



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

AGENDA
REGULAR MEETING

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

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

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

5:00 PM

November 27, 2012

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 November 27, 2012, 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 Las Virgenes Municipal Water District Comprehensive Annual Financial Report for the Fiscal Year Ending June 30, 2012

Accept the Comprehensive Annual Financial Report for Fiscal Year 2011/12.

B Legislative and Regulatory Updates

5. CONSENT CALENDAR

A Minutes: Special Meeting of October 22, 2012 and Regular Meeting of October 23, 2012. Approve

B List of Demands: November 27, 2012. Approve

C Investment Report for the Month of October 2012. Approve

6. TREASURER

7. BOARD OF DIRECTORS

A Video Recordings of Board Meetings

Provide staff direction.

8. FACILITIES AND OPERATIONS

A Potable Water, Recycled Water, Sanitation, and Integrated Master Plan Update 2012: Award of Contract

Approve the proposal from Kennedy/Jenks Consultants to prepare the potable water master plan update in the amount of \$158,828.00; approve the proposal to prepare the integrated master plan in the amount of \$19,491.20; and appropriate funds in the amount of \$53,319.20 to account for the cost of the master plan preparation.

B Metropolitan Water District - Amended and Restated Purchase Order for System Water

Authorize the General Manager to execute the Metropolitan Water District of Southern California's Amended and Restated Purchase Order for System Water.

C Ratification of Purchase Order to Toro Enterprises, Inc. for an Emergency Fire Hydrant Repair at 28270 Roadside Drive

Ratify the purchase order for the emergency repair cost to the fire hydrant and surrounding area at 28270 Roadside Drive in the amount of \$29,418 to Toro Enterprises, Inc.

D Las Virgenes Reservoir - 32603 Torchwood Place, Westlake Village; Cordillera Tank - 25101 Parkway Calabasas, Calabasas: Communication Site Lease Agreement Transfers

Direct the General Manager to provide written consent to T-Mobile for the requested transfer of cellular site leases from T-Mobile to T-Mobile Tower West LLC.

9. FINANCE AND ADMINISTRATION

A Terrorism Insurance

Reject all of the terrorism insurance options.

10. 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

11. FUTURE AGENDA ITEMS

12. CLOSED SESSION

A Labor Negotiations (Government Code Section 54957.6):

- 1. Employee Compensation and Benefits

13. OPEN SESSION AND ADJOURNMENT



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Las Virgenes Municipal Water District Comprehensive Annual Financial Report for the Fiscal Year Ending June 30, 2012

SUMMARY:

The Comprehensive Annual Financial Report (CAFR) for June 30, 2012, is submitted to the Board for review. A representative from the audit firm of White Nelson Diehl Evans LLP will be available to answer questions.

The changes in net assets in the FY2011/12 CAFR are summarized below:

Operating Revenue	\$48,347,224
Net Operating Expense from JPIA	-13,152,686
Other Operating Expense Before Depreciation	-32,790,553
Total Operating Income Before Depreciation	2,403,985
Depreciation	-4,930,531
Total Operating Loss	-2,526,546
Non-Operating Income	2,222,926
Non-Operating Expense	-1,450,473
Net Loss Before Capital Contributions	-1,754,093
Capital Contributions	1,569,046
Change in Net Assets	-185,047
Total Net Assets, July 1, 2011	229,917,915
Total Net Assets, June 30, 2012	\$229,732,868

RECOMMENDATION(S):

Accept the Comprehensive Annual Financial Report for Fiscal Year 2011/12.

DISCUSSION:

Although operating income before depreciation expense is higher in the audit year, the net loss before capital contributions is lower due in part to lower interest income and loss on disposal of capital asset. The relative change in net assets is minimal only because capital contributions were 82% higher than the prior year.

The auditors completed the audit of the District and issued an unqualified opinion on the financial statements. The District has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the last fourteen years and will submit the current CAFR for consideration. This is the sixth year with the audit firm White Nelson Diehl Evans, LLP, formerly Diehl Evans.

Copies of the audit will be provided to the Board Members with their agendas. Other interested individuals may review the audit, which is available in the Accounting Division of the Finance and Administration Department.

Prepared By: Sandra Hicks, Director of Finance & Administration

MINUTES
SPECIAL MEETING OF THE
BOARD OF DIRECTORS
LAS VIRGENES MUNICIPAL WATER DISTRICT

October 22, 2012

1. The Board of Directors of Las Virgenes Municipal Water District met in Special Meeting at 4232 Las Virgenes Road, in Calabasas, California, at 6:00 PM on Monday, October 22, 2012.

President Renger called the meeting to order at 6:02 PM.

At the request of President Renger, the Pledge of Allegiance to the Flag was led by Director of Finance and Administration Hicks.

Assistant Deputy Secretary Conklin called the roll. Those answering present were Directors Bowman, Caspary, Peterson, Renger and Steinhardt. The Chair declared a quorum present.

2. Public Hearing Pertaining to Rate Adjustments and Restructuring: President Renger stated the reason for the public hearing was to consider water, recycled water and sanitation rate adjustments, and restructuring. Secretary Caspary stated the affidavit for the notice of public hearing and posting in three public locations. General Manager Mundy provided an overview of the 218 Notice process; outreach including community events held at District headquarters, Westlake Village City Hall Community Room, El Camino Real High School, and Agoura Hills/Calabasas Community Center; supplementary notifications (news releases, ads and legal notice on Prop 218 hearing published in The Acorn; District website postings (news release, Prop 218 hearing information, Prop 218 Notice, rate structure presentation, interactive rate calculator, rate comparison to other agencies); speaker's bureau on proposed rate changes (Malibu Lake HOA, Liberty Canyon HOA, Calabasas Chamber of Commerce, Woodland Terrace HOA, Las Virgenes Homeowners Federation, Hidden Hills City Council, Westlake Village City Council); public outreach booth events (Salvation army Mud Run, Reyes Adobe Days, Fountainwood HOA picnic, Calabasas Pumpkin Festival); and discussed increased costs for supplies and services, assumptions for water sales, growth in new connections, increased operations and maintenance costs; cost control measures taken the past five years (annual review of revenues and expenditures (Board and staff), use of reserve funds to cover operating costs, reserves are being used to fund capital expenditures in the water fund for the next three years, refunding of debt service, reorganization resulting in the reduction of ten positions, three year salary freeze, sanitation rate increase approved by the Board in 2007 was not passed through to customers for two of the five years); recommendation for recycled water rates to be adjusted by the Consumer Price Index; potable water rates (freeze rate stabilization reserve for three years, continue to draw down reserves for the next two years, Tier 1 adjustment over three years to cover actual cost of purchased water from Metropolitan, adjust readiness to serve charge to provide revenue in year three to meet operating expenses, in addition to District rate adjustments also pass-through Metropolitan adjustments); stated there was an error in the 218 Notice in regards to 6" meters, which results in receiving \$1,000 less in revenue or we would have to re-notice (this only affects year one and in year two the rate catches up); and sanitation (no adjustment the next two years with a proposed adjustment of 2% in 2015, realignment of the sanitation rate structure to provide lower water use customers a reduction in their sanitation rate, decreased potable water usage of 16 units per billing period December through March would yield a decreased sanitation rate for the next twelve months, single family customers using over 16 units would see an increase of \$0.56 per billing cycle).

3. Public Comments: Two speaker cards were received from the public (1) Robert Singer stated Las Virgenes has been very responsible with facilities, funds and water resources; supports recommendations for water rate increases for several reasons (managing resources, if rates go up people will conserve water, and mandate to regulate water is most important); and (2) Pamela Evans (Dilbeck Real Estate) stated she has a family of five, look at tiers, ask how many people live in each home, live within means, and raise rates as little as possible. Secretary Caspary noted for the record that four written comments had been received into evidence (1) Wendy Webb (confirming the rate adjustment for sanitation does not apply to her household as she is not a sewer customer), (2) Golf Projects/Lindero, Inc. (complaint in

Special Meeting
Public Hearing
Rate Adjustments and Restructuring
October 22, 2012

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regards to high cost of recycled water used to irrigate the golf course), (3) Patience Lacy-Smith (feels readiness to serve charge is haywire and sanitation charge is high); and (4) Westlake Pointe HOA (requested an explanation of rate increases for potable and recycled water).

General Manager Mundy stated the first reading of the proposed Ordinance would be heard on Tuesday, October 23, 2012.

4. Adjournment: The Chair declared the Special Meeting: Public Hearing Pertaining to Rate Adjustments and Restructuring adjourned at 6:29 PM.

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

ATTEST:

Charles Caspary, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)



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

MINUTES
REGULAR MEETING

5:00 PM

October 23, 2012

PLEDGE OF ALLEGIANCE

At the request of President Renger, the Pledge of Allegiance to the Flag was led by General Manager Mundy.

1. CALL TO ORDER AND ROLL CALL

A Call to order and roll call

The meeting was called to order at 5:04 p.m. by President Renger in the District offices. Assistant Deputy Secretary Conklin called the roll. Those answering present were Directors Bowman, Caspary, Peterson, Renger and Steinhardt.

2. APPROVAL OF AGENDA

A Approval of agenda

General Manager Mundy stated there were members of the public present who would like to address two items on the agenda "7B: Water System Design Report Update - 340 Kanan Road" and "8A: Claim by David and Denise Pepper" and requested these items be heard immediately following "3: Public Comments"; he further stated item "11. C2: Closed Session Cooper et al. v. Calabasas Park Estates, et al." be corrected to read "Cooper et al. v. Las Virgenes Municipal Water District".

*On a motion by Director Charles Caspary, seconded by Director Joseph Bowman, the Board of Directors voted 5-0 to Approve the agenda for the Regular Meeting of October 23, 2012, as amended by General Manager Mundy's recommendations.
AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt*

3. PUBLIC COMMENTS

No speaker cards were received from the public.

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At this point in the meeting "7B: Water System Design Report Update - 340 Kanan Road" was heard, followed by "8A: Claim by David and Denise Pepper".

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

A Legislative and Regulatory Updates

No report was given.

General Manager Mundy stated Kathy Cole would be at the board meeting of December 11, 2012 to provide an annual summary of legislation, and an update regarding State Water Resources Control Board proposed regulations would be provided at the Joint Powers Authority meeting of November 5, 2012.

5. **CONSENT CALENDAR**

On a motion by Director Charles Caspary, seconded by Director Lee Renger, the Board of Directors voted 5-0 to Approve Consent Calendar 5A-5D, as presented in the recommendations.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

A Minutes: Regular Meeting of May 22, 2012 and Special Meeting of September 25, 2012.

Approve

B List of Demands: October 23, 2012. **Approve**

C Investment Report for the Month of September 2012. **Approve**

D Investment Review for the Third Quarter 2012. **Receive and File**

6. **TREASURER**

Treasurer Steinhardt stated he had reviewed the payable checks and all were in order.

7. **FACILITIES AND OPERATIONS**

A Sewer Bridge Rehabilitation Project - Final Acceptance

Approve a time extension of 46 calendar days to complete the project; approve the final Progress Payment, in the amount of \$2,835.00 to L.A. Builders, Inc.; approve the execution of a Notice of Completion by the Secretary of the Board for and on behalf of the District and have the same recorded; and that in the absence of claims from subcontractors and others, release retention in the amount of \$24,241.01 thirty calendar days after filing the Notice of Completion for the Sewer Bridge Rehabilitation Project.

On a motion by Director Joseph Bowman, seconded by Director Lee Renger, the Board of Directors voted 5-0 to Approve the recommendations as presented.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

B Water System Design Report Update - 340 Kanan Road

Receive and file the Update of Water System Design Report for 340 Kanan Road (LVMWD #2392.01)

Director of Facilities and Operations Lippman provided an overview of the updated water system design report and potential effects of a 1972 Limited Service Agreement (LSA) for White Cloud Ranch located at 400 Kanan Road, which would be triggered if 340 Kanan Road opts to construct a proposed main extension; and stated

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tonight's recommendation is only to receive and file the updated water system design report, which sets guidelines for 340 Kanan Road to determine pipe size (diameter).

A summary of Board comments and Lippman's responses included: Renger: are other properties on wells (not our water customers, but we assume yes) and fire hydrant (quite away from site); Bowman: tank/pump (would have to be constructed) and capacity to those parcels to the north (yes, if line is extended); Peterson: Seminole sub-system (believes this is on the opposite side) and again believes this is part of Seminole sub-system and the State Park Service has a house on their property used for records storage, is there an LSA (frontage is on Mulholland and will need to check on whether the State Park Service has an LSA or not); and Steinhardt: no one pays 340 or 400 for oversize (no, District pays).

Two speaker cards were received from the public (1) Carol Holmes owner of White Cloud Ranch (400 Kanan Road), stated she has lived on her property for 43 years; maintains a fire safe ranch, pastures act as a fire break, barns and house have a fire hydrant; Howard Leight (owner of 340 Kanan Road) built a mansion on the top of the hill on his property, has grapes as does Calamigos Ranch and Semler, main is on Mulholland; Mr. Leight wanted a line through the White Cloud Ranch property and she said no; White Cloud Ranch has most of the frontage, if water line goes in it would put them into foreclosure; Mr. Leight should pay for the line as he wants it and has the money to pay for it; State Park doesn't need the water line; and her son takes care of the water on their property through a chlorination process and they have a water truck as backup; and (2) Bill Holmes (Carol's son) discussed the setup for water supply at White Cloud Ranch including several tanks for fire, grapes and house, and stated the estimated cost of the LSA would be \$100,000 plus re-piping and connection fees, which would put them out of business (Mundy stated the developer would have to pay for the meter).

A summary of Board comments and responses included: Peterson: frontage on Mulholland (Carol Holmes, yes) and believes Board waived requirement on Latigo property; Bowman: can 340 connect at alternate road (Lippman, no other frontage); language in LSA (Mundy, the Board has to approve Reimbursement Agreements, but the District does not have to collect the money; Mr. Lemieux stated Reimbursement Agreements are discretionary, but needs to review the documents as the property owner may have an LSA they have to abide by), there are certain concepts in contracts regarding legal and equitable, not a good public policy to impose financial burden when equity can be done; Renger: can a smaller line be installed and do they have to abandon the existing line (Mundy, yes), and where is the house located on 340 (Lippman, at the top of the hill); and Caspary: Board needs to take care with LSA remedies for some, but not all.

Lippman stated there seems to be a lot of questions and recommends the item be tabled and brought back pending clarification in regards to zoning and lot sizes, and legal counsel's review of the LSA documentation.

The Board of Directors did not take any actions on this item.

8. FINANCE AND ADMINISTRATION

A Claim by David and Denise Pepper

Deny the claim from David and Denise Pepper.

General Manager Mundy discussed customer responsibility for the regulator on their side of the meter and stated the customer had been mailed two high pressure notices prior to the date of claim.

One speaker card was received from David and Denise Pepper (1) Mr. Pepper thanked staff

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for their professional service, discussed damage to his residence, was without water for four days, not asking for damage monies just what the District's responsibility is, there was 110 psi at the street, their house is supposed to be half this amount, so there was a surge and further stated there is reasonable diligence.

A summary of Board comments and responses included: Bowman: is customer saying District's regulator was 47% higher than it was supposed to be (Mr. Pepper, yes); requested staff check the District's pressure and stated when there are claims the District should check their regulator at the street (Mundy, understands customer concerns, but per Las Virgenes Code this is the policy); Mr. and Mrs. Pepper commented four claims have all been denied using the same section of the Code; Lippman stated the psi at the street is approximately 300); legally binding (Lemieux, yes these are conditions of service); Steinhardt: requested verification that meter to street is District responsibility and meter to residence is customer responsibility (Mundy, yes) and wants District regulator checked; Mr. Pepper inquired as to whether there is a log that says when the District regulator was checked; Caspary: water heaters are required to have a valve to release water to the outside; Renger: customer has two regulators and both failed.

A motion to deny the claim was made by Director Lee Renger, and was seconded by Director Glen Peterson. This motion and second was not voted on, instead Director Caspary offered an amended motion.

On a motion by Director Charles Caspary, seconded by Director Barry Steinhardt, the Board of Directors voted 5-0 to Approve an amended recommendation to settle the claim of David and Denise Pepper upon acceptance of a 25% (twenty-five percent) payment of the total amount of the claim they submitted.

Mr. Pepper was amenable to the recommendation.

Director of Finance and Administration Hicks stated she would process a payment for 25% of the total amount of the claim, which would be released to the customer upon receipt of a signed release of liability agreement from The Peppers.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

B Consideration of the Proposed Ordinance Amending Potable Water, Recycled Water and Sanitation Rates and Temporary Water Fees

The full reading of the proposed Ordinance, Amending Las Virgenes Administrative Code (Ordinance No. 11-86-161) As It Relates To Potable Water, Recycled Water and Sanitation Rates and Temporary Water Fees, be waived, 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, Amending Las Virgenes Administrative Code (Ordinance No. 11-86-161) As It Relates To Potable Water, Recycled Water and Sanitation Rates and Temporary Water Fees be given first reading by title only.

Deputy Secretary Conklin notified the Board one speaker card had been received (1) Pam Evans, who did not speak as she departed the board meeting at 6:17 p.m., which was prior to the item being heard. General Manager Mundy stated at the request of Director Caspary during the Public Hearing of October 22, 2012, the public comments pertaining to the proposed rate adjustments be entered into the Regular Board Meeting record; two telephone calls were received (1) Golf Projects Lindero Inc. (high cost of recycled water complaint) and (2) Westlake Pointe HOA (requested an explanation of the proposed potable and recycled water rate adjustments); and two written comments (1) Patience Lacy-Smith (high cost of readiness to serve charge and sanitation fees) and (2) Wendy Webb (confirming the proposed rate adjustment does not affect her as she is not a sewer customer). Mundy further stated that the

proposed rate adjustments as stated in the 218 Notice are effective commencing with meter reads on or after January 1, 2013.

A summary of Board comments and responses included: Bowman: 218 Notice says all meter reads on January 1, 2013, date at top of heading sets increase; opposing ordinance, is there an opportunity to not include the 5% increase (Mundy stated as he has said many times during the past several months that if the 5% adjustment is not enacted the agency will not meet its obligations); requested in August to not go out with three years of increases at 5% per year + Metropolitan pass through, agrees with pass through, but not the additional 5% increase and believes a 2% increase is needed, not a 5% increase as the District can break even in 2015 with only a 2% increase by using the rate stabilization fund (Hicks stated the reserves were drawn down during the water allocation program); has argued for ten years that reserves are too high and again requested the increase be 2% instead of 5% (Peterson stated the rate stabilization fund is for use during water shortages to offset the loss of revenue, doesn't want to micromanage the process, doesn't want the new General Manager to walk into a situation where revenues go down and then a rate increase is triggered, we are in a ditch and cannot borrow money, throttle down in later years); it's the Board's responsibility to determine rates and reserves, plan for infrastructure of three years instead of five years as five years is unreasonable; and stated staff has done an excellent job in providing information on the proposed rate adjustments; Caspary: most concerned with the District not being able to get money for the potable side based on outside criteria, does not want to put the District in a poor financial position, if healthy then lower the increase in 2014 or 2015 (Bowman stated the District does not need to borrow money due to the amount in reserves, Mundy stated the Board has an adopted policy on reserves and Peterson stated borrowed money is at a great rate right now, but the District is not in a position to borrow, borrowing extends payments over a longer period of time); Steinhardt: agrees with Bowman that a 5% increase is too much, money was given back to customers during drought, money could have gone to other enterprises instead of customer refunds, there is rental property income, water tank is unnecessary, pump from reservoir for ten hours and issue a boil order (Peterson doesn't want to go backwards in time and issue boil orders); Renger: is voting yes on the proposed rate adjustments, increase rates now and if the District doesn't need future increases then don't implement them; and Peterson: sanitation rate adjustment was a bright idea.

On a motion by Director Glen Peterson, seconded by Director Lee Renger, the Board of Directors voted 5-0 to Approve waiving the full reading of the ordinance, and the Board order publication within thirty days of adoption using a summary of the ordinance.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

On a motion by Director Lee Renger, seconded by Director Glen Peterson, the Board of Directors voted 3-2 to Approve by a roll call vote conducted by Assistant Deputy Secretary Conklin of Ayes: Caspary, Peterson, Renger; Noes: Bowman, Steinhardt; Abstain: None; and Absent: None, the proposed ordinance as it relates to potable water, recycled water and sanitation rates and temporary fees. Legal Counsel Lemieux gave the first reading of the proposed ordinance by title only.

AYES: Director(s) Caspary , Peterson , Renger

NOES: Director(s) Bowman , Steinhardt

C First Quarter Financial Review

Receive and file.

Director of Finance and Administration Hicks stated Southern California Edison (SCE) invoices for Tapia appear to have billing errors, Lippman has requested SCE verify as usage data for billings at Tapia are down by 2/3, SCE has not responded yet and the potential error could

result in a very large invoice, which would cause the first quarter financial numbers to be off therefore the Joint Powers Authority report will be delayed.

Director Caspary inquired as to beginning/ending meter reads, can they be verified to Tapia's meter (Lippman stated billings are off plus/minus for five months and one month the meter read stated "not available").

On a motion by Director Glen Peterson, seconded by Director Charles Caspary, the Board of Directors voted 5-0 to Approve the recommendation as presented.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

9. NON-ACTION ITEMS

A Organization Reports (1) MWD a. Representative Report/Agenda(s); (2) Other

(1) MWD Representative Peterson reported on general business of Metropolitan Water District including Chairman Foley had appointed John Morris of San Marino to serve as Secretary.

(2) None.

B Director's Reports on Outside Meetings

Directors Bowman and Renger reported on their attendance at the October 18, 2012, AWA WaterWise program during which a "how to lobby" presentation was made by Wendy Ridderbusch. Director Caspary stated he would provide an update at the next board meeting in regards to his attendance at the Santa Monica Bay Restoration Commission governing board meeting of October 18, 2012.

C General Manager Reports

General Manager Mundy provided an update on general business of the District including upcoming calendar events, dates of scheduled office closures, City of Agoura Hills-State of the City Luncheon; quarterly facility tour for potable water system; stated Director Steinhardt had provided photos that he would pass around to the Board showing District employees working on a main line break at Shamrock Plaza in Agoura Hills.

Director Steinhardt stated he would have liked the Board to be made aware of the October 24, 2012 proclamation presentation by City of Agoura Hills to General Manager Mundy in recognition of his service to the District (Mr. Mundy took note of the request and stated he felt the event was of a personal nature versus a Board event).

D Director's Comments

Director Caspary reported the District's annual report entitled "It's All About Tomorrow" was well received by Malibu Surfing Association (MSA) during their Santa Monica Bay Restoration Commission governing board meeting and stated MSA really liked the information in the report and thanked staff for their efforts. Director Steinhardt stated the three staff members who worked on the pipe repair in front of Shamrock Plaza took command of the situation and were excellent. Director Bowman reported that he had been asked by the City of Westlake Village, City Council to report on the outcome of tonight's rate adjustment vote and stated he considered the vote by Board majority to be the position of the District, and further stated he expects the new General Manager to settle into the position within 120 days, then looks forward to working with the person on how reserves are set by other agencies. Director Renger stated he is going through Community Emergency Response Teams (CERT) training and inquired as to how often the District updates their plan (Lippman stated the plan is reviewed quarterly, mainly for contact names and telephone numbers, and that the District

does not have a mutual assistance agreement, but does cooperate in cases of an emergency). Director Steinhardt requested a copy of the District's Emergency Response Plan (ERP).

10. FUTURE AGENDA ITEMS

None.

The meeting adjourned to break at 7:20 p.m.

11. CLOSED SESSION

The meeting convened into Closed Session at 7:25 p.m.

A Labor Negotiations (Government Code Section 54957.6):

1. Employee Compensation and Benefits

B Conference with District Counsel - Property Acquisition and Disposition (Government Code Section 54956.8):

1. Building # 1 Lease

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

1. San Diego County Water Authority v. Metropolitan Water District of Southern California (Cases 1 and 2)

2. Cooper, et al. v. Calabasas Park Estates, et al. (this item was amended to read Cooper, et al. v. Las Virgenes Municipal Water District)

D Conference with District Counsel - Potential Litigation (Government Code Section 54956.9): One Case

1. In the opinion of District Counsel, disclosure of the identity of the litigant would be prejudicial to the district.

12. OPEN SESSION AND ADJOURNMENT

The meeting reconvened into Open Session at 7:44 p.m. No reportable actions were taken during Closed Session.

The Chair declared the meeting adjourned at 7:45 p.m.

LEE RENGER, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:

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

(SEAL)

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: BARRY S. STEINHARDT, TREASURER

Payments for Board Meeting of : November 27, 2012

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. 61077 through 61203 were issued in the total amount of \$ 1,152,379.91

Payments through wire transfers as follows:

No Wires Transfer

Total payments \$ 1,152,379.91

(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
11/27/12**

Company Name	Company No.	Check No.	Check No.	Check No.	Total
		61077 thru 61117 11/13/12	61118 Thru 61159 11/20/12	61160 thru 61203 11/27/12	
		Amount	Amount	Amount	
Potable Water Operations	101	82,632.91	6,125.49	13,221.01	101,979.41
Recycled Water Operations	102	608.95			608.95
Sanitation Operations	130	15,397.62	6,871.29	1,925.00	24,193.91
Potable Water Replacement	301	4,618.75	118,030.04	12,257.74	134,906.53
Sanitation Replacement	330		19,900.00		19,900.00
Internal Service	701	21,577.62	57,693.20	42,769.53	122,040.35
Joint Venture Operations	751	431,461.06	26,143.34	41,283.08	498,887.48
Joint Venture Replacement	754	26,428.28		223,435.00	249,863.28
Total Printed		582,725.19	234,763.36	334,891.36	1,152,379.91

Voided Checks/Payment Stopped:

None				
Total Voids		0.00	0.00	0.00

Net Total	582,725.19	234,763.36	334,891.36	1,152,379.91
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Batch Number - 220060
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
61077	11/13/12	2869	AT&T	SRV	PV	122308	001 00101	36.61	0192/102512
				10/25-11/24/12					
				2					
61078	11/13/12	18071	BLUE DIAMOND MATERIALS	Payment Amount AC 3/8 FINE-PAVING MAT'L	PV	122337	001 00701	223.48	334581
61079	11/13/12	15635	BRENNITAG PACIFIC, INC.	Payment Amount TWO AMMONIA TOTES TWO AMMONIA TOTES SERIAL CONTAINER RETURN CR	PV	122306	001 00701	2,290.79	BPI248339
				223.48					
61080	11/13/12	5376	CALIFORNIA ELECTRIC SUPPLY	Payment Amount MISC RLV MAINT SUPPL	PV	122320	001 00701	235.06	8997-794004
				1,565.79					
				MISC RLV MAINT SUPPL	PV	122321	001 00701	558.69	8997-793729
				RETURNED DEFECTIVE PARTS	PD	122347	001 00101	53.93-	8997-273204
				MISC RLV MAINT SUPPL	PV	122367	001 00701	654.70	8997-795301
				MISC RLV MAINT SUPPL	PV	122368	001 00701	115.72	8997-795370
61081	11/13/12	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	Payment Amount LINE TEST-DIESEL GENERATOR INC.	PV	122345	001 00701	1,610.00	52061
				1,510.24					
61082	11/13/12	5605	DATA SYSTEMS INTERNATIONAL, INC.	Payment Amount 11/3/12-1/31/ 13 HW MAINT	PV	122373	001 00701	1,277.25	152035RI
				1,610.00					

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Batch Number - 220060
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
61083	11/13/12	5298	DATA 2000	CISCO	PV	122382	001	00701		1,114.14	50701
			WIRELESS							1,277.25	
			ACCESS POINT								
61084	11/13/12	12559	DATASTREAM BUSINESS SOLUTIONS, INC.	9/12 STANDBY CHARGE	PV	122346	001	00301		450.00	14197
										1,114.14	
61085	11/13/12	2834	DIAL COMMUNICATION S SERVICE	11/12 RADIO MAINT	PV	122380	001	00701		1,537.00	35758
										450.00	
61086	11/13/12	11330	DIAL SECURITY	11/12 SECURITY	PV	122374	001	00701		278.00	181865
										1,537.00	
				SRV@HQ/LOBBY							
				11/12 SECURITY	PV	122375	001	00701		45.00	181866
				SRV@TAPIA							
				11/12 SECURITY	PV	122376	001	00701		80.00	181867
				SRV@RLV							
				11/12 SECURITY	PV	122377	001	00701		35.00	181868
				SRV@RLV FARM							
				11/12 SECURITY	PV	122378	001	00701		70.00	181869
				SRV@MLK							
				11/13 SECURITY	PV	122379	001	00701		35.00	1818670
				SRV@MLK P/S							
61087	11/13/12	2672	FRUIT GROWERS LABORATORY, INC.	LAB ANALYSIS@RLV GRDWTR	PV	122381	001	00701		1,544.40	210430A
										543.00	
61088	11/13/12	4971	FUGRO CONSULTANTS, INC.	9/28-10/25/12 MNTNG INCLINOMTR	PV	122311	001	00301		1,953.75	04.B3000019-5 0
										1,544.40	

Batch Number - 220060
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Payment Number	Payment Date	Alt Payee	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
61089	11/13/12	6803		FUGRO CONSULTANTS, INC. P. O. BOX 200559 HOUSTON TX 77216-0559	Payment Amount 10/23-10YD ROLLOFF@SHOP BLDG 11/12 DISPOSAL@SHOP & HQ 10/12-25YD ROLL-OFF@WLK 11/12 DISPOSAL@TAPI A 11/12 DISPOSAL@RLV FARM 11/12 DISPOSAL@RLV 11/12 DISPOSAL@WLK 11/12 DISPOSAL@TAPI A	PV	122322	001	00701	1,953.75 536.95	2616719-0283-9
61090	11/13/12	2701		G.I. INDUSTRIES	MOTOR, 115VAC,35RPM FOR RIGID MOTORIZED SAMPLE DRAW PUMP	PV	122338	001	00701	1,884.09 3,145.78	9954950847
61091	11/13/12	3083		JCI JONES	SODIUM	PV	122329	001	00701	5,690.24 2,660.35	9963671219 564742

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Batch Number - 220060
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	Item Co		
			CHEMICALS, INC	BISULFITE-41					
			84GAL						
			SODIUM HYPOCHLORITE-5016GAL		PV	122330	001 00701	2,919.16	565269
		Alt Payee 13647	JCI JONES CHEMICALS, INC P.O. BOX 636877 CINCINNATI OH 45263-6877						
				Payment Amount				8,609.40	
61092	11/13/12	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	EQUESTRIAN 8/16-10/15/12	PV	122353	001 00101	576.76	0896/101512
				WLK PLNT 8/22-10/22/12	PV	122354	001 00101	327.80	0907/102212
				WLK PLNT 8/22-10/22/12	PV	122355	001 00101	520.84	0909/102212
				Payment Amount				1,425.40	
61093	11/13/12	17295	MAILFINANCE	11/23-12/22/1	PV	122305	001 00701	410.65	H3613929
				2 LEASE PMT PSTG					
				Payment Amount				410.65	
61094	11/13/12	2814	MCMMASTER-CARR SUPPLY CO	THREADED CONNECTOR FREIGHT	PV	122327	001 00701	336.04	39058072
					PV	122327	003 00701	4.88	39058072
		Alt Payee 3197	MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690						
				Payment Amount				340.92	
61095	11/13/12	2839	MOTION INDUSTRIES, INC.	OIL SEALS (4) FOR TAPIA	PV	122316	001 00701	74.98	CA22-557162
		Alt Payee 10317	MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074						
				Payment Amount				74.98	
61096	11/13/12	3399	JOHN MUNDY	REIMB CELL PHONE	PV	122372	001 00701	86.14	2002/112312

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Batch Number - 220060
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
61097	11/13/12	8065	MWH AMERICAS, INC	Payment Amount 8/25-9/28/12- WRF	PV	122336	001	00701	86.14 8,685.78	1485100
61098	11/13/12	17918	NEW EDGE NETWORKS-EART HLINK BUSINESS CO.	DISINFECTN Payment Amount 11/01-11/30/1 2 MPLS LINES&DATA	PV	122315	001	00701	8,685.78 2,753.95	1318062511011 20
61099	11/13/12	15145	MARY NORTHRUP	Payment Amount REIMB RE:CCAC WKSHP10/25-10 /26	PV	122314	001	00701	2,753.95 244.98	102612-A
61100	11/13/12	17229	OMEGA ENGINEERING, INC.	Payment Amount ACRYLIC ROTOMETER	PV	122325	001	00701	244.98 306.68	905833
61101	11/13/12	17860	SHERRI PANIAGUA	FREIGHT Payment Amount REIMB RE-CALPERS 10/21-10/24/1	PV	122325	002	00701	16.00 322.68 272.55	905833 102412
61102	11/13/12	18784	PARSONS ENVIRONMENT & INFRASTRUCTUR E	Payment Amount 9/8-10/12/12 PROF SRVS	PV	122333	001	00701	272.55 178.10	1210B630
61103	11/13/12	18084	PHOENIX CIVIL ENGINEERING, INC.	Alt Payee 18787 PARSONS ENVIRONMENT & INFRASTRUCTURE P. O. BOX 88964 CHICAGO IL 60695-1964 Payment Amount 11/12 ENGRG SRV-MALIBU BOWL	PV	122301	001	00701	178.10 2,215.00	MLVM11100106
61104	11/13/12	18800	INA SCHUMER	Payment Amount REFD CR BAL ON CLOSED A/C	PV	122344	001	00101	2,215.00 196.13	660564
61105	11/13/12	18733	SCOTT VALLEY BANK	Payment Amount RETENTION#1 WRF	PV	122312	001	00754	196.13 17,742.50	10457-RTN#1

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Key	Amount	Invoice Number
Number	Date	Number				Number	Item	Code		Number
DISINFECTION										
61106	11/13/12	6940	SECTRAN SECURITY, INC.	Payment Amount	PV	122302	001	00701	17,742.50	
				11/12 COURIER					289.38	12110515
				SRV						
Payment Amount										
61107	11/13/12	2948	SMITH PIPE & SUPPLY	15-67FRAPP	PV	122352	001	00751	289.38	
				FEMAL					730.25	2464286
Payment Amount										
61108	11/13/12	2957	SOUTHERN CALIFORNIA EDISON	BRG.COMPW	PV	122370	001	00101	730.25	
				ENERGY-OCTOBE					3,301.69	2869/103112
				R12						
ENERGY-OCTOBE										
				R12					24.95	2869/103112
ENERGY-OCTOBE										
				R12					581.17	2869/103112
ENERGY-OCTOBE										
				R12					23.22	2869/103112
ENERGY-OCTOBE										
				R12					208.08	2869/103112
ENERGY-OCTOBE										
				R12					56.99	2869/103112
ENERGY-OCTOBE										
				R12					23.46	2869/103112
ENERGY-OCTOBE										
				R12					24.72	2869/103112
ENERGY-OCTOBE										
				R12					25.40	2869/103112
ENERGY-OCTOBE										
				R12					27.52	2869/103112
ENERGY-OCTOBE										
				R12					3,774.53	2869/103112
ENERGY-OCTOBE										
				R12					4,578.31	2869/103112
ENERGY-OCTOBE										
				R12					62.09	2869/103112
ENERGY-OCTOBE										
				R12					7,275.54	2869/103112
ENERGY-OCTOBE										
				R12					4,850.18	2869/103112
ENERGY-OCTOBE										

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				ENERGY-OCTOBE	PV	122370	016 00101	24.72	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	017 00101	202.62	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	018 00101	3,672.67	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	019 00101	58,894.52	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	020 00101	39,263.01	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	021 00101	32,833.09	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	022 00101	21,888.72	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	023 00101	29.91	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	024 00101	1,052.44	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	025 00101	1,020.78	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	026 00101	5,006.37	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	027 00101	736.34	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	028 00101	735.33	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	029 00101	3,890.09	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	030 00101	30.45	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	031 00101	1,276.19	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	032 00101	32.00	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	033 00101	941.45	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	034 00101	7,265.05	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	035 00101	5,957.26	2869/103112
				R'12					
				ENERGY-OCTOBE	PV	122370	036 00101	2,480.98	2869/103112
				R'12					

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
R'12											
				ENERGY-OCTOBE	PV	122370	037	00101		1,879.96	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	038	00101		4,554.75	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	039	00101		14,095.91	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	040	00101		4,640.01	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	041	00101		4,429.16	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	042	00101		26,313.12	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	043	00101		1,984.15	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	044	00101		137.44	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	045	00101		875.51	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	046	00101		145.94	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	047	00101		46.38	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	048	00101		1,093.84	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	049	00101		4,574.83	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	050	00101		27.00	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	051	00101		326.17	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	052	00101		27.68	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	053	00101		749.94	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	054	00101		772.47	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	055	00101		.74-	2869/103112
R'12											
				ENERGY-OCTOBE	PV	122370	056	00101		.74-	2869/103112
R'12											

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document		Key		Amount	Invoice Number
					Ty	Number	Item	Co		
				ENERGY-OCTOBE	PV	122370	057	00101	11.47	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	058	00101	11.47	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	059	00101	598.22	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	060	00101	34.45	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	061	00101	40,330.50	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	062	00101	40,330.50	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	063	00101	608.08	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	064	00101	2,598.80	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	065	00101	1,299.40	2869/103112
				R'12						
				ENERGY-OCTOBE	PV	122370	066	00101	2,314.18	2869/103112
				R'12						
				Payment Amount						
61109	11/13/12	2958	SOUTHERN CALIFORNIA GAS CO	JBR P/S 10/2-10/30/12	PV	122309	001	00101	14.69	1200/103012
				CONDUIT	PV	122310	001	00101	15.78	8400/102212
				P/S-9/20-10/2						
				2/12						
				Payment Amount						
61110	11/13/12	2959	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEE 7/1/12-6/30/1	PV	122348	001	00751	67,269.00	WD-0081655
				3@TAPI						
				PERMIT FEE 7/1/12-6/30/1	PV	122349	001	00751	50,184.00	WD-0078329
				3@FARM						
				PERMIT FEES 7/1/12-6/30/1	PV	122350	001	00751	6,930.90	WD-0079826
				3						
				PERMIT FEES 7/1/12-6/30/1	PV	122350	002	00751	1,223.10	WD-0079826
				3						
				PERMIT	PV	122351	001	00751	6,764.00	WD-0078560

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
FEE7/1/12-6/3 0/13@TAPI Payment Amount 10/12 NEW TICKET CHARGES Payment Amount CONDUCTIVITY STD 1413 FREIGHT LARGE GLOVES FREIGHT FAUCET FOR CUBITAINERS FREIGHT MISC LAB SUPPL FREIGHT										
61111	11/13/12	3006	UNDERGROUND SERVICE ALERT		PV	122324	001	00701	225.00	1020120392
61112	11/13/12	3035	VWR SCIENTIFIC		PV	122356	001	00701	22.04	8051917593
61113	11/13/12	3109	W. LITTEN		PV	122317	001	00701	3,738.10	0320221
Alt Payee 3216 VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169 Payment Amount 10/7-10/13/12 RANCHO 10/14-10/20/1 2 RANCHO 10/21-10/27/1 2 RANCHO Payment Amount C-H ELC-PS01 PWR SPLY (5)										
61114	11/13/12	3047	WESCO DISTRIBUTION, INC.		PV	122339	001	00701	359.47	105927
Alt Payee 6443 WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465 Payment Amount 3FT CBL REMOTE MNT KIT SURGE SOFT										
61115	11/13/12	6443	WESCO DISTRIBUTION, INC		PV	122342	001	00701	119.37	100372
Alt Payee 6443 WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465 Payment Amount 359.47										

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Co	Amount	Invoice Number
STARTER ASCY										
61116	11/13/12	3048	WEST COAST AIR CONDITIONING	10/12 PRV MAINT-WTR TRMT	PV	122334	001	00701	253.05	S43939
				10/12 PRV MAINT@RLV	PV	122335	001	00701	450.00	S43705
				REPR A/C@BLDG	PV	122341	001	00701	1,524.30	S43565
				8						
61117	11/13/12	3049	WEST COAST WATER SERVICE, INC	11/12 WTR TRMT FOR BOILER	PV	122326	001	00701	2,369.30	21825
				Payment Amount					299.00	
				Total Amount of Payments Written					582,725.19	
				Total Number of Payments Written					41	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
61118	11/20/12	16480	A.W. CHESTERTON COMPANY	SLISCONE FACE REBUILD KIT	PV	122387	001	00701	4,426.13	IN002461998/9 23
				FREIGHT	PV	122387	004	00701	12.85	IN002461998/9 23
				Payment Amount					4,438.98	
61119	11/20/12	16927	AGOURA AUTO SERVICE	2012 SMOG TEST VEH#801	PV	122394	001	00701	61.50	500490
				2012 SMOG TEST VEH#817	PV	122395	001	00701	61.50	500493
				2012 SMOG TEST VEH#821	PV	122396	001	00701	61.50	500494
				2012 SMOG TEST VEH#874	PV	122397	001	00701	61.50	500495
				2012 SMOG TEST VEH#854	PV	122398	001	00701	61.50	500496
				2012 SMOG TEST VEH#808	PV	122399	001	00701	61.50	500497
				2012 SMOG TEST VEH#715	PV	122400	001	00701	61.50	500499
				Payment Amount					430.50	
61120	11/20/12	3077	AIRGAS USA, LLC	10/12 AIR CYLINDER RNTL	PV	122493	001	00701	524.47	9905626909
			Alt Payee 6658 AIRGAS USA, LLC P. O. BOX 7423 PASADENA CA 91109-7423							
				Payment Amount					524.47	
61121	11/20/12	2367	ALL SAFE ELECTRIC, INC.	TAPIA FORCE MAIN #2 SLUDGE PMP	PV	122485	001	00701	1,717.25	R44134
				Payment Amount					1,717.25	
61122	11/20/12	17389	ANIMAL & INSECT PEST MANAGEMENT, INC	PEST CONTROL HQ BUILDING 7	PV	122473	001	00701	54.60	59366
				PEST CONTROL RW TANKS/RESV	PV	122473	002	00701	29.40	59366
				PEST CONTROL RANCHO	PV	122474	001	00701	110.25	59367
				PEST CONTROL	PV	122475	001	00701	110.25	59371

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Batch Number - 220207
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				TAPIA							
				PEST CONTROL WESTLAKE	PV	122476	001	00701		54.00	59369
				PEST CONTROL TANKS/RESV	PV	122477	001	00701		54.00	59368
				SQUIRREL CONTROL	PV	122478	001	00701		80.00	59370
				WESTLAKE DAM							
				PEST CONTROL @ PARKWAY	PV	122479	001	00701		60.00	59695
				MOTOR							
				Payment Amount						552.50	
61123	11/20/12	12280	ARAMARK UNIFORM SERVICES	10/12 UNIFORM MATS&TWLS@TAP	PV	122495	001	00701		65.04	502-7323411
				10/12 UNIFORM MATS&TWLS@TAP	PV	122495	002	00701		67.38	502-7323411
				10/12 UNIFORM MATS&TWLS@TAP	PV	122496	001	00701		15.40	502-7341447
				10/12 UNIFORM MATS&TWLS@TAP	PV	122496	002	00701		67.37	502-7341447
				10/12 UNIFORM MATS&TWLS@TAP	PV	122497	001	00701		65.04	502-7359465
				10/12 UNIFORM MATS&TWLS@TAP	PV	122497	002	00701		67.38	502-7359465
				10/12 UNIFORM MATS&TWLS@WLK	PV	122498	001	00701		31.52	502-7307904
				10/12 UNIFORM MATS&TWLS@WLK	PV	122498	002	00701		11.43	502-7307904
				10/12 UNIFORM MATS&TWLS@WLK	PV	122499	001	00701		6.23	502-7323417
				10/12 UNIFORM MATS&TWLS@WLK	PV	122499	002	00701		11.43	502-7323417
				10/12 UNIFORM MATS&TWLS@WLK	PV	122500	001	00701		31.52	502-7341453
				10/12 UNIFORM MATS&TWLS@WLK	PV	122500	002	00701		11.43	502-7341453

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
				MATS&TWLS@WLK	PV	122501	001 00701	6.23	502-7359471
				10/12 UNIFORM					
				MATS&TWLS@WLK	PV	122501	002 00701	11.43	502-7359471
				10/12 UNIFORM					
				MATS&TWLS@WLK	PV	122502	001 00701	203.21	502-7307900
				10/12 UNIFORM					
				MATS&TWLS@HQ	PV	122503	001 00701	476.62	502-7323413
				10/12 UNIFORM					
				MATS&TWLS@HQ	PV	122504	001 00701	211.63	502-7341449
				10/12 UNIFORM					
				MATS&TWLS@HQ	PV	122505	001 00701	289.55	502-7359467
				10/12 UNIFORM					
				MATS&TWLS@HQ	PV	122509	001 00701	50.73	502-7359466
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122509	002 00701	27.44	502-7359466
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122510	001 00701	19.67	502-7307899
				10/12 UNIFORM					
				MATS&					
				TWLS@RLV	PV	122510	002 00701	27.44	502-7307899
				10/12 UNIFORM					
				MATS&					
				TWLS@RLV	PV	122512	001 00701	19.67	502-7341448
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122512	002 00701	27.44	502-7341448
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122513	001 00701	50.73	502-7323412
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122513	002 00701	27.44	502-7323412
				10/12 UNIFORM					
				MATS&TWLS@RLV	PV	122520	001 00701	15.40	502-7307898
				10/12 UNIFORM					
				MATS&TWLS@TAP					
				IA					
				10/12 UNIFORM	PV	122520	002 00701	67.37	502-7307898
				MATS&TWLS@TAP					
				IA					
				Payment Amount				1,983.17	
				SRV	PV	122515	001 00101	40.64	9054/110512
				11/05/12-12/0					
				4/12					

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key itm Co	Amount	Invoice Number
				SRV	PV	122516	001 00701	688.20	1657/110512
	11/05/12-12/04/12			11/05/12-12/04/12					
				SRV	PV	122517	001 00701	198.80	9268/110512
	11/05/12-12/04/12			11/05/12-12/04/12					
				SRV	PV	122518	001 00701	198.19	9065/110512
	11/05/12-12/04/12			11/05/12-12/04/12					
				SRV	PV	122519	001 00101	749.89	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	002 00101	91.13	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	003 00101	389.92	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	004 00101	3,388.24	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	005 00101	1,067.59	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	006 00101	465.24	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	007 00101	1,286.70	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	008 00101	59.72	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	009 00101	37.67	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	010 00101	37.67	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					
				SRV	PV	122519	011 00101	37.67	0051/110512
	10/06/12-11/05/12			10/06/12-11/05/12					

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . .	Key Item Co	Amount	Invoice Number
5/12					PV	122519	012 00101	38.46	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	013 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	014 00101	75.34	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	015 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	016 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	017 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	018 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	019 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	020 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	021 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	022 00101	37.73	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	023 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	024 00101	37.67	0051/110512
SRV									
10/06/12-11/0									
5/12					PV	122519	025 00101	18.84	0051/110512
SRV									

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key Item Co	Amount	Invoice Number
				10/06/12-11/0					
				5/12					
				SRV	PV	122519	026 00101	18.83	0051/110512
				10/06/12-11/0					
				5/12					
				SRV	PV	122519	027 00101	37.67	0051/110512
				10/06/12-11/0					
				5/12					
				Payment Amount				9,340.84	
61125	11/20/12	16253	AT&T MOBILITY	SRV	PV	122521	001 00701	16.50	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	002 00701	16.50	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	003 00701	1,184.92	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	004 00701	148.55	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	005 00701	45.05	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	006 00701	70.25	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	007 00701	16.50	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	008 00701	11.55	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	009 00701	4.95	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	010 00701	180.20	992789332X111 12012
				10/04-11/03/1					
				2					
				SRV	PV	122521	011 00701	130.70	992789332X111 12012
				10/04-11/03/1					

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
61127	11/20/12	18703	CAL-PACIFIC ROOFING, INC.	SUPPLY, YR 2 AMENDMENT SUPPLY, YR 2 Payment Amount REPLACE ROOF -LIFT STATION #2	PV	122482	001	00701	1,422.20	109124
61128	11/20/12	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	Payment Amount 11/12 DOP SITE VISIT	PV	122401	001	00701	19,900.00 105.00	52148
61129	11/20/12	6966	CS-AMSCO	Payment Amount MISC RLV MAINT SUPPL FREIGHT	PV	122385	001	00701	105.00 1,729.14 35.00	7006
61130	11/20/12	16527	CYBERNETICS	Payment Amount MISC TAPE LIBRARY LTO-5 LIBRARY LTO-5	PV	122384	001	00701	1,764.14 9,521.00 1,050.00-	779375
61131	11/20/12	8213	DATAMATIC, LTD.	Payment Amount 12/12 MTR READING MAINT	PV	122403	001	00701	8,471.00 507.05	CA-0000023325
61132	11/20/12	16233	DESTIN THOMAS COMMUNICATION S	Payment Amount RADIO SYSTEM UPGRADE	PV	122404	001	00701	507.05 113,769.79	480920
61133	11/20/12	18111	ELECSYS INTERNATIONAL CORPORATION	Payment Amount 12/12 RADIX MTR MAINT	PV	122402	001	00701	113,769.79 261.00	109117
61134	11/20/12	2654	FAMCON PIPE	Payment Amount 6"78HOLE AVK FLOW GUARD II	PV	122405	001	00701	261.00 897.19	145712
61135	11/20/12	4971	FUGRO CONSULTANTS, INC.	Payment Amount PROF SRV 8/31/12-10/25 /12	PV	122414	001	00701	897.19 1,709.65	04.62120105-2

Alt Payee 6803 FUGRO CONSULTANTS, INC.



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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key	Item	Co	Amount	Invoice Number
P. O. BOX 200559 HOUSTON TX 77216-0559											
61136	11/20/12	9244	GENERAL CHEMICAL CORP.	ALUMINUM SULFATE 17 %	PV	122480	001	00701		6,057.52	90521644
										1,709.65	
Alt Payee 16714 GENERAL CHEMICAL PERFORMANCE PRODUCTS P.O. BOX 730276 DALLAS TX 75373-0276											
61137	11/20/12	18746	GLOBAL SYSTEMS INTEGRATION	10/14-10/28/1	PV	122388	001	00701		2,640.00	SIN000212
										2,640.00	
61138	11/20/12	8304	IFM EFECTOR INC.	VIBRATION MONITOR	PV	122484	001	00701		1,054.48	20310201
										1,054.48	
61139	11/20/12	6777	CAL-COAST MACHINERY	RADIATOR & MAINT SRV	PV	122514	001	00751		598.45	66563
										598.45	
Alt Payee 7133 JOHN DEERE FINANCIAL PO BOX 4450 CAROL STREAM IL 60197-4450											
61140	11/20/12	2810	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	9/20-L2012033	PV	122488	001	00701		885.00	RE-PW-1210310 2697
										885.00	
9/12-L2012033 7:2565 MONTE NIDO 9/13-L2011011 57:UTI CRSG SM AG 8/16-9/11-L20 1202918:31505 AGR											
										885.00	RE-PW-1210310 2643
										105.60	RE-PW-1210310 2249
										751.22	RE-PW-1210310 2499
										2,626.82	
61141	11/20/12	9543	PINKY'S TIRE SERVICE	FLAT REPR UNIT#125	PV	122415	001	00701		133.22	149470
										133.22	

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document		Key	Amount	Invoice Number
						Number	ltn Co			
61142	11/20/12	8484	PRAXAIR DISTRIBUTION, INC	FLAT REPR TRAILER#862 Payment Amount	PV	122416	001 00701	144.80	149477	
				10/12 AIR BREATHING K	PV	122408	001 00701	180.66	44320041	
				PAPER INVOICE FEE	PV	122408	004 00701	1.00	44320041	
				10/12 CYLINDER RNTL	PV	122409	001 00701	89.66	44341643	
Alt Payee 8898 PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511										
61143	11/20/12	2585	PURETEC	Payment Amount 10/12 TANK EXCHANGE SRV	PV	122389	001 00701	340.88	1186374	
				11/12-14" D.I. RNTL	PV	122390	001 00701	94.30	1190932	
				11/12-8" D. I., RNTL	PV	122391	001 00701	22.06	1191091	
61144	11/20/12	18801	REES FLOOR COVERING	Payment Amount INSTALLED CARPET TILE	PV	122423	001 00701	800.00	12100	
61145	11/20/12	17174	ROTH STAFFING COMPANIES, LP	Payment Amount P/E 10/28/12 TEMP	PV	122393	001 00701	1,200.00	12782358	
61146	11/20/12	2928	SCEC	SRV/MALIK,A Payment Amount 9/16-11/3/12 BIOFILTER TSTG	PV	122392	001 00701	1,563.65	121105736	
61147	11/20/12	2958	SOUTHERN CALIFORNIA GAS CO	Payment Amount WLK P/S 10/01-11/01/12	PV	122410	001 00101	50.00	9400/110112	
				HQ/OPNS 10/04-11/02/12	PV	122411	001 00701	1,132.35	3600/110212	
				TAPIA PLNT 10/4-11/01/12	PV	122412	001 00751	617.86	4000/110112	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
61148	11/20/12	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	SRV AWRD/M.KIM & L. BOYER	PV	122407	001 00701	244.69	100412-12
				Payment Amount			1,871.35		
61149	11/20/12	8212	STANSBERY'S WELDING	2 SAFETY PLATFORMS-AGI TATOR	PV	122418	001 00701	1,824.00	1850
				Payment Amount			273.44		
61150	11/20/12	2964	STATE BOARD OF EQUALIZATION	SALES/USE TAX-1ST PRPMT 4QT'12	PV	122424	001 00701	2,115.00	97817885/OCT1 2
				Payment Amount			7,674.00		
61151	11/20/12	16034	TASC	FSA ADMIN FEE 1/01/13--3/31/13	PV	122487	001 00701	777.50	3200159893
				Payment Amount			2,115.00		
61152	11/20/12	9505	TIRE MAN AGOURA	SHOCK INSTALL FOR VEH#160	PV	122417	001 00701	90.00	2017342
				Payment Amount			777.50		
61153	11/20/12	18095	TOTAL BARRICADE SERVICE, INC.	TRAFFIC PLAN DRAWING	PV	122486	001 00751	250.00	18823
				Payment Amount			90.00		
61154	11/20/12	18651	TOYOTA-LIFT OF LOS ANGELES	QUARTERLY PM'S ON UNIT#723	PV	122435	001 00701	103.00	WO-189307
				Payment Amount			250.00		
				QUARTERLY PM'S ON UNIT#700	PV	122436	001 00701	74.00	WO-189308
				QUARTERLY PM'S ON UNIT#702	PV	122437	001 00701	79.27	WO-189309
				QUARTERLY PM'S ON	PV	122438	001 00701	111.04	WO-189310

ITEM 5B

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number				Number	Item Co		
				UNIT#134					
				QUARTERLY	PV	122439	001 00701	134.20	WO-189312
				PM'S ON					
				UNIT#305					
				QUARTERLY	PV	122440	001 00701	79.27	WO-189313
				PM'S ON					
				UNIT#303					
				QUARTERLY	PV	122441	001 00701	87.31	WO-189314
				PM'S ON					
				UNIT#302					
				Payment Amount				668.09	
61155	11/20/12	3429	UNITED PARCEL SERVICE	DELIVERY SRV	PV	122492	001 00701	190.18	000025W
				P/E 11/10/12				020452	
				Payment Amount				190.18	
61156	11/20/12	16542	VISION INTERNET PROVIDERS, INC.	10/12 WEB HOSTING FEE	PV	122406	001 00701	200.00	23193
				Payment Amount				200.00	
61157	11/20/12	8514	WEST COAST IRRIGATION	6" & 8" GASKET FOR RLV SPRAYFD	PV	122433	001 00751	43.56	6691
				6" & 8" GASKET FOR RLV SPRAYFD	PV	122434	001 00751	34.35	6721
				Payment Amount				77.91	
61158	11/20/12	18640	WEST COAST POWER SOLUTIONS	47.32% COMPL-BLDG7 CNTRL UPGRD BLDG 8 DDC CNTRLS	PV	122420	001 00701	22,495.00	J284
				Payment Amount				4,260.25	J285
61159	11/20/12	3067	XEROX CORPORATION	D95CPC-2NDFL/ PMT#6-SEPT*12 D95CPC-1STFL/ PMT#6-SEPT*12 WCP123-RLV/MT R USG 6/30--9/26 WCP123-WLK/MT R USG	PV	122425	001 00701	635.39	064182121
				Payment Amount				26,755.25	
				Payment Amount				588.59	064182120
				Payment Amount				27.31	064285218
				Payment Amount				13.52	064182119

ITEM 5B

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key Item Co	Amount	Invoice Number
				6/20-9/24					
				W5645P-TAPIA	PV	122429	001 00701	400.68	064182122
				PMT#43-SEPT'1					
				2					
				XC560-CLR/PMT	PV	122430	001 00701	1,118.89	064285216
				#21-SEPT'12					
				X560EFI-FIERY	PV	122431	001 00701	191.58	064182124
				/PMT#21-SEPT'					
				12					
				5740PT-OPS/PM	PV	122432	001 00701	199.64	064774122
				T#24-OCT'12					
				Payment Amount				3,175.60	
				Total Amount of Payments Written				234,763.36	
				Total Number of Payments Written				42	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document		Key	Amount	Invoice Number
					Ty	Number			
61160	11/27/12	17361	ACCURATE FIRST AID SERVICES	1ST AID CABINET REPLENISH@TAPI A	PV	122548	001 00701	271.55	4390
61161	11/27/12	2317	ACORN NEWSPAPER	Payment Amount DISPLAY ADS - OCT 12 DISPLAY ADS - OCT 12	PV	122471	001 00751	884.00	870105/OCT12
61162	11/27/12	18803	HAGOP ALIAN	Payment Amount REFD BAL CLOSED A/C	PV	122444	001 00101	202.41	140172
61163	11/27/12	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	Payment Amount WTRWISE BRKFST:4 ATTENDEES	PV	122561	001 00701	100.00	05-6241
61164	11/27/12	7965	B&B PALLET CO.	Payment Amount 130YD WOOD CHIPS 1"	PV	122549	001 00701	1,422.20	109125
61165	11/27/12	11418	ROBERT CAVAGLIERI	Payment Amount 130YD WOOD CHIPS 1"	PV	122550	001 00701	1,422.20	109126
61166	11/27/12	7257	DIRECTV, INC.	Payment Amount REFD BAL CLOSED A/C	PV	122443	001 00101	132.64	200359
61167	11/27/12	18804	ISAAC ELYESH	Payment Amount REFD BAL CLOSED A/C	PV	122535	001 00701	515.88	19103914206
61168	11/27/12	8173	EXCEL PRINT RESOURCES	Payment Amount LVMWD #10 MAILING ENVELOPE FREIGHT	PV	122551	001 00701	667.29	2017
61169	11/27/12	2654	FAMCON PIPE	Payment Amount HYDRANT COMPLETE, STAINLESS	PV	122558	001 00701	6,090.00	146192

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
61170	11/27/12	18805	HANK FRAZEE	HYDRANT, AVK, HP, CAST IRON METER FLANGE ADAPTOR 2" X 1" B	PV	122559	001	00701	2,044.50	146317
				Payment Amount					9,293.51	
				REFD BAL ON OPEN A/C	PV	122446	001	00101	1,401.88	180416
61171	11/27/12	2688	GEOLABS	Payment Amount CONCRETE INSPECTION	PV	122526	001	00701	575.00	21211022
61172	11/27/12	18746	GLOBAL SYSTEMS INTEGRATION	Payment Amount JDE TECHNICAL SRVS	PV	122552	001	00701	2,205.00	SIN000232
61173	11/27/12	18806	IAN GOLDEY	Payment Amount REFD BAL CLOSED A/C	PV	122447	001	00101	723.04	710800
61174	11/27/12	18679	GSE CONSTRUCTION, INC.	Payment Amount PRG PMT#2-DISINFE CTN PROJ	PV	122545	001	00701	222,860.00	10457#2
				10% RETENTION ON PMT#2	PD	122546	001	00754	22,286.00-	10457-RTN#2
61175	11/27/12	2891	HACH CO. - C/O PONTON INDUSTRIES	Payment Amount TOTAL CHLORINE REAGENT FREIGHT	PV	122528	001	00701	397.46	8018110
				Payment Amount					200,574.00	
				Alt Payee 15201 HACH C/O PONTON INDUSTRIES, INC. 2207 COLLECTIONS CENTER DR. CHICAGO IL 60693						
61176	11/27/12	16809	ICTUS CONSULTING, LLC	Payment Amount 10/12 RECORD MGMT	PV	122554	001	00701	2,925.00	LVMWD-121101
61177	11/27/12	2727	IDEXX LABORATORIES	Payment Amount COLILERT MEDIA	PV	122527	001	00701	3,560.48	263883244

ITEM 5B

Batch Number - 220210
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							ltn Co		
Alt Payee			6447 IDEXX LABORATORIES P. O. BOX 101327 ATLANTA GA 30392-1327	FREIGHT	PV	122527	004 00701	18.42	263883244
61178	11/27/12	3083	JCI JONES CHEMICALS, INC	Payment Amount SODIUM HYPOCHLORITE 4998 GAL	PV	122467	001 00701	2,908.69	565673
				SODIUM BISULFITE-418 0 GAL	PV	122524	001 00701	5,684.80	566030
				SODIUM HYPOCHLORITE- 4982GAL	PV	122525	001 00701	2,899.37	566113
Alt Payee			13647 JCI JONES CHEMICALS, INC P.O. BOX 636877 CINCINNATI OH 45263-6877						
61179	11/27/12	5230	KENNEDY/JENKS CONSULTANTS	Payment Amount P/E 10/26/12- CALABASAS	PV	122522	001 00701	2,463.11	69013
				10/26/12-AGOU RA HILLS PIPELINE	PV	122523	001 00701	9,205.63	69005
61180	11/27/12	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	Payment Amount RWPS-8/29 - 10/29/12	PV	122457	001 00701	78.74	2645/110712
				HQ/RW-8/29 - 10/29/12	PV	122458	001 00701	16.51	2646/110712
				HQ/RW-8/29 - 10/29/12	PV	122459	001 00701	117.49	2652/110712
				BLDG 7/RW-8/29 - 10/29/12	PV	122460	001 00701	5.08	2655/110712
61181	11/27/12	18608	MALIBU HIGHLANDS MAINTENANCE CORP	Payment Amount REFD DEPOSIT CLOSED A/C	PV	122454	001 00101	1,286.53	9997557

Batch Number - 220210
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
61182	11/27/12	5811	MULHOLLAND HEIGHTS HOMEOWNERS ASSOC.	REFD BAL ON OPEN A/C	PV	122442	001	00101		1,160.88	280665
Payment Amount 1,286.53											
61183	11/27/12	16754	NATURAL SURROUNDINGS	11/12 INTERIOR PLANT MAINT	PV	122542	001	00701		235.00	5629
Payment Amount 1,160.88											
61184	11/27/12	2302	OFFICE DEPOT	MISC OFFICE SUPPL & COFFEE	PV	122529	001	00701		1,069.80	631240430001
Payment Amount 235.00											
				MISC OFFICE SUPPL & COFFEE	PV	122529	002	00701		138.00	631240430001
				STAMP SELF INK (2)	PV	122530	001	00701		56.94	631240431001
				KEYBOARD/MSE. CRDLS	PV	122531	001	00701		65.24	631240432001
				CARD READERWRITER	PV	122532	001	00701		43.49	631240429001
				SANDISK EXTREME FLASH MEMO	PV	122533	001	00701		51.97	631240393001
Payment Amount 1,425.44											
61185	11/27/12	15469	OLYMPIC PAINTING CO.	WSTLK OFFICE PAINTING	PV	122466	001	00701		1,400.00	9912
Payment Amount 1,400.00											
61186	11/27/12	2871	PACIFIC COAST BOLT.	BOLT, 5/8" X 3-1/4", HEX HEAD	PV	122544	001	00701		437.72	359012-00
Payment Amount 34.92											
				FREIGHT	PV	122544	002	00701		34.92	359012-00
Payment Amount 472.64											
61187	11/27/12	9561	TANIA PHAM	REBATE-TURF RMV/RUNOFF	PV	122456	001	00101		1,420.00	600210/TURF
Payment Amount 1,420.00											
61188	11/27/12	18632	ERIC N. ROHLFING	BLDGT LANDSCAPE DESIGN SRV	PV	122543	001	00701		589.00	12-154-05 REV1

ITEM 5B

Batch Number - 220210
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
61189	11/27/12	18733	SCOTT VALLEY BANK	Payment Amount	PV	122547	001 00754	22,286.00	10457-RTN#2
				RETENTION#2/G SE CONST				589.00	
61190	11/27/12	18809	SPACECAM SYSTEMS INC.	Payment Amount	PV	122449	001 00101	143.59	1000910
				REFD BAL CLOSED A/C				22,286.00	
61191	11/27/12	18684	STAR BRITE BUILDING MAINTENANCE, INC	Payment Amount	PV	122468	001 00701	3,172.75	21484
				JANITORIAL SERVICE NOV 2012				143.59	
61192	11/27/12	3789	T & T TRUCK & CRANE SERVICE	Payment Amount	PV	122468	003 00701	390.25	21484
				JANITORIAL SERVICE NOV 2012				5,438.75	
61193	11/27/12	15724	TIDWELL EXCAVATING ACQUISITION CO.	Payment Amount	PV	122450	001 00101	1,338.75	9997397
				CRANE/BASKT RENT-OCT12				7,215.33	0104349-IN
61194	11/27/12	15980	TOLL BROTHERS INC.	Payment Amount	PV	122451	001 00101	.89	9997397/INT
				REFD DEPOSIT CLOSED A/C				1,339.64	
61195	11/27/12	2780	VALLEY NEWS GROUP	Payment Amount	PV	122453	001 00101	7.90	9996907/INT
				REFD DEPOSIT CLOSED A/C				1,306.96	9996907
61196	11/27/12	16623	VELOCITY TECHNOLOGY SOLUTIONS III, INC.	Payment Amount	PV	122455	001 00101	240.00	10-18
				REFD DEPOSIT CLOSED A/C				1,314.86	9996907/INT
61197	11/27/12	16132	V3	Payment Amount	PV	122557	001 00701	8,000.00	318/112712
				POSTG MAILING CUST				3,114.00	294036

ITEM 5B

Batch Number - 220210
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	Item Co		
BILL/NOTICE									
61198	11/27/12	13326	VILLA ESPERANZA SERVICES	LANDSCAPE SRV-OCT 12	PV	122470	001 00701	1,114.75	LVMWD 2012-11
				LANDSCAPE SRV-OCT 12	PV	122470	002 00701	1,012.18	LVMWD 2012-11
				LANDSCAPE SRV-OCT 12	PV	122470	003 00701	2,084.14	LVMWD 2012-11
				LANDSCAPE SRV-OCT 12	PV	122470	004 00701	221.93	LVMWD 2012-11
				LANDSCAPE SRV-OCT 12	PV	122470	005 00701	350.00	LVMWD 2012-11
61199	11/27/12	2729	VULCAN MATERIALS CO.	AR8000 HOT MIX ASPHALT	PV	122541	001 00701	669.83	207492
			Alt Payee 6457 VULCAN MATERIALS COMPANY FILE 55572 LOS ANGELES CA 90074-5572					4,783.00	
61200	11/27/12	3035	VWR SCIENTIFIC	POTASSIUM IODIDE	PV	122539	001 00701	1,114.21	8052138034
				FREIGHT	PV	122539	002 00701	15.06	8052138034
				MISC LAB	PV	122540	001 00701	1,384.21	8052138036
				SUPPLIES					
				FREIGHT	PV	122540	005 00701	73.02	8052138036
61201	11/27/12	3109	W. LITTEN	10/28-11/03/1 2 RANCHO	PV	122555	001 00701	4,030.25	0320224
				11/04-11/10/1 2 RANCHO	PV	122556	001 00701	4,518.90	0320225
				REPR DIGESTER P/S@RLV	PV	122536	001 00701	1,896.00	S43971
61202	11/27/12	3048	WEST COAST AIR CONDITIONING	LIFT AC UNIT FOR ROOF WORK	PV	122537	001 00701	1,925.00	S44414

ITEM 08

Batch Number - 220210
 Bank Account - 00146807 Cash-General

Las Virgenes Municipal Water
 A/P Auto Payment Register

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key ltn Co	Amount	Invoice Number
61203	11/27/12	18561	WHITE NELSON DIEHL EVANS LLP	3RD PMT-LV AUDIT SRV	PV	122463	001 00701	4,000.00	129196
				1ST PMT-JPA AUDIT SRV	PV	122464	001 00701	2,300.00	129197
Payment Amount								3,821.00	
Payment Amount								6,300.00	
Total Amount of Payments Written								334,891.36	
Total Number of Payments Written								44	

Date: November 14, 2012
 To: John R. Mundy, General Manager
 From: Finance and Administration Department
 Subject: Investment Report for the Month of October 2012

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
---- NONE ----								
					0	0	0	
Sub-Total								
<u>Investments Maturing After Six Months:</u>								
4.760%	3.573%	CTCGEN-Municipal Bond	09/01/09	08/01/13	1,043,000	1,000,000	1,022,650	Custodian
3.000%	2.950%	LAUSD-Municipal Bond	10/15/09	07/01/13	1,001,710	1,000,000	1,013,160	Custodian
2.662%	2.662%	NYCGEN-Municipal Bond	06/04/10	05/01/14	1,000,000	1,000,000	1,029,760	Custodian
1.500%	1.500%	FNMA-Callable Coupon	09/08/10	09/08/14	1,000,000	1,000,000	1,018,820	Custodian
1.125%	1.125%	FHLB-Bullet	09/20/10	12/30/13	1,000,000	1,000,000	1,010,210	Custodian
1.150%	1.150%	FHLB-Callable Coupon	11/24/10	07/24/14	1,000,000	1,000,000	1,007,060	Custodian
2.000%	2.000%	FHLB-Bullet	03/15/11	03/30/15	1,000,000	1,000,000	1,038,860	Custodian
2.125%	2.125%	FNMA-Callable Coupon	07/22/11	07/22/16	1,000,000	1,000,000	1,012,220	Custodian
1.25% & Up 1	1.688%	FNMA-Callable Coupon	11/23/11	11/23/16	2,000,000	2,000,000	2,001,280	Custodian
1.125% & Up 2	1.759%	FNMA-Callable Coupon	11/23/11	11/23/16	1,000,000	1,000,000	1,000,540	Custodian
1.000%	1.000%	FNMA-Callable Coupon	11/28/11	05/28/15	1,000,000	1,000,000	1,000,470	Custodian
1.330%	1.330%	FFCB-Callable Coupon	12/07/11	12/07/15	1,000,000	1,000,000	1,000,930	Custodian
1.125%	1.125%	FHLMC-Callable Coupon	12/12/11	06/12/15	1,000,000	1,000,000	1,000,760	Custodian
1% & Up 3	1.403%	FNMA-Callable Coupon	01/30/12	01/30/17	1,000,000	1,000,000	1,002,710	Custodian
1.300%	1.300%	FNMA-Callable Coupon	01/30/12	01/30/17	1,000,000	1,000,000	1,002,900	Custodian
1.230%	1.230%	FFCB-Callable Coupon	01/30/12	01/30/17	1,000,000	1,000,000	1,002,960	Custodian
1.250%	1.250%	FNMA-Callable Coupon	02/14/12	02/14/17	2,000,000	2,000,000	2,025,660	Custodian
1.250%	1.250%	FHLMC-Callable Coupon	02/17/12	02/17/17	1,000,000	1,000,000	1,007,320	Custodian
1.300%	1.300%	FNMA-Callable Coupon	02/21/12	02/21/17	1,000,000	1,000,000	1,012,580	Custodian
1.150%	1.150%	FHLMC-Callable Coupon	02/28/12	02/28/17	1,000,000	1,000,000	1,009,670	Custodian
1.260%	1.260%	FFCB-Callable Coupon	03/01/12	03/01/17	1,000,000	1,000,000	1,003,070	Custodian
1.250%	1.250%	FNMA-Callable Coupon	03/06/12	03/06/17	1,000,000	1,000,000	1,003,270	Custodian
1.250%	1.250%	FNMA-Callable Coupon	03/13/12	03/13/17	1,000,000	1,000,000	1,003,710	Custodian
1.300%	1.300%	FFCB-Callable Coupon	03/20/12	03/20/17	1,000,000	1,000,000	1,004,980	Custodian
1.300%	1.300%	FNMA-Callable Coupon	03/22/12	03/22/17	1,000,000	1,000,000	1,004,630	Custodian
0.700%	0.700%	FNMA-Callable Coupon	03/26/12	03/26/15	1,000,000	1,000,000	1,002,580	Custodian
0.670%	0.670%	FNMA-Bullet	03/26/12	08/26/15	1,000,000	1,000,000	1,006,770	Custodian
1.050%	1.050%	FFCB-Bullet	03/28/12	03/28/16	1,000,000	1,000,000	1,018,990	Custodian
1.400%	1.400%	FHLMC-Callable Coupon	03/28/12	03/28/17	1,000,000	1,000,000	1,007,340	Custodian

LVMWD Investment Report for the Month Ending October 31, 2012

Disc./Cpn Rate	Yield To Maturity	Investment Type	Date Invested	Date Matures	Book Value	Par Value	Market Value	Market Value Source
Investments Maturing After Six Months (continued):								
1.270%	1.270%	FHLB-Bullet	03/30/12	03/02/17	1,000,000	1,000,000	1,021,990	Custodian
1.125% & Up ⁴	1.514%	FNMA-Callable Coupon	04/26/12	04/26/17	1,000,000	1,000,000	1,004,780	Custodian
1.400%	1.400%	FNMA-Callable Coupon	04/26/12	04/26/17	1,000,000	1,000,000	1,005,720	Custodian
1.300%	1.300%	FNMA-Callable Coupon	05/10/12	05/10/17	1,000,000	1,000,000	1,005,140	Custodian
0.5% & Up ⁵	1.847%	FHLB-Callable Coupon	06/21/12	06/21/17	1,000,000	1,000,000	1,000,470	Custodian
0.750%	0.750%	KYSHSG-Municipal Bond	06/27/12	07/01/14	1,000,000	1,000,000	1,000,820	Custodian
0.5% & Up ⁶	1.597%	FHLB-Callable Coupon	09/12/12	09/12/17	1,000,000	1,000,000	999,860	Custodian
0.980%	0.980%	FFCB-Callable Coupon	09/18/12	09/18/17	1,000,000	1,000,000	998,090	Custodian
0.75% & Up ⁷	1.268%	FNMA-Callable Coupon	09/20/12	09/20/17	1,000,000	1,000,000	1,007,150	Custodian
0.900%	0.921%	FNMA-Callable Coupon	10/25/12	10/25/17	999,000	1,000,000	997,130	Custodian
0.625%	0.700%	FHLMC-Bullet	10/26/12	11/01/16	997,040	1,000,000	997,420	Custodian
0.820%	0.860%	FFCB-Callable Coupon	10/26/12	07/11/17	998,000	1,000,000	996,100	Custodian
		Sub-Total			43,038,750	43,038,750	43,310,530	
		Total Investments			43,038,750	\$43,000,000	43,310,530	

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

1-CPNRT=1.25% to 11/13; 1.5% to 5/15; 2% to 11/15; 2.5% to 5/16; thereafter 3%.

3-CPNRT=1% to 1/14; 1.125% to 7/14; 1.25% to 1/15; 1.5% to 7/15; 1.75% to 1/16; 2% to 7/16; thereafter 2.5%.

5-CPNRT=0.5% to 12/12; 0.75% to 6/13; 1% to 12/13; 1.25% to 6/14; 1.75% to 6/15; 2% to 12/15; 2.5% to 6/16; 3% to 12/16; thereafter 4.5%.

6-CPNRT=0.5% to 9/13; 0.7% to 12/13; 0.8% to 3/14; 0.9% to 6/14; 1% to 9/14; 1.125% to 12/14; 1.25% to 3/15; 1.375% to 6/15; 1.5% to 9/15; 1.75% to 12/15; 2% to 3/16; 2.25% to 6/16; ...3.5% to 6/17; thereafter 4%.

7-CPNRT=0.75% to 9/14; thereafter 1.625%.

2-CPNRT=1.125% to 11/12; 1.25% to 11/13; 1.5% to 11/14; 2% to 11/15; thereafter 3%.

4-CPNRT=1.125% to 4/14; 1.25% to 10/15; 1.5% to 4/16; 2% to 10/16; thereafter 3.5%.

Interest earnings for the month were as followed:

	Amount Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	\$738	0.340%
Investments	49,445	1.290%
Local Agency Investment Fund (LAIF)	6,462	0.340%
HighMark US Treasury Money Market Fund	1	0.000%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	13	0.010%
Total Earnings	\$56,659	

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)	\$43,038,750	61.66%	no limit
HighMark US Treasury Money Market Fund (Union Bank)	2,764,060	3.96%	1 yr debt pmt.
Local Agency Investment Fund (LAIF)	4,866	0.01%	no limit
Total	23,988,679	34.37%	50,000,000
	\$69,796,355	100.00%	

(Note 2)

Note 1: The average weighted duration for investments, excluding LAIF, is 1,323 days, which is under the assumption that callable coupons will not be called and will be held until maturity.
 Note 2: In October 2012, Joint Powers Authority's participation in investment is \$5,913,608.91, of which \$5,146,144.43 (or 87.02%) belongs to LV.

LVMWD Investment Report for the Month Ending October 31, 2012

Bank Account Balances as of October 31, 2012:


Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$824,780 (Note 3)
Wells Fargo Bank	Sweep	683,850
Bank of New York Mellon	Money Market	0
	Total	\$1,508,630

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 November 27, 2012 Agenda:

 11/15/12
 John R. Mundy, General Manager

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



Barry Steinhardt, Treasurer



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject: Video Recordings of Board Meetings

SUMMARY:

On January 14, 2012, staff was directed to look into the feasibility and cost of airing or recording Board meetings. Staff responded with a presentation on March 27, 2012.

At the March 27, 2012 meeting, a presentation was made to the Board of Directors entitled "Broadcasting of Board Meetings". Staff conducted research and presented information which included a comparison of cable TV versus Internet webcasting, live and on-demand webcasts, what other agencies are doing, equipment options and implementation cost. At this meeting the Board commented that the proposed projects were too costly and any decision to move ahead should be determined by customer interest in webcasting as part of the District's services; and there may possibly be more cost effective options. No action was taken.

On September 25, 2012, the Board of Directors discussed transcription of Board meeting minutes and requested staff record the board meetings, maintain the recording for a period of one year, and to continue transcription of summary minutes to be maintained in perpetuity.

On November 13, 2012, Director Steinhardt requested an item be brought back to the next board meeting to discuss video recording of meetings based on comments received from one member of the public.

Further points the Board may wish to consider in reviewing this item again include:

The customer survey completed in July 2012 indicated 61% of the customers surveyed stated they were interested in keeping current with Board actions and decisions. Additionally, over 60% also responded that their preferred method of keeping current with Board actions and decisions was to read about them on the District website. Lastly, there is a question about whether the District website has enough bandwidth to broadcast videos. If not this will be an additional cost in making videos available. An answer to this question is expected to be available at the meeting.

Attached are copies of the staff reports from both Board meetings, minutes of those meetings reflecting the discussions and actions taken by the Board, the March 27, 2012 power point presentation prepared by Carlos Reyes and page 21 of the customer survey reflecting the responses about keeping current with Board actions and decisions.

RECOMMENDATION(S):

Provide staff direction.

FINANCIAL IMPACT:

None at this time.

Prepared By: John R. Mundy, General Manager

ITEM 7A

ATTACHMENTS:

[Webcasting Memo - March 27, 2012](#)

[Webcasting Presentation - March 27, 2012](#)

[Webcasting Board Minutes - March 27, 2012](#)

[Transcription of Minutes Memo - September 25, 2012](#)

[Minutes Transcription Board Minutes - September 25, 2012](#)

[Survey Results](#)



March 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject: Webcasting of Board Meetings

SUMMARY:

On January 14, 2012, staff was directed to look into the feasibility and cost of airing Board meetings. Staff conducted its research and will present information it has compiled that includes: a comparison of cable TV versus Internet webcasting, live and on-demand webcasts, what other agencies are doing, equipment options and implementation cost.

RECOMMENDATION(S):

Provide feedback to the presentation and direct staff as necessary.

FINANCIAL IMPACT:

None at this time.

Prepared By: Carlos Reyes

Broadcasting of Board Meetings

March 27, 2012

Broadcasting Options

1. Audio recording
2. Video recording
 - DVD
 - Web streaming
3. Cable
 - Live
 - Replay
4. Webcasting
 - Live
 - On-demand

Audio Broadcast

- FREQUENTLY ASKED QUESTIONS & KEY FACTS
- HISTORY
- ORGANIZATION**
 - Board of Directors
 - Meetings and Documents
 - Biographies
 - Committees
 - Public Notice
 - Leadership & Executive Team
 - Departments
- MEMBER AGENCIES
- LEGISLATION
- OUR OFFICES
- CONTACT US

Monthly Board Meeting

December 9, 2010

* Time estimates are for convenience only and do not constitute part of the schedule. The first morning session will begin at 9 a.m. and the following morning sessions may start at any time after 9 a.m. Afternoon sessions may start at any time after 1 p.m. The Board meeting will start no earlier than 3 p.m., or following the conclusion of the last committee meeting.

Full Board Packet and Committees	Estimated Time	Audio Files*
 Board Packet (7:34 mb)	MORNING SESSION 9 a.m. - noon	*Audio files will be available below one week after the Board meeting date. Live audio will be available on the day of each Board meeting at this link .
Imported Water	55 minutes	
Water Planning	1 hour 25 minutes	
Administrative and Finance	30 minutes	

Please enter your email:

Find your water district
 Enter Zip or District Name

Recent News

03.23.2012
Water Authority Outsources Operations and Maintenance of Lake Hodges Pumped Storage Projects
 The San Diego County Water Authority Board of Directors today approved....

03.22.2012
@MWDFACTS Twitter Feed Launched to Provide Immediate Access to Information about MWD's Proposed Rate Increases and Decisions
 The San Diego County Water Authority today launched a Twitter

Broadcasting Options

1. Audio recording
2. Video recording
 - DVD
 - Web streaming
3. Cable
 - Live
 - Replay
4. Webcasting
 - Live
 - On-demand

MWD Webcast

Document

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Regular Board Meeting

February 14, 2012

12:00 p.m. -- Board Room

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

- Call to Order**
 - Invocation: Lawrence Gibbs, Unit Manager IV, Business Technology Group
 - Pledge of Allegiance: Vice Chair Gloria Gray
- Roll Call**

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Metropolitan Water District Of Southern California 04:19

Board Meeting

All Items Current Item

- 1. Call to Order
 - (a) Invocation: Lawrence Gibbs, Unit Manager IV, Business Technology Group
 - (b) Pledge of Allegiance: Vice Chair Gloria Gray
- 2. Roll Call
- 3. Determination of a Quorum
- Comments on the proposed standby charge for Calleguas Annexation No. 96 to Calleguas Municipal Water District
- 4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))
- A. Approval of the Minutes of the Meeting for January

Print Share

Comparison with Other Agencies

Agency	Cable (Live and Replay)	Web (Live and On-Demand)	Operation
Calabasas	Yes	Yes	Staff
Westlake Village	Yes	Yes	Contracted
Agoura Hills	Yes	Yes	Contracted
Hidden Hills	Yes	No	Staff
MWD	No	Yes	Staff
DWP	Yes	Yes	???

Cost Estimates

Option	Initial Cost	Monthly Cost
Audio recording	\$500	\$500
Video recording	\$0	\$2,000
Web broadcasting	\$40,000 – \$130,000	\$4,000 – \$6,000

Web Broadcasting

Description	Initial Cost	Monthly Cost
(1) static camera	\$40,000	\$4,000
(4) static cameras	\$60,000	\$5,000
(6) cameras with director	\$110,000	\$6,000
(6) HD cameras with director	\$130,000	\$6,000

Implementation Options

- **Consultant**
 - Design, RFP, Bids, Project Management
- **Turnkey**
 - Design, install and operate

Questions?

Ratify the General Manager's add of Vehicle 820 to the previously Board approved list of salvage vehicles.

*On a motion by Director Joseph Bowman, seconded by Director Barry Steinhardt, the Board of Directors voted 5-0 to Approve the recommendation as presented.
AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt*

9. FINANCE AND ADMINISTRATION

A Amended Financial Policies

Adopt amended financial policies.

*On a motion by Director Joseph Bowman, seconded by Director Charles Caspary, the Board of Directors voted 5-0 to Approve the recommendation as presented.
AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt*

10. RESOURCE CONSERVATION AND PUBLIC OUTREACH

A AMR/AMI Meter Opt Out Information

Provide feedback to the staff presentation and direct staff as necessary.

One speaker card was received from Linda Stock. Ms. Stock stated to Clerk of the Board Conklin at 6:40 PM that she needed to leave. Ms. Conklin notified the customer that her speaker card would be entered into the public record as would her letter to the General Manager and Board of Directors dated March 23, 2012.

Director of Resource Conservation and Public Outreach Reyes and Customer Service Manager Palma gave a presentation to the Board titled "AMR/AMI Opt Out Information" on the benefits of AMR/AMI including reduced staff time and resulting cost savings, as well as increased leak detection.

Board comments included City of Agoura Hills Mayor John Edelston has been very pleased with the AMR/AMI service; a similar project in Washington DC has a less than 6% opt-out; concerns regarding approving an opt-out program that does not allow for a leak adjustment for customers who enroll in the program; would like to see the "Field (AMR) / Manual (Radio off)" read cost adjusted up from \$0; there should be a penalty to those who opt-out; and there should be some allowance for leak adjustments for non-AMR/AMI customers.

President Renger directed staff to develop a formal opt-out program including any related ordinances or resolutions.

B Webcasting of Board Meetings

Provide feedback to the presentation and direct staff as necessary.

Director of Resource Conservation and Public Outreach Reyes gave a presentation titled, "Broadcasting of Board Meetings" that discussed the options of audio, video, cable, and webcasting of board meetings.

Board comments included that the projects are too costly and the decision to move ahead should be determined by customer interest in webcasting as part of the District's services; and there may possibly be more cost effective options.

11. LEGAL SERVICES

Street Lighting Districts: Negotiated Tax Exchange Resolutions Resulting from ITEM 7A



September 25, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject: Official Transcription of Board Meeting Minutes

SUMMARY:

During the past several months there have been multiple requests from board members to transcribe certain agenda items verbatim or modify verbiage not documented by either the General Manager or Clerk of the Board during the board meeting.

In order to better serve the public and the Board, direction is requested to ensure consistency and methodology for official transcription of minutes (summary minutes with formal actions versus verbatim transcription of all items).

RECOMMENDATION(S):

The Board to provide direction to staff as to the preferred methodology for transcribing of the District's official board meeting minutes.

FINANCIAL IMPACT:

None at this time. Depending on the preferred methodology selected, funds may be needed for improving the recording process.

DISCUSSION:

The District's past practice in regards to transcribing of official board meeting minutes has been to prepare a summary of discussions along with the formal vote on each agenda item. If a specific request is made by a board member, that Director's name is documented as part of the record. In the case of general comments during discussions of agenda items the transcription is typically not attributed to an individual board member, and is instead included as a summary of questions and concerns posed to staff, consultants or the public.

Options include: (1) continue with the existing methodology of transcribing summary minutes and to include formal actions taken and formal requests made by the Board of Directors; (2) record all board meetings and have the recording serve as the official minutes transcription; or (3) record all board meetings, maintaining the recording in the agenda folder for a period of 10 years along with a summary transcription to be maintained in perpetuity as the official set of board meeting minutes.

The Las Virgenes Code does not require recordings of board meetings except in the case of a Public Hearing. Should the Board wish to regularly record meetings equipment may have to be modified or added to provide for a better quality recordings for transcription, such as marking recordings at specific action points and setting up microphones to be on all the time to assure comments are captured.

Summary minutes would continue to be transcribed by the Clerk of the Board, and verbatim minutes would require additional staff assistance most likely from the Secretarial staff.

Prepared By: John R. Mundy, General Manager

ITEM 7B

Director Steinhardt requested the Special Meeting Minutes of September 4, 2012 be pulled from the agenda as his comments were not reflected in the transcription.

On a motion by Director Joseph Bowman, seconded by Director Charles Caspary, the Board of Directors voted 5-0 to Approve Consent Calendar 5A as amended by Director Steinhardt's recommendation and 5B and 5C as presented in the recommendations.

Director Peterson requested "Public Comments" be included on all special meeting notices (Legal Counsel Lemieux stated special meetings are normally to discuss one or two topics and the public can provide comments during each item, and general comments within the jurisdiction can be allowed, although not required at special meetings there is no harm in adding public comments to notices).

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

- A** Minutes: Regular Meeting of August 28, 2012 and Special Meeting of September 4, 2012. **Approve**
- B** List of Demands: September 25, 2012. **Approve**
- C** Investment Report for the Month of August 2012. **Approve**

6. TREASURER

No report was given.

7. BOARD OF DIRECTORS

- A** Annual Report: Records Review and Destruction

Authorize the destruction of records as presented.

On a motion by Director Charles Caspary, seconded by Director Barry Steinhardt, the Board of Directors voted 5-0 to Approve the recommendation as presented.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt

- B** Official Transcription of Board Meeting Minutes

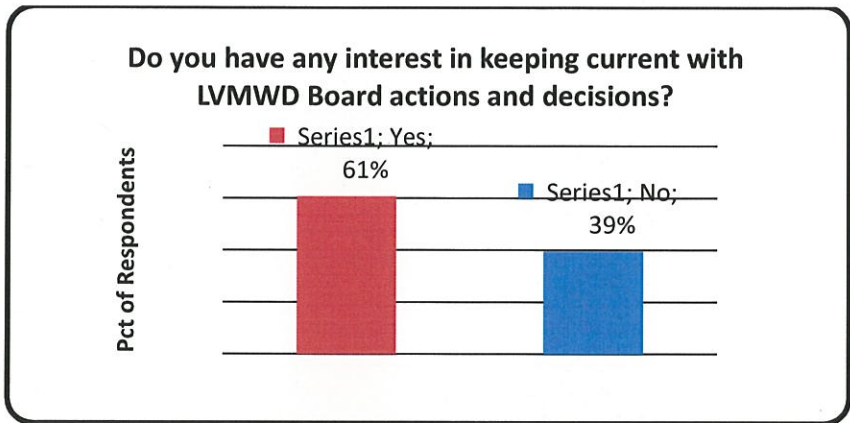
The Board to provide direction to staff as to the preferred methodology for transcribing of the District's official board meeting minutes.

General Manager Mundy discussed potential options for transcription and recording of meeting minutes.

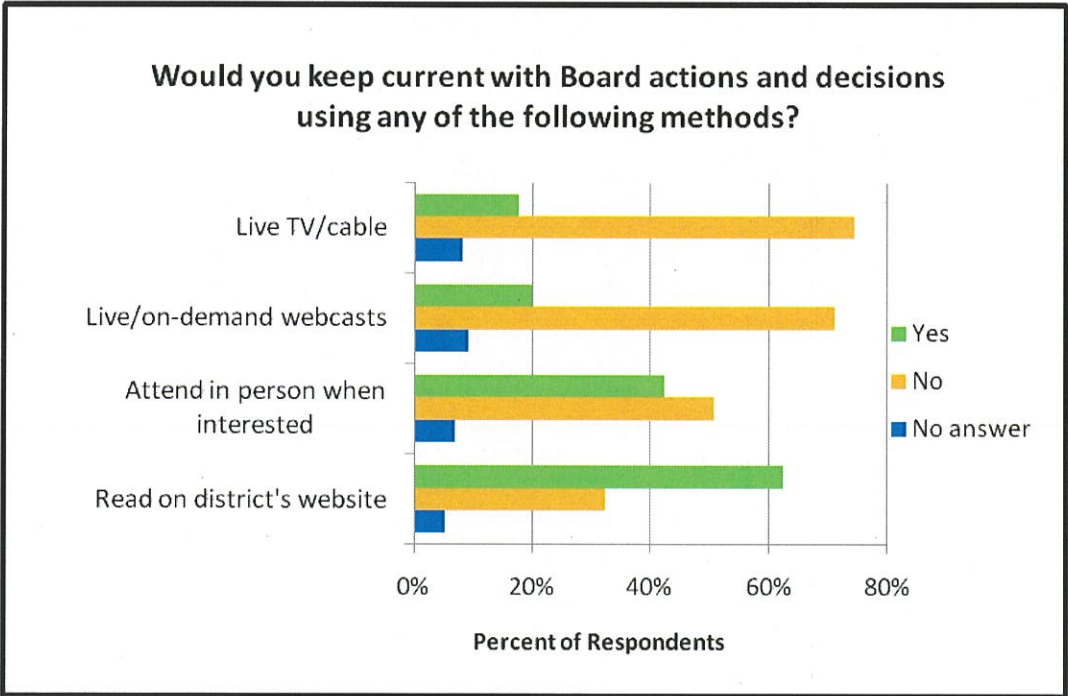
The Board discussed perpetuity of accurate record, less personal comments and more Board comments, the official record is the vote and direction given to staff, feels each opinion should be stated as part of the decision making process, minutes should always reflect what is said in the meeting, what is required in minutes (Legal Counsel Lemieux stated the requirements are who is present, time started, actions taken, legal requirement for maintaining recordings is six months; and General Manager Mundy stated the Las Virgenes Code only requires public hearings to be recorded), and a request was made to email verbiage changes to clerk.

On a motion by Director Joseph Bowman, seconded by Director Glen Peterson, the Board of Directors voted 5-0 to Approve recording of all board meetings; maintaining each recording for a period of one year; and a summary transcription of all board meetings to be maintained in perpetuity as the official set of minutes.

AYES: Director(s) Bowman , Caspary , Peterson , Renger , Steinhardt



We asked the following item of all customers, not just those who expressed interest in keeping current.





November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Potable Water, Recycled Water, Sanitation, and Integrated Master Plan Update 2012: Award of Contract

SUMMARY:

The purpose of this project is to update the 2007 potable water and recycled water master plans as well as the 2008 sanitation master plan. The master plans are being updated to reflect system upgrades since the previous master plans as well as provide a roadmap for projects that address future demands, system deficiencies, including maintenance and replacement, regulatory compliance issues, and system reliability. A fourth plan, known as an integrated master plan, will also be prepared which will summarize each of the other plans and discuss the relationships and impact of prospective projects.

The LVMWD Board authorized the release of a request for proposals for the master plan updates at the July 24, 2012 meeting. Proposals were solicited from eight consultants (AECOM, CDM Smith, CH2M-Hill, Carollo, Kennedy/Jenks, MWH, RMC, and HDR), and three were received. After an initial review, staff conducted a secondary interview with two of the firms, Carollo Engineers and the team of Kennedy/Jenks Consultants and HDR Engineering, as part of the evaluation process. Staff recommends the selection of Kennedy/Jenks-HDR to prepare the updates to the potable, recycled, sanitation, and integrated master plans. The Kennedy/Jenks-HDR team has recently work with LVMWD and the JPA on the third digester design at the Rancho Las Virgenes Composting Facility and the proposed staff has extensive experience with the preparation of master plans. Kennedy/Jenks total proposed fee for the preparation of the master plans is \$297,550. A breakdown of costs for the individual plans is as follows:

<u>Master Plan</u>	<u>Proposed Fee</u>	<u>% of Total</u>
Potable Water Master Plan	\$158,828	53%
Recycled Water Master Plan	\$62,298	21%
Sanitation Master Plan	\$45,970	15%
Integrated Master Plan	\$30,455	11%

At this time, staff is requesting that the LVMWD Board approve the portion of the contract associated with the potable water master plan and a share of the integrated master plan. Staff will request that the JPA Board approve the recycled water and sanitation master plans at the December 10, 2012 meeting. A summary of costs, and the proportional share for the LVMWD and JPA Boards is provided below:

LVMWD Share

Potable Water MP	\$158,828.00
Integrated (64%)	\$19,491.20
Total LVMWD	\$178,273.20

JPA Share

ITEM 8A

		TSD	LVMWD
Recycled MP	\$62,298.00		
Sanitation MP	\$45,970.00		
Integrated(36%)	\$10,963.80		
Total JPA	\$119,231.80	\$35,411.85	\$85,960.95

RECOMMENDATION(S):

Approve the proposal from Kennedy/Jenks Consultants to prepare the potable water master plan update in the amount of \$158,828.00; approve the proposal to prepare the integrated master plan in the amount of \$19,491.20; and appropriate funds in the amount of \$53,319.20 to account for the cost of the master plan preparation.

FINANCIAL IMPACT:

The FY 2012-13 budget provides funding for the preparation of the potable water master plan under project no. 10510 in the amount of \$125,000. An appropriation in the amount of \$53,319.20 is requested to account for the additional cost of potable water and integrated master plan preparation.

DISCUSSION:

Proposals were requested from eight consultants and three were received. A summary of costs for the proposals is as follows:

Carollo Engineers	\$249,836
Kennedy/Jenks Consultants	\$297,550
AECOM	\$299,752

The proposal from AECOM was removed from consideration based on an inadequate project scope, lack of schedule, and higher cost. District staff further reviewed the proposals from Carollo and Kennedy/Jenks to assess each firm's project understanding, experience and qualifications, and overall cost of the proposal. Both Carollo and the Kennedy/Jenks-HDR team were then invited to participate in secondary interviews to further evaluate each firm's project team and approach to the project.

One of the differences between the proposals was in the total number of labor hours associated with the preparation of the potable water, sanitation and integrated master plans. JPA costs were approximately the same between the two remaining proposals, as the additional costs are related to the potable water and integrated master plans. The Kennedy/Jenks-HDR proposal included approximately 220 additional labor hours. The majority of additional hours were due, in part, to some tasks that were not included in the other proposal. A detailed statistical analysis, used to link variables, such as economic factors, and evapotranspiration to demand; and parcel billing data will be used to develop the hydraulic model for the potable water master plan. This analysis would allow the District to more accurately estimate future potable water demands and provide the necessary data to support those estimates, as well as future conservation efforts such as "20 by 2020". The proposal from Carollo offered a more traditional approach to the potable water master plan and hydraulic modeling. Historical water use and land-use data would be used to forecast potable water demands and those projections would be used as the plan's foundation. While this method is acceptable, and was used to prepare previous potable water master plans, the statistical analysis offers a fresh perspective and provides another level of supporting data, other than population, for future capital improvement projects.

Kennedy/Jenks-HDR's proposal also included a more detailed evaluation of the LVMWD/JPA sanitation system, including modeling influent characteristics at the Tapia WRF, solids processing facilities at the Rancho Las Virgenes Composting Facility, and a discussion of regulatory trends and their potential impact. There was also additional effort included on the integrated master plan. The integrated master plan will describe links between the potable and recycled water models to better forecast the impact of future recycled water projects on the potable water system.

After conducting interviews, the consensus among the interview panel, which included District staff and Triunfo Sanitation District Manager, Mark Norris, was that both project teams were competent, had sufficient

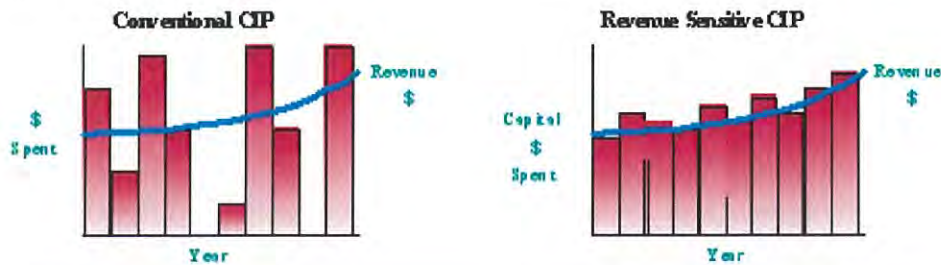
technical expertise, and available resources to perform the requested service. The Kennedy/Jenks- HDR team, however, very recently completed an evaluation and technical report on the District's sanitation system; and also included HDR Engineering as a subconsultant to prepare the recycled water master plan and assist in the preparation of the potable water master plan. The panel felt that Kennedy/Jenks-HDR project team offered a level of professional experience and familiarity with the District's system that was superior to that of Carollo. Based upon the evaluation of the proposals and interviews, staff recommends that Kennedy/Jenks-HDR be awarded the update of the potable water, recycled water, sanitation and integrated master plans.

Prepared By: James Spicer II, Associate Engineer

ATTACHMENTS:

[Scope of Work](#)

planning effort is the identification of a sound, defensible, time-phased CIP. We have found these and other deliberate Kennedy/Jenks master planning features provide our clients with a methodical road map that has a long shelf life.



Kennedy/Jenks implementation focus supports the development of revenue sensitive CIPs to eliminate large swings in annual funding obligations associated with conventional master plans, enhancing ratepayer acceptance.

From the preceding, it is clear our team has substantial knowledge of the District's system and the conduct of utility master planning. Accordingly, our general approach to this project is to focus the synergy created by the Kennedy/Jenks- HDR team to build revised and updated data sets to support master plan implementation and future data management needs, methodically update the key planning elements of unit demands and system performance factors, and utilize a workshop environment to communicate with District leadership and other stakeholders. The scope of work developed to comply with the District's RFP, and meet the identified issues follows.

Scope of Work

The scope provided below includes the core needs of the District as outlined in the RFP. The budget associated with the Modeling/GIS task has been included the Potable, Recycled, and Sanitation Plans as appropriate.

Project Management, QA/QC and Meetings/Workshops

This task includes project management and administration including coordination and communication with District staff and team members, meeting attendance (kick-off, progress meetings, and/or workshops), preparation of monthly status reports and invoicing. The Project Manager shall implement and enforce internal Quality Assurance and Quality Control (QA/QC) programs. QA/QC will be performed for all deliverables provided to the District.

Meetings and Board workshops will be instrumental in keeping the project on track and obtaining consensus and direction on key issues as the project evolves. It is assumed that all meetings and workshops will be used to facilitate discussion and address issues on all planning efforts. As such,

for budgeting purposes, the effort and costs of meetings have been spread among the project tasks that follow and are included as a line item cost under the Master Plan Document preparation.

For this assignment, we have budgeted a total of up to 10 meetings or workshops. Meetings may be in the form of telephone or video conferences as appropriate.

Anticipated Meetings and Workshops	Potable Water	Recycled Water	Sanitation
Project Kick-Off Meeting	X	X	X
Goals/Objectives/Schedule, Data Requirements, Communication Plan	X	X	X
Known System Deficiencies	X	X	X
Potential System Extensions (LADPW, Decker Canyon, CalWater, City of Thousand Oaks & Seasonal Storage Reservoir)		X	
System Evaluation Criteria	X	X	X
Demand Analysis Discussion & Workplan	X	X	X
Demand Analysis Workshop	X	X	X
Interagency Potable Water Emergency Connections And Recycled Water Use Opportunities Meetings (Combined)	X	X	
Current - Demand Evaluation/Findings; Future - Land Use/Population Forecasts, Rank/Penetration For Difficult Access Parcels, Septic Tank Conversion, RW Market Assessment & Extensions, SBx7-7 Approach	X	X	X
Hydraulic Model Development & Calibration Meeting	X	X	X
Hydraulic Analysis Workshop			
Current - System Analysis Results, Future - Fire Flow, Emergency Supply, Reservoir Operation, Demand Sensitivity, Other?	X		
Special Problems Discussion - Phasing Plan for: ♦ Jed Smith System (storage/pumping deficit) ♦ Seminole System (pumping/pipeline deficit) ♦ Upper Oaks System (pumping/storage deficit)	X		
Potential System Extensions (LADPW, Decker Canyon, Calwater, City Of Thousand Oaks & Seasonal Storage Reservoir Findings)		X	
Evaluation And Identification Of Liquid, Solids, And Conveyance System Deficiencies/Findings; Discussion Of Potential Innovations			X
Capital Improvement Plan Workshop	X	X	X
Present Planning-Level Opinions Of Cost	X	X	X
Discuss Cost Allocation Approach	X	X	X
Develop CIP Schedule And Prioritization	X	X	X
Report Review Meeting/Workshop	X	X	X
Integrated Plan Review Meeting/Workshop	X	X	X

Task 1 – Potable Water Master Plan

The 2007 Potable Water System Master Plan will be updated to reflect existing system conditions, current water demands with new projections, integration of management practices (demand and supply), update/calibration of the hydraulic model, identification of system deficiencies (including fire flow conditions and emergency supply outage conditions), recommendations for improvement and development of a CIP. The Potable Water Master Plan Update will be implementation-focused to guide the District's capital expenditures into the future by addressing several key issues. These include:

- ♦ Confirm backbone system capacity for future demands
- ♦ How to best use and refill the Las Virgenes Reservoir
- ♦ Evaluate MWD outage and operations from Las Virgenes Reservoir (with and without use of the Kittridge Connection)
- ♦ Assess interconnection with Calleguas MWD for emergencies and reservoir refill support
- ♦ Evaluate specific known subsystem deficiencies

Task 1.1 Evaluate Existing Water System

The existing water system will be reviewed from the GIS and other background data provided by the District. This may include pertinent information such as water system maps, planning and development information, historical records, billing data and detailed facility information. Discussions regarding the existing system operations and deficiencies will be held with District Water Division staff. The data review and discussions will assist Kennedy/Jenks identify operational inefficiencies and develop scenarios for hydraulic evaluation of the water distribution system (refer to Task 1.6) to determine future system improvements.

Task 1.2 Perform Statistical Evaluation of Historical/Current Demands

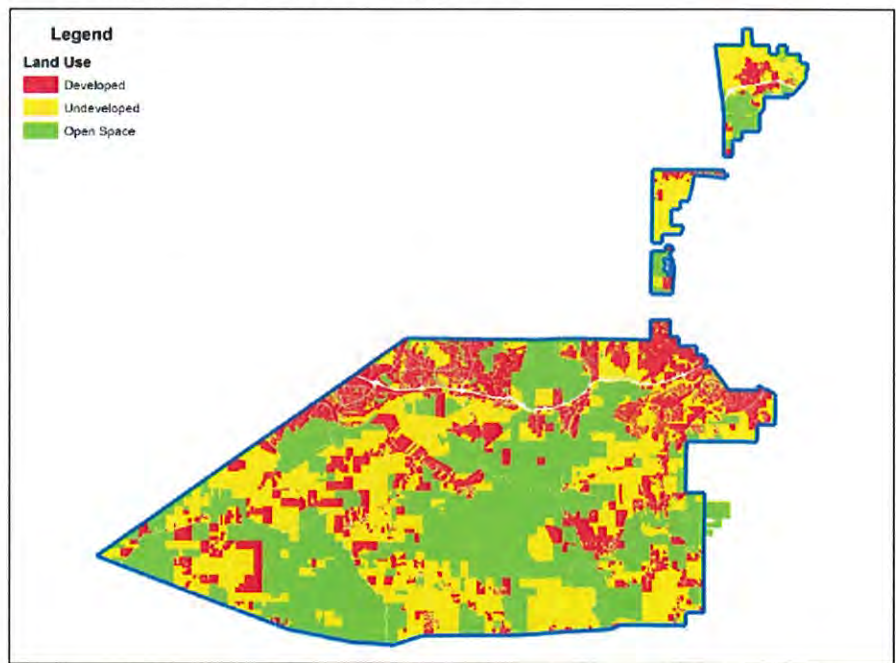
While not requested in the District's RFP, given the importance of reliable demand forecasts, we propose to develop a water demand model that will utilize the District's historical and current consumption data to perform a statistical analysis of current demands relative to historical conditions. To supply the demand assessment task and the development and loading of the hydraulic modeling task, an additional effort to link essentially all of the District's water accounts to an associated parcel will be performed. This separate digital submittal would be instrumental in supporting various demand management tasks for the District in the future including the ability to expeditiously adopt and implement account-level budget based rates based on unique parcel characteristics and demand patterns. While economic and other factors may influence demand, the focus of this analysis is to assess the influence of weather on water demands (specifically Evapotranspiration (ET)). Kennedy/Jenks will utilize its Demand Model to perform a regression analysis, designed to normalize the demand data from variations in weather factors and support demand evaluations of various alternative scenarios. The Demand Model statistical analysis evaluates

critical weather-related parameters such as precipitation, temperature, and ET, to normalize current demand data. To support this evaluation, we will perform a triangulation of available CIMIS station data to develop “unique” ET factors across the District’s service area, resulting in a “IsoET” layer that can be spatially attributed to all District parcels. Upon completion of this demand analysis, future demands can be projected for various weather induced scenarios based on defined statistical values under “normalized” current conditions. Our budget assumes that historical customer usage is available in a digital file format and land use categories represents a high percentage of the District’s demands.

Upon completion of the Demand Model in Task 1.2, various current and projected demands will be derived to support the master planning effort. These include current population and land use based factors and system Average Day Demands (ADD), Maximum Day Demands (MDD) and Peak Hour (PH) demands and peaking factors. These factors will be used in other modeling and other system evaluation tasks.

Task 1.3 Perform Demand Projections

Demand forecasting for the District’s 2010 Urban Water Management Plan was derived based on population estimates and the 2000 census data. Demand forecasting for the District’s 2007 Potable Water Master Plan was derived based on densities of land use overlays from each agencies served by the District. Demand projections for the 2013 Water Master Plan will be based on the normalized current demand data and extrapolated to future conditions based several inter-related elements. These include: population projections and changes in persons per household values for each agency served, updated General Plan/ Land Use Elements and/ or Specific Plans coverages, a general assessment of specific densifications and land use-intensification areas, agency specific and District policy on septic tank conversions, varying levels of demand offsets developed in the Recycled Water Master Plan, and other demand management programs programmed in the 2010 UWMP to meet SBx7-7 requirements. This information will be contrasted with the basis of future land use loadings contained in the current hydraulic model and



A parcel-by-parcel review of the undeveloped/open space areas will support the demand projection tasks.

adjusted as appropriate. This spatial demand-growth analysis approach will provide the District with a defensible process and definitive methodology that can be used for future planning efforts and provide a foundation for considering planning criteria and other strategic programs relating to recycling, conservation, non-revenue (unaccountable) water reductions, etc. We have assumed that District staff will provide current agency land use mapping data, and Consultant will develop up to three different demand scenarios to support a sensitivity analysis effort.

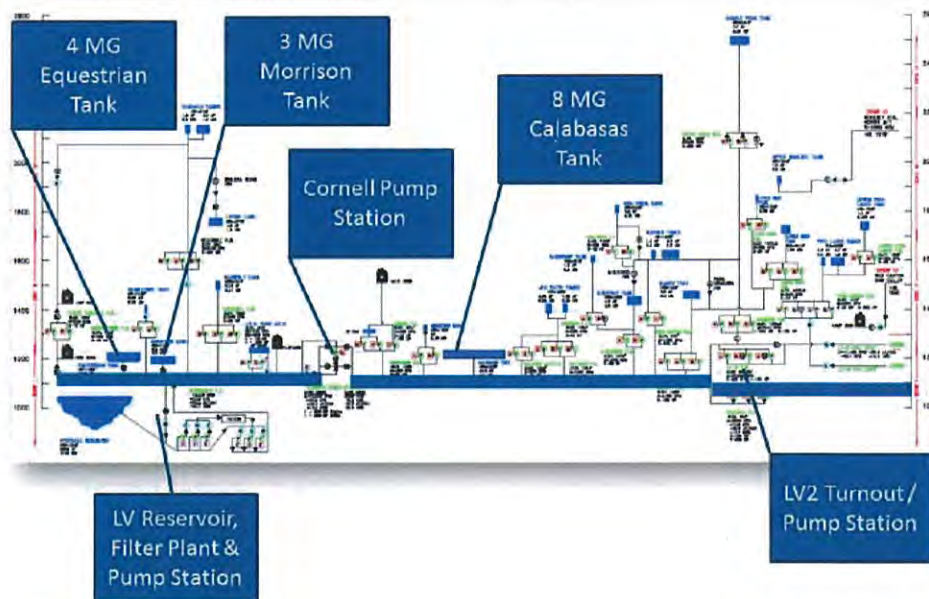
Task 1.4 Update Existing Hydraulic Model

Kennedy/Jenks will work closely with the District's staff to update the District's current Water Gems 2.0 model. Based on the data gathered from previous tasks, we will contrast the model with GIS to include all pipes not in the current model and refresh the model with changes in pipe diameter, age, material and other appropriate attributes. The updates will also include adding any feature updates and expansion of the water system, verifying operational settings and

system parameters provided by the District, addressing connectivity issues, developing demand sets and peaking factors based on District's billing data, and updating pump curves. Model demands will be updated for future scenarios based on the projections performed in previous tasks.

Model validation will be performed using SCADA data and running a steady state scenario to match model results with

the SCADA results for a selected time-frame. The results will be measured against pressure and hydraulic grade line (HGL) standards. We work with operations staff to assure system understanding, implement the resulting data in the hydraulic model, and refine model settings for further calibration as required.



The backbone system is a critical potable water system asset warranting a fresh hydraulic analysis.

Task 1.5 Perform Hydraulic System Analysis

Once the hydraulic model is updated and calibrated, it will be utilized to evaluate the District's system and recommend improvements. In consultation with the District, Kennedy/Jenks will utilize the District's system performance criteria to analyze the water system. These will include standard criteria used in the industry by various utilities such as pressure, fire flow, velocity, and headloss standards. Based on these analyses, improvements will be recommended to correct the system hydraulic deficiencies under current and future demand conditions. During the hydraulic analyses particular focus will be given to evaluating deficiencies in the Jed Smith, Seminole and Upper Oaks sub-systems. The analysis to be performed include:

Existing Conditions

- ♦ Maximum day extended period simulation with peak hour
- ♦ Maximum day with global fire flow analysis

Future Conditions

- ♦ Maximum day extended period simulation with peak hour
- ♦ Maximum day demands to provide 1250 gpm at 20 psi to all points in the system
- ♦ How to best use and refill the Las Virgenes reservoir
- ♦ Two additional emergency operations scenarios shall be run for MDD demands to assess MWDSC outages with and without LADPW (Kittridge) connection
- ♦ Consider evaluating up to two alternate sensitivity scenarios based on future demand sets

Task 1.6 Perform Pumping and Storage Evaluation

A water balance calculation will be performed to evaluate the water system production, storage and pumping requirements compared to the estimated future demands of each pressure zone. The water balance will incorporate the findings of the water resources plan, the hydraulic analysis, and the operational strategy and assess the adequacy of operational/emergency storage and pumping capacity.

Task 1.7 Develop Capital Improvement Program (CIP)

Kennedy/Jenks will recommend CIP projects for system improvements based on demand management, and hydraulic deficiencies as a result of the previous tasks. The CIP will be based on findings from the previous tasks and discussions with the District. It will be phased to incorporate the District's funding strategies and costs allocated between existing and future customers to support the District's customer development fee approach.

Task 1.8 Prepare Potable Water Master Plan Report

A draft Water Master Plan Update report which summarizes and documents the work developed during the master planning effort will be developed and submitted in a *.pdf file format for easy distribution by the District. The report will incorporate and integrate evaluations from the demand

management, supply management and hydraulic evaluation aspects and provide a comprehensive look at the District current conditions and future CIP recommendations. Based on comments received from the District, and discussion during the Draft Water Master Plan Update review meeting, a Final Water Master Plan Update will be prepared. Ten hard copies and one electronic copy in Adobe Acrobat (PDF) format will be provided.

As previously discussed, project management and meetings have been spread among the three project elements, and are included as a line item cost herein.

Task 2 – Recycled Water Master Plan

The 2013 Recycled Water System Master Plan will be updated to reflect existing system conditions, current recycled water demands with new projections, demand and supply comparisons, update of the hydraulic model, identification and evaluation of system improvements and future expansions. The Recycled Water Master Plan Update will be implementation-focused to guide the District's capital expenditures into the future. The following tasks will be included as part of this plan.

Task 2.1 Review Recycled Water Data

The consultant will use a variety of readily available information sources as a basis of the preparation of the Recycled Water Master Plan and obtain appropriate GIS data related to land use, vacant land, parcels, streets, digital contours, and water line coverage's from the District. Data acquisition and review will include review of seasonal storage reservoir reports, reservoir 2 alternative improvement study, billing data for current and potential future RW customers like Malibu GC, Woodland Hills GC etc., General Plan, atlas maps, topographic maps, most recent Urban Water Management Plan and Water Master Plan, current mapping of land use among others. SCADA data at peak demands conditions will also be reviewed for various reservoirs and pump stations facilities like Tapia Pump station, Reservoir 2, RWPS East and West, Cordillera Tank, Indian Hills Tank, Supplemental Facilities at Reservoir 2, Cordillera, and Morrison PS, Oak Park PS, Oak Park Reservoir, Westlake Wells, and the metering stations at La Venta, Oak Park, and Lake Sherwood extension.

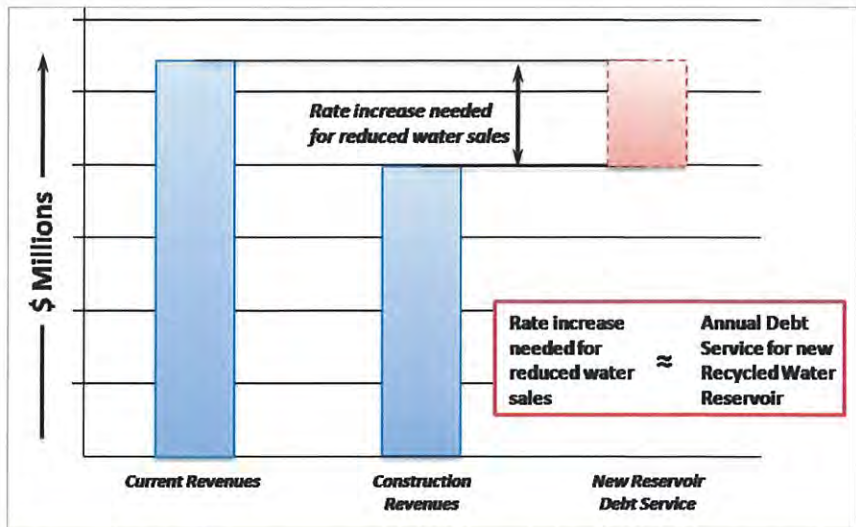
Task 2.2 Perform Market Assessment and Supply vs Demand Comparison

As part of this task, the current and future supply/demands at MDD and on an annual basis will be compared for various scenarios and combinations. The approach to this task is to develop a "bookend" of demands. The baseline projected demand conditions will be derived based on a modest organic increases in demands, which will occur from commercial and multi-family developments proximate to the distribution system. Aerial photos and land planning documents will be used to estimate these demands.

The 'aggressive' bookend future demand conditions will be derived based on several factors, but predominantly from new significant recycled water system extensions that would be required to serve new large customers/ areas (see task 2.4). In this demand assessment, we will reassess market

demands from current billing data, estimate new estimated residential demands from aerial photography to estimate front-yard acreage and demands, and derive new non-residential demands from discussions with other agencies and available demand data.

Supplemental water required from LVMWD system will be evaluated and incorporated into the potable water system demand analysis. Pumping and storage analysis will be performed by updating prior spreadsheet analysis to reflect latest demands and best forecast. Seasonal storage analysis will also be performed as part of this task. The working volumes needed for a seasonal storage reservoir, based on various scenarios, will be evaluated and a summary of the recommended volume will be provided based on these evaluations and findings.



In some cases, rate increases needed to offset reduced water sales from conservation or SBx7-7 compliance is comparable to the increase needed to build infrastructure, which has a better public message.

Task 2.3 Update Existing Recycled Water Hydraulic Model

We will work closely with the District’s staff to update the current RW model to the latest software version. Based on the data gathered from previous tasks, we will contrast the model with GIS to include all pipes not in the current model and refresh the model with changes in pipe diameter, age, material and other appropriate attributes. The updates will also include adding any expansion of the system, verifying operational settings and system parameters provided by the District, addressing connectivity issues, updating demand sets for ADD and MDD scenarios; diurnal patterns and peaking factors based on District’s billing data, and updating pump curves. Model demands will be updated for future scenarios based on the projections performed in previous tasks. Facility updates will include adding new pipes including the 24-inch pipeline on LV road, adding Oak Park and Lake Sherwood systems among others.

Task 2.4 Perform Recycled Water System Hydraulic Analysis

Once the model has been updated and validated, it will be used to evaluate the recycled water system. The hydraulic analysis will include system extension evaluations comparable to prior planning efforts for system extensions outside the JPA to the City of LA, City of Thousand Oaks, CalWater Service Company, and the Malibu Golf Course. We propose the following investigations:

- ◆ Perform hydraulic analysis and provide recommendations for pipe sizes and upgrades.
- ◆ Determine sources of supplemental water.
- ◆ Estimate cost of system extension and determine cost per AF of water supplied annually.

Residential Use Evaluation will also be carried out as part of the recycled water hydraulic analysis. Extensions to Hidden Hills, Upper Oaks, Foxfield Drive area, North Ranch, Old Agoura, and Medea Valley will be evaluated. We propose the following as part of this evaluation:

- ◆ Select pipeline routes based on assessment of hydraulic capacity, demands, and preliminary costs.
- ◆ Estimate cost of system extension and determine cost per AF of water supplied annually.

Task 2.5 Develop CIP

Based on our system evaluation and discussions with the staff on results of the analysis, we will recommend CIP projects for system improvements. In a broad sense, the CIP will be based on the overall strategy for the recycled water system relative to modest or aggressive water use and SBx7-7 compliance strategy. At the project or program level, it will incorporate the District's decisions related to new service area extensions, shoulder month storage, and other overall infrastructure improvements. Conceptual level cost and cost per acre-ft of RW delivered annually will be prepared using up-to-date unit costs taken from recent bids. A brief summary of the benefits and triggers for the RWMP will be provided.

Task 2.6 Prepare Recycled Water Master Plan Report

A draft Recycled Water Master Plan Update report which summarizes and documents the work developed during the master planning effort will be developed and submitted in a *.pdf file format for easy distribution by the District. The report will incorporate and integrate evaluations from previous studies, supply/demand comparisons, review of regulatory requirements, hydraulic evaluation aspects and provide a comprehensive look at the District current conditions and future CIP recommendations. Based on comments received from the District, and discussion during the Draft Recycled Water Master Plan Update review meeting, a Final Recycled Water Master Plan Update will be prepared. Ten hard copies and one electronic copy in Adobe Acrobat (PDF) format will be provided.

Task 2.7 Conduct Recycled Water Workshop Sessions

Workshops sessions will be an integral part of the three master plans. These will serve to facilitate key direction and decisions for the recycled water master plan. Many of these workshops will be held in conjunction with Potable MP workshops, if at all possible. Our workshop plan was previously discussed. Somewhat unique for the recycled water system, will be the need for meetings with LADPW, CalWater, and Thousand Oaks to discuss specific challenges and opportunities for recycled water use in their service areas.

Task 3 – Sanitation Plan

The focus of the Sanitation Plan is to project the magnitude of ultimate capacity required, evaluate the opportunities for improving operational efficiencies, reliability in the form of appropriate redundancy, and identify any general opportunities for improvements and incorporation of innovative technologies that might beneficially impact sanitation operation at the District. This task will leverage and update the Sanitation Master Plan Update 2008. The specific tasks are described below:

3.1 Update and Describe Existing Sanitation Facilities

Section 4 of the 2008 Master Plan Update includes descriptions of the existing sanitation facilities. We will work with the District to identify pertinent facility or operational changes that have occurred in the past nearly 5 years, such as the new third digester and cogeneration system at the Rancho Facility. We will prepare new descriptions of the existing, and designed, facilities that will leverage and expand on the 2008 Update write-ups to reflect the projected facility status in 2013.

3.2 Develop New Sanitation Growth, Flow and Loading Projections

Section 6 of the 2008 Update includes an analysis of District demographics reflective of conditions at the end of 2007. The flow data illustrated in Figure 1 of that update show a trend of decreasing per capita flow generation beginning in 2002 that has been observed throughout California. The projection for 2030 in that update considers the trend toward decreasing unit flow generation. Offsetting the trend of decreasing unit flows is the conversion of septic systems to service by the District.

The current project for design of a third digester included a detailed review of District flow and loading data for 2010 and 2011, prepared by the Kennedy/Jenks team and presented in Sections 1 and 2 of the Preliminary Design Report. We will use that data analysis in combination with the analysis presented in the 2008 Update, water demand, and wastewater discharge (including septic conversion) developed in the potable water plan to finalize the future wastewater flows and loadings projections. The impacts of increasing loading and increasing wastewater strength will be considered in this master plan.

3.3 Review of Future Permit Considerations

We will include a discussion of regulatory trends and changes for recent permit renewals in the region. We will also include an analysis of likely impacts of changes to the District's effluent discharge program. As an example, what is the potential for recycling all of the dry season effluent and what would be the impacts on the treatment system. As an example, 100% recycled would likely relieve the nutrient treatment requirements and reduce energy consumption.

3.4 Evaluation of Liquid Processes

Update the District's existing BioWin model with new influent data to simulate operation of Tapia with actual and projected influent characteristics. The model can be used to conveniently evaluate process capacity to handle projected loads. We will identify any liquid process deficiencies and the flows at which they occur.

3.5 Evaluation of Solids Processes

Most of the solids processing facilities, upstream of the compost facility were evaluated as part of the pre-design effort for the Third Digester Project. The findings of that evaluation were included in that Preliminary Design Report and will be leveraged for this update of the Master Plan. The focus of this task will be an evaluation of the Rancho Composting Facility and farm for disposal of the biosolids.

3.6 Evaluation of District's Conveyance System

The layout and sizing of the conveyance system will be evaluated hydraulically considering peak wet weather flows. We will also assess the potential impacts of low dry weather flows on possible sulfide generation and associated odor potential.

3.7 Identification of Deficiencies

In this task we will summarize the deficiencies that are identified during the evaluations of the wastewater collection and treatment plant liquid and solids processes. The key deficiencies will be described along with any key interactions among them.

3.8 Potential Innovative Improvements and CIP

Applicable new technologies that could be used to address the identified deficiencies or needs for additional capacity will be derived in this task. As an example, if more organic treatment capacity is identified, the Kennedy/Jenks team will consider the benefits of relatively inexpensive technologies like chemically enhanced primary treatment or primary effluent filtration to decrease load on an existing secondary system. This option could possibly be combined with sludge conditioning to satisfy the carbon needs of the BNR process.

Consistent with the other planning efforts, we will conduct and/or support various meetings and workshops with the District Staff and leadership to present the Sanitation findings and recommendations from the conveyance and liquid and solids process evaluations. We will discuss all of the identified deficiencies with District along with possible and innovative solutions. The goal in the workshop will be to gain consensus on a list of recommendations. Based on the findings of the previous tasks and discussions with the District, a CIP will be developed as part of this task.

3.10 Master Plan Report

A draft Sanitation Plan Update report which summarizes and documents the work developed during the previous tasks will be developed and submitted in a *.pdf file format for easy distribution by the District. The report will incorporate and integrate evaluations from previous studies, projected discharge requirements, review of regulatory requirements, derived current deficiencies, alternative technology opportunities, and future CIP recommendations. Based on comments received from the District, and discussion during the Draft Sanitation Plan Update review meeting, a Final Sanitation Plan Update will be prepared. Ten hard copies and one electronic copy in Adobe Acrobat (PDF) format will be provided.

Task 4 – Integrated Plan

Based on discussions with District staff, the Integrated Plan is essentially an executive summary of the three utility plans, with a correlating assessment of strategies and capital improvements such that the timing and interrelationship of these items are well documented. The scope of work for this task is: 1) meet with the District to review the three plans and prepare/submit a Draft integrated Plan Table of Contents. Integrate the District's comments and prepare a draft plan for review. Incorporate District comments and prepare a Final Integrated Plan.

Upon completion, prepare a brief summary report of the plan, in lay person's language, to support public understanding.

Task 5 – Modeling and GIS

The cornerstone principle of our project approach is to utilize the considerable experience and tools gained through the preparation of numerous master plans to effectively incorporate District's existing data, use alternative methods to supplement this information if needed, maximize its use, and validate its accuracy. Central to this effort is the effective use of the District's GIS databases and development of hydraulic analysis tools to help integrate this data to develop the three master plans. Kennedy/Jenks will work closely with the District's staff to update the current water and recycled water models. As previously discussed, the budget for the development and use of GIS and the hydraulic model is included in other core tasks of the master plans. The discussion that follows represents scope oriented activities associated with the use of modeling and GIS tools.

Proposed Software Improvements for Existing Model

Kennedy Jenks will work closely with the District's staff to update the current WaterGEMS 2.0 models to the latest WaterGEMS V8i version of the software. WaterGEMS is a comprehensive water distribution modeling application which can run within **ArcGIS, AutoCAD, and MicroStation environments and is used for various types of hydraulic analysis of the water systems including capacity, fire flow, energy optimization etc. While updating Kennedy Jenks will make sure the model attributes developed in the earlier version will be migrated to the latest version while maintaining the compatibility between the V2 and the V8i versions.**

Hydraulic distribution models are frequently used for the planning, design, and operational management of water distribution systems. The District mainly uses its potable system hydraulic model to run capacity and fire flow analysis to determine hydraulic deficiencies in the system and generate CIP based on the analyses. Nowadays, hydraulic models have also found applicability in areas like design, water quality, energy optimization, risk management, operation optimization among others. Once the District's model is updated, Kennedy/Jenks will use the model to perform both capacity and operational oriented evaluations.

Optional Task: Currently, the most prominent GIS-based hydraulic modeling software being used in the water industry are WaterGEMS (Bentley) and InfoWater (Innovyze). Both these software platforms are very robust and utilize comprehensive GIS-centric infrastructure modeling and analytical tools to evaluate system hydraulics. As stated above, our proposal is based on updating the District's WaterGEMS 2.0 model. However, should the District desire to utilize InfoWater we are equally comfortable in that modeling platform and can discuss the approach and budget for that additional effort, if required.

Use of District's GIS to Develop the Master Plans

The following section provides an overview of how the District's GIS will be used as part of hydraulic modeling to develop the three Master Plans:

Model Update to Correct Data Errors, Resolve Data Gaps for Existing Models. The development and update of the hydraulic models is an important element of the Master Plans as they will serve as integral components for evaluating system hydraulic reliability and providing necessary information for critical decision making. The digital information necessary to develop, update, load, and calibrate the hydraulic models is readily available in the District's GIS. A hydraulic model will seamlessly integrate the various GIS datasets of the District including facilities, parcels, land use, customer billings data etc.

After the existing software version has been updated, the current models will be contrasted with the GIS and other background data provided by the District. Effective use of the GIS data and analysis tools will assist in populating missing information and verifying critical elements in the model. Initially, GIS will serve to identify missing and inconsistent information in the model in comparison to the District's GIS database. Through its spatial analyst capabilities, GIS will be used to identify missing pipes, inconsistencies in the current model relating to diameter, spatial location etc. The models will then be updated to include missing feature and expansion of the water system and address other connectivity issues.

GIS Data Based Demand Loading and Projections. Following data review, GIS will be used extensively during the data assessment, model development, demand projection and system analysis tasks. Using the customer billing data, current water demands will be allocated to the junctions in the model by geocoding the water billing data to correlate metered usage data with County Assessor Parcel Number (APN), create a

linkage between parcels and the nearest water system modeling node in the water model. Integrating available Traffic Area Zone (TAZ) data into our future demand projections to spatially distinguish changes in residential and non-residential demands, querying assessor parcel data for unimproved valuation/zero value field to create a coverage of currently vacant parcels will further help to key in valuable details into the model. This information, in conjunction with digital GIS coverage of the General Plan Land Use, vacant land, areas of redevelopment, and changing potable water use characteristics provides the basis for spatially transforming today's water system demands to a representative condition of system demands at some future planning horizon.

Model Calibration using GIS Datasets. Once the hydraulic model is developed it is checked against field conditions through the calibration process. Using SCADA data and available fire flow tests, the model is fine tuned to reflect the field conditions for an extended period. The calibration process adds a high confidence level in the results of the hydraulic model to be used for system evaluation. The District's GIS data will prove to be valuable in determining the spatial location of the hydrants, identifying hot-spot areas to be tested, and understanding the hydraulics of the system by integrating the various datasets available.

System Analysis and CIP. After the model has been calibrated, it will be used to run current and future hydraulic simulations, to identify system deficiencies for storage, fire flow, pumping, capacity etc. and develop a list of improvement projects needed for the future. The District's land use/parcel level GIS data along with the hydrant information will be used to flag fire flow nodes for demand allocation and model runs. Facility datasets received as part of the GIS database will help define the operational settings for running the system under various operational conditions. Other GIS data like maintenance records, topographic information, etc. will be used to identify rehab and replacement programs. Coordinating the District's CIP with other agency activities can be provided as it will not only help save money but also minimize public inconvenience associated with construction activities.

Schedule

The schedule, included at the end of this section, shows our commitment to hit the ground running upon receipt of a Notice to Proceed. Our team is prepared to work on several tasks simultaneously and will implement our internal QA/QC program for every deliverable. We will keep this momentum throughout the course of the project to meet our commitments to the District.

Budget

In accordance with your request, we have prepared an estimate of the fee for services as reflected in our Scope of Work, which is included on the next page. The base level budget includes all appropriate markups and costs. Based on our understanding of the services to be provided and our scope of work provided herein, our estimated budget for the master planning services requested is \$297,550.

It should be noted that we have included several scope items that are beyond the level of effort associated with a typical “update” – in particular statistical demand analysis, future projection GIS development and coverages, and other related deliverables. As such, if we have misunderstood the District’s needs for these additional services, we can reduce our efforts on these task elements to a level commensurate with the District’s base-level budgeted value. We look forward to meeting with you to discuss the specific scoping elements of the project and finalize a budget that is consistent with your vision and is mutually agreeable for all parties. The associated fee estimate breakdown is attached hereto.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Las Virgenes Municipal Water District
 PROJECT Description: Potable Water, Recycled Water and Sanitation Master Plans
 Proposal/Job Number: 10/17/2012

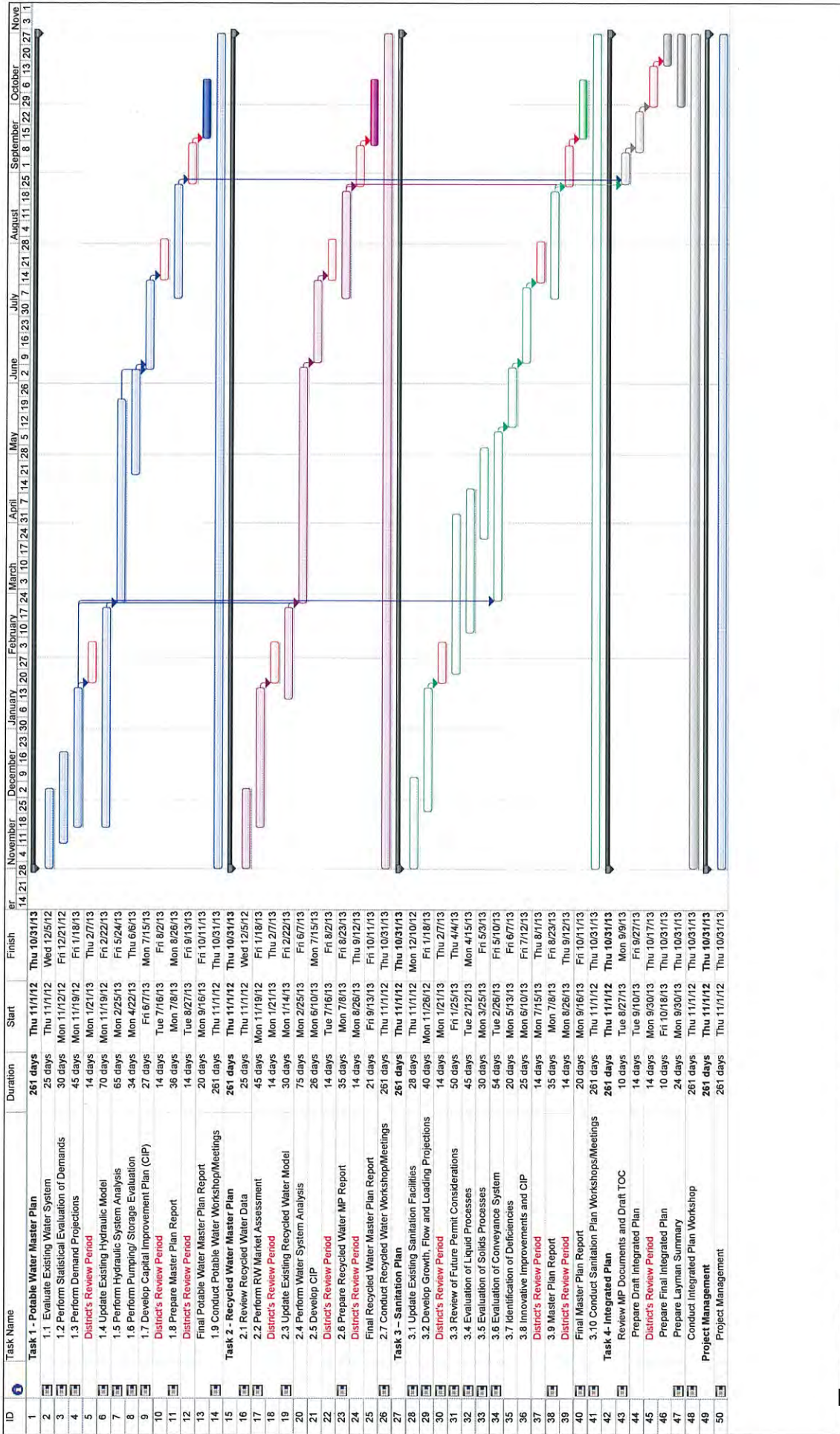
Classification:	Eng-Sc-9		Eng-Sc-8		Eng-Sc-6		Eng-Sc-5		Eng-Sc-3		Eng-Sc-2		CAD	Project Admin.	Total Hours	KJ Labor		Sub-Markup		ODCs		KJ Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses			
	2330	\$230	\$185	\$175	\$145	\$125	\$130	\$80	Fees	7%	Fees	7%				Fees	7%												
January 1, 2011 Rates (Modified)																													
Hourly Rate:																													
Task 1 - Potable Water Master Plan																													
1.1 Evaluate Existing Water System																													
1.1A Data Collection																													
1.1B Review Planning, GIS and Engineering Documents																													
1.1C System's Operational Review Meeting with District																													
1.2 Perform Statistical Evaluation of Historical/Current Demands																													
1.2A Review Water Billing Data																													
1.2B APN/Billing Linkage: Develop Demand Model																													
1.2C Perform Regression Analysis																													
1.2D Develop ET/ Water Use Factors																													
1.3 Perform Demand Projections																													
1.4 Update Existing Hydraulic Model																													
1.4A Update Facilities																													
1.4B Update Diurnal Patterns, Demands, Facility Curves, Operational Settings etc.																													
1.4C Validate Model against SCADA Data																													
1.5 Perform Hydraulic Analysis																													
1.5A Perform Existing System Analysis																													
1.5B Perform Future System Analysis																													
1.6 Perform Pumping and Storage Evaluation																													
1.7 Develop Capital Improvement Plan (CIP)																													
1.7A Summary of CIP Projects																													
1.7B Prioritize and Rank																													
1.7C Develop Conceptual Costs																													
1.8 Prepare Master Plan Report																													
1.8A Prepare Draft Report																													
1.8B Prepare Final Report																													
1.9 Conduct Potable Water MP Workshops/Meetings (6)																													
Potable Water MP - PM/OAQC																													
Task 1 - Subtotal	110	28	88	208	52	338	30	34	888	\$142,050	\$11,880	\$852	\$3,800	\$268	\$17,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Task 2 - Recycled Water Master Plan																													
2.1 Review Recycled Water Data																													
2.2 Perform Market Assessment & Supply vs. Demand Comparison																													
2.3 Update Existing Recycled Water Hydraulic Model																													
2.4 Perform Recycled Water System Analysis																													
2.5 Develop CIP																													
2.6 Prepare Recycled Water Master Plan Report																													
2.7 Conduct Recycled Water MP Workshops/Meetings (7)																													
Recycled Water MP - PM/OAQC																													
Task 2 - Subtotal	10	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	120	40	88	208	52	338	30	34	888	\$153,930	\$12,860	\$852	\$3,800	\$268	\$17,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Las Virgenes Municipal Water District
 PROJECT Description: Potable Water, Recycled Water and Sanitation Master Plans
 Proposal/Job Number: 10/12/2012

Classification:	Hourly Rate:	Project Admin.										Total Hours	KJ Labor	Fees	Sub HDR	KJ Sub-Markup	Fees	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses	
		Eng-Sci-9	Eng-Sci-8	Eng-Sci-6	Eng-Sci-5	Eng-Sci-3	Eng-Sci-2	CAD	Project Admin.	Total	Hours													
January 1, 2011 Rates (Modified)																								
Task 3 - Sanitation Plan																								
3.1 Update/Describe Existing Sanitation Facilities																								
3.2 Develop New Sanitation Growth, Flow and Loading Projections																								
3.3 Review of Future Permit Considerations																								
3.4 Evaluation of Liquid Processes																								
3.5 Evaluation of Solids Processes																								
3.6 Evaluation of Conveyance System																								
3.7 Identification of Deficiencies																								
3.8 Potential Innovative Improvements and CIP																								
3.9 Master Plan Report																								
3.10 Conduct Sanitation Plan Workshops/meetings (not specified above) (4)																								
Sanitation Plan - PM/QA/QC																								
Task 3 - Subtotal																								
Task 4 - Integrated Plan																								
Master Plan Documents review and Draft TOC																								
Prepare Draft Integrated Plan																								
Prepare Final Integrated Plan																								
Prepare Layman's Summary																								
Conduct Integrated Plan Workshop																								
Task 4 - Subtotal																								
All Phases Total																								



ITEM 8A



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Metropolitan Water District - Amended and Restated Purchase Order for System Water

SUMMARY:

On October 9, 2012 the Metropolitan Water District of Southern California (Metropolitan) amended and restated the form of member agency Purchase Orders and authorized the amendment to section 4122 of their administrative code affecting purchase order baseline calculations.

Each member agency with an existing Purchase Order may execute an Amended and Restated Purchase Order to extend the term to December 31, 2014.

RECOMMENDATION(S):

Authorize the General Manager to execute the Metropolitan Water District of Southern California's Amended and Restated Purchase Order for System Water.

FINANCIAL IMPACT:

The amended Purchase Order Tier 1 limit for calendar year 2013 is 20,698 acre feet. The average annual water purchased by the District from Metropolitan (2003-2012) is 22,612 acre feet per year. The highest annual purchased water during the same ten year period was 26,856 acre feet in 2008.

There is no significant financial impact if the Purchase Order is executed. Tier 1 and Tier II water purchases from Metropolitan are accounted for in the District's 2012 utility rate study and in the District's fiscal year 2012-13 annual budget.

If the restated Purchase Order is not approved by the District, there will be significant financial implications as the District's calendar year 2013 Tier 1 limit will be reduced to 13,799 acre feet (Exhibit 3, column 4).

DISCUSSION:

Metropolitan currently has Purchase Orders with 23 of its member agencies. The agreements are due to expire on December 31, 2012. Each member agency (that has an existing purchase order) may execute an Amended and Restated Purchase Order by December 31, 2012. The Amended and Restated Purchase order (Exhibit 1, attached) includes the following elements:

1. Extension of the term of the Purchase Order for two years - to December 31, 2014;
2. Amendment to certain definitions aligning the Purchase Orders with water programs implemented since the 2002 (including the phase-out of the Interim Agricultural Water Program and related adjustment to each agency's Tier 1 limit);
3. Adjustment to member agency Purchase Orders Commitment (total water purchased) to reflect the additional two year term of the agreement.

Exhibit 1 is the Amended and Restated Purchase Order approved by the Metropolitan Board on October 9, 2012.

ITEM 8B

Exhibit 2 shows the changes to section 4122 of the Metropolitan Water District's Administrative Code with language providing for the two year extension of the Purchase Orders.

Exhibit 3 shows Metropolitan member agency's calendar year 2013 Tier 1 Limit with and without a Purchase Order, and the Purchase Order Commitment for the 23 member agencies if they execute the Amended and Restated Purchase Order.

Prepared By: Doug Anders, Administrative Services Coordinator

ATTACHMENTS:

[Exhibit 1 - Amended and Restated Purchase Order](#)

[Exhibit 2 - Metropolitan Administrative Code Modification](#)

[Exhibit 3 - 2013 Tier 1 Limit and PO Commitment](#)

**AMENDED AND RESTATED
PURCHASE ORDER FOR SYSTEM WATER TO BE PROVIDED BY
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

PURCHASER: LAS VIRGENES MUNICIPAL WATER DISTRICT	TERM 12 years
INITIAL BASE FIRM DEMAND: 22,850.5 acre-feet	EFFECTIVE DATE: January 1, 2003
INITIAL TIER 1 ANNUAL MAXIMUM: 20,565.5 acre-feet	
PURCHASE ORDER COMMITMENT: 164,524.0 acre-feet	

Definitions of capitalized terms used in this Purchase Order are provided in Attachment 1. Terms used in this Purchase Order and not defined in Attachment 1 are defined in Metropolitan's Administrative Code.

COMMITMENT TO PURCHASE.

In consideration of Purchaser's commitment to purchase System Water pursuant to this Purchase Order, Metropolitan agrees to sell such System Water to Purchaser at the Tier 1 Supply Rate each year in an amount up to the Tier 1 Annual Maximum. System Water sold to Purchaser (excluding deliveries of interruptible water, including but not limited to the Interim Agricultural Water Program, Long-Term Seasonal Storage Service and Replenishment Service) in an amount greater than the Tier 1 Annual Maximum shall be sold to the Purchaser at the Tier 2 Supply Rate. In connection with the receipt of System Water, the Purchaser also agrees to pay all other applicable rates and charges, as established by Metropolitan from time to time in accordance with Section 4304 of the Administrative Code. The rates and charges applicable to System Water as of the Effective Date are shown in Attachment 2.

Purchaser agrees to purchase System Water from Metropolitan during the Term in an amount (excluding deliveries of interruptible water, including but not limited to the Interim Agricultural Water Program, Long-Term Seasonal Storage Service and Replenishment Service) not less than the Purchase Order Commitment.

Purchaser recognizes and agrees that Metropolitan has relied and will, during the term of this Purchase Order, rely on this commitment by Purchaser in setting its rates and charges, planning and providing its capital facilities and developing its water supply, management and reliability programs. If Purchaser's applicable System Water purchases during the Term are less than the Purchase Order Commitment, Purchaser agrees to pay Metropolitan an amount equal to the difference between the Purchase Order Commitment and Purchaser's applicable System Water purchases during the Term times the average of the Tier 1 Supply Rate in effect during the Term. The Purchaser agrees to pay such amount to Metropolitan within the next regular billing cycle following the reconciliation of all certifications for special programs that the Purchaser may participate in (e.g. Interim Agricultural Water Program, Long-term Seasonal Storage Service). The Purchaser may elect to pay such amount in twelve equal monthly

payments over the course of the next twelve months beginning with the first regular billing cycle following the reconciliation of all outstanding certifications for special programs. If the Purchaser elects to pay such amount over the course of the next twelve months following the regular billing cycle any outstanding balance shall bear interest at Metropolitan's then current investment portfolio average yield. All other amounts payable under this Purchase Order shall be billed and paid in accordance with the Administrative Code.

The Purchaser further recognizes that this Purchase Order is entered into for the direct benefit of the holders and owners of Metropolitan's Bonds issued from time to time under the Act and the Bond Resolutions, and the income and revenues derived from this Purchase Order will be pledged for the purposes set forth in the Bond Resolutions, including the payment of principal of and interest on such Bonds.

RENEWAL:

Prior to but not later than December 31, 2010, the Purchaser may provide a non-binding written notice to Metropolitan of the Purchaser's determination to extend this Purchase Order. Upon the receipt of such notice, the Board of Directors of Metropolitan (the "Board") shall determine whether Metropolitan will continue to provide System Water to member agencies by Purchase Order. If the Board so determines, the Purchaser and Metropolitan shall amend this Purchase Order to include an extended term and/or to include such other terms and conditions as may be mutually agreed by the parties. If the Purchaser elects not to renew this Purchase Order it will terminate upon the expiration of the Term.

WATER SERVICE:

Conditions of water service by Metropolitan to the Purchaser, including but not limited to (i) delivery points, (ii) water delivery schedules, and (iii) water quality, will be determined in accordance with Chapter 5 (Section 4500 through 4514, inclusive, as applicable) of Metropolitan's Administrative Code.

In accordance with its Administrative Code, Metropolitan shall use its reasonable best efforts to supply System Water in the quantities requested by the Purchaser, but is not obligated to dedicate any portion of System capacity for the conveyance, distribution, storage or treatment of System Water for the benefit of the Purchaser or any other member agency. Metropolitan shall use its reasonable best efforts to deliver the Firm Demand when needed by the Purchaser during the Term; provided however, there shall be no default under this Purchase Order if Metropolitan fails to deliver water to the Purchaser in accordance with any such schedule of deliveries during the Term.

By execution of this Purchase Order, the Purchaser recognizes and agrees that it acquires no interest in or to any portion of the System or any other Metropolitan facilities, or any right to receive water delivered through the System, excepting the right to purchase up to Purchaser's Tier 1 Annual Maximum at the Tier 1 Supply Rate provided that System Water is available. This Purchase Order governs pricing of the System Water delivered to the Purchaser pursuant to this Purchase Order and does not confer any entitlement to receive System Water.

System Water provided to the Purchaser under the terms of this Purchase Order shall be subject to reduction in accordance with the shortage allocation provisions of the Water Surplus and Drought Management Plan (the "WSDM Plan") or other such policies and principles governing the allocation of System Water as adopted by the Board.

In the event that Metropolitan's Board determines to reduce, interrupt or suspend deliveries of System Water, any outstanding balance of the Purchase Order Commitment at the end of the Term shall be reduced by the reduction in System Water made available to the Purchaser under this Purchase Order.

MISCELLANEOUS:

This Purchase Order will be interpreted, governed and enforced in accordance with the laws of the State of California.

This Purchase Order will apply to and bind the successors and assigns of the Purchaser and Metropolitan.

No assignment or transfer of the rights of the Purchaser under this Purchase Order will be valid and effective against Metropolitan or the Purchaser without the prior written consent of Metropolitan and the Purchaser.

If at any time during the Term, by reason of error in computation or other causes, there is an overpayment or underpayment to Metropolitan by the Purchaser of the charges provided for under this Purchase Order, which overpayment or underpayment is not accounted for and corrected in the annual re-determination or reconciliation of said charges, the amount of such overpayment or underpayment shall be credited or debited, as the case may be, to the Purchaser. Metropolitan will notify the Purchaser in writing regarding the amount of such credit or debit, as the case may be. In no case will credits or debits for charges provided for under this Purchase Order be administered beyond the limit for billing adjustments as specified in Metropolitan's Administrative Code.

IN WITNESS WHEREOF, this Amended and Restated Purchase Order is executed by the duly authorized officers of the Metropolitan Water District of Southern California and Las Virgenes Municipal Water District, as of December __, 2012.

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

LAS VIRGENES MUNICIPAL WATER
DISTRICT

By: _____
Jeffrey Kightlinger
General Manager

By: _____
[Title] _____

APPROVED AS TO FORM AND CONTENT:

General Counsel

General Counsel

By: _____

By: _____

Attachment 1
Amended and Restated Purchase Order for System Water
DEFINITIONS

“Act” means the Metropolitan Water District Act, California Statutes 1969, Chapter 209, as amended and supplemented from time to time.

“Base Firm Demand” means the greater of (i) the Initial Base Firm Demand Post IAWP or (ii) the ten-year rolling average of the Purchaser’s Firm Demand, measured on a fiscal year basis.

“Bonds” means water revenue bonds or notes issued under the Bond Resolutions.

“Bond Resolutions” means Resolution No. 8329 or Resolution No. 8322, both as amended and supplemented, or any other resolution authorizing the issuance of bonds, notes or other obligations secured by Metropolitan’s water sales revenues.

“Effective Date” means the effective date of this Purchase Order as specified above.

“Firm Demand” means the Purchaser’s purchases of non-interruptible System Water supplies, including full service, seasonal shift, Conjunctive Use Program, Surface Storage Operating Agreement water, Recharge and Recovery Operating Agreement water, or any other water program deemed to be a firm delivery of water.

“Initial Base Firm Demand” means the Purchaser’s highest annual Firm Demand on Metropolitan in any fiscal year during the period from fiscal year 1989/90 through fiscal year 2001/02. In accordance with procedures set forth in Metropolitan’s Administrative Code, the Initial Base Firm Demand will be revised to reflect certified and verified deliveries under the Interim Agricultural Water Program and Long-term Seasonal Storage Service Program as such certifications affect the Initial Base Firm Demand.

“Initial Base Firm Demand Post IAWP” means the Purchaser’s highest annual delivery of water from the District, excluding water delivered under Long-Term Seasonal Storage Service and other deliveries of interruptible water but including Interim Agricultural Water Program deliveries, during any fiscal year from fiscal year 1989/90 through fiscal year 2001/02.

“Metropolitan” means The Metropolitan Water District of Southern California.

“Purchase Order Commitment” means 60% of the Initial Base Firm Demand times 12. Deliveries of System Water made under the Interim Agricultural Water Program and Long-Term Seasonal Storage Service will not count toward the Purchase Order Commitment.

“Purchase Order” means this Amended and Restated Purchase Order for System Water.

“Purchaser” means the member public agency specified above, a duly organized [city/water district/county water authority] of the State of California.

“System” means the properties, works and facilities of Metropolitan necessary for the supply, development, storage, conveyance, distribution, treatment or sale of water.

“System Water” means water supplies developed by Metropolitan and delivered to the Purchaser through the System or other means (e.g. conjunctive use storage).

“Term” means the term of this Purchase Order as specified above.

“Tier 1 Annual Maximum” means an amount equal to 90% of the Base Firm Demand.

“Tier 1 Supply Rate” means Metropolitan’s per-acre-foot Tier 1 Supply Rate, as determined from time to time by Metropolitan’s Board of Directors. The initial Tier 1 Rate is \$73/AF.

“Tier 2 Supply Rate” means Metropolitan’s per-acre-foot Tier 2 Supply Rate, as determined from time to time by Metropolitan’s Board of Directors. The initial Tier 2 Rate is \$154/AF.

“Water Surplus and Drought Management Plan (WSDM)” means Metropolitan’s policy and procedures for managing supplies and drought conditions as adopted by the Board from time to time.

Attachment 2
Amended and Restated Purchase Order for System Water
RATES AND CHARGES

	Effective January 1, 2013	Effective January 1, 2014
Tier 1 Supply Rate (\$/AF)	\$140	\$148
Tier 2 Supply Rate (\$/AF)	\$290	\$290
System Access Rate (\$/AF)	\$223	\$243
System Power Rate (\$/AF)	\$189	\$161
Water Stewardship Rate (\$/AF)	\$41	\$41
Full Service Untreated Rate (\$/AF):		
Tier 1	\$593	\$593
Tier 2	\$743	\$735
Treatment Surcharge (\$/AF)	\$254	\$297
Full Service Treated Rate (\$/AF):		
Tier 1	\$847	\$890
Tier 2	\$997	\$1,032
Readiness-to-Serve Charge (\$ millions)	\$142	\$166
Capacity Charge (\$/cfs)	\$6,400	\$8,600

§ 4122. Base Firm Demand; Initial Base Firm Demand.

“Base Firm Demand” shall mean the greater of a) the member agency’s Initial Base Firm Demand or b) the member agency’s ten-fiscal year rolling average of deliveries of water from the District for the most recent ten fiscal year period, excluding, in either case, water delivered under Long-Term Seasonal Storage Service or Replenishment Service, whichever is applicable, and Interim Agricultural Water Program Service, and “Initial Base Firm Demand” shall mean the member agency’s highest annual delivery of water from the District, excluding water delivered under Long-Term Seasonal Storage Service, Interruptible Service, and Interim Agricultural Water Program Service, during any fiscal year from fiscal year 1989/90 through fiscal year 2001/02.

Effective as of January 1, 2013, “Base Firm Demand” shall mean the greater of a) the member agency’s Initial Base Firm Demand Post IAWP or b) the member agency’s ten-fiscal year rolling average of deliveries of water from the District for the most recent ten fiscal year period, excluding water delivered under Interim Agricultural Water Program Service and any other non-firm water delivery, and “Initial Base Firm Demand Post IAWP” shall mean the member agency’s highest annual delivery of water from the District, excluding water delivered under the Long-Term Seasonal Storage Service and Interruptible Service programs but including water delivered under Interim Agricultural Water Program Service, during any fiscal year from fiscal year 1989/90 through fiscal year 2001/02.

2013 Tier 1 Limit and 2003-2014 Purchase Order
Commitment

Member Agency	2013 BFD	CY 2013 Tier 1 limits with PO	CY 2013 Tier 1 limits w/o PO	Calendar Year 2003-2014 PO Commitment
Anaheim	24,711	22,240	14,827	177,921
Beverly Hills	14,867	13,380	8,920	107,042
Burbank	18,152	16,336	10,891	130,692
Calleguas	122,498	110,249	73,499	830,404
Central Basin	80,401	72,361	48,241	578,886
Compton *	5,620	NA	3,372	
Eastern	94,101	84,691	56,461	605,597
Foothill	12,219	10,997	7,331	87,975
Fullerton	12,554	11,298	7,532	90,387
Glendale	29,135	26,221	17,481	209,771
Inland Empire	66,436	59,792	39,861	478,017
Las Virgenes	22,998	20,698	13,799	164,524
Long Beach	43,857	39,471	26,314	315,772
Los Angeles	338,855	304,970	203,313	2,439,758
MWDOC	253,478	228,130	152,087	1,783,393
Pasadena	23,533	21,180	14,120	169,436
San Diego CWA	653,224	587,902	391,934	4,011,085
San Fernando *	1,050	NA	630	
San Marino*	1,998	NA	1,199	
Santa Ana	13,476	12,129	8,086	97,029
Santa Monica	12,344	11,109	7,406	88,875
Three Valleys	78,304	70,474	46,982	563,197
Torrance	23,297	20,967	13,978	167,736
Upper San Gabriel	19,031	17,128	11,418	132,093
West Basin	174,304	156,874	104,583	1,254,990
Western MWD	94,566	85,110	56,740	470,149
TOTAL	2,235,008	2,003,707	1,341,005	

* Compton, San Fernando, and San Marino do not have Purchase Orders



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Ratification of Purchase Order to Toro Enterprises, Inc. for an Emergency Fire Hydrant Repair at 28270 Roadside Drive

SUMMARY:

On the morning of October 29, 2012, staff was notified of the breakage of a fire hydrant at 28270 Roadside Drive in Agoura Hills. The fire hydrant broke underground and undermined the surrounding soil material, which caused the existing curb, gutter, sidewalk, and a section of roadway pavement to cave in. Staff has determined the breakage was caused by gradual settlement of soil in the area that caused a 90 degree slip on fitting connected to the fire hydrant to fail. Staff is proposing to use restrained joints for the repair. Additionally there is existing broken sidewalk, curb, and gutter that extends 15 feet beyond the area damaged by the broken fire hydrant. In order to avoid substandard repair to the street by leaving the existing broken sidewalk as-is, staff solicited three quotes for repair of both the area damaged by the fire hydrant and the adjacent existing broken sidewalk area.

	Fire Hydrant Damage	Existing Damage	Total
Toro Enterprises, Inc.	\$21,437	\$7,652	\$29,418
R-Help Construction	\$27,125	\$9,575	\$36,700
New Turf Construction	\$28,950	\$18,550	\$47,500

After meeting with City of Agoura Hills staff, it was agreed that repairs to both the fire hydrant area and the existing broken sidewalk area are needed in order to provide a safe roadway and pedestrian sidewalk to the public. The City of Agoura Hills will waive its permit, traffic plan check, and inspection fees (estimated \$2,500) for this project to help offset the additional cost to repair the existing broken sidewalk. In order to restore a safe roadway and the sidewalk as quickly as we can, staff issued a Purchase Order to Toro Enterprises, Inc. for the amount of \$29,418 to provide emergency repair work.

RECOMMENDATION(S):

Ratify the purchase order for the emergency repair cost to the fire hydrant and surrounding area at 28270 Roadside Drive in the amount of \$29,418 to Toro Enterprises, Inc.

FINANCIAL IMPACT:

The repair is funded by account number 101700.5515, Potable Water Distribution System Outside Services. No additional appropriation is needed.

Prepared By: Megan Trott, Junior Engineer



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Las Virgenes Reservoir - 32603 Torchwood Place, Westlake Village; Cordillera Tank - 25101 Parkway Calabasas, Calabasas: Communication Site Lease Agreement Transfers

SUMMARY:

Staff is recommending issuance of acknowledgment and consent of the written request to T-Mobile for the transfer of two cellular site lease agreements to T-Mobile Tower West LLC.

RECOMMENDATION(S):

Direct the General Manager to provide written consent to T-Mobile for the requested transfer of cellular site leases from T-Mobile to T-Mobile Tower West LLC.

FINANCIAL IMPACT:

No fiscal impact is anticipated from the recommended action.

DISCUSSION:

T-Mobile would like to "Assign" or sub-lease two cellular site lease agreements to T-Mobile Tower West LLC. The existing agreements with T-Mobile are:

1. Site ID SV00591A - Cordillera Tank (attached)
2. Site ID SV12281A - Westlake Reservoir (attached)

Both of the agreements contain the following language regarding assignment:

"13. Assignment. Lessee shall not have the right to sublease or assign its rights under this Lease without notice to or the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee shall have right to sublease or assign its rights under this Lease to any of its subsidiaries, affiliates, or successor legal entities, or to any entity acquiring substantially all of the assets of Lessee or Lessee's FCC license, without prior notice to or the consent of Lessor."

According to the transmittal from T-Mobile, T-Mobile Tower West LLC will remain the owner of the rights, title and interest to the site(s).

Prepared By: Doug Anders - Administrative Services Coordinator

ATTACHMENTS:

[Westlake Reservoir](#)

[Cordillera](#)



T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

SENT BY CERTIFIED MAIL

Las Virgenes Municipal Water District
4232 Las Virgenes Rd
Calabasas, CA 91302-3589

October 11, 2012

T-Mobile Site ID: SV12281A

Re: The lease for the premises located at or about 32603 U Torchwood Pl ****, Westlake Village, CA 91361 (the "Lease"), and the transfer of the Lease to T-Mobile Tower West LLC

Dear Landlord:

On September 28, 2012, T-Mobile USA, Inc., ("T-Mobile") entered into a Master Agreement ("Master Agreement") with Crown Castle International Corp., ("Crown") regarding Crown's management and operation of the T-Mobile tower portfolio, which your site is a part of.

T-Mobile expects this transaction with Crown to close approximately at the end of November, 2012. Pursuant to the terms of the Master Agreement, T-Mobile will, at Closing, transfer the Lease to T-Mobile Tower West LLC. T-Mobile Tower West LLC will grant Crown the right to manage and operate the site at the above premises by entering into a master lease (basically a sublease). T-Mobile Tower West LLC will remain the owner of the rights, title and interest in and to this site. Additionally, T-Mobile will continue to maintain its communications facilities on the site.

This letter asks that you please confirm your consent to the master lease with Crown, as it relates to this Lease, by signing this letter and returning it in the enclosed self-addressed envelope. T-Mobile/Crown will then send you a follow-up letter with further details around the time of Closing.

Thank you for your prompt attention to this matter. If you have any questions about this request, please e-mail us at propertymanagement@t-mobile.com.

Sincerely,

Allan Tantillo
Director, Titan Towers

Acknowledged and Consented:

By: _____
Authorized Signatory

Print Name: _____

Date: _____

ITEM 8D

Copy to:

Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas CA 91302-1994

WV SV 12281A

COMMUNICATIONS SITE LEASE AGREEMENT

As of JUNE 9, 2010, T-Mobile West Corporation ("Lessee") and Las Virgenes Municipal Water District ("Lessor") agree as follows:

1. **Premises.** Lessor leases to Lessee that portion of Lessor's Property depicted in Exhibit "A", including applicable easements for access and utilities (the "Premises").

2. **Use.** Lessee may use the Premises for lawful activity in connection with mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of communications facilities.

3. **Conditions Precedent.** Performance by Lessee is conditioned upon (i) satisfactory results of Tests (as defined in Section 6(a) below), (ii) a good faith determination by Lessee of the suitability of the Premises in its sole discretion, including but not limited to an environmental inspection of Lessor's Property and adjacent property, and (iii) approval and issuance of governmental approvals and permits to enable Lessee to construct and operate mobile/wireless communications facilities on the Premises. Lessor shall cooperate with Lessee in making application for licenses, permits and other approvals required for Lessee's use of the Premises. If the conditions of this Section 3 have not been satisfied within 90 days after the date first above written, upon payment of \$900.00 to Lessor, Lessee shall be granted an additional 90 days in which to comply with the terms of this Section 3. If the conditions of this Section 3 have not been satisfied within 180 days after the date first above written, this Lease will not commence.

4. **Term.** The initial term of this Lease ("Initial Term") shall be ten (10) years commencing with the issuance of a permit allowing Lessee to construct its facilities on the Premises ("Commencement Date"). This Lease will automatically be renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

5. **Rent.** Beginning on the Commencement Date, Lessee shall pay Lessor, as rent, the sum of \$1,800.00 ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor. Rent shall be increased annually on each January 1st to reflect increases in the Consumer Price Index Urban Wage Earners and Clerical Workers - Los Angeles, Anaheim, Riverside (CPI). If the Index is discontinued or changed so it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable government index. In no event shall the annual rental increase following such adjustment be more than five percent (5%).

If the Commencement Date is other than the first day of a calendar month, Lessee shall pay on the first day of the Initial Term the prorated Rent for the remainder of the calendar month in which the Initial Term commences. Thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

Lessor, its successor, assigns, and/or designee, if any, will submit to Lessee an IRS Form W-9.

6. **Improvements: Access.**

(a) Prior to the Commencement Date Lessee may enter the Premises to inspect, survey (and soil test where applicable) and test (collectively "Tests") to determine the suitability of the Premises and to prepare for the construction of Lessee's Facilities. During Tests or pre-construction work, Lessee will have insurance as set forth herein. Lessee will notify Lessor of proposed Tests or pre-construction work and will coordinate the scheduling with Lessor.

(b) Lessee may construct, maintain and operate on the Premises only those radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities") reasonably approved by Lessor

pursuant to the Plan Approval process below. Lessee's Facilities are depicted in Exhibit "B". Lessee may do work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to alter, replace, enhance or upgrade its equipment as long as such modification is within the Premises. Lessee may install warning signs, as approved by Lessor or required by laws, deemed necessary on or about the Premises. Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and equipment placed on the Premises by Lessee shall be held by Lessee. Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee shall remove Lessee's Facilities at its sole expense within 90 days of the expiration or termination of this Lease.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor has easement rights of ingress to and egress from the Premises, and may not be able to grant such rights to Lessee. Lessee shall secure, at Lessee's expense, easement rights to access the Premises.

(d) Lessee may install utilities, at Lessee's expense, and improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power), as reasonably approved by Lessor. Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed, Lessee may place utilities on (or to bring utilities across) Lessor's Property as depicted in Exhibit "B" to service the Premises and Lessee's Facilities. On Lessee's request, this Lease will be amended to include leasehold rights across the contiguous property owned by Lessor.

(e) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(f) Upon the expiration, cancellation or termination of this Lease, Lessee shall remove improvements installed by Lessee and surrender the Premises to Lessor in good condition, less ordinary wear and tear.

(g) **Plan Approval.** Prior to commencing initial construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans ("Plans"), which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) working days of Lessor's receipt of Lessee's Plans. Lessor shall not be entitled to additional consideration in exchange for approval of Lessee's Plans.

7. Interference with Communications. Lessee's Facilities shall not disturb the equipment and improvements installed by third parties prior to the date of this Lease on Lessor's Property. Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor may improve its communications equipment as necessary to meet Lessor's obligation to its customers, but Lessor shall use best efforts to avoid any interference with Lessee's Facilities. Lessor shall require future tenants, licensees, or occupants using Lessor's Property for the operation of wireless communications facilities to obtain Lessee's prior written consent, which consent may not be unreasonably withheld. Pre-existing communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. Taxes. Lessee shall pay taxes assessed against Lessee's Facilities, including possessory interest taxes upon receiving proper documentation. Lessee has the right to challenge unreasonable assessment to the tax authority.

9. Termination. Lessee may terminate this Lease at any time with thirty (30) days prior notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Lessee's Facilities, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Property or authority to enter into this Lease, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Premises. Upon termination, Lessor will retain all prepaid Rent unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default. Lessor may

terminate this Lease without further liability on thirty (30) days prior written notice if Lessee defaults on a Lease covenant, condition or term that is not cured within sixty (60) days of receipt of written notice of default. Five (5) years after the Commencement Date, Lessor may terminate this Lease with eighteen (18) months advance written notice to Lessee if Lessor reasonably determines that the requirements of its customers necessitate use of the Premises in a manner that requires Lessee to vacate the Premises, and if relocation of Lessee's Facilities pursuant to paragraph 18 below cannot resolve the customers' requirements prompting Lessor's termination.

10. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, rights and obligations of parties that do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

If Lessee elects to continue this Lease, Lessee shall continue to pay Rent and may, if necessary, place a temporary cell on wheels on the Property to maintain its operation provided such operations shall comply with the requirements of the Lease and do not interfere with Lessor's ability to operate the site.

11. Condemnation. If a condemning authority takes all of Lessor's Property, or a portion that in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In a condemnation proceeding, each party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, such limit may be satisfied by a combination of primary and umbrella policies, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers' Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance.

(b) Lessee shall have the right to self-insure with respect to any of the above insurance. Should Lessee desire to self-insure Lessee shall provide Lessor a certificate of self-insurance in the amounts as stated under 12. (a)

13. Assignment. Lessee shall not have the right to sublease or assign its rights under this Lease without notice to or the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee shall have right to sublease or assign its rights under this Lease to any of its subsidiaries, affiliates, or successor legal entities, or to any entity acquiring substantially all of the assets of Lessee or Lessee's FCC license, without prior notice to or the consent of Lessor. However, any assignee or sublessee of Lessee shall be obligated to comply with all of the terms and conditions of this Lease, and any such assignment or sublease shall not alleviate Lessee of any liability under this Lease, unless the assignee assumes all the rights and obligations under this Lease and Lessor releases Lessee from liability.

14. Indemnity.

(a) Lessee shall defend, indemnify, hold and save Lessor, its officers, agents, employees and volunteers harmless from and against loss, costs, liability or damage (including reasonable attorney's fees and court costs) arising by reason of the willful misconduct or negligence of Lessee, or Lessee's officers, agents or employees, in connection with the use of the Premises, except said indemnification shall not apply to any loss, costs, liability, or damage arising by reason of the negligence or willful misconduct of Lessor or Lessor's officers, agent, or employees.

(b) The foregoing indemnity in paragraph 14(a) above shall survive the termination, cancellation or expiration of this Lease.

15. Title and Quiet Enjoyment.

(a) Lessor warrants it has full right, power and authority to execute this Lease. Lessor warrants Lessee shall have quiet enjoyment of the Premises during the Initial Term of this Lease or any Renewal Term.

(b) Lessee may obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows defects of title or liens or encumbrances adversely affecting Lessee's use of the Premises, Lessee may terminate this Lease immediately upon written notice to Lessor.

16. Repairs. Lessee shall not be required to make repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

17. Environmental. Lessor represents that, to the best of its knowledge, the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. Lessee shall not introduce any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or fraction or derivative thereof) or underground hazardous materials storage tanks in violation of any applicable law. If, during the term of the Lease, there is a determination made pursuant to an official unappealable order of the FCC or any other governmental agency with jurisdiction that use of the Premises by Lessee poses a human health hazard which cannot be remediated, then (i) Lessee shall immediately cease all operations on the Premises, and (ii) the Lease shall terminate as of the date of such order.

18. Relocation of the Antenna Facilities

(a) After the Initial Term, Lessor will have the one-time right to relocate Lessee's Facilities, or any part thereof, to an alternate ground location on Lessor's Property; provided, however, that such relocation will (1) be at Lessee's sole cost and expense, (2) be performed exclusively by Lessee or its agents, (3) not result in any interruption of the communications service provided by Lessee on Lessor's Property, (4) not impair, or in any manner alter, the quality of communications service provided by Lessee on and from Lessor's Property, and (5) be done in accordance with the terms and conditions contained in paragraphs (b) and (c) below. Upon relocation of the Lessee's Facilities, the access and utility easement(s) of Lessee will be relocated as required to operate and maintain Lessee's Facilities.

(b) Lessor shall exercise its relocation right under paragraph (a) above by (and only by) delivering written notice ("the notice") to the Lessee. In the notice, Lessor will propose an alternate site on Lessor's Property to which Lessee may relocate its communications facility. Lessee will have sixty (60) days from the date it receives the notice to evaluate Lessor's proposed relocation site, during which period Lessee will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Lessee fails to approve of such proposed relocation site in writing within said sixty-day period, then Lessee will be deemed to have disapproved such proposed relocation site. If Lessee disapproves such relocation site, then Lessor may thereafter propose another relocation site by notice to Lessee in the manner set forth above. Any relocation site which Lessor and Lessee agree upon in writing is referred to hereinafter as the "Relocation Site". Lessee will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Lessee's expense) its communications facility to the Relocation Site. The parties agree that they shall cooperate in good faith and exercise commercially reasonable efforts to reach agreement on a suitable relocation site.

(c) Upon relocation of the communications facility of Lessee, or any part thereof, to the Relocation Site, all references to the Lessee's Facilities in the Lease will be deemed to be references to the Relocation Site. Lessor and Lessee hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Lessee, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Lessee Facilities. Except as expressly provided in this paragraph 18, Lessor and Lessee hereby agree that in no event will the

relocation of the communications facility of Lessee, or any part thereof, under Paragraph (a), above, affect, alter, modify or otherwise change any of the terms and conditions of this Lease.

19. Miscellaneous.

(a) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(b) Any notice or demand required to be given herein shall be made in writing by certified or registered mail return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

If to Lessor: Las Virgenes Municipal Water District
4232 Las Virgenes Road, Calabasas, CA. 91302-1994
Attn: General Manager
Phone: (818) 251-2100
Fax: (818) 251-2149

If to Lessee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator/SV12281A

With a copy to:
Attn: Legal Dept./SV12281A

And with a copy to:
T-Mobile West Corporation
3 MacArthur Place, #1100
Santa Ana, CA 92707
Attn: Lease Administration Manager/SV12281A

With a copy to:
Attn: Legal Dept./SV12281A

(c) Lessee shall pay Rent to the address stated below:

Las Virgenes Municipal Water District
4232 Las Virgenes Road, Calabasas, CA. 91302-1994
Attn: Accounts Receivable
Phone: (818) 251-2224

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals.

(f) Terms and conditions of this Lease, which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

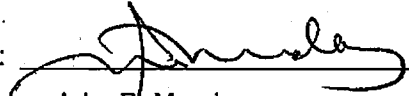
(h) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein.

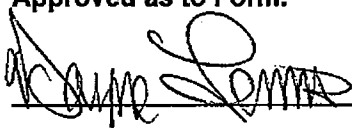
There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR
LAS VIRGENES MUNICIPAL WATER DISTRICT

By: 
Name: John R. Mundy
General Manager
Tax ID#: 952212398

Approved as to Form:

Wayne Lemieux

LESSEE
T-Mobile West Corporation
A Delaware Corporation

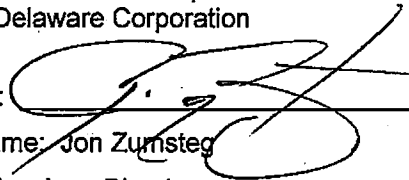
By: 
Name: Jon Zumsteg
Title: Area Director
Date: 5-28-10



EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Premises are a part is legally described as follows:

Street Address: 32601 Torchwood Place
City, State Zip: Westlake Village, CA 91361
APN: 2059-040-900, 2059-025-900, and 2059-025-904

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

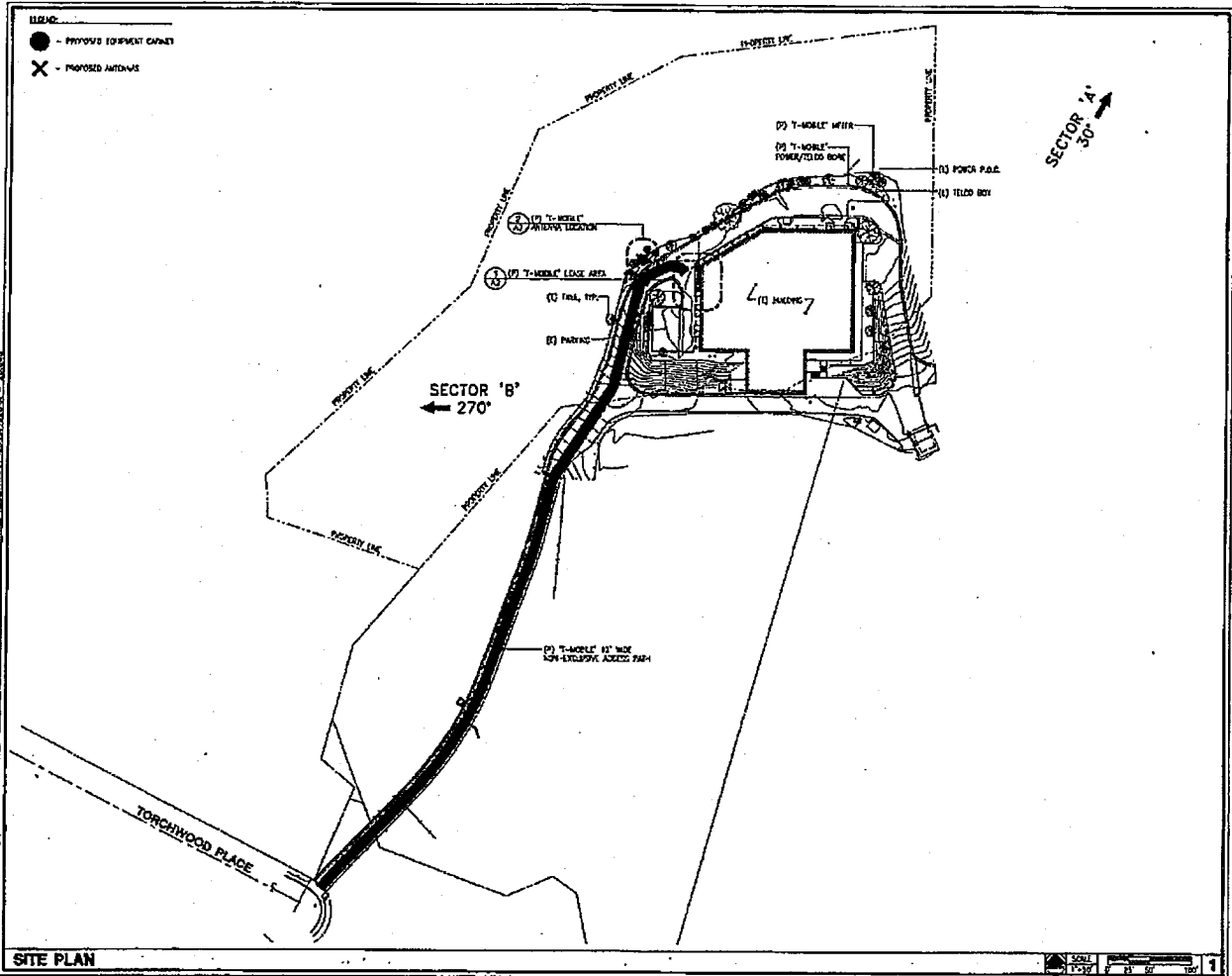
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WESTLAKE VILLAGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

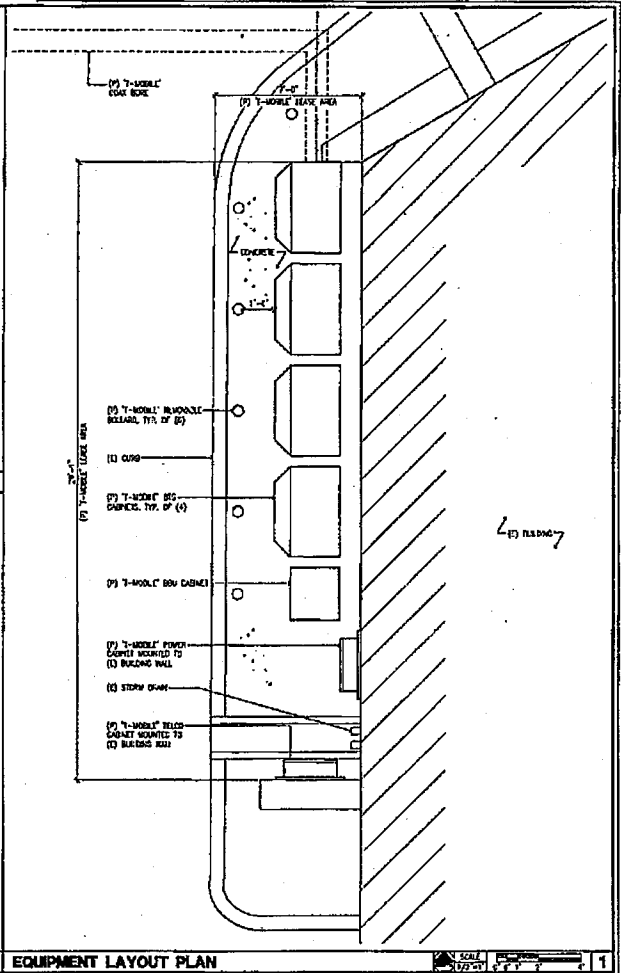
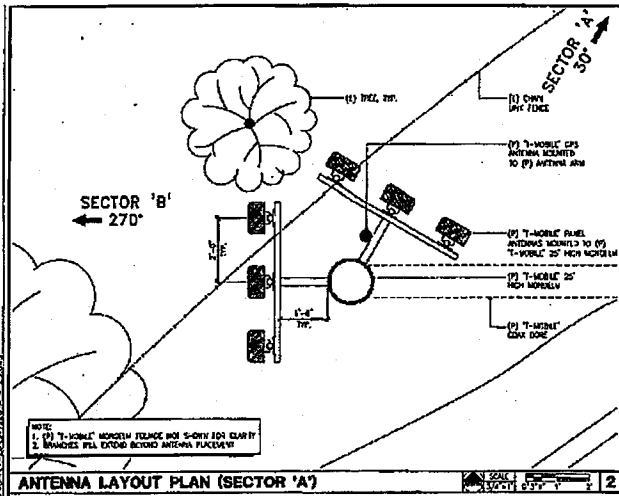
LOT 257 OF TRACT NO. 34835, IN THE CITY OF WESTLAKE VILLAGE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 996, PAGES 20 TO 42 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE SURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR INTO THAT PORTION OF THE SUBSURFACE THEREOF, LYING ABOVE A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM SAID SURFACE, AS GRANTED TO AMERICAN-HAWAIIAN STEAMSHIP COMPANY, BY DEED RECORDED APRIL 5, 1966, IN BOOK D-3261, PAGE 937, OF OFFICIAL RECORDS.

EXHIBIT B

LAYOUT MAP WITH FACILITIES DESCRIBED





NOT USED

3

EQUIPMENT LAYOUT PLAN

SCALE: 1" = 10'-0" (1:120)

EXHIBIT C

MEMORANDUM OF LEASE

Recorded, Requested By, and
When Recorded Return To:
T-Mobile West Corporation
3 MacArthur Place, #1100
Santa Ana, CA 92707
Attn: Property Management-Site: SV12281A

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of _____ 2010 is entered into between Las Virgenes Municipal Water District ("Lessor") and T-Mobile West Corporation, a Delaware Corporation ("Lessee") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease commences on _____ and has an initial term of ten (10) years. Lessee shall have the right to extend this Lease for three (3) additional Five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

Lessor: LAS VIRGENES
MUNICIPAL WATER DISTRICT

Lessee: T-Mobile West Corporation
a Delaware Corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Legal Description of the Premises

APN: 2059-040-900, 2059-025-900, and 2059-025-904

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WESTLAKE VILLAGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 257 OF TRACT NO. 34835, IN THE CITY OF WESTLAKE VILLAGE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 996, PAGES 20 TO 42 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE SURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR INTO THAT PORTION OF THE SUBSURFACE THEREOF, LYING ABOVE A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM SAID SURFACE, AS GRANTED TO AMERICAN-HAWAIIAN STEAMSHIP COMPANY, BY DEED RECORDED APRIL 5, 1966, IN BOOK D-3261, PAGE 937, OF OFFICIAL RECORDS.



FILE COPY
COO-1

May 1st, 2007

To Whom It May Concern,

Synergy Development Services, its employees and agents are authorized representatives of T-Mobile, USA, Inc. (T-Mobile), and have been contracted to perform real estate leasing, land-use entitlements and architectural and engineering services for T-Mobile's telecommunications facilities.

As an authorized representative of T-Mobile, Synergy Development Services may sign, submit, review land-use applications and permits, represent at meetings and hearings, accept conditions of approval, and negotiate leases on T-Mobile's behalf. All final land use documents are subject to T-Mobile's review and approval. Furthermore, all leases are contingent upon T-Mobile's signature.

If there are any questions or comments, please contact me immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Stotelmeyer', written over a horizontal line.

Brian Stotelmeyer
Zoning Lead
Southern California Market
T-Mobile USA
3 Imperial Promenade
Santa Ana, CA 92707

Desk 714/850-2408
Mobile 949/395-2723
Fax 714/850-6630

ITEM 8D

T-Mobile®

T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

SENT BY CERTIFIED MAIL

Las Virgenes Municipal Water District
4232 Las Virgenes Rd
Calabasas, CA 91302-3589

October 11, 2012

T-Mobile Site ID: SV00591A

Re: The lease for the premises located at or about 25101 Parkway Calabasas, Calabasas, CA 91302 (the "Lease"), and the transfer of the Lease to T-Mobile Tower West LLC

Dear Landlord:

On September 28, 2012, T-Mobile USA, Inc., ("T-Mobile") entered into a Master Agreement ("Master Agreement") with Crown Castle International Corp., ("Crown") regarding Crown's management and operation of the T-Mobile tower portfolio, which your site is a part of.

T-Mobile expects this transaction with Crown to close approximately at the end of November, 2012. Pursuant to the terms of the Master Agreement, T-Mobile will, at Closing, transfer the Lease to T-Mobile Tower West LLC. T-Mobile Tower West LLC will grant Crown the right to manage and operate the site at the above premises by entering into a master lease (basically a sublease). T-Mobile Tower West LLC will remain the owner of the rights, title and interest in and to this site. Additionally, T-Mobile will continue to maintain its communications facilities on the site.

This letter asks that you please confirm your consent to the master lease with Crown, as it relates to this Lease, by signing this letter and returning it in the enclosed self-addressed envelope. T-Mobile/Crown will then send you a follow-up letter with further details around the time of Closing.

Thank you for your prompt attention to this matter. If you have any questions about this request, please e-mail us at propertymanagement@t-mobile.com.

Sincerely,



Allan Tantillo
Director, Titan Towers

Acknowledged and Consented:

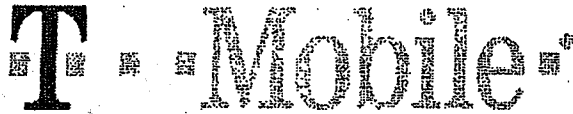
By: _____
Authorized Signatory

Print Name: _____

Date: _____

Copy to:

Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas CA 91302-1994



May 4, 2009

SENT BY CERTIFIED MAIL

6434 w

Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302-1994

RE: Lease SV00591A commenced on or about 6/17/2002 between Las Virgenes Municipal Water District and Omnipoint Communications Inc. ("Lease") for the Premises located at or about Parkway Calabasa/Cordillerra Drive Calabasas California 91302

Dear Las Virgenes Municipal Water District:

Omnipoint Communications Inc., as Tenant under your Lease, is part of the T-Mobile family. We thank you for being part of the exciting growth of T-Mobile as we help people stay connected to those who matter most.

As a result of our continued growth, T-Mobile is simplifying its corporate structure by combining certain of its subsidiaries which will have no functional effect to you. This correspondence serves as notice that the Lease will be conveyed to T-Mobile West Corporation effective June 30, 2009. This is merely an internal conveyance and it will not change or affect your relationship with T-Mobile, including the contact information you currently use, the T-Mobile analyst who administers your Lease, or the rent payment you receive from T-Mobile.

If you have any questions, feel free to e-mail us at entitychange@bv.com. Please include the Notice ID and the Site ID stated below. Thank you so much.

Very truly yours,

Debby Andresen
Director Lease Compliance and
Information Management

Certified Mail Tracking Number: 7008281000017951 4340

Notice ID: nls

Site ID: SV00591A_1

T-Mobile

FILE COPY

April 27, 2009

SENT BY CERTIFIED MAIL

349 W

Las Virgenes Municipal Water District
Attn: General Manager
4232 Las Virgenes Road
Calabasas, CA 91302

RE: Lease SV00591A commenced on or about 6/6/2002 between Las Virgenes Municipal Water District and T-Mobile CA/NV, LLC ("Lease") for the Premises located at or about Parkway Calabasa/Cordillera Drive Calabasas CA 91302

Dear Las Virgenes Municipal Water District:

T-Mobile CA/NV, LLC, as Tenant under your Lease, is part of the T-Mobile family. We thank you for being part of the exciting growth of T-Mobile as we help people stay connected to those who matter most.

As a result of our continued growth, T-Mobile is simplifying its corporate structure by combining certain of its subsidiaries which will have no functional effect to you. This correspondence serves as notice that the Lease will be conveyed to T-Mobile West Corporation effective June 30, 2009. This is merely an internal conveyance and it will not change or affect your relationship with T-Mobile, including the contact information you currently use, the T-Mobile analyst who administers your Lease, or the rent payment you receive from T-Mobile.

Pursuant to the terms of the above referenced Lease, please confirm your consent to the internal conveyance as it relates to the Lease by signing this letter where indicated below and returning it in the enclosed self-addressed, stamped envelope.

Thank you for your prompt attention to this matter. If you have any questions, feel free to e-mail us at entitychange@bv.com. Please include the Notice ID and the Site ID stated below. Thank you so much.


Very truly yours,



Debby Andresen
Director Lease Compliance and
Information Management

Certified Mail Tracking Number: 7007256000022280 1853
Notice ID: cls
Site ID: SV00591A_2

Acknowledged and Consented:
Las Virgenes Municipal Water
District:

By: 
Authorized Signatory
Print Name: John R. Mundy
Title: General Manager
Date: 05/12/2009

Copy to:

NM Homes One, Inc
c/o
Attn: Mairka Erdley
23622 Calabasas Road,
Suite 149
Calabasas, CA 91302
Certified Tracking Number:

c/o
Attn:
Certified Tracking Number:

c/o
Attn:
Certified Tracking Number:

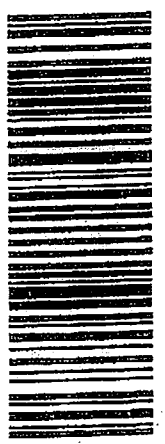
c/o
Attn:
Certified Tracking Number:

349 W

ITEM 8D

BLACK & VEATCH CORP.
7600 S. COUNTY LINE RD.
SUITE 1
BURR RIDGE, IL 60527

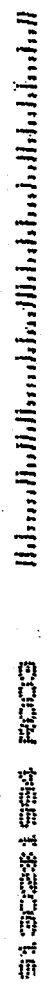
*Wendy
Calkins*



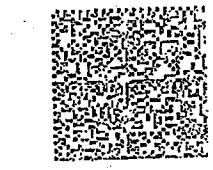
7007 2560 0002 2280 1853

FIRST CLASS
U.S. POSTAGE PAID
PERMIT 6025
CAROL STREAM IL

349 W 7007256000022280 1853
Las Virgenes Municipal Water District
Attn: General Manager
4232 Las Virgenes Road
Calabasas CA 91302-1994



Las Virgenes MWD
4232 Las Virgenes Road
Calabasas, CA 91302
General Manager's Office



UNITED STATES POSTAGE
FIRST CLASS
\$ 00.02
02 1A
0004601805 MAY 14 2009
MAILED FROM ZIP CODE 91302



BLACK & VEATCH CORP.
7600 S. COUNTY LINE RD
SUITE 1
BURR RIDGE, IL 60527

T-Mobile

January 5, 2005

LA-591-05

Las Virgenes Municipal Water District

4232 Las Virgenes Road

Calabasas CA 91302-1994

Re: Closing of Cingular/T-Mobile Transaction

Dear Landlord:

As you may already be aware, Cingular Wireless LLC ("Cingular") and T-Mobile USA, Inc. ("T-Mobile") agreed (subject to certain regulatory approvals) to the sale of all of Cingular's ownership interest in Pacific Bell Wireless, LLC ("PBW") to T-Mobile. That sale has closed on January 5, 2005 and T-Mobile is now the sole owner of PBW and its assets including the wireless network. PBW will continue to be the tenant under the lease/license with you although PBW may later change its name.

Since T-Mobile will be administering your lease/license, it is important for you to complete the enclosed W-9 form and Vendor Account Agreement. These completed documents will provide T-Mobile's accounts payable department with necessary information for account setup and the Vendor Agreement describes how you can receive payments electronically instead of by mailed check. Please complete and return the two forms as soon as possible in the self addressed return envelope to T-Mobile. If you have any questions regarding these forms, please contact Nancy Anderson at 425 378-4911.

All notices required under the lease/license should now be sent to the following address:

Pacific Bell Wireless
c/o T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Leasing Dept.

and a copy to: Attn.: Legal Dept.

Any correspondence and inquiries regarding the lease/license and rent issues should also be made to the above notice address or this phone number; 949-567-6800. Cingular appreciated doing business with you and T-Mobile looks forward to maintaining this business relationship with you.

Sincerely,

Cingular Wireless, LLC

T-Mobile USA, Inc.

COMMUNICATIONS SITE LEASE AGREEMENT

As of JUNE 15, 2001, Cingular Wireless LLC, a Delaware Limited Liability Company, on behalf of Pacific Bell Wireless, LLC, a Nevada Limited Liability Company, d/b/a Cingular Wireless ("Lessee") and Las Virgenes Municipal Water District ("Lessor") agree as follows:

1. **Premises.** Lessor leases to Lessee that portion of Lessor's Property depicted in Exhibit "A", including applicable easements for access and utilities (the "Premises").

2. **Use.** Lessee may use the Premises for lawful activity in connection with mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of communications facilities.

3. **Conditions Precedent.** Performance by Lessee is conditioned upon (i) satisfactory results of Tests (as defined in Section 6(a) below), (ii) a good faith determination by Lessee of the suitability of the Premises in its sole discretion, including but not limited to an environmental inspection of Lessor's Property and adjacent property, and (iii) approval and issuance of governmental approvals and permits to enable Lessee to construct and operate mobile/wireless communications facilities on the Premises. Lessor shall cooperate with Lessee in making application for licenses, permits and other approvals required for Lessee's use of the Premises. If the conditions of this Section 3 have not been satisfied by October 30, 2001, Lessee shall pay a site reservation fee of \$1,800.00. If the conditions of this Section 3 have not been satisfied by July 1, 2002, this Lease will not commence.

4. **Term.** The initial term of this Lease ("Initial Term") shall be ten (10) years commencing with the issuance of a permit allowing Lessee to construct its facilities on the Premises ("Commencement Date"). This lease will automatically be renewed for one (1) additional term (a "Renewal Term") of ten (10) years unless Lessee provides Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

5. **Rent.** Beginning on the Commencement Date, Lessee shall pay Lessor, as rent, the sum of \$1,200.00 ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor. Rent shall be increased annually on each January 1st to reflect increases in the Consumer Price Index Urban Wage Earners and Clerical Workers - Los Angeles, Anaheim, Riverside (CPI). If the Index is discontinued or changed so it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable government index.

If the Commencement Date is other than the first day of a calendar month, Lessee shall pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences. Thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

6. **Improvements; Access.**

(a) Prior to the Commencement Date Lessee may enter the Premises to inspect, survey (and soil test where applicable) and test (collectively "Tests") to determine the suitability of the Premises and to prepare for the construction of Lessee's Facilities. During Tests or pre-construction work, Lessee will have insurance as set forth herein. Lessee will notify Lessor of proposed Tests or pre-construction work and will coordinate the scheduling with Lessor.

(b) Lessee may construct, maintain and operate on the Premises only those radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities") approved by Lessor as depicted in Exhibit "B". Lessee may do work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee may install warning signs, as approved by Lessor, deemed necessary on or about the Premises. Lessee's construction and installation work shall be performed at Lessee's sole

cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and equipment placed on the Premises by Lessee shall be held by Lessee. Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee shall remove Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor has easement rights of ingress to and egress from the Premises, and may not be able to grant such rights to Lessee. Lessee shall secure, at Lessee's expense, easement rights to access the Premises.

(d) Lessee may install utilities, at Lessee's expense, and improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power), as approved by Lessor. Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee may place utilities on (or to bring utilities across) Lessor's Property as depicted in Exhibit "B" to service the Premises and Lessee's Facilities. On Lessee's request, this lease will be amended to include leasehold rights across the contiguous property owned by Lessor.

(e) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(f) Upon the expiration, cancellation or termination of this Lease, Lessee shall remove improvements installed by Lessee and surrender the Premises to Lessor in good condition, less ordinary wear and tear.

(g) Prior to commencing construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) working days of Lessor's receipt of Lessee's work plans. Lessor shall not be entitled to additional consideration in exchange for approval of Lessee's plans.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the equipment and improvements on Lessor's property. Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor may improve its communications equipment as necessary to meet Lessor's obligation to its customers. Lessor shall use best efforts to avoid any interference with Lessee's Facilities. Lessor shall require future tenants, licensees, or occupants using Lessor's Property for the operation of wireless communications facilities to obtain Lessee's prior written consent, which consent may not be unreasonably withheld. Pre-existing communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. **Taxes.** Lessee shall pay taxes assessed against Lessee's facilities, including possessory interest taxes.

9. **Termination.** Lessee may terminate this Lease at any time with thirty (30) days prior notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Agreement, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, Lessor will retain all prepaid rent unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default. Lessor may terminate this Lease without further liability on thirty (30) days prior written notice if Lessee defaults on a Lease covenant, condition or term that is not cured within sixty (60) days of receipt of written notice of default. Five (5) years after the Commencement Date, Lessor may terminate this Lease with eighteen (18) months advance written notice to Lessee if Lessor reasonably determines that the requirements of its customers necessitate use of the Premises in a manner that requires Lessee to vacate the Premises, and if relocation of Lessee's Facilities pursuant to paragraph 18 below cannot resolve the customer's requirements prompting Lessor's termination.

10. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, rights and obligations of parties that do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all of Lessor's Property, or a portion that in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In a condemnation proceeding, each party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers' Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance.

(b) Lessee shall have the right to self-insure with respect to any of the above insurance. Should Lessee desire to self-insure Lessee shall provide Lessor a certificate of self-insurance in the amounts as stated under 12(a).

13. Assignment. Lessee shall not have the right to sublease or assign its rights under this Lease without notice to or the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee shall have right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates, partners, or successor legal entities, or to any entity acquiring substantially all of the assets of Lessee or Lessee's FCC license, without prior notice to or the consent of Lessor. However, any assignee or sublessee of Lessee shall be obligated to comply with all of the terms and conditions of this Lease, and any such assignment or sublease shall not alleviate Lessee of any liability under this Lease.

14. Indemnity.

(a) Lessee shall defend, indemnify, hold and save Lessor, its officers, agents, employees and volunteers harmless from and against loss, costs, liability or damage (including reasonable attorney's fees and court costs) arising by reason of the willful misconduct or negligence of Lessee, or Lessee's officers, agents or employees, in connection with the use of the Premises, except said indemnification shall not apply to any loss, costs, liability, or damage arising by reason of the negligence or willful misconduct of Lessor or Lessor's officers, agent, or employees.

(b) The foregoing indemnity in paragraph 14(a) above shall survive the termination, cancellation or expiration of this Lease.

15. Title and Quiet Enjoyment.

(a) Lessor warrants it has full right, power and authority to execute this Lease. Lessor warrants Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee may obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows defects of title or liens or encumbrances adversely affecting Lessee's use of the Premises, Lessee may terminate this Lease immediately upon written notice to Lessor.

16. **Repairs.** Lessee shall not be required to make repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

17. **Environmental.** Lessor represents that, to the best of its knowledge, after reasonable inspections, that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. Lessee shall not introduce any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or fraction or derivative thereof) or underground hazardous materials storage tanks in violation of any applicable law. If, during the term of the Lease, there is a determination made pursuant to an official unappealable order of the Federal Communications Commission or any other governmental agency that use of the Premises by Lessee poses a human health hazard which cannot be remediated, then (i) Lessee shall immediately cease all operations on the Premises, and (ii) the Lease shall terminate as of the date of such order.

18. **Relocation of the Antenna Facilities**

(a) Lessor will have the one-time right to relocate Lessee's Facility, or any part thereof, to an alternate ground location on Lessor's property, provided, however, that such relocation will (1) be at Lessee's sole cost and expense, (2) be performed exclusively by Lessee or its agents, (3) not result in any interruption of the communications service provided by Lessee on Lessor's property, (4) not impair, or in any manner alter, the quality of communications service provided by Lessee on and from Lessor's property, and (5) be done in accordance with the terms and conditions contained in paragraphs (b) and (c) below. Upon relocation of the Lessee's Facility, the access and utility easement(s) of Lessee will be relocated as required to operate and maintain Lessee's facility.

(b) Lessor shall exercise its relocation right under paragraph (a) above by (and only by) delivering written notice ("the notice") to the Lessee. In the notice, Lessor will propose an alternate site on Lessor's property to which Lessee may relocate its communications facility. Lessee will have sixty (60) days from the date it receives the notice to evaluate Lessor's proposed relocation site, during which period Lessee will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Lessee fails to approve of such proposed relocation site in writing within said sixty-day period, then Lessee will be deemed to have disapproved such proposed relocation site. If Lessee disapproves such relocation site, then Lessor may thereafter propose another relocation site by notice to Lessee in the manner set forth above. Any relocation site which Lessor and Lessee agree upon in writing is referred to hereinafter as the "Relocation Site". Lessee will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Lessee's expense) its communications facility to the Relocation Site. The parties agree that they shall cooperate in good faith and exercise commercially reasonable efforts to reach agreement on a suitable relocation site.

(c) Upon relocation of the communications facility of Lessee, or any part thereof, to the Relocation Site, all references to the Lessee's Facilities in the Lease will be deemed to be references to the Relocation Site. Lessor and Lessee hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Lessee, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Lessee Facilities. Except as expressly provided in this paragraph 18, Lessor and Lessee hereby agree that in no event will the relocation of the communications facility of Lessee, or any part thereof, under Paragraph (a), above, affect, alter, modify or otherwise change any of the terms and conditions of this Lease.

19. **Miscellaneous.**

(a) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(b) Any notice or demand required to be given herein shall be made by certified or registered mail return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Las Virgenes Municipal Water District
4232 Las Virgenes Road, Calabasas, CA. 91302-1994
Attn: General Manager
Phone: (818) 251-2100
Fax: (818) 251-2149

Lessee: Cingular Wireless
Attn: Property Management
2521 Michelle Drive, 2nd Floor
Tustin, CA 92780

(c) Lessee shall pay Rent to the address stated below:

Las Virgenes Municipal Water District
4232 Las Virgenes Road, Calabasas, CA. 91302-1994
Attn: Accounts Receivable
Phone: (818) 251-2224

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals.

(f) Terms and conditions of this Lease, which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

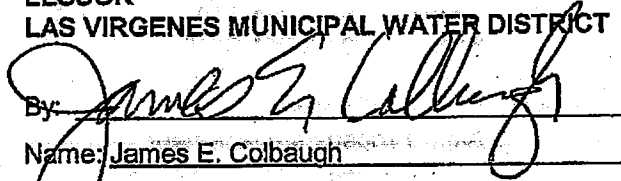
(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR
LAS VIRGENES MUNICIPAL WATER DISTRICT

By: 

Name: James E. Colbaugh

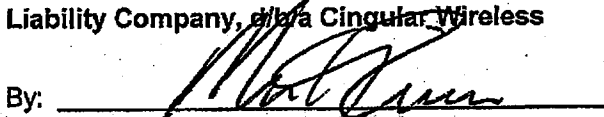
Title: General Manager

Tax ID#: 952212398

Approved as to Form:

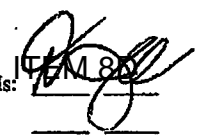
Wayne Lemieux

LESSEE
Cingular Wireless LLC,
a Delaware Limited Liability Company, on behalf of
Pacific Bell Wireless, LLC, a Nevada Limited
Liability Company, d/b/a Cingular Wireless

By: 

Name: Charles Vranek Mark Rivera

Title: Vice President, Special Projects/Real Estate
Director, Network Deployment

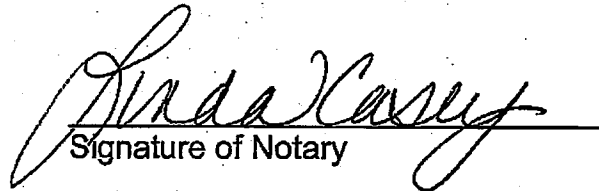
Initials: 

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On July 12, 2001, before me, Linda Casey, Notary Public, personally appeared James E. Colbaugh, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

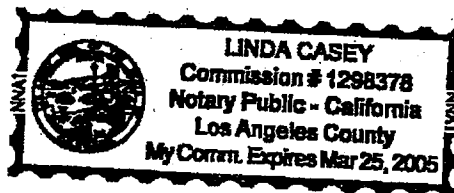


EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Premises are a part is legally described as follows:

Parkway Calabasas and Cordillera Drive
Calabasas, CA 91302
APN: 2069-078--900

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

PARCEL A:

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

Commencing at a 2-inch iron pipe tagged "RCE 16362" set at the most Northwesterly corner of Tract No. 31277, per the map thereof recorded in Book 893, Page 89 to 92 of Maps, records of said County.

Thence South along the Westerly boundary of said Tract a distance of 30.00 feet;

Thence West a distance of 100.00 feet to the point of beginning.

Thence the following six courses:

- 1) Thence South 33° 23' 18" West, a distance of 229.45 feet;
- 2) Thence West, a distance of 151.50 feet;
- 3) Thence North 55° 30' 00" West, a distance of 128.01 feet;
- 4) Thence North 24° 56' 53" East, a distance of 241.95 feet;
- 5) Thence East, a distance of 281.21 feet;
- 6) Thence South, a distance of 100.30 feet to the true point of beginning.

Said land is also a portion of Parcel 3 of Parcel Map No. 23345.

PARCEL B:

Permanent Access Road Extension

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, being a strip of land 20.00 feet wide, lying equally on each side of the following described line:

Commencing at the Southeasterly terminus of the third course of Exhibit "N-2", hereinafter described; thence along said third course,

North 55° 30' 00" West, a distance of 74.47 feet to the true point of beginning.

EXHIBIT A (CONTINUED)

Thence the following seven courses:

- 1) Thence South 33° 00' 00" West, a distance of 69.75 feet to the beginning of a tangent curve;
- 2) Thence along said curve, concave Southeasterly, having a radius of 640.00 feet, Southwesterly an arc distance of 61.44 feet, through a central angle of 05° 30' 30" to a line tangent to said curve;
- 3) Thence South 27° 30' 00" West, a distance of 12.18 feet to the beginning of a tangent curve;
- 4) Thence along said curve, concave Northwesterly, having a radius of 250.00 feet; Southwesterly an arc distance of 128.72 feet; through a central angle of 29° 30' 00" to a line tangent to said curve;
- 5) Thence South 57° 00' 00" West, a distance of 9.03 feet to the beginning of a tangent curve;
- 6) Thence along said curve, concave Southeasterly, having a radius of 270.00 feet, Southwesterly an arc distance of 80.11 feet, through a central angle of 17° 00' 00" to a line tangent to said curve;
- 7) Thence South 40° 00' 00" West, a distance of 41.15 feet. The sidelines of the above described strip of land to be prolonged or shortened so as to begin at the Southwesterly line of said Exhibit "N-2".

PARCEL C:

Permanent Access Road Drive

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

A strip of land 20.00 feet wide, lying equally on each side of the following described line:

Beginning at the Southwesterly terminus of the seventh course of Exhibit "C-2", hereinbefore described:

EXHIBIT A (CONTINUED)

- 1) Thence South $40^{\circ} 00' 00''$ West, a distance of 105.54 feet along the Southwesterly prolongation of said seventh course to the beginning of a tangent curve;
- 2) Thence along said curve, concave Northwesterly, having a radius of 800.00 feet, Southwesterly an arc distance of 34.91 feet, through a central angle of $02^{\circ} 30' 00''$ to a line tangent to said curve;
- 3) Thence South $42^{\circ} 30' 00''$ West, a distance of 70.70 feet to the beginning of a tangent curve;
- 4) Thence along said curve, concave Northwesterly, having a radius of 220.00 feet, Southwesterly an arc distance of 69.12 feet, through a central angle of $18^{\circ} 00' 00''$ to a line tangent to said curve;
- 5) Thence South $60^{\circ} 30' 00''$ West, a distance of 23.86 feet to the beginning of a tangent curve;
- 6) Thence along said curve, concave Southeasterly, having a radius of 80.00 feet, Southwesterly an arc distance of 5.59 feet, through a central angle of $04^{\circ} 00' 00''$ to a line tangent to said curve;
- 7) Thence South $56^{\circ} 30' 30''$ West, a distance of 23.16 feet to the beginning of a tangent curve;
- 8) Thence along said curve, concave Southeasterly, having a radius of 740.00 feet, Southwesterly an arc distance of 71.03 feet, through a central angle of $05^{\circ} 30' 00''$ to a line tangent to said curve.
- 9) Thence South $51^{\circ} 00' 00''$ West, a distance of 38.67 feet to the beginning of a tangent curve;
- 10) Thence along said curve, concave Southeasterly, having a radius of 80.00 feet, Southwesterly an arc distance of 9.77 feet, through a central angle of $07^{\circ} 00' 00''$ to a line tangent to said curve;
- 11) Thence South $44^{\circ} 00' 00''$ West, a distance of 66.80 feet to the beginning of a tangent curve;
- 12) Thence along said curve, concave Northwesterly, having a radius of 1200.00 feet Southwesterly an arc distance of 153.50 feet through a central angle of $07^{\circ} 19' 45''$ to a line tangent to said curve;
- 13) Thence South $51^{\circ} 19' 45''$ West, a distance of 127.63 feet;
- 14) Thence South $84^{\circ} 44' 49''$ West, a distance of 38.50 feet.

EXHIBIT B

DESCRIPTION OF THE PREMISES

The Premises consist of those specific areas described/shown below where Lessee's communications antennas, equipment, and cables occupy the Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only, and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property.

Four parcels of land consisting of: (1) approximately three hundred (300) square feet of space for placement of Lessee's communications equipment; and (2) three parcels of approximately twenty-five (25) square feet of space each for poles or towers to support Lessee's antennas, and any required airspace, together with space for cable runs or conduit necessary to connect the communications equipment to the antennas, and a non-exclusive easement and right of way in and over the Property to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the Premises; and, a temporary construction easement, as reasonably necessary, to permit the construction and installation of Lessee's Facilities on the Premises. Lessee agrees promptly to repair any areas disturbed within this temporary construction easement.

(See Attached Plans identified as LA-591-05-P1, dated 03-19-01)

Notes:

1. This Exhibit may incorporate a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access roads shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

Abbreviation

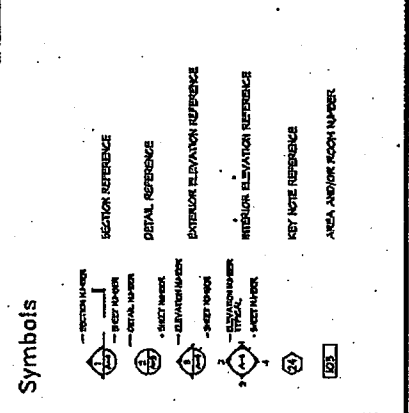
AL	ALTERNATE	EA	EXPANDED AREA PLAN
ALN	ALTERNATE	ENL	ENLARGED SITE PLAN
ARR	ARRANGEMENT	ELEV	ELEVATION
AS	AS SHOWN	ELEV REF	ELEVATION REFERENCE
AUT	AUTOMATIC	ELEV REF	ELEVATION REFERENCE
B	BENCH MARK	EXT	EXTENSION
BL	BLOCK	EXT REF	EXTENSION REFERENCE
BLK	BLOCK	EXT REF	EXTENSION REFERENCE
BR	BURIED	EXT REF	EXTENSION REFERENCE
BUR	BURIED	EXT REF	EXTENSION REFERENCE
CA	CONCRETE	EXT REF	EXTENSION REFERENCE
CON	CONCRETE	EXT REF	EXTENSION REFERENCE
CON	CONCRETE	EXT REF	EXTENSION REFERENCE
CON	CONCRETE	EXT REF	EXTENSION REFERENCE
CON	CONCRETE	EXT REF	EXTENSION REFERENCE
CON	CONCRETE	EXT REF	EXTENSION REFERENCE

Sheet Index

T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN (LEASE AREA PLAN)
A-3	SITE ELEVATIONS
C-1	SITE BURIED (FOR REFERENCE ONLY)
C-2	SITE SLOPE (FOR REFERENCE ONLY)

XcingularSM

WIREFLESS



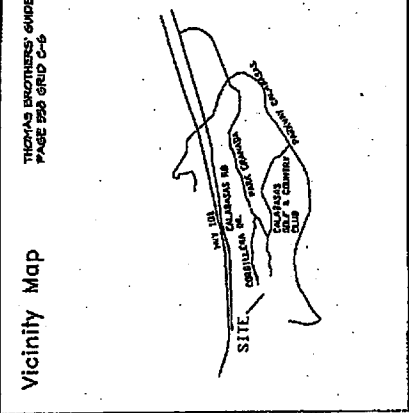
Project Description

- INSTALL 5 CROSS POLAR ANTENNAS NEXT TO AN EXISTING WATER TANK
- INSTALL PERMIT WAVE TRANSMISSION SYSTEM ACCORDING TO PERMIT CONDITIONS
- CONCRETE BLOCK WALL TO EXISTING FOUNDATION WALL WITH ELEVATION 9.42.
- PROJECT INFORMATION:

LA-591-05

MONOPOLE INSTALLATION

CALABASAS, CA



Consultant Teams

CLIENT REPRESENTATIVE ELECTRICAL ENGINEER:
 THE CONSULTING GROUP
 BRAGO VON KARNAN AVE
 SUITE 210
 CARLSBAD, CA 92008
 TEL: (760) 739-0241
 FAX: (760) 739-0242

ARCHITECT:
 BETTA ASSOCIATES
 1200 13TH AVENUE
 SUITE 300
 IRVINE, CA 92614
 CONTACT: ANNY TALJOR
 TEL: (949) 451-8811
 FAX: (949) 451-8822

LAND SURVEYOR:
 FLAND SURVEYING INC
 1230 VALLEJO ROAD
 SUITE 100
 CALABASAS, CA 91302
 TEL: (415) 891-8111
 FAX: (415) 891-8111

Project Summary

OWNER:
 LAS VEGAS GRID
 4221 LAS VEGAS ROAD
 CALABASAS, CA 91302
 CONTACT: ROBERT WERT
 TEL: (415) 591-9193
 TELEPHONE: (415) 591-9193

APPLICANT:
 GIBELAR WIRELESS
 2521 MICHELLE DRIVE
 2ND FLOOR
 TORRANCE, CA 90503
 TELEPHONE: (714) 541-7407
 FAX: (714) 541-7404

ZONING:
 C-2 COMMERCIAL
 USE: USE CLASSIFICATION R-3
 CONSTRUCTION TYPE: -

ADA COMPLIANCE:
 AREA IS UNFINISHED (NOT STARTED)
 ADA N/A

Approvals

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDERS DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

PRINT NAME	SIGNATURE	DATE
LANDLORD		
OWNER		
CONST. COORD.		
RF MANAGER		
SITE ACQUISITION		
AGE		
PLANNING		

04-09-01

T-1

PROJECT NUMBER

TITLE SHEET

THE CONSULTING GROUP, INC.
 18250 Van Riper Avenue, Suite 210
 TUSTIN, CALIFORNIA 92780
 (714) 838-0853, Fax: (714) 838-0454

R B T A
 REGISTERED ARCHITECT
 18000 Van Riper Avenue, Suite 210
 TUSTIN, CALIFORNIA 92780
 (714) 838-0853, Fax: (714) 838-0454

MONOPOLE ANTENNA INSTALLATION

CONTRACTOR:
 CORE WATER TANK
 PARKWAY CALABASAS
 CALABASAS, CA 91302

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED, COPIED, OR DISCLOSED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 DATE: 05-18-01
 ARCHITECT: ART
 DRAWN BY: AT
 RF MANAGER:

REV	DATE	DESCRIPTION

Handwritten initials/signature

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. ANY USE OF DISCOVERED OTHER THAN THAT FOR WHICH IT WAS INTENDED IS STRICTLY PROHIBITED.

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ARCHITECT:	AT		
DRAWN BY:	AT		
CHECKED BY:	AT		
REVISIONS			
NO.	DATE	DESCRIPTION	BY

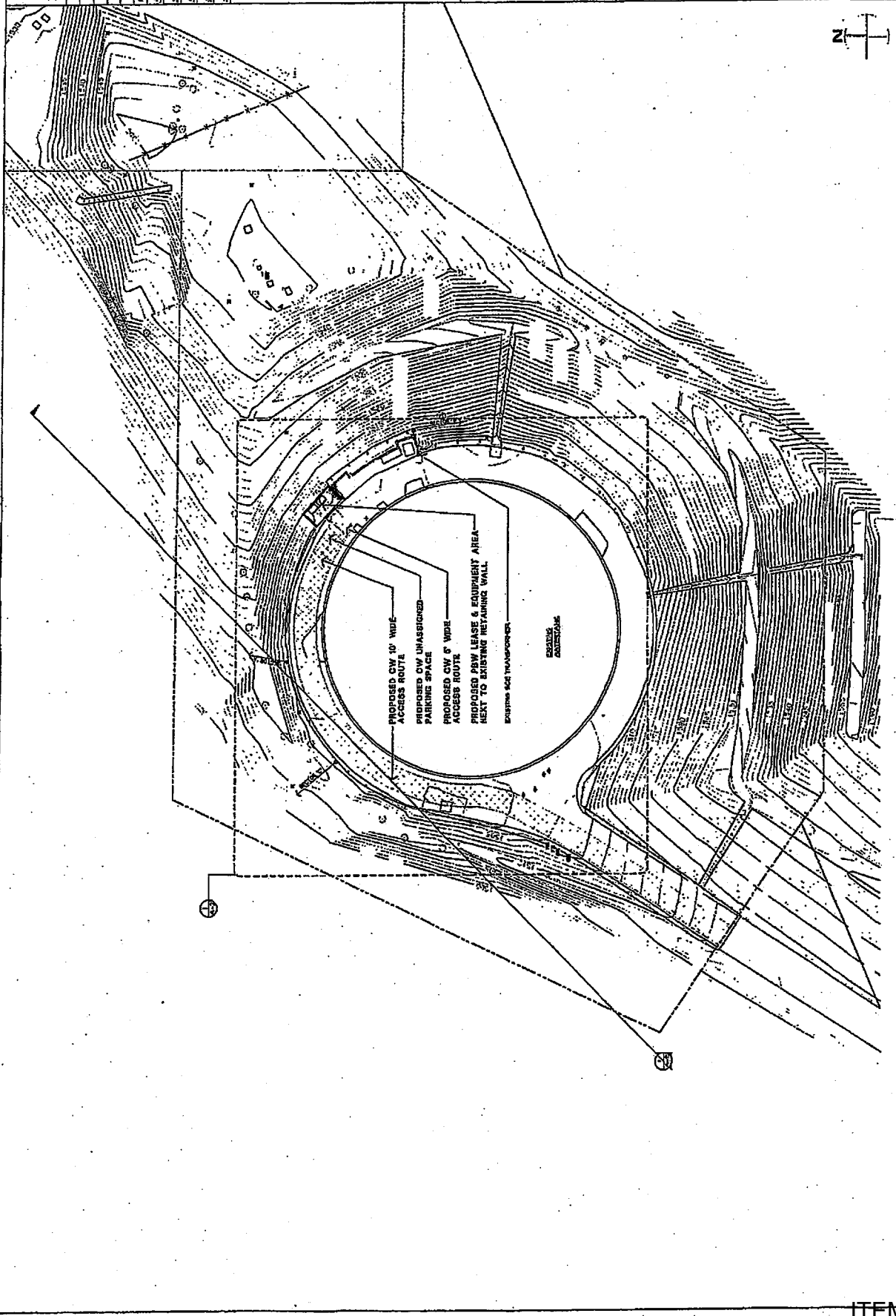
Xingular
 WIRELESS
 2521 MICHELLE DRIVE, 2nd FLOOR
 TUSTIN, CALIFORNIA 92780

THE CONSULTING GROUP, INC.
 PROJECT OFFICE:
 18300 VAN BUREN AVENUE, SUITE 470
 IRVINE, CALIFORNIA 92613
 (714) 856-0883 Fax: (714) 477-2085



SIT NUMBER: LA-591-05-P1
 SITE TYPE: MONOPOLE ANTENNA INSTALLATION
 LOCATION: WATER TANK CHARLASS PARKWAY CHARLASS, CA 91302
 TITLE: OVERALL SITE PLAN

SHEET NUMBER: A-1
 SCALE: 1" = 40'-0"
 1



Overall Site Plan

04-09-01

ITEM 89

PROPRIETARY INFORMATION
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REVISED	
NO.	
DATE	
DESCRIPTION	
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Xingular WIRELESS
 2521 MICHELLE DRIVE, 2nd FLOOR
 TUSTIN, CALIFORNIA 92780

THE CONSULTING GROUP, INC.
 PROJECT OFFICE
 15000 Van Kesteren Avenue, Suite 820
 Irvine, California 92618
 (714) 606-0853 Fax: (714) 477-3583

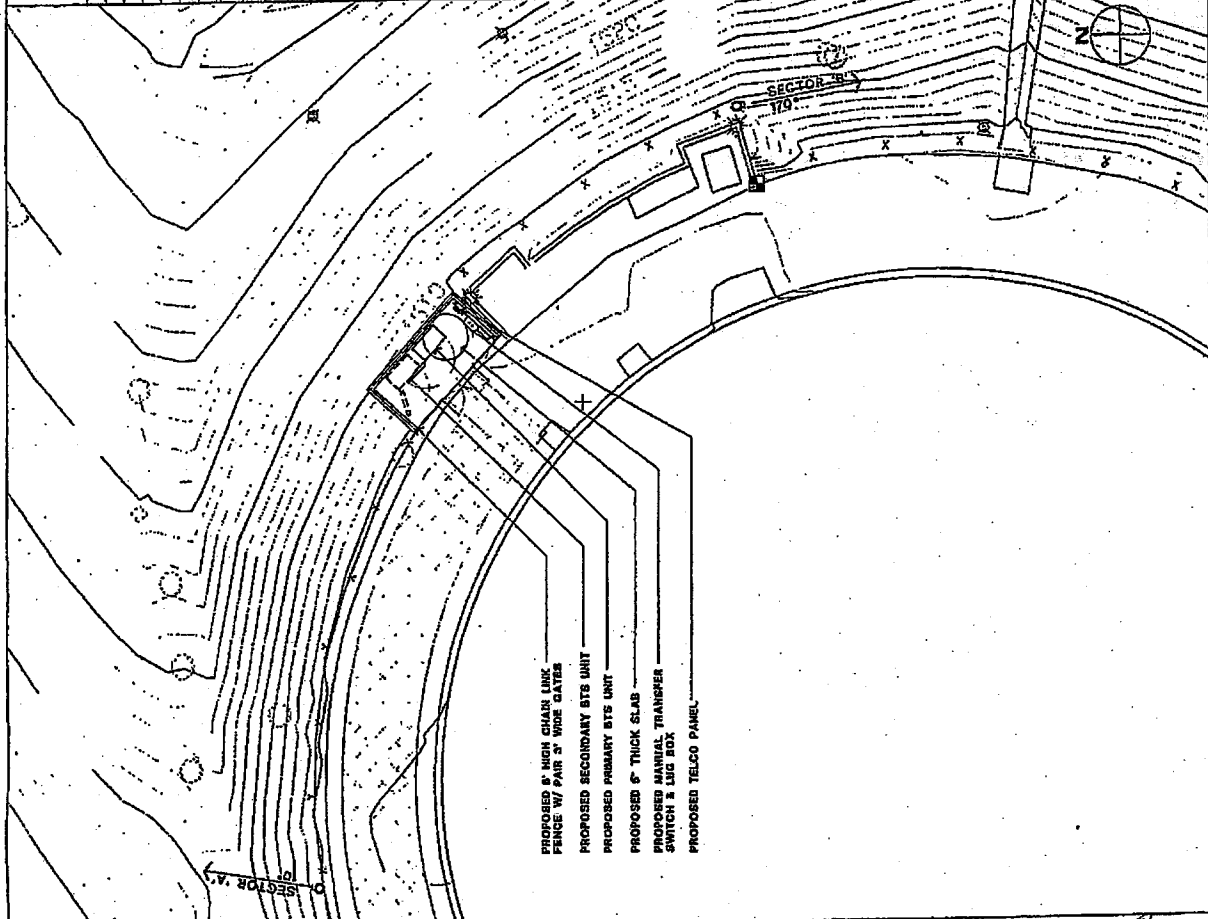
BETA ALBERTINI
 ARCHITECTS
 10000 Van Kesteren Avenue, Suite 820
 Irvine, California 92618
 (714) 606-0853 Fax: (714) 477-3583

PROJECT NUMBER: LA-951-05-P1
 SITE: WINDMILL ANTENNA INSTALLATION
 6000 WATER TANK CALABASAS PARKWAY CALABASAS, CA 91302

LEASE AREA PLAN
 EQUIPMENT AREA
 ANTENNA SECTORS
 SHEET NUMBER

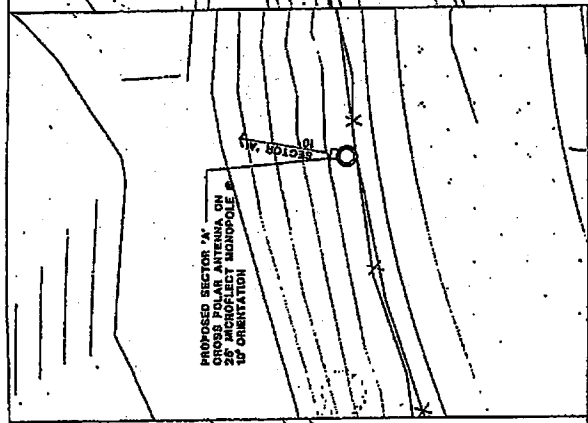
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04-09-01



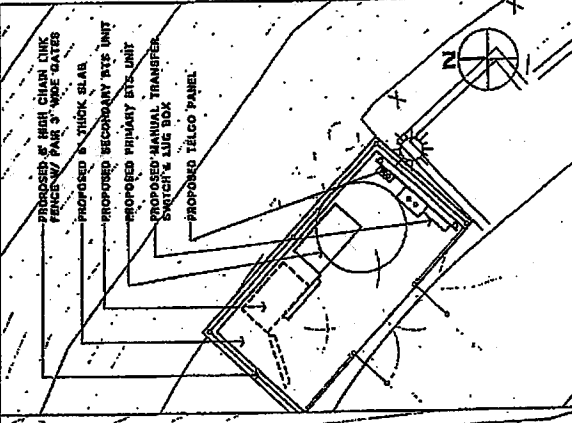
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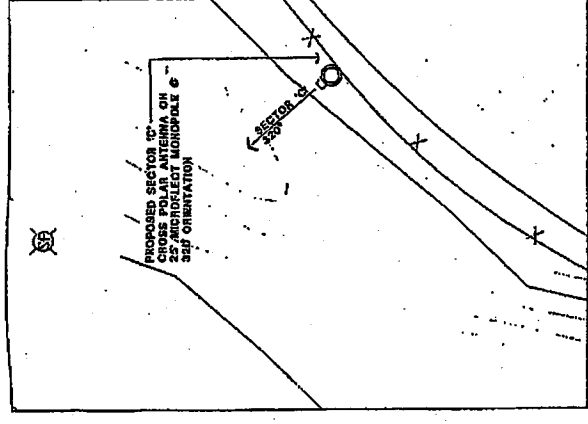
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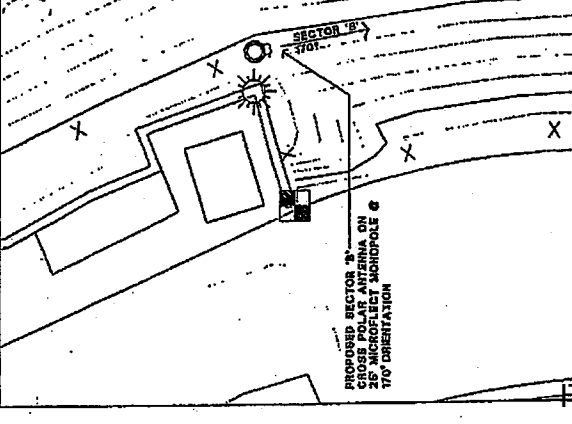
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SCALE: 1/4"=1'-0"

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4

LEASE AREA PLAN

EQUIP AREA

SECTOR 'B'

SECTOR 'C'

SECTOR 'A'

SECTOR 'A'

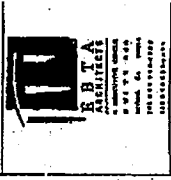
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DATE	03/19/01	
ARCHITECT	AT	
DRAWN BY	AT	
CHECKED BY	AT	
REV	DATE	DESCRIPTION

Xingular
 WIRELESS
 2521 MICHELLE DRIVE, 2ND FLOOR
 TUSTIN, CALIFORNIA 92780

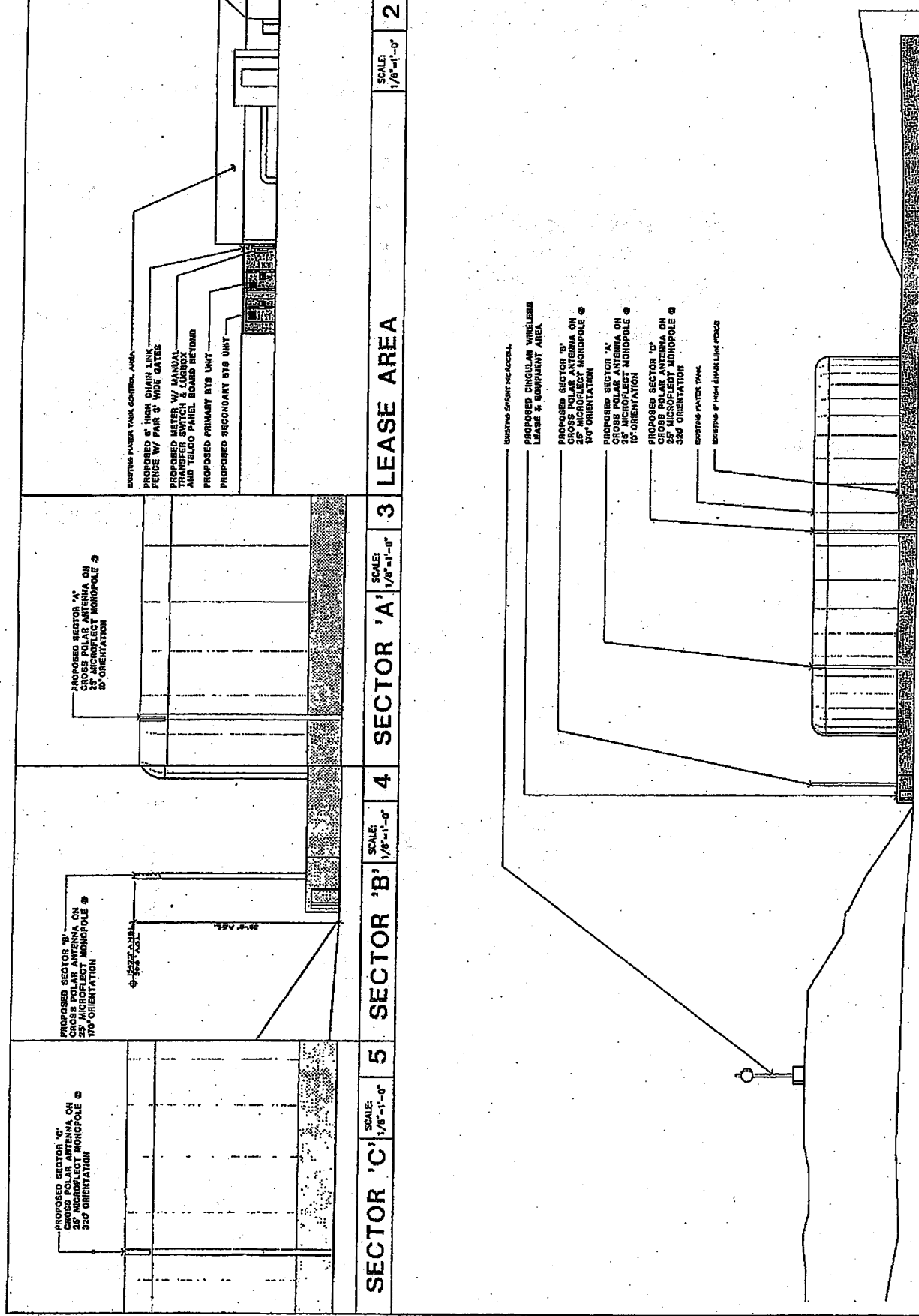
THE CONSULTING GROUP, INC.
 PROJECT ENGINEER
 1500 VAN KLEEF AVENUE, SUITE 270
 COSTA MESA, CALIFORNIA 92626
 (714) 608-0888 FAX (714) 477-3063



THE NUMBER
 LA-597-05-P1
 ANTENNA
 INSTALLATION
 2000 WATER TANK
 CALARIBAS PARKWAY
 CALARIBAS, CA 91302

SECTION
 SITE ELEVATION
 3007 1/8"=1'-0"

A-3
 04-09-01

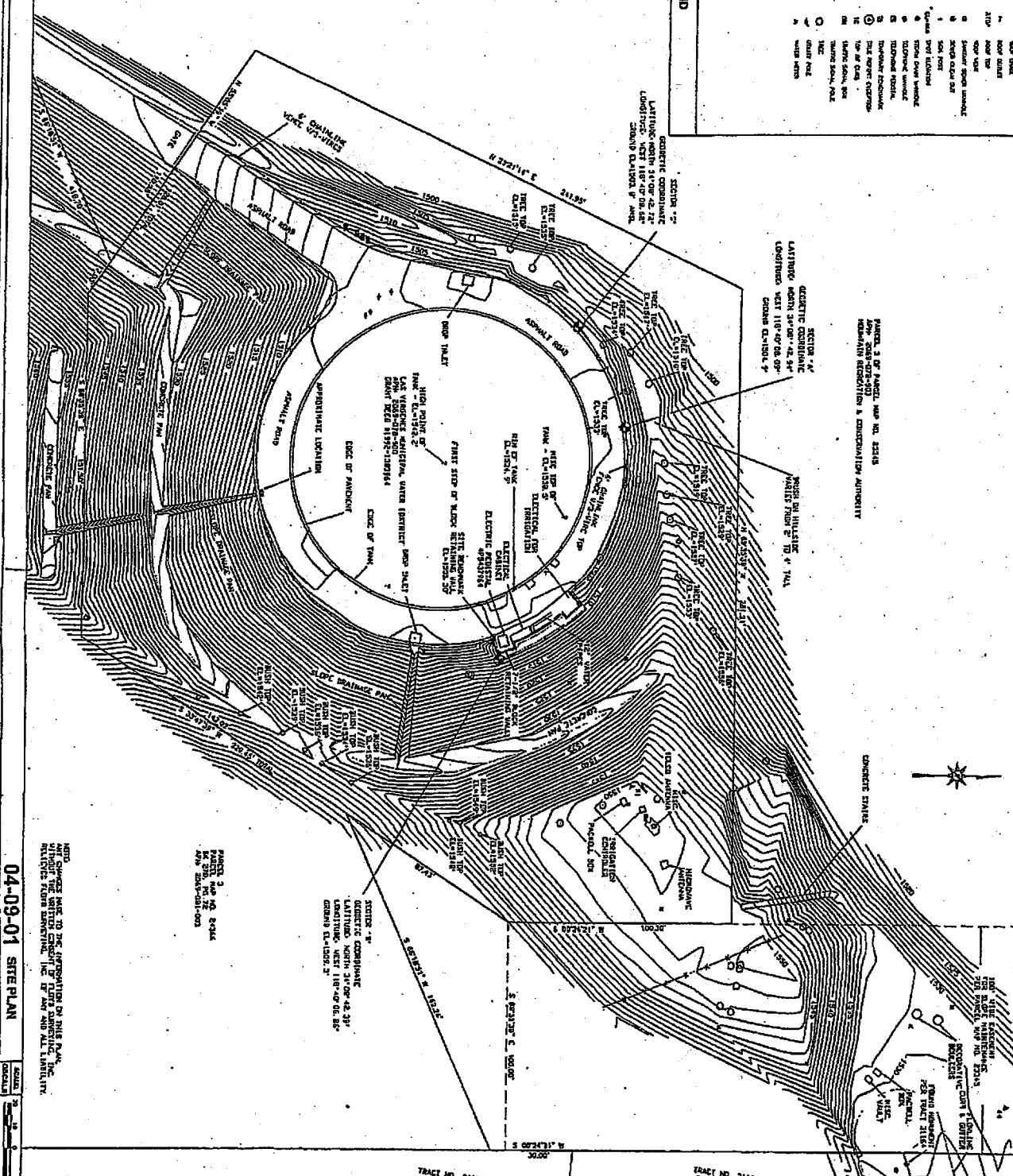


Elevation

ITEM 8D

LEGEND

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04-09-01 SITE PLAN

PROJECT INFORMATION

CORODILLA WATER TANK
LA-591-05
CALABASAS, CA 91302
LOS ANGELES COUNTY

CONSULTANT

THE CONSULTING GROUP, INC.

DATE

3/19/01

ISSUE

ZONING

DATE

3/19/01

PREPARED BY

FLOYD SURVEYING, INC.

7700 WILSON AVENUE
LOS ANGELES, CA 90048
OFFICE: (310) 577-6127
FAX: (310) 577-6128
EMAIL: floyd@floydinc.com

SCALE

1" = 20'

DATE

04/09/01

PROJECT NUMBER

LS2

SHEET NUMBER

1

EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Cingular Wireless
Attn: Property Management
2521 Michelle Drive, 2nd Floor
Tustin, CA 92780

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____, 2001, is between LAS VIRGENES MUNICIPAL WATER DISTRICT ("Lessor"), and CINGULAR WIRELESS LLC, A DELAWARE LIMITED LIABILITY COMPANY, on behalf of PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of _____, 2001, covering certain premises (the "Premises") situated on a portion of that certain real property located in the County of Los Angeles, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Los Angeles County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants, and conditions contained in the Lease.

2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before July 1, 2002, and shall expire ten (10) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 3 of the Lease for one (1) additional term of ten (10) years.

3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

LESSOR

LAS VIRGENES MUNICIPAL WATER DISTRICT

By: _____

Name: James E. Colbaugh

Title: General Manager

LESSEE

CINGULAR WIRELESS LLC,

A DELAWARE LIMITED LIABILITY COMPANY,

on behalf of PACIFIC BELL WIRELESS, LLC,

A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: _____

Name: Charles Vranek

Title: Vice President, Special Projects/Real Estate

[Signatures must be notarized]


ITEM 8D
Initials: 

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Premises are a part is described as follows:

Parkway Calabasas and Cordillera Drive
Calabasas, CA 91302
APN: 2069-078-900

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

PARCEL A:

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

Commencing at a 2-inch iron pipe tagged "RCE 16362" set at the most Northwesterly corner of Tract No. 31277, per the map thereof recorded in Book 893, Page 89 to 92 of Maps, records of said County.

Thence South along the Westerly boundary of said Tract a distance of 30.00 feet;

Thence West a distance of 100.00 feet to the point of beginning.

Thence the following six courses:

- 1) Thence South 33° 23' 18" West, a distance of 229.45 feet;
- 2) Thence West, a distance of 151.50 feet;
- 3) Thence North 55° 30' 00" West, a distance of 128.01 feet;
- 4) Thence North 24° 56' 53" East, a distance of 241.95 feet;
- 5) Thence East, a distance of 281.21 feet;
- 6) Thence South, a distance of 100.30 feet to the true point of beginning.

Said land is also a portion of Parcel 3 of Parcel Map No. 23345.

PARCEL B:

Permanent Access Road Extension

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, being a strip of land 20.00 feet wide, lying equally on each side of the following described line:

Commencing at the Southeasterly terminus of the third course of Exhibit "N-2", hereinafter described; thence along said third course,

North 55° 30' 00" West, a distance of 74.47 feet to the true point of beginning.

EXHIBIT A (CONTINUED)

Thence the following seven courses:

- 1) Thence South 33° 00' 00" West, a distance of 69.75 feet to the beginning of a tangent curve;
- 2) Thence along said curve, concave Southeasterly, having a radius of 640.00 feet, Southwesterly an arc distance of 61.44 feet, through a central angle of 05° 30' 30" to a line tangent to said curve;
- 3) Thence South 27° 30' 00" West, a distance of 12.18 feet to the beginning of a tangent curve;
- 4) Thence along said curve, concave Northwesterly, having a radius of 250.00 feet; Southwesterly an arc distance of 128.72 feet; through a central angle of 29° 30' 00" to a line tangent to said curve;
- 5) Thence South 57° 00' 00" West, a distance of 9.03 feet to the beginning of a tangent curve;
- 6) Thence along said curve, concave Southeasterly, having a radius of 270.00 feet, Southwesterly an arc distance of 80.11 feet, through a central angle of 17° 00' 00" to a line tangent to said curve;
- 7) Thence South 40° 00' 00" West, a distance of 41.15 feet. The sidelines of the above described strip of land to be prolonged or shortened so as to begin at the Southwesterly line of said Exhibit "N-2".

PARCEL C:

Permanent Access Road Drive

That portion of the West half of Section 28, Township 1 North, Range 17 West, San Bernardino Meridian, in the City of Calabasas, County of Los Angeles, State of California, more particularly described as follows:

A strip of land 20.00 feet wide, lying equally on each side of the following described line:

Beginning at the Southwesterly terminus of the seventh course of Exhibit "C-2", hereinbefore described:

EXHIBIT A (CONTINUED)

- 1) Thence South $40^{\circ} 00' 00''$ West, a distance of 105.54 feet along the Southwesterly prolongation of said seventh course to the beginning of a tangent curve;
- 2) Thence along said curve, concave Northwesterly, having a radius of 800.00 feet, Southwesterly an arc distance of 34.91 feet, through a central angle of $02^{\circ} 30' 00''$ to a line tangent to said curve;
- 3) Thence South $42^{\circ} 30' 00''$ West, a distance of 70.70 feet to the beginning of a tangent curve;
- 4) Thence along said curve, concave Northwesterly, having a radius of 220.00 feet, Southwesterly an arc distance of 69.12 feet, through a central angle of $18^{\circ} 00' 00''$ to a line tangent to said curve;
- 5) Thence South $60^{\circ} 30' 00''$ West, a distance of 23.86 feet to the beginning of a tangent curve;
- 6) Thence along said curve, concave Southeasterly, having a radius of 80.00 feet, Southwesterly an arc distance of 5.59 feet, through a central angle of $04^{\circ} 00' 00''$ to a line tangent to said curve;
- 7) Thence South $56^{\circ} 30' 30''$ West, a distance of 23.16 feet to the beginning of a tangent curve;
- 8) Thence along said curve, concave Southeasterly, having a radius of 740.00 feet, Southwesterly an arc distance of 71.03 feet, through a central angle of $05^{\circ} 30' 00''$ to a line tangent to said curve.
- 9) Thence South $51^{\circ} 00' 00''$ West, a distance of 38.67 feet to the beginning of a tangent curve;
- 10) Thence along said curve, concave Southeasterly, having a radius of 80.00 feet, Southwesterly an arc distance of 9.77 feet, through a central angle of $07^{\circ} 00' 00''$ to a line tangent to said curve;
- 11) Thence South $44^{\circ} 00' 00''$ West, a distance of 66.80 feet to the beginning of a tangent curve;
- 12) Thence along said curve, concave Northwesterly, having a radius of 1200.00 feet Southwesterly an arc distance of 153.50 feet through a central angle of $07^{\circ} 19' 45''$ to a line tangent to said curve;
- 13) Thence South $51^{\circ} 19' 45''$ West, a distance of 127.63 feet;
- 14) Thence South $84^{\circ} 44' 49''$ West, a distance of 38.50 feet.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____,

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

WITNESS my hand and official seal.

(Signature of Notary Public)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____,

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

WITNESS my hand and official seal.

(Signature of Notary Public)



November 27, 2012 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Terrorism Insurance

SUMMARY:

At the Board Meeting on September 25, 2012, the Board approved the insurance proposal from Argonaut Insurance Co. and difference in conditions (DIC) insurance from Empire Indemnity and Princeton Insurance. Terrorism insurance options were shown in the report but were not considered by the Board in accepting the proposals. Staff seeks direction on whether the Board intended to decline the terrorism insurance options or if the Board wants pursue the options.

The options for terrorism insurance are as follows:

- For property insurance, except Rancho Composting Facility, the option amount is \$3,226.
- For DIC insurance, the option is \$91,500.
- For management liability insurance, the option is \$5,534.

The Board may select any combination of options or reject all of them.

RECOMMENDATION(S):

Reject all of the terrorism insurance options.

DISCUSSION:

The insurance companies are required to offer terrorism insurance. Last year was the first year the Board approved one option for terrorism insurance; in other years the Board rejected all options.

Terrorism insurance pays only when the federal government declares an act a result of terrorism.

Prepared By: Sandra Hicks, Director of Finance & Administration