



**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.

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5:00 PM

July 25, 2017

**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: July 25, 2017 (Pg. 5)**

Ratify

B **Minutes: Regular Meeting of July 11, 2017 (Pg. 30)**

Approve

C **Potable Water Capacity Fees: Correction of Allocation to Construction and Conservation (Pg. 36)**

Pass, approve and adopt proposed Resolution No. 2524, correcting an error and ensuring the proper allocation of potable water capacity fees to construction and conservation.

**RESOLUTION NO. 2524**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO POTABLE WATER CAPACITY FEES**

(Reference is hereby made to Resolution No. 2524 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

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

A **Legislative and Regulatory Updates**

B **Water Supply Conditions Update (Pg. 41)**

6 **TREASURER**

7 **FACILITIES AND OPERATIONS**

A **Refuse Hauling Services: Award of Bid (Pg. 43)**

Accept the bid from Waste Management GI Industries, and authorize the General Manager to execute a one-year service agreement, in the amount of \$26,000, with four one-year renewal options not to exceed the original award by more than 10%, for a maximum five-year total amount of \$140,400, for refuse hauling services at the Tapia Water Reclamation Facility and Westlake Filtration Plant.

B **Communications Site Lease Agreement: Las Virgenes Reservoir/Westlake Filtration Plant (Westlake Village, CA) (Pg. 45)**

Authorize the General Manager to execute a communications site lease agreement with Los Angeles SMSA Limited Partnership (Verizon Wireless) for a new wireless site installation at Las Virgenes Reservoir/Westlake Filtration Plant in the City of Westlake Village.

C **Jed Smith Pipeline Replacement Project: Final Acceptance (Pg. 69)**

Execute a Notice of Completion and have the same recorded; approve an

additional appropriation, in the amount of \$32,971, for administrative costs; and, in the absence of claims from subcontractors and others, release the retention, in the amount of \$22,805.57, within 30 calendar days after filing the Notice of Completion for the Jed Smith Pipeline Replacement Project.

8 **FINANCE AND ADMINISTRATION**

A **Monthly Cash and Investment Report: June 2017 (Pg. 76)**

Receive and file the Monthly Cash and Investment Report for June 2017.

B **Claim from Craig Steinberg and Pamela Blankenship (Pg. 92)**

Deny the claim from Craig Steinberg and Pamela Blankenship.

C **Supply and Delivery of Diatomaceous Earth: Award of Bid (Pg. 130)**

Accept the bid from Dicalite Minerals, Inc., and authorize the General Manager to issue a one-year purchase order, in the amount of \$31,986.07, with four one-year renewal options not to exceed the original award by more than 10%, for a maximum five-year total amount of \$172,724.78, for the supply and delivery of diatomaceous earth.

9 **NON-ACTION ITEMS**

A **Organization Reports**

(1) MWD Representative Report

(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**

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12 **CLOSED SESSION**

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

San Diego County Water Authority v. Metropolitan Water District of Southern California (2017 case)

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: LEE RENGER, TREASURER

Payments for Board Meeting of: July 25, 2017

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

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 76409 through 76504 were issued in the total amount of \$ 644,904.04

**Payments through wire transfers as follows:**

Total payments	\$ 644,904.04
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(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  
07/25/17**

**Check No.  
76409 thru 76457  
07/11/17**

**Check No.  
76458 thru 76504  
07/18/17**

Company Name	Company No.	Amount	Amount	Total
Potable Water Operations	101	32,624.88	89,568.57	122,193.45
Recycled Water Operations	102		582.06	582.06
Sanitation Operations	130	673.15	6,251.82	6,924.97
Potable Water Construction	201			-
Water Conservation Construction	203			-
Sani- Construction	230			-
Potable Water Replacement	301	144,717.15	4,674.08	149,391.23
Reclaimed Water Replace	302			-
Sanitation Replacement	330			-
Internal Service	701	46,906.99	70,910.33	117,817.32
JPA Operations	751	63,600.06	152,112.95	215,713.01
JPA Construction	752			-
JPA Replacement	754	28,196.50	4,470.50	32,667.00
<b>Total Printed</b>		<b>316,718.73</b>	<b>328,570.31</b>	<b>645,289.04</b>

**Voided Checks/payment stopped:**

7/5/2017

#76398

(385.00)

**Total Voids**

-

(385.00)

**(385.00)**

**Net Total**

**328,570.31**

**644,904.04**

Batch Number - 254853

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
76409	07/11/17	19071	A BEE MAN	BEE RMVL-5502 OAKFEN	PV	153005	001	00701	185.00	20103
76410	07/11/17	20775	DAVE ABEL	BEE RMVL-1904 OLIVERA	PV	153006	001	00701	185.00	20102
				BEE RMVL-22727	PV	153007	001	00701	185.00	20105
				TICONDRGA Payment Amount				535.00		
				RFND CR	PV	153016	001	00101	12.91	058621
				BAL-CLOSED A/C						
				Payment Amount				12.91		
76411	07/11/17	8680	ADS, LLC	MTR MAINT/DATA	PV	152978	001	00701	673.15	22085.22-0617
				ONLY 6/17						
				MTR MAINT/DATA	PV	152978	002	00701	2,019.45	22085.22-0617
				ONLY 6/17						
				Payment Amount				2,692.60		
76412	07/11/17	18652	ADWESTEAST	LVNWD/MWD TOUR T-SHIRTS	PV	152992	001	00101	1,440.85	17-5142
				Payment Amount				1,440.85		
76413	07/11/17	15897	AMERICAN TELEBROKERS	(40) MITEL TELEPHONES	PV	152975	001	00701	6,046.50	127744
				(40) MITEL TELEPHONES	PV	152975	003	00701	54.24	127744
				Payment Amount				6,100.74		
76414	07/11/17	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	CNFN SPC WKSH (5) 6/22	PV	153041	001	00701	140.00	06-10048
				CNFN SPC WKSH (5) 6/22	PV	153041	002	00701	35.00	06-10048
				Payment Amount				175.00		
76415	07/11/17	2403	ASSOCIATION OF WATER AGENCIES	4 REG-WTRWS BKFS 6/15	PV	153011	001	00701	25.00	06-10037
				4 REG-WTRWS BKFS 6/15	PV	153011	002	00701	25.00	06-10037
				4 REG-WTRWS	PV	153011	003	00701	25.00	06-10037

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							itm	Co		
				BKFST 6/15						
				4 REG-WTRWS	PV	153011	004	00701	25.00	06-10037
				BKFST 6/15						
				Payment Amount				100.00		
76416	07/11/17	2407	ATLAS TOWING	TOW #891 TO	PV	153002	001	00701	177.50	56822
				BARNES 6/19						
				TOW #891 TO	PV	153003	001	00701	177.50	56938
				BARNES 6/26						
				Payment Amount				355.00		
76417	07/11/17	7770	AUTOMATIONDIR ECT.COM	PRSS TRANS & CABLES	PV	153000	001	00101	236.00	7945783
				Payment Amount				236.00		
76418	07/11/17	3385	C A RASMUSSEN INC.	RFND CR BAL-CLOSED	PV	153013	001	00101	1,136.92	9996292
				A/C						
				Payment Amount				1,136.92		
76419	07/11/17	5434	CDM SMITH INC.	DEMO DSGN-PUREWTR	PV	152979	001	00701	28,196.50	90020500
				4/1-5/27						
				Payment Amount				28,196.50		
76420	07/11/17	20776	CHURCH PROPERTIES LLC	RFND CR BAL-CLOSED	PV	153017	001	00101	242.76	057712
				A/C						
				Payment Amount				242.76		
76421	07/11/17	2534	CITY OF CALABASAS	RFND CR BAL-CLOSED	PV	153012	001	00101	1,500.00	9996997
				A/C						
				Payment Amount				1,500.00		
76422	07/11/17	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	IRR BASIN ELEC RPL	PV	152970	001	00701	1,185.38	9009-753496
				Payment Amount				1,500.00		
76423	07/11/17	14591	EMISSION COMPLIANT CONTROLS CORP.	IRR BASIN ELEC RPL	PV	152971	001	00701	1,789.44	9009-754008
				Payment Amount				2,974.82		
				WAUKESHA H2476G EMSSN TST	PV	152966	001	00701	1,379.00	PSO3932

Alt Payee 15750 EMISSION COMPLIANT CONTROLS CORP.  
P. O. BOX 16727



Batch Number - 254853  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							Item	Co		
IRVINE CA 92623-6727										
76424	07/11/17	2658	FEDERAL EXPRESS CORP	Payment Amount PKG DELIVERED 6/23/17	PV	153004	001	00701	1,379.00 26.47	5-851-42581
76425	07/11/17	2655	FERGUSON ENTERPRISES	Payment Amount PRSS REDUCING VALVE	PV	152969	001	00701	26.47 3,197.05	0595176
Alt Payee 3207 FERGUSON ENTERPRISES, INC. #1083 P. O. BOX 740827 LOS ANGELES CA 90074-0827										
76426	07/11/17	2701	GRAINGER, INC.	Payment Amount 4 CROSS & 8 SIDE BOXES WTR LEVEL SENSOR-RANCHO 3 PISTOL GRIP AIRGUNS	PV	152919	001	00701	3,197.05 7,396.87 63.19 167.96	9463814153 9464652222 9466653343
Alt Payee 5453 GRAINGER, INC. DEPT. 805178142 PALATINE IL 60038-0001										
76427	07/11/17	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	Payment Amount PVC PARTS FOR FERRIC RPR PARTS FOR BISULFATE	PV	152997	001	00751	7,892.40 204.19 432.61	005B4553 005B4586
Alt Payee 7132 HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 CHINO CA 91708-5128										
76428	07/11/17	20697	J&H ENGINEERING GENERAL CONTRACTORS, INC	Payment Amount PMT#3-JEDSMIT H PPLN	PV	152973	001	00701	636.80 99,817.00	10634/#3
5% RETENTION-PMT 4,990.85-										

Batch Number - 254853  
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
76429	07/11/17	2789	LIEBERT CASSIDY WHITMORE	Payment Amount ERC MBSHIP 7/1/17-6/30/1 8	PV	152936	94,826.15	001	00701	4,080.00	1440714
76430	07/11/17	19052	MORRISON RANCH ESTATES HOA	Payment Amount RFND CR BAL-CLOSED A/C	PV	153015	4,080.00	001	00101	1,281.63	9988957
76431	07/11/17	2365	MSO TECHNOLOGIES	Payment Amount ENG SRV-WLK PLNT P/E 3/31/17	PV	152962	1,281.63	001	00701	16,875.00	5403
				ENG SRV-WLK P/S P/E 11/30/16	PV	152963	6,510.00	001	00701	6,510.00	5365
				ENG SRV W/LK PLNT P/E 11/30/16	PV	152964	7,186.00	001	00701	7,186.00	05365
				RECLM ENG SRVS MAY'17	PV	153032	300.80	001	00701	300.80	5546
				ENG SRV W/LK PLNT P/E 6/30	PV	153033	5,740.00	001	00701	5,740.00	5566
				ENG SRV W/LK PS P/E 6/30	PV	153034	13,580.00	001	00701	13,580.00	5565
76432	07/11/17	2302	OFFICE DEPOT	Payment Amount PEN REFILLS MISC OFFICE SUPPLIES CR RTRN TONER CARTRGS	PV	152981	50,191.80	001	00701	7.47	937792899001
					PV	152982	344.12	001	00701	344.12	937793210001
					PD	152996	174.38-	001	00701	174.38-	935576426001
76433	07/11/17	16372	OLIN CORPORATION - CHLORALKALI	Payment Amount 4,972 GAL HYPOCHLORITE	PV	152923	177.21	001	00701	2,817.41	2360373
				4,948 GAL HYPOCHLORITE	PV	152924	2,803.81	001	00701	2,803.81	2354038
				4,984 GAL HYPOCHLORITE	PV	152925	2,824.21	001	00701	2,824.21	2355407

Batch Number - 254853

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							Lim	Co		
			P.O. BOX 402766 ATLANTA GA 30384-2766	Payment Amount				8,445.43		
76434	07/11/17	19164	DONALD PATTERSON	CELL EXP-122916-06 2817	PV	153040	001 00701	415.47	CELLJAN-JUN17	
				Payment Amount				415.47		
76435	07/11/17	20651	PEOPLEREADY INC	TEMP SRV 5/30-6/2/17	PV	152927	001 00701	705.92	22280671	
				TEMP SRV 6/5-6/9/17	PV	152928	001 00701	882.40	22321288	
				TEMP SRV 6/12-6/16/17	PV	152929	001 00701	882.40	22351715	
				TEMP SRV 6/19-6/23	PV	153037	001 00701	882.40	22374879	
				Payment Amount				3,353.12		
76436	07/11/17	8484	PRAXAIR DISTRIBUTION, INC	CYLINDER RENT 5/20-6/20/17	PV	152994	001 00101	158.47	77847163	
				Payment Amount				158.47		
			Alt Payee 8898 PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511							
76437	07/11/17	20436	DAVE ROBERTS	REIMB-CWEP CONF 5/30-6/2	PV	153043	001 00701	180.00	060217	
				Payment Amount				180.00		
76438	07/11/17	20777	AURORA ROHN	RFND CR BAL-CLOSED A/C	PV	153018	001 00101	95.20	062761	
				Payment Amount				95.20		
76439	07/11/17	20778	DONALD RONK	RFND CR BAL-CLOSED A/C	PV	153019	001 00101	136.90	016197	
				Payment Amount				136.90		
76440	07/11/17	20774	SERVICE MASTER PROFESSIONAL RESTORATION	CLEAR WTR DMG-RSTRM OVERFLO	PV	152937	001 00751	3,582.86	9173	
				Payment Amount				3,582.86		
76441	07/11/17	20412	SHRED-IT USA	JUN'17 DOC	PV	153035	001 00701	193.33	8122621694	
				Payment Amount				193.33		

Batch Number - 254853  
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
76442	07/11/17	2948	SMITH PIPE & SUPPLY	SHRDNG SRV Payment Amount	PV	153038	001	00701	193.33	3148772
76443	07/11/17	2957	SOUTHERN CALIFORNIA EDISON	Payment Amount RW P/S 6/1-6/30/17	PV	153042	001	00751	23.19	4500-42/07011
				NEM						7
				Payment Amount RW P/S 6/1-6/30/17	PV	153042	002	00751	17,452.76	4500-42/07011
				NEM						7
76444	07/11/17	3789	T & T TRUCK & CRANE SERVICE	Payment Amount 40 T CRANE-TAPIA	PV	152965	001	00701	780.00	0131618-IN
				6/7						
76445	07/11/17	20782	THE BUSBANK	Payment Amount BUS SERVICE @	PV	153039	001	00751	1,364.00	I218621-01
				7/18/17						
76446	07/11/17	4595	THE COPY DEPARTMENT	Payment Amount PW/AV REL DOC COPIES	PV	153008	001	00701	358.50	1487648
76447	07/11/17	8147	UNIVAR USA INC.	Payment Amount 280.5 GAL CIRTIC ACID	PV	153036	001	00701	1,705.20	LA547312
				Alt Payee 12770 UNIVAR USA INC. P. O. BOX 740896 LOS ANGELES CA 90074-0896						
76448	07/11/17	3035	VWR SCIENTIFIC	Payment Amount LAB SUPPLIES	PV	152999	001	00701	267.52	8048930080
				Alt Payee 3216 VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169						
76449	07/11/17	19685	W. LITTEN INC.	Payment Amount SPRYFLD 6/19-6/23/17	PV	152926	001	00701	5,579.68	11163
				REMOVE FALLEN TREE-TAPIA	PV	152935	001	00751	589.32	11161
76450	07/11/17	18643	WARD	Payment Amount RFND CR	PV	153014	001	00101	6,189.00	9998937

Batch Number - 254853  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key ltr	Co	Amount	Invoice Number
			CORPORATION	BAL-CLOSED						
			A/C						1,145.70	
76451	07/11/17	3025	WATER & SANITATION SRV.AVENTURA COUNTY	Payment Amount PURCH WTR 5/16-6/20/17	PV	152995	001	00101	23,818.76	1461668
				Payment Amount DIONIZED WTR 7F15083	PV	152920	001	00701	25.50	W7F1718-LV
				TAPIA NON NPDES 7F15084	PV	152921	001	00701	25.50	W7F1719-LV
				TAPIA NON NPDES 7F15085	PV	152922	001	00701	7.14	W7F1720-LV
				DIONIZED WTR 7B14107	PV	152976	001	00701	25.50	W7C0152-LV
				WESTLAKE 7D13079	PV	152977	001	00701	39.78	W7D1457-LV
				Payment Amount SRV A/C TAPIA	PV	152980	001	00701	123.42	S83707
76453	07/11/17	3048	WEST COAST AIR CONDITIONING	Payment Amount RPR HOT WTR VALVE #34	PV	153001	001	00701	188.00	J1809
				Payment Amount 5/17 LEASE-HQ&TAPI	PV	152930	001	00701	953.00	702095432
76454	07/11/17	18640	WEST COAST POWER SOLUTIONS	Payment Amount 5/17 LEASE-HQ&TAPI	PV	152990	002	00701	378.21	702095432
				Payment Amount 5/17 LEASE-HQ&TAPI	PV	152990	003	00701	108.03	702095432
76455	07/11/17	3067	XEROX CORPORATION	Payment Amount 5/17 LEASE-HQ&TAPI	PV	152990	004	00701	42.55	702095432
				Payment Amount 5/17 LEASE-HQ&TAPI	PV	152990	005	00701	84.55	702095432
				Payment Amount 5/17 LEASE-HQ&TAPI	PV	152930	005	00701	478.55	702095432

Batch Number - 254853  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	006	00701	136.69	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	007	00701	53.83	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	008	00701	2.36	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	009	00701	115.17	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	010	00701	78.64	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	011	00701	16.96	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	012	00701	8.31	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	013	00701	505.92	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	014	00701	144.51	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	015	00701	56.91	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	016	00701	186.89	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	017	00701	107.35	702095432
				LEASE-HQ&TAPI					
A									
5/17				PV	152930	018	00701	30.66	702095432
				LEASE-HQ&TAPI					
A									

Batch Number - 254853

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
76456	07/11/17	3068	YSI	5/17 LEASE-HQ&TAPI A	PV	152930	019	00701	12.08	702095432
				LEASE-6/17	PV	153010	001	00701	125.41	089754396
				5945APT-OPS	PV	153010	002	00701	35.82	089754396
				LEASE-6/17	PV	153010	003	00701	14.11	089754396
				5945APT-OPS	PV	153010	004	00701	13.28	089754396
				LEASE-6/17	PV	152972	001	00701	125.82	692550
				5945APT-OPS	PV				2,736.79	
				Payment Amount					125.82	
				SENSOR CAP	PV	152983	001	00701	16,105.91	0036204-IN/00
				KIT						36519-IN
				Payment Amount					16,105.91	
				200 MTRS & INSTALL KITS	PV				316,718.73	
				Payment Amount						
				Total Amount of Payments Written						
				Total Number of Payments Written						49

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
76458	07/18/17	18661	ACTION AUTO GLASS	VEH #902 REAR WINDOW	PV	153027	001 00701	307.65	4-252328
				Payment Amount				307.65	
76459	07/18/17	19993	ALEXANDER'S CONTRACT SERVICES, INC.	6/5-6/30/17 MTR READS	PV	153149	001 00701	16,308.06	101270
				Payment Amount				16,308.06	
76460	07/18/17	9631	AT&T LONG DISTANCE	LONG DIST	PV	153096	001 00701	743.46	806368136/070 417
				LONG DIST	PV	153096	002 00701	4.72	806368136/070 417
				LONG DIST	PV	153096	003 00701	26.80	806368136/070 417
				LONG DIST	PV	153096	004 00701	1.13	806368136/070 417
				LONG DIST	PV	153096	005 00701	22.67	806368136/070 417
				LONG DIST	PV	153096	006 00701	16.96	806368136/070 417
				LONG DIST	PV	153096	007 00701	.20	806368136/070 417
				Payment Amount				815.94	
76461	07/18/17	16253	AT&T MOBILITY	SRV	PV	153124	001 00701	121.58	9332/070317
				SRV	PV	153124	002 00701	18.80	9332/070317
				SRV	PV	153124	003 00701	42.00	9332/070317
				SRV	PV	153124	004 00701	311.61	9332/070317
				SRV	PV	153124	005 00701	31.26	9332/070317
				SRV	PV	153124	006 00701	81.32	9332/070317
				SRV	PV	153124	007 00701	102.55	9332/070317
				SRV	PV	153124	008 00701	13.16	9332/070317
				SRV	PV	153124	009 00701	5.64	9332/070317



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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document		Key		Amount	Invoice Number
					Ty	Number	Item	Co		
				SRV	PV	153124	010	00701	133.31	9332070317
				6/4-7/3/17						
				SRV	PV	153124	011	00701	365.42	9332070317
				6/4-7/3/17						
				SRV	PV	153124	012	00701	31.26	9332070317
				6/4-7/3/17						
				SRV	PV	153124	013	00701	42.00	9332070317
				6/4-7/3/17						
				SRV	PV	153124	014	00701	510.28	9332070317
				6/4-7/3/17						
				SRV	PV	153124	015	00701	39.80	9332070317
				6/4-7/3/17						
				SRV	PV	153124	016	00701	18.80	9332070317
				6/4-7/3/17						
				SRV	PV	153124	017	00701	142.76	9332070317
				6/4-7/3/17						
				SRV	PV	153124	018	00701	18.80	9332070317
				6/4-7/3/17						
				SRV	PV	153124	019	00701	237.69	9332070317
				6/4-7/3/17						
				SRV	PV	153124	020	00701	92.20	9332070317
				6/4-7/3/17						
				Payment Amount					2,360.24	
76462	07/18/17	18654	AT&T	CONF	PV	153130	001	00701	5.70	707-014042
			TELECONFERENC	CALLS-JUN'17						
			E SERVICES	CONF	PV	153130	002	00701	7.02	707-014042
				CALLS-JUN'17						
				CONF	PV	153130	003	00701	25.38	707-014042
				CALLS-JUN'17						
				CONF	PV	153130	004	00701	17.55	707-014042
				CALLS-JUN'17						
				CONF	PV	153130	005	00701	89.24	707-014042
				CALLS-JUN'17						
				Payment Amount					144.89	
76463	07/18/17	7965	B&B PALLET CO.	55 YDS WOOD CHIPS	PV	153082	001	00701	583.00	116911
				55 YDS WOOD CHIPS					583.00	116904
				Payment Amount					1,166.00	
76464	07/18/17	20698	BATTERIES	55AH 12V AGM	PV	153031	001	00101	138.23	312-361683

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item Co	Amount	Invoice Number
			PLUS	BATTERY					
76465	07/18/17	18893	BILLTRUST	Payment Amount ONLN BILL PMT SRV-6/17	PV	153048	001 00701	138.23 7,878.40	167121
76466	07/18/17	3455	CALIFORNIA HIGHWAY PATROL	Payment Amount RPT NCIC9580-1458 9/6/9/17	PV	153156	001 00101	10.00	NCIC/060917
76467	07/18/17	15145	MARY CAPP'S	Payment Amount REIMB-DEP/FOO D-EE EVENT	PV	153133	001 00701	100.00	000707
76468	07/18/17	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Payment Amount TURTLE WIRE CART	PV	153081	001 00701	100.00 875.89	9009-754176
76469	07/18/17	18933	DAVIS WHOLESALE ELECTRIC, INC.	Payment Amount MODICON PLC BASE/CLOCK	PV	153055	001 00101	875.89 498.08	1021-428345
76470	07/18/17	18815	FASTENAL COMPANY	Payment Amount 15 SANDER BELTS	PV	153030	001 00701	158.51	CACHA26024
			Alt Payee 18835 FASTENAL COMPANY P. O. BOX 1286 WINONA MN 55987-1286						
76471	07/18/17	2658	FEDERAL EXPRESS CORP	Payment Amount PKG DELIVERED 6/29	PV	153054	001 00701	158.51 25.61	5-858-27029
76472	07/18/17	19397	FIRST CHOICE SERVICES	Payment Amount RLV COFFEE SUPPLIES OPS COFFEE SUPPLIES HQ COFFEE SUPPLIES TAPIA COFFEE SUPPLIES	PV	153077	001 00701	25.61 87.57 107.65 38.24 81.01	270959 270960 270961 270962
76473	07/18/17	6770	G.I.	Payment Amount 7/17 DISP-WLK	PV	153134	001 00101	314.47 262.50	2434161-0283-

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Payment Number	Payment Date	Name	Address Number	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number		
INDUSTRIES												
				7/17 DISP-TAPIA	PV	153136	001	00751	693.96	2528261-0283-9		
				GRIT								
				7/17 DISP-RLV	PV	153137	001	00751	88.38	2819215-0283-3		
				7/17 DISP-RLV FARM	PV	153138	001	00751	88.38	2819216-0283-1		
				7/17 DISP	PV	153141	001	00701	214.89	2819217-0283-9		
				7/17 DISP	PV	153141	002	00701	436.29	2819217-0283-9		
				6/16-6/29 SHOP DISP	PV	153142	001	00701	259.99	2819417-0283-5		
				7/17 DISP-TAPIA	PV	153154	001	00751	823.38	2528258-0283-5		
				Alt Payee 6771 G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065								
				Payment Amount 2,867.77								
76474	07/18/17	GRAINGER, INC.	2701	TORQUE	PV	153026	001	00701	1,000.77	9473603018		
				MULTIPLR & WRNCH								
				FLUKE MTR	PV	153028	001	00701	587.24	9475008521		
				3/4 HP 3 PH MTR	PV	153029	001	00751	378.77	9475008539		
				9 ANTI-SEIZE LUBRICANTS	PV	153095	001	00701	101.40	9469203567		
				Alt Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001								
				Payment Amount 2,068.18								
76475	07/18/17	GRM INFORMATION MANAGEMENT SERVICES-CA	19548	JUL'17 RECORDS STORAGE	PV	153139	001	00701	129.64	0340189		
				JUL'17 RECORDS STORAGE	PV	153140	001	00701	326.40	0340190		
				Payment Amount 456.04								

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
76476	07/18/17	2705	HACH COMPANY	(2) AMPULE KITS & RGT SET	PV	153087	001 00701	709.40	10521455
				20 RGT SETS	PV	153088	001 00701	2,468.77	10512827
			Alt Payee						
			6442 HACH COMPANY						
			2207 COLLECTIONS CENTER DR						
			CHICAGO IL 60693						
				Payment Amount				3,178.17	
76477	07/18/17	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	PVC PRTS FOR BISULFATE RPR	PV	153021	001 00751	706.58	00584787
			Alt Payee						
			7132 HARRINGTON INDUSTRIAL PLASTICS LLC						
			P. O. BOX 5128						
			CHINO CA 91708-5128						
				Payment Amount				706.58	
76478	07/18/17	18646	HDR ENGINEERING, INC.	4/2-5/27/17 WTR DMD STDY	PV	153143	001 00701	11,692.50	1200059788
				5/2-5/27/17	PV	153144	001 00701	3,979.08	1200059785
				WLFP UPGRD					
				Payment Amount				15,671.58	
76479	07/18/17	16809	ICTUS CONSULTING, LLC	APR/JUN'17 LBRY & DOC SPP	PV	153093	001 00701	6,955.00	LVMWD-201706
				Payment Amount				6,955.00	
76480	07/18/17	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	EQS TANK 5/23-6/28/17	PV	153059	001 00401	373.70	0896/070517
				CNTRT TANK	PV	153060	001 00754	354.30	8862/070517
				5/31-6/30/17					
				Payment Amount				728.00	
76481	07/18/17	3483	DAVID LIPPMAN	REIMB-CELL EXP	PV	153157	001 00701	89.20	7898/070317
				6/4-7/3/17					
				Payment Amount				89.20	
				MND-30800	PV	153052	001 00754	75.00	10637/MND
				AGOURA/PWP					
				Payment Amount				75.00	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
76483	07/18/17	2814	MCMaster-CARR SUPPLY CO	HYD PRSSR GUAGE	PV	153024	001	00751	71.72	37089571
76484	07/18/17	18940	MP PRINTING & MAILING	WTR QLTY RPT PRNTNG	PV	153147	001	00701	7,728.50	64537
76485	07/18/17	2842	NAPA AUTO PARTS	MAILING WTR QLTY RPT	PV	153148	001	00701	1,605.43	64584
76486	07/18/17	20772	NATIONAL PAYMENT CORP.	Payment Amount JUN'17 ELECT PAYSTBS	PV	153090	001	00701	65.47	29210
76487	07/18/17	18946	PACIFIC ADVANCED CIVIL ENGINEERING, INC.	Payment Amount TWRP PRCS AIR UPG P/E 6/30	PV	153084	001	00701	4,041.20	99375
76488	07/18/17	19184	DONALD PATTERSON	Payment Amount MLG-CLEAN WTR MTG 6/28	PV	153129	001	00701	72.76	062817
76489	07/18/17	4675	PEPPERDINE UNIVERSITY	Payment Amount INV SPEC STDY 3/1-4/30	PV	153085	001	00701	9,181.98	LVM-15-004
76490	07/18/17	20334	PRUDENTIAL OVERALL SUPPLY	Payment Amount 6/17 UNFRMS/MATS/T WLS	PV	153061	001	00701	87.00	170761233
			Alt Payee	3197 MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690						
				Payment Amount 263.17						
				Payment Amount 9,333.93						
				Payment Amount 222.54						
				Payment Amount 65.47						
				Payment Amount 4,041.20						
				Payment Amount 72.76						
				Payment Amount 9,181.98						
				Payment Amount 18.91						

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Item Co	Amount	Invoice Number
	6/17			UNFRMS/MATS/T WLS	PV 153062	001 00701	87.00	170762750
	6/17			UNFRMS/MATS/T WLS	PV 153062	002 00701	18.91	170762750
	6/17			UNFRMS/MATS/T WLS	PV 153063	001 00701	85.00	170764360
	6/17			UNFRMS/MATS/T WLS	PV 153063	002 00701	18.91	170764360
	6/17			UNFRMS/MATS/T WLS	PV 153064	001 00701	87.00	170765813
	6/17			UNFRMS/MATS/T WLS	PV 153064	002 00701	18.91	170765813
	6/17			UNFRMS/MATS/T WLS	PV 153065	001 00701	15.40	170761228
	6/17			UNFRMS/MATS/T WLS	PV 153065	002 00701	15.84	170761228
	6/17			UNFRMS/MATS/T WLS	PV 153066	001 00701	15.40	170762745
	6/17			UNFRMS/MATS/T WLS	PV 153066	002 00701	15.84	170762745
	6/17			UNFRMS/MATS/T WLS	PV 153067	001 00701	15.40	170764355
	6/17			UNFRMS/MATS/T WLS	PV 153067	002 00701	15.84	170764355
	6/17			UNFRMS/MATS/T WLS	PV 153068	001 00701	15.40	170765808
	6/17			UNFRMS/MATS/T WLS	PV 153068	002 00701	15.84	170765808

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document . . . . .	Key Item Co	Amount	Invoice Number
Number	Date	Number		Ty	Number			
			WLS					
	6/17		UNFRMS/MATS/T	PV	153069	001 00701	221.48	170761231
			WLS					
	6/17		UNFRMS/MATS/T	PV	153070	001 00701	221.73	170762748
			WLS					
	6/17		UNFRMS/MATS/T	PV	153071	001 00701	221.73	170764358
			WLS					
	6/17		UNFRMS/MATS/T	PV	153072	001 00701	221.73	170765811
			WLS					
	6/17		UNFRMS/MATS/T	PV	153073	001 00701	46.95	170761232
			WLS					
	6/17		UNFRMS/MATS/T	PV	153073	002 00701	11.88	170761232
			WLS					
	6/17		UNFRMS/MATS/T	PV	153074	001 00701	46.95	170762749
			WLS					
	6/17		UNFRMS/MATS/T	PV	153074	002 00701	11.88	170762749
			WLS					
	6/17		UNFRMS/MATS/T	PV	153075	001 00701	46.95	170764359
			WLS					
	6/17		UNFRMS/MATS/T	PV	153075	002 00701	11.88	170764359
			WLS					
	6/17		UNFRMS/MATS/T	PV	153076	001 00701	46.95	170765812
			WLS					
	6/17		UNFRMS/MATS/T	PV	153076	002 00701	11.88	170765812
			WLS					
			Payment Amount				1,668.59	
			MAY-17	PV	153094	001 00701	695.00	131087
			STANDBY CHGS					
			Payment Amount				695.00	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itm	Key Co	Amount	Invoice Number
76492	07/18/17	2902	QUINN POWER SYSTEM	GENTR RENT-MCCOY P/S	PV	153020	001	00101	1,236.55	E1480201
				Payment Amount					1,236.55	
76493	07/18/17	2957	SOUTHERN CALIFORNIA EDISON	ENERGY CHGS JUN'17	PV	153044	001	00101	2,619.01	2869/071517
				ENERGY CHGS JUN'17	PV	153044	002	00101	24.02	2869/071517
				ENERGY CHGS JUN'17	PV	153044	003	00101	531.11	2869/071517
				ENERGY CHGS JUN'17	PV	153044	004	00101	22.53	2869/071517
				ENERGY CHGS JUN'17	PV	153044	005	00101	70.46	2869/071517
				ENERGY CHGS JUN'17	PV	153044	006	00101	19.30	2869/071517
				ENERGY CHGS JUN'17	PV	153044	007	00101	14.53	2869/071517
				ENERGY CHGS JUN'17	PV	153044	008	00101	9.68	2869/071517
				ENERGY CHGS JUN'17	PV	153044	009	00101	22.53	2869/071517
				ENERGY CHGS JUN'17	PV	153044	010	00101	25.78	2869/071517
				ENERGY CHGS JUN'17	PV	153044	011	00101	24.02	2869/071517
				ENERGY CHGS JUN'17	PV	153044	012	00101	2,818.76	2869/071517
				ENERGY CHGS JUN'17	PV	153044	013	00101	8,245.96	2869/071517
				ENERGY CHGS JUN'17	PV	153044	014	00101	48.08	2869/071517
				ENERGY CHGS JUN'17	PV	153044	015	00101	4,617.75	2869/071517
				ENERGY CHGS JUN'17	PV	153044	016	00101	2,876.75	2869/071517
				ENERGY CHGS JUN'17	PV	153044	017	00101	23.89	2869/071517
				ENERGY CHGS JUN'17	PV	153044	018	00101	196.72	2869/071517



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Payment Number	Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
				ENERGY CHGS	PV	153044	019 00101	3,738.90	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	020 00101	36,010.55	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	021 00101	54,015.82	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	022 00101	25.49	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	023 00101	653.11	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	024 00101	1,148.72	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	025 00101	5,934.62	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	026 00101	822.80	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	027 00101	1,673.08	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	028 00101	848.54	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	029 00101	3,306.85	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	030 00101	26.31	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	031 00101	2,608.52	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	032 00101	27.58	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	033 00101	414.81	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	034 00101	25.33	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	035 00101	8,556.18	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	036 00101	6,966.20	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	037 00101	3,488.87	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	038 00101	2,159.76	2869/071517
	JUN'17								
				ENERGY CHGS	PV	153044	039 00101	3,433.06	2869/071517
	JUN'17								

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Payment . . . Number	Date	Address Number	Name	Payment Stub Message	Document . . . Ty Number	Key itm Co	Amount	Invoice Number
JUN'17				ENERGY CHGS	PV 153044	040 00101	11,593.77	2869/071517
JUN'17				ENERGY CHGS	PV 153044	041 00101	4,235.22	2869/071517
JUN'17				ENERGY CHGS	PV 153044	042 00101	4,087.92	2869/071517
JUN'17				ENERGY CHGS	PV 153044	043 00101	2,589.08	2869/071517
JUN'17				ENERGY CHGS	PV 153044	045 00101	522.03	2869/071517
JUN'17				ENERGY CHGS	PV 153044	046 00101	82.55	2869/071517
JUN'17				ENERGY CHGS	PV 153044	047 00101	58.15	2869/071517
JUN'17				ENERGY CHGS	PV 153044	048 00101	570.52	2869/071517
JUN'17				ENERGY CHGS	PV 153044	049 00101	4,094.15	2869/071517
JUN'17				ENERGY CHGS	PV 153044	050 00101	4,323.12	2869/071517
JUN'17				ENERGY CHGS	PV 153044	051 00101	22.53	2869/071517
JUN'17				ENERGY CHGS	PV 153044	053 00101	26.34	2869/071517
JUN'17				ENERGY CHGS	PV 153044	054 00101	549.43	2869/071517
JUN'17				ENERGY CHGS	PV 153044	055 00101	26.77	2869/071517
JUN'17				ENERGY CHGS	PV 153044	056 00101	837.35	2869/071517
JUN'17				ENERGY CHGS	PV 153044	057 00101	27.48	2869/071517
JUN'17				ENERGY CHGS	PV 153044	058 00101	582.06	2869/071517
JUN'17				ENERGY CHGS	PV 153044	059 00101	31.59	2869/071517
JUN'17				ENERGY CHGS	PV 153044	060 00101	463.19	2869/071517
JUN'17				ENERGY CHGS	PV 153044	061 00101	2,158.75	2869/071517

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
				ENERGY CHGS	PV	153044	062	00101	2,219.01	2869/071517
				JUN'17						
				ENERGY CHGS	PV	153044	063	00101	1,092.94	2869/071517
				JUN'17						
				Payment Amount				198,287.93		
76494	07/18/17	2957	SOUTHERN CALIFORNIA EDISON	RLV CMPST	PV	153057	001	00751	27,515.18	5165-46/07081
				6/1-6/30/17						7
				Payment Amount				27,515.18		
76495	07/18/17	2957	SOUTHERN CALIFORNIA EDISON	RLV CMPST-DL	PV	153128	001	00751	800.47	3293-30/07111
				6/1-6/30/17						7
				Payment Amount				800.47		
76496	07/18/17	2958	SOUTHERN CALIFORNIA GAS CO	JBR P/S	PV	153058	001	00101	34.01	1200/070317
				5/31-6/29/17						
				Payment Amount				800.47		
				RANCHO	PV	153125	001	00751	552.64	4200/070617
				6/2-7/3/17						
				WLK P/S	PV	153127	001	00101	15.76	9400/070717
				6/1-7/1/17						
				TAPIA	PV	153155	001	00751	571.47	4000/070617
				6/2-7/3/17						
				Payment Amount				1,173.88		
76497	07/18/17	14479	STEPHEN'S VIDEO PRODUCTIONS	VIDEO SRV LV	PV	153091	001	00701	1,087.50	6-30-17
				MTGS JUN'17						
				VIDEO SRV JPA	PV	153092	001	00701	543.75	6-29-17
				MTGS JUN'17						
				Payment Amount				1,631.25		
76498	07/18/17	2780	VALLEY NEWS GROUP	AD-WTR QLTY	PV	153045	001	00101	190.00	6-30-17
				RPT 6/29						
				AD- NO	PV	153046	001	00101	220.00	6-23
				OVRSPRY 6/22						
				Payment Amount				410.00		
76499	07/18/17	13326	VILLA ESPERANZA SERVICES	6/17 LNDSCP	PV	153089	001	00701	1,037.94	LVMWD 2017-6
				SER						
				6/17 LNDSCP	PV	153089	002	00701	2,880.60	LVMWD 2017-6
				SER						
				6/17 LNDSCP	PV	153089	004	00701	532.32	LVMWD 2017-6
				SER						

Batch Number - 254980  
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
76500	07/18/17	2436	VINCE BARNES AUTOMOTIVE	Payment Amount RPR & CLN RODENT DMG #824	PV	153022	001	00701	360.00	022664
									4,450.86	
				RPLC IGN SWTCH/BRKS #891	PV	153023	001	00701	658.71	022659
				OIL/FLTR VEH #916	PV	153049	001	00701	100.79	022640
				RPR/A/C WRES VEH #811	PV	153050	001	00701	285.00	022644
				OIL/FLTR VEH #894	PV	153051	001	00701	96.17	022643
				Payment Amount					1,500.67	
76501	07/18/17	3037	WAITE BROS. PLUMBING	RPR HOT WTR BOILR BDLG7	PV	153086	001	00701	140.00	39592
				Payment Amount					140.00	
76502	07/18/17	16914	WECK LABORATORIES, INC.	PW DIST-7F15089	PV	153150	001	00701	199.92	W7G0142-LV
				WESTLAKE-7F15 087	PV	153151	001	00701	39.78	W7G0141-LV
				TAPIA GRNDWTR-7F150 86	PV	153152	001	00701	7.14	W7G0074-LV
				RNCHO CMPST-7F15088	PV	153153	001	00701	153.00	W7G0481-LV
				Payment Amount					399.84	
76503	07/18/17	3047	WESCO DISTRIBUTION, INC.	(5) SPOOLS COPPER WIRE	PV	153131	001	00701	225.38	687707
				(5) SPOOLS COPPER WIRE	PV	153132	001	00751	1,131.17	687707
				Payment Amount					1,356.55	
			Alt Payee 6443 WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465							
76504	07/18/17	8510	WORK BOOT WAREHOUSE	PRTCT FWEAR-KIBLIN GER	PV	153053	001	00701	225.00	2-36013

Batch Number - 254980  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Item Co	Amount	Invoice Number
Payment Amount							225.00	
Total Amount of Payments Written							328,570.31	
Total Number of Payments Written							47	



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

**MINUTES**  
**REGULAR MEETING**

5:00 PM

July 11, 2017

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Jeff Reinhardt.

**1. CALL TO ORDER AND ROLL CALL**

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

Present: Directors Jay Lewitt, Len Polan, and Lee Renger.  
Absent: Director Charles Caspary and Glen Peterson.  
Staff Present: David Pedersen, General Manager  
David Lippman, Director of Facilities and Operations  
Don Patterson, Director of Finance and Administration  
Carlos Reyes, Director of Resource Conservation and Public Outreach  
Josie Guzman, Clerk of the Board  
Keith Lemieux, District Counsel

**2. APPROVAL OF AGENDA**

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

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

ABSTAIN: None

### **3. PUBLIC COMMENTS**

General Manager David Pedersen introduced Sherrie Heitkamp, who was hired by the District in January as an Account Clerk.

Shahin Benyamin stated that she is building a home in Agoura Hills, and she paid the water connection fees in May prior to the recent fee increase. She noted that staff from the City of Agoura Hills recently mentioned she would also need to pay fees for connecting to the sewer system. She stated that District staff failed to inform her that the sewer connection fees were required, and she requested that her sewer connection fees be charged at the previous rate. Acting Board President Lewitt directed staff to look into this matter and follow-up with Ms. Benyamin.

### **4. CONSENT CALENDAR**

**A List of Demands: July 11, 2017: Ratify**

**B Minutes: Regular Meeting of June 27, 2017: Approve**

**C Directors' Per Diem June 2017: Ratify**

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

AYES: Lewitt, Polan, Renger

NOES: None

ABSENT: Caspary, Peterson

ABSTAIN: None

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

**A Legislative and Regulatory Updates**

Jeff Reinhardt, Public Affairs and Communications Manager, provided an update regarding several water-related Assembly and Senate Bills. He noted that AB 869 (Rubio) related to recycled water and drought contingency planning is being amended to include language similar to the Governor's proposed budget trailer bill. He also noted that the District, Association of California Water Agencies (ACWA), and Metropolitan Water District of Southern California (MWD) had sent letters for consideration during the policy committee hearing process, including requesting additional credit for the use of recycled water in meeting water conservation goals. He stated that the District is well on its way to meeting the Governor's commitment to *Making Water Conservation a California Way of Life* with the development of the water budget-based rates program. He also stated that Syrus Devers from Best Best & Krieger would be present at the August 7th JPA meeting to provide an update on water-related bills and lobbying efforts. He responded to a

question regarding the status of SB 623 (Monning), Water Quality: Safe and Affordable Drinking Water Fund, by stating that the bill was now focused on agricultural uses and affordable safe drinking water availability in agricultural areas. He noted that the bill had been amended to include a surcharge to farmers who use nitrates in agricultural operations. He stated that the District is concerned with this amended language as a processor of fertilizer through the wastewater treatment process and composting facility; however, staff had been assured that the District would not be affected, and he passed along this information to Mr. Devers.

## **B Water Supply Conditions Update**

General Manager David Pedersen provided an update on water supply conditions in the State Water Project and Sierra snowpack.

## **6. TREASURER**

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

## **7. BOARD OF DIRECTORS**

### **A ACWA Region 8 Board: Resolution Nominating Director Leonard E. Polan**

**Pass, approve and adopt Resolution No. 2523, supporting the nomination of Director Leonard E. Polan to the ACWA Region 8 Board of Directors.**

#### **RESOLUTION NO. 2523**

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT PLACING IN NOMINATION DIRECTOR LEONARD E. POLAN AS A MEMBER OF THE ASSOCIATION OF WATER AGENCIES REGION 8 BOARD OF DIRECTORS**

(Reference is hereby made to Resolution No. 2523 on file in the District's Resolution Book and by this reference the same is incorporated and made a part hereof.)

General Manager David Pedersen presented the report.

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

AYES: Lewitt, Polan, Renger

NOES: None

ABSENT: Caspary, Peterson

ABSTAIN: None



**B Redevelopment Agency Oversight Boards: Nomination of Special District Representatives**

**Accept nominations for candidates to serve on Redevelopment Agency Oversight Boards 3 and 5, if any; select the most qualified candidate(s); and authorize the General Manager to notify LAFCO of the Board’s selection.**

General Manager David Pedersen presented the report.

No action was taken as there were no nominations.

**8. FINANCE AND ADMINISTRATION**

**A State of California Government Purchase Card Program (CAL-Card): Approval**

**Approve participation in the State of California Government Purchase Card Program (CAL-Card) and authorize the General Manager to execute a State Agency Subscription Agreement for the purchasing cards services.**

General Manager David Pedersen presented the report.

Don Patterson, Director of Finance and Administration, responded to questions related to merchant and vendors’ recognition of the CAL-Card, protection against fraud similar to traditional bank-issued credit cards, and the ability for internal controls for purchases to specific merchant categories and vendors.

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

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

**9. NON-ACTION ITEMS**

**A Organization Reports**

- (1) MWD Representative Report/Agenda(s) – No report given.
- (2) Other – None.

**B Director’s Reports on Outside Meetings – None.**

**C General Manager Reports**

- (1) General Business – None.
- (2) Follow-Up Items – None.

**D Directors' Comments**

Director Polan referred to a newspaper article regarding increased costs for preventative maintenance of aging water infrastructure.

**10. FUTURE AGENDA ITEMS**

None.

**11. PUBLIC COMMENTS**

Jeff Reinhardt, Public Affairs and Communications Manager, noted that he received updates indicating that AB 1323 (Weber), related to water use efficiency, and AB 1654 (Rubio), related to water use efficiency and urban water management plan revisions, passed through committee earlier in the day, and AB 1667 (Friedman), related to water management planning and agricultural efficiency requirements, failed to go through committee.

**12. CLOSED SESSION**

None.

**13. OPEN SESSION AND ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **5:26 p.m.**, in memory of Carl Boronkay, former General Manager and General Counsel for the Metropolitan Water District of Southern California.

---

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

ATTEST:

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

(SEAL)



July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

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**Subject : Potable Water Capacity Fees: Correction of Allocation to Construction and Conservation**

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**SUMMARY:**

On June 27, 2017, the Board adopted Resolution No. 2522, amending the District's potable water and sanitation service capacity fees and approving modifications to the Las Virgenes Municipal Water District Code pertaining to capacity fees. Subsequently, an error was found in the supporting worksheet used to allocate the potable water capacity fees to components for construction and conservation. The error was limited to the allocation of the funds between the two components and does not affect the total amount of the capacity fee.

Staff proposes that the Board adopt proposed Resolution No. 2524 to correct the error and ensure the proper allocation of potable water capacity fees to construction and conservation.

**RECOMMENDATION(S):**

Pass, approve and adopt proposed Resolution No. 2524, correcting an error and ensuring the proper allocation of potable water capacity fees to construction and conservation.

**RESOLUTION NO. 2524**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO POTABLE WATER CAPACITY FEES**

(Reference is hereby made to Resolution No. 2524 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The proposed action will ensure that potable water capacity fees are allocated to the appropriate capital facility accounts as recommended by in the 2016 Capacity Fee Study. The total amounts collected for each connection are not impacted by this action.

**DISCUSSION:**

Following adoption of Resolution No. 2522 on June 27, 2017, staff found an error in a formula used to compute the allocation of capacity fee funds between the construction and conservation components of the fee. The proposed action is intended to correct the error and will not increase or decrease the total capacity fee charges to customers. The correction will ensure the proper distribution of collected fees to construction and conservation as outlined in the 2016 Capacity Fee Study.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Douglas Anders, Administrative Services Coordinator

**ATTACHMENTS:**

Proposed Resolution No. 2524

**RESOLUTION NO. 2524**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF LAS VIRGENES MUNICIPAL WATER DISTRICT  
AMENDING RESOLUTION 2468 (ADMINISTRATIVE CODE)  
AS IT RELATES TO POTABLE WATER CAPACITY FEES**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT as follows:**

**Section 1. Purpose.**

This resolution amends Resolution 2468 (Administrative Code) regarding Potable Water Sanitation Capacity Fees as, subsequent to the adoption of Resolution No. 2522 amending Resolution No. 2468, it was discovered that there were two errors contained in the sections' tables.

**Section 2. Amendment.**

Sections 3-2.206 and 3-2.208 of Resolution No. 2468 (Administrative Code) are amended and reenacted as follows:

**"3-2.206 CAPACITY FEES**

(a) In addition to the other fees, an applicant for water service shall pay the following capacity fee, based upon the size of the applicant's water meter:

Size of Meter	July 1, 2017 Capacity Fee	July 1, 2018 Capacity Fee	July 1, 2019 Capacity Fee
	\$	\$	\$
3/4"	9,640	11,580	13,733
1"	16,067	19,420	22,827
1 1/2"	32,135	38,390	45,563
2"	51,415	61,369	72,843
3"	102,829	131,635	159,124
4"	160,670	230,869	286,418
6"	321,342	564,776	727,398
8"	514,146	976,375	1,272,939
10"	803,353	1,472,543	1,909,403

(b) Capital facilities fees imposed on a school District shall not exceed the construction cost of the portion of District facilities serving school District facilities prior to January 1, 1987, increased by the percentage increase in the Implicit Price Deflation for state and local government purchases determined by the California Department of Finance. Capital facilities fees initially imposed

after July 21, 1986 or in excess of the amount set forth above, shall be imposed only after agreement with the school District.

(c) Upon written request, the potable water capacity fees to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.”

**“3-2.208 WATER CONSERVATION FEES**

(a) In addition to the other charges set forth in the Code, an applicant for water service shall pay to the District the following water conservation fee based upon the size of the applicant's water meter:

Size of Meter	2017 Conservation Fee	2018 Conservation Fee	2019 Conservation Fee
	\$	\$	\$
3/4"	953	1,145	1,358
1"	1,589	1,903	2,258
1 1/2"	3,178	3,797	4,506
2"	5,085	6,069	7,204
3"	10,170	13,019	15,738
4"	15,890	22,833	28,327
6"	31,781	55,857	71,940
8"	50,850	96,565	125,895
10"	79,453	145,636	188,842

(b) Conservation fees shall be deposited in a separate capital facilities account to avoid commingling of the fees with other revenues and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing, constructing, including debt service, recycled water facilities and implementing water conservation programs.

The development of recycled water facilities allows the District to distribute available recycled water supplies, thereby avoiding the cost of constructing additional water system improvements to obtain a like amount of additional potable water from The Metropolitan Water District of Southern California. The water system capital improvement plan takes this into consideration by reducing the amount which would otherwise be charged to the water construction fee account.

(c) Water conservation fees shall be transferred from the deferred capacity fee account to the water conservation account when the above-described work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) When an applicant for water service to a subdivision installs a recycled

water distribution pipeline to serve the subdivision, which is separate and apart from the potable water distribution pipeline, the applicant shall be eligible for reimbursement of a portion of the costs of the recycled water distribution pipeline in an amount to be determined by the Board, upon recommendation of the General Manager, provided such reimbursement shall not exceed 50% of the conservation fees paid by the applicant to the District for the subdivision.

(e) Applicants for water service are not required to pay the water conservation fees if sewer capacity fees were paid for the proposed improvement between March 27, 1978, and November 11, 1982.

(f) Upon written request, the water conservation fees to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

g) Capital facilities fees imposed on a school District shall not exceed the construction cost of the portion of District facilities serving school District facilities prior to January 1, 1987, increased by the percentage increase in the Implicit Price Deflation for state and local government purchases determined by the California Department of Finance. Capital facilities fees initially imposed after July 21, 1986 or in excess of the amount set forth above, shall be imposed only after agreement with the school District.”

Except as provided herein, Resolution No. 2468 is reaffirmed and readopted.

**PASSED, APPROVED, AND ADOPTED** on July 25, 2017.

\_\_\_\_\_  
Glen D. Peterson, President

ATTEST:

\_\_\_\_\_  
Jay Lewitt, Secretary

APPROVED AS TO FORM:

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

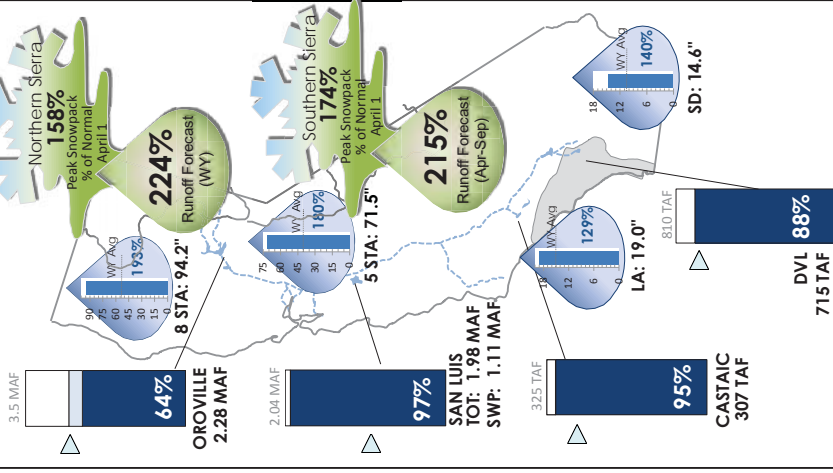
(SEAL)



# Water Supply Conditions Report

As of: 07/16/2017

**2017 SWP Allocation**  
 1,624,775 AF  
 85% of Table A



WY Avg  
 % Normal WY to Date  
 Rainfall to Date (in)

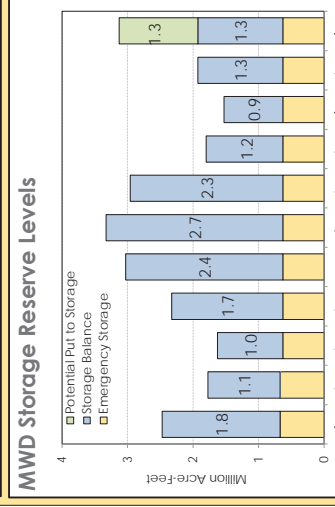
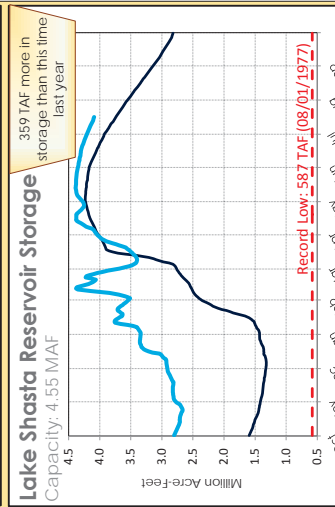
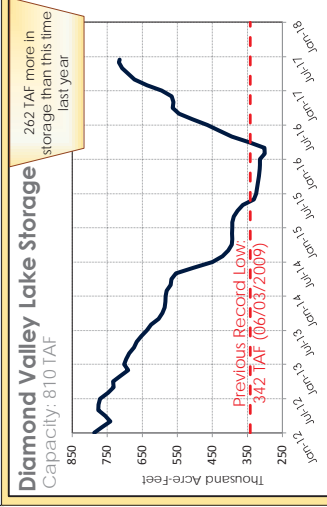
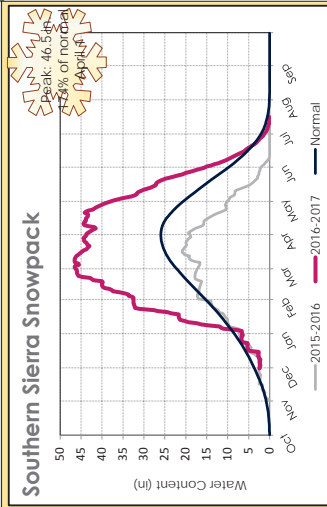
Capacity EOM  
 Average EOM  
 Current Storage (% Capacity)

Peak Snowpack % of Normal April 1  
 Runoff Forecast WY

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

## Highlights

- Oroville Reservoir storage is being held at safe levels as spillway repair work continues
- State share of San Luis Reservoir is full
- Opportunities to store supplies in Diamond Valley Lake are being maximized, with current storage levels above 700 TAF.



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

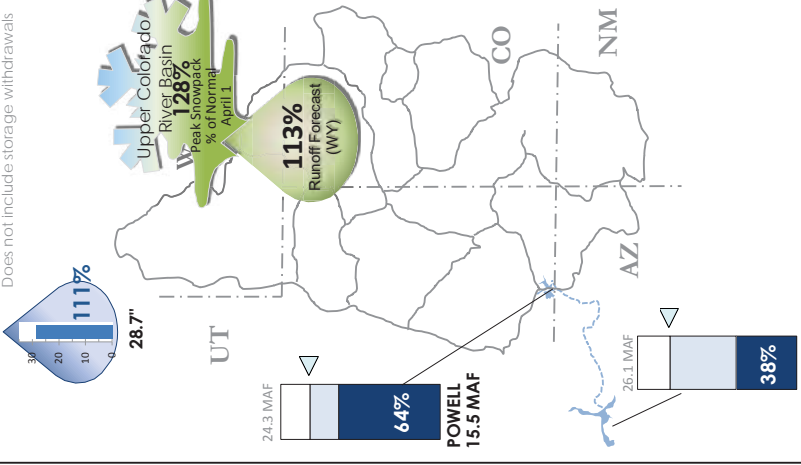
<http://www.mwdinfo.com/WSCR>

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

# Water Supply Conditions Report

As of: 07/16/2017

**2017 Colorado River**  
 923,000 AF  
 74% of full CRA  
 Does not include storage withdrawals

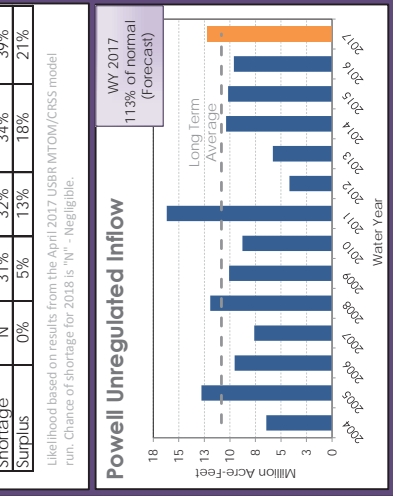
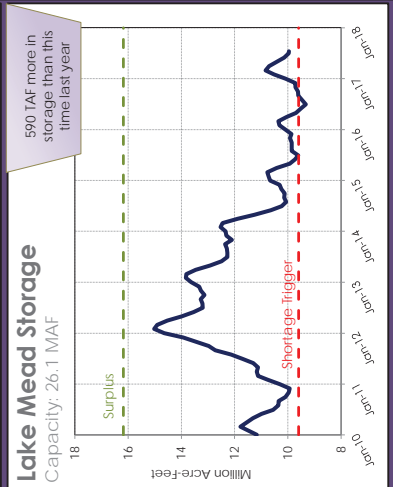
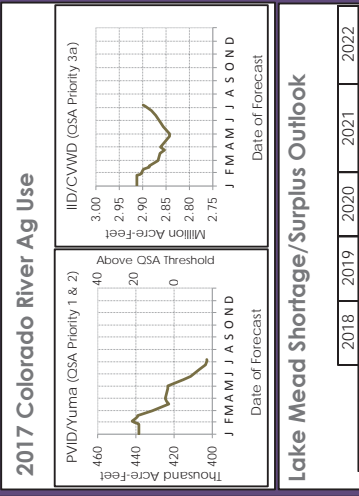
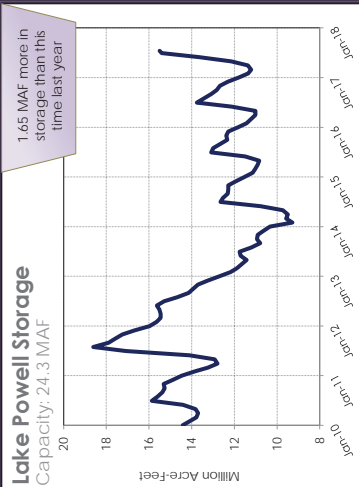
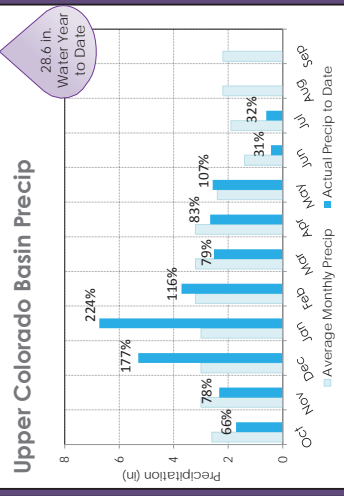
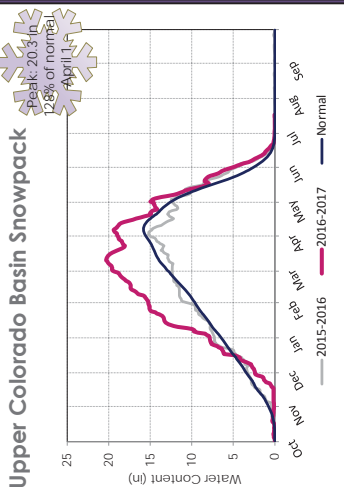


Peak Snowpack % of Normal April 1  
 Runoff Forecast WY

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

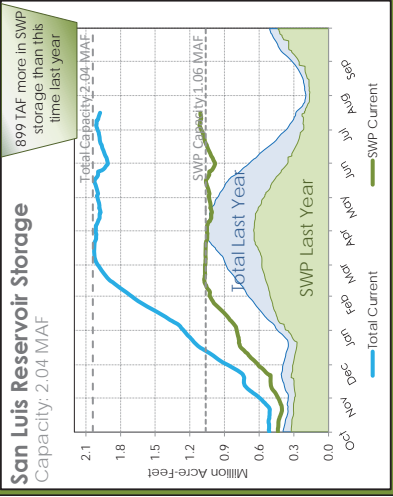
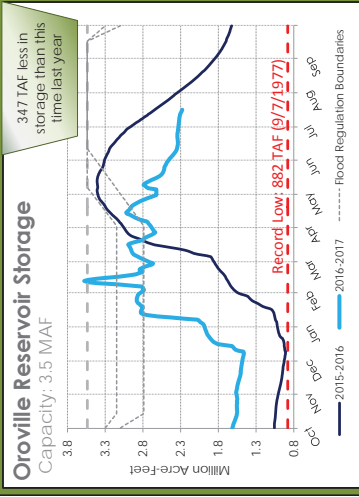
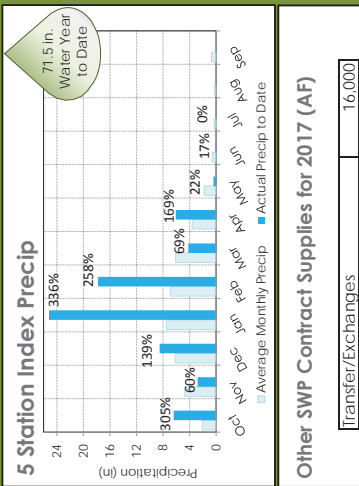
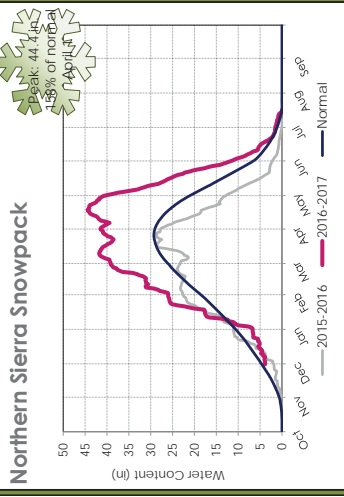
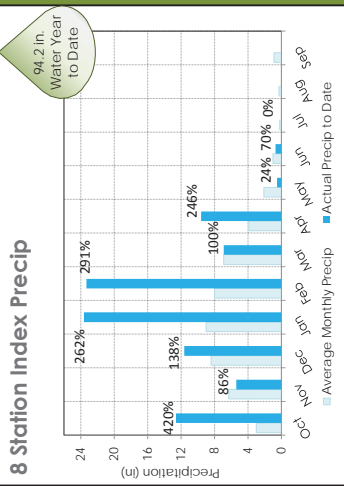
# Colorado River Resources

As of: 07/16/2017



# State Water Project Resources

As of: 07/16/2017





July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

**Subject : Refuse Hauling Services: Award of Bid**

**SUMMARY:**

As part of the District's effort to competitively bid work provided through annual purchase orders, staff recently issued a Request for Bids for refuse collection services. The District's spends approximately \$45,000 per year for refuse services at six sites. Four sites are covered by an exclusive franchise agreement, so bids were only solicited for the remaining two sites. Since only one bid was received, staff recommends continuing to contract with Waste Management GI Industries for refuse hauling services.

**RECOMMENDATION(S):**

Accept the bid from Waste Management GI Industries, and authorize the General Manager to execute a one-year service agreement, in the amount of \$26,000, with four one-year renewal options not to exceed the original award by more than 10%, for a maximum five-year total amount of \$140,400, for refuse hauling services at the Tapia Water Reclamation Facility and Westlake Filtration Plant.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Sufficient funds are available in the adopted Fiscal Year 2017-18 Budget for these services and will be proposed in future fiscal year budgets. Approximately \$20,000 is required annually for the services at the Tapia Water Reclamation Facility and \$6,000 annually for the Westlake Filtration Plant. The updated rates for the services provided by Waste Management GI

Industries are estimated to result in a 3.2% increase in cost for the two subject sites.

**DISCUSSION:**

The District contracts for refuse hauling service at six different locations with a total average annual expense of approximately \$45,000. Service for four of the District's locations are covered by an existing City of Calabasas Exclusive Franchise Agreement with Waste Management GI Industries and, therefore, not eligible for competitive bidding. Service for the other two locations, Tapia Water Reclamation Facility and Westlake Treatment Plant, are covered by franchise restrictions from the County of Los Angeles and City of Westlake Village, respectively. All six locations are currently serviced by Waste Management GI Industries.

Staff initiated a competitive process to receive quotes for the services provided at the Tapia Water Reclamation Facility and Westlake Filtration Plant, consistent with the District's updated purchasing code and approved trash haulers for the County of Los Angeles and City of Westlake Village. A total of 22 haulers were notified of the competitive process for the Tapia Water Reclamation Facility, and eight approved haulers were notified of the same for the Westlake Filtration Plant. Waste Management GI Industries was the only hauler who responded.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Competitive bidding for annual services on a recurring basis ensures that the District receives the best value for needed services.

Prepared by: Douglas Anders, Administrative Services Coordinator



July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

**Subject : Communications Site Lease Agreement: Las Virgenes Reservoir/Westlake Filtration Plant (Westlake Village, CA)**

**SUMMARY:**

Staff recommends approval of a communications site lease agreement with Los Angeles SMSA Limited Partnership (Verizon Wireless) for a new wireless site installation at the Las Virgenes Reservoir/Westlake Filtration Plant. The agreement provides for Verizon Wireless to pay the District \$2,200 per month in rent with 3% annual escalation. Verizon will also pay the District \$1,200 per year to maintain the irrigation system and landscaping improvements to be installed by Verizon. The term of the agreement is five years with three 5-year renewal options.

**RECOMMENDATION(S):**

Authorize the General Manager to execute a communications site lease agreement with Los Angeles SMSA Limited Partnership (Verizon Wireless) for a new wireless site installation at Las Virgenes Reservoir/Westlake Filtration Plant in the City of Westlake Village.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

Approval of the agreement would result in additional revenue of \$27,600 for the first year and over \$733,000 for the full 20-year period, assuming all of the renewal options are executed.

**DISCUSSION:**

Verizon Wireless proposes a new wireless site installation at Las Virgenes Reservoir/Westlake Filtration Plant to improve its service coverage for surrounding residents. Significant features of the installation include: (1) a 26-foot-high mono-elm tree with 12 panel antennas; (2) equipment cabinets; and (3) a standby emergency generator. The equipment cabinets will be screened with new landscaping. The City of Westlake Village has already reviewed and approved the installation.

The location currently has two wireless site installations: T-Mobile and AT&T. These site installations are covered by similar communications site lease agreements.

Attached for reference are a location map, site plan and elevation renderings.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Douglas Anders, Administrative Services Coordinator

**ATTACHMENTS:**

Communications Site Lease Agreement

## LAND LEASE AGREEMENT

As of \_\_\_\_\_, 201\_\_, Las Virgenes Municipal Water District, (herein LESSOR) and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, (herein LESSEE), agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property known as the Las Virgenes Reservoir in the County of Los Angeles, State of California, as legally described on Exhibit "A" attached hereto and made a part hereof (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B".

### 2. TERM.

This Agreement shall be effective as of the date of execution by both parties, the initial term shall be for five (5) years.

This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

The initial term and all extensions shall be referred to herein as the "Term".

### 3. RENTAL.

Lessee shall pay LESSOR \$2,200.00 rent in advance for each months during the term of this Agreement.

Beginning upon the first anniversary of the Commencement Date, and upon each anniversary thereafter, throughout the Term (as defined above), LESSEE's annual rent shall increase by an amount equal to three percent (3%) of the annual rent paid during the preceding year.

The "Commencement Date" shall be the first day of the month after the date of mutual execution of this Agreement. LESSOR and LESSEE acknowledge and agree that the initial rent payment shall not be delivered to LESSOR until sixty (60) days after the Commencement Date.

4. TAXES. Revenue and Taxation Code section 107, *et seq.*, impose a tax on possessory interests created in tax-exempt property. LESSEE shall pay any personal property, real estate taxes, assessments, or charges owed on the Property as a result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements.

LESSEE may at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any applicable taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

5. TERMINATION. LESSEE may terminate this Agreement with thirty (30) days prior notice to LESSOR without further liability if LESSEE does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate its wireless communications system, or if any such approval is canceled, expires or is withdrawn or terminated, if LESSOR fails to have proper ownership of the Site or authority to enter into this Agreement, if LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; if LESSEE determines that any soil boring tests are unsatisfactory; if LESSEE determines that the Premises is no longer technically compatible for its use, or if LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. LESSEE may terminate this Agreement without further liability on sixty (60) days prior written notice if LESSOR defaults on a lease covenant, condition or term that is not cured within sixty (60) days of receipt of written notice of demand. Upon termination, LESSOR will retain all prepaid rent unless such termination is due to LESSOR'S failure of proper ownership or authority, or such termination is a result of LESSOR'S default. If LESSEE elects to terminate the Agreement pursuant to this section, LESSEE shall pay to LESSOR a termination fee equal to four (4) months' rent at the then-current rate.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.

All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE may replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

LESSEE shall, upon completion of construction of LESSEE's facilities on the Premises, restore any portions of the Property, other than LESSEE's Premises, affected during LESSEE's construction to its original condition, reasonable wear and tear excepted.

LESSEE shall obtain certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities .



LESSOR agrees that LESSEE shall have access to the Premises seven (7) days a week, twenty-four (24) hours a day, upon twenty-four (24) hours advance telephonic notice to LESSOR by calling (818) 251-2100 and following the instructions on the recording.

7. INDEMNIFICATION. Except for LESSOR's sole negligence or willful misconduct, LESSEE shall indemnify, defend and hold harmless LESSOR and its officers, agents and employees ("Indemnitees") from demands, damages, claims, causes of action, actions, judgments, losses or liabilities, costs and expenses (including reasonable outside attorney and expert costs and fees), regardless of the merit or outcome of any such claim or suit, for death or personal injuries, damages or losses to any person or persons or property suffered or sustained by anyone in, on, or about the Property or any part thereof, or any improvements thereon, including any environmental damages to the extent caused by LESSEE's activities on the Premises or with the use of the Premises by LESSEE, its agents, employees and contractors, or the construction of any improvements.

8. INSURANCE. LESSEE shall keep or cause to be kept in force the Commercial General Liability Insurance, including contractual liability with a combined single limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. LESSOR shall be included as an additional insured as their interest may appear. LESSEE shall provide LESSOR a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

9. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency, which will not cause harmful interference to any equipment of LESSOR or other lessees of the Property which lessees existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSEE's interference with LESSOR's operations shall cease upon ten (10) days' notice by LESSOR.

10. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 22 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 10 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 10 and this Paragraph 11, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 10 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

12. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

13. [INTENTIONALLY DELETED].

14. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of California.

15. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSEE may assign this Agreement to an entity owned by LESSEE. Assignment to an entity not owned by LESSEE requires the consent of LESSOR which consent may be withheld in LESSOR's absolute discretion. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

16. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Las Virgenes Municipal Water District  
4232 Las Virgenes Road, Calabasas, CA 91302  
Attn: General Manager  
Phone: (818) 251-2122

LESSEE: Los Angeles SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within

five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims, judgments, damages, penalties, fines, and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

#### 21. RELOCATION OF ANTENNA FACILITIES

a. LESSOR may relocate LESSEE's facility, or any part thereof, to an alternate ground location on LESSOR's property at LESSEE's sole cost and expense as required to operate and maintain LESSEE's facilities.

b. LESSOR shall exercise its relocation right under Paragraph (a) above by (and only by) delivering written notice ("the notice") to LESSEE. In the notice, LESSOR will propose an alternate site on LESSOR's Property to which LESSEE may relocate its communications facility. LESSEE will have thirty (30) days from the date it receives the notice to evaluate LESSOR's proposed relocation site, during which period LESSEE will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve of such proposed relocation site in writing within said thirty-day period, then LESSEE will be deemed to have disapproved such proposed relocation site. If LESSEE disapproves such relocation site, then LESSOR may thereafter propose another relocation site by notice to LESSEE in the manner set forth above. Any relocation site which LESSOR and LESSEE agree upon in writing is referred to hereinafter as the "Relocation Site". LESSEE will have a period of sixty (60) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at LESSEE's expense) its communications facility to the Relocation Site. The parties agree that they shall cooperate in good faith and exercise commercially reasonable efforts to reach agreement on a suitable relocation site.

c. Upon relocation of the communications facility of LESSEE, or any part thereof, to the Relocation Site, all references to the LESSEE's Facilities in the Agreement will be

deemed to be references to the Relocation Site. LESSOR and LESSEE hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey will then replace Exhibit A and become a part hereof and will control or describe the LESSEE Facilities. Except as expressly provided in this Paragraph 21, LESSOR and LESSEE hereby agree that in no event will the relocation of the communications facility of LESSEE, or any part thereof, under Paragraph (a) above, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

22. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

23. LANDSCAPING. The Parties acknowledge and agree that LESSEE shall be required to install certain landscaping ("Landscaping") at the Property and such connections ("Irrigation") to LESSOR's existing irrigation system and existing water supply as may be required in order to maintain the Landscaping, all as more particularly described in Exhibit "B" attached hereto. Once installed by LESSEE, the Landscaping and Irrigation shall become the property of LESSOR. LESSOR shall be responsible, at its sole cost and expense, for watering and maintaining the Landscaping in reasonably good condition for the Term. If LESSOR fails to water or maintain the Landscaping in reasonably good condition or fails to replace any Landscaping as may be required by any Governmental Approvals within twenty (30) days after written notice to LESSOR, LESSEE may, but shall not be obligated to, perform such maintenance or make such replacements, and the cost thereof shall be payable to LESSEE by LESSOR within thirty (30) days after such written request. If LESSOR fails to either object to any such invoice or pay such cost to LESSEE within such thirty (30) day period, LESSEE shall have the right to deduct the costs of such maintenance and replacement from the succeeding monthly rental amounts due from LESSEE to LESSOR. In connection with the Landscaping and Irrigation, LESSEE shall pay to LESSOR an additional annual payment in the amount of Twelve Hundred Dollars (\$1,200.00), payable annually, as payment to LESSOR for maintaining the Landscaping and Irrigation and LESSOR shall not be entitled to any additional reimbursement from LESSEE for LESSOR's costs for such maintenance. The Parties agree to execute LESSEE's standard bill of sale in exchange for the irrigation and landscaping at the Property.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

24. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:** Las Virgenes Municipal Water District

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:** Los Angeles SMSA Limited Partnership  
d/b/a Verizon Wireless  
By AirTouch Cellular Inc.,  
Its General Partner

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

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

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

Date: \_\_\_\_\_

**Exhibit "A" (Page 1 of 8)**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel A:

Lot 257 of Tract No. 34835, in the City of Westlake Village, County of Los Angeles, State of California, as per map recorded in Book 996, Pages 20 to 42 inclusive of Maps, in the Office of the County Recorder of said County.

Except all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically from the surface of said land, without, however, the right to enter upon the surface of said land nor into that portion of the subsurface thereof, lying above a depth of 500 feet, measured vertically from said surface, as granted to American-Hawaiian Steamship Company, by deed recorded April 5, 1966, in Book D-3261, Page 937, of Official Records.

Parcel B:

Parcel 1:

Those portions of the Rancho El Conejo, in the County of Los Angeles, State of California, as shown upon a Map entitled "Map of Partition Survey of Rancho El Conejo", recorded March 21, 1960 as Instrument No. 3806, in Book D 787, Page 705 of Official Records in the Office of the County Recorder of Los Angeles County, which lies within the following described boundaries:

Part (A): Commencing at the intersection of the Southwesterly line of Triunfo Canyon Road, 50 feet wide, with the Easterly line of Lindero Canyon Road, 50 feet wide, as shown on the Map of Tract No. 28302, recorded in Book 775, Pages 90 to 96 inclusive of Maps, in said Recorders Office; thence South 13°53'38" West along the Southerly prolongation of said Easterly line 720.30 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 550 feet; thence Southwesterly along said curve through a central angle of 70°04'38" a distance of 672.75 feet; thence tangent to said curve South 83°58'36" West 272.01 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 600 feet; thence Westerly, Southwesterly and Southerly along said last mentioned curve through a central angle of 100°20'29" a distance of 1050.77 feet; thence tangent to said last mentioned curve South 14°21'53" East 517.39 feet; thence South 73°38'07" West 40.00 feet to the True Point of Beginning; thence

1st: South 16°21'53" East 270.00 feet; thence  
2nd: South 43°48'53" West 219.23 feet; thence  
3rd: North 79°18'54" West 107.87 feet; thence  
4th: South 75°57'50" West 74.22 feet; thence  
5th: North 77°04'26" West 125.17 feet; thence  
6th: South 11°49'17" West 87.86 feet; thence  
7th: South 49°07'39" East 137.54 feet; thence

**Exhibit "A" (Page 2 of 8)**

8th: South 130.00 feet; thence  
9th: South 81°42'10" East 97.02 feet; thence  
10th: South 47°01'17" East 120.28 feet; thence  
11th: North 87°21'27" East 130.14 feet; thence  
12th: North 70°24'36" East 211.30 feet; thence  
13th: South 23°09'17" East 170.00 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 510 feet; thence  
14th: Southwesterly along said last mentioned curve through a central angle of 111°35'13" a distance of 993.26 feet; thence tangent to said last mentioned curve  
15th: South 88°25'56" West 526.74 feet; thence  
16th: North 1°13'51" West 298.29 feet; thence  
17th: West 128.00 feet; thence  
18th: South 64.00 feet; thence  
19th: South 81°49'19" West 337.43 feet; thence  
20th: North 79°32'54" West 209.48 feet; thence  
21st: North 36°33'09" West 144.40 feet; thence  
22nd: North 4°12'38" West 326.88 feet; thence  
23rd: South 83°28'49" West 140.91 feet; thence  
24th: North 58°37'37" West 96.04 feet; thence  
25th: South 62°01'14" West 72.47 feet; thence  
26th: North 85°24'00" West 174.56 feet; thence  
27th: South 71°09'42" West 179.62 feet; thence  
28th: West 60.00 feet; thence  
29th: North 41°52'40" West 77.90 feet; thence  
30th: North 3°48'51" West 120.27 feet; thence  
31st: North 71°04'31" West 74.00 feet; thence  
32nd: North 84°17'22" West 160.80 feet; thence  
33rd: South 53°58'21" West 81.61 feet; thence  
34th: South 81°57'51" West 171.69 feet; thence  
35th: South 2°16'58" East 280.35 feet; thence  
36th: South 87°43'01" West 155.69 feet to the beginning of a tangent curve concave Southerly and having a radius of 412 feet; thence  
37th: Westerly along said last mentioned curve through a central angle of 21°58'26" a distance of 158.02 feet; thence tangent to said last mentioned curve  
38th: South 65°44'35" West 123.63 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 168 feet; thence  
39th: Westerly, Northwesterly, Northerly and Northeasterly along said last mentioned curve through a central angle of 146°58'05" a distance of 430.93 feet; thence tangent to said last mentioned curve  
40th: North 32°42'40" East 469.97 feet to the beginning of a tangent curve concave Westerly and having a radius of 242 feet; thence  
41st: Northerly along said last mentioned curve through a central angle of 49°17'15" a distance of 208.18 feet; thence non-tangent to said last mentioned curve  
42nd: North 53°46'50" East 111.63 feet; thence



**Exhibit "A" (Page 3 of 8)**

43rd: North 33°55'47" East 132.58 feet; thence  
44th: North 77°32'13" West 257.11 feet; thence  
45th: North 20°44'56" West 118.69 feet to the beginning of a tangent curve concave Easterly and having a radius of 168 feet; thence  
46th: Northerly along said last mentioned curve through a central angle of 53°09'22" a distance of 155.86 feet; thence tangent to said last mentioned curve  
47th: North 32°24'26" East 113.26 feet to the beginning of a tangent curve concave Westerly and having a radius of 232 feet; thence  
48th: Northerly along said last mentioned curve through a central angle of 77°49'40" a distance of 315.14 feet; thence tangent to said last mentioned curve  
49th: North 45°25'14" West 234.35 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 272 feet;  
50th: Northwesterly along said last mentioned curve through a central angle of 26°41'02" a distance of 126.68 feet; thence tangent to said last mentioned curve  
51st: North 72°06'16" West 83.56 feet; thence  
52nd: North 0°37'46" West 187.49 feet; thence  
53rd: North 29°03'16" East 82.36 feet; thence  
54th: North 11°18'36" East 50.99 feet; thence  
55th: North 22°37'12" West 52.00 feet; thence  
56th: North 41°45'37" West 75.07 feet; thence  
57th: North 45°41'25" West 117.39 feet; thence  
58th: North 10°58'29" West 59.78 feet to the beginning of a tangent curve concave Easterly and having a radius of 253.00 feet; thence  
59th: Northerly along said last mentioned curve through a central angle of 3°18'38" an arc distance of 14.62 feet; to a point hereinafter referred to as Point "A"; thence continuing Northerly along said last mentioned curve through a central angle of 19°17'39" an arc distance of 85.20 feet; thence tangent to said last mentioned curve  
60th: North 11°37'48" East 212.69 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 453.00 feet; thence  
61st: Northeasterly along said last mentioned curve through a central angle of 62°18'58" an arc distance of 492.69 feet to a point hereinafter referred to as Point "B"; thence non-tangent to said last mentioned curve  
62nd: South 50°57'43" East 97.21 feet; thence  
63rd: East 854.00 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 400.00 feet; thence  
64th: Northeasterly along said last mentioned curve through a central angle of 54°37'48" an arc distance of 381.39 feet; thence tangent to said last mentioned curve  
65th: North 35°22'12" East 180.00 feet; thence  
66th: South 60°14'50" East 103.25 feet; thence  
67th: North 67°16'13" East 80.23 feet; thence  
68th: South 74°28'33" East 37.36 feet; thence  
69th: South 19°30'09" East 101.84 feet; thence  
70th: South 56°06'47" East 161.42 feet; thence  
71st: North 16°02'56" East 151.92 feet to a point hereinafter referred to as Point "C"; thence  
72nd: South 83°59'28" East 152.84 feet; thence

**Exhibit "A" (Page 4 of 8)**

73rd: North 67°07'35" East 138.92 feet; thence  
74th: South 51°20'25" East 128.06 feet; thence  
75th: South 8°07'48" West 84.85 feet; thence  
76th: South 63°02'52" East 264.76 feet; thence  
77th: South 25°49'16" East 68.88 feet; thence  
78th: South 23°57'45" West 59.09 feet; thence  
79th: South 12°15'53" East 94.15 feet; thence  
80th: South 27°30'43" East 108.24 feet; thence  
81st: South 74.00 feet; thence  
82nd: South 43°24'00" West 253.24 feet; thence  
83rd: South 16°07'21" East 266.48 feet; thence  
84th: South 92.00 feet; thence  
85th: South 12°52'30" West 71.81 feet; thence  
86th: South 56°18'36" West 115.38 feet; thence  
87th: South 11°46'06" East 98.06 feet; thence  
88th: South 75°15'23" East 157.18 feet; thence  
89th: South 57°25'33" East 85.44 feet; thence  
90th: South 30°41'59" East 74.43 feet; thence  
91st: South 15°07'26" East 76.66 feet; thence  
92nd: South 25°15'11" West 117.20 feet; thence  
93rd: South 22°50'01" East 82.46 feet; thence  
94th: South 53°40'23" East 84.40 feet; thence  
95th: South 85°45'49" East 324.89 feet; thence  
96th: South 29°58'54" East 120.07 feet; thence  
97th: South 3°21'59" West 102.18 feet; thence  
98th: East 82.00 feet; thence  
99th: South 62°41'05" East 197.76 feet to the True Point of Beginning.

Except all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically, from the surface of said land, without, however, any right to enter upon the surface of said land nor into that portion of the subsurface thereof lying above a depth of 500 feet, measured vertically from said surface, as granted to American-Hawaiian Steamship Company, by Deed recorded April 5, 1966 as Instrument No. 3608, in Book D 3261, Page 937, Official Records.

Part (B): Beginning at Point "C" hereinabove described; thence

1st: North 53°07'48" West 80.00 feet; thence  
2nd: North 94.00 feet; thence  
3rd: North 44°08'42" West 94.76 feet; thence  
4th: North 18°00'15" East 168.24 feet; thence  
5th: North 14°02'10" West 105.41 feet; thence  
6th: North 52°20'26" West 631.40 feet; thence  
7th: South 27°37'33" West 24.12 feet; thence  
8th: North 85°41'44" West 186.53 feet; thence  
9th: South 24°41'44" West 301.58 feet; thence

**Exhibit "A" (Page 5 of 8)**

10th: South 12°43'51" West 276.81 feet; thence  
11th: West 83.00 feet; thence  
12th: North 76°32'35" West 187.90 feet to a point hereinafter referred to as Point "D"; thence continuing  
North 76°32'35" West 100.00 feet; thence  
13th: North 52°05'48" West 177.43 feet; thence  
14th: South 38°43'57" West 246.13 feet; thence  
15th: South 00°21'37" West 318.01 feet; thence  
16th: South 44°52'41" West 90.00 feet to Point "B" hereinabove described; thence  
17th: South 50°57'43" East 97.21 feet; thence  
18th: East 854.00 feet to the beginning of a tangent curve concave Northwesterly and having a radius of  
400.00 feet; thence  
19th: Northeasterly along said last mentioned curve through a central angle of 54°37'48", an arc distance  
of 381.39 feet; thence tangent to said last mentioned curve  
20th: North 35°22'12" East 180.00 feet; thence  
21st: South 60°14'50" East 103.25 feet; thence  
22nd: North 67°16'13" East 80.23 feet; thence  
23rd: South 74°28'33" East 37.36 feet; thence  
24th: South 19°30'09" East 101.84 feet; thence  
25th: South 56°06'47" East 161.42 feet; thence  
26th: North 16°02'56" East 151.92 feet to the Point of Beginning.

Except all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically, from the surface of said land, without, however, any right to enter upon the surface of said land nor into that portion of the subsurface thereof lying above a depth of 500 feet, measured vertically from said surface, as granted to American-Hawaiian Steamship Company by Deed recorded April 5, 1966 as Instrument No. 3608, in Book D 3261, Page 937, Official Records.

Part (C): Beginning at Point "A" hereinabove described, being a point in a curve concave Easterly and having a radius of 253.00 feet, a radial line of said curve to said Point "A" bears South 82°20'09" West; thence Northerly along said curve through a central angle of 19°17'39" a distance of 85.20 feet; thence tangent to said last mentioned curve North 11°37'48" East 212.69 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 453.00 feet; thence Northeasterly along said last mentioned curve through a central angle of 46°14'01" a distance of 365.54 feet; thence non-tangent to said last mentioned curve North 84°39'31" West 81.17 feet; thence South 82°00'18" West 179.75 feet; thence South 40°46'03" West 373.66 feet; thence South 15°15'18" West 91.21 feet; thence South 20°33'22" East 162.34 feet; thence South 69°11'56" East 160.46 feet; thence North 66°25'31" East 60.01 feet; thence South 53°50'30" East 20.16 feet to the Point of Beginning.

Except all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically, from the surface of said land, without, however, any right to enter upon the surface of said land nor into that portion of the subsurface thereof lying above a depth of 500 feet, measured vertically from said surface, as granted to American-Hawaiian Steamship Company by Deed recorded April 5, 1966 as Instrument No. 3608, in Book D 3261, Page 937, Official Records.

**Exhibit "A" (Page 6 of 8)**

Parcel 2:

A non-exclusive, permanent easement for the construction, repair and replacement of nderground utilities over that portion of the Rancho El Conejo, in the County of Los Angeles, State of California, as shown on Map entitled "Map of Partition Survey of Rancho El Conejo", recorded March 21, 1960 as Instrument No. 3806,, in Book D 787, Page 705 of Official Records in the Office of the County Recorder of Los Angeles County, being a strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described center line:

Commencing at the intersection of the center line of Triunfo Canyon Road with the Los Angeles-Ventura County line, as shown on the Map of Tract No. 28302, recorded in Book 775, Pages 90 to 96 inclusive of Maps in said Office of the County Recorder, said intersection being the Northwesterly terminus of that certain curve, concave Northeasterly and having a radius of 1200 feet; thence Southeasterly along said last mentioned curve through a central angle of 21°29'09" an arc distance of 450.00 feet to the True Point of Beginning for this description; thence normal to said last mentioned curve South 24°08'21" West 243.97 feet to the beginning of a tangent curve concave Easterly and having a radius of 200.00 feet; thence Southerly along said last mentioned curve through a central angle of 35°48'41" an arc distance of 125.01 feet; thence tangent to said last mentioned curve South 11°40'20" East 185.89 feet to the beginning of a tangent curve concave Westerly and having a radius of 200.00 feet; thence Southerly and Southwesterly along said last mentioned curve through a central angle of 55°29'57" an arc distance of 193.73 feet; thence tangent to said last mentioned curve South 43°49'37" West 427.63 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1200 feet; thence Southwesterly along said last mentioned curve through a central angle of 7°57'29" an arc distance of 166.67 feet; thence tangent to said last mentioned curve South 35°52'08" West 574.18 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 1000 feet; thence Southwesterly along said last mentioned curve through a central angle of 7°19'20" an arc distance of 127.80 feet; thence tangent to said last mentioned curve South 43°11'28" West 667.09 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 375.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 4°09'13" an arc distance of 27.18 feet; thence non-tangent to said last mentioned curve South 52°05'48" East 269.64 feet to a point in that certain course described as having a bearing and length of "South 38°43'57" West 246.13 feet" in Part (B) of Parcel 1 hereinabove described, that is distant thereon South 38°43'57" West 10.00 feet from the Northeasterly terminus thereof.

Parcel 3:

A temporary non-exclusive easement for ingress and egress over that portion of the Rancho El Conejo, in the County of Los Angeles, State of California, as shown on Map entitled "Map of Partition Survey of Rancho El Conejo", recorded March 21, 1960 in Book D 787, Page 705 of Official Records in the Office of the County Recorder of Los Angeles County, being a strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described center line:

**Exhibit "A" (Page 7 of 8)**

Commencing at the intersection of the center line of Triunfo Canyon Road with the Los Angeles-Ventura County Line, as shown on the Map of Tract No. 28302, recorded in Book 775, Pages 90 to 96 inclusive of Maps in said Office of the County Recorder, said intersection being the Northwesterly terminus of that certain curve, concave Northeasterly and having a radius of 1200 feet; thence Southeasterly along said last mentioned curve through a central angle of 21°29'09" an arc distance of 450.00 feet; thence normal to said last mentioned curve South 24°08'21" West 243.97 feet to the beginning of a tangent curve concave Easterly and having a radius of 200.00 feet; thence Southerly along said last mentioned curve through a central angle of 35°46'41" an arc distance of 125.01 feet; thence tangent to said last mentioned curve South 11°40'20" East 185.89 feet to the beginning of a tangent curve concave Westerly and having a radius of 200.00 feet; thence Southerly and Southwesterly along said last mentioned curve through a central angle of 55°29'57" an arc distance of 193.73 feet; thence tangent to said last mentioned curve South 43°49'37" West 427.63 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1200 feet; thence Southwesterly along said last mentioned curve through a central angle of 7°57'29" an arc distance of 166.67 feet; thence tangent to said last mentioned curve South 35°52'08" West 574.18 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 1000 feet; thence Southwesterly along said last mentioned curve through a central angle of 7°19'20" an arc distance of 127.80 feet; thence tangent to said last mentioned curve South 43°11'28" West 667.09 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 375.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 4°09'13" an arc distance of 27.18 feet to the True Point of Beginning for this description; thence continuing Southwesterly along said last mentioned curve through a central angle of 15°00'25" a distance of 98.23 feet; thence tangent to said last mentioned curve South 62°21'06" West 356.66 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 500.00 feet; thence Southwesterly and Southerly along said last mentioned curve through a central angle of 65°56'35" an arc distance of 575.46 feet; thence tangent to said last mentioned curve South 3°35'29" East 441.02 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 200.00 feet; thence Southerly and Southwesterly along said last mentioned curve through a central angle of 55°05'10" an arc distance of 227.19 feet; thence tangent to said last mentioned curve South 61°29'41" West 172.85 feet to the beginning of a tangent curve concave Easterly and having a radius of 200.00 feet; thence Southwesterly, Southerly and Southeasterly along said last mentioned curve through a central angle of 133°35'57" an arc distance of 466.35 feet; thence tangent to said last mentioned curve South 72°06'16" East 249.00 feet; thence North 17°53'44" East 555.00 feet; thence North 53°42'04" East 117.56 feet, to that certain course described as having a bearing and length of North 11°37'48" East 212.69 feet in Part "A" of Parcel 1 above described.

The ending sidelines shall be prolonged or shortened so as to reanimate in a line that bears North 11°37'48" East.

Except that portion included within the lines of the land described in Part "C" of Parcel 1 above.

**Exhibit "A" (Page 8 of 8)**

Parcel 4.

An easement to discharge up to one hundred and fifty cubic feet per second of water from the land described as Part (B) in Parcel 1 above described onto that portion of the Rancho El Conejo, in the County of Los Angeles, State of California, as shown upon a Map entitled "Map of Partition Survey of Rancho El Conejo", recorded March 21, 1960 in Book D 787, Page 705, Official Records in the Office of the County Recorder of Los Angeles County, described as follows:

Beginning at Point D as described in Part (B) of Parcel 1 above; thence North 76°32'35" West 25.00 feet; thence North 13°27'25" East 200.00 feet; thence South 76°32'35" East 25.00 feet; thence South 13°27'25" West 200.00 feet to the Point of Beginning.

Parcel 5:

Parcel 3, in the City of Westlake Village, County of Los Angeles, State of California, as shown on Parcel Map 10284, filed in Book 104, Pages 50 to 57 inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom that portion of said land included within the lines of Tract 34835, as per Map recorded in Book 996, Pages 20 to 42 inclusive of Maps, in the Office of the County Recorder of said County.

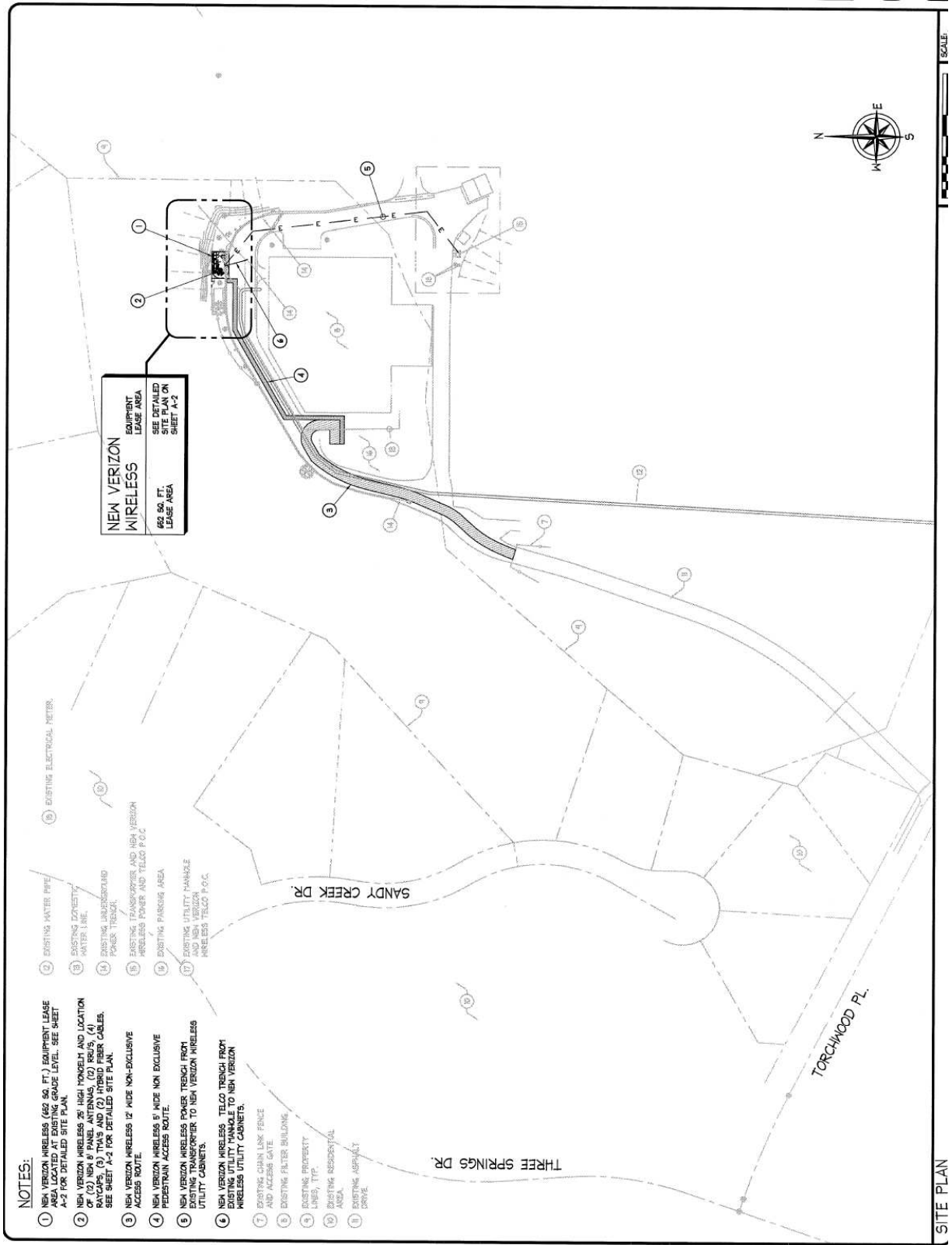
Also except therefrom that portion of said land included within the land as described in the Deed to the Pacifica Corporation, recorded June 18, 1982 as Instrument No. 82-615229 of said County.

Also except all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically from the surface of said land, without, however, any right to enter upon the surface of said land nor into that portion of the subsurface thereof lying above a depth of 500 feet, measured vertically from said surface, as granted to American-Hawaiian Steamship Company, by Deed recorded April 5, 1966 in Book D-3261, Page 937, Official Records.

Also except therefrom that portion of said land shown on Exhibit "B" as Parcel 2, described in the Deed to Mountains Conservancy Foundation, recorded June 30, 1994 as Instrument No. 94-1255246, Official Records.

Assessor's Parcel Number: **2059-040-900, 2059-025-900, and 2059-025-904**

**Exhibit "B" - The Premises (Page 1 of 6)**

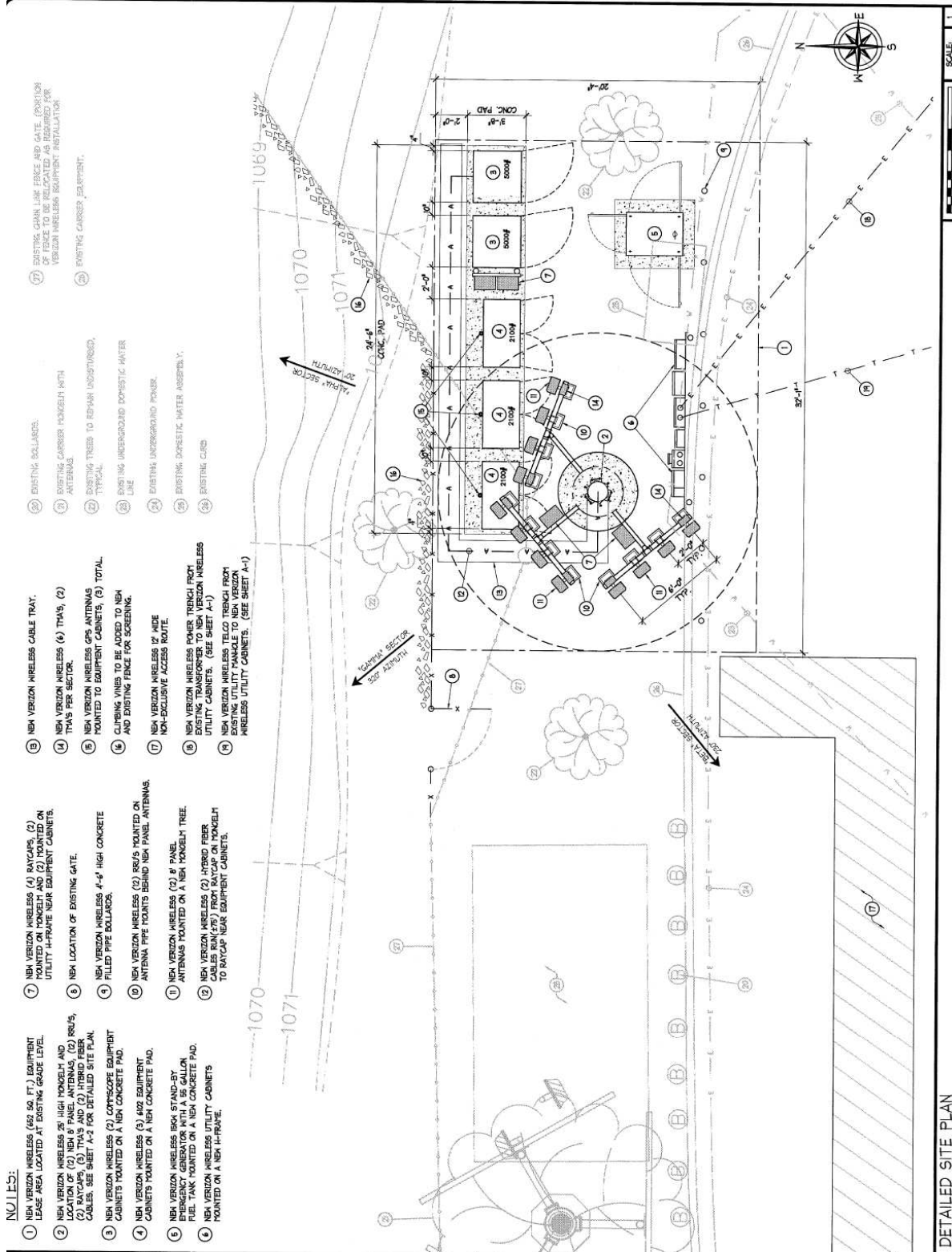


**NOTES:**

- 1 NEW VERIZON WIRELESS (62 SQ. FT.) EQUIPMENT LEASE AREA TO BE INSTALLED AT EXISTING GRADE LEVEL. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- 2 NEW VERIZON WIRELESS 75' HIGH NON-EXCLUSIVE AND LOCATION OF TRENCH AND TRENCH FRONT TO BE DETERMINED BY THE CONTRACTOR. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- 3 NEW VERIZON WIRELESS 12' WIDE NON-EXCLUSIVE ACCESS ROUTE.
- 4 NEW VERIZON WIRELESS 5' WIDE NON-EXCLUSIVE PEDESTRIAN ACCESS ROUTE.
- 5 NEW VERIZON WIRELESS POWER TRENCH FRONT TO BE DETERMINED BY THE CONTRACTOR. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- 6 NEW VERIZON WIRELESS TELCO TRENCH FRONT TO BE DETERMINED BY THE CONTRACTOR. SEE SHEET A-2 FOR DETAILED SITE PLAN.

- 7 EXISTING CHAIN LINK FENCE AND ACCESS GATE.
- 8 EXISTING FILTER BUILDING.
- 9 EXISTING PROPERTY LINES, TYP.
- 10 EXISTING RESIDENTIAL AREA.
- 11 EXISTING ASPHALT DRIVE.
- 12 EXISTING ELECTRICAL METERS.
- 13 EXISTING WATER PIPE AND EXISTING CONCRETE WATER LINE.
- 14 EXISTING UNDERGROUND FIBER TRENCH.
- 15 EXISTING TRANSFORMER AND NEW VERIZON WIRELESS POWER AND TELCO P.O.C.
- 16 EXISTING PARKING AREA.
- 17 EXISTING UTILITY MANHOLE AND NEW VERIZON WIRELESS TELCO P.O.C.

Exhibit "B" - The Premises (Page 2 of 6)



- NOTES:**
- 1 NEW VERIZON WIRELESS (60, 50, FT.) EQUIPMENT CABINETS LOCATED AT EXISTING GRADE LEVEL.
  - 2 NEW VERIZON WIRELESS 4' HIGH HONGELM ANTENNA LOCATED ON HONGELM ANTENNA STAND-BY. SEE SHEET A-2 FOR DETAILED SITE PLAN.
  - 3 NEW VERIZON WIRELESS (2) RAYCAPS, (2) HYBRID FIBER CABLES. SEE SHEET A-2 FOR DETAILED SITE PLAN.
  - 4 NEW VERIZON WIRELESS (2) COMPACTOR EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 5 NEW VERIZON WIRELESS (3) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 6 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 7 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 8 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 9 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 10 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 11 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 12 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
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  - 37 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 38 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 39 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.
  - 40 NEW VERIZON WIRELESS (2) 400 EQUIPMENT CABINETS MOUNTED ON A NEW CONCRETE PAD.

DETAILED SITE PLAN



**Exhibit "B" - The Premises (Page 3 of 6)**

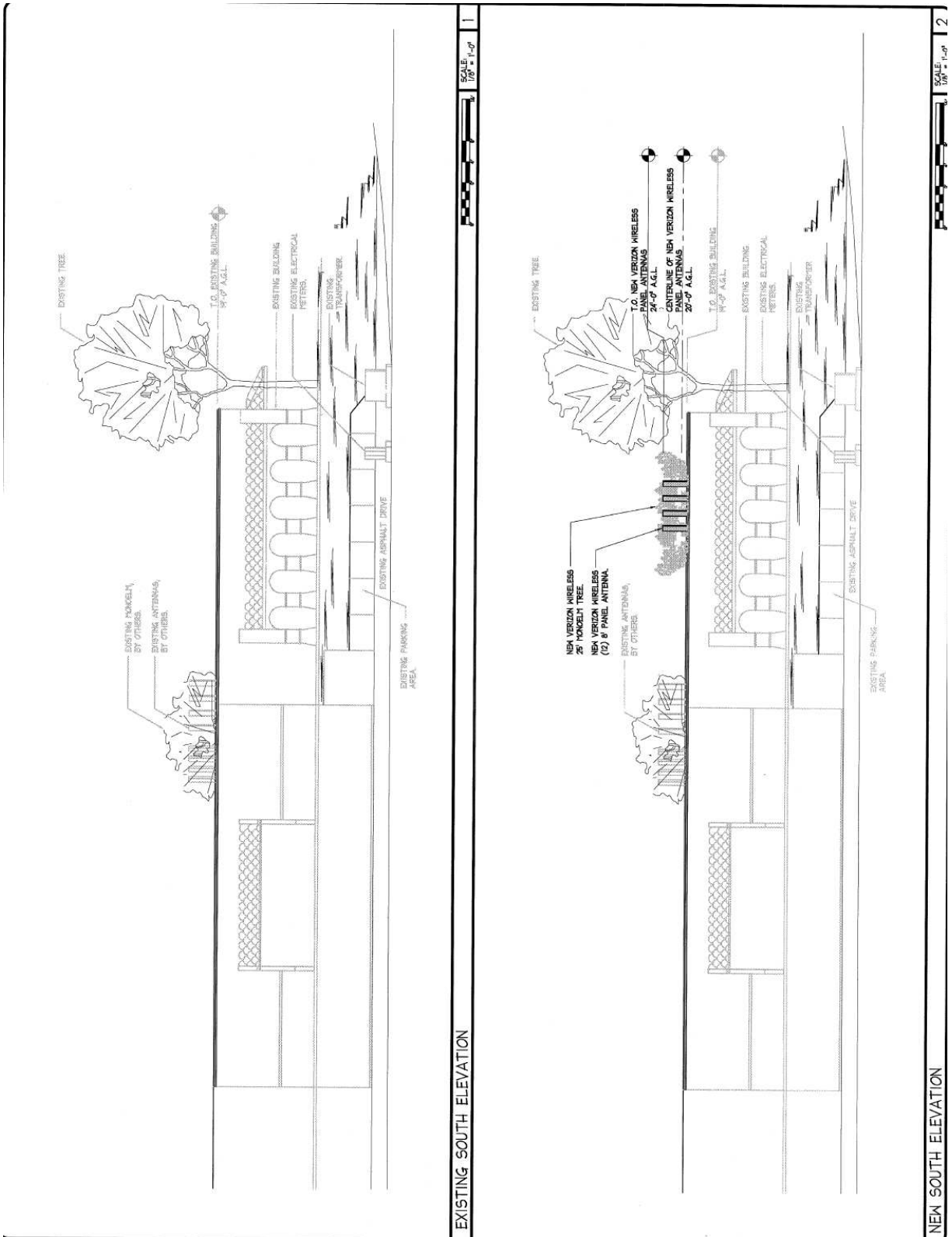


Exhibit "B" - The Premises (Page 4 of 6)

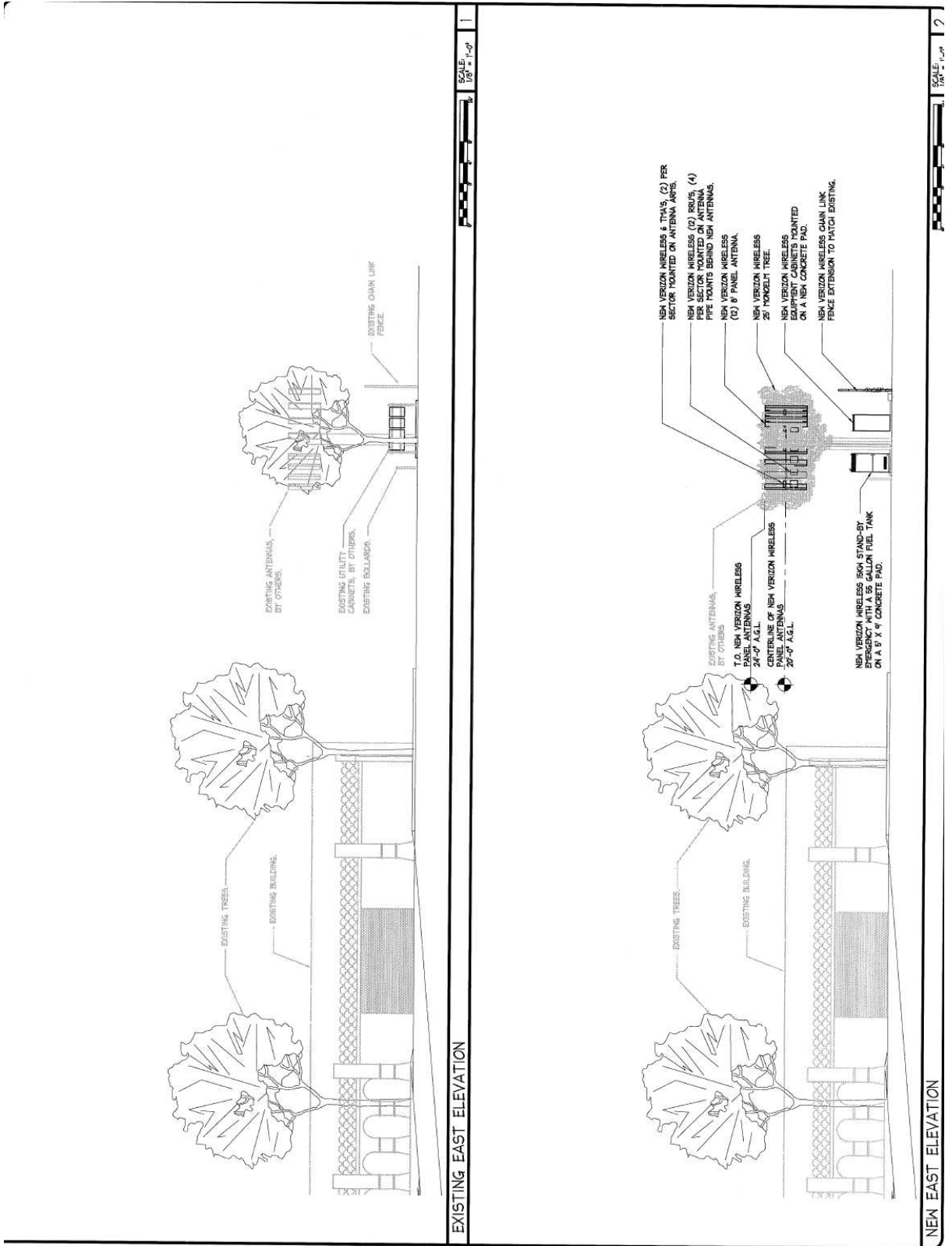


Exhibit "B" - The Premises (Page 5 of 6)

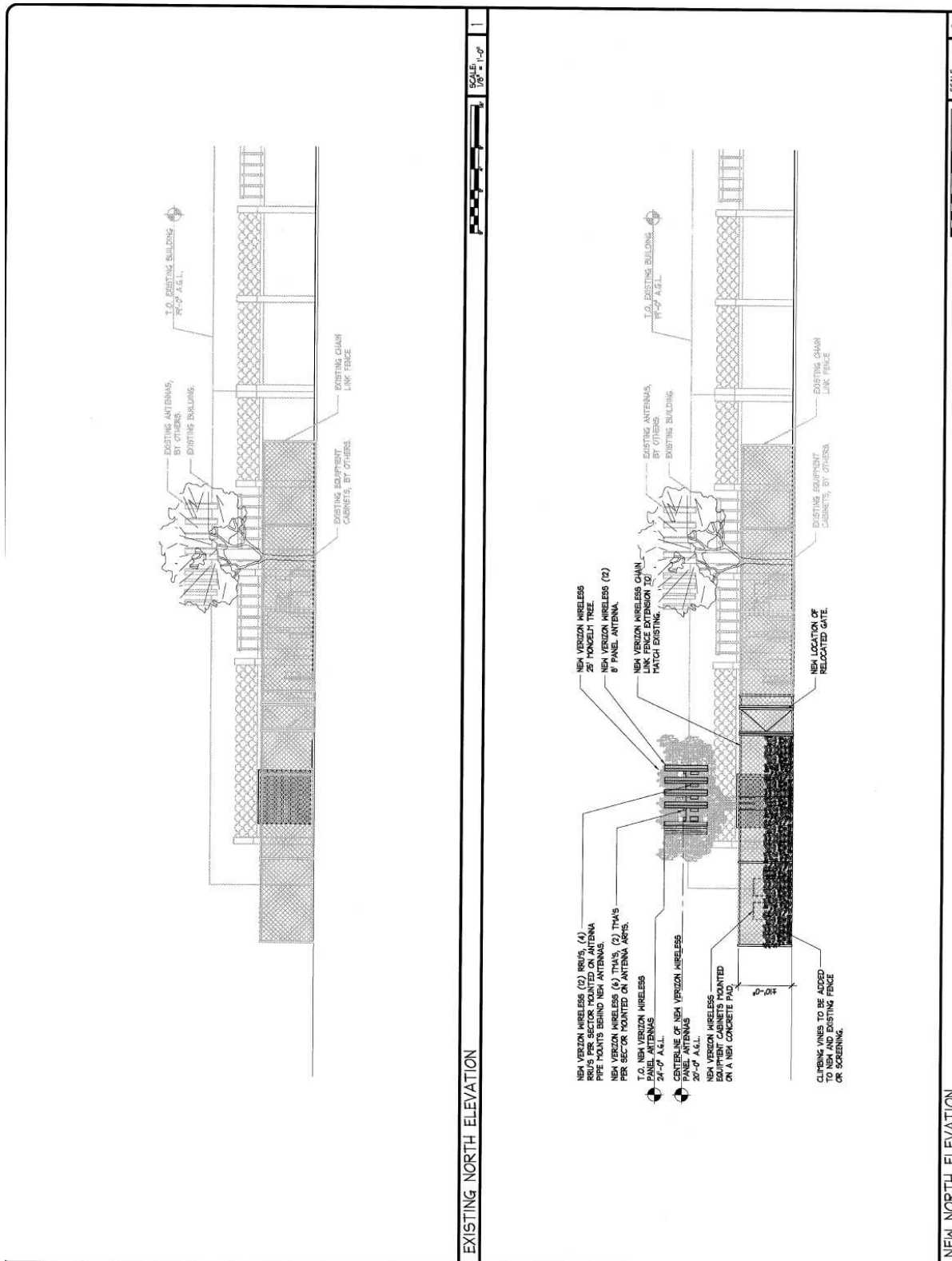
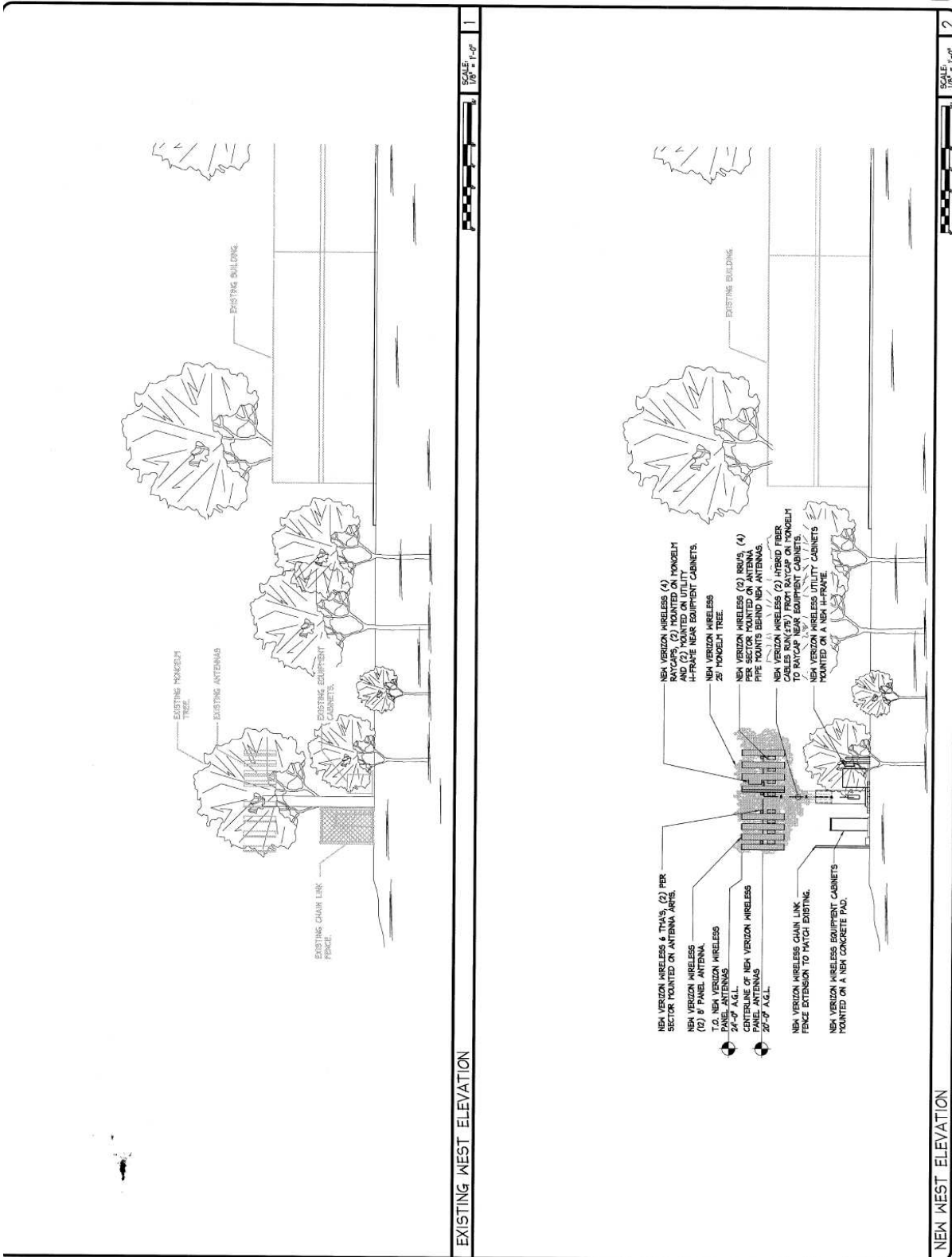


Exhibit "B" - The Premises (Page 6 of 6)





July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

**Subject : Jed Smith Pipeline Replacement Project: Final Acceptance**

**SUMMARY:**

On March 14, 2017, the Board awarded a construction contract to J&H Engineering General Contractors, Inc., in the amount of \$428,044, for the Jed Smith Pipeline Replacement Project. There was one change order issued during construction. Change Order No. 1, in the amount of \$28,067.39 and including a contract duration extension of 22 calendar days, was administratively approved by the General Manager. The work has been completed, and there are no outstanding issues to prevent final acceptance of the project. As a result, staff recommends filing a Notice of Completion, approving an additional appropriation of \$32,971 for project administrative costs and releasing the retention as stipulated in the contract documents.

**RECOMMENDATION(S):**

Execute a Notice of Completion and have the same recorded; approve an additional appropriation, in the amount of \$32,971, for administrative costs; and, in the absence of claims from subcontractors and others, release the retention, in the amount of \$22,805.57, within 30 calendar days after filing the Notice of Completion for the Jed Smith Pipeline Replacement Project.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The total cost of the project was \$618,018. Appropriations totaling \$585,047 were approved for the project. An additional appropriation, in the amount of \$32,971, is recommended to cover administrative and parkway restoration costs that exceeded the original estimates.

Following is a summary of the total project cost:

<b>Description</b>	<b>Cost</b>
<u>Professional Services:</u>	
Design	\$58,114
<u>Construction:</u>	
Construction Award	\$428,044
Change Order No. 1	\$28,067.39
Hidden Hills DG Replacement	\$12,000
<u>Administrative</u>	
District Labor	\$60,107.69
G&A	\$31,684.94
<b>Total Project Cost</b>	<b>\$618,018</b>
Existing Appropriation	\$585,047
Additional Appropriation (Recommended)	\$32,971

## **DISCUSSION:**

### Background:

Based on an evaluation of prior main breaks in the area, staff concluded that approximately 1,850 feet of 8-inch asbestos cement water main along Jed Smith Road, between Round Meadow Road and Lewis and Clark Road, had reached the end of its service life and required replacement. The 2014 Potable Water Master Plan Update identified the need to increase the size of the water main from 8-inch to 10-inch to meet future demands.

This project consisted of removing the above-mentioned section of 8-inch asbestos cement pipe and replacing it with a 10-inch PVC pipe. The laterals and services were re-established, and the new pipeline was located within the asphalt roadway, as opposed to the parkway as it exists today, to have less impact on residents, shorten the amount of time without water, eliminate the need to bore under or remove and replace numerous, decorative driveway aprons that cross the existing line, and provide better traffic impact protection for the pipeline.

### Change Orders:

There was one change order issued during construction that was administratively approved by the General Manager. Change Order No. 1, in the amount of \$28,067.39, was prepared by staff and consisted of the following items of work: (1) installing 3/8-inch pea gravel bedding for the pipeline in lieu of sand bedding in areas of high groundwater, (2) extending the new 10-inch PVC pipeline across Round Meadow Road to create a looped system, (3) repairing damage caused by a main break on the existing 8-inch AC pipeline during construction of the new PVC main, (4) removing a 12-inch butterfly valve, and (5) potholing an increased number of utility crossings that were not included in the contract documents.

Two new main breaks along the existing 8-inch AC pipe on Jed Smith Road during construction slowed the progress of the work. In addition, the contractor accommodated District requests to schedule pipeline shutdowns in a manner that minimized the overall impact to local residents, which at times extended the construction schedule. As a result, Change Order No. 1 also extended the contract duration by 22 calendar days to account for these impacts in addition to the extra work associated with the change order itself.

Decomposed Granite (DG) Parkway Restoration:

The Hidden Hills Homeowners Association (HOA) utilizes a special decomposed granite material and installation procedure for the equestrian parkways along Jed Smith Road. To maintain consistency along the parkway where the new service line trenches were excavated, the HOA agreed to reinstall the decomposed granite and invoice the District directly for the work. A \$9,000 estimate for the work was originally provided to the District based on the area anticipated to be disturbed by the installation of the new service lines and connections.

However, during construction of the new pipeline, two additional breaks occurred on the existing 8-inch AC pipeline. The water from these breaks inundated the work zone and damaged nearby DG areas that were not included in the original restoration estimate. Staff met on site with HOA representatives and agreed to provide additional funds, in the amount of \$3,000, to reimburse the HOA for the increased area of repair. A total of \$12,000 in reimbursements, administratively approved by the General Manager, were provided to the HOA for the DG parkway restoration.

Additional Appropriation:

On March 14, 2017, the Board awarded the construction contract and approved an appropriation of \$515,047 for the project. Administrative costs for District labor and G&A were estimated at 4% and 7%, respectively, of construction amount. However, due to the level of complexity and number of mainline shutdowns required, additional staff time and effort was spent on public noticing, inspection and inter-agency coordination. An additional appropriation of \$32,971 is recommended to account for the increased administrative costs.

**GOALS:**

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

Prepared by: Coleman Olinger, P.E., Associate Engineer

**ATTACHMENTS:**

Notice of Completion  
Change Order No.1

RECORDING REQUESTED BY

Las Virgenes Municipal Water District

AND WHEN RECORDED MAIL TO

Name Susan Brown
Street Address Las Virgenes Municipal Water District
4232 Las Virgenes Road
City & State Zip Calabasas, CA 91302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T 420 LEGAL (9-94)

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Las Virgenes Municipal Water District (NAME).
3. The full address of the undersigned is 4232 Las Virgenes Road, Calabasas CA 91302

(NUMBER AND STREET, CITY, STATE, ZIP). OWNER IN FEE

- 4. The nature of the title of the undersigned is OWNER IN FEE (E.G., owner in fee OR vendee under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

N/A

- 6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD 'none'):

N/A

- 7. A work of improvement on the property hereinafter described was completed on July 25, 2017 (DATE).
8. The name of the original contractor, if any, for the work of improvement was J&H Engineering General Contractors, Inc. (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD 'none'). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was

- 9. The property on which the work of improvement was completed is in the City of Hidden Hills, County of Los Angeles, State of California, and is described as follows: Jed Smith Pipeline Replacement Project

(set forth description of jobsite sufficient for identification, using legal description if possible).

- 10. The street address of the said property is None (NUMBER AND STREET, OR, IF THERE IS NO OFFICIAL STREET ADDRESS, INSERT THE WORD 'none'.)

Dated: July 25, 2017 Las Virgenes Municipal Water District
Jay Lewitt, Secretary of the Board (SIGNATURE)
Jay Lewitt, Secretary of the Board (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.
I declare under penalty of perjury that the foregoing is true and correct.
Executed at Calabasas, California, this 25th day of July, 2017
Jay Lewitt, Secretary of the Board (SIGNATURE)



**DO NOT RECORD**

**Recommended Procedure in the Preparation of a Notice of Completion**

A notice of completion must be filed for record *within 10 days* after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in section 3093, Civil Code.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in interest at the date of notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in *two or more persons as joint tenants or tenants in common*, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one co-tenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

In paragraphs 3 and 5, the full address called for should include street number, city, county and state.

As to paragraph 6, insert the date of completion of the work of improvement as a *whole* if applicable. However, if the notice is to be given only of completion of a particular contract, where work of improvement is made pursuant to two or more original contracts, strike the words "a work of improvement" and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g. "The foundations for the improvements").

If the notice is to be given as a notice of completion of the work of improvement as a *whole*, insert the name of the prime contractor, if any, in paragraph 7. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs". However, if the notice is to be given only of completion of a particular contract, where work of improvement is made pursuant to two or more original contracts, insert the name of the contractor who performed that particular contract.

Paragraph 8 should be completed only where the notice is signed by a successor in interest of the owner who caused the improvement to be constructed.

In paragraph 9, insert the *full legal* description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

**NOTICE  
OF COMPLETION**

CHICAGO TITLE COMPANY



WESTERN DIVISION HEADQUARTERS  
245 S. LOS ROBLES AVENUE, SUITE 105  
PASADENA, CALIFORNIA 91101-2820  
(818) 432-7600

CHICAGO TITLE COMPANY





**CONTRACT CHANGE ORDER**

No. 1

4232 Las Virgenes Road  
 Calabasas, California 91302-1994

Project Jed Smith Pipeline Replacement Project

Project No. Acct. No. 10634.1880.605

Contractor J&H Engineering General Contractors, Inc.

Date 7/10/2017

CONTRACTOR CHANGE ORDER NO. 1 The Contractor is hereby authorized and directed to make the herein described changes from the Plans and Specifications or do the following work not included in the Plans and Specifications for the construction of this project.

This change requested by: J&H Engineering General Contractors, Inc.

DESCRIPTION OF CHANGE:

	Description	Amount
1	<p style="text-align: center;"><b><u>Contractor Change Order Request</u></b></p> <p><b><u>Increases:</u></b></p> <p><i>*Item One:</i> Provide and install 3/8" pea gravel bedding for pipeline instead of sand bedding from STA 10+00 to 15+25 due to groundwater.</p> <p><i>*Item Two:</i> Extend 10" PVC DR18 pipeline from fitting at 28+96.44 to 8" waterline at Round Meadow Rd.</p> <p><i>*Item Three:</i> Damage caused by water main break on existing 8" AC pipeline during construction.</p> <p><b><u>Decreases:</u></b></p> <p><i>*Item Four:</i> Remove installation of 12" Butterfly valve from scope of work at 10+00.</p> <p><i>*The above items include all labor, equipment, materials, taxes, freight and shipping costs.</i></p>	<p>\$680.12</p> <p>\$21,488.00</p> <p>\$1,035.50</p> <p>(\$1,586.23)</p>
	TOTAL	<b>\$21,617.39</b>

**INCREASES**

TOTAL AT AGREED PRICES OR FORCE ACCOUNT \$21,617.39

**DECREASES**

Contract Change Order No. 1 Project No. 10568 Acct. No. 10634.1880.605

Date 7/10/2017

(2) Estimate of increases and/or decreases in contract items at contract unit prices:

**INCREASES**

Item	Description	Quantity	Unit Price	Total
Bid Item 2	Potholing	9 EA	\$850 / EA	\$7,650
TOTAL INCREASES				<u>\$7,650</u>

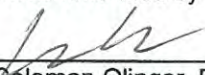
**DECREASES**

Item	Description	Quantity	Unit Price	Total
Bid Item 13	Remove Existing Valve at Round Meadow Rd	1 EA	\$1,200 / EA	(\$1,200)
TOTAL DECREASES				<u>(\$1,200)</u>

TOTAL NET INCREASE IN CONTRACT ITEMS AT CONTRACT UNIT PRICES \$6,450

TOTAL COST OF THIS CHANGE ORDER \$28,067.39      **INCREASE**  
 — **DECREASE**

It is agreed 22 calendar days extension of time will be allowed by reason of this change.

Recommended by  
  
 \_\_\_\_\_  
 Coleman Olinger, P.E.  
 Associate Engineer

Departmental Approval  
  
 \_\_\_\_\_  
 David R. Lippman  
 Director of Facilities and Operations

ACCEPTED:  
J+H ENGINEERING  
 By: Matt Bays  
 \_\_\_\_\_  
 Date: 7-11-17

APPROVED:  
Las Virgenes Municipal Water District  
 By: David W. Pedersen  
 \_\_\_\_\_  
 David W. Pedersen, General Manager  
 Date: 07/12/17

Note: Attention is called to the sections of the Special Provisions and Standard Provisions on EXTRA, ADDITIONAL OR OMITTED WORK.

- THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY OWNER
- IF ACCEPTABLE TO THE CONTRACTOR, THIS CHANGE ORDER IS EFFECTIVE IMMEDIATELY



July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject : Monthly Cash and Investment Report: June 2017**

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**SUMMARY:**

During the month of June, the value of the District's investment portfolio increased from \$66,541,444, held on May 31, 2017, to \$67,972,341. No investments matured or were called. Two investments were purchased in June, increasing the book value to \$37,759,105. During the second quarter of 2017, the District's investment portfolio interest totaled \$207,300.44.

**RECOMMENDATION(S):**

Receive and file the Monthly Cash and Investment Report for June 2017.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

As of June 30, 2017, the District held \$67,972,341, up 1.56% year-over-year. The portfolio was up 2.15% from the previous month's total of \$66,541,444. The majority of the funds were held in the District's investment account, which had a June 30, 2017 value of \$37,759,105. LAIF held the majority of the remaining funds, in the amount of \$27,430,737. A significant portion of the balance, \$2,756,000, was held in LAIF as required reserves for the bond refunding. The annualized yield for the District's investment portfolio was 1.26% in June 2017, down from 1.32% in May. The annualized yield on the District's LAIF funds was 0.98% in June, up as compared to May's 0.93%. The total yield on the District's accounts was 1.14%,

up from 0.98% year-over-year.

No investments matured or were sold during June 2017.

The following investments were purchased during June 2017:

- Goldman Sachs Bank insured CD, in the amount of \$245,000, maturing 06/21/22; YTM 2.35%
- Sallie Mae Bank Salt Lake City insured CD, in the amount of \$245,000, maturing 06/21/22; YTM 2.35%

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

- 06/7/2017 – Deposit in the amount of \$1,000,000.

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

#### Quarterly Investment Report:

During the second quarter of calendar year 2017, the District's investment portfolio earned \$71,780.94 in interest, and accrued an additional \$135,519.50 in interest, for a total of \$207,300.44. Attached is a detailed report of quarterly interest by investment.

#### Cash Analysis:

Another important aspect of the Monthly Cash and Investment Report is to monitor the District's performance as compared to its adopted Financial Policies. Attachment B shows the District's total cash and investments as of June 30, 2017 and compares the balances to the adopted Financial Policies.

As shown, the Potable Water Enterprise was \$21.8 million below the levels set forth in the District's Financial Policies, an improvement of \$462,242 since May 31, 2017.

The Sanitation Enterprise had cash and investments that exceeded the District's Financial Policies by \$13.7 million, and the Recycled Water Enterprise had cash and investments that exceeded the District's Financial Policy levels by \$7.8 million. These Enterprises are expected to incur significant expenses during the next five-year period for the Pure Water Project Las Virgenes-Triunfo.

#### **GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

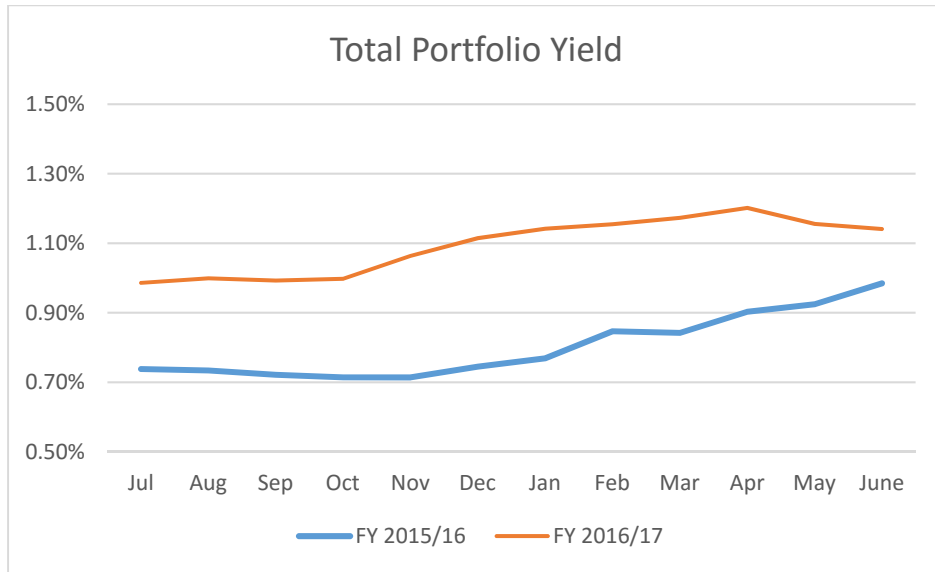
Prepared by: Donald Patterson, Director of Finance and Administration

#### **ATTACHMENTS:**

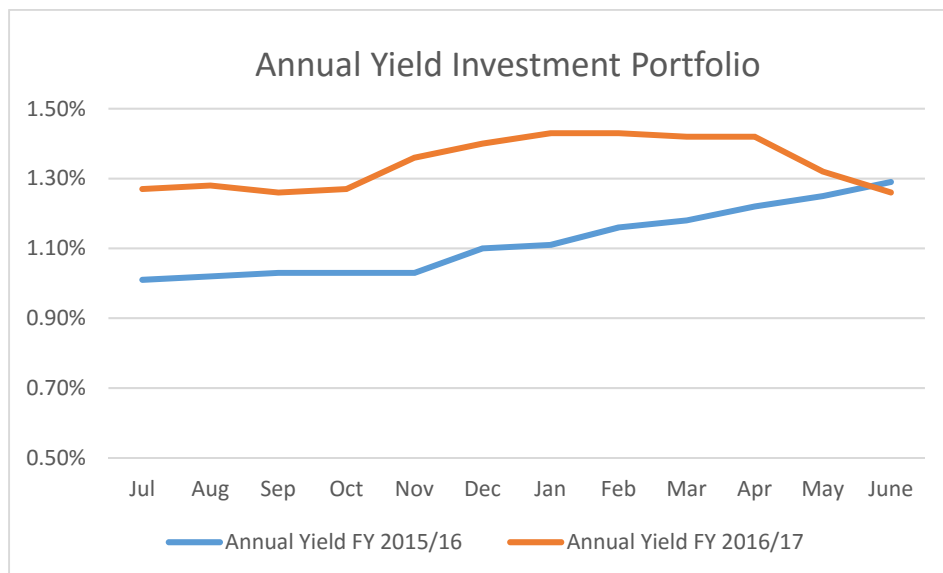
Charts

Monthly Investment Report  
Appendix A  
Quarterly Investment Report  
June Cash Report

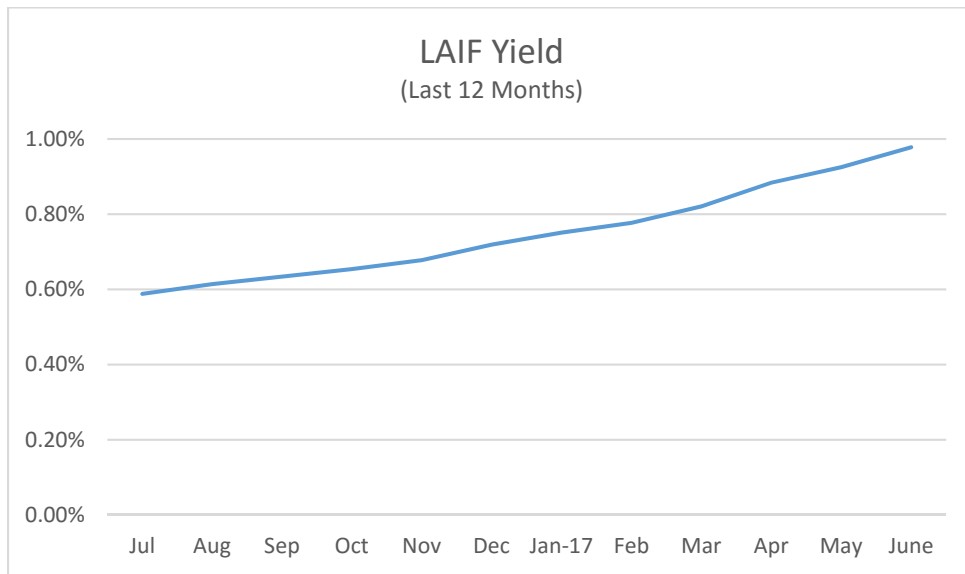
The District's total yield varies depending on the percentage of the portfolio in LAIF versus the Investment Portfolio. If a higher percentage of the District's funds are in LAIF, the lower the total yield since LAIF is more liquid, more conservative, and has significantly lower yields than bonds held in the Investment Portfolio. As of June 30, 2017, at Book Value, LAIF held 40.36% of the District's portfolio, the investment portfolio held 55.55%, and the refunding revenue bonds held 4.05%, with the remainder in a money market account. As can be seen in the chart below, the total yield in June 2017 was 1.14%, two basis point lower than May 2017 and up from 0.98% one year ago.



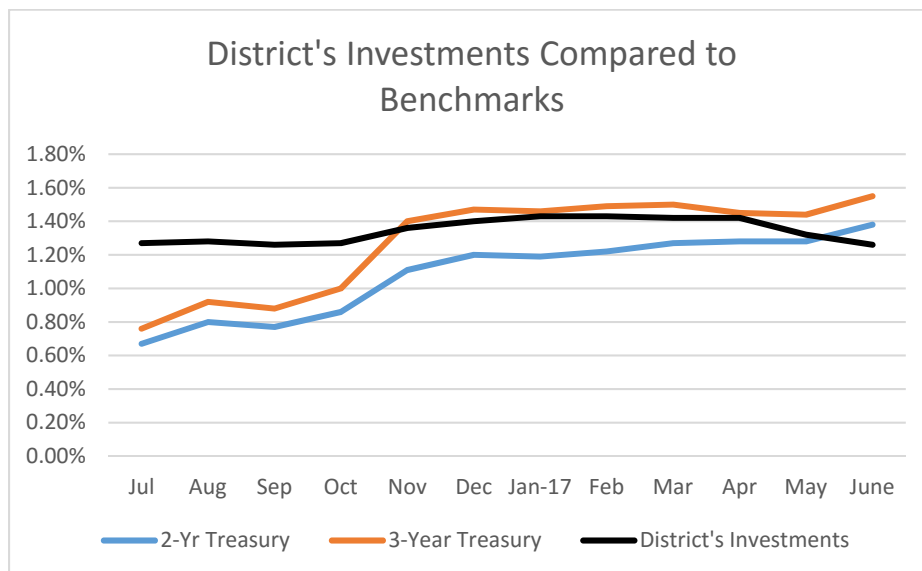
In June, the annualized yield for the District's Investment Portfolio was down one basis point from May at 1.26% and down from 1.29% a year ago. The chart below shows annualized monthly yield of the current fiscal year compared with the same monthly yield over the previous year.



The following chart shows the average annualized LAIF yields over the past twelve months. In June, the LAIF yield was 0.98%, up from 0.93% in May and up from 0.58% a year ago.

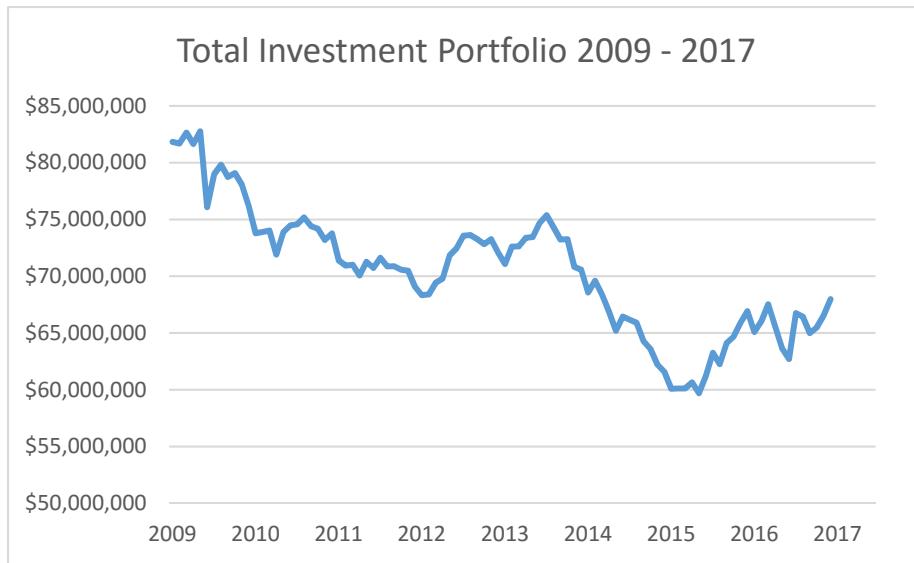


In order to benchmark how the District's portfolio is performing, it is useful to compare its investment portfolio with a comparable index. The District has historically compared its investment portfolio returns to the 2-Year and 3-Year Treasury notes. Because the District buys and holds its investments,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

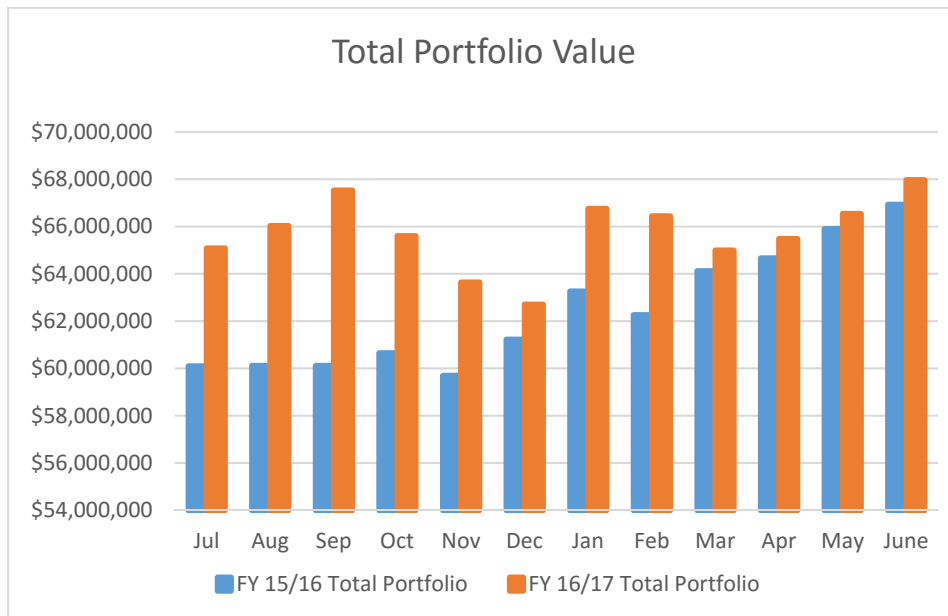




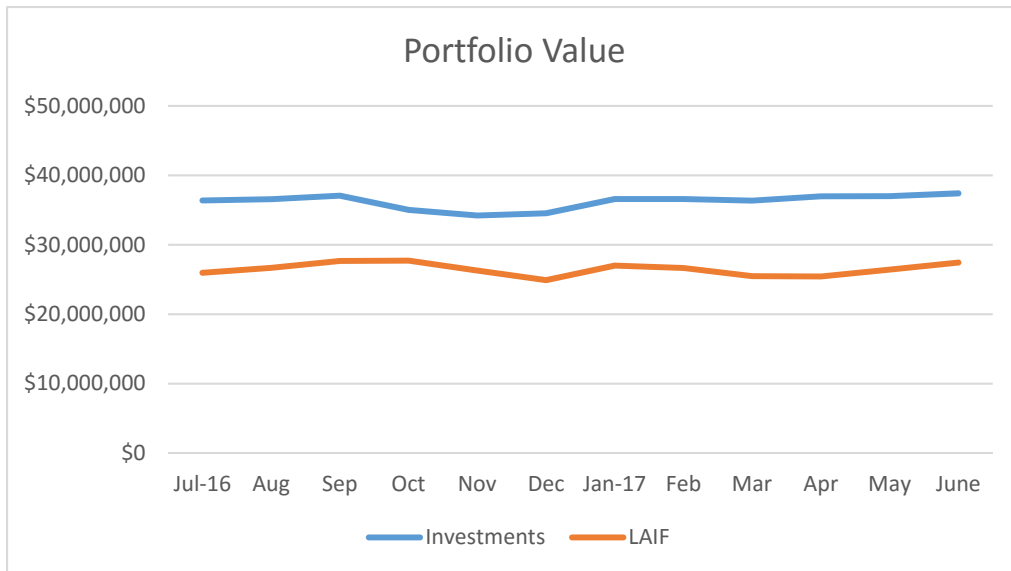
Equally important to monitoring performance is to monitor total portfolio value which includes the District's Investment Portfolio and LAIF accounts. The chart below shows the Total Portfolio Value between 2009 and 2017. The significant reduction in 2014 is primarily because of the Torchwood Tank and other backbone improvement program projects. In June, the District's portfolio increased 2.15% from May to \$67,972,341.



The chart below compares Total Portfolio Value in the current Fiscal Year, compared to the same period in the previous fiscal year.



The chart below shows the value of the District’s Investment and LAIF portfolios over the past twelve-month period. The District’s Investment Policy requires an amount equal to 6 months of operating budget to be kept in LAIF, which is \$23.3 million. In June, the District continued to maintain a higher LAIF balance of \$27.4 million to ensure adequate cash flow for the annual prepayment of PERS and in anticipation of a real property purchase.

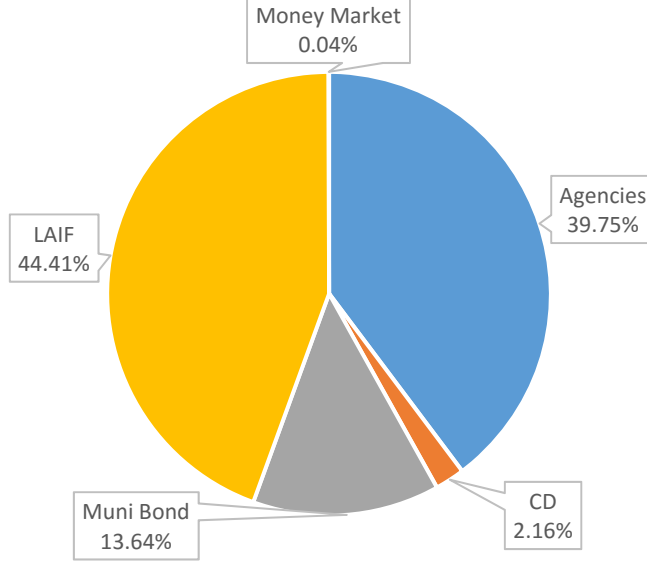


**Diversification**

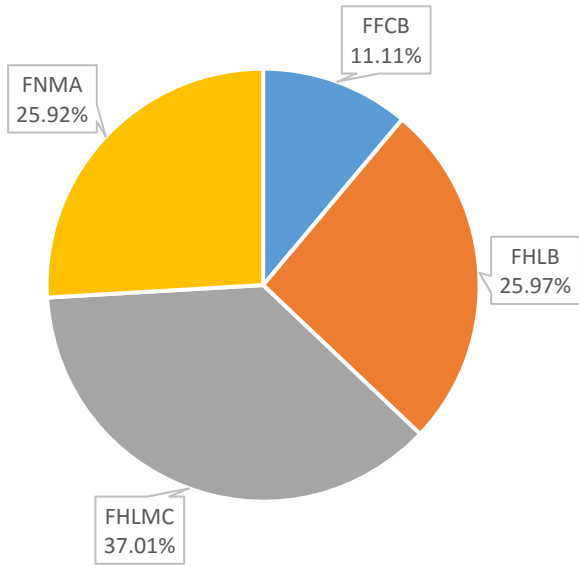
It is important to monitor the composition of the portfolio to ensure proper diversification of the District’s investments. The District seeks to diversify based on type of investment and time to maturity.

As can be seen in the chart below, at book value the District has 39.75% of its investment portfolio in agency bonds, 44.41% in LAIF, 13.64% in municipal bonds, 2.16% in certificates of deposit, and 0.04% in a money market fund. The charts below shows the diversification of the District’s portfolio.

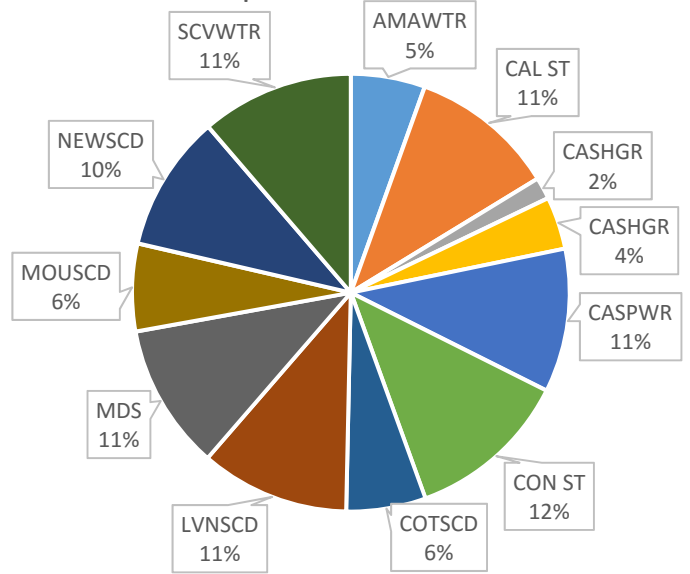
### Investment Composition



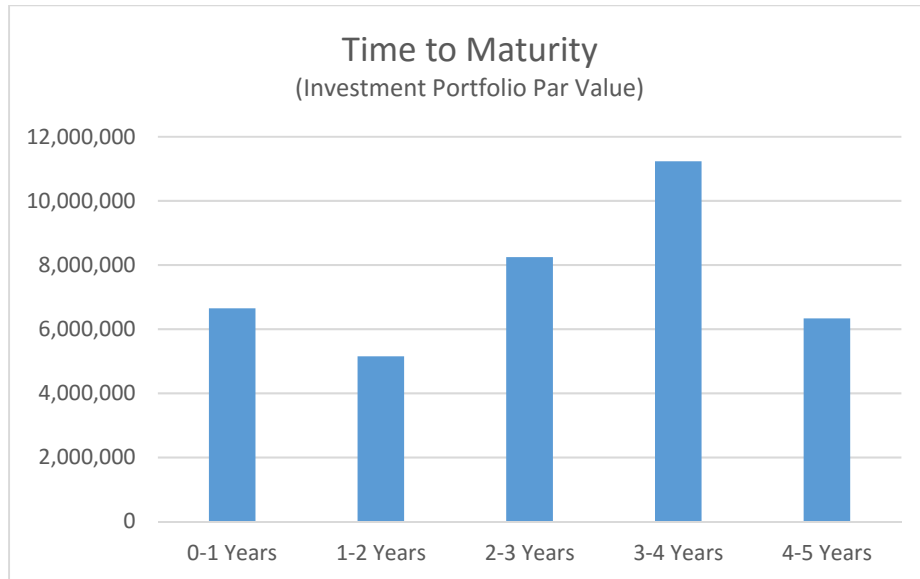
### Agency Distribution



### Municipal Bond Distribution



Another important factor to diversification is time to maturity. The District varies the time to maturity based on several factors including maintaining sufficient liquidity for anticipated capital expenditures, anticipated direction of future interest rates, and the quality of investments offered for a given maturity. In June, the average time to maturity was 2.72 years, down from 2.77 years in May. The District targets a 3-year average maturity in the investment portfolio. However, due to the planning of the PURE Water project and potential property purchases, the District has shortened the overall time to maturity.



Date: July 12, 2017  
 To: David W. Pedersen, General Manager  
 From: Finance and Administration Department  
 Subject: Investment Report for the Month of June 2017

**Summary of Investments**

**Investments Maturing Within Six Months:**

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
1.585%	1.100%		LVNSCD-Muni Bond	02/20/13		11/01/17	1,022,130	1,000,000	999,990	Custodian
0.950%	0.950%		CASHGR-Muni Bond	03/09/17		11/01/17	150,000	150,000	149,802	Custodian
0.750%	0.750%		FHLMC-Bullet	05/28/13		11/28/17	1,000,000	1,000,000	999,200	Custodian
0.875%	0.891%		FNMA-Bullet	12/08/16		12/20/17	999,840	1,000,000	998,650	Custodian
			Sub-Total				3,171,970	3,150,000	3,147,642	

**Investments Maturing After Six Months:**

1.000%	1.000%		FHLMC-Bullet	03/26/13		03/26/18	1,000,000	1,000,000	998,150	Custodian
0.950%	0.950%		FHLMC-Bullet	05/22/13		05/22/18	1,000,000	1,000,000	995,840	Custodian
1.250%	1.250%		FHLB-Bullet	06/26/13		06/26/18	1,000,000	1,000,000	1,000,270	Custodian
1.300%	1.300%	1.300%	FHLB-Bullet	03/30/15		10/30/18	1,000,000	1,000,000	998,870	Custodian
1.600%	1.600%	1.600%	FNMA-Bullet	05/19/15		05/19/20	1,000,000	1,000,000	997,420	Custodian
1.150%	1.150%	1.150%	FFCB-Callable Coupon	02/23/16	Cont. 5/23/16	11/23/18	1,000,000	1,000,000	996,210	Custodian
1.500%	0.983%		FHLB-Bullet	02/09/16		03/08/19	1,015,650	1,000,000	1,001,230	Custodian
1.350%	1.350%	1.350%	FNMA-Callable Coupon	02/26/16	08/26/17	08/26/19	1,000,000	1,000,000	986,490	Custodian
1.300%	1.300%		FNMA-Bullet	02/24/16		02/24/20	1,000,000	1,000,000	991,550	Custodian
2.250%	1.732%		CONNECTICUT ST-MuniBoi	02/17/16		09/01/20	1,119,649	1,095,000	1,082,210	Custodian
2.427%	1.779%		NEWSCD-MuniBond	03/17/16		08/01/20	934,688	910,000	919,509	Custodian
1.25% & Up <sup>1</sup>	2.120%	1.250%	FHLMC-Callable Coupon	04/04/16	09/30/17	03/30/21	1,000,000	1,000,000	993,810	Custodian
1.400%	1.400%	1.400%	FFCB-Callable Coupon	04/13/16	Cont. 4/13/17	04/13/20	1,000,000	1,000,000	991,060	Custodian
1.500%	1.500%		CAL ST-MuniBond	04/28/16		04/01/21	1,000,000	1,000,000	976,170	Custodian
1.5% & Up <sup>2</sup>	1.866%	1.625%	FHLMC-Callable Coupon	06/16/16	09/16/17	06/16/21	1,000,000	1,000,000	992,140	Custodian
2.387%	1.392%		SCVWTR-MuniBond	06/21/16		06/01/21	1,047,370	1,000,000	1,013,110	Custodian
1.400%	1.400%	1.400%	FHLMC-Bullet	06/27/16		12/27/19	1,000,000	1,000,000	994,830	Custodian
1.0% & Up <sup>3</sup>	2.014%	1.000%	FHLB-Callable Coupon	06/30/16	09/30/17	06/30/21	1,000,000	1,000,000	985,990	Custodian
1.960%	1.960%	1.960%	MOUSCD-MuniBond	07/14/16		08/01/21	600,000	600,000	590,280	Custodian
1.180%	1.114%	1.039%	FFCB-Bullet	07/22/16		06/13/19	1,001,250	1,000,000	993,960	Custodian
1.550%	1.550%		CAPITAL ONE BANK - CD	08/10/16		08/10/21	245,000	245,000	239,742	Custodian
1.580%	1.501%	0.700%	FNMA-Callable Coupon	08/15/16	09/15/17	06/15/20	1,002,920	1,000,000	988,650	Custodian
1.400%	1.400%	1.400%	FNMA-Callable Coupon	08/24/16	08/24/17	08/24/20	1,000,000	1,000,000	986,980	Custodian
1.350%	1.350%		ALLY BANK-CD	09/08/16		09/09/19	245,000	245,000	242,004	Custodian
1.450%	1.450%		JP Morgan Chase BK-CD	09/16/16	09/16/17	09/16/20	245,000	245,000	240,742	Custodian
1.713%	1.713%		CASPWR-Muni Bond	09/28/16		05/01/21	984,453	984,453	981,845	Custodian
1.480%	1.480%	1.483%	FNMA-Callable Coupon	09/29/16	09/29/17	12/29/20	1,000,000	1,000,000	976,730	Custodian

LVMWD Investment Report for the Month Ending June 30, 2017

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
<b>Investments Maturing After Six Months (continued):</b>										
2.000%	0.911%		AMAWTR-Muni Bond	11/17/16		06/01/18	508,305	500,000	505,025	Custodian
1.25%-Up	2.115%	1.250%	FHLB-Callable Coupon	11/17/16	08/17/17	11/17/21	1,000,000	1,000,000	987,410	Custodian
1.3%-Up	2.116%	1.300%	FHLMC-Callable Coupon	11/22/16	08/22/17	11/22/21	1,000,000	1,000,000	988,030	Custodian
1%-Up	1.911%	1.000%	FHLB-Callable Coupon	11/29/16	11/29/17	11/29/21	1,000,000	1,000,000	998,640	Custodian
1.6%-Up	1.875%	1.600%	FHLB-Callable Coupon	12/09/16	09/09/17	12/09/21	1,000,000	1,000,000	986,530	Custodian
2.000%	2.000%	2.000%	FHLMC-Callable Coupon	01/30/17	07/28/17	01/28/21	1,000,000	1,000,000	994,480	Custodian
2.000%	2.046%	2.018%	FHLMC-Callable Coupon	01/30/17	01/26/18	01/26/22	997,850	1,000,000	998,430	Custodian
1.250%	1.250%		CASHGR-Muni Bond	03/09/17		11/01/18	360,000	360,000	358,906	Custodian
1.600%	1.600%		Lake City Bank - CD	03/22/17		03/22/19	245,000	245,000	245,238	Custodian
1.800%	1.800%		MDS-Muni Bond	03/22/17		03/15/20	1,000,000	1,000,000	1,000,530	Custodian
1.610%	1.610%	1.610%	FHLMC-Callable Coupon	03/27/17	03/27/18	12/27/19	1,000,000	1,000,000	1,000,470	Custodian
1.810%	1.810%		COTSCD-Muni Bond	04/19/17		08/01/18	545,000	545,000	543,806	Custodian
2.350%	2.350%		Goldman Sachs Bank - CD	06/21/17		06/21/22	245,000	245,000	246,039	Custodian
2.350%	2.350%		Sallie Mae Bank/Salt LK-CD	06/21/17		06/21/22	245,000	245,000	246,039	Custodian
			Sub-Total				34,587,135	34,464,453	34,255,365	
			Total Investments				\$37,759,105	\$37,614,453	\$37,403,007	

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

1-CPNRT=1.25% to 3/18; 1.75% to 9/19; 2.25% to 3/20; 3.5% to 9/20; thereafter 5.5%.

3-CPNRT=1% to 12/17; 1.25% to 12/18; 1.5% to 12/19; 2% to 6/20; 4% to 12/20; thereafter 6%.

5-CPNRT=1.3% to 5/19; 1.5% to 5/20; 2% to 1/20; 4% to 5/21; thereafter 6%.

2-CPNRT=1.5% to 6/17; 1.625% to 6/18; 1.75% to 6/19; 2.0% to 6/20; thereafter 2.5%.

4-CPNRT=1.25% to 11/18; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.

6-CPNRT=1% to 11/17; thereafter 2.15%.

7-CPNRT=1.6% to 12/19; 1.75% to 6/20; 2% to 12/20; 2.5% to 6/21; thereafter 3%.

**Interest earnings for the month were as followed:**

	Amount Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	\$2,246	0.978%
Investments	46,054	1.260%
Local Agency Investment Fund (LAIF)	22,356	0.978%
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	33	0.420%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	1,172	0.532%
<b>Total Earnings</b>	<b>\$71,861</b>	

**Schedule of Investment Balance Limitations (Per District investment policy)**

	Total Amount Invested	% of Total	Max. Limit Allowed
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)	\$37,759,105	55.55%	no limit
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	2,756,000	4.05%	1 yr debt pmt.
Local Agency Investment Fund (LAIF)	26,499	0.04%	no limit
<b>Total</b>	<b>27,430,737</b>	<b>40.36%</b>	<b>65,000,000</b>
	<b>\$67,972,341</b>	<b>100.00%</b>	

The source of the market valuation is as followed:

Investments (Note 1)

Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)

Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)

Local Agency Investment Fund (LAIF)

Note 1: The average weighted duration for investments, excluding LAIF, is 991 days, which is under the assumption that callable coupons will not be called and will be held until maturity.

Note 2: In June 2017, estimated Joint Powers Authority's participation in investment is \$5,972,304.78, of which \$3,558,500.49 (or 59.58%) belongs to LV.

LVMWD Investment Report for the Month Ending June 30, 2017

**Bank Account Balances as of June 30, 2017:**

Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$212,387 (Note 3)
Wells Fargo Bank	Sweep	1,793,707
Bank of New York Mellon	Money Market	5,317
	<b>Total</b>	<b><u>\$2,011,411</u></b>

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

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

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

Approved for July 25, 2017 Agenda:



David W. Pedersen, General Manager

TO THE BEST OF MY KNOWLEDGE

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT

Lee Renger, Treasurer

Definitions

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

Investment Abbreviations

- FHLB – Federal Home Loan Bank
- FHLMC – Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA – Federal National Mortgage Association (Fannie Mae)
- FFCB – Federal Farm Credit Bank
- Bonds
  - AMAWTR – Amador Water Agency
  - CAL ST – State of California
  - CASHGR – California State University
  - CASPWR – State of California Department of Water Resources
  - CON ST – State of Connecticut
  - COTSCD - Cotati-Rohnert Park Unified School District
  - LVNSCD – Las Virgenes Unified School District
  - MDS – State of Maryland
  - MOUSCD – Mountain View Unified School District
  - NEWSCD – Newark, CA Unified School District
  - SCVWTR – Santa Clara Valley Water District



**LAS VIRGENES MUNICIPAL WATER DISTRICT  
INVESTMENTS - 2ND QUARTER ENDED JUNE 30, 2017**

Investment Type	Interest Rate	No. of Days	Purchase Date	Maturity Date	Book Value	Par Value	Quarterly Interest Earned	Quarterly Interest Accrued	Quarterly Total Interest
FFCB - Callable	1.150%	1004	02/23/16	11/23/18	1,000,000.00	1,000,000.00		2,874.99	2,874.99
FFCB - Callable	1.400%	1461	04/13/16	04/13/20	1,000,000.00	1,000,000.00		3,500.01	3,500.01
FFCB - Callable	1.180%	1056	07/22/16	06/13/19	1,001,250.00	1,000,000.00		2,949.99	2,949.99
FHLB - Bullet	1.250%	1826	06/26/13	06/26/18	1,000,000.00	1,000,000.00		3,125.01	3,125.01
FHLB - Bullet	1.300%	1310	03/30/15	10/30/18	1,000,000.00	1,000,000.00		3,250.01	3,250.01
FHLB - Bullet	1.500%	1123	02/09/16	03/08/19	1,015,650.00	1,000,000.00		3,750.00	3,750.00
FHLB - Callable	1.0%-Up	1826	06/30/16	06/30/21	1,000,000.00	1,000,000.00		2,499.99	2,499.99
FHLB - Callable	1.25%-Up	1826	11/17/16	11/17/21	1,000,000.00	1,000,000.00		3,125.01	3,125.01
FHLB - Callable	1.0%-Up	1826	11/29/16	11/29/21	1,000,000.00	1,000,000.00		2,499.99	2,499.99
FHLB - Callable	1.6%-Up	1826	12/09/16	12/09/21	1,000,000.00	1,000,000.00		3,999.99	3,999.99
FHLMC - Callable	1.000%	1826	03/26/13	03/26/18	1,000,000.00	1,000,000.00		2,499.99	2,499.99
FHLMC - Callable	0.950%	1826	05/22/13	05/22/18	1,000,000.00	1,000,000.00		2,375.01	2,375.01
FHLMC - Callable	0.750%	1645	05/28/13	11/28/17	1,000,000.00	1,000,000.00		1,875.00	1,875.00
FHLMC - Callable	1.25%-Up	1821	04/04/16	03/30/21	1,000,000.00	1,000,000.00		3,125.01	3,125.01
FHLMC - Callable	1.5%-Up	1826	06/16/16	06/16/21	1,000,000.00	1,000,000.00		3,802.08	3,802.08
FHLMC - Callable	1.400%	1278	06/27/16	12/27/19	1,000,000.00	1,000,000.00		3,500.01	3,500.01
FHLMC - Callable	1.3%-Up	1825	11/22/16	11/21/21	1,000,000.00	1,000,000.00		3,249.99	3,249.99
FHLMC - Callable	2.000%	1459	01/30/17	01/28/21	1,000,000.00	1,000,000.00		5,000.01	5,000.01
FHLMC - Callable	2.000%	1822	01/30/17	01/26/22	997,850.00	1,000,000.00		5,000.01	5,000.01
FHLMC - Callable	1.610%	1005	03/27/17	12/27/19	1,000,000.00	1,000,000.00		4,025.01	4,025.01
FNMA - Bullet	0.875%	377	12/08/16	12/20/17	999,840.00	1,000,000.00		2,187.51	2,187.51
FNMA - Callable	1.600%	1827	05/19/15	05/19/20	1,000,000.00	1,000,000.00		3,999.99	3,999.99
FNMA - Callable	1.300%	1461	02/24/16	02/24/20	1,000,000.00	1,000,000.00		3,249.99	3,249.99
FNMA - Callable	1.350%	1277	02/26/16	08/26/19	1,000,000.00	1,000,000.00		3,375.00	3,375.00
FNMA - Callable	1.580%	1400	08/15/16	06/15/20	1,002,920.00	1,000,000.00		3,950.01	3,950.01
FNMA - Callable	1.400%	1461	08/24/16	08/24/20	1,000,000.00	1,000,000.00		3,500.01	3,500.01
FNMA - Callable	1.480%	1552	09/29/16	12/29/20	1,000,000.00	1,000,000.00		3,699.99	3,699.99
LVNSCD-Muni Bond	1.585%	1715	02/20/13	11/01/17	1,022,130.00	1,000,000.00		3,962.53	3,962.53

**LAS VIRGENES MUNICIPAL WATER DISTRICT  
INVESTMENTS - 2ND QUARTER ENDED JUNE 30, 2017**

Investment Type	Interest Rate	No. of Days	Purchase Date	Maturity Date	Book Value	Par Value	Quarterly Interest		Quarterly Total Interest
							Earned	Accrued	
CTS-Muni Bond	2.250%	1658	02/17/16	09/01/20	1,119,648.45	1,095,000.00	6,159.39	6,159.39	6,159.39
NEWSCD-Muni Bond	2.427%	1598	03/17/16	08/01/20	934,688.30	910,000.00	5,521.38	5,521.38	5,521.38
CAS-Muni Bond	1.500%	1799	04/28/16	04/01/21	1,000,000.00	1,000,000.00	3,750.00	3,750.00	3,750.00
SCVWTR-Muni Bond	2.387%	1806	06/21/16	06/01/21	1,047,370.00	1,000,000.00	5,967.55	5,967.55	5,967.55
MOUSCD-Muni Bond	1.960%	1844	07/14/16	08/01/21	600,000.00	600,000.00	2,940.00	2,940.00	2,940.00
CASPWR-Muni Bond	1.713%	215	09/28/16	05/01/17	1,000,000.00	1,000,000.00	1,427.50	1,427.50	1,427.50
CASPWR-Muni Bond	1.712%	1461	05/01/17	05/01/21	984,453.49	984,453.49	2,810.62	2,810.62	2,810.62
AMAWTR-Muni Bond	2.000%	561	11/17/16	06/01/18	508,305.00	500,000.00	2,500.01	2,500.01	2,500.01
CASHGR-Muni Bond	0.950%	237	03/09/17	11/01/17	150,000.00	150,000.00	356.25	356.25	356.25
CASHGR-Muni Bond	1.250%	602	03/09/17	11/01/18	360,000.00	360,000.00	1,125.00	1,125.00	1,125.00
MDS-Muni Bond	1.800%	1089	03/22/17	03/15/20	1,000,000.00	1,000,000.00	4,500.00	4,500.00	4,500.00
COTSCD-Muni Bond	1.810%	469	04/19/17	08/01/18	545,000.00	545,000.00	1,972.90	1,972.90	1,972.90
CAP ONE BK-CD	1.550%	1826	08/10/16	08/10/21	245,000.00	245,000.00	949.38	949.38	949.38
ALLY BK - CD	1.350%	1096	09/08/16	09/09/19	245,000.00	245,000.00	826.89	826.89	826.89
JPM CHASE BK-CD	1.450%	1461	09/16/16	09/16/20	245,000.00	245,000.00	888.12	888.12	888.12
LAKE CITY BK-CD	1.600%	730	03/22/17	03/22/19	245,000.00	245,000.00	980.01	980.01	980.01
Goldman Sachs BK-CD	2.350%	1826	06/21/17	06/21/22	245,000.00	245,000.00	159.93	159.93	159.93
Sallie Mae BK -CD	2.350%	1826	06/21/17	06/21/22	245,000.00	245,000.00	159.93	159.93	159.93
Reserve Fund-LAIF & Other					2,756,000.24		6,280.00	6,280.00	6,280.00
LAIF - All Other (3-month Average Balances)					26,430,736.61		61,464.00	61,464.00	61,464.00
Union Bank-lackrock Liquidity FD T Fund (3-month Average)					39,090.05		56.78	56.78	56.78
Bank of New York Mellon/Wells Fargo Sweep Accounts (3-month Average Bal.)					632,826.78		2,552.66	2,552.66	2,552.66
<b>Total</b>							<b>71,780.94</b>	<b>135,519.50</b>	<b>207,300.44</b>

## LVMWD CASH ANALYSIS - June 30, 2017 (Unaudited)

	Restricted Cash	Cash Held by Policy	Policy Requirement	Over (Short) Policy By Enterprise
101 - Potable Water Operations		3,371,891	8,044,565	
201 - Potable Water Construction	36,285	(3,928,441)	12,962,347	
301 - Potable Water Replacement		<u>7,750,000</u>	8,000,000	
603 - Rate Stabilization Fund	<b>36,285</b>	<b>7,193,450</b>	<b>29,006,912</b>	<b>(21,813,461.95)</b>
<b>Total Potable Water</b>				
102 - Recycled Water Operations		8,938,777	741,333	
203 - Recycled Water Construction	(811,906)			
302 - Recycled Water Replacement		<u>2,034,089</u>	<u>2,425,172</u>	
<b>Total Recycled Water</b>	<b>(811,906)</b>	<b>10,972,866</b>	<b>3,166,505</b>	<b>7,806,360.48</b>
130 - Sanitation Operations		28,095,877	2,880,419	
230 - Sanitation Construction	(588,727)			
330 - Sanitation Replacement		<u>106,594</u>	<u>11,589,583</u>	
<b>Total Sanitation</b>	<b>(588,727)</b>	<b>28,202,471</b>	<b>14,470,002</b>	<b>13,732,468.47</b>
606 & 607 - Refunding Revenue Bonds - Reserve Fund	2,761,317			
701 - Vested Sick Leave Reserve	1,437,378			
720 - Insurance Reserve		6,982,492	6,923,142	
JPA	6,903,871			
Prepaid Connection Fees & Undistributed Interest	6,387,374			
<i>Subtotal</i>	<u>16,125,593</u>	<u>53,351,278</u>		
<b>TOTAL</b>		<b>69,476,871</b>		

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

**Restricted Cash** - Revenue restricted to a particular purpose.

**Bond Covenants** - Money relating to bond financing that is restricted in use and required by promises made in bond documents. Funds are reconciled at year-end.



July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject : Claim from Craig Steinberg and Pamela Blankenship**

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**SUMMARY:**

On June 9, 2017, the District received the attached claim, in the amount of \$3,961.70, from Craig Steinberg and Pamela Blankenship of Agoura Hills for alleged damages to their trees as a result of brush and storm drain clearance work performed by a District contractor on June 2, 2017. The claimants seek the replacement value for the parts of the trees cut and for perceived loss of aesthetic value. Subsequently, Ms. Blankenship submitted supplemental information and requested to amend the claim to include additional damages alleged for loss of privacy and safety.

Staff investigated the claim and recommends that it be denied because the branches that were trimmed were overhanging the claimants' block wall and impeding the flow of water in a concrete drainage swale at the Morrison Ranch Pump Station.

**RECOMMENDATION(S):**

Deny the claim from Craig Steinberg and Pamela Blankenship.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with denying the claim.

**DISCUSSION:**

On June 2, 2017, a District's contractor, Safe & Beautiful Tree Company, trimmed tree branches that were overhanging the claimant's block wall and impeding the flow of water in a concrete drainage swale near the Morrison Ranch Pump Station. The work was completed in conjunction with required brush clearance to protect the surrounding areas from fire. The trimmed trees were identified to be fast growing California pepper and Chinese elm trees. The overhanging branches were trimmed back to the property line, and there is no evidence that the trees were damaged by the trimming. The tree roots remained intact and were not pruned.

Attached are photos taken by staff to illustrate the extent of the tree trimming work.

Based on the investigation and circumstances, staff recommends denying the claim because the trees were not harmed as a result of the tree trimming.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Mary Capps, Secretary

**ATTACHMENTS:**

Steinberg-Blankenship Claim

Photos of Tree Trimming at Morrison Ranch Pump Station



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

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

Name of claimant/s: Craig Steinberg, O.D., J.D., and Pamela Blankenship

Address/location of accident or occurrence:  
[Redacted]  
Agoura Hills, CA 91301

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

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

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

1. When did damage or injury occur? (Give exact date and hour)  
Friday, Day Hours, on June 2nd, 2017

2. Where did the damage or injury occur?  
Our backyard fence line.

3. How did the damage or injury occur? (Give full details)  
Contractor hired by Las Virgenes Municipal Water District trespassed onto Morrison Ranch HOA parcel and cut branches from our trees beyond our fence line (over our fence). This was done without permission, and has

4. What damage or injuries do you claim? caused damage.  
We seek damages for the replacement value of the parts of the tree that were cut and for the loss of its aesthetic value as per the California Tree Law. The privacy and safety of our home has been compromised. We wish to be compensated for the purchase, delivery and planting of three trees to fill in the gap created by this unwarranted cutting. We have included a copy of the "Tree Law 94 with

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

Craig Steinberg / Craig Steinberg Trust

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

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

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

Amount claimed as of this date: \$ 3,961.70

Estimated amount of future expenses: \$ 0

Total Amount Claimed: \$ 3,961.70

Basis for computation of amounts claimed: Estimate given by Boething Treeland Nursery, Woodland Hills. Spoke to Paul. (Breakdown for estimate on back of this paper.)

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

Discussed this trespass and damage with Ron Durbin (Los Angeles Fire Department), Ellen Walton (County of Los Angeles Agricultural) and two employees of Los Virgenes Water District (Andy and Frank). I have included an aerial view of the surrounding parcels.

Gamela Blankenship  
Signature of Claimant or Person Acting on Claimant's Behalf

6/5/17  
Date

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

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

Date Received: 6/9/2017 Time: 10:38 AM Recorded by: M. Capf...

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

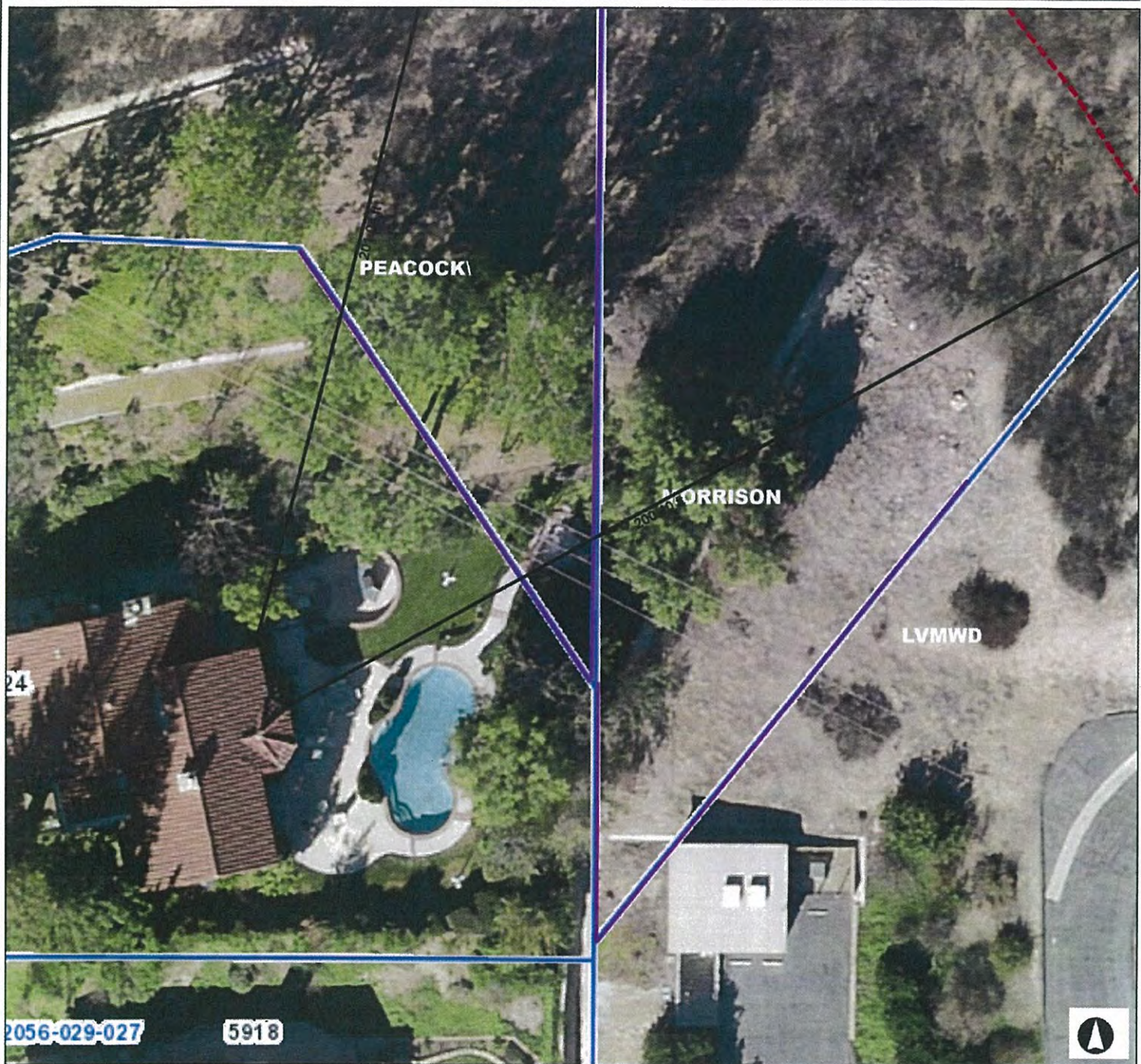
Estimate from Boething Tree and Nursery:  
(given on 6/5/2017)

3 trees to cover exposed area - \$800 apiece	\$2400.-
9 bags of compost (3 per tree) 7.99 apiece	71.9
3 trees planted @ \$360. per tree	<u>1080.00</u>
(taxable items)	3,551.9
	tax <u>310.70</u>
	3,862.70
delivery	<u>99.00</u>
	<u>\$3,961.70</u>





# Los Angeles County GIS Viewer



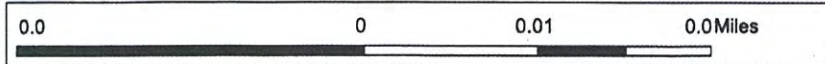
This map is for reference only and should not be used for legal decisions. While the County of Los Angeles makes its best effort to ensure data is accurate, the County makes no representation or warranty of any kind.



### Notes

### Legend

- Parcels



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pages[Return to California Legal News Reports Index](#)

## TREE LAW THE "CUTTING EDGE"

A neighbor's trees, branches or roots are encroaching into your property. Do you have the absolute right to cut or remove those branches from your property? Surprisingly, the answer is "No."

In the 1994 case of *Booska v. Patel*, a California appellate court held that a neighbor does not have the absolute right to cut encroaching roots and branches so that they end at his or her property line. You must take into account the health of the tree before you start cutting or chopping.

In this case, the appellate court held that a neighbor must act reasonably when pruning encroaching roots and branches.

**Facts of Case:** In the above case, Steven Booska owned property next door to R.B. Patel's property. On Booska's land was a 30 to 40-year-old Monterey pine tree. The roots of the pine tree extended into Patel's yard. Apparently, the roots were cracking Patel's walkway. Therefore, Patel hired a contractor to excavate along the length of his yard three feet deep. This excavation severed the roots of Booska's tree.

Booska filed a lawsuit against Patel. Booska alleged that Patel's actions caused the tree to become unsafe, a nuisance, and unable to support life. As a result, the tree owner, Mr. Booska, removed the tree at his own expense.

Patel argued that he had an "absolute right" to sever the roots on his property without regard to any injuries inflicted on Booska's land.

Patel defended his actions, citing California case law and statutes. From these laws, Patel argued that a landowner has the right to prune encroaching roots and branches back to his or her property line any way he or she chooses. The Trial Court agreed with Mr. Patel and the case was dismissed. Booska filed an appeal.

**Appellate Court's Analysis and Holding:** The appellate court analyzed various cases and laws. Some laws emphasize that you generally have a right to control how you manage your own land. Other laws stress that you have a duty to consider the effect of your actions on your neighbors and their property.

The appellate Court held and concluded that, "whatever rights Patel has in the management of his own land, those rights are tempered by his duty to act reasonably".

**Potential Damages – The Value of a Mature Tree:** What if you negligently kill or damage (for example causing disease to) the neighbor's tree while trimming them? Depending on the circumstances, you might be liable for reasonable costs of replacing destroyed tree with identical or substantially similar tree (that is, a mature tree). Such replacement can be very expensive proposition. Your homeowner's policy may or may not cover the claim depending on the policy language.

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of seven  
pages

**Be Careful:** Responsible neighbors, landscapers, tree trimmers, and others who desire to avoid costly litigation ought to keep the *Booska v. Patel* holding in mind when they prune or cut encroaching roots and branches.

If you decide to cut encroaching branches or roots yourself, you must be careful how you do it. You should consider a less intrusive way to solve the problem rather than taking Patel's "Rambo" approach.

**Tree Ordinances:** Moreover, you ought to also check your city's tree ordinances and view ordinances, if any. One reason to check the city tree and view ordinance is verify that the type of trees at issue can be cut or removed. In some California cities, certain types trees are illegal to cut down or prune.

**If a neighbor's tree branches or roots encroach on your property, what should you do?** One solution is to informally and kindly ask your neighbor to trim his own tree in the manner necessary to keep it from encroaching into your property. This approach shifts the risk of damage to the tree owner.

If the neighbor does not cooperate, you (yourself or through an attorney) might send a certified mail letter to the neighbor placing them on NOTICE that a dangerous condition is present concerning the trees, and, that if the tree causes any personal injury or property damage occurs to your property, your neighbor will be legally responsible to pay for all damages incurred. And again, request that they trim the trees to stop the encroachment.

Again, if you do decide to trim the trees or cut the roots yourself, be careful and cautious because, if a court finds that you negligently damaged the neighbor's tree, you can be held liable for damages.

## UPDATE: RECENT CASE LAW

### Loss of Aesthetic Value and Damage Enhancement:

In *Rony v. Costa* (2012) 210 Cal.App.4th 746, a property owner sued a neighbor. The neighbor hired an unlicensed day laborer to trim a tree which was encroaching over his property. But the worker also cut (i.e., hacked with a chain saw) substantial parts of the tree and that were on the tree owner's land.

The property owner sued for wrongful injury to timber and won the trial. The Court awarded damages for the replacement value of the part of tree that was cut on the tree owner's property. Further, damages were awarded for tree's loss of aesthetic value. Total actual damages equaled \$22,530. The trial court then doubled the actual damages which it had authority to do per *CA Civil Code* §3346. Now the property owner's damages totalled \$45,060 in damages. Then, on top of that, the court awarded attorneys' fees per *CA Code of Civil Procedure* §1029.8 (allowing award of fees when hiring unlicensed individuals who cause injury performing a service that requires a license). On appeal, the appellate court agreed with the trial court except it did not agree that attorney's fees should have been awarded because the subject code section did not apply on the facts of this case for technical reasons.

In summary, in California, trees are well protected. *Code of Civil Procedure* § 733 and *Civil Code* § 3346 allow a tree owner to recover up to three times the

cost of repairing the damaged tree. Under case law, the tree owner can also, recover for the damage caused to the aesthetic value of the tree.

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of seven pages

§ 733. Trespass; cutting, carrying off, or injuring trees; treble damages, CA CIV PRO § 733

West's Annotated California Codes
Code of Civil Procedure (Refs & Annos)
Part 2. Of Civil Actions (Refs & Annos)
Title 10. Actions in Particular Cases (Refs & Annos)
Chapter 2. Actions for Nuisance, Waste, and Willful Trespass, in Certain Cases, on Real Property (Refs & Annos)

West's Ann. Cal. C.C.P. § 733

§ 733. Trespass; cutting, carrying off, or injuring trees; treble damages

Currentness

Any person who cuts down or carries off any wood or underwood, tree, or timber, or girdles or otherwise injures any tree or timber on the land of another person, or on the street or highway in front of any person's house, village, or city lot, or cultivated grounds; or on the commons or public grounds of any city or town, or on the street or highway in front thereof, without lawful authority, is liable to the owner of such land, or to such city or town, for treble the amount of damages which may be assessed therefor, in a civil action, in any Court having jurisdiction.

Credits

(Enacted in 1872.)

Notes of Decisions (51)

West's Ann. Cal. C.C.P. § 733, CA CIV PRO § 733  
Current with urgency legislation through Ch. 9 of 2017 Reg.Sess

End of Document

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## Capps, Mary

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**From:** Pamela Blankenship [REDACTED]  
**Sent:** Monday, June 19, 2017 2:48 PM  
**To:** Capps, Mary  
**Cc:** 'Craig S Steinberg, O.D., J.D.'  
**Subject:** RE: Claim

Dear Mary,

Yesterday (Father's Day) there were two different sets of trespassers that were on your land and in and around your LVWD out-building. You said you wanted me to send it to you and that you would add it to our claim.

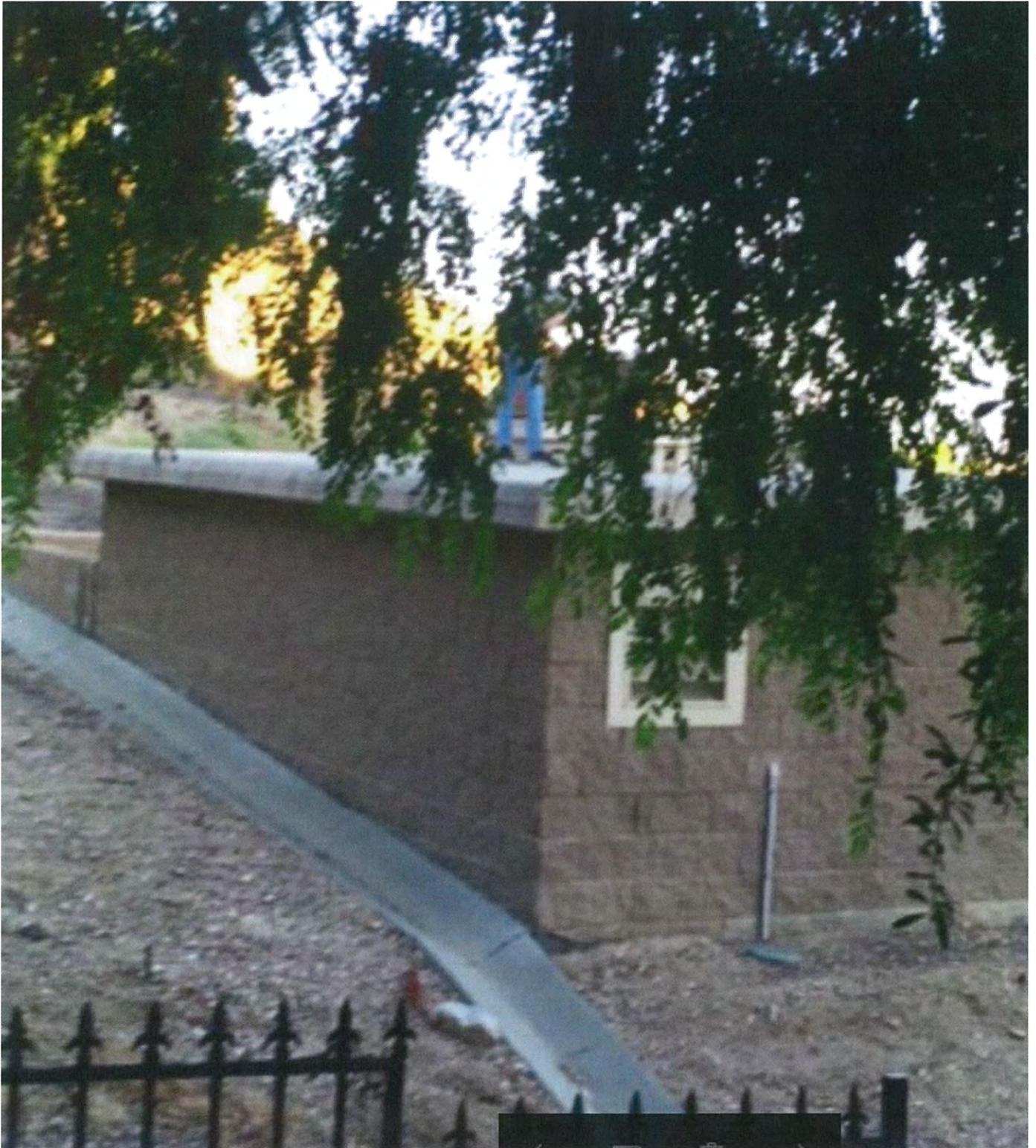
The first trespasser was a man who came mid-day. He startled my teenage daughter who was sitting outside by our pool. He appeared to be exercising on and around your-building. We did not call the Sheriff's office because we saw him leave and go back down the hill.



The second group, were older teenager to young twenty-somethings, and they came around sunset while we were eating dinner in our yard. They went on top of your building and opened one of the hatches that lead into it (you may be able to see the open hatch in this picture). I called both the sheriff's department and the water department when we saw them up on the roof of your building opening the hatch. I was told by the water department representative (George -818-519-3964) that our neighbor had also called LVMWD because he had seen them exiting the side of your out-building. When they left the building they headed up the road to your water tower.

The sheriff's department came out and caught one of them, and escorted him down the hill. I'm sure the sheriff's must have written up a report about the incident. The LVMWD man (George) also spoke to the sheriff's department. The sheriff told us afterwards that the trespassers had gone to find a place to smoke pot, but had been stung by a swarm of bees up closer to the tower. You also had a second water district representative (Dave) who came out separately, but he came to our front door. I showed him the damage to the trees. George called me later in the evening and was writing up his own report.

Here is a picture of one of the trespassers up on the roof of your building. He is lifting the hatch leading into the building. You can also see some of the cut branches of one of our trees in this picture.



The reason I want this added to my claim is threefold:

1. The area leading up to both the water tower and this outbuilding is not well secured. It is very easy for people to come onto your property. We have seen other trespassers over the last three years (one group that also



broke into the outbuilding). Yesterday, we had two groups of trespassers in just one day. The storage tank on top of the hill holds the city's drinking water, heaven forbid if one of the trespassers ever tamper's with it.

2. The second reason is obvious, there are dry grasses and dry weeds all over your land that have not been cut back. It would have only taken one spark from the young men smoking pot up on your property and the entire hill (and possibly houses as well) could have gone up in flames. The Sheriff said he told the trespassers this as well. Here is a picture of some of the dry weeds by your building.



3. The third reason also affects our home. The damage and cutting of our trees (without our permission and trespassing over our own fence line) by the Las Virgenes Water District has openly exposed the back of our house to anyone on your land. Since we have no side neighbors and are on top of our own hill, if someone wanted to break into our house it would be very easy to do it now from their vantage point on your property. They could easily see when we are, or are not at home, and simply jump the fence into our backyard. The cutting of the trees by your contractor and the poor security of this water district area has made me feel unsafe in our home.

My husband has additional pictures of our trees. The pictures show how deep the contractors crossed over our fence line to cut the branches. He is not home right now but I will send those pictures over this week. I have copied him on this email.

Sincerely,

Pamela Blankenship

Pamela Blankenship  
5924 Rainbow Hill Road  
Agoura Hills, CA 91301  
(818) 879-1888

**From:** Capps, Mary [mailto:mcapps@lvmwd.com]  
**Sent:** Monday, June 19, 2017 1:14 PM  
**To:** [REDACTED]  
**Subject:** Claim

Thanks,  
*Mary*

**Capps, Mary**

---

**From:** Pamela Blankenship [REDACTED]  
**Sent:** Wednesday, June 21, 2017 9:12 AM  
**To:** Capps, Mary  
**Cc:** [REDACTED]  
**Subject:** RE: Claim

Dear Mary,  
Here are more pictures for our claim. I tried to show a "before" and "after" shot of the area.





Here is another "after" shot taken from a different angle.



Here are a few done with a yardstick showing how far they crossed over our fence to cut the trees. My hand is on the fence line, and the yardstick is measuring from it.









Here is one showing a few of the cuts.



Please let me know that you received these and have added them to our claim.  
Thank you,  
Pam Blankenship

Pamela Blankenship  
[REDACTED]  
Agoura Hills, CA 91301

**From:** Capps, Mary [mailto:mcapps@lvmwd.com]  
**Sent:** Monday, June 19, 2017 1:14 PM  
**To:** pamela@[REDACTED]  
**Subject:** Claim

Thanks,  
**Mary**













July 25, 2017 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject : Supply and Delivery of Diatomaceous Earth: Award of Bid**

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**SUMMARY:**

On May 23, 2017, a Request for Bids was issued for the annual supply and delivery of diatomaceous earth to the Westlake Filtration Plant. The annual expense for the product is expected to be approximately \$32,000 based on previous usage and currently-proposed bid pricing. Award of the bid will ensure the District receives competitive pricing throughout the year and during subsequent renewal periods.

**RECOMMENDATION(S):**

Accept the bid from Dicalite Minerals, Inc., and authorize the General Manager to issue a one-year purchase order, in the amount of \$31,986.07, with four one-year renewal options not to exceed the original award by more than 10%, for a maximum five-year total amount of \$172,724.78, for the supply and delivery of diatomaceous earth.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The total estimated annual cost for diatomaceous earth is \$32,000 based on the previous year's usage and currently-proposed bid pricing, which is approximately 7.6% higher than the existing pricing of \$29,730.72. Sufficient funds for the product are available in the adopted Fiscal Year 2017-18 Budget and will be proposed in future year budgets.



**DISCUSSION:**

Background:

Diatomaceous earth is the media used to filter raw water from Las Virgenes Reservoir before it is delivered to the water distribution system. When the Westlake Filtration Plant is in operation, each filter goes through a production cycle lasting five to seven days and using 2,000 to 3,000 pounds of diatomaceous earth. Typical operational patterns consist of 40 to 50 filter production cycles per year. The previous contract for diatomaceous earth expired; therefore, a Request for Bids was issued in late May.

Bid Process:

The Request for Bids and related documents were posted on the District's website, advertised in the local newspaper and provided to six different suppliers; four bids were received. Bidder participation increased 400% from the previous bid in October 2014. Dicalite Minerals, Inc., the District's current vendor for the product, submitted the lowest responsive bid, in the amount of \$31,986.07.

Attached for reference is a copy of the bid from Dicalite Minerals, Inc.

Bid Summary:

Following is a summary of bids received:

Dicalite Minerals, Inc.	\$31,986.07
Thatcher Company	\$40,194.00
Univar USA, Inc.	\$49,094.10
Loyalty Chemicals, LLC	\$75,507.30

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Gretchen Bullock, Purchasing Supervisor

**ATTACHMENTS:**

Dicalite Minerals Inc. Bid

**Las Virgenes Municipal Water District**  
**Bid Form-Schedule**  
**Diatomaceous Earth**

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

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

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District. The District may extend the term of this contract by written notice to the supplier at the end of the contract period.

CONTRACT TERM as follows: initial contract term shall be good for one (1) year from date of contract execution. Four (4) additional one (1) year renewals may be negotiated at the District's option.

Materials to be furnished under this bid shall be delivered FOB Destination Freight Pre-Paid and Allowed to Las Virgenes Municipal Water District's Westlake Filtration Plant, 32061 Torchwood Place, Westlake Village, CA 91361 in the manner set forth in the Bid Scope and Specifications.

- All bidders are required to submit the following information with their bid
  - Completed Bid Form-Schedule
  - Product information/technical data sheet
  - Global Harmonized System-Safety Data Sheet (GHS-SDS)

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid. *(Submitted bid form-schedule must contain original wet signature, electronic or facsimile copy not allowed)*

**>>>continued on next page<<<**

**Las Virgenes Municipal Water District  
Request for Bids: Diatomaceous Earth-Annual Supply  
Addendum #1**

Bidders are instructed to make the following changes to Las Virgenes Municipal Water District "Request for Bids: Diatomaceous Earth-Annual Supply".

Change to the *Instructions to Bidders, 10. Insurance Requirements table,*

*Original Bid Instructions to Bidders, 10. Insurance Requirements, table on Page 2 regarding GL limits reads:*

Type	Limits	Scope
General Liability (GL)	\$2,000,000 per occurrence/ \$4,000,000 aggregate	At least as broad as ISO occurrence from CG 0001

Change GL Dollar limits in table to read:

Type	Limits	Scope
General Liability (GL)	\$1,000,000 per occurrence/ \$2,000,000 aggregate	At least as broad as ISO occurrence from CG 0001

Clarifications:

- For this bid the lesser amounts of \$1,000,000 per occurrence/ \$2,000,000 aggregate apply to General Liability (GL), while the Product Liability (PL) amount remains unchanged at \$1,000,000 per occurrence/ \$2,000,000 aggregate as stated in the Instructions to Bidders. Umbrella coverage may be used to bridge gap in the event amount(s) are less than required.

All other document content of original Request for Bids remains unchanged. This addendum must be acknowledged with Bidder signature in the Addendum Acknowledgement section of submitted Bid Form Schedule.

Addendum issued June 1, 2017.

By:   
 Gretchen Bullock, CPPB  
 Purchasing Supervisor, Las Virgenes Municipal Water District

**Las Virgenes Municipal Water District  
Bid Form-Schedule  
Diatomaceous Earth**

Bid Item No.	Quantity	Unit of Measure UOM	Description Refer to Bid Scope & Specifications for detailed description	Unit Price	Extended Price	
1.	132	1000 lb. bag	Diatomaceous Earth	\$ 182.50	\$ 24,090.00	
2.	3	Delivery	Fuel Surcharge per each delivery (if applicable)*	\$ 1,774.16	\$ 5,322.48	
List fuel surcharge calculation formula, applicable index including date, and round trip miles here: \$1600 freight, set fuel rate of .28/mile (622 miles total) for a fuel charge of \$174.16						
				LA County Sales Tax	8.75%	\$ 2,573.59
				<b>Total Bid</b>	\$	\$ 31,986.07

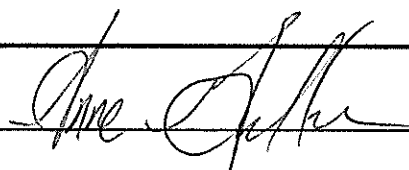
**Written Total Bid Amount:**

Thirty-one thousand nine hundred eighty six dollars and seven cents

**Notes or Exceptions:**

Addendum Acknowledgement (if applicable):

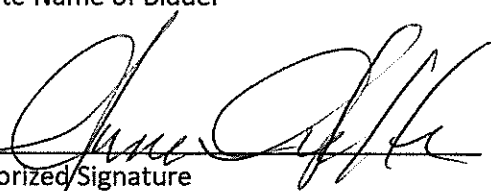
Addendum #1

Signed: 

Addendum #2

Signed: \_\_\_\_\_

**Bidder:**

<u>Dicalite Minerals</u>	<u>06/14/2017</u>
Corporate Name of Bidder	Date
By: <u></u>	<u>Anna Gallegos</u>
Authorized Signature	Print Name & Title
<u>36994 Summit Lake Road</u>	<u>agallegos@dicalite.com</u>
	E-mail
<u>Burney, CA 96013</u>	<u>(559) 467-9413</u>
Address	Phone