CRESCENTA VALLEY WATER DISTRICT

2700 Foothill Boulevard
La Crescenta, California

Agenda for the
Adjourned Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on May 20, 2014 at 7:00 p.m.

Posted: May 16, 2014 at 3:00 p.m.

Any written materials distributed to the Board in connection with this agenda will be made available at the same time for public inspection at the District office located at the above address.

Call to Order and Determination of Quorum

Pledge of Allegiance

Adoption of Agenda

Public Comments

At this time the public shall have an opportunity to comment on any non-agenda item relevant to the subject matter jurisdiction of the Board. This opportunity is non-transferable and speakers are limited to one three (3) minute comment.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of Minutes of the Regular Meeting May 5, 2014.
2. Ratification of Disbursements for April 2014.

Action Calendar

The public shall have an opportunity to comment on any action item as each item is considered by the Board prior to action being taken. This opportunity is non-transferable and speakers are limited to one two (2) minute comment.

1. **Memorandum of Understanding** – Consideration and motion to ratify the Memorandum of Understanding with the employee bargaining unit for the period of July 1, 2014 through June 30, 2016.
2. **Installation of Piping & Metering Vaults at Williams Reservoir, Project E-733CS-1** Consideration and motion to authorize the General Manager to award a contract to E & R Construction for the installation of piping and metering vaults at Williams Reservoir at a cost of $169,000 and establish a contingency amount of $16,900 (10% of contract) to cover the cost of unforeseen or additional work.
3. **Integrated Regional Water Management Grant for the Rockhaven Well, Project E-940** – Consideration and motion to authorize the General Manager to enter into a Memorandum of Understanding with the Los Angeles County Flood Control District regarding the preparing of a Grant Application for the Proposition 84 Round 3 Integrated Regional Water Management Grant Program at a cost of $17,327.33.
4. **Encinal Booster A Pump Replacement, Project E-918** – Consideration and motion to authorize the General Manager to award a contract to General Pump Company for the replacement of Booster A at Encinal Reservoir at a cost of $10,500 and establish a contingency amount of $1,050 (10% of contract) to cover the cost of unforeseen or additional work.

Information Items

Written Communications to District

Staff Reports

Secretary-Treasurer

1. Cash and Investments –May 20, 2014.

General Manager

1. Administrative Report.

District Engineer

1. Water Production Report –May 1 – 18, 2014.
2. Report on Administrative and Field Operations.

Program Specialist

1. Report on Water Conservation issues.

Information Technology

1. Report of Information Technology issues.

Attorney

1. Report on legal and related matters relevant to the District.

Reports of Committees

Engineering Committee

1. Report of Engineering Committee meeting held on May 9, 2014.

Finance Committee

1. Report of Finance Committee meeting held on May 6, 2014.

Employee Relations Committee

1. Consideration of employee relations issues affecting the District.

Policy Committee

1. Consideration of policy issues affecting the District.

Community Relations/Water Conservation Committee

1. Consideration of Community Relations/Water Conservation Committee.

Emergency Planning Committee

1. Consideration of emergency planning issues affecting the District.

Director's Oral Reports

Report on issues, meetings, or activities attended by Directors.

Closed Session

- **Conference with Labor Negotiators (§54957.6)**
  - District negotiators: Dennis Erdman and Ron Mitchell
- **Conference with Legal Counsel**
  - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.

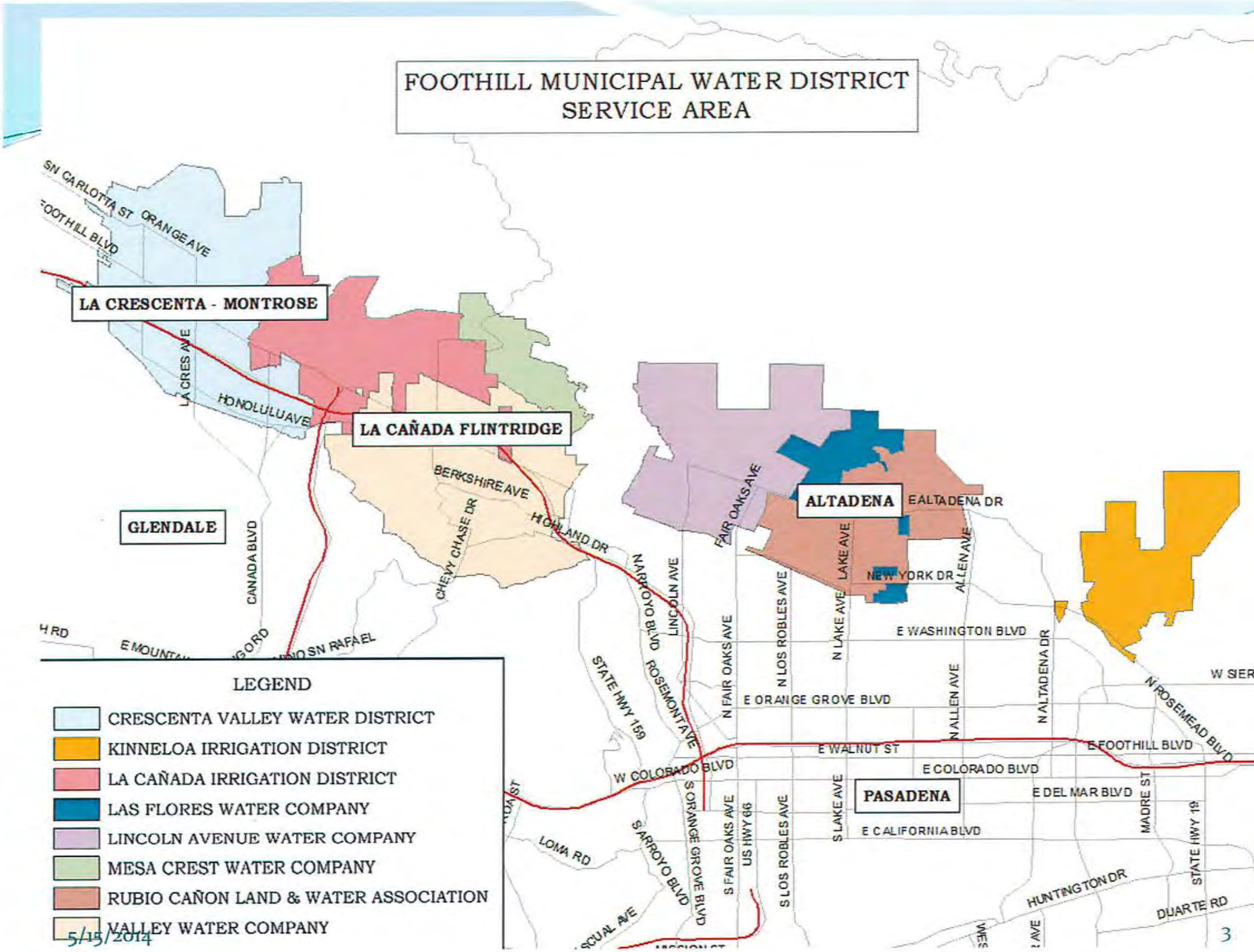
Board Members' Request for Future Agenda Items

Adjournment

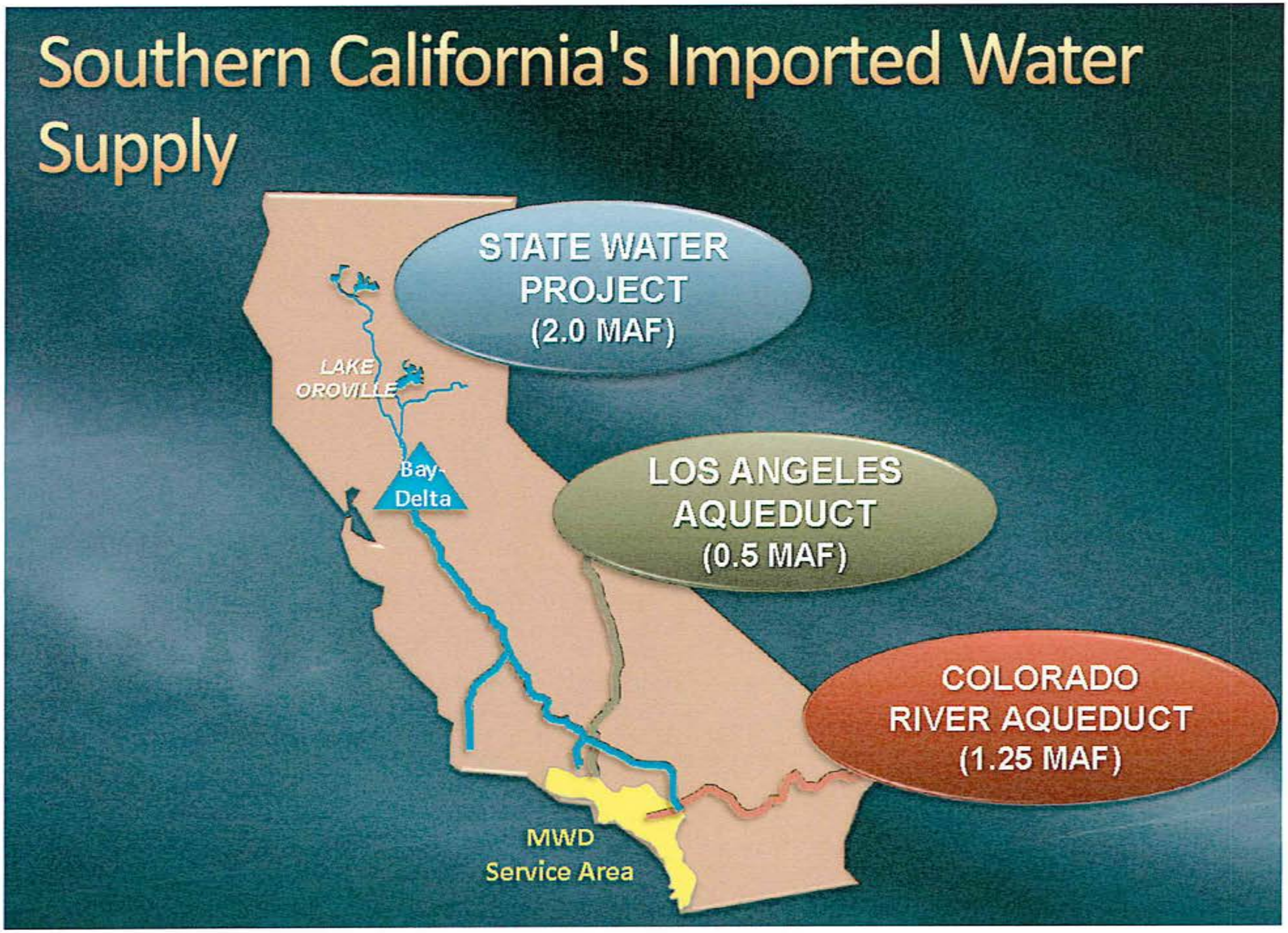
Foothill MWD 2014 Drought and Conservation Efforts

Who We Are & What We Do

- Imported Water Wholesaler/Special District – Incorporated 1952
- Member agency of MWD
- Infrastructure


FOOTHILL MUNICIPAL WATER DISTRICT
SERVICE AREA
LA CRESCENTA - MONTROSE
LA CAÑADA FLINTRIDGE
GLENDALE
ALTADENA
PASADENA
SN CARLOTTA ST
FOOTHILL BLVD
ORANGE AVE
LA CRES AVE
HONOLULU AVE
BERKSHIRE AVE
CHEVY CHASE DR
HIGHLAND DR
CANADA BLVD
FAIR OAKS AVE
E ALTADENA DR
LAKE AVE
ALLEN AVE
NEW YORK DR
E WASHINGTON BLVD
N ALTADENA DR
N ROSEMEAD BLVD
W SIERR
ARROYO BLVD
LINCOLN AVE
N FAIR OAKS AVE
N LOS ROBLES AVE
N LAKE AVE
N ALLEN AVE
STATE HWY 159
ROSEMONT AVE
E ORANGE GROVE BLVD
E WALNUT ST
E FOOTHILL BLVD
W COLORADO BLVD
E COLORADO BLVD
E DEL MAR BLVD
MADRE ST
S ORANGE GROVE BLVD
S FAIR OAKS AVE
US HWY 66
S LOS ROBLES AVE
S LAKE AVE
E CALIFORNIA BLVD
STATE HWY 19
LOMA RD
S ARROYO BLVD
HUNTINGTON DR
DUARTE RD
LEGEND
CRESCENTA VALLEY WATER DISTRICT
KINNELOA IRRIGATION DISTRICT
LA CAÑADA IRRIGATION DISTRICT
LAS FLORES WATER COMPANY
LINCOLN AVENUE WATER COMPANY
MESA CREST WATER COMPANY
RUBIO CAÑON LAND & WATER ASSOCIATION
VALLEY WATER COMPANY

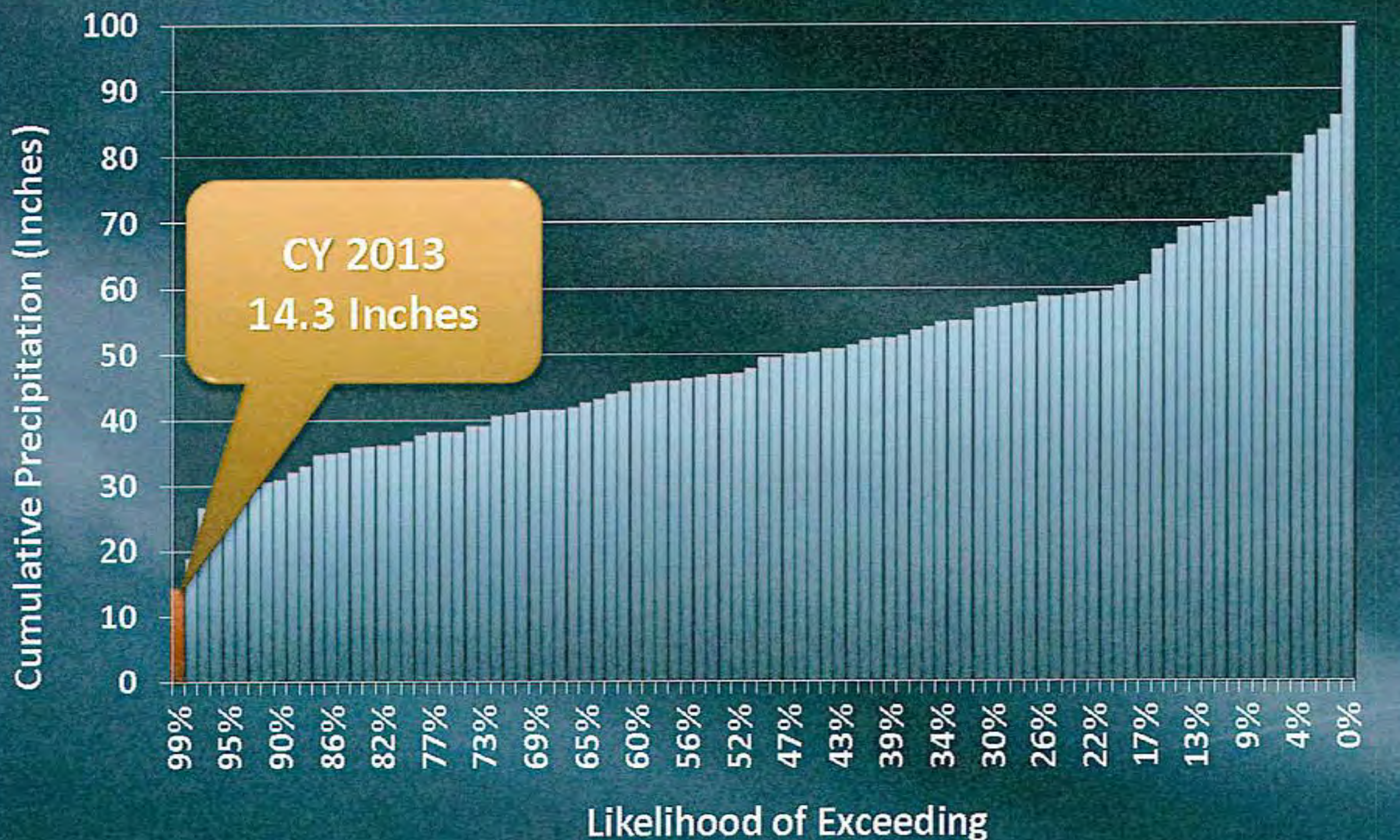
IMPORTED WATER SOURCES



 Source: *Metropolitan Water District of Southern California*

Calendar Year Precipitation Rankings

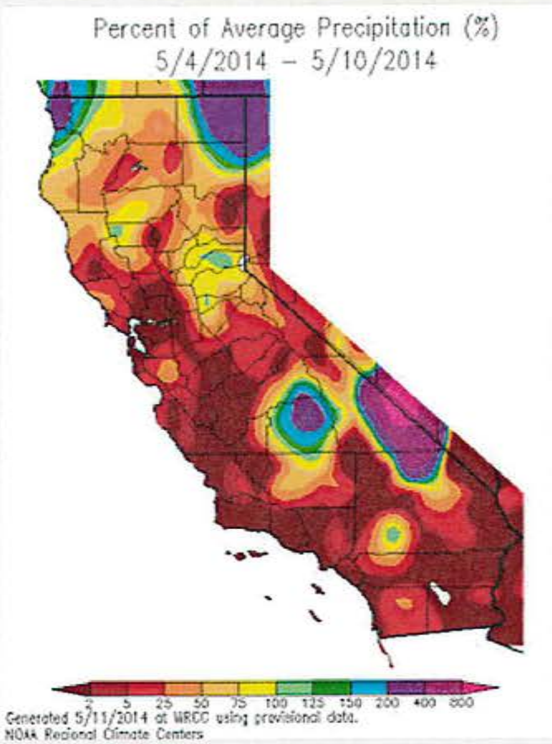
Eight Station Index 1922-2013

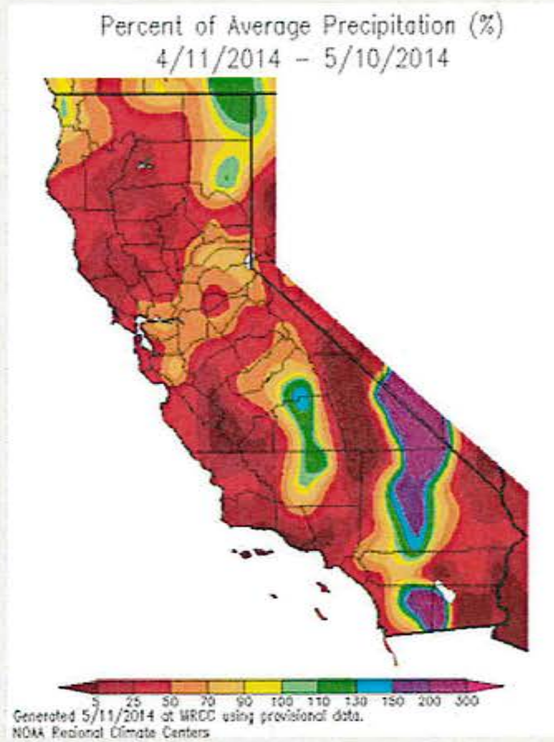


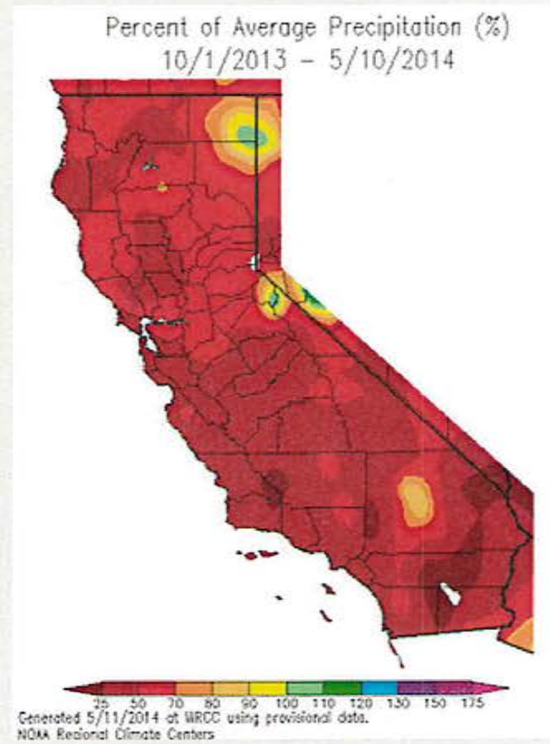
Source: Metropolitan Water District of Southern California

Average Precipitation

Last 7 Days % of Average Precipitation	Last 30 Days % of Average Precipitation	Oct 1 to Date % of Average Precipitation



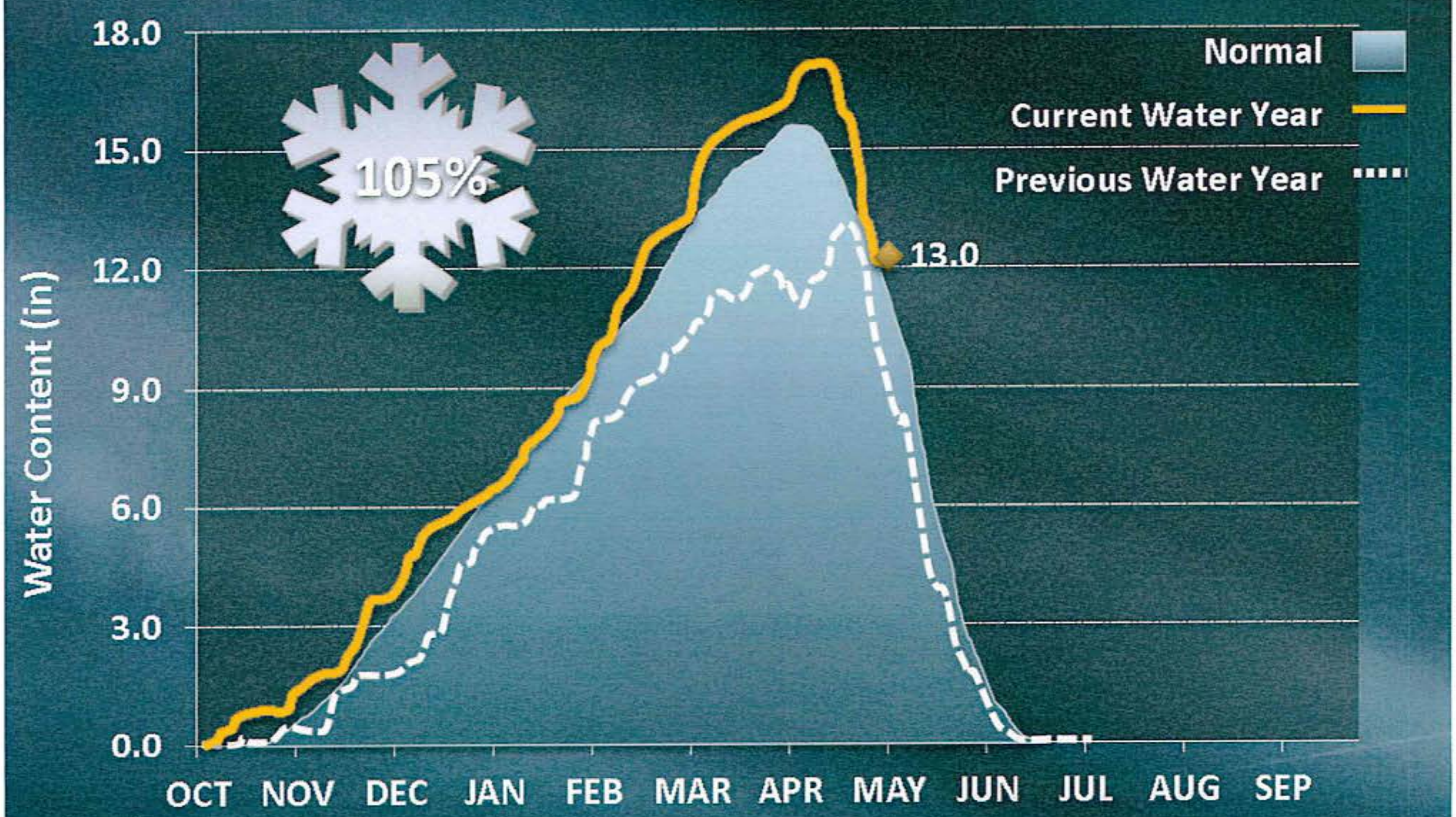




Source: Maven's Notebook

Colorado River Hydrologic Conditions

Upper Colorado Basin Snowpack

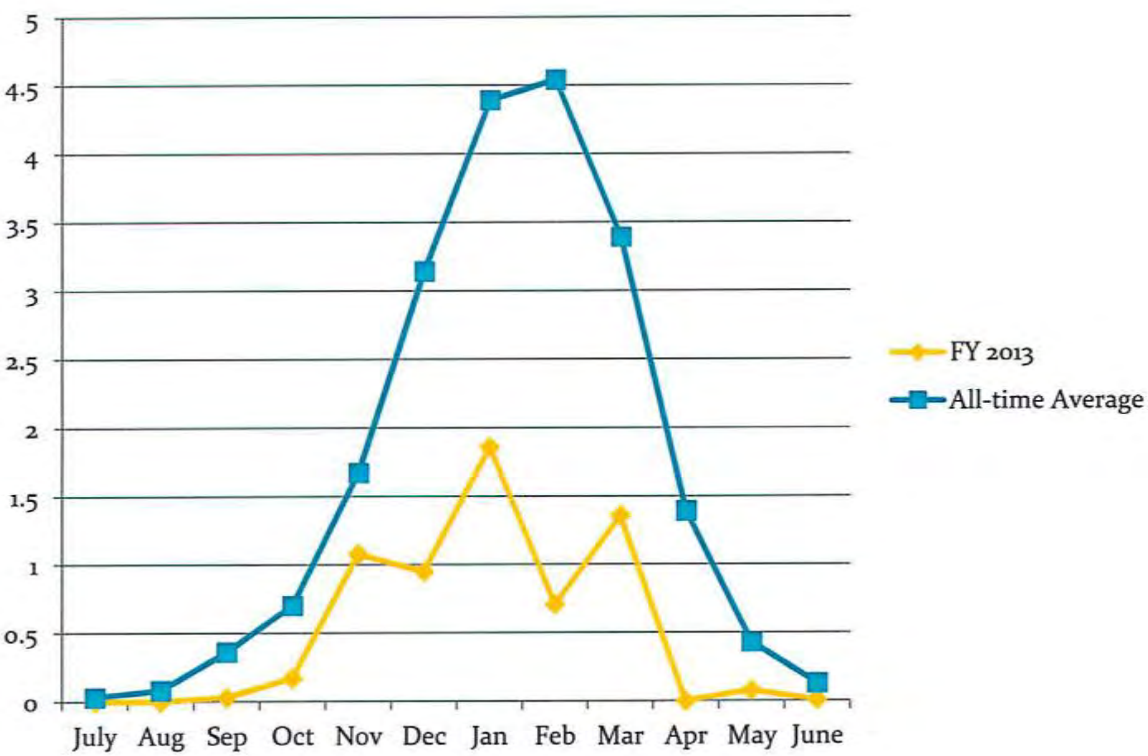


Source: Metropolitan Water District of Southern California

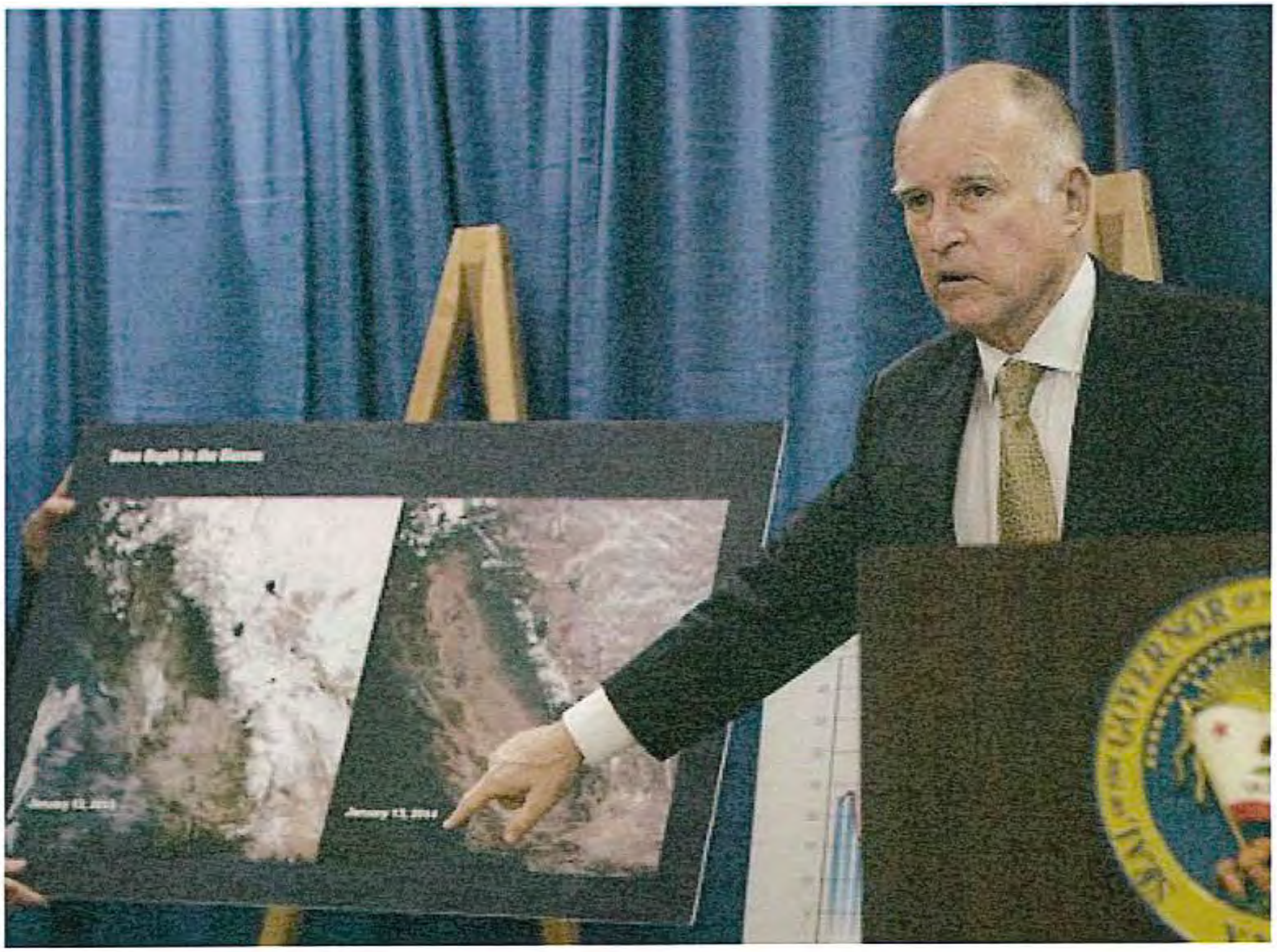
Lake Mead Water Levels

Source: Las Vegas Review Journal/Mark Damon

Local Precipitation (Pasadena)



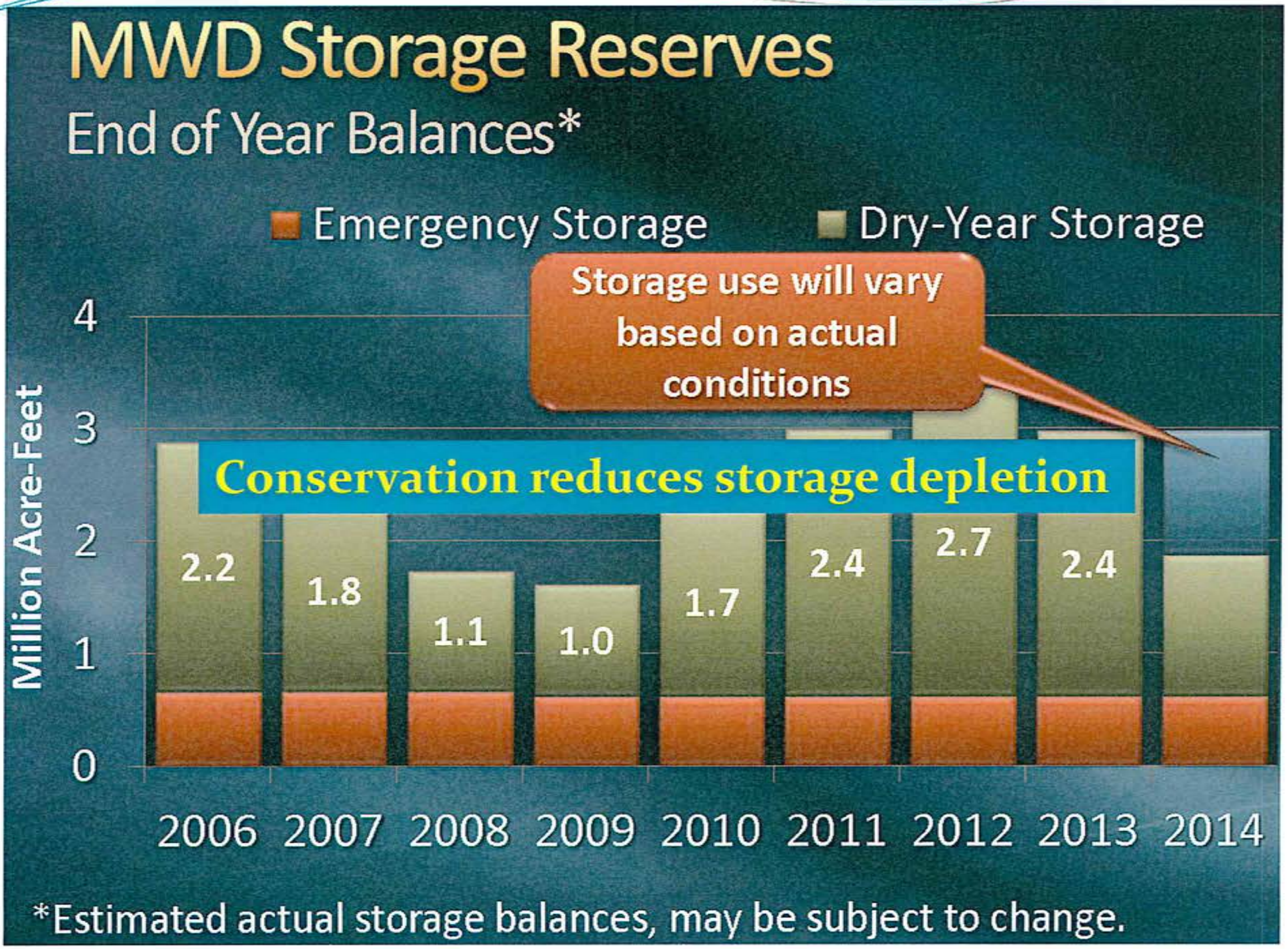
1/17/14
Brown Declares Drought



Source: Jeff Chiu/Associated Press

What We Are Up Against

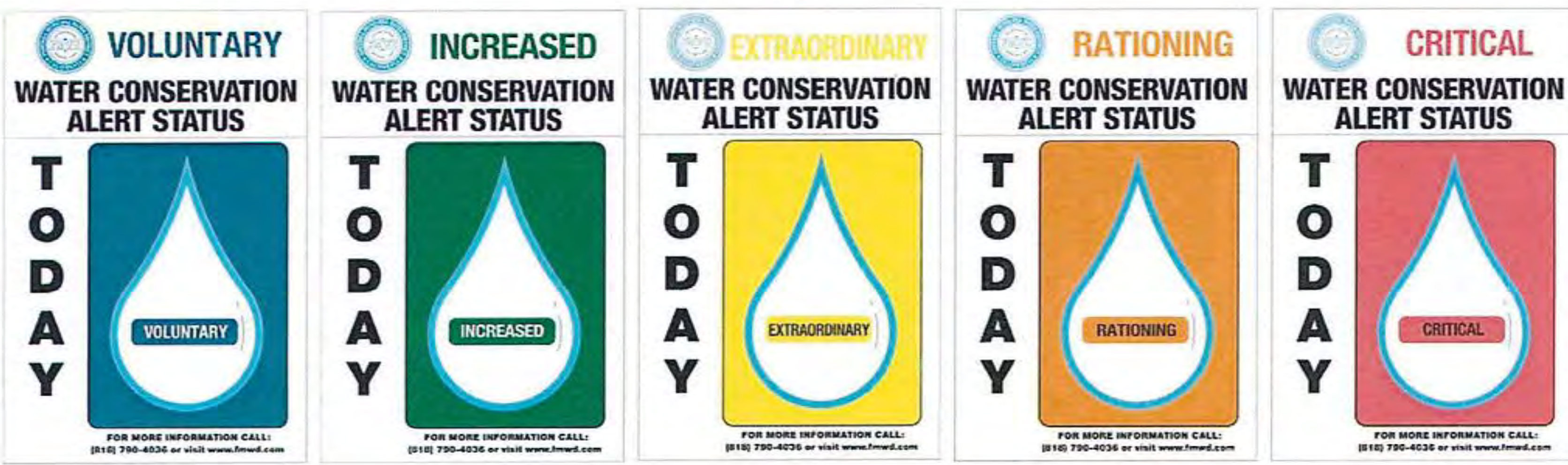
- Increased risk for wildfires
- Local groundwater levels are receding
- Canyon flows are limited
- Currently 5% SWP allocation
- How long will this drought last?



Source: Metropolitan Water District of Southern California

WHAT IS FOOTHILL MWD DOING?

Current stage



Conservation Device Rebates

- Turf rebate
- Rotating Nozzles
- Weather-based Irrigation Controllers
- Soil Moisture Sensor System
- Flow-Sensing Shut-off Device
- Toilets
- Clothes Washers
- Hot Water Recirculation System
- Rain Barrels
- Commercial Rebates

What is Foothill MWD Doing?

- Conservation rebates offered:

  http://www.fmwd.com/Conservation.aspx

- Drought Tolerant Landscaping and Other Water Use Efficiency Classes Offered Periodically
- California Native Plants Classes
- Please call (818) 790-4036 for reservations

CRESCENTA VALLEY WATER DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
May 5, 2014

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District, made at the Adjourned Regular Meeting of April 15, 2014, a Regular Meeting was held on May 5, 2014, at 7:00 p.m. at the District office at 2700 Foothill Blvd., La Crescenta, California, with President James D. Bodnar presiding.

At roll call, the following Directors and staff members were present:

Directors:	**James D. Bodnar** **Kerry D. Erickson** **Kenneth R. Putnam** **Kathleen M. Ross** **Judy L. Tejeda**
Attorney:	**Thomas S. Bunn III**
General Manager:	**Dennis A. Erdman (Absent)**
Secretary-Treasurer:	**Ron L. Mitchell**
District Engineer:	**David S. Gould**
Others Present:	**Wendy Holloway, Customer Accounts Supervisor** **Larry Byers, Plant Superintendent**

PLEDGE OF ALLEGIANCE
President Bodnar opened the meeting by asking Director Tejeda to lead the Board and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA
It was moved by Director Erickson, seconded by Director Tejeda and carried by a 5-0 vote that the Agenda for the Regular Meeting of May 5, 2014 be adopted as presented.

PUBLIC COMMENT – Mr. Rhys Teff from Scout Troop 288 came before the Board regarding his Eagle Scout project. He provided a landscape drawing and reviewed his project details and asked if CVWD could dig down 4" and level the sight for his pathway. He stated we have water lines underground and does not want to break them.

It was moved by Director Putnam, seconded by Director Erickson and carried a vote of 4-0, 1 abstained (Tejeda) to add to the action calendar use of District crews to level the lot for Eagle Scout project after agenda was posted and due to the time necessity.

Following discussion:

It was moved by Director Ross, seconded by Director Putnam and carried a vote 5-0

> **to authorize use of Community Outreach funds and the use of District crews and equipment to rough grade the lot at Rosemont Avenue & Orange Avenue for the Eagle Scout Project.**

<u>FOOTHILL MUNICIPAL WATER DISTRICT REPORT</u> – Mr. Gould reported that FMWD has approved to move to "Yellow" alert status. This will be discussed further with Action Item #3 on the agenda.

<u>CONSENT CALENDAR</u>
It was moved by Director Ross, seconded by Director Tejeda and carried by a 5-0 vote to approve the Minutes of the Adjourned Regular Board Meeting held on April 15, 2014.

<u>ACTION CALENDAR</u>

<u>LAFCO Special District Representative Election</u> – Mr. Mitchell has requested the Board's consideration and motion to cast the District's ballot for the LAFCO Special District Representative election. LAFCO has retained Mr. William Kruse of Lagerlof, Senecal, Gosney & Kruse LLP to conduct the nominations for the Representative and Alternate Representative positions. The two candidates for the Special District Representative position are incumbent Mr. E.G. "Jerry" Gladbach of the Castaic Lake Water Agency and Mr. Melvin Matthews of the Foothill Municipal Water District. Voting is being conducted by mailed ballot. Mr. Mitchell said that no election will be held for the Alternate Representative as Joseph T. Ruzicka was the only candidate and will continue in this capacity with his term ending in May 2018.

Following discussion:

> **It was moved by Director Ross, seconded by Director Putnam and carried a 5-0 vote to support Mr. E. G. "Jerry" Gladbach for LAFCO Special District Representative.**

<u>Surplus Property</u> – Mr. Mitchell said that as part of the FY 2013-14 budget, staff included funds to replace Units #5, #7, and #12 with new utility service vehicles. This was brought to the Board at the December 10, 2013 meeting and the Board approved the replacement of the three trucks. Those trucks have been replaced with new Units #43, #44, and #45. Staff is requesting that the Board declare the old vehicles as surplus property per Section 12.04 of the District's Rules and Regulations so we can begin the process of disposing of the trucks. Staff has determined that the resale value of the trucks is approximately $3,000 to $5,000 based upon comparisons for similar trucks for sale. It is staff's recommendation that the Board of Directors authorizes the General Manager to dispose of Units #5, #7, and #12 is a manner most beneficial to the District.

Following discussion:

> **It was moved by Director Tejeda, seconded by Director Ross and carried a 5-0 vote to designate Units #5, #7, and #12 as surplus property for the purpose of disposal per Section 12.04 of the District's Rules and Regulations and authorize the General Manager to dispose in a manner most beneficial to the District.**

Water Conservation Alert Discussion – Mr. Gould reported that Foothill Municipal Water District voted at the Monday, April 28, 2014 meeting to move from the "Green Alert" status into the "Yellow Alert" status. Following that decision and with the authority of Resolution 681, the District changed the Water Conservation Alert status from Green to Yellow effective May 1, 2014. Yellow alert status is defined as an Extraordinary Conservation Alert and customers are requested to minimize indoor water use and water outdoors no more than three (3) days per week. Outdoor irrigation will be permitted only on Tuesday, Thursday, and Saturday.

INFORMATION ITEMS – CNN.com: A machine that makes drinking water from thin air. La Canada Sun Online.com: California EPA study shows high presence of contaminants in LCF's drinking water. Glendale Newspress: Drought covers 100% of California for first time in 15 years. FMWD News Release: Water conservation stage changed to yellow status. Glendale Newspress: Crescenta Valley Water District to allow only three watering days a week.

WRITTEN COMMUNICATIONS TO DISTRICT – Crescenta Valley Chamber of Commerce sent a letter to Mr. Erdman thanking CVWD for the donation to the silent auction at the Hometown Fair.

REPORTS OF PERSONNEL

SECRETARY-TREASURER – Mr. Mitchell provided the Summary of Cash and Investment report which contained the following items:

Investment Portfolio Summary – as of May 5, 2014:

Cash Accounts	$170,675
Great Pacific Securities	$39,772
Bond Debt Service Fund Acct	$376,832
Local Agency Investment Fund	$1,741,806
Federal Farm Credit (78)	$484,760
Federal Farm Credit (81)	$939,910
Federal Farm Credit (83)	$493,275
Federal Farm Credit (86)	$932,310
Federal Farm Credit (87)	$491,315
US Treasury (92)	$926,410
US Treasury (93)	$926,410
Federal Farm Credit (94)	$912,850
Federal Farm Credit (95)	$558,186

MTBE Contingency Funds

Local Agency Investment Fund	$2,498,587
Great Pacific Securities	$3,351,144
Federal Farm Credit (M-4)	$957,430
US Treasury (M-5) SOLD	
US Treasury (M-11)	$990,000
Federal Farm Credit (M-10) SOLD	
Federal Farm Credit (M-12) SOLD	
Federal Farm Credit (M-13) SOLD	

US Treasury (M-14) SOLD	
US Treasury (M-15) SOLD	
Federal Farm Credit (M-16) NEW	$1,017,110

Fund Balances at February 28, 2014

Water	$15,002,299.13
Wastewater	$4,699,767.01

Mr. Mitchell reported that the auditors have started the preliminary work today, May 5, 2014 and should be done by Wednesday May 7, 2014, and that Mr. Chris Brown will meet with the Finance Committee on Tuesday, May 6, 2014 to discuss the audit.

GENERAL MANAGER – Mr. Erdman reported by e-mail that FMWD has taken the step of moving to "Yellow" alert status for water conservation. This was prompted by the Governor's re-declaration of the drought conditions in California on April 25, 2014. FMWD's General Manager has asked for an opportunity to address the CV Town Council on the topic of the drought at their May 22, 2014 meeting. FMWD has also taken an additional measure of electing to reduce watering days to two days per week as this was one of the measures requested in the Governor's declaration. The recent hot and windy weather is a reminder of the long fire season ahead. CVWD staff is alert to "red flag" conditions and the operators are keeping our reservoirs as full as possible. As of April; 30, 2014 the District has worked 173 days without a lost time accident. Kellen Boyce is celebrating his anniversary of 12 years with the District this month.

DISTRICT ENGINEER

Water Production – For the period of April 1 through April 30, 2014, water production averaged 116.2 million gallons per day, which is **2.7% less** than the daily average production of the same period in 2013. This is **6.5% greater** from the daily average production of the previous five years.

Rainfall: April 2014	**0.82"**
Season-to-date:	**9.02"**

Administrative and Field Operations – Mr. Gould provided a memorandum and discussed the following:

Rainfall Update – 0.82" for April 2014. Rainfall total for 2013-14 is 9.02".

Report on Engineering:

CIP Projects – Pipeline – 3000 & 3100 Block of Paraiso Way – 4900 Block of Ramsdell – final paving. Pipeline – 3800 Block of Honolulu Avenue – 80% complete. Well Rehabilitation, E-934 – Well 9 – back in service. Well 12 – Rehabilitation complete, waiting on water sample results. Well 5 – Rehabilitation to be completed by June 13, 2014. Well 8 – Begin rehabilitation in May 2014. Well 11 – Begin rehabilitation in June 2014. Ocean View Chlorination Project – out to bid. Building project – finalizing design. Edmund #1 - Roof demo complete. Installing steel columns and roof – 30% complete. Oak Creek MCC – Cannon working on 100% submittal.

Crescent Valley County Park - Local Groundwater Assistance Grant – Flow monitoring in Verdugo Wash – permitting and installation are proceeding. Water quality sampling – obtained access permit. Monitoring Wells – Preliminary design under review.

Glendale – Rockhaven Well – Project presentation to Greater LA Leadership Committee. Preparing CEQA Documentation for Project. Preparing grant application for submittal by RMC to State. Meeting with GWP on agreement.

FMWD Issues – Completed work for emergency generators at Berkshire Station.

ULARA – Working with City of LA & LA County on runoff gauge repairs. Working on 2012/13 Annual Report and 2013 Pump & Spreading Plan. Watermaster & Legal Counsel contracts expires on December 31, 2014. Working on new 3 year agreement.

Water Meter Replacement Program – Start FY 13/14 Water Meter Replacement Program – replaced 780 meters to date.

Report on Administrative and Field Operations:

Well Status – Well production capacity – Average 2.0 MGD due to Well 5 & Well 12 out of service. Well 8 – leak on discharge piping.

Booster Pumps – Encinal Booster "A" out of service; Staff getting quotes to repair pump.

Glenwood Nitrate Plant – No Report.

Water Quality – No Report.

Mills Plant – No Report.

Reservoirs/Booster Stations – Edmund #1 – Out of service until roof replacement completed in the end of May 2014.

MTBE Update – MTBE levels in Wells below 1ppb.

Field Maintenance and Operations update for April 14 – April 30, 2014

Water lateral leaks & repairs

- 2443 Los Olivos
- 2196 Foothill
- 2710 Mary
- 2734 Prospect
- 2474 Florencita
- 2755 Orange

Water Main Leaks – No Report.

Fire Hydrant Replacement – No Report.

Developer Projects – No Report.

Valve Replacement – No Report.

General Maintenance – No Report.

SCADA/Telemetry System – No Report.

Sewer Maintenance – No Report.

PROGRAM SPECIALIST – No Report

INFORMATION TECHNOLOGY – No Report

ATTORNEY – Mr. Bunn reported on a flyer that is being distributed regarding Blastco's violations of wage and working conditions. This flyer is anonymous, and whoever is handing out the flyer has no understanding of the reason for the circulation. A couple of meetings ago, Mr. Bunn reported on a letter the District received from a union support organization with the same allegations, and he advised the District that since we already had signed a contract with Blastco we don't have grounds to terminate the contract with Blastco. Mr. Bunn asked that if we receive any inquires from the press, they should go to the General Manager or to President Bodnar. Mr. Bunn has asked Mr. Gould to have staff examine the current project to see if the contractor is following prescribed laws regarding wages and benefits.

REPORTS OF COMMITTEES

Engineering Committee – Director Bodnar reported that the Committee will meet on May 9, 2014 at 8:30 a.m.

Finance Committee – Director Putnam reported that the Committee will meet on May 6, 2014 at 3:30 p.m.

Employee Relations Committee – Director Bodnar reported that the Committee had not met; however a meeting will be scheduled as needed.

Policy Committee – Director Ross reported that the Committee had not met; however a meeting will be scheduled as needed.

Community Relations/Water Conservation Committee – Mr. Gould reported that the Committee met on April 23, 2014 and discussed National Night Out, Article for the CV Weekly and Customer Notification during construction work.

Emergency Planning Committee – Director Bodnar reported that the Committee had not met; however a meeting will be scheduled as needed.

DIRECTORS ORAL REPORTS

Director Ross reported that as she was traveling in Northern California, she saw signs from farmers regarding the water drought and how they feel about the water going to Southern California. She also reported that her daughter has been accepted to the Green Program, Global Water and Sustainability project in Peru, and is considering whether she will go or not.

Director Erickson reported that there is a Prayer breakfast tomorrow morning at 6:30 a.m. at the First Baptist Church. He talked about the article for the CV Weekly and that if there are any modifications to let Christy know about them soon. He will be attending the ACWA Spring Conference and wants to gather more information regarding the drought and penalties and what other water district's will implement. He also reported that he will not be attending the May 20, 2014 Board Meeting.

Director Bodnar reported that he reviewed Director Erickson's drought letter for the CV Weekly and provided comments to Christy. And relating to the drought he has been conserving water and used only 8 billing units on his last billing cycle. He also reported on the 5% State Water Project Allocation adds about 100,000 acre feet to MWD. This allocation is only effective after September 1, 2014. He attended the April 17th CVTC meeting. On April 26th he toured the Rockhaven facility with the Girl Scouts, and on May 3rd he attended the 75 year celebration of the Union Station in Los Angeles.

Director Tejeda reported that she attended the JPIA meeting and provided their policy on hiring relatives. She will be attending the ACWA Spring Conference this week.

Director Putnam reported that several blue dots in the street that help to locate the fire hydrants need to be replaced.

CLOSED SESSION

No reportable Action.

ADJOURNMENT

There being no other business to come before the Board at 9:17 p.m., it was moved by Director Ross and seconded by Director Tejeda that the meeting be adjourned to May 20, 2014 at 7:00 p.m.

APPROVED

________________________	________________________
James D. Bodnar	Ron L. Mitchell
President	Secretary-Treasurer

:ASH DISBURSEMENTS LIST
\PRIL 2014

:heck#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
und: 01 Water					
0	4/29	Southern California Edison Co.	Power purchased	17,582.23	301.27
29620	4/1	ACWA/Joint Powers Ins. Authority	Workers comp - 1/1/2014 to 3/31/2014	19,690.00	13,126.00
29621	4/1	AVAYA Financial Services	Land line lease	380.68	126.90
29622	4/1	AW Direct, Inc	Plug cap	8.93	8.93
29623	4/1	BC Laboratories, Inc	Water analysis	1,954.00	
29624	4/1	Best Drilling & Pump, Inc.	E-934 Well rehabilitation 5,7,8,9,11,12	49,998.50	
29625	4/1	CA Dept. of Health Services	Water system fees 7/1/13 to 12/31/13	7,936.00	
29626	4/1	Cannon	E-931 Design for MCC at Oak Creek Reservoir	9,696.25	
29627	4/1	Capital One Commercial	Misc supplies	706.56	706.54
29628	4/1	Cargill, Inc - Salt Division	24.68 Bulk solar salt	2,890.13	
29629	4/1	Charter Communications	Fiber Optic, cable at Main Office, Mills, and Glenwood 03/2014	3,653.24	1,217.75
29630	4/1	Choice Pest Control	Monthly billing for Well 9	243.75	105.25
29631	4/1	City of Glendale	Glendale tax - July-Dec 2013	96,309.22	
29632	4/1	City of Glendale - Permits	Excavation permits	3,262.56	
29633	4/1	Colonial Life & Accidents Ins.	Employee paid insurance	183.61	
29634	4/1	Consolidated Elec. Distributor	1 qt sqz clearglide	7.82	2.60
29635	4/1	Culver Company, Inc	Conservation promotional items and leak detection tablets	7,109.09	
29636	4/1	Raymond Dodge	Milesage reimbursement	33.39	72.97
29637	4/1	Emedco	Inspection tags	280.86	83.62
29638	4/1	Energy Savers, LLC	Conservation books and materials	3,546.57	
29639	4/1	Eurofins Eaton Analytical Inc.	Water analysis	134.00	
29640	4/1	Foothill Municipal Water	Water delivery	150.00	
29641	4/1	David Gould	Reimbursement AWWA Conference	15.86	5.28
29642	4/1	Great America Leasing Corp.	Kyocera copier leases	434.91	434.91
29643	4/1	HD Supply Waterworks Ltd	1 - 2" water meter; credit for 56-1" ball valves; 6 fire hydrants	1,529.39	19.17
29644	4/1	Holly Healy	CPR Training	1,560.00	520.00
29645	4/1	Armen Hovakimyan	Refund Check	33.20	
29646	4/1	Just Tires, Inc.	New tires Unit #38	393.45	131.15
29647	4/1	LA Dept Water and Power	Power purchased	43.95	
29648	4/1	Office Depot - Credit Plan	Misc supplies 03/2014	219.47	199.04
29649	4/1	Orchard Supply Hardware	Misc hardware 03/2014	408.31	373.69
29650	4/1	Paveco Construction Inc	List 74 Z various locations for paving	10,245.75	

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
29651	4/1	Registrar- Recorder County Clerk	November 5, 2013 Election costs	36,750.64	36,750.63
29652	4/1	Sully-Miller Contracting Co.	Additional charge for cold patch delivery	10.59	
29653	4/1	Judy Tejeda	Mileage reminbursement for Running Dry Water Symposium	45.00	15.00
29654	4/1	The Gas Company	Gas purchased office	79.46	26.48
29655	4/1	Vision Service Plan Co-(CA)	Group Vision 04/2014	264.55	176.36
29656	4/1	Western Water Works	Meter couplings, tees and gaskets	1,544.31	
29657	4/1	Los Angeles County Assessor	CD of addresses for Prop 218 FY14/15	305.75	101.91
29658	4/1	Christy Joana Scott	Reimbursement for 55 gallon Barrel Emergecy Water Storage	139.99	
29659	4/10	All American Landscape Co.	Landscape maintenance	217.50	72.50
29660	4/10	AM Conservation Group, Inc.	500- spray nozzles and 500 showerheads for conservation handouts	4,623.29	
29661	4/10	AMEC Environment & Infrastructure, Inc.	M-903 Grant appication support	4,577.71	
29662	4/10	Ameripride Uniform Services, Inc	Uniform Rentals	458.48	152.82
29663	4/10	Anawalt Lumber & Materials Co.	Misc hardware 03/2014	68.30	78.42
29664	4/10	ARC	Monthly billiing for Bond Plot	843.15	281.05
29665	4/10	Arrowhead Mountain Spring Wate	Distilled water	84.03	
29666	4/10	Shakeh Arzoomanian	Refund Check	80.01	
29667	4/10	AT&T	Main office, Mills and Glenwood 04/2014	592.89	214.29
29668	4/10	AW Direct, Inc	Plug assembly	17.61	17.60
29669	4/10	BC Laboratories, Inc	Water analysis	276.50	
29670	4/10	Bonners Equipment Rentals	Monthly rentals 03/2014	11.83	11.82
29671	4/10	C.V. Chamber of Commerce	Directory listing	395.00	
29672	4/10	CalPers	Employee contributions 03/2014	22,367.42	14,911.62
29673	4/10	Cannon	E-931	150.00	
29674	4/10	Cash-Petty Cash	Reimbursement for petty cash	196.85	75.94
29675	4/10	City of Glendale	Utility Tax 1/2014 to 03/2014	31,812.81	
29676	4/10	Consolidated Elec. Distributor	Service Charge	148.63	55.78
29677	4/10	Culver Company, Inc	Laminated bags with logo	1,962.50	
29678	4/10	Direct Connection	Water conservation brochures	630.74	146.48
29679	4/10	Do-it Center	Misc hardware 03/2014	133.80	70.12
29680	4/10	Dunn-Edwards Corporation	Paint for boosters	67.90	
29681	4/10	Eurofins Eaton Analytical Inc.	Water analysis	498.00	
29682	4/10	Foothill Car Wash, Lube & Oil	Oil chnge for unit #33		44.90
29683	4/10	Fred M. Boerner Motor Co.	Unit #31 - install lights and check brakes		297.76
29684	4/10	Galpin Ford Inc.	Purchase of Unit #43 and Unit #44	48,905.75	
29685	4/10	Rachel Gonzalez	Refund Check	12.92	
29686	4/10	Grainger	Safety googles for sewer crew		25.64
29687	4/10	Hutchinson & Bloodgood	Compcon consulting 03/2014	138.75	46.25
29688	4/10	Bryan Jones	Reimbursement for safety boots	131.25	43.75
29689	4/10	Joseph G. Pollard Co., Inc	Replacement mirror head		58.03

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
29690	4/10	Daniel Kim	Refund Check	100.00	
29691	4/10	Linda Kim	Refund Check	92.21	
29692	4/10	L.A. County Dept. Public Works	Exavation permits	4,768.96	
29693	4/10	L.A. County Dept. Public Works	Permit for M-903A	1,238.00	
29694	4/10	Lagerlof, Senecal, Gosney & Kr	Legal services 03/2014	3,367.50	1,250.00
29695	4/10	Lillestrand Leadership Cons. Inc	Professional services Dennis & Chrsity	727.40	727.40
29696	4/10	Los Angeles Times	Subscription renewal	54.00	18.00
29697	4/10	McCall's Meter Sales & Service	4"Meter head assembly	1,119.50	
29698	4/10	Dwight Nash	Refund Check	49.45	
29699	4/10	Northern Safety Co., Inc	6 - Hard hats with cooling liner and neck shade	79.04	26.34
29700	4/10	O'Reilly Auto Parts	Misc parts 03/2014	82.42	27.47
29701	4/10	Paper Cuts, Inc	Paper shredding	26.88	26.87
29702	4/10	Ramco	Crushed misc base	2,081.01	
29703	4/10	Rassac Air Systems	A/C maintenance Mills	382.50	127.50
29704	4/10	Sawyer Petroleum	849 gal.clear diesel/Glenwood	2,516.03	838.67
29705	4/10	Scotty's & Sons, Inc	Hose cable	251.99	251.95
29706	4/10	Tyler Smith	Wash/clean service trucks	294.00	98.00
29707	4/10	Gene Abel Soto	Refund Check	15.65	
29708	4/10	Sully-Miller Contracting Co.	Cold patch	2,027.11	
29709	4/10	Judy Tejeda	Reimbursment for ACWA/JPIA Benefits users forum	225.75	75.25
29710	4/10	Tesco Controls, Inc	2014/15 EMASS annual maintenance agreement	3,712.50	1,237.50
29711	4/10	The Gas Company	Gas purchased for Glenwood, Main Office and Mills	425.03	141.68
29712	4/10	Toro's Lawnmower & Garden	Flash light and start rope	15.07	15.07
29713	4/10	Tri-Xecutex Corp	Security alarm monitoring April, May, June 2014	243.00	81.00
29714	4/10	Underground Service Alert/SC	Underground notification	123.75	41.25
29715	4/10	United Traffic Service & Supply	Men Working signs	304.38	101.43
29716	4/10	UPS	Shipping charge plant	12.49	12.49
29717	4/10	Waste Management - Sun Valley	Disposal service for Main Office and Glenwood	581.83	193.95
29718	4/10	Water Well Redevelopers Inc	E-934 Videolog Well #12	750.00	
29719	4/10	Western Water Works	Meter gaskets, adapters, and copper wire	987.33	
29720	4/21	ACWA/Joint Powers Ins. Authori	Registration for ACWA Spring Conference - D. Erdman	382.50	127.50
29721	4/21	ADS, LLC	Monthly monitoring		1,580.00
29722	4/21	Aflac	Employee paid insurance	1,363.73	
29723	4/21	Airgas USA, LLC	Monthly cylinder rental	169.55	169.54
29724	4/21	Allstar Fire Equipment Inc	Aluminum double male rocker lug	89.71	
29725	4/21	AT&T	PRI Line 04/2014	1,130.04	376.68
29726	4/21	AT&T Mobility	Cell phone service 04/2014	1,948.59	649.52
29727	4/21	AW Direct, Inc	Safe-T-Connects	21.18	7.05
29728	4/21	BC Laboratories, Inc	Water analysis	1,609.75	

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
29729	4/21	BC Laboratories, Inc	Water analysis	985.00	
29730	4/21	City of Glendale Water & Power	Power purchased	28,270.04	12.30
29731	4/21	Corporate Telecomm	Phone lease	175.54	58.49
29732	4/21	County Sanitation District #2	Inert loads	524.75	
29733	4/21	DataProse Inc.	Printing and postage for Control 1-4	1,520.97	1,520.96
29734	4/21	Dell Marketing L.P.	Lease contract	415.34	138.44
29735	4/21	Direct Connection	Postage for Prop 218 Notice	1,037.92	1,037.92
29736	4/21	Eurofins Eaton Analytical Inc.	Water analysis	120.00	
29737	4/21	First Choice	Coffee service office	85.41	85.40
29738	4/21	Foothill Municipal Water	Water delivery 03/2014	192,723.67	
29739	4/21	Hoffman Southwest Corp.	Hawkridge/Pine Cone sewer backup location camera crew		1,350.00
29740	4/21	Joseph G. Pollard Co., Inc	Replacement mirror head		34.02
29741	4/21	Kevin & Allister Traber	Turf rebate	1,000.00	
29742	4/21	L.A. County Dept. Public Works	Excavation Permit	4,052.00	
29743	4/21	L.A. County Dept. Public Works	Excavation Permit	4,344.00	
29744	4/21	L.A. County Dept. Public Works	Excavation Permit	2,868.00	
29745	4/21	Lagerlof, Senecal, Gosney & Kr	Public Water Agencies Group	438.64	146.21
29746	4/21	McCall's Meter Sales & Service	Upgrade meter well #5	1,173.85	
29747	4/21	Napa Auto Parts	Premium hydraulic fluid for Unit #31		120.99
29748	4/21	Robert Brkich Const. Corp	E-921 main replacement 3000-3100 Blk Paraiso Way	229,871.50	
29749	4/21	Sawyer Petroleum	500 gal.red diesel fuel/Glenwood	1,350.88	450.29
29750	4/21	Shell	Gas purchased	2,115.15	705.05
29751	4/21	Star Brite Bldg. Maintenance Inc	Janitorial Service 04/2014	618.75	206.25
29752	4/21	Trench Shoring Company	2-8'x20' trench plates for valve replacement project	1,354.25	
29753	4/21	Univar USA Inc	1262 gallons of bleach for Mills & Glenwood	2,168.12	
29754	4/21	University of Southern Califor	DVD - Field testing backflow	49.10	
29755	4/21	Water Well Redevelopers Inc	E-934 Revideo Well 12	650.00	
29756	4/21	Water Wise Consulting, Inc	Water audit for 4742 Maryland	175.00	
29757	4/21	Wells Fargo Card Services	Erdman:AWWA Conf.-registration, meals, parking; lunch meeting with Dean Wiberg	445.51	141.24
29758	4/21	Wells Fargo Card Services	Gould: AWWA Conf.-hotel, meals, gas; engineering dept supplies	750.90	250.30
29759	4/21	Wells Fargo Card Services	Hass: Monthly recurring charges; SCADA hardware; toner; lunch mtg	359.67	172.19
29760	4/21	Wells Fargo Card Services	Mitchell: Line forms for sewer crews; field supplies	123.45	282.04
29761	4/21	Wells Fargo Card Services	Scott: Water conservation magnets and promotional items; Smart Gardening Class expenses; safety lunch and CPR training class expenses	4,069.85	255.05
29762	4/21	Wells Fargo Card Services	Erickson: ACWA Conference registration	457.50	152.50
29763	4/21	Wells Fargo Card Services	Tejeda: ACWA Conference registration	420.00	140.00

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
29764	4/21	Western Water Works	3-14" butterfly valves with flanges for project E-921 3800 block of Honolulu; ball valves; handles; bushings; couplings for stock	12,519.09	
29765	4/21	Whittier Fertilizer Co	100 bags top soil	317.20	
29766	4/21	Yale Chase Materials Inc	Keys for forklift	14.84	4.95
29767	4/22	City of LA Canada Flintridge	Excavation Permit	525.00	
29768	4/28	Cash-Petty Cash	Petty cash reimbursement	305.56	57.06
			Subtotal for Water & Wastewater Funds	$ 930,951.87	$ 86,633.98
			Grand Total of Disbursements for April 2014	$ 1,017,585.85	

PAYROLL REPORT
April-14

Directors	$	1,080
Office Regular Payroll	$	126,857
Office OT	$	2,373
Plant Regular Payroll	$	95,795
Plant OT and Standby	$	16,908
Employer Payroll Taxes	$	18,018
Payroll Service Charges	$	365
Total	$	261,395

MEMORANDUM OF UNDERSTANDING

BETWEEN

CRESCENTA VALLEY WATER DISTRICT

AND

THE EMPLOYEES' ASSOCIATION/AFSCME

July 1, 2014 to June 30, 2016

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ARTICLE 1 – ADMINISTRATION

SECTION 1.1 -- PREAMBLE

A. This Memorandum of Understanding ("MOU") constitutes an agreement between the Crescenta Valley Water District, hereinafter referred to as "District" and the Crescenta Valley Water District Employees' Association, an affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "Association".

B. The Association is the formally recognized employee organization for all District employees in the Non-Management Unit defined in District Resolution No. 580 and includes all regular, part-time, probationary, or temporary employees in the job positions shown in Section 2.2 (Salary Range/ Cost of Living Adjustments).

SECTION 1.2 -- AUTHORIZED AGENTS

A. For purposes of administering the terms and provisions of this MOU the authorized agents of the parties and their mailing addresses are as follows:

District:
General Manager
Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta, California 91214

Association:
Association President
Employees Association of the Crescenta Valley Water District
c/o AFSCME Local 1902
700 N. Alameda St., Suite 2-219
Los Angeles, California 90012

B. Any notices or other written communication between the parties shall be served personally on the authorized agents or by certified mail.

SECTION 1.3 -- TERM

A. This MOU shall be effective as of July 1, 2014, subject to approval by the Board of Directors of the District, and shall remain in full force and effect to and including June 30, 2016.

B. The term of this MOU may be extended upon written agreement signed by the parties and approval by the District's Board of Directors.

SECTION 1.4 -- IMPLEMENTATION

A. It is agreed that the provisions of this MOU are of no force or effect until ratified by Association and duly adopted by the Board of Directors.

B. Once ratified by Association and then adopted by the Board, each provision of this MOU shall become effective on the date set forth in Section 1.3 (Term), unless another implementation date is specified for a particular provision within the MOU.

SECTION 1.5 -- RENEGOTIATIONS

A. In the event either party elects to renegotiate a successor MOU, then within 120 to 60 days prior to the expiration of this MOU, such party shall serve upon the other its written request to commence negotiations, specifying the subjects intended to be raised.

B. Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.

C. In the event that neither group has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.

SECTION 1.6 -- FULL UNDERSTANDING

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, existing District provisions, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.

B. It is agreed and understood that during the term of this MOU, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered herein or raised and discussed by the parties during the negotiation of this MOU.

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors.

SECTION 1.7 -- PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and applicable federal and state laws and regulations in addition to District rules and regulations. The parties agree to abide by all such laws, rules, and regulations.

SECTION 1.8 -- NON-DISCRIMINATION

There shall be no discrimination on the part of either the District or Association towards any employee on any of the bases forbidden by any state or federal law applicable to the District or Association.

SECTION 1.9 -- WATER CODE

The parties to this MOU recognize the existence of various sections of the Water Code of the State of California, particularly Division 12 relating to County Water Districts, which vest in the District's Board of Directors and the General Manager the power to exercise traditional prerogatives relative to management of the District's work force and control over performance of the District's work.

SECTION 1.10 -- GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 2 – PAY PRACTICES

SECTION 2.1 -- SALARY GRADE AND RATE RANGE ASSIGNMENTS

All positions within the Bargaining Unit are assigned a salary grade and rate range as denoted in Section 2.2 (Salary Range/Cost of Living Adjustment).

SECTION 2.2 -- SALARY RANGE/COST OF LIVING ADJUSTMENTS

A. Revised Effective July 1, 2014:

POSITION	MONTHLY	SALARY	RANGE	$$$		
ACCOUNTING CLERK	3759	3947	4145	4352	4570	4798
ADMIN ASSISTANT	3811	4001	4201	4411	4632	4863
ASSISTANT ENGINEER	5064	5317	5583	5862	6156	6463
ASSOCIATE ENGINEER	6183	6492	6817	7158	7516	7891
CREW LEADER	4440	4662	4895	5140	5397	5667
CUST ACCT SUPERVISOR	4158	4366	4584	4813	5054	5307
CUST SERV/BACKFLOW IN	4220	4431	4653	4885	5130	5386
CUST SERVICE CLERK	3197	3357	3525	3701	3887	4081
ELECTRICAL/TELEMETRY	5969	6268	6581	6910	7256	7619
INSPECTOR	6093	6397	6717	7053	7406	7776
IT TECHNICIAN I	4043	4245	4457	4680	4914	5159
MAINTENANCE WORKER I	3799	3989	4188	4397	4617	4848
MAINTENANCE WORKER II	4229	4441	4663	4896	5141	5398
METER READER	3529	3705	3890	4085	4289	4504
PLANT COORDINATOR	3969	4168	4376	4595	4825	5066
PLANT MAINTENANCE SPEC	4897	5141	5398	5668	5952	6249
SENIOR ENG TECHNICIAN	5454	5726	6013	6313	6629	6960
SUPERVISOR	5154	5412	5683	5967	6265	6579
SYSTEM OPERATOR	4323	4539	4766	5004	5254	5517
UTILITY WORKER I	3619	3800	3990	4189	4399	4619
UTILITY WORKER II	4026	4228	4439	4661	4894	5139
WATER CONSER. SPECIALIST	3811	4001	4201	4411	4632	4863

B. Effective July 1st of 2014 the monthly salary ranges specified in Paragraph A shall be adjusted across-the-board in accordance with the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Riverside-Orange County for February 2014 by a factor of 0.36%. Effective July 1st of 2015 the monthly salary ranges specified in Paragraph A shall be adjusted across-the-board by 90% of the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Riverside-Orange County for February of that year (published about March 15th) with a floor not to be less than 0% and a ceiling not to exceed 5% in each year.

SECTION 2.3 -- PAY DAYS

A. Designated pay days are the 1st and 16th of each month. Pay periods end on the 10th and 25th of each month and will include any overtime due during those periods. Should a designated pay day fall on a Saturday, checks will be issued on the prior Friday. Should a designated pay day fall on a Sunday, checks will be issued on the subsequent Monday. Should a designated pay day fall on a recognized bank holiday, checks will be issued on the work day preceding the holiday. Advance of paychecks a maximum of 3 days will only be made upon approval of the General Manager. Time shall be recorded and compensated in fifteen (15) minute increments.

B. All employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods, while an employee changes financial institutions, or final (retirement/resignation/terminations) payrolls or payouts of unused accrual balances authorized by the General Manager.

C. In the event of the death of an employee, any unpaid wages shall be paid to the deceased employee's designated beneficiary. Employees wishing to have their pay checks released to a friend or a spouse may fill out a release form which can be obtained from and filed with the Secretary-Treasurer.

SECTION 2.4 -- OVERTIME

A. Employees shall be paid at one and one-half times their regular rate of pay for all hours worked at the request of the employee's supervisor in excess of forty (40) hours in a workweek as defined under Section 7.2 (Working Hours). Time shall be recorded and compensated in fifteen (15) minute increments.

B. Overtime which is scheduled at least 24 hours in advance will be offered first to employees within a specific job classification/family based upon the type of event outlined below:

Pipeline/Lateral Repairs	Sewer Overflows/Repairs	Distribution/Operations Events	Engineering Outreach Events	Water Conservation/Community Outreach Events
Construction Supervisor	Maintenance Supervisor	Systems Operating Supervisor	Engineer in Charge	Water Conservation Specialist
Utility Worker II	Maintenance Worker II	Systems Operators	Engineering personnel on a seniority basis	Customer Service personnel on a seniority basis
Utility Worker I	Maintenance Worker I	Standby Rotation List	Customer Service personnel on a seniority basis	Engineering personnel on a seniority basis
Standby Rotation List	Standby Rotation List	Other qualified personnel on a seniority basis	Standby Rotation List	Standby Rotation List
Other qualified personnel on a seniority basis	Other qualified personnel on a seniority basis		Other qualified personnel on a seniority basis	Other qualified personnel on a seniority basis

Any other type of event not specifically covered by the matrix above will be filled at Management's discretion. Overtime arising from an unexpected extension of a scheduled work day shall be performed by employees already on the job, if feasible.

C. For purposes of determining overtime compensation, regular hourly rate of pay is:

(Employee's monthly base salary) * (12) ÷ (2,080)

D. **Overtime Meals**

The employees of the District are occasionally called from their homes, or held over beyond their regular work hours, to perform work for the District. When an employee is asked to accept such assignments, the District recognizes that inconvenience is caused the employee regarding the normal scheduling of meal periods. Therefore, it shall be the policy of the District to provide for the cost of meals and the time to eat such meals, in accordance with the following conditions:

1. When called for two (2) hours or more, one (1) meal. Additional meals will be at intervals of six (6) hours minimum.
2. When called and work continues into a regularly scheduled work day, a minimum of two (2) meals.
3. Time to eat overtime meals will be at the District's expense, not to exceed one-half (½) hour per meal.
4. It is intended that meals be provided at intervals of no less than six (6) hours, however, during periods of unusual or difficult circumstances, adjustments will be made as appropriate by the supervisor on-duty. A maximum of three (3) meals will be provided per any continuous 24-hour overtime period.
5. Receipts shall be furnished to the District for all meals. Reimbursement shall be made to the employee for actual costs incurred, not to exceed an average of $10 per meal during any overtime period.

E. Compensatory Time

Notwithstanding the provisions above, an employee may opt, by written request, to be compensated at the rate of one hour of compensating time off (CTO) for each hour of overtime worked plus one-half hour at the regular rate for each hour of overtime worked up to a maximum accumulation of forty (40) hours. The District will permit the employee to use the CTO within a reasonable time after the employee's request. Upon the employee's request, the District will pay cash at the current rate of pay for CTO that has accrued for at least two pay periods. Any accrued CTO at the end of the last pay period in each calendar year will be paid at the employee's current rate of pay. Upon termination of employment, accrued compensating time off will be paid at the rate provided by law.

SECTION 2.5 -- SHIFT DIFFERENTIAL

An employee will be paid shift pay premium for all scheduled hours worked between 6:00 p.m. and 6:00 a.m. Shift pay premium shall be in the amount of ten percent (10%) of the employee's normal hourly rate for hours worked between 6:00 p.m. and 6:00 a.m.

SECTION 2.6 -- PERFORMANCE EVALUATION

A. To provide a fair evaluation of performance and productivity, employees will be appraised at six (6) months from date of hire. Thereafter, performance and productivity will be appraised annually around the anniversary date of employment with the District or, if there has been a position change, the anniversary date of that position change. However, the evaluation shall be effective on the anniversary date and shall cover the year period prior. The evaluation shall be made on the appropriate District form by the employee's immediate supervisor, reviewed and approved by the employee's Group Manager and discussed with the employee privately. Any use of sick leave accompanied by satisfactory documentation of an illness or medical/dental appointment will not be considered when evaluating an employee's attendance. The employee shall have the opportunity to respond to the evaluation and have the written response included in his personnel file, but unless the evaluation is reconsidered as provided below, it shall become final.

B. If an employee receives an evaluation rating indicating he is "Unsatisfactory" he shall be notified of his right to have an Association representative present during the evaluation discussion and reconsideration, and his right to request reconsideration of the evaluation by the General Manager.

C. Evaluation Reconsideration

A request for reconsideration of the evaluation may be made orally or in writing, but must be made personally to the General Manager or delivered to his office within five (5) working days after the employee receives the evaluation. The General Manager shall consider any oral and written response presented by the employee and shall confirm or modify the evaluation as he deems appropriate. The decision of the General Manager shall be made in writing and delivered to the employee. Such decision shall be final, binding and not subject to grievance.

SECTION 2.7 -- MERIT INCREASE PROGRAM

A. Regular Employees shall be eligible for merit increase consideration. Approved merit increases will become effective with the first pay period following approval.

B. Merit raises, within the established salary ranges, are not automatic, but will be granted based upon performance as determined during the employee's annual productivity appraisal and approved by the General Manager. A Merit raise shall be that amount required to bring the employee's salary to the next higher rate step as shown on the range assignment table in Section 2.2 (Salary Range/ Cost of Living Adjustment). Employees who receive an "Outstanding" or "Exceeds Requirements" performance rating shall receive a one (1) step merit increase. In no event shall a merit increase under this section entitle an employee to receive a salary increase beyond the top step of the applicable salary range as specified in Section 2.2 (Salary Range/ Cost of Living Adjustments).

SECTION 2.8 -- STANDBY COMPENSATION

A. To ensure qualified personnel are available in the event of emergency and critical customer service/operations, certain employees will serve standby duty during off-duty hours. Such employees shall receive two and one-half (2.50)-hours compensation per standby shift on weekdays, two and three-quarters (2.75) hours per standby shift on weekends, and three and one-quarter (3.25) hours per standby shift on a District holiday.

B. Additionally, standby personnel who perform work remotely from a non-District facility will be paid for time actually worked. If the employee is required to report for duty, he will receive callback compensation as provided in Section 2.9 (Callback Compensation).

C. Such employees shall have the ability to be reached by District cellular phone at all times and be able to report to work within thirty (30) minutes if called.

D. While on standby duty, employees are to refrain from any activities which might impair their abilities to perform their duties and shall not use the District cellular phone for personal use.

E. Standby duty assignment will be offered to those available and willing to take on such duty. These Personnel will make up the Standby Rotation List. Sign-up for participation in the Standby Rotation List will occur at the end of each calendar year for the next calendar year. For purposes of administering the rotation list, supervisors will not be included in the list or used to fill standby or callback duty unless all other employees on the list reject the assignment. Where there is a shortage of personnel on the Standby Rotation List, the General Manager will include all other employees who are required as part of their job description to serve standby duty. Standby duty assignment will be scheduled on an equal basis.

F. If an employee is unable to perform his assigned standby duty, he shall notify the Group Manager in advance and the selection will be made from the Standby Rotation List. The Standby Rotation List will be initially established in rank order of District seniority. The person on the top of the Standby Rotation List will have first choice at accepting the assignment and if accepted, will then move to the bottom of the list. If he does not accept that assignment, then the next senior person is offered the assignment. In the event that all employees reject the assignment, the person at the top of the list will perform the assignment.

G. Employees who are on restricted duties due to injury or illness will not be allowed to take their shift in the rotation. Upon written receipt of clearance of all restrictions by the treating physician, the employee will return to their place in the Standby Rotation List.

SECTION 2.9 -- CALLBACK COMPENSATION

A. An employee who is called back to duty on off hours shall receive a minimum of one hour callback pay, which includes travel time to and from the District and the employee's residence. All call back pay shall be at a rate of time and one-half. Travel time shall be limited to a one-hour maximum per callback event.

B. An attempt to notify by telephone a Supervisor or the Superintendent shall be made by the caller for all work requiring callback personnel. A Supervisor or the Superintendent will always have the option to report to duty himself based on his judgment of the emergency situation and the need for supervision or assistance to the callback personnel.

C. If personnel in addition to the standby person are needed, callback will be offered from the Standby Rotation List in the order of seniority. The person on the top of the Standby Rotation List will have first choice at accepting the assignment and if accepted, will then move to the bottom of the list. If he does not accept the assignment, then the next senior person is offered the assignment. If sufficient personnel are not available, a Supervisor or the Superintendent may offer callback assignments to any other available personnel.

D. When the callback work requires skilled equipment operators, personnel will be offered callback duty from the appropriate Equipment Qualification List in the order of seniority. The General Manager will designate which employees are qualified to operate specific equipment on the Equipment Qualification List. If said personnel are not available, the Supervisor or Superintendent will be notified and will make a skilled equipment operator assignment, if appropriate, using his discretion and based on availability. Employees shall only be restricted from an equipment listing for lack of qualifications as determined by the General Manager.

E. The person making the callback attempts should sufficiently document the communications on the call back log form and turn in this form with the time sheets.

SECTION 2.10 -- WORKING OUT OF CLASS

A. For the purpose of this section, an out-of-class assignment is the full-time performance of a majority of the duties in a higher paying position by an individual in another position. The assignment may only be made in writing by the Group Manager.

B. It is the intent of the District to avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period.

C. If an employee is assigned to an out-of-class assignment and works out-of-class as defined above for more than fifteen (15) consecutive working days, the employee shall receive a 5% base rate increase retroactively effective the first day of the assignment.

D. If, at the time of appointment, the supervisor knows that the employee will be on an out-of-class assignment for more than fifteen (15) consecutive working days, then the employee shall receive the 5% at the beginning of the assignment.

E. The temporary assignment shall not continue beyond six (6) months. However, if the individual vacated his position due to a work related injury, the assignment shall not continue beyond twelve (12) months. If the assignment continues beyond the prescribed time, the employee shall be promoted to the new position.

SECTION 2.11 --- LONGEVITY PAY

A. In recognition of situations where long-term District employees may reach the top of the established salary range for the employee's current position, such employees will have the opportunity to receive additional pay related to their longevity and productivity with the District, provided the employee has been employed by the District for at least 10 years, and has been at the top of their salary range in the same position for at least one year.

B. To be eligible, the employee must receive a productivity appraisal of "Outstanding" or "Exceeds Requirements" for that year and sufficient justification must be submitted by the employee's supervisor and approved by the General Manager. The additional Longevity Pay described below must be earned for each and every year and is not automatically given after the first year in which an employee qualifies. In such circumstances, the General Manager will increase the employee's salary five (5) percent above the established salary range. In no event shall the employee's salary exceed the top step of the salary range as defined in Section 2.2 (Salary Range/ Cost of Living Adjustments) plus five (5) percent.

C. In recognition of employees who have been employed by the District for 10 years or more, additional vacation time and a gift certificate equal to $10/year of service will be given only in and for the year it is earned based upon the following formula:

10 years	2 additional vacation days	$100 gift certificate
15 years	3 additional vacation days	$150 gift certificate
20 years	4 additional vacation days	$200 gift certificate
25 years	5 additional vacation days	$250 gift certificate

ARTICLE 3 -- LEAVE BENEFITS

SECTION 3.1 -- HOLIDAYS

A. Designation

1. All full-time regular employees and qualified part-time employees, including probationary employees, shall observe the following paid holidays. Regular and part-time employees who are scheduled to work at least 1,040 hours per year shall earn a pro-rated amount relative to 2,080 hours per year. To be entitled to pay for a paid holiday, an employee must be entitled to full pay for the scheduled working day both before and after said paid holiday. Temporary employees are not entitled to holiday benefits.

New Year's Day (January 1)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)

Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Three floating holiday~~s~~ per calendar year to be used at the discretion of the employee upon prior approval from the employee's supervisor and General Manager. Employees are encouraged to use these days as early as possible as they cannot be carried over from one calendar year to the next and may not be available to take during the holiday period depending upon staffing requirements.

2. The General Manager may elect to maintain a minimum staff on any holiday. When a paid holiday falls on a scheduled Saturday off, the previous Friday shall be deemed the paid holiday. When a paid holiday falls on a scheduled Sunday off, the following Monday shall be deemed the paid holiday. Christmas Eve and New Year's Eve shall be observed on the scheduled workday proceeding the paid holiday of Christmas Day and New Year's Day, respectively. When a paid holiday falls on any other scheduled day off, the following scheduled workday shall be deemed the paid holiday. An employee who works a rotating shift may opt to move his paid holiday to the workday preceding his next scheduled day off or the first workday in his next series of workdays.

3. The floating holiday benefit shall be prorated down to the nearest full hour for new employees starting and employees leaving the District during the calendar year. In the case of an employee leaving the District, the cash equivalent of used floating holiday hours exceeding the prorated amount at the day of departure will be deducted from the employee's final paycheck.

B. Compensation for Holidays Worked

Any employee who works on a paid holiday shall receive his regular holiday pay plus overtime rate of pay for actual hours worked.

SECTION 3.2 -- VACATION

A. Definition

1. Regular employees whose date of hire is prior to July 1, 1999 shall be entitled to vacation in accordance with the following schedule:

Length of Service	No. Annual Vacation Hours	Length of Service	No. Annual Vacation Hours
1st Year	80	6th Year	120
2nd Year	88	7th Year	128
3rd Year	96	8th Year	136
4th Year	104	9th Year	144
5th Year	112	10th Year	152
		11th and Succeeding Years	160

2. Regular employees whose date of hire is on or after-July 1, 1999 shall be entitled to vacation in accordance with the following schedule:

Length of Service	No. Annual Vacation Hours
1 to 4 years	80
5 to 15 years	120
16 years	128
17 years	136
18 years	144
19 years	152
20 years +	160

3. No employee shall be entitled to use any vacation until successful completion of the probationary period. Temporary employees are not entitled to vacation benefits. Part-time employees working 1,040 hours or more per year shall earn prorated vacation according to schedule, in the proportion of the actual number of hours worked in the year preceding the employee's last anniversary date relative to 2,080 hours.

4. An employee who is on leave of absence without pay in excess of five (5) consecutive full working days shall not receive credit for service while on such leave.

5. An employee who terminates their employment and is subsequently rehired shall receive no vacation credit for the prior period of service.

B. Method of Accrual

1. Upon the first day following successful completion of the probationary period, every eligible employee of the District shall be entitled to forty (40) hours of vacation.

2. Employees whose date of hire is prior to July 1, 1999 shall thereafter accrue hours based upon years of service, including the probationary period, as follows:

Length of Service	Semimonthly Accrual	Length of Service	Semimonthly Accrual
1st Year	3.33 Hours	6th Year	5.00 Hours
2nd Year	3.67 Hours	7th Year	5.33 Hours
3rd Year	4.00 Hours	8th Year	5.67 Hours
4th Year	4.33 Hours	9th Year	6.00 Hours
5th Year	4.67 Hours	10th Year	6.33 Hours
		11th and Succeeding Years	6.67 Hours

3. Eligible employees whose date of hire is on or after-July 1, 1999 shall accrue hours based upon years of service, including the probationary period as follows:

Length of Service	Semimonthly Accrual
1-4 Years	3.33 Hours
5-15 Years	5.00 Hours
16 Years	5.33 Hours

17 Years	5.67 Hours
18 Years	6.00 Hours
19 Years	6.33 Hours
20 Years	6.67 Hours

C. Accrual During Absence

Absence because of injury or sickness which is covered by accumulated sick leave shall not affect the accrual of vacation described above. Vacation accrual will be prorated during any pay period an employee is absent without pay for one (1) or more workdays.

D. Carryover of Accrued Vacation

1. The maximum vacation hours that may be carried over by any employee at the end of a calendar year shall be 160 hours.

2. Employees shall be compensated at their current rate of pay for any unused accrued vacation in excess of the maximum allowable carryover as of the end of the last pay period in each calendar year unless accumulation of vacation leave in excess of the maximum allowed by any employee is approved in writing by the General Manager.

E. Effect of Holidays

When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to the holiday in addition to his regular vacation.

F. Scheduling

The time at which vacations shall be taken is subject to prior approval from the employee's supervisor and confirmation of the General Manager, and should be scheduled so as not to disrupt the District's operations. In the event that two or more employees request vacation leave simultaneously, vacation leave requests shall be considered on a District seniority basis. Due regard for the wishes of the employee shall be considered in approving vacation leave.

G. Minimum Charge to Vacation

Minimum charge to the employee's vacation account shall be one (1) hour, and thereafter in one-half hour increments.

H. Payment for Unused Vacation Upon Termination

Eligible employees terminating employment with the District shall be compensated for unused vacation hours at their then-current rate of pay. When separation is caused by death of an employee, payment for unused vacation time shall be made to said employee's designated beneficiary.

SECTION 3.3 -- SICK LEAVE

A. Definition

Sick leave is a benefit provided by the District to promote the health and welfare of its employees. It is not an earned right to take time off from work. Sick leave is defined as the absence from duty of an employee because of a bona fide illness, injury, pregnancy, or to attend to the illness or injury of a family member as hereinafter defined. Temporary employees are not entitled to sick leave benefits. Part-time employees working 1040 hours or more per year shall earn sick leave prorated to a 2080 hour work year.

B. Method

1. Regular employees of the District shall accrue three and two/thirds (3.67) hours of sick leave with pay per pay period. The General Manager may grant up to three (3) days of advance sick leave if the employee does not have enough accrued leave to cover an absence due to illness.
2. An employee shall not accrue sick leave credit during any pay period in which he is absent without pay for more than three (3) full working days. In the event an employee is required to work part-time by direction of his physician and the District agrees to return him to work on that basis, sick leave credit shall be prorated, except that sick leave shall continue to accrue if an employee is absent due to an injury arising out of or in the course of his employment and is entitled to Workers' Compensation benefits.

C. Permissible Uses

Sick leave may be applied only to:

1. Absence due to illness, injury or pregnancy of an employee.
2. Absence due to medical and dental office appointments of an employee when approved in advance by the employee's supervisor.
3. Absence not to exceed 44 hours per calendar year, for immediate family care or parental leave. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, brother, sister, husband, wife, child, grandparent, legal guardian, or any family member with whom the employee resides.
4. Absence due to a job-related injury. See Section 7.3 (Work-Related Illness or Injury)

D. General Provisions

1. To qualify for sick leave pay, the District must be notified at or in advance of the time the employee is scheduled to report for duty, except Operations personnel who must notify the District at least one-half (½) hour in advance of the time they are scheduled to report for duty.
2. Minimum charge to an employee's sick leave account shall be one-half (½) hour and thereafter in one-half hour increments.
3. The General Manager is responsible for control of abuse of the sick leave privilege. Employees may be required, at any time, to furnish a certificate issued by a licensed health care provider, or other satisfactory evidence of incapacity if a pattern of leave abuse is established; however, for absences of five (5) working days or more, a request for leave and a medical certification, on prescribed forms, stating expected date of return must be submitted to the General Manager or Secretary-Treasurer. Upon return to work after such an extended leave, a written doctor's release must be submitted to the General Manager or Secretary-Treasurer.

E. Redemption of Unused Sick Leave

An employee may accumulate sick leave up to a maximum of 360 hours. Any excess over 360 hours at the end of the last period of each calendar year will be paid in cash at the employee's then current rate of pay.

F. Sick Leave upon Separation of Employment

1. Upon separation from the District, personnel will be paid for unused sick leave based upon the following: 50% of unused sick leave shall be paid to employees who resign from the District, 75% of unused sick leave shall be paid to employees who retire from the District under Article 5, and 100% of unused sick leave will be paid to the employee's estate if separation is by death. No payment for sick leave will be made if the employee is terminated for cause.

2. Employee may elect to have this payout contributed to their deferred compensation account in lieu of a cash payment up to the amount allowable by law.

G. Leave Donation Program

1. The Leave Donation Program is designed to provide a mechanism to assist employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows employees who accrue leave to donate accrued sick leave hours to a specific employee who has exhausted his/her own available leave balances. To receive leave donations an employee:

   a. Must have been employed in a regular position for a minimum of six months or in a temporary position for a minimum of 12 months and worked more than 1250 hours in the previous 12 months.

   b. Must be absent from work due to his/her own illness or injury for more than 20 consecutive work days (as verified by a physician's statement) or be absent from work for more than 20 consecutive days in order to attend to an ill or injured parent (including in-law), grandparent, child, or spouse.

   c. Must have exhausted all applicable leave balances, including sick leave, however, the General Manager may approve the solicitation/acceptance of leave donations prior to all balances being exhausted when the physician's statement indicates the probable exhaustion of balances within two pay periods.

2. Donations are voluntary and made from accrued sick leave balances in whole-hour increments, but for a minimum of eight (8) hours.

   a. The donor must retain at least 80 hours of sick leave in his/her own sick leave account.

   b. The total donations received into an employee's annual leave balance normally shall not exceed 200 hours unless approved by the General Manager. Such donations shall not be eligible for payout above the maximum annual sick leave accrual under Paragraph E or payment on separation under Paragraph F.

   c. A request for donations shall be made in writing by the receiving employee (or legal representative if the employee is incapacitated) and approved by the General Manager. Upon approval of a request for donations from an employee or his/her guardian if employee is incapacitated, the District shall, at the employee's (or legal representative) request, post a notice of the eligible employee's need for donations on District bulletin boards accessible to employees and/or via e-mail. Confidential medical information shall not be included in the notice.

SECTION 3.4 -- JURY DUTY

A. Any Regular Employee called for jury duty shall, on prescribed forms approved by the General Manager, be entitled to his regular pay for those hours of absence due to performance of the jury duty, up to a maximum of ten (10) working days in any two (2) year calendar period, provided that his fees for such service, exclusive of mileage, are remitted to the District.

B. An employee serving jury duty must submit the Notice to Appear and obtain an attendance slip from the court to be submitted to Accounting with his timesheet in order to be eligible for regular pay for those hours of absence due to jury duty.

C. To be entitled to receive regular pay for such jury duty leave, the employee must report for work at the District for time not actually retained on jury service of one (1) hour or more prior to and/or upon completion of each day's service, exclusive of travel time.

SECTION 3.5 -- COURT LEAVE

A. Any employee, who is required to attend a court proceeding or administrative hearing in which the District is an interested party will receive leave with pay for the time he is required to be absent from work. If such attendance occurs on a day off, the employee will receive pay at the overtime hourly rate. Leave with pay will also be provided to any employee required to be absent from work by a witness subpoena, excluding defendant, plaintiff, or expert witness appearances.

B. To be entitled to receive regular pay for any court leave, the employee must report for work at the District for time not actually retained on service of one (1) hour or more prior to and/or upon completion of each day's service, exclusive of travel time.

SECTION 3.6 -- MILITARY LEAVE

A. A request for military leave shall be made upon prescribed forms approved by the General Manager and shall state the date when it is desired to begin the leave of absence and the date of anticipated return. A copy of orders requiring such military service shall be submitted with the request.

B. Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave, unless the federal Uniformed Service Employment and Reemployment Rights Act ("USERRA") (38 U.S.C. § 4301 et seq.) provides more generous rights. In general, current law provides that an employee having one year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled service drill periods or perform other inactive duty reserve obligations is entitled to military leave without pay, not exceeding seventeen (17) calendar days per year although the employee may, at his option, elect to use vacation time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations.

SECTION 3.7 -- BEREAVEMENT LEAVE

A. Upon request, and with the approval of the General Manager, regular employees, including probationary employees, shall receive necessary time off with pay, not to exceed four (4) days in any one instance, to arrange for or attend a funeral of a member of their immediate family.

B. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, child, grandchild, grandparent, or spouse's grandparent.

SECTION 3.8 -- LEAVE OF ABSENCE WITHOUT PAY

A. Medical Leave of Absence

1. Employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period who are unable to work because of a serious non-occupational health condition, illness, injury, or disability (except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave), are entitled to an unpaid Medical Leave of absence of up to twelve (12) weeks during a twelve (12) month period. A doctor's medical statement confirming the health condition, illness, injury, or disability and stating the expected date of return shall be submitted with the request for Medical Leave. The District may require a written doctor's release upon return to work if the leave of absence is less than thirty (30) calendar days provided the District notifies the employee at least five (5) working days prior to his expected date of return. However, if the leave of absence extends beyond thirty (30) calendar days, a written doctor's release must be submitted to the General Manager upon return to work.
2. Employees must utilize all accrued sick leave before unpaid Medical Leave commences.
3. Employees on Medical Leave shall be entitled to up to twelve (12) weeks of continued coverage under the District's group health insurance, to the same extent as though the employee had continued working.

B. Family Leave of Absence

1. Employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period are entitled to a unpaid Family Leave of absence of up to twelve (12) weeks during a twelve (12) month period to accommodate the employee's pregnancy or childbirth, caring for a newborn child, for the placement for adoption or foster care and care for the newly placed child, or for caring for a family member (including domestic partner), with a serious health condition, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation.
2. Employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period are entitled to a unpaid Family Leave (FMLA leave) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
    a. An employee's entitlement under this section is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.
    b. During the "single 12-month period" described above, an employee's Family leave entitlement is limited to a combined total of twenty-six (26) workweeks of Family leave for any qualifying reason.

3. The District may require certification, on a periodic basis, of the employee's or family member's health condition by their physician or confirmation of the legal or administrative proceedings relative to adoption or foster care placement.

4. Sick leave accruals may be applied to absence(s), not to exceed forty-four (44) hours per calendar year, for Family Leave. For purposes of this section, family shall be defined as father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, legal guardian, or any family member with whom the employee resides. Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child.

5. Employees must utilize all accrued vacation time before unpaid Family Leave commences.

6. Employees on Family Leave shall be entitled to up to twelve weeks of continued coverage under the District's group health insurance, to the same extent as though the employee had continued working.

7. In instances where both spouses are employed by the District, a combined total of six (6) months leave may be used for Family Leave.

D. Personal Leave of Absence

Any employee may be granted a Personal Leave of absence to attend to personal matters when the General Manager, in his sole discretion, determines that an extended leave of absence is appropriate. Employees must utilize all accrued vacation time before unpaid Personal Leave commences.

E. General Provisions

1. Where foreseeable, the employee shall request unpaid leave at least thirty (30) days before the leave of absence is to commence.

2. An approved leave of absence may be extended upon request by the employee and approval by the General Manager. Such extension request should be made at least two (2) weeks prior to the expiration of the original leave and is subject to the same terms as the original leave**.**

3. If an employee is involuntarily terminated, or terminated because he did not return to work at the end of an approved leave, and then is rehired within one year, the District will bridge the service date so that the employee may receive credit for previous service for all purposes under this MOU, excluding CalPERS retirement, unless otherwise specified herein. Vesting and reinstatement of benefits will be in accordance with the provisions of the District's retirement plans.

SECTION 3.9 -- UNSCHEDULED PERSONAL LEAVE

A. An employee is entitled to sixteen (16) hours of Unscheduled Personal Leave (UPL) per calendar year. Such leave may be taken for any non-medical personal reason which actually prevents the employee from coming to or remaining at work.

B. UPL is subject to approval by the employee's supervisor or, in his/her absence, the next available supervising or management representative. Request or notification shall be made on or before the same business day as the emergency circumstances requiring the UPL.

C. As soon as possible, a request for UPL on prescribed forms, approved by the employee's supervisor or other appropriate management representative, must be submitted to the General

Manager or Secretary-Treasurer. Approved UPL shall be charged against an employee's personal holiday allowance under Section 3.1 or vacation under Section 3.2. If no such allowance remains at the time of the UPL, then the leave shall be without pay. Minimum charge to the employee shall be one (1) hour, and thereafter in one-half (1/2) hour increments.

ARTICLE 4 -- INSURANCE BENEFITS

SECTION 4.1 -- MEDICAL

A. Coverage for Employees (Date of Hire prior to July 1, 2011)

Medical/hospitalization insurance is provided for all full-time regular employees upon completion of 60 days of employment. Cost of coverage for the employee and either one eligible dependent or spouse is paid by the District. An employee may opt for any medical plan ACWA offers; however, District payment shall not exceed the premium of ACWA's HBA Blue Cross-California Care HMO Plan. Coverage for a higher-cost plan or additional eligible dependents may be provided at the employee's expense. Employee payment for this coverage shall be made through payroll deductions.

B. Coverage for Employees (Date of Hire after to July 1, 2011)

Medical/hospitalization insurance is provided for all full-time regular employees upon completion of 60 days of employment. Cost of coverage for the employee and either one eligible dependent or spouse is paid by the District. An employee may opt for any medical plan ACWA offers; however, District payment shall not exceed the premium of ACWA's Kaiser HMO Plan. Coverage for a higher-cost plan or additional eligible dependents may be provided at the employee's expense. Employee payment for this coverage shall be made through payroll deductions.

C. Coverage for Retirees (Date of Hire Prior to July 1, 2008)

1. The District pays the cost to continue current medical/hospitalization insurance coverage for a retired employee and eligible spouse (but not other dependents**)** whose date of hire is prior to July 1, 2008 and whose date of retirement occurs during the period this MOU is in effect, at the same level described in Section 4.1(A) above for full-time employees. Coverage will be maintained under its group benefit agreement until the retiree elects to discontinue coverage.
2. In order to qualify for the medical/hospitalization retirement coverage herein described, an employee must be at least 55 years of age and must have been employed by the District for minimum of ten (10) consecutive years at the date of retirement. Retirees wishing to obtain coverage for a higher-cost plan or their eligible dependents shall be required to pay the full yearly premium cost to the District, for each year continued coverage is desired, at a time specified by the District.
3. This policy shall conform to all Federal and State laws that may pertain to providing or continuing health insurance coverage. Furthermore, all provisions and definitions contained in this policy shall be in accordance with the District's Group Health Insurance Benefit Policy in effect at the time.

D. Coverage for Retirees (Date of Hire on or after July 1, 2008)

1. For employees whose date of hire is on or after July 1, 2008, the District will pay the cost to continue current medical/hospitalization insurance coverage for a retired employee and

eligible spouse at the same level described in Section 4.1(A) or Section 4.1(B) as applicable for full-time employees, if the employee has completed twenty (20) years of cumulative service with the District. For such employees retiring with less than twenty (20) years of cumulative service, the District will pay only a percentage of the cost to continue current medical/hospitalization insurance coverage for the retired employee and eligible spouse (but no other dependents) based on the number of years of cumulative service with the District, as follows:

Cumulative Years of Service	Percentage of Cost Paid by District
10 years	50%
11 years	55%
12 years	60%
13 years	65%
14 years	70%
15 years	75%
16 years	80%
17 years	85%
18 years	90%
19 years	95%
20 years	100%

The retired employee or eligible spouse as the case may be, shall be solely responsible for payment of the remaining cost to continue the medical/hospitalization insurance coverage. Such coverage will be maintained under the District's group benefit agreement until the retiree elects to discontinue coverage or the coverage lapses as provided below.

2. The District shall provide written notice to the retired employee, or his or her eligible spouse, of such person's share of the cost to continue the current coverage, which sum shall be paid to the District within fifteen (15) days of the date of the notice. If the retired employee or eligible spouse fails to pay the specified amount to the District within the time required, the District shall advance the funds necessary to continue the coverage for up to two (2) months and, every fifteen (15) days during that two (2) month period the District shall provide the retired employee or eligible spouse with written notice of the amount(s) advanced by the District and owed by them to the District to continue the full coverage.

3. If the retired employee and/or eligible spouse fails to reimburse the District for all sums advanced within the two (2) month period set forth above, the District may allow the coverage to lapse and shall give written notice to the retired employee and/or eligible spouse of the lapse of coverage, with a copy to AFSCME and the Association at the address specified in Section 1.2A of this MOU.

4. If the medical/hospitalization coverage lapses due to the retired employee's or eligible spouse's failure to pay their percentage share of the cost to continue the coverage, the District shall thereafter pay the amount of money it would otherwise have paid to continue such coverage, to be administered as a health savings account ("HSA") managed and administered by the District for the benefit of the retired employee or eligible spouse

during their lifetime. The HSA funds shall be used solely for the payment of medical-related expenses. In addition, the District may withhold from such payments the amount of money advanced by the District on the retired employee's or survivor's behalf, to continue the full medical/hospitalization insurance coverage prior to its lapse. After lapse of the coverage, the District's sole and only obligation owing to or for the benefit of the retired employee or eligible spouse under this Section 4.1 shall be to deposit the monthly payments into the HSA. The District shall pay any HSA administrative costs not covered by investment growth.

E. Coverage for Survivors

Medical coverage shall be provided for the surviving spouse of a retired employee and surviving spouse of an active employee who upon death had met the eligibility requirements specified in Sections 4.1 B and 4.1 C, above, on the same basis as provided active employees. In such instances, the District shall pay 100% of the premium for the surviving spouse at the time of retirement or death, respectively.

F. Continuation Coverage

1. Medical, dental, and vision coverage for employees and/or their dependents whose coverage would otherwise terminate due to qualifying events as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) including, but not limited to, termination of employment, reduction in working hours, divorce, or overage dependent, are eligible to continue their coverage for a specific period of time at their expense.
2. Under the District's group medical, dental, and vision plan, employees and dependents that are enrolled in the group plan sponsored by the District are provided with detailed information regarding continuing coverage upon hire. It is the employee's responsibility to inform the District of an event that qualifies a dependent for continued coverage.

SECTION 4.2 -- DENTAL AND VISION

A. The District shall provide its employees with dental insurance equal to or better than ACWA's HBA Delta Dental #399 Core Plan B with Child Orthodonture, two (2) party insurance. Additional coverage for dependents shall be by voluntary payroll deduction.

B. The District shall provide its employees with Vision Service Plan, plan B with $20 - $20 co-pay and the family composite provision.

C. Eligibility

Regular District employees and part-time employees working 1040 hours or more per year, and their eligible dependents, will be covered for dental and vision care benefits upon completion of probation.

SECTION 4.3 -- LIFE

The District provides all full time employees with basic Life Insurance and Accidental Death & Dismemberment Insurance of $50,000, subject to the Group Insurance Certificate terms, conditions, and requirements, a copy of which is given to all new employees. Additional copies are available from the Secretary-Treasurer. If the premium of such insurance exceeds $9.00 per employee per month, then the parties agree to meet and select another provider. If the parties are unable to find another provider with a premium less than or equal to $9.00 per employee per month, then the parties agree to purchase the highest level of life insurance benefit that same premium will provide.

SECTION 4.4 -- DISABILITY

The District participates in the State Disability Insurance Program. All employees are covered under said plan which provides financial assistance in the event of illness or injury that is not work related. Cost for this insurance, which is administered by the State of California, is paid by each employee through required payroll deduction.

SECTION 4.5 -- LONG TERM DISABILITY

The District provides all regular employees with Long Term Disability Insurance subject to the Group Insurance Certificate terms, conditions, and requirements, a copy of which is given to all new employees. Additional copies are available from the Secretary-Treasurer.

SECTION 4.6 -- UNEMPLOYMENT

All employees are covered under State Unemployment Insurance at no cost to the employee.

ARTICLE 5 -- RETIREMENT BENEFITS

SECTION 5.1 -- SOCIAL SECURITY AND MEDICARE

The District and its employees are required to participate in Social Security and in the Medicare portion thereof.

SECTION 5.2 -- PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

A. The District is a member Agency of the State of California Public Employees' Retirement System for local miscellaneous employees. A self-explanatory booklet describing the benefits will be given each new employee when hired. All regular and part-time employees of the District, who work a minimum of 1,000 hours per year, are members of the Public Employees' Retirement System (PERS). There are currently two levels of benefits available to District employees, depending on the employee's date of hire with the District and his or her status as new member or classic member, as defined by CalPERS and the Public Employees Retirement Law.

B. Employees Hired Before January 1, 2013 or Classic Members

The benefits described in this section 5.2.B. shall be available to all members hired by the District before January 1, 2013, and to all members who are not a "New member" as defined by Government Code Section 7522.04(f). The 2% at 55 benefit formula shall be available to all employees covered by this section 5.2.B. As an additional benefit, the District will contribute 7% of the required employee contribution, as defined by PERS regulations, on behalf of each employee ("EPMC"). Final compensation for employees covered under this section shall be based on the employee's highest 12 consecutive months of pensionable compensation, as set forth in Government Code Section 20042.

C. Employees Hired On or After January 1, 2013

The benefits described in this section 5.2.C. shall be available to all members hired by the District on or after January 1, 2013 and who are a "New member" as defined by Government Code Section 7522.04(f). The 2.0% at 62 benefit formula shall be available to all employees covered by this section. Employees covered under this section 5.2.C. shall contribute 50 percent of the normal costs, as established by CalPERS. The District shall not pay any portion of the required employee contribution. Final compensation for employees covered under this section 5.2.C. shall be based on the employee's highest 36 consecutive months of pensionable compensation, as set forth in Government Code Section 7522.32.

D. Other retirement benefits provided by the District are explained in this MOU under the appropriate section for Medical Insurance and Sick Leave.

SECTION 5.3 -- DEFERRED COMPENSATION PLAN

Deferred compensation plan**s** have been adopted and implemented for District employees as a means of augmenting the District's retirement plan and increasing retirement benefits. Contributions are on a voluntary basis. Provisions of plans available through providers are explained in detail on brochures and prospectus' available from the Secretary-Treasurer.

ARTICLE 6 – OTHER BENEFITS

SECTION 6.1 -- CREDIT UNION

District employees are eligible for membership in the Glendale Area Schools Federal Credit Union.

SECTION 6.2 -- UNIFORMS, TOOLS

Where applicable, uniforms, rain gear, and tools are furnished without cost to the employee. Upon termination, such furnished clothing and equipment provided the employee must be returned to the District or the cost thereof will be deducted from the employee's final paycheck or otherwise charged to the employee. In addition, the District shall provide applicable employees steel-toed safety shoes as needed at a cost not to exceed $175 per pair, or repair as needed.

SECTION 6.3 -- EDUCATIONAL ASSISTANCE

A. Employee Eligibility

Regular employees may receive reimbursement for eligible education expenses under this Section 6.3. Probationary employees may be eligible upon prior written approval by the General Manager.

B. Provisions

1. Eligible courses are those taken for credit and related to the work of the employee's position, occupation, or advancement within the District. This includes courses which are prerequisites for work related courses and those that are required to obtain a degree in a work related field.
2. Eligible courses are those taken at an accredited institution. Correspondence courses from reputable institutions will be considered when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
3. Courses shall be taken on employee's time, unless special circumstances warrant otherwise and prior arrangements have been made with his supervisor and approved by the General Manager.

C. Reimbursement

1. Eligible expenses are tuition, registration, parking, laboratory/material fees and books.
2. Reimbursement shall be made to the employee upon completion of the course with minimum final grade of "C". For graduate coursework, a grade acceptable for credit to the institution must be earned.

3. The District shall provide 100% reimbursement to employees for all eligible expenses for courses required by the District or necessary for the employee to meet Department of Health requirements for his or her current job assignment. Otherwise, the District shall only reimburse employees for 50% of eligible expenses each calendar year not to exceed $2,000 in any calendar year.

4. No employee will be reimbursed for expenses totaling less than $5 per semester or quarter, whichever is applicable.

5. Funds received from outside sources such as scholarship grants or Veterans Educational Benefits must be applied toward the cost of the course before the District's reimbursement is applied.

6. All funds received by an employee under this program within a six (6) month period prior to the date of voluntary termination of employment with the District shall be deducted from the employee's final paycheck.

D. Procedure

1. The employee shall fill out an Educational Assistance Request form and submit it to his supervisor, and the General Manager for approvals within thirty (30) calendar days after the starting date of the course.

2. Upon satisfactory completion of a course, the employee shall submit his grade report and evidence of fees paid to the Secretary-Treasurer for authorization of reimbursement.

SECTION 6.4 – MILEAGE REIMBURSEMENT

Employees authorized by the General Manager to use their private automobile in the performance of duties shall be reimbursed for such mileage at the standard rate permitted by the IRS at the time. Mileage reimbursement shall automatically be adjusted whenever the IRS adjusts the permitted rate. Employees using their private automobiles in the performance of duties shall be required to provide the District with proof of insurance in minimum coverage amounts to be established by the General Manager.

SECTION 6.5 -- SPECIAL LICENSING COMPENSATION

A. Any employee who obtains a Water Treatment, Water Distribution, Wastewater Certification, Class A/B Commercial Drivers License required by the District, or any other State issued licensing or certification including back flow/cross connection recertification every three years, shall receive a one-time bonus of $400 for each level of license, certification or recertification.

B. All State certification and primary fees and renewal fees will be paid by the District.

SECTION 6.6 -- SEVERANCE PAY

A. Severance pay will be paid to employees if they have worked full-time for at least a year and are terminated because of:

1. A permanent reduction in force (unless the employee refuses a transfer);

2. The elimination of the job or position;

3. Voluntary acceptance of a District-sponsored early retirement program.

B. When severance pay is granted, eligible employees will receive one week's regular straight-time pay for each full year of continuous service. Unless otherwise provided, payment will be made in a lump sum at the time when final termination pay is rendered.

ARTICLE 7 – WORKING CONDITIONS

SECTION 7.1 -- EMPLOYEE SELECTION AND CLASSIFICATION

A. Decisions on employment are to be based upon an individual's qualifications for the position being filled as described below.

B. Job Bidding Procedures

1. District employees shall be given first consideration for filling all positions as provided in this MOU.
2. Posting is required if:
   a. The position is a classification listed in Section 2.2 (Salary Range/ Cost of Living Adjustment); or
   b. It is a new position.
3. The position will be posted at all District offices for bidding by interested employees. Postings include: The title and salary range for the position, a brief description of the duties, the minimum requirements, special requirements, the locations and work unit of the position, and the deadline for filling the application. Posting time will normally be ten working days. Posting may be withdrawn only with the approval of the General Manager.
4. Applications will be available at the District office. Employees shall complete the application stating how they meet the minimum and special requirements for the position and forward it to the District. If an interview is scheduled, supervisors will be appraised in order to arrange for release time.
5. If an employee is on leave during the entire period of posting, he may bid on that posting after the closing date and until such time that the first interview begins or selection is made. If an employee bids on a job posting and then goes on leave, it shall be the responsibility of the employee to stay informed about the bidding process and to be available if a test or interview is conducted or waive any right to be considered.
6. A selection may be made from available qualified candidates after the closing date as determined by the General Manager.
7. When an applicant has been selected to fill a posted position, the District will post a notice regarding the name of the successful bidder.
8. Successful bidders should be assigned to the posted position no later than 45 calendar days after acceptance.

C. Selection of Employees

1. All persons considered for employment with the District shall be qualified to perform the duties of the position for which they are employed. Before reporting for their first day of work, all employees will be required to undergo a medical examination, which confirms their ability to perform the essential functions of the job. All employees shall be required to sign an Oath of Allegiance pursuant to State law.
2. All employees must provide necessary documentation to prove identity and the right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection and/or grounds for immediate termination.

3. Persons related to District employees are eligible for employment by the District; however, for business reasons of supervision, safety, security or morale, the District may refuse to place one spouse or relative under the direct supervision of the other spouse or relative or refuse to place both spouses or relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or relatives than for other persons. If District employees marry, the District shall make reasonable efforts to assign job duties so as to minimize problems.

D. Promotion

Qualified employees may be promoted (without job bidding) into a position in a higher salary range within their job family as defined below and shall receive a salary adjustment of at least one rate step in the new salary range above his current salary. Upon promotion, the employee shall maintain eligibility for salary adjustment in accordance with the procedures set forth in this MOU. Employees may opt to return to their previous position within 30 days by notifying the General Manager in writing.

Maintenance	**Operations**	**Accounting**	**Engineering**	**Customer Service**
Meter Reader	Plant Coordinator	Accounting Clerk	Associate Engineer	Customer Service Clerk
Utility Worker I & II	Customer Service Representative/Back-flow Inspector	Administrative Assistant	Assistant Engineer	Administrative Assistant
Maintenance Worker I & II	System Operator		Senior Engineering Technician	Customer Account Supervisor
Plant Coordinator	Production Supervisor		Inspector	Water Conservation Specialist
Customer Service Representative/Back-flow Inspector	Inspector			Customer Service Representative/ Back-flow Inspector
Crew Leader				IT Technician
Maintenance Supervisor				
Electrical/Telemetry Technician	Electrical/Telemetry Technician			
Plant Maintenance Specialist				

E. Authorized Positions

1. The authorized classifications and positions are as listed in Section 2.2 (Salary Range/ Cost of Living Adjustment).

2. The General Manager is authorized to establish new positions where required in conducting District's affairs, subject to the approval of the Board of Directors, and after meeting and conferring with the Association.

F. Regular Employees

Regular employees are those who are scheduled to work at least 30 hours per week, are not temporary employees, and who have successfully completed the probationary period. Regular employees are entitled to the appeal procedures set forth in this MOU under Section 9.4 (Appeal Procedure).

G. Part-time Employees

Employees who have served the required probationary period satisfactorily and are scheduled to work less than 30 hours per week in an established position on a year-around basis are part-time employees.

H. Probationary Employees

1. All District employees will be considered probationary employees from their date of hire until the close of business on the last day of the pay period during which they complete one thousand five hundred sixty (1,560) hours of straight time hours worked with the District. The probationary period is a period of provisional employment during which the employee's supervisors will have the opportunity to observe and appraise the abilities, performance, attitude, conduct, and qualifications of the probationary employee for the given position.
2. Because the probationary period is considered an extension of the selection process, a probationary employee may be dismissed without right of hearing or appeal, except that such dismissal shall not be based on unlawful discrimination.
3. At or near the midpoint of the probationary period, the employee and the employee's supervisor shall meet to discuss the employee's performance. Then at the end of the probationary period, there shall be a written report of probationary performance which will document whether the probationer is to become a regular employee.

I. Temporary Employees

Employees serving in a position in which the requirements of the services are temporary in nature are temporary employees. A temporary employee classification shall not exceed twelve (12) months. This classification includes, but is not limited to, personnel employed for the following: seasonal peak workloads, emergency extra workloads, necessary vacation relief, or special investigative study workloads. Temporary employees are not eligible for any employee benefits. A temporary employee may take time off without pay with the approval of the General Manager and shall take time off for District holidays without pay. Temporary employees who become hired as full-time District employees shall have all time worked as a temporary employee qualify toward completion of his probationary period as well as for accrual of all other benefits to which the employee may be entitled under this MOU.

SECTION 7.2 -- WORKING HOURS

A. Working Hours

1. The official workweek of the District shall consist of a forty (40) hour workweek within the period between midnight Friday and the following Friday midnight. The General Manager or his designee may require any employee temporarily to perform service in

excess of the scheduled workday when public necessity or convenience so require for the effective conduct of District business. The General Manager shall be responsible for the determination of offices remaining open or closed, or maintaining minimum staff, in any unusual circumstances such as disaster situations.

2. The following are authorized work schedules:

   a. Five-eights (5-8)

      A five-eight work schedule shall consist of five (5) consecutive eight hour days.

   b. Four-ten (4-10)

      A four-ten work schedule shall consist of four (4) consecutive ten hour days. These can either be the same days each week or alternate between Monday-Thursday and Tuesday-Friday.

   c. Nine-eighty (9-80)

      The nine-eighty (9-80) work schedules shall consist of four consecutive nine-hour days with the fifth consecutive day as an eight-hour day or a regular day off. The eight hour day and the regular day off shall alternate from week to week. The work week for employees on the nine-eighty schedules shall commence at the middle of the eight hour day and end at the middle of the regular day off.

3. During the term of this MOU, the District shall not implement any new work schedule without first meeting and conferring with the Association.

B. Rest Periods

Employees are allowed one (1) rest period not exceeding fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods shall be scheduled in accordance with the requirements of the division, but in no case shall rest periods be scheduled within one (1) hour of the beginning or ending of a work shift or lunch period. Rest periods are considered hours worked and employees may be required to remain on District premises or at the work site in the event circumstances require the employee to return to work.

C. Meal Periods

1. Employees shall be allowed a meal period, either thirty (30) minutes or one (1) hour in length, as may be determined by the division. Normally, meal periods are taken at or near the middle to the shift, and are not considered hours worked for pay purposes.

2. Meal periods shall be duty free with no restrictions.

D. Makeup Time

If an employee needs to take time off and desires to make up the time rather than to be docked or have the time charged to the appropriate accumulated leave balance, the employee may make up the time, with the prior approval of his supervisor, provided he does so within the same pay period in which the time off was taken.

SECTION 7.3 -- WORK RELATED ILLNESS OR INJURY

A. Whenever an employee sustains an injury or disability arising out of and in the course of District employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et seq. and shall receive compensation for hours not worked while obtaining such medical care. As soon as practical after a work-related injury, the affected employee shall report the incident to his supervisor or management personnel and fill out an appropriate incident report on a form provided by the District's worker compensation insurance carrier.

B. Whenever an employee is compelled by direction of his physician to be absent from duty on account of such injury or disability, such employee shall be placed on Workers' Compensation leave of absence. The employee shall receive full compensation for the first three (3) calendar days following the day of the injury. The employee may elect to apply accrued sick leave or vacation, in that order to such absence to receive compensation therefore in an amount equal to the difference between the benefit to which he is entitled under the Workers' Compensation Act and his regular pay, until such accrued leave is exhausted. An employee who is receiving Workers' Compensation benefits shall continue to accrue sick leave and vacation.

C. Workers' Compensation benefits begin with the fourth full consecutive calendar day of missed work; however, if the absence continues beyond fourteen (14) days, Workers' Compensation will then pay the applicable benefits for the first three (3) days of missed work. When this occurs, an amount equal to the Workers' Compensation benefits received for those three (3) days shall be deducted from future compensation due to that employee.

D. An employee who is on a Workers' Compensation leave of absence more than sixty (60) days and who is covered by long-term disability insurance when the work related injury or illness occurred, may be eligible for disability benefits. The total compensation to which an employee is entitled from Workers' Compensation benefits and long-term disability shall not exceed the employee's regular pay.

E. Supervisors are required to complete prescribed reporting forms whenever an employee is injured and/or placed on Workers' Compensation leave of absence. Employees may be required to provide the District with information regarding the nature and extent of the injury, and the anticipated return date.

F. Return to Work

Subject to the limitations and obligations imposed by law, the decision to return an employee to work or place an employee back on the job with or without modified work shall be made by the District. The District has the right to fill the position due to business necessity. The District may require a written doctor's release upon return to work if the leave of absence is less than thirty (30) calendar days provided the District notifies the employee at least five (5) working days prior to his expected date of return. However, if the leave of absence extends beyond thirty (30) calendar days, a written doctor's release must be submitted to the General Manager upon return to work.

SECTION 7.4 – LAYOFF

A. Definitions

1. *Displacement* - shall mean the replacement by one employee of another employee.
2. *Layoff* - shall mean terminating an employee for non-disciplinary reasons.
3. *Recall* - shall mean the notification of an employee who was laid off of potential reinstatement.
4. *Reinstatement* - shall mean the reemployment of an employee who was laid off.
5. *Surplus* - shall mean a position or skill not needed by the District, as determined by management.

B. Reason for Layoff

A layoff may be initiated with the approval of the General Manager, when necessary for reasons of economy or lack of work.

C. Order of Layoff

1. Prior to a layoff, the General Manager will determine the total length of service by last date of hire of each employee and their performance evaluation ratings. A composite listing of all employees will be prepared, listing their length of service and evaluation ratings.
2. The information developed pursuant to Paragraph 1 above will be used to develop a list of each employee's layoff ranking. The layoff ranking shall be calculated by computing three (3) points for each year of service for no more than seven (7) years, three (3) points for each evaluation rating of "Outstanding", and one (1) point for each evaluation rating of "Competent". The evaluation rating shall be assumed to be "Competent" for each year an evaluation has been unrecorded.
3. In the event two or more employees have the same layoff ranking, the employee with the greater length of service shall receive the higher ranking. If a tie still exists, the employee with the earlier birth date shall receive the higher ranking.
4. The lists will be shared with the Association.
5. The General Manager will determine the organizational unit and position(s) to be affected by a layoff and/or the skill(s) determined to be surplus.
6. Using the information developed by the General Manager, each organizational unit affected by the layoff will develop a ranking list which will show the layoff ranking of employees within the organizational unit. The organizational unit manager will identify and separate the names of employees by position and/or skill groups.
7. In case there are two or more employees in the position from which layoff is to be made, such employees shall be laid off on the basis of lowest layoff ranking first, except employees with "needs improvement" or "unsatisfactory" rating on record in their personnel folder for at least 30 days shall be laid off first regardless of their layoff ranking.
8. The results of Paragraphs 4 through 7 above shall be sent in writing to the Association.

D. Notice of Layoff

The Notice of Layoff shall include:

1. A statement that the employee's job is surplus or he is being laid off due to the exercise of displacement rights of another employee.
2. The effective date of the layoff;
3. The length of service and performance ratings of the employee;
4. A copy of the employee's displacement and reinstatement rights.
5. A copy of the employee's severance rights, if any.

E. Displacement

1. Displacement will be permitted provided the displacing employee has demonstrated, on the job within the last five (5) years, that he has the skills required for that position.

2. A request for displacement must be made in writing to the General Manager within five (5) working days following delivery of the Notice of Layoff.

3. Employees to be laid off due to the exercise of displacement rights by an employee with a higher layoff ranking shall be given a Notice of Layoff. Employees so notified will have all rights to which employees who have received Notice of Layoff are entitled.

F. Reinstatement

1. Employees who are laid off and desire to be reinstated at a later date must request reinstatement in writing to the General Manager within 2 weeks of the effective date of the layoff. Priority will be given to the reemployment of each laid-off employee.

2. The General Manager will maintain a list of the names of laid-off employees who have requested reinstatement.

3. Those employees on the reinstatement list shall be recalled only for positions which the General Manager determines they have demonstrated, on the job within the last five (5) years, that they have the skills required for that position, and that they meet the minimum requirements as stated in the job description. Subject to the qualification criteria listed above, recall of employees from the reinstatement list will be made in reverse order of layoff.

4. Each employee on the reinstatement list will be responsible for keeping the District advised of his current home address and upon notification of reinstatement will be required to respond in person or in writing within six (6) working days following the notification of recall. Recalled employees will be required to report for work within fifteen (15) calendar days following the date of notification. Failure to comply with these requirements will result in the employee’s name being removed from the reinstatement list.

5. The name of a laid off employee will be removed from the reinstatement list eighteen (18) months following the effective date of the layoff.

SECTION 7.5 -- HONORARIA

It is the policy of the District that honoraria for presentations accomplished on District time by District employees shall be paid to and retained by the District.

SECTION 7.6 -- ROYALTIES

It is the policy of the District that royalties for publication of work accomplished on District time by District employees shall be paid to and retained by the District.

SECTION 7.7 -- USE OF COMPUTER SOFTWARE

A. Definition

The District licenses the use of its computer software from a number of outside companies. The District does not own this software or its related documentation, and unless authorized by the software developer ("Owner"), does not have the right to reproduce it. Pursuant to the Copyright Act of the United States and other applicable laws, illegal reproduction of software may be subject to civil and criminal penalties, including fines and imprisonment.

B. Policy

1. Employees shall not copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the computer programs, documentation or information

furnished by the Owner except for purposes of back-up retention and/or maintenance functions as recommended by the Owner. Employees may copy such material for their own use solely in the scope of employment with the District, operation, training and other manuals and materials or portions thereof and only after obtaining authorization from the General Manager. Employees shall advise the General Manager of the number of copies made and their distribution.

2. Use of such materials furnished by the Owner to the District, and in turn by the District to its employees, shall be subject to the following restrictions:

   a. Only authorized District employees, authorized persons under contract by the District, or authorized persons working under the supervision of District employees will be permitted to use the materials.

   b. Materials shall only be used internally for duties relating to District matters arising within the scope of employment with the District.

   c. Materials shall be used to support only terminals, workstations or stand-alone computers operated by the District.

   d. With regard to use on local area networks or on multiple machines, employees shall use the software only in accordance with the license agreement.

3. Employees shall notify the General Manager immediately of unauthorized possession, use or knowledge of any District licensed Materials supplied by the Owner, by any person or organization not authorized to have such possession, use or knowledge. Employees shall promptly furnish full details of such possession, use, or knowledge to the General Manager. Employees recognize that the District will assist the Owner in preventing the recurrence of such possession, use or knowledge, and will cooperate with the Owner in any litigation against these parties deemed necessary by the Owner to protect its proprietary rights.

4. Employees violating this policy may be subject to disciplinary action by the District, up to and including termination of employment.

5. The District shall be held harmless by the employee for employee’s unauthorized use, possession or knowledge of materials furnished by the Owner to the District if the unauthorized use, possession, or knowledge is not done or obtained with the knowledge and willful consent of the District with intent to harm the proprietary rights or to breach the contract rights of the Owner.

C. Computers/Electronic Mail/Internet/Phones/Voicemail

1. Crescenta Valley Water District’s computer system, E-mail system and Phones systems are intended to be used for proper business or educational purposes only; use for personal reasons is permissible only within reasonable limits. Employees should remember that all E-mail messages, voicemail or any other information stored, compiled, or collected on computers, computer disks databases, disk drives, networks or otherwise ("Electronic Information") are the property of the Districts and the District may use, inspect, destroy, delete, publish or otherwise dispose of such Electronic Information as the District determines to be in the Districts best interest. As such, the installation of software not approved by management is prohibited.

2. All electronic information should be transmitted only to individuals who have an appropriate need to receive it. Additionally, Electronic Information may be subject to

disclosure to third parties. Consequently, employees should always be sure that the information contained in Electronic Information is accurate, appropriate and lawful. Inappropriate or offensive material is prohibited. Abuse of the computer system, E-mail system, or Phone System through excessive personal use, or use in violation of law or the District policies, will result in disciplinary action up to and including discharge.

3. The use of unauthorized codes or passwords to gain access to another's Electronic Information is prohibited. However, the District retains the right to access any employee's Electronic Information and to use any employee’s password or authorized code. While the District does not intend to regularly review employee’s Electronic Information, employees have no right or expectation of privacy in Electronic Information. The District owns the computer system and the E-mail system and permits employees to use them in the performance of their duties for the District.

4. The District reserves the right to review employee Electronic Information and to disclose it to others without notification to or permission from the employees creating, saving, sending or receiving Electronic Information. As a condition of continued employment, all employees consent to the District's review and disclosure of Electronic Information.

5. The District provides Internet access to employees to be used for educational or business purposes only; use for informal or personal reasons is permissible only within reasonable limits. All downloaded Internet files are considered District records and are subject to review by the District or disclosure to third parties. The District reserves the right to review employee Internet usage and to disclose information about an employee's Internet usage to others without notification to or permission from the employees sending or receiving the files. As a condition of continued employment, all employees consent to the District's review and disclosure of Internet usage. Use of District property or equipment to access inappropriate or offensive Internet sites is prohibited.

6. Messages electronic or voice may not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but would not be limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, or disability.

7. Employees learning of any misuse of the software or electronic-mail system or violations of this policy should notify a supervisor immediately. Abuse of computer or Internet privileges, through excessive personal use, or use in violation of law or of the District’s policies, may result in disciplinary action up to and including discharge.

SECTION 7.8 -- NO SOLICITATION BY EMPLOYEES

Employees shall not solicit customers of the District for any purposes while on duty, during working hours or while wearing a District uniform. Likewise, employees shall not solicit co-workers for any purpose or distribute literature to co-workers on District property or at work sites while on duty or during working hours. When an employee is on his rest or meal periods, he shall not be considered to be “on duty” and such time shall not be considered to be “during working hours”.

SECTION 7.9 -- DISTRICT RIGHTS

Subject to limitations and obligations imposed by law, and except where specifically limited by this MOU, the District retains, exclusively, all of its inherent rights, powers, functions, duties, and responsibilities as an employer. It is expressly recognized that the retained rights of the District include, but are not limited to, the exclusive right to: consider the merits, necessity, or organization of any service or activity; determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards for selection for employment and promotion; direct its employees; take disciplinary action involving its employees; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the method, means, and personnel by which the District operations are to be conducted, including use of outside contractors; determine the content of job descriptions, including the updating of job titles for all District employees; take all necessary actions to carry out its missions and to deal with emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 7.10 -- CONTRACTING OUT

The District shall not contract bargaining unit work to an outside contractor without first meeting and conferring with the Association if the contracting will adversely affect an existing employee.

ARTICLE 8 – HEALTH AND SAFETY

SECTION 8.1 -- POLICY REGARDING SMOKING

To promote a smoke-free workplace, smoking is not allowed in any District facility, District vehicle, or where otherwise posted.

SECTION 8.2 -- HEALTH AND SAFETY COMMITTEE

The parties agree as soon as possible following the implementation of this MOU to establish a safety committee consisting of the Group Managers, an Association appointed representative, an employee representing the field, and an employee representing the office. The purpose of this committee is to meet regularly to discuss and resolve health and safety issues. The parties agree to discuss options for a wellness pilot program during the first year of the term of this MOU.

ARTICLE 9 – DISPUTE RESOLUTION

SECTION 9.1 -- RIGHT TO ASSOCIATION/ UNION REPRESENTATIVE

A. The Association shall provide the District with a written list of persons who have been selected as Association/ Union representatives. Such list will include at least three (3) District employees.

B. If an employee reasonably believes that a meeting with his supervisor may result in disciplinary action against him, he may request the attendance of an Association/ Union representative in the meeting. If the meeting will result in disciplinary action against him and the Association/ Union representative is not available at the time of the meeting, an alternative meeting will be arranged as soon as possible, but at least within five (5) working days.

C. An employee may be assisted in a grievance or disciplinary matter by an Association/ Union representative selected by him.

D. Release Time

1. Affected employees and the authorized Association/ Union representative shall receive release time to attend a grievance or disciplinary meeting. No more than three (3) grievants shall be authorized release time to attend any single grievance meeting.

2. An employee or the Association/ Union representative may request reasonable release time to discuss an issue and shall first obtain permission from the Group Manager or General Manager.

3. Such release time, if during the employee's scheduled working hours, will be considered as duty time and no penalty shall be assessed.

SECTION 9.2 -- DISCIPLINARY ACTION

A. Reasonable Cause

1. District Management has authority to impose discipline for reasonable cause including the right to terminate, demote, reduce in pay, suspend without pay, or reprimand any employee of the District.

2. Reasonable cause for the discipline imposed includes but is not limited to:

   a. Absence without approved leave.

   b. Excessive absence or tardiness.

   c. Actions contrary to District policies, practices, rules, or regulations.

   d. Inefficiency or incompetence.

   e. Willful disobedience, insubordination, or actions contrary to specific directions given by a supervisor.

   f. Dishonesty.

   g. Intoxication while on duty.

   h. Reporting for work or, while on duty, being impaired by or under the influence of unlawful drugs or other controlled substances.

   i. Unprofessional, disorderly, or illegal conduct while on duty, in a District uniform, or using a District vehicle.

   j. Conviction of a felony if it affects his ability to perform job duties.

   k. Neglect of duty.

   l. Possession of dangerous weapons, firearms or explosives while on duty, on District property, or in District vehicles.

   m. Failure to follow safe working practices.

   n. Failure to promptly report a work-related injury.

   o. Harassing, threatening, or attacking another employee while on duty.

   p. Falsification of District records.

   q. Moving traffic violations in the use of a District vehicle, the loss of insurability, or the loss of a driver's license if it affects his ability to perform job duties.

   r. Causing damage to, or the theft, misuse, or abuse of District property.

C. If an employee receives a "Below Expectations" or "Unsatisfactory" evaluation, a written improvement plan will be provided to the employee to sign and another performance evaluation will be prepared in three (3) months. A second "Unsatisfactory" evaluation will be grounds for discipline, up to and including termination.

SECTION 9.3 -- PRE-DISCIPLINARY PROCEDURE

If a non-probationary, permanent employee is to be suspended for forty (40) straight time hours or more, reduced in pay, demoted, or discharged, he shall:

1. Receive written notice of the intended action at least five (5) working days before the date it is intended to become effective, stating the facts constituting reasonable cause and upon which the action is based and notifying him of the right to respond to the charges to the General Manager, or in his absence his designee, either orally or in writing, at least one (1) working day before the disciplinary action is intended to become effective;
2. Receive copies of any known materials, reports or other documents upon which the intended action is based;
3. Waive his right to respond prior to the action, if he does not respond by the designated time; and
4. Be provided the written decision of the General Manager, or his designee, prior to the disciplinary action becoming effective.

SECTION 9.4 – APPEAL PROCEDURE

A. After disciplinary action has been imposed pursuant to Section 9.3 (Pre-Disciplinary Procedure), the employee shall have the right to appeal the action to the Board of Directors, or if the Board so chooses, to a hearing officer selected by the Board from a list of hearing officers provided by the American Arbitration Association or the State Mediation and Conciliation Service. If the Board elects to have the appeal heard by a hearing officer, the hearing officer's fees shall be paid by the District.

B. The appeal must be initiated by the employee by delivering a written notice of appeal to the office of the General Manager within seven (7) calendar days after the employee receives a copy of the General Manager's decision or the date of mailing of the written decision to the employee by certified mail, whichever event is the first to occur.

C. Appeal Hearing

The Board of Directors or the selected hearing officer shall conduct a hearing on the appeal of any disciplinary action pursuant to this Section upon notice to the employee, the Association, and the General Manager. After the hearing, the Board of Directors, or the selected hearing officer shall render a decision that will be final and binding.

SECTION 9.5 -- SHORT-TERM SUSPENSION, REPRIMANDS, WARNINGS

A. An employee who receives discipline consisting of suspension without pay of less than forty (40) straight time hours, a written or oral reprimand, or any lesser form of discipline, will be orally notified of the intended action and the date it is to become effective. Within ten (10) working days of the date the employee is orally notified, the employee shall be notified in writing of the suspension, its duration (if applicable), the reason for the suspension or other disciplinary action, and provided with a copy of the charges and all materials upon which the suspension or other disciplinary action is based. The employee will also be notified of his right to request reconsideration of the disciplinary action by the General Manager.

B. The request for reconsideration can be made orally or in writing, but must be made to the General Manger personally or delivered in writing to his office within five (5) working days after receipt of the written notice of the disciplinary action. The General Manager, or in his absence his designee, shall review any oral or written response to the charges submitted by the employee and shall sustain, revoke or modify the action by providing for a lesser penalty. The decision of the General Manager, or his designee, shall be final and binding.

SECTION 9.6 -- FINALITY OF DISCIPLINARY ACTION

The right to appeal or to request reconsideration of disciplinary action as provided in this Article shall be the sole and exclusive means by which an employee may contest the nature and extent of disciplinary action taken against him; provided, however, any failure by the District to follow the steps of the disciplinary procedure may be the subject of a grievance under Section 9.7 (Grievance Procedure), but such grievance shall be limited to ensuring compliance with the disciplinary procedure and shall not include or seek revocation or modification of the nature or extent of the disciplinary action itself.

SECTION 9.7 -- GRIEVANCE PROCEDURE

A. Definitions

1. A grievant is an employee, a group of employees, or Association. Alleged grievances which affect more than one employee in a substantially similar manner normally will be consolidated.
2. A grievance is an alleged misapplication of a specific provision of this MOU or other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations which has not otherwise been excluded from the grievance procedure under this MOU (see Section 2.5 and 9.6).
3. A written grievance is a grievance as defined above, which has been reduced to writing on a form provided by the District. The written grievance shall include the employee's name, position, Group Manager's name, and representative's name, if any. It must also include the specific section or provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.
4. A "day" is any day in which the Headquarters of the District is open for business.

B. Waivers and Time Limits

1. Any level of review or any time limits established in this Section may be waived or extended by mutual agreement confirmed in writing.
2. Failure by management to reply to the grievance within the time limits specified in this Section automatically grants to the grievant the right to proceed to the next level in the grievance process.
3. If a grievant fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further processing.

C. General Provisions

1. Association agrees to use the District's standard grievance form when processing formal grievances.

2. The grievant shall be bound by the statement of the grievance as originally defined. Non-related issues shall not be considered.

3. If the grievant is not represented by the Association, the Association shall be notified of a proposed settlement between the District and the grievant at any formal level of the procedure which settlement is acceptable to both the grievant and the District prior to the settlement being finalized. The purpose of this step is to allow Association to state its position for the record. If Association does not provide a written response within five (5) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed.

D. Informal Complaint

1. Before filing a written grievance, the employee shall attempt to resolve the problem by meeting with his Group Manager within fifteen (15) days after the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event.

2. The Group Manager shall give a written response on the grievance form to the employee within three (3) days of the date the issue was raised by the employee.

E. Formal Grievance

1. Level I

   a. If the grievant is not satisfied with the written response of the Group Manager, the grievant may, within three (3) days from receipt of such response, file a grievance with the General Manager on the original grievance form.

   b. Within four (4) days of receipt of the written grievance, the General Manager, or in his absence his designee, shall meet with the grievant and if he deems necessary, shall investigate the grievance, including meeting with the supervisor, and within three (3) days from the meeting with the grievant, give a written response to the grievant on the original form.

2. Level II

   a. If the grievant is not satisfied with the written response of the General Manager or his designee, he may, within three (3) days from receipt of such response, file the grievance with the Board of Directors on the original grievance form, including the written reason why the response is unacceptable, by delivering it to the office of the General Manager.

   b. After such filing, the Board of Directors shall investigate the grievance as it may deem necessary and, as soon as practical, conduct a grievance meeting with the grievant. After the meeting, the Board shall give its written decision to the grievant on the original form.

   c. The decision of the Board of Directors is final and binding.

ARTICLE 10 – ASSOCIATION BUSINESS

SECTION 10.1 -- DISTRICT BULLETIN BOARDS

A. Space shall be available on District bulletin boards for posting of Association/AFSCME activities and policies.

B. All such materials posted on District bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Association/AFSCME. Unless otherwise agreed by the District, such material shall not be considered official or endorsed by the District.

C. In no event shall obscene, defamatory or personal material, including personal attacks on any District employee be posted on any District bulletin board. In the event objectionable or inappropriate material is posted, the General Manager or any Group Manager may remove the material from the bulletin board without notice. Any person or organization objecting to such removal shall direct such objection to the General Manager who shall promptly review the circumstances and determine whether removal of such material is appropriate. The decision by the General Manager shall be final.

D. The Association/AFSCME shall not post, nor authorize its members to post, any materials on District property except on District bulletin boards as herein provided. The District may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc. In the event of such relocation or removal, the District will inform the Association/AFSCME prior to removal or relocation of such bulletin boards.

SECTION 10.2 – PAYROLL DEDUCTIONS OF UNION DUES

A. Union dues will be deducted in equal installments, semi-monthly, and one check covering all members' dues will be sent to AFSCME Local 1902 on the first day of each following month.

SIGNATURE PAGE

Dated: ____________________, 2014 Crescenta Valley Water District

By: ____

Dennis Erdman, General Manager

Dated: ____________________, 2014 Employees Association of Crescenta Valley Water District

By: ____

Kellen Boyce, President

By: ____

Alan Shanahan, Executive President

AFSCME Local 1902

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No. 2
May 20, 2014

To: Honorable President and Members of the Board of Directors

From: David S. Gould. P.E. – District Engineer

Subject: **Installation of Piping and Metering Vaults at Williams Reservoir, Award of Contract, Project E-733CS-1**

AGENDA ITEM

Installation of Piping & Metering Vaults at Williams Reservoir, Project E-733CS-1 Consideration and motion to authorize the General Manager to award a contract to E & R Construction for the installation of piping and metering vaults at Williams Reservoir at a cost of $169,000 and establish a contingency amount of $16,900 (10% of contract) to cover the cost of unforeseen or additional work.

BACKGROUND:

The Chlorination Station & Metering Vaults at Williams Reservoir Project have been advertised for bids twice, and the bid proposals were significantly higher than the amount provided by the Proposition 50 Grant. CVWD recently received a time extension and adjusted the scope of work for the subject. The change in scope of work resulted in the removal of the upgrades at FMWD's P-1 Station from the grant project and the redirection of those funds to the Chlorination Station & Metering Vaults project. Staff has met with FMWD's Board of Directors, and it was agreed that the upgrading of the bypass piping to FWMD's P-1 Station would be included into FMWD's FY 15/16 CIP program.

The Chlorination Station & Metering Vaults at Williams Reservoir Project were separated into smaller phases using CVWD crews and specialty contractors to reduce the construction costs of the project. Phase 1 of the project involves the installation of the piping and metering vaults for the future chlorination station.

The scope of work includes installation of the two (2) metering vaults and the piping inside the vaults, the connection to the existing 12-inch FMWD water main, and connection to the existing 16-inch water main to Williams Reservoir. The removal of the sidewalk and trees will be done by CVWD crews and replaced later in the project. CVWD will also be furnishing the pipe, valves, fittings, flow control valve, and other appurtenances to reduce the costs by eliminating the contractor's mark up. The contractor will be responsible for furnishing the concrete vaults and traffic control for public safety around the construction zone.

DISCUSSION:

On April 15 2014, the Board of Directors approved the advertising of bids for phase 1 of this project. On May 6, 2014, Staff held a mandatory pre-bid meeting that was attended by seven (7) contractors. On May 14, 2014, at 2:00 PM, the District opened and read the submitted bid proposals for the subject project.

	Bidder	Total Bid Amount
Low	E&R Construction	$169,000
2	Fleming Environmental	$194,025
3	Brkich Construction	$211,600
4	J De Sigio Construction	Declined to Bid
5	GRFCO Inc.	Declined to Bid
6	Mallcraft, Inc.	Declined to Bid
7	Bali Construction	Declined to Bid

E&R Construction of Baldwin Park, CA, was the apparent lowest responsible bidder for the project. The engineer's estimate was $170,000, and the low bid was 0.5% lower than the engineer's estimate.

Staff has worked with E&R construction in the past for the installation of the pressure reducing station on Montrose Ave. and the experience was largely positive. References provided by the contractor also reported that E&R Construction possessed a great amount of knowledge pertaining to pipeline construction.

RECOMMENDATION:

It is staff's recommendation to award the project to the lowest responsible bidder, E&R Construction, for the Installation of Piping and Metering Vaults at Williams Reservoir at a cost of $169,000 and establish a contingency amount of $16,900 (10% of contract) to cover the cost of unforeseen or additional work

As part of this project, CVWD will be purchasing the piping and valves for the chlorination station that is estimated to be $70,000. In addition, the project will include CVWD's labor for inspection that is estimated to be $30,000.

A pre-construction meeting will be set as soon as the contract is awarded, the agreement is signed, and insurance documents have been delivered. Mr. Brook Yared will be the Project Manager and Mr. Cory Whitman will provide inspection. The contractor will start construction at the site after the vaults have been delivered which is anticipated to happen in early July, and the entire project should be completed by the end of September 2014.

ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

The following table shows the cost estimate breakdown. There are sufficient funds available in the following accounts for the project:

Account Description	**Amount**
FY 14/15 Water CIP– Water Supply – Import Water	$292,535
Proposition 50 Grant Funding	$292,535
Total	**$585,070**
Engineer's Construction Cost Estimate for E-733CS – 1	<$169,000>
Additional costs such as material purchase by CVWD, soils engineer, & inspection labor costs & contingency	<$100,000>
Contingency amount (10% of contract)	<$16,900>
Total Construction Costs	**<$285,900>**
Amount Remaining in Water CIP – Water Supply – Import Water	**$299,170**

Prepared by:

Brook Yared, P.E.
Associate Engineer

Submitted by:

David S. Gould, P.E.
District Engineer

Attachment:

1. Bid Summary

\\FSCVWD\data\Management\Board Meeting Staff Reports\2014\04-15-14 Staff Report - E733CS AB - OV Piping.docx

CRESCENTA VALLEY WATER DISTRICT

Title: Construction of Piping and Metering Vaults at Williams Reservoir
E-Job No: E-733CS-1
Eng's Est: $170,000.00
PM: Brook Yared

BID LOCATION: CVWD's Main Office
TIME: 2:00 PM
DATE: 5/14/14
BY: BY CHECKED: DSG DATE: 5/16/14

				Engineer's Estimate		E&R Construction		Flemming Environmental		Brkich Construciton	
ITEM	DESCRIPTION	QUANTITY		UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	Furnish all labor, material and equipment to mobilize and demobilize, and provide cleanup of construction site: and obtain all permits, complete for the lump sum price of:	1	LS	$5,000	$ 5,000.00	1	$20,000.00	1	$17,477.00	1	$8,000.00
2	Provide public convenience, safety and traffic control, including warning signs, high level warning devices, delineators, barricades and trench plate bridging, complete for the lump sum price of:	1	LS	$10,000	$ 10,000.00	1	$8,000.00	1	$12,190.00	1	$10,000.00
3	Provide and install trench and excavation safety measures, including sheeting, shoring and bracing or equivalent method for protection in trenches per OSHA requirements, complete for the lump sum price of:	1	LS	$10,000	$ 10,000.00	1	$8,000.00	1	$12,510.00	1	$15,000.00
4	Vault 1: Furnish and construct 8'-0" x 7'-6" x 4'-10" deep static mixer vault including: vault, vault lid, excavation, backfilling, bedding, compaction, etc. complete for the lump sum price of:	1	LS	$37,000	$ 37,000.00	1	$16,000.00	1	$39,641.00	1	$31,700.00
5	Vault 2: Furnish and construct 8'-0" x 7'-6" x 4'-10" deep Flow Control vault including: vault, vault lid, excavation, backfilling, bedding, compaction, etc. complete for the lump sum price of:	1	LS	$37,000	$ 37,000.00	1	$16,000.00	1	$39,081.00	1	$31,700.00
6	Construction of 12-inch and 8-inch steel piping including: 20-inch x 12-inch hot tap, 16-inch x 12-inch hot tap, (2) 12-inch tapping saddles, (3) 8-inch gate valve, (2) 12-inch gate valves, (2) 8-inch static mixers, (2) Control Valves with orifice plates, fittings, excavation, backfilling, tie-ins, bedding, compaction, etc. complete for the lump sum price of:	1	LS	$44,000	$ 44,000.00	1	$78,000.00	1	$49,901.00	1	$99,200.00
7	Furnish and install miscellaneous electrical conduits, including: conduits, pull boxes, fittings, junction boxes, excavation, backfilling, bedding, compaction etc., complete for the lump sum price of:	1	LS	$15,000	$ 15,000.00	1	$7,000.00	1	$2,058.00	1	$6,000.00
8	Furnish all labor, material and equipment to pressure test and disinfect pipelines, coordinate all tie-ins to existing pipelines with CVWD, etc., complete for the lump sum price of:	1	LS	$5,000	$ 5,000.00	1	$3,000.00	1	$7,880.00	1	$1,500.00
9	Furnish all labor, material and equipment to pressure test and disinfect pipelines, coordinate all tie-ins to existing pipelines with CVWD, etc., complete for the lump sum price of:	1	LS	$5,000	$ 5,000.00	1	$5,000.00	1	$9,717.00	1	$5,000.00
10	Furnish all labor, material and equipment to carry out Storm Water Pollution Prevention Plan measures as required by the National Pollutant Discharge Elimination System and City of La Canada Flintridge BMPs complete for the lump sum price of:	1	LS	$2,000	$ 2,000.00	1	$8,000.00	1	$3,570.00	1	$3,500.00
				EE	$170,000.00	LOW	$169,000.00	2ND	$194,025.00	2ND	$211,600.00

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No. 3
May 20, 2014

To: Honorable President and Members of the Board of Directors

From: David S. Gould. P.E. – District Engineer

Subject: **Integrated Regional Water Management Grant Application for the Rockhaven Well, Project E-940**

AGENDA ITEM

Integrated Regional Water Management Grant for the Rockhaven Well, Project E-940 – Consideration and motion to authorize the General Manager to enter into a Memorandum of Understanding with the Los Angeles County Flood Control District regarding the preparation of a Grant Application for the Proposition 84 Round 3 Integrated Regional Water Management Grant Program at a cost of $17,327.33

BACKGROUND:

The Department of Water Resources released the 2014 Integrated Regional Water Management (IRWM) Grant Program Guidelines and Proposal Solicitation Package (PSP) for the expedited 2014 Drought Grant Solicitation funded by Proposition 84.

On January 17, 2014, Governor Edmund G. Brown proclaimed a Drought State of Emergency and on March 1, 2014, Governor Brown signed legislation to assist drought-affected communities and provide funding to better use local water supplies. Senate Bills (SB) 103 and 104 provide $687.4 million to support drought relief, including money for housing and food for workers directly impacted by the drought, bond funds for projects to help local communities more efficiently capture and manage water, and funding for securing emergency drinking water supplies for drought-impacted communities. The approved funding includes $472.5 million in Proposition 84 IRWM funding.

The Governor and Legislature have directed DWR to expedite the solicitation and award of $200 million (of the $472.5 million) in IRWM funding to support projects and programs that:

- Provide immediate regional drought preparedness
- Increase local water supply reliability and the delivery of safe drinking water
- Assist water suppliers and regions to implement conservation programs and measures that are not locally cost-effective
- Reduce water quality conflicts or ecosystem conflicts created by the drought

Rockhaven Well Grant:

CVWD has submitted a grant application to the Upper Los Angeles River Sub-region (ULRA) of the Greater Los Angeles Integrated Regional Water Management (IRWM) Group for a Proposition 84, Round 3 as part of the Governor's Drought Relief Grant for the Rockhaven Well project. The Rockhaven Well Project will increase the amount of local water supply available to the Crescenta Valley and decrease amount of water CVWD needs to import from MWD. The project will be a joint project between CVWD and Glendale Water and Power (GWP).

The project consists of placing into service a groundwater well, which was drilled by GWP and completed in 2011 for potable water use. The proposed well has shown to be able to pump 400 gallons per minute. The project will include a vertical turbine pump and motor, a small building enclosure on a concrete pad over the groundwater well, above ground discharge piping with a flow meter, electrical/telemetry system to provide power for the pump and ability to remotely monitor and control the pump, asphaltic concrete paving and on-site improvements, underground discharge piping to waste and 1,200 LF - 8-inch water main which will connect to an existing 8-inch water main to CVWD's Nitrate Removal Treatment Plant.

The following is a preliminary cost estimate submitted for the grant:

Task	Cost
Land Acquisition	$660,000
Planning	$5,000
Design	$100,000
Environmental Review	$10,000
Permits	$5,500
Construction	$840,000
Environmental Mitigation/Compliance	$5,500
Construction/Project Management	$77,000
Other	$27,000
Total	**$1,730,000**

Staff has made presentations to the ULRA Steering Committee and the Greater Los Angeles County (GLAC) Leadership Committee for inclusion of the Rockhaven Well Grant to the Department of Water Resources (DWR) for grant funding. The GLAC Leadership Committee made a decision on May 14, 2014 to include the Rockhaven Well Project (See attached list).

CVWD was originally not included in the overall recommended projects and to be included, CVWD/GWP's grant request was revised to a 58% DWR Grant/ 42% matching funds as shown below:

Grant Matching Fund Breakdown	Cost
Total Project Cost	$1,730,000
Shared Matching funds – CVWD & GWP (50% CVWD & 50% GWP)	$730,000
Project Grant Request	**$1,000,000**

CVWD and GWP have agreed to share the matching funds portion of the grant and CVWD's portion of the matching funds will be $365,000.

Also, staff will be submitting additional information such as CEQA, updating the water conservation (AB1420) element, and new information regarding the "Right-to-Water" law. The gather and preparing of this information will take most of the month of May to complete.

DISCUSSION:

Los Angeles County Flood Control District (LACFCD), which has been authorized as the funding agency for the GLAC, has requested the assistance of RMC Water and Environment (RMC) to prepare the grant application on behalf of the GLAC Integrated Regional Water Management Group for funding under the California Department of Water Resources' Integrated Regional Water Management Program. RMC provided a proposal to LACFCD to complete this work for $354,350. There are 15 projects that will be submitted and LACFCD has requested that each project proponent be responsible for their share of RMC's cost. In addition, LACFCD has requested that each project proponent sign a memorandum of understanding (MOU) agreeing to pay its proportional share of RMC's contract.

According to the MOU provided by LACFCD, CVWD/GWP proportional share will be $17,327.33. GWP has agreed to 50/50 cost share of the consultant costs and CVWD's overall cost will be

$8,663.67. Staff will send a letter agreement to GWP stating that GWP agrees to the cost sharing arrangement. Since CVWD is the lead agency, the MOU will be between LACFCD and CVWD

RECOMMENDATION:

It is staff's recommendation to authorize the General Manager to enter into a Memorandum of Understanding with the Los Angeles County Flood Control District regarding the preparing of a Grant Application for the Proposition 84 Round 3 Integrated Regional Water Management Grant Program at a cost of $17,327.33.

ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

There are sufficient funds available in the following accounts for the project:

Account Description	Amount
CVWD proportional share of the grant application to LACFCD	$17,327.33
GWP's share for the grant application	<$8,663.67>
Total for CVWD	**$8,663.67**
Administrative Consultants –Expense –FY 13/14 Budget	$45,000.00
Administrative Consultants –Expense Account Balance as of 5/15/14	<$26,025.16>
CVWD's share for the grant application	<$8,663.67>
Amount Remaining in Administrative Consultants	**$10,311.17**

Prepared by:

David S. Gould, P.E.
District Engineer

Submitted by:

Dennis Erdman
General Manager

Attachment:

1. GLAC List of Projects
2. Preliminary MOU between LACFCD & CVWD

MEMORANDUM OF UNDERSTANDING
BETWEEN
CRESCENTA VALLEY WATER DISTRICT
AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
REGARDING THE PROPOSITION 84 ROUND 3
INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM

This Memorandum of Understanding (MOU), is made and entered into between the Crescenta Valley Water District (CVWD), a County Water District, and the Los Angeles County Flood Control District (DISTRICT), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS, the Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Region is seeking grant funding through the Department of Water Resources' (DWR) Proposition 84 Round 3 Implementation Grant Program; and

WHEREAS, CVWD is a member of the GLAC IRWM Region and desires to have its Rockhaven Well project (PROJECT) included in the GLAC IRWM Region's application (APPLICATION) to DWR for Proposition 84 Round 3 Implementation Grant funding; and

WHEREAS, the DISTRICT has retained the services of RMC Water and Environment (CONSULTANT) to prepare the APPLICATION on behalf of the GLAC IRWM Region; and

WHEREAS. CVWD and the other members of the GLAC IRWMP Region that wish to have their projects included in the APPLICATION (collectively, APPLICANTS) have agreed to share in the cost of hiring the CONSULTANT to prepare the APPLICATION (CONSULTANT COST) by reimbursing the DISTRICT through this MOU, which will be executed separately between the DISTRICT and each APPLICANT. Each APPLICANT's share of the CONSULTANT COST is calculated according to the formula set forth in Exhibit A, incorporated herein by reference; and

WHEREAS, the total cost of the CONSULTANT's services is estimated to be \$354,350. Of this amount, \$23,810 represents fixed costs to be divided equally among all APPLICANTS, and \$259,910 represents costs calculated based on the inclusion of 15 projects in the APPLICATION;

WHEREAS, based on the cost allocation formula set forth in Exhibit A, CVWD's proportionate share of the CONSULTANT COST is \$17,327.33.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES hereby agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is reimburse the DISTRICT for the cost of retaining the CONSULTANT to prepare the APPLICATION.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Term: This MOU shall become effective on the latest date of execution by a PARTY, and shall remain in effect until CONSULTANT has been paid in full for its preparation of the APPLICATION, and DISTRICT has received payment from CVWD for its proportionate share of the CONSULTANT COST.

Section 5. COUNTY Agrees:

a. To invoice CVWD in the amount of $17,327.33 upon execution of this MOU. This amount represents CVWD's proportionate share of the CONSULTANT COST, as calculated pursuant to the cost allocation formula set forth in Exhibit A.

b. To contract with CONSULTANT and to be responsible for coordinating the activities of CONSULTANT. DISTRICT agrees to use the funds received from CVWD only for the preparation and submission of the APPLICATION.

c. To provide an accounting at the termination of the MOU or cancellation thereof and to return to CVWD its proportional share of the unused portion of all funds deposited with the DISTRICT, if any, in accordance with the cost allocation formula set forth in Exhibit A.

d. To notify CVWD in writing if the CONSULTANT's actual total cost of preparing the APPLICATION will exceed the cost estimate set forth above, and obtain written approval of the increase from the CVWD. Upon written approval of the increased costs by the CVWD, the DISTRICT will invoice CVWD for the CVWD's proportionate share of the increased costs according to the cost allocation formula set forth in Exhibit A.

Section 6: CVWD Agrees:

a. To pay the DISTRICT the amount invoiced pursuant to Section 5 within 45 days from receipt of the invoice.

b. To cooperate in good faith with DISTRICT and CONSULTANT in the preparation of the APPLICATION.

Section 7: Indemnification

a. To the fullest extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of such Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each PARTY agrees to indemnify, defend, and hold harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 8. General Provisions

a. <u>Notices</u>. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email, reader notification requested, or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

b. Administration. For the purpose of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this MOU on behalf of such PARTY.

c. Relationship of Parties. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.

d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and its respective heirs, administrators, representatives, successors and assigns.

e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.

f. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

g. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

h. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.

i. Interpretation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

j. Entire MOU. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

k. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

l. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By ______________________________ __________________
GAIL FARBER Date
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By ______________________________ __________________
Senior Associate Date

CRESCENTA VALLEY WATER DISTRICT

Date: __________________ By: _______________
CVWD – General Manager

ATTEST:

By: ____________________
CVWD – Secretary – Treasurer

APPROVED AS TO FORM:

CVWD - Legal Counsel

By: _________________

EXHIBIT A
Cost Allocation Formula

Cost Allocation Formula

Proportionate cost share	=	(Fixed Consultant Costs ($23,810) ÷ Number of Projects)	+	(Per-Project Consultant Costs ($15,740) x 15 PROJECTS

Estimated cost share for one (1) project based on a total of 15 projects

Proportionate cost share $17,327.33	=	*($23,810 ÷ 15)* $1,582.33	+	*($15,740 x 15)* $236,100

GLAC IRWM: Prop 84 Implementation Grant Funding (Round 3)

Subregion Proposed Projects Organized by Subregion

	Project Name	Agency	Brief Description of the Project	Water Supply (AF/Y)	Total Capital Cost (All Funds)	REQUESTED Prop 84 Funds	Cost Per Acre Foot (Total Cost)	Cost Per Acre Foot (Grant Funds)	% Match	Estimated Construction Start Date	Estimated Construction End Date	Estimated CEQA Completion Date
Lower LA & San Gabriel Rivers												
1	Recycled Water Turnouts	Water Replenishment District of Southern California	Construction of two turnout connection facilities to an existing recycled water supply pipeline to allow delivery of additional 11,000 acre-feet of recycled water to replenish groundwater supplies within the Montebello Forebay. This project will increase operational flexibility of the San Gabriel Coastal Spreading Grounds and provide the ability to recharge more recycled water.	11,000	$6,000,000	$4,500,000	$545	$409	25%	8/31/2014	10/31/2015	5/31/2013
2	Manhattan Well Improvements	LADWP/Water Replenishment District of Southern California	Build up to 2 monitoring wells and 8 production wells in South Los Angeles to replace the existing wells currently at Manhattan Wellfield. The monitoring wells will identify the existence and extent of any contamination. The production wells will extract water to supply the adjacent neighborhood which is currently being served with imported water.	4,200	$29,615,000	$3,000,000	$7,051	$714	90%	Fall 2014	Fall 2016	Notice of Exemption Filed
					$35,615,000	$7,500,000						
North Santa Monica Bay												
	~~AMR Conversion Project~~	~~LA Co Waterworks District No. 29~~	~~Replacement of all (approximately 6,200) non Automatic Meter Reading (AMR) meters. AMR meters are more accurate than the older non AMR meters, which typically under measure water use. Higher than expected usage volumes and bill amounts are expected to encourage customers to conserve water.~~									
	~~Malibu Drought Preparedness Project: Graywater Reuse and Rainwater Harvesting~~	~~City of Malibu~~	~~Retrofit 100 homes with graywater reuse and/or rainwater harvesting cisterns to provide immediate regional drought preparedness, water conservation and habitat protection that is not locally cost effective. Via extensive post project education and outreach, it will multiply the project benefits by providing local cost benefit analysis and a new Graywater Handbook to make it easier for future households to retrofit.~~									
1	Water Budget Based Rate Implementation	Las Virgines Municipal Water District	Fund contractor costs to permanently transition to budget based rates with steep conservation tiers: color-IR and landscape delineation, financial and rate studies and necessary billing system alterations. A prototype of this system achieved a 20% drop in water use in the previous drought (5,000 AF/Y).	5,000	$673,200	$413,500	$135	$83	39%	3/25/2014	6/30/2016	N/A
					$673,200	$413,500						
South Bay												
1	Well No. 2 Rehabilitation	City of Inglewood	Rehabilitation will include removal of pump assembly, removal of well encrustation, swab and surge well casing and chemical treatment. This action will restore well pumping capacity to a level of 600-700 acre feet per year.	600-700	$250,000	$187,500	$385	$288	25%	3/1/2015	7/31/2015	Will file Categorical Exemption
2	Terminal Island WRP Advanced Water Purification Facility and Distribution System Expansion	LADWP	The Terminal Island WRP Expansion and AWPF implementation will produce an additional 7280 AFY of advanced purified recycled water to offset potable demands in the Los Angeles Harbor Area. The recycled water will be treated with MF/RO and an advanced oxidation process. The recycled water produced by TIWRP will be used for groundwater protection from seawater intrusion, preservation of the Machado Lake ecosystem, and for various industrial uses.	7,280	$74,540,800	$2,500,000	$10,239	$343	97%	WRP Expansion: 10/6/2014	WRP Expansion: 4/3/2017 Distribution System: 10/3/2016	

GLAC IRWM: Prop 84 Implementation Grant Funding (Round 3)

Subregion Proposed Projects Organized by Subregion

	Project Name	Agency	Brief Description of the Project	Water Supply (AF/Y)	Total Capital Cost (All Funds)	REQUESTED Prop 84 Funds	Cost Per Acre Foot (Total Cost)	Cost Per Acre Foot (Grant Funds)	% Match	Estimated Construction Start Date	Estimated Construction End Date	Estimated CEQA Completion Date
3	Goldsworthy Desalter Expansion	City of Torrance and So. Cal Water Replenishment District	Drill 2 groundwater wells to remove and treat 2,500 acre-feet of saline water for drinking water. The new water wells will have a discharge line that will direct discharge water away from the Santa Monica Bay and thereby reduce discharges to the bay that cause exceedences of the bacteria TMDL for Santa Monica Bay	2,500	$17,500,000	$4,000,000	$7,000	$1,600	77%	12/31/2014	6/30/2016	Complete and Filed
4	West Coast Basin Barrier Project Unit 12 Injection & Observation Wells	LA County Flood Control District	Wells will be utilized to inject recycled water into the groundwater basin to replenish the local groundwater supply and protect it from contamination due to seawater intrusion. Recycled water that is injected into these wells can be pumped in the future as needed to supply drinking water to local communities. Wells will assist in creating a freshwater pressure ridge to prevent seawater from migrating landward and contaminating a groundwater reservoir.	730	$4,420,000	$1,000,000	$6,055	$1,370	77%	4/1/2015	2/1/2016	N/A
5	Recycled Water On-Site Retrofit Project	West Basin Municipal Water District	This project includes the design and construction of laterals and on-site retrofitting to connect 8 sites within the South Bay to West Basin's recycled water distribution system. The recycled water would be applied for landscape irrigation only. This project will connect the sites to existing, adjacent recycled water main lines to receive recycled water through service lines and on-site retrofits.	206	$1,410,000	$611,500	$6,845	$2,968	57%	Varies	To be completed by October 2016	To be completed by November 2015
					$98,120,800	$8,299,000						

GLAC IRWM: Prop 84 Implementation Grant Funding (Round 3)

Subregion Proposed Projects Organized by Subregion

	Project Name	Agency	Brief Description of the Project	Water Supply (AF/Y)	Total Capital Cost (All Funds)	REQUESTED Prop 84 Funds	Cost Per Acre Foot (Total Cost)	Cost Per Acre Foot (Grant Funds)	% Match	Estimated Construction Start Date	Estimated Construction End Date	Estimated CEQA Completion Date
Upper LA River												
1	Los Angeles-Burbank Groundwater System Interconnection	LADWP-Burbank WP	Increase use of BOU for groundwater remediation.	600-2000	$1,000,000	$500,000	$1667 - $500	$833 - $250	50%	12/31/2014	2/28/2015	Categorically Exempt
2	Los Angeles-Glendale Groundwater System Interconnection	LADWP-Glendale WP	Activate existing Grayson Power Plant wells and connect to potable distribution pipeline and Install 3,500 linear feet of 8-inch diameter pipeline for water delivery to LADWP	2000-2500 (2250)	$1,790,000	$716,000	$796	$318	60%	1/31/2015	7/31/2015	Categorically Exempt
3	Mission Wells Improvement	LADWP	Project will restore overall capacity to produce groundwater and utilize annual water rights and stored water credits	3,570	$14,000,000	$3,000,000	$3,922	$840	79%	Stage 1: Oct 2014 ~~Stage 2: TBD~~	Stage 1: Oct 2016 ~~Stage 2: TBD~~	Categorically Exempt: filing to be completed May 2014
4	Rockhaven Well	Crecenta Valley Water District-Glendale WP	Activate a groundwater well constructed by GWP, which has not been completed due to water quality (nitrate) issues. Reduce nitrate levels within the Verdugo Basin.	485	$1,730,000 ~~$1,040,000~~	$1,000,000 ~~$1,297,500~~	$3,567 ~~$2,144~~	$2,062 ~~$2,675~~	42%	12/31/2014	6/30/2015	Well Equipping & Piping – Neg. Declaration – Complete by June 2014
5	Be a Water Saver Conservation Program	City of Burbank Water and Power	Rebate programs including turf replacement, rain barrels, usage reports.	500	$1,518,500	$685,000	$3,037	$1,370	55%	ready to proceed	60 days after NTP	N/A
					$19,348,500	$6,198,500						
Upper San Gabriel River & Rio Hondo												
1	Six Basins and Puente Basin Integrated Water Supply Project	Puente Basin Water Agency	This Project consists of accessing, treating, and conveying a new source of water from Six Basins to PBWA for potable use. This Project will increase local potable water supply by 1,860 acre feet per year and will also improve water quality while enhancing regional interconnectivity and operational reliability.	1,860	$5,245,000	$3,000,000	$2,820	$1,613	43%	1/31/2015	7/31/2016	Categorically Exempt: filing to be completed summer 2014
2	La Puente Valley County Water District Recycled Water Project	Upper San Gabriel Valley Municipal Water District & La Puente Valley County Water District	Provides recycled water for irrigation use to customers of LPVCWD. Project includes construction of recycled water distribution system (Pipeline, Booster Pump Station, Customer Retrofits).	52	$1,224,000	$918,000	$23,538	$17,654	25%	3/1/2015	3/1/2016	8/31/2014
	South El Monte Recycled Water Expansion Project – Package 1	Upper San Gabriel Valley Municipal Water District & San Gabriel Valley Water Company	•Provides recycled water for irrigation use to customers in the Cities of El Monte and South El Monte through expansion of an existing recycled water system.	83	$3,644,000	$2,733,000	$43,904	$32,928	25%	2/1/2015	7/31/2016	8/31/2014
	San Gabriel Valley Water Recycling Project (Phase 1 – Rose Hills Expansion)	Upper San Gabriel Valley Municipal Water District and Rose Hills Memorial Park	Expand recycled water system at Rose Hills Memorial Park for irrigation purposes.	600	$1,000,000	$500,000	$1,667	$833	50%	2/1/2015	6/1/2015	MND August 2014
	~~City of Monrovia Fire Department Recycled Water Project~~	~~Upper San Gabriel Valley Municipal Water District~~	~~Project inlcudes capture and reuse of water from firefighting training exercises and construction of stormwater capture and treatment system for direct reuse.~~									
	~~Large Landscape Irrigation Survey and Retrofit Project~~	~~Upper San Gabriel Valley Municipal Water District~~	~~Surveys and retrofits of large landscape irrigation users to reduce demand and increase efficiency.~~									
					$11,113,000	$7,151,000						
					$164,870,500	**$29,562,000**						

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 4
May 20, 2014

To: Honorable President and Members of the Board of Directors

From: David S. Gould. P.E. – District Engineer

Subject: **Award of Contract for Replacement of Encinal Booster A Pump and Motor Assembly at Encinal Reservoir, Project E-918**

ACTION ITEM:

1. **Replacement of Encinal Booster A Pump and Motor Assembly at Encinal Reservoir, Project E-918** - Consideration and motion to authorize the General Manager to award a contract to the lowest responsible bidder, General Pump Company at a cost of $10,500 and establish a contingency amount of $1,050 (10% of contract) to cover the cost of unforeseen or additional work.

BACKGROUND:

Encinal Booster Pump A (Encinal A) was designed to operate at 800 gpm with a 50 hp motor. Encinal A was last rehabilitated in 2007, and over the past year, the pump and motor have steadily dropped in efficiency. In late April 2014, the System Operators reported that the pump had failed and was no longer able to provide enough pressure to distribute water. This pump is critical for the distribution of water in the upcoming summer months to the upper pressure zones.

DISCUSSION:

On April 29, 2014, Staff solicited bids for the inspection and replacement of the pump. The rehabilitation of the motor will be done by CVWD. A pre-bid meeting was held on May 8, 2014. This pre bid meeting was not mandatory, and was attended by two (2) contractors.

On May 14, 2014, at 2:00 PM, the District opened and read the following bid proposals for this project:

	Bidder	Total Bid Amount
Low	General Pump Company	$10,500
2	Tri County Pump Company	$11,800
3	Layne Christensen	$19,000
4	Best Drilling and Pump	$22,000

General Pump Company of San Dimas, CA, was the apparent lowest responsible bidder for the project. The engineer's estimate was $26,000 and the low bid was 59.6% lower than the engineer's estimate.

Staff has worked with General Pump Company extensively in the past and the experience was very positive.

RECOMMENDATION:

It is staff's recommendation to award the project to the lowest responsible bidder, General Pump Company for the Replacement of Encinal Booster A Pump and Motor Assembly at Encinal Reservoir. In addition, establish a contingency amount of $1,050 (10% of contract) to cover the cost of unforeseen or additional work. If approved, the work should be completed in late June 2014.

ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

There are sufficient funds available in the following accounts for the project:

Account Description	Amount
FY 13/14 Water CIP – Booster Pump Systems	**$68,000**
Mill B and Oak Creek Booster Replacement (Previously completed)	<$22,118>
Encinal Booster A – Contractor's Bid for Replacement	<$10,500>
Encinal Booster A – 10% Contingency	<$1,050>
Encinal Booster A – Refurbishing Existing 50 hp motor	<$3,000>
Total Cost for Project	**<14,550>**
Amount Remaining in Water CIP – Booster Pump Systems	**$31,332**

Prepared by:

Brook Yared, P.E.
Associate Engineer

Submitted by:

David S. Gould, P.E.
District Engineer

Attachments:

1. E-918 – Bid Summary

CRESCENTA VALLEY WATER DISTRICT

Title: Replacement of Encinal Booster A Pump and Motor Assembly at Encinal Reservoir, Project E-918

E-Job No: E-918

Engr's Est.: $26,000

Proj. Manager: Brook Yared

BID LOCATION: CVWD's Main Office

TIME: 2:00 PM

DATE: 5/15/2014

BY: BY CHECKED: DSG

DATE: 5/20/2014

				Engineers Estimate		General Pump Company		Tri County		Layne Christensen		Best Drilling and Pump	
ITEM	DESCRIPTION	QUANTITY		UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	Mobilization and Demobilization	1	LS	$2,000.00	$2,000.00	$800.00	$800.00	$2,280.00	$2,280.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
2	Remove Existing Pump and Motor Assembly	1	LS	$4,000.00	$4,000.00	$1,600.00	$1,600.00	$1,330.00	$1,330.00	$3,525.00	$3,525.00	$3,000.00	$3,000.00
3	New Pump Assembly Installlation	1	LS	$18,000.00	$18,000.00	$5,000.00	$5,000.00	$5,455.00	$5,455.00	$6,965.00	$6,965.00	$5,500.00	$5,500.00
4	Refurbish Discharge Head	1	LS	$1,500.00	$1,500.00	$900.00	$900.00	$850.00	$850.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00
5	Installation, Start-up and Testing	1	LS	$500.00	$500.00	$2,200.00	$2,200.00	$1,885.00	$1,885.00	$5,810.00	$5,810.00	$6,000.00	$6,000.00
				Engineers Estimat	$26,000.00	low	$10,500.00	2nd	$11,800.00	3rd	$19,000.00	3rd	$22,000.00

info item

CRESCENTA VALLEY
WEEKLY

What to do About Rockhaven

Posted by Robin Goldsworthy on May 15th, 2014 and filed under Glendale, News. You can follow any responses to this entry through the RSS 2.0. You can leave a response or trackback to this entry

File photo

By Mary O'KEEFE

In 2008, the Glendale City Council purchased Rockhaven Sanitarium from Ararat Home of Los Angeles, Inc. for $8.25 million.

At the time it was thought the property would be used as the new site for the Montrose Library. Once vacated, Glendale Fire Station 29 would then expand to the library location that was next door.

That was the proposed plan prior to the economy taking a hit and every city scrambling for funds to keep the fire stations open and police on duty. The Rockhaven property gates shut and all waited for the economy to turn around.

Since the purchase, the Historical Society of Crescenta Valley and the Glendale Historical Society have kept a watchful eye on the property. Then Friends of Rockhaven formed and tours began.

However, except for the tours, today Rockhaven remains a silent reminder of a woman who was an innovator in mental health treatment and housing for women.

The city of Glendale is dealing with the issue of what to do with Rockhaven. City manager Scott Ochoa leads the continuing discussion, which includes representatives from the CV and Glendale historical societies and Friends of Rockhaven.

"If we don't have money to rehabilitate the facility, it will continue to deteriorate," Ochoa said.

The city does not have any more to money to go toward Rockhaven and over the years the buildings on the property have shown the signs of aging.

The city is reaching out to developers and companies to find options of what they would do if they were to develop the area while maintaining its historic character. During this request for quotation (RFQ) process, the city will be looking at the proposals and, said Ochoa, working with the local historical representatives.

Rockhaven is a historical property that has yet to be registered.

"We don't want to designate [Rockhaven] until we know what a future adaptive reuse might look like," Ochoa said.

It is easier for companies to approach the city with ideas without the strict restrictions of a historical designation.

The city owns the property outright and, according to Ochoa, is not looking to recoup the money, which should be attractive to future businesses.

"We talked and met with the [stakeholders] and came to the [decision] if we are willing to trade on the west side [of the property then those funds would be invested into the rehabilitation of the remaining property]," Ochoa said.

The west side of the property would include a building that has been red tagged due to dangerous structural conditions.

There have been some reports of the city looking to build a large apartment complex on the western part of the property.

Ochoa strongly disagrees with that possibility stating "we are not putting a five story apartment building on the site."

He did, however, state that possible bungalows could fit the west area and there had been mention of a boutique hotel. All of this is speculation while the city waits for the RFQ results, expected in July.

Another option Ochoa entertained was renting the buildings out for office space.

"A doctor's or lawyer's office," he said. "Or a meeting space for the historical society."

The city and the stakeholders agree that something has to be done to maintain the buildings and that money must be generated; however, some are still concerned about what "development" actually means to the property.

Joanna Linkchorst, member of the Friends of Rockhaven, had heard things that concerned her during some of the meetings with the city including the comment concerning an apartment complex with 80 to 120 units.

Ochoa said a 20-unit courtyard on the west end, he thought, would be acceptable.

"My concern is losing the park space, " she said. "What we really want is community park space and would like the property to remain in the city's hands."

Ochoa agrees with the park space.

"[We could] open the southeast corner of the property for a community garden, like Descanso Garden … a quiet and meditative [area]," he said.

Although the stakeholders are working with the city, there are still trust issues concerning development. In Montrose that comes naturally as the memory of Twelve Oaks Retirement home is still fresh in everyone's minds. The area was transferred from the Glendale National Charity League to the non-profit company be.group. The be.group recently closed the assisted living facility down, evacuating the residents and attempted to sell the property to a developer. This went against what neighbors and the NCL had thought was an agreement with the be.group.

Linkchorst does not want the same thing to happen to Rockhaven. If a developer owns the property and promises to keep the historical integrity or works with the stakeholders, the developer could creatively work around an agreement and Rockhaven would not be protected.

Ochoa said with the historical designation that would come after an agreement with a developer/company, it would be difficult to radically change Rockhaven.

Ochoa added the city is moving slowly on any future decision and will respect and listen to the comments from the stakeholders.

"The first phase is the RFQ [which] is due back in July. If we get tone deaf developers, the process stops," he said.

The process will then begin again later with the city continuing to look for the right developer with the right ideas and the stakeholders' blessing.

The advantage is the property is owned outright by the city and there is no rush for a sale or decision.

For Linkchorst, she is happy the city is working with the stakeholders and hopes the lines of communications stay open and in a timely manner.

"We are trusting the city to do what is right by our community," she said.

Categories: Glendale, News
Tags: Mary Okeefe

Leave a Reply

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Mail (will not be published) (required)

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glendalenewspress.com/news/tn-gnp-me-0515-crescenta-valley-water-district-eyes-bump-in-water-rates--20140514,0,5623448.story

Glendale News Press

Crescenta Valley Water District eyes bump in water rates

Revenue from increases would help replace pipelines from the '50s among other fixes.

By Brittany Levine, *brittany.levine@latimes.com*

6:26 PM PDT, May 14, 2014

Roughly a year after the Crescenta Valley Water District ratcheted up water and sewer rates, the water provider is considering another set of increases.

Officials have proposed a 5.8% jump for water beginning July 1 and two years of boosts for sewer — 4.7% this July 1 and 4.4% the following July 1.

If approved, a bimonthly water bill for a typical residence with a 3/4-inch meter using 22 units of water, or 22,000 gallons, would increase by $8.10 to $147.46, according to a district notice. The bimonthly sewer bill would go up by $3 to $67.50 after the first rate change and by another $3 to $70.50 in 2015.

The District's board of directors plans to vote on the rate hikes at a public meeting on June 10.

In July 2013, the district increased its water rate by 5.6% and its sewer rate by 8.4%, said spokeswoman Christy Scott.

Average single-family customers in the district currently pay more than their counterparts in Burbank, Pasadena and Glendale, according to a Glendale city report released this week as the City Council in that city reviewed its own proposed water-rate increases.

Some Glendale residents as well as those who live in the unincorporated area of La Crescenta are covered by Crescenta Valley Water District.

According to the notice, the district plans to use the extra revenue from the planned rate hikes to fix aging water and sewer infrastructure. The district funds all capital repairs and replacements with rate revenues.

Projects planned for the water side for next fiscal year include rehabilitating two groundwater wells, purchasing an additional water source, completing a study to use storm water to recharge the groundwater basin and replacing 3,000 linear feet of aging pipelines mostly installed in the 1950s.

There are also aging sewer collection parts that district officials say must be maintained to a level set by state and federal regulations.

In addition to increasing maintenance and improvement costs, the district faces rising operation coals, such as electricity, fuel, chemical treatment and regulatory compliance.

The public meeting on the proposed rates is scheduled for 6 p.m. in the district's headquarters, 2700 Foothill Blvd., La Crescenta.

For more information about the proposed rate increases, call (818) 248-3925,

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glendalenewspress.com/news/tn-gnp-council-moves-to-limit-gush-of-increasing-water-rates-20140513,0,2574926.story

Glendale News Press

Council moves to limit gush of increasing water rates

Proposed option would have bumped up charges 26.3% over the next five years.

By Brittany Levine, brittany.levine@latimes.com

4:22 PM PDT, May 13, 2014

The City Council tossed out a recommended water-rate-increase plan on Tuesday that would boost Glendale Water & Power revenue by a compounded 26.3% over the next five years, preferring to set the ceiling for their rate discussion at a compounded 20.4% over four years.

The majority of the council said the original proposal from a consultant and staff was too much for customers to bear following water-rate increases in 2012, even though those changes were riddled with errors and caused the utility to undercharge some customers and overcharge others.

"I don't want to slam people and shock them," said Councilwoman Laura Friedman, who, along with the balance of her colleagues, except Councilman Dave Weaver, opposed the more expensive option.

The compounded numbers are based on revenue increases systemwide and do not reflect how individual customer's bills would be impacted because the proposed rates, like the botched ones approved in 2012, differ depending on customer type — such as single-family residential or commercial — meter size, water usage and other factors.

The originally recommended option would have increased the monthly bill of an average single-family residential customer who currently pays $72.12 by nearly 11% next fiscal year to $79.83, followed by four concurrent annual increases of roughly 5%, 4%, 5% and 5%.

City officials did not know how that same bill would be affected by the new 20.4% ceiling and said it would take about a week to crunch those numbers.

The council, which expects to vote on new water rates in July, can select a new rate plan that will have smaller bill impacts than their proposed 20.4% ceiling, but they can't go over it, according to state law.

Glendale not only needs to increase the water rates to structurally fix the bungled ones — which the city paid a consultant $107,000 to create and were opposed by several residential and commercial customers for being too high before they were approved — but it also needs to boost rates beyond that, city officials said.

If Glendale Water & Power only made structural rate changes — by increasing the rates for those who are being undercharged and decreasing rates for customers being overcharged — the water side of the utility is still expected to be $6.9 million in the red by the end of fiscal year 2018-19.

The water side currently has a $9.9-million deficit and made $8.8 million less than expected since the 2012 rate increases went into effect.

Officials are pursuing legal action against the consultant that made the errors, Willdan Financial Services of Temecula. The city paid Berkeley-based Bartle Wells $130,000 to come up with the new rate proposal.

Proposed rates also include an adjustable drought charge, which would allow the utility to still bring in revenue even as customers participate in mandatory conservation.

Councilman Ara Najarian said he feared that customers would oppose a drought charge, but Glendale Water & Power General Manager Steve Zurn said the utility often faces such a dilemma.

Before the council votes on the rate changes, Glendale Water & Power plans to send out a notice detailing the proposed changes to customers and host several public meetings about the rates at various locations throughout the city.

Community meetings are scheduled from 6 to 7:30 p.m. on the following dates:

— June 4, Sparr Heights Community Center, 1613 Glencoe Way

— June 5, Police Community Room, 131 N. Isabel St.

— June 18, Pacific Edison Community Room, 501 S. Pacific Ave.

— June 19, Boy Scouts of America, 1325 Grandview Ave.

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THE SOUTHERN CALIFORNIA WATER COMMITTEE

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SCWC Board Urges Regional Conservation to Help Combat Statewide Drought

Governor Jerry Brown Declares Official Drought

Los Angeles Office of Public Accountability Finds Bay Delta Conservation Plan Affordable for City Households at Roughly $2 per Month

FOR IMMEDIATE RELEASE:
May 7, 2014

Los Angeles Office of Public Accountability Finds Bay Delta Conservation Plan Affordable for City Households at Roughly $2 per Month

New Tunnels, Ecosystem Improvements and Statewide Water Bond Combined Expected to Cost $4 per Month, per Household

Los Angeles, CA – Los Angeles' **Office of Public Accountability (OPA)/Ratepayer Advocate** has determined the costs associated with the Bay Delta Conservation Plan (BDCP) are affordable for almost all Los Angeles households. The OPA outlined in a recent **report** that the combined cost of constructing a new tunnel system as proposed in the BDCP, associated environmental improvements and a separate statewide water bond would result in an average $4 per month rate increase for city households. The OPA estimates the cost of BDCP alone—tunnel construction and environmental improvements—at just over $2 per month per household, which is even lower than previous estimates.

"Southern California has a major stake in protecting the reliability of water supplies from the northern part of the state because even with major local water supply developments, we will still need this water. The good news is that we can modernize the water delivery system and secure this water supply at an affordable price—it's a smart investment," said Rich Atwater, executive director of the Southern California Water Committee (SCWC).

Twenty-six million Californians and millions of acres of farmland depend on water that comes from Sierra Nevada snow melt, which flows through the Sacramento-San Joaquin Delta (Delta), the hub of the state's water delivery system. This water represents a significant portion—on average 30 percent—of Southern California's water supply. This critical flow of water is currently ushered through the Delta's system of 100-year old dirt levees, which keeps fresh water separate from the salt water of the San Francisco Bay. These levees though are old and increasingly unreliable, posing a significant risk to California's freshwater supply.

The U.S. Geological Survey predicts there is a 63 percent chance of a 6.7-magnitude or higher earthquake in the Bay Area in the next 30 years. Such an earthquake could result in the failure of these seismically vulnerable dirt levees, allowing salt water to rush in and contaminate this fresh water supply. Should this occur, one-third of Southern California's water supplies may be cut off for up to one year.

"We are operating on borrowed time," added Atwater. "A problem of this magnitude will not fix itself and after exploring many different options, the state is honing in on a solution that will work for the people, businesses and farms from the Bay Area to San Diego that depend on this water supply."

To address the crisis, state and federal agencies have proposed the BDCP to modernize the state's water delivery system and protect water supplies. The plan calls for the construction of two underground tunnels that will safely route Sierra Nevada water under the Delta rather than through it, offering long-term protections from earthquakes and other natural disasters.

The BDCP has been developed by scientists, engineers, biologists and other experts over the course of seven years and through hundreds of public meetings. The draft environmental impact report is publicly available now and the state is accepting public comments through June 13, 2014. For more information on the BDCP and to comment on the project, please visit **www.baydeltaconservationplan.com** and see SCWC's BDCP **infographic**.

Concurrently, Southern California is building on the more than $12 billion in conservation and local water supply improvements that the region has made since 1995. Conservation and local water supply development remain high priorities for public water agencies throughout the region.

"Southern California needs a balance among water supply sources—both imported and local—so we aren't depending too heavily on just one," added Atwater.

The OPA report also succinctly explains the rationale and strategy for maintaining multiple water supply sources—"when one supply is in deficit, the others can compensate."

For more information on Southern California's efforts to use water more efficiently, and locally, **click here**.

The OPA is a city department that was established by voters in order to review operations and finances of the Los Angeles Department of Water and Power and to serve as an independent watchdog, charged with analyzing proposed increases in water and power rates on a timely and continuous basis. A citizen selection committee selected and appointed Frederick Pickel in 2012 to serve as Executive Director/Rate Payer Advocate. To read the report from OPA on BDCP, **click here**.

Established in 1984, the Southern California Water Committee is a nonprofit, nonpartisan, public education partnership dedicated to informing Southern Californians about our water needs and our state's water resources. Spanning Los Angeles, Orange, San Diego, San Bernardino, Imperial, Riverside, Ventura and Kern counties, the SCWC's members include representatives from business, government, agriculture, water agencies, labor and the general public. Visit us at **www.socalwater.org** *and find us on Facebook.*

SCWC

lacanadaonline.com/news/tsn-vsl-foothill-residents-asked-to-reduce-water-by-20-20140508,0,7763890.story

LA Canada

INFO ITEM

Foothill residents asked to reduce water by 20%

1:04 PM PDT, May 8, 2014

Foothill Municipal Water District is asking local residents to practice “extraordinary” water conservation, in the wake of an executive order from Gov. Jerry Brown to intensify statewide drought response efforts.

Increasing its water conservation alert status from “green” to “yellow,” the FMWD Board of Directors asks residents to comply with Brown’s request to reduce water consumption 20% by limiting outdoor water use to twice weekly.

Should the district move to an “orange” status, it would begin allocating water to member agencies, which could mandate water restrictions and be forced to pay penalties for overuse, according to General Manager Nina Jazmadarian.

Beyond that, were the critical status “red” to be reached, the district would cease delivering water to customers except for health and safety purposes, Jazmadarian added.

For now, FMWD — which provides imported water to agencies serving La Cañada Flintridge properties, and some residents in La Crescenta — urges customers to avoid using water to clean sidewalks and driveways. They also ask residents to limit home car washing and turn off non-gray water fountains.

Commercial customers are being advised to reduce outdoor irrigation, provide water to restaurant patrons only upon request and give hotel guests the option to avoid daily towel and sheet service.

FMWD currently offers rebates toward the purchase of water-efficient devices and appliances. For more information on rebates, visit www.socalwatersmart.com.

--Sara Cardine, sara.cardine@latimes.com

Follow on Twitter: @SaraCardine.

ALSO:

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Court nixes fee to use national forests

INFO ITEM

lacanadaonline.com/news/tn-vsl-me-art-contest-spotlights-importance-of-water-20140508,0,966775.story

LA Canada

Art contest spotlights importance of water

La Cañada Elementary School fifth-grade pair capture top two places in 'Water is Life' event.

By Sara Cardine, sara.cardine@latimes.com

3:05 PM PDT, May 8, 2014

Creativity paid off for two La Cañada Elementary School fifth-graders who recently beat out more than 100 other artists to win the top two places in this year's "Water is Life" art contest sponsored by the Foothill Municipal Water District.

Classmates Derek Jiang, 10, and 11-year-old Shelby Perez learned late last week their art pieces — which both feature strong messages about water conservation — had been selected to win first- and second-place awards, along with cash prizes and gift cards for the school.

Jiang's entry featured two versions of a single landscape split into a yin-yang shape, one side depicting a barren, waterless wasteland and the words "no water, no life." On the other side, a bright, verdant landscape and stream is framed by the words "water is life."

"It's yin-yang, black and white, (about) the contrast," explained Jiang, who also attends classes at a Temple City art school. "It's like water and no water, it's really different."

Perez said she'd entered the contest in years past but had never won. Her inspiration this year was a raindrop. First, she drew a giant drop containing several different land and sea-dwelling animals. The motto she chose was "water conserved is life preserved."

"I had a raindrop, and all the water's trapped inside of it," Perez said, relating the image to the slogan. "The water is holding all the animals together."

Perez and Jiang will join other winning artists from Glendale, Pasadena and La Crescenta, areas served by FMWD and its retail agencies, in a recognition and award ceremony to be held May 19 during the District's next board meeting.

Originally started by the Metropolitan Water District of Southern California, FMWD's lead agency, the "Water is Life" contest is open to thousands of local K-12 students, whose top entries are compiled into an calendar of student art.

FMWD employees selected the region's top 15 pieces to be considered for inclusion in the calendar, and agency managers selected the final three, according to Daniel Drugan, a water program technician.

The contest is about reaching out to the public with important messages of conservation and environmental stewardship, Drugan said Monday.

"It's important for us, as an educational tool, to educate kids about the water commissions and the importance of conserving water, especially in light of this current drought condition," he said of the contest. "These kinds of programs get the gears moving in the kids' heads, that's what's really important."

La Cañada Elementary art teacher Robin Torres, who organized participation on campus, said she was delighted the two top winners were her own and hoped next year to possibly make it a bigger schoolwide lesson on environmentalism, as expressed artistically.

Jiang and Perez, meanwhile, don't know how they'll spend their prize winnings. They're more focused on the joy that comes from a job well done.

"I just thought it would be a good experience," Jiang said.

--Sara Cardine, sara.cardine@latimes.com

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Artists take one on a garden journey, abstractly

info item

CV Weekly

Pull-Back on Water Rate Increases

By Ted AYALA

A water rate increase plan that would have augmented Glendale Water & Power's (GWP) revenue by as much as 26.3% over the next five years was snuffed out by Glendale City Council on Tuesday night. Instead, they set the cap at 20.4% over four years.

The decision comes after the uncovering late last year of flaws in the rates devised by Willdan Financial Services of Temecula for new water rate increases.

The structure originally proposed by Willdan would have increased the monthly bill of an average single-family customer currently paying $72.12 by approximately 11% next fiscal year to $79.83. Annual increases of approximately 5%, 4%, 5% and 5% over the following four years would be effected. By fiscal year 2018–19, that same customer would be paying $95.34.

Glendale adopted Willdan's tiered rate structure in April 2012. By 2013, city staff noticed that the revenue meant to be boosted by the rate increases was not coming in the way they had anticipated. Most of the increased revenue came from fire line overcharges, while single, multi-family, and commercial customers were being undercharged.

Willdan's error caused the GWP to lose approximately $8.8 million in revenue from single and multi-family customers alone.

Mayor Zareh Sinanyan remarked that their mistake is aggravated by their failure to "own up" to it. Councilmember Ara J. Najarian referred to it in more scathing terms, calling Willdan's mistake "bone-headed" and "unmitigated negligence, bordering on recklessness."

A new rate plan was commissioned from Bartle Wells of Berkeley. The city is currently pursuing litigation against Willdan.

The city's proposed 20.4% cap is not final and can be adjusted downward when the council votes on new water rates in July. They cannot, however, go over that percentage.

Complicating matters is that the city now finds itself attempting to plug the holes in revenue that the original rate structure plan was meant to address, but also mitigate the revenue loss incurred by that plan.

Additionally, the possibility of imposition of adjustable drought charges on utility customers is a factor that may be in play in the future.

Before council votes on the new rate structure, city staff will be conducting public outreach on the issue across the city.

Affected residents in the Crescenta Valley area will be first in line to voice their opinions and thoughts on the plan to the city.

City staff will be conducting a community meeting at the Sparr Heights Community Center on Wednesday, June 4 from 6 p.m. to 7:30 p.m.

May 15, 2014

info item

Bonds are quietly outperforming stocks

A trader watches a screen on the floor of the New York Stock Exchange on Tuesday. (Spencer Platt / Getty Images)

WALTER HAMILTON ***contact the reporter***

Economy, Business and FinanceFinanceCredit RatingsBondsStock MarketMoney and Monetary PolicyPrices

Via @latimes: Many people thought the bond market would fall this year; they were wrong

Several bond sectors have easily outpaced the Dow and S&P 500 this year

Stock prices are near all-time highs, but the real place to be this year is the bond market.

To the surprise of many on Wall Street, the long-underestimated fixed-income market is quietly outperforming its equity counterpart.

Many investors expected bonds to struggle this year as economic growth picked up and the Federal Reserve throttled back its long-running stimulus campaign.

Instead, bonds have rallied strongly amid jitters over the still-wobbly economy, the extended run in stock prices and lingering geopolitical turmoil. A dearth of investment alternatives also has given bonds a boost.

Isn't that the curveball of the year? It's just very surprising.- Marilyn Cohen, president of Envision Capital Management

The rally picked up steam Wednesday as bond yields fell sharply.

The yield on the 10-year Treasury note dropped to 2.54%, its lowest close since last October. Falling yields boost the value of older bonds with higher yields.

Several bond sectors — including Treasuries, municipals and high-yield — have easily outpaced stock indexes such as the Dow Jones industrial average and the Standard & Poor's 500 index.

"Isn't that the curveball of the year?" said Marilyn Cohen, president of Envision Capital Management, a Los Angeles bond investment firm. "It's just very surprising."

The fixed-income rally has been watched closely by scores of baby boomers and individual investors who rely heavily on bonds for steady income.

The S&P 10-year Treasury index and the S&P municipal bond index each are up 5.7% this year.

That compares with the 1.1% advance for the Dow and a 3% gain by the S&P 500.

All the numbers are total returns, which measure changes in principal value plus any interest or dividend income.

"This is a very strong year for fixed income in general," said J.R. Rieger of S&P Dow Jones Indices, who compiled the data.

Muni bonds, which are popular among small investors, have rallied this year as worries have faded about Detroit-like fiscal problems infecting other cities.

Through Tuesday, the average California intermediate muni bond fund is up 3.9%, according to Morningstar Inc. The average stock fund is up 0.7%.

An unexpected drop in interest rates also has helped propel the bond rally.

The 10-year Treasury bond surged late last year, climbing from 1.63% in early May to a bit more than 3% on Dec. Many experts thought rates would move higher, figuring that the long-plodding economy would finally gain altitude this year.

And it was widely assumed that the tapering of the Fed's economic stimulus program also would drive yields higher.

"It was almost universally seen that it would be a bear market for bonds," said Kathy Jones, fixed-income strategist at the Schwab Center for Financial Research.

But yields fell sharply in January, in part because frigid weather on the East Coast slowed the economy.

Tapering has seemed to have a muted effect on the bond market.

Yields rose sharply a year ago when former Fed chief Ben S. Bernanke first signaled that the central bank would reduce its bond purchases. Yields fell when the actual tapering started in January.

Beyond that, Treasuries got a boost from foreign investors seeking an alternative to European government bonds. Yields are exceptionally low in Europe, which is enduring a drawn-out economic malaise.

Opinion is split about whether bonds can continue to beat stocks.

Share prices fell Wednesday, with the Dow declining 101.47 points, or 0.6%, to 16,613.97. The S&P 500 dropped 8.92 points, or 0.5%, to 1,888.53.

Still, many analysts say the stock market has held up well considering that the S&P surged 30% in 2013. The S&P is up 2.2% this year.

Economic improvement in the second half of the year — for which many on Wall Street still hold out hope — could boost share prices.

But others said persistent weakness in the employment market and the absence of inflationary pressure will contain bond yields.

"The labor market has remained impaired. Inflation has remained benign," said Don Plotsky, head of product management at Western Asset Management in Pasadena.

"Absent any moves in those two indicators, there's nothing to really push rates substantially higher," he said.

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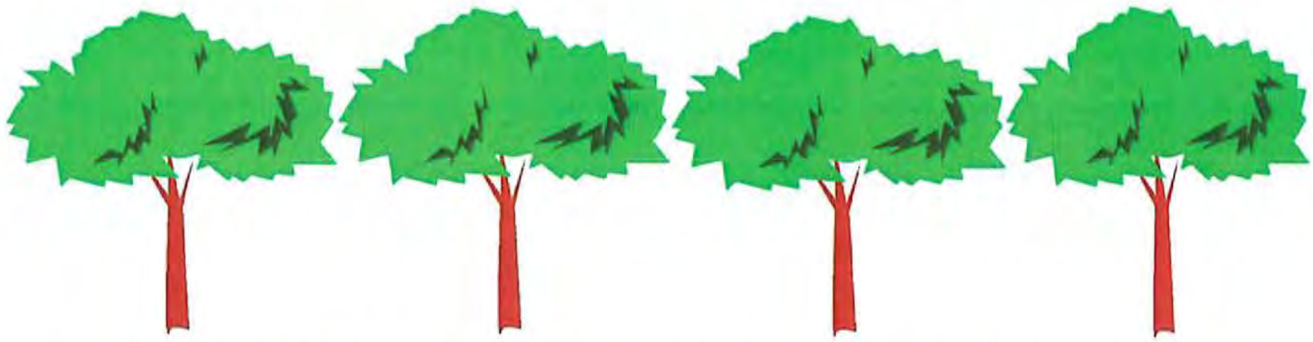
Written Communication



LOS ANGELES COUNTY SUPERVISOR MICHAEL D. ANTONOVICH

&

Crescenta Valley Town Council

Cordially invite you to attend the

15th ANNUAL ARBOR DAY CEREMONY

In remembrance of Marian & Joe Mirsky

Saturday, May 31, 2014, at 10 A.M.

Two Strike Park
5107 Rosemont Avenue
La Crescenta

Celebrating the 25th Anniversary of the Crescenta Valley Town Council and the 20th Anniversary of Prom Plus

The ceremony will be followed by docent guided tours of the Rosemont Preserve.

In the spirit of Arbor Day, the CVTC is sponsoring a FREE tree giveaway courtesy of Edison. To learn more about the FREE tree giveaway and reserve as many 15 gallon trees as you want, please visit the CVTC's website at:

www.thecvcouncil.com

Memorandum

DATE: May 15, 2014

TO: Board of Directors

FROM: Dennis A. Erdman

RE: General Manager's Report

CC: Management Staff

On May 14, 2014 I was a guest speaker at the Kiwanis Club of La Canada-Flintridge. There were about fifty members of the "Breakfast Club" in attendance. Topics covered during the presentation included the drought and measures we're implementing to help conserve supplies, the Bay Delta Conservation Plan and the importance of the tunnel project, infrastructure replacement, the cost of water and energy-water nexus, and water quality/MTBE issues for CVWD. There was a lively question and answer period. Christy provided take home bags with water conservation supplies and emergency preparedness material. All in all a good community outreach opportunity.

We are paying close attention to the "red flag" conditions and making every effort to keep our system topped off. Water use has already moved up markedly as David will report in greater detail. CVWD operators participated in two electrical load reduction requests from Constellation Energy due to the high heat and electrical demand. This occurred the week of May 12-16. We've been notified that he District earned $3,276 in load reduction credits for November, December and January.

The week of May 5-9 I attended the meetings of ACWA-JPIA and ACWA. The keynote address by Pat Mulroy, former General Manager of Southern Nevada Water Authority was one of the highlights. She urged action to bring greater reliability to California's water system and said now is the time to get moving on this. Lake Mead levels are trending downward and it will be too late if they reach elevation 1,000. ACWA JPIA also had interesting programs. The session on how claims and handled and the logic tree that is used to get to resolution was instructive. The session used six case studies to show how this process works.

District crew members performed the grading work at Orange and Rosemont Avenue in support of the Eagle Scout project you authorized at the last meeting. The results of this work look good and two loads of spoil were hauled away.

As of May 15, 2014, the District has worked 187 days without a lost time accident.

I will be away from the office on vacation beginning on May 21 and return on June 5. Ron and David will handle management issues that arise during this period.

CRESCENTA VALLEY WATER DISTRICT
MEMORANDUM

DATE: May 15, 2014

TO: Engineering Committee Meeting File

FROM: David S. Gould, District Engineer

SUBJECT: CVWD Engineering Committee Meeting No. 285

Following is a summary of Engineering Committee Meeting No. 285, held at 8:30 AM on May 9, 2014, at the CVWD main office, and was attended by the following:

Director Ken Putnam – Committee Member	CVWD
Director James Bodnar – Substitute Committee Member	CVWD
Ron Mitchell – Secretary – Treasurer	CVWD
Brook Yared – Associate Engineer	CVWD
David S. Gould – District Engineer	CVWD

1. Well Levels and Well Production

Mr. Gould and Mr. Yared discussed the well levels through April 2014 stating that the static levels for the majority of the wells have decreased as well as the well pumping capacity.

Mr. Gould presented a well production chart that showed the status of groundwater pump production in 2012 to 2014. The chart showed a steady decrease in the amount of water pumped from the groundwater basin, from 3.6 MGD in January 2013 to the current 1.96 MGD. This is due to declining well levels in the basin and Wells 5 & 12 being out of service for rehabilitation.

2. Status - Project E-934 – Well 5, 8, 9, 11 & 12 Rehabilitation Project

Mr. Gould gave an updated status the well rehabilitation project as shown in the staff report. Mr. Gould discussed the situation with Well 12 and getting the well to pass the bacteriological sampling. Staff has looked into a number of methods to getting the well back into service and hopes this can be accomplished within the next week. Mr. Yared reported that the work at Well 9 was completed. He also discussed the status of the work at Well 5 and the test pumping by the contractor. Well 8 is the next well for rehabilitation, however, work cannot start until Well 12 is back in service.

Overall, Mr. Gould indicated that the project is behind schedule and the work on all the wells should be completed by the end of August. Mr. Gould also indicated that the work at Well 8 needs to be complete and that the homeowner at the Well 8 site has been frustrated with the District's delay in completing the work.

An option that staff presented to the Engineering Committee was to remove the work at Well 11 until after the high summer demands. Since Well 11 is currently pumping at 120 gpm and appears to be maintaining the pumping level, it was staff's suggested that the work at Well 11 be postponed to November 2014 and to keep the well in service.

The Engineering Committee recommended that staff contact the contractor to make sure it was acceptable to them and if so, proceed with removing Well 11 from the contract.

3. Status – Crescenta Valley Park Stormwater Project

Mr. Gould provided the Engineering Committee with an update of the project and discussed that the design for the installation of the flow monitoring equipment for the Verdugo Wash is complete. The plans will be submitted to LA County, Department of Public Work and the installation will start in early June 2014.

Also, Mr. Gould discussed that the design plans and specifications for the two (2) monitoring wells are 75% complete, and staff will be advertising for bids within the next 2 months. Staff has been working with LA County Parks & Recreation Department on an agreement for the access and maintenance of the new monitoring wells.

Finally, Mr. Gould indicated that a Task Force meeting will be scheduled within the next month to update the Task Force on the status of the project.

4. Discussion of Rockhaven Well and Prop. 84 Grant

Agreement:
Staff, with the assistance of Mr. Tom Bunn, District Legal Counsel, has prepared a preliminary agreement between CVWD & GWP for the Rockhaven Well. Staff also met with GWP prior to the Engineering Committee regarding the following major elements of the agreement:

1. Purchase or Lease the Land: GWP has formally said that Glendale wants to enter into a 25-year lease agreement such that GWP could take over the well in the future, if it is feasible. CVWD had previously indicated that CVWD would like to purchase the property.
2. Cost of Water: CVWD position was that the District would only pay for water produced from the Rockhaven Well that is above CVWD's water rights. GWP countered by stating that the Rockhaven Well be treated as a new source of water for the District and that CVWD pay for all water produced at an agreed upon cost per ac-ft.
3. Cost for Existing Infrastructure: CVWD suggested that the District pay the depreciated cost of the well over its useful life of 50 years. GWP indicated it would have to review this request.

In addition, CVWD discussed with GWP the risks involved with the project if the Rockhaven Well does not produce the amount of water as agreed upon due to the condition of the Verdugo Basin. GWP indicated that they agree there was risk, but would need to discuss further what level of risk each agency should take.

Mr. Gould provided a Rockhaven Well - CVWD/GWP Agreement Summary table that was reviewed and discussed with the Engineering Committee.

Grant:
CVWD has submitted a grant proposal to the Upper Los Angeles River Sub-region (ULRA) of the Integrated Regional Water Management (IRWM) Group for a Proposition 84, Drought Relief Grant for the installation of the pump, motor and piping for the Rockhaven Well.

The proposed project consists of placing into service a groundwater well, which was drilled by the City of Glendale and completed in 2011 for potable water use. The project will include a vertical turbine pump and motor, a small building enclosure on a concrete pad over the groundwater well, above ground discharge piping with a flow meter, Electrical and telemetry systems to provide power for the pump and the ability to remotely monitor and control the pump, asphaltic concrete paving and on-site improvements, underground discharge piping to waste and 1,200 LF - 8-inch water main which will connect to an existing 8-inch water main to CVWD's Nitrate Removal Treatment Plant.

Staff has made presentations to the ULARA Steering Committee and the Greater LA Leadership Committee for inclusion of the Rockhaven Well Grant to the State of California for grant funding. The Leadership Committee will make a decision on May 14, 2014 and if the Rockhaven Grant is approved, it will be sent to the Department of Water Resources (DWR) by July 1, 2014.

CVWD and GWP have agreed to share the matching funds portion of the grant and CVWD's share will be $216,500, which is less than the $860,000 which was originally proposed in the Cost Analysis Study. The grant also includes the cost for land purchase or lease option of $660,000, which will need to be discussed further with GWP.

The grant application will also require staff to submit additional information such as CEQA documentation, updating the water conservation (AB1420) element, and new information regarding the "Right-to-Water" law. The gather and preparing of this information will take most of the month of May to complete. It must be submitted to RMC (LA County's consultant) by June 1 to DWR.

The Engineering Committee recommended that staff continue working with GWP on the outstanding elements for discussion at a future Board of Director meeting. Also the Committee recommended that staff continue working on the grant application for submittal to DWR.

5. Discussion of Ordunio Wall

Mr. Gould discussed the status of the installation of a new wall and fence along the north property line.

Design: Staff has been working with Sessions Consulting Engineers on the design of the wall and fence along the north property line. As shown on the attached drawing, there will be about 210 feet of a small 2-foot high block wall with a 6-foot high chain link fence and about 80 feet of chain link fence without a wall. Also, a small area of the wall will have to be notched for the power pole guide wire.

Permitting: A portion of the wall is located within the City of Glendale and a portion within the City of Los Angeles. Thereby CVWD will need to obtain permits from both cities. Due to time constraints on the staff, we have asked Julian Lee (former employee) to assist us with obtaining the permits.

Mr. Lee met with the City of Glendale, Planning Department and since the site is zoned as an R-1 site, Glendale's fence ordinance does not allow side yard fences within 25 feet of the front property line. Also, the fence has to be a wooden fence, not a chain-link fence.

The wooden fence would have to be designed to meet 100 mph wind loads and seismic calculations must be submitted for the wall. For the 25-foot gap between the north fence and the east fence, Glendale indicated we could install a number of trees or bushes to block the area. Mr. Lee discussed with Glendale that the site is an existing reservoir site and that the 25-foot gap would not provide proper security for the site. Glendale indicated that the District can apply for a zoning variance, which would cost about $4,000 and could take up to 3 months for approval.

Glendale also discussed drainage on the north property which currently drains into CVWD's site and for CVWD to provide some way to maintain the drainage.

Mr. Lee also met with Glendale Water & Power (GWP) regarding the electrical pole guide wire. GWP requested that the proposed wall and footing be located at least 10-feet away from the power pole guide wire.

Mr. Lee met with the City of Los Angeles, Planning Department, and the site was zoned as an R-1 site, however, Los Angeles would allow the chain-link fence and small concrete wall.

Mr. Gould indicated that staff will be meeting with the design engineer to update the plans per Glendale's comments about the wooden fence and seismic calculations. The issue of the 25-foot gap still must be addressed either through installing a "tree" fence or applying for a zoning variance.

After the plans have been updated, staff will submit to the City of Los Angeles for a construction permit. Staff will also be working on the final specifications for bidding and plans to send a request for quote within the next 3 -4 weeks.

The Engineering Committee recommended that staff investigate the need for a water utility to maintain site security as required by the Department of Homeland Security and to discuss this issue further with the City of Glendale Planning Department. If the need arise, staff should also talk with Glendale's City Attorney's Office.

6. Discussion of Status of FY 13/14 Capital Improvement Project Program

Mr. Gould discussed the FY 13/14 CIP Program costs to date and the project schedule. The total amount to be used in FY 13/14 will be $1.88M. The majority of funds will be used between April and June 2014.

Mr. Gould also presented a project schedule, which showed three (3) new projects added to the schedule which is the rehabilitation of Wells 5, 8, 9, 11, & 12, the installation of a wall along the north side of Ordunio Reservoir, and the pipeline replacement on the 3800 Block of Honolulu Avenue.

Overall, there are 23 projects planned for FY 13/14. The attached schedule shows 4 projects have been completed, 4 projects are on schedule, 4 project schedules have been revised, 4 projects are under construction, and 6 projects have been deferred until next fiscal year.

CRESCENTA VALLEY WATER DISTRICT
FINANCE COMMITTEE MINUTES

DATE: May 6, 2014

TO: Finance Committee Meeting Minutes

FROM: Ron Mitchell, Secretary-Treasurer

Following is a summary of the Finance Committee Meeting held at 3:30 p.m. on May 6, 2014, at the CVWD main office, and was attended by the following:

Director Kenneth Putnam	- Committee Chairperson	CVWD Board of Director
Director James Bodnar	- Committee Member	CVWD Board of Director
Ron Mitchell		CVWD
Chris Brown		Charles Z. Fedak & Co.

Discussion on 2013/14 Fiscal Year Audit – Mr. Chris Brown, Managing Partner for Charles Z. Fedak & Co., presented the Committee an outline of how his firm will approach the 2013/14 Fiscal Year audit. Mr. Brown said that there were no outstanding items from the previous year's Management Report and complimented staff on their thoroughness of completing the schedules and the cooperation given to the audit team. He said that his team was at the office yesterday and today and has completed the interim field work for the audit. Mr. Brown said that his team would be back in mid-August to do the final fieldwork and plans to have the completed statement ready in November. Mr. Brown informed the Committee that this year they will be asking staff to submit the requested supporting schedules in electronic form similar to the FTP protocol.

Mr. Brown then covered new reporting requirements, such as GASB 68, that will require all public agencies to recognize pension liabilities beginning with the 2014/15 fiscal year audit. This will require an actuarial valuation similar to the one used to calculate the OPEB liability and suggested that the District work with CalPERS to do this work as they have all the information needed to do the report.

Mr. Brown then went through an interview questionnaire that would provide additional information his firm would need to be sure the audit covers any new items from the previous year and ensure the statements are accurate and reliable. Topics covered in the questionnaire included any unusual accounting entries, new litigation, disposal of major assets, long-term capital leases, major construction contracts, grant funding relationships with the state or federal government, knowledge of theft or fraud, and personnel issues.

Mr. Brown concluded by asking the Committee if there were any additional reports or materials that they would like to see in the completed report. He reminded the Committee that any additions to the audit report must be in line with accounting standards and can't be misleading to the reader. They discussed the MTBE settlements received and ways that footnotes could be used to inform the reader that this influx of cash was a one-time situation.

The meeting adjourned at 4:20 p.m.