

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

AGENDA REGULAR MEETING February 16, 2021, 9:00 AM

Public Participation for Meetings of Las Virgenes Municipal Water District Board of Directors in Response to COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that members of the Las Virgenes Municipal Water District Board of Directors will participate in meetings via teleconferencing.

PUBLIC PARTICIPATION: Pursuant to Executive Order N-29-20 and given the current health concerns, members of the public can access and request to speak at meetings live on-line, with audio and limited video, at www.LVMWD.com/LiveStream. In addition, members of the public can submit written comments electronically for consideration at www.LVMWD.com/LiveStream. To ensure distribution to the members of the Las Virgenes Municipal Water District Board of Directors prior to consideration of the agenda, please submit comments 24 hours prior to the day of the meeting. Those comments, as well as any comments received during the meeting, will be distributed to the members of the Board of Directors and will be made part of the official public record of the meeting. Contact Josie Guzman, Executive Assistant/Clerk of the Board, at (818) 251-2123 or jguzman@lvmwd.com with any questions.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the Executive Assistant/Clerk of the Board by telephone at (818) 251-2123 or via email to jguzman@lvmwd.com no later than 9:00 AM on the day before the scheduled 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, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received. A live webcast of the meeting will be available at LVMWD.com. Also, a web-based version of the speaker card is available for those who would like to submit written comments electronically or request to make public comment by telephone during the meeting.

The <u>Public Comments</u> agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agendized items will be recognized at the time the item is called up for discussion.

Materials prepared by the District in connection with the 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 request to the Clerk of the Board.

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**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

- A List of Demands: February 16, 2021 (Pg. 7)
 Receive and File
- B Minutes: Regular Meeting of February 2, 2021 (Pg. 33)
 Approve

- C **Directors' Per Diem: January 2021 (Pg. 42)**Ratify
- D Monthly Cash and Investment Report: November 2020 (Pg. 49)

Receive and file the Monthly Cash and Investment Report for November 2020.

E Uniform Services: Contract Renewal (Pg. 61)

Accept the proposal from Prudential Overall Supply, and authorize the General Manager to execute a one-year contract renewal, in the amount of \$25,000, for the supply of uniforms for employees.

F Photocopier Lease Agreements: Award (Pg. 63)

Accept the proposal from Document Systems, Inc. and Cannon Financial Services, Inc., and authorize the General Manager to execute a 60-month lease agreement, in the amount of \$50,315.10, for four Canon photocopiers.

G Utility Billing Services: Contract Renewal (Pg. 65)

Accept the proposal from InfoSend, Inc., and authorize the General Manager to execute a one-year agreement, in an annual amount equal to the actual cost of printing and mailing services estimated at \$116,000 plus tax, with three-one year renewal options for utility bill printing and mailing services.

H Tract No. 53138 (Deerlake Ranch): Approval of Scope Change (Pg. 84)

Authorize the Director of Engineering and External Affairs to execute Scope Change No. 5 with Envicom Corporation, in the amount of \$600.00, to respond to additional public comments received on the Mitigated Negative Declaration for Tract No. 53138, Deerlake Ranch.

Stationary Emergency Generator Project, Land Acquisition: Approval of Scope Change No. 2 (Pg. 88)

Authorize the General Manager to execute Scope Change No. 2 for Hamner and Jewell to obtain a title report, in the amount of \$5,035; and to sign and notarize a minor lot line adjustment application for submittal to the City of Hidden Hills for Jed Smith Pump Station as part of the Stationary Emergency Generator Project

5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

- A MWD Representative Report (Pg. 92)
- **B** Legislative and Regulatory Updates
- C Water Supply Conditions Update (Pg. 97)
- 6 **TREASURER**
- 7 **BOARD OF DIRECTORS**
 - A Response to Coronavirus (COVID-19) Pandemic: Continuation of Emergency (Pg. 99)

Approve the continuation of an emergency declaration for response to the coronavirus (COVID-19) pandemic.

8 **GENERAL MANAGER**

A Salary Resolution and Management Handbook Update: Approval and Adoption (Pg. 101)

Pass, approve and adopt proposed Resolution No. 2588, establishing salaries for employees; and approve the updated Management Handbook.

RESOLUTION NO. 2588

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT ESTABLISHING SALARIES FOR EMPLOYEES

(Reference is hereby made to Resolution No. 2588 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

9 FACILITIES AND OPERATIONS

A Mixers for Seminole and Latigo Tanks: Purchase Order Authorization (Pg. 171)

Accept the proposal from PAX Water Technologies, Inc., and authorize the General Manager to issue a purchase order, in the amount of \$62,190, for three mixing units to be installed at Seminole and Latigo Tanks.

B Supply and Delivery of Bulk Woodchip Compost Amendment: Award (Pg. 189)

Authorize the General Manager to execute a one-year agreement with three one-year renewal options with Recycled Wood Products for the supply and delivery of woodchip compost amendment at \$11.89 per cubic yard for material sized at three quarters of an inch or less and \$14.00 per cubic yard for material sized at one quarter of an inch or less for the Rancho Las Virgenes Composting Facility.

10 FINANCE AND ADMINISTRATION

A Extension of Families First Coronavirus Response Act Sick Leave Provision (Pg. 192)

Pass, approve, and adopt proposed Resolution No. 2589, extending certain provisions of the Families First Coronavirus Response Act.

RESOLUTION NO. 2589

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT, APPROVING THE EXTENSION OF THE EMERGENCY PAID SICK LEAVE PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

(Reference is hereby made to Resolution No. 2589 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

11 ENGINEERING AND EXTERNAL AFFAIRS

A Roadside Drive Bridge Widening Project: Water Main Relocation (Pg. 198)

Approve an appropriation in the amount of \$168,249; authorize the General Manager to execute a Memorandum of Agreement with the City of Agoura Hills, subject to non-substantive changes and in a form approved by District Counsel; and authorize the General Manager to execute an amendment to the existing Utility Agreement to reflect the updated cost for the water main relocation work to be performed as part of the Roadside Drive Bridge Widening Project.

12 **INFORMATION ITEMS**

- A ACWA/JPIA President's Special Recognition Award (Pg. 201)
- B Claim by Amy and Hans Maentz (Pg. 204)
- C Summary of Contracts Executed under General Manager's Authority or with Price Escalators (Pg. 219)

13 **NON-ACTION ITEMS**

- A Organization Reports
- B Director's Reports on Outside Meetings
- **C** General Manager Reports
 - (1) General Business
 - (2) Follow-Up Items
- **D** Director's Comments

14 **FUTURE AGENDAITEMS**

15 **PUBLIC COMMENTS**

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16 **CLOSED SESSION**

A Conference with Real Property Negotiators (Government Code Section 54956.8):

District Negotiators: David W. Pedersen, General Manager, and Keith

Lemieux, District Counsel

Property Owner Negotiator: The Feinberg Institute, Inc., dba ROWI,

represented by CBRE

Property: 4232 Las Virgenes Road, Suite B, Calabasas, CA Scope: District will be negotiating price and terms of lease

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: LYNDA LO-HILL, TREASURER

Payments for Board Meeting of : February 16, 2021

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. 100407 through 100484 were issued in the total amount of 557,096.36

Payments through wire transfers as follows:

1/29/2021 Metropolitian Water District Payment for water deliveries in the month of November 2020 1,820,879.80 Sub-Total Wires

1,820,879.80

Total Payments 2,377,976.16

(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 02/16/21

Check No. 02/02/21

Check No. 02/09/21

Company Name	Company No.	Amount	Amount	Total
Potable Water Operations	101	27,641.91	81,072.35	108,714.26
Recycled Water Operations	102		556.14	556.14
Sanitation Operations	130	476.81	10,145.28	10,622.09
Potable Water Construction	201	22,554.25	1,172.50	23,726.75
Water Conservation Construction	203			
Sani- Construction	230			-
Potable Water Replacement	301	17,784.25	1,718.75	19,503.00
Reclaimed Water Replace	302			4
Sanitation Replacement	330	3,062.50		3,062.50
Internal Service	701	89,546.52	43,940.29	133,486.81
JPA Operations	751	89,201.21	159,105.60	248,306.81
JPA Construction	752			-
JPA Replacement	754	1,278.00	7,840.00	9,118.00
	Total Printed	251,545.45	305,550.91	557,096.36
	Net Total	251,545.45	305,550.91	557,096.36



MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA 700 North Alameda Street

Los Angeles, CA, 90012-2944

INVOICE

Billed To:

Las Virgenes Municipal Water District



Service Address

4232 Las Virgenes Road Calabasas, CA 91302

November 2020

Page No. 1 of 1

Mailed: 12/10/2020

Due Date: 01/29/2021

Invoice Number: 10267

Revision: 0

NOTICE

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

DELIVERIES	Volume (AF)
Total Water Treated Delivered	1,548.6
Total Water Untreated Delivered	

SALES	Туре	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service	Tier 1 Supply Rate	1,548,6	\$208.00	\$322,108.80
	System Access Rate	1,548.6	\$346,00	\$535,815.60
	Water Stewardship Rate	1,548.6	\$65.00	\$100,659.00
	System Power Rate	1,548.6	\$136.00	\$210,609,60
	Treatment Surcharge	1,548.6	\$323.00	\$500,197.80
	SUBTOTAL			\$1,669,390.80

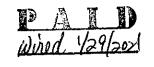
OTHER CHARGES AND CREDITS	Rate (\$ /AF)
Capacity Charge(Payment Schedule: M)	\$33,660.00
Readiness To Serve Charge(Payment Schedule: M)	\$117,829.00
SUBTOTAL	\$ 151,489.00

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Capacity Charge			8/9/2018	45,9
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	115,668.9			
Tier 1 Annual Limit (For Current Calendar Year)	24,359.0		•	
Tier 1 YTD Deliveries (For Current Calendar Year)	19,079.1	78.3		
Tier 1 Current Month Deliveries	1,548.6			
Purchase Order Commitment (Jan 2015 to Dec 2024)	162,390.0			

	•	
	Volume AF	Amount Now Due
INVOICE TOTAL	1,548.6	\$1,820,879.80

Note: Amount Due is based on highlighted fields

Approved for Payment:





CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUME	ENT	INV	/ DATE	PO	CHECK RUN	NET
		ΙL	NVOIC	E DTL	DESC			
100407 02/02/2021 PRTD 17361 ACCURATE FIRST AID	S B-3905	1994			4/2021		020221	82.50
Invoice: B-3905	82.50 701430	680000 1s		D SITE afety	SRV-OF	P S		52775
Invoice: B-3904	в-3904	1995	ST Δ1		4/2021 SRV -	пυ	020221	89.41
	89.41 701430	680000		fety	JICT	ΠQ		
					CHEC	K	100407 TOTAL:	171.91
100408 02/02/2021 PRTD 20389 AIRGAS SPECIALTY PR Invoice: 9108763677	o 9108763677	1959	1 260	01/0	6/2021 MMONIUN		020221	3,090.53
	3,090.53 751810	541013	A¢	ua Amn	mmonio monia	1 HYU	ROXIDE	
					CHEC	K	100408 TOTAL:	3,090.53
100409 02/02/2021 PRTD 2869 AT&T Invoice: 4639/011421	4639/011421	1997	D. (1)		4/2021		020221	51.76
111VOTCE: 4033/011421	51.76 701001	540520		lephor	·2/13/21 ie	_		
					CHEC	:K	100409 TOTAL:	51.76
100410 02/02/2021 PRTD 20424 AT&T (U-VERSE INTER Invoice: 8877/011721	N 8877/011721	2065	nc 1		7/2021	0 /21	020221	74.19
1.100/00. 0077/01721	74.19 751750	540520		elephor		18/21	2/17/21	
					CHEC	K	100410 TOTAL:	74.19
100411 02/02/2021 PRTD 21056 BATTERY SYSTEMS INC Invoice: 6313275	6313275	2006	ATTER		.4/2021		020221	166.53
	166.53 701325	551000			/Materi	al		
					CHEC	K	100411 TOTAL:	166.53
100412 02/02/2021 PRTD 18071 BLUE DIAMOND MATERI Invoice: 2099499	A 2099499	1962	44 7		1/2021	1/7	020221	248.40
2	248.40 101700	551000	5U	ipplies	C FINE Materi	al a		
					CHEC	K	100412 TOTAL:	248.40
100413 02/02/2021 PRTD 2487 CALABASAS CHAMBER 0 Invoice: 1921	F 1921	1998	A. A. C	01/0	9/2021	nine.	020221	1,500.00
	1,500.00 701230	660600	Co	ommunit	021 FUT y Group	Out	reach	



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME

TNVOTCE

DOCUMENT

CHECK NO CHK DATE TYPE	VENDOR NAME	INVOICE	DOCUMENT	INV DATE PO	CHECK RUN	NET
			INVOI	CE DTL DESC		-
				CHECK	100413 TOTAL:	1,500.00
100414 02/02/2021 PRTD	20655 CANNON CORPORATION	74997	1948	01/14/2021	020221	2,556.00
Invoice: 74997		1,278.00		2/31/20 TANK REHA	B-CORD/SDDL	,
		754440	565 .NON-LABOR 900000 C	apital Asset Expe	nses	
		1,278.00 E_CIP100	571 .NON-LABOR			
		301440	900000 c	apital Asset Expe	nses	
Invoice: 75183		75183	1951 P/E 1	01/20/2021 2/31/20-CALLGS/LV	020221 TNTRCNT	15,171.25
	1	.5,171.25 E CIP10	556 .NON-LABOR		2. Tricki	
		201440	900000 C	apital Asset Expe	nses	
Invoice: 74788		74788	2002 P/E 1	12/10/2020 1/30 INTRCNT DSGN	020221	3,743.25
		3,743.25	770 I SS6 .NON-LABOR	•		
		201440	900000 C	apital Asset Expe	nses	
Invoice: 74986		74986	2005	01/14/2021	020221	3,639.75
20002200		3,639.75 E CIP10		2/30/20 INTRCNT D	SGN	
				apital Asset Expe	nses	
				CHECK	100414 TOTAL:	25,110.25
100415 02/02/2021 PRTD Invoice: 2020-134	21604 CHRIS GATEWOOD INDU	s 2020-134	1816	01/01/2021	020221	69,669.86
111V01CE: 2020-134	6	9,669.86 751820	RPR R 551500 0	OTATE ASSEMBLY CE utside Services	NTRIFUGE 2	
				CHECK	100415 TOTAL:	69,669.86
100416 02/02/2021 PRTD Invoice: 588231	16821 CLEAN SWEEP SUPPLY	C 588231	2089	11/25/2020 221	00042 020221	1,466.42
111V01CE. 300231		1,466.42 701		TOWELS toreroom & Truck	Inventory	
				CHECK	100416 TOTAL:	1,466.42
100417 02/02/2021 PRTD	_18111 ELECSYS INTERNATION	A SIP-E127985	2000	12/28/2020	020221	310.00
Invoice: SIP-E12798	55	310.00 701224	DEC'2 541500 0	0 MTR DVC MAINT utside Services		1-3130



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME

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		INVOICE	E DTL DESC CHECK	100417 TOTAL:	310.00
100418 02/02/2021 PRTD 2654 FAMCON PIPE Invoice: S100041104.002	\$100041104.002 11,026.76 701	2092 METER 1 132000 Sto	11/30/2020 2210 PARTS preroom & Truck :		11,026.76
			CHECK	100418 TOTAL:	11,026.76
100419 02/02/2021 PRTD 6770 G.I. INDUSTRIES Invoice: 2974145-0283-3	2974145-0283-3 1,475.17 701002		01/19/2021 -1/15/21 SHOP BLI tside Services	020221 DG	1,475.17
			CHECK	100419 TOTAL:	1,475.17
100420 02/02/2021 PRTD 2705 HACH COMPANY Invoice: 12281122	12281122 599.47 701341	1963 LAB SUR 551000 Sup	01/13/2021 PPLIES oplies/Material	020221	599.47
			CHECK	100420 TOTAL:	599.47
100421 02/02/2021 PRTD 10102 INFOSEND INC. Invoice: 184077	184077 11,603.51 701221		12/31/2020 /31/20-BILL PMT tside Services	020221 MLNG	11,603.51
			CHECK	100421 TOTAL:	11,603.51
100422 02/02/2021 PRTD 3352 LAS VIRGENES MU Invoice: 0570/012021	NICIP 0570/012021 54.97 130100	2066 L/S #2 540540 wai	01/20/2021 12/10/20-01/14/2 ter	020221 21	54.97
Invoice: 1760/012021	1760/012021 511.77 751810	2067 TAPIA 1 540540 Wa1	01/20/2021 12/9/20-01/12/21 ter	020221	511.77
Invoice: 2090/012021	2090/012021 373.61 751820	2068 RLV 12, 540540 wai	01/20/2021 /9/20-01/12/21 ter	020221	373.61
Invoice: 2620/012021	2620/012021 336.03 751750	2069 HQ PWP/ 540540 Wa1	01/20/2021 /DEMO 12/9/20-01, ter	020221 /12/21	336.03
Invoice: 2647/012021	2647/012021 318.48 701001	2071 HQ BLDG 540540 Wat	01/20/2021 G #8 12/9/20-01/1 ter	020221 12/21	318.48
	2650/012021	2073	01/20/2021	020221	7.50



CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT	INV DATE	PO CHECK RUN	NET
			E DTL DESC		
Invoice: 2650/012021	7.50 701001	FIRE F 540540 Wa	PRTCN #8 12/9/2 ater	20-01/12/21	
Invoice: 2654/012021	2654/012021	2075 FIRE F	01/20/2021 PRTCN #7 12/9/2	020221 20-01/12/21	7.50
	7.50 701002	540540 wa	ater	.0 01, 11, 11	
Invoice: 2656/012120	2656/012120	2076 BLDG #	01/20/2021 #7 12/9/20-01/1	020221	821.04
	821.04 701002	540540 wa	ater		
Invoice: 2658/012021	2658/012021	2077	01/20/2021 #2 12/9/20-01/1	020221	360.15
	360.15 701002	540540 Wa	ter ater	.2/21	
Invoice: 1775/012021	1775/012021	2078		020221	54.97
111VOTCE: 1773/012021	54.97 130100	L/S #1 540540 Wa	L 12/10/20-01/1 ater	.4/21	
T-1/ 2170 (012021	2120/012021	2079	01/20/2021	020221	135.43
Invoice: 2120/012021	135.43 751820	3857 L 540540 Wa	.AS VIRGENES RD iter	12/9/20-1/12/21	
			CHECK	100422 TOTAL:	2,981.45
100423 02/02/2021 PRTD 3514 LOS ANGELES COUNTY, Invoice: T5313850/MND	T5313850/MND	2027	01/05/2021	020221	2,555.25
	,555.25		VIN LAKES STORA	GE IAN	
	E T53138 701	350 .WSDR . 231501 Wt	r System Desig	n Rpt	
			CHECK	100423 TOTAL:	2,555.25
100424 02/02/2021 PRTD 21574 METERSYS	INV-000544	1965	01/04/2021	020221	16,506.25
Invoice: INV-000544	5,506,25	PROJEC	T MGMT AMR/AMI	•	,
10	É CIP10€	560 .NON-LABOR .			
	301440	900000 Ca	pital Asset Ex	penses	
			CHECK	100424 TOTAL:	16,506.25
100425 02/02/2021 PRTD 16754 NATURAL SURROUNDINGS	7596	1961	01/01/2021	020221	235.00
Invoice: 7596	235.00 701001		L FLORAL MAINT Itside Services		222.30
			CHECK	100425 TOTAL:	235.00



CASH ACCOUNT: 999 CHECK NO CHK DATE	100100 TYPE VENDOR NAME	Cash-General	INVOICE	DOCUMENT	INV DATE	PO	CHECK RUN	NET

CHECK NO CHK DATE TYPE	VENDOR NAME	INVOICE	DOCUMENT	INV DATE PO	CHECK RUN	NET
			INVOIC	E DTL DESC		
100426 02/02/2021 PRTD Invoice: 140-oEC'20	20728 OLIVAREZ MADRUGA LE	7,718.00 701121 17,098.70 701430 282.57 701122	650000 Le 650000 Le	12/31/2020 SERVICE - OEC'20 ggal Services ggal Services itside Services	020221	25,099.27
				CHECK	100426 TOTAL:	25,099.27
100427 02/02/2021 PRTD Invoice: 146821	20860 PAYLESS SMOG CENTER	79.70 701325	1986 SMOG T 551500 OU	11/24/2020 ESTED #877 YEAR Itside Services	020221 2020	79.70
Invoice: 146825		146825 67.95 701325	1987 SMOG T 551500 OU	11/25/2020 ESTED #325 YEAR Itside Services	020221 2020	67.95
Invoice: 146975		146975 79.70 701325	1988 SMOG T 551500 OU	12/10/2020 ESTED #894 YEAR Itside Services	020221 2020	79.70
Invoice: 146980		146980 87.95 701325	1989 SMOG T 551500 OU	12/10/2020 ESTED #870 YEAR Itside Services	020221 2020	87.95
Invoice: 147072		147072 57.95 701325	1990 SMOG T 551500 OU	12/22/2020 ESTED #872 YEAR Itside Services	020221 2020	57.95
Invoice: 147083		147083 87.95 701325	1991 SMOG T 551500 OU	12/23/2020 ESTED #815 YEAR Itside Services	020221 2020	87.95
Invoice: 147283		147283 77.95 701325		01/11/2021 ESTED #868 YEAR Itside Services	020221 2020	77.95
				CHECK	100427 TOTAL:	539.15
100428 02/02/2021 PRTO Invoice: V162974-1	6766 SAWYER PETROLEUM	V162974-1 1,217.88 701325 853.23 751820 219.21 751830	551010 Fu 541010 Fu	01/07/2021 GAL DIESEL lel lel lel	020221	2,290.32
				CHECK	100428 TOTAL:	2,290.32



CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT	INV DATE PO	CHECK RUN	NET
		INVO	ICE DTL DESC		
100429 02/02/2021 PRTD 20898 SDI PRESENCE LLC Invoice: 5842	5842 3,062.50	2003 P/E :	12/31/2020 12/31 ERP CONSLT	020221	3,062.50
		563 .NON-LABOR 900000 0	Capital Asset Exper	ises	
			CHECK	100429 TOTAL:	3,062.50
100430 02/02/2021 PRTD 21137 TESLA, INC. Invoice: 18756305	18756305 3,186.59 751127 3,186.59 751128	540510 E	01/02/2021 /S-DEC'20 SOLAR 606 Energy Energy	020Z21 97 кwн	6,373.18
	,		CHECK	100430 TOTAL:	6,373.18
100431 02/02/2021 PRTD 19681 THE PUN GROUP, LLF Invoice: 112827	2 112827 12,200.00 701410		12/31/2020 RESS#3-AUDIT LV 19/ Audit Fees	020221 '20	12,200.00
			CHECK	100431 TOTAL:	12,200.00
100432 02/02/2021 PRTD 20971 THOUSAND OAKS PLUM Invoice: 29492927	иві 29492927 160.00 751810	1992 CLEAR 551500 C	12/09/2020 R DRAIN-SINK AT TAP Dutside Services	020221 PIA	160.00
			CHECK	100432 TOTAL:	160.00
100433 02/02/2021 PRTD 17645 TORO ENTERPRISES 1 Invoice: 14246	INC 14246 18,272.50 101700		01/12/2021 LAKES VALVE REPLCM Outside Services	020221 NT	18,272.50
			CHECK	100433 TOTAL:	18,272.50
100434 02/02/2021 PRTD 20880 TPX COMMUNICATIONS Invoice: 139096548-0	2,132.35 701001 200.00 101104 182.87 101107 166.87 130100 200.00 101110 1,112.00 101600 1,168.90 751820 200.00 130100 951.00 751810	540520 1 540520 1 540520 1 540520 1 540520 1 540520 1 540520 1	01/16/2021 1/16-2/15/21 Telephone	020221	6,313.99



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME

TNVOTCE

COCUMENT

CHECK NO CHR DATE TYPE V	'ENDOR NAME	INVOICE	DOCUMENT	INV DATE PO	CHECK RUN	NET
			INVOIC	E DTL DESC		
				CHECK	100434 TOTAL:	6,313.99
100435 02/02/2021 PRTD Invoice: 189138852-0	2325 UNITED RENTALS 101	, INC 189138852-001 7,223.68 101100		01/08/2021 221 -SADDLE PEAK REP pplies/Material	.00018 020221 HAB	7,223.68
				CHECK	100435 TOTAL:	7,223.68
100436 02/02/2021 PRTD Invoice: 103320	20935 US METRO GROUP	6,125.11 701001 2,645.89 701002 992.00 751820 1,476.27 751810 202.46 101600	551500 Ou 551500 Ou 551800 Bu 551800 Bu	12/31/2020 RIAL SRV-DEC'20 tside Services tside Services ilding Maintenar ilding Maintenar ilding Maintenar	ice	11,441.73
Invoice: 103321		103321 2,112.00 701001 704.00 701002 2,112.00 751810 704.00 751820	551500 Ou 551500 Ou 551800 Bu	12/31/2020 ECT SRV-DEC'20 tside Services tside Services ilding Maintenan ilding Maintenan	020221 ice ice	5,632.00
				CHECK	100436 TOTAL:	17,073.73
100437 02/02/2021 PRTD Invoice: 063645	3047 WESCO DISTRIBU	FION, 063645 652.41 701002		01/07/2021 SWITCH pplies/Material	020221	652.41
Invoice: 064645		064645 193.82 701002	2008 FUSES 551000 Su	01/12/2021 pplies/Material	020221	193.82
				CHECK	100437 TOTAL:	846.23
100438 02/02/2021 PRTD Invoice: 0056455-IN	6248 ZENNER PERFORM		2090 METERS	11/30/2020 221	.00041 020221	3,248.19
		3,248.19 701		oreroom & Truck	Inventory	
				СНЕСК	100438 TOTAL:	3,248.19

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NUMBER OF CHECKS 32

*** CASH ACCOUNT TOTAL ***

251,545.45

TOTAL PRINTED CHECKS

COUNT AMOUNT 32 251,545.45

*** GRAND TOTAL ***

251,545.45



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE PO CHECK RUN	NET
100439 02/09/2021 PRTD 19269 ACC BUSINESS		INVOICE DTL DESC	
Invoice: 210152904	210152904	2055 01/27/2021 020921 INTERNET 12/11/20-1/10/21	898.50
	898.50 701420	540520 Telephone	
		CHECK 100439 TOTAL:	898.50
100440 02/09/2021 PRTD 2317 ACORN NEWSPAPER Invoice: 163077	163077	2028 01/14/2021 020921	815.00
invoice: 1650//	815.00	DISPLAY ADS LV-CALLEGUES PROJECT 1/14/21	013.00
		56 NON-LABOR 900000 Capital Asset Expenses	
Invoice: 163078	163078	2029 01/14/2021 020921	815.00
1	815.00 751840	DISPLAY ADS BULK COMPOST AVAIL 1/14/21 660400 Public Education Programs	
н	163076	2020 01/14/2024	1,088.00
Invoice: 163076	1,088.00 701230	DISPLAY ADS PUBLIC MEETING RATE STUDY 660400 Public Education Programs	1,000.00
	162217		
Invoice: 162217		ADS LV-CALLEGUAS PROJ 12/24/20	815.00
	815.00 101900	660400 Public Education Programs	
Invoice: 162218	162218	2117 12/24/2020 020921 ADS BULK COMPOST AVAIL 12/24/20	815.00
	815.00 751840	660400 Public Education Programs	
Invoice: 162356	162356	2118 12/31/2020 020921	1,088.00
	1,088.00 701230	ADS PUBLIC MEETING RATES 12/31/20 660400 Public Education Programs	
	162357	2119 12/31/2020 020921	815.00
Invoice: 162357	815.00 751840	ADS BULK COMPOST AVAIL 12/31/20 660400 Public Education Programs	00,00
	162358		
Invoice: 162358	-	2120 12/31/2020 020921 ADS LV-CALLEGUES PROJ 12/31/20	815.00
	815.00 101900	660400 Public Education Programs	
Invoice: 163283	163283	2122 01/21/2021 020921 ADS LV-CALLEGUES PROJ 1/21/21	815.00
	815.00 101900	660400 Public Education Programs	
Invoice: 163284	163284	2123 01/21/2021 020921	815.00
1000100. 100204	815.00 751840	ADS BULK COMPOST AVAIL 1/21/21 660400 Public Education Programs	
753202	163282	2125 01/21/2021 020921	1,088.00
Invoice: 163282	1,088.00 701230	ADS PUBLIC MEETING RATES 1/21/21 660400 Public Education Programs	_,



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE	PO CHECK RUN	NET
		INVOICE DTL DESC		
Invoice: 162787	162787	2138 01/07/2021	020921	815.00
1110166. 102707	815.00 101900	ADS LV-CALLEGUES PR 660400 Public Education	0J 1/7/21 n Programs	
Invoice: 162785	162785	2140 01/07/2021	_020921	1,088.00
	1,088.00 701230	ADS PUBLIC MEETING Public Education	RATES 1/7/21 n Programs	
Invoice: 162786	162786	2141 01/07/2021	020921	815.00
	815.00 751840	ADS BULK COMPOST AV 660400 Public Education	n Programs	
		CHEC	K 100440 TOTAL:	12,502.00
100441 02/09/2021 PRTD 2869 AT&T Invoice: 7426/012321	7426/012321	2134 01/23/2021	020921	51.91
11140100. 74207012321	51.91 101103	SRV 01/23/21-2/22/2 540520 Telephone	1	
Invoice: 2430/012321	2430/012321	2136 01/23/2021	020921	53.53
	53.53 101114	SRV 01/23/21-02/22/ 540520 Telephone	21	
Invoice: 2150/012321	2150/012321	2137 01/20/2021 SRV 01/20/21-02/19/	020921	51.86
	51.86 101106	540520 Telephone	21	
		СНЕС	K 100441 TOTAL:	157.30
100442 02/09/2021 PRTD 2964 CALIFORNIA DEPT OF Invoice: 97-817885/QE123120 .	T 97-817885/QE123 58.71 101 2,476.25 751 1,375.13 751 -1.09 701	120 2247 12/31/2020 SALES/USE TAX BAL-Q 206000 USE TAX Liabili 200600 Accrued USE TAX 206000 USE TAX Liabili 200600 Accrued USE TAX	ty	3,909.00
		CHEC	K 100442 TOTAL:	3,909.00
100443 02/09/2021 PRTD 18739 CALIFORNIA HAZARDO Invoice: 66871	us 66871 105.00 701325	2048 01/13/2021 JAN'21 SITE VISIT 551500 Outside Service	020921 s	105.00
		CHEC	K 100443 TOTAL:	105.00
100444 02/09/2021 PRTD 18992 CDW GOVERNMENT Invoice: 6807097	6807097 878.91 701420	2020 01/19/2021 APPLE IPAD PRO 543000 Capital Outlay	020921	878.91



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CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	INVOICE	DOCUMENT		CHECK RUN	NET
			INVC	OICE DTL DESC CHECK	100444 TOTAL:	878.91
100445 02/09/2021 PRTD 2541 Invoice: 20/21-037	CITY OF WESTLAKE VIL	20/21-037 195.00 101700	2091 PRMT 552000	01/27/2021 - 20/21-037 FOR 3214 Permits and Fees	020921 8 SAILVIEW LN	195.00
				CHECK	100445 TOTAL:	195.00
100446 02/09/2021 PRTD 19270 Invoice: 58742		58742 ,043.65 101300		02/01/2021 RO PEAK RENT 2/1/21 SCADA Services	020921	1,043.65
				CHECK	100446 TOTAL:	1,043.65
100447 02/09/2021 PRTD 4586 Invoice: 9009-419742	CONSOLIDATED ELECTRI	9009-419742 678.35 101200	2049 ELEC 551000	01/26/2021 TRICAL SUPPLIES Supplies/Material	020921	678.35
Invoice: 9009-419582		9009-419582 457.12 751820		01/15/2021 IMITY SWITCHES Supplies/Material	020921	457.12
Invoice: 9009-419421		9009-419421 798.59 101100	2094 ANCH 551000	01/14/2021 ORS,WASHERS,WIRE Supplies/Material	020921	798.59
Invoice: 9009-419319		9009-419319 207.54 101200		01/13/2021 UIT,CAPS,WIRE Supplies/Material	020921	207.54
				CHECK	100447 TOTAL:	2,141.60
100448 02/09/2021 PRTD 2638 Invoice: 957516	ENVIRONMENTAL RESOUR 2,	957516 ,587.51 701341	2018 LAB 551000	01/11/2021 STANDARDS Supplies/Material	020921	2,587.51
				CHECK	100448 TOTAL:	2,587.51
100449 02/09/2021 PRTD 18743 Invoice: L0549459		L0549459 ,150.00 751750		01/08/2021 SSAY-PWP Other Laboratory Ser	020921 ~v	7,150.00
Invoice: L0549796		L0549796 395.00 751750	2011 PWP 571520	01/12/2021 WEEKLY SAMPLES 12/8/ Other Laboratory Ser	020921 '20 'V	5,395.00
		L0549797	2012	01/12/2021	020921	530.00

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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME INVOICE DOCUMENT INV DATE PO CHECK RUN NET INVOICE DTL DESC Invoice: L0549797 PWP WEEKLY SAMPLES 12/15/20 530.00 751750 571520 Other Laboratory Serv CHECK 100449 TOTAL: 13,075.00 100450 02/09/2021 PRTD 2658 FEDERAL EXPRESS CORP 7-253-22273 2151 01/22/2021 020921 Invoice: 7-253-22273 102.49 1 PCKG DEL - 1/31/21 102.49 751820 571520 Other Laboratory Serv 7-260-21974 2171 01/29/2021 020921 Invoice: 7-260-21974 9.50 1 PCKG DEL - 1/21/21 9.50 701410 620000 Forms, Supplies And Postage CHECK 100450 TOTAL: 111.99 100451 02/09/2021 PRTD 21055 FIRESTONE COMPLETE A 196462 2045 01/13/2021 020921 973.55 Invoice: 196462 (4) TIRES/ALIGN VEH #907 973.55 701325 551500 Outside Services CHECK 100451 TOTAL: 973.55 100452 02/09/2021 PRTD 6770 G.I. INDUSTRIES 2974150-0283-3 2104 01/19/2021 020921 373.18 Invoice: 2974150-0283-3 1/1/21-1/15/21 25 YD @RLV 373.18 751820 551800 Building Maintenance CHECK 100452 TOTAL: 373.18 100453 02/09/2021 PRTD 2701 GRAINGER 9762820349 2050 01/05/2021 020921 9.73 Invoice: 9762820349 HEX BUSHINGS 9.73 101100 551000 Supplies/Material 9762922566 01/05/2021 2051 020921 Invoice: 9762922566 25.40 CHECK VALVE 25.40 101100 551000 Supplies/Material 9770723907 2052 01/12/2021 020921 45.18 Invoice: 9770723907 SOAP DISPENSER 45.18 751820 551000 Supplies/Material CHECK 100453 TOTAL: 80.31 100454 02/09/2021 PRTD 2705 HACH COMPANY 12282788 2061 01/14/2021 020921 Invoice: 12282788 233.23 CALIBRATION KIT

233.23 701341

551000

Supplies/Material



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE PO CHECK RUN INVOICE DTL DESC	NET
			33.23
100455 02/09/2021 PRTD	1,718.75	P/E 12/31/20 EMGCY GENERATORS	18.75
	E CIP10 301440	0672 .NON-LABOR . 900000 Capital Asset Expenses	
Invoice: 200664	200664 357.50	2017 01/12/2021 020921 3 P/E 12/31/20 TWIN LAKES P/S	57.50
	E CIP10- 201440	0430 .NON-LABOR . 900000 Capital Asset Expenses	
		CHECK 100455 TOTAL: 2,0	76.25
100456 02/09/2021 PRTD 2D856 INTERNATIONAL PRINT INVOICE: 22503	I 22503	2085 01/15/2021 020921 20	62.80
	262.80 701221	620000 Forms, Supplies And Postage	
Invoice: 22504	22504 777.45 701350	LETTERS- INTERCONNECT CONST	77.45
	777.45 701330	The state of the s	
		CHECK 100456 TOTAL: 1,04	40.25
100457 02/09/2021 PRTD 21197 JACOBS ENGINEERING Invoice: W9Y23500-020	G W9Y23500-020 5,779.09 701122	2058 01/22/2021 020921 15,77 P/E 1/1-PH2 WT PAPER STDY 651600 Other Professional Serv	79.09
		CHECK 100457 TOTAL: 15,77	79.09
100458 02/09/2021 PRTD 30034 JAMF SOFTWARE, LLC Invoice: INV178573	INV178573 2,000.00 701420	2035 01/22/2021 020921 2,00 JAMF PRO IOS 50 LICENSE 621500 Equip Maintenance	00.00
		CHECK 100458 TOTAL: 2,00	00.00
100459 02/09/2021 PRTD 2611 LA DWP Invoice: 851260/012821	851260/012821 42.96 101700	2128 01/28/2021 020921 2 RECTIFIER 12/30/20-01/27/21 540510 Energy	42.96
		CHECK 100459 TOTAL:	42.96

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CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR NAME	Cash-General I	INVOICE	DO	CUMENT	INV DATE	РО	CHECK RUN	NET
				INVOICE	DTL DESC			
100460 02/09/2021 PRTD 21463 LOREN Invoice: 05908	BRUGGER WELDIN 0	05908 625.00 101700	21: 551500	REPLACE	12/21/2020 150 FLANGE / ide Service:	AT 53∙ s	020921 40 LAS VIRGENES RD	625.00
					CHEC	K :	100460 TOTAL:	625.00
100461 02/09/2021 PRTD 30040 AMY & Invoice: CLAIM/30047MH		CLAIM/30047MH 30.72 101900	210 714500	CLAIM SE	02/04/2021 TTLEMENT-300 ms Paid	047 MI	020921 HLND HWY	4,730.72
					CHEC	< :	100461 TOTAL:	4,730.72
100462 02/09/2021 PRTD 2814 MCMAS Invoice: 51843565	TER-CARR SUPPLY 5	1843565 79.73 751810	203 551000	TAPIA MA	01/20/2021 IN SUPPLIES lies/Materia	al	020921	79.73
Invoice: 51852405		1852405 15.63 751820	203 551000	(4) BALL	01/20/2021 VALVES lies/Materia	aĵ	020921	115.63
					CHECH	(]	100462 TOTAL:	195.36
100463 02/09/2021 PRTD 5736 MISCO Invoice: 155445W		5544sw 39.83 751810	210 541000	(2) AMMO	01/08/2021 NIA TUBES lies/Materia	al	020921	239.83
					CHECK	(1	L00463 TOTAL:	239.83
100464 02/09/2021 PRTD 2302 OFFICE Invoice: 143111966002	E DEPOT 1	43111966002	205	PENCIL L	01/05/2021 EADS		020921	2.35
		2.35 701410	620000	Form	s, Supplies	And F	Postage	
Invoice: 147050187001		47050187001	205	PAPER, PL	01/14/2021 ANNER,STAMP		020921	467.61
	40	67.61 701410	620000	Form	s, Supplies	And F	Postage	
					CHECK	. 1	.00464 TOTAL:	469.96
100465 02/09/2021 PRTD 16372 OLIN (Invoice: 2925336		925336 28.59 751810	204 541014	4,844 GA	01/19/2021 L HYPOCHLORI Jm Hypochlor	TE ite	020921	4,228.59
Invoice: 2927849		927849 12.40 751810	204 541014	4,940 GAI	01/26/2021 - HYPOCHLORI IM Hypochlor	TE ite	020921	4,312.40



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CASH ACCOUNT: 999 100100 Cash-General CHECK ND CHK DATE TYPE VENDOR NAME	INVDICE	DOCUMENT INV DATE PO	CHECK RUN	NET
		INVOICE DTL DESC		
Invoice: 2928654	2928654	2096 01/01/2021 4,740 GAL HYPOCHLORITE	020921	3,992.62
	3,992.62 751810	541014 Sodium Hypochlorite		
		CHECK 10	00465 TOTAL:	12,533.61
100466 02/09/2021 PRTD 21594 RECYCLED WOOD PRO Invoice: 204206	DUC 204206	2036 01/14/2021	020921	1,545.70
111V01CE. 204206	1,545.70 751820	130 YDS WOODCHIPS 541080 Amendment		_,0.5.00
Invoice: 204263	204263	2037 01/15/2021	020921	1,545.70
11140100. 204203	1,545.70 751820	130 YDS WOODCHIPS 541080 Amendment		·
Invoice: 204421	204421	2038 01/19/2021	020921	1,545.70
2117017667 201121	1,545.70 751820	130 YDS WOODCHIPS 541080 Amendment		
Invoice: 204466	204466	2039 01/20/2021	020921	1,545.70
	1,545.70 751820	130 YDS WOODCHIPS 541080 Amendment		
Invoice: 204503	204503	2040 01/21/2021	020921	1,545.70
	1,545.70 751820	130 YDS WOODCHIPS 541080 Amendment		
Invoice: 204547	204547	2041 01/22/2021 130 YDS WOODCHIPS	020921	1,545.70
	1,545.70 751820	541080 Amendment		
Invoice: 204648	204648	2042 01/25/2021 260 YDS WOODCHIPS	020921	3,091.40
	3,091.40 751820	541080 Amendment		
Invoice: 204687	204687	2043 01/26/2021 130 YDS WOODCHIPS	020921	1,545.70
	1,545.70 751820	541080 Amendment		
Invoice: 204731	204731	2044 01/27/2021 130 YDS WOODCHIPS	020921	1,545.70
	1,545.70 751820	541080 Amendment		
		CHECK 10	00466 TOTAL:	15,457.00
100467 02/09/2021 PRTD 17326 RINCON CONSULTANT Invoice: 27705	s, 27705	2013 01/20/2021	020921	3,828.00
111vo.ce. 27703	3,828.00 751700	ANNUAL TREE MONITORING 20- 551500 Outside Services	-21	- • -
Invoice: 26635	26635	2014 12/09/2020 P/E 11/30/20-TAPIA OUTFALL	020921 REHAB	5,700.00

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CASH ACCOUNT: 999 100100 Cash-General
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE DOCUMENT INV DATE PO CHECK RUN NET

CHECK NO CHR DATE TYPE VENDOR NAME	INVOICE	DOCUMENT	INV DATE P	O CHECK RUN	NET
	5,700.00	INVOICE D	TL DESC		
	E CIP107 754440	745 .NON-LABOR . 900000 Capit	al Asset Exp	énses	
Invoice: 27433	27433 2,140.00	2015 0 P/E 12/31	1/13/2021 ./20-TAPIA OU	020921 TFALL REHAB	2,140.00
		745 .NON-LABOR . 900000 Capit	al Asset Exp	enses	
			CHECK	100467 TOTAL:	11,668.00
100468 02/09/2021 PRTD 18973 SC FUELS Invoice: 1791740-IN	1791740-IN	2024 0 55 GAL GS	1/13/2021 T OIL ISO 68	020921	1,101.81
	1,101.81 751810	551000 Suppl	ies/Material		
			CHECK	100468 TOTAL:	1,101.81
100469 02/09/2021 PRTD 19169 SJM INDUSTRIAL RADI Invoice: 252566	0 252566	2023 0	1/11/2021	020921	2,540.94
	2,540.94 701326	622500 Radio	Maintenance	ARNER TANK & CORDEN: Expense	SE TANK
			CHECK	100469 TOTAL:	2,540.94
100470 02/09/2021 PRTD 2949 SNAP ON TOOLS Invoice: 01062179199	01062179199	2121 0	1/06/2021	020921	63.98
	63.98 701325	551000 (1) 1/4 1 Suppi	n. RATCHET B ies/Material	IT DRV LOCKING	
			CHECK	100470 TOTAL:	63.98
100471 02/09/2021 PRTD 30020 SOUTHERN CA EDISON Invoice: 2869-020321-1	2869-020321-1		2/03/2021	020921	481.41
	481.41 101112	540510 Energy	E 12/15-01/1 y	3/21	
Invoice: 2869-020321-2	2869-020321-2	2187 0	2/03/2021 12/31-02/01	020921	12.70
	12.70 101700	540510 Energ	т2/31 - 02/01, У	/21	
Invoice: 2869-020321-3	2869-020321-3		2/03/2021 ANK 12/31-02	020921	16.37
	16.37 101211	540510 Energy		/01/21	
Invoice: 2869-020321-4	2869-020321-4	2189 0: BOX CYN 1	2/03/2021 2/31-02/01/2	020921	14.26
	14.26 101100	540510 Energy	y y	.	
Invoice: 2869-020321-5	2869-020321-5	2190 0: L/S #2 12,	2/03/2021 /17-01/19/21	020921	5,015.30

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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT	INV DATE	PO CHECK	RUN NET
	5,015.30 130100		E DTL DESC		
	2869-020321-6	2191	ergy	00000	
Invoice: 2869-020321-6	4,232.17 101102	WARNER	02/03/2021 12/31-02/01/2 ergy	020921	4,232.17
Tarini 2000 020224 B	2869-020321-7	2192	02/03/2021	020921	1,693.73
Invoice: 2869-020321-7	1,693.73 101110	CORNELI 540510 Ene	L 12/31-02/01/ ergy	21	1,033.73
Invoice: 2869-020321-8	2869-020321-8	2193	02/03/2021	020921	3.65
TUADICE: 5903-05035T-8	3.65 751800		PLANT 11/13-12 ergy	/15/20	3.03
Invoice: 2869-020321-9	2869-020321-9	2194	02/03/2021	020921	2,011.50
	2,011.50 751800	WSTLK F 540510 Ene	PLANT 12/15-01 ergy	/14/21	
Invoice: 2869-020321-10	2869-020321-10	2195	02/03/2021	020921	13,81
10,66. 2005-020521-10	13.81 751800		SYPHON 12/17- ergy	01/19/21	
Invoice: 2869-020321-11	2869-020321-11	2196	02/03/2021	020921	191.38
2000 00001 11	191.38 101109		s 12/31-02/01/ ergy	21	
Invoice: 2869-020321-12	2869-020321-12	2197	02/03/2021	020921	3,930.01
	3,930.01 101104		RD P/S 12/10-0 ergy	1/11/21	
Invoice: 2869-020321-13	2869-020321-13	2198	02/03/2021	020921	15.36
	15.36 101110		VALVE 12/31-02 ≥rgy	/01/21	
Invoice: 2869-020321-14	2869-020321-14	2199	02/03/2021	020921	579.19
	579.19 101116	540510 Ene	NGS P/S 12/15- ergy	01/14/21	
Invoice: 2869-020321-15	2869-020321-15	2200	02/03/2021	020921	962.20
2005 020322 25	962.20 101114	540510 Ene	_Y P/S 12/23-0 ⊇rgy	1/25/21	
Invoice: 2869-020321-16	2869-020321-16	2201	02/03/2021	020921	6,142.58
	6,142.58 751830	540510 Ene	RM 12/18-01/20 ≧rgy	/21	
Invoice: 2869-020321-17	2869-020321-17	2202	02/03/2021	020921	65.51
<u></u>	65.51 751810	678800 Dis	/N P/S1 12/31- strict Sprayfi	e]q n2/01/21	
Invoice: 2869-020321-18	2869-020321-18	2203 DARDENN	02/03/2021 NE P/S 12/21-0	020921 1/23/21	864.66



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE PO CHECK RUN NET
	864.66 101115	INVOICE DTL DESC 540510 Energy
Trucian, 2800 020224 40	2869-020321-19	2204 02/03/2021 020921 2,672.78
Invoice: 2869-020321-19	2,672.78 101118	MULWOOD P/S 12/18-01/20/21 540510 Energy
Invoice: 2869-020321-20	2869-020321-20	2205 02/03/2021 020921 17.42
1110166. 2003-020321-20	17.42 101209	EQUESTRIAN 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-21	2869-020321-21	2206 02/03/2021 020921 18.24
M. W. Co. 1003 020321 21	18.24 101212	MORRISON TNK 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-22	2869-020321-22	2207 02/03/2021 020921 557.24
	557.24 101105	AGOURA P/S 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-23	2869-020321-23	2208 02/03/2021 020921 15.79
	15.79 101100	WSTLK P/R STN 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-24	2869-020321-24	2209 02/03/2021 020921 1,509.60
	1,509.60 101107	LV-2 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-25	2869-02 0321-2 5	2210 02/03/2021 020921 1,640.59 BLDG 7 12/22-01/23/21
	1,640.59 701002	540510 Energy
Invoice: 2869-020321-26	2869-020321-26	2211 02/03/2021 020921 5,129.98 L/S #1 12/21-01/22/21
	5,129.98 130100	540510 Energy
Invoice: 2869-020321-27	2869-020321-27	2212 02/03/2021 020921 10,576.83 SEMINOLE P/S 12/17-01/19/21
	10,576.83 101103	540510 Energy
Invoice: 2869-020321-28	2869-020321-28	2213 02/03/2021 020921 3.65 SEMINOLE P/S 11/17-12/17/20
	3.65 101103	540510 Energy
Invoice: 2869-020321-29	2869-020321-29	2214 02/03/2021 020921 5,465.84 JED SMITH P/S 12/21-01/22/21
	5,465.84 101108	540510 Energy
Invoice: 2869-020321-30	2869-020321-30	2215 02/03/2021 020921 84.08 WELLS 12/16-01/15/21
	84.08 751224	540510 Energy
Invoice: 2869-020321-31	2869-020321-31	2216 02/03/2021 020921 438.76 OAKRIDGE P/S 12/18-01/20/21



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE PO CHECK RUN NET	-	
	438.76 101119	INVOICE DTL DESC		
		540510 Energy		
Invoice: 2869-020321-32	2869-020321-32	2217 02/03/2021 020921 14.94 RLV-CNTRL BLDG 12/23-01/25/21		
	14.94 751820	540510 Energy		
Invoice: 2869-020321-33	2869-020321-33	2218 02/03/2021 020921 27.87	,	
	27.87 701326	RADIO EQPMNT 12/31-02/01/21 622500 Radio Maintenance Expense		
Invoice: 2869-020321-34	2869-020321-34	2219 02/03/2021 020921 720.30		
11101Ce. 2009-020321-34	720.30 701001	HVAC BLDG 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-35	2869-020321-35	2220 02/03/2021 020921 1,287.78		
11101CE. 2005-020321-33	1,287.78 701001	HQ CHILLER 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-36	2869-020321-36	2221 02/03/2021 020921 3,559.21		
1.1.0.166. 2003-020321-30	3,559.21 701001	MAIN MTR BSMT 12/17-01/19/21 540510 Energy		
Invoice: 2869-020321-37	2869-020321-37	2222 02/03/2021 020921 12.70		
11101CE. 2009-020321-37	12.70 101700	RECTIFIER 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-38	2869-020321-38	2223 02/03/2021 020921 17.08		
1110100. 2003-020321-38	17.08 751810	005 DISCHG 12/31-02/01/21 678900 005 Discharge		
Invoice: 2869-020321-39	2869-020321-39	2224 02/03/2021 020921 17.76		
11107.00. 2005 020521-55	17.76 101100	MULWOOD P/R ST 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-40	2869-020321-40	2225 02/03/2021 020921 89.40		
1001CE: 2009-020321-40	89.40 751125	MORRISON P/S 12/31-02/01/21 540510 Energy	05.40	
Invoice: 2869-020321-41	2869-020321-41	2226 02/03/2021 020921 20.25		
1110166. 2003-020321-41	20.25 101220	UPR TWIN LK TNK 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-42	2869-020321-42	2227 02/03/2021 020921 671.00		
1	671.00 101122	UPR TWIN LK P/S 12/31-02/01/21 540510 Energy		
Invoice: 2869-020321-43	2869-020321-43	2228 02/03/2021 020921 8.05		
1.1701CC. 2003-020321-43	8.05 101221	UPR OAK TANK 12/19-01/21/21 540510 Energy		
Invoice: 2869-020321-44	2869-020321-44	2229 02/03/2021 020921 8.04 PKWY CLBS RW 12/19-01/21/21		



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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	DOCUMENT INV DATE PO CHECK RUN NET
	9 04 103100	INVOICE DTL DESC
	8.04 102100	540510 Energy
Invoice: 2869-020321-45	2869-020321-45	2230 02/03/2021 020921 548.10
	548.10 102100	PKWY CLBS TNK 12/19-01/21/21 540510 Energy
Invoice: 2869-020321-46	2869-020321-46	2231 02/03/2021 020921 28.25
	28.25 101222	LWR OAKS TNK 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-47	2869-020321-47	2232 02/03/2021 020921 419.03
	419.03 101121	RANCHVIEW BST 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-48	2869-020321-48	2233 02/03/2021 020921 1,899.70
333 32321 10	1,899.70 751810	TAPIA FAC CHRG 01/01-02/01/21 540510 Energy
Invoice: 2869-020321-49	2869-020321-49	2234 02/03/2021 020921 1,479.28
1.1101.66. 2005-020321-45	1,479.28 101123	LWR OAKS BSTR 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-50	2869-020321-50	2235 02/03/2021 020921 762.05
2	762.05 101124	UPR OAKS BSTR 12/31-02/01/21 540510 Energy
Invoice: 2869-020321-51	2869-020321-51	2236 02/03/2021 020921 985.37
,	985.37 701001	INV 2869-020301 LATE PYMT CHARGE 540510 Energy
		CHECK 100471 TOTAL: 66,952.75
100472 02/09/2021 PRTD 2957 SOUTHERN CALIFORNI	A 4332/012821	2087 01/28/2021 020921 1,141.78
Invoice: 4332/012821	1,141.78 751750	BLDG 1 HM-PWP 12/23-01/25/21 6382KH 540510 Energy
		CHECK 100472 TOTAL: 1,141.78
100473 02/09/2021 PRTD 2957 SOUTHERN CALIFORNI Invoice: 3805/012821	A 3805/012821	2088 01/28/2021 020921 14.83
111V01CE: 3803/012821	14.83 751750	BLDG 1 EV-PWP 12/23-01/25/21 540510 Energy
		CHECK 100473 TOTAL: 14.83
100474 02/09/2021 PRTD 2957 SOUTHERN CALIFORNI Invoice: 4500-42/020221	A 4500-42/020221 14,873.19 751127 14,873.18 751128	2167 02/02/2021 020921 29,746.37 RW P/S-12/31/20-2/1/21 NEM 143,927KH 540510 Energy 540510 Energy



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CASH ACCOUNT: 999 100100 Cash-General
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		INVOICE	DTL DESC		
			CHECK	100474 TOTAL:	29,746.37
100475 02/09/2021 PRTD 2957 SOUTHERN CALIFO Invoice: 5165-46/012821	RNIA 5165-46/012821	2168	01/28/2021	020921	31,696.91
10,01011	31,696.91 751820	RLV CON 540510 Ene	POST PLANT 12/23 rgy	3/20-1/25/21	,
			CHECK	100475 TOTAL:	31,696.91
100476 02/09/2021 PRTD 2958 SOUTHERN CALIFOR Invoice: 8400/012521	RNIA 8400/012521	2019	01/25/2021	020921	15.29
,	15.29 101101	540530 Gas	12/21/20-1/21/2	21	
			CHECK	100476 TOTAL:	15.29
100477 02/09/2021 PRTD 20813 TETRA TECH, INC. Invoice: 51687969	51687969	2026	01/13/2021	020921	7,535.00
	7,535.00 101300	AWIA TI 541500 Out	TLE II COMPLC RE Side Services	PORTING	,===
			CHECK	100477 TOTAL:	7,535.00
100478 02/09/2021 PRTD 12149 THATCHER CO. OF Invoice: 281448	CALI 281448	2059	01/15/2021	020921	6,480.85
102110	6,480.85 751810	4,154 G 541011 Sod	AL BISULFITE ium Bisulfite		·
			CHECK	100478 TOTAL:	6,480.85
100479 02/09/2021 PRTD 3035 VWR SCIENTIFIC Invoice: 8803434477	8803434477	2025	01/13/2021	020921	129.10
INVOICE: 6603434477	129.10 701341	(2) PH1 551000 Sup	(2) PH10A ELECTRODE KIT Supplies/Material	T	
Invoice: 8803490932	8803490932	2033 (1) PH/	01/19/2021 TEMP PEN TESTER	020921	134.12
	134.12 701341	551000 Sup	plies/Material		
Invoice: 8803420028	8803420028	2034 AGAR PL	01/12/2021 ATE COUNT/SPRAY	020921 BOTTLES	220.51
	220.51 701341	551000 Sup	plies/Material		
			CHECK	100479 TOTAL:	483.73
100480 02/09/2021 PRTD 19685 W. LITTEN INC. Invoice: 21004	21004	2060 SPRAYFI	01/25/2021 ELD 1/18-1/22	020921	5,736.35
	5,736.35 751810	678800 Dis	trict Sprayfield		
Invoice: 21003	21003	2063 Sprayfi	01/18/2021 ELD 1/11-1/15	020921	7,206.00

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		7,206.00 751810	INVOIC 678800 Di	E DTL DESC strict Sprayfi	eld	
				CHECK	100480 TOTAL:	12,942.35
100481 02/09/2021 PRTD Invoice: 2139082	3025 WATER & SANITATION 2	s 2139082 4,001.15 101001	2126 PCH WA 510500 PI	01/27/2021 TER 12/15/20-0 rch Water-Vent	020921 1/19/21	24,001.15
				CHECK	-	24,001.15
100482 02/09/2021 PRTD 4830 WEST COAST ROTOR Invoice: 29005	4830 WEST COAST ROTOR	29005	2097	11/20/2020 2	2100008 020921	8,010.82
		8,010.82 751810		ISH ROTOR pplies/Materia		
Invoice: 29042		29042	2100 REFURB	12/14/2020 2 ISH DRVIE SHAF	2100008 020921	3,394.48
	3,394.48 751810		pplies/Materia	1		
				CHECK	100482 TOTAL:	11,405.30
100483 02/09/2021 PRTD Invoice: 2-1-1001201	8510 WORK BOOT WAREHOUSE	2-1-1001201	2021 SAFETY	01/13/2021 FOOTWEAR D. BO	020921	196.11
		196.11 701331	623000 Sa	fety Equip	JCRELMAN	
Invoice: 2-1-1001298	2-1-1001298	2022 SAFETY	01/21/2021 FOOTWEAR M. MAG	020921 AGANA	225.00	
		225.00 701331	623000 sa	fety Equip		
Invoice: 2-2-1002556		2-2-1002556	2145 SAFETY	01/11/2021 FOOTWEAR - C.	020921 GILMER	225.00
		225.00 701222		fety Equipment		
Invoice: 2-1-1001143		2-1-1001143 225.00 701222	2146 SAFETY 623000 Sa	01/08/2021 FOOTWEAR - F.	020921 GONZALEZ	225.00
Invoice: 2-2-1002558	2-2-1002558	2147	fety Equipment 01/11/2021	020021		
	225.00 701222	SAFETY	FOOTWEAR - R. 7 fety Equipment	020921 THURMAN	225.00	
Invoice: 2-1-1001270	2-1-1001270	2148	01/19/2021	020921	225.00	
	225.00 701222	SAFETY Sat	FOORWEAR - R. fety Equipment	STANWOOD	223.00	
Invoice: 2-1-1001191	2-1-1001191	2149	01/12/2021	020921	225.00	
	225.00 701222	623000 SAFETY	FOOTWEAR - B. fety Equipment	HEITKAMP		
		2-1-1001147	2150	01/08/2021	020921 →	202.03



305,550.91

*** GRAND TOTAL ***

CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	1	DOCUMEN	T INV DATE PO	D CHECK RUN	NET
Invoice: 2-1-1001147	202.03	701331 62300	SAF	OICE DTL DESC ETY FOOTWEAR - K. F Safety Equip	KUHLMAN	
				CHECK	100483 TOTAL:	1,748.14
100484 02/09/2021 PRTD 21108 ZIP'S AW DIRECT Invoice: 807301	807301 1,555.97		2102 (2)	11/12/2020 VEHICLE LIGHT BARS Supplies/Material	020921 S UNITS 900 AND 943	1,555.97
				CHECK	100484 TOTAL:	1,555.97
	i	NUMBER OF CHECK	ks 46	*** CASH AC	CCOUNT TOTAL ***	305,550.91
	٦	TOTAL PRINTED (CHECKS	COUNT 46 305	TRUOMA 19.022,	



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

MINUTES REGULAR MEETING

9:00 AM February 2, 2021

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Joe McDermott.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at <u>9:00 a.m.</u> by Board President Lewitt via teleconference in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. The meeting was conducted via teleconference pursuant to the provisions of the Governor's Executive Order, N-29-20, which suspended certain requirements of the Ralph M. Brown Act to support social distancing guidelines associated with response to the coronavirus (COVID-19) outbreak. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Charles Caspary, Jay Lewitt, Lynda Lo-Hill, Len Polan, and

Lee Renger

Absent: None

Staff Present: David Pedersen, General Manager

Joe McDermott, Director of Engineering and External Affairs Don Patterson, Director of Finance and Administration

John Zhao, Director of Facilities and Operations

Josie Guzman, Clerk of the Board Keith Lemieux. District Counsel

2. APPROVAL OF AGENDA

Director Caspary moved to approve the agenda. Motion seconded by Director Polan.

Motion carried unanimously by roll call vote.

3. PUBLIC COMMENTS

Joe McDermott, Director of Engineering and External Affairs, introduced new employee Robert Thurman, Field Customer Service Representative I, who was hired in January. Mr. Thurman expressed his appreciation for the opportunity to work for the District.

Don Patterson, Director of Finance and Administration, introduced new employee Perseus Ancheta, Technology Support Specialist, who was hired in November. Mr. Ancheta expressed his appreciation for the opportunity to work for the District.

4. CONSENT CALENDAR

- A List of Demands: February 2, 2021: Receive and file
- B Minutes Regular Meeting of January 19, 2021: Approve
- D Response to Coronavirus (COVID-19) Pandemic: Continuation of Emergency

Approve the continuation of an emergency declaration for response to the coronavirus (COVID-19) pandemic.

<u>Director Lo-Hill</u> moved to approve the Consent Calendar. Motion seconded by <u>Director Caspary</u>.

Director Polan asked to pull Item 4C for discussion.

<u>Director Lo-Hill</u> amended the motion to approve Consent Calendar Items 4A, 4B, and 4D. Amended motion seconded by <u>Director Renger</u>. Motion carried unanimously by roll call vote.

4. CONSENT CALENDAR - SEPARATE ACTION ITEM

C Water Supply Conditions Update: Receive and file

Director Polan inquired whether a more recent update was available. General Manager David Pedersen responded that he would send the most recent information to the Board, and noted that water supply conditions were below average.

<u>Director Polan</u> moved to approve Item 4C. Motion seconded by <u>Director Caspary</u>. Motion carried unanimously by roll call vote.

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Legislative and Regulatory Updates

Joe McDermott, Director of Engineering and External Affairs, noted that the federal and state legislative updates were provided at the Las Virgenes – Triunfo Joint Powers Authority meeting on February 1st, and he had no further updates.

6. TREASURER

Director Lo-Hill stated that the Treasurer's report was in order.

7. FINANCE AND ADMINISTRATION

A Proposed Potable Water, Recycled Water, and Sanitation Rates for 2021 – 2025: Public Hearing and Adoption

Conduct a public hearing on the proposed potable water, recycled water, and sanitation rates; and, upon conclusion of the public hearing and in the absence of a majority protest: (1) find that the recommended actions are exempt from the provisions of the California Environmental Quality Act; and (2) pass, approve, and adopt proposed Resolution No. 2587, revising the District's potable water, recycled water, and sanitation rates for 2021 through 2025.

RESOLUTION NO. 2587

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT REVISING POTABLE WATER, RECYCLED WATER, AND SANITATION RATES

(Reference is hereby made to Resolution No. 2587 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

Board President Lewitt provided introductory remarks regarding the conduct of the public hearing for the District's proposed potable water, recycled water, and sanitation rates.

Josie Guzman, Clerk of the Board, noted that the District mailed a notice of public hearing to all property owners and customers of the District, and a copy of the notice was provided in the agenda packet. She also noted that a notice of public hearing was published in *The Las Virgenes and Calabasas Enterprise* newspaper on January 14 and 21, 2021, and posted at three public locations throughout the District's service area: District Headquarters, Westlake Village City Hall, and Agoura Hills City Hall. She also noted that virtual community meetings were held on January 13, 21, and 26, 2021, and recordings of the meetings were posted on the District's website.

General Manager David Pedersen provided a PowerPoint presentation with a summary of the Proposition 218 process, rates change drivers, the District's commitment to keeping rates low, and the District's guiding principles for rate setting.

Don Patterson, Director of Finance and Administration, continued the PowerPoint presentation and reviewed the elements of the rate study, summary of the proposed rate

adjustments, and outreach efforts.

Board President Lewitt opened the public hearing at 9:34 a.m.

<u>Director Caspary</u> moved to approve Item 7A. Motion seconded by <u>Director Polan</u>.

Gerry Brennan declared his protest to the proposed rate increases. He commended the District on its efforts overall; however, he stated that his concern was due to the \$160 million cost of the Pure Water Project Las Virgenes-Triunfo (Pure Water Project). He commented that initially the project was in response to a fine imposed by the U.S. Environmental Protection Agency for the quality of the recycled water discharged to Malibu Creek in the winter. He noted that currently human health standards for drinking water were not acceptable for discharge into Malibu Creek. He stated that the long-term effects of man-made water contaminants coming to light in scientific studies on animals were more important than creating a new source of drinking water. He also stated that drier weather conditions were predicted for the future; however, the State indicated that the average rainfall was the same over the last several decades. He noted that seven feet of snow fell in Mammoth last week, and the snowpack was two-thirds of what it should be by April 1st. He commented that numerous efforts were taking place at the State and other governmental levels to plan for drier years, such as the Delta Conveyance Project. He also commented that District customers were using less water, which was one of the reasons the District was seeking to raise water rates. He stated that the cost of the Pure Water Project would be a long-term risk to the health of the local community for less clean water that should be eliminated. He expressed concern with the use of financial resources from customers for the Pure Water Project, and for the District accepting accolades for adopting this new technology. He commented that chemical technology was difficult to understand and it was very diverse. He stated that he would not protest if customers needed to pay more due to inflation, for cleaner water, and to improve creek drainage; however, he felt that customers should not pay for less clean water from the Pure Water Project. He suggested that the project should be terminated, and expressed concern that after reading news releases and reviewing the project's frequently asked questions that there would be a health risk due to the project. He stated that he did not believe that science was aware of everything regarding technology, including the chemistry and how the project would affect people.

Director Lo-Hill addressed Mr. Brennan and asked for clarification on his statement regarding customers paying for less clean water. Mr. Brennan responded that from reading the news releases and the frequently asked questions regarding the Pure Water Project, not all of the chemical components that could potentially be from wastewater or runoff would be eliminated from going into the reservoir. He stated that the Pure Water Project would be different from the process used in Orange County, which allows water to seep into the ground. He also stated that he believed when the water is taken from the reservoir, the disinfection process would not remove the chemicals no matter how small, and the diversity of the chemicals that would be put into the reservoir were unknown.

Ms. Guzman noted that two written comments were received from customers, and copies of the written comments, along with staff's responses, were provided to the Board. She

also noted that two protests were received by the District, including the one from Mr. Brennan. She explained that the District would need to receive 10,634 protests votes, which would equal to one-half the number of customers in the service area plus one, to constitute a successful majority protest.

Board President Lewitt noted there was no majority protest that would prevent the District from approving the matter, and he closed the public hearing at 9:44 a.m.

Director Caspary acknowledged staff for clarifying the methodology in adopting a rate structure over five years. He noted that the Board would review whether to implement the rate adjustments on an annual basis.

Motion carried unanimously by roll call vote.

B Potable Water Standby Charge: Adoption

Waive the full reading and give the second reading by title only; pass, approve, and adopt proposed Ordinance No. 283 as it relates to continuation of the Water Replacement Fund Standby Charge for Fiscal Year 2021-2022; and order publication within 15 days of adoption using a summary of the Ordinance.

ORDINANCE NO. 283 (SECOND READING AND ADOPTION)

AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS IT RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2021

(Reference is hereby made to Ordinance No. 283 on file in the District's Ordinance Book and by this reference the same is incorporated herein.)

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

<u>Director Caspary</u> moved to approve Item 7B. Motion seconded by <u>Director Renger</u>. Motion carried unanimously by roll call vote.

8. ENGINEERING AND EXTERNAL AFFAIRS

A Update on Collections Policies, Procedures, and Outstanding Debt

Receive and file an update on collections policies, procedures, and outstanding debt.

Ursula Bosson, Customer Service Manager, presented the report.

<u>Director Polan</u> moved to approve Item 8A. Motion seconded by <u>Director Lo-Hill</u>.

Ms. Bosson responded to a question regarding whether the collection procedures would only be used for closed accounts by stating that closed, delinquent accounts would be referred to the collection agency. She also responded to a question regarding whether the District was successful in collecting from closed, delinquent accounts by stating that the District had very little success historically; however, a new collection agency would be more aggressive in making contact with customers with closed, delinquent accounts. She also responded to a question regarding collecting on active past due accounts during the COVID-19 pandemic by stating that active, delinquent accounts would not be referred to the collection agency.

Motion carried unanimously by roll call vote.

9. NON-ACTION ITEMS

A Organization Reports

Director Caspary asked the Board to save the date for the Association of California Water Agencies (ACWA) Legislative Forum, which was tentatively scheduled for March 11th. He reported that he attended the ACWA State Legislative Committee meeting on January 22nd, where a report was provided by Cindy Tuck, Deputy Executive Director of Government Relations, regarding ACWA seeking support from the new Administration for water districts adversely impacted financially due to delinquent accounts during the COVID-19 pandemic.

B Director's Reports on Outside Meetings

Board President Lewitt reported that he attended the California Association of Sanitation Districts (CASA) Virtual Winter Conference. He noted that he attended a session by Senator Ben Allen, Chair of the Senate Environmental Quality Committee, who provided information on the Legislature's environmental priorities for the 2021 Legislative Session, including regulations regarding plastics and firefighting foam, and economic growth in combating climate change. He noted that Assembly Member Richard Bloom announced he would run for Los Angeles County Supervisor. He suggested that the Board and staff needed to establish better relationships with elected officials. He also suggested that staff look into scheduling virtual meetings with elected officials because it had become much easier to hold virtual meetings than to travel and meet in person.

Director Lo-Hill reported that she also attended the CASA Virtual Winter Conference. She noted that she attended a roundtable discussion regarding wastewater-based epidemiology where Mike McNutt, Public Affairs and Communications Manager, served as one of the panelists. She also noted that California was selected by the Centers for Disease Control and Prevention (CDC) to test for COVID-19 in the wastewater, and the District was one of the contributors to that study.

C General Manager Reports

(1) General Business

General Manager David Pedersen presented potential dates for the Board to schedule its annual Strategic Planning Workshop. The Board agreed to schedule a special meeting on April 13, 2021, from 9:00 a.m. to 12:00 p.m.

General Manager David Pedersen reported that the WateReuse Symposium would be conducted as a series of live and on-demand roundtable discussions from March 1st through March 25th. He noted that the Las Virgenes-Triunfo Joint Powers Authority would receive special recognition during the symposium on March 22nd.

(2) Follow-Up Items

General Manager David Pedersen noted that the annual report on contracts issued under the General Manager's authority would be presented at the February 16th Board meeting, including the contracts that include an annual Consumer Price Index (CPI) adjustment. He also noted that an item would be brought back at the March 1st JPA meeting for the Board to determine whether or not to issue a Request for Proposals for independent audit services by the end of the calendar year.

D Directors' Comments

Director Renger reported that he participated in the recent Sites Reservoir Project Virtual Town Hall Meeting, and noted that the Sierra Club expressed opposition to the tunnel for the Delta Conveyance Project due to its claim that there would be less water available. He stated that he disagreed because there would be more precipitation overall due to climate change, and precipitation would tend to be farther north. He stated that the State needed to be able to divert and store water in places such as the Sites Reservoir due to the loss of snowpack as a natural reservoir. He noted that an issue pointed out by the Sierra Club was that fish might be impacted by the Delta Conveyance Project; however, he stated that should the tunnel be used properly, it could help the ecology.

Director Lo-Hill acknowledged the public for providing their input on the potable water, recycled water, and sanitation rates for 2021 through 2025.

Board President Lewitt noted that the JPA Board agreed to approve the second one-year renewal option with The Pun Group, and would consider whether to issue a Request for Proposals for independent auditing services at a future meeting.

10. FUTURE AGENDA ITEMS

None.

11. PUBLIC COMMENTS

None.

12. ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **10:08 a.m.**

Jay Lewitt, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:

Lee Renger, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)

February 2, 2021

To: Payroll

From: David W. Pedersen

General Manager

Docusigned by:

David W. Pedersen

1206BE2E4E044E2...

RE: Per Diem Request – January 2021

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

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

	<u>Director</u>	No. of Meetings	<u>Rate</u>	<u>Total</u>
8014	Charles Caspary	5	\$220.00	\$1,100.00
19447	Jay Lewitt	8	\$220.00	\$1,760.00
21169	Lynda Lo-Hill	10	\$220.00	\$2,200.00
18856	Leonard Polan	5	\$220.00	\$1,100.00
14702	Lee Renger	4	\$220.00	\$880.00

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

^{**&}lt;u>LVMWD Code Section 2-2.106(b)</u>: MWD director "not exceeding a total of ten (10) additional days in any calendar month."

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT								
LAS VIRGENES	To:	Clerk of the Board	Director's Name:	<u>Charles Caspary</u>				
MUNICIPAL EST. 1868								
ER DISTRI	Month of:	January 2021	Division:	Division 1				

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

Date(s)	# of Days Claimed		Reimbursible	Chec	k One	Event Title	
				Expenses ²			
	Event	Travel ¹	Total	(Y/N)	MWD	LVMWD	
1/4/2021	1		1	N		Х	LV - TWSD JPA BOARD MEETING
1/5/2021	1		1	N		Х	LAS VIRGENES BOARD MEETING
1/19/2021	1		1	N		Х	LAS VIRGENES BOARD MEETING
1/21/2021	1		1	N		Х	ASSN WATER AGENCIES MEETING / LVMWD RATE PUBLIC WEBINAR
1/22/2021	1		1	N		Х	ACWA - STATE LEGISLATIVE COMMITTEE
		TOTAL	5				

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

Date Submitted: January 29, 2021

Director Signature: Charles Caspary (via email)

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT	

LAS VIRGENES
MUNICIPAL EST. 1999 DISTRICT

To:	Josie Guzman	Director's Name:	_	<u>Jay Lewitt</u>		
Month of:	January	Division:		5		

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

Date(s)	#	of Days Cla	imed	Reimbursible	Chec	k One	Event Title
				Expenses ²			
	Event	Travel ¹	Total	(Y/N)	MWD	LVMWD	
1.4.21	1		1			х	JPA Board Meeting
1.5.21	1		1			х	LVMWD board meeting
1.11.21	1		1			х	Met Board Meeting
1.19.21	1		1			х	LVMWD board meeting
1.21.21	1		1			х	AWAVC Water Meeting
1.26.21	1		1			х	Met Board Meeting
1.27.21	1		1			х	CASA Conference
1.28.21	1		1			х	CASA Conference
		TOTAL	8				

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

Date Submitted:	1.31.21
	JL
Director Signature:	

		CIPAL WATER	HICTORY	DLD		DEDMOT
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LAS VIRGENES	
MUNICIPAL EST. THE DISTRICT	

To: Josie Guzman, Clerk of the Board Director's Name: <u>Lynda L</u>	<u>.o-Hill</u>
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Month of: December Division: 2

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

Date(s)	#	of Days Clai	med	Reimbursible	Check One		Event Title
				Expenses ²			
	Event	Travel 1	Total	(Y/N)	MWD	LVMWD	
1/4/2021			0			Х	JPA Audit Committee
1/4/2021			1			Х	JPA Monthly Meeting
1/5/2021			0			Х	LVMWD Audit Committee
1/5/2021			1			Х	LVMWD Regular Meeting
1/11/2021			1			Х	MWD Committee Meetings: E&O, WPS, F&I, OPT
1/12/2021			1			Х	MWD Board Meeting and Brown Act Training
1/13/2021			1			Х	LVMWD Rate Study Public Workshop
1/13/2021			0			Х	Colorado River Board Public Meeting
1/19/2021			1			Х	LVMWD Regular Meeting
1/21/2021			1			Х	AWA Waterwise meeting
1/26/2021			1			Х	MWD Committee: IRP, Executive
1/27/2021			1			Х	CASA Winter Conference
1/28/2021			1			Х	CASA Winter Conference
		TOTAL	10				

Date Submitted:

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

Director Signature:	Lynda Lo-Hill via emai

28-Jan-21

Sigit Ettvelope ID	gn Envelope ID: 6E926F55-C8F6-4CE6-B7D6-E86891052593								
			LAS VIRG	ENES MUNIC	IPAL WA	ATER DIS	TRICT - PER DIEM REPO	ORT	
LAS VIRGE	To: Josie Guzman, Clerk of the Board				Director's Name:	<u>Leonard Polan</u>			
EST. 1958	MUNICIPAL Month of:		Jan-21				Division:	#4	
The following a	re Las Virge	nes Municip	oal Water District I	Board of Director	s Meetings	s, Committ	ee Meetings/Conferences I h	ave attended:	
Date(s)		# of Days Cl	aimed	Reimbursible	Chec	k One		Event Title	
	Event	Travel ¹	Total	Expenses ² (Y/N)	MWD	LVMWD			
1/4/21	1		1	-		Υ	JPA Board Mtg		
1/5/21	1		1			Υ	LVMWD Board Mtg		
1/19/21	1		1			Υ	LVMWD Board Mtg		
1/21/21	1		1			Υ	VCAWA WaterWise Meetin	g	
1/28/21	1		1			Υ	CASA Winter Conf		
		TOTAL	5			-			

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

Date Submitted: 2/1/21 Director Signature:

Leonard E. Polan

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		Renthance averaging		
LAS VIRGENDS	To:	Josie Guzman, Clerk of the Board	Director's Name:	LEE RENGER
MUNICIPAL DISTRICT	Month o	f: JANUARY, 2021	Division:	3

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

- Palels)		of Days Cla	med 4. Se		ECHEC	One E	
vale(s)	Ever	Trive	Total	Wester 1	MWE	VIMACO	
1/4/2021	1	1	1	N		Х	JPA BOARÓ MEETING
1/5/2021	AT.	1	1	N		Х	LVMWD BOARD MEETING
1/19/2021	tl 2s	1	1	N		Х	LVMWD BOARD MEETING
1/21/2021	:	1	1	N		Х	AWA WEBINAR
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	, managar in the second of the	TOTAL	4				

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

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Date Submitted:

Director Signature:

Glen Peterson, Director

INVOICE

Metropolitan Water District of Southern California 2936 Triunfo Canyon Rd Agoura, CA. 91301 email: glenpsop@icloud.com

DATE: 02/01/21
INVOICE # 26
FOR: Director

fees

Bill To:

Las Virgenes Municipal Water District

4232 Las Virgenes Canyon Rd Calabasas, CA. 91302

attn: Josie Guzman, Clerk of the Board

8a8-251-2100

Date	Description	fee
1/7/2021	Northern Caucus	\$220.00
1/11/2021	MWD Committees	\$220.00
1/12/2021	MWD Committees and Board Meeting	\$220.00
1/13/2021	Colorado River Board of California	\$220.00
1/19/2021	Report to Las Virgenes	\$220.00
1/21/2021	AWAVC	\$220.00
1/26/2021	MWD Committees	\$220.00
1/27/2021	Presentation on Progress of Sites Resevoir	\$220.00
	TOTAL	\$1,760.00

Make Check payable to Glen Peterson

Thank you for the opportunity to serve



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Monthly Cash and Investment Report: November 2020

SUMMARY:

During the month of November, the value of the District's investment portfolio increased from \$106,382,660, held on October 31st, to \$108,454,438, including \$10,010,000 in loan proceeds for the Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project. Two investments matured in November, and four investments were purchased, increasing the book value to \$57,640,960. The value of the District's Local Agency Investment Fund (LAIF) account decreased to \$39,179,183, and the District's CAMP account increased to \$11,107,468.

RECOMMENDATION(S):

Receive and file the Monthly Cash and Investment Report for November 2020.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

DISCUSSION:

As of November 30, 2020, the District held \$108,454,438, up 27.18% year-over-year. The portfolio was up 1.95% from the previous month's total of \$106,382,660. The majority of the funds were held in the District's self-managed investment account, which had a November 30th book value of \$57,640,960. LAIF held the majority of the remaining funds, in the amount of \$39,179,183. CAMP held \$11,107,468, and the remaining portion was held in a money market account. The annualized yield of the District's investment portfolio was 1.57% in November 2020, down from 1.64% in October. The annualized yield on the District's LAIF funds was 0.58% in November, down from October's 0.62%. The annualized yield on the

District's CAMP funds was 0.12% in November, down from October's 0.19%. The combined total yield on the District's accounts was 1.07%, down from 2.09% year-over-year.

The following investments matured during November 2020:

- 11/23/20 1st Choice Bank insured CD, in the amount of \$245,000; YTM 2.40%.
- 11/30/20 BMW Bank NA insured CD, in the amount of \$245,000; YTM 2.05%.

The following investments were purchased during November 2020:

- 11/04/20 FFCB agency non-callable bond, in the amount of \$998,370, with a face value of \$1,000,000 and a maturity of 11/03/25; YTM 0.493%.
- 11/05/20 Rowland Unified School District municipal bond, in the amount of \$100,000, with a maturity of 08/01/22; YTM 0.445%.
- 11/05/20 Rowland Unified School District municipal bond, in the amount of \$400,000, with a maturity of 08/01/23; YTM 0.541%.
- 11/17/20 FNMA agency callable bond, in the amount of \$1,000,000, with a maturity of 11/17/25; YTM 0.57%.

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

- 11/04/20 Withdraw in the amount of \$1,420,000.
- 11/09/20 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.

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 November 30, 2020 and compares the balances to the adopted Financial Policies. As shown for November, the Potable Water Enterprise had \$16.6 million available for capital projects, including \$10 million in loan proceeds for the AMR/AMI Project. The Sanitation Enterprise had cash and investments that exceeded the District's Financial Policies by \$10.3 million, and the Recycled Water Enterprise had cash and investments that exceeded the District's Financial Policy levels by \$16.2 million. The Board has assigned \$5 million in funds from the Recycled Water Enterprise and \$10 million in funds from the Sanitation Enterprise for use on the Pure Water Project Las Virgenes-Triunfo. Cash in excess of required reserves and assignments is available for capital projects.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

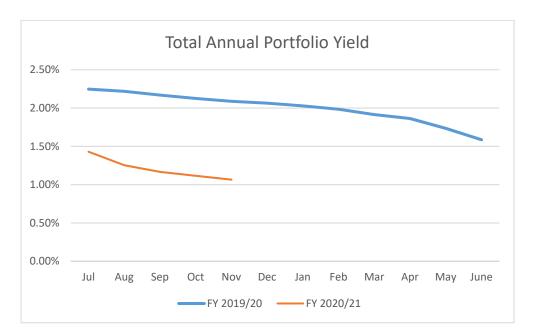
Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

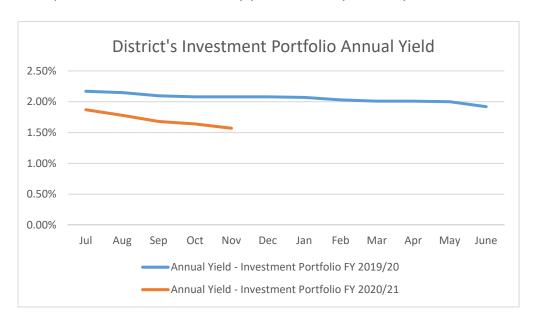
Charts
Monthly Investment Report - November 2020
Definitions
Cash Report - November 2020

Monthly Analysis:

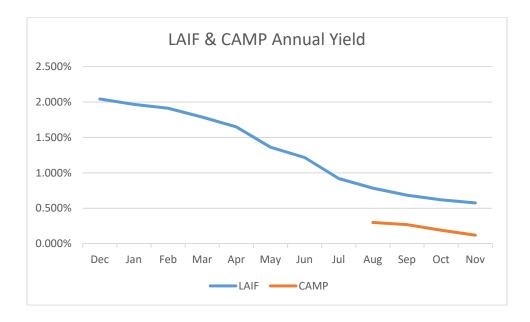
As of November 30, 2020, at book value, LAIF held 36.12% of the District's portfolio, the investment portfolio held 53.15%, CAMP held 10.24%, and the remaining portion was held in a money market account. The chart below shows the total annualized yield of all the District's investments, including its self-managed investment portfolio, LAIF, and CAMP. As can be seen in the chart below, the total yield in November 2020 was 1.07%, down five basis points from October and down from 2.09% one year ago.



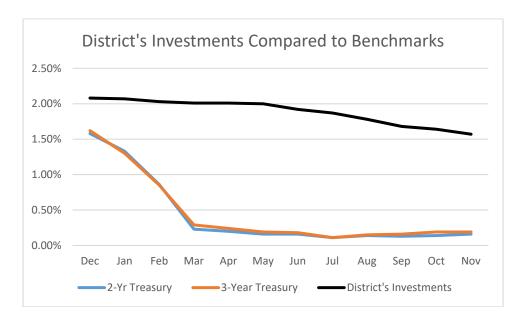
In November, the annualized yield for the District's investment portfolio was down seven basis points from October to 1.57% and down from 2.08% a year ago. The chart below shows the annualized monthly yield of the District's self-managed investment portfolio for the current fiscal year compared with the same monthly yield over the previous year.



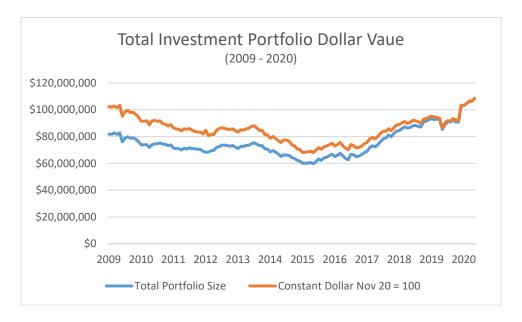
The following chart shows the average annualized LAIF and CAMP yields over the past 12 months. In November, the LAIF yield was 0.58%, down from October's 0.62% and down from 2.10% a year ago. The CAMP yield in November was 0.12%, down from October's 0.19%.



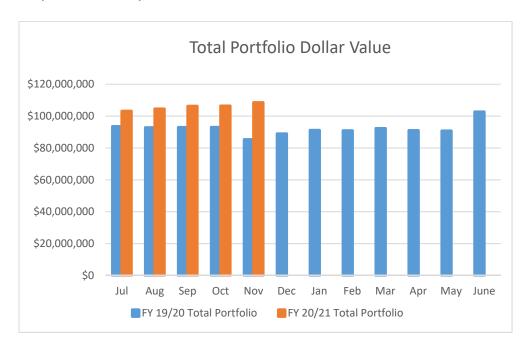
In order to benchmark how the District's portfolio is performing, it is useful to compare its investment portfolio with a comparable index. The District has historically compared its investment portfolio returns to the 2-Year and 3-Year Treasury notes. Because the District buys and holds its investments,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



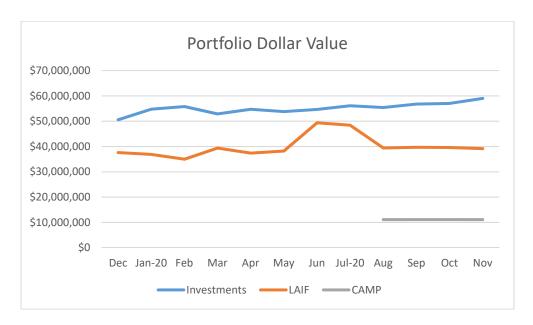
Equally important to monitoring performance is to monitor total portfolio value that includes the District's investment portfolio and LAIF accounts. The chart below shows the total portfolio value between 2009 and 2020. In November, the District's portfolio increased 1.95% from October to \$108,454,438. The increase in June 2020 reflects \$10 million in loan proceeds for the AMR/AMI Project.



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 12-month period. The District's Investment Policy requires an amount equal to six months of operating budget to be kept in liquid funds, such as LAIF or CAMP, which is \$28.6 million.



Date:

January 21, 2021

To:

David W. Pedersen, General Manager

From:

Finance and Administration Department Investment Report for the Month of November 2020

Subject: Investment Re 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	Book	Раг	Market
2.200%	2.200%		Merrick Bank-CD		Call Date	Matures	Value	Value	Value
1.500%	1.500%		CAL ST-MuniBond	01/09/18		01/11/21	245,000	245,000	245,60
1.713%	1.713%		CASPWR-Muni Bond	04/28/16		04/01/21	1,000,000	1,000,000	1,004,08
	1.1 1075		Sub-Total	09/28/16		05/01/21	742,142	742,142	746,75
Investments	Maturing Afte	r Six Mon					1,987,142	1,987,142	1,996,43
2.000%	2.046%	2.018%	FHLMC-Bullet	01/30/17		04/00/00	007.050		
2.250%	2.104%		FHLMC-Bullet	08/16/17		01/26/22	997,850	1,000,000	1,019,93
1.980%	2.810%		FAMCA-Bullet	02/01/19		06/29/22	1,000,300	1,000,000	1,032,26
0.180%	0.205%		FFCB-Callable Coupon	09/08/20	02/08/04	06/30/22	452,510	465,000	478,22
1.750%	1.766%		FFCB-Bullet	09/13/17	03/08/21	09/08/22	999,500	1,000,000	999,45
2.130%	2.338%		FAMCA-Bullet			09/13/22	999,250	1,000,000	1,028,04
2.700%	2.700%		FFCB-Bullet	01/24/18		01/24/23	990,240	1,000,000	1,041,26
3.250%	2.536%		FHLB-Bullet	04/11/18		04/11/23	1,000,000	1,000,000	1,059,28
2.900%	2.980%		FAMCA-Bullet	02/25/19		06/09/23	1,028,810	1,000,000	1,075,29
0.300%	0.300%	0.300%	FHLMC-Callable Coupon	08/01/18	004004	07/24/23	996,263	1,000,000	1,070,26
0.300%	0.300%	0.300%	FFCB-Callable Coupon	08/13/20	08/10/21	08/10/23	1,000,000	1,000,000	998,24
3.375%	2.227%	0.50070	FHLB-Bullet	09/04/20	09/01/21	09/01/23	1,000,000	1,000,000	999,50
0.270%	0.282%	0.282%	FFCB-Callable Coupon	03/28/19	40105104	09/08/23	1,048,330	1,000,000	1,086,64
1.850%	1.850%	1.850%	FHLMC-Callable Coupon	10/05/20	10/05/21	10/05/23	999,650	1,000,000	1,000,04
2.370%	2.524%	1.00070	FFCB-Bullet	12/30/19	12/28/20	12/28/23	1,000,000	1,000,000	1,001,10
2.800%	2.800%	2.800%	FHLB-Callable Coupon	03/12/19		02/05/24	992,950	1,000,000	1,067,30
2.160%	1.865%	2.000 /6	FFCB-Bullet	02/26/19	02/26/21	02/26/24	1,000,000	1,000,000	1,005,57
1.650%	1.650%	1.650%	FFCB-Callable Coupon	06/28/19		06/03/24	1,013,820	1,000,000	1,065,79
1.740%	1.664%	1.000 /6	FAMCA-Bullet	09/09/19	09/09/21	09/09/24	1,000,000	1,000,000	1,009,63
1.790%	1.804%		FAMCA-Bullet	09/30/19		09/26/24	1,003,620	1,000,000	1,052,02
0.700%	0.700%	0.700%		11/15/19		11/01/24	999,340	1,000,000	1,054,83
1.950%	1.950%	1.950%	FHLMC-Callable Coupon	05/18/20	02/18/21	11/18/24	1,000,000	1,000,000	1,000,35
1.800%	1.800%	1.800%	FHLMC-Callable Coupon	01/06/20	01/06/21	01/06/25	1,000,000	1,000,000	1,001,54
1.125%	1.125%		FHLMC-Callable Coupon	01/10/20	01/10/22	01/10/25	1,000,000	1,000,000	1,010,66
0.750%	0.613%	1.125%	FFCB-Callable Coupon	03/17/20	03/17/21	03/17/25	1,000,000	1,000,000	1,001,93
0.700%	0.700%	0.7009/	TVA-Bullet	06/10/20		05/15/25	1,006,060	1,000,000	1,012,00
0.480%	0.700%	0.700%	FHLB-Callable Coupon	05/28/20	05/28/21	05/28/25	1,000,000	1,000,000	1,000,08
0.650%	0.650%	0.0000	FAMCA-Bullet	06/19/20		06/19/25	997,510	1,000,000	1,000,74
0.625%	0.625%	0.650%	FHLMC-Callable Coupon	06/30/20	06/30/22	06/30/25	1,000,000	1,000,000	998,93
0.650%	0.650%	0.625%	FNMA-Callable Coupon	07/21/20	07/21/22	07/21/25	1,000,000	1,000,000	995,93
0.500%			FNMA-Callable Coupon	08/14/20	02/14/22	08/14/25	1,000,000	1,000,000	998,61
0.540%	0.500%	0.500%	FHLMC-Callable Coupon	09/30/20	09/30/22	09/30/25	1,000,000	1,000,000	998,23
0.460%	0.540%	0.540%	FNMA-Callable Coupon	10/27/20	10/25/21	10/27/25	1,000,000	1,000,000	1,000,28
0.460% 0.570%	0.493%	0.5700/	FFCB-Bullet	11/04/20		11/03/25	998,370	1,000,000	999,13
2.387%	0.570%	0.570%	FHLMC-Callable Coupon	11/17/20	11/17/22	11/17/25	1,000,000	1,000,000	1,000,71
1.960%	1.392%	4 00004	SCVWTR-MuniBond	06/21/16		06/01/21	1,047,370	1,000,000	1,010,94
2.550%	1.960%	1.960%	MOUSCD-MuniBond	07/14/16		08/01/21	600,000	600,000	602,91
2.000%	2.550%		NYSDEV-Muni Bond	12/21/17		03/15/22	1,000,000	1,000,000	1,021,660
	3.063%		CASPWR-Muni Bond	09/24/18		05/01/22	963,980	1,000,000	1,024,59
).373% L 500%	0.373%		BEVGEN-Muni Bond	10/15/20		06/01/22	250,000	250,000	250,12
1.590%	1.590%		Maryland StMuni Bond	08/28/19		08/01/22	1,000,000	1,000,000	1,022,00
).445% 5.500%	0.445%		ROWSCD-Muni Bond	11/05/20		08/01/22	100,000	100,000	100,06
2.500%	2.604%		SFOFAC-Muni Bond	11/09/17		09/01/22	497,650	500,000	511.05

LVMWD Investment Report for the Month Ending November 30, 2020
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Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value
Investment	s Maturing At	fter Six N	Months (continued):						
0.349%	0.349%		CSU-Muni Bond	09/17/20	Cont. 9/17/20	11/01/22	500,000	500,000	500,45
3.297%	3.297%	3.297%	UNVHGR-Muni Bond	06/05/18	Cont. 6/5/18	05/15/23	930,000	930,000	993,96
2.216%	1.420%		ONTGEN-Muni Bond	05/21/20		06/01/23	1,115,615	1,090,000	1,113,77
0.445%	0.445%		ROWSCD-Muni Bond	11/05/20		08/01/23	400,000	400,000	400,50
2.250%	3.092%		CAS-Muni Bond	10/31/18		10/01/23	961,850	1,000,000	1,051,09
).432%	0.432%		OKSWTR-Muni Bond	10/01/20		10/01/23	100,000	100,000	99,8
3.000%	2.500%		CAS-Muni Bond	05/01/19		04/01/24	1,022,980	1,000,000	1,080,66
1.800%	1.800%		PASGEN - Muni Bond	02/26/20		05/01/24	260,000	260,000	269,8
2.147%	2.147%		UNIGEN - Muni Bond	08/29/19		06/01/24	1,000,000	1,000,000	1,028,3
2.224%	2.224%		SGTUTL - Muni Bond	12/18/19		10/01/24	500,000	500,000	
1.646%	1.646%		CASHGR - Muni Bond	02/27/20		11/01/24	=		525,8
0.560%	0.560%		CASWTR - Muni Bond	08/06/20	Cont. 8/6/20	12/01/24	400,000	400,000	414,10
1.498%	1.498%		ALEUTL - Muni Bond	07/16/20	Cont. 7/16/20	05/01/25	250,000	250,000	250,50
).719%	0.719%		BEVWTR - Muni Bond	08/12/20	Cont. 7716/20		400,000	400,000	411,30
.550%	1.550%		CAPITAL ONE BANK - CD	08/10/16		06/01/25	500,000	500,000	499,3
.000%	1.000%		CENERSTATE BK -CD			08/10/21	245,000	245,000	247,3
).950%	0.950%		LAKELAND BK -CD	03/20/20		09/20/21	245,000	245,000	246,8
.650%	1.650%			03/27/20		09/27/21	245,000	245,000	246,7
.800%			Farmers & Merchants BK-CD	01/15/20		01/18/22	245,000	245,000	249,3
	1.800%		WellsFargo BK West-CD	01/17/20		01/18/22	245,000	245,000	249,7
350% 350%	2.350%		Goldman Sachs Bank - CD	06/21/17		06/21/22	245,000	245,000	253,5
	2.350%		Sallie Mae Bank/Salt LK-CD	06/21/17		06/21/22	245,000	245,000	253,5
.250%	0.250%		Texas Capital BK NA - CD	08/27/20		08/08/22	245,000	245,000	245,4
0.250%	0.250%		BK Hapoalim BM NY - CD	08/26/20		08/26/22	245,000	245,000	245,4
2.400%	2.400%		American Express - CD	08/29/17		08/29/22	245,000	245,000	254,2
2.400%	2.400%		Capital One NA - CD	08/30/17		08/30/22	245,000	245,000	254,6
2.500%	2.500%		Wells Fargo Bank - CD	12/08/17		12/08/22	245,000	245,000	256,5
2.650%	2.650%		Morgan Stanley Bank-CD	01/11/18		01/11/23	245,000	245,000	257,8
3.150%	3.150%		CitiBank NA - CD	05/11/18		05/11/23	245,000	245,000	262,8
2.850%	2.850%		1st MO St Bank - CD	02/13/19		08/14/23	245,000	245,000	262,6
.700%	1.700%		Medallion Bank UT-CD	12/23/19		12/22/23	245,000	245,000	256,2
3.350%	3.350%		Morgan Stanley PVT BK-CD	01/10/19		01/10/24	245,000	245,000	268,9
3.000%	3.000%		TIAA FSB - CD	02/22/19		02/22/24	245,000	245,000	267,0
.750%	2.750%		Comenity CAP Bank-CD	04/30/19		04/30/24	245,000	245,000	266,0
2.650%	2.650%		Bank of New Eng Salem-CD	05/23/19		05/23/24	245,000	245,000	265,5
.150%	2.150%		Enerbank USA - CD	08/07/19		08/07/24	245,000	245,000	262,0
.750%	1.750%		1st Farmers BK7Trust-CD	09/04/19		09/04/24	245,000	245,000	258,6
.800%	1.800%		Kemba Financial CU-CD	01/08/20		01/08/25	245,000	245,000	260,0
.950%	1.950%		Knoxville EE CU - CD	01/16/20		01/16/25	245,000	245,000	261,6
.000%	1.000%		Somerset Trust Co - CD	03/19/20		03/19/25	245,000	245,000	252,1
.000%	1.000%		IBERIABANK - CD	03/20/20		03/20/25	245,000	245,000	
.350%	1.350%		Pacific Western Bank - CD	04/16/20		04/16/25	245,000		252,1
.500%	1.500%		Celtic BK Salt Lake UT - CD	04/17/20		04/17/25		245,000	255,8
.350%	1.350%		1st Natl BK McGregor - CD	04/17/20		04/17/25	245,000 245,000	245,000	257,4
.050%	1.050%		State BK of India-NY - CD	06/19/20		04/26/25	245,000	245,000	255,9
.500%	0.500%		Minnwest Bank - CD	07/15/20			245,000	245,000	252,7
0.500%	0.500%		Preferred Bank - CD			07/15/25	245,000	245,000	246,5
).600%	0.600%		Bank Baroda NY Brh - CD	07/17/20		07/17/25	245,000	245,000	246,5
).600%	0.600%			07/23/20		07/22/25	245,000	245,000	247,6
	0.000%		Flagstar Bank FSB - CD Sub-Total	07/22/20		07/22/25	245,000	245,000	247,6
			Total Investments				55,653,818 \$57,640,960	55,575,000 \$57 562 142	57,014,7

LVMWD Investment Report for the Month Ending November 30, 2020 Interest earnings for the month were as followed: Amount Current Earned/Accrued Yield Investments 78,551 1.570% Local Agency Investment Fund (LAIF) 18,806 0.576% California Asset Management Program (CAMP) 1,236 0.120% Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank) 2 0.030% Sweep Accounts (Wells Fargo Bank) 13 0.010% Total Earnings \$98,608 Schedule of Investment Balance Limitations (Per District investment policy) Total Amount % of Max. Limit The source of the market valuation is as followed: Invested Total Allowed Investments (Note 1) \$57,640,960 53.15% no limit Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank) 526,827 0.49% no limit Local Agency Investment Fund (LAIF) 39,179,183 36.12% 75.000.000 California Asset Management Program (CAMP) 11,107,468 10.24% no limit

Note 1: The average weighted duration for investments, excluding LAIF, is 1,105 days, which is under the assumption that callable coupons will not be called and will be held until m Note 2: In November 2020, Joint Powers Authority's participation in investment is \$8,900,142.88, of which \$5,714,686.90 (or 64.20%) belongs to LV.

Total

\$108,454,438

(Note 2)

100.00%

Bank Account Balances as of November 30, 2020:

Bank Name	Account Type	Amount	
Wells Fargo Bank	Checking	\$216,189	(Note 3)
Wells Fargo Bank	Sweep	1,347,549	
	Total	\$1,563,738	>

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 February 2, 2021 Agenda:		
	David W. Pedersen, General Manager	
I HEREBY CERTIFY THAT THE TO THE BEST OF MY KNOWLEDGE	FOREGOING IS TRUE AND CORRECT	
	Lynda Lo-Hill, Treasurer	

Monthly Investment Report Definitions

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.
- Sinking Bond In the case of the CASPWR Bond held by the District, a sinking bond pays a portion of principal on a defined schedule throughout the life of the bond.
- Custodian The financial institution that holds securities for an investor.

Investment Abbreviations

- FHLB Federal Home Loan Bank
- FHLMC Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA Federal National Mortgage Association (Fannie Mae)
- FFCB Federal Farm Credit Bank
- FAMCA/AGM Federal Agricultural Mortgage Corporation (Farmer Mac)
- Bonds
 - o BEVGEN City of Beverly Hills water revenue
 - CAS State of California
 - CASHGR/CSU California State University
 - o CASPWR State of California Department of Water Resources
 - MDS State of Maryland
 - MOUSCD Mountain View Unified School District
 - NYSDEV New York State Urban Development Revenue Bond
 - OKSWTR State of Oklahoma Water Resources Board
 - ONTGEN City of Ontario, CA
 - o PASGEN City of Pasadena, CA
 - SCVWTR Santa Clara Valley Water District
 - ROWSCD Rowland Unified School District
 - SFOFAC City and County of San Francisco Community Facilities
 District
 - o SGTUTL South Gate Utility District
 - SRVSCD San Ramon, CA Unified School District
 - UNIGEN University of Northern Colorado
 - UNVHGR University of California

Attachment B

LVMWD CASH ANALYSIS - November 30, 2020

	Restricted Cash	Cash Held by Policy	Policy Requirement	Available Funds
101 - Potable Water Operations 201 - Potable Water Construction	(2,732,191)	18,485,476	9,997,207	
301 - Potable Water Replacement 603 - Rate Stabilization Fund	(=,: ==,===,	22,048,811 8,000,000	11,177,935 8,000,000	
Total Potable Water	(2,732,191)	48,534,288	29,175,142	16,626,955
102 - Recycled Water Operations 203 - Recycled Water Construction	297,344	11,867,105	1,100,143	
302 - Recycled Water Replacement Total Recycled Water	297,344	7,633,650 19,500,755	2,539,440 3,639,582	16,158,517
130 - Sanitation Operations 230 - Sanitation Construction	4,946,070	1,757,608	3,291,214	
330 - Sanitation Replacement	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	19,484,246	12,573,074	
Total Sanitation	4,946,070	21,241,855	15,864,287	10,323,637
701 - Vested Sick Leave Reserve 720 - Insurance Reserve	1,373,625	8,006,512	7,871,864	134,649
JPA	9,623,534	-,,-	,- ,-	
701 - Internal Services Fund	(1,469,971)			
Subtotal	12,038,412	97,283,410		
TOTAL	109,32	1,822		

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.

Potable Water Available Funds includes \$10,010,000 in loan proceeds for AMR/AMI



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Uniform Services: Contract Renewal

SUMMARY:

In February 2016, the Board authorized the General Manager to execute a three-year contract with Prudential Overall Supply, in the amount of \$60,000, for the supply of uniforms for District employees. In November 2018, the Board authorized the General Manager to execute a two-year contract renewal with Prudential Overall Supply, in the amount of \$50,000. The existing contract with Prudential expires in March 2021. Prudential has agreed to a one-year renewal at current pricing.

RECOMMENDATION(S):

Accept the proposal from Prudential Overall Supply, and authorize the General Manager to execute a one-year contract renewal, in the amount of \$25,000, for the supply of uniforms for employees.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The total cost of this action is \$25,000. Sufficient funds are available in the adopted Fiscal Year 2020-2021 Budget.

DISCUSSION:

The District has 63 positions that require employees to wear uniforms. To present a

consistent, professional appearance and positive image of the District, a uniform service is used to provide and launder the various uniform items. Uniform deliveries are required weekly at all four major District facilities: (1) Headquarters, (2) Rancho Las Virgenes Composting Facility, (3) Tapia Water Reclamation Facility, and (4) Westlake Filtration Plant. In addition to the standard shirt/pant uniform sets, employees are issued jackets, lab coats and coveralls, as needed. Bath towels, shop rags, and rubber-backed mats are also provided through the uniform contract.

In February 2016, the Board authorized the General Manager to execute a three-year contract with Prudential Overall Supply, in the amount of \$60,000, for the supply of uniforms for District employees. In November 2018, the Board authorized the General Manager to execute a two-year contract renewal with Prudential Overall Supply, in the amount of \$50,000. While unit pricing remained firm, the not-to-exceed amount was increased to allow for additional uniforms. The existing contract with Prudential expires in March 2021. Prudential has agreed to maintain its current pricing for another year.

A one-year renewal is recommended at this time due to current COVID-19 pandemic. If a formal Request for Proposals were issued at this time and resulted in award to a different vendor, uniform change-outs and in-person fittings would be required for all uniformed employees. Fittings would involve groups of employees gathering in the same area and extended close contact with other employees and vendor staff. A full uniform change out was conducted in 2019 as part of the current contract and is not recommended at this time. Additionally, the current contract allows for replacement of damaged or worn uniforms.

The recommended one-year renewal will guarantee current pricing and ensure employee safety through limited group exposure. A formal bid process or review will be conducted in December 2021.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prudential has consistently provided quality products and service throughout the contract term. A renewal will guarantee current pricing without the expense of a formal bid, while ensuring employee safety by limiting group exposure.

Prepared by: Gretchen Bullock, Purchasing Supervisor



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Photocopier Lease Agreements: Award

SUMMARY:

The leases on the District's five Xerox copiers expired in January 2021. After a review of the District's current copying needs, staff determined that only four copiers are needed to replace the five aged units, allowing for an overall cost savings. Staff recommends accepting a proposal from Document Systems, Inc., for Canon copiers with a 60-month base lease amount of \$48,815.10, calculated on a minimum of 4,000 copies per month, with a contingency amount of \$1,500 for additional copies at the stated rates.

RECOMMENDATION(S):

Accept the proposal from Document Systems, Inc. and Cannon Financial Services, Inc., and authorize the General Manager to execute a 60-month lease agreement, in the amount of \$50,315.10, for four Canon photocopiers.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The total cost of this action over the 60-month term is \$50,315.10, which includes \$1,500 in contingency for additional copies beyond 4,000 per month. The updated pricing will result in a monthly District cost-savings of \$1,412. Sufficient funds for the lease agreement are available in adopted Fiscal Year 2020-21 Budget and will be proposed in future year budgets.

DISCUSSION:

The leases on the District's five Xerox copiers expired in January 2020. After a review of the District's current copying needs, staff determined that only four copiers are needed to replace the five aged units, allowing for an overall cost savings. Staff recommends accepting a proposal from Document Systems, Inc., for Canon copiers with a 60-month base lease amount of \$48,815.10, calculated on a minimum of 4,000 copies per month, with a contingency amount of \$1,500 for additional copies at the stated rates.

Three major copier manufacturers were asked to provide pricing from competitively bid cooperative contracts. After a review of the proposals submitted, staff determined that the proposal from Document Systems, Inc., for Canon copiers provides the best value for the District. Document Systems provided the lowest overall cost based on pricing from National Association of State Procurement Officials (NASPO) Contract No. 140595. The lease amount for the copiers will be paid to Canon, while the per copy cost will be paid to Document Systems. Document Systems will provide the copier installation, training, maintenance and supplies.

Currently, there are three copiers in Building No. 8 (one color and two black and white), one black and white copier in Building No. 7 and one black and white copier at the Tapia Water Reclamation Facility. The proposed lease includes color copiers for all three locations with a single black and white copier for Building No. 8. This approach will provide more copy functionality at the District's major office facilities while eliminating the need for one black and white copier in Building No. 8.

Following is a summary of the proposals that were submitted.

Copier Replacements:			Monthly Copy			Estimate	
3 Color: HQ Main, Ops, & Tapia	PPC	PPC	Cost	Monthly	Estimated	Monthly	60 month
1 B&W: HQ Upstairs	B/W	Color	(1000 per machine)	Lease Amt	Taxes (9.5%)	Total	Lease total
Docusystems (Canon)	\$ 0.0040	\$ 0.0400	\$ 124.0000	\$ 619.0000	\$ 70.5850	\$ 813.5850	\$ 48,815.10
NASPO 140595							
Toshiba (requires 63 months)	\$ 0.0032	\$ 0.0352	\$ 108.8000	\$ 657.3900	\$ 72.7881	\$ 838.9781	\$ 50,338.68
REGIONAL COOPERATIVE AGREEMENT							
RCA-017-17010034							
COUNTY OF ORANGE							
Xerox	\$ 0.0056	\$ 0.0506	\$ 157.4000	\$ 710.4900	\$ 82.4496	\$ 950.3396	\$ 57,020.37
OMNIA R191104							

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Decreasing the number of copiers and utilizing a cooperative contract avoids the expense of a formal bid process and will result in significant cost-savings to the District.

Prepared by: Gretchen Bullock, Purchasing Supervisor



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject: Utility Billing Services: Contract Renewal

SUMMARY:

Since December 2016, the District has utilized the services of Infosend, Inc., for utility bill printing and mailing services. Staff recommends continuing the services with InfoSend by executing a new one-year agreement, in an annual amount equal to the actual cost of printing and mailing services estimated at \$116,000 plus tax, with three-one year renewal options.

RECOMMENDATION(S):

Accept the proposal from InfoSend, Inc., and authorize the General Manager to execute a one-year agreement, in an annual amount equal to the actual cost of printing and mailing services estimated at \$116,000 plus tax, with three-one year renewal options for utility bill printing and mailing services.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The actual cost of the services will vary based on the volume of printing and mailing but is currently estimated to be \$116,000 plus tax. Future year renewal options may include adjustments to account for inflationary effects in accordance with the terms of the agreement. Sufficient funds for the services are available in the adopted Fiscal Year 2020-21 Budget and will be recommended in future year budgets.

DISCUSSION:

Since December 2016, Infosend has provided utility bill printing and mailing services for the District. Staff recommends accepting the attached proposal from InfoSend based on its technical qualifications and cost that is in line with previous years. InfoSend provided the most references who also use Advanced Utility Systems, the same billing platform used by the District. Notable InfoSend customers include the cities of Corona, Fullerton, Santa Barbara and Santa Rosa. InfoSend's clients, as well as District staff, have received a high level of service and customer satisfaction.

Staff is requesting that a new agreement with Infosend be executed that provides for up to three one-year renewal options for a total of four years. Infosend is a preferred partner for integration with the District's billing system and has multiple mailing locations in Southern California. Other bill printing providers mail from locations outside the State of California, which can cause a delay in customers receiving their utility bills. Additionally, and based on staff's experience with obtaining quotes from other companies that provide similar services, Infosend's pricing has historically been and remains very competitive. For these reasons, staff did not seek proposals from other companies. Instead, the District proposes to waive the competitive solicitation process and award the services to Infosend upon approval by the Board.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

Prepared by: Ursula Bosson, Customer Service Manager

ATTACHMENTS:

Infosend Contractual Services Agreement Exhibit A Scope of Services Exhibit B Fee Schedule

Las Virgenes Municipal Water District/Agency AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this day of,
2021 by and between Las Virgenes Municipal Water District ("District"), and InfoSend, Inc.
("Contractor"). District and Contractor are sometimes individually referred to as "Party" and
collectively as "Parties." Parties do contract and agree as follows:

1. SCOPE.

1.1. <u>Scope of Services</u>.

This Agreement and its attachments set forth the terms under which Contractor shall, in good workmanlike and professional manner, perform the services described in the attached **Exhibit "A"** ("Scope of Services") for District.

- **1.2** <u>Labor and Equipment</u>. Contractor will furnish labor, equipment, and materials necessary to the work, except equipment and materials to be provided by District.
- 1.3 <u>Time of Work.</u> Contractor will perform Contractor's duties described in the Agreement during the hours of 6AM to 6PM Pacific Time, Monday through Friday excluding major national holidays. In any event, Contractor will perform Contractor's duties in a manner to avoid inconvenience to the users of the District's premises and to avoid interference with District's operations.

2. TERM AND COMPENSATION.

2.1. <u>Term</u>. The term of this Agreement shall be for a period of 3 Years from the Effective Date of this Agreement. The Agreement will extend for subsequent one-year renewal terms unless either party informs the other that it wishes not to renew at least 60 days before the end of the current term.

2.2 <u>Termination</u>.

- 2.2.1 The District may terminate or cancel this Agreement, in whole or in part, without liability to the District, if Contractor fails to perform in accordance with the requirements of Section 1 Scope, herein, or in the event of a substantial breach of any of the other terms or conditions hereof.
- 2.2.2 The District may terminate this Agreement on thirty (30) days 'written notice for any reason. If Agreement is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by Contractor. If Agreement is terminated by Contractor without cause, Contractor shall

reimburse District for additional costs to be incurred by District in obtaining the work from another Contractor.

2.3 <u>Compensation and Reimbursement</u>. District shall compensate and reimburse Contractor, including all reimbursable expenses, as provided in the attached **Exhibit "B"** ("Fee Schedule"). Contractor shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within thirty (30) days of District receipt of an accurate and approved invoice.

3. Responsibilities of Contractor.

- 3.1.1. <u>Independent Contractor</u>. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Contractor accomplishes such services. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
- 3.1.2. <u>Conformance to Applicable Requirements</u>. All work performed by Contractor shall be subject to the approval of District.
- 3.1.3. <u>No Subcontracts</u>. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- **3.1.4.** <u>Maintenance of Records</u>. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to fees and costs incurred for each assignment and shall make such materials available at its office at all reasonable times for three (3) years from the date of the close of each individual assignment under this Agreement, for inspection by District and copies thereof shall be furnished, if requested.
- 3.1.5. Ownership of Data, Reports, and Documents. Contractor shall deliver to District notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the District. Contractor is released from responsibility to third parties for the use by District of data, reports, and documents on other projects. Contractor may retain copies of such documents for its own use. The District may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

4. Laws and Regulations.

- 4.1. <u>Compliance with Applicable Law</u>. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.
- 4.2 <u>Eligibility for Employment in the United States</u>. Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Contractor to verify that persons employed by Contractor are eligible to work in the United States.
- 4.3. <u>Licenses, Permits, Etc.</u> Contractor represents and declares to District that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.
- 4.4. <u>Equal Opportunity Employment</u>. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

4.5. <u>Labor Code Provisions.</u>

4.5.1. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to the District a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site.

- 4.5.2. Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
- 4.5.3. <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

5. Indemnification.

To the fullest extent permitted by law, Contractor shall immediately indemnify and hold the District, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents in connection with the performance of the Contractor's services under this Agreement.

6. Insurance.

- 6.1.1. <u>Time for Compliance</u>. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.
- 6.1.2. <u>Minimum Requirements</u>. Contractor shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:
- (a) <u>Commercial General Liability</u>. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits

of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

- (b) <u>Automobile Liability</u>. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- (c) <u>Workers' Compensation Insurance</u>. Contractor shall maintain Workers 'Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (d) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.
- 6.1.3. All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors,

officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- (a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:
- (i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.
- (ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.
- (iii) Prior to start of work under this Agreement, Contractor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).
- (iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Director of Finance & Administration.
- (v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.
- (vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by District.

6.1.4. <u>Reporting of Claims</u>. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

7. General Provisions.

7.1.1. <u>Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District:	Contractor:
Las Virgenes Municipal Water District	InfoSend, Inc.
Attn:	ATTN: President
4232 Las Virgenes Road	4240 E La Palma Ave
Calabasas, CA 91302	Anaheim, CA 92807

7.1.2.

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 7.1.2. <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.
- 7.1.3. <u>District's Right to Employ Other Contractors</u>. District reserves the right to employ other Contractors in connection with this Project.
- 7.1.4. <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- 7.1.5. <u>Assignment or Transfer</u>. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District.
- 7.1.6. <u>Amendment</u>. This Agreement may not be altered or amended except in a writing signed by both Parties.

- 7.1.7. <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.
- 7.1.8. <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 7.1.9. <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.1.10. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.
- 7.1.11. <u>Attorneys 'Fees</u>. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys 'fees and all other costs of such action.
- 7.1.12. <u>Authority to Enter Agreement.</u> Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 7.1.13. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 7.1.14. <u>Integration</u>. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

[Signature Page following]

IN WITNESS WHEREOF, the Parties hereby have caufirst written above:	used this Agreement to be executed the date
APPROVED:	APPROVED:
Las Virgenes Municipal Water District	InfoSend, Inc.
David W. Pedersen	Russ Rezai
General Manager	President

EXHIBIT A SCOPE OF SERVICES

(SEE SEPARATE WORD DOCUMENT)

EXHIBIT B

FEE SCHEDULE

(SEE SEPARATE WORD DOCUMENT)

Exhibit A - Scope of Services

Agency will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.

Section 1. Scope of DPPM Service:

Data Transfer and Processing

- Agency to transmit data to InfoSend in an agreed upon format. Should Agency make changes to data file
 format after initial setup is complete it agrees to pay for the professional services required to accommodate
 the new file format.
- A File Transfer Report will be emailed to the Agency representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Agency will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Agency can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
 - o Apply CASS-certified address validation
 - o Comply with USPS requirements to obtain pre-sort automation rates
 - o InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Agency to be reviewed and approved before printing begins (if requested).

Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. The return envelope and any applicable inserts are included as well.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Agency representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Exhibit B Fee Schedule

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees may negotiate revised fees with the Agency once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. The Agency will be notified, in writing, at least 30 days prior to the proposed price increase. An amendment to this Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an Agreement amendment.

In addition to this, if Agency uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Agency will be notified, in writing, at least 30 days prior to such price increase.

Section 2. DPPM Fees:

Agency understands that print and mail production costs vary based on volume. The following InfoSend Fees are based on the estimated monthly volumes listed below. Should Agency's actual continuous volume be less than 70% of the volume estimates Agency has provided to InfoSend (listed below) then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Agency immediately and negotiate with Agency in good faith to pass on any increased production costs to Agency.

Sales tax is not included. Any applicable sales tax will be collected per government regulations.

InfoSend's Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

quo	oted later, if needed.		
	Turnkey Data Processing	Per Item	Options Below:
	Print & Mail service	Bills/Notices – 8.5 x 11 Format (Per Sheet) Est. Volume 25,000 documents/month Est. 4 Batches/month	
	Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are	Different options are available at different prices. Numbers fewer than 4 equal spot colors. This is the pricing for letter sized paper. The number 1=black or grey All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).	
	delivered to the USPS within one (1) business day. If samples (proofs) are requested, then the mailing will be completed within one day of sample approval.	1/0 or 1/1 Printing 2/1 or 2/2 Printing 4/1 Printing 4/4 Printing	\$0.057 \$0.059 \$0.062 \$0.065
Sé	day of cample approval.	Bills/Notices – 8.5 x 14 Format (Per Sheet)	
Primary Services	Excludes materials, sales tax (where applicable), and postage.	Different options are available at different prices. Numbers fewer than 4 equal spot colors. This is the pricing for legal sized paper. The number 1=black or grey All sheets are billed at the same rate; the price for the sheet with the	
Prima	A postage deposit will be required prior to go live.	highest number of colors is the applicable fee. 4 equals CMYK (full color).	
	For the quoted prices to apply InfoSend must have the right to combine data files	1/0 or 1/1 Printing 2/1 or 2/2 Printing 4/1 Printing 4/4 Printing	\$0.061 \$0.063 \$0.066 \$0.069
	sent by your organization with other files you have	Inline Inserts (Per Sheet)	
	sent, when possible. Higher pricing applies if files must be printed separately.	Price depends on the ink coverage in the insert artwork file. Price is quoted upon request for each insert. If legal sized paper is used for the bills then the Inline Inserts must be legal sized as well.	Subtract \$0.02 From Bill/Notice Prices
	Pricing assumes the use of	Multiple Page Mail Piece Surcharge – Handwork	\$0.30
	materials options listed in the below section.	This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.	

Postage (for all job types)	Pass Through
You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to get the presort discounts:	
Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.	\$0.30

Ма	Material Component Fees – Data Processing Print & Mail Service					
	Statement, Invoice, or Letter Paper Stock					
-	All Documents: white paper stock with or wind Paper is 8.5x11" or 8.5x14" and 24lb. Price includes.	Per Sheet				
			8.5x11"	\$0.014		
	All of your content will be digitally printed on the black, black plus one color, or full color per the the prior table that you select before implement	printing option from	8.5x14"	\$0.018		
	InfoSend Standard	d Window Envelopes	,			
s	Standard Window Envelopes	Per Standard Envelope				
Materials	These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the	#10 InfoSend Standard Double Window Outgoing		\$0.0193		
	envelope from being viewed. These envelopes also use sustainably logged paper (SFI).	#9 InfoS Single Window Ref	end Standard turn Envelope	\$0.0172		
	If you utilize the InfoSend standard #10 single window					
	Other E	invelopes				
	Custom Pre-printed #10 Outbound Envelope to match RFP Specs Envelo			\$0.0225		
	Custom Pre-printed #9 Envelope to match RFP Specs Per Envelope			\$0.0205		
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope. Per Flat Envelope			\$0.1635		

Optional Services

Optional Services		
Drop-Shipped Inserts & Inserting of InfoSend-Printed Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend- printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types as long as at least 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Drop Shipped Insert Per InfoSend Supplied Insert	\$0.01 \$
Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as "sniping" and usually used to print temporary content on a month or two worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you'd like to print – number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.	Per Envelope	TBD
Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months. The PDFs are accessed using a browser-based application that is accessed by logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. InfoSend has already established and utilizes API integration with Advanced CIS-Infinity Link for rendering fully composed documents within the portal. This service includes outbound mail tracking at no additional cost. You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills.	Per PDF (No Set- up Fee)	\$0.01 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.02 - For 24 Months of Retention \$0.026 - For 36 Months of Retention
FinalDoc CD This CD archiving service is a simple and cost effective way for you to retain document images long-term. You can search by account number or name. The documents are stored on the CD in PDF format. FinalDoc CD is used by your staff to look up individual documents.	Per CD	\$95.00 + Shipping & Handling
Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	\$150.00

InfoSend's Fees – Email eBilling Service		
Per Email Fee	Per Email	\$0.05
Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.		
Monthly Support Fee	Per Month	Waived
Per month fee to support the Email eBilling Service.		

InfoSend's Fees – Premium Email eBilling Service				
Per Email Fee	Per Email	\$0.06		
Per email sent. Includes creation of email bills and bill summaries based off InfoSend's database. InfoSend will provide a portal for Premium Email eBilling enrollment. Customers can self-enroll for Premium Email eBilling. Customers can also self-update the email address used with Premium Email eBilling.				
Monthly Support Fee	Per Month	Waived		
Per month fee to support the Premium Email eBilling Service.				



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject: Tract No. 53138 (Deerlake Ranch): Approval of Scope Change

SUMMARY:

On October 1, 2019, the District accepted a proposal from Envicom Corporation (Envicom), in the amount of \$28,562, for environmental services including preparing the environmental documents required pursuant to the California Environmental Quality Act (CEQA) for a proposed one million gallon (MG) tank for Tract No. 53138, Deerlake Ranch. A Mitigated Negative Declaration (MND) for the project was adopted on January 4, 2021. Staff recommends authorization for the Director of Engineering and External Affairs to execute Scope Change No. 5, which will provide funds for Envicom to respond to additional comments received after the MND adoption. Authorization is recommended for the Director of Engineering and External Affairs because the General Manager previously disclosed an actual or potential conflict of interest.

RECOMMENDATION(S):

Authorize the Director of Engineering and External Affairs to execute Scope Change No. 5 with Envicom Corporation, in the amount of \$600.00, to respond to additional public comments received on the Mitigated Negative Declaration for Tract No. 53138, Deerlake Ranch.

FISCAL IMPACT:

No

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

There is no financial impact associated with this action because the work is funded entirely by a deposit from the developer. The District received a developer's deposit, in the amount of

\$3,628.25. The developer deposit covers the \$2,555.25 fee to file the MND, and the cost of the proposed scope change. Pursuant to the miscellaneous fee schedule, the developer will pay the actual costs the District incurs to process the project, and any balances will be refunded to the developer as part of the project reconciliation process. Authorization of Scope Change No. 5 would increase the amount of the professional services agreement with Envicom Corporation to \$52,640.

DISCUSSION:

Project Background:

On September 11, 2017, the Board approved Revision No. 5 to the Water System Design Report (WSDR) for Tract No. 53138, Deerlake Ranch, located northeast of the Topanga Canyon Boulevard interchange with the 118 Freeway. The WSDR identified the need for 832 gallons per minute (gpm) of additional pumping capacity at the Twin Lakes Pump Station and approximately 600,000 gallons of additional storage in the Twin Lake subsystem. As a result, a 1 million gallon (MG) tank is proposed to replace the existing 400,000-gallon tank at the Twin Lakes Tank site. The new 1 MG tank would provide the additional storage needed in the subsystem as recommended in the WSDR.

The developer is responsible for the design of the project and shares financial responsibility for the environmental documentation required for the proposed pumping improvements and storage. The District is the lead agency for California Environmental Quality Act (CEQA). As the lead agency, the District is responsible for drafting and circulating the environmental documents, while the developer will be financially responsible for the work. On October 1, 2019, the District accepted a proposal from Envicom, in the amount of \$28,562, to complete the CEQA documents for the proposed 1 MG Twin Lakes Tank.

Following is a summary of the scope changes during the environmental documentation process:

Change In Scope No.1 (\$1,100):

Scope Change No. 1, for additional support for the tribal consultation required by Assembly Bill No. 52, and was administratively approved in the amount of \$1,100, or 3.8% of the contract amount.

Change in Scope No. 2 (\$2,415):

Scope Change No. 2, was approved by the Board on May 5, 2020, and was for the addition of a botanical spring survey. The botanical survey reported rare, threatened and endangered plant species and was filed as part of the environmental document.

Change in Scope No. 3 (\$14,368):

Scope Change No. 3, was approved by the Board on July 7, 2020. This change included analyses of air quality, noise, vibration and traffic impacts due to a new truck hauling route.

Change in Scope No. 4 (\$5,595):

Scope Change No. 4, was approved November 17, 2020. Scope Change No. 4 was to fund Envicom's efforts to respond to comments provided during the 30-day comment period, which were more extensive than originally anticipated.

Proposed Scope Change No. 5 (\$600):

The CEQA document was completed on September 1, 2020. A 30-day comment period commenced on September 10, 2020 and concluded on October 12, 2020. The District received comments from California Department of Transportation and the California Department of Fish and Wildlife during the 30-day comment period. Responses to the comments were provided in the environmental document adopted on January 4, 2020. On December 22, 2020, a letter was received from the Indian Springs Homeowner Association (HOA), in regards to the Notice of Intent letter dated August 27, 2020. The HOA letter was in reference to security concerns and aesthetics of the tank site. The comments did not materially affect the mitigation measures or the adoption of the MND. Staff recommends authorization for the Director of Engineering and External Affairs to approve Scope Change No. 5 to fund Envicom's additional time to respond to the comment that was received after the 30-day period.

The developer will pay actual costs the District incurs to process the project. Also, the developer reviews all change order requests before acceptance of the change order and submittal of a deposit. Any remaining developer deposit balance upon project completion is refunded to the developer as part of the account reconciliation.

All work performed by the District on Tract No. 53138, Deerlake Ranch, including the preparation of this recommendation, is being overseen by the Director of Engineering and External Affairs because the General Manager has disclosed an actual or potential conflict of interest on the project. As a result, the recommendation before the Board is for the Director of Engineering and External Affairs to approve the scope change. Additionally, the General Manager has confirmed that he has not participated in drafting, planning, negotiating, or recommending the action to be considered by the Board.

GOALS:

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

Prepared by: Mercedes Acevedo, Assistant Engineer

ATTACHMENTS:

Envicom Request for Scope Change No. 5



January 18, 2021

Las Virgenes Municipal Water District 4232 Las Virgenes Road Calabasas, CA 91302

Attn: Ms. Mercedes Acevedo

Subj: Change Order Request for the Twin Lakes Water Tank Replacement Project Final MND

Hearing Support (Envicom Project #2020-063-01 previously #49-058-101)

Dear Ms. Acevedo:

Sincerely,

Thank you for the opportunity to provide this scope and cost Change Order request for providing support and documentation to the District in preparation for the Board meeting to consider approval of the Twin Lakes Water Tank Replacement Project (project) and adoption of the project's Final MND. As the project has been approved, and the MND adopted (pending expiration of the statute of limitations for an appeal), we understand that this additional effort concludes our participation in this particular project and look forward to providing our services to the District in the future.

Following the close of the public comment period for the project MND, the District received a comment letter from a homeowners association (HOA) representing residents near the proposed tank replacement location. The District requested Envicom Corporation (Envicom) to review the letter and provide feedback as to the relevance of the comments to the MND analysis. In coordination with the District, Envicom prepared a set of talking points to address the stated concerns of the HOA letter.

The time to review the HOA letter and prepare the response was not anticipated in our previously authorized scope of work and budget. Therefore, we respectfully request authorization of an additional \$600.00 to cover our time for preparation of the talking points and coordination with the District.

We appreciate the opportunity to serve the District, and look forward to providing you with our services in the future.

Travis Cullen
President

Authorization to Proceed (signature)

Date

















February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject: Stationary Emergency Generator Project, Land Acquisition: Approval of

Scope Change No. 2

SUMMARY:

On November 18, 2019, the District executed a professional services agreement with Hamner and Jewell, in the amount of \$25,850. The original scope of work consisted of assisting the District to acquire a small portion of land from Los Angeles County Department of Parks and Recreations (LACDPR) for the Seminole Pump Station Emergency Generator. On November 17, 2020, the Board approved Change in Scope No. 1, which authorized Hamner and Jewell to assist with the acquisition of property from the City of Hidden Hills for the stationary emergency generator at the Jed Smith Pump Station.

Change in Scope No. 2 is recommended in order to obtain a title report for the property from the City of Hidden Hills. Staff also recommends that the Board authorize the General Manager to sign and notarize the minor lot line adjustment application for submittal to the City of Hidden Hills. The stationary emergency generators are intended to support the continuous operation of the stations during a loss of grid power. The project will enhance water system reliability during power outages related to Public Safety Power Shutoff (PSPS) events, wildfires, earthquakes and other natural disasters.

RECOMMENDATION(S):

Authorize the General Manager to execute Scope Change No. 2 for Hamner and Jewell to obtain a title report, in the amount of \$5,035; and to sign and notarize a minor lot line adjustment application for submittal to the City of Hidden Hills for Jed Smith Pump Station as part of the Stationary Emergency Generator Project

FISCAL IMPACT:

Yes

ITEM BUDGETED:

FINANCIAL IMPACT:

Sufficient funds are available for the work in the adopted Fiscal Year 2020-21 Budget.

DISCUSSION:

The Woosley Fire, which burned through the western portion of Los Angeles County and the eastern portion of Ventura County in November of 2018, impacted 66% of the District's service area. During the fire, multiple water system facilities experienced power outages that affected the District's ability to deliver water to customers. To increase system reliability in the event of future power outages, staff recommended procuring stationary generators at four critical potable water pump stations: Seminole, Cold Canyon, Jed Smith, and Twin Lakes. The District has already procured two 200 kW portable emergency generators to increase system reliability during power outages. However, the portable generators do not have sufficient capacity to operate some of the District's larger pump stations, and access to some of the stations may be challenging during an emergency. The project will enhance water system reliability during power outages caused by Public Safety Power Shutoff (PSPS) events, wildfires, earthquakes, and other natural or manmade disasters.

During the preliminary design process for the Stationary Emergency Generator Project, it was discovered that the property limits at the Seminole and Jed Smith Pump Stations do not provide the required clearance to accommodate a stationary emergency generator. Property acquisition is needed in order to provide adequate space and clearances. Los Angeles County Department of Parks and Recreations (LACDPR) owns the property adjacent to Seminole Pump Station needed for the stationary generator. The Mountains Restoration Trust also owns a conservation easement on the property surrounding the Seminole Pump Station but indicated no future conservation efforts are planned for the requested property. The grant deed, legal description, and appraisal report are currently under review by LACDPR. Hamner and Jewell was hired by staff to assist with the property acquisition adjacent to Seminole Pump Station.

The City of Hidden Hills owns the property adjacent to Jed Smith Pump Station. Staff contacted representatives of the City of Hidden Hills and Hidden Hills Community Association (HHCA) to discuss the possibility of a land transfer. After meetings with the City of Hidden Hills and the HHCA, the City suggested that the property acquisition be processed as a lot line adjustment. The Board authorized Scope Change No. 1 to Hamner and Jewell, in the amount of \$16,780, on November 17, 2020, for consulting services to facilitate the lot line adjustment.

At this time, Change Order No. 2 is recommended to procure the preliminary title report for the City of Hidden Hills property. The original estimate for obtaining the report was \$715; however, the actual cost is \$5,750 due to the need for chain of title research that was not originally anticipated. The chain of title research is needed to identify potential water right claims, as the former owners may have owned an interest in the mutual water company that once provided water service to the area. Staff recommends approval of Scope Change No. 2, in the amount of \$5,035, to obtain the title report from the property to facilitate the lot line adjustment for the Jed Smith Pump Station. The scope change will increase the amount of the existing professional services agreement from \$42,630 to \$47,665.

Following is a summary of the remaining steps to achieve the lot line adjustment once the title report is received for the Jed Smith Pump Station property.

- 1. Completion of the legal description and plat.
- 2. Submittal of a minor lot line adjustment application to the City for review.
- 3. Approval by the Hidden Hills City Council.
- 4. Acceptance of property by the District.
- 5. Completion of Certificate of Compliance by the City of Hidden Hills.
- 6. Submittal of the final lot line adjustment to Los Angeles County for recordation.

Staff recommends that the Board approve the scope change and authorize the General Manager to sign and notarize the minor lot line adjustment application for submittal to the City of Hidden Hills.

Staff will continue with its outreach efforts in coordination with the City of Hidden Hills and HHCA. A presentation was provided to the residents with homes adjacent to the Jed Smith Pump Station and was well-received. Also, a presentation was provided to HHCA on November 16, 2020, with a follow-up meeting conducted on December 17, 2020.

GOALS:

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

Prepared by: Mercedes Acevedo, Assistant Engineer, E.I.T.

ATTACHMENTS:

Scope Change No. 2



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459 Writer's email address: hjohnson@hamner-jewell.com

AUTHORIZATION FOR PRELIMINARY TITLE REPORT(S)

TO:	Mercedes Acevedo Las Virgenes Municipal V EMAIL: macevedro@lv			
DATE:	January 19, 2021			
FROM:	Heather Johnson Hamner, Jewell & Associ	EMAIL: hjohnson@hamner-jewell.com ates		
PROJECT:	Seminole Pump Station (.	Jed Smith LLA)		
ASSESSOR'S PA NUMBER(S) & C		County of Los Angeles • APN 2049-027-900 (City of Hidden Hills)		
TITLE COMPA	NY:	Priority Title Co		
EXPECTED FER COST QUOTE:	EXPECTED FEE PER TITLE COMPANY COST QUOTE: [Note: Fee to be credited toward cost of title insurance policy if policy is ordered within 18 months of the date of the Preliminary Title Report.]			
COMMENTS & ADDITIONAL INFORMATION:		 □ This cost is within contract budget. ☑ This cost exceeds contract budget by \$5,035 and requires additional budget authorization. Report should be delivered within 14 days of order. 		
IF ANY QUESTI	ONS, CONTACT:	Heather Johnson		
To approve and authorize these title report orders, please sign the authorization box immediately below and return this form to us at your earliest convenience. Upon return of the signed authorization, we will contact the title company and order the Report(s) that you authorize.				
Client hereby requests the ordering of title report(s) from Priority Title Company and agrees to promptly reimburse Hamner, Jewell & Associates for these expenses, in accordance with the terms of our contract (if any). If the cost authorized herein exceeds the existing contract budget, this authorization constitutes a Change Order authorization for additional services in the amount of \$5,035.				
The undersigned signatory warrants they are an authorized signatory for Client and signature hereon binds Client to the cost commitments stated.				
Las Virgenes Mu	Las Virgenes Municipal Water District			
BySignature	Signature by authorized client representative Date:			

Thank you!





REVISION NO. 1

Regular Board Meeting February 9, 2021 12:00 p.m.

Tuesday, February 9, 2021			
ruesuay, rebi	uary 3, 202 i		
Meeting So	Meeting Schedule		
9:30 AM	L&C		
3.50 AIII	Lao		
10:30 AM	OP&T		
11:30 AM	Drook		
11:30 AW	Break		
12:00 PM	Board		

Live streaming is available for all board and committee meetings on our mwdh2o.com website (Click to Access Board Meetings Page)

Public Comment Via Teleconference Only: Members of the public may present their comments to the Board on matters within their jurisdiction as listed on the agenda via teleconference only. To participate call (404) 400-0335 and use Code: 9601962.

MWD Headquarters Building	0	700 N. Alameda Street	0	Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: Kevin Webb, Team Manager, Real Property Group
- (b) Pledge of Allegiance: Director Ardy Kassakhian, City of Glendale

2. Roll Call

3. Determination of a Quorum

4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Government Code Section 54954.3(a))

5. OTHER MATTERS AND REPORTS

- A. Report on Directors' events attended at Metropolitan expense for month of January 2021
- B. Chairwoman's Monthly Activity Report

- C. Induction of new Director Thai Phan from the City of Santa Ana
 - (a) Receive credentials
 - (b) Report on credentials by General Counsel
 - (c) File credentials
 - (d) Administer Oath of Office
 - (e) File Oath
- D. Induction of new Director Anthony R. Fellow from Upper San Gabriel Valley Municipal Water District
 - (a) Receive credentials
 - (b) Report on credentials by General Counsel
 - (c) File credentials
 - (d) Administer Oath of Office
 - (e) File Oath
- E. General Manager's summary of activities for the month of January 2021
- F. General Counsel's summary of activities for the month of January 2021
- G. General Auditor's summary of activities for the month of January 2021
- H. Ethics Officer's summary of activities for the month of January 2021

CONSENT CALENDAR ITEMS — ACTION

6. CONSENT CALENDAR OTHER ITEMS — ACTION

- A. Approval of the Minutes of the Meeting for January 12, 2021 and the Corrected Minutes of the Meeting for December 8, 2020 (Copies have been submitted to each Director)
 Any additions, corrections, or omissions
- B. Approve Commendatory Resolution for Director Jose Solorio representing the City of Santa Ana

- C. Approve Commendatory Resolution for Director Charles Treviño representing Upper San Gabriel Valley Municipal Water District
- D. Approve committee assignments

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Award \$2,418,149 contract to Metro Builders & Engineers Group, Ltd. to upgrade the sodium hypochlorite feed system at the Garvey Reservoir; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (E&O)
- 7-2 Review and consider the Western Municipal Water District of Riverside County's approved and adopted Final Mitigated Negative Declaration and Addendum and take related CEQA actions, and Authorize the General Manager to enter into a Stormwater for Recharge Pilot Agreement with Western Municipal Water District of Riverside County for the Enhanced Monitoring of the Victoria Recharge Basin Project. (WP&S)
- 7-3 Review and consider the City of Bell Gardens' approved and adopted Final Mitigated Negative Declaration and Addendum and take related CEQA actions, and authorize the General Manager to enter into a Stormwater for Recharge Pilot Agreement with Central Basin Municipal Water District and the City of Bell Gardens. (WP&S)
- 7-4 Review and consider the Department of Water Resources' certified Final Environmental Impact Report and take related CEQA actions and approve the State Water Project Contract Amendment for Water Management. (WP&S)
- 7-5 Authorize: (1) agreement with the State Water Contractors, Inc. to pursue 2021 Sacramento Valley water transfer supplies; and (2) \$5 per acre-foot initial administrative deposit not-to-exceed \$500,000; the General Manger has determined that the proposed action is exempt or not subject otherwise subject to CEQA. (WP&S)

END OF CONSENT CALENDAR ITEMS

8. OTHER BOARD ITEMS — ACTION

(Added)

8-1 Report on San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case Nos. CPF-10-510830, CPF-12-512466, CPF-14-514004, CPF-16-515282, CPF-16-515391, CGC-17-563350, and CPF-18-516389; the appeals of the 2010 and 2012 actions, Court of Appeal for the First Appellate District Case Nos. A146901, A148266, and A161144, and California Supreme Court Case No. S243500; the petition for extraordinary writ in the 2010 and 2012 actions. Court of Appeal for the First Appellate District Case No. A155310; and the petition for extraordinary writ in the second 2016 action, Court of Appeal for the First Appellate District Case No. A154325 and California Supreme Court Case No. S251025; and authorize increase in maximum amount payable under contract for legal services with Horvitz & Levy, LLP in the amount of \$300,000 for a total amount not to exceed \$900,000; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (L&C) [Conference with legal counsel existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

The following item was distributed to the board of directors, via US Mail, with the exception of the San Diego County Water Authority representatives due to the specific nature of the subject matter

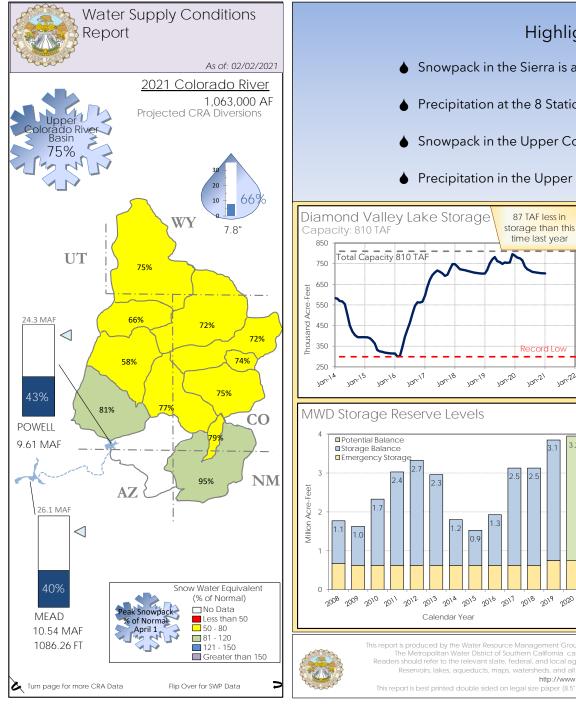
9. BOARD INFORMATION ITEMS

- **9-1** Update on Conservation Program
- 10. FOLLOW-UP ITEMS
- 11. FUTURE AGENDA ITEMS
- 12. ADJOURNMENT

NOTE: Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parentheses at the end of the description of the agenda item e.g., (E&O, F&I). Committee agendas may be obtained from the Board Executive Secretary.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site http://www.mwdh2o.com.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.



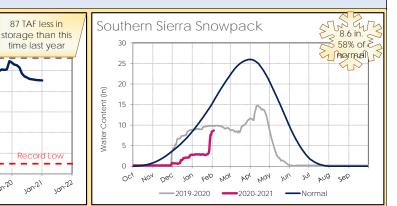
Highlights

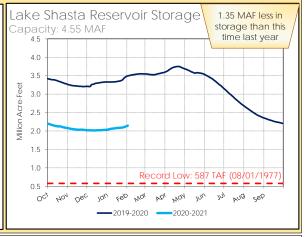
♦ Snowpack in the Sierra is at 68% of normal

87 TAF less in

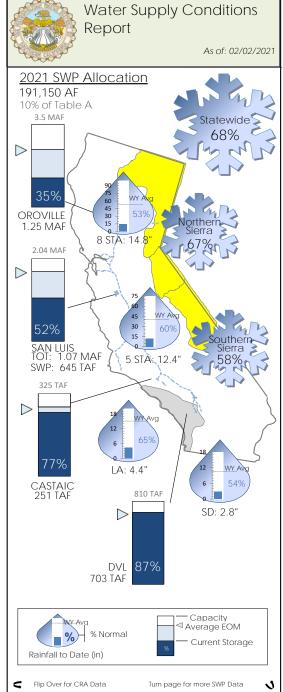
time last year

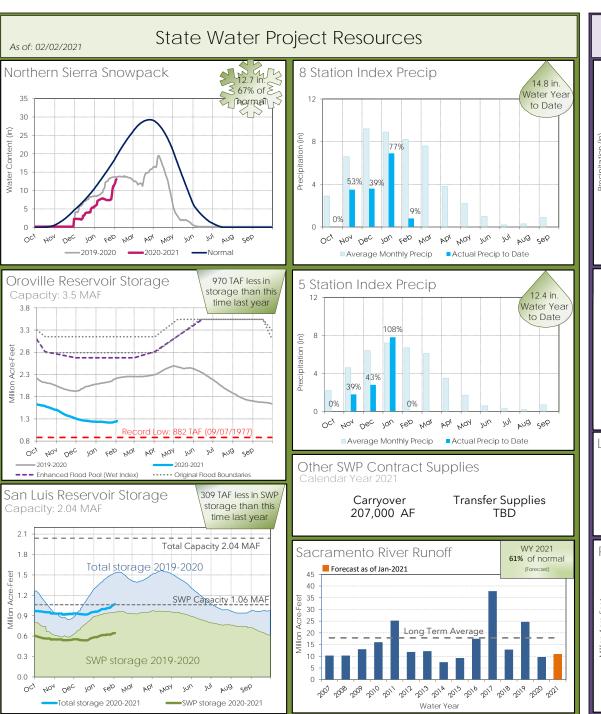
- ♦ Precipitation at the 8 Station Index is at 53% of normal
- ♦ Snowpack in the Upper Colorado is at 75% of normal
- ♦ Precipitation in the Upper Colorado is at 66% of normal

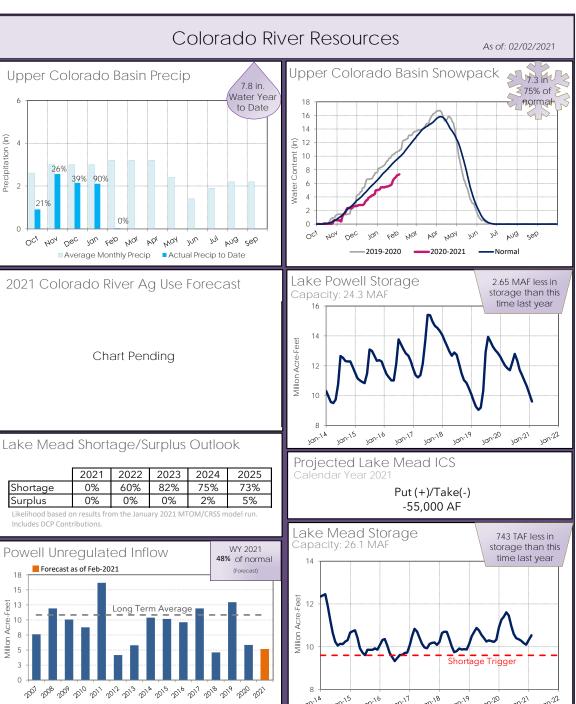














February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors FROM: General Manager

Subject: Response to Coronavirus (COVID-19) Pandemic: Continuation of

Emergency

SUMMARY:

On March 24, 2020, the Board adopted Resolution No. 2572, declaring a state of emergency for the District's service area due to the coronavirus (COVID-19) pandemic and authorizing actions to support the response and recovery effort. On April 21, 2020, the Board adopted Resolution No. 2574, amending and reenacting the declaration of a local state of emergency and authorizing interest-free flexible payments plans for up to 24 months. On May 19, 2020, the Board adopted Resolution No. 2576, amending and reenacting the declaration of a local state of emergency and authorizing a waiver of service initiation fees for commercial customers who temporarily closed their accounts due to hardships associated with COVID-19. Subsequently, on June 16, 2020, the Board adopted Resolution No. 2578, amending and reenacting the declaration of a local state of emergency and authorizing a partial credit to commercial hotel customers for fixed sewer charges for the months of April and May 2020 with a maximum 50 percent reduction of the charges.

Section 2-6.402 of the Las Virgenes Municipal Water District Code requires that once the Board has declared an emergency, it must determine by a 4/5's vote at each subsequent regular Board meeting whether to continue or terminate the authorization for emergency. Staff recommends that the emergency declaration be continued.

RECOMMENDATION(S):

Approve the continuation of an emergency declaration for response to the coronavirus (COVID-19) pandemic.

FISCAL IMPACT:

No

ITEM BUDGETED:

DISCUSSION:

Resolution Nos. 2572, 2574, 2576, and 2578 authorized and directed the General Manager to temporarily grant relief to District customers, as follows:

- Avoid shutting off water service for non-payment;
- Discontinue the issuance of door tags and associated fees for non-payment;
- Waive late charges for past due water and wastewater bills; and
- Authorize interest-free flexible payment plans for up to 24 months.
- Authorize waiving service initiation fees for commercial customers who temporarily closed their accounts due to hardship associated with COVID-19
- Authorize a partial credit to commercial hotel customers for fixed sewer charges for the months of April and May 2020 with a maximum 50 percent reduction of the charges.

At the Board meeting, staff will provide a comprehensive update on the District's response to the coronavirus (COVID-19) pandemic, including the following items:

- Response actions taken to-date;
- Effectiveness of the above-described actions;
- Feedback received from customers; and
- Billing and financial metrics.

GOALS:

Provide Safe and Quality Water with Reliable Services

Prepared by: David W. Pedersen, General Manager



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors FROM: General Manager

Subject: Salary Resolution and Management Handbook Update: Approval and

Adoption

SUMMARY:

Annually, the Board adopts a resolution establishing salary ranges for all District positions based on approved Memorandums of Understanding (MOUs). On January 29, 2019, the Board approved a three-year MOU with the Service Employees International Union, Local 721 (SEIU), General and Office Units. Subsequently, on March 12, 2019, the Board approved a three-year MOU with the Manager, Supervisor, Professional and Confidential Employees Association. The terms of the MOUs included salary increases, effective the beginning of the first pay period following January 1, 2021, based on the October 2019 to October 2020 Consumer Price Index (CPI), with a minimum 2% increase and a maximum 3.5% increase. The actual CPI for the subject period increased by 0.7%; therefore, a 2% salary increase is reflected in proposed Resolution No. 2588.

In addition, the General Manager recommends that the Board approve the same adjustment (2% increase) for the District's unrepresented employees. No change is proposed for the General Manager. Also, the General Manager recommends minor updates to the Management Handbook, which outlines the benefits provided to unrepresented employees.

RECOMMENDATION(S):

Pass, approve and adopt proposed Resolution No. 2588, establishing salaries for employees; and approve the updated Management Handbook.

RESOLUTION NO. 2588

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT ESTABLISHING SALARIES FOR EMPLOYEES

(Reference is hereby made to Resolution No. 2588 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:

Sufficient funds are available in the adopted Fiscal Year 2020-21 Budget and will be recommended in future year budgets.

DISCUSSION:

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

Annually, the Board adopts a resolution to document the approved salaries for District employees. When the Board adopted the Fiscal Year 2020-21 Budget on June 16, 2020, a salary resolution was not included due to the timing of the approved future increases and in an effort to align the resolution with the annual changes. The attached proposed Resolution No. 2588 reflects salaries approved by the Board through December 31, 2021 for the District's represented employees pursuant to the terms of the existing MOUs and incorporates the same adjustment for the District's four unrepresented employees.

Unrepresented employees currently receive benefits outlined in the Management Handbook that are generally similar to those provided to represented employees. Revisions to the Management Handbook are proposed as it relates to sick leave cash out options, the physical fitness benefit, floating holidays, teleworking and participation in a post-employment health savings account for any amounts cashed. Attached for reference are redlined and clean version of the updated Management Handbook.

GOALS:

Assure a Quality, Continually Improving Workforce

Prepared by: Sherri Paniagua, Human Resources Manager

ATTACHMENTS:

Proposed Resolution No. 2588

Updated Management Handbook - Redlined Version

Updated Management Handbook - Clean Version

RESOLUTION NO. 2588

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT ESTABLISHING SALARIES FOR EMPLOYEES

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

Section 1. Purpose and Scope

This resolution establishes salary levels for employees.

Section 2. General and Office Unit Classifications: Effective January 9, 2021

(a) Effective January 9, 2021, classifications in the General Unit and Office Unit shall be paid between the following starting and ending hourly salaries.

Classification	Starting Salary	Ending Salary
Accounting Technician	\$27.80	\$38.32
Accounting Technician (Payroll)	\$34.25	\$47.24
Administrative Assistant	\$28.36	\$39.10
Backflow Inspector	\$33.58	\$46.30
Chief Water Treatment Plant Operator	\$39.38	\$54.30
Collections Systems Mechanic I	\$28.64	\$39.48
Collections Systems Mechanic II	\$33.25	\$45.85
Compliance Inspector	\$33.58	\$46.30
Compost Operator	\$26.71	\$36.83
Compost Worker	\$23.24	\$32.04
Computer Support Specialist	\$30.71	\$42.34
Cross Connection Inspector	\$35.29	\$48.66
Customer Service Representative	\$25.93	\$35.75
Electrical/Instrumentation Technician I	\$31.01	\$42.76
Electrical/Instrumentation Technician II	\$36.01	\$49.64
Electrician	\$32.57	\$44.91
Facilities Inspector	\$36.73	\$50.64
Facilities Maintenance Worker	\$27.80	\$38.32
Field Customer Service Representative I	\$23.24	\$32.04
Field Customer Service Representative II	\$25.67	\$35.39
Fleet Technician	\$30.70	\$42.34
GIS Coordinator	\$41.38	\$57.06
Laboratory Assistant	\$28.64	\$39.48
Laboratory Technician I	\$31.63	\$43.62
Laboratory Technician II	\$36.73	\$50.64
Maintenance Mechanic I	\$28.64	\$39.48
Maintenance Mechanic II	\$33.25	\$45.85

Notwork and Cooughty Technician	¢24.22	¢42.40
Network and Security Technician	\$31.32	\$43.19
Planning & New Development Technician	\$33.58	\$46.30
Resource Conservation Specialist I	\$25.67	\$35.39
Resource Conservation Specialist II	\$29.51	\$40.69
Senior Accounting Technician	\$34.25	\$47.24
Senior Electrical/Instrumentation Technician	\$38.98	\$53.76
Senior Field Customer Service Representative	\$31.32	\$43.19
Senior Maintenance Mechanic	\$36.01	\$49.64
Senior Water Construction Specialist	\$34.95	\$48.18
Senior Water Distribution Operator	\$37.46	\$51.65
Senior Water Reclamation Plant Operator	\$37.46	\$51.65
Senior Water Treatment Plant Operator	\$38.98	\$53.76
Storekeeper	\$29.51	\$40.69
Systems Coordinator	\$41.38	\$57.06
Technical Services Support Specialist	\$31.63	\$43.62
Technology Support Specialist	\$31.32	\$43.19
Water Distribution Operator I	\$25.67	\$35.39
Water Distribution Operator II	\$28.36	\$39.10
Water Distribution Operator III	\$35.29	\$48.66
Water Reclamation Plant Operator I	\$28.36	\$39.10
Water Reclamation Plant Operator II	\$34.60	\$47.71
Water Reclamation Plant Operator in Training	\$26.71	\$36.83
Water Treatment Plant Operator I	\$25.67	\$35.39
Water Treatment Plant Operator II	\$28.36	\$39.10
Water Treatment Plant Operator III	\$35.29	\$48.66

(b) Whenever possible, personnel will be hired at the above listed starting salary. With the approval of the General Manager, advanced step placement is possible to recruit an exceptionally well qualified candidate or to complete a difficult recruitment. Employees will be subject to annual merit review for possible increases.

Section 3. Supervisor, Professional & Confidential Unit Classifications: Effective January 9, 2021

(a) Effective January 9, 2021, classifications in the Supervisor, Professional & Confidential Unit shall be paid between the following starting and ending hourly salaries.

Classification	Starting Salary	Ending Salary
Accountant	\$39.94	\$51.93
Administrative Services Coordinator	\$49.25	\$64.02
Assistant Engineer	\$45.47	\$59.11
Associate Engineer	\$51.74	\$67.28
Chief Water Reclamation Plant Operator	\$49.73	\$64.66
Compost Operations Supervisor	\$49.25	\$64.02

Construction Supervisor	\$49.25	\$64.02
Customer Service Office Supervisor	\$48.27	\$62.75
Customer Service Operations Supervisor	\$49.25	\$64.02
Customer Service Program Supervisor	\$49.25	\$64.02
Electrical/Instrumentation Supervisor	\$49.25	\$64.02
Facilities Maintenance Supervisor	\$49.25	\$64.02
Financial Analyst I	\$38.02	\$49.42
Financial Analyst II	\$43.69	\$56.81
Human Resources Analyst I	\$38.78	\$50.41
Human Resources Analyst II	\$44.56	\$57.95
Laboratory Supervisor	\$48.75	\$63.39
Management Analyst I	\$38.78	\$50.41
Management Analyst II	\$44.56	\$57.95
Network & SCADA Analyst	\$48.27	\$62.75
Principal Technology Analyst	\$54.70	\$71.12
Public Affairs Associate I	\$38.78	\$50.41
Public Affairs Associate II	\$44.56	\$57.95
Purchasing Supervisor	\$48.27	\$62.75
Resource Conservation Supervisor	\$49.25	\$64.02
SCADA Analyst	\$48.27	\$62.75
Senior Accountant	\$48.27	\$62.75
Senior Engineer	\$60.67	\$78.89
Systems Analyst	\$49.73	\$64.66
Technical Services Support Supervisor	\$49.25	\$64.02
Water Systems Supervisor	\$49.25	\$64.02
Water Quality Supervisor	\$49.73	\$64.66

(b) Starting and ending figures establish pay limits with no fixed intermediate steps. Movement of an employee between the figures shall be based on performance and in accordance with the Unit's collective bargaining agreement.

Section 4. Management Unit Classifications: Effective January 9, 2021

(a) Effective January 9, 2021, classifications in the Management Unit shall be paid between the following starting and ending hourly salaries.

Classification	Starting Salary	Ending Salary
Customer Services Manager	\$60.67	\$84.95
Executive Assistant/Clerk of the Board	\$50.72	\$71.01
Facilities Manager	\$60.67	\$84.95
Facilities Manager/Engineer	\$65.71	\$91.98
Finance Manager	\$60.67	\$84.95
Finance Manager/CPA	\$65.71	\$91.98
Information Systems Manager	\$65.71	\$91.98
Principal Engineer	\$65.71	\$91.98

Public Affairs & Communications Manager	\$60.67	\$84.95
Resource Conservation Manager	\$60.67	\$84.95
Water Reclamation Manager/Engineer	\$65.71	\$91.98
Water Systems Manager	\$60.67	\$84.95
Water Systems Manager/Engineer	\$65.71	\$91.98

(b) Starting and ending figures establish pay limits with no fixed intermediate steps. Movement of an employee between the figures shall be based on performance and in accordance with the Unit's collective bargaining agreement.

Section 5. Unrepresented Classifications: Effective January 9, 2021

(a) Effective January 9, 2021, classifications that are unrepresented shall be paid between the following starting and ending hourly salaries.

Classification	Starting Salary	Ending Salary
Director of Facilities & Operations	\$81.49	\$124.34
Director of Finance & Administration	\$81.49	\$124.34
Director of Engineering & External Affairs	\$81.49	\$124.34
Human Resources Manager	\$64.42	\$91.98

(b) Starting and ending figures establish pay limits with no fixed intermediate steps. Movement of an employee between the figures shall be based on performance and with the approval of the General Manager.

Section 6. Employment Contract Positions

(a) The General Manager position will be paid in accordance with a signed and approved employment contract to be amended by the Board as deemed necessary.

Classification	Hourly Rate	Annual Salary
General Manager	\$144.80	\$311,734.42

Section 7. Temporary Positions

- (a) Temporary positions are not eligible for benefits other than salary; and temporary part-time positions shall be paid in accordance with the type of work performed.
- (b) Student Workers shall be paid in accordance with the current California Minimum Wage.
- (c) Interns:
 - (1) Candidates for Bachelor degree programs shall be paid \$16.50 per hour.
 - (2) Candidates for Master degree programs shall be paid \$18.50 per hour.
 - (3) Candidates for Doctoral degree programs shall be paid \$20.50 per hour.

PASSED, APPROVED AND ADOPTED this 16th day of February 2021.

	Jay Lewitt, President
ATTEST:	APPROVED AS TO FORM:
Lee Renger, Secretary	Olivarez Madruga Lemieux and O'Neill, District Counsel
(SEAL)	



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

For

Department Heads Directors
& Human Resources Manager

Effective January 4, 20205, 2021

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LVMWD LEADERSHIP MODEL

Leadership	Supporting Behavior
Principle Poing Foir	I will
Being Fair	 Assign duties fairly Promote fairness in the application of District policies and procedures Willingly explain to others the basis for my decisions
	4. Show consistency in my actions5. Treat others as I would like to be treated
Demonstrating Commitment	 I will Support decisions made by my Department, the District or the Board Support the efforts of other Departments Support and follow through on my commitments and decisions to my Employees
Daire a Danas and ibla	4. Make timely decisions
Being Responsible and Accountable	 I will Lead by example Accept total responsibility for my own actions Acknowledge my own mistakes and not blame others
	4. Provide input on topics of concern <i>before</i> decisions are made5. Inform others as soon as I know when I cannot keep a commitment or promise.
	Regularly give my employees complete and accurate information on their performance along with clear and concise expectation of future performance.
	 Continue my personal growth in management, my professional field, as well as water/wastewater management through education, certification and participation in professional associations
Having Integrity	I will
	 Keep my word and commitments Say what I mean and mean what I say; have the courage to be forthright and straightforward
	 3. Set and enforce high standards for services and products we receive from others or distribute from my work group 4. Set/develop high standards for hiring/promoting people
	5. Support and follow the intent of District policies and procedures6. Conduct myself at the highest level of ethical standards
Being an Effective Communicator	Speak clearly and concisely; make my message and intent easy to understand
	Regularly and frequently inform those who should know of my work progress and intentions
	 Regularly and frequently give each member of my staff pertinent feedback on how they are performing with suggestions for improvement when appropriate
	Be an active listener, demonstrating understanding without judging or criticizing the other person
	Be an active participant in meetings; when I have nothing to add I will invite quiet members to contribute

Leadership	Supporting Behavior
Principle	
Being Innovative	I will
and Encouraging Innovation	Ask myself and employees "What is the right thing to be doing" before starting any new assignment
	Not whine about what is wrong; I will look for ways to be part of the solution
	Encourage new ideas and methods from others
	4. Not criticize new ideas; I will help others think through their ideas by asking for the "pros' and "cons" of new ideas
	5. Spend at least 5% of my work time staying up-to-date on industry trends by reading, attending conferences, visiting other agencies, talking with others in the industry, etc.
Being a Mentor	I will
	Review the developmental needs of each employee at least annually and work with each employee to create a development plan that is appropriate for him or her
	Make sure employees get the training opportunities they need and I will meet with each of them before and after training to make sure they use the training
	Work with other groups and Departments to make sure employees receive needed cross-training
	When an employee makes a mistake ask what he or she learned and how can it be prevented from happening again
	5. Be available to other employees outside my own work area to be a good active listener or to share my experiences, strategies and successes
Developing and	I will
Supporting Effective Teams	Hold a team meeting at least once every two weeks; stay within time limits (e.g. 30 minutes)
	Share what I know from other District sources
	Invite each person in the team to participate by sharing what they are doing or by asking questions
	Recognize those who make contributions, especially those who have new or different ideas
	 Not tolerate disparaging comments by team members toward each other or other staff
	Ask the team at each meeting if there is anything we can be doing better

WHAT POSITIONS ARE COVERED BY THE MANAGEMENT HANDBOOK?

Positions covered by benefits contained in this Management Handbook are:

	Supervisory Responsibility	Exempt under FLSA
Department Head Director Director of Facilities & Operations Director of Finance & Administration Director of Engineering and External Affairs Resource	Yes Yes Yes	Yes Yes Yes
Other Human Resources Manager	Yes	Yes

BEREAVEMENT LEAVE

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

CELLULAR TELEPHONE

In lieu of a District-provided cellular telephone, Department Directors will receive a stipend of \$60 per month, payable monthly through the District's payroll system. Cellular telephones must be capable of -voice, text, and data communications, including the sending and receiving of District electronic -mail.

DEFERRED COMPENSATION PLAN

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

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

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

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

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

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

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

EDUCATIONAL ASSISTANCE PROGRAM

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

FAMILY AND MEDICAL LEAVE

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

HOLIDAYS

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

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

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

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

If any of the holidays set forth above falls on an employee's alternate Friday off, the employee will receive a floating holiday. Any floating holiday must be used by end of the fiscal year.

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

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

INSURANCE

LIFE INSURANCE

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

DENTAL INSURANCE

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

DISABILITY INSURANCE

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

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

Department Head Directors \$8,000 HR Manager \$6,389

MEDICAL COVERAGE

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

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

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

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

EXTENSION OF COVERAGE

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

RETIREE MEDICAL

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

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

VISION CARE

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

JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 240 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

LEAVE OF ABSENCE

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

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

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

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

MANAGEMENT LEAVE

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

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

All management leave must be used; or

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

In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.

PARENTAL LEAVE

An employee may be granted an unpaid leave of absence for not more than 1,040 hours to care for or to bond with their newly-born or adopted child. Such leave is to be completed within one year after the date of birth or adoption.

An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, disability and life).

PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to Department HeadDirectors and unrepresented managers every July 1st for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination, or for memberships to private gym facilities, purchase of home gym equipment, or membership fees for at-home fitness programs. Expenses will be reimbursed to the employee after they are incurred relative to receipt of a medical examination and required exam-related follow up procedures/activities to the extent such expenses are not covered by the employee's district-provided medical insurance coverage. Gym memberships will be reimbursed following proof of payment. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

Documentation must be provided to the General Manager of medical examination by a licensed physician before reimbursement will be authorized.

PREGNANCY LEAVE

The district will provide pregnancy leave for an employee as required by State and Federal law.

Employees who are temporarily unable to perform their usual and customary work due to a pregnancyrelated disability, will be granted a pregnancy leave of absence.

Pregnancy Leaves will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.

An employee who is granted a pregnancy leave is required to utilize accrued sick leave, if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in STD Insurance. The District will continue to pay group insurance premiums while the employee is on paid leave. Once the employee is in an unpaid status, insurance premiums will be the responsibility of the employee.

An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days. Without notification to the District, the employee will be considered to have voluntarily resigned.

Pregnancy disability leave may be granted up to a maximum of four months in duration. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

Employees who return to work from a Pregnancy Leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.

PROFESSIONAL ORGANIZATIONS REIMBURSEMENT

Employees may be reimbursed for personal memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization as approved by the General Manager.

RETIREMENT – Public Employees Retirement System

The District contracts with CalPERS to provide retirement benefits to employees. Employees who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula CalPERS coverage for past and future service of its employees. Employees are eligible to retire at age 50.

Employees hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period.

Employees will pay one-half of the total normal cost rate as determined by CalPERS.

The District pays the required employer contribution for employees' retirement benefit as required by CalPERS.

Effective March 15, 2014, employees shall pay their seven percent (7%) member contribution. On this date, since the classic employees will be paying the entire employee/member contribution, the District will no longer report member contribution as compensation earnable to CalPERS.

If any employee terminates employment with the District before retirement, his/her contributions plus accrued interest may be refunded upon application to the Public Employees Retirement System. Contributions may be left on deposit until normal retirement age is reached if the employee has a vested interest; i.e., 5 years' service. Employees who expect to commence employment with another PERS-covered agency are not permitted by PERS to withdraw their contributions.

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

RETIREMENT - Social Security/Medicare

•	
The District also participates in the Social Security program of the Federal government. tax will be deducted from an employee's pay as required by Federal law.	FICA/Medicare

SALARY ADMINISTRATION

The District maintains a Salary Program for all Department Head Directors, unrepresented management employees which:

Establishes externally competitive and internally equitable pay levels.

Enables the District to control compensation costs in proper relation to total costs.

Complies with applicable federal and state laws.

The major elements of the base salary program are:

- A. Organization Structure
- B. Position Definition
- C. Position Evaluation
- D. Salary Structure
- E. Performance Appraisal
- F. Salary Review
- G. Promotional Increase
- H. Performance Incentive

Through utilizing the following procedures, management can be assured that employees:

- Are being treated equitably with regard to salary matters;
- Are being paid externally and internally competitive salaries; and
- Have the opportunity to be rewarded for performance in a systematic non-discriminatory manner.

POSITION EVALUATION

Based upon the approved position definition, each position is periodically evaluated to ensure external and internal compensation equity for District.

1. Externally Competitive

External competitiveness is determined by periodically surveying the marketplace for average salaries paid. The approved position definition is used to compare the scope and responsibility of the position being surveyed. Private and published surveys of labor market competitors are used to determine the average salary paid in the market place based on markets in which the district competes for talent and the level at which we will compete.

2. Internal Equity

Internal equity is evaluated by grouping positions of similar scope and responsibility within the organization. This is accomplished through successively higher levels of management aligning positions of relatively comparable value based upon such factors as knowledge and skill required for the position, complexity and supervisory responsibility exercised.

Based upon the above factors, positions are evaluated and assigned a base salary range that provides employees an opportunity to earn a salary that is externally competitive and internally equitable.

SALARY STRUCTURE

The salary structure consists of a series of salary ranges. Each position has a dollar rate range with an established maximum pay control point. Human Resources will maintain current salary schedules.

EMPLOYEE COMMUNICATION

To achieve the objectives of the Salary Program and its potential benefits, each employee should know what the program is intended to accomplish and how it affects him/her. At a minimum, each employee should know:

- The salary range of his/her position;
- His/her place in that range;
- The rationale and evidence for any salary adjustment decision;
- The manager's view of how well the employee is accomplishing the objectives of the position and the long range outlook for position and salary advancement.

The communications supporting salary administration should be a two-way process. Each employee should be encouraged to discuss his/her work assignment or work relationship and opportunities for advancement. Depending on individual circumstances, the manager may wish to schedule a separate meeting for such a discussion.

INITIAL HIRING AND SALARY RANGE PLACEMENT

Before an applicant may be hired for any position, the position definition must be prepared and approved. In addition, the position itself must have been approved by the Board of Directors. Management will review the position and evaluate the current need to fill the position.

As a general rule the hiring salary for new employees shall be at that point in the salary range which reflects his/her experience, knowledge, skills, and abilities he/she brings to the job under consideration.

SENIORITY BONUS

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$300
After 15 years of District Service	\$500
After 20 years of District Service	\$700

SICK LEAVE

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
 - When an employee is ill.
 - 2. When a member of an employee's immediate family is ill, and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
 - For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
 - 4. For funerals in the immediate family. "Immediate family" is designated as the spouse/domestic partner, child, parent, sibling or grandparent of the employee or employee's spouse/domestic partner.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- C. The amount of sick leave an employee is entitled to is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. The smallest unit for which sick leave will be granted will be one half-hour.
- F. An employee who is absent on sick leave may be contacted by his/her Supervisor. For absences due to illness if justified in the opinion of a Division or Department HeadDirector, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- G. Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District and may result in dismissal for lack of reliability.

SICK LEAVE PAYOFF

Annually, in December employees may submit an irrevocable election form to receive payment of accrued sick leave under the following conditions:

- 1. The employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and the employee must have used 48 or fewer sick leave hours during the twelve months prior to the leave cash out. If each of these conditions is met, the employee may elect receive pay at his or her base rate for 32 hours (64 hours if deposited into a post-employment health savings account) of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The 32 hours of sick leave (64 if deposited to a post-employment health savings account) which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.
- 2. The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and the employee must have used no sick leave during the twelve months prior to the leave cash out. If each of the conditions is met, the employee shall receive pay at his/her base rate for 48 hours (96 hours if deposited into a post-employment health savings account) of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The 48 hours (96 hours if deposited into a post-employment health savings account) of sick leave which are converted to pay shall be deducted from

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the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.

Irrevocable election forms will be provided by Human Resources.

Sick leave converted to cash may be deferred into the employees 457 deferred compensation plan subject to annual plan limits.

The District agrees to seek to establish a post-employment health savings account. Once implemented, unrepresented employees agree to contribute cashed out sick leave to the post-employment health savings account.

UPON VOLUNTARY TERMINATION OF EMPLOYMENT

A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave earned after July 1, 1974. Vesting in the sick leave program and payment therefore will be on the following basis. The District and unrepresented employees agree to identify and participate in a Post Employment Health Savings Account option for any amounts cashed out upon termination.

- A. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
- B. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.

TELEWORKING

The District encourages, in appropriate circumstances, the creation of telework opportunities for employees.

Telework has been found to benefit society by reducing energy consumption, decreasing environmental pollution and reducing traffic congestion. Additionally, telework has been found to benefit employers and employees by reducing office costs, saving commuting costs, allowing flexibility in work schedules and promoting a positive work/life balance. The General Manager may approve occasional or regular partial or full day telecommuting schedules that meet the operational needs and policies of the District.

Unrepresented Managers Management Handbook Revised December 17, 2019

VACATION SCHEDULE

Vacations are subject to approval. Employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

ENTITLEMENT

The number of hours an employee is entitled to for vacation leave with pay is computed as follows:

A. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

During Service Years	Annual Entitlement Hours	Hours Accrued at end of Each Pay Period (based on 26 pay periods)
1,2&3	104	4.00
4,5 & 6	112	4.31
7,8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

The maximum number of vacation hours that may be earned in any year is 168.

Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

- B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.
- C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.
- D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.

- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current rate of pay.
- G. In computing the amount of vacation leave entitlement, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.
- I. Employees shall have the option to cash out up to 40 hours of accrued vacation leave in November of each year, provided 80 hours of vacation or management leave time has been used as time off during the preceding 12 months.



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

For

Department Directors & Human Resources Manager

Effective January 5, 2021

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LVMWD LEADERSHIP MODEL

Leadership	Supporting Behavior
Principle	
Being Fair	I will
	Assign duties fairly
	2. Promote fairness in the application of District policies and procedures
	3. Willingly explain to others the basis for my decisions
	4. Show consistency in my actions
	5. Treat others as I would like to be treated
Demonstrating	I will
Commitment	Support decisions made by my Department, the District or the Board
	Support the efforts of other Departments
	3. Support and follow through on my commitments and decisions to my
	Employees
	4. Make timely decisions
Being Responsible	I will
and Accountable	1. Lead by example
	Accept total responsibility for my own actions
	Acknowledge my own mistakes and not blame others
	4. Provide input on topics of concern <i>before</i> decisions are made
	5. Inform others as soon as I know when I cannot keep a commitment
	or promise.
	6. Regularly give my employees complete and accurate information on
	their performance along with clear and concise expectation of future
	performance.
	7. Continue my personal growth in management, my professional field,
	as well as water/wastewater management through education,
Having Integrity	certification and participation in professional associations I will
naving integrity	1. Keep my word and commitments
	Say what I mean and mean what I say; have the courage to be
	forthright and straightforward
	3. Set and enforce high standards for services and products we receive
	from others or distribute from my work group
	4. Set/develop high standards for hiring/promoting people
	5. Support and follow the intent of District policies and procedures
	6. Conduct myself at the highest level of ethical standards
Being an Effective	I will
Communicator	1. Speak clearly and concisely; make my message and intent easy to
Communicator	understand
	Regularly and frequently inform those who should know of my work
	progress and intentions
	Regularly and frequently give each member of my staff pertinent
	feedback on how they are performing with suggestions for
	improvement when appropriate
	4. Be an active listener, demonstrating understanding without judging or
	criticizing the other person
	5. Be an active participant in meetings; when I have nothing to add I will
	invite quiet members to contribute

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Leadership	Supporting Behavior
Principle	Luil
Being Innovative and Encouraging Innovation	 Ask myself and employees "What is the right thing to be doing" before starting any new assignment Not whine about what is wrong; I will look for ways to be part of the solution Encourage new ideas and methods from others Not criticize new ideas; I will help others think through their ideas by asking for the "pros" and "cons" of new ideas Spend at least 5% of my work time staying up-to-date on industry trends by reading, attending conferences, visiting other agencies, talking with others in the industry, etc.
Being a Mentor	 I will Review the developmental needs of each employee at least annually and work with each employee to create a development plan that is appropriate for him or her Make sure employees get the training opportunities they need and I will meet with each of them before and after training to make sure they use the training Work with other groups and Departments to make sure employees receive needed cross-training When an employee makes a mistake ask what he or she learned and how can it be prevented from happening again Be available to other employees outside my own work area to be a good active listener or to share my experiences, strategies and
	successes
Developing and Supporting Effective Teams	 I will Hold a team meeting at least once every two weeks; stay within time limits (e.g. 30 minutes) Share what I know from other District sources Invite each person in the team to participate by sharing what they are doing or by asking questions Recognize those who make contributions, especially those who have new or different ideas Not tolerate disparaging comments by team members toward each other or other staff Ask the team at each meeting if there is anything we can be doing better

WHAT POSITIONS ARE COVERED BY THE MANAGEMENT HANDBOOK?

Positions covered by benefits contained in this Management Handbook are:

Supervisory Responsibility Exempt under FLSA

Department Director

Director of Facilities & Operations	Yes	Yes
Director of Finance & Administration	Yes	Yes
Director of Engineering and External Affairs	Yes	Yes

Other

Human Resources Manager Yes Yes

BEREAVEMENTLEAVE

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

CELLULAR TELEPHONE

In lieu of a District-provided cellular telephone, Department Directors will receive a stipend of \$60 per month, payable monthly through the District's payroll system. Cellular telephones must be capable of voice, text, and data communications, including the sending and receiving of District electronic mail.

DEFERRED COMPENSATION PLAN

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

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

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

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

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

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

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

EDUCATIONAL ASSISTANCE PROGRAM

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

FAMILY AND MEDICAL LEAVE

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

HOLIDAYS

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

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

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

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

If any of the holidays set forth above falls on an employee's alternate Friday off, the employee will receive a floating holiday. Any floating holiday must be used by the end of the fiscal year.

INSURANCE

LIFE INSURANCE

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

DENTAL INSURANCE

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

DISABILITY INSURANCE

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

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

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

MEDICAL COVERAGE

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

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

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

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

EXTENSION OF COVERAGE

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

RETIREE MEDICAL

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

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

VISION CARE

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

JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 240 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

LEAVE OF ABSENCE

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

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

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

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

MANAGEMENT LEAVE

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

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

All management leave must be used; or

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

In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.

PARENTAL LEAVE

An employee may be granted an unpaid leave of absence for not more than 1,040 hours to care for or to bond with their newly-born or adopted child. Such leave is to be completed within one year after the date of birth or adoption.

An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, disability and life).

PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to Department Directors and unrepresented managers every July 1st for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination, memberships to private gym facilities, purchase of home gym equipment, or membership fees for at-home fitness programs. Expenses will be reimbursed to the employee after they are incurred relative to receipt of a medical examination and required exam-related follow up procedures/activities to the extent such expenses are not covered by the employee's district-provided medical insurance coverage. Gym memberships will be reimbursed following proof of payment. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

Documentation must be provided to the General Manager of medical examination by a licensed physician before reimbursement will be authorized.

PREGNANCY LEAVE

The district will provide pregnancy leave for an employee as required by State and Federal law.

Employees who are temporarily unable to perform their usual and customary work due to a pregnancy-related disability, will be granted a pregnancy leave of absence.

Pregnancy Leaves will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.

An employee who is granted a pregnancy leave is required to utilize accrued sick leave, if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in STD Insurance. The District will continue to pay group insurance premiums while the employee is on paid leave. Once the employee is in an unpaid status, insurance premiums will be the responsibility of the employee.

An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days. Without notification to the District, the employee will be considered to have voluntarily resigned.

Pregnancy disability leave may be granted up to a maximum of four months in duration. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

Employees who return to work from a Pregnancy Leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.

PROFESSIONAL ORGANIZATIONS REIMBURSEMENT

Employees may be reimbursed for personal memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization as approved by the General Manager.

RETIREMENT – Public Employees Retirement System

The District contracts with CalPERS to provide retirement benefits to employees. Employees who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula CalPERS coverage for past and future service of its employees. Employees are eligible to retire at age 50.

Employees hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period.

Employees will pay one-half of the total normal cost rate as determined by CalPERS.

The District pays the required employer contribution for employees' retirement benefit as required by CalPERS.

Effective March 15, 2014, employees shall pay their seven percent (7%) member contribution. On this date, since the classic employees will be paying the entire employee/member contribution, the District will no longer report member contribution as compensation earnable to CalPERS.

If any employee terminates employment with the District before retirement, his/her contributions plus accrued interest may be refunded upon application to the Public Employees Retirement System. Contributions may be left on deposit until normal retirement age is reached if the employee has a vested interest; i.e., 5 years' service. Employees who expect to commence employment with another PERS-covered agency are not permitted by PERS to withdraw their contributions.

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

RETIREMENT – Social Security/Medicare

The District also participates in the Social Security program of the Federal government. tax will be deducted from an employee's pay as required by Federal law.	FICA/Medicare

SALARY ADMINISTRATION

The District maintains a Salary Program for all Department Directors, unrepresented management employees which:

Establishes externally competitive and internally equitable pay levels.

Enables the District to control compensation costs in proper relation to total costs.

Complies with applicable federal and state laws.

The major elements of the base salary program are:

- A. Organization Structure
- B. Position Definition
- C. Position Evaluation
- D. Salary Structure
- E. Performance Appraisal
- F. Salary Review
- G. Promotional Increase
- H. Performance Incentive

Through utilizing the following procedures, management can be assured that employees:

- Are being treated equitably with regard to salary matters;
- Are being paid externally and internally competitive salaries; and
- Have the opportunity to be rewarded for performance in a systematic non-discriminatory manner.

POSITION EVALUATION

Based upon the approved position definition, each position is periodically evaluated to ensure external and internal compensation equity for District.

1. Externally Competitive

External competitiveness is determined by periodically surveying the marketplace for average salaries paid. The approved position definition is used to compare the scope and responsibility of the position being surveyed. Private and published surveys of labor market competitors are used to determine the average salary paid in the market place based on markets in which the district competes for talent and the level at which we will compete.

2. Internal Equity

Internal equity is evaluated by grouping positions of similar scope and responsibility within the organization. This is accomplished through successively higher levels of management aligning positions of relatively comparable value based upon such factors as knowledge and skill required for the position, complexity and supervisory responsibility exercised.

Based upon the above factors, positions are evaluated and assigned a base salary range that provides employees an opportunity to earn a salary that is externally competitive and internally equitable.

SALARY STRUCTURE

The salary structure consists of a series of salary ranges. Each position has a dollar rate range with an established maximum pay control point. Human Resources will maintain current salary schedules.

EMPLOYEE COMMUNICATION

To achieve the objectives of the Salary Program and its potential benefits, each employee should know what the program is intended to accomplish and how it affects him/her. At a minimum, each employee should know:

- The salary range of his/her position;
- His/her place in that range;
- The rationale and evidence for any salary adjustment decision;
- The manager's view of how well the employee is accomplishing the objectives of the position and the long range outlook for position and salary advancement.

The communications supporting salary administration should be a two-way process. Each employee should be encouraged to discuss his/her work assignment or work relationship and opportunities for advancement. Depending on individual circumstances, the manager may wish to schedule a separate meeting for such a discussion.

INITIAL HIRING AND SALARY RANGE PLACEMENT

Before an applicant may be hired for any position, the position definition must be prepared and approved. In addition, the position itself must have been approved by the Board of Directors. Management will review the position and evaluate the current need to fill the position.

As a general rule the hiring salary for new employees shall be at that point in the salary range which reflects his/her experience, knowledge, skills, and abilities he/she brings to the job under consideration.

SENIORITY BONUS

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$300	After
15 years of District Service	\$500	After
OO was as District Comples	#700	

20 years of District Service \$700

SICK LEAVE

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
 - When an employee is ill.
 - 2. When a member of an employee's immediate family is ill, and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
 - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
 - 4. For funerals in the immediate family. "Immediate family" is designated as the spouse/domestic partner, child, parent, sibling or grandparent of the employee or employee's spouse/domestic partner.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- C. The amount of sick leave an employee is entitled to is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. The smallest unit for which sick leave will be granted will be one half-hour.
- F. An employee who is absent on sick leave may be contacted by his/her Supervisor. For absences due to illness if justified in the opinion of a Division or Department Director, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- G. Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District and may result in dismissal for lack of reliability.

SICK LEAVE PAYOFF

Annually, in December employees may submit an irrevocable election form to receive payment of accrued sick leave under the following conditions:

- The employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and the employee must have used 48 or fewer sick leave hours during the twelve months prior to the leave cash out. If each of these conditions is met, the employee may elect receive pay at his or her base rate for 32 hours (64 hours if deposited into a post-employment health savings account) of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2021 will be for the December 2022 cash out. The 32 hours of sick leave (64 if deposited to a post-employment health savings account) which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.
- 2. The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and the employee must have used no sick leave during the twelve months prior to the leave cash out. If each of the conditions is met, the employee shall receive pay at his/her base rate for 48 hours (96 hours if deposited into a post-employment health savings account) of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The 48 hours (96 hours if deposited into a post-employment health savings account) of sick leave which are converted to pay shall be deducted from

Unrepresented Managers Management Handbook Revised December 17, 2019

the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.

Irrevocable election forms will be provided by Human Resources.

Sick leave converted to cash may be deferred into the employees 457 deferred compensation plan subject to annual plan limits.

The District shall seek to establish a post-employment health savings account on behalf of the unrepresented employees. Once implemented, unrepresented employees agree to contribute cashed out sick leave to the post-employment health savings account.

UPON VOLUNTARY TERMINATION OF EMPLOYMENT

A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave earned after July 1, 1974. Vesting in the sick leave program and payment therefore will be on the following basis. The District and unrepresented employees agree to identify and participate in a post-employment health savings account option for any amounts cashed out upon termination.

- A. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
- B. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.

TELEWORKING

The District encourages, in appropriate circumstances, the creation of telework opportunities for employees. Telework has been found to benefit society by reducing energy consumption, decreasing environmental pollution and reducing traffic congestion. Additionally, telework has been found to benefit employers and employees by reducing office costs, saving commuting costs, allowing flexibility in work schedules and promoting a positive work/life balance. The General Manager may approve occasional or regular partial or full day telecommuting schedules that meet the operational needs and policies of the District.

VACATION SCHEDULE

Vacations are subject to approval. Employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

ENTITLEMENT

The number of hours an employee is entitled to for vacation leave with pay is computed as follows:

A. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

During Service Years	Annual Entitlement Hours	Hours Accrued at end of Each Pay Period (based on 26 pay periods)
1,2&3	104	4.00
4,5 & 6	112	4.31
7, 8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

The maximum number of vacation hours that may be earned in any year is 168.

Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

- B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.
- C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.
- D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.

- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current rate of pay.
- G. In computing the amount of vacation leave entitlement, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.
- I. Employees shall have the option to cash out up to 40 hours of accrued vacation leave in November of each year, provided 80 hours of vacation or management leave time has been used as time off during the preceding 12 months.



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Mixers for Seminole and Latigo Tanks: Purchase Order Authorization

SUMMARY:

Water stored in the Seminole and Latigo Tanks often has a low disinfectant residual due to low demand and elevated water temperatures. As result, staff proposes to purchase and install mixing units in these tanks to maintain water quality by eliminating thermal stratification, reducing the potential for nitrification and evenly dispersing the disinfectant residual throughout the tanks.

RECOMMENDATION(S):

Accept the proposal from PAX Water Technologies, Inc., and authorize the General Manager to issue a purchase order, in the amount of \$62,190, for three mixing units to be installed at Seminole and Latigo Tanks.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds for the mixers are available in the adopted Fiscal Year 2020-21 Budget.

DISCUSSION:

The District owns and operates the 350,000-gallon and 1.5-million gallon Seminole Tanks and the 1.5-million gallon Latigo Tank. Water systems operators have experienced challenges with these three tanks due to low disinfectant residuals that can cause the deterioration of water

quality. Mixing units are proposed for the tanks to eliminate thermal stratification, reduce the potential for nitrification and evenly disperse the disinfectant residual throughout the tanks.

The District remains in compliance with Los Angeles County Department of Public Health (DPH) and State Division of Drinking Water (DDW) regulatory requirements. However, representatives of both agencies have stressed the importance of maintaining disinfectant residuals that are higher than measured by the District's operators for these tanks and the subsystems they serve. Mixing units will help improve the overall water quality in the tanks and their sub-systems.

Staff solicited proposals for mixing units from several different manufacturers including PAX Water Technologies and SolarBee. Only two proposals were received. However, the alternative system did not meet the specifications for National Sanitation Foundation approval for use in a potable water system and did not have an integrated injection point for dosing the tanks with chlorine, if necessary. PAX Water Technologies has been an industry leading provider of mixing units for many years with a proven track record for reliable and effective operation. The District installed a PAX mixing unit in the Saddletree Tank several years ago. Staff has been satisfied with the mixers reliability and ability to maintain water quality in the tank.

GOALS:

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

The proposed mixers would improve water quality in the tanks and ensure the District maintains regulatory compliance for its potable water system.

Prepared by: Frank Almaguer, Water Systems Supervisor

ATTACHMENTS:

Proposal by PAX Water Technologies, Inc.

FIRM PROPOSAL

PAX PWM100 & PWM400 MIXER FOR LAS VIRGENES MWD, CA 0.35MG & 1.5MG SEMINOLE TANKS 1.5MG LATAGO TANK





PAX 400 SERIES MIXER

PAX Water Technologies, Inc. File No.: P20-4666 FIRM Rev3

Prepared on: February 4, 2021

SALES REPRESENTATIVE:

UGSI Solutions, Inc. Kevin Sanner 1077 Dell Avenue, Suite A Campbell, CA 95008 T: (310) 975-9719

Email: ksanner@ugsicorp.com

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Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance Section 3: Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

February 4, 2021

Re: PAX Mixer for Las Virgenes MWD, CA

PAX Water Technologies, Inc. File No.: P20-4666 FIRM Rev3

Dear representative of Las Virgenes MWD, CA

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM100 mixer for the 0.35MG Seminole tank 1, a PAX PWM400 mixer for the 1.5MG Seminole tank 2 and a PAX PWM400 mixer for the 1.5MG Latago tank. Please note the following key points when evaluating our Proposal:

Seminole Tank 1

0	Gallons of Stored Water, in Millions	.35
---	--------------------------------------	-----

0	Tank Type	Ground Steel
_		

0	Tank Diameter, in feet	52.5
0	Tank Height, in feet	24
0	Tank Turnover, in Millions of Gallons per day	.25
0	Tank Low Water Level, in feet	6
0	Hatch Dimension, feet x feet	3 x 3

On-site Power Capacity
 120V/1Phase/60A

Seminole Tank 2

0	Gallons of	f Stored Water.	in Millions	1.5	5
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0	Tank Type	Ground Stee
0	Tank Type	Ground Ste

0	Tank Diameter, in feet	110	
0	Tank Height, in feet	24	
0	Tank Turnover, in Millions of Gallons per day	.25	
0	Tank Low Water Level, in feet	6	
0	Hatch Dimension, feet x feet	3 x 3	

On-site Power Capacity
 120V/1Phase/60A

Latago Tank

 Gallons of Stored Water, in Millions 	1.5
--	-----

0	Tank Type	Ground Steel
O	rank rype	Giouna Steel

0	Tank Diameter, in feet	92
0	Tank Height, in feet	32
0	Tank Turnover, in Millions of Gallons per day	.25
0	Tank Low Water Level, in feet	10
0	Hatch Dimension, feet x feet	3 x 3

On-site Power Capacity
 120V/1Phase/60A

The PAX PWM400 and PWM100 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate

of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

A detailed scope of work and firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and "dead zones"
- · Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- · Reduces variability in water taste and odor
- · Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost

Thank you for the opportunity to work with you. If we can be of any further assistance, please do not hesitate to contact me at (310) 975-9719.

Sincerely,

Kevin Sanner Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc.
David Shekhtman, PSI Water Technologies, Inc.
Ivan Hartanto, PSI Water Technologies, Inc.

SECTION 1

SCOPE OF SUPPLY PAX MIXER

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work for **Seminole Tank 1**:

<u>No</u>	<u>Item Description</u>			
1.	PWM100 Mixer Wet Assembly, including: ■ Stainless-steel ballast ball and housing ■ Spiral-shaped nozzle designed to mix up to 0.375 million gallons of water ■ EPDM molded foot ■ Integrated power cable ■ The ability to function continuously regardless of tank cycles ■ 230V three phase ½ horsepower water-cooled motor power provided by the PAX Control Center	1		
2.	Control Center Dry Assembly with SCADA Compatibility, including: NEMA 4 Enclosure: Lockable and weather resistant Overall weight of control center 55 lbs. Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C) Green and Red LED Indicator lights to display motor status White LED Indicator light to display power Cooling fan Motor Controller/VFD: Allen Bradley 115VAC single phase, rated to 1.0 HP HOA Switch Manual speed control Thermal shut-off protection built-in Current overload protection built-in Current overload protection built-in Sine filter Branch-circuit protection SCADA outputs included: Digital Output signal indicating motor running Digital Output signal indicating fault Digital Input/Output signal for remote motor on/off	1		
	RS-485 or Dry Contact connections4-20mA signal			
3.	Cable 70 ft., including: Flat-jacketed 4 conductor	1		
4.	Submittal and Operation & Maintenance Manual as Follows Submittals: Qty. One (1) Sent Electronically O&M Manual: Qty. One (1) Hard Copy Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.	Included		

- 5. Manufacturer's Field Services (1 Day(s) at the Jobsite), including: Included
 - System Start-Up Operator Training
- FOB Factor, Richmond, CA with Full Freight Allowed to Jobsite, Las Virgenes MWD, CA 6. Included

The following equipment and services comprise our scope of work for Seminole tank 2 AND Latago Ta	The f	followina 6	eauipment	and services	comprise our so	cope of work for	r Seminole tank	2 AND Latago	Tar
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<u>No</u>	Item Description	Qty.
7.	PWM400 Mixer Wet Assembly, including: ■ Stainless steel 316 impeller designed to mix up to 4 million gallons of water ■ Passivated to minimize corrosion ■ The ability to function continuously regardless of tank cycles ■ 230V three phase ½ horsepower water-cooled motor power provided by the PAX Control Center	2
8.	Control Center Dry Assembly with SCADA Compatibility, including: NEMA 4 Enclosure: Lockable and weather resistant Overall weight of control center 55 lbs. Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C) Green and Red LED Indicator lights to display motor status White LED Indicator light to display power Cooling fan Motor Controller/VFD: Allen Bradley 115VAC single phase, rated to 1.0 HP HOA Switch Manual speed control Thermal shut-off protection built-in Current overload protection built-in 300mA trip level GFCI Sine filter Branch-circuit protection SCADA outputs included: Digital Output signal indicating motor running Digital Input/Output signal for remote motor on/off RS-485 or Dry Contact connections	2
9.	 4-20mA signal Cable 130 ft., including: Flat-jacketed 4-conductor 	2
10.	Tripod Assembly, PWM400, including: Stainless steel 316 legs Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor Stainless steel knobs for tool-less installation	2
11.	Long Bail Handle & Chain Stainless steel 316 handle to deploy mixer in full tanks	2

12.	Submittal and Operation & Maintenance Manual as Follows Submittals: Qty. One (1) Sent Electronically O&M Manual: Qty. One (1) Hard Copy Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.	Included
13.	 Manufacturer's Field Services (1 Day(s) at the Jobsite), including: System Start-Up Operator Training 	Included
14.	FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Las Virgenes MWD, CA	Included
	FIRM PRICE [ITEMS 1-14]	\$62,190

B. SCOPE OF WORK BY OTHERS

- 1. Equipment unloading and installation.
- 2. Strain relief for cables.
- 3. Any underground or structural work.
- 4. Anchor bolts and seismic restraints.
- 5. Heat tracing and insulation of all interconnecting equipment.
- 6. Room ventilation, air conditioning and lighting.
- 7. Any video recording.
- 8. Any electrical conduit runs, wires.
- 9. Any tank recoating services, labor, or parts.
- 10. Any tank penetrations and hatch penetrations.
- 11. Any electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
- 12. Any necessary panelboard, subpanel, or upgrades to existing panel to provide adequate space and service capacity for the required circuit breakers.
- 13. Any connections between mixer control panels and existing site PLC.
- 14. Asphalt slurry seal.
- 15. Special inspections.
- 16. Stainless-steel strut stand, supports, fasteners, and anchor Bolts at grade
- 17. Trenching, Underground Containment, Backfill, Spoils Disposal, and Asphalt Patch Paving.
- 18. Any conduits, wires and labels for conduits and painting of exposed PVC conduit.
- 19. Providing power connection and any wires needed between junction box and PAX control center as well as between PAX control center and controller.
- 20. Pulling any cables and wires.
- 21. Any new breakers in the pump control panel and/or splicing power from receptacle in level transmitter panel if needed.
- 22. Power to PAX control center
- 23. Disconnect switch, if needed.
- 24. Any labeling, if needed.
- 25. Any disposal of materials, if needed.
- 26. Any ethernet connectors and programming, if needed.
- 27. Equipment layout drawings.
- 28. Redlining of existing record drawings.
- 29. All taxes, fees, lien waivers, bonds and licenses (except California Contractor's License) unless otherwise specified.
- 30. Any permitting or regulatory approvals.
- 31. Any items not explicitly listed under Scope of Supply by PAX Water Technologies, Inc.

C. CLARIFICATIONS

- 1. PWM100 utilizes integrated power cable for lowering mechanism.
- 2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
- 3. PAX recommends any trenches to have 18" cover.
- 4. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
- 5. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. DELIVERY

Submittals: 2 Weeks after receipt of mutually agreed order

Equipment Shipment: 4 Weeks after approval of submittals

F. WARRANTY

PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM100 mixer is 36 months on all supplied parts, for the PAX PWM400 mixer is 24 months on all supplied parts and 120 days on labor.

SECTION 2

PROPOSAL ACCEPTANCE

PAX Water Technologies, Inc. File No.: P20-4666 FIRM Rev3

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:

PAX Water Technologies, Inc. 550 Sycamore Drive Milpitas, CA 95035

Attn: Orders

Phone: (510) 550-7100 E-mail: orders@ugsicorp.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Company Name	Buyer's Name (printed)
Date	Buyer's Authorized Signature
Requested Arrival Date	
Bill To Name:	Ship To Name:
Bill To Email:	
Bill To Phone:	Ship To Phone:
Bill to Address:	Ship to Address:
City State 2	City State Zip

SECTION 3

TERMS AND CONDITIONS

- 1. Applicable Terms. These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.
- 2. Pricing. The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.
- 3. Payment. Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.
- 4. Taxes, Shipping, Packing. Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.
- 5. Delivery. Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.
- 6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify

Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

- 7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.
- 8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, epidemic or other public health crisis, or any other cause beyond Seller's reasonable control.
- 9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, started-up, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or force majeure events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 400	24 months
PWM 100	36 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.
- 11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.
- 12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.
- 13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall

not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Supply and Delivery of Bulk Woodchip Compost Amendment: Award

This action is recommended to the LVMWD Board, acting as Administering Agent of the Las Virgenes-Triunfo Joint Powers Authority (JPA), in accordance with the terms of the JPA Agreement. Funding for the service are included in the adopted Fiscal Year 2020-21 JPA Budget.

SUMMARY:

On January 25, 2021, the District completed a competitive process to obtain quotations for the supply and delivery of woodchip compost amendment. Three firms submitted quotations to supply up to 19,500 cubic yards of amendment annually to the Rancho Las Virgenes Composting Facility to support the composting process. Recycled Wood Products, the District's current amendment supplier, provided the lowest quotation at \$11.89 per cubic yard for three quarter inch or less amendment and \$14.00 per cubic yard for one quarter inch or less amendment. The District currently pays the same amount for three quarter inch or less amendment under its existing agreement with Recycled Wood Products that expires on February 28, 2021.

RECOMMENDATION(S):

Authorize the General Manager to execute a one-year agreement with three one-year renewal options with Recycled Wood Products for the supply and delivery of woodchip compost amendment at \$11.89 per cubic yard for material sized at three quarters of an inch or less and \$14.00 per cubic yard for material sized at one quarter of an inch or less for the Rancho Las Virgenes Composting Facility.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

FINANCIAL IMPACT:

The maximum total annual cost based on \$14.00 per cubic yard for one quarter inch or less amendment would be \$273,000. Sufficient funds are available in the adopted 2020-21 JPA Budget.

DISCUSSION:

The Rancho Las Virgenes Composting Facility processes biosolids from the Tapia Water Reclamation Facility combined with woodchip amendment to effectively compost the material. The District's existing contract with Recycled Wood Products for the supply and delivery of amendment expires on February 28, 2021.

A competitive request for quotes process concluded on January 25, 2021, with three vendors providing quotes as summarized in Table 1.

Table 1

<u>Vendor</u>	3/4" Material	1/4" Material
		(Optional)
Recycled Wood Products	\$11.89	\$14.00
Applied Landscape Materials	\$27.27	-
C&M Topsoil	\$15.00	\$15.00

On January 5, 2021, Director Charles Caspary asked staff to evaluate options for reducing the volume of finished compost produced by refining the amendment feedstock received from the supplier, including the potential use of a hammer mill. Staff evaluated two alternatives to reduce the size of the amendment provided by the District's vendor: (1) an optional quotation for quarter inch or smaller amendment material, and (2) an initial evaluation of costs involved to post-process the compost amendment in-house using a hammer mill.

Table 2 identifies the estimated labor cost associated with running a hammer mill to reduce the size of the amendment and volume of compost produced. The estimate assumes that additional personnel would be needed to perform the new function.

Table 2

	Labor Cost - Compost Amendment Reduction					
Α	Annual Cubic Yards Amendment:		19,500			
В	Hammermill production (cubic yards/day)		200			
Ċ	Days per year operation (= A / B)		97.50			
D	Cost per hour (reclamation composting EE - fully burdoned)	\$	85.70			
Е	Cost per day (= D * 8)	\$	685.60			
F	Cost per year (= E * C)	\$66	,846.00			
G	Cost per cubic yard - labor only (= F / A):	\$	3.43			

In addition to labor, the cost to post-process the amendment would include the purchase of a

hammer mill, estimated to be \$23,000 for a capacity of 200 cubic yards per day, and either the lease or purchase of a loader to be dedicated to the Amendment Building.

Notwithstanding the equipment and startup costs, it appears to be more cost effective to purchase the amendment material that is already reduced in size by the supplier (\$14.00 per cubic yard for 1/4" or less material) rather than developing the capacity to do the same inhouse (\$11.89/cubic yard for 3/4" or less material + \$3.43/cubic yard labor cost = \$15.32/cubic yard).

Demand for compost, both self-serve and bulk loading programs, is currently very soft due to the on-going COVID-19 pandemic and seasonal factors, creating a temporary surplus of finished compost. Staff believes that the strong regional market that has been developed over the years will lead to a significant rebound in demand for compost and the need for the amendment later this year.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Amendment is essential for the production of compost. The JPA's Community Compost Giveaway Program has provided a valuable resource to hundreds of JPA customers on weekends. Staff expects a rebound in compost demand once the COVID-19 pandemic subsides.

Prepared by: Doug Anders, Administrative Services Coordinator



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Extension of Families First Coronavirus Response Act Sick Leave

Provision

SUMMARY:

COVID-19 continues to impact the District and its employees. On April 1, 2020, the U.S. Department of Labor announced details of the protections provided by the Families First Coronavirus Response Act. The Act provided up to 80 hours of employer paid sick leave for employees who test positive, quarantine, care for family members or are otherwise impacted by COVID-19. The law expired on December 31, 2020. In response to the continuing impacts of COVID-19 and the failure of state or federal government to continue the provisions to the Act, the attached resolution proposes to extend certain provisions of the Act related to providing up to 80 hours of employer paid sick leave for specific COVID-19 impacts.

RECOMMENDATION(S):

Pass, approve, and adopt proposed Resolution No. 2589, extending certain provisions of the Families First Coronavirus Response Act.

RESOLUTION NO. 2589

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT, APPROVING THE EXTENSION OF THE EMERGENCY PAID SICK LEAVE PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

(Reference is hereby made to Resolution No. 2589 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

FISCAL IMPACT:

Yes

ITEM BUDGETED:

FINANCIAL IMPACT:

The cost of this action is dependent on the number of employees who require use of the leave. Through December 31, 2020, a total of 21 employees required the use of 1,266 hours of Families First Coronavirus Response Act leave with a value of \$53,437.

DISCUSSION:

On March 19, 2020, the President signed H.R. 6201, the Families First Coronavirus Response Act (FFCRA), that went into effect on April 1, 2020. Section 5102 of the law required government employers to provide up to two weeks (80 hours) of employer paid sick time at the employee's regular rate to quarantine, seek diagnosis or received preventive care for coronavirus (COVID-19). The Act also provided for up to 80 hours of additional sick time at two-thirds of the employee's regular rate if the employee was unable to work due to needing to care for an individual subject to quarantine or a child whose school or daycare provider was closed due to the COVID-19. The provisions of the Act expired on December 31, 2020.

Los Angeles County and District employees continue to be impacted by the effects of COVID-19, and employees continue to be subject to quarantines caused by potential exposure or having tested positive for COVID-19. The District has continued to implement and enforce numerous COVID-19 policies consistent with county, state and federal Centers for Disease Control and Prevention (CDC) guidelines to promote and ensure a safe and healthy work environment including, but not limited to, the following:

- Encouraging employees who can telework to telework.
- Limiting the number of staff in buildings and common areas.
- Allowing employees to report directly to assigned vehicles.
- Requiring the use of mask and social distancing.
- Enhanced cleaning of buildings.

In recognition of the continuing impacts of COVID-19, and in the absence of state or federal action to mitigate the impacts on employees of the District, the attached resolution extends the provision of the FFCRA related to providing up to 80 hours of sick leave. The proposed resolution does not grant an additional 80 hours of paid sick leave to employees who already received the benefit but extends the availability to other employees for certain defined uses related to COVID-19 until such time as new legislation is passed or the COVID-19 emergency is over.

Extension of this benefit to employees who did not already use it will support the District to prevent the spread of COVID-19 by ensuring that employees do not report to work when they are feeling ill or have potentially been exposed to COVID-19. Additionally, the action will eliminate the need for essential field employees who cannot telework during quarantine like office staff from depleting their accrued sick leave balances. These field employees have reported to work throughout the COVID-19 pandemic and supported the District's on-going operations by following specified COVID-19 protocols.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

Proposed Resolution No. 2589

RESOLUTION NO. 2589

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT, APPROVING THE EXTENSION OF THE EMERGENCY PAID SICK LEAVE PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency ("emergency status") to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order N-33-20, which, with certain exceptions, ordered all individuals in the State to stay at home in an effort to stop the spread of the Coronavirus (COVID-19); and

WHEREAS, this Resolution is based on current public health guidelines, including the imperative of social distancing, the State's Stay at Home Order and the County Department of Public Health's Safer at Home Order. This emergency action is limited to the time and scope set forth herein, and makes no permanent change to the District Administrative Code;

WHEREAS, the Families First Coronavirus Response Act (FFCRA) went into effect on April 1, 2020;

WHEREAS, the FFCRA provided up to eighty (80) hours of Emergency Paid Sick Leave (EPSL) for eligible full-time and part-time employees who were unable to work onsite or remotely for one or more of the following reasons:

- i. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- The employee has been advised by a health care provider to selfquarantine due to concerns related to COVID-19;
- iii. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- iv. The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns

Resolution No. 2589 Page 1 of 2

related to a COVID-19 order;

- v. The employee is caring for a son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions;
- vi. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor;

WHEREAS, the EPSL provisions of the FFCRA expired on December 31, 2020; and,

WHEREAS, the Las Virgenes Municipal Water District recognizes that isolating and/or quarantining individuals who have a positive diagnosis or who may be contagious with COVID-19 is one of the most effective ways to maintain a safe workplace and stem the spread of COVID-19.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals hereinabove are true and correct and incorporated.

SECTION 2. That the provisions of EPSL, as provided for by the FFCRA, for eligible full-time employees be extended to 45 days after the lifting of "emergency status" prescribed to COVID-19 ("Extension Period").

SECTION 3. That nothing herein is intended to increase the amount of EPSL beyond that which was required by the FFCRA on April 1, 2020, and any portion of EPSL used by an employee prior to January 1, 2021 shall be deducted from the balance of EPSL to which the employee is entitled during the Extension Period. Unless otherwise required by law, in no event shall an employee be paid more than eighty (80) hours of EPSL, nor shall any employee be paid twice for any COVID-19 related leave.

SECTION 4. That this EPSL shall expire on the earliest of the following:

i. 45 days from the lifting of "emergency status" prescribed to COVID-19 by the Governor of California, absent any legislative change and/or other applicable law requiring the District to continue providing EPSL or otherwise provide paid leave for any purpose related to COVID-19.

Resolution No. 2589 Page 2 of 3

ii. In the event new state or federal legislation is passed which requires the District to provide paid leave for any purpose related to COVID-19, this extension of EPSL shall expire at the time that such legislation becomes effective. If the effective date of such new legislation is retroactive, the termination of this resolution shall also be retroactive to the effective date of the legislation.

SECTION 5. That this resolution applies only to the EPSL provided by the FFCRA and shall not extend the Expanded Family and Medical Leave Act benefits provided by the FFCRA, which expired on December 31, 2020.

SECTION 6. That CalSTRS may be of the position that employers who voluntarily extend FFCRA benefits should designate such paid leave as paid administrative leave (not sick leave), and that CalSTRS may not treat such leave as creditable service. The District shall confirm this information as it becomes available.

SECTION 7. That this resolution shall be effective retroactive to January 1, 2021.

SECTION 8. The District Clerk of the Board shall attest to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTED on February 16, 2021.

	Jay Lewitt, President	
ATTEST:		
Lee Renger, Secretary		
(SEAL)		
APPROVED AS TO FORM:		
W. Keith Lemieux, District Counsel		

Resolution No. 2589 Page 3 of 3



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject: Roadside Drive Bridge Widening Project: Water Main Relocation

SUMMARY:

The City of Agoura Hills (City) plans to widen and improve approximately 600 feet of the southerly portion of Roadside Drive, inclusive of 277 feet of bridge widening over Medea Creek and associated utility relocations. The bridge widening and improvements require the relocation of a District-owned water main. On November 19, 2019, the Board authorized the General Manager to execute a Utility Agreement with the City to perform the water main relocation and appropriated \$136,448 for the project based on a City-prepared Engineer's Estimate for the work.

On November 25, 2020, the City advertised the project for construction. Five bids were received with Powell Constructors, Inc. (Powell) deemed the lowest responsible bidder for the work. The cost for the bridge relocation items subject to District reimbursement in Powell's bid totaled \$214,585. District staff reviewed the bids and performed additional research to evaluate the costs. Based on that evaluation, staff recommend the Board authorize the General Manager to execute a Memorandum of Agreement (MOA) with the City to have Powell perform the utility relocation as part of the Roadside Drive Bridge Widening Project. Also, staff recommends an additional appropriation, in the amount of \$168,249, to account for the actual bid amount, District labor and a contingency, less the original appropriation. Finally, staff recommends authorization for the General Manager to execute an amendment to the existing Utility Agreement to reflect the updated cost.

RECOMMENDATION(S):

Approve an appropriation in the amount of \$168,249; authorize the General Manager to execute a Memorandum of Agreement with the City of Agoura Hills, subject to non-substantive changes and in a form approved by District Counsel; and authorize the General Manager to execute an amendment to the existing Utility Agreement to reflect the updated cost for the water main relocation work to be performed as part of the Roadside Drive Bridge Widening Project.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The total cost of the water main relocation is estimated to be \$304,697. The amount consists of the bid amount from Powell Constructors, Inc., in the amount of \$214,585, District labor and administrative costs and a 10% contingency. An initial appropriation, in the amount of \$136,448, was approved by the Board on November 19, 2019. An additional appropriation, in the amount of \$168,249, is recommended to provide sufficient funding for completion of the work.

DISCUSSION:

On September 8, 2017, the City of Agoura Hills (City) notified the District of the Roadside Drive Bridge Widening Project. The project includes improvement of approximately 600 linear feet of the southerly portion of the roadway, inclusive of 277 linear feet of bridge widening over Medea Creek and associated utility relocations for Roadside Drive. The District owns and maintains a 10-inch steel water main, water meter and fire hydrant that will need to be relocated as part of the project. The City originally planned to fund the relocation through an Federal Highway Administration grant; however, staff received notification of Caltrans' prior rights determination on October 17, 2019, which precluded the relocation work from receiving any grant funding.

Prior to issuing a permit, Caltrans required the execution of a standard Utility Agreement between the City and any utility owners with facilities attached to the bridge. The Utility Agreement provides assurance to Caltrans that the utility owners, namely the District, approve the relocation of their facilities by the City and agree to pay for their share of work. The existing Utility Agreement establishes the framework for the water main relocation work to be performed by the City's contractor and the general terms for reimbursement; however, a Memorandum of Agreement with the City is still recommended to more clearly establish the reimbursement details for the District's portion of the work.

On November 25, 2020, the City advertised the project for construction. Five bids were received with Power Constructors, Inc. (Powell) deemed the lowest responsible bidder for the overall work. The following table summarizes the bids received in terms of the cost of water line relocation work.

Powell	Los Angeles	MCM Const.,	Granite Const.	United Const. &
Constructors,	Engineering,	Inc.	Company	Landscape, Inc.
Inc.	Inc.			-
\$214,575.00	\$163,190.00	\$293,600.00	\$173,655.00	\$238,504.66

The cost for the bridge relocation items subject to District reimbursement in Powell's bid totaled \$214,585, which was the third lowest bid in terms of the District's cost. The bid amount is \$51,385 more than the apparent low for only the District's portion of the work; however, it

falls in the middle of the range of the five bids received. District staff reviewed the bid pricing and conducted additional research on the costs. An independent bid was solicited from the District's on-call contractor, which was submitted in the amount of \$236,001. Staff believes that the higher amount for the relocation work stems from a low initial Engineer's Estimate, together with higher pricing for materials and labor due to the COVID-19 pandemic.

Although there may be an opportunity to realize a lower cost for the work if the District were to bid the job independently of the City, the additional staff time to manage the work and coordinate it with the City's contractor is expected to outweigh any potential savings. The waterline relocation work cannot be performed before or after the City's work since the relocation needs to be coordinated with the bridge approach slabs, as well as the pipe and hangers that will be placed on the bridge itself. While the District could perform the work with its own contractor, it would be difficult to ensure effective coordination between the contractors and avoid the potential for conflict. Combining the relocation of the water main with the bridge widening is an efficient use of public funds and minimizes the overall inconvenience to the public.

Staff recommends the Board accept the City's low bid from Powell Constructors, Inc., and authorize the General Manager execute a Memorandum of Agreement (MOA) with the City to have Powell perform the utility relocation as part of the Roadside Drive Bridge Widening Project. It is further recommended that the Board appropriate an additional \$168,249 to account for the actual bid amount, District labor and a contingency, less the original appropriation amount. Finally, staff recommends the Board authorize the General Manager to execute changes to the existing Utility Agreement to reflect the updated cost.

GOALS:

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

Combining the relocation of the water main with the bridge widening is an efficient use of public funds and minimizes the overall inconvenience to the public.

Prepared by: Oliver Slosser, P.E., Senior Engineer

ATTACHMENTS:

INFORMATION ONLY



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors FROM: General Manager

Subject: ACWA/JPIA President's Special Recognition Award

SUMMARY:

On January 13, 2021, the District received the attached letter from the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) that it had received the President's Special Recognition Award. The award recognizes the District for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums" in the Workers' Compensation Program for the period of July 1, 2016 through June 30, 2019.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

Prepared by: Josie Guzman, Executive Assistant/Clerk of the Board

ATTACHMENTS:

ACWA/JPIA President's Special Recognition Award



January 13, 2021

ACWA JPIA

Las Virgenes Municipal Water District (L016) 4232 Las Virgenes Rd. Calabasas, CA 91302-1994

P. O. Box 619082 Roseville, CA 95661-9082

General Manager:

phone 916.786.5742 800.231,5742 Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

www.acwajpia.com

The members with this distinction receive the "President's Special Recognition Award" certificate for each Program that they qualify in.

President E.G. "Jerry" Gladbach

The JPIA is extremely pleased to present Las Virgenes Municipal Water District (L016) with this special recognition and commends the District on the hard work in reducing claims.

Vice President Tom Cuquet

Congratulations to you, your staff, Board, and District. Keep up the good work!

Chief Executive Officer Walter "Andy" Sells

The JPIA wishes you the best in 2021.

Gerry bladback

Executive Committee
Fred Bockmiller
Tom Cuquet
David Drake
E.G. "Jerry" Gladbach

Sincerely,

Brent Hastey Melody A. McDonald

E.G. "Jerry" Gladbach President

Randall Reed J. Bruce Rupp Pamela Tobin

Enclosure: President's Special Recognition Award(s)

Core Values

- · People
- · Service
- · Integrity
- · Innovation

President's Special Recognition Award

The President of the

ACWA JPIA

hereby gives Special Recognition to

Las Virgenes Municipal Water District

for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums" in the Workers' Compensation Program for the period 07/01/2016 - 06/30/2019 announced at the Board of Directors' Meeting in a Virtual Meeting.

E. S. gerry bladback

E. G. "Jerry" Gladbach, President



INFORMATION ONLY



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Claim by Amy and Hans Maentz

SUMMARY:

On December 4, 2020, the District received the attached claim from Amy and Hans Maentz. The claimants sought reimbursement, in the amount of \$6,255.72, for alleged damages to their property's irrigation system and valves due to the failure of a District-owned pressure regulator. Based on an investigation of the claim and circumstances, the General Manager opted to settle the claim, in the amount of \$4,730.72.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost to settle the claim was \$4,730.72. Sufficient funds are available in the adopted Fiscal Year 2020-21 Budget for this purpose.

DISCUSSION:

Staff investigated the claim and determined that the cause of the damage was the failure of a District-owned pressure regulator. The pressure regulator was installed in 1993 and last inspected in 2013. Historically, District staff prioritized the inspection, testing, and repair of pressure regulators with the higher-pressure regulators given first priority and lower-pressure regulators second. Staff has found that this protocol was not sufficient and that the lower pressure regulators were not being inspected as frequently as necessary. With the AMR/AMI Project coming online, staff is expected to have more time to devote to the inspection and

maintenance of District-owned pressure regulators. As of January 2021, staff is implementing a new pressure regulator inspection program, which will provide for all District-owned regulators to be inspected, tested and repaired on a three-year rolling basis. This process will ensure that regulators will go no longer than three years without an inspection.

The claim was reviewed with District Counsel and based on all the facts, the claim was settled for \$4,730.72. A signed Settlement and Release Agreement was obtained from the claimant, and payment was issued on February 9, 2021.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

Claim by Amy and Hans Maentz
Claim Exhibit





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
	Amy & Hans Maentz Customer # 063454 ccident or occurrence:
Λ , , , , , , , , , , , , , , , , , , ,	olland thy
Address to where ren	ch / 9130 blies/notices should be sent (if different from the above):
——————————————————————————————————————	mes/notices should be sent (ii different from the above):
Please answer the follo	Home: 018-874-9558 Work/Cell: 310-804-8723 (Amy Cell) owing questions. If more space is required, please attach additional sheets. Please attach, estimates or photos that may help in consideration of your claim.
	age or injury occur? (Give exact date and hour)
July 1- Aug water presso 2. <u>Where</u> did the - Multiple water	gust 25: series of irrigation main line breaks, due to too much we coming off curb, butile we did not learn of until 8/27/20 call damage or injury occur? to LMMWD. (See picture of main line break on mains of value boxes 8/25/20)
D) Exceptive W 3. How did the da	vater hill—too much water pressure caused leaks [we have never had excessive charge amage or injury occur? (Give full details)
· We had 202 psi	coming of the curb from the fire hydrant on corner of moralic water
· On 8/27/20 Jos @ the curb	one it was installed toward when ow CLIA Rine Emetric Can
main the ref	consino of the curb from the fire hydrant on corner of Trortdale, water canne a Lumwo told me that Lumwo had nothing to do with meter or injuries do you claim? However, when our CLIA Rene Emetric can pairs totaling \$875. To install a backfrow pressure regulator, inline values due to he discovered a Lumwo technician.

	If this claim is for damage to property, are you the le Yes No . If not, please list name an	
6. V	What is the name/s of the District employee/s causin	g the injury, damage or loss, if known?
	If District employees were involved in causing the date or omission on the part of the employees that cau	amage or injury, do you believe there was a particular sed it?
page E	What is the amount the damages claimed? (Attach c Amount claimed as of this date: \$_\(\beta\), 255.77 Estimated amount of future expenses: \$ Total Amount Claimed: \$ Basis for computation of amounts claimed:	. ^
Rene (805) Signature Print Nar This clair	Other details? (Names, addresses of witnesses, doctors. Emetric, CHA, Specialized landscapes) 923-5603 Manufacture of Claimant or Person Acting on Claimant's Behaliame of Signee (required): Im must be signed by claimant or by an authorized agree. Keep one copy for your records.	and hospitals) Nanagement No. Management No
Notice:	for allowance or for payment to any state	Every person who, with intent to defraud, presents board or officer, or to any county, town, city, authorized to allow or pay the same if genuine, any ucher, or writing, is guilty of a felony".
Date Reco	ceived: Time:	Recorded by:

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

November 30, 2020

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

Subject: Claims against Las Virgenes Municipal Water District
Name of Claimant: Amy & Hans Maentz, Customer #063454 (30047 Mulholland Hwy, Cornell)

Beginning on July 1, 2020, we began to experience a series of malfunctions in our irrigation system, which resulted in three main line breaks and damage to the valve boxes between July 1 and August 25 and resulting expenses of \$6,255.72 – detailed below.

- 1. We repaired leaking valves discovered on July 1, which was followed by major leak and a large pool of standing water on July 20 (Invoice #15287 repair cost of \$225)
- 2. Water main break next to driveway discovered on 8/11/20 (Invoice #15292 repair cost of \$275)
- 3. Water main break along Troutdale fence line (Invoice #15294 repair cost of \$375)
- 4. Installation of backflow pressure regulator to protect our irrigation system from 200 psi coming in off the LVMWD water meter because LVMWD said they were not responsible. (Invoice #15295 \$1525)
- 5. Excess LVMWD charges of inefficient and excess water usage due to water main/valve box leaks caused by 200 psi coming into our yard (see spreadsheet for summary \$1080.72)

[Note: Certified Landscape Irrigation Auditor (CLIA) Rene Emetrio, maintains our 1-acre irrigation system; he is a list of recommended CLIAs from Los Virgenes Municipal Water District.]

I became alarmed when I received a water bill dated 7/29/20 for \$1,135.24, our largest water bill by more than double in our 10 years living at 30047 Mulholland Highway in Cornell Corners.

- I called LVMWD 8/4/20 and asked for an inspection of our water meter.
- We were not home when the technician came, and there was no note.
- On 8/5/20, Rene Emetrio inspected all the valve boxes and walked our yard to check for irrigation leaks.
- I called LVMWD back on 8/11/20 to ask for the technician's report. Jessica informed me that our
 water meter was spinning at half a gallon a minute, and there should not be any movement on the
 meter. (We were out of town and no water was running, as irrigation runs early a.m.)
- On 8/11, a water main broke under our hedge next to our driveway, about 15 feet from the curb and irrigation backflow. Rene Emetrio made the repair (#2 expense noted above); the water meter was not spinning at the time the repair was completed.
- On 8/17/20, Rene Emetrio stopped by to check our irrigation system. He told me that our water meter was continuing to spin. He said "all the plastic valves are leaking. I tried tightening them, but they continue to leak. I counted 11 plastic values leaking."
- On 8/25/20, we had a massive leak covering 1/5 of our 1-acre yard (see Photo #1) due to a third water main break that ran the length of our fence line on Troutdale Avenue. (#3 expense noted above)

My alarm grew exponentially when I learned of the absurdly high water pressure coming off the curb from LVMWD, for which they claimed zero responsibility. I called LVMWD on 8/27/20 and spoke with Joann in the Planning Department, who told me:

- LVMWD has nothing to do with home water meters at the curb once they are installed.
- I asked what the water pressure was coming off the curb; she told me 202 psi (from fire hydrant at the corner of Troutdale and Mulholland).
- I called our household plumber to ask "what is reasonable water pressure is coming off the curb?" He said 65-75 psi going into a home. I paid him to come check our water meter regulating the water pressure coming into our home to ensure that the high water pressure coming off the street would not damage our home.
- On Friday 8/28/20, Rene Emetrio installed a pressure regulator on our backflow to help protect our irrigation system. (Expense #4 noted above)
- On the same day, LVWMD sent out a technician to install a pressure regulator on the LVMWD at the curb – at the same time Rene was installing a pressure regulator on our irrigation backflow – when the day before, LVMWD told me that they take no responsibility for equipment at the curb.
- When I called LVMWD to ask why they installed the regulator on the LVMWD meter, I was told, "We installed it to protect our (LVMWD) property."
- This installation reduced our water pressure from 200 psi to 30 psi, and we no longer had enough water pressure for our personal needs inside our home or our irrigation needs.
- When I called LVMWD to inquire about this significant drop in water pressure, I was told I had to sign a waiver to ask LVMWD to increase the water pressure to 100 psi at the curb, when 24 hours earlier LVWMD told me, "LVWMD was nothing to do with a water meter once installed."

In addition, as detailed on the attached spreadsheet, the impact of the high water pressure from the LVMWD resulted in an estimate \$1,000+ in additional water expenses from LVMWD.

- In reviewing a two-year history of LVMWD billing for our home address of 30047 Mulholland Hwy, I calculated the increase in both (a) inefficient use and (b) excessive use for our invoices dated 9/23/20 (\$740.97), 8/26/20 (\$666.66) and 7/29/20 (\$1,135) compared to the same monthly bills for 2019. (
- We rarely have inefficient water use charges except in the hottest months of the summer, which have been more extreme the past few years; less than 10% of the last 24 months prior to 7/29/20 invoice.
- In the winter months, we are assessed a "readiness to serve" charge of \$20-33 per for the 2-3 months we turn our irrigation system off.
- I monitor our irrigation system closely and I am quick to adjust the watering levels as the weather changes to minimize our water usage. I am deeply committed to sustainability, and I view it as our personal responsibility to steward our water resources carefully.

We hope you will review the details we have compiled carefully and make amends for the significant expense we have incurred as a result of damages caused to our irrigation system caused by Las Virgenes Municipal Water District, which were due to the unregulated, excessive water pressure entering our property from the LVMWD water meter at the curb of our home on the corner of Mulholland and Troutdale.

Thank you for your thoughtful consideration.

Best regards,



INVOICE

Date	Invoice #	
7/28/2020	15287	

Mrs. Amy Maentz 30047 Mulholland Hwy Cornell, CA 91301

P.O. No.	Terms	Due Date	
	15	7/28/2020	

Quantity	Unit Measure	Description		Rate	Amount	
1	ea	Repair wire issue to valve. July 7th			\$125.00	
1	ea	Repair main line along back by kitha area. July 23rd	nus		\$225.00	A
ave a nice da	ау		Total		\$350.00	

INVOICE

Date	Invoice #
9/2/2020	15292

Bill To

Mrs. Amy Maentz
30047 Mulholland Hwy
Cornell, CA 91301

			P.O. N	lo.	Terms	Due Date
					15	8/14/2020
Quantity	Unit Measure	Description		Rate	Amount	
1	ea	Repair to main line along fr that burst due to high pressu	ont drivewa	ay	275.00	275.00
Have a nice da	y			Tota	 al	\$275.00

Quantity

1

INVOICE

Date	Invoice #
9/2/2020	15294

Bill To Mrs. Amy Maentz 30047 Mulholland Hwy Cornell, CA 91301

Unit Measure

ea

	P.O. No.	Terms	Due Date
		15	9/2/2020
Description		Rate	Amount
Repair to main line that but water pressure along the eaproperty. Repairs done 8/25/2020		375.00	375.00

Have a nice day Total \$375.00

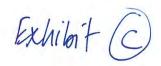


INVOICE

Date	Invoice #
9/2/2020	15293

Mrs. Amy Maentz 30047 Mulholland Hwy Cornell, CA 91301

			P.O. No.	Terms	Due Date	
				15	9/2/2020	
Quantity	Unit Measure	Description		Rate	Amount	
1	ea	R/R 8 plastic inline valves that damaged due to high water pres new inline brass superior inline shut off ball valve to each locati made.	sure. Install valves with a	2,775.00	2,775.00	
lave a nice da	ay .		Tot	al	\$2,775.00	



INVOICE

Date	Invoice #
9/2/2020	15295

Bill To

Mrs. Amy Maentz
30047 Mulholland Hwy
Cornell, CA 91301

			P.O. No.	Terms	Due Date
				15	9/2/2020
Quantity	Unit Measure	Description		Rate	Amount
1	ea	Installation of a pressure regafter the existing landscape device due to high water pre Work completed on 8/25/20	backflow essure.	1,525.00	1,525.00
lave a nice da	у		Tot	 al	\$1,525.00



our options are for repair.

Yes

Tue, Aug 25, 8:16 AM



We arrived this morning with a main line broken

OMG. Unbelievable!!!! So





Text Message









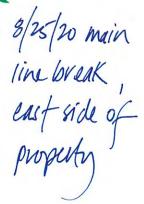














LVMWD Payment History -Amy Hans Maentz: 30047 Mulholland Hwy, Agoura Customer # 063454

Invoice	Invoice Date	Balance Due	Efficient Indoor	Efficient Outdoor	Inefficient	Excessive	otal Un
10/21/20 -11/8/20	11/25/20	\$170.54	10.29	30.71			-1
9/17/20 -10/21/20	10/28/20	\$365.10	12.5	84.50	0	0	
8/20/20-9/17/20	9/23/2020	\$740.97	10.29	95.29	52.94	23.18	1
7/22/20-8/20/20	8/26/2020	\$666.66	10.66	107.25	54.09	0	1
6/18/20-7/22/20	7/29/2020	\$1,135.24	12.5	117.24	64.87	73.39	2
5/20/20-6/18/20	6/24/2020	\$366.29	10.66	86.34	0	0	
4/22/20-5/20/20	5/27/2020	\$412.35	10.29	87.26	10.45	0	1
3/18/20-4/22/20	4/29/2020	\$144.36	12.87	21.13	0	0	
2/19/20-3/18/20	3/25/2020	\$107.54	10.29	12.71	0	0	
1/15/20-2/19/20	2/26/2020	\$126.86	12.87	16.13	0	0	
12/16/19-1/15/20	1/22/2020	\$45.10	4	0.00	0	0	
11/18/19-12/16/19	12/25/2019	\$45.68	6	0.00	0	0	
10/16/19-11/18/19	11/27/2019	\$266.45	12.13	59.87	0	0	
9/18/19-10/16/19	10/23/2019	\$397.39	10.29	59.45	33.26	0	1
8/22/19-9/18/19	9/25/2019	\$393.51	9.93	82.77	13.3	0	
07/17/19 - 8/22/19	8/28/2019	\$425.94	13.24	105.76	0	0	1
06/19/19 - 7/17/19	7/24/2019	\$422.03	10.29	82.60	20.11	0	1
5/22/19 - 6/19/19	6/26/2019	\$342.55	10.29	78.27	4.44	0	
4/16/19 - 5/22/19	5/29/2019	\$269.08	13.24	59.76	0	0	13
3/20/19-4/16/19	4/24/2019	\$182.74	9.93	37.07	0	0	- 4
2/12/19 - 3/20/19	3/27/2019	\$48.39	6	0.00	0	0	
1/18/19 - 2/12/19	2/20/2019	\$48.39	7	0.00	0	0	
12/17/18-1/18/19	1/23/2019	\$50.55	11.76	5.24	0	0	- 21

ulholland Hwy fills, CA 91 BO1 neopost 12/02/2020 \$001.40



ZIP 91302 041L1220419

Executive Assistant | Clerk of the Brand Las Virgenes Municipal Water District 4232 has Virgenes Road Calabasas, CA 91302



LVMWD Payment History Amy Hans Maentz: 30047 Mulholland Hwy, Agoura Hills, CA 91301 Customer # 063454

Invoice	Invoice Date	Balance Due	Efficient Indoor	Efficient Outdoor	Inefficient	Excessive	otal Units	Notes	Added expense
10/21/20 -11/8/20	11/25/20	\$170.54	10.29	30.71			41		
9/17/20 -10/21/20	10/28/20	\$365.10	12.5	84.50	0	0	97		
8/20/20-9/17/20	9/23/2020	\$740.97	10.29	95.29	52.94	23.18		a) Inefficient use of 53 units is 40 units more than 9/25/19 bill + b) + 23 excessive units more than 9/25/19 bill	\$288.06
7/22/20-8/20/20	8/26/2020	\$666.66	10.66	107.25	54.09	0	172	Inefficient use of 54 units is 54 units more than 8/28/19 bill	\$226.80
6/18/20-7/22/20	7/29/2020	\$1,135.24	12.5	117.24	64.87	73.39	268	a) Inefficient use of 64 units is 44 units more than 7/24/19 bill + b) 73 excessive units more than 7/24/19 bill	
5/20/20-6/18/20	6/24/2020	\$366.29	10.66	86.34	0	0		subtotal	\$1,080.72
4/22/20-5/20/20	5/27/2020	\$412.35	10.29	87.26	10.45	0	108		
3/18/20-4/22/20	4/29/2020	\$144.36	12.87	21.13	0	0	34		1
2/19/20-3/18/20	3/25/2020	\$107.54	10.29	12.71	0	0	23		1
1/15/20-2/19/20	2/26/2020	\$126.86	12.87	16.13	0	0	29		1
12/16/19-1/15/20	1/22/2020	\$45.10	4	0.00	0	0	4		
11/18/19-12/16/19	12/25/2019	\$45.68	6	0.00	0	0	6		1
10/16/19-11/18/19	11/27/2019	\$266.45	12.13	59.87	0	0	72		1
9/18/19-10/16/19	10/23/2019	\$397.39	10.29	59.45	33.26	0	103]
8/22/19-9/18/19	9/25/2019	\$393.51	9.93	82.77	13.3	0	106		
07/17/19 - 8/22/19	8/28/2019	\$425.94	13.24	105.76	0	0	119		
06/19/19 - 7/17/19	7/24/2019	\$422.03	10.29	82.60	20.11	0	113		
5/22/19 - 6/19/19	6/26/2019	\$342.55	10.29	78.27	4.44	0	93		
4/16/19 - 5/22/19	5/29/2019	\$269.08	13.24	59.76	0	0	73		
3/20/19-4/16/19	4/24/2019	\$182.74	9.93	37.07	0	0	47		
2/12/19 - 3/20/19	3/27/2019	\$48.39	6	0.00	0	0	6		
1/18/19 - 2/12/19	2/20/2019	\$48.39	7	0.00	0	0	7]
12/17/18-1/18/19	1/23/2019	\$50.55	11.76	5.24	0	0	17		

INFORMATION ONLY



February 16, 2021 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Summary of Contracts Executed under General Manager's Authority or

with Price Escalators

SUMMARY:

On December 15, 2020, Director Charles Caspary requested a future agenda item for staff to provide a summary of all contracts issued under the General Manager's authority or with automatic Consumer Price Index (CPI) escalators. Attached are two reports that are responsive to this request. The first report lists all contracts that were executed during calendar year 2020 under the General Manager's authority, which is \$35,000. The second report lists all contracts that were effective during calendar year 2020 and included an automatic CPI adjustment or any other price escalator.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

DISCUSSION:

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Angela Saccareccia, Finance Manager

ATTACHMENTS:

Contracts under General Manager Authority Contracts with Price Escalators

Contracts General Manager Executed under \$35K

Contract Number	<u>Vendor</u>	Contract Description	Contract Amount
3210196	CALIFORNIA HAZARDOUS SERVICES, INC.	MONTHLY USE FUEL SYSTEM DO SERVICE	1,050.00
3210226	KAESER COMPRESSORS INC.	ANNUAL SERVICE ON KAESER BLOWER NO. 2	1,677.03
3210154	DOCUMENT SYSTEMS INC	CANON COPIER SERVICE AGREEMENT	3,200.00
3210236	ELECSYS INTERNATIONAL CORPORATION	METER READ HANDHELD MAINT CONTRACT FINAL RENEWAL	3,720.00
3210242	BENNER & CARPENTER	SURVEYING SERVICES	4,370.00
3210145	NATIONAL PAYMENT CORP.	ELECTRIC PAY STUB SERVICES	4,660.00
3210219	RACHIO INC.	WEBSITE UPDATES AND MAINTENANCE PORTAL ACCESS	5,000.00
3210165	NATURAL SURROUNDINGS	INTERIOR PLANT MAINTENANCE SERVICES HQ	5,640.00
3210101	CAPCO ANALYTICAL SERVICES	ANNUAL BLANKET CERTIFIED TESTING SERVICES	6,000.00
3210100	BLUE DIAMOND MATERIALS	ANNUAL PO ASPHALT AGGREGATE	7,000.00
3210018	AIRGAS USA, LLC	GAS CYLINDER RENT & REFILLS	7,328.00
3210241	YORKE ENGINEERING, LLC	GUIDANCE THROUGH RULE MAKING PROCESS	7,500.00
3210197	GARDA CL WEST, INC.	AMORED CAR SERVICES	7,600.00
3210102	CHEMTREAT, INC.	ANNUAL BLANKET INDUSTRIAL WATER TREATMENT	8,000.00
3210143	ARNOLD LAROCHELLE MATHEWS VANCONAS &	JPA-TSD COUNSEL SERVICES	8,000.00
3210129	T & T TRUCK & CRANE SERVICE	ANNUAL PO T&T TRUCK & CRANE SERVICE	9,000.00
3210010	PURETEC	SERVICE 3 TANKS & TANK EXCHANGED	11,652.96
3210120	ePOWER NETWORK, INC.	ANNUAL PO UNINTERRUPTIBLE POWER SUPPLY	15,000.00
3210225	THATCHER CO. OF CALIFORNIA	ANNUAL BLANKET POCITRIC ACID	15,500.71
3210155	A BEE MAN	HUMANE REMOVAL OF BEES AND HONEYCOMB	16,500.00
3210185	URBAN WATER GROUP, INC.	WEB PAGE CONTENT FOR SUSTAINABILITY GARDEN	18,660.00
3210243	RINCON CONSULTANTS, INC.	TREE MONITORING SERVICES YEARS 6-10 FOR 2016-2020	19,140.00
3210152	MILES CHEMICAL COMPANY, INC	ANNUAL PO FOR PURE WATER CHEMICALS	19,700.20
3210104	FIRESTONE COMPLETE AUTO CARE BRIDGESTON	E ANNUAL BLANKET WITH FIRESTORE FOR TIRES	20,000.00
3210106	IDEXX LABORATORIES	QUANTI-TRAYS AND MEDIA	20,000.00
3210088	IWATER, INC.	infraMAP FIELD/ MANAGER SOFTWARE INTEGR. & INSTALL/TRAIN/ANNUAL MAINT	21,748.00
3210115	THATCHER CO. OF CALIFORNIA	ANNUAL PO ALUMINUM SULFATE	22,144.00
3210047	QUINN POWER SYSTEM	ANNUAL GENERATOR MAINTENANCE AND REPAIRS	22,500.00
3210099	BATTERY SYSTEMS INC	ANNUAL PO BATTERY STOCKING SERVICES	24,000.00
3210156	SHRED-IT USA LLC	DOCUMENT SHREDDING SERVICES	25,000.00
3210031	GLEN PETERSON	REAPPT OF REP TO BOD OF MWD OF SOUTHERN CALIFORNIA	26,400.00
3210081	EVERBRIDGE, INC	EVERBRIDGE MASS NOTIFICATION SYSTEM	27,084.01
3210118	FIRST CHOICE SERVICES (DAIOHS USA)	ANNUAL PO DISTRIWIDE COFFEE SERVICE	27,500.00
3210125	VAUGHANS INDUSTRIAL REPAIR	ANNUAL PO PUMP REPAIR SERVICES	30,000.00
3210113	SIMI VALLEY FORD	ANNUAL PO FORD DEALERSHIP SERVICES	32,000.00
3210119	CONSOLIDATED ELECTRICAL DISTRIBUTORS	ANNUAL PO ELECTRICAL SUPPLIES & PARTS	34,000.00
3210149	ACC BUSINESS	DISTRICTWIDE INTERNET SERVICE	34,674.00
3210146	SYLVIR CONSULTING, INC.	ON CALL GRANT WRITING SERVICES	34,999.00
			\$ 607,947.91

Contracts with Price Escalators

<u>Escalation</u>	<u>Contract</u>		Contract
<u>Indicator</u>	Number <u>Vendor</u>	Contract Description	<u>Amount</u>
Y, Prevailing Wage	3210196 CALIFORNIA HAZARDOUS SERVICES, INC.	MONTHLY USE FUEL SYSTEM DO SERVICE	1,050.00
Y, Capped at 5%	3210018 AIRGAS USA, LLC	GAS CYLINDER RENT & REFILLS	7,328.00
Y, CPI	3210010 PURETEC	SERVICE 3 TANKS & TANK EXCHANGED	11,652.96
Y, Prevailing Wage	3210213 NATIONAL PLANT SERVICES INC	WET WELL AND SEWER LINE CLEANING	35,000.00
Y, 3%	3210007 KONECRANES INC.	ANNUAL CRANE MAINTENANCE SERVICE	50,496.00
Y, CPI	3210044 EMISSION COMPLIANT CONTROLS CORP.	CORNELL PUMP STATION EMISSION MONITORING	136,026.64
Y,3%	3210233 THE PUN GROUP, LLP	INDEPENDENT AUDITING SERVICES	164,800.00
Y, CPI	3210122 INTERNATIONAL PRINTING & TYPESETTING INC	ANNUAL PO PRINTING	208,080.00
Y, CPI	3210231 OLIVAREZ MADRUGA LEMIEUX & O'NEILL	DISTRICT LEGAL FEES 2021	208,616.00
Y, PPA	3210061 TESLA, INC.	POWER PURCHASE AGREEMENT	220,787.40
Y, CPI not to exceed 3%	3210190 NV5, INC	ON CALL CONSTRUCTION MGMT & INSPECTION	300,000.00
Y, Prevailing Wage	3210151 W. LITTEN INC.	SPRAYFIELD OPERATION & MAINTENANCE	384,900.00
Y, CPI	3210004 OLIVAREZ MADRUGA LEMIEUX & O'NEILL	LEGAL SERVICES FOR FY 19-20	622,263.50
Y, 3%	3210022 US METRO GROUP, INC.	ANNUAL JANITORIAL SERVICES	720,807.03
Y, CPI	3210074 BRIGHTVIEW LANDSCAPE SERVICES, INC	LANDSCAPE MAINTENANCE SERVICES DISTRICTWIDE	851,725.00
Y, CPI, 2% min, 3.5% max	Memorandum of Understanding (MOU) Manage	ment, SPC, General Group	
			\$3,923,532.53

CPI = Consumer Price Index

PPI = Producer Price Index

PPA= Power Purcahse Agreeement