traps along the Colorado River Aqueduct (Approp. 15373). (E&O)

**Recommendation:**

**Option #1:**

**Adopt the CEQA determination that the proposed action is categorically exempt, and**

- a. Appropriate \$12.5 million; and**
- b. Award \$9,777,000 contract to Myers and Sons Construction, LP to rehabilitate sand traps on the Colorado River Aqueduct.**

- 8-4** Authorize increase to the contract authority of the five-year agreement with Electric and Gas Industries Association for Metropolitan's regional conservation rebate program. (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 authorize the General Manager to amend Agreement No. 129415 with EGIA to increase the maximum amount payable under the contract from \$290 million to \$620 million to allow for administration of the increased activity in Metropolitan's regional rebate program.**

- 8-5** Approve payment of increased dues for membership with Los Angeles Economic Development Corporation. (C&L)

**Recommendation:****Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project under CEQA and is not subject to CEQA, and authorize the General Manager to change Metropolitan's membership level in the LAEDC and pay the additional membership dues at a total rate of \$12,500 per year.**

- 8-6** Approve Metropolitan Water District of Southern California's Salary Schedule pursuant to CalPERS regulations. (OP&T)

**Recommendation:****Option #1:**

**Adopt the CEQA determination that the project is not defined as a project under CEQA, and approve the salary schedule attached to the board letter.**

- 8-7 Report on existing litigation; *Cora Constructors, Inc. v. The Metropolitan Water District of Southern California*, San Bernardino Superior Court Case No. CIVDS 1411824; authorize increase in maximum amount payable under contract with Musick Peeler & Garrett for legal services by \$250,000 to a new total amount not to exceed \$350,000 (Approp. 15373). (L&C) **[Conference with legal counsel—existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]**
- 8-8 Authorize renewal of Metropolitan's office lease in Washington D.C. (RP&AM) **[Conference with real property negotiators; agency negotiators: John Clairday and Bryan Otake; negotiating party: National Association of Realtors (Landlord); under negotiation: price and terms of payment; to be heard in closed session pursuant to Gov. Code Section 54956.8]**

**9. BOARD INFORMATION ITEMS**

- 9-1** Compliance with Fund Requirements and Bond Indenture Provisions. (F&I)
- 9-2** Storage and Exchange Programs with Antelope Valley-East Kern Water Agency. (WP&S) **(No letter)**



## 10. FUTURE AGENDA ITEMS

## 11. 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.