



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

**AGENDA**  
**REGULAR MEETING**

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

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

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

5:00 PM

January 25, 2011

**PLEDGE OF ALLEGIANCE**

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

**A** The meeting was called to order at \_\_\_\_\_ p.m. by \_\_\_\_\_ in the District offices, and the Secretary called the roll.

<u>Board of Directors</u>	<u>Present</u>	<u>Left</u>	<u>Absent</u>
Lee Renger, President	_____	_____	_____
Joseph Bowman, Vice President	_____	_____	_____
Charles Caspary, Secretary	_____	_____	_____
Barry Steinhardt, Treasurer	_____	_____	_____
Glen Peterson, MWD Rep.	_____	_____	_____

**2. APPROVAL OF AGENDA**

**A** Moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and\_\_\_\_\_, that the agenda for the Regular Meeting of January 25, 2011, be approved as presented/amended.

**3. PUBLIC COMMENTS**

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

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

**A** Legislative and Regulatory Updates

**5. CONSENT CALENDAR**

**A** List of Demands: January 25, 2011. Approve

**B** Investment Report for the Month of December 2010. Approve

**6. TREASURER**

**7. BOARD OF DIRECTORS**

**A** Calleguas-Las Virgenes Public Financing Authority (PFA)

Discuss and confirm availability for the next Regular Meeting of the Calleguas-Las Virgenes Public Financing Authority to be held on Wednesday, May 4, 2011 at 4:00 p.m. in the Las Virgenes MWD board room.

**8. FACILITIES AND OPERATIONS**

**A** 1,235 Backbone Improvement Project: 5-Million Gallon Tank Site(Reference District Report No. 2468.00)

Provide staff direction on the selection of a preferred site for the 5-million gallon tank site associated with the 1,235-foot Backbone Improvements Program.

**B** Resolutions 01-11-2410 and 01-11-2411 Authorizing the General Manager to Enter Into Funding Agreements with the Bureau of Reclamation

Approve Resolutions Number 01-11-2410 and 01-11-2411 authorizing the General Manager to submit grant applications for project funding under the WaterSMART Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program and under the WaterSMART: Water and Energy Efficiency Grants For FY2011.

**RESOLUTION NO. 01-11-2410**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION FOR THE RECYCLED WATER SEASONAL STORAGE AND SYSTEM EXPANSION FEASIBILITY STUDY**

## **RESOLUTION NO. 01-11-2411**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION FOR THE DISTRICT-WIDE AUTOMATIC METER READING/ADVANCED METERING INFRASTRUCTURE (AMR/AMI) PROJECT**

(Reference is hereby made to Resolution No. 01-11-2410 and Resolution No. 01-11-2411 on file in the District's Resolution Book and by this reference the same is incorporated herein and made a part of hereof.)

## **9. FINANCE AND ADMINISTRATION**

### **A Facsimile Signatures on District Checks**

Approve Resolution No. 01-11-2412 authorizing the use of facsimile signatures for district checks.

## **RESOLUTION NO. 01-11-2412**

### **RESOLUTION NO. 01-11-2412 OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT USE OF FACSIMILE SIGNATURES IN RELATION TO DEPOSIT ACCOUNTS**

(Reference is hereby made to Resolution No. 01-11-2412 in the District's Resolution Book and by this reference the same are incorporated and made a part thereof.)

## **10. RESOURCE CONSERVATION AND PUBLIC OUTREACH**

### **A Customer Bill Presentment and Payment System, Approve Proposal from Best Practice Systems, Inc.**

Authorize the General Manager to execute an Electronic Commerce Service Agreement with Best Practice Systems, Inc. to provide an electronic bill presentment and payment system.

### **B Water Shortage Update - December 2010**

In light of the improved water supply conditions in California, discuss the status of the Water Shortage Allocation Program and provide direction to staff.

## **11. LEGAL SERVICES**

### **A Potable Water Replacement Fund Standby Charge**

The full reading of the proposed Ordinance No. 01-11-265 as it relates to continuation of the Water Replacement Fund Standby Charge for fiscal year commencing July 1, 2011, be waved, and the Board order publication within 30-days of adoption using a summary of the ordinance.

The Board by a roll call vote of Ayes: Noes: Abstain: Absent: that the proposed Ordinance No. 01-11-265 as it relates to continuation of the Water Replacement Fund Standby Charge for fiscal year commencing July 1, 2011, given second reading by title only, be passed, approved and adopted as presented.

**ORDINANCE NO. 01-11-265**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS IT RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2011.**

(Reference is hereby made to Ordinance 01-11-265 on file in the District's Ordinance Book and by this reference the same is incorporated herein and made a part of hereof.)

**12. INFORMATION ITEMS**

- A Electronic Recycle Program**
- B Second Quarter Consultant's Report**

**13. NON-ACTION ITEMS**

- A Organization Reports**
  - (1) MWD
    - a. Representative Report/Agenda(s)
  - (2) Other
- B Director's Reports on Outside Meetings**
- C General Manager Reports**
- D Director's Comments**

**14. FUTURE AGENDA ITEMS**

**15. CLOSED SESSION**

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

1. San Diego County Water Authority v. Metropolitan Water District, et al.
2. Butler Enterprises, L.P. v. Las Virgenes Municipal Water District
3. C.T. & F., Inc. v. Las Virgenes Municipal Water District
4. Langer v. 3M Company, et al.
5. Central Basin Municipal Water District v. Water Replenishment District of Southern California, et al.

**B Conference with District Counsel - Anticipated Litigation (Government Code Section 54956.9(b) (3) (C): one case):**

1. Marine Shale Processors Site PRP Group

**16. OPEN SESSION AND ADJOURNMENT**

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: BARRY S. STEINHARDT, TREASURER

Payments for Board Meeting of: January 25, 2011

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

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 54832 through 54946 were issued in the total amount of \$ 1,045,107.23

**Payments through wire transfers as follows:**

No Wires Transfer

Total payments \$ 1,045,107.23

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

**CHECK LISTING FOR BOARD MEETING  
01/25/11**

Company Name	Company No.	Check No. 54832 thru 54877 01/11/11	Check No. 54878 thru 54907 01/18/11	Check No. 54908 thru 54946 01/25/11	Total
		Amount	Amount	Amount	Amount
Potable Water Operations	101	16,840.49	62,500.35	17,747.52	97,088.36
Recycled Water Operations	102		537.75		537.75
Sanitation Operations	130		6,841.81	55,025.15	61,866.96
Potable Water Construcion	201	2,830.00	1,623.33		4,453.33
Potable Water Replacement	301	500.00	2,309.68	10,800.00	13,609.68
Sanitation Replacement	330	6,256.32			6,256.32
Internal Service	701	43,682.33	391,542.97	150,250.42	585,475.72
Joint Venture Operations	751	68,692.48	171,720.10	22,531.66	262,944.24
Joint Venture Construction	752	11,680.37			11,680.37
Joint Venture Replacement	754	1,015.00	179.50		1,194.50
<b>Total Printed</b>		<b>151,496.99</b>	<b>637,255.49</b>	<b>256,354.75</b>	<b>1,045,107.23</b>
<b>Voided Checks/Payment Stopped:</b>		None			
<b>Total Voids</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Total</b>		<b>151,496.99</b>	<b>637,255.49</b>	<b>256,354.75</b>	<b>1,045,107.23</b>

Batch Number - 206474  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
54832	01/11/11	2869	AT&T	SRV 12/20/10-01/1	PV	109405	001 00101	33.69	2150/122010
				9/11					
				SRV 12/23/10-01/2	PV	109406	001 00101	35.14	0210/122310
				2/11					
				SRV 12/23/10-01/2	PV	109408	001 00101	35.14	2430/122310
				2/11					
				SRV 12/23/10-01/2	PV	109409	001 00101	33.99	5388/122310
				2/11					
				SRV 12/23/10-01/2	PV	109410	001 00101	34.10	7426/122310
				2/11					
				G.PETERSON'S	PV	109412	001 00701	36.76	1984/122310
				12/23-01/22/1					
				1					
				Payment Amount				208.82	
54833	01/11/11	9631	AT&T LONG DISTANCE	SRV 11/05-12/04/1	PV	109355	001 00701	256.42	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	002 00701	4.60	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	003 00701	.02	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	004 00701	57.52	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	005 00701	2.40	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	006 00701	255.26	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	007 00701	18.56	806368136/120 410
				0					
				SRV 11/05-12/04/1	PV	109355	008 00701	.01	806368136/120 410
				0					

Batch Number - 206474  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key ltm	Key Co	Amount	Invoice Number
				11/05-12/04/1						410
				0						
				Payment Amount					594.79	
54834	01/11/11	18061	B&B ELECTRONICS	RADIO	PV	109376	001	00701	579.00	D10278959
				MODEM/JACK						
				BULKHEAD						
				FREIGHT	PV	109376	003	00701	15.58	D10278959
				Payment Amount					594.58	
54835	01/11/11	17322	BEST CHOICE, USA	WEATHER GUARD	PV	109422	001	00701	729.84	8937
				BLANKETS						
				FREIGHT	PV	109422	003	00701	60.00	8937
				Payment Amount					789.84	
54836	01/11/11	5376	CALIFORNIA ELECTRIC SUPPLY	LIMIT SW	PV	109386	001	00701	421.44	8957-734082
				W/5FT						
				CORD-ROD ARM						
				PVC CTD	PV	109387	001	00701	420.30	8957-734373
				BODY/COND.CTD						
				HUB						
				50 WIRE	PV	109388	001	00701	100.37	8957-735048
				P31403 14/3						
				SUB						
				Alt Payee						
				5451 CALIFORNIA ELECTRIC SUPPLY						
				P.O. BOX 14196						
				ORANGE CA 92863						
				Payment Amount					942.11	
54837	01/11/11	2554	COASTLINE EQUIPMENT	REPR	PV	109474	001	00701	588.95	10465
				HYDRAULIC						
				LEAK #710						
				Payment Amount					588.95	
54838	01/11/11	6966	CS-AMSCO	DEZURIK	PV	109389	001	00701	20,056.82	5061
				PARTS-REBLD						
				PLUG VLV5						
				FREIGHT	PV	109389	010	00701	94.27	5061
				CR-PART WAS	PD	109390	001	00751	137.19-	5070
				NOT CUT						
				Payment Amount					20,013.90	
54839	01/11/11	5298	DATA 2000	HP LASER	PV	109359	001	00701	3,667.85	49773
				JET/SCANJET						
				SCANNER						
				Payment Amount					3,667.85	

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Batch Number - 206474

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stib Message	Ty	Document Number	Key	Amount	Invoice Number
54840	01/11/11	2834	DIAL COMMUNICATION S SERVICE	RADIO MAINT-BATTERY	PV	109392	001 00701	76.83	30632
54841	01/11/11	10124	DIEHL, EVANS & COMPANY, LLP	Payment Amount FINAL PMT-JPA AUDIT YE 6/30/10	PV	109358	001 00751	935.00	1024037
54842	01/11/11	7257	DIRECTV, INC.	Payment Amount 1/7/11-1/6/12 OFF INFO/LCL CHNL	PV	109568	001 00101	503.88	1406212241
54843	01/11/11	2658	FEDERAL EXPRESS CORP	Payment Amount 12/31 FEDEX DELIVERY (3)	PV	109356	001 00701	115.70	7-346-46677
54844	01/11/11	2660	FISHER SCIENTIFIC	Payment Amount VACUUM PUMP	PV	109394	001 00701	603.24	8721107
			Alt Payee	SHIPPING	PV	109394	002 00701	16.75	8721107
54845	01/11/11	2672	FRUIT GROWERS LABORATORY, INC.	Payment Amount LAB ANALYSIS	PV	109398	001 00701	1,544.40	011538A
			Alt Payee	FISHER SCIENTIFIC ACCOUNT #479936-001 FILE #50129				619.99	
54846	01/11/11	6770	G.I. INDUSTRIES	LAB ANALYSIS LAB ANALYSIS Payment Amount 11/25-12/15 DE DISPOSAL 11/25-12/15 10YD ROLLOFF-SHOP	PV	109402	001 00701	74.25	012491A
			Alt Payee	G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065				1,741.55	011542A
			Alt Payee	GEORGE KREIDER IV	PV	109404	001 00701	598.74	2309857-0283-9
			Alt Payee	GEORGE KREIDER IV	PV	109407	001 00701	597.77	2533655-0283-5
54847	01/11/11	2769	GEORGE KREIDER IV	Payment Amount WELD SRV-CANWOOD&R EYES ADOBE	PV	109360	001 00701	300.00	374375

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Batch Number - 206474

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
54848	01/11/11	6804	GP RESOURCE INC./GP VENTURA OIL	2) 35LB PAIL-MIEROPA 220	PV	109411	001	00701		156.80	4545302
			Alt Payee	G.P. RESOURCES, INC. P. O. BOX 31001-1235 PASADENA CA 91110-1235						300.00	
54849	01/11/11	2701	GRAINGER, INC.	EXHAUST FAN MOTOR, 3PH, 1/1140	PV	109415	001	00701		263.73	9418329265
			Alt Payee	GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001						156.80	
54850	01/11/11	6439	HIDDEN HILLS COMMUNITY ASSOCIATION	PRMT-4" AC MAIN BK-RND MDW	PV	109567	001	00101		190.00	PRMT#817
			Alt Payee	JCI JONES CHEMICALS, INC						190.00	
54851	01/11/11	3083	JCI JONES CHEMICALS, INC	SODIUM HYPOCHLORITE 12.5%-4853	PV	109494	001	00701		2,952.60	493712
			Alt Payee	JCI JONES CHEMICALS, INC DEPARTMENT LA 23561 PASADENA CA 91185-3561						6,076.20	493385
			Alt Payee	JOHN LISEE PUMPS INC						2,917.93	493394
			Alt Payee	JOHN LISEE PUMPS INC						3,042.65	493500
			Alt Payee	JOHN LISEE PUMPS INC						14,989.38	81422
			Alt Payee	JOHN LISEE PUMPS INC						3,842.32	81422
			Alt Payee	JOHN LISEE PUMPS INC						35.00	81422
			Alt Payee	JOHN LISEE PUMPS INC						3,877.32	38140

ITEM 5A

Batch Number - 206474  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document	Key	Amount	Invoice Number
Number	Date	Number					Item Co		
ENVIRONMENTAL									
SEWAGE									
GRINDER									
Payment Amount									
54854	01/11/11	2611	LA DWP	RECTIFIER	PV	109391	001 00101	36.20	08345/122210
11/22-12/22									
RECTIFIER									
11/23-12/27									
Payment Amount									
54855	01/11/11	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	WLK PLNT	PV	109396	001 00101	317.58	0909/121610
10/22-12/16									
WLK									
PLNT10/18-12/16									
16									
EQUESTRIAN									
10/12-12/14									
Payment Amount									
54856	01/11/11	4783	LAWSON PRODUCTS, INC	TAPIA BIN PARTS	PV	109428	001 00701	541.57	9900493
FREIGHT									
10/12-12/14									
Payment Amount									
54857	01/11/11	3164	LEMIEUX & O'NEILL	RETAINER	PV	109572	001 00701	6,000.00	140-999M/1210
12/10									
PROFESSIONAL									
SRVS									
Payment Amount									
54858	01/11/11	2789	LIEBERT CASSIDY WHITMORE	PROF SRV-EE	PV	109357	001 00701	18,157.30	124926
ISSUE P/E									
11/30/10									
Payment Amount									
54859	01/11/11	2610	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	INSPECT	PV	109368	001 00752	2,213.28	RE-PW-1009030
FEE-24"REW									
P/L MULHLND									
INSPECT									
FEE-24"REW									
P/L MULHLND									
INSPECT									
FEE-24"REW									

ITEM 5A

Las Virgenes Municipal Water  
 A/P Auto Payment Register

Batch Number - 206474  
 Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Number	Key	Co	Amount	Invoice Number
				P/L MULHLND	PV	109373	001	00752	2,609.54	RE-PW-1012210 4772
				INSPECT						
				FEE-24"REW						
				P/L MULHLND						
				Payment Amount				11,680.37		
54860	01/11/11	17295	MAILFINANCE	01/23-02/22/1	PV	109541	001	00701	413.69	H2162749
				1 LEASE PMT						
				PSTG						
				PROPERTY TAX	PV	109542	001	00701	207.71	H2162749/TAX
				RECOVERY						
				Payment Amount				621.40		
54861	01/11/11	2365	MSO	11/01-11/30/1	PV	109435	001	00701	2,830.00	3509
			TECHNOLOGIES	0 CONSULT SRV						
				11/01-11/30/1	PV	109436	001	00701	250.00	3510
				0 CONSULT SRV						
				11/01-11/30/1	PV	109437	001	00701	1,015.00	3511
				0 CONSULT SRV						
				11/01-11/30/1	PV	109438	001	00701	250.00	3512
				0 CONSULT SRV						
				Payment Amount				4,345.00		
54862	01/11/11	16754	NATURAL	12/10	PV	109413	001	00701	235.00	5003
			SURROUNDINGS	INTERIOR						
				PLANT CARE						
				Payment Amount				235.00		
54863	01/11/11	2853	NEWARK	MISC PLNT	PV	109426	001	00701	96.15	19864761
				MAINT SUPPL						
				SWITCH	PV	109427	001	00701	259.68	19878543
				SELECTOR DPST						
			Alt Payee	7119 NEWARK						
				P. O. BOX 94151						
				PALATINE IL 60094-4151						
				Payment Amount				355.83		
54864	01/11/11	2302	OFFICE DEPOT	OFFICE/COFFEE	PV	109361	001	00701	2,043.34	540789087001
				SUPPLIES						
				CARTRIDGE-TON	PV	109362	001	00701	457.57	540854638001
				ER FOR						
				HP4000TN						
				OFFICE/COFFEE	PV	109364	001	00701	595.15	543404033001
				SUPPLIES						
				OFFICE	PV	109365	001	00701	166.66	54340411001

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Batch Number - 206474  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				SUPPLIES							
				COFFEE	PV	109366	001	00701		28.56	543404115001
				SUPPLIES							
				OFFICE	PV	109431	001	00701		1,028.99	544290738001
				SUPPLIES							
				OFFICE	PV	109434	001	00701		33.19	544501949001
				SUPPLIES							
				Payment Amount						4,353.46	
54865	01/11/11	15824	OUTBACK FOOTWEAR	SAFETY	PV	109416	001	00701		151.53	15092
				SHOES/M.LILLE							
				SAFETY	PV	109417	001	00701		182.94	15107
				SHOES/D. BOCKE							
				LMAN							
				Payment Amount						334.47	
54866	01/11/11	18061	JOHN/NATALIE QUIROZ	EASEMENT FOR	PV	109421	001	00101		1.00	TR45674
				8" DC							
				Payment Amount						1.00	
54867	01/11/11	16859	RMC WATER AND ENVIRONMENT	10/30--11/26/1	PV	109440	001	00701		6,256.32	11738
				0 CONSULT SRV							
				Payment Amount						6,256.32	
54868	01/11/11	2932	SEALS WEST PACKING CO.	REPR SPLIT SC	PV	109424	001	00701		610.00	3541
				FACES							
				Payment Amount						610.00	
54869	01/11/11	2948	SMITH PIPE & SUPPLY	MISC HQ	PV	109420	001	00701		87.02	2227683
				LANDSCAPE							
				MAINT							
				Payment Amount						87.02	
54870	01/11/11	2958	SOUTHERN CALIFORNIA GAS CO	CONDUIT P/S	PV	109395	001	00101		29.08	8400/122210
				11/19--12/22							
				Payment Amount						29.08	
54871	01/11/11	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	SRV AWRD	PV	109419	001	00701		32.46	120134-10
				5YR-J.UCEDA							
				Payment Amount						32.46	
54872	01/11/11	2964	STATE BOARD OF EQUALIZATION	10/1-12/31 UG	PV	109475	001	00701		170.10	44-008690/121
				STORAGE TNK							
				FEE							
				Payment Amount						170.10	0

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Batch Number - 206474

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key ltm	Key Co	Amount	Invoice Number
54873	01/11/11	7454	THE GRADALL RENTAL CO.	BIOFILTER MEDIA REPLACEMENT	PV	109444	001	00701	10,112.00	12102
54874	01/11/11	3022	VAUGHANS INDUSTRIAL REPAIR	REPR TUBING PUMP SLEEVES	PV	109423	001	00701	2,163.71	016608
54875	01/11/11	3025	WATER & SANITATION SRV./VENTURA COUNTY	PURCH WTR 11/16-12/14/1	PV	109401	001	00101	13,163.73	1730050006/12 1410
54876	01/11/11	8510	WORK BOOT WAREHOUSE	SAFETY SHOES/J-ALFAF ARA	PV	109414	001	00701	221.75	10161
54877	01/11/11	3067	XEROX CORPORATION	D250COLOR/PMT #55-NOV'10 W5645P/PMT#21 -NOV'10 D250EFI/PMT#5 5-NOV'10	PV	109430	001	00701	793.56 339.63 241.89	051902903 051902930 051902904
									1,375.08	
Total Amount of Payments Written									151,496.99	
Total Number of Payments Written									46	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itrn	Key Co	Amount	Invoice Number
54878	01/18/11	16051	ACCURATE TELECOM INC.	RELOCATE EXT 2184	PV	109466	001	00701	150.00	6658
				TEL MAINT SRV 1/1/11-12/31/ 11	PV	109618	001	00701	15,727.22	6615
				TEL MAINT SRV 1/1/11-12/31/ 11	PV	109618	002	00701	3,008.86	6615
				TEL MAINT SRV 1/1/11-12/31/ 11	PV	109618	003	00701	3,192.89	6615
				TEL MAINT SRV 1/1/11-12/31/ 11	PV	109618	004	00701	3,192.89	6615
54879	01/18/11	3077	AIRGAS - WEST	Payment Amount OXYGENI/ACETYL ENE CYLINDERS	PV	109477	001	00701	335.07	103747389
			Alt Payee 6658 AIRGAS - WEST P. O. BOX 7423 PASADENA CA 91109-7423	Payment Amount				25,271.86		
54880	01/18/11	6707	ASSET CONTROL, INC	BKGRND CK-KREIDER IV,G	PV	109459	001	00701	98.85	37399
				Payment Amount				335.07		
54881	01/18/11	2869	AT&T	SRV 12/25-01/24/1 1	PV	109579	001	00101	32.91	0192/122510
				Payment Amount				98.85		
54882	01/18/11	7965	B&B PALLET CO.	125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1" 125YDS WOOD CHIPS 1"	PV	109446	001	00701	1,302.50	105623
				Payment Amount				32.91		
				125YDS WOOD CHIPS 1"	PV	109447	001	00701	1,302.50	105624
				125YDS WOOD CHIPS 1"	PV	109448	001	00701	1,302.50	105746
				125YDS WOOD CHIPS 1"	PV	109449	001	00701	1,302.50	105747
				125YDS WOOD CHIPS 1"	PV	109450	001	00701	1,302.50	105748
				125YDS WOOD CHIPS 1"	PV	109451	001	00701	1,302.50	105749

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Co	Amount	Invoice Number
				CHIPS 1"						
				125YDS WOOD	PV	109452	001	00701	1,302.50	105750
				CHIPS 1"						
				125YDS WOOD	PV	109453	001	00701	1,302.50	105751
				CHIPS 1"						
				125YDS WOOD	PV	109479	001	00701	1,302.50	105753
				CHIPS 1"						
				125YDS WOOD	PV	109480	001	00701	1,302.50	105754
				CHIPS 1"						
				110YDS WOOD	PV	109490	001	00701	1,146.20	105752
				CHIPS 1"						
				125YDS WOOD	PV	109587	001	00701	1,302.50	105755
				CHIPS 1"						
				125YDS WOOD	PV	109588	001	00701	1,302.50	105756
				CHIPS 1"						
				125YDS WOOD	PV	109589	001	00701	1,302.50	105757
				CHIPS 1"						
				125YDS WOOD	PV	109590	001	00701	1,302.50	105758
				CHIPS 1"						
				Payment Amount					19,381.20	
54883	01/18/11	18080	BOOT BARN INC.	SAFETY	PV	109468	001	00701	225.00	IVC0017828
				SHOES-BUCHANA						
				N,S						
				Payment Amount					225.00	
54884	01/18/11	15635	BRENNITAG PACIFIC, INC.	CITRIC ACID	PV	109455	001	00701	2,874.24	BPI060721
				50% SOLUTION						
				Payment Amount					2,874.24	
54885	01/18/11	18054	BROOKS UTILITY PRODUCTS	BARREL LOCK F KEY/CLING TOOL	PV	109456	001	00701	701.30	168809
				FREIGHT						
				Payment Amount					13.40	
54886	01/18/11	15517	COLLINS EQUIPMENT REPAIR	REPAIR/SERVIC E #847	PV	109481	001	00701	618.04	1044
				SERVICE #711						
				Payment Amount					416.21	
54887	01/18/11	2590	DAILY NEWS	2 ADS-EXP REIMP,BIDS	PV	109617	001	00701	752.50	0289956000/12 10
				Payment Amount					1,034.25	
54888	01/18/11	8213	DATAMATIC,	WIRE END,LID	PV	109580	001	00701	345,606.51	IN0000014812
				Payment Amount					752.50	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key Item	Co	Amount	Invoice Number
			LTD.	LOCK;FIREFLY						
		Alt Payee	16479 ALLIED AFFILIATED FUNDING, LP C/O DATAMATIC, LTD. P. O. BOX 676649							
54889	01/18/11	8173	EXCEL PRINT RESOURCES	Payment Amount LVMWD FRONT/BACK RPT CVRS SHIPPING/HAND LING	PV	109619	001	00701	345,606.51 773.74	1671
54890	01/18/11	2688	GEOLABS	Payment Amount 4/1-11/30 TWIN LAKES P/S 12/1-12/31 TWIN LAKES P/S	PV	109620	001	00701	798.74 853.00	21012018
54891	01/18/11	8383	GJ PARK ASSOC LLC	Payment Amount RFND UNUSED PREPD DEP	PV	109581	001	00701	1,462.00 1,992.07	R2430350
54892	01/18/11	2701	GRAINGER, INC.	Payment Amount LADDERS, SLING	PV	109460	001	00701	789.95	9421549388
		Alt Payee	5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001							
54893	01/18/11	8304	JFM EFECTOR INC.	Payment Amount PRES TRANSMTR,CONN APTR,BATT PRESSURE TRANSMITTER W/GAUGE	PV	109583	001	00701	789.95 1,442.65	1283274
54894	01/18/11	16620	JAM FIRE PROTECTION, INC.	Payment Amount QTRLY WTR FLW/TAMPER TSTG	PV	109471	001	00701	2,309.68 400.00	147652
54895	01/18/11	16423	JANO GRAPHICS	Payment Amount 2011 CURRENT FLOW	PV	109585	001	00701	400.00 2,505.97	41152

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
54896	01/18/11	3083	JCI JONES CHEMICALS, INC	SODIUM HYPOCHLORITE 12.5%-4921	PV	109622	001	00701		2,993.97	494004
				SODIUM HYPOCHLORITE 12.5%-4774	PV	109623	001	00701		2,904.54	494212
				SODIUM BISULFITE 38%-4091GALS	PV	109624	001	00701		5,813.31	494123
										2,505.97	
										11,711.82	
54897	01/18/11	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	REPL CENTRATE LINE 12/6-1/3/11	PV	109574	001	00754		179.50	7067/010311
				ENLARGE TWIN LAKES 11/30-12/29	PV	109575	001	00201		161.33	6937/122910
				HQ RECL WTR 10/26-12/27	PV	109576	001	00701		19.52	2646/122710
				HQ BLDG8 10/26-12/27	PV	109577	001	00701		4.95	2652/122710
				BLDG7 RECL WTR 10/26-12/27	PV	109578	001	00701		4.88	2655/122710
										370.18	
54898	01/18/11	6980	LIQUIVISION TECHNOLOGY, INC.	CLEAN 5 POT TNKS,FILTER BAGS	PV	109586	001	00701		15,985.00	3739
				CLEAN 5 POT TNKS,FILTER BAGS	PV	109586	002	00701		2,227.93	3739
										18,212.93	
										425.20	RE-PW-1012210
54899	01/18/11	2610	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	PRMT CNSTR INSPCTN-MUREA U RD	PV	109484	001	00751			5553

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itrn Co	Amount	Invoice Number
54900	01/18/11	2853	NEWARK	MISC TAPIA MAINT SUPL	PV	109614	001 00701	69.95	19889303
Alt Payee 7119 NEWARK P. O. BOX 94151 PALATINE IL 60094-4151									
54901	01/18/11	2853	ON HOLD MARKETING SYSTEMS	ANNL MESSAGE SRV@TAPIA	PV	109597	001 00751	828.00	71448
54902	01/18/11	8484	PRAXAIR DISTRIBUTION, INC	12/10 CYLINDER RNTL	PV	109599	001 00701	49.20	38391581
Alt Payee 8898 PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511									
54903	01/18/11	2914	ROADSIDE LUMBER/HARDWA RE	ASPHALT, COLD PATCH,60 LB. BA	PV	109600	001 00701	409.15	90305323
54904	01/18/11	2956	SOUTH COAST AIR QUALITY MGMT DIST	LV-2 EMISSIONS FY10-11 LV-2 OPERATNG FEE FY10-11	PV	109457	001 00101	109.00	2279650
54905	01/18/11	2957	SOUTHERN CALIFORNIA EDISON	CONDUIT 11/19--12/21 LATIGO CYN 11/19--12/20 SADDLETREE 11/15--12/15 RECTIFIER ADJ 10/19--11/18 RECTIFIER 11/18--12/18 HQ/OPNS	PV	109497	001 00101	223.08	1313-55/12211 0 4368-30/12201 0 4368-32/12151 0 4368-34/ 111810 4368-34/12181 0 4368-35/12161

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Payment . . . . . Number Date	Address Number	Name	Payment Stub Message	Ty	Document . . . . . Number	Key Itrn Co	Amount	Invoice Number
11/16--12/16								0
HQ/OPNS				PV	109503	001 00701	684.60	4368-36/12161
11/16--12/16								0
CONDUIT				PV	109504	001 00101	24.32	4368-38/12211
11/19--12/21								0
RECTIFIER				PV	109505	001 00101	22.57	4368-39/12211
11/20--12/21								0
WOOLSEYTNK				PV	109507	001 00101	24.80	4368-40/12061
11/03--12/06								0
BOX CYN				PV	109508	001 00101	20.38	4368-41/12281
11/30--12/28								0
L/S#2 SEWER				PV	109509	001 00130	2,759.23	4368-42/12161
11/17--12/16								0
WARNER				PV	109510	001 00101	3,036.32	4368-44/12291
11/30--12/29								0
SEMINOLE				PV	109511	001 00101	70.07	4368-47/12301
12/01--12/30								0
CORNELL				PV	109512	001 00101	310.01	4368-49/12291
11/30--12/29								0
WLK PLINT				PV	109513	001 00101	2,277.04	4368-52/12141
11/12--12/14								0
MALIBU SYNPHIN				PV	109514	001 00751	21.84	4368-53/12161
11/16--12/16								0
JBR P/S				PV	109515	001 00101	132.70	4368-54/12221
11/22--12/22								0
STUNT RD				PV	109517	001 00101	2,852.26	4368-55/12101
11/09--12/10								0
TAPIA PLINT				PV	109518	001 00751	67,322.69	4368-56/12291
11/30--12/29								0
ARGOS VALVE				PV	109519	001 00101	22.57	4368-57/12201
11/19--12/20								0
3 SPNG				PV	109520	001 00101	602.11	4368-58/12131
11/12--12/13								0
KIMBERLY				PV	109521	001 00101	551.69	4368-59/12221
11/22--12/22								0
RLV FARM				PV	109522	001 00751	5,638.85	4368-60/12161
11/16--12/16								0
CENTRAL CYN				PV	109523	001 00751	162.52	4368-61/12161
11/16--12/16								0
NO.CYN IRR#2				PV	109524	001 00751	950.99	4368-62/12161
11/16--12/16								0

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Number	Key itm Co	Amount	Invoice Number
					109525	001 00101	610.99	4368-64/12181
				DARDENNE 11/18-12/18	PV			0
				MULWOOD 11/17-12/18	PV	109526 001 00101	2,495.83	4368-65/12181
				EQUESTRIAN 11/12-12/15	PV	109527 001 00101	55.58	4368-67/12151
				MTN GATE 11/18-12/17	PV	109528 001 00101	462.98	6316-49/12171
				MORRISON 11/23-12/23	PV	109529 001 00101	27.28	8383-31/12231
				AGOURA P/S 11/22-12/22	PV	109530 001 00101	621.15	2515-69/12221
				WLK PR STN 12/1-12/30	PV	109531 001 00101	23.10	2683-53/12301
				McCOY P/S 11/18-12/18	PV	109532 001 00101	4,722.55	2782-42/12181
				CLBS TO LV2 11/30-12/29	PV	109533 001 00101	2,068.81	3395-85/12291
				WLK P/S 11/30-12/29	PV	109534 001 00101	689.49	3977-87/12291
				L/S#1 SEWER 11/19-12/20	PV	109536 001 00130	3,988.84	3977-91/12201
				SEMINOLE 11/16-12/16	PV	109537 001 00101	7,211.34	7025-53/12161
				COLD CYN 11/18-12/18	PV	109538 001 00101	3,733.45	7651-90/12181
				JED SMITH 11/18-12/20	PV	109539 001 00101	3,379.79	6723-62/12201
				RLV COMPOST 11/22-12/22	PV	109543 001 00751	24,657.95	5165-46/12221
				FOXFIELD WELL 11/15-12/14	PV	109544 001 00751	129.50	7717-31/12141
				ODOR CNTRL EQUIP	PV	109545 001 00130	93.74	4996-99/12161
				11/17-12/16				0
				OAKRIDGE 11/17-12/17	PV	109546 001 00101	427.07	2165-89/12171
				RLV CNTRL 11/22-12/22	PV	109547 001 00751	171.25	5716-44/12221
				PK BELMONT 11/16-12/17	PV	109548 001 00701	50.96	9284-79/12171
								0

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm	Co	Amount	Invoice Number
				HQ/HVAC BLDG2	PV	109549	001	00701	444.73	6149-28/12161
				11/16-12/16						0
				OPNS BLDG	PV	109550	001	00701	1,697.64	3977-89/12221
				11/22-12/22						0
				HQ CHILLER	PV	109551	001	00701	1,416.15	6534-73/12161
				11/16-12/16						0
				HQ MAINT MTR	PV	109552	001	00701	3,769.42	6634-32/12161
				11/16-12/16						0
				RECTIFIER	PV	109553	001	00101	21.11	2219-92/12161
				11/17-12/16						0
				005 DISCHRG	PV	109554	001	00751	23.64	5375-87/12171
				11/18-12/17						0
				MULWOOD PR	PV	109555	001	00101	22.41	9781-34/12161
				11/17-12/16						0
				MORRISON	PV	109556	001	00751	148.25	7173-76/12231
				11/23-12/23						0
				UPR TWIN	PV	109557	001	00101	23.59	5155-72/12301
				LAKES						0
				12/01-12/30						0
				UPR TWIN	PV	109558	001	00101	489.33	5155-97/12301
				LAKES						0
				12/01-12/30						0
				UPR/PKWY CLBS	PV	109559	001	00101	12.02	9819-04/12181
				11/17-12/18						0
				UPR/PKWY CLBS	PV	109559	002	00101	12.01	9819-04/12181
				11/17-12/18						0
				PKWY CLBS	PV	109560	001	00102	525.74	9819-53/12181
				11/17-12/18						0
				UPER/LWR OAKS	PV	109561	001	00101	23.10	9819-99/12171
				11/18-12/17						0
				LOWER OAKS	PV	109562	001	00101	31.00	3747-36/12181
				11/18-12/18						0
				RW P/S	PV	109563	001	00751	27,107.10	4500-42/12171
				11/17-12/17						0
				RANCHVIEW	PV	109564	001	00101	333.14	8169-85/12211
				11/20-12/21						0
				TAPIA FAC	PV	109565	001	00751	2,314.18	8839-77/01011
				CHRG						1
				12/1-01/01/11						0
				LWR/UPR OAKS	PV	109566	001	00101	1,913.71	8169-54/12171
				11/18-12/17						0

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document . . .	Key Item Co	Amount	Invoice Number
54906	01/18/11	2958	SOUTHERN CALIFORNIA GAS CO	CORNELL 12/07/10-01/0 6/11	PV	109591	001 00101	284.02	0400/010611
				JBR P/S 12/03/10-01/0 4/11	PV	109592	001 00101	15.78	1200/010411
				WLK P/S 12/01/10-01/0 1/11	PV	109593	001 00101	69.41	9400/010111
				HQ/OPNS 12/07/10-01/0 6/11	PV	109594	001 00701	2,798.84	3600/010611
				TAPIA PLNT 12/08/10-01/0 6/11	PV	109595	001 00751	1,330.55	4000/010611
				RLV PLNT 12/07/10-01/0 6/11	PV	109596	001 00751	64.48	4200/010611
				Payment Amount				185,320.27	
54907	01/18/11	2964	STATE BOARD OF EQUALIZATION	USE TAX QT RETURN 10/1-12/31/10	PV	109631	001 00701	8,307.88	97-817885/DEC 10
				USE TAX QT RETURN 10/1-12/31/10	PV	109631	002 00701	.12	97-817885/DEC 10
				Payment Amount				4,563.08	
				Payment Amount				8,308.00	
				Total Amount of Payments Written				637,255.49	
				Total Number of Payments Written				30	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
54908	01/25/11	8680	ADS, LLC	12/10 FLOW METERING SRV	PV	109492	001 00701	673.15	12579.22-1210
54909	01/25/11	2383	AMERICAN WATER WORKS ASSOC	2010 COMPENSATION SURVEY	PV	109648	001 00701	179.50	0000374281
54910	01/25/11	18087	MIKE BELL	RFND OVERPMT-CLOSE DAC	PV	109637	001 00101	11.35	3060590
54911	01/25/11	18088	KARYN BLUMENFELD	RFND OVERPMT-OPEN AC	PV	109639	001 00101	400.00	560306
54912	01/25/11	15635	BRENTAG PACIFIC, INC.	AMMONIUM HYDROXIDE AMMONIUM HYDROXIDE AMMONIUM HYDROXIDE AMMONIUM HYDROXIDE	PV	109655	001 00701	945.90	BP1062657
54913	01/25/11	2487	CALABASAS CHAMBER OF COMMERCE	CR RETURN-CONTAI NER DEP 3	PD	109657	001 00751	2,325.00-	BP1124485
54914	01/25/11	2516	CALIFORNIA ASSOC. OF SANI AGENCIES	Payment Amount 2/1/11-2/1/12 ANN'L DUES	PV	109616	001 00701	150.00	9897
54915	01/25/11	17417	CALIFORNIA BUILDING EVALUATION	Payment Amount 2011 AGENCY MEMBERSHIP DUES Payment Amount PROG PMT#4-LV-2 P/S GNRTR&VFD 10% RETENTION	PV	109613	001 00701	15,000.00	120610



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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key ltrm	Key Co	Amount	Invoice Number
PMT#4										
54916	01/25/11	5622	CALIFORNIA DEPARTMENT OF PUBLIC HEALTH	Payment Amount	PV	109650	001	00701	10,800.00	0511-1533
				RENEWAL FEE-ELAP #1533					2,811.00	
Payment Amount										
54917	01/25/11	3074	CENTURY MAINTENANCE COMPANY	12/10 JANITORIAL SRV-BLDG 8	PV	109491	001	00701	2,811.00	25582
				12/10 JANITORIAL SRV-WLK	PV	109491	003	00701	140.00	25582
				12/10 JANITORIAL SRV-RLV	PV	109491	004	00701	1,450.00	25582
Payment Amount										
54918	01/25/11	2533	CITY OF AGOURA HILLS	RFND OVERPMT-CLOSE	PV	109633	001	00101	5,450.00	746043
D AC										
Payment Amount										
54919	01/25/11	2536	CITY OF LOS ANGELES	SWG CHG-4TH PMT FY10/11	PV	109611	001	00130	20.00	
				CAP	PV	109612	001	00130	21,791.00	74WP111000922 /4
				SWG CHG-4TH PMT FY10/11	PV	109612	001	00130	31,637.00	74WP111000923 /4
O&M										
Payment Amount										
54920	01/25/11	8213	DATAMATIC, LTD.	2/11 MTR READ	PV	109662	001	00701	53,428.00	CA-0000020192
				SYST MAINT					191.70	
Alt Payee										
			16479	ALLIED AFFILIATED FUNDING, LP						
				C/O DATAMATIC, LTD.						
				P. O. BOX 676649						
				DALLAS TX 75267-6649						
Payment Amount										
54921	01/25/11	18089	DIAZ DEMOLITION	RFND DEP-CLOSING BILL	PV	109641	001	00101	191.70	9997082
				Payment Amount					1,344.75	
Payment Amount										
54922	01/25/11	17720	ZUBIR EBRAHIM	RFND OVERPMT-CLOSE	PV	109635	001	00101	1,344.75	1186364
				Payment Amount					99.48	

Batch Number - 206685  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number				Number	Item Co		
54923	01/25/11	2655	FERGUSON ENTERPRISES	D AC Payment Amount BALL VALVE, 1"	PV	109601	001 00701	99.48 440.72	0365303-1
			Alt Payee	3207 FERGUSON ENTERPRISES, INC FERGUSON WATERWORKS FILE 56809 LOS ANGELES CA 90074-6809	PV	109602	001 00701	120,461.55	0724117
54924	01/25/11	2700	GRAFFITI PREVENTION SYSTEMS	Payment Amount 1/11 GRAFFITI RMVL-OLD TOPANGA	PV	109615	001 00101	120,902.27 75.00	2876
54925	01/25/11	4144	INTERSTATE BATTERY SYSTEMS	Payment Amount BATTERIES-#81 4 & STOCK	PV	109665	001 00701	75.00 255.67	21005953
54926	01/25/11	3083	JCI JONES CHEMICALS, INC	Payment Amount SODIUM HYPOCHLORITE 12.5%-4923	PV	109493	001 00701	255.67 3,055.04	492977
			Alt Payee	13647 JCI JONES CHEMICALS, INC DEPARTMENT LA 23561 PASADENA CA 91185-3561	PV	109634	001 00101	3,055.04	432245
54927	01/25/11	16827	STEVE KENT	Payment Amount RFND OVERPMT-CLOSE D AC	PV	109489	001 00701	10.52	9926270
54928	01/25/11	4783	LAWSON PRODUCTS, INC	Payment Amount RESTOCK-RANCH O BOLT BINS FREIGHT	PV	109489	002 00701	10.52 597.15 33.50	9926270
54929	01/25/11	18090	ADRIANA LEMOS	Payment Amount RFND OVERPMT-CLOSE D AC	PV	109642	001 00101	630.65 215.39	2160672
54930	01/25/11	4591	LOS ANGELES COUNTY FIRE	Payment Amount FY10/11 CUPA FEES-WLK FIP	PV	109603	001 00101	215.39 1,363.00	IN0135523

Batch Number - 206685  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
			DEPT.								
				FY10/11 CUPA	PV	109604	001	00101		1,915.00	IN0135518
				FEES-WLK P/S							
				FY10/11 CUPA	PV	109605	001	00130		377.00	IN0134704
				FEES-L/S #1							
				FY10/11 CUPA	PV	109606	001	00130		377.00	IN0134535
				FEES-L/S #2							
				FY10/11 CUPA	PV	109607	001	00751		1,458.00	IN0135064
				FEES-TAPIA							
				FY10/11 CUPA	PV	109608	001	00751		1,220.00	IN0135021
				FEES-RANCHO							
				FY10/11 CUPA	PV	109609	001	00751		377.00	IN0135020
				FEES-RLV FARM							
				FY10/11 CUPA	PV	109610	001	00101		2,973.00	IN0135019
				FEES-HQ							
				Payment Amount						10,060.00	
54931	01/25/11	2845	NATIONAL NOTARY ASSOC		PV	109626	001	00701		101.00	155192851/012 510
				Payment Amount						101.00	
54932	01/25/11	17329	ODYSSEY POWER		PV	109467	001	00701		1,303.17	26722
				REPLACE BLOCK HEATER CONTROL							
				Payment Amount						1,303.17	
54933	01/25/11	14548	PATTON BOGGS, LLP		PV	109465	001	00701		966.00	10317077
				12/06-12/20/10 CONSULT SRV							
				Payment Amount						966.00	
54934	01/25/11	6342	POWER MACHINERY CENTER		PV	109462	001	00701		1,344.61	WZ7120
				TY#723@RLV-FU EL LEAK							
				REPR							
				FORKLIFT#305							
				REPLC BRAKE CABLES#303							
				REPR							
				TY#723@RLV							
				Payment Amount						2,110.60	
54935	01/25/11	2585	PURETEC		PV	109649	001	00701		314.88	1049382
				12/10 TANK RNTL							
				1/11 D.I. TANK RNTL							
				Payment Amount						90.63	1053644
				Payment Amount						405.51	

ITEM 5

Batch Number - 206685

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
54936	01/25/11	18091	RENATO THE FLORIST	REFD O/P ON CLOSED A/C	PV	109628	001	00101	12.56	740388
54937	01/25/11	17967	VALENCIA SMITH	Payment Amount REFD O/P ON CLOSED A/C	PV	109627	001	00101	35.00	770032
54938	01/25/11	17375	SOUTHERN CALIFORNIA WATER COMMITTEE, INC	Payment Amount 2011 MEMBERSHIP/J. MUNDY	PV	109625	001	00701	850.00	423/010311
54939	01/25/11	8599	STANDARD AUTOMATION	Payment Amount 12/10-12/31/1 1 SUPPORT	PV	109647	001	00701	1,579.72	47184
			Alt Payee	8600 STANDARD AUTOMATION & CONTROL LP P. O. BOX 849717 DALLAS TX 75284-9717						
54940	01/25/11	2436	VINCE BARNES AUTOMOTIVE	Payment Amount VEHICLE MAINT#828	PV	109469	001	00701	758.44	018171
				VEHICLE MAINT#859	PV	109654	001	00701	686.79	018167
54941	01/25/11	3109	W. LITTEN	Payment Amount SRV 12/28/10-01/0 1/11 RANCHO	PV	109636	001	00701	3,110.60	03201376
				SRV 01/02-01/08/1 1 RANCHO	PV	109638	001	00701	3,935.55	03201377
54942	01/25/11	3048	WEST COAST AIR CONDITIONING	Payment Amount PRV MAINT @BLDG2	PV	109371	001	00701	30.00	S29688
				PRV MAINT@RANCHO BLDG	PV	109374	001	00701	385.00	S29700
				PRV MAINT@RANCHO	PV	109375	001	00701	450.00	S29705

Batch Number - 206685  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Item	Co	Key	Amount	Invoice Number
				PRV MAINT@LV-2	PV	109377	001	00701		115.00	529727
				PRV MAINT@LS#1	PV	109378	001	00701		108.00	529728
				PRV MAINT@LS#2	PV	109379	001	00701		62.00	529729
				PRV MAINT@WLK FLT	PV	109381	001	00701		45.00	529742
				PRV MAINT@CORNELL P/S	PV	109382	001	00701		50.00	529743
				12/10-PRV MAIN@BLDG8:7	PV	109383	001	00701		349.65	529945
				PRV MAINT@BLDG 8	PV	109470	001	00701		620.00	529686
				PRV MAINT@TAPIA	PV	109496	001	00701		135.00	529739
				REPLACE A/C UNIT@WLK	PV	109644	001	00701		6,773.00	529499
54943	01/25/11	3049	WEST COAST WATER SERVICE, INC	Payment Amount	PV	109643	001	00701		278.00	20470
				REFD O/P ON CLOSED A/C						9,122.65	
54944	01/25/11	18092	CHRISTIAN WICKS	Payment Amount	PV	109659	001	00101		278.00	2130470
				REFD O/P ON CLOSED A/C						84.01	
54945	01/25/11	18093	CHRIS WILLIG	Payment Amount	PV	109661	001	00101		262.30	2190094
				REFD O/P ON CLOSED A/C						84.01	
54946	01/25/11	11829	WORLDWIDE WATER UTILITY SERVICES	Payment Amount	PV	109645	001	00701		262.30	2190094
				12/08/10 LEAK DETECTION						750.00	CA-1012-26
				Payment Amount						750.00	
				Total Amount of Payments Written						256,354.75	
				Total Number of Payments Written						39	

Date: January 13, 2011  
 To: John R. Mundy, General Manager  
 From: Finance and Administration Department  
 Subject: Investment Report for the Month of December 2010

**Summary of Investments**

**Investments Maturing Within Six Months:**

Disc./Cpn Rate	Yield To Maturity	Investment Type	Date Invested	Date Matures	Book Value	Par Value	Market Value	Market Value Source
1.625%	1.625%	FHLB-Bullet	01/20/09	01/21/11	1,000,230	1,000,000	1,000,700	Custodian
3.000%	1.751%	CalTRANS-Municipal Bond	11/23/10	06/28/11	1,007,350	1,000,000	1,007,460	Custodian
		Sub-Total			2,007,580	2,000,000	2,008,160	

**Investments Maturing After Six Months:**

2.100%	2.100%	FHLB-Bullet	01/23/09	01/23/12	1,000,000	1,000,000	1,017,360	Custodian
2.250%	2.250%	FNMA-Callable Coupon	02/24/09	02/24/12	1,000,000	1,000,000	1,002,440	Custodian
2.250%	2.254%	US Bancorp-TLGP Bond	03/13/09	03/13/12	999,880	1,000,000	1,020,280	Custodian
2.375%	2.375%	FNMA-Callable Coupon	03/23/09	03/23/12	1,000,000	1,000,000	1,003,430	Custodian
2.400%	2.400%	FHLB-Callable Coupon	06/15/09	08/15/12	1,000,000	1,000,000	1,029,490	Custodian
4.760%	3.573%	CTCGEN-Municipal Bond	09/01/09	08/01/13	1,043,000	1,000,000	1,048,040	Custodian
3.000%	2.950%	LAUSD-Municipal Bond	10/15/09	07/01/13	1,001,710	1,000,000	1,018,300	Custodian
2.125%	2.125%	FNMA-Callable Coupon	01/25/10	01/25/13	1,000,000	1,000,000	1,000,860	Custodian
1.25% & Up	2.221%	FHLB-Callable Coupon	03/16/10	09/16/13	1,000,000	1,000,000	1,001,330	Custodian
1.375% & Up	2.008%	FHLB-Callable Coupon	03/16/10	09/16/13	1,000,000	1,000,000	1,006,080	Custodian
2.125%	2.125%	FHLB-Callable Coupon	03/17/10	09/17/13	1,000,000	1,000,000	1,003,410	Custodian
2.000%	2.000%	FNMA-Callable Coupon	04/15/10	04/15/13	1,000,000	1,000,000	1,003,940	Custodian
2.662%	2.662%	NYCGEN-Municipal Bond	06/04/10	05/01/14	1,000,000	1,000,000	1,014,390	Custodian
2% & Up	2.697%	FNMA-Callable Coupon	07/14/10	07/14/15	1,000,000	1,000,000	1,000,530	Custodian
1.5% & Up	2.229%	FNMA-Callable Coupon	07/28/10	07/28/15	1,000,000	1,000,000	999,720	Custodian
1% & Up	2.065%	FHLB-Callable Coupon	08/24/10	08/24/15	1,000,000	1,000,000	992,560	Custodian
1.75% & Up	2.327%	FNMA-Callable Coupon	08/25/10	08/25/15	1,000,000	1,000,000	994,620	Custodian
1.500%	1.500%	FNMA-Callable Coupon	09/08/10	09/08/14	1,000,000	1,000,000	999,270	Custodian
1.125%	1.125%	FNMA-Callable Coupon	09/09/10	09/09/13	1,000,000	1,000,000	997,920	Custodian
1.125%	1.125%	FHLB-Bullet	09/20/10	12/30/13	1,000,000	1,000,000	998,710	Custodian
1.200%	1.200%	FNMA-Callable Coupon	09/27/10	09/27/13	1,000,000	1,000,000	998,190	Custodian
1.5% & Up	2.080%	FNMA-Callable Coupon	09/29/10	09/29/15	1,000,000	1,000,000	984,820	Custodian
1.250%	1.250%	FNMA-Callable Coupon	09/30/10	12/30/13	1,000,000	1,000,000	992,860	Custodian
1.375%	1.375%	FFCB-Callable Coupon	10/14/10	10/14/14	1,000,000	1,000,000	988,840	Custodian
1.000%	1.000%	FFCB-Callable Coupon	10/18/10	10/18/13	1,000,000	1,000,000	993,460	Custodian
1.000%	1.000%	FNMA-Callable Coupon	10/18/10	10/18/13	1,000,000	1,000,000	992,260	Custodian
1.150%	1.156%	FHLB-Callable Coupon	10/21/10	04/21/14	999,780	1,000,000	990,630	Custodian

LVMWD Investment Report for the Month Ending December 31, 2010

Disc./Cpn Rate	Yield To Maturity	Investment Type	Date Invested	Date Matures	Book Value	Par Value	Market Value	Market Source
<b>Investments Maturing After Six Months (continued):</b>								
1.375% & Up <sup>8</sup>	1.980%	FNMA-Callable Coupon	10/26/10	10/26/15	1,000,000	1,000,000	981,260	Custodian
1.250%	1.250%	FFCB-Callable Coupon	10/27/10	10/27/14	1,000,000	1,000,000	982,470	Custodian
1% & Up <sup>9</sup>	1.874%	FNMA-Callable Coupon	10/28/10	10/28/15	1,000,000	1,000,000	979,260	Custodian
1.25% & Up <sup>10</sup>	1.784%	FNMA-Callable Coupon	11/12/10	11/12/15	1,000,000	1,000,000	977,140	Custodian
1.150%	1.150%	FHLB-Callable Coupon	11/24/10	07/24/14	1,000,000	1,000,000	990,850	Custodian
1.375%	1.375%	FHLB-Callable Coupon	11/24/10	04/04/14	1,000,000	1,000,000	996,450	Custodian
1.125%	1.125%	FFCB-Callable Coupon	12/06/10	12/06/13	1,000,000	1,000,000	992,200	Custodian
1.500%	1.500%	FFCB-Callable Coupon	12/08/10	12/08/14	1,000,000	1,000,000	997,280	Custodian
1.140%	1.140%	FHLB-Callable Coupon	12/09/10	12/09/13	1,000,000	1,000,000	999,400	Custodian
1.750%	1.750%	FHLB-Callable Coupon	12/17/10	12/17/14	1,000,000	1,000,000	1,003,230	Custodian
1.375%	1.375%	FFCB-Callable Coupon	12/20/10	12/20/13	1,000,000	1,000,000	999,800	Custodian
1.400%	1.400%	FNMA-Callable Coupon	12/27/10	12/27/13	1,000,000	1,000,000	1,000,360	Custodian
<b>Sub-Total</b>					39,044,370	39,000,000	38,993,440	
<b>Total Investments</b>					41,051,950	41,000,000	41,001,600	

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

- 1-CPNRT=1.25% to 3/11; thereafter 2.625%.
- 3-CPNRT=2% to 7/12; 2.5% to 7/13; 3% to 7/14; 3.75% to 1/15; thereafter 4.5%.
- 5-CPNRT=1% to 8/12; 1.5% to 8/13; 2.5% to 8/14; thereafter 4.5%.
- 7-CPNRT=1.5% to 9/12; 1.75% to 9/13; 2% to 3/14; 2.5% to 9/14; 3% to 3/15; thereafter 4%.
- 9-CPNRT=1% to 10/12; 1.5% to 10/13; 2% to 10/14; 3.5% to 4/15; thereafter 4.5%.
- 2-CPNRT=1.375% to 9/11; thereafter 2.5%.
- 4-CPNRT=1.5% to 1/13; thereafter 3%.
- 6-CPNRT=1.75% to 8/12; 2% to 8/13; 2.5% to 8/14; 3% to 2/15; thereafter 4.5%.
- 8-CPNRT=1.375% to 10/12; 1.75% to 10/13; 2% to 10/14; 3% to 4/15; thereafter 4%.
- 10-CPNRT=1.25% to 11/12; 1.5% to 5/14; 2% to 11/14; 2.5% to 5/15; thereafter 4%.

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

	Amount Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon Investments)	\$1,062	0.462%
Local Agency Investment Fund (LAIF)	56,279	1.693%
HighMark US Treasury Money Market Fund	11,494	0.462%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	1	0.010%
<b>Total Earnings</b>	<b>\$68,846</b>	<b>0.010%</b>

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

The source of the market valuation is as followed:

Investments (Note 1)	Total Amount Invested	% of Total	Max. Limit Allowed
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)	\$41,051,950	55.12%	no limit
HighMark US Treasury Money Market Fund (Union Bank)	2,759,818	3.71%	1 yr debt pmt.
Local Agency Investment Fund (LAIF)	4,158	0.01%	no limit
<b>Total</b>	<b>30,649,601</b>	<b>41.16%</b>	<b>50,000,000</b>
	<b>\$74,465,527</b>	<b>100.00%</b>	

Note 1: The average weighted duration for investments, excluding LAIF, is 1,101 days, which is under the assumption that callable coupons will not be called and will be held until maturity.  
 Note 2: In December 2010, Joint Powers Authority's participation in investment is \$5,746,990.66, of which \$3,941,049.21 (or 68.57%) belongs to LV.

LVMWD Investment Report for the Month Ending December 31, 2010

**Bank Account Balances as of December 31, 2010:**

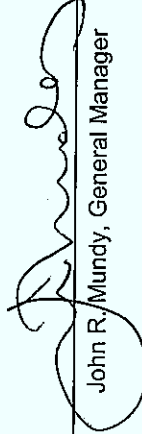
Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$50,266 (Note 3)
Wells Fargo Bank	Sweep	704,716
Bank of New York Mellon	Money Market	0
	<b>Total</b>	<b>\$754,982</b>

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

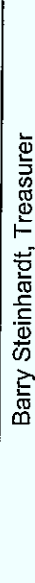
"All District investments are included in this report and all investments, except those relating to debt issues and deferred compensation programs funds, conform to District investment policy. All investment transactions within the period covered by this report, except for the exceptions noted above,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

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

Approved for January 25, 2011 Agenda:

  
 John R. Mundy, General Manager

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT  
 TO THE BEST OF MY KNOWLEDGE.

  
 Barry Steinhardt, Treasurer





January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

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**Subject: Calleguas-Las Virgenes Public Financing Authority (PFA)**

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**SUMMARY:**

On January 20, 2010 the Calleguas-Las Virgenes PFA adopted Resolution No. 10 establishing time and place of regular board meetings. There is a need to meet and approve three outstanding sets of Minutes from 2009 and 2010; hold an Election of Officers; and for each agency to provide a Report on the Status of Funds.

**RECOMMENDATION(S):**

Discuss and confirm availability for the next Regular Meeting of the Calleguas-Las Virgenes Public Financing Authority to be held on Wednesday, May 4, 2011 at 4:00 p.m. in the Las Virgenes MWD board room.

**FINANCIAL IMPACT:**

None.

Prepared By: Kimmey Conklin, Executive Assistant/Clerk of the Board



January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

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**Subject: 1,235 Backbone Improvement Project: 5-Million Gallon Tank Site(Reference District Report No. 2468.00)**

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**SUMMARY:**

The 1,235-foot Backbone Improvements Program will meet an overall growth in system demand. The backbone improvements will 1) increase the capacity to transmit water east or west across the District, 2) mitigate a storage deficit in the backbone system, 3) enhance the District's ability to provide peaking and emergency supply from the Las Virgenes Reservoir and 4) reduce the need for pumping. The infrastructure improvements identified in the program include 1) transmission main expansions, 2) modernization and expansion of the Westlake Pump Station, 3) expansion of the Westlake Filtrations plant from 15 MGD to 18 MGD and 4) construction of a 5-million tank at the Las Virgenes Reservoir.

The October 2009 Project Alternative Study for the 1,235-foot Backbone Improvement Project identified two viable tank sites near the reservoir. Tank site A is located near the southern end of Saddle Dam at an old barrow site and site C is located on the eastern side of the reservoir at another old barrow site, see figure 1. Both of these sites were analyzed in the adopted mitigated negative declaration (MND) for the project and it was determined that environmental impacts would be mitigated by the measures included in the MND. Following adoption of the MND, additional information was requested by the Board to better understand the geotechnical conditions, site access, visual impacts, project costs and excavation safety of both sites.

Operationally, site A is the preferred site; however, it may have less community acceptance because of the greater visual impact and potential increased concerns related to excavation safety.

**RECOMMENDATION(S):**

Provide staff direction on the selection of a preferred site for the 5-million gallon tank site associated with the 1,235-foot Backbone Improvements Program.

**FINANCIAL IMPACT:**

None.

**DISCUSSION:**

Following adoption of the MND, additional information was requested by the Board to better understand the geotechnical conditions, site access, visual impacts, project costs and excavation safety of both sites. The geotechnical studies and an access road analysis, as well as the updated visual simulations and cost estimates can be found in the accompanying notebook.

Geotechnical Studies:

Fugro-West was retained to perform a preliminary geotechnical and geophysical study for each site to

characterize the site material and identify potential excavation methods. At both sites, fresh, hard, unfractured volcanic rock was encountered. Controlled blasting would be required to excavate either site. The estimated excavation quantity at site A is 10,300 cubic yards and at site C is 5,000 cubic yards.

#### Site Access:

Site A is very close to the filtration plant and would be accessed over existing roads that are above the high water elevation of the reservoir. Access to site C requires construction of a road above the high water elevation of the reservoir starting from the eastern abutment of the main dam following the eastern shoreline for approximately 1,500 feet. Blasting to construct the road would be required at various locations along its length, including an area near the dam abutment. Depending on the construction method, this road adds an additional \$500,000 to \$1,000,000 to the project cost. Because site C is more remote than site A there are some concerns about security at that site.

#### Visual Impacts:

Visual simulations were performed for both sites. The tank will be visible from either site; however, the higher homes that can see site C are farther away. A berm partially screening the tank would be constructed at site A and neutral earth tones would be used on the tank to further mitigate any visual impacts.

#### Costs:

The estimated cost for site A is \$6.6 million and for site C between \$7.5 and \$8 million depending on the construction method chosen for the access road. In addition to the access road, site C requires a much longer inlet/outlet pipeline adding to the project cost. Costs associated with pre and post excavation surveys and an expanded public outreach program related to the tank construction are not included in the estimates, but are likely to cost between \$25,000 and \$45,000.

#### Excavation Safety:

Blasting was used both during the construction of the original reservoir in the 1970s and the filtration plant in the 1980s. The filtration plant is located near both the northern abutment of Saddle Dam and the western abutment of the main dam. Site A is located approximately 150 feet from the southern abutment of Saddle Dam. The beginning of the access road to site C is near the eastern abutment of the main dam. In either case blasting would occur near an abutment, although to a lesser extent for the access road. The MND requires that various mitigation measures be put in place regardless of the site selected to mitigate damage to either District facilities or neighboring homes. These include: preparation of a blasting plan, consultation with the Division of Safety of Dams and the City of Westlake Village during design and preparation of a blasting plan, a pre and post excavation survey of surrounding homes, vibration monitoring of the dams and surrounding area and public notification of the construction activities.

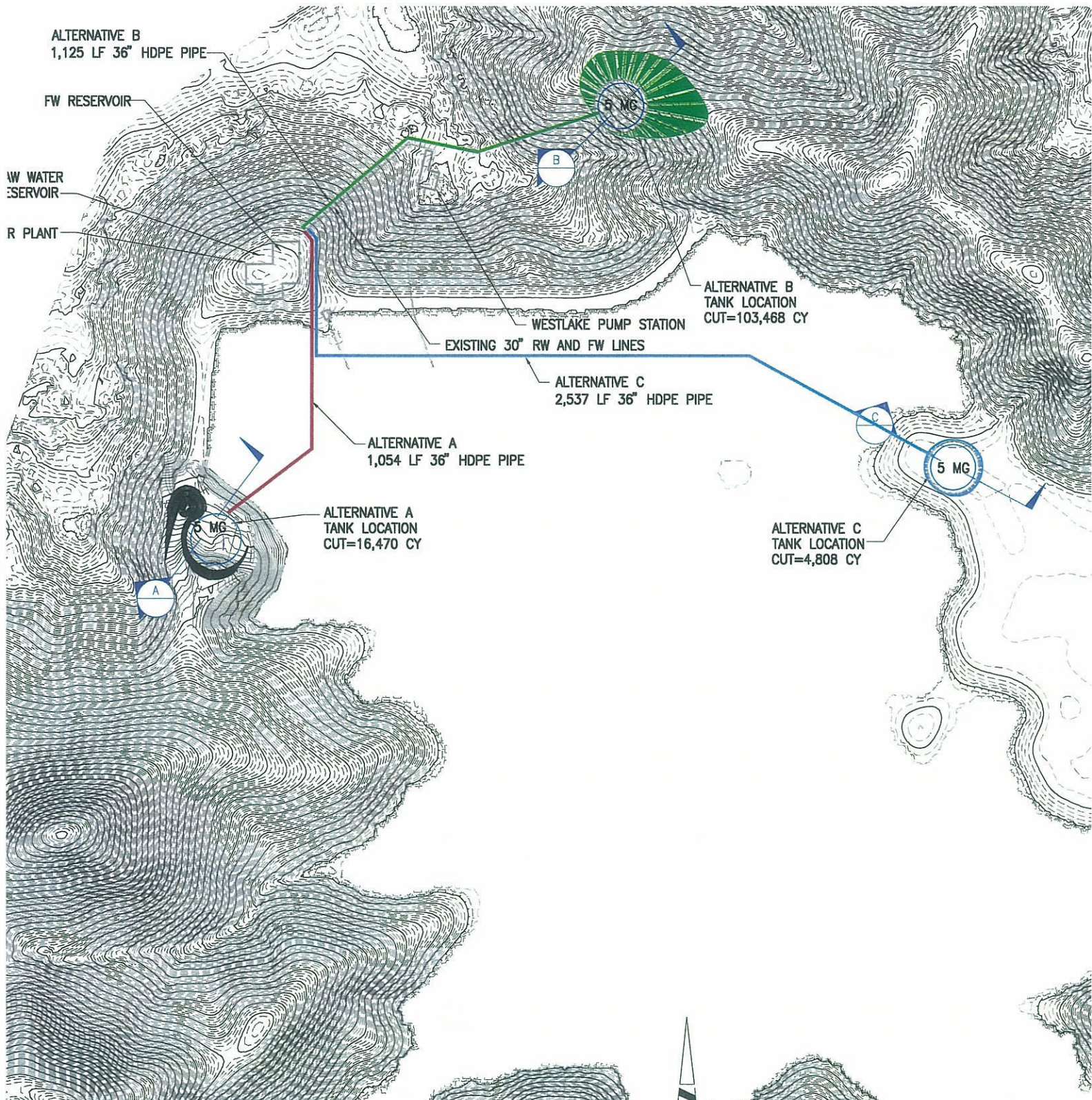
Both sites have advantages and disadvantages. Site A is closer to the filtration plant, has a shorter inlet/outlet pipeline and is more costly than site C; however, it has greater visual impact, requires a larger excavation volume and is close to the southern abutment of Saddle Dam. Site C is a relatively flat site, requires less excavation volume, is less costly and has a smaller visual impact than site A; however, it is farther away from the filtration plant, security at the remote site could be a concern, a longer inlet/outlet pipeline and the construction of a access road is required.

Operationally, site A is the preferred site; however, it may have less community acceptance because of the greater visual impact and potential increased concerns related to excavation safety. Design of the tank is scheduled for fiscal year 2011-12, but it might be worthwhile to retain an expert in blast planning before detail design. A public outreach effort can also be made to inform the community and city of the District's efforts in determining the appropriate site for this tank.

Prepared By: David R. Lippman, Director of Facilities & Operations

#### **ATTACHMENTS:**

[Figure 1](#)



ALTERNATIVE B  
1,125 LF 36" HDPE PIPE

FW RESERVOIR

WW WATER  
RESERVOIR

R PLANT

WESTLAKE PUMP STATION

EXISTING 30" RW AND FW LINES

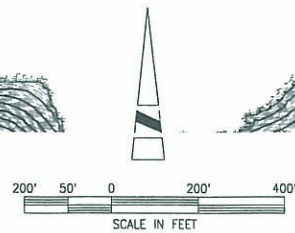
ALTERNATIVE B  
TANK LOCATION  
CUT=103,468 CY

ALTERNATIVE C  
2,537 LF 36" HDPE PIPE

ALTERNATIVE A  
1,054 LF 36" HDPE PIPE

ALTERNATIVE A  
TANK LOCATION  
CUT=16,470 CY

ALTERNATIVE C  
TANK LOCATION  
CUT=4,808 CY





January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

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**Subject: Resolutions 01-11-2410 and 01-11-2411 Authorizing the General Manager to Enter Into Funding Agreements with the Bureau of Reclamation**

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**SUMMARY:**

District staff is currently working on grant applications under the WaterSMART grant program. The first grant application falls under the Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program to assist with the Recycled Water Seasonal Storage and System Expansion Feasibility Study. Currently, this program has received a grant from the State Water Resources Board in the amount of \$59,196 for the initial study. Grant awards for this program are up to \$150,000 with the District contributing an equal amount of funding. The second grant application falls under the Water and Energy Efficiency Grants For FY2011 Program to assist with the District-Wide Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project. There are 2 types of grant awards for this program, the first is up to \$300,000 and the second is up to \$1,000,000 with the District contributing an equal amount of funding.

The grant program is through the Department of Interior, Bureau of Reclamation. One of the requirements of the grant application is submission of a resolution for each application authorizing the General Manager to approve and support the grant application and to negotiate and sign funding agreements. The attached resolutions meet the requirements of the application. The applications will be submitted in February 2011 and final funding determination will be announced in April 2011.

**RECOMMENDATION(S):**

Approve Resolutions Number 01-11-2410 and 01-11-2411 authorizing the General Manager to submit grant applications for project funding under the WaterSMART Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program and under the WaterSMART: Water and Energy Efficiency Grants For FY2011.

**RESOLUTION NO. 01-11-2410**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION FOR THE RECYCLED WATER SEASONAL STORAGE AND SYSTEM EXPANSION FEASIBILITY STUDY**

**RESOLUTION NO. 01-11-2411**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION FOR THE DISTRICT-WIDE AUTOMATIC METER READING/ADVANCED METERING INFRASTRUCTURE (AMR/AMI) PROJECT**

(Reference is hereby made to Resolution No. 01-11-2410 and Resolution No. 01-11-2411 on file in the District's Resolution Book and by this reference the same is incorporated herein and made a part of hereof.)

**FINANCIAL IMPACT:**

None.

Prepared By: Marsha Eubanks, Administrative Services Officer

**ATTACHMENTS:**

[Grant Agreement Resolutions](#)

**RESOLUTION NO. 01-11-2410**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
LAS VIRGENES MUNICIPAL WATER DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS  
FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR,  
BUREAU OF RECLAMATION FOR THE RECYCLED WATER  
SEASONAL STORAGE AND SYSTEM EXPANSION FEASIBILITY STUDY**

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

**1. Purpose.**

General Manager, John Mundy, is authorized and directed to apply for a grant not to exceed 50% of the project cost under the WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program and enter into agreements with the United States Department of Interior, Bureau of Reclamation for the grant when and if such grant is awarded. General Manager, John Mundy, has reviewed and supports the application to be submitted for the Recycled Water Seasonal Storage and System Expansion Feasibility Study in a total project cost not to exceed \$10,000,000.

**2. Available Funding.**

The District can provide in-kind contributions and funding from existing reserves, as required by the Act, not to exceed 50% of the project cost.

**3. Cooperative Agreement.**

The District shall cooperate with the Bureau of Reclamation to meet the deadlines for entering into a cooperative agreement.

**PASSED, APPROVED AND ADOPTED** on January 25, 2011.

\_\_\_\_\_  
Lee Renger  
President

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

**RESOLUTION NO. 01-11-2411**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
LAS VIRGENES MUNICIPAL WATER DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS  
FOR FUNDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF  
RECLAMATION FOR THE DISTRICT-WIDE AUTOMATIC METER READING/ADVANCED  
METERING INFRASTRUCTURE (AMR/AMI) PROJECT**

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

**1. Purpose.**

General Manager, John Mundy, is authorized and directed to apply for a grant not to exceed 50% of the project cost under the WaterSMART: Water and Energy Efficiency Grants For FY2011 and enter into agreements with the United States Department of Interior, Bureau of Reclamation for the grant when and if such grant is awarded. General Manager, John Mundy, has reviewed and supports the application to be submitted for the District-Wide Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project in a total project cost not to exceed \$6,000,000.

**2. Available Funding.**

The District can provide in-kind contributions and funding from existing reserves, as required by the Act, not to exceed 50% of the project cost.

**3. Cooperative Agreement.**

The District shall cooperate with the Bureau of Reclamation to meet the deadlines for entering into a cooperative agreement.

**PASSED, APPROVED AND ADOPTED** on January 25, 2011.

\_\_\_\_\_  
Lee Renger  
President

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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





January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject: Facsimile Signatures on District Checks**

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**SUMMARY:**

At the Regular Board Meeting on June 22, 2010, the Board approved Resolution No. 06-10-2405 authorizing the use of facsimile signatures on District checks. Since that meeting, one of the authorized signers has changed surnames. Wells Fargo, the District's bank, requires that a resolution be approved by the Board of Directors authorizing facsimile signatures. Staff requests that the Board approve Resolution No. 01-11-2412, which is the same as Resolution No. 06-10-2405 except for the change in date and the change in surname.

**RECOMMENDATION(S):**

Approve Resolution No. 01-11-2412 authorizing the use of facsimile signatures for district checks.

**RESOLUTION NO. 01-11-2412**

**RESOLUTION NO. 01-11-2412 OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT USE OF FACSIMILE SIGNATURES IN RELATION TO DEPOSIT ACCOUNTS**

(Reference is hereby made to Resolution No. 01-11-2412 in the District's Resolution Book and by this reference the same are incorporated and made a part thereof.)

Prepared By: Sandra Hicks, Director of Finance & Administration

**ATTACHMENTS:**

[Resolution 01-11-2412](#)

**RESOLUTION NO. 01-11-2412**

**RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT USE OF FACSIMILE SIGNATURES IN RELATION TO DEPOSIT ACCOUNTS**

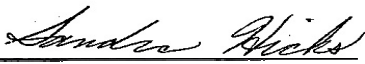

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT as follows:**

The undersigned hereby certifies that he is the Secretary at Las Virgenes Municipal Water District (LVMWD), a municipal government, that the following are true and correct resolutions adopted by the Las Virgenes Municipal Water District's Board of Directors, at a duly authorized meeting held on January 25, 2011, and that these resolutions have not been in any way altered, amended or rescinded and are now in full force and effect:

WHEREAS LVMWD has established or intends to establish one or more deposit accounts with Wells Fargo Bank, National Association, and/or one or more of its affiliate banks (each individually, "Bank") from which funds may be withdrawn by checks, drafts, or other orders for the payment of money (collectively "items"), which Bank may honor and pay, including items payable to cash or to the person or persons who sign or endorse them;

WHEREAS LVMWD, for its own convenience, desires to utilize the facsimile, computer-generated or logo signature(s) set forth below as affixed hereto (each individually referred to hereinafter as a "Facsimile Signature") in connection with items drawn on LVMWD's deposit accounts with the Bank (collectively, the "Accounts");

**AUTHORIZED FACSIMILE SIGNATURES**

THEREFORE, BE IT RESOLVED, that LVMWD requests, authorizes, and directs Bank and Bank's affiliate and correspondent banks to cash, pay, or deposit, as requested, all Items drawn on or made payable from the Accounts when bearing, or appearing to bear, any of the Facsimile Signatures;

RESOLVED FURTHER, that LVMWD requests, authorizes, and directs Bank and Bank's affiliate and correspondent banks to honor, pay, and charge to the Accounts all items drawn on or made payable from the Accounts, including those items made payable to cash or the person or persons who sign them, when bearing, or appearing to bear, any of the Facsimile Signatures, and that Bank is instructed to perform the actions described above regardless of by what means the actual or apparent Facsimile Signature may have been affixed if the signature on the item in any way resembles any of the Facsimile Signatures;

RESOLVED FURTHER, that in consideration of the foregoing, LVMWD agrees to indemnify and hold harmless Bank and Bank's affiliate and correspondent banks (collectively the "Indemnified Parties") from and against and all losses, liabilities,

damages, claims and expenses (including reasonable attorney's fees) which any of the Indemnified Parties may suffer or incur by performing the actions specified in the above resolutions, including but not limited to the payment of any items bearing or appearing to bear any of the Facsimile Signatures, even if such Facsimile Signature was affixed by copying or otherwise counterfeiting it, or by the unauthorized use of a device that generates the Facsimile Signature and LVMWD further agrees that Bank shall have no responsibility or liability for performing such actions, except to the extent LVMWD suffers loss on account of Bank's gross negligence or willful misconduct;

RESOLVED FURTHER, that these resolutions are in addition to, and not by way of limitation on, other resolutions, if any, of the LVMWD Board of Directors in favor of Bank, and that the authority conferred by these resolutions shall be deemed retroactive and any and all acts authorized by these resolutions performed prior to the passage of these resolutions are hereby approved and ratified; and.

RESOLVED FURTHER, that each of these resolutions shall continue in full force and effect until Bank has received express written notice of its rescission or modification by a resolution duly adopted by the Board of Directors of LVMWD and certified by a Secretary of Assistant Secretary of LVMWD.

The undersigned further certifies that there is no provision in the Articles of Incorporation of By-Laws of LVMWD or any shareholder agreement limiting the power of the Board of Directors of LVMWD to pass the foregoing resolutions, that such resolutions are in conformity with the provisions of such Articles of Incorporation and By-Laws, and that no approval by the shareholders of, or of the outstanding shares of, LVMWD is required with respect to the matters which are the subject of such resolutions.

**PASSED, APPROVED AND ADOPTED** this 25th day of January 2011.

\_\_\_\_\_  
Lee Renger  
President

ATTEST:

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

APPROVED AS TO FORM:

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

(SEAL)



January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

**Subject: Customer Bill Presentment and Payment System, Approve Proposal from Best Practice Systems, Inc.**

**SUMMARY:**

At the October 12, 2010 Board meeting, staff presented an online customer billing (or bill presentment) and payment system that allows customers to view and pay their water bills online via the District website or through their financial institution. Staff was instructed to bring back a vendor proposal for implementation.

Further research and evaluation by staff indicates that Best Practice Systems, Inc. will provide the District with an online billing and payment system that is widely accepted in today's business. The vendor uses a distribution network that includes an impressive number of private and public utilities that include the City of Burbank, Golden State Water Company, Moulton Niguel Water, Southern California Edison, SoCal Gas, etc. The billing system also allows distribution of District materials or announcements, currently provided as billing inserts, in electronic format to customers.

The term of the agreement is 5 years and will automatically renew for one-year terms unless contrary notice is provided by either party at least 90 days prior to the termination of current term. District counsel has reviewed the agreement.

The initial development and implementation will take approximately five months.

**RECOMMENDATION(S):**

Authorize the General Manager to execute an Electronic Commerce Service Agreement with Best Practice Systems, Inc. to provide an electronic bill presentment and payment system.

**FINANCIAL IMPACT:**

Pricing for the services are as follows:

- 1) One-time implementation fee.....\$9,000
- 2) Annual security and maintenance fee.....\$6,000 per year
- 3) Per bill fees
  - ....i) Bill payment.....\$0.15 per payment
  - ....ii) Bill presentment
    - .....(a) Biller direct or via District website.....\$0.15 per bill
    - .....(b) Via Checkfree distribution network.....\$0.32 per bill
    - ....iii) Data load, processing and archive (\$500 min).....\$0.045 per bill

Annual cost depends on the number of customers participating in the program. Assuming 11,000 or half of customers participate, the annual cost will range from \$32,000 to \$43,000.

The cost will be charged to Outside Services in Customer Service Operations account no. 701221.6220 which has adequate funds to cover the initial implementation.

**DISCUSSION:**

The key benefits of the new system for District customers will be automated payment capabilities, both scheduled and recurring, the ability to view and print bills via the Internet and automated e-mail reminders. Internally, it simplifies and consolidates remittance of daily deposits.

With our current processes in place, bills are printed in-house and mailed to the customer by a vendor at a cost of approximately \$60,000 per year. Customers also have the option of using CIS Infinity Link as an opportunity to view their bills on line, but there is no link that allows them to make payments. This has been a drawback for many customers who would otherwise, prefer not to receive a paper statement and pay their bills online. The District offers customers payment options including mail payments, Autopay, online payments and credit cards. Customers are looking for a one-stop shop where they can review their bill and generate a payment in one transaction without having to navigate out of their bank or the District website. After the new system is implemented, the bill mailing process needs to continue until customers opt-out. To promote and maximize savings from the new electronic billing system, staff plans an outreach campaign to inform the community.

The District, being a smaller organization and not having the high volume of bills and payments as many other major utilities, does not have the vendor choices available. In many cases, the larger companies providing these services will not deal with our smaller volume as it is not cost effective for them or they require purchasing of all their product lines rather than allowing just the ones that are pertinent to our needs. Not only is this an increase cost to the District but integrates items that are not applicable to our business processes.

Best Practice Systems, Inc. (BPS) realized there was a market for small and mid-size companies who wanted to offer these products but could not meet the demands of the larger companies. In conjunction with FiServ (Checkfree), they designed services that cater to smaller companies. Eighty percent of the financial institutions in the USA are part of the FiServ (Checkfree) distribution network. This allows for our customers to remain with their current financial institutions while taking advantage of the service.

In a survey of other utilities conducted by staff, both inside and outside of California, Best Practice Systems, Inc. was rated highly in the implementation process, working closely with staff to integrate their system with the current business practices and meeting the customer's demands. All four utilities also stated their customer base was continually migrating to the new services being offered with very few issues or concerns being voiced.

Prepared By: Carol Palma, Customer Service Manager

**ATTACHMENTS:**

[Contract Agreement](#)

**BEST PRACTICE SYSTEMS, INC.**  
**ELECTRONIC COMMERCE SERVICE AGREEMENT**

This Agreement (the "Agreement") is made this **25th day of January, 2011** (the "Effective Date"), by and between Best Practice Systems, Inc. ("BPS"), a Colorado corporation, and Las Virgenes Municipal Water District ("Client"), a California corporation, and is as follows:

**1 Term of Agreement.**

- 1.1** The term of this Agreement shall begin on the Effective Date and shall remain in force for a period of five (5) years ("Initial Term") and shall automatically renew and extend for successive one (1) year terms, commencing at the conclusion of the Initial Term or any renewal term, unless contrary notice in writing is given by Client or BPS at least ninety (90) days prior to termination of the then current term.

**2 Scope of Agreement.**

- 2.1** BPS shall provide to Client the electronic bill presentment and payment system and services described in any attached Schedules A, B, and C

**3 Confidentiality.**

- 3.1** Except as required by the Public Records Act, BPS and Client shall treat as confidential and shall not disclose or otherwise make available the data and information received from other party, including, without limitation, techniques, inventions, methods, specifications, trade secrets, copyrights, and other proprietary information.
- 3.2** Client understands and agrees that Users enrolling in the Service may provide BPS with certain information, including e-mail address, biller or merchant account numbers, checking account numbers, credit card information, and passwords ("User Data"). Client and BPS agree that at all times User Data shall remain the sole and exclusive property of the User, and that User Data shall be used in conformance with BPS's Privacy Policy and Terms and Conditions of Service statement.
- 3.3** BPS shall comply with all applicable federal and state laws and regulations regarding the possession, use, and protection of User Data.
- 3.4** BPS shall defend, indemnify, and hold Client harmless from and against any and all claims, losses, damages, lawsuits, and liabilities arising from or in connection with BPS wrongful or unauthorized possession or use or negligent protection of User Data.

**4 Charges**

- 4.1** For the Services, Client shall pay to BPS monthly within thirty (30) days of receipt of the invoice at BPS principal office in Centennial, Colorado (or such other place designated by BPS).
- 4.2** All invoices for the Services rendered hereunder and not in dispute shall be due and payable thirty (30) days after receipt of the invoice. If Client fails to pay any such amounts when due, BPS may, at its option, and after giving at least thirty (30) days prior written notice, discontinue furnishing the Services unless and until all such arrearages are paid in full. Notwithstanding the foregoing, BPS shall not discontinue the Services based solely upon Client's nonpayment of an arrearage for that portion of an invoice over which Client has a bona fide dispute.
- 4.3** In the event Client fails to pay any fee or charge on or before the due date specified hereunder, BPS reserves the right to impose a late fee equal to 1½% of the delinquent amount for each month or partial month that the amount remains unpaid (or, if less, the maximum amount permitted by law).

## 5 Default; Remedies Upon Default.

- 5.1 Default. In the event either party defaults in the performance of this Agreement, the non-defaulting party shall have such remedies, including cancellation of this Agreement, as may be appropriate at law or in equity or as provided in this Agreement; provided, however, that no remedies shall be pursued by either party unless: (a) the other shall have been given at least forty-five (45) days notice specifying the alleged default (excluding BPS's remedies for nonpayment under section 4); and, (b) the alleged default is continuing.
- 5.2 Surviving Obligations or Provisions. In the event of cancellation or termination of this Agreement, the following provisions shall survive and continue to be binding: Sections 3.1, 3.2, 6.2, 7.5, and 7.6.

## 6 Warranty and Limitation of Liability.

- 6.1 BPS warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and provide the Services in accordance with industry standards.
- 6.2 **BPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.**

## 7 General.

- 7.1 Entire Agreement. Both parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, Schedules and/or Attachments, each of which is hereby incorporated herein or therein, as applicable, constitute the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements.
- 7.2 Severability. If any provision of this Agreement or Schedules hereto (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder hereof or thereof shall not in any way be affected or impaired thereby.
- 7.3 Independent Contractor. In the performance of all work, BPS is an independent contractor with sole right to supervise, manage, control and direct the performance of the details of said work to be performed by BPS. Client is interested only in the results obtained and the prompt performance by BPS of its obligations and agreements hereunder.
- 7.4 Place of Services. The services to be provided under the Agreement are considered to be provided in the state of California.
- 7.5 Governing Law: The validity, construction and effect of this Agreement shall be governed by the laws of the State of California. All claims and/or dispute resolutions under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in the State of California. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
- 7.6 Limitation of Liability. (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) NEITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT OF BPS' ACTUAL BILLINGS TO CLIENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM FOR SUCH LIABILITY.

7.7 Force Majeure. Either party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, or interruption or loss of interconnection beyond the control of the party with networks or internet connectivity.

**8 Notices**

8.1 Service of all notices under this Agreement shall be in writing and sent by U.S. Certified Mail or by a nationally recognized overnight mail service, at the following addresses. All such notices and communications shall be effective upon receipt.

Best Practice Systems, Inc.  
12741 E. Caley Ave  
Suite 126  
Centennial, CO 80111  
Attention: Contract Services

Las Virgenes Municipal Water Dist  
4232 Las Virgenes Road  
Las Virgenes, CA 91302

EXECUTED in multiple originals on the dates shown below.

**Best Practice Systems, Inc.**

**Las Virgenes Municipal Water District**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Schedule A**  
**General Obligations & Responsibilities**

**1 BPS Obligations**

- 1.1 BPS will establish and maintain or otherwise provide access to systems providing Users secure access to the Service twenty-four (24) hours per day, seven (7) days per week, exclusive of downtime necessary to maintain the system or any unplanned system interruptions. Scheduled maintenance is 12:00 a.m. to 6:00 a.m. Eastern Time each Saturday.
- 1.2 BPS will notify client via email of an invoice file receipt, invoice file error and invoice file upload. An online file tracker (Waypoint) will be available to view all file receipts and file status. In the event of a data load error, BPS and Client will work together in a reasonably prompt and responsive manner to resolve the issue.
- 1.3 BPS will assign a project manager to manage implementation of services.
- 1.4 BPS will provide up to 2 customer service / system administrative training courses using a webinar format.
- 1.5 BPS will be responsible for development and maintenance of the Hosted Biller Direct Website (including GUI, Hypertext Architecture and Client branding), appropriate system operations, continuous network and application monitoring, data security, system redundancy and maintenance of the equipment, operating system, webserver, and applications.
- 1.6 After implementation BPS will assign an account executive to the client. The account executive will provide ongoing support including but not limited to general communication, change request initiation, training, and support to customer services representatives.
- 1.7 Data shall be received via a secure FTP connection.
- 1.8 BPS will maintain PCI compliance certification.

**2 Client's Obligations.**

- 2.1 Client will assign resources and complete implementation tasks pursuant to a formal, mutually agreed upon implementation plan.
- 2.2 Client will transmit accurate and timely User billing file data to BPS according to a mutually agreed upon bill cycle calendar.
- 2.3 Client will use the online Job Tracker and/or emails to monitor successful file processing.
- 2.4 Client will respond to general User inquiries regarding the Service and specific billing related inquiries.
- 2.5 Client is responsible for promoting the availability of electronic services.
- 2.6 Client will notify BPS of any changes in customer bill formatting.

**3 Customer Care.**

- 3.1 Client shall respond to user ebilling inquiries.
- 3.2 Client shall administer customer care functions and will have access to an online customer care tool, training, and access to a BPS account executive
- 3.3 BPS will provide telephone support to Client between the hours of 8:00AM and 8:00PM Eastern time Monday through Friday.

## **SCHEDULE B**

### **B2C**

#### **1 Term of Schedule.**

1.1 The term of this Schedule shall begin on the Effective Date and shall remain in force for a period of five (5) years ("Initial Term") in accordance with section 1 of the Agreement.

#### **2 BPS Obligations**

- 2.1 BPS shall provide Client with a hosted electronic bill presentment and payment system which provides customer self enrollment, bill presentment, customer initiated payment, and bill/ payment history. For purposes hereof, "User" means any customer of Client using the system. BPS will provide a fully operational system for Client as described herein within ninety (90) days of the Effective Date. For purposes hereof, "Services" means the services provided by BPS under the Agreement through the system.
- 2.2 Specific personnel will be designated to work with Client in support of customization of the biller direct UI, which includes 1 standard link from Client website to Hosted Biller Direct Website.
- 2.3 BPS will brand the Hosted Bill Direct Website to match the Client website to the extent of Logo and company colors.
- 2.4 BPS will specify the enrollment fields, receive and record User enrollments, and create and maintain a database of Users.
- 2.5 Data files, without file error exceptions, will be uploaded into eBill within 24 hours of file submission.
- 2.6 Electronic Invoices presented in PDF format.
- 2.7 For Active Users, BPS will maintain and provide the User access to any particular bill summary and detail record and payment history for a period of thirteen (13) months after that bill is first made available to the User.
- 2.8 BPS will archive bill files received from the Client for 4 months from the date of receipt. These files will be deleted after 4 months.
- 2.9 Each User will have the ability to utilize BPS's electronic bill payment service to pay bills via ACH and Credit Card.
- 2.10 BPS will collect and electronically deliver payments to Client specified ACH processor on a nightly basis pursuant to the User's instructions.
- 2.11 The data file of Users' payments will be electronically available to Client in a standard format for Client accounting system update.
- 2.12 6 standard email communication messages sent out based upon the following events. 1. Invoice ready to view, 2. Scheduled payment success, 3. Scheduled Payment Failure, 4. Automatic Payment Scheduled, 5. Credit card expires, 6. Password reset.
- 2.13 BPS will provide an Online tool (Waypoint) which provides real time access to all archived statements, enrolled users, and customer accounts. Real time reporting on enrolled users and paper suppression updates.
- 2.14 BPS is responsible for the security of the credit card data. A current copy of PCI DSS SAQ D and monitoring results will be made available to Client.

#### **3 Client's Obligations.**

- 3.1 Client is responsible for ACH processor and credit card processor business relationships and the associated transactional and fixed fees associated with these services.
- 3.2 Client is responsible for resolving ACH exceptions (i.e. NSF, adjustments, etc.) through Client's ACH processor.

## Schedule B-1 B2C Pricing

### 1 Charges for Services

- 1.1 Client agrees to pay fifty (50) percent of the one-time implementation fee upon the effective date of this contract and the remaining fifty (50) percent 60 days after the effective date of this contract or upon completion and launch of the electronic commerce application whichever occurs first.
- 1.2 Transactional fees will be charged for "Active Users" which is defined as customers of Client which have enrolled in the Hosted Biller Direct website.
- 1.3 Data load Fees will be charged for every bill loaded into the e.bill system.

### Standard e. Billing Services

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#### Implementation Fees (One time Fee)

Initial Development and Implementation (ACH & Standard Credit Card Gateway)	\$ 9,000
Travel expenses (If onsite visits are necessary in implementation).....	Actual Expense

#### Monthly Active Customer Transaction Fees

Invoice Presentment (biller direct)	\$0.15 per unit
Invoice Presentment (CheckFree/ Fiserv distribution network)	\$0.32 per unit
Payment (Minimum \$500)	\$0.15 per payment
For purposes hereof, a "unit" is an Active enrollee.	

#### Monthly Archive Fee

Archive Fee per month	
For purposes herof, a "unit" is a bill or out of band payment (\$500 minimum)	\$0.045 per unit**

#### Security & Maintenance

**\$500.00 per mo.**

\*\*Based on 11K bills per month

### Programming, Testing, and Archive Retrieval

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After initial implementation if there is need for additional programming the rate is as follows:

Design, Programming and Testing (after initial implementation)	\$150.00 Per Hr
Archive Retrieval	\$150.00 Per Hr
FTP consultation	Time and Materials

#### Terms & Conditions

- 1. Active Customers are customers who have enrolled in the e.bill/ e.invoice system and have an Active status
- 2. Enrollment is the process by which a customer activates their e.bill account



## **SCHEDULE C**

### **Fiserv Distribution Network**

#### **1 Services**

**1.1** BPS through Fiserv agrees to provide Client with one (1) implementation of the Fiserv e-Bill Distribution Services (“Services”). The Services are comprised of Fiserv’s products, services, and support systems which enable Fiserv to provide an end-to-end electronic bill creation, presentment (including use of Fiserv’s Terms and Conditions and the Fiserv Privacy Policy), distribution and payment solution on Client’s behalf to Users who have elected to enroll in the Services through distribution arrangements established by Fiserv (“Fiserv Client Applications”). In addition to bill presentment, distribution, and payment, the Services will incorporate Client into Fiserv’s network of billers, merchants and Users (collectively, the “Network”), which is designed to facilitate the User’s ability to locate bills (including Client’s) and the Client’s ability to locate Users.

#### **2 Fiserv Obligations**

- 2.1** Fiserv agrees to execute the delivery of all bill payment requests as instructed by the User in accordance with the Service’s Terms and Conditions.
- 2.2** Fiserv will provide the equipment (excluding telecommunications and related equipment and costs attendant thereto), software and facilities necessary to provide and maintain the Services.
- 2.3** Fiserv will specify the enrollment fields, receive and record User enrollments, and create and maintain a database of Users.
- 2.4** Fiserv will maintain and provide Users access to any particular electronic payment history for a minimum of one hundred eighty (180) days.
- 2.5** When Fiserv maintains the bill detail data, Fiserv will use its best efforts to programmatically replicate (to a maximum of two (2) iterations) one (1) online bill template design chosen by BPS/ Client and will warehouse such template within the Fiserv system. Fiserv will receive transmitted billing data files in a mutually agreed upon format from BPS, will acknowledge the receipt thereof in a mutually agreed manner, and will notify BPS within one (1) business day if received billing files prove unusable. Fiserv will match billing file data with the bill template to create electronic bills which will be made available to Users within one (1) business day of Fiserv’s receipt of a useable billing file.
- 2.6** Fiserv will maintain records of all User’s customer care activity for two (2) years and copies of the payment data files for seven (7) years, and will provide such information related thereto as BPS/ Client may reasonably request upon reasonable notice to Fiserv during normal business hours.
- 2.7** Fiserv will have sole responsibility for managing customer enrollment through Fiserv member Network sites, which include, but are not limited, to Personal Financial Management applications and financial institutions, and may also include Fiserv Client Applications.
- 2.8** To activate Users for the Network, Fiserv will obtain User Data from Users, including, but not limited to, account information (e.g., name, address, merchant account number, etc.), as well as (if applicable) information about User’s checking accounts to enable Fiserv to create Automated Clearing House (“ACH”) transactions for bill settlement purposes. Fiserv will create ACH transactions for Users who elect to pay through the Network and will route such financial transactions through the appropriate networks.
- 2.9** Fiserv will make available on a regular basis activation requests (in Fiserv’s standard format) to BPS for validation and applicable database maintenance; during this timeframe the User will remain in a pending status.
- 2.10** Upon receipt of billing file data, BPS will make available to Fiserv who will make available to the User or Fiserv Client Applications the following summary information: biller name,

user account number, amount due, balance info, date due and a URL that indicates the location of the bill detail housed at the BPS data center.

- 2.11 Fiserv will establish and maintain systems providing Users secure access to the Services twenty-four (24) hours per day, seven (7) days per week, exclusive of downtime necessary to maintain the system or any unplanned system interruptions. Scheduled maintenance is 2:00 a.m. to 6:00 a.m. Eastern Time each Sunday.
- 2.12 Fiserv will maintain and provide the User access to any particular bill summary data for a period of one hundred eighty (180) days after that bill is first made available to the User.

### **3 BPS/Client Responsibilities:**

- 3.1 Client agrees that Users enrolling in the Services are required to read and accept the Terms and Conditions established by Fiserv. Notwithstanding anything to the contrary above, Client understands and agrees that once a User enrolls in the Services and elects to receive a bill or statement from Client, Client shall not require the User to re-accept terms and conditions of use from Client prior to receiving such bill or statement.
- 3.2 BPS agrees that Users may enroll for the Services at any Fiserv Client Application or any site that is a member of the Fiserv Distribution Network. A User enrolling for the Services will be required to submit User Data that shall be used by Fiserv to create a User profile. The User profile information may be utilized by the User and Fiserv to make payments to any entity accepting payments from Fiserv (including Client), or for accessing on-line bill content.
- 3.3 BPS will provide regular activation responses (as frequently as daily) to Fiserv as a means to ensure integrity and User status. BPS shall ensure that the Client approves or disapproves the activation request of a User and to so notify Fiserv.
- 3.4 BPS will use enrollment records to designate Users on its internal billing systems, and BPS, thereafter for so long as this Agreement remains in effect, or until it has received instructions to the contrary from a Client/User, will deliver a User's bills electronically using the Services.
- 3.5 BPS will ensure that Client provides its bill data to Fiserv for delivery within twenty-four (24) hours of the preparation of the bill or not less than seven (7) days before the due date of the bill. Should Client be unable to provide its bill data within those parameters, BPS will immediately notify Fiserv and provide an alternate time.
- 3.6 BPS will direct Client to notify Fiserv no less than thirty (30) days prior to the effective date of any change to the User's merchant account number. Notification should be in the form of an automated change request.
- 3.7 BPS will transmit accurate and timely User billing file data to Fiserv and BPS/Client will respond to general Client/User inquiries regarding the Services and specific billing related inquiries.
- 3.8 BPS/Client is responsible for informing customers of the availability of the Services, and for informing Users of their ability to utilize Fiserv's bill payment processing services in conjunction with receiving bills delivered via the Services.
- 3.9 When BPS/Client maintains the bill detail data, BPS/Client will maintain and provide the User access to any particular bill detail data for a period of at least one hundred eighty (180) days after that bill is first made available to the User.
- 3.10 The parties agree to the window concept for file processing, and will assist each other in the establishment of such windows. This requires each party to provide information about file processing schedules and to discipline its processing schedules to meet such processing windows. BPS/Client must send a file in a mutually agreed upon format for each agreed upon window, even if BPS/Client does not have any information to transmit. If a corrupt file is sent by BPS/Client to Fiserv, it is BPS/Client's responsibility to send a 'clean' (i.e. not corrupt) file to Fiserv, allowing enough time to complete processing before the Fiserv selector run; if the file is not sent in time to complete processing before the selector run, it will process the following business day. BPS/Client agrees to monitor acknowledgement files sent by Fiserv in order to ensure that all customer data is being handled properly.

### **4 Electronic Remittance.**

- 4.1 Each User will have the ability to utilize Fiserv's electronic bill payment service to pay bills presented via the Services.
- 4.2 Fiserv will collect and electronically deliver payments pursuant to the Users' instructions, debited from Users' designated bank accounts (the "Debit Entries") to Client as payee.
- 4.3 The data file of Users' payment instructions will be electronically transmitted to Client daily by Fiserv in a mutually agreed upon format.
- 4.4 The data transmitted by Fiserv to Client will be one hundred percent (100%) in balance with the expected amount of payment funds every day. The associated payment funds will be deposited electronically by Fiserv in the Client's designated account and available for use no later than the business day following the date of transmission of the data records.
- 4.5 Client acknowledges that Users will be prevented from enrolling on-line for payment in the following circumstances: a) where the User's payment account is not accessible; b) where the User's payment account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and BPS/ Client; or, c) User fails risk parameters or authorization guidelines established by Fiserv or BPS/ Client.
- 4.6 Client acknowledges that User payments will not be transmitted electronically in the following circumstances:
  - 4.6.1 Where the User banks at a financial institution that is not accessible through the ACH;
  - 4.6.2 Where the User's Client account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and BPS/ Client; or,
  - 4.6.3 For a User payment in excess of \$10,000, unless otherwise determined by Fiserv in its sole discretion.
- 4.7 Client accepts full financial responsibility for the dollar amount of Debit Entries originally credited to Client and returned unpaid to Fiserv, after the second (2nd) submission when applicable, that were originated by Fiserv for a payment by User to Client, irrespective of the reason for the return. Client agrees that Fiserv is authorized to debit Client's designated account in the amount of the returned Debit Entries. Further, Client agrees that should there ever be insufficient funds in its designated account to cover the amount of the returned Debit Entries, it will, upon notification from Fiserv, immediately reimburse to Fiserv the amount in issue. Fiserv will send notification in a proprietary file format to be coded to by Client.
- 4.8 The parties agree that all necessary information for returned items settlement and for payment processing and posting will be provided and documented in a separate document(s) prior to implementation.

## 5 Marketing

- 5.1 Client's name shall be added to the Fiserv Distribution Network and financial institutions shall receive notice that the Client was added
- 5.2 Client shall provide a logo for use at myFiserv.com exactly 80 pixels wide by 24 pixels high
- 5.3 Client is responsible for informing users that an electronic bill is available at financial institution websites registered with the Fiserv distribution network
- 5.4 Client understands that financial institutions have sole responsibility on how and when or if Users are informed of the availability of the Client's bill on the financial institutions website

## 6 Unauthorized Transactions and Enrollment Fraud.

- 6.1 The party that performs Initial/Recurring Authentication shall be responsible for researching reports that it receives from Users that an Unauthorized Transaction has occurred through the Services, and for funding any amounts due Users resulting from such Unauthorized Transactions. As used herein:
  - 6.1.1 the term "Unauthorized Transaction" means any electronic fund transfer from a User's account initiated through the Services by a person other than the User

without actual authority to initiate the transfer and from which the User receives no benefit; and,

- 6.1.2** “Initial/ Recurring Authentication” means the process by which an individual adds or modifies Services account information at initial enrollment or during any recurring visits to the Services. The party that performs Initial/ Recurring Authentication shall be responsible for the research of and any losses incurred by Users resulting from Initial/ Recurring Authentication, including any Unauthorized Transactions, when such Initial/ Recurring Authentication results in the establishment or modification of an account for the Services by an individual or entity using any information belonging to another individual or entity, included, but not limited to, name or financial institution account information. BPS/ Client and Fiserv agree to notify the other in the event of fraud being investigated by either party as it relates to the Services; such notification should be made within two (2) business days of the party learning of the issue.

**7 Customer Care.**

- 7.1** Fiserv shall respond to inquiries regarding the Services from Users. BPS/ Client shall respond to inquiries from Users regarding the content presented on the bill.
- 7.2** BPS/ Client acknowledges that when Fiserv inquires about the status of a User’s payment, Fiserv is doing so as agent for the User, and BPS/ Client agrees to provide the requested information in a timely manner.





January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

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**Subject: Water Shortage Update - December 2010**

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**SUMMARY:**

Through six months of the allocation year, the District purchased 10,685 AF or 9% below the allocation of 10,684 AF as shown in the MWD's Water Delivery Update. District surcharges to date amount to \$2,209,884. The combined regional delivery for the same period is 27% less than expected as noted in the report.

**RECOMMENDATION(S):**

In light of the improved water supply conditions in California, discuss the status of the Water Shortage Allocation Program and provide direction to staff.

Prepared By: Carol Palma, Customer Service Manager

**ATTACHMENTS:**

[MWD Allocation and Delivery Update - Dec 2010](#)



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Office of the General Manager

January 11, 2011

Mr. John Mundy  
General Manager  
Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302

Dear Mr. Mundy:

Metropolitan's Water Supply Allocation Plan  
Information and Water Delivery Update through December 2010

The Metropolitan Water District of Southern California (Metropolitan) implemented its Water Supply Allocation Plan (WSAP) on April 13, 2010 at a Level 2 for the period of July 1, 2010 through June 30, 2011. A key aspect of the WSAP implementation is to maintain an ongoing information exchange between Metropolitan and its member agencies on water use and other factors that may affect final allocations. This letter provides an update of Metropolitan water deliveries and other information related to the WSAP for the month of December 2010. The figures in this letter are only intended to be an indicator of your water use relative to the WSAP. On December 14, 2010, the Metropolitan Board approved an amendment to the 2010/11 Water Management Program to facilitate the purchase of full-service rate supplies by member agencies. Purchases under the amended 2010/11 Water Management Program are not tracked in this letter and are not counted against the 2010/11 WSAP allocation.

As of December 31, 2010, cumulative metered deliveries to your agency including firm, IAWP, CUP production, and wheeled water totaled:

- 10,685 acre-feet
- An estimated 0 acre-feet of the deliveries shown above are from CUP production.

Through six months of the twelve month allocation period, the total deliveries expected for your agency to date are expected to total:

- 11,693 acre-feet

Mr. John Mundy  
Page 2  
January 11, 2011

At this point in the allocation year, the cumulative deliveries to your agency are:

- 9 percent less than expected

For your reference, the combined regional total deliveries in the same period were

- 851,335 acre-feet, which is approximately 27 percent less than expected

Please note that in the interest of providing you with timely information, the most recent month's metered delivery data is based on raw meter reads and have not been reconciled for any billing adjustments (such as inter-agency agreements). Each month's letter will likely provide reconciled billing figures for previous months, and therefore may be updated from those in previous letters.

A number of different factors, such as the monthly pattern and actual local supply production, may be leading to the differences between water deliveries and the WSAP baseline. For your information and reference, attached to this letter are graphs and tables showing monthly and cumulative information, a display of the estimated monthly delivery pattern, a table of your agency's estimated local supply production for the allocation year, and a table indicating whether or not your agency has requested various credits and adjustments within the WSAP. All of the credits and adjustments shown in the table are optional, and some may not apply to your agency; the purpose of the table is to provide an inventory of the credits and adjustments that are included in the calculation of your agency's allocation.

Your agency's local production is the critical component in determining the final WSAP allocation for your agency. In this light, please make sure to review the local supply estimates provided with this letter. Also, as a reminder if your agency is operating a Metropolitan Conjunctive Use Program, please provide estimates that separate Conjunctive Use Program production from other local groundwater production. This will help Metropolitan avoid any double-counting of groundwater production when estimating local supplies and WSAP allocations.

The following are some key implementation aspects of the WSAP for your information:

- Metropolitan's WSAP is being implemented at a Level 2.
- Implementation is effective from July 1, 2010 through June 30, 2011.
- Previously granted WSAP appeals, optional credits, and adjustments will be carried over from 2009/10 unless they were specific to that allocation year.
- Penalties for overuse will be calculated and due at the completion of the allocation year ending June 30, 2011.
- Penalty rates will be based on a multiple of the Untreated Tier 2 rate in effect July 1, 2011 (\$652/AF).
- Penalties, if applicable, will be spread over three monthly billings beginning with the August 2011 invoice.

Mr. John Mundy  
Page 3  
January 11, 2011

- Metropolitan will provide monthly tracking reports throughout the Allocation Year, however penalty rates and charges will only be assessed to the extent that an agency's total annual usage exceeds its total annual allocation.
- Final WSAP allocations for each agency will be based on a final local supply production certification.

Please note the last bullet point listed above. The final Metropolitan allocation to each agency will be based on actual local production during the Allocation Year. Each member agency will be expected to certify their local production following the completion of the WSAP Allocation Year. As the allocation year continues to unfold, it is anticipated that there will be changes in actual local supply production for the member agencies, and that the final Metropolitan supplies allocated will differ accordingly. We will continue to collaborate with you and your staff to provide updated estimates that result from any changes in local supply production as they happen. This is an important aspect of the WSAP to be aware of because any penalties assessed will be based on final certified local supply production.

If you have any questions please feel free to call me at 213-217-7384.

Very truly yours,



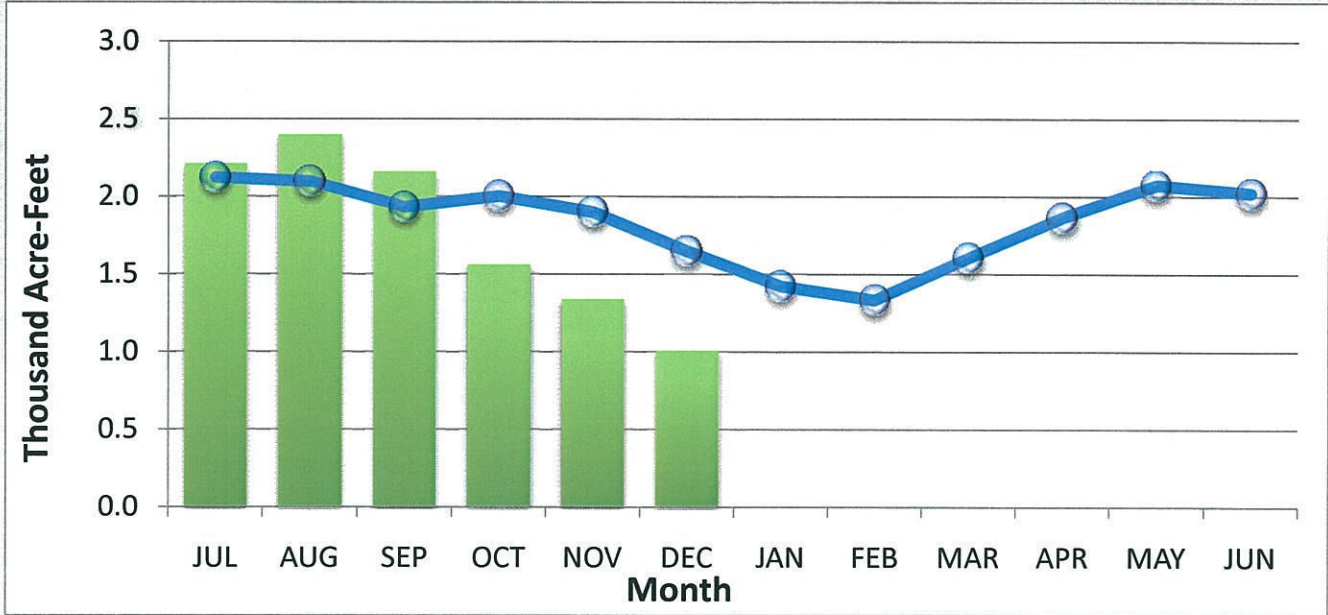
Brandon J. Goshi  
Manager, Resource Analysis

BJG:tt

Enclosure

**2010-11 Water Supply Allocation Tracking: Las Virgenes MWD  
For the Period Ending December 31, 2010**

**Monthly Deliveries vs. WSAP Allocation**

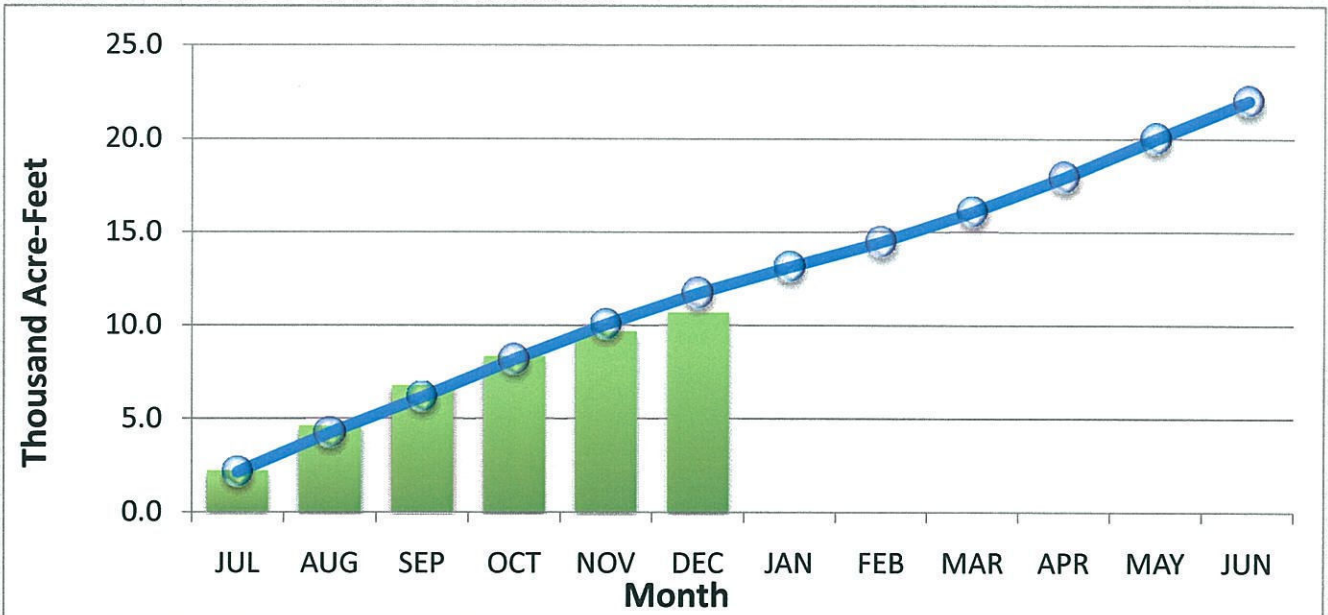


	JUL	AUG	SEPT	OCT	NOV	DEC
<b>WSAP Allocation*</b>	2,119	2,096	1,930	2,002	1,898	1,648
<b>Actual Deliveries**</b>	2,213	2,399	2,162	1,562	1,340	1,009

	JAN	FEB	MAR	APR	MAY	JUN
<b>WSAP Allocation*</b>	1,421	1,332	1,604	1,863	2,073	2,021
<b>Actual Deliveries**</b>						

**Cumulative Deliveries vs. WSAP Allocation**



	JUL	AUG	SEPT	OCT	NOV	DEC
<b>WSAP Allocation*</b>	2,119	4,215	6,145	8,147	10,045	11,693
<b>Actual Deliveries**</b>	2,213	4,612	6,774	8,336	9,675	10,685

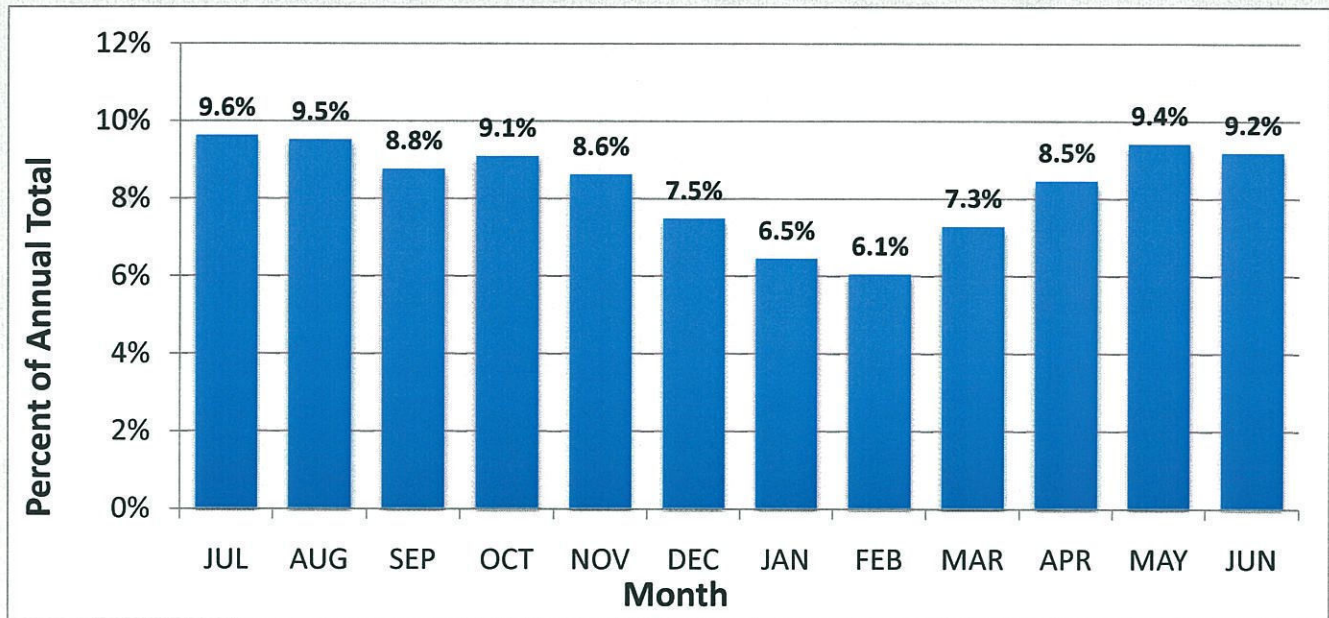
	JAN	FEB	MAR	APR	MAY	JUN
<b>WSAP Allocation*</b>	13,114	14,446	16,050	17,913	19,986	22,007
<b>Actual Deliveries**</b>						

\*Allocation includes WSAP, Seawater Barrier, IAWP, and Wheeling

\*\*Deliveries includes Firm, Seawater Barrier, CUP Sales, Wheeling, and IAWP

**2010-11 Water Supply Allocation Tracking: Las Virgenes MWD  
For the Period Ending December 31, 2010**

**Monthly Delivery Pattern**



**Allocation Year Local Supply Estimates**

Supply Type	Acre-Feet
Groundwater	-
Groundwater Recovery	-
Los Angeles Aqueduct	-
Surface Production	-
Other	122
Extraordinary Production	-
<b>Total</b>	<b>122</b>

**Optional Allocation Year Credits and Adjustments**

Credit/Adjustment	Status
Conserving Rate Structure	Complete
Agency Funded Conservation Savings	Not Submitted
Agency Level Growth Rate	Not Submitted
Allocation Year Local Supply Estimate	Complete
Included 2010-11 Appeals	None
Minimum Per-Capita Water Use	Not Submitted
Agency Generated Delivery Pattern	Not Submitted

**ORDINANCE NO. 01-11-265**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2011**

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

**Section 1. Purpose**

This ordinance fixes and continues a standby charge to be levied against each lot or parcel within the district for the fiscal year commencing July 1, 2011, for the purpose of financing the district's potable water replacement program. This charge is imposed pursuant to the Municipal Water District Law.

**Section 2. Findings**

The Board of Directors finds, determines and declares as follows:

- (a) The board has provided a duly published and mailed notice of public hearing and has conducted a public hearing to consider adoption of a standby assessment;
- (b) The board has considered the written and oral comments presented by interested parties concerning the assessment;
- (c) The district has approved a categorical exemption for the project under the California Environmental Quality Act;
- (d) The standby assessment will be used to pay for a portion of the cost of the potable water replacement programs instituted by the district;
- (e) It is in the best interests of the district and the community which it serves to pay for a portion of water programs from the proceeds of standby assessments because landowners benefit from maintaining available water supply.

**Section 3. Standby Charge**

An annual standby charge in the amount of \$10.00 per acre for parcels over one acre, and \$10.00 for each parcel of land of less than one acre is hereby levied against all land within the district for the fiscal year commencing July 1, 2011. A description of the lands (by assessor parcel number) affected by the assessment is on file with the secretary.

**Section 4. Collection**

The Board of Supervisors and Auditor of the County of Los Angeles are hereby directed to levy, collect and remit to the district this standby charge at the time and in the manner required by law for the levying of taxes for county purposes.

**Section 5. Deferrals**

- (a) A property owner may request a complete or partial deferral from the standby charge by filing a written request by April 15th during the fiscal year for which the deferral is sought. The deferral shall be processed and evaluated in accordance with this section.

- (b) The following property is eligible for deferral:
  - (i) Property owned and occupied by a federal, state or local governmental agency.
  - (ii) Property permanently dedicated to open-space.
  - (iii) Property which cannot use water supplied by the district due to restrictions imposed by deed or governmental agencies with land use jurisdiction.
  - (iv) Property which cannot reasonably be expected to derive any benefit from facilities constructed with the proceeds of the water standby charge.
- (c) If the general manager approves the request, the charges paid by the applicant shall be refunded and no charge shall be levied for subsequent years. The applicant shall execute an agreement to repay the charges with interest if the property ceases to be eligible for the deferral. The agreement shall be recorded.
- (d) If the general manager denies the request, the applicant may appeal denial of the deferral by the general manager by filing a written request for review within 10-days after the general manager's decision. The board shall promptly consider the request for review. The decision of the board shall be final.
- (e) The general manager shall adopt reasonable rules and regulations to implement this section.

**PASSED, APPROVED and ADOPTED** on January 25, 2011.

\_\_\_\_\_  
Lee Renger  
President

ATTEST:

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

APPROVED AS TO FORM:

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

(SEAL)





January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject: Electronic Recycle Program**

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**SUMMARY:**

Arrangements were made to recycle the district's obsolete electronics equipment. A vendor was found who would remove the equipment and recycle it according to state requirements at no cost to the district. The vendor agreed to remove any additional electronic waste at no cost so the program was opened to district employees to bring their personal equipment.

As a result of the program, approximately 6,068 pounds of electronic waste were safely disposed. The attached certification from the vendor indicates all plausible end markets for recycling are explored prior to disposing of the remaining materials in the landfill.

Prepared By: Michael McIntyre, SCADA Systems Specialist

**ATTACHMENTS:**

[Certificate of Recycle](#)



# Tri Products, Inc.

**CEWID#108056**

**PRIMARY CONTACT COMPANY**

Tri Products, Inc.  
5649 Peck Road  
Arcadia, CA 91006

**ORIGINAL ELECTRONIC OWNER**

Las Virgenes Municipal Water District  
4232 Las Virgenes Rd.  
Calabasas, CA 91302

Drop off# / Receiving Report#  
TRI 3106

Issued Date  
Wednesday, November 24, 2010

Received / Driver  
Ivan

Pick up date requested / Drop off Date  
Tuesday, November 23, 2010

**ELECTRONIC DESCRIPTION**

**AMOUNT**

**WEIGHT**

Television/Monitors

40

1747

Other E-waste

2BX

939

CPU/Metal Scrap

27

586

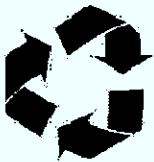
**TOTAL: AMOUNT COLLECTED**

**TOTAL: WEIGHT**

67

3272

# CERTIFICATE OF RECYCLE



Tri Products, Inc.  
5649 Peck Road  
Arcadia, CA 91006

## Las Virgenes Municipal Water District

This document certifies that the materials received by Tri Products, Inc, were handled in strict compliance with the guidelines set by the California Environmental Protection Agency (EPA), the California Integrated Waste Management Board (CIWMB), and the Department of Toxic Substance Control (DTSC) pursuant to all sections under S66273 and S66261.

In the recycling of materials such as CRTs, Monitors, LCDs, PCs, and other electronic waste, we assure that the previous stated materials, are collected, contained and recycled in a manner that is environmentally safe and compliant with the law.

Tri Products, Inc. releases the customer from all liabilities related to the safe collection and recycling of the document load.

Issued Date: November 24, 2010

Certification No. T3106



# Tri Products, Inc.

**CEWID#108056**

PRIMARY CONTACT COMPANY
Tri Products, Inc. 5649 Peck Road Arcadia, CA 91006

ORIGINAL ELECTRONIC OWNER
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302

Drop off# / Receiving Report# TRI 3145		Issued Date Wednesday, December 15, 2010	
Received / Driver Ivan		Pick up date requested / Drop off Date Tuesday, December 14, 2010	
ELECTRONIC DESCRIPTION	AMOUNT	WEIGHT	
Television/Monitors	25	1536	
Other E-waste	2BX	910	
CPU/Metal Scrap	10	350	
TOTAL: AMOUNT COLLECTED		TOTAL: WEIGHT	
35		2796	

# CERTIFICATE OF RECYCLE



Tri Products, Inc.  
5649 Peck Road  
Arcadia, CA 91006

## Las Virgenes Municipal Water District

This document certifies that the materials received by Tri Products, Inc, were handled in strict compliance with the guidelines set by the California Environmental Protection Agency (EPA), the California Integrated Waste Management Board (CIWMB), and the Department of Toxic Substance Control (DTSC) pursuant to all sections under §66273 and §66261.

In the recycling of materials such as CRTs, Monitors, LCDs, PCs, and other electronic waste, we assure that the previous stated materials, are collected, contained and recycled in a manner that is environmentally safe and compliant with the law.

Tri Products, Inc. releases the customer from all liabilities related to the safe collection and recycling of the document load.

Issued Date: December 15, 2010

Certification No. T3145



INFORMATION ONLY

January 25, 2011 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

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**Subject: Second Quarter Consultant's Report**

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**SUMMARY:**

AECOM

5 MG Tank at Las Virgenes Reservoir, Access Road Preliminary Design Services, 10/5/10, \$24,737

Equestrian Tank Inspection, 11/16/10, \$4,979

BNR Process Follow-up, 11/30/10, \$23,800

Phoenix Civil Engineering, Inc., Tapia Influent Pipeline Rehabilitation, 12/15/10, \$6,270

Prepared By: Marsha Eubanks, Administrative Services Officer

ITEM 12B