



Dedicated to Providing Quality
Water & Wastewater Service

OFFICERS

President

Charles P. Caspary
Director, Division 1

Vice President

Glen D. Peterson
Director, Division 2
MWD Representative

Secretary

Barry S. Steinhardt
Director, Division 5

Treasurer

Leonard E. Polan
Director, Division 4

Lee Renger

Director, Division 3

David W. Pedersen, P. E.
General Manager

Wayne K. Lemieux
Counsel

HEADQUARTERS
4232 Las Virgenes Road
Calabasas, CA 91302
(818) 251-2100
Fax (818) 251-2109

WESTLAKE
FILTRATION PLANT
(818) 251-2370
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TAPIA WATER
RECLAMATION FACILITY
(818) 251-2300
Fax (818) 251-2309

RANCHO LAS VIRGENES
COMPOSTING FACILITY
(818) 251-2340
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www.LVMWD.com

MEMBER AGENCY OF THE
METROPOLITAN WATER
DISTRICT
OF SOUTHERN CALIFORNIA

March 21, 2013

Call and Notice of Special Meeting of the Board of
Directors of Las Virgenes Municipal Water District

A Special Meeting of the Board of Directors of Las Virgenes Municipal Water District is hereby called and notice of said Special Meeting is hereby given for **4:00 p.m. on Tuesday, March 26, 2013**, Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California, 91302, to consider the following:

1. Call to Order and Roll Call
2. Special Board Meeting (See Attached Agenda)
3. Adjournment

By Order of the Board of Directors
CHARLES CASPARY, President

David W. Pedersen
Deputy Secretary

c: Each Director



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

AGENDA
SPECIAL 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.

4:00 PM

March 26, 2013

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.

Board of Directors	Present	Left	Absent
Charles Caspary, President	_____	_____	_____
Glen Peterson, Vice President/MWD Rep.	_____	_____	_____
Barry Steinhardt, Secretary	_____	_____	_____
Leonard Polan, Treasurer	_____	_____	_____
Lee Renger, Director	_____	_____	_____

2. APPROVAL OF AGENDA

A Moved by Director_____, seconded by Director_____, and_____, that the agenda for the Regular Meeting of March 26, 2013, be approved as presented/amended.

3. PUBLIC COMMENTS

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

4. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Legislative and Regulatory Updates

5. CONSENT CALENDAR

A Minutes: Regular Meeting of February 26, 2013. Approve

B List of Demands: March 26, 2013. Approve

C Investment Report for the Month of February 2013. Approve

6. TREASURER

7. BOARD OF DIRECTORS

A Grievance Hearing for General Unit Employee

Conduct a grievance hearing for a General Unit employee in accordance with the Memorandum of Understanding between the District and SEIU Local 721; determine whether or not the aggrieved employee worked out-of-class and, if so, for what period of time; and, if the aggrieved employee is determined to have worked out-of-class, approve additional compensation for the period of time when such work was performed.

8. FACILITIES AND OPERATIONS

A Commercial Real Estate Services for Lease of Building Nos. 1 and 8

Authorize the General Manager to execute an updated six-month Exclusive Authorization of Sale and Lease with NAI Capital, Inc., for broker services to lease the suite on the first floor of Building No. 8, with a listed rate of \$1.95 per square foot per month, and to lease the vacant Building No. 1, upon completion of re-zoning, elevator installation, and parking improvements.

B Infrastructure Investment Plan - Fiscal Years 2013-14 through 2016-17

Receive and file the Fiscal Years 2013-14 through 2016-17 Infrastructure Investment Plan.

C Tapia Water Reclamation Facility Alternative Disinfection Project: Review, Ratification and Approval of Change Orders

Ratify the General Manager's administrative approval of Change Order 3, in the amount of \$14,457.35, and approve Change Order 4, in the amount of \$25,573.02, for the Tapia Water Reclamation Facility Alternative Disinfection Project.

9. FINANCE AND ADMINISTRATION

A Contract for Purchase and Delivery of Cla-Val Parts and Products

Authorize the General Manager to execute a one-year contract with Famcon Pipe & Supply, Inc., for the purchase and delivery of Cla-Val parts and products in an amount not to exceed \$85,000.

10. INFORMATION ITEMS

- A Claim from Brad Glassman**
- B Claim from Fred Rubin**
- C Los Angeles County Clean Water, Clean Beaches Measure - Update**
- D Proclamations and Ceremonial Resolutions - Update of Template**

11. 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**
 - (1) General Business
 - (2) Follow-Up Items
- D Director's Comments**

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

- A Conference with District Counsel - Existing Litigation:**
 - 1. Heal the Bay, Inc. v. Lisa P. Jackson
- B 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.

14. OPEN SESSION AND ADJOURNMENT



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

MINUTES
REGULAR MEETING

5:00 PM

February 26, 2013

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by President Caspary.

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 Caspary in the District offices. Deputy Secretary Conklin notified attendees that the board meeting was being audio recorded and called the roll. Those answering present were Directors Caspary, Polan, Renger and Steinhardt. Directors absent: Peterson.

2. APPROVAL OF AGENDA

A Approval of agenda

On a motion by Director Barry Steinhardt, seconded by Director Leonard Polan, the Board of Directors voted 4-0 -1 to Approve the agenda for the Regular Meeting of February 26, 2013, as presented.

AYES: Director(s) Caspary , Polan , Renger , Steinhardt

ABSENT: Director(s) Peterson

3. PUBLIC COMMENTS

No speaker cards were received from the public.

4. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Proclamation Recognizing the Service of Tin Comsooksri

President Caspary presented Tin Comsooksri with a proclamation in recognition of his service with the District. Mr. Comsooksri thanked the Board and stated he had enjoyed working at the

ITEM 5A

District and missed his coworkers.

B Legislative and Regulatory Updates

No report was given.

5. CONSENT CALENDAR

On a motion by Director Lee Renger, seconded by Director Barry Steinhardt, the Board of Directors voted 4-0 -1 to Approve Consent Calendar 5A-5C as presented in the recommendations.

AYES: Director(s) Caspary , Polan , Renger , Steinhardt

ABSENT: Director(s) Peterson

A Minutes: Regular Meeting of January 8, 2013. **Approve**

B List of Demands: February 26, 2013. **Approve**

C Investment Report for the Month of January 2013. **Approve**

6. TREASURER

Treasurer Polan stated he requested clarification on a contract with RBF Consulting (Principal Engineer Zhao stated the work was being done due to a zoning change (parcel map waiver process, which will allow the District as a public agency to legally rent space)).

7. FACILITIES AND OPERATIONS

A District's Radio System Upgrade

Appropriate funds in the amount of \$23,700.51 for the purchase of the additional radio equipment for the Radio System Upgrade Project.

Water Systems and Facilities Manager Miller discussed project costs associated with system requirements for narrow-band range radio operations.

The Board of Directors commented on security (signal is scrambled, encrypted and jumps around); justification of increase (additional costs were related to repeaters at offsite facilities, which were located in closets and previously unaccounted for as part of the radio system inventory); status of inventory (complete and all components are listed in AMMS (Advanced Maintenance Management System)); remembers there being an approval for \$30,000 to conduct an inventory of the radio system requirements.

Director of Resource Conservation and Public Outreach Reyes (acting on behalf of General Manager Pedersen) stated staff would research the question related to approval of a \$30,000 survey cost and report back to the Board.

On a motion by Director Barry Steinhardt, seconded by Director Lee Renger, the Board of Directors voted 4-0 -1 to Approve the recommendation as presented.

AYES: Director(s) Caspary , Polan , Renger , Steinhardt

ABSENT: Director(s) Peterson

B Equestrian Tank Evaluation (LVMWD Report No. 2508.00)

Receive and file the 2012 Equestrian Tank Evaluation Report No. 2508.00.

Principal Engineer Zhao responded to Board of Directors comments including: size of tank; ASR (Alkali Silica Reaction) cracking at Equestrian Tank and foundation for Westlake Pump

Station pumps; formation of calcium carbonate (gravel not water causes this to occur).

President Caspary stated it was prudent to look at cathodic protection of rebar.

On a motion by Director Lee Renger, seconded by Director Leonard Polan, the Board of Directors voted 4-0 -1 to Approve the recommendation as presented.

AYES: Director(s) Caspary , Polan , Renger , Steinhardt

ABSENT: Director(s) Peterson

8. FINANCE AND ADMINISTRATION

A Claims by Michaels Stores, Inc. and Costco Wholesale

Deny the claims from Michaels Stores, Inc. and Costco Wholesale.

Water Systems and Facilities Manager Miller discussed the fire system alarm and detector check; stated he had not met with representatives from Costco yet, but had met with Michael's representative regarding fire sprinkler pipe (cast iron), tilt-up building issues, pipe isn't coated (was on private side of meter); and corrosion was caused by soil.

The Board of Directors commented on commercial pressure regulators (different than residential as Building Code sets pressure on commercial based on zoning); when the law is clear why do we pay a consultant (Director of Finance and Administration Hicks stated the insurance company reviews); when buildings are constructed does the District set pressure (yes).

On a motion by Director Charles Caspary, seconded by Director Lee Renger, the Board of Directors voted 4-0 -1 to Approve the recommendation as presented.

AYES: Director(s) Caspary , Polan , Renger , Steinhardt

ABSENT: Director(s) Peterson

President Caspary stated if legal counsel discovers additional facts pertaining to either claim staff is to bring them back to the Board.

9. NON-ACTION ITEMS

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

(1) No report was given.

(2) Director Caspary reported on his attendance at, and serving as Chair of the Santa Monica Bay Restoration Commission (SMBRC) Watershed Advisory Council (WAC) meeting of February 13th, discussions included 2013-14 workplans, full review of the State of the Bay (last updated 2008), meeting was attended by three board members, twenty WAC members and fifteen members of the public and stated District staff will have an opportunity to provide Commission staff with more technical suggestions; and the SMBRC Governing Board meeting of February 21st, discussions included status of Bay Restoration updates, Wetlands/Climate Change Symposium on March 25th (will provide additional information as it becomes available), Dr. Eric Stein was appointed to the Technical Advisory Committee (TAC), Marina Del Rey Wetlands (Ballona Wetlands) restoration, election of Governing Board WAC member-at-large and stated Marina Del Rey Anglers was nominated for and received a seat on the Board.

B Director's Reports on Outside Meetings

Director Renger reported on his attendance at the AWA WaterWise meeting of February 21st,

which included a discussion of pollution from horses within the Santa Clara River.

Director Caspary routed a copy of the Bay Restoration Report to the Board.

C Director's Comments

Director Steinhardt discussed upcoming meeting attendance at ACWA's Legislative Symposium and EWRI's Climate Change Symposium; and Heal the Bay's upcoming press conference regarding Malibu Creek and suggest someone attend (President Caspary requested Director of Resource Conservation and Public Outreach Reyes provide information (Reyes stated there would be a State of the Creek report roll-out on March 19th and this report was referenced in the EPA TMDL)).

Director Caspary stated General Manager Pedersen planned on meeting with Heal the Bay on March 11th to review the report, and that there was a board meeting on March 12th during which the report could be discussed; Director Steinhardt stated the District should be prepared to counter data presented (President Caspary stated staff was preparing a strategy and Reyes noted the strategy would be presented at the March 4th JPA board meeting and there were additional upcoming meetings scheduled to discuss TMDL strategy).

D General Manager Reports

On behalf of General Manager Pedersen, Director of Resource Conservation and Public Outreach Reyes provided an update of general business of the District including upcoming calendar events (AWA, SMBRC Wetlands Symposium, scheduling of a Joint Powers Authority watershed tour, Senator Pavley's Open House (Director Steinhardt stated he was attending this event)).

10. FUTURE AGENDA ITEMS

Director Polan discussed the ACWA/JPIA Perspective newsletter, which discussed the District's responsibility to work closely with Cal/OSHA in regards to illness/injury policies (Director of Finance and Administration Hicks stated the District has a very active safety program, which includes an employee safety committee).

The meeting adjourned to break at 6:06 p.m.

The meeting convened into Closed Session at 6:13 p.m.

11. CLOSED SESSION

A Conference with District Counsel - Potential Litigation (Government Code Section 54956.9): Two Cases

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

12. OPEN SESSION AND ADJOURNMENT

The meeting reconvened into Open Session at 6:23 p.m. No reportable actions were taken during Closed Session.

The Chair declared the meeting adjourned at 6:24 p.m.

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

ATTEST:

BARRY STEINHARDT, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LEONARD POLAN, TREASURER

Payments for Board Meeting of : March 26, 2013

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. 62027 through 62184 were issued in the total amount of \$ 397,954.13

Payments through wire transfers as follows:

No Wires Transfer

Total payments \$ 397,954.13

(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
03/26/13**

Company Name	Company No.	Check No. 62027 thru 62085 03/12/13	Amount	Check No. 62086 thru 62147 03/19/13	Amount	Check No. 62148 thru 62184 03/26/13	Amount	Total
Potable Water Operations	101	29,010.19		18,305.00		7,607.75		54,922.94
Recycled Water Operations	102							0.00
Sanitation Operations	130			3,359.78				3,359.78
Sani- Construction	230							0.00
Potable Water Replacement	301	4,436.81		30,096.36		12,269.41		46,802.58
Reclaimed Water Replace	302							0.00
Internal Service	701	79,410.93		37,601.63		58,648.10		175,660.66
Joint Venture Operations	751	38,818.22		49,756.49		16,681.63		105,256.34
Joint Venture Replacement	754			11,951.83				11,951.83
Total Printed		151,676.15		151,071.09		95,206.89		397,954.13

Voided Checks/Payment Stopped:

None

Total Voids	0.00	0.00	0.00
Net Total	151,676.15	151,071.09	95,206.89
			397,954.13

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
62027	03/12/13	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	L. MILLER: CCWUIC LUNCHEON 2/27	PV	124285	001	00701	25.00	05-6526
Payment Amount										25.00
62028	03/12/13	2869	AT&T	SRV	PV	124255	001	00101	50.13	5388/022313
2/23/13--03/22 /13										
62029	03/12/13	7965	B&B PALLET CO.	SRV	PV	124256	001	00101	51.84	0210/022313
2/23/13--03/22 /13										
62030	03/12/13	18071	BLUE DIAMOND	SRV	PV	124257	001	00101	50.13	7426/022313
2/23/13--03/22 /13										
62031	03/12/13	18071	BLUE DIAMOND	SRV	PV	124258	001	00101	49.34	0192/022513
2/25/13--03/24 /13										
62032	03/12/13	18071	BLUE DIAMOND	SRV	PV	124259	001	00101	49.41	2150/022013
2/20--3/19/13										
62033	03/12/13	18071	BLUE DIAMOND	G.PETERSON'S-02/23--03/22/13	PV	124260	001	00701	54.10	1984/022313
3										
62034	03/12/13	18071	BLUE DIAMOND	SRV	PV	124262	001	00101	51.84	2430/022313
2/23/13--03/22 /13										
62035	03/12/13	18071	BLUE DIAMOND	SRV	PV	124264	001	00701	251.33	0119/02213
2/22/13--03/21 /13										
Payment Amount										608.12
62029	03/12/13	7965	B&B PALLET CO.	55YD WOOD CHIPS 1"	PV	124246	001	00701	616.55	109499
55YD WOOD CHIPS 1"										
55YD WOOD CHIPS 1"										
130YD WOOD CHIPS 1"										
55YD WOOD CHIPS 1"										
55YD WOOD CHIPS 1"										
55YD WOOD CHIPS 1"										
Payment Amount										3,923.50
62030	03/12/13	18071	BLUE DIAMOND	AC 3/8 FINE	PV	124370	001	00701	263.73	342914

ITEM 5B

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
MATERIALS											
62031	03/12/13	18782	BURTON BRIL	PAVING MAT'L	PV	124341	001	00701		263.73	022213
				Payment Amount							
				REIMB-CERT						1,329.60	
				EXAM PREP							
				2/18-2/22							
62032	03/12/13	18892	COPIER	Payment Amount	PV	124289	001	00701		169.00	100076
			HEADQUARTERS,	REPR OF XEROX							
			INC.	BILLING							
				PRINTER							
				REPR OF XEROX						176.94	100111
				BILLING							
				PRINTER							
62033	03/12/13	17852	CYBER COPY	Payment Amount	PV	124298	001	00701		345.94	410353
				PRINTING:							
				1235'						654.87	
				BACKBONE							
				PROJ.							
62034	03/12/13	12559	DATASTREAM	Payment Amount	PV	124373	001	00701		654.87	14215
			BUSINESS	11/1/12-1/31/							
			SOLUTIONS,	13 STANDBY						2,149.88	
			INC.	CHRG							
62035	03/12/13	18743	EUROFINS	Payment Amount	PV	124374	001	00701		2,149.88	L0114952
			EATON	MISC LAB						1,520.00	
			ANALYTICAL,	ANALYSIS							
			INC.								
62036	03/12/13	18815	FASTENAL	Payment Amount	PV	124310	001	00701		1,520.00	CACHA13601
			COMPANY	RESTOCK						9.32	
				RANCHO BOLD							
				BINS							
				RESTOCK BOLT						130.18	CACHA13600
				BINS							
				RESTOCK BOLT						177.12	CACHA13600
				BINS							
				CORDLESS						535.05	CACHA13608
				ROTARY HAMMER							
				DRILL							

ITEM 5B

Alt Payee 18835 FASTENAL COMPANY
P. O. BOX 1286

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key	Amount	Invoice Number
WINONA MN 55987-1286									
62037	03/12/13	2658	FEDERAL EXPRESS CORP	Payment Amount PACKAGES DEL 2/25/13	PV	124299	001 00701	24.51	2-193-37829
62038	03/12/13	2655	FERGUSON ENTERPRISES	Payment Amount GATE VALVE, 6", 8 HOLE, CL150	PV	124355	001 00701	1,218.62	0430218
				BALL VALVE	PV	124357	001 00701	1,310.49	0429563
				3/8" WATTS	PV	124357	007 00701	90.95	0429563
				B6000					
Alt Payee 3207 FERGUSON ENTERPRISES, INC. #1083 FILE 56809 LOS ANGELES CA 90074-6809									
62039	03/12/13	18869	FIELDMAN, ROLAPP & ASSOCIATES, INC.	Payment Amount 1/24~2/27/13 SRV FEE & TRAVEL	PV	124375	001 00701	6,563.48	20818
Payment Amount 2,620.06									
62040	03/12/13	18845	FREELITE SKYLIGHTS	Payment Amount REPLACE SKYLIGHTS TWO NEW SKYLIGHTS @ RANCHO	PV	124318	001 00701	1,872.00	251144
Payment Amount 6,563.48									
62041	03/12/13	4971	FUGRO CONSULTANTS, INC.	Payment Amount 1/25~2/21/13 RE-COOPER V.CPEOA	PV	124283	001 00701	1,180.64	04.62120105-5
Payment Amount 3,663.00									
Alt Payee 6803 FUGRO CONSULTANTS, INC. P. O. BOX 200559 HOUSTON TX 77216-0559									
62042	03/12/13	6770	G.I. INDUSTRIES	Payment Amount 3/13 DISPODAL@HQ/S HOP	PV	124301	001 00701	637.72	2631213-0283-4
Payment Amount 1,180.64									
				3/13 DISPOSAL@RLV FARM	PV	124302	001 00701	79.72	2631212-0283-6

Batch Number - 222214

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key	Amount	Invoice Number
					PV	124303	001 00701	79.72	2631211-0283-
				DISPOSAL@RLV					8
				DISPOSAL@WLK				158.27	2353399-0283-
				DISPOSAL@TAPI				427.27	2519943-0283-
				A					3
				DISPOSAL@TAPI				1,000.91	2519944-0283-
				A					1
<p>Alt Payee 6771 G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065</p>									
62043	03/12/13	18890	GARLAND MFG COMPANY	SS WELD	PV	124312	001 00701	1,867.00	0150924-IN
				WASHERS					
				FREIGHT				289.87	0150924-IN
				Payment Amount				503.00	21301025
62044	03/12/13	2888	GEOLABS	12/1/12-12/31	PV	124244	001 00701	503.00	21301025
				/12 MALIBU					
				BOWL				380.00	21302023
				1/1-1/31/13					
				MALIBU BOWL					
				Payment Amount				883.00	
62045	03/12/13	2701	GRAINGER, INC.	ROLLING STEP	PV	124268	001 00701	509.12	9069233923
				LADDER					
<p>Alt Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001</p>									
				Payment Amount				509.12	
62046	03/12/13	9646	GRAYBAR ELECTRIC CO.	QUANTUM CPU	PV	124316	001 00701	138.55	965125168
				BATTERY					
				FREIGHT				9.28	965125168
				Payment Amount				147.83	
62047	03/12/13	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	MISC INVENTORY	PV	124358	001 00751	672.42	00588025
				ITEMS					
<p>Alt Payee 7132 HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 14480 YORBA AVENUE</p>									

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
62048	03/12/13	4791	SANDRA HICKS	REIMB-CSFMO CNF	PV	124282	001	00701		629.33	022213
Payment Amount										672.42	
2/20--2/22/13											
62049	03/12/13	6439	HIDDEN HILLS COMMUNITY ASSOCIATION	REPR 4" VALVE@25081 LEWIS/CLAR	PV	124344	001	00101		185.00	PERMIT#868
Payment Amount										629.33	
4"VALVE@24954											
JIM BRIDGER											
62050	03/12/13	16809	ICTUS CONSULTING, LLC	02/13 RECORDS MANAGEMENT	PV	124371	001	00701		3,250.00	LVMWD 130301
Payment Amount										370.00	
62051	03/12/13	4144	INTERSTATE BATTERY SYSTEMS	BATTERIES FOR VEH#822;316	PV	124376	001	00701		595.93	21018169
Payment Amount										3,250.00	
BATTERIES FOR VEH#853 & STOCK										159.73	21018172
Payment Amount										755.66	
62052	03/12/13	3083	JCI JONES CHEMICALS, INC	SODIUM HYPOCHLORITE- 4996GAL	PV	124243	001	00701		2,907.52	573935
Payment Amount										2,907.52	
All Payee											
JCI JONES CHEMICALS, INC P.O. BOX 636877 CINCINNATI OH 45263-6877											
62053	03/12/13	2611	LA DWP	RECTIFIER 01/24/13--02/2 2/13 RECTIFIER 01/25/13--02/2 5/13	PV	124293	001	00101		39.13	08345/022213
Payment Amount										2,907.52	
Payment Amount										73.91	
62054	03/12/13	3164	LEMIEUX & O'NEILL	RETAINER- FEBRUARY'13 PROFESSIONAL	PV	124241	001	00701		6,000.00	140-999M/0213
Payment Amount										6,000.00	
Payment Amount										86.00	140M/0213

ITEM 5B

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	002	00701		242.00	140M/0213
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	003	00701		340.00	140M/0213
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	004	00701		911.92	140M/0213
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	005	00701		538.50	140M/0213
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	006	00701		951.49	140M/0213
				SRVS-FEB'13							
				PROFESSIONAL	PV	124242	007	00701		16,839.94	140M/0213
				SRVS-FEB'13							
				Payment Amount					25,909.85		
62055	03/12/13	2789	LIEBERT	P/E 1/31/13	PV	124284	001	00701		30.00	160909
			CASSIDY	RE:GENERAL							
			WHITMORE								
				1/31/13-SEIU	PV	124353	001	00701		780.00	160910
				NEGOTIATIONS							
				2012							
				Payment Amount					810.00		
62055	03/12/13	18695	JOSEPH LILLIO	REIMB-CSFMO	PV	124281	001	00701		316.75	022213
				CNF							
				2/20~2/22/13							
				Payment Amount					316.75		
62057	03/12/13	3483	DAVID LIPPMAN	REIMB-LEGISLT	PV	124342	001	00701		1,413.53	022813
				MTG@DC							
				2/24~2/28							
				Payment Amount					1,413.53		
62058	03/12/13	2810	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	12/14-L201203	PV	124277	001	00301		664.73	RE-PW-1301160
				833 MALIBU							5017
				BWL							
				01/14-L201203	PV	124278	001	00301		739.20	RE-PW-1302130
				833 MALIBU							5753
				BWL							
				1/23-L2013002	PV	124372	001	00101		885.00	RE-PW-1302130
				65:31935							6003
				WTRGATE							
				Payment Amount					2,288.93		
62059	03/12/13	18872	MAC CHEVRON	GAS C-HRGS	PV	124240	001	00701		5,235.35	3000003

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
02/15-02/28/13											
3											
62060	03/12/13	18879	MALIBU CANYON SHELL	Payment Amount DIESEL GAS	PV	124238	001	00701		5,235.35 702.48	1000002
2/15-2/28/13											
62061	03/12/13	2839	MOTION INDUSTRIES, INC.	Payment Amount ELECTRIC PUMP MOTOR	PV	124271	001	00701		702.48 396.82	CA22-560728
Alt Payee 10317 MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074											
62062	03/12/13	2863	ON HOLD MARKETING SYSTEMS	Payment Amount ANN'L MESSAGE SRV @ HQ	PV	124347	001	00701		396.82 828.00	71976
62063	03/12/13	13586	ORACLE AMERICA, INC.	Payment Amount 11/23/12-02/2 2/13 JDE MAINT	PV	124340	001	00701		828.00 15,684.41	41592282
62064	03/12/13	18821	LEONARD POLAN	Payment Amount REIMB CASA CNF	PV	124279	001	00701		15,684.41 52.48	011813
1/16-1/18/13											
62065	03/12/13	8484	PRAXAIR DISTRIBUTION, INC	Payment Amount 02/13 CYLINDER RNTL	PD	124280	001	00701		27.48 84.70	022113 45361814
Alt Payee 8898 PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511											
62066	03/12/13	2585	PURETEC	Payment Amount 02/13 TANK EXCHANGE SRV 03/13-14" D.I. RNTL	PV	124349	001	00701		84.70 282.88 94.30	1212451 1216219

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				03/13-8" D.I.	PV	124351	001	00701		22.06	1216380
				RNTL							
				Payment Amount						399.24	
62067	03/12/13	16788	RADIO ACTIVITY	RENEW FCC LICENSE-CALL SIGN	PV	124253	001	00701		150.00	0122212
				SRV CALL-NEW BACKUP BATTERY	PV	124263	001	00101		110.00	0022613
				REPLACE LCD DISPLAY	PV	124267	001	00701		557.00	0021513
				Payment Amount						817.00	
62068	03/12/13	17174	ROTH STAFFING COMPANIES, LP	PIE	PV	124291	001	00701		510.00	12822198
				2/24/13-TMP SRV-MALIK,ALI A	PV	124348	001	00701		7,400.00	C2350450
				Payment Amount						510.00	
62069	03/12/13	18840	RSR RESTAURANT GROUP, INC.	REFD FOR 3/4 METER	PV	124348	001	00701		7,400.00	
				Payment Amount						7,400.00	
62070	03/12/13	2948	SMITH PIPE & SUPPLY	NIPPLE, 1" X 2", BRASS	PV	124315	001	00701		206.58	2504313
				MISC INVENTORY ITEMS	PV	124356	001	00701		1,387.39	2504311
				Payment Amount						1,593.97	
62071	03/12/13	2958	SOUTHERN CALIFORNIA GAS CO	CONDUIT P/S 01/23-02/22/13	PV	124295	001	00101		14.79	8400/022213
				Payment Amount						14.79	
62072	03/12/13	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	5 YR SRVC AWARD, KORKOSZ, J.	PV	124274	001	00701		83.93	020283-13
				Payment Amount						92.65	
62073	03/12/13	8212	STANSBERY'S WELDING	DROP SHIP WELDING ON 18" FLOW/MTR REPR WELD ON 1 AGITATOR	PV	124274	003	00701		8.72	020283-13
				Payment Amount						765.00	1878
				Payment Amount						425.00	1880

ITEM 5B

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key	Item	Co	Amount	Invoice Number
62074	03/12/13	18056	BARRY STEINHARDT	REIMB	PV	124369	001	00701		49.16	012913
				MLG-1/29/13							
62075	03/12/13	7454	THE GRADALL RENTAL CO.	Payment Amount	PV	124309	001	00701		3,476.00	#2113
				2/14-2/20/13						49.16	
				FLUFF							
				BIOFILTER							
62076	03/12/13	18810	UNIFIRST CORPORATION	Payment Amount	PV	124321	001	00701		45.72	557507
				2/13 UNIFORM							
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						29.50	557507
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						45.72	558814
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						1.50	558814
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						45.72	560144
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						47.10	560144
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						45.72	561490
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						19.10	561490
				MATS/TWLS@TAP							
				IA							
				2/13 UNIFORM						13.88	557505
				MATS/TWLS@MLK							
				2/13 UNIFORM						19.40	557505
				MATS/TWLS@MLK							
				2/13 UNIFORM						13.88	558812
				MATS/TWLS@MLK							
				2/13 UNIFORM						6.40	558812
				MATS/TWLS@MLK							
				2/13 UNIFORM						13.88	560142
				MATS/TWLS@MLK							

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Co	Amount	Invoice Number
				MATS/TWLS@WLK						
				2/13 UNIFORM	PV	124328	002	00701	19.40	560142
				MATS/TWLS@WLK						
				2/13 UNIFORM	PV	124329	001	00701	13.88	561488
				MATS/TWLS@WLK						
				2/13 UNIFORM	PV	124329	002	00701	6.40	561488
				MATS/TWLS@WLK						
				2/13 UNIFORM	PV	124330	001	00701	219.87	558816
				MATS/TWLS@HQ						
				2/13 UNIFORM	PV	124331	001	00701	256.33	560146
				MATS/TWLS@HQ						
				2/13 UNIFORM	PV	124332	001	00701	193.95	561492
				MATS/TWLS@HQ						
				2/13 UNIFORM	PV	124333	001	00701	61.94	560484
				MATS/TWLS@HQ						
				2/13 UNIFORM	PV	124334	001	00701	61.94	560490
				MATS/TWLS@HQ						
				2/13 UNIFORM	PV	124335	001	00701	20.34	557508
				MATS/TWLS@RLV						
				2/13 UNIFORM	PV	124339	001	00701	20.34	558815
				MATS/TWLS@RLV						
				2/13 UNIFORM	PV	124359	001	00701	20.34	560145
				MATS/TWLS@RLV						
				2/13 UNIFORM	PV	124359	002	00701	20.80	560145
				MATS/TWLS@RLV						
				2/13 UNIFORM	PV	124360	001	00701	20.34	561491
				MATS/TWLS@RLV						
				2/13 UNIFORM	PV	124360	002	00701	20.80	561491
				MATS/TWLS@RLV						
				Payment Amount					1,304.19	
62077	03/12/13	16623	VELOCITY TECHNOLOGY SOLUTIONS III, INC.	3/13 DISASTER RECOVERY	PV	124273	001	00701	3,114.00	295343
				Payment Amount					3,114.00	
62078	03/12/13	16132	V3	PSTG MAILING CUST BILLS/NOTICE	PV	124300	001	00701	8,000.00	318/022213
				Payment Amount					8,000.00	
62079	03/12/13	13326	VILLA ESPERANZA	02/13 LANDSCAPE SRV	PV	124352	001	00701	1,114.75	LVMWD 2013-3
				Payment Amount					1,114.75	

Batch Number - 222214
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm Co	Amount	Invoice Number
SERVICES									
62080	03/12/13	3035	VWR SCIENTIFIC	LAB SUPPLIES	PV	124297	001 00701	210.06	8052138035
				Payment Amount			4,783.00		
				FREIGHT	PV	124297	002 00701	11.75	8052138035
			Alt Payee	VWR INTERNATIONAL, INC					
				P. O. BOX 640169					
				PITTSBURGH PA 15264-0169					
62081	03/12/13	3109	W. LITTEN	BUILD&MAINT	PV	124250	001 00751	301.15	0320242
				Payment Amount			221.81		
				DRYING BEDS					
62082	03/12/13	3025	WATER & SANITATION SRV/VENTURA COUNTY	PURCH WTR	PV	124343	001 00101	21,560.81	674551
				Payment Amount			301.15		
				01/15-02/19/1					
				3					
62083	03/12/13	3044	WATEREUSE ASSOCIATION	MBRSHIP-PEDER	PV	124286	001 00701	1,947.40	MBRSHHP/2013
				Payment Amount			21,560.81		
				SEN, D					
62084	03/12/13	8510	WORK BOOT WAREHOUSE	SAFETY	PV	124276	001 00701	225.00	33917
				Payment Amount			1,947.40		
				FOOTWEAR/HELG					
				AGER,J					
				SAFETY	PV	124288	001 00701	225.74	33906
				FOOTWEAR/BARR					
				OW, D					
62085	03/12/13	3884	WURTH USA INC.	MISC AUTO	PV	124251	001 00701	222.56	94413020
				Payment Amount			450.74		
				SUPPLIES					
				MISC AUTO	PV	124252	001 00701	66.11	94413769
				Payment Amount			288.67		
				Total Amount of Payments Written			151,676.15		
				Total Number of Payments Written			59		

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
62086	03/19/13	17389	ANIMAL & INSECT PEST MANAGEMENT, INC	3/13 PEST CNTRL@RLV & FARM	PV	124458	001 00701	110.25	63212
				3/13 PEST CNTRL@ TAPIA	PV	124459	001 00701	110.25	63216
				3/13 PEST CNTRL@VAR	PV	124460	001 00701	54.60	63211
				3/13 PEST CNTRL@VAR	PV	124460	002 00701	29.40	63211
				3/13 SQUIRREL CNTRL WLK	PV	124461	001 00701	80.00	63215
				3/13 PEST CNTRL@WLK	PV	124462	001 00701	54.00	63214
				3/13 PEST CNTRL@TANKS/R	PV	124463	001 00701	54.00	63213
				3/13 PEST CNTRL@PRKWY	PV	124464	001 00701	60.00	63277
				Payment Amount				552.50	
62087	03/19/13	2397	AQUATIC BIOASSAY & CONSULTING	2/13 CHRONIC BIOASSAY TSTNG	PV	124440	001 00701	810.00	LVS0313.0187
				Payment Amount				810.00	
62088	03/19/13	18160	ARC IMAGING RESOURCES	20# IJ BOND 36" X 300'	PV	124428	001 00701	338.90	761878
				FREIGHT	PV	124428	002 00701	9.30	761878
				Payment Amount				348.20	
62089	03/19/13	2869	AT&T	SRV 3/5/13-4/4/13	PV	124450	001 00701	643.15	1657/030513
				SRV 3/5/13-4/4/13	PV	124451	001 00701	266.95	9065/030513
				SRV 3/5/13-4/4/13	PV	124452	001 00701	269.11	9268/030513
				SRV 3/5/13-4/4/13	PV	124453	001 00101	54.68	9054/030513
				SRV 3/5/13-4/4/13	PV	124481	001 00101	775.46	0051/030513

ITEM 5B

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	002 00101	115.56	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	003 00101	583.90	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	004 00101	4,367.09	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	005 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	006 00101	603.69	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	007 00101	176.46	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	008 00101	75.23	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	009 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	010 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	011 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	012 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	013 00101	50.67	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	014 00101	101.34	0051/030513
				02/06/13-03/0					
	5/13								
	SRV				PV	124481	014 00101	101.34	0051/030513

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm Co	Amount	Invoice Number
				SRV	PV	124481	015 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	016 00101	50.74	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	017 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	018 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	019 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	020 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	021 00101	50.89	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	022 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	023 00101	50.67	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	024 00101	35.12	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	025 00101	25.34	0051/030513
	02/06/13-03/0			5/13					
				SRV	PV	124481	026 00101	25.33	0051/030513
	02/06/13-03/0			5/13					
				Payment Amount				8,828.75	
				SRV	PV	124455	001 00701	722.16	806368136/020
	1/5/13-2/4/13								413
				SRV	PV	124455	002 00701	1.48	806368136/020
	1/5/13-2/4/13								413

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
				SRV	PV	124455	003 00701	.17	806368136/020
	1/5/13--2/4/13								413
				SRV	PV	124455	004 00701	75.37	806368136/020
	1/5/13--2/4/13								413
				SRV	PV	124455	005 00701	1.78	806368136/020
	1/5/13--2/4/13								413
				SRV	PV	124455	006 00701	14.84	806368136/020
	1/5/13--2/4/13								413
				SRV	PV	124455	007 00701	15.87	806368136/020
	1/5/13--2/4/13								413
				Payment Amount				831.67	
62091	03/19/13	16253	AT&T MOBILITY	SRV	PV	124480	001 00701	71.12	992789332X031
				02/04--03/03/1					12013
				3					
				SRV	PV	124480	002 00701	16.52	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	003 00701	16.52	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	004 00701	1,237.96	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	005 00701	163.39	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	006 00701	45.09	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	007 00701	70.27	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	008 00701	16.52	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	009 00701	11.57	992789332X031
	02/04--03/03/1								12013
				3					
				SRV	PV	124480	010 00701	4.95	992789332X031
	02/04--03/03/1								12013
				3					

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Number	Key	Co	Amount	Invoice Number
SRV	02/04-03/03/1				PV	124480	011	00701	180.36	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	012	00701	131.00	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	013	00701	28.57	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	014	00701	164.04	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	015	00701	16.52	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	016	00701	16.52	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	017	00701	16.52	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	018	00701	45.09	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	019	00701	57.14	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	020	00701	66.06	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	021	00701	16.52	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	022	00701	28.57	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	023	00701	16.52	992789332X031 12013
3										
SRV	02/04-03/03/1				PV	124480	024	00701	161.50	992789332X031 12013
3										

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document		Key	Amount	Invoice Number
						Number	Item			
62092	03/19/13	18654	AT&T TELECONFERENCE E SERVICES	IRWMP CNF 2/19/13	PV	124456	001 00101	2,598.84	65.07	49329297/MAR13
62093	03/19/13	7965	B&B PALLET CO.	Payment Amount 55YD WOOD CHIPS 1"	PV	124411	001 00701	65.07	616.55	109616
				130YD WOOD CHIPS 1"	PV	124412	001 00701	1,457.30	1,457.30	109615
				55YD WOOD CHIPS 1"	PV	124413	001 00701	616.55	616.55	109617
				130YD WOOD CHIPS 1"	PV	124414	001 00701	1,457.30	1,457.30	109618
				55YD WOOD CHIPS 1"	PV	124466	001 00701	616.55	616.55	109619
62094	03/19/13	2443	BENNER & CARPENTER	Payment Amount P/E 2/28/13 WLK DAM SETTLEMENT	PV	124438	001 00701	4,764.25	1,857.50	10743
62095	03/19/13	15635	BRENNITAG PACIFIC, INC.	Payment Amount AMMONIA-3 TOTES AMMONIA-3 TOTES SERIAL CONTAINER RETURN CREDIT SERIAL CONTAINER RETURN CREDIT	PV	124365	001 00701	1,857.50	3,381.42	BPI282838
				PAINT, GLOSS WHITE, AEROSOL Payment Amount 03/13 DOP SITE VISIT	PV	124365	002 00701	2,400.00	2,400.00	BPI282838
				BT INDUSTRIAL	PD	124366	001 00751	775.00-	775.00-	BPI173726
				BT INDUSTRIAL	PD	124368	001 00751	3,100.00-	3,100.00-	BPI172972
62096	03/19/13	2418	BT INDUSTRIAL	Payment Amount PAINT, GLOSS WHITE, AEROSOL Payment Amount 03/13 DOP SITE VISIT	PV	124424	001 00701	1,906.42	363.62	324340
62097	03/19/13	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	Payment Amount	PV	124408	001 00701	363.62	105.00	53011
				Payment Amount				105.00	105.00	

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Lim	Co	Amount	Invoice Number
62098	03/19/13	18860	CHEMTREAT, INC.	3/13 WTR TRMT/COOLING TOWER	PV	124423	001 00701	001	00701	535.92	1553101
62099	03/19/13	2533	CITY OF AGOURA HILLS	2/13 WTR TRMT COOLING TOWER Payment Amount 7/12-12/17/12 ENCROACHMINT PRMT	PV	124449	001 00701	001	00701	535.92	1541053
62100	03/19/13	2547	COUNTY SANITATION DISTRICTS OF LA COUNTY	Payment Amount 02/13-REFUSE DISP GRIT/RAG	PV	124467	001 00701	001	00701	3,486.00	1382
62101	03/19/13	2601	DELL COMPUTER CORP	Payment Amount DELL PRECISION T3600 WESTERN DIGITAL EXTERNAL DRIVE	PV	124442	001 00701	001	00701	261.65	48892/022813
62102	03/19/13	11330	DIAL SECURITY	Alt Payee 7819 DELL MARKETING LP C/O DELL USA L.P. P.O. BOX 910916 PASADENA CA 91110-0916 Payment Amount 3/13 SECURITY SRV@HQ/LOBBY 3/13 SECURITY SRV@TAPIA 3/13 SECURITY SRV@RLV 3/13 SECURITY SRV@FARM 3/13 SECURITY SRV@WLK 3/13 SECURITY SRV@WLK P/S	PV	124468	001 00701	001	00701	1,931.41	XJ3MR1TC5
										278.00	XJ3JFKR72
										45.00	
										80.00	
										35.00	
										70.00	
										35.00	
										543.00	

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
62103	03/19/13	18111	ELECSYS INTERNATIONAL CORPORATION	4/13 RADIX HANDHELD MAINT	PV	124399	001	00701	261.00	112258
62104	03/19/13	18815	FASTENAL COMPANY	RESTOCK BOLT BINS	PV	124429	001	00701	1,026.20	CACHA13692
			Alt Payee 18835 FASTENAL COMPANY P. O. BOX 1286 WINONA MN 55987-1286	RESTOCK BOLT BINS	PV	124429	003	00701	217.20	CACHA13692
62105	03/19/13	2658	FEDERAL EXPRESS CORP	PACKAGES DEL.02/28;3/0 1 &3/04	PV	124389	001	00701	120.42	2-200-82039
62106	03/19/13	2655	FERGUSON ENTERPRISES	COUPLING-TRAIN S.8" AC TO C900	PV	124444	001	00701	394.80	0431036
			Alt Payee 3207 FERGUSON ENTERPRISES, INC. #1083 FILE 56809 LOS ANGELES CA 90074-6809							
62107	03/19/13	2660	FISHER SCIENTIFIC	RANCHO 5 ADDTL GAS BAGS	PV	124434	001	00751	144.43	6605670
			Alt Payee 3202 FISHER SCIENTIFIC ACCOUNT #479936-001 FILE #50129	MISC LAB SUPPLIES FREIGHT	PV	124441	001	00701	330.98	7015191
62108	03/19/13	2672	FRUIT GROWERS LABORATORY, INC.	LAB ANALYSIS@TAPIA	PV	124415	001	00701	265.00	301243A
62108	03/19/13	18841	GI SERVICES	LAB ANALYSIS@WLK QTLY SWEEPING	PV	124400	001	00701	129.53	301596A
			Alt Payee 18841 GI SERVICES						300.00	135845

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
			LLC	SRV@TAPIA							
				QTLY SWEEPING	PV	124401		001	00701	300.00	135844
				SRV@RLV							
				Payment Amount						600.00	
62110	03/19/13	14346	GLATFELTER CLAIMS MANAGEMENT, INC.	CLAIM	PV	124388		001	00701	10,000.00	CASP211091059
				DEDUTIBLE-RE: R.M.CASE							
				Payment Amount						10,000.00	
62111	03/19/13	18646	HDR ENGINEERING, INC.	1/27~2/23/13	PV	124409		001	00701	8,441.83	00063672-B
				RESV#IMPRVMTS							
				Payment Amount						10,000.00	
				1/27~3/8/13	PV	124410		001	00701	233.33	00064284-B
				CENTRATE TNK							
				Payment Amount						8,675.16	
62112	03/19/13	2736	IRON MOUNTAIN RECORDS MANAGEMENT	03/13	PV	124422		001	00701	501.48	GSD6085
				OFF-SITE STORAGE							
				Payment Amount						501.48	
62113	03/19/13	3083	JCI JONES CHEMICALS, INC	SODIUM BISULFITE-420 5GAL	PV	124361		001	00701	5,718.80	574175
				SODIUM HYPOCHLORITE-5008GAL							
				SODIUM HYPOCHLORITE-5018GAL							
				SODIUM BISULFITE-42 27GAL							
				SODIUM HYPOCHLORITE-5016GAL							
				Payment Amount						5,718.80	
				SODIUM BISULFITE-42 27GAL	PV	124362		001	00701	2,914.51	574248
				SODIUM HYPOCHLORITE-5008GAL							
				SODIUM HYPOCHLORITE-5018GAL							
				SODIUM BISULFITE-42 27GAL							
				SODIUM HYPOCHLORITE-5016GAL							
				Payment Amount						2,920.33	
				SODIUM BISULFITE-42 27GAL	PV	124420		001	00701	5,748.72	575203
				SODIUM HYPOCHLORITE-5016GAL							
				Payment Amount						2,919.16	
				SODIUM BISULFITE-42 27GAL	PV	124421		001	00701	2,919.16	575137
				SODIUM HYPOCHLORITE-5016GAL							
				Payment Amount						20,221.52	
62114	03/19/13	6777	CAL-COAST MACHINERY	(12)15W40 OIL AND ADHESIVE	PV	124457		001	00751	62.17	92018

ITEM 5B

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
		Alt Payee 7133	JOHN DEERE FINANCIAL PO BOX 4450 CAROL STREAM IL 60197-4450							
				Payment Amount					62.17	
62115	03/19/13	18535	KEMIRA WATER SOLUTIONS, INC.	FERRIC CHLORIDE-4892 0.01LB	PV	124364	001	00701	6,064.12	9017321705
		Alt Payee 18536	KEMIRA WATER SOLUTIONS MAIL CODE 5581, P. O. BOX 105046 ATLANTA GA 30348-5046							
				Payment Amount					6,064.12	
62116	03/19/13	5230	KENNEDY/JENKS CONSULTANTS	P/E 2/28/13 CLBS PIPELINE	PV	124465	001	00701	13,445.74	71598
				Payment Amount					13,445.74	
62117	03/19/13	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	WLK SRV 12/19/12-02/2 0/13	PV	124447	001	00101	171.06	0907/022013
				Payment Amount					171.06	
				WLK SRV 12/19/12-02/2 0/13	PV	124448	001	00101	412.82	0909/022013
				Payment Amount					412.82	
62118	03/19/13	2590	LOS ANGELES DAILY NEWS	BIDS FOR 1235FT BACKBONE PROJ.	PV	124390	001	00701	860.00	0010313012
				Payment Amount					583.88	
				COMPOST AD: 2/23 & 2/28/13	PV	124433	001	00751	790.00	0010317378
				Payment Amount					1,650.00	
62119	03/19/13	2814	MCMMASTER-CARR SUPPLY CO	STAINLESS STEEL SAFETY FREIGHT	PV	124379	001	00701	1,948.11	46805018
				Payment Amount					10.56	46805018
		Alt Payee 3197	MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690							
				Payment Amount					1,958.67	
62120	03/19/13	18903	MIKE'S AUTO BODY	REPR BODY DAMAGE ON VEH#877	PV	124524	001	00701	2,212.13	1512600

ITEM 5B

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
62121	03/19/13	2839	MOTION INDUSTRIES, INC.	SUPER HC V-BELTS(6)	PV	124383	001 00701	98.20	CA22-561540
				HI-VOL ROL.BRG.MTD.U NITS (2)	PV	124387	001 00701	727.03	CA22-561633
			Alt Payee 10317 MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074					2,212.13	
62122	03/19/13	2365	MSO TECHNOLOGIES	01/13 COMMUN SYST MODIFCTN	PV	124381	001 00701	2,025.00	4244
				01/13 SUBMITTAL REVIEW & TEST	PV	124382	001 00701	1,485.00	4243
62123	03/19/13	17087	MURCAL, INC.	REPR/UPGRADE ENGINE PUMP PANEL	PV	124386	001 00701	13,973.53	27965
				FREIGHT	PV	124386	005 00701	201.09	27965
62124	03/19/13	17918	NEW EDGE NETWORKS-EART HLINK BUSINESS CO.	3/13 MPLS LINES PHONE&DATA	PV	124430	001 00701	2,423.80	1318082503011 30
				02/13 GIS EASEMENT DATA	PV	124417	001 00701	2,129.00	12810
62125	03/19/13	8391	NOBEL SYSTEMS	CLEANED MAINTLINE OUT&INSIDE	PV	124378	001 00701	240.00	28479
62126	03/19/13	17411	OAKS DRAIN SERVICE	MISC OFFICE AND COFFEE SUPL	PV	124402	001 00701	53.89	646893061001
62127	03/19/13	2302	OFFICE DEPOT	MISC OFFICE AND COFFEE SUPL	PV	124402	002 00701	141.22	646893061001

ITEM 5B

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key Item	Key Co	Amount	Invoice Number
62128	03/19/13	15824	OUTBACK FOOTWEAR	ENVELOPE, CLASP	PV	124403	001	00701	21.90	646893328001
				TARGUS 20"WIDESCREEN LCD	PV	124404	001	00701	99.14	646893329001
				Payment Amount					316.15	
				SAFETY FOOTWEAR/BOYD JEREMY	PV	124384	001	00701	213.91	20061
				Payment Amount					213.91	
62129	03/19/13	2873	PACIFIC OFFICE INTERIORS	60"WIDE OPEN SHELF-CHARCOA L	PV	124520	001	00701	275.00	112107
				60"WIDE OPEN SHELF-CHARCOA L	PV	124522	001	00701	24.75	112107
				Payment Amount					299.75	
62130	03/19/13	8484	PRAXAIR DISTRIBUTION, INC	02/13 AIR BREATHING	PV	124437	001	00101	178.90	45306252
			Alt Payee	PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511						
				Payment Amount					178.90	
62131	03/19/13	4588	PROFIT CONCEPTS	W/E 2/17/13- PROGRAMMING SRV	PV	124405	001	00701	660.00	14305
				W/E 2/24-3/3/13-P ROGRAMMING	PV	124406	001	00701	660.00	14316
				Payment Amount					1,320.00	
62132	03/19/13	16786	REGENCY LIGHTING	BULB, FLOURESCENT, 4 8" 2 PIN,	PV	124396	001	00701	334.19	2864006
			Alt Payee	REGENCY LIGHTING DEPT. CH 16786 PALATINE IL 60055-6786						
				Payment Amount					334.19	
62133	03/19/13	6940	SECTRAN SECURITY,	03/13 COURIER SRV	PV	124385	001	00701	289.38	13030526

ITEM 5B

Batch Number - 222283

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number	Name	Message		Number	Lim Co	Amount	Number
62134	03/19/13	10182	SHAMROCK SUPPLY CO.	MISC STORAGE ITEMS	PV	124407	001 00701	504.73	1732871
				Payment Amount				289.38	
62135	03/19/13	2948	SMITH PIPE & SUPPLY	GROWMORE BLUE TRACER DYE-GAL	PV	124435	001 00751	67.19	2503141
				Payment Amount				504.73	
62136	03/19/13	2958	SOUTHERN CALIFORNIA GAS CO	SRV 02/01/13--03/01/13	PV	124445	001 00101	50.00	9400/030113
				Payment Amount				67.19	
62137	03/19/13	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	SRV 02/04/13--03/06/13	PV	124446	001 00101	14.90	1200/030613
				Payment Amount				64.90	
62138	03/19/13	2964	STATE BOARD OF EQUALIZATION	SALES/USE TAX-1ST PRPMT-1ST QT	PV	124432	001 00701	2,737.00	97817885/FEB13
				Payment Amount				47.21	
62139	03/19/13	18651	TOYOTA-LIFT OF LOS ANGELES	PM FORKLIFT MAINT UNIT#303	PV	124391	001 00701	248.25	WO-204216
				Payment Amount				2,737.00	
62140	03/19/13	16222	UNDERWOOD LANDSCAPE	TREE TRIMMING@VAR SITES	PV	124475	001 00701	8,250.00	2268
				Payment Amount				716.75	
				TREE TRIMMING@VAR SITES	PV	124475	002 00701	1,200.00	2268
				Payment Amount				9,450.00	

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
62141	03/19/13	16271	USA MOBILITY WIRELESS, INC	SRV 2/10/13~3/9/1 3	PV	124454	001	00701		65.82	W0143084C
62142	03/19/13	3037	WAITE BROS. PLUMBING	SRV 2/10/13~3/9/1 3	PV	124454	002	00701		65.79	W0143084C
62143	03/19/13	18521	WALTON MOTORS & CONTROLS, INC.	SRV 2/10/13~3/9/1 3	PV	124454	003	00701		40.75	W0143084C
				SRV 2/10/13~3/9/1 3	PV	124454	004	00701		40.75	W0143084C
				Payment Amount PLUMBING	PV	124380	001	00701		217.11	37059
				Payment Amount REPR A/C PUMP MOTOR@LUS#2	PV	124476	001	00701		480.00	34365
				REPR 112 KW/150HP BLOWER MOTOR	PV	124477	001	00701		4,243.42	34366
				Payment Amount REPR A/C @BLDG 7	PV	124474	001	00701		7,311.18	S46377
				Payment Amount 03/13 WTR TRMT FOR BOILER	PV	124395	001	00701		321.97	22073
				Payment Amount R&R BRONZE TEMPERED GLASS	PV	124436	001	00301		299.00	40810
				Payment Amount D95CPC-2NDFL/ PMT#10-JAN'13 D95CPC-1STFL/ PMT#10-JAN'13 W5649P-TAPIAJ PMT#47-JAN'13	PV	124482	001	00701		299.00	066334351
				Payment Amount WEST COAST WATER SERVICE, INC	PV	124483	001	00701		648.74	066334350
				Payment Amount WEST COAST WATER SERVICE, INC	PV	124484	001	00701		597.93	066334352
				Payment Amount WESTOAKS GLASS & MIRROR, INC.	PV	124484	001	00701		347.00	
				Payment Amount XEROX CORPORATION	PV	124484	001	00701		347.00	

Batch Number - 222283
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm Co	Amount	Invoice Number
				XC560CLR-1STF	PV	124486	001 00701	1,080.37	066334355
				L/PMT#25-JAN					
				13					
				X560EFF	PV	124487	001 00701	192.02	066334354
				FIERY/PMT#25-					
				JAN'13					
				5740PI-OPS/PM	PV	124488	001 00701	200.10	066803579
				T#28-FEB'13					
				Payment Amount				3,056.47	
				Total Amount of Payments Written				151,071.09	
				Total Number of Payments Written				62	

Las Virgenes Municipal Water
 A/P Auto Payment Register

Batch Number - 222288
 Bank Account - 00146607 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Ltm Co	Amount	Invoice Number
62148	03/26/13	2317	ACORN NEWSPAPER	ADS:FREE SPRINKER NOZZLES 2/28	PV	124501	001 00101	841.76	119608-096
62149	03/26/13	3077	AIRGAS USA, LLC	Payment Amount 02/13 AIR CYLINDER RNTL	PV	124535	001 00701	474.61	9908347190
All Payee 6658 AIRGAS USA, LLC P. O. BOX 7423 PASADENA CA 91109-7423									
62150	03/26/13	2387	AMERRAY HYDRAULICS CORP	Payment Amount MISC INVENTORY ITEMS	PV	124539	001 00701	3,937.09	38352
62151	03/26/13	11455	ARCHSTONE COMMUNITIES CALABASAS	Payment Amount REFD BAL CLOSED A/C	PV	124494	001 00101	883.80	347300
62152	03/26/13	7961	ASCO SERVICES, INC.	Payment Amount 1/25/13-HIGH VOLTAGE BREAKER	PV	124498	001 00751	300.00	824468
62153	03/26/13	18893	BILLTRUST	Payment Amount 2/28 C/S BILLING & ON-LINE PMT	PV	124506	001 00701	4,236.43	74989
62154	03/26/13	5376	CALIFORNIA ELECTRIC SUPPLY	Payment Amount MISC MAINT SUPPL FOR McCOY TNK DROP IN ANCHOR 1/4	PV	124510	001 00701	1,210.40	8997-406530
All Payee 5451 CALIFORNIA ELECTRIC SUPPLY P.O. BOX 14196 ORANGE CA 92863									
62155	03/26/13	4490	CALIFORNIA URBAN WATER CONS. COUNCIL	Payment Amount 2013 MBRSHIP-HARRI S,SCOTT	PV	124502	001 00701	3,644.40	2013-G1-147
62156	03/26/13	5405	CALOLYMPIC	Payment Amount GLOVES	PV	124528	001 00701	96.27	313364

ITEM 8

Batch Number - 222288
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Number	Key	Co	Amount	Invoice Number
			SAFETY	DRIVERS	PV	124528	002	00701	9.76	313364
				FREIGHT						
				Payment Amount					106.03	
62157	03/26/13	2553	COASTAL PIPCO	SEALANT, THD, SPEARS BLUE #75	PV	124537	001	00701	252.58	S1759646.001
				FREIGHT	PV	124537	004	00701	5.38	S1759646.001
			Alt Payee 6482 COASTAL PIPCO P O BOX 5027 OXNARD CA 93031							
				Payment Amount					257.96	
62158	03/26/13	15396	CORDELL ELECTRIC	REPLACED 2 BALLASTS & 12 LAMPS	PV	124513	001	00701	840.00	47978
				REPLACED DIMMER & SWITCH	PV	124514	001	00701	143.80	47979
				REPLACED BALLASTS & LAMPS	PV	124515	001	00701	280.00	47980
				Payment Amount					1,263.80	
62159	03/26/13	16527	CYBERNETICS	LTO TAPES	PV	124536	001	00701	1,081.00	781105
				Payment Amount					1,081.00	
62160	03/26/13	18688	DATAFORM PRINT COMMUNICATION S	PET POOP BAG DISPENSER-BLU E	PV	124527	001	00701	895.71	11037
				FREIGHT	PV	124527	003	00701	54.65	11037
				Payment Amount					950.36	
62161	03/26/13	8612	DURHAM SCHOOL SERVICES	BUS SRV 2/14 &2/28	PV	124496	001	00701	787.27	0229001556
				RE:TOURS					787.27	
				Payment Amount					934.13	1000302243
62162	03/26/13	8923	ENVIRONMENTAL EXPRESS LTD	MISC LAB SUPPLIES	PV	124529	001	00701	934.13	1000302243
				FREIGHT	PV	124529	005	00701	22.38	1000302243
				Payment Amount					956.51	
62163	03/26/13	2655	FERGUSON ENTERPRISES	HYDRANT HEAD/PEDESTAL ASSY	PV	124540	001	00701	5,727.95	0429350

ITEM 5B

Batch Number - 222288
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Number	Key	Co	Amount	Invoice Number
Alt Payee 3207 FERGUSON ENTERPRISES, INC. #1083 FILE 56809 LOS ANGELES CA 90074-6809										
62164	03/26/13	7372	FOUNDATION FOR CROSS-CONNECT ION CONTROL	Payment Amount BKFLW TESTER 4/22--4/26-ALB ANEZ	PV	124523	001	00701	5,727.95 1,000.00	10002
62165	03/26/13	7251	GPM	Payment Amount REFD DEPOSIT CLOSED A/C REFD DEPOSIT CLOSED A/C	PV	124489	001	00101	1,316.64 169.32	9997612 9997607-II
62166	03/26/13	2701	GRAINGER, INC.	Payment Amount AIR IMPACT WRENCH & ADAPTER IMPACT SOCKET 1-5/16	PV	124517	001	00701	330.18 19.41	9082445181 9083091190
Alt Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001										
62167	03/26/13	15755	HD SUPPLY WATERWORKS, LTD.	Payment Amount HYDRANT HEAD/PEDESTAL ASSY	PV	124525	001	00701	349.59 5,157.68	6190179
Alt Payee 15948 HD SUPPLY WATERWORKS, LTD FILE #56214 LOS ANGELES CA 90074-6214										
62168	03/26/13	18800	HOWLER MONKEY PRODUCTIONS, INC.	Payment Amount REFD DEPOSIT CLOSED A/C	PV	124495	001	00101	5,157.68 1,133.28	9997617
62169	03/26/13	2727	IDEXX LABORATORIES	Payment Amount QUANTI-TRAY FREIGHT	PV	124519	001	00701	1,133.28 188.57 14.83	266596316 266596316

Batch Number - 222288
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
62170	03/26/13	3083	JCI JONES CHEMICALS, INC CHEMICALS, INC	Payment Amount SODIUM HYPOCHLORITE- 4927 GAL	PV	124512	001	00701	2,867.37	575305
Alt Payee 13647 JCI JONES CHEMICALS, INC P.O. BOX 636877 CINCINNATI OH 45263-6877										
62171	03/26/13	3514	LOS ANGELES COUNTY, REGISTRAR-REC ORDER	Payment Amount RCRD 16 DOC-RLS LIEN	PV	124497	001	00301	256.00	030713
62172	03/26/13	5752	REGISTRAR-REC ORDER/COUNTY CLERK	Payment Amount 11/6/12-PRORA TA ELECTION SRVS	PV	124504	001	00701	21,019.04	13-2046
62173	03/26/13	18897	LORI/BRADFORD ROBBINS	Payment Amount REFD BAL CLOSED A/C	PV	124491	001	00101	200.43	1110294
62174	03/26/13	18898	DIANE ROBEDEAU	Payment Amount REFD BAL CLOSED A/C	PV	124492	001	00101	80.78	700002
62175	03/26/13	18894	SOUTHERN CAL PUBLIC MANAGEMENT ASSOC-HR	Payment Amount REGIST CNF 3/14/13-S.PAN IAGUA	PV	124505	001	00701	99.00	030713
62176	03/26/13	18684	STAR BRITE BUILDING MAINTENANCE, INC	Payment Amount 03/13 JANITORIAL SRV	PV	124509	001	00701	3,172.75	22093
03/13 JANITORIAL SRV 03/13 JANITORIAL SRV										
62177	03/26/13	18899	LAKESHA	Payment Amount REFD BAL	PV	124493	001	00101	323.51	341108

ITEM 5B

Batch Number - 222288
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
62178	03/26/13	18745	STICKLAND THE REGENTS OF THE UNIVERSITY OF CA	CLOSED A/C Payment Amount 2/13 DETECTN OF COCCIDIOIDES	PV	124521	001 00301	001	00301	12,013.41	33449-6
62179	03/26/13	2780	VALLEY NEWS GROUP	Payment Amount ADS: COMPOST CENTER 3/8/13	PV	124499	001 00751	001	00751	120.00	3-8
62180	03/26/13	16623	VELOCITY TECHNOLOGY SOLUTIONS III, INC.	Payment Amount 04/13 DISASTER RECOVERY SRV	PV	124534	001 00701	001	00701	3,114.00	295757
62181	03/26/13	2436	VINCE BARNES AUTOMOTIVE	Payment Amount VEHICLE MAINT#848 VEHICLE MAINT#147	PV	124530	001 00701	001	00701	319.08	019587
62182	03/26/13	16542	VISION INTERNET PROVIDERS, INC.	Payment Amount ADDENDUM#7-TR ANSAPRENCY MENU	PV	124503	001 00701	001	00701	1,620.00	24149
62183	03/26/13	3216	VWR INTERNATIONAL .INC	Payment Amount MISC LAB SUPPLIES	PV	124508	001 00701	001	00701	1,285.82	8053225136
62184	03/26/13	3109	W. LITTEN	FREIGHT Payment Amount SRV 2/24-3/2/13 RANCHO SRV 3/3-3/9/13 RANCHO	PV	124508	006 00701	006	00701	77.17	8053225136
					PV	124532	001 00701	001	00701	5,418.35	0320243
					PV	124533	001 00701	001	00701	4,166.00	0320244
										9,584.35	
										95,206.89	

Batch Number - 222288

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . Number	Key Co	Amount	Invoice Number
Total Number of Payments Written									37

Date: March 13, 2013
 To: David W. Pedersen, General Manager
 From: Finance and Administration Department
 Subject: Investment Report for the Month of February 2013

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
3.000%	2.950%	LAUSD-Municipal Bond	10/15/09	07/01/13	1,001,710	1,000,000	1,006,670	Custodian
4.760%	3.573%	CTCGEN-Municipal Bond	09/01/09	08/01/13	1,043,000	1,000,000	1,012,700	Custodian
		Sub-Total			2,044,710	2,000,000	2,019,370	

Investments Maturing After Six Months:

2.662%	2.662%	NYCGEN-Municipal Bond	06/04/10	05/01/14	1,000,000	1,000,000	1,027,580	Custodian
1.500%	1.500%	FNMA-Callable Coupon	09/08/10	09/08/14	1,000,000	1,000,000	1,016,450	Custodian
1.125%	1.125%	FHLB-Bullet	09/20/10	12/30/13	1,000,000	1,000,000	1,007,670	Custodian
1.150%	1.150%	FHLB-Callable Coupon	11/24/10	07/24/14	1,000,000	1,000,000	1,012,660	Custodian
2.000%	2.000%	FHLB-Bullet	03/15/11	03/30/15	1,000,000	1,000,000	1,034,360	Custodian
2.125%	2.125%	FNMA-Callable Coupon	07/22/11	07/22/16	1,000,000	1,000,000	1,006,600	Custodian
1.250%	1.250%	FNMA-Callable Coupon	02/14/12	02/14/17	2,000,000	2,000,000	2,018,320	Custodian
1.250%	1.250%	FHLMC-Callable Coupon	02/17/12	02/17/17	1,000,000	1,000,000	1,009,010	Custodian
1.300%	1.300%	FNMA-Callable Coupon	02/21/12	02/21/17	1,000,000	1,000,000	1,011,250	Custodian
1.150%	1.150%	FHLMC-Callable Coupon	02/28/12	02/28/17	1,000,000	1,000,000	1,008,480	Custodian
1.260%	1.260%	FFCB-Callable Coupon	03/01/12	03/01/17	1,000,000	1,000,000	1,000,000	Custodian
1.250%	1.250%	FNMA-Callable Coupon	03/06/12	03/06/17	1,000,000	1,000,000	1,000,150	Custodian
1.250%	1.250%	FNMA-Callable Coupon	03/13/12	03/13/17	1,000,000	1,000,000	1,000,390	Custodian
1.300%	1.300%	FFCB-Callable Coupon	03/20/12	03/20/17	1,000,000	1,000,000	999,070	Custodian
1.300%	1.300%	FNMA-Callable Coupon	03/22/12	03/22/17	1,000,000	1,000,000	1,000,670	Custodian
0.700%	0.700%	FNMA-Callable Coupon	03/26/12	03/26/15	1,000,000	1,000,000	1,000,360	Custodian
0.670%	0.670%	FNMA-Bullet	03/26/12	08/26/15	1,000,000	1,000,000	1,006,720	Custodian
1.050%	1.050%	FFCB-Bullet	03/28/12	03/28/16	1,000,000	1,000,000	1,018,960	Custodian
1.400%	1.400%	FHLMC-Callable Coupon	03/28/12	03/28/17	1,000,000	1,000,000	1,007,190	Custodian
1.270%	1.270%	FHLB-Bullet	03/30/12	03/02/17	1,000,000	1,000,000	1,022,810	Custodian
1.125% & Up ¹	1.514%	FNMA-Callable Coupon	04/26/12	04/26/17	1,000,000	1,000,000	1,001,460	Custodian
1.400%	1.400%	FNMA-Callable Coupon	04/26/12	04/26/17	1,000,000	1,000,000	999,670	Custodian
1.300%	1.300%	FNMA-Callable Coupon	05/10/12	05/10/17	1,000,000	1,000,000	1,002,370	Custodian
0.750%	0.750%	KYSHSG-Municipal Bond	06/27/12	07/01/14	1,000,000	1,000,000	1,001,440	Custodian
0.980%	0.980%	FFCB-Callable Coupon	09/18/12	09/18/17	1,000,000	1,000,000	1,001,490	Custodian
0.75% & Up ²	1.268%	FNMA-Callable Coupon	09/20/12	09/20/17	1,000,000	1,000,000	1,004,100	Custodian
0.900%	0.921%	FNMA-Callable Coupon	10/25/12	10/25/17	999,000	1,000,000	999,600	Custodian
0.625%	0.700%	FHLMC-Bullet	10/26/12	11/01/16	997,040	1,000,000	1,000,480	Custodian
0.820%	0.860%	FFCB-Callable Coupon	10/26/12	07/11/17	998,000	1,000,000	999,590	Custodian

LVMWD Investment Report for the Month Ending February 28, 2013

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):								
0.75% & Up ³	1.045%	FNMA-Callable Coupon	11/21/12	11/21/17	1,000,000	1,000,000	1,000,710	Custodian
0.625%	0.625%	FNMA-Callable Coupon	11/28/12	11/28/16	2,000,000	2,000,000	1,995,860	Custodian
0.740%	0.550%	Montgomery-Muni Bond	11/29/12	04/01/15	1,004,400	1,000,000	999,050	Custodian
0.500%	0.500%	FHLMC-Callable Coupon	11/30/12	11/24/15	1,000,000	1,000,000	1,000,370	Custodian
0.5% & Up ⁴	1.047%	FNMA-Callable Coupon	12/07/12	11/28/17	1,000,000	1,000,000	999,180	Custodian
0.600%	0.600%	FFCB-Callable Coupon	12/13/12	12/12/16	1,000,000	1,000,000	998,080	Custodian
0.600%	0.580%	Port Auth NY&NJ-MuniBor	12/19/12	12/01/15	1,000,580	1,000,000	992,980	Custodian
0.600%	0.600%	FFCB-Bullet	12/27/12	12/27/16	1,000,000	1,000,000	1,000,170	Custodian
0.500%	0.500%	FHLB-Callable Coupon	12/28/12	06/28/16	1,000,000	1,000,000	998,510	Custodian
0.500%	0.500%	FHLMC-Callable Coupon	01/15/13	01/15/16	1,000,000	1,000,000	1,000,470	Custodian
0.850%	0.850%	AZSHGR-Muni Bond	01/17/13	06/01/15	2,205,000	2,205,000	2,209,873	Custodian
0.500%	0.500%	FHLMC-Callable Coupon	01/30/13	11/27/15	1,000,000	1,000,000	1,000,880	Custodian
0.5% & Up ⁵	1.141%	FHLB-Callable Coupon	02/07/13	02/07/18	1,000,000	1,000,000	999,830	Custodian
1.585%	1.100%	LVNSCD-Muni Bond	02/20/13	11/01/17	1,022,130	1,000,000	1,006,500	Custodian
0.600%	0.600%	FNMA-Callable Coupon	02/25/13	08/25/16	1,000,000	1,000,000	1,000,420	Custodian
0.5% & Up ⁶	1.097%	FHLB-Callable Coupon	02/28/13	02/28/18	1,000,000	1,000,000	1,000,830	Custodian
Sub-Total					48,226,150	48,205,000	48,422,613	
Total Investments					50,270,860	50,205,000	50,441,983	

Note: Gov. Agency Coupon Notes will distribute interest every six month.
 1-CPNRT=1.125% to 4/14; 1.25% to 10/15; 1.5% to 4/16; 2% to 10/16; thereafter 3.5%.
 3-CPNRT=0.75% to 11/15; thereafter 1.5%.
 5-CPNRT=0.5% to 2/14; 0.75% TO 2/15; 1% TO 2/16; 1.5% TO 2/17; thereafter 2%.

Interest earnings for the month were as followed:

Investments	Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	\$635	0.286%
Local Agency Investment Fund (LAIF)	45,302	1.120%
HighMark US Treasury Money Market Fund	4,908	0.286%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	1	0.000%
Total Earnings	\$50,855	0.010%

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)	\$50,270,860	68.27%	no limit
HighMark US Treasury Money Market Fund (Union Bank)	2,761,299	3.75%	1 yr debt pmnt.
Local Agency Investment Fund (LAIF)	7,609	0.01%	no limit
Total	\$73,631,622	27.97%	50,000,000
		100.00%	

Note 1: The average weighted duration for investments, excluding LAIF, is 1,213 days, which is under the assumption that callable coupons will not be called and will be held until maturity.
 Note 2: In February 2013, Joint Powers Authority's participation in investment is \$7,040,852.61, of which \$5,024,536.86 (or 71.36%) belongs to LV.

LVMWD Investment Report for the Month Ending February 28, 2013

Bank Account Balances as of February 28, 2013:

Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$136,576 (Note 3)
Wells Fargo Bank	Sweep	822,106
Bank of New York Mellon	Money Market	0
	Total	\$958,682

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 March 26, 2013 Agenda:

David W. Pedersen 03/19/13

David W. Pedersen, General Manager

TO THE BEST OF MY KNOWLEDGE

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT

Leonard Polan, Treasurer

Leonard Polan
03-12-13



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject: Grievance Hearing for General Unit Employee

SUMMARY:

On February 14, 2013, a request was received from SEIU Local 721 for the District to conduct a grievance hearing for Mr. Craig Davidson, a General Unit employee covered by a Memorandum of Understanding (MOU) between the District and SEIU. The purpose of the hearing is for the Board to consider a final appeal to Mr. Davidson's grievance, submitted on October 18, 2012, in accordance with Article 50 of the MOU.

RECOMMENDATION(S):

Conduct a grievance hearing for a General Unit employee in accordance with the Memorandum of Understanding between the District and SEIU Local 721; determine whether or not the aggrieved employee worked out-of-class and, if so, for what period of time; and, if the aggrieved employee is determined to have worked out-of-class, approve additional compensation for the period of time when such work was performed.

FINANCIAL IMPACT:

The financial impact of this item depends on the decision of whether or not the aggrieved employee worked out-of-class. If the Board determines that the aggrieved employee did not work out-of-class, there will be no financial impact of the action. If the Board determines that the aggrieved employee worked out of class, the financial impact would be \$2,947.26 for each year of out-of-class work performed, pursuant to Article 7.10 of the MOU.

DISCUSSION:

Background:

On October 18, 2012, the District received a Grievance Form from Mr. Craig Davidson, Field Customer Service Representative II. Mr. Davidson is a General Unit employee covered by an MOU between the District and SEIU dated May 12, 2010 (see Exhibit A). Article 50 of the MOU describes a grievance procedure for handling claims by one or more persons of a violation, misinterpretation or inequitable application of rules and regulations or memorandum of understanding applicable to employees. In accordance with the MOU, grievances are reviewed at three steps or levels: Step No. 1 - Informal Discussion with Supervisor; Step No. 2 - Review by Department or Division Head; and Step No. 3 - Review by General Manager. If the aggrieved party is not satisfied with the review at any step/level, he or she may appeal the review to the next higher level. Mr. Davidson has exhausted his appeals with the District's management and requests a final appeal to the Board of Directors pursuant to Article 50 of the MOU.

Description of the Grievance and Requested Remedy:

The grievance generally consists of three primary concerns: (1) performing water usage surveys/audits that Mr. Davidson believe constituted the work of a higher-level position for which he was not compensated; (2) training and supervising two contract workers who assisted in receiving calls and scheduling water usage surveys/audits allegedly without appropriate compensation; and (3) allegedly not being considered for promotional opportunities. Mr. Davidson's requested remedy is to receive out-of-class pay for the period of

ITEM 7A

time when he states he performed the water usage surveys/audits.

Summary of Grievance Review Process:

Following is a summary of the grievance review process to date.

Date	Description	Action	Document
10/11/2012	Step No. 1 Review - Immediate Supervisor	Denied	Exhibit B
10/18/2012	Grievance Form	Received	Exhibit C
-	Appeal of Step No. 1 Review	Received	Exhibit D
12/17/2012	Step No. 2 Review - Department Head	Denied	Exhibit E
12/17/2012	Appeal of Step No. 2 Review	Received	Exhibit F
02/07/2013	Step No. 3 Review - General Manager	Denied	Exhibit G
02/14/2013	Appeal of Step No. 3 Review	Received	Exhibit H

Process for Final Appeal to Board of Directors:

On March 18, 2013, the General Manager and Human Resources Manager held a conference call with Mr. Davidson and his representative to discuss the administrative process for the final grievance appeal to the Board of Directors. It was agreed that each party would have the opportunity to provide an opening statement, closing statement, and provide any additional documentation, not already submitted with the Board package, for consideration by the Board. Also, it was agreed that each side would be afforded the opportunity to answer the Board's questions.

Prepared By: David W. Pedersen, General Manager

ATTACHMENTS:

[Exhibit A - General Unit MOU](#)

[Exhibit B - Step No. 1 Review](#)

[Exhibit C - Grievance Form](#)

[Exhibit D - Appeal of Step No. 1 Review](#)

[Exhibit E - Step No. 2 Review](#)

[Exhibit F - Appeal of Step No. 2 Review](#)

[Exhibit G - Step No. 3 Review](#)

[Exhibit H - Appeal of Step No. 3 Review](#)



MEMORANDUM OF UNDERSTANDING

GENERAL UNIT

January 1, 2010 – December 31, 2014

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - TERM	1
ARTICLE 3 - RENEGOTIATIONS	1
ARTICLE 4 - FULL UNDERSTANDING, MODIFICATION AND WAIVER	2
ARTICLE 5 - PROVISIONS OF LAW	2
ARTICLE 6 - PURPOSELY LEFT BLANK	2
ARTICLE 7 - POSITION AND SALARY RANGE	2
ARTICLE 8 - PROBATIONARY PERIOD	5
ARTICLE 9 - PAY DAYS	5
ARTICLE 10 - OVERTIME	5
ARTICLE 11 - USE OF COMPENSATORY TIME OFF (CTO)	6
ARTICLE 12 - STANDBY TIME	6
ARTICLE 13 - EMERGENCY CALL-OUT	6
ARTICLE 14 - COMPUTER CALL OUT	6
ARTICLE 15 - HOURS OF WORK	7
ARTICLE 16 - REST PERIODS	7
ARTICLE 17 - HOLIDAYS	7
ARTICLE 18 - VACATION LEAVE	7
ARTICLE 19 - OUTSIDE EMPLOYMENT	8
ARTICLE 20 - SICK LEAVE	8
ARTICLE 21 - SICK LEAVE PAYMENT	9
ARTICLE 22 - BEREAVEMENT LEAVE	10
ARTICLE 23 - MILITARY LEAVE	10
ARTICLE 24 - MILITARY RESERVE DUTY	10
ARTICLE 25 - JURY DUTY	10
ARTICLE 26 - PREGNANCY LEAVE	11
ARTICLE 27 - PARENTAL LEAVE	11
ARTICLE 28 - FAMILY AND MEDICAL LEAVE	11
ARTICLE 29 - LEAVE WITHOUT PAY	12
ARTICLE 30 - RETIREMENT PROGRAM	13
ARTICLE 31 - DEFERRED COMPENSATION PLAN	14
ARTICLE 32 - HEALTH INSURANCE	14
ARTICLE 33 - LIFE INSURANCE	15
ARTICLE 34 - DENTAL INSURANCE	16
ARTICLE 35 - LONG-TERM DISABILITY INSURANCE	16
ARTICLE 36 - VISION CARE	16
ARTICLE 37 - ON THE JOB INJURY	16
ARTICLE 38 - CERTIFICATION PROGRAM	16
ARTICLE 39 - ATTENDANCE AT CLASSES	17
ARTICLE 40 - PHYSICAL EXAMINATION	17
ARTICLE 41 - CREDIT UNION	17
ARTICLE 42 - OFFICIAL IDENTIFICATION	17
ARTICLE 43 - UNIFORMS	17
ARTICLE 44 - PEACEFUL PERFORMANCE	18
ARTICLE 45 - EMPLOYEE RIGHTS	18
ARTICLE 46 - DISTRICT RIGHTS	18
ARTICLE 47 - DUES DEDUCTION	19
ARTICLE 48 - AGENCY SHOP	19
ARTICLE 49 - MAINTENANCE OF MEMBERSHIP	20
ARTICLE 50 - GRIEVANCE PROCEDURE	20
ARTICLE 51 - STEWARDS PROGRAM	21
ARTICLE 52 - EXPECTED PERFORMANCE	22
ARTICLE 53 - SUPERVISORS CONFERENCE	22
ARTICLE 54 - REPRIMANDS	22
ARTICLE 55 - PUNITIVE ACTIONS	22

ARTICLE 56 - DISMISSAL.....23
ARTICLE 57 – SEPARATION FROM THE DISTRICT.....23
ARTICLE 58 - LAY-OFFS.....23
ARTICLE 59- SIGNATURES.....24
APPENDIX A.....25
APPENDIX B.....27
 CRITERIA FOR ADDITIONAL PAY27
 AMOUNT OF ADDITIONAL PAY.....27
 CLASSIFICATION CONSIDERATIONS28
APPENDIX C.....29

MEMORANDUM OF UNDERSTANDING

GENERAL UNIT

ARTICLE 1 - RECOGNITION

- 1.1 Pursuant to the provisions of the Employee Relations Ordinance of Las Virgenes Municipal Water District, and applicable State Law, Las Virgenes Municipal Water District General Unit Employees, SEIU, CCAPE, Local 700, was certified by Thomas McCarthy, California State Conciliation Service on January 10, 1975, as the exclusive representative of District employees in the General Unit (hereinafter "Unit") previously found to be appropriate by the District's Board of Directors. During 2007-08 SEIU reorganized and the LVMWD bargaining units were incorporated into a new SEIU, Local 721.
- 1.2 Management hereby recognizes SEIU Local 721, (hereinafter "Union") as the certified exclusive representative of the employees in said Unit.
- 1.3 The term "employee(s)" as used herein shall refer only to employees employed by District in said Unit in the employee classifications comprising said Unit as listed on Appendix A.

ARTICLE 2 - TERM

- 2.1 The provisions of this Agreement shall commence on **1 January 2010**, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on **31 December 2014**.
- 2.2 Except that, by mutual agreement this Agreement may be extended for another five years, that is, from 2015 through 2019.
- 2.3 If the Parties agree to extend this Agreement, then Sections 3.2 c and 7.14 shall become effective.

ARTICLE 3 - RENEGOTIATIONS

- 3.1 **Successor Agreement: If either Party hereto wants to negotiate the provisions of a successor Agreement, such party shall, during the Month of August in the last year of this Agreement, formally notify the other party. Meeting dates and times are to be by agreement.**
- 3.2 **In-term Openers:**
 - a. **During November 2010, the parties shall meet to negotiate the implementation of the Total Compensation Study provided in Article 7, Positions and Salary Range. Upon completion of such negotiations, the Parties shall jointly submit its recommendations to the Board for its consideration.**
 - b. **During 2012 and 2014, either Party may require negotiations concerning one topic. To initiate negotiations, a written request to commence negotiations as well as the written proposal concerning the topic chosen shall be submitted during the month of August. Negotiations shall begin thereafter within, but no later than, thirty (30) days from the date of receipt of the aforementioned notice and proposal. The other Party may also select one topic for negotiations and notice of such topic with a written proposal concerning such topic shall be submitted at the first negotiations meeting.**

- c. If the Parties agree to extend this Agreement pursuant to Section 2.2 above, then Section 3.2 b above shall be amended to add the years 2016 and 2018.

ARTICLE 4 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 4.1 It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters in this Agreement, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.
- 4.2 Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.
- 4.3 The Union and the District agree that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of employee-employer relations. Therefore, this Agreement represents the only Agreement of the parties which may provide for changes in terms and conditions of employment as a result of negotiations and/or actual adoption and implementation of the provisions of this Agreement.
- 4.4 During the term of this Agreement, neither the District nor the Union shall be obligated to Meet and Confer on any matter:
 - a. Whether or not specifically referred to in this Agreement;
 - b. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
 - c. Whether or not the matters were proposed and later withdrawn during negotiations.
- 4.5 No change to this Agreement will be binding upon either party unless made in writing and signed by the parties.
- 4.6 The waiver of appeal of any breach of any term or condition of this Agreement by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

ARTICLE 5 - PROVISIONS OF LAW

- 5.1 It is agreed and understood that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws, rules and regulations. If any part of this Memorandum is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal with jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this Memorandum of Understanding shall not be affected.

ARTICLE 6 – PURPOSELY LEFT BLANK

ARTICLE 7 - POSITION AND SALARY RANGE

- 7.1 The "Basic 5-Step Salary Schedule" is included herein for reference. Said Salary Schedule applies to all classified positions. Whenever possible, personnel will be hired at Step A, and will be subject to merit review and possible salary step increase by the General Manager in accordance with the following rules. However, with the approval of the General Manager, advanced step placement is possible to recruit an exceptionally well qualified employee or to complete a difficult recruitment. Employees will be subject to merit review and possible salary step increases in accordance to the following rules.

- 7.2 Each employee's performance, including probationary employees, will be reviewed as needed to provide guidance in any improvements that might be required.
- a. An employee may receive a performance review at a minimum after the first 3 months and must receive a merit review after 6 months of his/her employment and annually thereafter. However, an employee may be evaluated at any time his/her supervisor believes it is appropriate.
 - b. Any pay increase resulting from a merit review will be effective on the date specified in the merit review.
 - c. A newly hired probationary employee who is on leave from work for four (4) or more consecutive weeks may have his or her performance review and probationary date adjusted to compensate for the period of absence. Thereafter, the anniversary performance review will be based on the new adjusted date.
 - d. **Unless there is an emergency, there shall be no general suspension of step (merit) increases during the term of this Agreement.**
- 7.3 An employee promoted to a higher classification will be subject to merit review on the same schedule as though he/she were a new employee, and will normally be raised in pay approximately 5% concurrently with the promotion by being placed at the appropriate step in the higher pay schedule.
- 7.4 Promotion from a trainee position to a higher level position will be based on the employee's performance and made upon recommendation of his/her Department or Division Head, provided that there is a budgeted position open at the higher level. Completion of five steps at the trainee level will not usually be required.
- 7.5 Flex Positions
- a. The probationary period for classifications that require certification shall be the same period as the period required for the employee to earn and have in hand the required certification. For instance, if the certification provides that the employee must obtain the certification within 18 months, then the probationary period shall be 18 months.
 - b. This shall apply to both new and promoted employees.
 - c. An employee who meets all the requirements for promotion (experience, certifications and competency) must promote to the next higher level or they shall be terminated.
- 7.6 An accelerated salary step increase may be granted upon recommendation of a Division or Department Head and approval of the General Manager.
- 7.7 The preparation of Performance or Merit Reviews is the responsibility of each employee's immediate supervisor. The review will be discussed with each employee by their supervisor.
- 7.8 If an employee feels that the performance review is unfair, he/she may take the following steps in the order listed:
- a. Present a written report to his/her immediate supervisor, detailing the reasons for each point of disagreement, and requesting further discussion with him/her and his/her Division or Department Head.
 - b. If the questions cannot be resolved by 7.8 a above, request a conference including the General Manager to review the areas of disagreement.
- 7.9 The General Manager will submit annually to the Board of Directors a list of classified positions required on the District's Staff for the following fiscal year, and will hire or retain such employees as are authorized by the Board. In the event a higher classified position is provided for, but cannot immediately be filled, the General Manager may, in his discretion, employ one or more persons in lower classifications, so long as the total salary budget is not exceeded. Persons so employed will be considered for promotion to a higher position at such times as their Supervisor and Department Head evaluate the employee's qualifications,

- and make appropriate recommendation to the General Manager.
- 7.10 Employees will be compensated extra for temporary appointments to duties out of their working classification when the duration of the appointment is thirty (30) consecutive working days or greater, and includes an entire pay period, in which case each pay period so included will be compensated at five percent above the employee's current salary, or at the minimum step of the higher position's salary schedule, whichever is greater. Working out of classification is defined as when an employee is performing significant duties and functions of the higher classification.
- 7.11 Promotion in a flexibly staffed classification will occur when the employee obtains all required certifications and satisfactorily completes an appropriate competency assessment to promote to the higher class.
- 7.12 Salary Chart
Salary Charts of positions and Salary Levels as approved for 2010 are provided separately as Appendix A following the MOU.
- 7.13 Salary Increases
- a. **There shall be no general wage increase during the year 2010.**
 - b. **During 2010, the District shall engage a consulting firm to perform a total compensation market study for the classifications in this Unit. Total compensation shall include wages, dental insurance, disability insurance, life insurance, medical insurance, vision insurance, employer match of deferred compensation, employer contribution to retirement (PERS), employer contribution to retirement (PERS) on behalf of the employee, employer contribution to social security, employer contribution to Medicare, employer contribution for retiree health insurance. During March, 2010, the Parties shall meet to determine the comparator agencies, the benchmark classes, and the measures of central tendencies and other technical details of survey and application. Such study shall be completed no later than October 15, 2010. The Union may monitor the survey process as it proceeds. The survey results will provide data as the foundation for employee wage and benefit adjustments in 2011.**
 - c. **Where classifications are found to be in arrears of the survey data, those classifications shall receive an increase, up to a maximum of 10% effective the first day of the first full pay period in January.**
 - d. **An employee shall be Y-rated if the total compensation for his classification exceeds the survey data. Y-rated means that the employee's existing salary shall be frozen until the survey salary plus general salary increases exceeds the employee's frozen salary. For example, assume the employee's salary is \$2900 and the survey salary is \$2800. Assume a general increase of 2% in 2012. Therefore, the survey salary would increase from \$2800 to \$2856. Since this is less than \$2900, the employee doesn't receive a salary increase. Assume a general increase of 3% in 2013. Therefore, the survey salary would increase from \$2856 to \$2942. Since this exceeds the employee's frozen salary, the employee's salary would be increased to \$2942. All future general increases would then apply to this employee's salary.**
 - e. **Section 30.11 a, shall not apply to an employee whose salary is frozen pursuant to Section 7.13 d above.**
 - f. **Effective the first day of the first full pay period in January of 2012, 2013 and 2014, salaries will be increased by 90% of the Los Angeles, Anaheim, Riverside Consumer Price Index Urban Wage Earners and Clerical Workers (CPI-W) (1982-**

84=100), year ending November, (CPI data available approximately November 18) rounded to the nearest tenth of a percent, with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).

g. Each general salary increase determined by 7.13 d above shall be impacted by the provisions of Sub-section 30.9 through 30.12 below.

7.14 If the Parties agree to extend this Agreement pursuant to Section 2.2 above, then the following shall apply.

a. The formula set forth in Section 7.13 d shall be applied for the year 2015.

b. A survey shall be performed in 2015 with the same approach and same timing as set forth in Section 7.13 b, including the application of the survey results as set forth in 7.13 c.

c. During November 2015, the Parties shall meet to negotiate the implementation of the Section 7.14 b survey for 2016, with the same approach and same timing as set forth in Section 3.2 a.

d. The formula set forth in Section 7.13 d shall be applied for the years 2017, 2018 and 2019.

e. Each general salary increase determined by 7.14 a or 7.14 d above shall be impacted by the provisions of Sub-section 30.9 through 30.12 below.

ARTICLE 8 - PROBATIONARY PERIOD

8.1 As part of the hiring and promotion procedure, a probation period is applicable. Except as provided in Section 7.5, Flex Positions, the initial probationary period for a newly hired District employee shall be twelve (12) months and the probationary period for newly promoted District employee (promotional probation) shall be six (6) months.

ARTICLE 9 - PAY DAYS

9.1 Pay checks shall be issued bi-weekly no later than Wednesday, for the two immediately preceding work weeks.

9.2 Employees have the option of having their salary directly deposited into a bank of their choice. If a normal pay day falls on a Holiday, employees who are not using direct deposit will be paid on the first working day following such holiday.

9.3 An initial adjustment will be made for any employee on an "odd" work week, i.e., other than Friday to Friday, so that subsequent checks will cover two full work weeks' pay being made to such employee on the same pay day as other employees.

ARTICLE 10 - OVERTIME

10.1 Work in excess of 40 hours in any one week as defined in Article 15, Hours of Work, other than Standby Duty as defined in Article 12, Standby Time, constitutes overtime, and may be permitted only upon advance approval of a department or division head. All paid time off, except sick leave, will be considered time worked for purposes of this section.

10.2 All General Unit employees are eligible for overtime pay at 1-1/2 times the regular rate for hours worked in excess of 40 hours per week.

10.3 Overtime, as defined at 10.1 above, shall be compensated in cash or time off (Compensatory Time Off, i.e., CTO) at the option of the employee. However, accumulated CTO may not exceed a current credit of sixty (60) hours. If an employee reduces the CTO bank below 60 hours, then he/she may opt for CTO for future overtime worked until he/she again reaches the 60-hour limit.

- 10.4 In cases of emergency, an employee may be ordered to work overtime by any supervisor responsible for the conduct of emergency work.
- 10.5 Overtime work shall be credited to the nearest tenth of an hour.
- 10.6 Overtime work shall be entitled to additional compensation as outlined below.

ARTICLE 11 - USE OF COMPENSATORY TIME OFF (CTO)

- 11.1 An employee may use CTO to take time off with advance approval of his/her supervisor.
- 11.2 An employee shall not use CTO for any absence for which sick leave is applicable until the employee's sick leave bank is empty.

ARTICLE 12 - STANDBY TIME

- 12.1 Part of the duties of each employee may include being available for call-out overnight. The period during which an employee is assigned to be available for such call-outs is designated as Standby Time.
- 12.2 An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out. The parties agree that employees on Standby Time, as defined above, are "waiting to be engaged."
- 12.3 Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- 12.4 Employees available for call-out while on Standby will be compensated at the rate of \$2.70 per hour for all hours except those hours compensated as work hours. The increase in the standby rate shall be effective on the first day of the pay period closest to 1 January of each year with an increase.

ARTICLE 13 - EMERGENCY CALL-OUT

- 13.1 Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- 13.2 Employees who are called back shall receive a minimum of two (2) hours at time and one-half or pay for hours actually worked, whichever is greater. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate.
- 13.3 Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday and no minimum will apply, and compensation will be at the regular rate unless the employee has worked 40 hours that week. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.

ARTICLE 14 - COMPUTER CALL OUT

- 14.1 A computer call-out is defined as work required by management of an employee who, following completion of the employee's workday or workweek is called at home and required to respond to the call by using a computer at home to perform work for the District.
- 14.2 In such a case, the employee shall receive a minimum of one (1) hour at time and one-half or pay for hours actually worked, whichever is greater. All hours worked as part of a computer call-out shall be paid at time and one-half the employee's straight time rate.

ARTICLE 15 - HOURS OF WORK

- 15.1 A week will be considered as a seven-day period commencing at 12:00 p.m. on Friday and ending at 11:59 a.m. the next succeeding Friday, with regular work periods as follows:
- 15.2 Monday through Thursday, the regular work shift is 7:30 a.m. to 5:00 p.m. with the exception of a one-half hour lunch period.
- 15.3 Friday, the regular work shift is 8:00 a.m. to 4:30 p.m. with the exception of a one-half hour lunch period.
- 15.4 Work shifts other than described above may be established with the approval of the General Manager.

ARTICLE 16 - REST PERIODS

- 16.1 Rest periods will be scheduled in accordance with applicable labor laws. The time of each employee's rest period will be determined **and scheduled** by his/her supervisor. Present practice provides for up to 15-minute rest periods during each 4-hour work period.

ARTICLE 17 - HOLIDAYS

- 17.1 The District shall observe the holidays listed below.
 - 1. New Year's Day 1 January
 - 2. Martin Luther King's Birthday 3rd Monday in January
 - 3. President's Day 3rd Monday in February
 - 4. Memorial Day Last Monday in May
 - 5. Independence Day 4 July
 - 6. Labor Day 1st Monday in September
 - 7. Thanksgiving Day November (The day of Thanksgiving as proclaimed by the State of California)
 - 8. Day after Thanksgiving November (as above)
 - 9. Day before Christmas Day 24 December
 - 10. Christmas Day 25 December
 - 11. Day before New Year's Day 31 December
- 17.2 If any of the holidays listed above falls on the first day of an employee's weekend, the holiday will be observed on the previous workday.
- 17.3 If any of the holidays listed above falls on the last day of an employee's weekend, the holiday will be observed on the following workday.
- 17.4 A weekend is any two or three regularly scheduled consecutive days off. An employee working a 9/80 workweek will alternate between two and three day weekends.
- 17.5 Christmas and New Year's holidays often provide four consecutive days off for employees. If the holiday schedule provides a four day weekend for employees with Monday through Friday schedules, then the District will try to schedule four consecutive days off for employees working an irregular workweek.
- 17.6 Employees working on the holidays listed above will be compensated at one and one-half times the employee's straight time rate, in addition to his/her regular pay for the holiday.

ARTICLE 18 - VACATION LEAVE

- 18.1 Seniority governs in vacation choice for the current year's vacation. Subject to approval of the Department or Division Head of the vacation selected, employees will be granted vacation leave with pay.

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

DURING SERVICE YEARS	HRS ACCRUED PER PAY PERIOD	RESULTING ANNUAL ACCRUAL
1-2-3	3.69	96 hours
4-5-6	4.00	104 hours
7-8-9	4.31	112 hours
10-11-12	4.62	120 hours
13-14-15	4.92	128 hours
16-17-18	5.23	136 hours
19-20-21	5.54	144 hours
22-23-24	5.85	152 hours
25 >	6.15	160 hours

- 18.3 The maximum number of vacation hours that may be earned in any year is 160 hours.
- 18.4 The vacation leave time earned each year will be available to the employee for vacation, or may be accrued, wholly or partially, in the employee's Leave Account.
- 18.5 No more than 288 hours will be permitted to accrue in an employee's Leave Account.
- 18.6 The maximum vacation an employee can take is 160 consecutive working hours, unless special circumstances warrant approval of the General Manager for a longer period.
- 18.7 Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- 18.8 When an employee leaves the District, he/she will be paid for accrued unused vacation at his/her then current rate of pay.
- 18.9 When computing the amount of vacation leave accrual, holidays, week-ends, paid vacation time and paid sick leave will be included as continuous service.
- 18.10 Accrual of vacation time will be by hour beginning with the date of hire and computed to the date of termination, pro-rated to the nearest hours.
- 18.11 The smallest unit of vacation leave granted will be one hour. The supervisor will either approve or disapprove the request prior to the employee actually taking the time off.

ARTICLE 19 - OUTSIDE EMPLOYMENT

- 19.1 There shall be no outside employment except when an application for permission has been submitted and approved by the General Manager. An employee seeking approval for outside employment shall complete and submit the request form shown in Appendix C.
- 19.2 Such outside employment shall not
- interfere nor present any conflict with District duties and responsibilities
 - detract from the efficiency of the employee in the performance of his/her District duties
 - discredit the District
 - take preference over required District overtime
- 19.3 Approval to engage in outside employment may be revoked at any time if the General Manager believes such employment is violating any of the standards listed in 19.2 above.

ARTICLE 20 - SICK LEAVE

- 20.1 All full-time, regular employees shall accrue sick leave with pay under the following conditions:

- 20.2 An employee whose services have been continuous for one month or more shall accrue sick leave at the rate of eight (8) hours for each month during which he/she has been employed. Such leave may be used provided that satisfactory evidence is presented showing the need therefore, as shown below. Part-time, regular employees shall accrue sick leave on a pro-rated basis.
- 20.3 If an employee has accumulated sick leave, it shall be used for the following:
- a. When an employee is ill.
 - b. When a member of an employee's immediate family is ill and the employee must care for such ill family member.
 - c. For visits to doctors, dentists and optometrists for physicals, treatment or preventive steps
 - d. For funerals in the immediate family and bereavement leave.
 - e. "Immediate family" is designated as the spouse, child, parent, sibling or grandparent of the employee or employee's spouse.
- 20.4 Sick leave will be cumulative, without limit as to time, and if not taken in any given year will be usable in subsequent years' employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- 20.5 The amount of sick leave time an employee is entitled to is computed to include weekends, holidays, paid vacation time and paid sick leave, as continuous service.
- 20.6 Accrual of sick leave will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest four hours.
- 20.7 The smallest unit in granting sick leave will be one-half hour.
- 20.8 An employee who is absent on sick leave may be contacted by his/her supervisor. For absences due to illness in excess of 5 days, or less, if justified in the opinion of the employee's supervisor, Department/Division Head, a statement must be obtained by the employee from the employee's doctor stating: (a) that the employee should not have worked during the period of absence; and (b) that the employee is now able to return to work.
- 20.9 Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District, and may result in dismissal for lack of reliability.

ARTICLE 21 - SICK LEAVE PAYMENT

An employee may choose to receive payment for unused sick leave under the following conditions:

- 21.1 Alternative #1:
- An employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and
- The employee must have used 48 or fewer sick leave hours during the period of December 1 to November 30 of the past year.
- If each of these conditions is met, the employee may receive pay at his/her base rate for 32 hours of unused sick leave. The 32 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accumulation.
- If the employee chooses payment, then the remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.
- 21.2 Alternative #2:
- The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and
- The employee must have used no sick leave between December 1 and November 30 of the past year.
- If each of the conditions is met, the employee may receive pay at his/her base rate for 48 hours of unused sick leave. The 48 hours of sick leave which are converted to pay shall be

deducted from the employee's sick leave accumulation.

If the employee chooses payment, then the remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.

- 21.3 An employee who leaves the District through voluntary termination, retirement or death, shall be paid for accrued but unused sick leave according to the following schedule:
- a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service
 - d. Forty percent (40%) payoff for completion of eight (8) years of service
 - e. Forty-five percent (45%) payoff for completion of nine (9) years of service
 - f. Fifty percent (50%) payoff for completion of ten (10) years of service.
 - g. Seventy-five percent (75%) for completion of twenty (20) years of service.
 - h. One hundred percent (100%) for completion of twenty-five (25) years of service.
- 21.4 An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave according to the following schedule and with the balance, if any, being applied as PERS retirement credit, or (2) receiving no payment and instead having all accrued but unused sick leave applied as PERS retirement credit.
- a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service
 - d. Forty percent (40%) payoff for completion of eight (8) years of service
 - e. Forty-five percent (45%) payoff for completion of nine (9) years of service
 - f. Fifty percent (50%) payoff for completion of ten (10) years of service.
 - g. Seventy-five percent (75%) for completion of twenty (20) years of service.
 - h. One hundred percent (100%) for completion of twenty-five (25) years of service.
- The selection of Option (1) or (2) above shall be made by the employee and presented in writing to the Human Resources Office at the time the employee notifies the District of the employee's intention to retire.

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.1 An employee may have up to twenty-seven (27) hours paid leave to attend the funeral of a member of the employee's immediate family. "Immediate family" is designated as the spouse, child, parent, sibling, or grandparent of the employee or employee's spouse. If additional time off is required, the employee may request sick leave as provided in Article 20.3 (d) above.

ARTICLE 23 - MILITARY LEAVE

- 23.1 A leave of absence without pay may be granted to full-time, regular employees. The current federal reference is 38 U.S.C. 2021 et seq.

ARTICLE 24 - MILITARY RESERVE DUTY

- 24.1 A full-time, regular employee will be paid his/her regular salary for the period of time he/she is on military reserve duty, less the amount he/she receives for such service, up to a maximum of eighty hours per calendar year.

ARTICLE 25 - JURY DUTY

- 25.1 A full-time, regular employee will be paid his/her regular salary for up to forty hours, less the amount he/she receives from the Court for such service as a juror. An attendance record

from the Court on time spent on jury duty and a copy of the check for such service must be submitted to the District's Payroll Clerk. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

ARTICLE 26 - PREGNANCY LEAVE

- 26.1 Employees who are temporarily unable to perform their usual and customary work due to a pregnancy-related disability will be granted a pregnancy leave of absence.
- 26.2 Pregnancy leaves will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.
- 26.3 An employee who is granted a pregnancy leave is required to utilize accrued sick leave if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in long term disability insurance. The District will continue to pay group insurance premiums while the employee on pregnancy leave is using paid time off to cover her absence.
- 26.4 An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days. Without notification to the District, the employee will be considered to have voluntarily resigned.
- 26.5 The maximum length of leave that will be granted for any pregnancy-related disability is four months unless the employee has accrued paid time off in excess of four months. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.
- 26.6 Employees who return to work from a pregnancy leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.
- 26.7 An employee whose pregnancy-related disability extends beyond four (4) months may apply for a medical leave without pay as provided in Article 29.

ARTICLE 27 - PARENTAL LEAVE

- 27.1 An employee may be granted an unpaid leave of absence for up to 1040 hours to care for or to bond with their newly-born or adopted child.
- 27.2 An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, short term disability/long term disability, and life insurance).

ARTICLE 28 - FAMILY AND MEDICAL LEAVE

- 28.1 The District will provide family and medical leave for an employee as required by State and Federal Law.
- 28.2 For purposes of this Article, employee shall mean an employee who has at least one (1) year (52 weeks) of service with the District and at least 1250 hours active service in the past year.
- 28.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government

Code 12945.2).

- 28.4 Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.
- 28.5 An employee is entitled to a total of 12 workweeks of leave during any 12-month period. The 12-month period for calculating leave entitlement will be a 12-month period measured forward from the date the family leave was first taken.
- 28.6 An employee's leave for the birth or placement of a child for adoption or foster care must be completed 12 months after the birth or placement.
- 28.7 An employee shall provide at least 30 calendar days written advance notice for foreseeable events. For events which are unforeseeable 30 days in advance, the employee shall notify the District as soon as the employee learns of the need for the leave, but not later than five working days from learning of the event.
- 28.8 When the leave is due to the non-job related health condition of the employee or a family member, the employee shall exhaust the following paid leave in the order listed: 1) sick leave, 2) vacation leave, and 3) other paid leave. The exhaustion of such paid leave shall run concurrently with the leave.
- 28.9 When the leave is due to the job related health condition of the employee, the employee may utilize the option provided at Section 28.4. If the employee chooses to exercise such option, the exhaustion of the sick leave shall run concurrently with the leave.
- 28.10 Effective with leave taken November 1, 1995 or after, when the leave is for bonding with a newly born or newly adopted child, the employee may use up to 160 hours of accrued sick leave. If an employee opts to use such leave, then after using such sick leave, the employee shall exhaust the following paid leaves in the order listed: 1) Vacation leave, and 2) other paid leave, except sick leave. The exhaustion of such paid leave shall run concurrently with the leave.
- 28.11 If an employee takes paid leave without requesting family leave, within two days of the employee's return to work and advisement of the District concerning the purpose of the paid leave, the District shall make a determination as to whether the paid leave shall be considered family leave.
- 28.12 The District shall maintain coverage under any group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the District shall not maintain such group health plan coverage for such employee for more than 12 weeks within a 12-month period commencing with the start of the leave.
- 28.13 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.
- 28.13 Any alleged failure to comply with the statutory requirement of the FMLA and CFRA Acts shall be resolved through the dispute resolution process contained in the applicable law.

ARTICLE 29 - LEAVE WITHOUT PAY

- 29.1 Leave without pay may be granted by the General Manager, but such leave, when granted, shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, per Article 32.6; military leave, per Article 23; pregnancy leave, per Article 26.7; parental leave, per Article 27; and family and medical leave, per Article 28. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. This includes unpaid sick leave, military leave, parental leave, family and medical leave or any other leave where the District is not paying wages to the employee.
- 29.2 **Except for discipline imposed pursuant to Article 55, there shall be no unpaid**

furloughs during the term of this Agreement.

ARTICLE 30 - RETIREMENT PROGRAM

- 30.1 Salaried employees of the District are covered under the retirement program of the State of California. The District amended its contract with the Public Employees' Retirement System to provide the 2% at 55-benefit factor (Government Code Section 21251.132). The contract amendment was effective in 2001.
- 30.2 The District also amended its contract with the Public Employees' Retirement System to provide Full Formula Cal PERS coverage for past and future service of its employees. This is Government Code Section 20515. The contract amendment was effective in 2001.
- 30.3 The District contributes as the employer's contribution a percentage of each employee's annual basic salary toward retirement.
- 30.4 **The employee's normal contribution of 7% will be paid to PERS by the employer. Effective February 2001 such payment of the employee's normal contribution by the employer, shall be reported to PERS as Special Compensation.**
- 30.5 Eligibility
Employees are eligible to retire at 50 provided they have been covered by the Retirement Fund for a period of five (5) years, but benefits are reduced proportionately. Normal age for retirement is 60. Employees may work beyond 70 years of age upon certification of physical fitness.
- 30.6 Retirement Benefits
The service retirement benefit is a product of the benefit factor, years of service, and final compensation. Final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.
- 30.7 Death Benefits
Death benefits are a lump sum amount equal to one month's salary for each year worked. The maximum amount will be six months salary based on at least six years worked. This is in addition to the employee's contributions, which would be paid to his/her heirs with interest.
- 30.8 Disposition of Employee Contributions at Termination
If any employee terminates employment with the District before retirement, his/her contributions plus accrued interest may be refunded upon application to the Public Employees Retirement System. Employees who expect to commence employment with another PERS-covered agency are not permitted by PERS to withdraw their contributions. Refunds, when made, are mailed directly to the employee's home. Contributions may be left on deposit until normal retirement age is reached if the employee has a vested interest; i.e., 5 years' service. (Additional details are available in PERS brochures in the Human Resources Office.)
- 30.9 **The District's PERS rate in effect on July 1, 2009 was 14.391%. This is the base year.**
- 30.10 **Each year starting in 2011, the Parties shall calculate the difference between the District's PERS rate in effect in July of that year and the previous year's July rate. Except that, the 2011 rate shall be compared to the 2009 rate.**
- 30.11 **The salary adjustment formula shall be: Previous year's District's rate minus current year's District's rate divided by two rounded to the nearest tenth.**
- a. **If that number is negative, then the result will be subtracted from the general salary increase that goes into effect the following January. As a result of this**

subtraction, the smallest general increase that is possible shall be zero percent (0.0%).

- b. If that number is positive, then the result will be added to the salary increase that goes into effect the following January.
- c. However, the subtrahend can never be less than 14.391. If the current year's rate is less than 14.391, then 14.391 will be used as the subtrahend.
- d. Then, after the salary adjustment is performed for that cycle, the application of Sections 30.9 through 30.11 shall be discontinued.

30.12 EXAMPLE:

Assume the following Employer's rate for July of each respective year: 2009 is 14.391; 2011 is 15.400; 2012 is 15.854; 2013 is 14.844; 2014 is 14.008.

- a. The calculation during 2011 is $14.391 - 15.400 = -1.009$; $-1.009 / 2 = -0.5045$ or -0.5 . Therefore, since the number is negative, it would be subtracted from the January 2012 general salary increase.
- b. The calculation during 2012 is $15.400 - 15.854 = -0.454$; $-0.454 / 2 = -0.227$ or -0.2 . Therefore, since the number is negative, it would be subtracted from the January 2013 general salary increase.
- c. The calculation during 2013 is $15.854 - 14.844 = 1.01$; $1.01 / 2 = 0.505$ or 0.5 . Therefore, since the number is positive, it would be added to the January 2014 general salary increase.
- d. The calculation during 2014 is $14.844 - 14.008$; however, since 14.008 is less than 14.391, 14.391 is used as current year's number. Therefore, the calculation becomes, $14.844 - 14.391 = 0.453$; $0.453 / 2 = 0.2265$ or 0.2 . The number is positive, and therefore, it would be added to the January 2015 general salary increase. Since the current year's Employer contribution had dropped below the 2009 number, the application of these Sections would be discontinued.

ARTICLE 31 - DEFERRED COMPENSATION PLAN

- 31.1 An optional program to increase retirement benefits is available to regular, full-time District employees. The purpose of the Plan is to defer a portion of the employee's compensation for his/her use at retirement. Income taxes are likewise deferred until the employee retires on that portion of compensation deferred.
- 31.2 Participation in the Plan commences in the month following sign-up for new employees.

ARTICLE 32 - HEALTH INSURANCE

- 32.1 Coverage
The parties agree that the District may select an insurance plan different from the current plan. It is further agreed, however, that the current level of benefits may not be reduced by the parties during the term of this Agreement without agreement of the parties. Specific medical insurance plan information is available from brochures in the District's Human Resource Office. Notwithstanding the foregoing, the parties agree to switch from the Kaiser Direct Plan to the Kaiser Plan offered by ACWA. Such change was offered beginning with the 2008 open enrollment period and was effective beginning 1 January 2009.
- 32.2 The District's maximum contribution to insurance premiums shall be as set forth below. Any premium cost above the District's contribution shall be borne by the employee or retired employee.
- 32.3 District Contribution
The District's maximum contribution shall be 98% of the Blue Cross Classic (PPO)

Employee Plus Two (Example - in 2010, the cost of this premium is \$1,316.03 so the District maximum contribution is \$1,289.71). This formula shall sunset on the last day of this Agreement and shall not be applied in successor Agreement unless the parties agree in writing to such application. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect on **31 December 2014**.

32.4 Maintenance of Effort

In the event of a statutory mandate reducing the District's financial obligation to fund medical insurance, the parties agree that the difference in money between the newly mandated level and the previous level shall continue to be available to the Unit either in the form of a cash bonus or to purchase other benefits, at the discretion of the Union.

32.5 Eligibility

The employee, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for hospital and medical coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

32.6 Extension of Coverage

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

32.7 If the parties change plans or providers pursuant to Section 32.1 above, there shall be no change to the level of health insurance benefits provided for District retirees.

32.8 a. Notwithstanding Section 32.7 above, the parties agree that an employee must have at least five years of LVMWD service to be eligible for retiree insurance and that retiree insurance shall cover only the retiree and one dependent who is a designated dependent at the time of retirement.

b. The parties also agree that retirees and covered dependents who reach the age of 65 must enroll in Medicare Part A and B no later than one month prior to their 65th birthday. Enrollment in Part D will be required if the provider of the health plan offers premium subsidies or incentives or requires enrollment in Medicare Part D. The District will be obligated to contribute the cost of the medical premiums only for those covered as provided herein.

c. The parties further agree that employees hired after March 31, 2006, shall receive a retiree medical contribution in the amount of 75% of the PPO rate if the employee retires with at least 10 years of District service and is age 55 or older at retirement.

ARTICLE 33 - LIFE INSURANCE

33.1 Life insurance in the amount of \$50,000 is provided by the District for each regular, full-time employee upon completion of one month of continuous employment with the District and upon submission of application for membership. Those not applying within thirty (30) days will be required to provide medical evidence of insurability.

33.2 Optional life insurance is available to regular, full-time employees at the employee's expense. Contact Human Resources for details.

ARTICLE 34 - DENTAL INSURANCE

- 34.1 The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for dental coverage on the first of the month following the date of hire. Subscribing members may add new dependents within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.
- 34.2 The District shall provide orthodontia for the employee and dependents to a lifetime maximum of \$2,000.00.

ARTICLE 35 - LONG-TERM DISABILITY INSURANCE

- 35.1 The District provides long-term disability insurance for each employee.
- 35.2 Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership. Details regarding coverage are available in the Human Resource Office.
- 35.3 An employee eligible for long term disability benefits shall use available sick leave to cover time off during the long term disability 30 calendar day elimination period. After the elimination period, an employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with long term disability payments. Coordinated payments shall not exceed the employee's regular gross income.
- 35.4 The monthly benefit for a disability as defined in the plan will be two-thirds of the employee's monthly base pay up to a maximum of \$3,600.

ARTICLE 36 - VISION CARE

- 36.1 The District will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for vision coverage on the first of the month following the date of hire, by paying for such coverage. Subscribing members may add new dependents thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

ARTICLE 37 - ON THE JOB INJURY

- 37.1 In the case of on-the-job injuries, the employee may, at his/her option, apply accrued sick leave on a pro-rated basis to supplement his/her entitlement from the Worker's Compensation Insurance Fund. The employee may thus receive from the District a check equal to his/her regular paycheck less the amount of his/her check from the Worker's Compensation Insurance Fund.

ARTICLE 38 - CERTIFICATION PROGRAM

- 38.1 Employees of the District are required to meet all certification requirements for their position.
- 38.2 Employees in the Water Reclamation Division will obtain the proper certifications as mandated by the State of California and Las Virgenes Municipal Water District.
- a. Operations personnel shall obtain appropriate certification as issued by the California State

Water Resources Control Board.

- b. Laboratory technicians shall obtain appropriate certification as issued by the California Water Environment Association and American Water Works Association.
- 38.3 Employees in the Water Division will obtain the proper certification as mandated by the State of California and Las Virgenes Municipal Water District.
 - a. Personnel who work in treatment and distribution functions shall obtain appropriate certification as issued by the California Department of Health Services.
- 38.4 Employees in the Maintenance Division shall obtain the appropriate certifications as issued by the California Water Environment Association and American Water Works Association.
- 38.5 The District will pay the initial examination fee, license fees and renewals for certificates required of employees.
- 38.6 Any employee who does not maintain his or her required certification shall be terminated when the required certification expires.
- 38.7 The District shall provide incentive pay as set forth in Appendix B for employees who attain State certification above their required certification.

ARTICLE 39 - ATTENDANCE AT CLASSES

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

ARTICLE 40 - PHYSICAL EXAMINATION

- 40.1 District required shots will be provided as required. Employees may obtain these shots at their expense from their own physician and provide proof of having received the shots to the District Human Resources office.
- 40.2 Physical examinations required for any license required by the District will be paid by the District.

ARTICLE 41 - CREDIT UNION

- 41.1 Membership is available in credit unions which may be paid through payroll deductions. For details on loans and savings accounts refer to brochures provided by the credit unions, in the Human Resource Office.

ARTICLE 42 - OFFICIAL IDENTIFICATION

- 42.1 Employees are required to carry or wear identification cards in accordance with Sec. 12002 of the District's Ordinance No. 2-70-31.
- 42.2 Each Supervisor will be responsible for scheduling time for each new employee to obtain such identification.
- 42.3 Employees are required to carry identification cards which are issued by the company supplying the burglary protection system.
- 42.4 Uniforms will be furnished by the District to provide an attractive District image to the public, and to supply an easy means of identification.
- 42.5 Uniforms supplied by the District shall be worn by employees while at work.

ARTICLE 43 - UNIFORMS

- 43.1 The parties met and decided what kind and how many hats shall be designated as District uniform hats.

- 43.2 The resulting hat or hats shall be paid for by the District and shall be the only hat that may be worn while on duty.
- 43.3 The hats, as part of the District uniform, shall be provided by the District at no charge. Wearing a hat is voluntary. But if an employee wears a hat while on duty, it shall be a uniform hat.
- 43.4 Effective 1 September 1999, T-shirts are no longer a part of the District uniform.

ARTICLE 44 - PEACEFUL PERFORMANCE

- 44.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety and general welfare of the residents within the District service area.
- 44.2 Consequently, UNION agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District.
- 44.3 In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work-stoppage has ceased.
- 44.4 In the event of any such work-stoppage during the term of this MOU, whether by, UNION or by any member of the bargaining unit, UNION, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- 44.5 If in the event of a work-stoppage, UNION promptly and in good faith performs the obligations of this Section, and, providing, UNION has not otherwise authorized, permitted or encouraged such work-stoppage, UNION shall not be liable for any damages caused by the violation of this Section.
- 44.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, and work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.

ARTICLE 45 - EMPLOYEE RIGHTS

- 45.1 Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights.

ARTICLE 46 - DISTRICT RIGHTS

- 46.1 It is the exclusive right of the District to determine the mission of each of its constituent departments, board, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the District to direct its employees and evaluate their work performance, take disciplinary action for cause, relieve its employees from duty because of lack of work or for cause, and determine the methods, means and personnel by which the District's

operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 47 - DUES DEDUCTION

- 47.1 District agrees to deduct and remit to the Union all authorized dues deductions from Union members who have signed an approved authorization card or cards for such deductions in the form provided.
- 47.2 District will promptly remit membership fees deducted to Union, together with a list of employees who have had said fees deducted.

ARTICLE 48 – AGENCY SHOP

- 48.1 It is the intent of the parties that a modified agency shop shall be implemented effective February 1, 2001. By this the parties mean that current employees have the option of choosing to be a member of the union. If a current employee so chooses, then that employee shall remain a member of the union for the duration of this Agreement as provided in. An employee hired on or after the effective date of this Article, as an Article 49, Maintenance of Membership condition of employment, shall either become a member of the union or shall pay an agency fee as provided below. If the employee becomes a union member, then that employee shall remain a member of the union for the duration of this Agreement as provided in Article 49, Maintenance of Membership.
- 48.2 An employee who is hired on or after February 1, 2001, within 30 days of their hire date, must either become a member of UNION and pay dues pursuant to Article 47 above or pay a monthly service fee equal to UNION dues, less non-chargeable costs as defined by statutory or case law. After 30 days of their hire date, the District will automatically deduct from non-members all service fees payable pursuant to this section.
- 48.3 Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to UNION. Such employee, however, shall be required to pay a monthly sum equal to the service fee to one of the charitable organizations listed below in Section 48.4. Such payment shall be in the same manner and the same time as provided above at Section 48.2. Such charitable contributions shall be made for the duration of employment or until the employee becomes a UNION member or pays the service fee.
- The parties agree that UNION shall have the sole right and responsibility to administer this Section of the Agreement. UNION shall develop and publicize the procedure an employee must follow to be recognized as a conscientious objector.
- Such procedure shall include at least the following:
- the information that must be submitted
 - the form in which the information must be submitted
 - to whom the information must be submitted
 - when the information must be submitted
 - when a response shall be given
 - an appeal process
- 48.4 Charitable Organizations:
- 1) Special Olympics

- 2) City of Hope
 - 3) American Cancer Society
- 48.5 UNION shall keep an adequate itemized record of its financial transactions and shall make such record available annually to the District as required by Government Code Section 3502.5 or its amendments.
- 48.6 In a timely fashion, UNION shall adopt, implement and maintain constitutionally acceptable procedures to enable non-member service fee payers to meaningfully challenge the propriety of the uses to which service fees are put. The procedures shall be as defined by statutory or case law.
- 48.7 The District will promptly remit such fees, dues and assessments to UNION together with a list of affected employees.
- 48.8 When an employee does not have sufficient funds to provide for payment of service fees, UNION shall be responsible for collection from the employee.
- 48.9 UNION shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.
- 48.10 UNION and the District agree that the District is not to be a party to any dispute that arises out of the administration of Article 48, Agency Shop. Specially, UNION shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.

ARTICLE 49 - MAINTENANCE OF MEMBERSHIP

- 49.1 Employees who are on payroll deduction for Union dues on the effective date of this Agreement, and employees who begin payroll deduction for Union dues during the Term of this Agreement, shall continue such dues deduction until 31 December of the last year of this Agreement.
- 49.2 An employee who wants to discontinue such dues deduction may do so only between 1 November and 1 December of the last year of this Agreement. Such dues shall be discontinued effective 1 January of the following year. To discontinue dues deduction during this time period, the employee shall give written notification to both the Union and the District.
- 49.3 Union shall indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this article.
- 49.4 In any case where any employee does not have sufficient funds to provide for payment of authorized dues, the Union shall be responsible for collection from the employee.
- 49.5 The Union shall submit annual financial reports to the District and Unit employees as required by Government Code Section 3502.5 or its amendments.

ARTICLE 50 - GRIEVANCE PROCEDURE

- 50.1 A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or memorandum of understanding applicable to the employees. A dispute over the terms of an initial or renewed Memorandum of Understanding does not constitute a grievance.
- 50.2 Step No. 1: Informal Discussion with Supervisor:
- a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within 7 calendar days from the date of the action causing the grievance. The immediate supervisor shall respond within 7 calendar days. Every effort shall be made to resolve the grievance between the employee and his/her immediate

- supervisor.
- b. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Department or Division Head within 7 calendar days after receipt of the immediate supervisor's response.
- 50.3 Step No. 2: Review by Department or Division Head:
- a. Within 7 calendar days after receiving the written grievance, the Department or Division Head shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
- b. The Department or Division Head shall give his/her written decision within 7 calendar days after the discussion.
- 50.4 Step No. 3: Review by General Manager:
- a. If the grievance has not been satisfactorily resolved by the Department or Division Head, the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
- b. The General Manager shall give his written decision within 7 calendar days. If the aggrieved feels that the decision of the General Manager is unjust, a final appeal may be made to the Board of Directors within 7 calendar days.
- 50.5 The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, a representative of an employee organization, attorney, or any other person he/she may choose.
- 50.6 The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of both parties in writing. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate supervisor or Department or Division Head, or General Manager, fails to respond within the time limits specified.

ARTICLE 51 - STEWARDS PROGRAM

- 51.1 The General Unit's representative, UNION, may appoint three (3) stewards. Each steward shall have an alternate who shall perform his/her duties in his/her absence. Union shall give to the District's General Manager a written list of employees who have been selected as stewards, and this list shall be kept current by union.
- 51.2 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of activities in the role of a steward.
- 51.3 Stewards and alternates may investigate and process grievances only in the department to which they are assigned. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available.
- 51.4 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the

employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available.

- 51.5 A steward shall not log compensatory time or overtime for the time spent performing any function of a steward.
- 51.6 The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure, in an effort to resolve grievances at the lowest level and to increase communication between the General Unit and the District.
- 51.7 A shop steward's representation program has been established on a trial basis with the understanding that it will be discontinued immediately upon evidence that the net effect of such program is to reduce productivity.

ARTICLE 52 - EXPECTED PERFORMANCE

Each District employee is expected to:

- 52.1 Perform his/her job assignments accurately, thoroughly, safely, and efficiently, commensurate with his/her experience.
- 52.2 Work in harmony with his/her supervisor and fellow employees.
- 52.3 Carry out proper orders and instructions to the best of his/her ability.
- 52.4 Be on the job, ready to begin work, at the appointed time. Unexcused absence in excess of three days will be considered as a resignation without notice by the employee.
- 52.5 Call his/her immediate superior, or have him/her called, if at all possible prior to the time scheduled to begin work, in the event he/she will be late or absent. Water and Engineering personnel should call 818 251-2100 and Sanitation personnel should call 818 251-2300.
- 52.6 Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- 52.7 Refrain from activities or personal conduct on the job that would cast discredit on the District, its Management, or employees.

ARTICLE 53 - SUPERVISORS CONFERENCE

- 53.1 Supervisors will confer with employees who, in the Supervisor's opinion, are violating the letter or intent of employment standards, such as those outlined above.

ARTICLE 54 - REPRIMANDS

- 54.1 In the event that the Supervisor's consultation with an employee as provided above in Article 53, Supervisors Conference does not result in improved performance or behavior on the part of the employee, the Supervisor shall prepare a written reprimand covering the earlier consultation with the employee, and outline the specific rules in question.
- 54.2 The Supervisor shall submit the reprimand to his/her Department or Division Head, who will set up a meeting with the employee and the Supervisor to review the charges and obtain the employee's side of the problem.
- 54.3 The Division or Department Head will summarize the findings of the meeting and present his/her ruling in writing to the employee.
- 54.4 The employee will then have the right to submit a rebuttal which shall be attached to the reprimand in the employee's personnel file.
- 54.5 If the severity of the employee's conduct warrants, the reprimand shall put the employee on notice that failure to correct the performance or attitude will result in punitive action.

ARTICLE 55 - PUNITIVE ACTIONS

- 55.1 Punitive actions may be taken with the approval of the General Manager, upon the recommendation of the Department or Division Head, in those cases where the Department or Division Head feels that the severity or frequency of the employee's actions warrants, or the employee has failed to alter his/her conduct satisfactorily, after a conference or reprimand.
- 55.2 The severity of punitive actions will be determined on a case-by-case basis, taking into consideration the employee's previous history, and the severity of the current problem.
- 55.3 Such punitive actions may be suspension without pay for an appropriate period or dismissal.

ARTICLE 56 - DISMISSAL

- 56.1 Upon dismissal, District employees are eligible to collect accrued vacation pay, as provided herein, and may apply for the refund of their own retirement contributions with interest, as also provided herein.
- 56.2 The General Manager may, if it appears warranted as a result of satisfactory District employment prior to the problem developing which resulted in dismissal, award the employee up to two weeks severance pay.

ARTICLE 57 – SEPARATION FROM THE DISTRICT

- 57.1 An employee resigning or leaving work without two weeks notice will be considered discharged insofar as the application of these rules and regulations is concerned.
- 57.2 Resignations will be effective upon the last day worked, and payment made at that time for any accrued vacation leave.
- 57.3 An employee separating from the District in good standing is expected to refrain from using paid time off during the final two weeks of his or her tenure with the District.

ARTICLE 58 - LAY-OFFS

- 58.1 In the event the work load of the District decreases to the point where lay-off of otherwise satisfactory employees is required, lay-offs within each classification will be on the basis of merit, as determined by the average of his/her performance reports for his/her current classification, and will be subject to two weeks notice, or severance pay, at the discretion of the employee.
- 58.2 Employees so laid off will be called to resume work prior to District recruiting to fill jobs created by an increase in the District's work load for the classification in question.

ARTICLE 59- SIGNATURES

For SEIU, Local 721:

Bill Stival
Frank Vargas
Laura Odway
Shylla Ay
Robert Stephens
Ly B

For Las Virgenes MWD

Bob Baker
Herta Vallejo
Andre Schmidt
David Rippon

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of May 11, 2010.

John R. Mundy
General Manager

May 12, 2010
Date

Approval as to form:

Wayne K Lemieux
Legal Counsel

May 11, 2010
Date

APPENDIX A

LVMWD
General Unit Salary Table – January 2010

Classification	Range	Step A	Step E
Collections Systems Technician	46	\$26.296	\$32.577
Compliance Inspector	52	\$27.914	\$34.580
Corrosion Control Specialist	42	\$25.270	\$31.305
Cross Connection Inspector	51	\$27.637	\$34.238
Electrical/Instrumentation Technician I	50	\$27.363	\$33.898
Electrical/Instrumentation Technician II	66	\$32.086	\$39.749
Facilities Inspector	61	\$30.528	\$37.818
Facilities Maintenance Technician	50	\$27.363	\$33.898
Facilities Maintenance Worker	23	\$20.918	\$25.913
Field Customer Service Representative I	22	\$20.711	\$25.656
Field Customer Service Representative II	32	\$22.877	\$28.339
Fleet Technician	50	\$27.363	\$33.898
Laboratory Assistant	25	\$21.338	\$26.434
Laboratory Technician I	42	\$25.270	\$31.305
Laboratory Technician II	58	\$29.631	\$36.707
Maintenance Mechanic I	42	\$25.270	\$31.305
Maintenance Mechanic II	58	\$29.631	\$36.707
Resource Conservation Specialist	46	\$26.296	\$32.577
SCADA Systems Specialist	76	\$35.442	\$43.905
Senior Field Customer Service Representative	54	\$28.475	\$35.274
Senior Electrical/Instrumentation Technician	74	\$34.743	\$43.041

Classification	Range	Step A	Step E
Senior Maintenance Mechanic	66	\$32.086	\$39.749
Senior Water Distribution Operator	70	\$33.387	\$41.361
Senior Water Plant Operator	70	\$33.387	\$41.361
Senior Water Reclamation Plant Operator	70	\$33.387	\$41.361
Senior Water Worker	54	\$28.475	\$35.274
Storekeeper	41	\$25.021	\$30.996
Water Treatment Plant Operator II	46	\$26.296	\$32.577
Water Treatment Plant Operator III	60	\$30.226	\$37.444
Water Reclamation Plant Operator I	40	\$24.774	\$30.688
Water Reclamation Plant Operator II	62	\$30.834	\$38.197
Water Reclamation Plant Operator Training	32	\$22.877	\$28.339
Water Worker I	22	\$20.711	\$25.656
Water Worker II	32	\$22.877	\$28.339
Water Worker III	46	\$26.296	\$32.577

APPENDIX B

PAY FOR CERTIFICATION PROGRAM

The District strives to encourage employees to prepare themselves for jobs within their career path. The District also wants to recognize employees that have attained state certification and licenses, beyond stated job requirements, that are used in the performance of their duties on a regular basis.

To this end, the District will provide additional compensation to employees for state certification and licenses over and above those required, that fall within the employee's career path and are used for district benefit on a regular basis.

Criteria for Additional Pay

To be eligible for the additional pay, an employee must show proof of possession of a certificate or license issued or approved by the State of California. The eligibility of the certification or license may be demonstrated by the following:

- The employee's job description lists the certificate or license as preferred but not required; or
- The job description for a position that the employee is eligible to compete lists the certificate or license as required or preferred; or
- The employee's current position is within a career path for a position that lists the certificate or license as required or preferred, but the employee does not meet the years of experience requirement necessary to compete for the position; or
- Agreement that attainment of the certification will add value for the District as determined by the General Manager.

Once the employee demonstrates eligibility, the employee will receive the pay for certification on each paycheck. The employee loses eligibility under the following conditions:

- The employee promotes to a position where the certificate or license is required.
- The employee does not maintain an overall satisfactory performance evaluation.
- The employee loses the certification or license.

Interim certification, such as that granted during a "grandfather in" period, is not eligible for this program.

Amount of Additional Pay

The eligible employee will receive a set 5% in pay for those state certificates and licenses that are knowledge-based (that is, two licenses or certificates does not mean 10% additional pay). These include:

- Water treatment, water distribution and wastewater certification

- Professional registration as a civil engineer
- License as certified public accountant.

Additional state certificates and licenses will be considered if they include requirements for eight-hour competitive examinations and field work of two years.

Classification Considerations

Which certification qualifies an employee for the pay for certification program depends upon the employee's classification within the District for the water treatment, water distribution and wastewater certifications, as follows:

- General and office unit employees must have grade 3 or above.

APPENDIX C

DECLARATION OF OUTSIDE EMPLOYMENT, ACTIVITY OR ENTERPRISE

Employee name _____

Job title _____

I hereby certify that I am NOT engaged in any outside compensated employment. I am NOT engaged in any outside activity which is incompatible with my District employment. I understand I am required to seek the approval if I wish to engage in such employment or activity in the future.

Employee Signature _____ Date _____

I am currently or plan to be engaged in outside compensated employment or an outside activity. I hereby request approval and provide the information required as follows:

Date outside employment will start _____

Name of proposed/outside employer: _____

Provide a detailed description of the duties of this employment/activity. Please be sure to include any facts which could result in interference, conflict or incompatibility of this employment/activity and your District function and or duties: _____

Days and hours of outside employment/activity: _____

I hereby certify that the foregoing is a full and accurate statement. I have read and do understand the District policy and MOU provisions and will fully comply.

Employee Signature _____ Date _____

Approve _____	Disapprove _____	Reason: _____
General Manager _____	Date _____	

Davidson, Craig

From: Agnew, Dion
Sent: Thursday, October 11, 2012 2:58 PM
To: Davidson, Craig
Cc: pam.briscoe@seiu721.org; Paniagua, Sherri
Subject: Written Response to the Informal Discussion on October 4, 2012
Craig Davidson,

In accordance with Article 50.2, Grievance Procedure Step No. 1 in the MOU between Las Virgenes Municipal Water District and SEIU, General Unit covering January 1, 2010 – December 31, 2014, this email will serve as my written response to our informal discussion on October 4, 2012. Present at the meeting were you, Pamela Briscoe, myself and Sherri Paniagua. At the meeting, you presented information regarding your belief that you worked out-of-class for a period ranging sometime between 2009 and 2011 when you were assigned to complete water audits in conjunction with your other regularly scheduled duties that are included in the Field Customer Service Representative (FCSR) II job description. As discussed during the meeting, while as your supervisor I assigned work to you and all other FCSR's during that period, I do not believe that you worked out-of-class. Additionally, under Article 50.2 procedurally, the informal discussion is to take place within 7 calendar days from the date of the action causing the grievance. Based on your clarification of what the actual grievance is, your assertion that you were working out-of-class covers a period that goes back to 2009 -- 2011 and is over a year old therefore; I believe it should be terminated. Finally, I advised you during the meeting that I do not have the authority to grant out-of-class pay and therefore are unable to resolve your grievance.

Dion Agnew
Las Virgenes Municipal Water District
Customer Service Operations Supervisor
dagnew@lvmwd.com
818.251.2194

ITEM 7A

10/17/2012

B-1



ORIGINAL

GRIEVANCE FORM

Employee's Name: Craig Davidson
Title: Field Customer Service Rep
Represented by: SEIU 721 / Advocate Pam Briscoe
Immediate Supervisor: Dion Agnew
Department: Field customer service

1. Statement of Grievance:

Member (mbr.) has been employed at the Las Virgenes Municipal Water District since 2003 and during the course of time had not been asked to perform water survey reports for the District. It is important to note that the mbr was not hired to do those reports, he was not trained to do the water survey reports, it was due to his experience and education that he had to rely on, because there was no specific directions he was given by the District to assist him. Until the drought hit in 2008 and the District dissolved the Resource Conservation Specialist position and mbr was asked to intermittently fill in to assist. He did so but what occurred is that he began doing that work primarily, from a period of June 2008 to Dec/Jan of 2010. The District even hired on customer service representatives to receive calls and schedule his calendar. Evidentially during the course of time there were two additional contract workers that were hired to assist him with the work. He trained them, supervised them, and one now has been permanently hired to do the report and recommendations but with a lesser degree of specificity. The mbr just recently has asked to not do the water surveys in August of 2012, because of the lack of compensation, and has felt that the District has been disingenuous as to utilizing his skills in such an extreme fashion without compensation, and has not considered him for promotional opportunities thereafter. However, during this time he did not receive any compensation for the additional work, or to train other employees, or to supervise them, and all of this became his primary work assignment. Therefore he is asking for out of class pay.

In Mr. Agnew's response he is stating that it should be terminated because it is reaching back to 2008, actually not as Mr. Agnew describes it in his response. But contractually it is a known practice in labor that one can go as far back as 4 to 5 years for compensation. This member had no idea the job duties were going to be at the level of required time, no idea he would have to train, and then supervise in the process. Mr. Agnew's contention was others were doing the same as Mr. Davidson, that others were not doing the level of audits as he was, and he has audit recommendations he has written to show the extent of his reports, making recommendations to owners water usage to conserve the use, including planting different plant life, and other ways in which to conserve.

Mr. Agnew's belief gave no basis to why he believes he was not working out of class.

Mr. Davidson can show the numerous reports he wrote during this period of time. His job title at the time did not say he would be conducting the audits and making recommendations, it stated assist in water surveys, therefore, his contention is he was in fact working out of class, and it was his primary work during that time period. Addressing the issue that he did not write grants does not eliminate him from the pay. In fact, we would ask how many grants were written by the

*Additional pages may be added if more space is required.

ITEM 7A

Resource Conversation Specialist before that position was eliminated. I believe the sole and primary reason for having a Resource Conservation Specialist is to utilize the expertise of that person to conserve water, and that was the main function of Mr. Davidson for that period of time from 2008 to 2010, and thereafter continued to do that work until August of 2012.

Specific Section of Memorandum of Understanding Violated:

In the Memorandum of Understanding between the District and SEIU 721 it states in part in Article 7: 7.9, That if someone is working in a higher classification and it cannot be filled the General Manager may employ one or more persons in a lower classification, so long as the total salary budget is not exceeded. This alludes to there may be additional pay considerations. It further states "Persons so employed will be considered for promotion to a higher position at such times as their Supervisor and Department Head evaluate the employee's qualifications, and this is applicable here to Mr. Davidson. In 7.10 pg 4, there is reference to compensation for "extra work" when the work is over 30 days, and it points out when there are significant duties and functions at a higher level, which is applicable to Mr. Davidson. Mr. Davidson had never been asked to perform water audits until the drought hit, and there was someone in the position of Resource Conservation Specialist who did those particular duties. SEIU and its member contend that there was a significant violation of the contract and for additional work there should be additional pay especially when it requires the expertise that Mr. Davidson has through his education and experience. This does not exclude any State, Federal Laws, or City Ordinances, or any other MOU Articles, not herein mentioned that may apply.

*2. Requested Remedy:

Mbr should be compensated for the additional out of class work he provided to the District that assisted the District's customers, and assisted the District in the drought, and basically took over the primary role of a classification that was eliminated by the District. This would stem from approximately 2008 to 2012 when the mbr no longer performed that function.

Employee's Signature:



Date:

10-18-12

*3. Supervisor's Response: See attached response dated 10-11-2012.

ITEM 7A

Received Grievance Form Dated 10-18-12

Supervisor's Signature: [Signature] Date: 10-18-2012

*4. I (accept) (do not accept) the supervisor's response and (do not wish to appeal) (wish to appeal) the above decision. (If appeal is desired, utilize Grievance Form Step II).

Employee's Signature: [Signature] Date: 10-18-12

- Supervisor, provide an informational copy to each of the following:
- Employee
 - Human Resources Manager
 - General Manager
 - Employee Organization

Davidson, Craig

From: Agnew, Dion
Sent: Thursday, October 11, 2012 2:58 PM
To: Davidson, Craig
Cc: pam.briscoe@seiu721.org; Paniagua, Sherri
Subject: Written Response to the Informal Discussion on October 4, 2012
Craig Davidson,

In accordance with Article 50.2, Grievance Procedure Step No. 1 in the MOU between Las Virgenes Municipal Water District and SEIU, General Unit covering January 1, 2010 – December 31, 2014, this email will serve as my written response to our informal discussion on October 4, 2012. Present at the meeting were you, Pamela Briscoe, myself and Sherri Paniagua. At the meeting, you presented information regarding your belief that you worked out-of-class for a period ranging sometime between 2009 and 2011 when you were assigned to complete water audits in conjunction with your other regularly scheduled duties that are included in the Field Customer Service Representative (FCSR) II job description. As discussed during the meeting, while as your supervisor I assigned work to you and all other FCSR's during that period, I do not believe that you worked out-of-class. Additionally, under Article 50.2 procedurally, the informal discussion is to take place within 7 calendar days from the date of the action causing the grievance. Based on your clarification of what the actual grievance is, your assertion that you were working out-of-class covers a period that goes back to 2009 -- 2011 and is over a year old therefore; I believe it should be terminated. Finally, I advised you during the meeting that I do not have the authority to grant out-of-class pay and therefore are unable to resolve your grievance.

Dion Agnew
Las Virgenes Municipal Water District
Customer Service Operations Supervisor
dagnew@lvmwd.com
818.251.2194

Sherni,
Part of
grievance
response
(Craig)

Rec'd
12/11

NEO GOV POSTED



Field Customer Service Representative I/II

Class Code:
0000

Bargaining Unit: General Unit

LAS VIRGENES MUNICIPAL WATER DISTRICT
Established Date: May 28, 2009
Revision Date: May 28, 2009

SALARY RANGE

\$20.71 - \$28.34 Hourly
\$3,589.91 - \$4,912.09 Monthly

DEFINITION:

Under general supervision of the Customer Service Operations Supervisor, a Field Customer Service Representative I, II reads, records, and reports water meter readings to show consumption and facilitates turn-ons and turn-offs. A Field Customer Service Representative I, II investigates, resolves and/or follows-up on customer concerns regarding potable water and/or recycled water service, pressure, leaks, water quality, billing, and other issues. Distributes shutdown and shut-off notifications, performs mechanical work in installing, repairing, testing, and adjusting water meters, pressure regulators and other elements of the water and/or recycled water distribution system as well as cleaning, painting and other distribution repair functions, as necessary. A Field Customer Service Representative I/II performs or assists in recycled water system surveillance, irrigation system inspections, cross connection inspection, backflow testing, maintenance, and record keeping.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a Field Customer Service Representative II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES:

(Duties may include, but are not limited to the following:)

Reads water meters and records readings to show consumption or upon turn-on or turn-off; cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries, rereads meters on which customer concerns have been expressed; investigates potential causes for unusual readings and documents findings.

Accesses specialized computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data.

Conducts customer service calls for concerns regarding high water use, leaks, billing and other issues;

ITEM 7A

confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading.

Conducts preliminary investigations of water quality concerns; informs customer of findings; may obtain water samples, prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Investigates high and low pressures; read District maps, prints, and GIS to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure issues cannot be remedied.

May assist and/or fill in for a variety of activities relating to water conservation, including water audits, data collection or other conservation related activities.

Assesses installations of equipment that deviate from District standards; determines potential impacts and ramifications; reports findings and assessment to appropriate District staff.

Delivers shutdown and non-pay doortags to customers; performs turn-on and turn-off for new, terminated and past due accounts.

Assists in the operation and maintenance of water distribution systems and performs preventive maintenance and semiskilled repairs to water distribution equipment. Adjusts and exercises valves.

Assists in testing and maintaining backflow prevention devices.

Performs maintenance and minor repairs to meters, pressure regulators, vaults and other water service appurtenances, such as broken lids, replacing broken glass on registers, and making adjustments if malfunction is observed.

Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, chlorine residuals, main shutoff, notification to other appropriate District personnel.

Maintains computer and manual records on meter history, materials used, repair/maintenance performed and preventative maintenance schedules.

Identifies potential water theft. Notifies "user"; prepares report of abuse and follows up to assure infraction has not continued.

Assists in large meter repairs, tests and changeouts.

May be called upon to verify and/or make adjustments in meter routing, by revising query in radix system.

May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

May participate in collecting soil and crop samples.

When assigned to off shift responsibility for water distribution, responds to SCADA computer alarms and customer calls for service.

QUALIFICATIONS:

ITEM 7A

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- Common hand tools and their use;
- Tools, materials, methods and equipment used in testing and repairing distribution equipment;
- Shop practices and the operation of common shop machines;
- How to install and replace meters and perform minor field repairs;
- Water conservation techniques, public relation skills, leak detection methods;
- Basic computer skills and general record keeping; Safe work practices and procedures.

ABILITY TO:

- Understand and follow oral and written instructions and work independently;
- Understand and apply water meter reading system and procedures;
- Operate hand-held computer;
- Read water gauges and record figures accurately;
- Read plans and specifications accurately;
- Perform minor mechanical repair work in the field;
- Install and replace water meters and perform field repairs;
- Deal tactfully and effectively with the public.
- Apply appropriate safety precautions and procedures;
- Establish and maintain cooperative working relationships with employees, supervisors, customers and the public.

PHYSICAL AND SENSORY REQUIREMENTS:

- Exercise physical exertion in walking approximately 3-5 miles per day;
- Ability to do extensive bending, and squatting;
- Sufficient strength and endurance to perform manual labor;
- Sufficient eyesight to read standard text and data on computer terminal screens;
- Ability to speak and hear at normal conversational levels in person and over the telephone;
- Manual dexterity to use hand and power tools;
- Ability to lift and carry equipment and materials over forty pounds.

TRAINING AND EXPERIENCE GUIDELINES:

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Both Levels - High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems and achieve performance and competences requirements.

CERTIFICATIONS, LICENSES AND REGISTRATIONS:

A valid California Class C Driver's License must be maintained at all times.

A State of California Grade I Water Distribution Operator Certification is required before a Field Customer Service Representative I can advance beyond Step 1.

ITEM 7A

A State of California Grade III Water Distribution Operator Certification ; one (1) year of field customer service experience; and performance and competency requirement achievement are required for a Field Customer Service Representative II.

A State of California Grade III Water Distribution Operator Certification and/or a Grade III Water Treatment Certification is desired.

ITEM 7A

FIELD CUSTOMER SERVICE REPRESENTATIVE I, II

DEFINITION

Under general supervision of the Field Customer Service Supervisor, a Field Customer Service Representative I, II reads, records, and reports water meter readings to show consumption and facilitates turn-ons and turn-offs. A Field Customer Service Representative I, II investigates, resolves and/or follows-up on customer complaints regarding water and/or reclaimed water service, water and/or reclaimed water quality, billing, and other issues; and distributes shutdown and shut-off notification and collects bill payments at customers' homes. A Field Customer Service Representative I/II performs mechanical work in installing, repairing, testing, and adjusting water meters, pressure regulators and other elements of the water and/or reclaimed water distribution system as well as cleaning and minor repair functions, as necessary. A Field Customer Service Representative I/II performs or assists in reclaimed water system surveillance, reclaimed water irrigation system inspections, reclaimed water irrigation installation inspections, cross connection inspection, backflow testing and maintenance, and record keeping. A Field Customer Service Representative I/II performs or assists in farm management activities as necessary.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a FCSR II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES (Duties may include, but are not limited to the following:)

Reads water meters and records readings to show consumption or upon turn-on or turn-off; cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries rereads meters on which complaints have been received; investigates potential causes for unusual readings and documents findings.

Accesses specialized computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data.

Conducts customer service calls for concerns and complaints regarding high water use, leaks, billing and other issues; confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading, including individuals who are angry about District actions.

Conducts preliminary investigations of water quality complaints; informs customer of findings; prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Investigates high and low pressure difficulties; reads District maps and schematics to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure problems cannot be remedied.

Assesses installations that deviate from District standards; determines potential impacts and ramifications; reports findings and assessment to appropriate District staff.

Delivers shutdown and non-pay doortags to customers; collects past-due billings on-site; performs turn-ons and turn-offs for new, terminated and past due accounts.

Assists in testing and maintaining backflow prevention devices.

Performs maintenance and minor repairs to meters, pressure regulators, vaults and other water service appurtenances, such as broken lids, replacing broken glass on registers, and making adjustments if malfunction is observed.

Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, main shutoff, notification to other appropriate District personnel.

Maintains computer and manual records on meter history, materials used, repair/maintenance performed and preventative maintenance schedules.

Identifies potential water theft. Notifies "user"; prepares report of abuse and follows up to assure infraction has not continued.

Assists in large meter repairs, tests and changeouts.

* May assist and/or fill in for a variety of activities relating to customer service, including water audits, data collection or other conservation related activities, office responses and investigations of customer concerns, billing.

May be called upon to verify and/or make adjustments in meter routing, including revising queuing in radix system.

May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

May participate in collecting soil and crop samples.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ Common hand tools and their use;
- ◀ Tools, materials, methods and equipment used in testing and repairing water meters;
- ◀ Shop practices and the operation of common shop machines;
- ◀ How to install and replace meters and perform minor field repairs;
- ◀ Water conservation techniques, public relation skills, leak detection methods;
- ◀ Basic computer skills and general record keeping;
- ◀ Safe work practices and procedures.

ABILITY TO:

- ◀ Understand and follow oral and written instructions and work independently;
- ◀ Under and apply water reading system and procedures;
- ◀ Operate hand-held computer;
- ◀ Read water gauges and record figures rapidly and accurately;

ITEM 7A

- ◀ Read plans and specifications accurately;
- ◀ Perform minor mechanical repair work in the field;
- ◀ Install and replace water meters and perform field repairs;
- ◀ Deal tactfully and effectively with the public.

PHYSICAL AND SENSORY REQUIREMENTS

- ◀ Exercise physical exertion in walking approximately 3-5 miles per day;
- ◀ Ability to do extensive bending, and squatting;
- ◀ Sufficient strength and endurance to perform manual labor;
- ◀ Sufficient eyesight to read standard text and data on computer terminal screens;
- ◀ Ability to speak and hear at normal conversational levels in person and over the telephone;
- ◀ Manual dexterity to use hand and power tools;
- ◀ Ability to lift and carry equipment and materials over forty pounds;
- ◀ Walk on uneven and slippery surfaces.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Both Classes - High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C Driver's License must be maintained at all times.

A State of California Grade III Water Distribution Operator Certification is required for a Customer Service Representative II

A State of California Grade IV Water Distribution Operator Certification and/or a Grade IV Water Treatment Certification is desired.

A State of California Grade I Water Distribution Operator Certification is required before a Field Customer Service Representative I can advance beyond Step 1

Davidson, Craig

From: Southard, Phyllis
Sent: Monday, April 09, 2012 1:45 PM
To: Agnew, Dion
Cc: Davidson, Craig; Palma, Carol
Subject: [REDACTED]
Attachments: [REDACTED].xlsx

*WATER
AUDIT REPORTS
COPIES*

Craig and I met with representatives for both [REDACTED]. Also the buyer was there. We discussed Craig's findings from the water audit, the meters being burned out from pulling too much water thru, the fire protection system having minimum 155 GPM on the tag, placed where the pipe enters the house. (There was a different tag there today. Placed by Extreme Fire Protection. That tag had 55GPM.) The buyer indicated she had turned on a faucet and there was no pressure. Craig and I went to the meter box and found the customer handle was off. Also, there had been a leak near the box and work had been done, as the ground had been disturbed. Craig turned the handle on and found that the 1" meter was stuck. At this point, the property has destroyed 4 meters.

Since there is a fire system on the property, Craig changed out the meter for a new 1" meter, left the customer handle off and tagged the gate. (As the buyer, her agent and the rest, left before we could get back to them again.)

Craig also tagged the backflow to indicate not to activate for irrigation.

At this point we need to get the situation resolved. I have attached the worksheet I made for them; but it seems that they need to be strongly encouraged to have this completed quickly. And what do we do about all the meters they ruined?

Can we meet and talk about this?

Phyllis

ITEM 7A

8/21/2012

C-13

Davidson, Craig

From: Southard, Phyllis
Sent: Monday, April 09, 2012 1:45 PM
To: Agnew, Dion
Cc: Davidson, Craig; Palma, Carol
Subject: [REDACTED]
Attachments: [REDACTED].xlsx

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Since there is a fire system on the property, Craig changed out the meter for a new 1" meter, left the customer handle off and tagged the gate. (As the buyer, her agent and the rest, left before we could get back to them again.)

Craig also tagged the backflow to indicate not to activate for irrigation.

At this point we need to get the situation resolved. I have attached the worksheet I made for them; but it seems that they need to be strongly encouraged to have this completed quickly. And what do we do about all the meters they ruined?

Can we meet and talk about this?

Phyllis

ITEM 7A

8-11-2010

██████████
Chatsworth, CA

Dear Mr. ██████████

I visited your property yesterday for the purpose of a water use audit / survey. The following is a detailed report of the findings discovered during that visit.

Water audit / Survey
Report of findings
Recommendations

- 1) Water meter size of 3/4" is undersized for the irrigation system as installed. The current system demand is in excess of 50 gpm. A 3/4" meter has a maximum output of 25 gpm. It is my recommendation that a 1" meter with a maximum output of 50 gpm be installed.
- 2) Due to the high output of valves # 1,2,3 these systems would need to be revised by splitting the systems in half. This would involve adding 3 more valves and re-piping as necessary to split the systems to a lower gpm demand.
- 3) The static pressure at the irrigation R. P. backflow device is 150 psi. This is excessive pressure for the system and a 1 1/2" pressure regulator with a high range setting of 80-100 psi needs to be installed behind the water meter box.
- 4) The sprinkler nozzles for the lawn sprinklers need to be upgraded to the Rain Bird rotary nozzles. This would improve the sprinkler coverage and reduce the amount of water applied to the lawn areas. This would save water and reduce your cost for water.
- 5) The perimeter shrub areas are being double watered. Once with the sprinklers and again with the drip system. The shrub sprinklers need to be shut off and only the drip system used to water the hedges.
- 6) All planter areas need additional wood mulch. A 3" deep layer should be maintained to hold soil moisture and control weed growth.
- 7) The irrigation timers should be consolidated into a main controller. This should be a "smart" timer with a weather station. The timer should be located in the electrical panel room and not outdoors.

ITEM 7A

- 8) The existing lawns are tall fescue type, this type is somewhat drought tolerant but requires heavy summer watering to stay green. The better choice of lawn would be to use hybrid Bermuda grass. This type will withstand the summer heat and uses 50% less water than fescue type grasses. See comparison at stoverseed.com. Your existing lawns can be overseeded with Bermuda grass to create a blended lawn type.
- 9) Only plant trees, shrubs and ground covers that are suited for this area and that are drought tolerant.
- 10) Consult a licensed landscape contractor to make changes in your landscaping.

Sincerely,

Craig Davidson
Las Virgenes water district
818-251-2187

Davidson, Craig

From: Agnew, Dion
Sent: Monday, January 23, 2012 8:35 AM
To: Davidson, Craig
Subject: RE: water audit 1-17-2012

Thanks Craig this is very clear and easy to understand, heck I can even understand it!

From: Davidson, Craig
Sent: Monday, January 23, 2012 7:41 AM
To: Agnew, Dion
Subject: FW: water audit 1-17-2012

From: craig davidson [REDACTED]
Sent: Friday, January 20, 2012 1:41 PM
To: Davidson, Craig
Subject: FW: water audit 1-17-2012

From: [REDACTED]
To: [REDACTED]
Subject: water audit 1-17-2012
Date: Fri, 20 Jan 2012 13:29:56 -0800

[REDACTED]
 Calabasas, CA 91302

Dear [REDACTED],

This letter will serve as my report of findings for the water audit performed at your residence on 1-17-2012.

Your specific request was to evaluate the cause for the dead grass on the parkway area in front of your home.

My findings are as follows:

1) The lawn sprinklers (3) for this area were found to have incorrect nozzles for lawn irrigation. They have 10' flat trajectory spray nozzles. This does not allow the water to fully cover the area, thus causing the lawn to drought out and die.

1a) The solution to this problem is to change to the 12' lawn nozzle and clear around the sprinkler head to insure the area is fully covered by the sprinklers. I marked these sprinklers with blue flags to indicate the need for repairs.

2) The irrigation timer was set to water every day for 2 minutes. This setting is ok for winter weather, but would be insufficient during warmer weather. My suggestion for watering of this area during winter months would be for 5

ITEM 7A

8/21/2012

minutes 2 days a week.

and for summer months would be a maximum of 2 times for 5 minutes 3 days a week.

3) The current condition of the grass on the parkway is a mixture of a small remaining amount of tall fescue and mostly common

bermuda grass, which is considered a weed in a tall fescue lawn. The bermuda grass is in a dormant condition at this time of the year,

which also gives the appearance of being a dead lawn. My suggestion for renovating the grass in this area would be to kill out the bermuda grass

in the spring (May) when it is warmer and the bermuda grass is growing. Then reseed the area with tall fescue type grass seed.

This will require the area to be watered 3 to 4 times per day for 1 to 2 minutes to keep the seed moist for 14 to 21 days.

I hope that this has answered your questions and will help you to maintain your landscape while conserving water.

Respectfully Submitted,

Craig Davidson
Field customer service Rep.
Las Virgenes Municipal Water District
cdavidson@lvmwd.com
818-251-2187

Davidson, Craig

From: [REDACTED]
Sent: Saturday, September 24, 2011 8:56 AM
To: Davidson, Craig
Subject: RE: water survey report from 9-14-2011

Thank you very much for your suggestions. They are going to be very helpful for us.
Sincerely,
[REDACTED]

Subject: water survey report from 9-14-2011
Date: Fri, 23 Sep 2011 16:33:53 -0700
From: cdavidson@lvmwd.com
To: [REDACTED]
CC: dagnew@lvmwd.com

[REDACTED]

Please review the attached report.
Call me if you have any questions.

Thank you,

Craig

9-15-2011

[REDACTED]
Agoura Hills, CA 91301

Dear Mr. & Mrs. [REDACTED]

Thank you for your request for a water use survey and your desire to conserve water. I hope the information in this report will be useful to reduce your water use on your property. During the visit to your property on 9-14-2011 I read your water meter, the reading was 1873 and your previous reading was 1363, this is a consumption of 510 units in 40 days, which is a daily use of 12.75 units or 9,537 gallons of water per day. The next estimated reading for the 10-04-2011 reading will be 765 units, this is 46% less than your last billing of 1359 units. Although you have reduced your water use it is still very high for your property size. This is due to many factors that affect the amount of water needed to irrigate your landscaping. With some changes to the irrigation system and landscape plantings your water consumption can be reduced to a more manageable amount.

IRRIGATION SYSTEM:

- 1) Controllers....2- 32 station hunter
The controllers need to be sequenced, run all lawn stations on A and shrub stations on B. This will enable the lawn and shrub times to be split and run on different days. The installing contractor needs to provide you with a map of the zone locations and station number chart to keep in the controller box.
- 2) Install rain cutoff devices on the controllers to delay watering automatically during rainy weather. Or install a ET based weather station to automatically Adjust the timer settings for weather changes.
- 3) The lawn sprinklers are spaced too close together, this is causing overwatering. To fix this problem the spacing of the sprinklers should be increased and Rain Bird rotary nozzles should be installed to replace the existing nozzles. The existing shrub nozzles on the slopes should also be replaced with the rain bird rotary nozzles to improve area coverage and reduce run off. All sprinklers should provide 100% coverage of the area with head to head coverage.
- 3) Drip systems should be installed in the shrub planters around the house, pool area, rose planters, hedges and all shrubs and trees on the slope areas where there is not a spray system for ground cover existing. The drip system can be an emitter, micro spray or inline emitter tubing (netafim) type system as needed for the different types of plants. The drip systems will need pressure regulation and filtration units installed.

ITEM 7A

LANDSCAPING NOTES:

- 1) The existing plantings are a mixture of Mediterranean and some sub tropical type plants with very few being of the drought tolerant type. The density of the plantings are very heavy and will be in a condition of overgrowth in two to three years from now. This condition creates a high demand for water on the landscaped area. This could be reduced by separating plantings that will be competing for space and water in the landscape and using drought tolerant type plantings to reduce the need for water during the summer months.
- 2) The large lower lawn area would benefit from over seeding with hybrid Bermuda seed next spring. This would increase the drought tolerance and would be a more durable lawn for play use while needing less water.
- 3) The play structure area and the trampoline area would benefit from the removal of the sod under them and install Tanbark play area mulch at a depth of six inches. Remove all sprinklers that spray on this area. This would save water and prolong the life of the play equipment as well as being safer to play on.
- 4) All of the planter areas on the property would benefit from the installation of chipped wood mulching at a depth of 3 to 4 inches to hold in soil moisture.

All of these suggestions are to help you conserve water on your landscaping, while improving the health and overall look of your property. You may choose to do some or all of these items at your discretion. I do suggest that you engage the services of a licensed professional landscape contractor to perform the work on your property.

Sincerely;

Craig Davidson
Las Virgenes Municipal Water District
4232 las Virgenes road
Calabasas, CA 91302
818-251-2187

ITEM 7A

9-24-2010

[REDACTED]
Agoura Hills, CA 91301

Re: Water survey performed 6-4-10 at [REDACTED]

Dear [REDACTED]

I apologize for the delay in sending you this information as I have been involved in pressing matters.

In the discussion I had with you, there were three items of concern relating to your water use at this location.

1. The installation of a sub-meter to separate the irrigation use from sanitation discharge.
2. The condition and settings of the landscape irrigation system.
3. The condition and type of landscape plantings for water conservation.

This letter will address these areas and inform you of the changes needed to make your landscape more water efficient, and reduce the water needed to irrigate it. The bottom line to all of this is to reduce your water use and cost for water.

- (1) The installation of a 1" irrigation sub-meter at the point of connection for the irrigation system needs to be installed. The meter must read in cubic feet and be installed down stream of the R.P device. I will need to know when you have made the installation so I can enter the meter information in our system.
- (2) The field test inspection of the irrigation system identified many concerns or (problems) with the operation of the system. A field test report was performed and is part of this letter. The water pressure to the irrigation system is excessive (135 psi) and needs to be reduced to 80-100 psi. This will require the installation of an 1 1/2" pressure regulator at the irrigation point of connection. A condition that was found in almost all the planter areas was that of broken sprinkler heads and water runoff onto the parking lot. A solution to this problem would be to convert all the planter areas to drip or micro spray type irrigation systems. This would eliminate the head breakage problem, reduce runoff and conserve water.
The irrigation timer was set to run 6 days a week, this is excessive, Lawns and shrubs only need irrigation 3 to 4 days a week at the most during summer months, less in the winter. Your water use history shows that there is very little difference between summer use and winter use. The installation of a weather based "Smart Clock" would save on irrigation water and automatically make adjustments to increase or decrease watering days. The Weathermatic system is a good timer for

ITEM 7A

your application, and it qualifies for a rebate. The lawn sprinklers were found to have mixed heads in the system. It appears they were installed at different times. To efficiently irrigate these areas you must have a uniform system of sprinklers. A more efficient sprinkler to use would be the Toro XP-300 Stream Rotor heads. The system would need to be revised and the new heads installed at the proper spacing to uniformly water the lawn area.

- 3) The landscape plantings were somewhat mixed but were mostly drought Tolerant, with the exception of all lawn areas which are high water use.

My overall recommendation for water conservation would be to reduce the amount of lawn area around the building areas. In place of the lawn plant drought tolerant shrubs on drip irrigation systems and cover all soil with a 3" deep layer of wood mulch soil cover.

A site plan shows the valve numbers that water that area, my recommendations will reference these areas on the plan.

Valve #1 Lawn area. Remove lawn and plant shrubs.

Valve #2 Lawn area. Revise irrigation system with valves #10,11,12

Valve #3 Lawn area. Remove lawn and plant shrubs.

Valve #4 Planter area. Convert to drip irrigation with wood mulch cover and combine with valve #8

Valve #5 Lawn / planter area. Remove lawn and plant shrubs.

Valve #6 Lawn area. Remove lawn and plant shrubs.

Valve #11 Lawn area at Kanan Rd. Remove lawn and plant shrubs, combine with valve #6.

Implementing the recommended revisions to your landscape and irrigation will result in long term water savings to you. This will reduce your overall cost for water, and increase the look and health of the landscaping. It should also reduce your cost for landscape maintenance.

If you should need further assistance, please contact me at 818-251-2187.

Sincerely,
Craig Davidson
Las Virgenes Water District

[REDACTED]
West Hills, CA

Dear [REDACTED]

This letter is in response to our meeting at the site on June 15, 2011. This meeting was per your request for a water survey to be performed on the HOA common areas landscaped property. This letter contains my overview and recommendations to conserve and reduce the amount of water used to irrigate the landscaped areas.

The HOA has eight potable water meters that serve the property, only one meter serves the landscape irrigation system. The other seven meters only serve the indoor water use and have consistent average use history. The irrigation meter varies in billed units of use history of 200 to 1800 units of water used in a 60 day billing period.

This wide spread of use is due to the requirements of the water used to irrigate the landscape during periods of hot weather. In review of your past water use history, I found most of the billed rate to be in the tier 4 usage for this meter. It is the intention of this report to reduce your overall water consumption on this meter to reduce your overall cost of water. And to improve the efficiency of the water being used to irrigate the landscape while improving the overall health and appearance. Also your maintenance costs maybe reduced by the landscape revisions proposed. These recommendations will only work if you implement them, and there is a cost for the work required to implement them. But this is money well spent, as you will reduce your cost of water indefinitely. This report and recommendations are a guide for you to use to help conserve water and money. I would recommend that you consult a professional irrigation and landscape contractor who is certified as a "water smart" to provide an estimation for the revisions to be made. You can find information and listings for contractors on our website @ lvmwd.com/conservation.

RECOMMENDATIONS:

- 1) The irrigation system is controlled by several "timers" which require adjustments for weather changes. I recommend that the "timers" be consolidated into 1 or 2 "smart timers" that automatically adjust for the weather conditions. Weathermatic is one such "smart timer" that works well. This change alone could save 25 to 35 % of the water used to irrigate the landscape.
- 2) During my visit, I observed the sprinkler systems in operation, as the crew was making repairs to broken heads. I observed the following adverse conditions that waste water. High pressure misting, overspray on to walks and buildings, plugged nozzles and incorrect arc and distance. I recommend that the irrigation system be revised, repaired and adjusted to insure correct coverage and efficiency to maximize water use. The installation of "rotary" type sprinkler nozzles in the lawn and shrub areas would improve coverage and save water. Rain Bird R series nozzles or Hunter rotator nozzles would work well.
- 3) Many of the buildings have lineal shrub hedges growing around the walls and fences. I recommend that in these areas the existing spray type irrigation system be converted to an inline emitter type drip system, "netafim" is one such type of drip hose. This would reduce the amount of wasted water from overspray on the buildings and areas where no plantings exist. The drip hose would be placed at the base of the shrub plantings and would soak the root zone of the plants. In these areas there is also Ivy and Red Apple ground covers, which require constant trimming. I also recommend that this ground cover be removed from the base of the shrubs and a 3 inch deep layer of chipped wood mulch be spread over this area to hold in the moisture in the soil.

ITEM 7A

- 4) The shrubs that are next to the buildings in the alleys need adjustable bubbler type nozzles installed to control the amount of water applied to the plant. The basins need to be filled with a 3 inch deep layer of chipped wood mulch to hold in the soil moisture.
- 5) Many of the trees in the lawns have surface roots that are exposed. Eliminate the grass in this area and cover the roots with a 3 inch deep layer of chipped wood mulch to hold in the soil moisture.
- 6) The lawns are mostly "common" Bermuda grass which has become thatched. The lawns would benefit from a renovation process of removing the thatch layer to the soil level. The lawns would then be aerated, vertical mowed, fertilized and seeded with a "hybrid Bermuda" type seed and top dressed with compost. This would increase the appearance and drought tolerance of the lawns.
- 7) A review of the landscape areas should be performed to determine if the amount of lawn area could be reduced and converted to a more "drought tolerant" type of planting. The lawn areas require far more water than the shrub or ground cover areas do. Converting these areas to ground cover and wood mulch could decrease the water need as much as 50% over the lawn area.
- 8) An application of compost to all of the landscaped areas twice a year, spring and fall would improve the plant health and appearance. This would also help the plants use less water during the high heat of summer. This compost is available from our Rancho las Virgenes composting facility in Calabasas.

I hope that these recommendations will be helpful in reducing your irrigation water use. If you need further assistance, you can contact me at 818-251-2187.

Sincerely,

Craig Davidson
Field customer Service
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

9-22-2010

Re: [REDACTED], Agoura Hills, CA

Dear [REDACTED]

This report is a summary of the meeting that took place on 9-01-2010, with you and the landscaper at the property above. The following is an overview and recommendations based on the site inspection of the landscape and irrigation system. During this inspection an irrigation system field test was performed with the landscaper. A copy of this field test is attached for your review.

- 1) Irrigation system test showed many "concerns" or problems with the sprinkler system. These are indicated as check marks on the test sheet. These will need to be corrected in order for the irrigation system to operate efficiently.
- 2) The irrigation timer settings were found to be excessive, and causing over irrigation. These times were reset to reduce the irrigation days and time settings.
- 3) Several areas of shrub plantings are being watered with spray- type sprinklers, These are over-spraying onto the walks and parking areas and causing damage to the A/C pavement. A more efficiently way to irrigate would be to convert these areas to "drip irrigation systems." This would reduce irrigation use and eliminate over-spray.
- 4) Shrub areas should have a 3" layer of wood mulch soil cover to hold moisture in the soil.
- 5) The use of rotary type sprinkler nozzles would be more efficient than fixed spray nozzles for both lawns and shrub areas.
- 6) The rosemary plantings that are located behind the building need only minimal watering as it is drought tolerant. Monitor the amount of watering in these areas so as not to over irrigate.
- 7) The irrigation sub-meter has been entered into our database, it will be read in December to establish your sanitation rate. This will deduct the water used for irrigation from your sanitation water use.
- 8) Implementing these improvements to the irrigation system will improve the overall health and appearance of the landscaping. It will also reduce the amount of water used for irrigation, thus reducing your water bills.

If you need more information you can contact me at 818-251-2187.

Sincerely,
Craig Davidson

ITEM 7A

3-18-2010

Water audit review

[REDACTED]
Agoura hills, CA

This customer called in a high bill complaint on 2-22-10. This call was performed by [REDACTED] on 2-23-10. They found slight movement on the meter < 1/8 gpm, and continued high water use. They left a note for the customer, as they were not home.

The customer then called back on 2-26-10 to request a water audit. I performed this audit on 3-1-10. I met with [REDACTED] at the property. I read the meter and also found the small flow. I checked the irrigation timer, it was currently off due to recent rains. The customer claimed that the timer has been off for at least two months prior to the reading date of 1-27-10. I test ran the irrigation timer and found excessive run times and days on it. I also noted several conditions of concern on the sprinkler system and noted these on the test sheet. I advised the customer to check her toilets for leaks with tabs and make repairs to the sprinkler system.

Because of the customers claims of not watering the landscape for several months she was questioning the high use of water. She alluded to the cause being a faulty water meter. I advised the customer to not water her landscape for the next 2 weeks and I would take readings to verify her claim. I performed the readings and found the water use had dropped off significantly since the reading on 1-27-10. The daily average use for that billing was 2.7 units. My readings show an average daily use of .363 units for the two weeks of not watering the landscape.

This information was given to the customer on 3-12-10. I advised the customer [REDACTED] By phone conversation that my findings did not show that the meter was over reading, and that the use had dropped to normal household usage. This confirmed that the cause for the high use was excessive irrigation. I advised the customer of these findings and recommended that she continues to reduce irrigation on her landscape.

Craig Davidson
Field Customer Service Rep II

ITEM 7A

GRIEVANCE FORM

TO:

Mr. Carlos Reyes (Department Head)

*1. I, Craig Davidson _____ have submitted a grievance to my supervisor and received a written response on (date) 10-11-2012 _____. Because the response is unacceptable to me, I wish to appeal the decision. My reason for appealing is:

Contained in the body of this Grievance Form.

*2. Department Head's Response:

*SEE ATTACHED:
DATED 12-17-12*

*Additional pages may be added if more space is required

Department Head's Signature: C. M. M. Date: 12/27/12

***3.** I (accept) (do not accept) the department head's response and (do not wish to appeal) (wish to appeal) the above decision. (If appeal is desired, utilize Grievance form Step **III**).

Employee's Signature: [Signature] Date: 12-27-12

Department Head, provide an informational copy to each of the following: _____

- Employee
- Human Resources Manager
- General Manager
- Employee Organization

December 17, 2012

TO: Craig Davidson
Field Customer Service Representative II

FROM: Carlos G. Reyes
Director of Resource Conservation and Public Outreach

SUBJECT: **Grievance Signed 10/18/12**

Carol Palma and I met with you and Pam Briscoe, Union Advocate for SEIU 721 on 11/28/12 to discuss the subject grievance. You presented documentation to me to support your case. Attached is documentation pertinent to this matter. Below are my detailed responses to your:

1. Statement of Grievance
2. Specific Section of Memorandum of Understanding Violated
3. Requested Remedy

1. Statement of Grievance

1. Member (mbr.) has been employed at the Las Virgenes Municipal Water District since 2003 and during the course of time had not been asked to perform water survey reports for the District. It is important to note that the mbr was not hired to do these reports, he was not trained to do the water survey reports, it was due to his experience and education that he had to rely on, because there was not specific directions he was given by the District to assist him.

Response:

Water survey "reports" are the result of conducting water audits. It is a written summary of findings and recommendations to the property or homeowner and may take different forms. Neither the Field Customer Service Representative I/II nor the eliminated position of Resource Conservation Specialist job description mentions this report. It is standard practice to provide customers with documentation for services that they requested.

Craig was hired because among other things, he demonstrated experience and education in performing this particular task, including preparing reports, and did not need to be trained.

2. Until the drought hit in 2009 and the District dissolved the Resource Conservation Specialist position and mbr was asked to intermittently fill in to assist. He did so but what occurred is that he began doing that work primarily, from a period of June 2008 to Dec/Jan of 2010.

Response:

See response to #9.

3. The District even hired on customer service representatives to receive calls and schedule his calendar. [underlined typo]

Response:

The temporary office customer service representatives answered customer calls. If a customer requested a water audit, they entered the appointment in a shared calendar from which a customer service order is generated. The supervisor or the senior field customer service representative then assigned that service order to a field customer service representative. The temporary staff did not directly schedule work for Craig.

4. Evidentially during the course of time there were two additional contract workers that were hired to assist him with the work. He trained them, supervised them, and one now has been permanently hired to do the report and recommendations but with a lesser degree of specificity.

Response:

While it is appropriate to say that Craig trained the contract workers, it is incorrect to say that he supervised them. A supervisor is someone who is able to hire, fire, promote, demote or discipline other employees. It is management's discretion to determine and accept a lesser degree of specificity.

5. The mbr just recently has asked to not do the water surveys in August of 2012, because of lack of compensation, and has felt that the District has been disingenuous as to utilizing his skills in such an extreme fashion without compensation, and has not considered him for promotional opportunities thereafter. However, during this time he did not receive any compensation for additional work, or to train other employees, or to supervise them, and all of this became his primary work assignment. Therefore he is asking for out of class pay.

Response:

Craig was advised by his immediate supervisor, manager and human resources manager that refusal to perform water audits (or water surveys) constitute an act of insubordination as it is an essential duty of his position. Characterizing use of his skills in an "extreme fashion" is inappropriate. On the contrary, it is good management practice to recognize employee's talents and skills and use them accordingly, within the scope of the position they are hired for. Although he has not been selected, he has been considered for promotional opportunities. He was picked to participate in 2nd round interviews for the positions of Senior Field Customer Service and Facilities Inspector.

6. In Mr. Agnew's response he is stating that it should be terminated because it is reaching back to 2008, actually not as Mr. Agnew describes in his response. But contractually it is a known practice in labor that one can go as far back as 4 to 5 years for compensation.

Response:

Mr. Agnew is simply restating the provision of Article 50.2 Grievance Procedure of the MOU. To change this provision, like to go back 4 to 5 years, requires a change that is approved by parties in the MOU. It is a decision that cannot be made by District management.

7. This member had no idea that job duties were going to be at the level of required time, no idea he would have to train, and then supervise in the process. Mr. Agnew's contention was others were doing the same as Mr. Davidson, that others were not doing the level of audits as he was, and he has audit recommendations he has written to show the extent of the reports, making recommendations to owners water usage to conserve the use, including planting different plant like, and other ways in which to conserve.

Response:

It is very commendable that Craig provided customers with detailed recommendations, incorporating his knowledge about plants, irrigation and landscaping. He also conducted the water audits in a similar manner using his insight and experience in landscaping. He has received commendations from many customers thanking him for his services. However, these reports do not constitute a basis for additional compensation. In simple terms, if this was a competency in a performance evaluation, Craig would get a "superior" rating while others might get a "satisfactory" rating for performing the same task.

8. Mr. Agnew's belief gave no basis as to why he believes he was not working out of class.

Response:

See response to #9.

9. Mr. Davidson can show the numerous reports he wrote during this period of time. His job title at the time did not say he would be conducting the audits and making recommendations, it stated assist in water surveys, therefore, his contention is he was in fact working out of class, and it was his primary work during that time period.

Response:

I reviewed two versions of the job description that existed prior to the July 2010 revisions. See attached. There were some minor differences but both versions contained this sentence under Essential Duties of the Field Customer Service Representative I/II which reads:

"May assist and/or fill in for a variety of activities relating to water conservation (or customer service), including water audits, data collection or other conservation related activities, office responses and investigations of customer concerns, billing". [underscoring provided]

Water audits have always been an essential duty of the position, similar to all other duties stated above like data collection or other conservation related activities, office responses and investigation of customer concerns and billing.

At the time when the Resource Conservation Specialist existed (3/17/08 to 12/4/08), "water use efficiency surveys" were conducted. These surveys had all the elements of water audits but included water consumption targets based upon the area of water use (turf, shrub, pool, etc); plant factor and evapotranspiration during each billing period. An example of a water use efficiency survey report is attached. Field Customer Service I/II representatives are not expected to perform this task. Management determined that this level of water audit was not necessary.

Article 7.9 of the General Unit MOU provides the following definition for "working out of class".

"Working out of classification is defined as when an employee is performing significant duties and functions of the higher classification".

This situation does not constitute working out of class because conducting water audits is an essential duty of the position, even if it was the sole task assigned to the employee. There is also no "higher classification" in this case as the position was already eliminated.

10. Addressing the issue that he did not write grants does not eliminate him from the pay. In fact, we would ask how many grants were written by the Resource Conservation Specialist before that position was eliminated. I believe the sole and primary reason for having a Resource Conservation Specialist is to utilize the expertise of that person to conserve water, and that was the main function of Mr. Davidson for that period of time from 2008 to 2010, and thereafter continued to do that work until August of 2012.

Response:

Pursuit of grants and the need for positions like the Resource Conservation Specialist are management decisions.

2. Specific Section of MOU Violated

1. In the Memorandum of Understanding between the District and SEIU 721 it states in part in Article 7: 7.9, That is someone is working in a higher classification and it cannot be filled the General Manager may employ one or more persons in a lower classification, so long as the total salary budget is not exceeded. This alludes to there may be additional pay considerations.

Response:

There is no higher classification. The General Manager eliminated the position of Resource Conservation Specialist and did not intend to refill it.

2. It further states "Persons so employed will be considered for promotion to a higher position as such times as their Supervisor or Department Head evaluate the employee's qualifications, and this is applicable here to Mr. Davidson. In 7.10 pg 4, there is reference to compensation for "extra work" when then work is over 30 days, and it points out when there are significant duties and functions at a higher level, which is applicable to Mr. Davidson. Mr. Davidson had never been asked to perform water audits until the drought hit, and there was someone in the position of Resource Conservations Specialist who did those particular duties. SEIU and its member contend that there was a significant violation of the contract and for additional work there should be additional pay especially when it requires the expertise that Mr. Davidson has through his education and experiences. This does not exclude any State, Federal Laws, or City Ordinances, or any other MOU Articles, not herein mentioned that may apply.

Response:

There is no "extra work" performed by Mr. Davidson. He was not asked to perform water audits after he was hired and until the drought because other employees within the Department were assigned this task.

3. Requested Remedy

Mbr should be compensated for the additional out of class work he provided to the District that assisted the District's customers, and assisted the District in the drought, and basically took over the primary role of a classification that was eliminated by the District. This would stem from approximately 2008 to 2012 when the mbr no longer performed that function.

Response:

Analysis of this grievance indicates that Craig did not perform out of class work. Craig was not directed to assume the role of an eliminated position by his immediate supervisor or manager.

During our meeting on 11/28/12, I asked Craig how different his water audits were compared to those of the Resource Conservation Specialist. His response was that he does not know because he was not sure what the Resource Conservation Specialist did. This is contrary to his claim of assuming the role.

SUMMARY:

The request for compensation for out of class work is denied because performance of water audits is an essential duty of the Field Customer Representative I/II position.

Attachments:

1. Job Description: Field Customer Service Representative I/II, Revision Date: May 28, 2009
2. Job Description: Field Customer Service Representative I/II, Undated, Superseded by Attachment 1
3. Water Use Efficiency Survey Report Dated September 16, 2008

CONFIDENTIAL

NEO GOV POSTED



Field Customer Service Representative I/II

Class Code:
0000

Bargaining Unit: General Unit

LAS VIRGENES MUNICIPAL WATER DISTRICT
Established Date: May 28, 2009
Revision Date: May 28, 2009

SALARY RANGE

\$20.71 - \$28.34 Hourly
\$3,589.91 - \$4,912.09 Monthly

DEFINITION:

Under general supervision of the Customer Service Operations Supervisor, a Field Customer Service Representative I, II reads, records, and reports water meter readings to show consumption and facilitates turn-ons and turn-offs. A Field Customer Service Representative I, II investigates, resolves and/or follows-up on customer concerns regarding potable water and/or recycled water service, pressure, leaks, water quality, billing, and other issues. Distributes shutdown and shut-off notifications, performs mechanical work in installing, repairing, testing, and adjusting water meters, pressure regulators and other elements of the water and/or recycled water distribution system as well as cleaning, painting and other distribution repair functions, as necessary. A Field Customer Service Representative I/II performs or assists in recycled water system surveillance, irrigation system inspections, cross connection inspection, backflow testing, maintenance, and record keeping.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a Field Customer Service Representative II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES:

(Duties may include, but are not limited to the following:)

Reads water meters and records readings to show consumption or upon turn-on or turn-off; cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries, rereads meters on which customer concerns have been expressed; investigates potential causes for unusual readings and documents findings.

Accesses specialized computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data.

Conducts customer service calls for concerns regarding high water use, leaks, billing and other issues;

Attachment 1. (1/4)

ITEM 7A

confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading.

Conducts preliminary investigations of water quality concerns; informs customer of findings; may obtain water samples, prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Investigates high and low pressures; read District maps, prints, and GIS to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure issues cannot be remedied.

May assist and/or fill in for a variety of activities relating to water conservation, including water audits, data collection or other conservation related activities.

Assesses installations of equipment that deviate from District standards; determines potential impacts and ramifications; reports findings and assessment to appropriate District staff.

Delivers shutdown and non-pay doortags to customers; performs turn-on and turn-off for new, terminated and past due accounts.

Assists in the operation and maintenance of water distribution systems and performs preventive maintenance and semiskilled repairs to water distribution equipment. Adjusts and exercises valves.

Assists in testing and maintaining backflow prevention devices.

Performs maintenance and minor repairs to meters, pressure regulators, vaults and other water service appurtenances, such as broken lids, replacing broken glass on registers, and making adjustments if malfunction is observed.

Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, chlorine residuals, main shutoff, notification to other appropriate District personnel.

Maintains computer and manual records on meter history, materials used, repair/maintenance performed and preventative maintenance schedules.

Identifies potential water theft. Notifies "user"; prepares report of abuse and follows up to assure infraction has not continued.

Assists in large meter repairs, tests and changeouts.

May be called upon to verify and/or make adjustments in meter routing, by revising query in radix system.

May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

May participate in collecting soil and crop samples.

When assigned to off shift responsibility for water distribution, responds to SCADA computer alarms and customer calls for service.

QUALIFICATIONS:

Attachment 1. (2/4)
ITEM 7A

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- Common hand tools and their use;
- Tools, materials, methods and equipment used in testing and repairing distribution equipment;
- Shop practices and the operation of common shop machines;
- How to install and replace meters and perform minor field repairs;
- Water conservation techniques, public relation skills, leak detection methods;
- Basic computer skills and general record keeping; Safe work practices and procedures.

ABILITY TO:

- Understand and follow oral and written instructions and work independently;
- Understand and apply water meter reading system and procedures;
- Operate hand-held computer;
- Read water gauges and record figures accurately;
- Read plans and specifications accurately;
- Perform minor mechanical repair work in the field;
- Install and replace water meters and perform field repairs;
- Deal tactfully and effectively with the public.
- Apply appropriate safety precautions and procedures;
- Establish and maintain cooperative working relationships with employees, supervisors, customers and the public.

PHYSICAL AND SENSORY REQUIREMENTS:

- Exercise physical exertion in walking approximately 3-5 miles per day;
- Ability to do extensive bending, and squatting;
- Sufficient strength and endurance to perform manual labor;
- Sufficient eyesight to read standard text and data on computer terminal screens;
- Ability to speak and hear at normal conversational levels in person and over the telephone;
- Manual dexterity to use hand and power tools;
- Ability to lift and carry equipment and materials over forty pounds.

TRAINING AND EXPERIENCE GUIDELINES:

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Both Levels - High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems and achieve performance and competences requirements.

CERTIFICATIONS, LICENSES AND REGISTRATIONS:

A valid California Class C Driver's License must be maintained at all times.

A State of California Grade I Water Distribution Operator Certification is required before a Field Customer Service Representative I can advance beyond Step 1.

Attachment 1. (3/4)

ITEM 7A

A State of California Grade III Water Distribution Operator Certification ; one (1) year of field customer service experience; and performance and competency requirement achievement are required for a Field Customer Service Representative II.

A State of California Grade III Water Distribution Operator Certification and/or a Grade III Water Treatment Certification is desired.

Attachment 1. (4/4)

ITEM 7A

FIELD CUSTOMER SERVICE REPRESENTATIVE I, II

DEFINITION

Under general supervision of the Field Customer Service Supervisor, a Field Customer Service Representative I, II reads, records, and reports water meter readings to show consumption and facilitates turn-ons and turn-offs. A Field Customer Service Representative I, II investigates, resolves and/or follows-up on customer complaints regarding water and/or reclaimed water service, water and/or reclaimed water quality, billing, and other issues; and distributes shutdown and shut-off notification and collects bill payments at customers' homes. A Field Customer Service Representative I/II performs mechanical work in installing, repairing, testing, and adjusting water meters, pressure regulators and other elements of the water and/or reclaimed water distribution system as well as cleaning and minor repair functions, as necessary. A Field Customer Service Representative I/II performs or assists in reclaimed water system surveillance, reclaimed water irrigation system inspections, reclaimed water irrigation installation inspections, cross connection inspection, backflow testing and maintenance, and record keeping. A Field Customer Service Representative I/II performs or assists in farm management activities as necessary.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a FCSR II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES (Duties may include, but are not limited to the following:)

Reads water meters and records readings to show consumption or upon turn-on or turn-off; cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries rereads meters on which complaints have been received; investigates potential causes for unusual readings and documents findings.

Accesses specialized computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data.

Conducts customer service calls for concerns and complaints regarding high water use, leaks, billing and other issues; confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading, including individuals who are angry about District actions.

Conducts preliminary investigations of water quality complaints; informs customer of findings; prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Investigates high and low pressure difficulties; reads District maps and schematics to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure problems cannot be remedied.

Attachment 2. (1/3)

Assesses installations that deviate from District standards; determines potential impacts and ramifications; reports findings and assessment to appropriate District staff.

Delivers shutdown and non-pay doortags to customers; collects past-due billings on-site; performs turn-ons and turn-offs for new, terminated and past due accounts.

Assists in testing and maintaining backflow prevention devices.

Performs maintenance and minor repairs to meters, pressure regulators, vaults and other water service appurtenances, such as broken lids, replacing broken glass on registers, and making adjustments if malfunction is observed.

Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, main shutoff, notification to other appropriate District personnel.

Maintains computer and manual records on meter history, materials used, repair/maintenance performed and preventative maintenance schedules.

Identifies potential water theft. Notifies "user"; prepares report of abuse and follows up to assure infraction has not continued.

Assists in large meter repairs, tests and changeouts.

* May assist and/or fill in for a variety of activities relating to customer service, including water audits, data collection or other conservation related activities, office responses and investigations of customer concerns, billing.

May be called upon to verify and/or make adjustments in meter routing, including revising queuing in radix system.

May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

May participate in collecting soil and crop samples.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ✦ Common hand tools and their use;
- ✦ Tools, materials, methods and equipment used in testing and repairing water meters;
- ✦ Shop practices and the operation of common shop machines;
- ✦ How to install and replace meters and perform minor field repairs;
- ✦ Water conservation techniques, public relation skills, leak detection methods;
- ✦ Basic computer skills and general record keeping;
- ✦ Safe work practices and procedures.

Attachment 2. (2/3)

ABILITY TO:

- ✦ Understand and follow oral and written instructions and work independently;
- ✦ Under and apply water reading system and procedures;
- ✦ Operate hand-held computer;
- ✦ Read water gauges and record figures rapidly and accurately;

ITEM 7A

- ◀ Read plans and specifications accurately;
- ◀ Perform minor mechanical repair work in the field;
- ◀ Install and replace water meters and perform field repairs;
- ◀ Deal tactfully and effectively with the public.

PHYSICAL AND SENSORY REQUIREMENTS

- ◀ Exercise physical exertion in walking approximately 3-5 miles per day;
- ◀ Ability to do extensive bending, and squatting;
- ◀ Sufficient strength and endurance to perform manual labor;
- ◀ Sufficient eyesight to read standard text and data on computer terminal screens;
- ◀ Ability to speak and hear at normal conversational levels in person and over the telephone;
- ◀ Manual dexterity to use hand and power tools;
- ◀ Ability to lift and carry equipment and materials over forty pounds;
- ◀ Walk on uneven and slippery surfaces.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Both Classes - High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C Driver's License must be maintained at all times.

A State of California Grade III Water Distribution Operator Certification is required for a Customer Service Representative II

A State of California Grade IV Water Distribution Operator Certification and/or a Grade IV Water Treatment Certification is desired.

A State of California Grade I Water Distribution Operator Certification is required before a Field Customer Service Representative I can advance beyond Step 1

Attachment 2. (3/3)

ITEM 7A

September 16, 2008

[REDACTED]

Dear [REDACTED]

Thank you for the opportunity to assist you in increasing your home water use efficiency. This letter and attached water budget summarize our findings regarding the water use practices at your home.

The water consumption guide for your home (copy enclosed) is based on the number of persons residing at the property, along with the size of the irrigated area. This should be helpful in managing your water use, as it provides a target for each billing period. A quick comparison of your billed water use and the target for that period will indicate any potential for water savings. The water target provided here should represent all the water you need to live comfortably and maintain your landscape in a healthy condition.

NOTE: All water use figures indicated on the water budget are expressed in billing units. One billing unit = 100 cubic feet = 748 gallons. A billing period is approximately 60 days.

No movement was seen on the water meter, indicating that there are no water leaks on your property.

As you can see on the Water Consumption Guide, your water use during the past year is 147% of what we would expect if your site was very efficient. Assuming water use practices inside your home are typical, with a little effort directed to the irrigation system we should be able to realize some water savings pretty easily.

A few irrigation inefficiencies were noted during the surveys which are listed below:

- Overspray
- Head blocked
- Spacing and Location
- Head Tilted
- Nozzle plugged
- Arc not correct
- Mixed heads
- High Pressure

A quick description of each inefficiency is listed in the enclosed irrigation tune-up tips handout. We encourage you to go over these discoveries with your landscape care provider, as he can assist with the corrections. To help keep your irrigation as water efficient as possible, have your landscape care provider perform a field test on your irrigation system at least once a month. Any changes or repairs you decide to make to the system will improve its overall efficiency, reduce run-off and save water, thus saving you money. Improvements will also keep your landscape healthy and water efficient.

The quickest way to help you achieve the targeted water budget is to simply address the irrigation schedules of your systems. Currently, you are irrigating seven days a week. Calculations show that the irrigation schedule along with indoor use adds up to an estimated 7.5 billing units used per day. I encourage you to irrigate less frequently, and fine tune the watering times per station to reflect the plant materials. I have attached your current irrigation schedule as it may be useful when making adjustments. FP-EM-7A

Attachment 3. (1/5)

information on how to adjust your controllers, free manuals can be found online on the manufactures website. The simple irrigation scheduler which I gave you at the time of the survey is a good tool to start with. After implementing the new schedule, keep an eye on the landscape and make adjustments as needed.

Here are a few key points to remember when adjusting your irrigation controller:

- Be sure to label the station areas to reflect the plant material that is located within that area; example grass or shrubs. This will help when programming the irrigation run times at each station.
- Shrubs and most plants only need $\frac{2}{3}$ the amount of water that grass needs.
- Shrubs have deeper root zones than grass, so they should be watered less frequently.
- Shrubs have more extensive root systems than individual grass plants. Therefore, you do not need to water the entire area around a shrub. 60% coverage is sufficient.
- Shade can reduce the need for water by 30% or more.
- Clay soils accept water more slowly than sandy soils, so it is sometimes necessary to break up longer irrigation sessions into a series of shorter sessions with $\frac{1}{2}$ hour rest periods in between.
- Clay soils hold more water than sandy soils so they need to be irrigated a fewer number of days each week.
- Do an irrigation systems check on a monthly basis.

As you already know, all irrigation concerns when addressed help with water conservation as well as with watershed protection. Since adjustments like these can be costly, we would like to refer you to our Creek Runoff Control project, a program offering up to \$500 for landscape and irrigation improvements to eliminate runoff to local creeks. Should you be interested in participating in this program, please contact our Customer Service Supervisor, Carol Palma at 818.251.2104, or visit our website for details.

I am excited to hear that you are looking into the "smart" irrigation controllers and the MP rotators, as the District is currently offering rebates for both. Each of these devices are wonderful conservation tools to help with water efficiency. Be sure to check out our website at www.LVMWD.com to learn more about the devices, rebates, and programs being offered. The "smart" or "weather-based" irrigation controllers actually decide whether or not to water each day based upon recent weather conditions. Once they are properly programmed they require no action on your part other than to make sure the back-up batteries are charged.

It was a pleasure meeting you [REDACTED]. Please feel free to contact me if you have any questions.

Best regards,

[REDACTED]
Resource Conservation Specialist

Enclosed: Consumption Guide
Irrigation Tune Up Tips

Attachment 3. (2/5)

ITEM 7A

Las Virgenes Municipal Water District

Water Consumption Guide

Customer Name: [REDACTED]
 Address: [REDACTED]
 Property Number: [REDACTED]
 Customer Number: [REDACTED]

Date: 9/16/08
 Staff: [REDACTED]

Number of Occupants: 5 persons
 Daily Consumption: 50 gallons / person

	square feet	acres	plant factor	target Irrigation efficiency
Irrigated Turf Area:	16,156	0.37	70%	80%
Irrigated Shrub Area:	13,838	0.32	50%	100%
Pool Area:	538	0.01	100%	100%
Site:	30,532	0.70	61%	

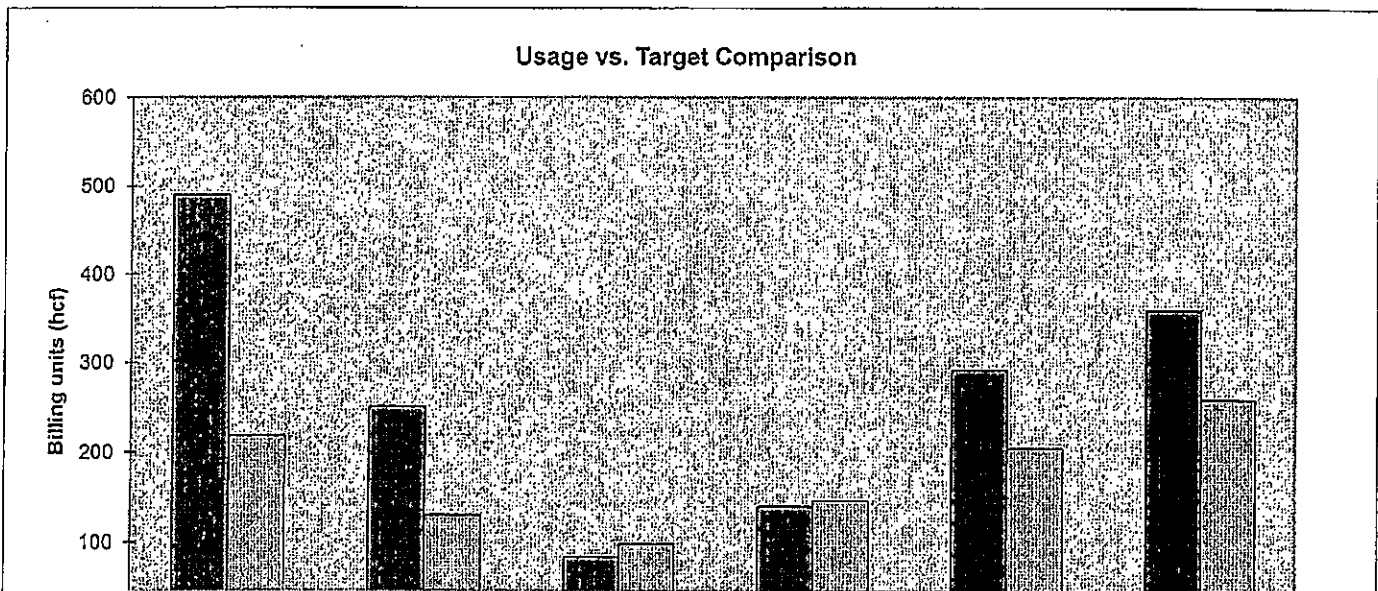
Adjusted Sitewide Plant Factor 71%

Consumption Target by Bi-Monthly Billing Period (billing units**)

Period	Approximate time period	ET*	Indoor Target	Turf Target	Shrub Target	Pool Target	Total Target	Usage	% of Target
1	Aug / Sept 07	11.0	20	130	63	5	218	490	225%
2	Oct / Nov	6.1	20	72	35	3	130	250	192%
3	Dec / Jan 08	4.4	20	51	25	2	98	84	85%
4	Feb / March	7.0	20	83	41	3	147	140	95%
5	April / May	10.3	20	121	59	5	205	292	142%
6	June / July	13.3	20	156	77	6	259	360	139%
Annual		52.1					1057.0	1616	147%

* ET = evapotranspiration = plant water demand (does not take rainfall into account)

** one billing unit = 1 hundred cubic feet (hcf) = 748 gallons



Attachment 3. (3/5)

ITEM 7A

Irrigation Schedule

Front Irrigation Controller Raindall

station	runtimes per irrigation cycle				sprinkler type	area irrigated
	Program 1/A	Program 2/B	Program 3/C	Program 4/D		
1	12 min					
2	15 min					
3	15 min					
4	14 min	10 min				
5	7 min					
6	9 min					
7	5 min					
8	10 min					
9	5 min					
10	17 min					
11	6 min					
12	10 min					
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

program	watering days							daily start time			
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	1st	2nd	3rd	4th
1	X	X	X	X	X	X		4:05 AM			
2		X	X	X	X		X	5:30 PM			
3											
4											

Notes:

Attachment 3. (4/5)

Irrigation Schedule

Back Irrigation Controller Superior Controls Sterling 12

station	runtimes per irrigation cycle				sprinkler type	area irrigated
	Program 1/A	Program 2/B	Program 3/C	Program 4/D		
1	8 min	2 min	0	0	Rear lawn	
2	9 min	2 min	0	0	Small RR lawn - near spa	
3	16 min	2 min	45 min	25 min	Rear Slope	
4	20 min	2 min	45 min	25 min	Rear Slope	
5	10 min	2 min	45 min	25 min	Rear Slope	
6	10 min	2 min	45 min	25 min	Front Slope Hill by Spa	
7	25 min	2 min	45 min	25 min	Upper Slope	
8	6 min	2 min	0	0	Rear lawn	
9	10 min	2 min	0	0	Front	
10	12 min	2 min	0	0	Front Grass	
11	8 min	2 min	0	0	Rear Grass	
12	12 min	2 min	0	0	Rear Grass old	
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

program	watering days							daily start time			
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	1st	2nd	3rd	4th
1	x	x	x	x	x	x	x	1:30 a.m	4:00 AM		
2								Information did not display on controller			
3								Information did not display on controller			
4								Information did not display on controller			

Notes:

Attachment 3. (5/5)

GRIEVANCE FORM

TO: General Manager

*1. I, CRAIG DAVIDSON have submitted a grievance appeal to my department head and received a written response on (date) 12-17-2012 Because the response is

_____ unacceptable to me, I wish to appeal the decision.

My reason for appealing is:

I DISAGREE WITH THE FINDINGS

Employee's Signature:  Date: 12-17-2012

*2. General Manager's Response:

See attached.

*Additional pages may be added if more space is required.

General Manager Signature: David W. Pelum Date: 02/07/13

*3. I (accept) (do not accept) the General Manager's response and (do not wish to appeal) (wish to appeal) the above decision. (If appeal is desired, utilize appeal form).

Employee's Signature: [Signature] Date: 02/07/2013

General Manager, provide an informational copy to each of the following:

- Employee
- Human Resources Manager
- Employee Organization

February 7, 2013

To: Craig Davidson

From: David W. Pedersen *D.W.P.*

Subject: **Response to Grievance – Step No. 3 General Manager Review**

This memo is in response to your request for a Step No. 3 General Manager review of your grievance submitted on October 18, 2012.

Background:

On January 23, 2013, I met with you, Michael Hand (Shop Steward), and Pamela M. Briscoe (SEIU 721 Advocate) to better understand your grievance. At the meeting, I learned more about your work experience, assignments with the District, and the circumstances leading up to your submittal of the grievance. Based on the meeting and a review of the original Grievance Form, it is my understanding that the grievance deals with three concerns: (1) performing water usage surveys/audits that you believe constituted the work of a higher-level position for which you were not compensated; (2) training and supervising two contract workers who assisted in receiving calls and scheduling the water usage surveys/audits without appropriate compensation; and (3) not being considered for promotional opportunities.

To independently investigate the grievance, I reviewed the following materials: the original Grievance Form, Memorandum of Understanding for General Unit employees, Step Nos. 1 and 2 Grievance review responses, job descriptions for Field Customer Service Representative I/II and Resource Conservation Specialist, copies of water use survey/audit reports that you prepared, and a sample water audit report used by the former Resource Conservation Specialist. Additionally, I spoke with your Department Head and the Human Resources Manager to hear their perspectives on the issue.

Summary of Findings:

Based on my investigation, the work that you performed in completing the water use survey/audit reports is consistent with the following two requirements described in the job description for your position of Field Customer Service Representative I/II:

- (1) Conducts customer service calls for concerns regarding high water use, leaks, billing and other issues; confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading.*
- (2) Assists and/or performs water audits/surveys at the customer's property.*

ITEM 7A

In addition, the sample water audit report used by the former Resource Conservation Specialist, a higher-level classification eliminated effective July 1, 2009, contained a number of distinguishing components that were not included in your reports. Specifically, the Resource Conservation Specialist's reports included: square footages for irrigated turf area, irrigated shrub area, pool area, and total site; number of building occupants; bimonthly evapotranspiration rates for the previous year; plant factors for turf and shrub areas; target irrigation system efficiencies; bimonthly target water usage amounts for indoors, turf, shrubs, pool, and total site; historical water usage based on billing records; a graph comparing historical water usage vs. target usage amounts; and information on available customer rebate or incentive programs.

With respect to training and supervising the contract employees, it is my finding that you did not serve as the supervisor of the contract employees. A supervisor has the responsibility and authority to prepare performance evaluations, approve timecards for payroll purposes, authorize requests for leave, hire, promote, and discipline subordinates. The District's records do not reflect that you performed any of these functions. Although providing training is typically an important function for a supervisor, it is also an expected function for all employees to assist new co-workers to get up-to-speed in performing their work.

Finally, I find that you have been considered for promotional opportunities on several occasions. On May 13, 2011, the District received your application for the position of Facilities Inspector. You advanced in the process to the second interview, which was conducted on June 1, 2011. Also, the District received your application for the position of Senior Field Customer Service Representative on June 12, 2012. Again, you advanced to the second interview, which was conducted on July 26, 2012.

In reviewing your work products, it is apparent that you are very detail-oriented, take great pride in your work, and provide meaningful recommendations to the District's customers. Also, it is clear that your experience in landscape irrigation management supports your effectiveness in performing the work. These qualities will certainly support your quest to advance in the organization, and I am hopeful that the District can continue to use your skills and support you to grow in your career.

Conclusion:

Deny the request for additional out-of-class compensation.

FIELD CUSTOMER SERVICE REPRESENTATIVE I, II

DEFINITION

Under general supervision of the Field Customer Service Supervisor, a Field Customer Service Representative I, II reads, records, and reports water meter readings to show consumption and facilitates turn-ons and turn-offs. A Field Customer Service Representative I, II investigates, resolves and/or follows-up on customer complaints regarding water and/or reclaimed water service, water and/or reclaimed water quality, billing, and other issues; and distributes shutdown and shut-off notification and collects bill payments at customers' homes. A Field Customer Service Representative I/II performs mechanical work in installing, repairing, testing, and adjusting water meters, pressure regulators and other elements of the water and/or reclaimed water distribution system as well as cleaning and minor repair functions, as necessary. A Field Customer Service Representative I/II performs or assists in reclaimed water system surveillance, reclaimed water irrigation system inspections, reclaimed water irrigation installation inspections, cross connection inspection, backflow testing and maintenance, and record keeping. A Field Customer Service Representative I/II performs or assists in farm management activities as necessary.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a FCSR II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES (Duties may include, but are not limited to the following:)

Reads water meters and records readings to show consumption or upon turn-on or turn-off; cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries rereads meters on which complaints have been received; investigates potential causes for unusual readings and documents findings.

Accesses specialized computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data.

Conducts customer service calls for concerns and complaints regarding high water use, leaks, billing and other issues; confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading, including individuals who are angry about District actions.

Conducts preliminary investigations of water quality complaints; informs customer of findings; prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Investigates high and low pressure difficulties; reads District maps and schematics to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure problems cannot be remedied.

ITEM 7A

Assesses installations that deviate from District standards; determines potential impacts and ramifications; reports findings and assessment to appropriate District staff.

Delivers shutdown and non-pay doortags to customers; collects past-due billings on-site; performs turn-ons and turn-offs for new, terminated and past due accounts.

Assists in testing and maintaining backflow prevention devices.

Performs maintenance and minor repairs to meters, pressure regulators, vaults and other water service appurtenances, such as broken lids, replacing broken glass on registers, and making adjustments if malfunction is observed.

Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, main shutoff, notification to other appropriate District personnel.

Maintains computer and manual records on meter history, materials used, repair/maintenance performed and preventative maintenance schedules.

Identifies potential water theft. Notifies "user"; prepares report of abuse and follows up to assure infraction has not continued.

Assists in large meter repairs, tests and changeouts.

May assist and/or fill in for a variety of activities relating to customer service, including water audits, data collection or other conservation related activities, office responses and investigations of customer concerns, billing.

May be called upon to verify and/or make adjustments in meter routing, including revising queuing in radix system.

May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

May participate in collecting soil and crop samples.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ Common hand tools and their use;
- ◀ Tools, materials, methods and equipment used in testing and repairing water meters;
- ◀ Shop practices and the operation of common shop machines;
- ◀ How to install and replace meters and perform minor field repairs;
- ◀ Water conservation techniques, public relation skills, leak detection methods;
- ◀ Basic computer skills and general record keeping;
- ◀ Safe work practices and procedures.

ABILITY TO:

- ◀ Understand and follow oral and written instructions and work independently;
- ◀ Under and apply water reading system and procedures;
- ◀ Operate hand-held computer;
- ◀ Read water gauges and record figures rapidly and accurately;

ITEM 7A

- ◀ Read plans and specifications accurately;
- ◀ Perform minor mechanical repair work in the field;
- ◀ Install and replace water meters and perform field repairs;
- ◀ Deal tactfully and effectively with the public.

PHYSICAL AND SENSORY REQUIREMENTS

- ◀ Exercise physical exertion in walking approximately 3-5 miles per day;
- ◀ Ability to do extensive bending, and squatting;
- ◀ Sufficient strength and endurance to perform manual labor;
- ◀ Sufficient eyesight to read standard text and data on computer terminal screens;
- ◀ Ability to speak and hear at normal conversational levels in person and over the telephone;
- ◀ Manual dexterity to use hand and power tools;
- ◀ Ability to lift and carry equipment and materials over forty pounds;
- ◀ Walk on uneven and slippery surfaces.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Both Classes - High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C Driver’s License must be maintained at all times.

A State of California Grade III Water Distribution Operator Certification is required for a Customer Service Representative II

A State of California Grade IV Water Distribution Operator Certification and/or a Grade IV Water Treatment Certification is desired.

A State of California Grade I Water Distribution Operator Certification is required before a Field Customer Service Representative I can advance beyond Step 1

July 2010

JOB DESCRIPTION

Job Title	Field Customer Service Representative I, II	Supervisor	Customer Service Operations Supervisor
Department	Resource Conservation & Public Outreach	Class Group	General Unit
Division	Customer Service	Salary Grade	22 & 32
Section	Customer Service Operations	FLSA Status	Non-Exempt

This job description is intended to describe the general nature and level of work being performed by people assigned to this job. The description is not intended to be an exhaustive list of responsibilities, duties and skills required for this position.

BASIC JOB SUMMARY

Under general supervision of the Customer Service Operations Supervisor, a Field Customer Service Representative (FCSR) I, II reads, records, and reports potable and recycled water meter readings. A FCSR investigates, resolves, provides follow-up on customer requests or issues for both potable and recycled water regarding turn-on or turn-off of the service, no water, water quality, pressure, billing, and other issues; and distributes notifications. A FCSR responds to calls during daytime hours for main leaks and sheared/downed fire hydrants.

A FCSR performs mechanical work installing, repairing, testing and calibrating water meters, pressure regulators, angle stops, meter boxes, vault lids, pipe coatings. A FCSR assists and/or performs water audits/surveys at the customer's property and assists with recycled water surveillance, cross connections inspections, backflow testing and maintenance.

This is a flexibly staffed series and employees typically enter at the Field Customer Service Representative I level. A Field Customer Service Representative I performs routine tasks and many of the duties required of a FCSR II, but is not expected to perform at the same skill level. A Field Customer Service Representative I exercises less independent judgment and discretion and has a narrower scope of responsibility. Upon meeting the performance standards of the higher level as designated by the division and certification requirements, an employee is promoted to the II level. The II level is the fully experienced, journey level class. If an employee enters the series at the II level, the employee must have the required certification, closely related experience and meet the division's competency standards.

ESSENTIAL DUTIES **WEIGHT**

Duty 1 **20**
Reads, records, and reports potable and recycled water meter readings, cleans face of meters and clears meter boxes and areas around the meter boxes so that meter can be read.

Duty 2 **10**
Generates and reviews computer reports to identify unusual usage; based on report results, determines need for confirmation of specific reads; rereads meters indicated to be reading too high or too low on computer summaries; rereads meters on which customer concerns have been received; investigates potential causes for unusual readings and documents findings.

Las Virgenes Municipal Water District

Duty 3 **5**
Accesses computer programs for records regarding customer accounts and meter information; researches customer accounts and meter records for information and data. Maintains records on meter history, repairs and maintenance.

Duty 4 **20**
Conducts customer service calls for concerns regarding high water use, leaks, billing and other issues; confers with customer to determine full extent and nature of problem; investigates presence and probable causes of difficulties; advises customer of findings and possible remedies; records and reports findings for customer records; responds to customer questions and concerns with issues regarding District activities and functions other than meter reading

Duty 5 **5**
Conducts preliminary investigations of water quality complaints; informs customer of findings; prepares report and refers, as necessary, to appropriate District personnel for further investigation.

Duty 6 **10**
Investigates high and low pressure difficulties; reads District maps and schematics to assess potential causes; reports findings to appropriate District staff and may assist with activities for remediation; advises customer of findings; explains District course of action or reasons that pressure problems cannot be remedied.

Duty 7 **10**
Performs maintenance and repairs to meters, automatic meter reading equipment, pressure regulators, vaults and other water service appurtenances, such as broken lids, boxes, and make adjustments if needed.

Duty 8 **5**
Performs preliminary investigation of leaks on mains and service lines; determines extent of leak and takes appropriate action, such as TDS testing, main valve shutoff, notification to other appropriate District personnel.

Duty 9 **5**
May participate in varied construction activities, including pouring concrete, large meter changeout, raising vaults, etc.

Duty 10 **5**
May work during after-hour, on-call periods and during other unusual or emergency situations.

Duty 11 **5**
Performs work in a safe manner at all times; complies with safety and health policies, procedures and practices; attends and completes all mandatory safety training courses and events; and works to insure the safety of co-workers and the general public.

Sum of Weights **100**

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ Common hand tools and their use;
- ◀ Tools, materials, methods and equipment used in testing and repairing water meters;
- ◀ Shop practices and the operation of common shop machines;
- ◀ How to install and replace meters and perform minor field repairs;
- ◀ Water conservation techniques, public relation skills, leak detection methods;
- ◀ Basic computer skills and general record keeping;

Las Virgenes Municipal Water District

- ◀ Safe work practices and procedures.

ABILITY TO:

- ◀ Understand and follow oral and written instructions and work independently;
- ◀ Use basic hand tools to perform minor repair and maintenance tasks;
- ◀ Understand use of water meter reading systems;
- ◀ Operate hand-held computer;
- ◀ Read water gauges, meters and record figures rapidly and accurately;
- ◀ Deal tactfully and effectively with the public.

PHYSICAL AND SENSORY REQUIREMENTS:

- ◀ Exercise physical exertion in walking approximately 3-5 miles per day;
- ◀ Ability to do extensive bending, and squatting while performing work;
- ◀ Sufficient strength and endurance to perform manual labor;
- ◀ Sufficient eyesight to read standard text and data on computer terminal screens;
- ◀ Ability to speak and hear at normal conversational levels in person and over the telephone;
- ◀ Manual dexterity to use hand and power tools;
- ◀ Ability to lift and carry equipment and materials over forty pounds;
- ◀ Walk on uneven and slippery surfaces.

TRAINING AND EXPERIENCE GUIDELINES:

Any combination of training and experience, which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: High school diploma or equivalent is required

EXPERIENCE: Field Customer Service Representative I - Two (2) years of experience in dealing with the public in a customer service capacity and some mechanical maintenance background including experience in performing mechanical repairs, testing and calibration equipment, reading gauges and meters. Field Customer Service Representative II - One (1) year of experience as a Field Customer Service Representative I or comparable experience in potable water systems.

REQUIRED CERTIFICATIONS, LICENSES, AND REGISTRATIONS:

A valid California Class C Driver's License must be maintained at all times.

Passing the State of California Grade III Water Distribution Operator Certification Test is required for a Customer Service Representative II.

DESIRED CERTIFICATIONS, LICENSES, AND REGISTRATIONS:

A State of California Grade IV Water Distribution Operator Certification and/or a Grade IV Water Treatment Certification are desired.

RESOURCE CONSERVATION SPECIALIST

DEFINITION

Under the general supervision of the Water Conservation and Reuse Supervisor, a Resource Conservation Specialist assists in the development and implementation of various programs and projects related to the use and conservation of potable water, reclaimed water, biosolids and other resources in the residential, commercial, industrial, institutional and specialty agricultural sectors.

ESSENTIAL DUTIES (*Duties may include, but are not limited to, the following*):

Performs water use efficiency surveys, collecting data and analyzing customer water use habits and patterns, to determine more efficient water use strategies.

Interviews customers to ascertain existing water uses and individual priorities of water use and develops site specific water budgets along with a combination of technical and behavioral options for customers to choose from to meet water conservation goals.

Provides technical assistance to customers regarding irrigation system design, maintenance and optimization; planting techniques; horticultural practices and water use efficiency; and use of reclaimed water.

Inspects and performs system checks at reclaimed water customer sites to ensure reclaimed water use regulations are being followed.

Assists with research projects and preparation and administration of grants.

Maintains program databases; performs periodic checks of data for quality control; assists with program analysis; and prepares reports; and monitors budget.

Coordinates education programs; organizes and staffs event booths; writes articles for District publication.

Acts as a liaison between District staff, regulatory agencies and District customers; represents the District at community events; may serve on local, regional and/or state panels and committees related to resource conservation and reuse.

Trains and oversees work of interns and other staff.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ Practices and methods of landscape construction; irrigation system design, troubleshooting and auditing; wiring and programming of standard and smart irrigation controllers;
- ◀ Business software applications, intermediate skill levels in Microsoft Excel, Word and Access;
- ◀ Reclaimed water use regulations;
- ◀ Interior plumbing and fixtures;
- ◀ Weather station instrumentation;
- ◀ Ornamental landscape horticultural practices;
- ◀ Project/program management techniques;
- ◀ Interview and one-on-one training techniques; and
- ◀ Safe work practices and procedures

ABILITY TO:

- ◀ Work efficiently and effectively with minimal supervision;
- ◀ Diagnose irrigation and landscaping problems;
- ◀ Prepare technical reports and presentations;
- ◀ Analyze and evaluate technical/program data and make recommendations;
- ◀ Take field measurements of landscapes;
- ◀ Perform public speaking;
- ◀ Handle customer complaints and inquiries and correct problems in the field;
- ◀ Read and understand water distribution maps, drawings, and meters; and
- ◀ Establish and maintain working relationships with employees, customers, other governmental agencies, vendors and contractors.

PHYSICAL AND SENSORY REQUIREMENTS

- ◀ Ascend and descend ladders and stairs;
- ◀ Withstand periods of physical exposure to fumes, odors, and dust, without incapacitating adverse effects;
- ◀ Sufficient eyesight to read standard text;
- ◀ Ability to speak and hear at normal conversational levels in person and over the telephone;
- ◀ Manual dexterity to write legibly and to use calculators, computer terminal, and other general office machines;
- ◀ Ability to lift and carry up to approximately forty pounds;
- ◀ Sufficient strength and endurance to dig holes and trenches on occasional basis; and
- ◀ Walk on steep, uneven and slippery surfaces.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Equivalent to a Bachelor's degree in landscape architecture, agriculture, natural resource management, ecology or a related field.

EXPERIENCE: Two (2) years of experience in landscaping or irrigation (journeyman level) water conservation, or natural resource management.

CERTIFICATIONS, LICENSES, AND REGISTRATIONS

A valid California class C driver's license must be maintained at all times.

Must obtain certification as a Landscape Irrigation Auditor within one year of hire.



May 26, 2009 Board Meeting

INFORMATION ONLY

TO: Board of Directors
FROM: Resource Conservation and Public Outreach

SUBJECT: Customer Service Operations Staffing

SUMMARY

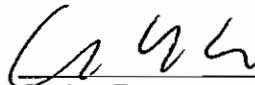
The Resource Conservation Specialist and the Customer Service/Public Outreach Assistant are currently two vacant positions within the Customer Service Operations unit. The General Manager requires that business needs be considered prior filling vacant positions. With the declaration of the statewide water shortage and establishment of water budgets for customers, there is now a need to fill these positions to respond to increased customer concerns and provide the necessary assistance.

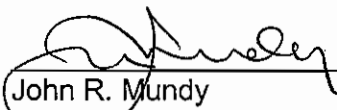
The Resource Conservation Specialist will be reclassified to a Field Customer Service Representative I/II. This position conducts water use surveys, assists customers in complying with mandatory conservation requirements including water budgets, and performs supporting field duties. The Customer Service/Public Outreach Representative will be reclassified to a Customer Service Representative and integrated into the office customer service, thus balancing the demands of the customers both over the telephone and in person.

FINANCIAL IMPACT

Both reclassified positions are approved job titles in the current budget. The Customer Service/Public Outreach Assistant to Customer Service Representative reclassification results in no net salary change since both are at same pay grade. The Resource Conservation Specialist (pay grade 46) to Field Customer Service I/II (pay grade 22-32) results in an \$8,500-\$23,700 reduction in salary per year, depending upon the qualifications of the candidate. The FY 2009-2010 budget will be updated to reflect these changes.

Carol Palma, Customer Service Manager, prepared this memorandum.

 5/13/09
Carlos Reyes Date
Director of Resource Conservation and
Public Outreach

 5/14/09
John R. Mundy Date
General Manager

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G-11

ITEM 7A

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

June 23, 2009

1 The Board of Directors of Las Virgenes Municipal Water District met in Regular Meeting at 4232 Las Virgenes Road, in Calabasas, California, at 5:00 PM on Tuesday, June 23, 2009

Vice President Renger called the meeting to order at 5:00 PM

The Pledge of Allegiance to the Flag was given, led by Vice President Renger

Secretary Peterson called the roll. Those answering present were Directors Bowman, Peterson, Renger and Smith.

Directors absent: Caspary - excused.

The Chair declared a quorum present.

2 General Manager Mundy requested agenda item 8B be pulled from the agenda while permitting details are being clarified. It was then moved by Director Peterson, seconded by Director Smith, and unanimously carried, that the agenda for the Regular Meeting of June 23, 2009 be approved as amended, removing agenda item 8B: 24" Recycled Water (REW) Pipeline from Mulholland Hwy. to the Tapia Water Reclamation Facility Project – Call for Bids, and Request for Proposals for Consultant Services.

3 Citizen of the Month - the Board of Directors presented a Proclamation in Recognition of the Los Angeles County Fire Department upon the 50th Anniversary of Las Virgenes Municipal Water District, which was accepted by several members of the Department.

4 Public Comments – Seven speaker cards were received from the public related to agenda item 5: Water Allocation Program Update. Vice President Renger notified the speakers that their public comments would be heard after the staff presentation was completed as it may address some of their concerns.

5 Illustrative and/or Verbal Presentation Agenda Items: Water Allocation Program Update – Director of Resource Conservation and Public Outreach Reyes and Civil Engineering Associate Brown made a presentation, which discussed the background of water conservation, public outreach conducted, public feedback received; and responded to questions from the Board and public in regards to water allocations and budgets.

- Meena Puri spoke in regards to water allocations and stated the letter sent by Las Virgenes does not state which tier level the customer is at and that this information should be included in the budget notifications.
- Ching Wang spoke in regards to yards with landscaping in the shade or sun, which affects water usage due to the heat.
- Len Brenner spoke in regards to water allocations and suggested roll-overs for over/under billing period usages; Metropolitan Water District's annual allocation versus Las Virgenes' bi-monthly water allocation; and asked what Las Virgenes is doing about the future; and stated he feels Las Virgenes is not being equitable to those who have city approved landscaping plans.
- Steve Kessler read excerpts from correspondence he sent to President Caspary; and stated he feels the methodology for determining water allocation budgets is flawed; and that if he does not have an adequate water supply to the trees on his property they will be infested with bark beetles and that nesting areas will be lost for such species as red tail hawks.
- Richard Mertz stated he had Las Virgenes conduct a consultation in regards to water usage at his property and it was recommended that he change out sprinklers; asked why other agencies are cutting a flat 20% and Las Virgenes is not; and wanted to know who was protecting the customers i.e. the Public Utilities Commission or other agency.

ITEM 7A

- Arthur Guglielmi asked why Las Virgenes chose to protect 2400 customers or approximately 13% who are under their water allocation budget and penalize the other 87% of customers; wanted to know if he cuts water usage at this property who was going to receive the additional water; stated he felt the Board implemented this program because it did not affect them individually; and quoted the definition of a budget from Harvard Business School.
- Rebecca Hennesey stated she inherited the landscaping at her residence and was begging the Board to increase allocations; if the hill behind her home burned the fire department said it would burn her house down; and asked if she was allowed to dig a well on her property.

Vice President Renger stated there would be a break from 7:05 p.m. – 7:10 p.m. after which the board meeting would reconvene.

6 It was moved by Director Bowman, seconded by Director Smith, and unanimously carried, that Consent Calendar Items 6A-6C be approved as presented.

- A List of Demands: 06/23/09. APPROVE
- B Investment Report for the Month of May 2009. APPROVE
- C Call for Bids: Sodium Hypochlorite. APPROVE

7 Miscellaneous Report from Treasurer – Director Smith discussed his and President Caspary's attendance at the June 15, 2009 initial meeting with the auditors; and that he would be discussing travel reimbursements at the July 14, 2009 board meeting.

8 A Offsite Biosolids Disposal during Compost Reactor Building Maintenance: It was moved by Director Bowman, seconded by Vice President Renger, and unanimously carried, that the Board authorize the General Manager to issue a purchase order to Synagro for offsite disposal of biosolids in the amount of \$41.75 per wet ton including \$2,500 for rental of the yard goat.

C Tapia Water Reclamation Facility BNR Phase 1 Project: Ratification of Change Order #5: It was moved by Director Peterson, seconded by Vice President Renger, and unanimously carried, that the Board ratify Change Order #5 for the Tapia BNR Phase 1 Project in the amount of \$42,389.52.

D Rancho Las Virgenes Composting Reactor Building Ceiling Repair: Approval of Engineering Services: It was moved by Vice President Renger, seconded by Director Bowman, and unanimously carried, that the Board accept the proposal from Tectonics to provide engineering services for design of the Rancho Las Virgenes Compost Reactor Building Ceiling Repair in an amount not to exceed \$39,319.00.

9 LVMWD Budget for FY09-10: General Manager Mundy stated a budget item had inadvertently been omitted from the proposed budget for fiscal year 2009-10 and requested the Board modify the motion to include \$92,000 for odor control. Director of Finance and Administration Schmidt made a presentation of the proposed budget for fiscal year 2009-10. It was then moved by Director Peterson, seconded by Vice President Renger, and unanimously carried, that the Board adopt the proposed budget for fiscal year 2009-10 to include \$92,000 for odor control; and direct staff and district counsel to prepare the appropriate ordinances for water and sanitation rate changes, and direct staff to proceed with the preparation of the Proposition 218 notice to pass through unanticipated wholesale water rate increases from MWD.

10 Code Revision – Water Conservation Incentives: It was moved by Director Peterson, seconded by Vice President Renger, and unanimously carried, that full reading of the proposed Ordinance No. 06-09-257 as it relates to Water Conservation Incentives be waived.

It was moved by Director Bowman, seconded by Director Smith, and unanimously carried Ayes: 4; Noes: 0; Abstain: 0 and Absent: 1, that the Board conduct the first reading on the proposed revision to the District's Administrative Code Section 3-4.405 as it relates to Water Conservation Incentives.

ORDINANCE NO. 06-09-257:
AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER
DISTRICT AMENDING ORDINANCE NO. 11-86-161 (LAS VIRGENES CODE) AS IT RELATES TO
WATER CONSERVATION INCENTIVES

(Reference is hereby made to Ordinance 06-09-257 on file in the District's Ordinance Book and by this
reference the same is incorporated herein and made a part hereof.)

11 Records and Library Management Services – Award: It was moved by Vice President Renger, seconded by Director Peterson, and unanimously carried, that the Board approve the Agreement for Professional Services with Ictus Consulting, LLC with five (5) one-year contract renewal options.

12 A Organization Reports
(1) MWD Representative Peterson provided an update regarding general business of Metropolitan Water District including the Integrated Resource Plan.
(2) Other: None

B Directors' Reports on Outside Meetings: Directors Renger, Peterson and Smith reported on their attendance at AWA WaterWise Breakfast meeting of June 18, 2009.

C Information Items: None

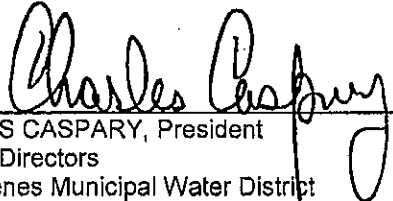
D General Manager Mundy provided an update regarding general business of the District including the Environmental Water Science program, which had two Oak Park students as participants; annual water quality report; and expense reimbursements.

E Director's Comments: Director Bowman inquired to Legal Counsel Lemieux as to whether the District has liability in regards to water allocations.

13 Future Agenda Items: None

14 The meeting convened into Closed Session at 7:57 p.m. to discuss Existing Litigation: Arnaldes v. EH Excavation, Inc. and Las Virgenes Municipal Water District

15 The meeting reconvened into Open Session at 8:07 p.m. and the Chair declared the meeting adjourned at 8:08 p.m.



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

ATTEST:



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

(SEAL)



June 23, 2009 Board Meeting

TO: Board of Directors
FROM: Finance and Administration

Subject LVMWD Budget for FY09/10

SUMMARY

Staff has proposed a \$60.3 million budget for operations and capital improvement projects for FY09/10. The Board reviewed the preliminary budget at the regular meeting held on April 28, 2009. The Joint Powers Authority operating and capital budgets will be considered for adoption at the regular JPA meeting on July 6, 2009.

Staff requests that the Board approve the budget and direct staff to proceed with the Proposition 218 required notice to increase potable water rates to pass through higher than anticipated MWD wholesale water rate increases. Please note that the Sanitation rate increase of 7.8% approved for July 1, 2009 is not included in the budget. Analysis of the current working capital compared to the financial model shows the rate increase is not necessary at this time due to savings in capital project expenditures.

RECOMMENDATION

- Adopt the proposed budget for FY09/10, and
- Direct staff and district counsel to prepare the appropriate ordinances for water and sanitation rate changes, and
- Direct staff to proceed with the preparation of the Proposition 218 notice to pass through unanticipated wholesale water rate increases from MWD.

DISCUSSION

The financial model developed during the rate study approved in 2007 has proven very useful in determining whether the District is meeting its working capital and reserve goals annually, as defined in the District's Adopted Financial Policies. Based upon expenses and revenues, year to date, the Recycled Water operating and replacement fund working capital is on target to meet its reserve goals. The Sanitation operating fund working capital is better than anticipated due to lower than expected costs in the BNR capital project. Therefore staff recommends that the July 1, 2009 revenue increase of 7.8% (\$8.00 for two months) be suspended at this time, and the last transfer of net income from Recycled Water Operations to Sanitation Operations be made in June 2009.

The financial plan for Potable Water Operations was to gradually decrease the working capital in potable water as the Sanitation Operations working capital reaches its financial target. The potable water working capital has decreased slower than expected due to larger volume sales during the past two dry years.

9

ITEM 7A


Two events in the new budget year will make the decrease in working capital accelerate at an alarming rate. First, the allocated amount of water from MWD is 20% less than the water sold last year. The District has notified customers of their potable water allocation for FY09/10 and the overuse surcharge which will be levied. However, there is a possibility that the surcharge may not cover the penalties that could be assessed by MWD. If, in the best case scenario, customers all stay within their allotments, the District will still have greater expenses than revenues as the District maintains the same revenue rates as approved in 2007, and the resulting revenue shortage will be covered by the Rate Stabilization Reserve, which was created for just this purpose.

The second event that will cause the rapid decline of potable water working capital is that the MWD's tier one wholesale water rate will increase by 21% on September 1, 2009. MWD previously raised rates by 14% in January 2009. The financial model had anticipated MWD would raise rates by 10% on January 1, 2009 and again on January 1, 2010, and the amount had seemed a reasonable prediction until April 2009, when MWD announced its revised projections and approved rate increases for the next two years. MWD has also advised that there will be another rate increase in January 2011 of what is currently expected to be 21.5%. Since our financial model had not anticipated these higher rates, and because we still have two more years of approved rate increases that will not cover the increased rates from MWD, staff recommends that the unanticipated wholesale water rate increase from MWD be passed through to customers beginning January 1, 2010, and that customers be notified that the unanticipated portion of the January 1, 2011 (that is, the amount over and above what was anticipated for MWD increases in the five-year financial model) will also be passed along in 2011.

Staff is determining how the increase in wholesale water rates can be passed along to the customers while maintaining the same relationship between tiers. Staff recommends that the pass-through should be no earlier than January 1, 2010 because customers will still be coming to terms with living within the potable water allotment and we do not want to cloud the financial picture to the customer during the first three billing cycles under the allotment.

If the pass-through is approved, the additional revenue would be approximately \$650,000, which will not cover the \$5.9 million shortfall between current anticipated potable water revenues (\$21.9 million) and budgeted expenses (\$27.8 million), but this approach appears to be in line with the spirit of AB 3030.

Sandra Schmidt, Director of Finance and Administration, prepared this report.



John R. Mundy
General Manager

6/17/09
Date

RESOURCE CONSERVATION AND PUBLIC OUTREACH

Customer Service Operations – 701221

FUNCTION

Provide exceptional customer service within our District by efficiently answering telephone calls and offering effective and efficient on-site resolution to customer issues and concerns. Mail approximately 150,000 statements per year. Process over \$50 million in customer payments. Process requests to initiate and end service, ensuring all customer orders are completed and satisfactorily resolved. Provide emergency notifications to customers when required.

OBJECTIVES

1. Enhance use of the Customer Service Information and Billing system to provide enhanced automated services such as e-billing, on-line payment options, and water allocations.
2. Strengthen delivery and efficiency of Customer Service through process improvements for better coordination between office and field functions, as well as other District units, and providing training for staff.
3. Continue to streamline the District collection process, handling of bad debt accounts, and verification of new customers using Internet services and the capabilities of our CIS.
4. Inform and educate customers on issues of importance using Customer Welcome Packets, Water-Use Surveys and coordination with Public Outreach staff.

PERSONNEL

Position Title	2008-09 Authorized Positions	Filled as of 4/15/2009	2009-10 Proposed Positions
Customer Service Supervisor	1.0	-	-
Customer Service Operations Supervisor	-	1.0	1.0
Customer Service Representative	3.0	3.0	4.0
Receptionist/Office Assistant	1.0	1.0	1.0
Field Customer Service Supervisor	1.0	-	-
Senior Field Customer Service Representative	1.0	1.0	1.0
Field Customer Service Representative I, II	7.0	7.0	8.0
TOTAL	14.0	13.0	15.0

SIGNIFICANT CHANGES

In December 2008 the Board of Directors approved the reclassification of the Customer Service Supervisor to Customer Service Operations Supervisor. The Office Customer Service and Field Customer Service units were combined, along with the Customer Service/Public Outreach Assistant and the Resource Conservation Specialist positions in the new Customer Service Operations unit. For FY09-10, the Customer Service/Public Outreach Assistant position is reclassified as a Customer Service Representative, and the Resource Conservation Specialist is reclassified as a Field Customer Service I,II position.

LINE ITEM EXPLANATIONS

- 5400 Labor – Charges for other divisions who provide assistance for coverage in Customer Service, including the cost of standby calls charged to this account by other units.
- 6200 Forms, Supplies and Postage – Includes bill stock, overdue and disconnection notices, Welcome Packets, Water Survey Packets, Customer Service Satisfaction Surveys, and miscellaneous customer notifications, supplies related to the remittance processor and banking. Postage increase has been allowed for in Budget.
- 6215 Equipment Maintenance – Yearly maintenance contracts for equipment used in bill and remittance processing, time stamps and other customer service functions.
- 6220 Outside Services – Annual contract to fold, stuff, post and mail bills and delinquent notices, as well as customer newsletters and notifications at the current unit cost. Yearly cost of contract services and online subscriptions used to locate, identify and collect on bad debt accounts. Broadcast notification through an outside vendor to provide immediate notification of emergency situations for either district customers or staff.
- 6516 Other Professional Services – Funds allocated for an outside customer survey.

RESOURCE CONSERVATION AND PUBLIC OUTREACH

Resource/Watershed Conservation – 701223

FUNCTION

The Resource Conservation Unit has three primary functions: (1) to develop and implement programs that help customers use water efficiently; (2) to advance the district’s watershed stewardship mission; and (3) to operate the district’s recycled water sprayfields. The unit also provides scientific review and strategic analysis to support scientifically-based watershed management and regulatory compliance.

OBJECTIVES

1. Support district efforts to obtain a fair, scientifically-sound nutrient TMDL and Tapia NPDES permit.
2. Partner with other public agencies and community-based organizations advance watershed stewardship.
3. Create and implement progressive, effective conservation programs to meet IRP and UWMP targets.
4. Provide scientific analysis and strategic guidance for district operations, programs and projects.
5. Ensure district sprayfields are responsibly managed to comply with regulatory requirements.

PERSONNEL

Position Title	2008-09 Authorized Positions	Filled as of 4/15/2009	2009-10 Proposed Positions
Resource Conservation Manager	1.0	1.0	1.0
Environmental Analyst I/II	1.0	1.0	1.0
Water Conservation and Reuse Supervisor	1.0	-	-
Water Conservation Coordinator	-	1.0	1.0
Cross Connection Inspector	1.0	-	-
Resource Conservation Specialist	1.0	-	-
Customer Service/Public Outreach Assistant	1.0	-	-
TOTAL	6.0	3.0	3.0

SIGNIFICANT CHANGES

In December 2008, the Board of Directors approved the reclassification of the Water Conservation and Reuse Supervisor position to Water Conservation Coordinator. The Customer Service/Public Outreach Assistant and the Resource Conservation Specialist positions were transferred to the new Customer Service Operations unit. The Cross Connection Inspector position was transferred to the Customer Service Programs unit.

LINE ITEM EXPLANATIONS

- 6830 Training and Professional Development – Attendance at training courses/professional meetings.
- 7105 Dues/Subscriptions/Memberships – Membership in the CLCA, Irrigation Association.



February 12, 2013

Board of Directors
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302-1954

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<http://www.seiu721.org>

RE: Hearing Request for Craig Davidson-Field Customer Service Representative

Hand Delivered and Received on: 02/14/2013
By: R Conklin

Dear Board Members:

SEIU 721 is representing member Mr. Davidson and we are **requesting an appeal** of the determination of the grievance response from David W. Pedersen, General Manager, regarding a grievance based on "out of class" work, see attached. This request for appeal is in accordance with Article 50 of the Memorandum of Understanding between SEIU 721 and Las Virgenes Water District.

The matter before you is a dispute by Mr. Craig Davidson of work performed as a Field Customer Service Representative II, for the District during the drought in 2008 forward until recently in August 2012, when the District hired an additional employee to perform the water audit reports.

See the attached letter that addresses Mr. Pedersen, General Manager's response to the grievance by Mr. Davidson that details the timelines, and the specifics between the years 2008 to 2010 of the grievance.

This member has worked for the District since 2003, and went beyond the duties of his position to perform water audits, and reports that were required of a Water Conservation Specialist between the years of 2008 to 2010.

The reason Mr. Davidson performed these reports was caused by the District when it was determined to abolish the Water Conservation Specialist position that actually conducted water audits. Unfortunately, a drought occurred in 2008 and a need for the District to accommodate residences and businesses in the area to provide water audits existed.

Mr. Davidson was directed to perform the water audits by management because of his prior expertise and experience. He used those skills to perform water audits that benefited the residence of the area, and the District.

ITEM 7A

Page Two-February 12, 2013
Request for Appeal of Craig Davidson

Mr. Davidson however did not get any additional compensation for the work performed. In the response of Director Reyes, page 4, 2nd paragraph, he states that the job duties of a Field Customer Service Representative I/II in part required, "May assist and/or fill in for a variety of activities" the member and SEIU contest that "filling in" is not years worth of performance.

Mr. Pedersen's response of February 7, 2013 duplicated Mr. Reyes' response. We contend that the level of expertise required of a "Resource Conservation Specialist" was at a higher level of work, hence why the District made the distinction between the classifications of Field Customer Service Representative I/II and Water Conservation Specialist.

However, it was poor timing on the part of the District to eliminate such a position, and found they had to then ask those of a lower classification to perform the work for such an extended period of time.

Mr. Davidson our member also contests that he did train two extra help employees, directed them during the course of their day, and monitored the work that was to be completed. This is supervision, and we agree not to the level as described in Director Reyes or General Manager Pedersen's response, but none the less, supervision.

Mr. Davidson gave his calendar print outs to the Director for review, and it was clear that the work Mr. Davidson was performing was primarily water audits beyond the required skills of the position of a "Field Customer Service Representative" and we contend that he was primarily performing the complex water audits during 2008 to 2010, and this was out of the scope of his position.

Therefore, we are appealing the decision that denies Mr. Davidson any compensation for the "out of class" work he performed, and that is clearly defined in our Memorandum of Understanding between SEIU 721 and Las Virgenes Water District.

Sincerely,



Pamela M. Briscoe
SEIU 721 Advocate

C: Rachel Flores, SEIU 721 Tri-Counties Regional Director
Craig Davidson, SEIU 721 Member

ITEM 7A

GRIEVANCE APPEAL FORM

TO: Board of Directors

I, CRAIG DAVIDSON have submitted a grievance appeal to the General Manager and received a written response on date 02/07/2013. Because the response is unacceptable to me, I wish to appeal the decision. My reason for appealing is:

ITEM 7A

Lined area for writing or notes.

Employee's Signature: _____ Date: _____

February 10, 2013

To: David W. Pedersen, General Manager

From: Craig Davidson FCS II

Subject: General Manager's Response to Grievance Step #3

Dear General Manager Pedersen,

I thank you for your consideration of my grievance and the reasons for filing the action against management. However, I do not concur with your findings, and I am in strong disagreement with your conclusion.

Rebuttal of findings:

1. The job description for the Field Customer Service Representative I/ II, you are referring to in your response makes no reference to performing water use efficiency surveys or audits. It also makes no reference to "providing technical assistance to customers regarding irrigation system design maintenance and optimization; planting techniques; horticultural practices and water use efficiency and the use of reclaimed water." However, it does encompass these job duties as the essential functions of the Resource Conservation Specialist. I was assigned these tasks and performed these tasks by direction of my manager and supervisor for a four year period of time in accordance with the District's "Resource Conservation Specialist's" job description.
2. While being employed since February 24, 2003, as a Field Customer Services Representative I/II the job requirements has set forth the following duties as to water audit surveys: "May assist and/or fill in for a variety of activities relating to water conservation, including water audits, data collection or other conservation related activities" referenced from the recruitment of May 28, 2009. This statement outlines that this is a temporary "fill in" duty, on occasion, as needed, not to be construed as the primary function of my regular duties as a Field Customer Services Representative I/II.
3. In regards to the water audits that the former Water Conservation Specialist was producing was a different product from what I was asked to produce by my supervisor for the customer. The specific reason there was not computation(s) of square footage of irrigated area(s), and specific use by occupants, was due to the implementation of "water budgets" that was computed by Planning.

My directed focus was to provide information to the customer that would keep their water usage in line with their targeted "water budget allotment." To supply the customer with square footage comparisons and targets would be redundant.

The sample water audit that you have retrieved for comparison was not based on water budget allotments as none existed at that time.

ITEM 7A

The previous Resource Conservation Specialist produced one or two water use efficiency surveys per week at the most. In the performance of my duty as a water auditor, I consistently performed for two years 12 to 16 water use efficiency surveys per week during the drought.

I was asked to develop a process that would be streamlined to reduce the time involved in producing a water use efficiency survey. This development of a streamline process was imperative because of the quantity of surveys needed during this time to address the demands for water use efficiency while in a drought. It is worthy to mention that I was specifically asked to streamline the process based on "water budget allotments", and it was not so "simplified" as it is now being performed since my removal from the duty in August 2012.

I will outline the process of the water use efficiency survey that I produced, and was performing during this four year period from 2009 to 2012.

- A) Contact customer at residence on a pre-arranged appointment time.
- B) Take meter readings, calculate usage, check for movement or leaks on the water system, and fill out the "water use efficiency form" while in the field. This outlined the customer's water usage and the "water budget allotment" target use comparison. Advised customers of the differences if any existed between actual use and the targeted use.
- C) If any movement on the meter was found, an immediate investigation was performed to find the cause and source of the possible leak(s) of the customer's water system.
- D) An irrigation system efficiency check list test was then performed on the customer's irrigation system as necessary. This consisted of a 2 minute test run of each irrigation station and observation of any deficiencies of the system. This was noted on the field observation check list and what the station watered, (i.e. lawn, shrub, ground cover, flat area, slope, etc.). The irrigation timer was then checked for existing programs and then re-programmed to reflect the observations of the irrigated areas.

The irrigation checklist and a completed irrigation schedule were given to the customer along with a water conservation packet that outlined all of the water conservation practices and rebates available to the customer. Based on all of the information collected in the field inspection a report of findings and recommendations were hand written in the field and given to the customers for their use.

This report was based on the specific conditions of the customer's property, and each property had significant different conditions, and based on those differences each report contained the findings and recommendations. This could not be done without an extensive knowledge of irrigation system designs and operations, and ornamental horticulture practices, and management procedures. This is why no other person in the Field Customer Service Department could have produced this product for the customer.

All that I find in the previous Resource Conservation Specialist Report, dated September 8, 2008, was the same information that was provided to the customer under the water budget allotment water use efficiency survey and packet of the water conservation information that was given to each customer.

The specific differences I can find in the report are void of any actual field tests or inspections to the existing irrigation system or landscape plantings. Therefore, no specific recommendations could be made to the customer by the Resource Conservation Specialist. The performance of these field tests and inspections are critical to the water use efficiency surveys, and without this information only the preprinted, generic handout information is what could be given to the customer. The "Water Use Efficiency Survey" that I produced for the customer was specific to the customer's property and addressed the specific concerns found during these field tests.

It is my finding that the two temporary water auditors under my direction produced a product which was far superior to what the previous Resource Conservation Specialist produced. And I provided the customers with specific recommendations and irrigation timer settings to immediately reduce their water consumption. I produced this product far more efficiently than has been performed by any previous Resource Conservation Specialist known to me.

4. Listed under the essential duties for the Resource Conservation Specialist it states, "Trains and oversees the work of part time and temporary employees and other staff". In the Job Description for the FCS I/II it does not specify overseeing other employees. I trained and monitored the work of the two temporary water auditors for a period of two years.

5. In the interview process for the position of the Senior FCS, I was the most qualified person for the position. However, when I asked my supervisor why I was not selected for the position, his response was to say that I was "more than qualified for that position", but I have an "abrasive personality" and would not make a good fit for the position. I found this statement to be very unprofessional and unfounded, and I was highly offended by this judgmental comment.

If there was ever an issue of "abrasive" behavior toward anyone I would have expected to have been informed during my employment at the District. I reviewed my personnel file on February 8, 2013 and did not find any reference or instance of an "abrasive personality". In fact, according to all records that exist, my work has been commendable.

6. I take great pride in the work that I produce at LVMWD as a FCS Rep II and will continue to do so in any position or duty that I am assigned to perform. However, I do not see any opportunity within an organization which has made a directive of eliminating higher class III positions throughout the workforce.

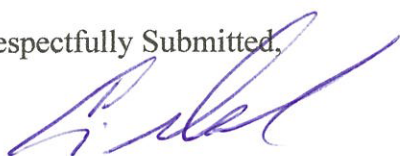
I would ask you as the General Manager if it is your intention to restore the class III positions that have been eliminated by your predecessor.

Conclusion:

Based on the work product that I produced as the District Water Auditor from May 2009 till August 2012, it is my belief, and my union representation that I performed the duties of the Resource Conservation Specialist without compensation, and working out of class at a higher level. This is a District violation of the M.O.U. covering January 1st 2010 to December 31st 2014.

I therefore, request compensation for the additional out of class work that I performed as the District Water Auditor.

Respectfully Submitted,



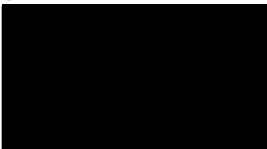
Craig Davidson

Attachments:


- A.) Grievance
- B.) Water use efficiency survey findings and recommendations for [REDACTED] dated 9-24-2010
- C.) Water use efficiency survey findings and recommendations for the [REDACTED] Residence dated 9-15-2011
- D.) Resource Conservation Specialist Job Description dated 12-13-07
- E.) Sample "Water Use Survey" form used by the Resource Conservation Specialist and myself to perform water use efficiency surveys. This was given to the customers in the field after they are filled out.
- F.) Sample "irrigation system field test" sheet used by the Resource Conservation Specialist and myself to perform irrigation system tests. This was given to the customer in the field after the test was performed.
- G.) Sample "irrigation schedule" that was used by the Resource Conservation Specialist and myself that was filled out and given to the customer in the field.
- H.) Sample of current "water use survey" form being used by Field Customer Service since my removal from water audits in August 2012.

SAMPLE "A"

9-24-2010



Agoura Hills, CA 91301

Re: Water survey performed 6-4-10 at 

Dear ,

I apologize for the delay in sending you this information as I have been involved in pressing matters.

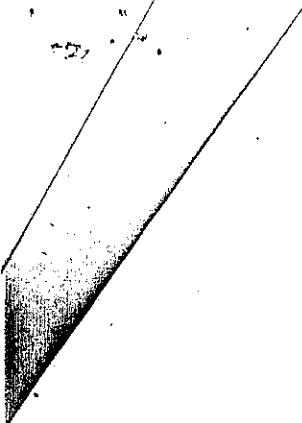
In the discussion I had with you, there were three items of concern relating to your water use at this location.

1. The installation of a sub-meter to separate the irrigation use from sanitation discharge.
2. The condition and settings of the landscape irrigation system.
3. The condition and type of landscape plantings for water conservation.

This letter will address these areas and inform you of the changes needed to make your landscape more water efficient, and reduce the water needed to irrigate it. The bottom line to all of this is to reduce your water use and cost for water.

- (1) The installation of a 1" irrigation sub-meter at the point of connection for the irrigation system needs to be installed. The meter must read in cubic feet and be installed down stream of the R.P device. I will need to know when you have made the installation so I can enter the meter information in our system.
- (2) The field test inspection of the irrigation system identified many concerns or (problems) with the operation of the system. A field test report was performed and is part of this letter. The water pressure to the irrigation system is excessive (135 psi) and needs to be reduced to 80-100 psi. This will require the installation of an 1 1/2" pressure regulator at the irrigation point of connection. A condition that was found in almost all the planter areas was that of broken sprinkler heads and water runoff onto the parking lot. A solution to this problem would be to convert all the planter areas to drip or micro spray type irrigation systems. This would eliminate the head breakage problem, reduce runoff and conserve water.
The irrigation timer was set to run 6 days a week, this is excessive, Lawns and shrubs only need irrigation 3 to 4 days a week at the most during summer months, less in the winter. Your water use history shows that there is very little difference between summer use and winter use. The installation of a weather based "Smart Clock" would save on irrigation water and automatically make adjustments to increase or decrease watering days. The Weathermatic system is a good timer for

ITEM 7A



your application, and it qualifies for a rebate. The lawn sprinklers were found to have mixed heads in the system. It appears they were installed at different times. To efficiently irrigate these areas you must have a uniform system of sprinklers. A more efficient sprinkler to use would be the Toro XP-300 Stream Rotor heads. The system would need to be revised and the new heads installed at the proper spacing to uniformly water the lawn area.

- 3) The landscape plantings were somewhat mixed but were mostly drought Tolerant, with the exception of all lawn areas which are high water use.

My overall recommendation for water conservation would be to reduce the amount of lawn area around the building areas. In place of the lawn plant drought tolerant shrubs on drip irrigation systems and cover all soil with a 3" deep layer of wood mulch soil cover.

A site plan shows the valve numbers that water that area, my recommendations will reference these areas on the plan.

Valve #1 Lawn area. Remove lawn and plant shrubs.

Valve #2 Lawn area. Revise irrigation system with valves #10,11,12

Valve #3 Lawn area. Remove lawn and plant shrubs.

Valve #4 Planter area. Convert to drip irrigation with wood mulch cover and combine with valve #8

Valve #5 Lawn / planter area. Remove lawn and plant shrubs.

Valve #6 Lawn area. Remove lawn and plant shrubs.

Valve #11 Lawn area at Kanan Rd. Remove lawn and plant shrubs, combine with valve #6.

Implementing the recommended revisions to your landscape and irrigation will result in long term water savings to you. This will reduce your overall cost for water, and increase the look and health of the landscaping. It should also reduce your cost for landscape maintenance.

If you should need further assistance, please contact me at 818-251-2187.

Sincerely,
Craig Davidson
Las Virgenes Water District

Sample "B"

9-15-2011

[REDACTED]
Agoura Hills, CA 91301

Dear Mr. & Mrs. [REDACTED]

Thank you for your request for a water use survey and your desire to conserve water. I hope the information in this report will be useful to reduce your water use on your property. During the visit to your property on 9-14-2011 I read your water meter, the reading was 1873 and your previous reading was 1363, this is a consumption of 510 units in 40 days, which is a daily use of 12.75 units or 9,537 gallons of water per day. The next estimated reading for the 10-04-2011 reading will be 765 units, this is 46% less than your last billing of 1359 units. Although you have reduced your water use it is still very high for your property size. This is due to many factors that affect the amount of water needed to irrigate your landscaping. With some changes to the irrigation system and landscape plantings your water consumption can be reduced to a more manageable amount.

IRRIGATION SYSTEM:

- 1) Controllers...2- 32 station hunter
The controllers need to be sequenced, run all lawn stations on A and shrub stations on B. This will enable the lawn and shrub times to be split and run on different days. The installing contractor needs to provide you with a map of the zone locations and station number chart to keep in the controller box.
- 2) Install rain cutoff devices on the controllers to delay watering automatically during rainy weather. Or install a ET based weather station to automatically Adjust the timer settings for weather changes.
- 3) The lawn sprinklers are spaced too close together, this is causing overwatering. To fix this problem the spacing of the sprinklers should be increased and Rain Bird rotary nozzles should be installed to replace the existing nozzles. The existing shrub nozzles on the slopes should also be replaced with the rain bird rotary nozzles to improve area coverage and reduce run off. All sprinklers should provide 100% coverage of the area with head to head coverage.
- 3) Drip systems should be installed in the shrub planters around the house, pool area, rose planters, hedges and all shrubs and trees on the slope areas where there is not a spray system for ground cover existing. The drip system can be an emitter, micro spray or inline emitter tubing (netafim) type system as needed for the different types of plants. The drip systems will need pressure regulation and filtration units installed.

ITEM 7A

LANDSCAPING NOTES:

- 1) The existing plantings are a mixture of Mediterranean and some sub tropical type plants with very few being of the drought tolerant type. The density of the plantings are very heavy and will be in a condition of overgrowth in two to three years from now. This condition creates a high demand for water on the landscaped area. This could be reduced by separating plantings that will be competing for space and water in the landscape and using drought tolerant type plantings to reduce the need for water during the summer months.
- 2) The large lower lawn area would benefit from over seeding with hybrid Bermuda seed next spring. This would increase the drought tolerance and would be a more durable lawn for play use while needing less water.
- 3) The play structure area and the trampoline area would benefit from the removal of the sod under them and install Tanbark play area mulch at a depth of six inches. Remove all sprinklers that spray on this area. This would save water and prolong the life of the play equipment as well as being safer to play on.
- 4) All of the planter areas on the property would benefit from the installation of chipped wood mulching at a depth of 3 to 4 inches to hold in soil moisture.

All of these suggestions are to help you conserve water on your landscaping, while improving the health and overall look of your property. You may choose to do some or all of these items at your discretion. I do suggest that you engage the services of a licensed professional landscape contractor to perform the work on your property.

Sincerely;

Craig Davidson
Las Virgenes Municipal Water District
4232 las Virgenes road
Calabasas, CA 91302
818-251-2187

ITEM 7A

Sample "C"



Resource Conservation Specialist

Class Code:
1121

Bargaining Unit: General Unit

LAS VIRGENES MUNICIPAL WATER DISTRICT
Revision Date: Dec 13, 2007

SALARY RANGE

\$24.16 - \$29.93 Hourly
\$1,932.96 - \$2,394.72 Biweekly
\$4,188.08 - \$5,188.56 Monthly
\$50,256.96 - \$62,262.72 Annually

DEFINITION:

Under the general supervision of the Water Conservation and Reuse Supervisor, a Resource Conservation Specialist assists in the development and implementation of various programs and projects related to the use and conservation of potable water, reclaimed water, biosolids and other resources in the residential, commercial, industrial, institutional and specialty agricultural sectors.

ESSENTIAL DUTIES:

(Duties may include, but are not limited to, the following):

Performs water use efficiency surveys, collecting data and analyzing customer water use habits and patterns, to determine more efficient water use strategies.

Interviews customers to ascertain existing water uses and individual priorities of water use and develops site specific water budgets along with a combination of technical and behavioral options for customers to choose from to meet water conservation goals.

* Provides technical assistance to customers regarding irrigation system design, maintenance and optimization; planting techniques; horticultural practices and water use efficiency; and use of reclaimed water.

Inspects and performs system checks at reclaimed water customer sites to ensure reclaimed water use regulations are being followed.

Assists with research projects and preparation and administration of grants.

Maintains program databases; performs periodic checks of data for quality control; assists with program analysis; and prepares reports; and monitors budget.

Coordinates education programs; organizes and staffs event booths; writes articles for District publication.

Acts as a liaison between District staff, regulatory agencies and District customers; represents the District at community events; may serve on local, regional and/or state panels and committees related to resource conservation and reuse.

ITEM 7A

Trains and oversees work of part time and temporary employees and other staff.

QUALIFICATIONS:

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- Practices and methods of landscape construction; irrigation system design, troubleshooting and auditing; wiring and programming of standard and smart irrigation controllers;
- Business software applications, intermediate skill levels in Microsoft Excel, Word and Access;
- Reclaimed water use regulations;
- Interior plumbing and fixtures;
- Weather station instrumentation;
- Ornamental landscape horticultural practices;
- Project/program management techniques;
- Interview and one-on-one training techniques; and
- Safe work practices and procedures

TRAINING AND EXPERIENCE GUIDELINES:

Any combination of training and experience which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Equivalent to a Bachelor's degree in landscape architecture, agriculture, natural resource management, ecology or a related field.

EXPERIENCE: Two (2) years of experience in landscaping or irrigation (journeyman level) water conservation, or natural resource management.

CERTIFICATIONS, LICENSES, AND REGISTRATIONS

A valid California class C driver's license must be maintained at all times.

Must obtain certification as a Landscape Irrigation Auditor within one year of hire.

ITEM 7A

SAMPLE "D"

WATER USE SURVEY



Customer Name _____ Date _____

Address _____

Phone _____ Customer No _____

USAGE

METER READ	TODAY	LAST	DIFFERENCE
DATE			
UNITS			

CURRENT RATE OF USE _____ Units*/day PROJECTED USE for 2-month billing period _____ Units* over 60 days

* 1 Unit = 748 gallons

SOIL PROBE FINDINGS

DEPTH _____ / _____ / _____ CONDITION _____ / _____ / _____

LEAK INVESTIGATION

METER MOVEMENT yes / no If yes, _____ gallons per minute movement

TOILET DYE TESTS

LOCATION	YEAR MFG	ULFT	LEAK	LOCATION	YEAR MFG	ULFT	LEAK
_____	_____	yes/no	yes/no	_____	_____	yes/no	yes/no
_____	_____	yes/no	yes/no	_____	_____	yes/no	yes/no

NOTES

WATER USE TARGET

Billing Period (2 months)	1	2	3	4	5	6
Interior Use Target **						
Exterior Use Target						
TOTAL TARGET USE						
Current Water Use						
POTENTIAL WATER SAVINGS						

** _____ people in household X 60 gallons per day / per person average use = _____ gallons/day

_____ gallons / day X 60-day billing period) 748 gallons per Unit = _____ interior use Units / billing period

NOTES

SAMPLE "E"

IRRIGATION SYSTEM FIELD TEST

CONCERNS																
STATION	BROKEN VALVE	BROKEN PIPE	BROKEN HEAD	HIGH PRESSURE MIST	LOW PRESSURE	CHECK SPACING	OVERSPRAY	PLUGGED NOZZLES	BLOCKED HEADS	SUNKEN HEADS	TILTED HEADS	MISALIGNED HEADS	WRONG ARC	MIXED HEADS	MIXED NOZZLES	LOW HEADS DRAIN
1																
2																
3																
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18																
19																
20																
21																
22																
23																
24																

ITEM 7A

0.00
 SAMPLE "F"

Irrigation Schedule

station	runtimes per irrigation cycle				sprinkler type	area irrigated
	program 1	program 2	program 3	program 4		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

Notes:

program	watering days							daily start time			
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	1st	2nd	3rd	4th
1											
2											
3											
4											

M 7A

Sample "G"

Water Use Survey

Las Virgenes Municipal Water District

Customer: _____

Address: _____

Account # _____ Meter # _____ Read _____

Date: _____ Surveyor: _____

Customer on-site or Customer representative on-site. Name: _____

Explain Survey process to customer and review packet used for Survey.

Show customer location of meter, how to read and how to calculate usage.

Review past usage history with customer and estimate current daily usage.

Have customer verify ALL water is off then check for leak and explain process to customer.

No leak (no movement on meter, verify meter is not stuck)

Leak: Estimate volume: _____ Gallons Per Minute _____ Gallons per day _____

Investigate to locate source of leak

Leak found in home Leak found outside No leak found

Description of leak found: _____

Check irrigation timer/lock program: Unable to check

Make and Model of timer/lock: _____
 Irrigation instructions available. Advise customer to obtain instructions from manufacturer

Programs found in timer: _____

- Review Simple and Optimal Irrigation Scheduler brochures with customer.
- Advise customer to replace Backup Battery annually so program is not lost after a power fail.
- Review the Sprinkler System Tune-Up Tutorial with customer and test 2 stations.
- Note findings on Irrigation System field Test sheet and review with customer.

Additional Notes: _____



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Commercial Real Estate Services for Lease of Building Nos. 1 and 8

SUMMARY:

This item is to update and renew the District's broker agreement with NAI Capital, Inc., for a period of six months. Based on market conditions and comparables, it is recommended that the listed rate for the vacant suite in Building No. 8 be lowered by \$0.55 per square foot, from \$2.50 to \$1.95 per square foot per month. Additionally, staff proposes to include the lease of Building No. 1 in the broker agreement because the re-zoning, elevator installation, and parking improvements are expected to be completed in several months.

RECOMMENDATION(S):

Authorize the General Manager to execute an updated six-month Exclusive Authorization of Sale and Lease with NAI Capital, Inc., for broker services to lease the suite on the first floor of Building No. 8, with a listed rate of \$1.95 per square foot per month, and to lease the vacant Building No. 1, upon completion of re-zoning, elevator installation, and parking improvements.

FINANCIAL IMPACT:

The Broker's commission will be determined upon the successful negotiation of a lease or leases. The approved Fiscal Year 2012-13 Budget provides sufficient funds for this purpose. Income generated from the lease or leases will be added to Potable Water Construction Fund and Replacement Fund.

DISCUSSION:

Building No. 8 (Current Headquarters Building):

The space on the east end of the first floor of Building No. 8, previously known as the Miller Family Suite, has been vacant since August 31, 2012. The District currently has a six-month broker agreement (copy attached) with Ms. Grace Bartsch of NAI Capital, Inc. to lease the 4,059 square foot space at a listed rate of \$2.50 per square foot per month. The agreement covers the period of November 15, 2012, through May 14, 2013. Ms. Bartsch has indicated her desire to continue as the District's broker, while updating the listed rate for the suite and extending the term of the agreement. Recent comparables provided by Ms. Bartsch and her staff indicate that the District's current listed rate of \$2.50 per square foot per month for the space is too high. In August 2002, the lease rate was \$1.75 per square foot per month, with cost of living increases, and in August 2009, the lease rate was \$2.20 per square foot per month. Similar spaces in the area are currently leasing from \$1.75 to \$2.25 per square foot; however, the spaces at the higher range generally include gyms and other amenities that are not included with the District's space. As a result, staff recommends that the space be listed at a rate of \$1.95 per square foot per month.

Staff has been satisfied with the services provided by Ms. Bartsch and NAI Capital, Inc. Although she has not been successful in leasing the space, staff believes that the economic climate and amount of surplus office space in the area has been a significant challenge. Also, Ms. Bartsch has brought in many clients to look at the space.

Building No. 1 (Old, Vacant Headquarters Building):

ITEM 8A

Building No. 1 is the old, vacant headquarters building and requires a number of improvements to meet City of Calabasas requirements to lease the space. These improvements consist of completing a lot line adjustment, re-zoning of the parcel to accommodate alternative uses for the space, cleaning up the interior of the building, adding an elevator for the building, and improving the parking area. On February 21, 2013, the Calabasas Planning Commission approved a Site Plan Review and Scenic Corridor Permit for the proposed building renovations. Staff is also working with City officials on re-zoning the parcel. Additionally, staff cleaned up the building's interior by removing old shelving, hanging wires, old carpet and patching the walls to make the space more appealing to prospective leasees.

Prepared By: Larry J. Miller, Water Systems and Facilities Manager

ATTACHMENTS:

[NAI Capital Contract](#)



EXCLUSIVE AUTHORIZATION OF SALE AND LEASE

OWNER hereby grants to NAI CAPITAL COMMERCIAL REAL ESTATE SERVICES ("Broker"), the exclusive right to negotiate a lease or leases with respect to the real property described below (the "Property")

for a period commencing on November 15, 2012, and ending at midnight on May 14th, 2013 (the "Listing Period"), unless this Authorization is extended in writing and signed by both Owner and Broker. The Property is located at 4232-8 Las Virgenes Road

in the City of Calabasas, County of Los Angeles, State of California, and further described as A free standing 4,059 sq. ft. within a two story office building.

The price and terms of the lease shall be as follows: \$2.50 full service gross per square foot

The Lease(s) shall be for a rental of \$ 2.50 per sq.ft./mo. for a minimum term of N/A years, and such other terms and conditions acceptable to the Owner of the Property.

If during the Listing Period negotiations involving the leasing of the Property have commenced and are continuing, then the term of the Listing Period shall be extended with respect to such transaction(s) and negotiations for a period through the termination of all efforts to complete a transaction or the consummation of such transaction.

In consideration of this Authorization and Broker's agreement diligently to pursue the procurement of tenant(s) for the Property, Owner agrees to pay Broker commission(s) as follows:

GROSS LEASE

NET LEASE

(where tenant pays all real property taxes)

- 6% of the rent for the first 12 months;
- 6% of the rent for the second 12 months;
- 5% of the rent for the third 12 months;
- 4% of the rent for the fourth 12 months;
- 4% of the rent for the fifth 12 months;
- 3% of the rent for the next 60 months; and
- 2% of the rent for the balance of the term.

- 7% of the rent for the first 12 months;
- 7% of the rent for the second 12 months;
- 6% of the rent for the third 12 months;
- 5% of the rent for the fourth 12 months;
- 5% of the rent for the fifth 12 months;
- 4% of the rent for next 60 months; and
- 3% of the rent for the balance of the term.

1. **Commencement of Rent:** For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the base or minimum rental commences shall be deemed to be the first month of the lease.
2. **Term of More Than 30 Years:** if the initial lease term is in excess of 30 years, then the commission shall be calculated only upon the rental to be paid during the first 30 years of the term of the lease.
3. **Month-to-Month Tenancy:** The commission shall be 50% of the first month's rent but in no event less than \$1,000. In the event a month-to-month tenant subsequently executes a lease, either direct with Owner or through Broker, within 24 months from the date of first occupancy of the month-to-month tenant, then Broker shall receive a leasing commission with respect to such lease in accordance with the provisions of this Schedule.
4. **Extension of Term or Additional Space Taken:** If the term of the lease is extended or the area of the leased premises is expanded prior to the expiration of the lease, whether pursuant to an option in or an amendment of the lease or any other agreement, then a leasing commission, computed in accordance herewith, shall be paid upon the exercise of any such option or the making of any such amendment or agreement. If the term of the lease is extended, such additional period shall be added to the end of the initial lease term for the purpose of computing the amount of the commission. If the area of the leased premises is expanded, a full leasing commission shall be due for the entire term of such additional space. However no commission shall be paid beyond one extension of the lease pursuant to an option in or an amendment of the lease.
5. **Payment:** One-half of leasing commission shall be paid upon the mutual execution of a lease by lessor and tenant, and the balance shall be paid on the date specified in the lease for the commencement of the term.
6. **Broker is hereby authorized to deduct its commission from any deposits, payments or other funds paid in connection with such transaction.**

Owner shall pay such commission to Broker if during the Listing Period: (a) the Property or any part thereof is leased to a tenant by or through Broker, Owner or any other person or entity; or (b) a tenant is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to lease the Property or any part thereof on the terms above stated or other terms acceptable to the owner of the Property; or (c) any lease or contract for the lease of the Property or any part thereof is made directly or indirectly by the owner of the Property; or (d) this Authorization is terminated or the Property is withdrawn from lease without the written consent of Broker or made unmarketable by Owner's voluntary act. Owner shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period (1) the Property, or any interest therein, is leased to any person or entity which during the term of the Listing Period made a written offer to lease the Property, or any interest therein, or any affiliate thereof, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; and (2) the Property or any interest therein is leased to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (The "Registration List"); or any affiliate thereof. Broker shall mail the Registration List to Owner at the address below stated within thirty (30) days following such expiration. In the event title to the Property is transferred pursuant to foreclosure proceedings or by a deed in lieu of foreclosure during the Listing Period and within one hundred eighty (180) days thereafter the Property or any portion thereof is leased to any person or entity which made a written offer to lease the Property, or any portion thereof, or which is named on the Registration List or any affiliate of either, Owner shall pay Broker said commission with respect to such transaction. The sale of the Property during the term of this Authorization or any extension hereof shall not be deemed to constitute a breach of this Authorization if the purchaser agrees in writing to be bound by this Authorization for the remainder of the Listing Period.

Owner agrees to cooperate with Broker in effecting a lease or leases of the Property and immediately to refer to Broker all inquiries of any person or entity interested in leasing premises in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit and other funds from any prospective tenant. In the event a transaction is not consummated, any deposits and other funds retained by Owner shall be equally divided between Owner and Broker, except that Broker's portion thereof shall not exceed the amount of the commission otherwise payable upon the consummation of such transaction by the terms of this Authorization. Broker is further authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the leasing thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present or lease real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that (1) Owner is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner, (2) no person or entity has any right to lease the Property or any portion thereof by virtue of any agreement, option or right of

first refusal, (3) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property, (4) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency conservatorship or probate proceeding, and (5) neither Broker nor any salesperson affiliated with Broker has made any promises or representations to or agreements with Owner not contained herein which in any manner affect Owners and Brokers rights and obligations under this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, demands, liabilities and damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTOOD THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

OWNER _____ BROKER _____

Arbitration of Disputes. In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, Owner and Broker hereby agree that such claim or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated herein by reference, provided, however, that all persons nominated to act as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the State where the arbitration is conducted. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. The unsuccessful party shall pay the costs of conducting the arbitration. In the event any arbitration proceeding (or legal action to enforce an arbitration award) is commenced to recover compensation hereunder, the prevailing party shall be entitled to recover its expenses and reasonable attorneys' fees incurred therein from the unsuccessful party.

In the event that Owner and Broker have not elected to resolve commission disputes by arbitration as provided above, if a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, the prevailing party shall be entitled to its costs and attorneys' fees in any legal action regarding the collection of a commission due hereunder.

If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 18% per year or the maximum permitted by law, whichever is lower.

Owner hereby authorizes Broker to represent and serve as agent for any prospective purchaser of the Property or of any interest therein, and Owner hereby waives any conflict of interests which might arise as a result thereof.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER. OWNER HEREBY ACKNOWLEDGES THAT SALESPERSONS AFFILIATED WITH BROKER ARE NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION, OR TO TERMINATE THIS AUTHORIZATION, AND THAT NO SUCH ADDITION, DELETION, ALTERATION OR TERMINATION SHALL BE VALID OR BINDING ON BROKER UNLESS IN WRITING AND SIGNED BY AN OFFICER OF BROKER. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice; if Owner desires such advice he shall consult with an attorney or accountant.

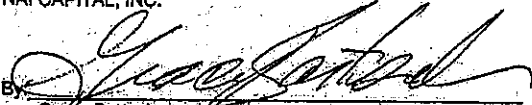
Owner acknowledges receipt of a copy of this Authorization which Owner has read and understands.

Other terms and conditions: _____

DATED: November 29 2012

Owner: Las Virgenes Municipal Water District

NAI CAPITAL, INC.

By: 
Grace Bartsch
Senior Associate

By: 
Name Printed: John R. Mundy
Title: General Manager

Address: 2555 Townsgate Road, Suite 320
Westlake Village, CA 91361

Address: 4232 Las Virgenes Road
Calabasas, CA 91302

Telephone: (805) 277-4011
Fax: (805) 446-2401
e-mail: gbartsch@naicapital.com

Telephone: 818-251-2100
Fax: _____
e-mail: GeneralManager@LVMWD.COM



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Infrastructure Investment Plan - Fiscal Years 2013-14 through 2016-17

SUMMARY:

Staff prepared the attached draft Infrastructure Investment Plan (Plan) to serve as a consolidated resource for the proposed scope, timing and projected costs of the District's capital improvement projects for the coming four years.

RECOMMENDATION(S):

Receive and file the Fiscal Years 2013-14 through 2016-17 Infrastructure Investment Plan.

FINANCIAL IMPACT:

The projected implementation costs are identified in the Plan beginning on pages 1 through 5.

DISCUSSION:

Each year the District prepares an Infrastructure Investment Plan (Plan) to identify future facility improvements and replacement projects to maintain or improve the current level of service provided to customers and to continue complying with all regulations applicable to District facilities.

The proposed Plan covers a four (4) year planning horizon in recognition of the ongoing development of the Potable Water, Sanitation and Recycled Water Master planning efforts that are underway. The Plan will return to a five (5) year planning document, with the updated master plan recommendations, next year with the development of the Fiscal Year 2014-15 document.

Prepared By: Doug Anders - Administrative Services Coordinator



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Tapia Water Reclamation Facility Alternative Disinfection Project: Review, Ratification and Approval of Change Orders

The Las Virgenes Municipal Water District (LVMWD) and Triunfo Sanitation District Joint Powers Authority approved funding for this matter in the Joint Powers Authority Budget. This recommendation is before the LVMWD Board of Directors for action, as administering agent, as authorized under the Joint Powers Authority Agreement.

SUMMARY:

The purpose of this item is to review four change orders, totaling \$47,154.96, for the Tapia Water Reclamation Facility Alternative Disinfection Project. Change Orders 1 and 2 were administratively approved by the General Manager and are submitted for information only. Change Order 3 was administratively approved by the General Manager and is submitted for the Board's ratification. Change Order 4 is submitted for the Board's approval.

RECOMMENDATION(S):

Ratify the General Manager's administrative approval of Change Order 3, in the amount of \$14,457.35, and approve Change Order 4, in the amount of \$25,573.02, for the Tapia Water Reclamation Facility Alternative Disinfection Project.

FINANCIAL IMPACT:

The approved Fiscal Year 2012-13 Budget provides funding in the amount of \$1,428,532 for Tapia Alternative Disinfection Improvements Project, CIP Job No. 10457. Sufficient funds are available for these change orders and no additional budget or appropriation is needed at this time.

DISCUSSION:

Review of Change Orders:

Change Order 1, in the amount of \$1,640.00, was for the installation of temporary stairs that were required to access the top of the filters. Originally, the plans and specifications called for new stairs to be installed between the new ammonia tanks and pumps. However, interference from an electrical conduit bank necessitated a shift in the location of the tanks and containment structure (Change Order 4), which required the stairs to be relocated. This change order provided funding for the installation of temporary stairs to access the filters during construction.

Change Order 2, in the amount of \$5,484.59, was for a concrete walkway around the ammonia containment berm and ammonia pumps. The original contract called for the stairs to the top of the filters to be between the ammonia tanks and pumps. When the location of the containment structure changed and the stairs were relocated, this change order was necessary to place a concrete walkway in the space.

Change Order 3, in the amount of \$14,457.35, covered the following three items: (1) addition of new PLC panels in place of station panels with associated wiring and electrical modifications and credit for the

elimination of two electrical pull boxes; (2) modification of the coating for the fiber reinforced plastic grating from polyester resin to vinyl ester resin to provide the improved chemical resistance; and (3) demolition of additional concrete sidewalk that was not included in the original contract but was required due to the relocation of the ammonia containment structure.

Change Order 4, in the amount of \$25,573.02, is for work required due to the relocation of the ammonia tanks and pumps caused by interference from an electrical duct bank. The modifications include the construction of relocated stairs to access the top of the filters, extension of an underground duct bank, and repair and modifications to the handrails at the top of the filters.

All of the change orders were reviewed by MWH and MSO and deemed to be reasonable.

Review of Approval Levels for Change Orders:

Staff has reviewed the approval levels required for construction contract change orders and identified an inconsistency between a long-standing Change Order Policy (Policy) approved by the Board and the Las Virgenes Municipal Water District Code (Code).

On February 26, 1990, the Board approved a Policy that had been successfully utilized for the Tapia Expansion III Project and Westlake Filter Plant Project. The Policy provides for the General Manager to administratively approve change orders up to \$50,000, with those less than \$10,000 presented to the Board for information and those more than \$10,000 but less than \$50,000 submitted to the Board for ratification. For change orders of more than \$50,000, the Policy requires prior approval by the Board. However, Section 2-3.107 of the Code was not updated to incorporate the approved Policy and continues to reflect that the General Manager is only delegated authority to approve public works change orders up to \$25,000. Copies of the Board Meeting Minutes for approval of the Policy (Item 7A) and applicable portion of the Code are attached for reference.

Given the inconsistency, staff proposes to follow the more stringent portions of both the Policy and Code until a follow-up recommendation is approved by the Board to clarify the issue. Specifically, the General Manager will only administratively approve change orders up to \$25,000, in accordance with the provisions of the Code. Additionally, change orders for less than \$10,000 will be presented to the Board for information, and change orders for \$10,000 to \$25,000 will be submitted to the Board for ratification of the General Manager's administrative approval.

Prepared By: David W. Pedersen, General Manager

ATTACHMENTS:

[Change Order No. 1](#)

[Change Order No. 2](#)

[Change Order No. 3](#)

[Change Order No. 4](#)

[02-26-1990 Board Meeting Minutes](#)

[Las Virgenes Municipal Water District Code - Excerpt](#)



4232 Las Virgenes Road
Calabasas, California 91302-1994

CONTRACT CHANGE ORDER

No. 1

Project Tapia WRF Alternative Disinfection Project

Project No. Acct. No.10457.1880.505

Contractor GSE Construction, Inc.

Date October 29, 2012

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

This change requested by: GSE Construction, Inc.

DESCRIPTION OF CHANGE:

Description	Amount	Days
Installation of temporary stairs	\$ 1,640.00	0
TOTAL	\$ 1,640.00	

INCREASES
TOTAL AT AGREED PRICES OR FORCE ACCOUNT \$1,640.00
DECREASES

Contract Change Order No. 1 Project No. _____ Acct. No. 10457.1880.505

Date October 29, 2012

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

INCREASES

Item	Description	Quantity	Unit Price	Total
1	Mobilization	1	LS	\$1,640.00

TOTAL INCREASES \$1,640.00

DECREASES

Item	Description	Quantity	Unit Price	Total
			\$	\$

TOTAL DECREASES \$


TOTAL NET Increase IN CONTRACT ITEMS AT CONTRACT UNIT PRICES \$1,640.00

TOTAL COST OF THIS CHANGE ORDER \$ 1,640.00 **INCREASE**

DECREASE

It is agreed 0 consecutive calendar days extension of time will be allowed by reason of this change.

Recommended by


James Spicer, P.E.
Project Engineer

Departmental Approval


David R. Lippman
Director of Facilities and Operations

ACCEPTED:

GSE Construction

By: 
T.S. Clark

Date: 10-29-2012

APPROVED:

Las Virgenes Municipal Water District

By: 
John R. Mundy, General Manager

Date: 10/31/12

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

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



C O N S T R U C T I O N

Document 631-LTC-2

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

RE: **Proposed Change Order #01**
Tapia WRF Alternative Disinfection - 631

Dear James Spicer,

We request approval of our Proposed Change Order # 01 to install temporary stairs up to the filter top deck per LVMWD direction.

The total cost for this extra work is \$1,640.00

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No. : 631

DATE: 9/17/2010
 GSE CC PCO # 01
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION OF CHANGE:		Install Temporary Stairs for the City to access the top deck of the Filter. After 60 days \$7.00/day.											
BRIEF DESCRIPTION OF CHANGE		UNIT PRICES			LABOR			DIRECT COSTS				TOTAL DIRECT COST	
DESCRIPTION	QUANTITY	UNIT	EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	S/CONTRACT		
CALIFORNIA ACCESS SCAFFOLD													
Temporary Stairs 60 Days	1	LS	\$0	\$0	0	0.0		\$0	\$0	\$0	\$1,640		\$1,640
Sales tax										\$0			\$0
TOTALS						0.0	#DIV/0!	\$0	\$0	\$0	\$1,640		\$1,640
MARKUP EQUIPMENT		0 %						\$0					\$0
MARKUP MATERIALS		0 %								\$0			\$0
MARKUP ON LABOR		0 %									\$0		\$0
MARKUP SUBCONTRACTS		0 %										\$0	\$0
BOND and INSURANCE (all risk)		0 %											\$0
Allowance for Small Tools		0 %											\$0
TOTAL CHANGE COST													\$1,640



California Access Scaffold, LL
A Disabled Veteran Business Enterprise (DVBE)
16525 S. Avalon Blvd
Carson, CA 90746

Phone (310) 324 3388
Fax (310) 324 3548

CANOPY/CHUTE BID

To: GSE Construction
6950 Preston Ave.
Livermore, CA 94551

Phone: (925) 447-0292
Fax: (925) 447-0962

Attn: T.J.

California Access Scaffold, LLC submits the following bid subject to review of the scope of work with the customer. Any additions or deletions of items in the proposed scope may require a change of the price quoted herein.

Date of Bid: 09/12/12 Our Bid Number: 091212-204

Job Name: 731 Malibu Canyon Rd
Address: 731 Malibu Canyon Rd
Agoura Hills, CA 91301

SCOPE

California Access Scaffold LLC. will install one OSHA compliant construction, ingress/egress stairway to go up to step off at approx. 12'10". Stairway will be a straight run with one mid landing, 3' wide steps.

Customer to meet CAS crew and show exact location to install.

CAS's standard terms and conditions:

UPON CUSTOMERS SIGNED ACCEPTANCE OF THIS PROPOSAL, CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS

Project Contract Specification

California Access Scaffold LLC, hereafter called CAS and the Customer listed on page one after CUSTOMER, hereafter called Customer agrees to the following:

ACCEPTANCE OF California Access Scaffold LLC CONDITIONS. When CAS is required to enter into a Customers contractual agreement, this document (the CAS Proposal & Conditional Contract form, citing the project specifications and detail of fee for services) must be added to any Customers Contract as an exhibit and/or attachment with full inclusion considerations; must

accompany the Customers purchase order/contract; and the CAS Contract Signature fully authorizing and executing must be signed and accepted as common dated with contractual agreement(s) for all Items of this document or any document. Contracts submitted to CAS after work has begun, are not accepted without this consideration. It is also understood that Customer contracts submitted to CAS after work has begun, that are not equitable based on contract language, work will stop and work performed to date will be due and paid at Time & Material Rates. It is further understood that the issuance of a work order or purchase order or other written or verbal request for delivery or commencement of work by Customer indicates Customers acceptance of CASSs Proposal & Contract in whole. In the event of a conflict between this Proposal & Contract and any other contract document(s), Customer shall be bound by the terms of this, CASSs, Proposal & Contract.

CAS Conditional Bid: All costs, the scope of work, and conditions are based on an equitable subcontract agreement based upon acceptable contract language in the Customers contract. This may include, but is not limited to: unstated expectations; extensive documentation; and paperwork prior to timely payment; and specific issues listed below.

Waiver or lien and bond rights in advance of payment will not be given by CAS. Only Conditional Release of Waivers and/or Liens will be signed, conditional upon the fully processed and receipt of payment for billing amount (i.e. Check must be honored by the bank they are drawn against). References to provisions of a Prime Contract must be stated in detail in any contractual document submitted to CAS for signing. Blind reference(s) will not be agreed upon nor become part of any Agreement between CAS and the Customer.

Change Orders are the responsibility of the Customer. It is preferable that a formal Change Order be negotiated, signed & approved prior to work performance by CAS. Signed Work Orders requested in the field by the Customers Representative will be honored by CAS as an accommodation to the Customers Timeframe/Scheduled Performance but a formal Change Order must be faxed to CAS within 24 hours to cover additional cost for services rendered. The Customers site representative work order will be binding. It is understood that CAS claim for payment is not stayed pending resolution of any Customer/General Contractor/owner dispute.

Scaffolding rent and/or labor is a service; therefore, it is

exempt from retention. Invoices shall be payable in full. Customers obligation to pay CAS is independent from and unrelated to other obligations owed between Customer and CAS and/or Customer and any other party. CAS reserves the right to charge finance charges for late payment at the rate of 1.5% per month and a bookkeeping and related expense service charge of 6% of the balance owed on the invoice due date.

DISPUTES AND FAILURE TO PAY: This contract is entered into at Carson, CA. If the terms of any proposed subcontract and this proposal conflict, this proposals terms and conditions shall govern. If suit is brought for non-payment for any part of the job, Customer agrees to pay all collection costs up to \$250 plus awarded attorney fees.

EXTRA CHARGES:

Extra charges shall apply to any items mutually agreed upon or in the event trips to the site are made as scheduled but the intended work cannot be performed. Dry run charges or extra work charges shall be paid to CAS at a rate of \$82 per Man-hour from time of leaving the yard to time of leaving the job. Overtime rate is 1.5 times regular rate for Saturday and double time for Sunday or Holiday work. Extra Charges shall apply to any circumstance where scaffold has been altered by customers or others and where repairs are necessary to restore the scaffold to its original condition. IT IS THE CUSTOMERS RESPONSIBILITY TO INSPECT DAILY THE SCAFFOLD FOR INTEGRITY AND TO NOTIFY CAS OF ANY ALTERATION OF THE SCAFFOLDING OR ITS ATTACHMENTS TO THE STRUCTURE.

TIME & MATERIAL RATES for OVER & ABOVE WORK

LISTED: This bid proposal is based on rates in effect on the date quoted and is subject to any increase that may come into effect 30 days or more after that date. Charges for equipment or scaffolding rental is for 30 days, unless specified herein, and will be prorated daily thereafter until the date of removal. Customers request for Stop Rent or Removal must be made during CAS office hours, 24 hours prior to stop rent time. Stop rent does not apply if the scaffold is being used, occupied, not cleaned/cleared for dismantle or CAS does not have access to the scaffold for dismantle.

EXPOSURE TO HAZARDOUS MATERIALS: If equipment provided by CAS has been exposed to any hazardous material, including asbestos, lead or mold; customer must certify equipment is free of hazardous materials before scheduling dismantling. Rent will continue until certification is obtained and dismantling is scheduled.

DELAYS & DISRUPTIONS: Customer (or General Contractor) guarantees controlled access to the scaffold

work zone. Other workers shall not be allowed to enter the work zone when scaffold is erected or dismantled. Any slow down caused to erect or dismantle work flow shall constitute delay and/or disruption and therefore the Customer shall be invoiced for the time lost and includes any return travel to and from job site for unscheduled returns to complete work.

SCAFFOLDING ENCLOSURES: Customer will advise CAS of any intended use or application of enclosure products on scaffolding installed by CAS. Please note that scaffold enclosures are temporary and not 100% wind and water proof. When installed, enclosure products provided by CAS are extremely durable, although not totally impervious to excessive forces caused by unpredictable weather conditions. CAS will not guarantee against damages caused to the enclosure products, or to the structure being enclosed. When exposed to high winds, rains, or snow loads. All repairs and maintenance of enclosure products and scaffolding resulting from such damages, will be invoiced per change order, on a Time and Material basis.

_____ (Customer initial)

SCREEN OR TARP RESPONSIBILITY: If CAS installs screens or tarps for the customer, or if customer installs his own, or allows others to install screens or tarps, it is the responsibility of the customer to roll the screens or tarps up during high wind conditions exceeding 15 MPH. If tarps or screens are installed by others without written notification and authorization by CAS, all liability for damages caused by wind to building, scaffolding or other objects damaged by scaffolding being pulled down in high wind conditions is assumed by Customer.

SITE REQUIREMENTS: (Customers Requirement(s)): This bid proposal does not include costs for site specific documents and/or documentation for security or any other special requirements for CAS employees to qualify for working at the customers site. Any expense(s) incurred for security clearance, badges, citizenship, personal history that is in excess of the normal employment requirements for Union employees or those practiced by CAS will be an additional expense over and beyond this proposal amount; and as such will be billed at Cost to the Customer; unless specifically addressed in Item 3, Detail of Service.

If a contract has been entered into, the Customer will provide a change order to the contract prior to date required for CAS compliance.

DRUG SCREENING: (Customer Requirement(s)): This bid proposal does not include costs for employment drug screening, whether pre-employment, site required, or otherwise. Any expense incurred over and above the

Drug Policy practiced by CAS, will be an additional expense over and beyond this proposal amount; and as such will be billed at Cost to the Customer. The Customer agrees to pay for those costs over and above the dollar amount of this proposal unless such charges are included and specifically addressed in Scope of Work. If a contract has been entered into, the Customer will provide a change order to the contract prior to date required for CAS compliance.

AGREEMENT OF RESPONSIBILITY: Customer, Owner and/or Contractor agrees to abide by all laws and regulations related to the proper use of scaffolding, and per those regulations, on its acceptance of the erected scaffolding, will be responsible for its maintenance, control, and proper use until the scaffolding is released back to CAS for dismantle and/or removal. Use of the erected scaffolding by Customer, Owner and/or Contractor is an express act of formal acceptance of the erected scaffolding.

JOBSITE CONDITIONS: OSHA requires a firm and level (finished) grade shall be provided by Customer. Customer will provide suitable crane and forklift support, or other material handling support, as needed for the project at no extra cost or back-charge to CAS. Customer will be responsible for repairing all holes in the existing structure left as a result of concrete anchors or other ties necessary to stabilize the scaffolding structure.

Customer will be responsible for obtaining permission for CAS to have access to or erect from adjoining property, if required. All permits, etc. are to be provided by Customer.

Customer will ensure that the existing structure will safely support the additional vertical and horizontal loading from the scaffolding.

Customer will provide necessary flagmen, temporary barriers, signs, etc. as may be required.

Customer is responsible for ensuring that its personnel engaged in moving rolling towers have read and understand the code of safe practices, that no personnel are on the tower while it is being moved, and that all casters are locked once the move has been completed.

Customer is responsible for any necessary ground protection for furniture, machinery, plants, holes in ground or floors, carpeting, etc.

Customer will provide CAS with a lay-down area appropriate for the project. Customer is responsible for security and restoration of the lay-down area.

TRAVEL EXPENSES: Unless specified herein, CASs Time and Material rates do not include lodging, travel, transportation, or other associated expenses. Customer will be invoiced for these expenses in addition to CASs

labor charges.

If CASS personnel will be working in the vicinity of water, Customer will provide necessary boatmen and boat as defined in OSHA regulations.

SCAFFOLDING WILL BE ERECTED AND DISMANTLED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL CODES. These items may or may not have been requested by Customer. If these items were not requested at the time of this proposal, they are available upon request for an additional charge. This bid proposal does not include expenses incurred if the general contractors safely requirements exceed state or federal code.

THE SCAFFOLDING WILL BE ERECTED AND DISMANTLED ONE (1) TIME ONLY, unless specified herein. Any alterations over and above this bid proposal will be charged at the applicable rates. All work will be performed during straight time hours on day shift, unless specified herein. (*Note Union employees do not work on Saturdays or Sundays for straight time.) Any overtime work not covered in this bid proposal will be invoiced at the governing rate on a Time and Material basis. No work will be undertaken until approval has been issued and signed by the Customers authorized representative and/or CASS change order or CASS timesheet stating Extra Work has been signed by Customers representative. The change order or Extra Work timesheet will be binding on Customer as an addendum to the contract.

PERSONAL PROTECTIVE EQUIPMENT: Fall protection systems and methods used during the erection and dismantling of scaffolding will meet all local, state, and federal requirements and the feasibility and proper use of these systems will be at the discretion of CASS Competent Person on the jobsite. This project requires no extraordinary personal protective equipment other than full body harness for fall protection, hard-hat and safety glasses. Any costs incurred for additional PPE requirements will be invoiced on a Time and Material basis.

EMPLOYEE FACILITIES: Toilets and wash facilities will be provided by the Customer.

ELECTRICAL REQUIREMENTS: Unless specified herein, Customer will arrange with the utilities authority for all necessary safeguards. Customer will ensure the site is safe for erection and/or dismantle by shielding, disconnecting or other means to comply. Times of cut-offs are to be given to CAS, in writing, prior to commencement of the work. Unless specified herein, Customer will supply electric power and lighting,

provided by a Competent Person, appropriate to meet CASs requirements.

AGREEMENT OF RESPONSIBILITY: Customer, Owner and/or Contractor agrees to abide by all laws and regulations related to the proper use of scaffolding, and per those regulations, on its acceptance of the erected scaffolding, will be responsible for its maintenance, control, and proper use until the scaffolding is released back to CAS for dismantle and/or removal. Use of the erected scaffolding by Customer, Owner and/or Contractor expresses a formal acceptance of the erected scaffolding.

SCAFFOLDING ALTERATIONS: Customer agrees to indemnify and hold harmless CAS from and against all claims, losses, fines, citations, injuries, or property damage resulting from alteration of the scaffolding from its original design.

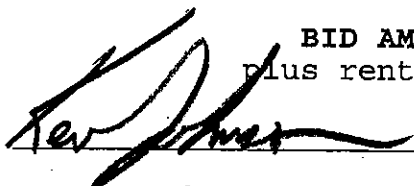
EQUIPMENT LOST OR DAMAGED: Any cost of repair or replacement of Equipment lost or damaged while in the possession of the Customer will be charged by replacement price by the piece or by hourly for repairs. Equipment shall be returned in serviceable condition.

INSURANCE: Upon receipt of this agreement signed by the Customer, CAS will upon request, provide Certificates of Workmens Compensation and Liability Insurance, and warrant that these will remain in force as long as any CAS men or equipments are on the job. CAS is not an Insurance Company. CAS will be responsible for any accidents caused by CAS or by its sub-contractors or employees, only.

BID AND JOB START NOTIFICATION: Bid acceptance shall be made as soon as possible. Notice to begin scaffold erection or dismantling shall be given at least 48 hours prior to work performance. Where possible, CAS will endeavor to accommodate tighter schedules but will not be held responsible for short-notice schedules. Dry run Charges for work scheduled but not done is \$80 per man-hour, minimum of 4 hours per man. Extra trip charges for partial teardown or partial erection to accommodate Customer scheduling of partial teardowns or erection shall be a minimum of 4 man-hours for each man dispatched to the jobsite.

ACCEPTANCE: This contract shall be accepted by a person authorized to order Subcontractor work to begin. If work is ordered prior to receipt of a signed contract back from the customer, all the terms herein shall be deemed to be accepted unless specifically notified otherwise prior to ordering of work to begin. This bid is valid for 30 days from our bid date, and is subject to

BID AMOUNT: 1,640.00 Dollars
plus rental after 60 days at \$7.00/day.



Date: 9-12-2012

Kevin Johnson, Salesman
License # 971882

To accept this bid, sign below and initial at the bottom of the each page. Fax and then mail the entire signed bid back to us.

Accepted By: _____ Date: _____

Bid is offered only on the condition the following information is provided in the spaces below. NONE must be used in the appropriate place if no lender or original contractor exists.

	Owner of job site	Lender
Name	_____	_____
Address	_____	_____
	_____	_____

	Original Contractor	Bond Holder
Name	_____	_____
Address	_____	_____
	_____	_____

Bid 091212-204

Customer fax (925) 447 0962

Initialed: _____

availability of equipment from CAS.

ADMINISTRATION CHARGES: It is the Customers responsibility to notify CAS Scaffolding of any work for which prevailing wage, certified payroll, requests for payment with contract summarization to date reporting, labor apprentice reports, crew mix by craft and/or race or other reports other than services provided is required. All such information shall be submitted to CAS. prior to commencement of the work. Failure to notify CAS will result in additional assessment to this project in the amount of \$100.00 or 5% of the total scaffold labor services on the job, whichever is greater per report/per month.

PREVAILING WAGE:

CAS agrees to pay Prevailing Wage on this job and to provide upon request a Certified Payroll to Customer.

Reach: 78 Days Included: 60
Terms: Net 20 days

Prevailing Wage: Yes OCIP: Workers Comp: Y/N General Liability: Y/N

OTHER INSTRUCTIONS

If you have any questions please call or email
Kevin Johnson at 310-270-7954 Thank you.
K.Johnson@CAScaffold.com



CONTRACT CHANGE ORDER
No. 2

4232 Las Virgenes Road
Calabasas, California 91302-1994

Project Tapia WRF Alternative Disinfection Project

Project No. Acct. No.10457.1880,505

Contractor GSE Construction, Inc.

Date November 19, 2012

CONTRACTOR CHANGE ORDER NO. 2 The Contractor is hereby authorized and directed to make the herein described changes from the Plans and Specifications or do the following work not included in the Plans and Specifications for the construction of this project.

This change requested by: GSE Construction, Inc.

DESCRIPTION OF CHANGE:

Description	Amount	Days
Construction of concrete sidewalk	\$ 5,484.59	0
TOTAL	\$ 5,484.59	

INCREASES
TOTAL AT AGREED CHANGE ORDER \$5,484.59
DECREASES

Contract Change Order No. 2 Project No. _____ Acct. No. 10457.1880.505

Date November 19, 2012

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

INCREASES

Item	Description	Quantity	Unit Price	Total
8a	FRP Tank Containment	1	LS	\$5,484.59
TOTAL INCREASES				<u>\$5,484.59</u>

DECREASES

Item	Description	Quantity	Unit Price	Total
			\$	\$
TOTAL DECREASES				<u>\$</u>

TOTAL NET Increase IN CONTRACT ITEMS AT CONTRACT UNIT PRICES \$5,484.59


TOTAL COST OF THIS CHANGE ORDER \$ 5,484.59 **INCREASE**


DECREASE

It is agreed 0 consecutive calendar days extension of time will be allowed by reason of this change.

Recommended by


Departmental Approval


James Spicer, P.E.
Project Engineer

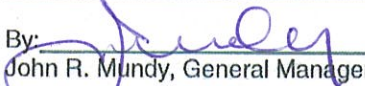

David R. Lippman
Director of Facilities and Operations

ACCEPTED:

APPROVED:


By: TJ. Clark

Las Virgenes Municipal Water District


By: John R. Mundy, General Manager

Date: 11/26/2012

Date: 12/3/12

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

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



C O N S T R U C T I O N

Document 631-LTC-10

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

**RE: Proposed Change Order #12
Tapia WRF Alternative Disinfection - 631**

Dear James Spicer,

We request approval of our Proposed Change Order # 12 to provide Concrete Walkway around both the Ammonia Containment and Ammonia Pumps per owner request.

The total cost for this extra work is \$5,484.59

ACCEPTANCE OF THIS CHANGE ORDER WOULD CANCEL PCO #4 TO ADD A CONCRETE PAD FOR THE EYEWASH STATION. IF NOT ACCEPTED GSE WILL PROCESS PCO #4 FOR APPROVAL.

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No.: 631

DATE: 10/23/2012
 GSE/CC PCO # 12
 CLIENTS CO #

CHANGE ORDER CALCULATION

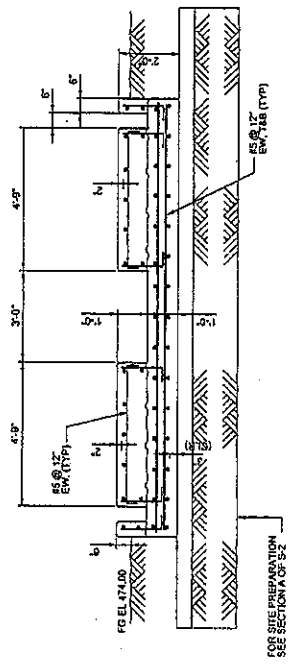
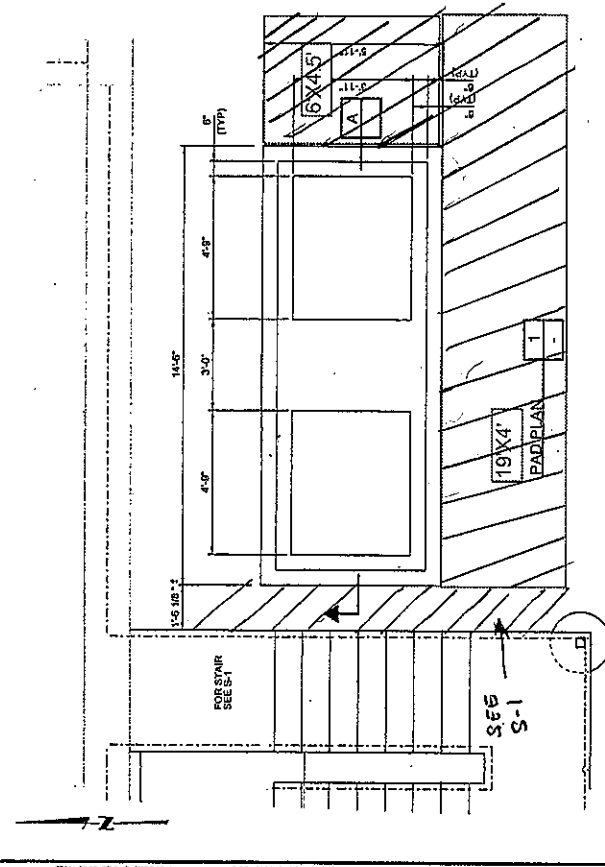
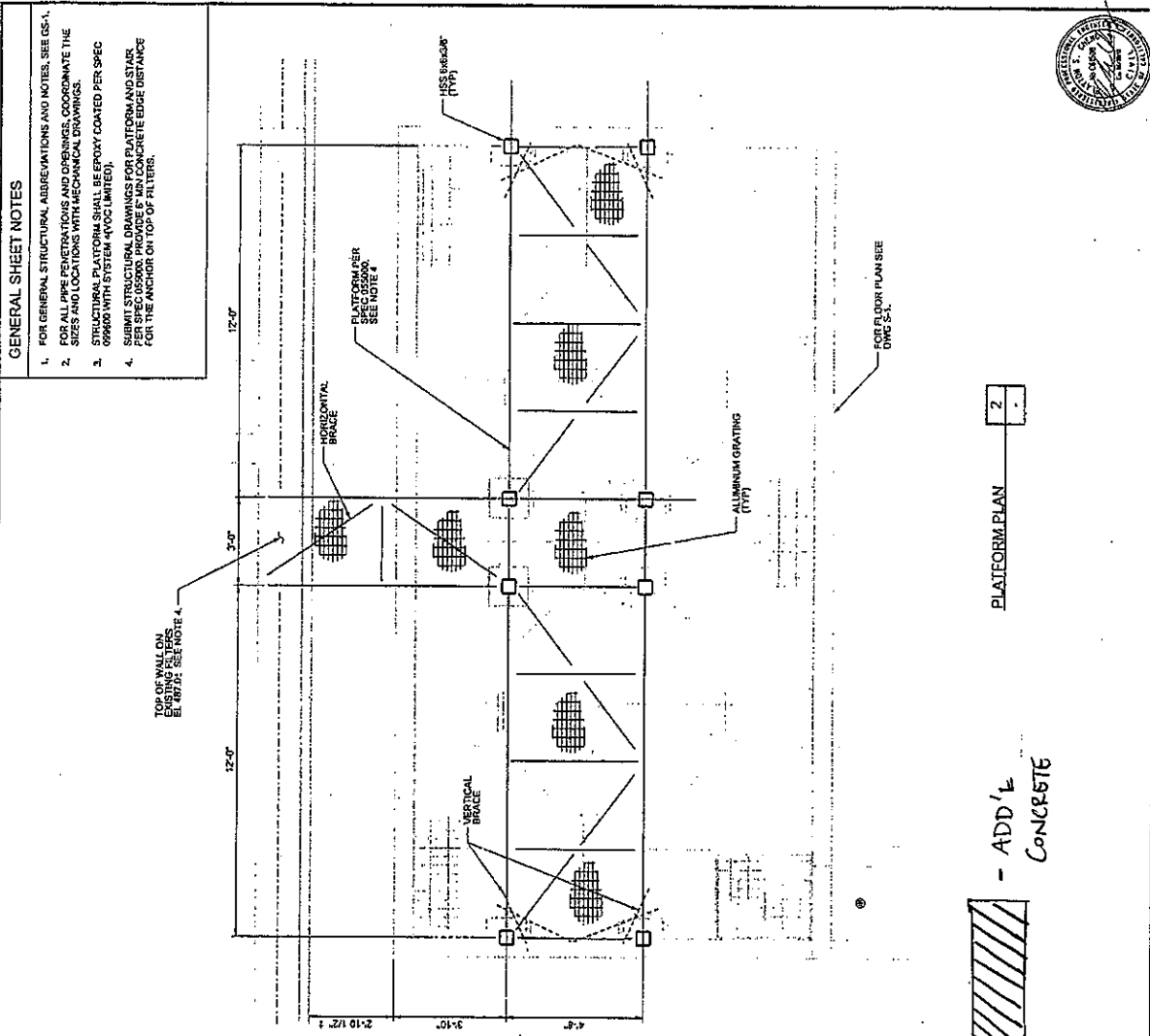
DESCRIPTION OF CHANGE		Addition of Walkways around Ammonia Containment and Ammonia Pumps										
DESCRIPTION	QUANTITY	UNIT	UNIT PRICES			LABOR			DIRECT COSTS			TOTAL DIRECT COST
			EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	S/CONTRACT	
A. LABOR												
Carpenter Foremen	16	hrs	\$0	\$0	\$0	16.0	78.59	\$0	\$0	\$1,257	\$0.00	\$1,257.44
Laborer	16	hrs	\$0	\$0	\$0	32.0	59.74	\$0	\$0	\$1,912	\$0.00	\$1,911.68
Cement Finisher/Mason	8	hrs	\$0	\$0	\$0	8.0	66.90	\$0	\$0	\$535	\$0.00	\$535.20
B. MATERIALS												
Cast-In Place Concrete	6	yds	\$0	\$99	\$0	0.0		\$0	\$594	\$0	\$0.00	\$594.00
Rebar	38	ea	\$0	\$7	\$0	0.0		\$0	\$249	\$0	\$0.00	\$248.90
Sales tax	9.75	%						\$82				\$82
TOTALS						56.0	\$66.15	\$0	\$925	\$3,704	\$0	\$4,629.40

MARKUP EQUIPMENT \$0
 MARKUP MATERIALS 15 % \$139
 MARKUP ON LABOR 15 % \$556
 MARKUP SUBCONTRACTS 5 % \$0
 BOND and INSURANCE (all risk) 1 % \$53
 Allowance for Small Tools 2 % \$107.54
TOTAL CHANGE COST \$5,484.59

GENERAL SHEET NOTES

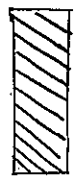
1. FOR GENERAL STRUCTURAL ABBREVIATIONS AND NOTES, SEE CS-1.
2. FOR ALL PIPE PENETRATIONS AND OPENINGS, COORDINATE THE SIZES AND LOCATIONS WITH MECHANICAL DRAWINGS.
3. STRUCTURAL PLATFORM SHALL BE REPEATED COATED PER SPEC 09900 WITH SYSTEM 4 (VOC LIMITED).
4. SUBMIT STRUCTURAL DRAWINGS FOR PLATFORM AND STAIR PER SPEC 05000. PROVIDE 6" MIN CONCRETE EDGE DISTANCE FOR THE ANCHOR ON TOP OF FILTERS.

TOP OF WALL ON EXISTING FILTERS EL. 487.92 SEE NOTE 4.



PLATFORM PLAN

- ADD'L CONCRETE



SECTION A-A

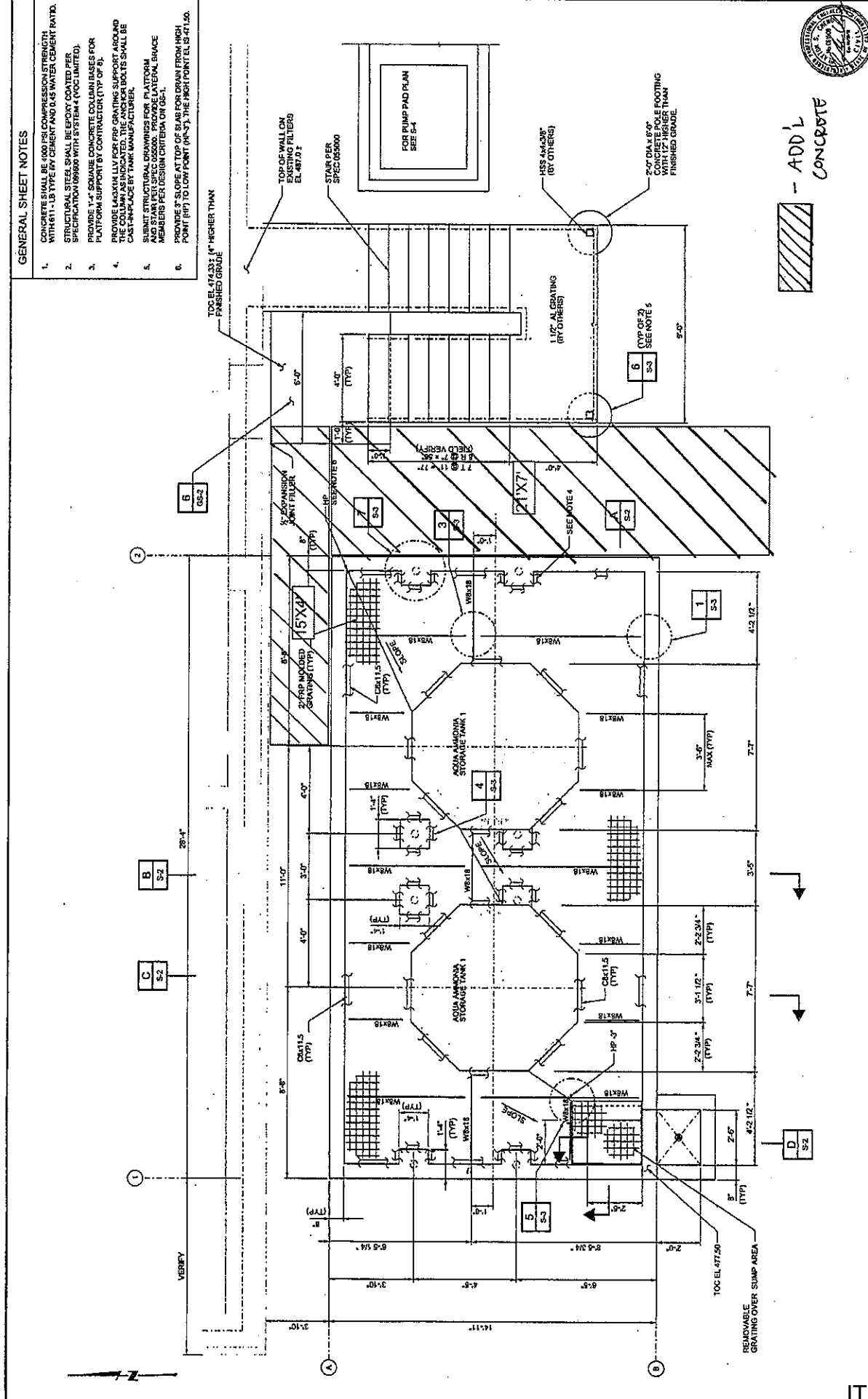


TARA WEE AMMONIA FEED PROJECT		SHEET S-4
STRUCTURAL		DATE
PUMP PAD PLAN, SECTION AND PLATFORM PLAN		DATE
LAS VIRGENES-TRILINCO JOINT POWERS AUTHORITY		DATE
AMMONIA STORAGE AND FEED FACILITIES		DATE
LEE & RO, Inc. City of Industry, California		DATE
DESIGNED BY: [Signature]	CHECKED BY: [Signature]	DATE: 2/10/12
SCALE: 1/8" = 1'-0"	PROJECT NO: 09-0013	DATE: 2/10/12
REVISIONS:	DESCRIPTION:	
NO. DATE BY	DESCRIPTION	

ITEM 8C

GENERAL SHEET NOTES

1. CONCRETE SHALL BE 4000 PSI COMPRESSION STRENGTH WITH 611-LB TYPE IV CEMENT AND 0.45 WATER CEMENT RATIO.
2. STRUCTURAL STEEL SHALL BE EPOXY COATED PER SPECIFICATION 098600 WITH SYSTEM 4 (UNLIMITED).
3. PROVIDE 1" SQUARE CONCRETE COLUMN BASES FOR PLATFORM SUPPORT BY CONTRACTOR (TYP OF 6).
4. PROVIDE 1.4" DIA X 1/4" THK FRP GRATING SUPPORT AROUND CASE STAIRS PER SPEC. 050000 FOR 12" DIA STEEL COLUMN BASES BY CONTRACTOR (TYP OF 6).
5. CASE STAIRS PER SPEC. 050000 FOR 12" DIA STEEL COLUMN BASES BY CONTRACTOR (TYP OF 6).
6. PROVIDE 1/2" SLOPE AT TOP OF SUMP FOR DRAIN FROM HIGH POINT (HP) TO LOW POINT (LP). THE HIGH POINT (HP) IS 471.50.



		SHEET S-1 WHITE
LAS VIRGENES - TRIUNFO JOINT POWERS AUTHORITY AMMONIA STORAGE AND FEED FACILITIES		TARA WAT AMMONIA FEED PROJECT STRUCTURAL FLOOR PLAN
		LAS VIRGENES - TRIUNFO JOINT POWERS AUTHORITY AMMONIA STORAGE AND FEED FACILITIES
SCALE 1/2" = 1'-0"	WARNING: 1 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES	DESIGNED BY: [Signature] CHECKED: [Signature] DATE: 02/22/2017
DESIGNED: CLOBERG DRAWN: CLOBERG CHECKED: CALAMANDRA	PERMITTED BY: [Signature] DATE: 02/22/2017	CITY OF LAS VIRGENES ENGINEER: [Signature]
DATE: [] BY: []	DESCRIPTION:	ITEM 80



C O N S T R U C T I O N

Request For Information

RFI #: 8
RFI Type: rfis
Date: 09/05/2012

631: Tapia WRF Alternative Disinfection

To:	James Spicer	From:	Anthony Clark
	Las Virgenes Municipal Water District		GSE Construction Company, Inc.
	4232 Las Virgenes Road		6950 Preston Ave
	Calabasas, CA 91302		Livermore, CA 94551
Phone:	818-251-2142	Phone:	925-447-0292
Fax:		Fax:	925-447-0962
Email:		Email:	aclark@gseconstruction.com
CC:			

Subject:	Eyewash Pad	Status:	New
Drawing #:		Spec Sect#:	
Location:		Submittal #:	

Potential Schedule &/or Cost Impacts:

Schedule Impact: *days*

Cost Impact: \$ TBD

Information Requested:	Dated Required: 09/19/2012
Drawing M-2 call for an eyewash to be installed just outside the Pump Containment Pads. There is no concrete at this location to mount the eyewash to at this location. Please provide details for a concrete pad for this eyewash.	
Additional Information:	

Suggestions:

Response:
4' x 3' concrete pad similar to Detail 6 for the slab reinforcement and dimensions.



CONTRACT CHANGE ORDER

No. 3

4232 Las Virgenes Road
Calabasas, California 91302-1994

Project Tapia WRF Alternative Disinfection Project

Project No. Acct. No. 10457.1880.505

Contractor GSE Construction, Inc.

Date January 31, 2012

CONTRACTOR CHANGE ORDER NO. 3 The Contractor is hereby authorized and directed to make the herein described changes from the Plans and Specifications or do the following work not included in the Plans and Specifications for the construction of this project.

This change requested by: GSE Construction, Inc.

DESCRIPTION OF CHANGE:

Description	Amount	Days
Control wiring and electrical modifications	\$ 9,925.52	0
Modification to proposed PLC's	\$ 5,046.00	0
Modification from polyester to vinyl ester resin for FRP grating	\$ 707.33	0
Demolition of additional concrete	\$ 562.00	0
Credit for elimination of two (2) electrical pull boxes	\$ (1,783.50)	0
TOTAL	\$ 14,457.35	

INCREASES
TOTAL AT AGREED PRICES OR FORCE ACCOUNT \$14,457.35
DECREASES

Contract Change Order No. 3 Project No. _____ Acct. No. 10457.1880.505

Date January 31, 2012

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

INCREASES

Item	Description	Quantity	Unit Price	Total
9e	Electrical Panels	1	LS	\$9,925.52
9e	Electrical Panels	1	LS	\$5,046.00
8a	Demo Exterior	1	LS	\$562.00
8j	Install Structural Steel (Platform)	1	LS	\$707.33
TOTAL INCREASES				<u>\$16,240.85</u>

DECREASES

Item	Description	Quantity	Unit Price	Total
9c	Underground Duct Banks	1	LS	\$1,783.50
TOTAL DECREASES				<u>\$</u>

TOTAL NET Increase IN CONTRACT ITEMS AT CONTRACT UNIT PRICES \$14,457.35

TOTAL COST OF THIS CHANGE ORDER \$ 14,457.35

INCREASE

DECREASE

It is agreed 0 consecutive calendar days extension of time will be allowed by reason of this change.

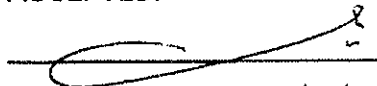
Recommended by


James Spicer, P.E.
Project Manager

Departmental Approval


David R. Lippman
Director of Facilities and Operations

ACCEPTED:


By: GJE Construction

APPROVED:

Las Virgenes Municipal Water District
By: 
David W. Pedersen, General Manager

Date: 12-6-2012

Date: 03/13/13

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

THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY OWNER

IF ACCEPTABLE TO THE CONTRACTOR, THIS CHANGE ORDER IS EFFECTIVE IMMEDIATELY



C O N S T R U C T I O N

Document 631-LTC-11

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

RE: Proposed Change Order #08 R-2
Tapia WRF Alternative Disinfection - 631

Dear James Spicer,

We request approval of our Proposed Change Order # 08 R-2 to add the 3" conduit and modify the existing controls from what was shown in the contract drawings.

The total cost for this extra work is \$9,925.52

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No. : 631

DATE: 11/30/2012
 GSE CC_PCO # 08 R-2
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION OF CHANGE:		Are in PCO #8R-1 not needed. Cost for changes made to the controls and for the conduit already installed											
DESCRIPTION	QUANTITY	UNIT	UNIT PRICES			LABOR			DIRECT COSTS			TOTAL DIRECT COST	
			EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	S/CONTRACT		
COLEMAN ELECTRIC													
Controls & Conduit	1	LS	\$0	\$0	0	0.0			\$0	\$0	\$0	\$9,175.77	\$9,175.77
Sales tax	9.75	%							\$0	\$0	\$0		\$0
TOTALS						0.0	#DIV/0!		\$0	\$0	\$0	\$9,175.77	\$9,175.77
MARKUP EQUIPMENT			15 %						\$0	\$0	\$0		\$0
MARKUP MATERIALS			15 %						\$0	\$0	\$0		\$0
MARKUP ON LABOR			15 %						\$0	\$0	\$0		\$0
MARKUP SUBCONTRACTS			5 %								\$458.79		\$458.79
BOND and INSURANCE (all risk)			1 %										\$96.35
Allowance for Small Tools			2 %										\$194.62
TOTAL CHANGE COST													\$9,925.52



11-26-12

EW#4 r2 Proposal/Package

Page #	Description
1 revised	EW#4r1 cost summary
2 revised	Breakdown Electrical credits
3	PCO#8 Altn Price-Conduit S-300
4	ACSE Credit LSH's
5, revised	ACSE Change to Panels
6 elimanted	
7	ACSE Breakdown Of Costs
8	Email directive/request
9,10	IO schedule
G1-4 r1	Comm Plan
E-8 r1	Chemical Elec Plan
E-5a	Chemical Conduit Development Plan
E-9r1	Ammonia Storage Plan
E-5b	Ammonia Conduit Development Plan



11/26/2012

EW#4 r2

Reference:

Meeting on 10-17-12 Lloyd Trick, James Spicer, Sara Munger, requested Coleman-Pacific to propose new updated way to communicate the field equipment with the new panels. Lloyd to provide a new I/O list.

Email from James Spice 11-1-12

Change Order credit #5a from ACS

Change Order Request #6a from ACS

Drawings from Coleman-Pacific

- GI-4r1 MSO Revised Communication Schematic
 - E-8 r1 Chemical Building Electrical conduit detail drawing
 - E-5 A Chemical Building Electrical conduit/Wire development drawing
 - E-9 r1 Ammonia Storage Electrical conduit detail drawing
 - E-5 B Ammonia Storage Electrical conduit/Wire development drawing
- The above drawings will replace E-8,E-9 and E-5
Revised New Panel IO lists

A Labor	JYMN	(217.30) hrs x \$75.66	(16,440.92)	
	Labor (redesign Bryan)	40.00 hrs x \$81.58	\$3,263.20	
	Total hours	(177.30)		
			SUBTOTAL LABOR	(13,177.72)
			MARKUP	0.00
			TOTAL LABOR COSTS	(13,177.72)
B Material				
	deduct			(4,410.66)
			SUBTOTAL Material	(4,410.66)
		tax 8.75%		(\$385.93)
			SUBTOTAL Material	(4,410.66)
			MARKUP	15% (661.60)
			TOTAL Material COSTS	(5,072.26)
C Subcontractor	Axis CO#5a	Credit Level Switches		(1,865.13)
	Axis CO#6a	New PLC Panels		25,452.98
		MARKUP	5%	\$1,179.39
			TOTAL SUBCONTRACTOR COSTS	23,587.85
Equipment				
D	Truck Cal-trans #00-06	(108.65) hrs \$19.98		\$0.00
			MARKUP	15% (\$2,170.83)
			TOTAL equipment COSTS	-\$2,496.45
E			PCO#8 r3 Altn	\$6,334.35
			TOTAL A+B+C+D	\$9,175.77

EW#4r1

Credit

a Cores from RIO 5

qty	size	Material \$	Total Material	Labor hrs	Labor Total hrs
-9	0.75	\$40.00	(\$360.00)	0.2	(1.80)
-6	1	\$45.00	(\$270.00)	0.25	(1.50)
-6	1.5	\$60.00	(\$360.00)	0.3	(1.80)
-2	2	\$65.00	(\$130.00)	0.4	(0.80)

b Conduits (includes LS Conduits)

-500	0.75	\$1.15	(\$575.00)	0.0372	(18.60)
-200	1	\$1.67	(\$334.00)	0.394	(78.80)
-40	1.5	\$2.74	(\$109.60)	0.394	(15.76)
-40	2	\$3.65	(\$146.00)	0.394	(15.76)

c Wire

-9000 #14		0.0683	(\$614.70)	0.00394	(35.46)
-1000 #12		\$0.14	(\$140.00)	0.0042	(4.20)
-1900 TSP		\$1.20	(\$2,280.00)	0.007	(13.30)

d Wire Terms

-368 #14, 12 & TSP		\$0.52	(\$191.36)	0.09	(33.12)
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Adders

e Larger Stainless Steel supports for Larger Panels

4		\$200.00	\$800.00	0.5	2.00
---	--	----------	----------	-----	------

f Additional conduit/cores for relocated LS

4	1	\$75.00	\$300.00	0.4	1.60
---	---	---------	----------	-----	------

Totals

			(\$4,410.66)		(217.30)
--	--	--	--------------	--	----------



Coleman-Pacific, Inc.

10/22/2012

Extra work order# PCO#8 rev 3
Install S-300 conduit and (23) TSp wire from RIO Panel to Precast pull box

3"Alumn conduit
23 # 2/c #16 Wire 600v

A Labor		JYMN	36.44	hrs x \$75.66	\$2,757.05	
		Labor	36.44	hrs x \$81.58	\$2,972.78	
Total hours			72.88			
					SUBTOTAL LABOR	5,729.83
					MARKUP 15%	859.47
					TOTAL LABOR COSTS	6,589.30
B Material						
						\$7,076.99
					SUBTOTAL Material	\$7,076.99
					tax 8.75%	\$619.24
					SUBTOTAL Material	7,696.23
					MARKUP 15%	1,154.43
					TOTAL Material COSTS	8,850.66
C Subcontractor						
					MARKUP 0%	\$0.00
					TOTAL SUBCONTRACTOR COSTS	0.00
D Equipment						
						\$148.56
						\$728.07
					MARKUP 15%	\$22.28
					TOTAL equipment COSTS	\$898.92
					TOTAL A+B+C+D	\$16,338.88

Alternate Extra work order# PCO#8ALT
Install S-300 conduit and (2) TSP only from RIO Panel to Precast pull box
3"Alumn conduit

A Labor		JYMN	15.00	hrs x \$75.66	\$1,134.90	
		Labor	15.00	hrs x \$81.58	\$1,223.70	
Total hours			30.00			
					SUBTOTAL LABOR	2,358.60
					MARKUP 15%	353.79
					TOTAL LABOR COSTS	2,712.39
B Material						
						\$2,519.87
					SUBTOTAL Material	\$2,519.87
					tax 8.75%	\$220.49
					SUBTOTAL Material	2,740.36
					MARKUP 15%	411.05
					TOTAL Material COSTS	3,151.41
C Subcontractor						
					MARKUP 0%	\$0.00
					TOTAL SUBCONTRACTOR COSTS	0.00
D Equipment						
						\$148.56
						\$299.70
					MARKUP 15%	\$22.28
					TOTAL equipment COSTS	\$470.54
					TOTAL A+B+C+D	\$6,334.35

ALT only if EWO# is accepted

3
ITEM 8C



ACS Engineering Inc.

CHANGE ORDER REQUEST No. 5a

DATE: 11/12/ 2012

PROJECT OWNER: Las Virgenes Joint Powers Authority,
PROJECT: Ammonia Storage and Feed Facility Improvements
PROJECT No: 120118
RE: RFI#29 Response
Via: Email/Fax

DESCRIPTION OF CHANGE:

1. Change LSH-3141 to a pipe leak detection type.
2. Delete LSH-3100, LSH-3200, LSH-3500, LSH-004 , LSH-026, LSH-027 and LSH-3214.
3. LSH-3215 to be relocated inside the (E) SBS Tank Containment area.
4. CAD and Documentation.

ITM	QTY	Description	Each(\$)	Amount \$
1	1	LSH-3141 pipe leak detector	385.00	385.00
2	LS	Tax on Materials @8.25%		31.76
3	4	Labor (CAD, Documentation)	87.00	348.00
4	LS	ACSE mark up on material @ 15%	62.51	62.51
5	LS	ACSE mark up on Labor @ 20%	69.60	69.60
6	1	Credit for one (1) Level Switch (Float type)	-(67.00)	-(67.00)
7	7	Credit for seven(7) Level Switches (leak detect)	-(385)	-(2,695.00)
8		Total Credit		(\$1865.13)

APPROVED BY: _____

Date: ___/___/___

Signature: _____

Comments:.....
.....
.....

Please send approval back to ACSE Via: Email/ Fax: (949) 215-1117

4



ACS Engineering Inc.

CHANGE ORDER REQUEST No. 6a-R1

DATE: 11/26/ 2012

PROJECT OWNER: Las Virgenes Joint Powers Authority
PROJECT: Ammonia Storage and Feed Facility Improvements
PROJECT No: 120118
RE: New communication design
Via: Email/Fax

DESCRIPTION OF CHANGE:

1. Adding new PLC panels in place of station panels per provided MSO's drawing.
2. Additional CAD, Documentation, Assembly and wiring.

ITM	QTY	Description	Each(\$)	Extended(\$)
1	LS	Panel AA-LCP-03, Hoffman A48H3608SSLP NEMA 4X wall mounted enclosure with all PLC components and misc. parts per attached data and spread sheets; material only.	11,199.23	11,199.23
2	LS	Panel SBS-LCP-001, Hoffman A48H3608SSLP NEMA 4X wall mounted enclosure with all PLC components and misc. parts per attached data and spread sheets; material only.	11,129.00	11,129.00
3	LS	Panel SHC-LCP-001, Hoffman A48H3608SSLP NEMA 4X wall mounted enclosure with all PLC components and misc. parts per attached data and spread sheets; material only.	10,790.00	10,790.00
4	LS	Tax on Materials @7.75%		2,566.55
5	LS	Labor (CAD, Documentation, assembly and wiring) for panel AA-LCP-03	3,480.00	3,480.00
6	LS	Labor (CAD, Documentation, assembly and wiring) for panel SBS-LCP-001	3,650.00	3,650.00
7	LS	Labor (CAD, Documentation, assembly and wiring) for panel SHC-LCP-001	3,219.00	3,219.00
8	LS	ACSE mark up @ 15%	6,905.08	6,905.08
9	LS	Credit for three (3) station panels	-(11,940.00)	-(11,940.00)
10	LS	Credit for Modification to the existing PLC panel.	-(15,546.00)	-(15,546.00)
11		Total		\$ 25,452.98

Please send approval back to ACSE Via: Email/ Fax: (949) 215-1117

PANELS

CO# 6A

DESCRIPTION	MANUFACTURER	PART NUMBER	QTY	COST @	EXTENDED	Comments
ENCLOSURE, NAME 4X, 48x36x08	Hoffman	A48H3608SSLP	1	\$ 3,990.00	\$ 3,990.00	
BACK PANEL	Hoffman	A48P36	1	\$ 299.00	\$ 299.00	
Panel light	Hoffman	LF120V15-28	1	\$ 249.00	\$ 249.00	
KEYLOCKED LATCH	Hoffman	AL2CR	1	\$ 189.00	\$ 199.00	
REMOTE I/O	Modicon	170PNT11020	4	\$ 225.00	\$ 900.00	
MODBUS+ TAP	Modicon	990NAD230 00	4	\$ 31.08	\$ 124.32	
COMMUNICATION CABLES	Modicon	170MC1020	3	\$ 31.92	\$ 95.76	LENGTH .25 METER
MODBUS+ T CONNECTOR	Modicon	170XTS020 00	4	\$ 112.86	\$ 451.44	DND BASE
MODBUS+ TERMINATOR	Modicon	170XTS021 00	1	\$ 23.88	\$ 23.88	
TERMINAL POINTS	Modicon	170XTS00401	4	\$ 36.00	\$ 144.00	
DIGITAL INPUT 32 PTS	Modicon	170ADI35000	1	\$ 272.00	\$ 272.00	
DIGITAL OUTPUT 16 PTS	Modicon	170ADO35000	1	\$ 392.00	\$ 392.00	
ANALOG INPUT 16 PTS	Modicon	170AAH14000	1	\$ 656.83	\$ 656.83	
ANALOG OUTPUT 4 PTS	Modicon	170AAO92100	2	\$ 780.00	\$ 1,560.00	
POSITION SELECTOR SWITCH	SQ D	9001SKS11BH1	4	\$ 102.00	\$ 408.00	
PILOT LIGHT	SQ D	9001SKT1	4	\$ 131.00	\$ 524.00	
DC POWER SUPPLY	SOLA	SDNS-24-100P	1	\$ 163.00	\$ 163.00	
NAME PLATES	N/A	Misc	3	\$ 10.00	\$ 30.00	
CB	PHOENIX	802072	3	\$ 45.00	\$ 135.00	
FB	PHOENIX	3004100	8	\$ 12.00	\$ 96.00	
TB	PHOENIX	3004102	100	\$ 2.00	\$ 200.00	
RELAYS & Sockets	IDEC	RH2B-UL/SH2B	8	\$ 24.00	\$ 192.00	
WW	PANDUIT	3240199	1	\$ 12.00	\$ 12.00	
DIN RAIL	PHOENIX	801733	2	\$ 18.00	\$ 32.00	
WIRE	HOUSTON WIRE	AWG#14	1	\$ 50.00	\$ 50.00	
TOTAL MATERIAL					\$ 11,189.23	
LABOR						
CAD AND DESIGN			8	\$ 87.00	\$ 696.00	
ASSEMBLY AND WIRING			32	\$ 87.00	\$ 2,784.00	
TOTAL LABOR					\$ 3,480.00	

Change From 4/x to
32 or 12
Save \$ 2,000 per Panel

Bryan Coleman

From: Arcelio Aguilar <aaguilar@gseconstruction.com>
Sent: Thursday, November 01, 2012 11:00 AM
To: Bryan Coleman
Cc: Anthony Clark
Subject: Communication schematic
Attachments: New.Chem.Comm.r2.pdf; PANELS.LIST.xlsx




Hello Bryan:

Attached you will find what we received from James for the communications/Controls changes. TJ will follow up with the formal transmittal.

Regards,



C O N S T R U C T I O N

Arcelio Aguilar | Superintendent
GSE Construction Company Inc.
24844 Anza Drive, Suite C # Valencia, CA 91354
tel (661) 295-4960 * cell (925) 525-2312 * fax (661) 295-5031
website | vCard | map | email   

Licensed In: CA - 401498 * AZ - 247793, 247794 * CO - 2853739 * ID - 27959 * NV - 70179, 72325 * OR - 180321 * WA - 602851835
Classifications: A, B, C16, C36, Hazardous Materials and Asbestos Certified

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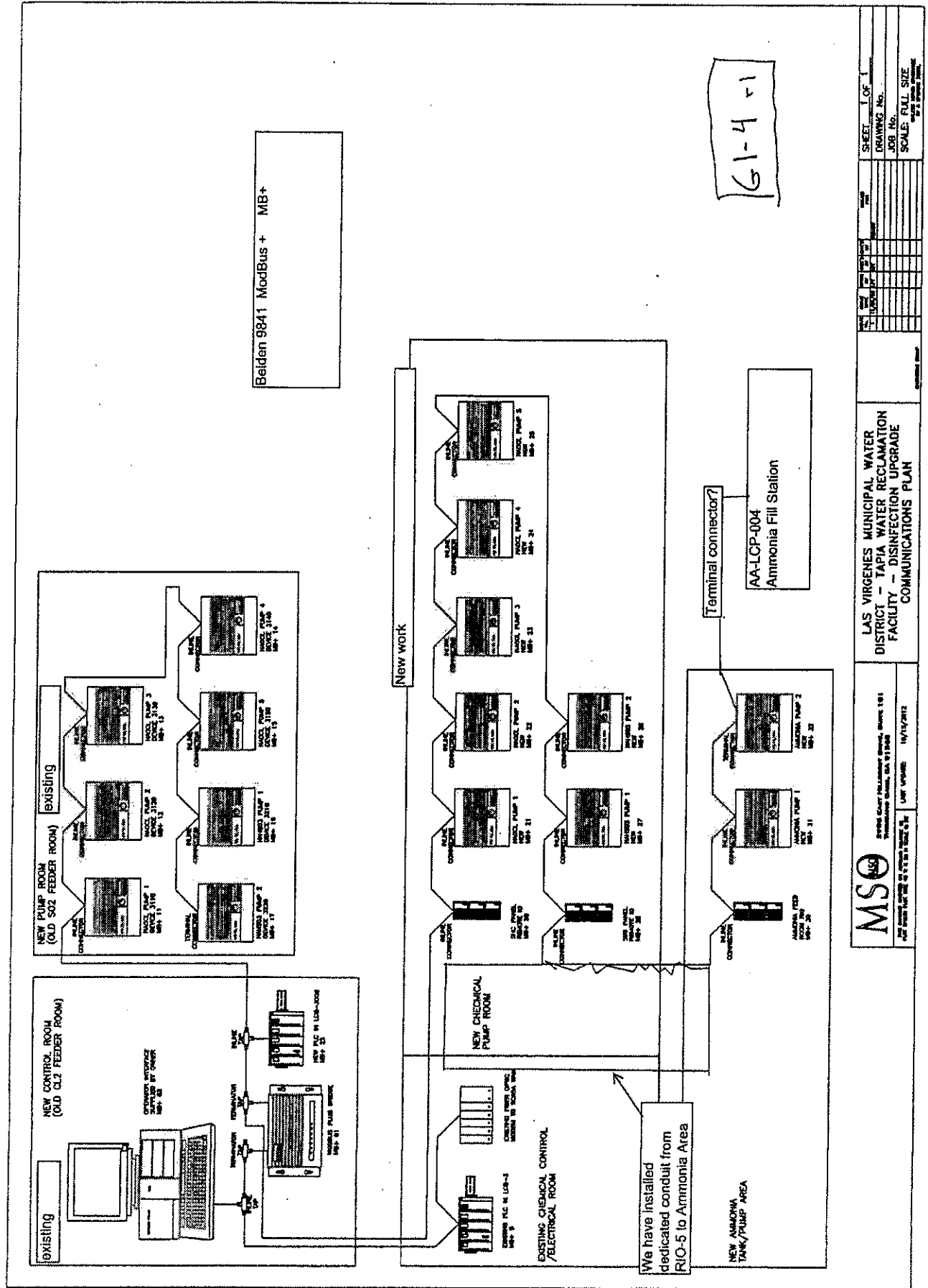
From: Spicer, James [<mailto:JSpicer@lvmwd.com>]
Sent: Thursday, November 01, 2012 10:40 AM
To: Arcelio Aguilar
Subject: Communication schematic

Arcelio,

Attached is a spreadsheet that splits up the input/output points amongst the different control panels. Also, is a modified Communication schematic.

James Spicer, PE
Las Virgenes Municipal Water District
Tel: 818-251-2142
Fax: 818-251-2159

TAG No.	DESCRIPTION	CONTROL PANEL	TYPE	AI	AO	DI	DO	
SHC Panel								
PSH-3143	EYEWASH STATION (OUTSIDE OLD SHC & SBS FEED ROOM) FLOW SWITCH HIGH	SHC-LCP-001	DI			1		
FTI-3100	SODIUM HYPOCHLORITE TO FILTER INFLUENT (INI POINT 1) FLOW INDICATING TRANSMITTER	SHC-LCP-001	DI					
LAH-3100	SODIUM HYPOCHLORITE INJECTION POINT 1 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI				1	
LAH-3200	SODIUM HYPOCHLORITE INJECTION POINT 2 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3300	SODIUM HYPOCHLORITE INJECTION POINT 3 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3400	SODIUM HYPOCHLORITE INJECTION POINT 4 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3500	SODIUM HYPOCHLORITE INJECTION POINT 5 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3600	SODIUM HYPOCHLORITE INJECTION POINT 6 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3700	SODIUM HYPOCHLORITE INJECTION POINT 7 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3800	SODIUM HYPOCHLORITE INJECTION POINT 8 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-3900	SODIUM HYPOCHLORITE INJECTION POINT 9 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
LAH-4000	SODIUM HYPOCHLORITE INJECTION POINT 10 PIPE CONTAINMENT LEAK SWITCH	SHC-LCP-001	DI					
FTI-3100	SODIUM HYPOCHLORITE TO FILTER INFLUENT (INI POINT 1) FLOW INDICATING TRANSMITTER	SHC-LCP-001	AI	1				
FI-3100	SODIUM HYPOCHLORITE TO FILTER INFLUENT (INI POINT 1) FLOW INDICATOR	SHC-LCP-001	AO		1			
FTI-3200	SODIUM HYPOCHLORITE TO FILTER EFFLUENT (INI POINT 2) FLOW INDICATING TRANSMITTER	SHC-LCP-001	AI	1				
FI-3200	SODIUM HYPOCHLORITE TO FILTER EFFLUENT (INI POINT 2) FLOW INDICATOR	SHC-LCP-001	AO		1			
FTI-3400	SODIUM HYPOCHLORITE TO BAL POND/RAS (INI POINT 3) FLOW INDICATING TRANSMITTER	SHC-LCP-001	AI	1				
FI-3400	SODIUM HYPOCHLORITE TO BAL POND/RAS (INI POINT 3) FLOW INDICATOR	SHC-LCP-001	AO		1			
FTI-3500	SODIUM HYPOCHLORITE TO CHLORINE CONTACT TANK (INI POINT 4) FLOW INDICATING TRANSMITTER	SHC-LCP-001	AI	1				
FI-3500	SODIUM HYPOCHLORITE TO CHLORINE CONTACT TANK (INI POINT 4) FLOW INDICATOR	SHC-LCP-001	AO		1			
LI-3000A	SODIUM HYPOCHLORITE TANK 1 LEVEL	SHC-LCP-001	AO		1			
LI-3000B	SODIUM HYPOCHLORITE TANK 2 LEVEL	SHC-LCP-001	AO		1			
LI-3000C	SODIUM HYPOCHLORITE TANK 3 LEVEL	SHC-LCP-001	AO		1			
LI-3000D	SODIUM HYPOCHLORITE TANK 4 LEVEL	SHC-LCP-001	AO		1			
PSH-3100	SODIUM HYPOCHLORITE FEED PUMP NO.1 DISCHARGE PRESSURE SWITCH HIGH	SHC-LCP-3100						
HS-3100A	SODIUM HYPOCHLORITE FEED PUMP NO.1 PUMP IN AUTO	SHC-LCP-001	DI			1		
YL-3100	SODIUM HYPOCHLORITE FEED PUMP NO.1 PUMP RUNNING	SHC-LCP-001	DI			1		
YA-3100	SODIUM HYPOCHLORITE FEED PUMP NO.1 PUMP VFD FAIL	SHC-LCP-001	DI			1		
YC-3100	SODIUM HYPOCHLORITE FEED PUMP NO.1 PUMP START/STOP	SHC-LCP-001	DI			1		
SC-3100	SODIUM HYPOCHLORITE FEED PUMP NO.1 PUMP SPEED CONTROL	SHC-LCP-001	MB+					
PSH-3200	SODIUM HYPOCHLORITE FEED PUMP NO.2 DISCHARGE PRESSURE SWITCH HIGH	SHC-LCP-3200						
HS-3200A	SODIUM HYPOCHLORITE FEED PUMP NO.2 PUMP IN AUTO	SHC-LCP-001	DI			1		
YL-3200	SODIUM HYPOCHLORITE FEED PUMP NO.2 PUMP RUNNING	SHC-LCP-001	DI			1		
YA-3200	SODIUM HYPOCHLORITE FEED PUMP NO.2 PUMP VFD FAIL	SHC-LCP-001	DI			1		
YC-3200	SODIUM HYPOCHLORITE FEED PUMP NO.2 PUMP START/STOP	SHC-LCP-001	DI			1		
SC-3200	SODIUM HYPOCHLORITE FEED PUMP NO.2 PUMP SPEED CONTROL	SHC-LCP-001	MB+					
PSH-3300	SODIUM HYPOCHLORITE FEED PUMP NO.3 DISCHARGE PRESSURE SWITCH HIGH	SHC-LCP-3300						
HS-3300A	SODIUM HYPOCHLORITE FEED PUMP NO.3 PUMP IN AUTO	SHC-LCP-001	DI			1		
YL-3300	SODIUM HYPOCHLORITE FEED PUMP NO.3 PUMP RUNNING	SHC-LCP-001	DI			1		
YA-3300	SODIUM HYPOCHLORITE FEED PUMP NO.3 PUMP VFD FAIL	SHC-LCP-001	DI			1		
YC-3300	SODIUM HYPOCHLORITE FEED PUMP NO.3 PUMP START/STOP	SHC-LCP-001	DI			1		
SC-3300	SODIUM HYPOCHLORITE FEED PUMP NO.3 PUMP SPEED CONTROL	SHC-LCP-001	MB+					
PSH-3400	SODIUM HYPOCHLORITE FEED PUMP NO.4 DISCHARGE PRESSURE SWITCH HIGH	SHC-LCP-3400						
HS-3400A	SODIUM HYPOCHLORITE FEED PUMP NO.4 PUMP IN AUTO	SHC-LCP-001	DI			1		
YL-3400	SODIUM HYPOCHLORITE FEED PUMP NO.4 PUMP RUNNING	SHC-LCP-001	DI			1		
YA-3400	SODIUM HYPOCHLORITE FEED PUMP NO.4 PUMP VFD FAIL	SHC-LCP-001	DI			1		
YC-3400	SODIUM HYPOCHLORITE FEED PUMP NO.4 PUMP START/STOP	SHC-LCP-001	DI			1		
SC-3400	SODIUM HYPOCHLORITE FEED PUMP NO.4 PUMP SPEED CONTROL	SHC-LCP-001	MB+					
PSH-3500	SODIUM HYPOCHLORITE FEED PUMP NO.5 DISCHARGE PRESSURE SWITCH HIGH	SHC-LCP-3500						
HS-3500A	SODIUM HYPOCHLORITE FEED PUMP NO.5 PUMP IN AUTO	SHC-LCP-001	DI			1		
YL-3500	SODIUM HYPOCHLORITE FEED PUMP NO.5 PUMP RUNNING	SHC-LCP-001	DI			1		
YA-3500	SODIUM HYPOCHLORITE FEED PUMP NO.5 PUMP VFD FAIL	SHC-LCP-001	DI			1		
YC-3500	SODIUM HYPOCHLORITE FEED PUMP NO.5 PUMP START/STOP	SHC-LCP-001	DI			1		
SC-3500	SODIUM HYPOCHLORITE FEED PUMP NO.5 PUMP SPEED CONTROL	SHC-LCP-001	MB+					
				Totals	4	8	15	0
TAG No.	DESCRIPTION	CONTROL PANEL	TYPE	AI	AO	DI	DO	
SBS Panel								
FTI-3213	SODIUM BISULFITE TO DECHLORAMINATION FLOW INDICATING TRANSMITTER	SBS-LCP-001	AI	1				
FI-3213	SODIUM BISULFITE TO DECHLORAMINATION FLOW INDICATOR	SBS-LCP-001	AO		1			
PSH-3210	EYEWASH STATION (SODIUM BISULFITE) IN USE FLOW SWITCH HIGH	SBS-LCP-001	DI			1		
LAH-3210	SODIUM BISULFITE DISCHARGE PIPE CONTAINMENT LEAK SWITCH	SBS-LCP-001	DI					
LAH-3211	SODIUM BISULFITE DISCHARGE PIPE CONTAINMENT LEAK ALARM	SBS-LCP-001	DI					
LSH-3215	SODIUM BISULFITE SUCTION PIPE CONTAINMENT LEAK	SBS-LCP-001	DI			1		
LAH-3215	SODIUM BISULFITE SUCTION PIPE CONTAINMENT LEAK ALARM	SBS-LCP-001	DI			1		
LI-3201	SODIUM BISULFITE TANK 1 LEVEL, Mixing	SBS-LCP-001	AO		1		1	
LI-3202	SODIUM BISULFITE TANK 2 LEVEL, Mixing	SBS-LCP-001	AO		1			
PSH-3211	SODIUM BISULFITE FEED PUMP NO.1 PRESSURE SWITCH HIGH	SBS-LCP-3211						
HS-3211	SODIUM BISULFITE FEED PUMP NO.1 AUTO	SBS-LCP-001	DI			1		
YL-3211	SODIUM BISULFITE FEED PUMP NO.1 RUNNING	SBS-LCP-001	DI			1		
YA-3211	SODIUM BISULFITE FEED PUMP NO.1 FAR	SBS-LCP-001	DI			1		
YC-3211	SODIUM BISULFITE FEED PUMP NO.1 START/STOP	SBS-LCP-001	DI			1		
SC-3211	SODIUM BISULFITE FEED PUMP NO.1 SPEED CONTROL	SBS-LCP-001	MB+					
PSH-3212	SODIUM BISULFITE FEED PUMP NO.2 PRESSURE SWITCH HIGH	SBS-LCP-3212						
HS-3212	SODIUM BISULFITE FEED PUMP NO.2 AUTO	SBS-LCP-001	DI			1		
YL-3212	SODIUM BISULFITE FEED PUMP NO.2 RUNNING	SBS-LCP-001	DI			1		
YA-3212	SODIUM BISULFITE FEED PUMP NO.2 FAIL	SBS-LCP-001	DI			1		
YC-3212	SODIUM BISULFITE FEED PUMP NO.2 START/STOP	SBS-LCP-001	DI			1		
SC-3212	SODIUM BISULFITE FEED PUMP NO.2 SPEED CONTROL	SBS-LCP-001	MB+					
				Totals	1	3	8	1



61-4 v1

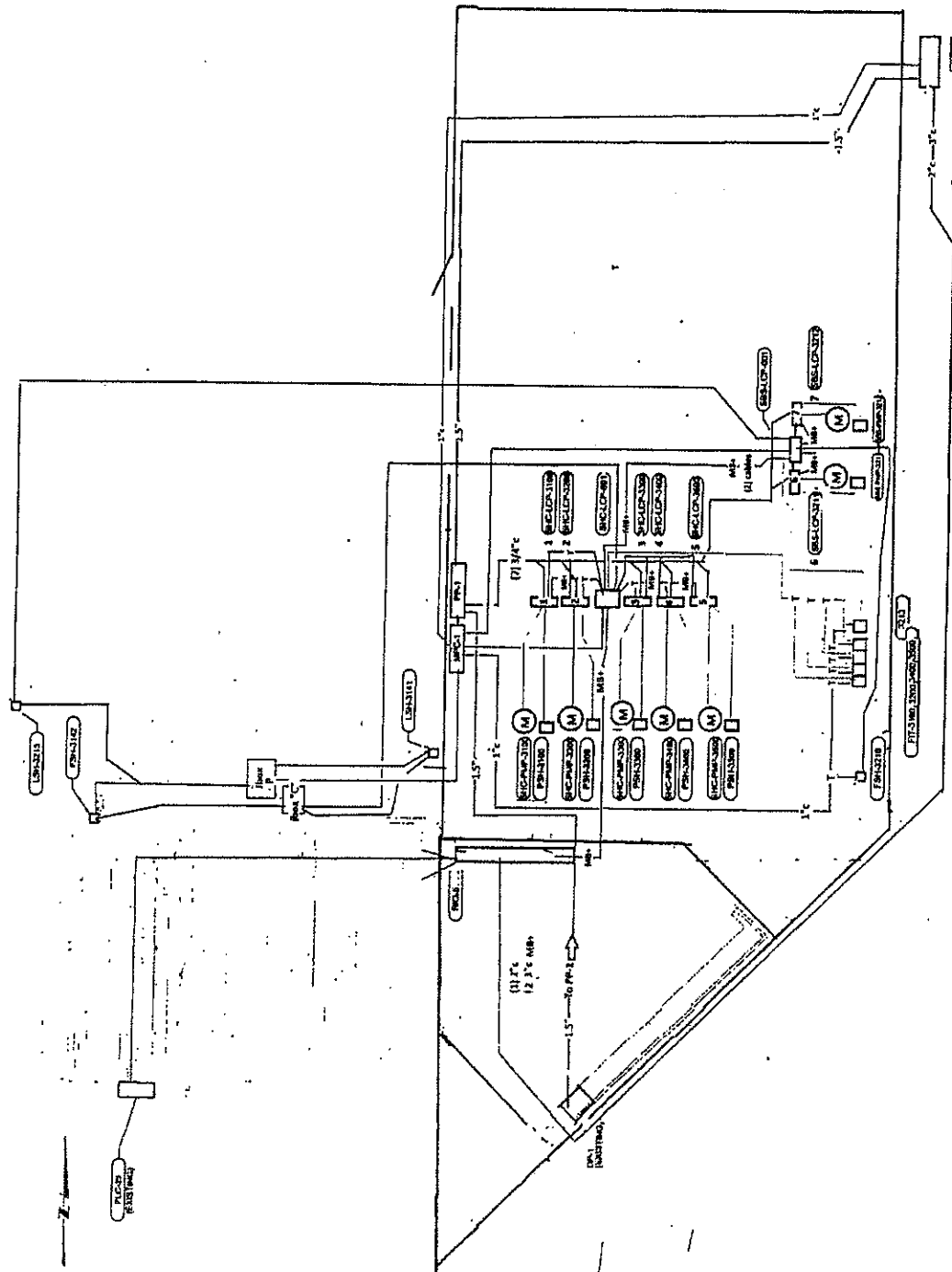
<p>MSO</p> <p>MEMBER SINCE 1988 (MEMBERSHIP NUMBER: 1081)</p> <p>1000 SOUTH MAIN STREET, SUITE 100, CHARLOTTE, NC 28202</p> <p>DATE: 04/15/2012</p>		<p>LAS VIRGENES MUNICIPAL WATER DISTRICT - TAPIA WATER RECLAMATION FACILITY - DISINFECTION UPGRADE COMMUNICATIONS PLAN</p>	
<p>PROJECT NO. 1000000000</p> <p>DRAWING NO. 1000000000</p> <p>JOB NO. 1000000000</p> <p>SCALE: FULL SIZE</p> <p>DATE: 04/15/2012</p>		<p>SHEET 1 OF 1</p>	

GENERAL SHEET NOTES

1. EQUIPMENT GROUNDING FOR EACH PUMP MOTOR SHALL BE ADDED TO EXISTING GROUND RING WITH 40M SC CONDUCTOR

SHEET KEYNOTES

A. UTILIZE EXISTING CABINET FOR NEW REMOTE IO UNIT. REMOVE EXISTING CONTENTS AS NECESSARY. IF NO POWER RECEPTACLE AVAILABLE IN EXISTING CABINET, PULL 20A CIRCUIT FROM NEW MCC-1.



SHEET E-8 OF 8

100% NEW AMMONIA FEED PROJECT
 CHEMICAL BUILDING
 ELECTRICAL
 EXISTING CHEMICAL ROOM

LAS VEGAS, TRILANCO
 JOINT POWERS AUTHORITY
 AMMONIA STORAGE AND FEED FACILITIES



APPROVED BY: [Signature]
 DATE: 10/10/10

DATE: 10/10/10
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

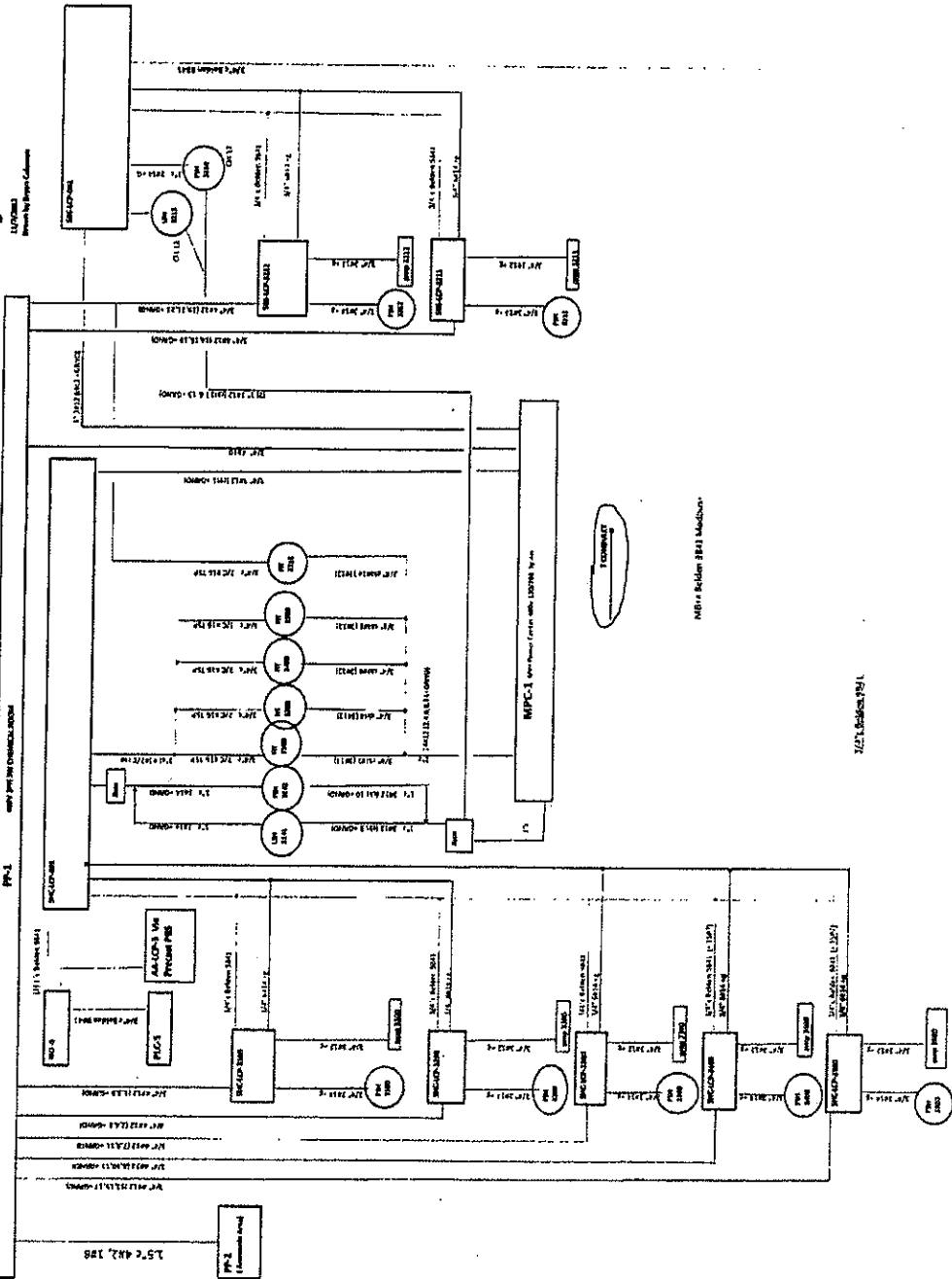
SCALE: 1/8" = 1'-0"

REVISIONS:

NO.	DATE	BY	DESCRIPTION

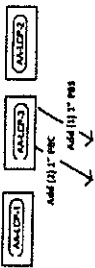


Chemical Bldg --- SHC & SBS Systems



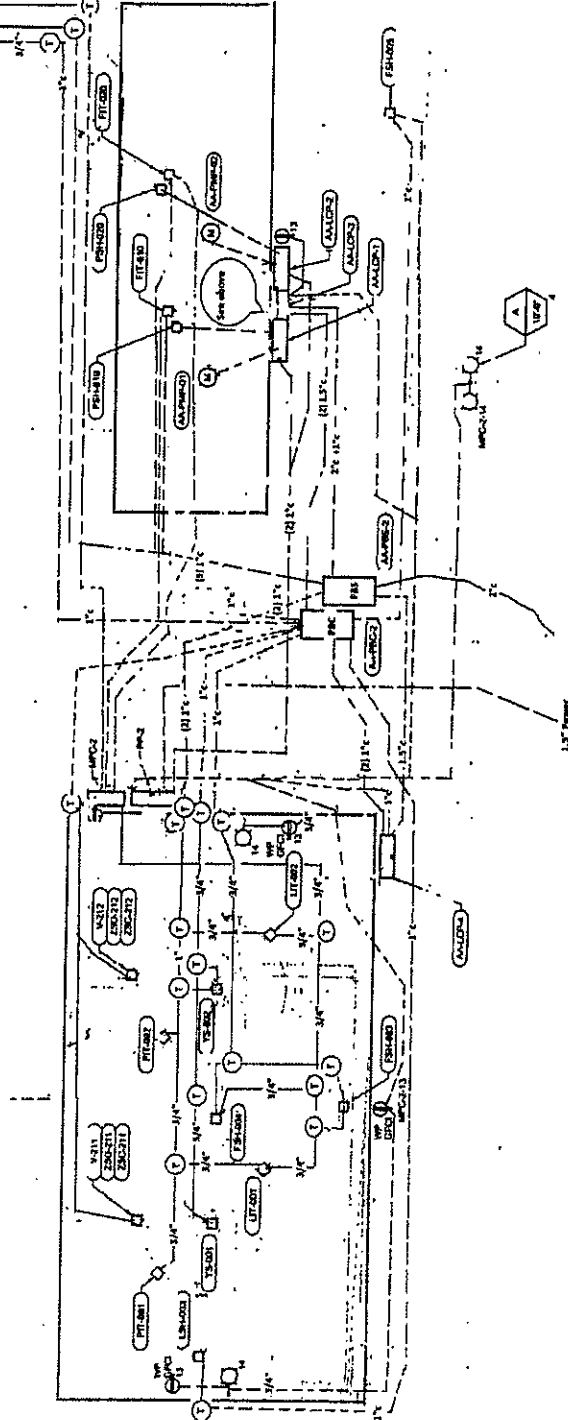
ESA

GENERAL SHEET NOTES



Revised 11-15-2012

Conduit within containment area shall be exposed Alum. Junction boxes and Condulets will be used. Control wiring will be grouped within single conduit, and then boxes or conduits will be used to break-off to instrument or device. Signal power and control circuits will not be mixed.



TYPE	NO. LAMP UNITS	VOLTAGE	MANUFACTURER AND MODEL NUMBER	DESCRIPTION
A	1	120V	ACLOWAVE PETROLUX 8 80W PET-118M-12-200W UNAPPROVED EQUAL	METAL HALIDE LUMINAIRE, 8\"/>

LUMINAIRE SCHEDULE

MWH
 LAS VIRGENES - TRIUNFO
 JUNET POWERS AUTHORITY
 AMMONIA STORAGE AND FEED FACILITIES
 AMMONIA STORAGE ELECTRICAL PLAN

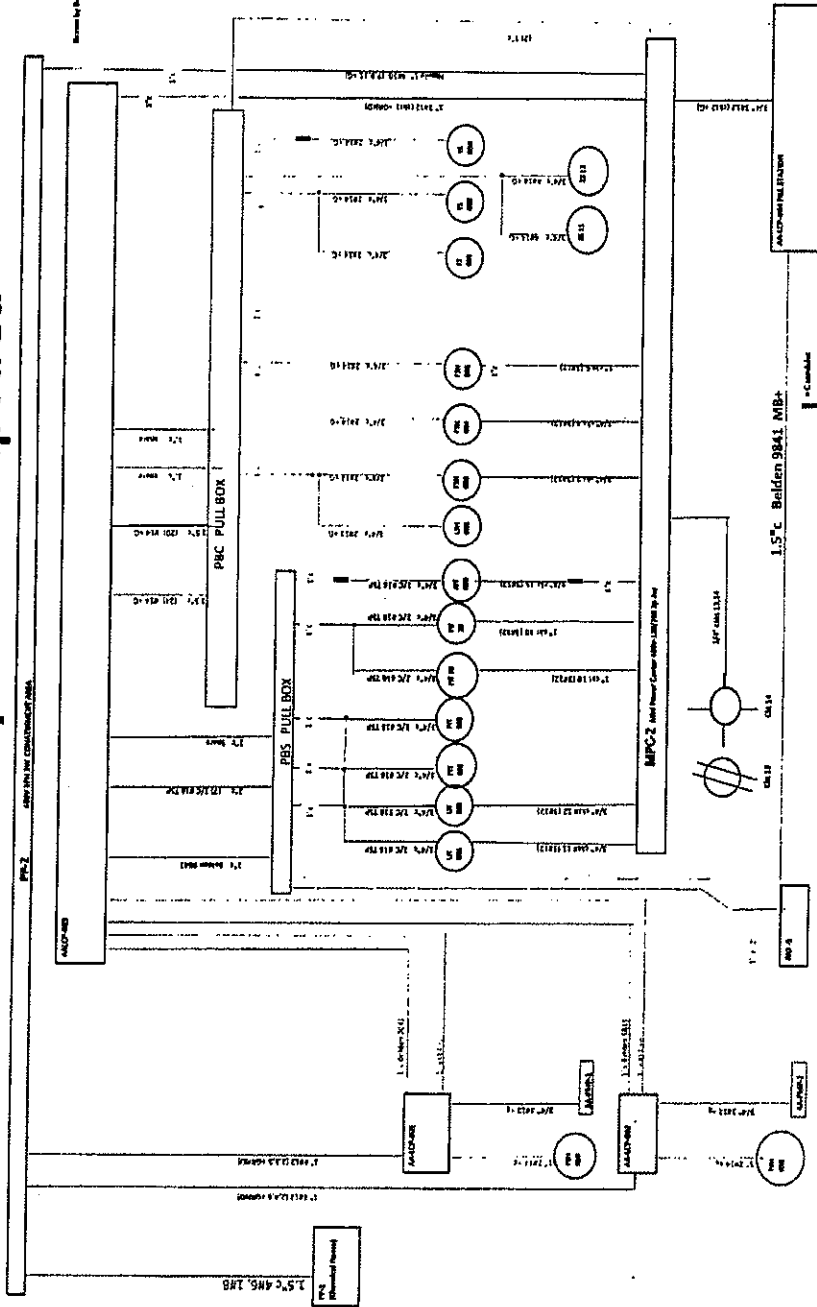


SHEET E-9 F



Ammonia/Tank - Pump Area

11/15/2012
Revised by Ryan Collins



E-SB



C O N S T R U C T I O N

Document 631-LTC-13

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

**RE: Proposed Change Order #18
Tapia WRF Alternative Disinfection - 631**

Dear James Spicer,

We request approval of our Proposed Change Order # 18 for the additional modifications to the PLC.

The total cost for this extra work is \$5,046.00

No additional time is required as a result of this change.

Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Clark', with a long horizontal stroke extending to the right.

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No.: 631

DATE: 1/22/2013
 GSE CC PCO # 18
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION OF CHANGE		Additional Costs Associated with PCO #10 for PLC Modifications												
DESCRIPTION	QUANTITY	UNIT	UNIT PRICES			LABOR				DIRECT COSTS			TOTAL DIRECT COST	
			EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	S/CONTRACT			
COLEMAN ELECTRIC														
Additional PLC Modifications	1	LS	\$0	\$0	0	0.0			\$0	\$0	\$0	\$4,664.85	\$4,664.85	
Sales tax														
TOTALS									\$0	\$0	\$0	\$4,665	\$4,664.85	
MARKUP EQUIPMENT						0.0	#DIV/0!		\$0	\$0	\$0	\$4,665	\$0	
MARKUP MATERIALS									\$0	\$0	\$0	\$0	\$0	
MARKUP ON LABOR									\$0	\$0	\$0	\$0	\$0	
MARKUP SUBCONTRACTS												\$233	\$233	
BOND and INSURANCE (all risk)												\$49	\$49	
Allowance for Small Tools												\$98.94	\$98.94	
TOTAL CHANGE COST													\$5,046	



1/16/2013

EW#6

Reference: **Attached BOM**

Additional changes to control System, Based on new materail list developed by Lloyd Trick-MSO

A Labor	JYMN	0.00	hrs x \$75.66	\$0.00	
	Labor	0.00	hrs x \$81.58	\$0.00	
	Total hours	0.00			
				SUBTOTAL LABOR	0.00
				MARKUP	0.00
				TOTAL LABOR COSTS	0.00
B Material					
				SUBTOTAL Material	\$0.00
	tax	8.75%			\$0.00
				SUBTOTAL Material	0.00
				MARKUP	15% 0.00
				TOTAL Material COSTS	0.00
C Subcontractor	ACSE AA-LCP-003				\$1,349.67
	ACSE SBS-LCP-001				\$1,357.05
	ACSE SVHC-LCP-001				\$1,349.67
				MARKUP	15% \$608.46
				TOTAL SUBCONTRACTOR COSTS	\$4,664.85
Equipment					
D	Truck Cal-trans #00-06	0.00	hrs. \$19.98		\$0.00
				MARKUP	\$0.00
				15%	\$0.00
				TOTAL equipment COSTS	\$0.00
E				TOTAL A+B+C+D	\$4,664.85

Bryan Coleman

* **From:** Lloyd Trick <ltrick@msotech.com>
Sent: Wednesday, January 16, 2013 3:05 PM
To: Bryan Coleman
Subject: RE: TAPIA CHANGE R1

I went through and did a blind cost comparison and the my findings are similar.

From: Bryan Coleman [<mailto:Bryan@coleman-pacific.com>]
Sent: Wednesday, January 16, 2013 12:50 PM
To: Lloyd Trick
Subject: FW: TAPIA CHANGE R1

Lloyd

See attached and below.

If this is what you want, I will forward an official copy to the GC for approval. Then we can hopefully get the submittal process back on.

Thank you

Bryan W. Coleman, CEO
Coleman-Pacific, Inc
Specialty Electrical Contractors

From: Bob Kavoossi [<mailto:Bobk@ACSEngineering.net>]
Sent: Wednesday, January 16, 2013 12:46 PM
To: Bryan Coleman
Cc: Emily Coleman
Subject: FW: TAPIA CHANGE R1

Bryan,

Here is the extra material that Lloyd has asked for . I did not charge you for the CAD and engineering.

BK

From: MARC SILVA [<mailto:silvam@acsengineering.net>]
Sent: Wednesday, January 16, 2013 12:42 PM
To: 'Bob Kavoossi'
Subject: TAPIA CHANGE R1

Hi bob,

Please see attachment.



ACS Engineering Inc.®

Bid No: BID_13130a

01/15/2013

**Project: Las Virgenes Joint Powers Authority,
Ammonia Storage and Feed Facility Improvements**

Re: Extra PLC Cost For AA-LCP-003 Panel.

* This is cost for extra PLC parts.

ITM	QTY	P/N	DESCRIPTION	EACH	EXTENDED
1	1	171 CCC 760 10	CPU	\$826.00	\$826.00
2	1	172 PNN 210 22	MODBLUS +	\$534.00	\$534.00
3	4	170 INT 110 00	COMMUNICATION ADAPTER	\$189.00	\$756.00
4	4	170 XTS 009 00	COMMUNICATION CABLE	\$52.00	\$208.00
5	LS	TAX ON MATERIALS @ 7.75%			\$180.11
6	LS	MATERIALS SUBTOTAL			\$2,504.11
7	LS	ACSE MARK UP ON MATERIALS @ 15%			\$375.61
8	5	170 PNT 110 20	CREDIT FOR (5) MODBLUS +	-(\$252.00)	-(\$1,260.00)
9	5	990 NAD 230 00	CREDIT FOR MODBUS + TAP	-(\$32.00)	-(\$160.00)
10	LS	TAX CREDIT ON \$1,420.00 @ 7.75%			-(\$110.05)
11		TOTAL			\$1,349.67

TOTAL PRICE:

1. LUMP SUM COST:..... \$1,349.67

GENERAL TERMS/CONDITIONS:

1. We will not be responsible for field test/calibration of the equipment we are not providing.

Bob Kavoossi
ACSE Inc. X300



ACS Engineering Inc.®

Bid No: BID_13130a

01/15/2013

Project: **Las Virgenes Joint Powers Authority,
Ammonia Storage and Feed Facility Improvements**

Re: **Extra PLC Cost For SBS-LCP-001 Panel.**

*This is cost for extra PLC parts.

ITM	QTY	P/N	DESCRIPTION	EACH	EXTENDED
1	1	171 CCC 760 10	CPU	\$826.00	\$826.00
2	1	172 PNN 210 22	MODBLUS +	\$534.00	\$534.00
3	3	170 INT 110 00	COMMUNICATION ADAPTER	\$189.00	\$567.00
4	3	170 XTS 009 00	COMMUNICATION CABLE	\$52.00	\$156.00
5	LS	TAX ON MATERIALS @ 7.75%			\$161.43
6	LS	MATERIALS SUBTOTAL			\$2,244.43
7	LS	ACSE MARK UP ON MATERIALS @ 15%			\$336.66
8	4	170 PNT 110 20	CREDIT FOR (5) MODBLUS +	-\$252.00	-\$1,008.00
9	4	990 NAD 230 00	CREDIT FOR MODBUS + TAP	-\$32.00	-\$128.00
10	LS	TAX CREDIT ON \$1,136.00 @ 7.75%			-\$88.04
11		TOTAL			\$1,357.05

TOTAL PRICE:

1. **LUMP SUM COST:**.....\$1,357.05

GENERAL TERMS/CONDITIONS:

1. We will not be responsible for field test/calibration of the equipment we are not providing.

Bob Kavoossi
ACSE Inc. X300



ACS Engineering Inc.®

Bid No: BID_13130a

01/15/2013

Project: **Las Virgenes Joint Powers Authority,
Ammonia Storage and Feed Facility Improvements**

Re: **Extra PLC Cost For SHC-LCP-001Panel.**

✗ This is cost for extra PLC parts.

ITM	QTY	P/N	DESCRIPTION	EACH	EXTENDED
1	1	171 CCC 760 10	CPU	\$826.00	\$826.00
2	1	172 PNN 210 22	MODBLUS +	\$534.00	\$534.00
3	4	170 INT 110 00	COMMUNICATION ADAPTER	\$189.00	\$756.00
4	4	170 XTS 009 00	COMMUNICATION CABLE	\$52.00	\$208.00
5	LS	TAX ON MATERIALS @ 7.75%			\$180.11
6	LS	MATERIALS SUBTOTAL			\$2,504.11
7	LS	ACSE MARK UP ON MATERIALS @ 15%			\$375.61
8	5	170 PNT 110 20	CREDIT FOR (5) MODBLUS +	-(\$252.00)	-(\$1,260.00)
9	5	990 NAD 230 00	CREDIT FOR MODBUS + TAP	-(\$32.00)	-(\$160.00)
10	LS	TAX CREDIT ON \$1,420.00 @ 7.75%			-(\$110.05)
11		TOTAL			\$1,349.67

TOTAL PRICE:

1. **LUMP SUM COST:**..... \$1,349.67

GENERAL TERMS/CONDITIONS:

1. We will not be responsible for field test/calibration of the equipment we are not providing.

Bob Kavoossi
ACSE Inc. X300



C O N S T R U C T I O N

Document 631-LTC-7

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

RE: **Proposed Change Order #11**
Tapia WRF Alternative Disinfection - 631

Dear James Spicer,

We request approval of our Proposed Change Order # 11 to change the FRP Grating resin from polyester to vinyl ester per RFI #28.

The total cost for this extra work is \$707.33

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No. : 631

DATE: 10/23/2012
 GSE CC PO # 11
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICES			LABOR			EQUIP.			DIRECT COSTS			TOTAL DIRECT COST
			MATERIAL	LABOR		HOURS	RATE								
FIBERGRATE															
Vinyle Ester Resin	1	LS	\$0	\$0	0	0.0			\$0	\$544	\$0	\$0.00		\$544.00	
Sales tax	9.75	%								\$53				\$53	
TOTALS						0.0	#DIV/0!		\$0	\$597	\$0	\$0		\$597.04	
MARKUP EQUIPMENT									\$0					\$0	
MARKUP MATERIALS									\$90					\$90	
MARKUP ON LABOR										\$0				\$0	
MARKUP SUBCONTRACTS													\$0	\$0	
BOND and INSURANCE (all risk)														\$7	
Allowance for Small Tools														\$13.87	
TOTAL CHANGE COST														\$707.33	



Date: 10/08/12
Change Order 1

Change Order Form

Project:	Las Virgenes Ammonia Storage		
City:	Calabasas	State:	CA
Work Order No.:	725620	PO No.:	63104

Contact:	Tommy Waddell	Email:	twaddell@fibergrate.com
Phone:	(254)977-1342	Fax:	(254)977-1318

Attention:	TJ Clark	Phone:	(925)447-0292
Company:	GSE	Email:	aclark@gseconstruction.com

Action Requested:	Approval	Other:	
Probable Effect:	Increase Price	Value:	\$544.00

Reference:

Transmittal dated 10/05/12 which states Vicorr must be used in place of Corvex .
Spec. Section:
Addenda:

Description of Change: Fibergrate would like to request an adder to the original PO. The change order will be for the following:
The cost to change Corvex resin formulation to a Vicorr resin formulation per the customers request on 10/05/12 . The cost of Vicorr was not quoted due to the specs supplied 06610 per the customer clearly reads polyester resin on section 2.2 (E).

Other Comments: _____

 Approved By

 10.23.2012
 Date

GSE Construction

 Company



C O N S T R U C T I O N

Document 631-LTC-3

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

RE: Proposed Change Order #02
Tapia WRF Alternative Disinfection - 631

Dear James Spicer,

We request approval of our Proposed Change Order # 02 for demolition of the existing sidewalk per RFI #11.

The total cost for this extra work is \$562.00

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No.: 631

DATE: 9/17/2010
 GSE CC PCO # 02
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION OF CHANGE: Demo sections of sidewalk not shown on the contract drawings, pr RFI #11												
BRIEF DESCRIPTION OF CHANGE	QUANTITY	UNIT	UNIT PRICES			LABOR			DIRECT COSTS			TOTAL DIRECT COST
			EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	SUBCONTRACT	
SILVERADO												
Demo Sidewalk	1	LS	\$0	\$0	0	0.0			\$0	\$0	\$0	\$520
Sales tax	9.75%								\$0	\$0	\$0	\$0
TOTALS						0.0	#DIV/0!		\$0	\$0	\$0	\$520
MARKUP EQUIPMENT									\$0	\$0	\$0	\$0
MARKUP MATERIALS	15%								\$0	\$0	\$0	\$0
MARKUP ON LABOR	15%								\$0	\$0	\$0	\$0
MARKUP SUBCONTRACTS	5%										\$26	\$26
BOND and INSURANCE (all risk)	1%										\$5	\$5
Allowance for Small Tools	2%										\$11	\$11
TOTAL CHANGE COST												\$562



C O N S T R U C T I O N

Document 631-LTC-12

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

**RE: Proposed Change Order #09 R-1
Tapia WRF Alternative Disinfection - 631**

Dear James Spicer,

We request approval of our Proposed Change Order # 09 R-1 to credit the district for the two electrical pull boxes not used.

The total cost for this extra work is (\$1783.50)

No additional time is required as a result of this change.

Respectfully,

Anthony Clark, Project Manager
GSE Construction Co., Inc.

GSE CONSTRUCTION INC.
 PROJECT: TAPIA WRF ALTERNATIVE DISINFECTION PROJECT
 PROJECT No.: 631

DATE: 12/4/2012
 GSE CC PCO # 09 R-1
 CLIENTS CO #

CHANGE ORDER CALCULATION

DESCRIPTION OF CHANGE		Credit for Precast Pull Boxes													
DESCRIPTION	QUANTITY	UNIT	UNIT PRICES			LABOR			DIRECT COSTS				TOTAL DIRECT COST		
			EQUIP.	MATERIAL	LABOR	HOURS	RATE	EQUIP.	MATERIAL	LABOR	S/CONTRACT				
COLEMAN ELECTRIC															
Credit	1	LS	\$0	\$0	0	0.0			\$0	\$0	\$0	\$0	-\$1,783.50		-\$1,783.50
Sales tax															
TOTALS	9.75%					0.0	#DIV/0!		\$0.00	\$0.00	\$0.00	\$0.00	-\$1,783.50		-\$1,783.50
MARKUP EQUIPMENT		0 %							\$0						\$0
MARKUP MATERIALS		0 %								\$0					\$0
MARKUP ON LABOR		0 %									\$0				\$0
MARKUP SUBCONTRACTS		0 %											\$0		\$0
BOND and INSURANCE (all risk)		0 %													\$0
Allowance for Small Tools		0 %												\$0.00	\$0.00
TOTAL CHANGE COST															-\$1,783.50



PCO # 9?

11/30/2012

Extra work order# EW2r1

Credit Precast Pull Boxes Unable to fit boxes in locations/area as shown on drawings.

AA-PBS-1
AA-PBC-1

B Material credit (2) Boxes (\$1,640.00)

SUBTOTAL Material (\$1,640.00)
tax 8.75% (\$143.50)

SUBTOTAL Material (1,783.50)
TOTAL Credit COSTS (1,783.50)

BW



CONTRACT CHANGE ORDER
No. 4

4232 Las Virgenes Road
Calabasas, California 91302-1994

Project Tapia WRF Alternative Disinfection Project

Project No. Acct. No.10457.1880.505

Contractor GSE Construction, Inc.

Date March 5, 2013

CONTRACTOR CHANGE ORDER NO. 4 The Contractor is hereby authorized and directed to make the herein described changes from the Plans and Specifications or do the following work not included in the Plans and Specifications for the construction of this project.

This change requested by: GSE Construction, Inc.

DESCRIPTION OF CHANGE:

Description	Amount	Days
Modifications to platform height, including engineering, new stair location and concrete supports, extension of underground duct bank, repair and modifications of handrail all work was required for the relocation of the ammonia containment area.	\$25,573.02	0
TOTAL	\$25,573.02	0

INCREASES
TOTAL AT AGREED PRICES OR FORCE ACCOUNT \$25,573.02
DECREASES

Contract Change Order No. 4 Project No. _____ Acct. No. 10457.1880.505

Date March 5, 2013

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

INCREASES

Item	Description	Quantity	Unit Price	Total
------	-------------	----------	------------	-------

TOTAL INCREASES \$none

DECREASES

Item	Description	Quantity	Unit Price	Total
------	-------------	----------	------------	-------

TOTAL DECREASES \$none

TOTAL NET _____ IN CONTRACT ITEMS AT CONTRACT UNIT PRICES \$none

TOTAL COST OF THIS CHANGE ORDER \$ 25,573.02 **INCREASE**

DECREASE

It is agreed 0 consecutive calendar days extension of time will be allowed by reason of this change.

Recommended by

Departmental Approval

Brett Dingman
Brett Dingman
Water Reclamation Manager

David R. Lippman
Director of Facilities and Operations

ACCEPTED:

APPROVED:

Las Virgenes Municipal Water District

By: _____

By: _____
David Pedersen, General Manager

Date: _____

Date: _____

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

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

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

February 26, 1990

1 The Board of Directors of Las Virgenes Municipal Water District met in Regular Meeting at 4232 Las Virgenes Road, in Calabasas, California, on Monday, February 26, 1990.

The meeting was called to order by President Helsley at 8:06 PM.

Secretary Gavin called the roll. Those answering present were: Directors Dorgelo, Helsley, Stelle, Peterson, and Gavin.

Directors not present: None

The Chair declared a quorum present.

The Pledge of Allegiance to the Flag was given, led by Edward E. McCombs. (500)

2 Agenda Item 7F, Water System Design Report for Tentative Tract No. 46397, was removed from the Agenda and would be presented to the Board for consideration at a later date. The Chair then directed that the Agenda for the Regular Meeting of February 26, 1990, be approved as amended. (501)

4 General Manager McCombs noted that the List of Demands for 2/26/90 was replaced because of an error in check sequence. It was then moved by Director Stelle, seconded by Director Dorgelo, and carried unanimously, that Consent Calendar items 4A, 4B, 4C, 4D, 4E, 4F, 4G and 4H, be approved as presented. (503)

4A Minutes - Regular Meeting of January 8, 1990 and Special Meetings of January 22 and January 29, 1990. APPROVE

4B Corrected List of Demands - 2/26/90. APPROVE

4C Right-of-Way: Tract No. 35389, Portion of Lots 51 & 52. Easement for Waterlines and Appurtenant Structures. APPROVE

4D Right-of-Way: Tract No. 35390, Portion of Lots 7 & 8 and 16 & 17. Easement for Waterlines and Appurtenant Structures. APPROVE

4E Right-of-Way: I.D. 15 P.M. 6727-4 Portion A.P.N. 2055-21-36 Agoura Pump Station. Fee Title to Easement acquired April 6, 1989 and additional area adjacent to this Easement. APPROVE

4F Right-of-Way Progress Report -- January 1990. Changes in Progress Report Format and Timekeeping Modifications. APPROVE. RATIFY, RECEIVE & FILE January 1990 Report.

4G Call for Bids - Cornell Pump Station
Electrification Project. APPROVE

4H General Manager's administrative approval of
Seminole Tank No. 2 Change Orders 3,4, and 5.
RATIFY

5B Director Peterson moved, seconded by Director Gavin, and
the Board unanimously ratified, received and filed, the Investment
Report at January 31, 1990. (1642)

6A Director Peterson moved, seconded by Director Stelle, and
that Board unanimously approved and adopted as presented, Resolution
No. 2-90-2037 renewing an Executive Pay Plan for fiscal year ending
June 30, 1990. (1349)

RESOLUTION NO. 2-90-2037

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT RENEWING AN EXECUTIVE PAY PLAN

(Reference is hereby made to Resolution No. 2-90-2037 on
file in the District's Resolution Book, and by this reference the
same is incorporated herein, and made a part hereof.)

6B Community residents Doris LaViolette and Dennis Washburn
addressed the Board to request that Resolution No. 12-89-2032
relating to the incorporation of the City of Calabasas be repealed
and that the replacement Resolution before the Board this evening be
adopted. The request to repeal the Resolution, rather than to amend
it, was made so that the Baldwin Development Agreement with the
County of Los Angeles would not be nullified. Counselor Kenneth B.
Bley addressed the Board on behalf of the Baldwin Company in support
of Ms. LaViolette's and Mr. Washburn's request.

Members of the Board and Staff noted that the District
was considering adoption of the Resolution as a means for the
Calabasas Cityhood to have an initiative on the November ballot
relating to the incorporation of the City of Calabasas. It was
further noted by Members of the Board that should the resolution be
adopted, it should be clear that the action did not indicate that
the Board formally supported or opposed the proposed incorporation;
and that a pending development agreement between the County of Los
Angeles and the Baldwin Company was contrary to the best interest of
the District.

Upon conclusion of the Discussion, District Counselor
Wayne Lemieux suggested that the proposed Resolution be amended to
include "The Board of Directors of Las Virgenes Municipal Water
District in adopting this resolution does not formally support or
oppose the proposed incorporation. The Board of Directors is
concerned that a pending development agreement between the County of
Los Angeles and the Baldwin Company is contrary to the best interest
of the District. Accordingly, the District specifically disclaims
any inference that this resolution directly or indirectly supports
that development agreement."

It was then moved by Director Dorgelo, seconded by
Director Peterson, and carried unanimously, that Resolution No. 12-
89-2032, relating to the incorporation of the City of Calabasas, be
repealed. Director Peterson moved, seconded by Director Dorgelo,
and the Board unanimously approved and adopted as amended, to
include verbiage as provided by District Counsel, by the following
roll call vote, Resolution No. 2-90-2038. (1750)

ITEM 8C

Ayes: Directors Dorgelo, Peterson, Gavin, Stelle and Helsley; Noes: None; Abstain: None; Absent: None.

RESOLUTION NO. 2-90-2038

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT IN THE MATTER OF THE INCORPORATION OF THE CITY OF CALABASAS AND REPEALING RESOLUTION NO. 12-89-2032.

(Reference is hereby made to Resolution No. 2-90-2038 on file in the District's Resolution Book, and by this reference the same is incorporated herein, and made a part hereof.)

6C Director Peterson moved, seconded by Director Gavin, and the Board unanimously waived, full reading of the proposed ordinance amending Ordinance No. 11-86-161 (Las Virgenes Code) as it relates to a Plumbing Fixture Rebate Program/Water Conservation.

It was moved by Director Stelle, seconded by Director Dorgelo, and carried by the following roll call vote, that the proposed ordinance amending Ordinance No. 11-86-161 (Las Virgenes Code) as it relates to a Plumbing Fixture Rebate Program/Water Conservation, be given first reading by title only. (1752/2000)

Ayes: Directors Dorgelo, Peterson, Gavin, Stelle and Helsley; Noes: None; Abstain: None; Absent: None

7A Director Dorgelo moved, seconded by Director Stelle, and the Board unanimously approved, the Change Order Policy as delineated in James E. Colbaugh's memorandum of February 20, 1990. (1904)

7B It was moved by Director Stelle, seconded by Director Gavin, and carried unanimously, that the Reclaimed Water Master Plan Reports be received and filed; that they be used as a basis to focus planning and design of future reclaimed facilities; and that they be forwarded to Triunfo County Sanitation District for their use and concurrence. (1116)

7C Director Gavin moved, seconded by Director Dorgelo, and the Board unanimously approved Change Order No. 6 to the Seminole Subsystem Upgrading Project Tank No. 2 Grading Contract, in the amount of \$19,802.82. (611)

7D Director Peterson moved, seconded by Director Gavin, and the Board unanimously approved, Amendment No. 1 to Agreement for Consulting Services with Alexander Engineers, Inc., for electrical instrumentation coordination and design, in the amount of \$141,200, subject to the approval of Triunfo County Sanitation District. (922)

7E It was moved by Director Gavin, seconded by Director Dorgelo, and carried unanimously, that the proposal submitted by South Coast Environmental Company to provide services for resolution of SCAQMD permitting requirements at the Tapia Water Reclamation Facility and District Headquarters Facility at a cost not to exceed \$20,000, be approved; and that the Joint Powers Agreement of the Pooled Emission Estimating Program be executed by the President of the Board of Directors; subject to the approval of Triunfo County Sanitation District. (922)

7F Water System Design Report for Tentative Tract #46397 removed from agenda.

ITEM 8C

7G It was moved by Director Gavin, seconded by Director Dorgelo, and carried unanimously, that the proposal submitted by Boyle Engineering Corporation to evaluate implications of recreational usage at Westlake Reservoir, at a cost not to exceed \$21,000, be approved. (450)

8 It was moved by Director Gavin, seconded by Director Peterson, and carried unanimously, that the amount of reclaimed water conversion financing to Watergate HOA be increased by \$3,400, of the additional \$6,600 cost incurred over that originally approved by the District, bringing the total amount to be financed by the District to \$16,726, and the total payback period to an estimated 10 years. (1135)

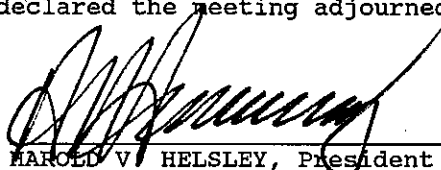
9 Director Gavin moved, seconded by Director Stelle, and the Board unanimously approved the emergency repair contract awarded to Camino Contracting Inc., in the amount of \$19,145, for repair of asphalt on Twin Lake Ridge, City of Westlake Village. (1390)

10A Director Stelle moved, seconded by Director Peterson, and the Board unanimously removed from table, consideration of Membership/Southern California Water Committee, Inc.

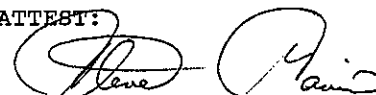
Director Peterson moved, seconded by Director Dorgelo, and the Board unanimously approved the District's membership in the Southern California Water Committee, Inc., at a cost of \$750.00 (325)

10B It was moved by Director Gavin, seconded by Director Dorgelo, and carried unanimously, that the General Manager be authorized to approve all District financing of customer on-site, reclaimed water conversion costs under \$25,000; that at the conclusion of each fiscal year the General Manager shall report to the Board the amount financed for ratification, the projected annual reclaimed water delivery and the duration of time required to repay all costs financed by the District for each such loan approval; and that any request for District financing of reclaimed water conversion expense greater than \$25,000, be considered by the Board on an individual basis. (1135)

13 The meeting convened into Closed Session to discuss Pending Litigation, Nuevo Camino, and Personnel matters at 10:15 PM. The meeting reconvened into Regular Session at 10:33 PM. No action was taken as a result of the Closed Session and there being no objection, the Chair declared the meeting adjourned at 10:34 PM.


MAROLD V. HELSLEY, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:


STEVE GAVIN, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)

DATE: February 20, 1990

TO: Edward E. McCombs

FROM: James E. Colbaugh *James E. Colbaugh*

SUBJECT: Change Order Policy

SUMMARY

A Change Order Policy was adopted in 1980 and reaffirmed in 1988 when construction began on Tapia Expansion III and Westlake Filter Plant. The policy has worked well and is recommended to be expanded to apply to all District and Joint Venture construction projects.

The proposed policy would complement the General Manager's authority for contracted projects where time is of the essence. Under normal circumstances, Board information or ratification of a change order would occur prior to the work being done.

RECOMMENDATION

-- Approve that the existing Change Order Policy be applied to all District and Joint Venture contract construction projects, and be stated as follows:

1. Change Orders for Less Than \$10,000 - The Change Order would be approved by Las Virgenes' General Manager or his authorized representative. It would then be presented to the appropriate Board(s) for information; and
2. Change Orders for More Than \$10,000 and Less Than \$50,000 - The Change Order would be approved by Las Virgenes' General Manager and, for Joint Venture projects, the Triunfo District Manager. It would then be presented to appropriate Board(s) for ratification at the Board meeting(s) immediately following. If disapproved, costs up to that time would be reimbursable to the contractor, and therefore this authority would be utilized sparingly; and
3. Change Orders for More Than \$50,000 - Prior approval by the appropriate Board(s) will be required.

-- Subject the Joint Venture portion of the Change Order Policy to approval of Triunfo County Sanitation District.

JEC:slc

APPROVED FOR FEBRUARY 26, 1990 AGENDA *Edward E. McCombs*
Edward E. McCombs

CHAPTER 3. DISTRICT OFFICERS

ARTICLE 1 - GENERAL MANAGER

2-3.101 GENERAL MANAGER

The General Manager shall be appointed by the board as the chief administrative officer, and shall be responsible directly to the board. He shall have full charge and control of the planning, design, construction, operation and maintenance of the water, recycled water and sanitation facilities, and the administration of the business affairs of the district within the program and policies established by the board.

2-3.102 PLANNING AND DESIGN

The General Manager is responsible to the board for the planning and design of all district water, recycled water, and sanitation facilities and beneficial recycling to ensure that the district systems and facilities are adequate to meet the expected needs. The use of consulting engineers will be recommended by the General Manager to the board, as required.

2-3.103 CONSTRUCTION, OPERATION AND MAINTENANCE

The General Manager has full responsibility to the Board of Directors for the construction, operation and maintenance of water, recycled water and sanitation facilities and beneficial recycling to ensure conformance with the programs and policies approved by the board.

2-3.104 ADMINISTRATION OF BUSINESS AFFAIRS OF THE DISTRICT

The General Manager shall have full power and authority to administer the business affairs of the district within the programs and policies established by the board, including: purchasing; customer service (billing and collection); accounting; employing promoting, demoting, transferring and discharging employees and assistants, and fixing their compensation in accordance with the salary policies and schedules approved by the board.

2-3.105 PERSONNEL RULES & REGULATIONS

The General Manager shall submit recommended personnel rules and regulations, including salary recommendations, from time to time, to the board for approval. Such recommendations may be in the form of amendments to Memoranda of Understanding for represented employee groups or new provisions of a Management Handbook for Executive, Managerial, Supervisorial, Professional and Confidential employees. Such recommendations, when approved, shall supersede this title. Current policies, procedures, rules and regulations are as contained in Memoranda of Understanding between the district and the office and General Units of employees and as contained in the Management Handbook which is applicable to Executive, Managerial, Supervisorial, Professional and Confidential Employees and will remain so, until said document is next modified.

2-3.106 EMERGENCY POWERS

If an emergency arises which would ordinarily be brought to the attention of the board but insufficient time exists within which to give notice as required by law, the General Manager is authorized, in his discretion, to take emergency action as he deems appropriate and reasonable.

2-3.107 AGREEMENT AND AUTHORIZATIONS

There is hereby delegated to the General Manager the power to bind this district by contract, pursuant to the provisions of this Code, relating to the following subject matters:

- (1) Limited Service
- (2) Pressure Limits
- (3) Main Extension
- (4) Temporary Service
- (5) Extraterritorial Service
- (6) Interties with other water utilities or suppliers
- (7) Recycled Water Improvement (to a maximum of \$25,000 per agreement)
- (8) Public Works change orders up to \$25,000
- (9) Deposit Agreements

2-3.108 TITLE PAGE ACKNOWLEDGEMENTS

The General Manager may accept the conveyance of real property on behalf of the district by affixing a certificate of acceptance on the deed, map or other instrument of conveyance if the property to be conveyed is to be used in connection with the construction, operation or maintenance of facilities owned or to be acquired by the district as authorized by the board.

2-3.109 COLLECTION OF DELINQUENT ACCOUNTS

The General Manager is authorized to engage a collection agency to collect all accounts delinquent over three months where district collection efforts have proven unsuccessful.



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Contract for Purchase and Delivery of Cla-Val Parts and Products

SUMMARY:

On April 12, 2011, the Board awarded a contract to Famcon Pipe & Supply, Inc. for the purchase and delivery of Cla-Val parts and products. The General Manager was authorized to execute a one-year contract with Famco for an amount not to exceed \$65,000, with two one-year renewal options. Staff proposes to exercise the second one-year renewal option and requests Board approval to increase the contract amount by \$20,000, from \$65,000 to \$85,000. The additional amount is required to replace approximately 500 Cla-Val regulators as part of the District's Regulator Maintenance and Replacement Program.

RECOMMENDATION(S):

Authorize the General Manager to execute a one-year contract with Famcon Pipe & Supply, Inc., for the purchase and delivery of Cla-Val parts and products in an amount not to exceed \$85,000.

FINANCIAL IMPACT:

The total annual cost to the District for these parts and products is estimated to be \$85,000. Funds for the parts and products are available in the approved Fiscal Year 2012-13 Budget and will be requested in future year budgets.

DISCUSSION:

Cla-Val parts and products are routinely used by staff for the maintenance of hydraulic flow control valves used in pump stations, water tanks and regulating valves, and for regulators used for customer connections. Staff has identified approximately 1,580 regulators that are over 10 years old and require maintenance or replacement. During the next year, staff proposes to replace 500 Cla-Val 90-01 pilot-controlled regulators with Cla-Val 990 direct-acting regulators. The additional contract amount is necessary to complete this work. Famcon provides the District with Cla-Val parts and products at approximately 28% below Cla-Val's published list prices.

Prepared By: Mary Northrup, Interim Buyer



March 26, 2013 Board Meeting

Information Only

DATE: March 21, 2013
TO: David Pedersen, General Manager
FROM: Sandra Hicks, Director of Finance and Administration

Subject Claim from Brad Glassman

SUMMARY

On February 26, 2013, the district received a claim from Brad Glassman, a district employee. Mr. Glassman's car had been parked in the Tapia parking lot during a work day when a large rock from the hillside above the parking lot fell onto the car and through the rear windshield. Mr. Glassman's insurance company paid over \$4,700 for the damage. Mr. Glassman is asking for reimbursement for his \$100 insurance deductible and for \$243.97 for rental car expense. Mr. Glassman's claim includes copies of receipts supporting these expenses.

Staff recommends that Mr. Glassman be reimbursed \$343.97 for damages incurred. As a result of the investigation for this claim, staff is now considering installation of a small debris fence to stop rocks in the future.

Because the amount of the claim is within the amount that the General Manager may approve at his discretion, staff recommends that the claim be approved.

Approved for Payment:

David W. Pedersen 03/15/13

David Pedersen Date
General Manager



March 26, 2013 Board Meeting

Information Only

DATE: March 21, 2013
TO: David Pedersen, General Manager
FROM: Sandra Hicks, Director of Finance and Administration

Subject Claim from Fred Rubin

SUMMARY

On February 25, 2013, the district received a claim from Fred Rubin of Malibu for \$260.00 for damages caused during a construction project near Mr. Rubin's property during the period December 2012 and February 2013. The damages include a broken curb and broken water line.

Staff investigation found that the damage was likely caused during the construction but cannot identify if the damage was from the contractor's vehicles or the district vehicles. Staff recommends that the district pay \$260.00 for damages to Mr. Rubin's property. Because the amount of the claim is within the amount that the General Manager may approve at his discretion, staff recommends that the claim be approved.

Approved for Payment:

David W. Pedersen 03/15/13

David Pedersen
General Manager

Date



March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject: Los Angeles County Clean Water, Clean Beaches Measure - Update

SUMMARY:

The Los Angeles County Flood Control District is proposing to adopt a Clean Water, Clean Beaches Measure, which would establish an annual fee to pay for clean water programs. On March 12, 2013, the Board of Supervisors conducted a continuation of the public hearing and tabulation of protests for the Measure. Again, a large number of individuals and community leaders attended the hearing and expressed concerns with the Measure; however, there was not a majority protest as defined by Proposition 218.

Upon conclusion of the public hearing, the Board of Supervisors decided not to proceed at this time with the Measure and passed a motion consisting of the following: (1) requesting that the Los Angeles Regional Water Quality Control Board work with County staff to educate the public about stormwater pollution; (2) directing County staff to continue working with the stakeholders to address their concerns, including potential incorporation of a 30-year sunset date; (3) directing County staff to report back on the steps necessary should the Board choose to place the Measure on a general election ballot, with June 2014 or November 2014 as a goal; (4) instructing the Department of Public Works to designate an Unincorporated Stormwater Manager; and (5) directing County staff to provide an initial 90-day status report and quarterly status reports thereafter.

A copy of the Statement of Proceedings for the Board of Supervisor's actions on the Measure is included herein for reference.

FINANCIAL IMPACT:

The estimated cost of the Measure to LVMWD, as originally proposed, would be \$4,125.

DISCUSSION:

Background:

The Clean Water, Clean Beaches Measure is intended to provide revenue for projects and programs that will improve water quality in rivers, creeks, lakes and coastal waters. The focus is to reduce pollutants such as trash, toxic metals and harmful bacteria in storm water runoff. The value of the assessment is based on parcel size and impervious area. The impervious area is determined by land use. A 25% reduction in the fee is possible if the parcel uses storm water management measures. Forty percent of revenues collected will be allocated to the cities or County of Los Angeles for unincorporated areas in which they are collected, fifty percent of the revenues collected will be allocated to watershed authority groups within the watersheds they are collected and ten percent of the revenues will go to the County of Los Angeles.

The Las Virgenes parcels will fall into the Santa Monica Bay and Upper Los Angeles watershed authority groups, which includes the Los Angeles portion of the Malibu Creek Watershed. All municipalities that are located within a watershed area are eligible to be a member of a watershed authority. The Board of Supervisors will also select two public agencies to serve as non-municipal members. The public agencies will be a public water supplier, wastewater or replenishment agency with experience in storm water capture

and/or water reuse.

Approval of the fee, as originally proposed, is a two-step process. First, a public hearing is held, then an election takes place. If a majority of protests is received then fee will not be imposed. If imposed, the fee will be collected every year with property taxes and continue annually until terminated by the Board of Supervisors. If the Measure is placed on a general election ballot, a two-thirds vote would be required for the Measure to pass. The fee cannot be raised without another public hearing and election. The total estimated annual revenue is \$295,134,052. The Santa Monica Bay watershed authority is estimated to receive \$17,486,100.

Public Hearing on January 15, 2013:

On January 15, 2013, a public hearing and tabulation of written protests for the Measure was conducted by the Board of Supervisors. Approximately 200 individuals attended the public hearing, many of whom addressed the Board to express concerns with the proposed Measure. Representatives of the various school districts in Los Angeles County expressed concerns with the financial burden that the Measure would place on school districts that have limited funding. A number of elected officials from municipalities spoke in support of the effort; however, due to the need for a funding mechanism to comply with increasingly stringent water quality regulatory requirements.

Upon conclusion of the January 15, 2013 public hearing, the Board of Supervisors passed a multi-part motion that consisted of the following: (1) continuing the protest process and public hearing for an additional 60 days to March 12, 2013; (2) bringing back a revised draft ordinance before the Board for public input and recommending whether or not to set a date for an election; and (3) addressing and reporting back on a number of additional specified items, including a possible sunset date and inclusion of a specific list of projects that would be funded.

Prepared By: David W. Pedersen, General Manager

ATTACHMENTS:

[Board of Supervisors' Statement of Proceedings](#)

S-1. 11:00 a.m.

Hearing on the proposed Clean Water, Clean Beaches Fee; acting as the Governing Body of the Los Angeles County Flood Control District, consider all protests against the proposed Clean Water, Clean Beaches Fee made by owners of parcels upon which the fee is proposed for imposition; instruct the Director of Public Works, in her capacity as the Chief Engineer, of the County Flood Control District to return to the Board with a final tabulation of written protests; if there is no majority protest, instruct the Chief Engineer to return to the Board at a future date with a recommendation as to the type of election to conduct on the Clean Water Clean Beaches Fee; if there is a majority protest, refer the matter back to the Department of Public Works. **(Department of Public Works)** (Continued from meeting of 1-15-13) (12-5638)

Attachments: [Board Letter](#)
[Engineer's Report 11-29-12](#)
[Memo](#)
[Report](#)

Recommendation as submitted by Supervisors Molina and Knabe: Close the Protest Hearing and not proceed with the Clean Water, Clean Beaches Measure at this time and take the following actions:

1. Instruct the Chief Executive Officer (CEO) to send a letter to the Regional Water Quality Control Board requesting that the Board work with the Director of Public Works (DPW) and the cities in the County to educate the public about stormwater pollution;
2. Instruct the CEO and DPW to continue to work with the business community, school districts, and non-profits to address their concerns, such as including a 30-year sunset date and making further refinements to the rate reduction program;
3. Direct the CEO to report back regarding the necessary steps the County must take should the Board decide to place this item on a general election ballot, and determine potential future election dates to ensure transparency to the public.
4. Instruct DPW to provide the Board with quarterly reports on the status of the Regional Water Quality Control Board's implementation and enforcement of the Municipal Storm Water permit; and

5. Instruct DPW to designate a staff person within the department to act as the Unincorporated Stormwater Manager to be responsible for reporting to the Board quarterly on stormwater compliance in the unincorporated areas including status of projects, budget expenditures and budget forecasting. (13-1312)

Attachments: [Motion by Supervisors Molina and Knabe](#)

Recommendation as submitted by Supervisor Yaroslavsky: Acting as the Governing Body of the Los Angeles County Flood Control District, take the following actions with respect to the proposed Clean Water, Clean Beaches Fee:

Close the public hearing, and determine not to proceed at this time with the Clean Water, Clean Beaches Measure as proposed; and

Direct the Flood Control District, working in close consultation with County Counsel and with business, environmental, government agency and other stakeholders, to prepare a ballot measure for either the June 2014 or the November 2014 ballot that would seek voter support for a stable and long-term regional funding mechanism to finance the construction, operations and maintenance of local and regional projects that address stormwater and urban runoff pollution. (13-1315)

All persons wishing to testify were sworn in by the Executive Officer of the Board. Russ Bryden, Civil Engineer, representing the Department of Public Works, made a presentation and testified.

Opportunity was given for interested persons to address the Board. Councilmember Timben Boydston, City of Santa Clarita, Laurene Weste, Mayor Pro Tem for the City of Santa Clarita, Councilmember John Capoccia, City of Sierra Madre, Cristina Sanchez, City of Hacienda Heights, Councilmember Larry Forester, City of Signal Hill, Tom Modica, Director of Governmental Affairs for the City of Long Beach, Maria Mehranian, California Regional Water Quality Control Board, Kim Lamorie, representing Senator Fran Pavley, Andy Lipkis and other interested persons addressed the Board. Correspondence was received.

After discussion, on motion of Supervisor Yaroslavsky, seconded by Supervisor Knabe, the public hearing was closed and the Board directed the tabulation of protests.

Supervisor Yaroslavsky made a suggestion to amend Supervisors Molina and Knabe's motion by adding Recommendation No. 3 of his own motion to theirs, which would:

Direct the Flood Control District, working in close consultation with County Counsel and with business, environmental, government agency and other stakeholders, to prepare a ballot measure for either the June 2014 or the November 2014 ballot that would seek voter support for a stable and long-term regional funding mechanism to finance the construction, operations and maintenance of local and regional projects that address stormwater and urban runoff pollution.

Supervisor Knabe suggested adding the language of "with a goal" for either the June 2014 or the November 2014 ballot.

Samuel Unger, Executive Officer, California Regional Water Quality Control Board Los Angeles Region, responded to questions posed by the Board.

After discussion, Supervisor Knabe made a motion to amend his and Supervisor Molina's motion to include the following language under Recommendation No. 3:

Direct the Chief Executive Officer to report back regarding the necessary steps the County must take should the Board decide to place this on the election ballot and determine future election dates, with June 2014 or November 2014 as a goal, to ensure transparency to the public.

Supervisor Molina accepted Supervisor Knabe's amendment.

Supervisor Yaroslavsky requested a progress report from the Director of Public Works in approximately 90 days at the Board meeting of June 11, 2013, on the progress that has been made, including parameters and vehicles for accomplishing the goals and what are the Board's options.

Supervisor Ridley-Thomas requested that after the initial 90-day report, the Director to provide quarterly status reports to the Board.

Further, Supervisor Antonovich requested that the report include all existing revenues the department can utilize for the project.

The Executive Officer of the Board reported that there was no majority protest against the project.

John F. Krattli, County Counsel, addressed the Board.

After discussion, Supervisors Molina and Knabe's motion, as amended, was duly carried by the following vote to:

1. Instruct the Chief Executive Officer to send a letter to the Regional Water Quality Control Board requesting that the Board work with Director of Public Works and the cities in the County to educate the public about stormwater pollution;
2. Instruct the Chief Executive Officer and the Director of Public Works to continue to work with the business community, school districts, and non-profits to address their concerns, such as including a 30-year sunset date and making further refinements to the rate reduction program;
3. Direct the Chief Executive Officer to report back regarding the necessary steps the County must take should the Board decide to place this item on a general election ballot, and determine potential future election dates, with June 2014 or November 2014 as a goal, to ensure transparency to the public;
4. Instruct Director of Public Works to provide the Board with quarterly reports on the status of the Regional Water Quality Control Board's implementation and enforcement of the Municipal Storm Sewer System (MS4) permit;
5. Instruct the Director of Public Works to designate a staff person within the department to act as the Unincorporated Stormwater Manager. This person shall be responsible for reporting to the Board quarterly on stormwater compliance in the unincorporated areas including status of projects, budget expenditures and budget forecasting; and

6. Instruct the Director of Public Works to provide a report to the Board in approximately 90 days as a Set Matter on June 11, 2013 on the progress that has been made, including parameters and vehicles for accomplishing the goals and what are the Board's options, and all existing revenues the Department can utilize for the project; and

7. Instruct the Director of Public Works to provide quarterly status reports to the Board after the initial 90-day report.

Ayes: 4 - Supervisor Molina, Supervisor Yaroslavsky, Supervisor Knabe and Supervisor Ridley-Thomas

Noes: 1 - Supervisor Antonovich

Attachments: [Motion by Supervisor Yaroslavsky](#)

[Video 1](#)

[Audio 1](#)

[Video 2](#)

[Audio 2](#)

[Video 3](#)

[Audio 3](#)

[Video 4](#)

[Audio 4](#)

[Video 5](#)

[Audio 5](#)

[Video 6](#)

[Audio 6](#)

[Video 7](#)

[Audio 7](#)



INFORMATION ONLY

March 26, 2013 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject: Proclamations and Ceremonial Resolutions - Update of Template

SUMMARY:

Staff has updated the template used for the District's proclamations and/or ceremonial resolutions to reflect a more ornate design, while providing adequate space for flexibility in its content. The template continues to include signature blocks for all five directors. Matching presentation folders will be utilized to hold the signed proclamations and/or ceremonial resolutions. Copies of the updated template will be available for review at the Board meeting.

Prepared By: Jeff Reinhardt, Public Affairs & Communications Manager

ITEM 10D