



Next Resolution No. 07-09-2392
Next Ordinance No. 07-09-258

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

AGENDA
REGULAR MEETING

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

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

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

5:00 p.m.

JULY 14, 2009

PLEDGE OF ALLEGIANCE

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at ___p.m. by ___ in the District offices, and the Secretary called the roll.

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

2. APPROVAL OF AGENDA

Moved by Director_____, seconded by Director_____, and _____, that the agenda for the Regular Meeting of July 14, 2009, 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**

Legislative Update

5. **CONSENT CALENDAR**

A Minutes: Regular Meetings of May 12, 2009 and May 26, 2009. APPROVE

B List of Demands: 07/14/09. APPROVE

C Directors' Per Diem: June 2009. RATIFY

D Rancho Las Virgenes Composting Facility Biofilter Maintenance: Authorize the General Manager to approve a purchase order for Viramontes Express for biofilter media supply, removal, replacement and disposal. APPROVE

E Call for Bids: Polymer, Clorifloc-WE389: Authorize a Call for Bids in accordance with the proposed Bid Schedule. APPROVE

F Voice and Data Network Communications Study: Authorize the General Manager to sign the 7 agreements with AT&T for voice and data network communications. APPROVE

Moved by Director_____, seconded by Director_____, and_____, that Consent Calendar Items 5A-5F be approved as presented.

6. **TREASURER**

7. **FACILITIES AND OPERATIONS**

A Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038 Detachment Request

Moved by Director_____, seconded by Director_____, and_____, that the Board direct staff to issue a letter to Los Angeles County Water Works District 29 agreeing to begin the process of detachment of Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038 from the Las Virgenes Municipal Water District service area.

B Sewer System Management Plan Approval

Moved by Director_____, seconded by Director_____, and_____, that the Board approve the Sewer System Management Plan (SSMP), LVMWD Report # 2440.00; and authorize the Joint Powers Authority Administering Agent/General Manager or his designee to provide certification to the State Water Resources Control Board as all sections of the SSMP are complete.

C Tapia Water Reclamation Facility BNR Centrate Treatment Project: Authorization of Purchase Order

Moved by Director_____, seconded by Director_____, and_____, that the Board waive the formal bidding process; and authorize the General Manager to issue a Purchase Order in an amount not to exceed \$42,065.74 to R&B Automation.

D Consent Agreement for the Westlake Yacht Club to encroach upon a 20.00 foot wide District potable waterline easement at "The Landing" in Westlake Village

Moved by Director_____, seconded by Director_____, and_____, that the Board accept the Consent Agreement between Las Virgenes Municipal Water District and Westlake Yacht Club; and authorize the President and Secretary to execute the Consent Agreement for and on behalf of the District; and direct staff to send the document to the Westlake Yacht Club and recordation.

8. GENERAL MANAGER

A Code Revision – Suspension of Sanitation Rate Increases

Moved by Director_____, seconded by Director_____, and_____, that the full reading of the proposed Ordinance No. 07-09-XXX as it relates to Certain Sanitation Rates be waived.

Moved by Director_____, seconded by Director_____, and_____, that the Board by a roll call vote of Ayes: Noes: Abstain: Absent: , conduct the first reading on the proposed revision to the District's Administrative Code Sections 5-4.102 and 5-4.103 as it relates to sanitation rates.

ORDINANCE NO. 07-09-XXX

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 CERTAIN SANITATION RATES

(Reference is hereby made to Ordinance 07-09-XXX on file in the District's Ordinance Book and by this reference the same is incorporated herein and made a part hereof.)

B Code Revision – Water Conservation Incentives

Moved by Director_____, seconded by Director_____, and_____, that the full reading of the proposed Ordinance No. 07-09-257 as it relates to Water Conservation Incentives be waived.

Moved by Director_____, seconded by Director_____, and_____, that the Board by a roll call vote of Ayes: Noes: Abstain: Absent: , that the proposed Ordinance No. 07-09-257 as it relates to Water Conservation Incentives, given second reading by title only, be passed, approved and adopted as presented.

ORDINANCE NO. 07-09-257

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 07-09-257 on file in the District's Ordinance Book and by this reference the same is incorporated herein and made a part hereof.)

C Proposed Compensation Policies

Moved by Director____, seconded by Director____, and____, that the Board approve the Compensation Policies as presented.

9. **RESOURCE CONSERVATION AND PUBLIC OUTREACH**

Santa Monica Bay Restoration Foundation PIE Grant

Moved by Director____, seconded by Director____, and____, that the Board authorize the General Manager to execute a grant agreement with Santa Monica Bay Restoration Foundation for a Water Conservation and Landscaping Fair.

10. **NON-ACTION ITEMS**

- A Organization Reports
 - (1) MWD
 - a. Representative Report/Agenda(s)
 - (2) Other
- B Directors' Reports on Outside Meetings
- C Information Items
 - (1) Monthly Billing and AMR/AMI
- D General Manager Reports
- E Director's Comments

11. **FUTURE AGENDA ITEMS**

12. **CLOSED SESSION**

Conference with District Counsel – Existing Litigation

- A Cooper, et al. v. Calabasas Park Estates, et al
- B Mehta Construction Company v. LVMWD

13. **OPEN SESSION AND ADJOURNMENT**

UPCOMING EVENTS

CASA 2009 Annual Conference	August 12-15, 2009
POWER	October 29-30, 2009
ACWA Fall Conference	December 1-4, 2009

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

May 12, 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, May 12, 2009

President Caspary called the meeting to order at 5:08 PM

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

President Caspary stated all Directors were in attendance and declared a quorum present.

2 It was moved by Director Bowman, seconded by Director Renger, and unanimously carried, that the agenda for the Regular Meeting of May 12, 2009 be approved as presented.

3 Public Comments – No speaker cards were received from the public.

4 A Water Awareness Poster Contest – An awards ceremony was held from 4:48–5:07 p.m. during which President Caspary announced the top 12 finalists who were presented with t-shirts and certificates in recognition of their achievements: Ava Niziri, Bardia Barahman, Erin Pool, Evelyn Chang, Danielle Ovadia, Emily McGraw, Hunter Pearson, Kaitlin Peters, Carolyn Yu, Bella Stier, Madison Karedas; and the top finalist was Khai Berry representing Lupin Hill School. Lupin Hill School was presented the Ann Dorgelo Water Awareness Perpetual Trophy.

B Legislative Update – Public Affairs and Communications Manager Reinhardt provided an update of legislative activities including SB 565 introduced by Senator Pavley in regards to water recycling.

5 It was moved by Director Renger, seconded by Director Smith, and unanimously carried, that Consent Calendar Items 5A-5C be approved as presented.

A Minutes: Regular Meeting of March 24, 2009. APPROVE

B List of Demands: 05/12/09. APPROVE

C Directors' Per Diem: April 2009. RATIFY

6 Miscellaneous Report from Treasurer – None

7 Award of Bid – Annual Weed Abatement at Various Facilities – It was moved by Director Peterson, seconded by Director Renger, and unanimously carried, that the Board authorize the General Manager to issue purchase orders to the following vendors: Underwood Landscape in the amount of \$7,825 for weed abatement services at Tapia Water Reclamation Facility; \$15,250 for weed abatement services at Westlake Filtration Plant; and \$3,555 for weed abatement services at Morrison Tank. Mariposa Landscape in the amount of \$5,400 for weed abatement services at Rancho Las Virgenes Composting Facility. W.A. Litten in the amount of \$995 for weed abatement services at Headquarters Reservoir 2.

8 A Statement of Work for Bill Redesign – The Board provided direction to General Manager Mundy regarding minor modifications to the proposed bill redesign and requested information on monthly vs. bimonthly billing cycles. It was then moved by Director Renger, seconded by Director Bowman, and unanimously carried, that the Board authorize the General Manager to issue a purchase order to Advanced Utility Systems, pursuant to the terms of the Agreement dated January 8, 2002, in an amount not to exceed \$30,750 for the bill redesign in accordance with the revised statement of work dated April 29, 2009.

B New Job Classifications – Water Reclamation Manager, Facilities Manager, Water System Manager and Electrical/Instrumentation Supervisor – After a discussion by the Board, General Manager Mundy and Director of Facilities and Operations Lippman, it was moved by Director Peterson, seconded by Director Renger, and carried by a vote of 4/1; Ayes: Caspary, Peterson, Renger and Smith; Noes: Bowman; Abstain: 0; and Absent: 0, that the Board approve the Water Reclamation Manager and Water System Manager job classifications paid at an E109/E117; approve the Electrical/Instrumentation Supervisor job description paid at an M83; approve the modifications of the Facilities Manager and Facilities Maintenance Supervisor job classifications; eliminate the currently vacant Operations Manager position; and eliminate the currently vacant Assistant/Associate Engineer position.

C Resolution Appointing a Water Shortage Committee – Legal Counsel Lemieux notified the Board that when the Water Shortage Committee meets Brown Act provisions will apply, which entails posting of special meeting notices, agendas, minutes and an opportunity for Public Comments. It was then moved by Director Renger, seconded by Director Bowman, and unanimously carried, that the Board adopt the proposed Resolution No. 05-09-2391 appointing a water shortage committee.

RESOLUTION NO. 05-09-2391 - A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT APPOINTING A WATER SHORTAGE COMMITTEE (Reference is hereby made to Resolution 05-09-2391 on file in the District's Resolution Book and by this reference the same is incorporated herein and made a part hereof.)

9 A Organization Reports

(1) MWD Representative Peterson provided an update regarding general business of Metropolitan Water District including conservation efforts.

(2) Other – Directors Bowman and Renger discussed their respective participation in; and customer comments heard during Water Shortage Community Workshops at Westlake Village City Hall on April 30, 2009 and Salvation Army-Camp Crags on May 5, 2009.

B Directors' Reports on Outside meetings - None

C Information Items - None

D General Manager Reports – General Manager Mundy provided an update regarding general business of the District including Water Shortage Community Workshops; District facilities including the Westlake Reservoir Dam had been inspected and no damages were incurred following the May 1, 2009 earthquake; ACWA Conference of May 19-22, 2009; Westlake Village's public access television airing of the Huell Howser "California's Water" series; Triunfo Sanitation District voted 3/2 at their April 27, 2009 to become an all elected board; three temporary agency employees began on May 4, 2009 and have been trained to respond to customer inquiries regarding water allocations and water budgets; and Human Resources Manager Valdez's meeting of May 8, 2009 with Suresh Radhakrishnanm from Metropolitan Water District's "Talent Management-Training, OD & Staffing/Human Resources Group" during which the electronic employment application process and mentoring program were discussed.

E Director's Comments – Director Bowman requested General Manager Mundy provide the Board with bulleted speaking points regarding what the District has done to hold down costs; and information regarding the reformatting of Workforce Planning to include a report of consultant costs and services provided. President Caspary concurred with the request for bulleted speaking points and requested information on the average price of water for the last 10-years. Director Peterson requested General Manager Mundy prepare a memorandum regarding costs related to monthly billing cycles vs. the existing bimonthly cycles.

10 Future Agenda Items – Metropolitan Water District Conservation funding.

11 Closed Session --- The meeting convened into Closed Session at 6:17 p.m. Conference with District Counsel – Litigation Budget: Confidential Report for Fiscal Year 2009-10

12 The meeting reconvened into Open Session at 6:20 p.m. and the Chair declared the meeting adjourned at 6:21 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)

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

May 26, 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, May 26, 2009

President Caspary called the meeting to order at 5:00 PM

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

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

The Chair declared a quorum present.

2 It was moved by Director Renger, seconded by Director Peterson, and unanimously carried, that the agenda for the Regular Meeting of May 26, 2009 be approved as presented.

3 Citizen of the Month - the Board of Directors presented a Proclamation in Recognition of Jess Thomas upon the 50th Anniversary of Las Virgenes Municipal Water District. Mr. Thomas was in attendance and spoke in regards to his history as a District customer including participation in the Old Agoura Homeowners Association, preservation of open space and the environment and its conservation.

4 Public Comments – Four speaker cards were received from the public.

(1) Steve Kessler spoke in regards to his water allocation and stated it was not a sufficient amount of water to support 5-1/2 acres with 2 parcels, 2 families, livestock and pine trees.

(2) Arthur Guglielmi spoke in regards to his water budget and stated there should be an equivalent 20% cut to all customers instead of multiple percentages depending on the classification customers reside in; and is concerned about the value of his residence and community if landscaping is not maintained.

(3) Lee Black spoke in regards to the water allocation formula; and stated District staff had conducted a water audit at his property and that he had already made the recommended changes; he was formerly an Ag customer and he had already cut water usage by 30% when the program ended; and has 8 people living on approximately 5-1/2 acres. The property also supports 4 horses and grapevines for a business.

(4) Neil Tickin spoke in regards to corner lot budgets and stated most properties have one frontage easement, but corner lots have two, as there is an additional easement located at the side of corner properties.

All four speakers requested the Board reconsider the factors utilized in determining water allocation formulas and/or budgets.

5 Illustrative and/or Verbal Presentation Agenda Items: Legislative Update - None

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

A List of Demands: 05/26/09. APPROVE

B Investment Report for the Month of April 2009. APPROVE

7 Miscellaneous Report from Treasurer – None. President Caspary stated the auditors would be conducting their initial meeting with staff at 1:30 p.m. on Monday, June 15, 2009 and plans on attending.

8 A Kimberly and Mulwood Tanks Renovation Project (2009) - Approval of the Notice for Prequalification: It was moved by Director Renger, seconded by Director Peterson, and unanimously carried, that the Board approve the Notice Inviting Prequalification for the Kimberly and Mulwood Tanks Renovation Project (2009); and approve the proposal from AECOM for assistance during pre-qualification and bidding, and construction support services for \$23,124.00.

B Twin Lakes Pump Station Expansion Project - Award of Contract and Approval of Construction Phase Services During Construction: It was moved by Director Bowman, seconded by Director Smith, and unanimously carried, that the Board award the contract for the Twin Lakes Pump Station Expansion Project to Pacific Coast Infrastructure/Myers Joint Venture, Rancho Cordova, CA in the amount of \$783,990.00; and that all remaining bids be rejected upon receipt of duly executed contract documents; authorize \$40,431.00 to AECOM for construction phase services during construction; and waive minor bid irregularities.

9 Water Budget Adjustment and Appeal Process for the Water Shortage: Director Bowman stated the District's positions are consistent with the information provided at last weeks ACWA Conference. It was then moved by Director Bowman, seconded by Director Renger, and unanimously carried, that the Board ratify changes to the Water Budget Adjustment and Appeal Process for the Water Shortage.

10 A Organization Reports

(1) MWD Representative Peterson provided an update regarding general business of Metropolitan Water District including solar energy at Lake Skinner.

(2) Other – None

B Directors' Reports on Outside Meetings: Directors Bowman and Caspary reported on their attendance at ACWA Conference sessions of May 19-22, 2009 including federal affairs, Clean Water State Revolving Funds, energy bill, chemical security oversight, CalPERS, 457 Program; contingent workers as independent contractors; and financial impacts due to the drought and Delta concerns pertaining to exotic vs. native species.

C Information Items: (1) Customer Service Operations Staffing

D General Manager Mundy provided an update regarding general business of the District including water shortage community workshops; MWD conservation rebates; and stated the Board needed to provide dates for an additional Administrative Code review workshop.

E Director's Comments – None

11 Future Agenda Items – Director Bowman requested an item be added to the June 9, 2009 agenda pertaining to employee benefits.

12 The meeting convened into Closed Session at 6:45 p.m. to discuss Existing Litigation: Cooper, et al. v. Calabasas Park Estates, et al

13 The meeting reconvened into Open Session at 7:18 p.m. and the Chair declared the meeting adjourned at 7:19 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)

Regular Meeting
May 26, 2009

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: JEFF SMITH, TREASURER

Payments for Board Meeting of : July 14, 2009

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. 49034 through 49202 were issued in the total amount of \$ 517,113.57

SB

Payments through wire transfers as follows:

6/30/2009 Metropolitan Water Dist.	Payment for water deliveries in the month of April 2009	\$ 1,123,200.80
Total payments		<u>\$ 1,640,314.37</u>

(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
07/14/09**

Company Name	Company No.	Check No. 49034 thru 49074 06/23/09	Amount	Check No. 49075 thru 49122 06/30/09	Amount	Check No. 49123 thru 49150 07/07/09	Amount	Check No. 49151 thru 49202 07/14/09	Amount	Total
Potable Water Operations	101	17,493.27		21,058.66		25,853.46		36,777.47		101,182.86
Recycled Water Operations	102									0.00
Sanitation Operations	130	1,853.80		4,201.24				667.01		6,722.05
Potable Water Construction	201									0.00
Potable Water Replacement	301	7,709.82		13,554.57		477.50				21,741.89
Sanitation Replacement	330	2,081.30								2,081.30
Internal Service	701	46,804.77		22,036.29		11,250.92		56,462.51		136,554.49
Joint Venture Operations	751	34,427.59		25,257.36		5,501.09		59,882.98		125,069.02
Joint Venture Construction	752			9,360.53						9,360.53
Joint Venture Replacement	754	81,946.40		32,020.70				1,541.14		115,508.24
Total Printed		192,316.95		127,489.35		43,082.97		155,331.11		518,220.38

Voided Checks/Payment Stopped:

CK#'S 48208,48977,44171,45224

45889,46527,46594, 47021

Potable Water Operations

CK#'S 44818, 46075

Internal Service

(1,066.54)

(40.27)

(1,066.54)

(40.27)

Total Voids		(1,106.81)		0.00		0.00		0.00		(1,106.81)
Net Total		191,210.14		127,489.35		43,082.97		155,331.11		517,113.57

Batch Number - 195784
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
49151	07/14/09	11780	ACADEMY ADDRESSING & MAILING	MAILING-WTR QUALITY RFRV		97928	001 00101	6,010.14	51594
				Payment Amount				6,010.14	
49152	07/14/09	8680	ADS, LLC	6/09 FLOW METERING SRVSV		97973	001 00701	667.01	12408.22-0609
				6/09 FLOW METERING SRVSV		97973	002 00701	2,001.04	12408.22-0609
				Payment Amount				2,668.05	
49153	07/14/09	5625	ASSOC. OF WATER AGENCIES	WTRWISE BRKFST 4 PV		97930	001 00701	100.00	05-3215
			VENTURA CO	ATTD				100.00	
49154	07/14/09	7965	B&B PALLET CO.	125YDS WOOD CHIPS 1"	PV	97935	001 00701	1,302.50	102419
				125YDS WOOD CHIPS 1"	PV	97936	001 00701	1,302.50	102420
				125YDS WOOD CHIPS 1"	PV	97937	001 00701	1,302.50	102506
				Payment Amount				3,907.50	
49155	07/14/09	8634	KEITH BOGER	GRD III OP CERT RVW	PV	97927	001 00701	495.00	062309
				9/10-11-ML				495.00	
				Payment Amount				495.00	
49156	07/14/09	5376	CALIFORNIA ELECTRIC SUPPLY	4100A 1000V FUS	PV	97938	001 00701	54.34	8997-695206
				30A 600V SP FUZE BLK	PV	97941	001 00701	66.45	8997-695207
				PIANO HNG AL	PV	97942	001 00701	241.31	8997-695210
				JICBO,PANEL ONLY					
			Alt Payee	5451 CALIFORNIA ELECTRIC SUPPLY					
				P.O. BOX 14196					
				ORANGE CA 92863					
				Payment Amount				362.10	
49157	07/14/09	3455	CALIFORNIA HIGHWAY PATRO	TRAFFIC REPORT	PV	97929	001 00101	10.00	200906154
				Payment Amount				10.00	
49158	07/14/09	2565	CONEJO AWARDS	ENGRAVE CLOCK-50TH ANNIV	PV	97970	001 00701	20.00	70699
				Payment Amount				20.00	
49159	07/14/09	5298	DATA 2000	ENVELOPE FEEDER	PV	97974	001 00701	293.88	48531
				Payment Amount				293.88	
49160	07/14/09	2613	DIETERICH POST	CNN INK TNK PFI-701M	PV	97943	001 00701	677.70	691875
				MAG/MBK				1.74	691875
				FREIGHT	PV	97943	003 00701	679.44	
				Payment Amount				1.00	
49161	07/14/09	17140	DOLLINGER PROPERTY	MGMT EASEMENT-2 DC@	*SUMMPV	97931	001 00101	1.00	PM70706
				CALAB				1.00	
				Payment Amount				1.00	
49162	07/14/09	14591	EMISSION COMPLIANT CONTRE	MISSION TEST-EMISSION	PV	97975	001 00701	1,085.00	PSO1479
				CORP.				1,085.00	
				Payment Amount				1,085.00	

Batch Number - 195784

Bank Account - 00146807 Cash-General

Payment Number	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Co	Amount	Invoice Number
	Alt Payee	15750	EMISSION COMPLIANT CONTROLS CORP. C/O PRE-BANC BUSINESS CREDIT, INC. P. O. BOX 16727					
49163	07/14/09	2655 FERGUSON ENTERPRISES	HYDRANT HD	PV	97933	001 00701	1,085.00 1,309.76	0317263
	Alt Payee	3207	FERGUSON ENTERPRISES, INC FERGUSON WATERWORKS FILE 56809					
49164	07/14/09	2672 FRUIT GROWERS LABORATORY	LAB ANALYSIS	PV	97944	001 00701	1,309.76 184.80	904346A
	Alt Payee	17222	JOHN GEBBIA					
49165	07/14/09	17222 JOHN GEBBIA	EASEMENT-DC@25221 PRRDO MISTRO	PRRDO	97932	001 00101	1,544.40 1,729.20 1.00	905110A 25221 PDM
	Alt Payee	16846	G3 LA, LLC					
49166	07/14/09	16846 G3 LA, LLC	6/20 LANDSCAPE	PV	97977	001 00701	1.00 875.00	062209
	Alt Payee	16809	ICTUS CONSULTING, LLC					
49167	07/14/09	16809 ICTUS CONSULTING, LLC	5&6/09 LIBRARY/RCRDS MGMT SRV	PV	97947	001 00701	875.00 6,000.00	LVMWD-090701
	Alt Payee	16620	JAM FIRE PROTECTION, INC.					
49168	07/14/09	16620 JAM FIRE PROTECTION, INC.	6/19 ANNL FIRE ALARM INSPECTN	PV	97978	001 00701	6,000.00 1,496.25	139668
	Alt Payee	6711	KASCO, LP					
49170	07/14/09	6711 KASCO, LP	6/19 ANNL FIRE ALARM INSPECTN	PV	97978	003 00701	498.75	139668
	Alt Payee	17219	KOOROSH KOBARI					
49171	07/14/09	17219 KOOROSH KOBARI	6/19 ANNL FIRE ALARM INSPECTN	PV	97978	004 00701	855.00	139668
	Alt Payee	17215	JOHN LEHNE & SON INC.					
49169	07/14/09	17215 JOHN LEHNE & SON INC.	FLARE PAINTING	PV	97979	001 00701	2,850.00 4,150.00 4,150.00	0006849
	Alt Payee	6711	KASCO, LP					
49170	07/14/09	6711 KASCO, LP	RFND DEP-CLOSING BILL INTEREST	PV	97924	001 00101	1,359.75 613.86	993704 993704/INT
	Alt Payee	17219	KOOROSH KOBARI					
49171	07/14/09	17219 KOOROSH KOBARI	RFND OVERPMT-CLOSED REPLACEMENT ELECTRO	RFND	97926	001 00101	1,973.61 155.72 155.72	1090132
	Alt Payee	2776	LAB SAFETY SUPPLY INC.					
49172	07/14/09	2776 LAB SAFETY SUPPLY INC.	REPLACEMENT ELECTRO FREIGHT	REPL	97980	001 00701	132.30 11.12	1013630799 1013630799
	Alt Payee	6475	LAB SAFETY SUPPLY					

Batch Number - 195784

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Co	Amount	Invoice Number
P O BOX 5004 JANESVILLE WI 53547-5004									
49173	07/14/09	3164	LEMIEUX & O'NEILL	6/09 RETAINER	PV	97971	001 00701	143.42	
				6/09 PROFESSIONAL SRVSPV		97972	001 00701	6,000.00	140-999M/063009
								18,246.56	140M/063009
Payment Amount 24,246.56									
49174	07/14/09	2814	MCMaster-CARR SUPPLY	COMISC TAPIA MAINT SUPPL	PV	97849	001 00701	411.55	30580592
				FREIGHT		97849	005 00701	7.50	30580592
				MISC ELECTRIC SHOP SUPPLY		97850	001 00701	436.86	31468577
				FREIGHT		97850	010 00701	4.71	31468577
				MISC PLNT MAINT SUPPL		97851	001 00701	378.58	31538803
				FREIGHT		97851	005 00701	7.86	31538803
Alt Payee 3197 MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690									
Payment Amount 1,247.06									
49175	07/14/09	15679	MORRIS MATERIAL HANDLING	REPR LOAD GAUGE TRUCRV		97858	001 00701	440.00	504041
CRANE									
				NEW GAUGE FOR CRANE		97859	001 00701	236.80	504882
				FREIGHT		97859	002 00701	9.52	504882
Payment Amount 686.32									
49176	07/14/09	16372	OLIN CORPORATION - CHLOR	ALKALI		97863	001 00701	3,808.09	21299140
				HYPOCHLORITE		97864	001 00701	3,875.76	21300026
				HYPOCHLORITE		97867	001 00701	3,774.25	21301862
				HYPOCHLORITE		97869	001 00701	3,551.24	21302865
Alt Payee 16373 OLIN CORPORATION - CHLOR ALKALI BANK OF AMERICA P.O. BOX 402766									
Payment Amount 15,009.34									
49177	07/14/09	17229	OMEGA ENGINEERING, INC.	MISC PLNT MAINT SUPPL		97957	001 00701	1,970.88	869109
				FREIGHT		97957	005 00701	136.23	869109
Payment Amount 2,107.11									
49178	07/14/09	9860	ONESOURCE	KLOCKNER MOELLER 600 RV		97832	001 00701	140.93	53122527.001
BREAKER									
Alt Payee 15520 ONESOURCE DISTRIBUTORS INC. DEPT. 2388									

Batch Number - 195784
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
LOS ANGELES CA 90084-2388									
49179	07/14/09	9176	PRINT MANAGEMENT ASSOCIATION	QUAL WATER QUALITY PV		97844	001 00701	5,818.74	2205
				REPORT					
				CURRENT FLOW ISSUE#3 PV		97845	001 00701	3,341.97	2206
				SAVE WTR-BUMPER STICKER		97907	001 00101	300.44	2204
				LIMITORQUE MODULATING PV		97842	001 00701	10,348.82	10143697
				ACTUATOR					
				SRV CALL TO HOTWIRE		97843	001 00701	850.00	10143698
				VALVE#6					
				REFD DEPOSIT ON CLOSE		97950	001 00101	1,138.95	9996477
				A/C					
				INTEREST/30518		97951	001 00101	5.07	9996477/INT
				MULHOLLAND					
				SAFETY		97840	001 00701	161.75	1310000007681
				SHOES/JACKSON,STEVE					
				RMC WATER AND ENVIRONME		97848	001 00701	1,541.14	9147
				ROLLS SCAFFOLD & EQUIPME		97857	001 00701	925.00	60280007511
				JENNIFER SANDEFUR		97952	001 00101	462.09	2090497
				SCAP		97948	001 00701	7,585.00	09/10-35
				SHAMROCK SUPPLY CO.		97872	001 00701	79.97	1428740
				SIEMENS WATER TECHNOLOGIE		97956	001 00701	2,108.53	40006361
				DEPT. CH 14241					
				PALATINE IL 60055-4241					
				Payment Amount				2,108.53	

Batch Number - 195784

Bank Account - 00145607 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Tr	Document Number	Key Co	Amount	Invoice Number
49189	07/14/09	17221 HOLLY SORENSEN		REFD O/P ON CLOSED A/CPV		97953 001 00101		226.25	451660
				Payment Amount				226.25	
49190	07/14/09	2956 SOUTH COAST AIR QUALITY MGMT DIST		HOT SPOT FEE 7/08-6/09 PV	PV	97904 001 00101		201.72	2075732
				OPERATING FEE 7/08-6/09PV		97905 001 00101		293.21	2077788
				EMISSIONS FEE 7/08-6/09 PV	PV	97906 001 00101		109.00	2076727
				Payment Amount				603.93	
49191	07/14/09	8645 SOUTHERN CALIFORNIA TROPICRY AWRD LEON & JACKSON COMPANY				97839 001 00701		160.60	060347-09
				PKG & HND & UPS	PV	97839 003 00701		14.43	060347-09
				SRV AWRD/TRIPLETT & CLOVER	PV	97860 001 00701		528.77	060216-09
				PKG & HND & UPS	PV	97860 003 00701		16.52	060216-09
				Payment Amount				720.32	
49192	07/14/09	9505 TIRE MAN AGOURA		VEHICLE MAINT#818	PV	97838 001 00701		1,305.29	34407
				Payment Amount				1,305.29	
49193	07/14/09	16222 UNDERWOOD LANDSCAPE		WEED ABATEMENT SRV @W/LK		97955 001 00701		15,250.00	1873
				Payment Amount				15,250.00	
49194	07/14/09	4780 UNITY CONSTRUCTORS		LAUNDER SEALS ON 2ND TANK	PV	97960 001 00701		2,440.00	062609
				Payment Amount				2,440.00	
49195	07/14/09	2780 VALLEY NEWS GROUP		ADS: 50WAYS TO SAVE#28PV		97964 001 00101		60.00	061909
				Payment Amount				60.00	
49196	07/14/09	2436 VINCE BARNES AUTOMOTIVE		REPL ENGINE VEH#819	PV	97833 001 00701		3,233.20	017086
				VEHICLE MAINT#840	PV	97834 001 00701		1,324.68	017088
				VEHICLE MAINT#820	PV	97835 001 00701		313.47	017098
				VEHICLE MAINT#818	PV	97836 001 00701		52.64	017107
				VEHICLE MAINT#803	PV	97962 001 00701		655.76	017130
				VEHICLE MAINT#857	PV	97965 001 00701		562.13	017111
				VEHICLE MAINT#838	PV	97966 001 00701		68.22	017137
				Payment Amount				6,210.10	
49197	07/14/09	3034 VORTEX INDUSTRIES		FURNISHED& INSTALL NEWV LOCK S		97961 001 00701		624.32	01-473788-1
				Payment Amount				624.32	
49198	07/14/09	2729 VULCAN MATERIALS CO.		6/9/09 HOT MIX ASPHALT	PV	97841 001 00701		377.11	517079
				6/18 HOT MIX ASPHALT	PV	97954 001 00701		232.95	526189
		Alt Payee	6457 VULCAN MATERIALS COMPANY FILE 55572 LOS ANGELES CA 90074-5572						
				Payment Amount				610.06	

Batch Number - 195784
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
49199	07/14/09	3109 W. LITTEN		SRV 67-6/13/09 RANCHO	PV	97846	001 00701	4,761.00	03201293
				SRV 6/14-6/20/09 RANCHOPV		97847	001 00701	5,438.50	03201294
				Payment Amount				10,199.50	
49200	07/14/09	3048 WEST COAST AIR CONDITIONING		FOLLOW-UP REPAIR	PV	97958	001 00701	670.00	S19548
				PRV WTR TRMT BLDG8 & 7	PV	97959	001 00701	699.30	S19658
				Payment Amount				1,369.30	
49201	07/14/09	11829 WORLDWIDE WATER UTILITY SERVICES		LEAK DETECTION SURVEY	PV	97871	001 00701	750.00	CA-0906-11
				Payment Amount				750.00	
49202	07/14/09	3070 ZEP MFG		LUBRICANT-SUPER	PV	97874	001 00701	216.21	53332217
				PENETRANT					
				FREIGHT	PV	97874	002 00701	21.22	53332217
				Alt Payee					
				ZEP MFG					
				FILE 50188					
				LOS ANGELES CA 90074-0188					
				Payment Amount				237.43	
				Total Amount of Payments Written				155,331.11	
				Total Number of Payments Written				52	

Batch Number - 195774

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Key Co	Amount	Invoice Number
49123	07/07/09	9430 AQUAMETRICS SALES CO.		PN W-350RFRTR C.F.	PV	97882 001 00701	218.49	0028094-IN
				FREIGHT	PV	97882 002 00701	7.78	0028094-IN
				Payment Amount			226.27	
49124	07/07/09	6472 BUSINESS MACHINES CENTERSRV		CANON LASER CLASS	PV	97908 001 00701	106.25	6801
				710				
				Payment Amount			106.25	
49125	07/07/09	2513 CAPCO ANALYTICAL SERVICES		AB ANALYSIS-FUEL	PV	97883 001 00751	396.25	091411
				GAS.SULFUR				
				Payment Amount			396.25	
49126	07/07/09	16677 CEMEX INC.		10 YD3 CONCRETE SLURRY	PV	97909 001 00701	693.74	9417321882
				Payment Amount			693.74	
49127	07/07/09	2844 CHEMSEARCH		RUST CONVERTER,	PV	97911 001 00701	229.43	627383
				CONQUEST POLYM				
				SHIPPING	PV	97911 002 00701	12.96	627383
				Payment Amount			242.39	
49128	07/07/09	16821 CLEAN SWEEP SUPPLY CO.,		INCKOWELS, WORKHORSE,	PV	97885 001 00701	371.67	327651
				CHICAGO IL 60673-1232				
				per case				
				Payment Amount			371.67	
49129	07/07/09	15517 COLLINS EQUIPMENT REPAIR		REPR & SRV #149	PV	97895 001 00701	1,289.63	737
				Payment Amount			1,289.63	
49130	07/07/09	16013 GREG COUSINS		REIMB-TOILET TRIP	PV	97968 001 00701	130.99	062509
				LEVER@HQ6/25				
				REIMB-FAUCET	PV	97969 001 00751	73.42	063009
				FITTING@TAPIA6/30				
				Payment Amount			204.41	
49131	07/07/09	12559 DATASTREAM BUSINESS		S/09 STANDBY AST	PV	97889 001 00701	477.50	13763
				SOLUTIONS, INC.				
				CHRG/CONSULT				
				Payment Amount			477.50	
49132	07/07/09	2834 DIAL COMMUNICATIONS SERV		RADIO BATTERY	PV	97890 001 00701	56.81	26245
				Payment Amount			56.81	
49133	07/07/09	2658 FEDERAL EXPRESS CORP		IS 6/26 FEDEX DELIVERY	PV	97967 001 00701	62.52	9-242-57063
				Payment Amount			62.52	
49134	07/07/09	2661 FLO-SYSTEMS INC		BLADDER FOR 200 GAL	PV	97891 001 00701	1,526.22	F10713-9R134
				HYDROTANK				
				Payment Amount			1,526.22	
49135	07/07/09	2672 FRUIT GROWERS LABORATOR		AB ANALYSIS	PV	97892 001 00701	1,225.94	904345A
				INC.				

Batch Number - 195774
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Key Co	Amount	Invoice Number
49136	07/07/09	6770	G.I. INDUSTRIES	LAB ANALYSIS	PV	97893 001 00701	118.80	905121A
				Payment Amount			1,344.74	
				6/1-15 DISP 10YD	PV	97896 001 00701	877.60	2472085-0283-8
				ROLLOFF-SHOP				
				6/1-15 DISP 10YD	PV	97897 001 00701	408.75	2436212-0283-3
				ROLLOFF-TAPIA				
			Alt Payee 6771	G.I. INDUSTRIES				
				P. O. BOX 541065				
				LOS ANGELES CA 90054-1065				
				Payment Amount			1,286.35	
49137	07/07/09	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	PARTS FOR ACID TRANSFER PUMP	PV	97894 001 00701	150.31	00565644
				FREIGHT	PV	97894 002 00701	7.83	00565644
			Alt Payee 7132	HARRINGTON INDUSTRIAL PLASTICS LLC				
				P. O. BOX 5128				
				14480 YORBA AVENUE				
				Payment Amount			158.14	
49138	07/07/09	3511	ICE MACHINE SALES & SERVICE CO.	SCOTSMAN PRODIGY ICE MAKER	PV	97898 001 00701	2,927.90	0120616-IN
				SCOTSMAN PRODIGY ICE MAKER	PV	97898 003 00701	315.00	0120616-IN
				Payment Amount			3,242.90	
49139	07/07/09	4144	INTERSTATE BATTERY SYSTEMS	BATTERY #721	PV	97899 001 00701	77.86	21000135
				Payment Amount			77.86	
49140	07/07/09	2997	J G TUCKER & SONS	CALIBRATION GAS	PV	97912 001 00701	633.79	00065957
				Payment Amount			633.79	
49141	07/07/09	2759	KEMP FORD	FILTER ASY #874 & STOCKPV	PV	97901 001 00701	46.50	211722P
				Payment Amount			46.50	
49142	07/07/09	2776	LAB SAFETY SUPPLY INC.	SHOVEL, ABS POLY SCOOPV	PV	97913 001 00701	262.20	1013597922
				SHOVEL, ABS POLY SCOOPV	PV	97913 002 00701	38.19	1013597922
			Alt Payee 6475	LAB SAFETY SUPPLY				
				P O BOX 5004				
				JANESVILLE WI 53547-5004				
				Payment Amount			300.39	
49143	07/07/09	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	WLK PLNT 4/20-6/17	PV	97916 001 00101	380.58	0909/061709
				EQUESTRIAN 4/14-6/15	PV	97917 001 00101	420.49	0896/061509
				WLK PLNT 4/20-6/17	PV	97918 001 00101	332.04	0907/061709
				MALIBU SYPHN 4/7-6/8	PV	97919 001 00751	35.03	0006/060809
				Payment Amount			1,168.14	

Batch Number - 195774

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Co	Amount	Invoice Number
49144	07/07/09	4676	NATIONAL SAFETY COUNCIL	8/09-7/10 MEMBERSHIP-VALDEZ	PV	97940	001 00701	385.00	242047/0910
				Payment Amount				385.00	
49145	07/07/09	2302	OFFICE DEPOT	7 PLASTIC TABLES-LINDSCPV		97902	001 00701	388.57	477610001-1
				CLS					
				Payment Amount				388.57	
49146	07/07/09	4595	THE COPY DEPARTMENT	7 SETS CONT DOCS/PLNSPV		97903	001 00701	485.84	4797398
				24"RW PL					
				Payment Amount				485.84	
49147	07/07/09	3025	WATER & SANITATION	PURCH WTR 5/19-6/17	PV	97915	001 00101	21,711.29	1730050006/061709
				SRV.VENTURA COUNTY					
				Payment Amount				21,711.29	
49148	07/07/09	3043	WATER ENVIRONMENT RESEARCH	MEMBERSHIP-J.MUNIPV		97939	001 00701	2,737.00	U-20004238-09-1
				FOUNDATION					
				Payment Amount				2,737.00	
49149	07/07/09	16064	WELLS FARGO FINANCIAL	SCNR & PRINTER/PMT#24-JUL'09	PV	97921	001 00701	588.80	6765252059
				LEASING, INC.					
				Payment Amount				588.80	
49150	07/07/09	16623	WTS, INC.	7/09 DISASTER RECOVERPV		97920	001 00701	2,874.00	C0303/001-13
				FEEES					
				Payment Amount				2,874.00	
				Total Amount of Payments Written				43,082.97	
				Total Number of Payments Written					28

Batch Number - 195739

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Number	Key Co	Amount	Invoice Number
49122	06/30/09	7745	PETTY CASH - CAROL PALMA	REPLENISH CUST SRV CASH		97923	001 00701	100.00	063009

DRAWER

Payment Amount 100.00

Total Amount of Payments Written 100.00

Total Number of Payments Written 1

Batch Number - 195735

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Payment Ty	Document Number	Key Co	Amount	Invoice Number
49075	06/30/09	16480	A.W. CHESTERTON COMPANY	442 - 24HP SPLIT SEAL	PV	97855	001 00701	2,974.88	923/2163933
			RSC/CB						
				442 - 24 HP SPLIT SEAL	PV	97856	001 00701	1,208.31	923/2163932
			RSC/CV						
				FREIGHT	PV	97856	002 00701	18.05	923/2163932
				Payment Amount				4,201.24	
49076	06/30/09	17077	AECOM USA, INC.	4/4-5/1 BNR-CPS STRT-UP	PV	97781	001 00701	12,896.52	7054856
			ASSIST						
				4/4-5/1 8MG/L	PV	97782	001 00701	5,777.77	7054854
			NITROGEN-CPS						
				1/3-5/1 THREETANK	PV	97914	001 00701	8,784.57	7054778
			RENOVATION						
				Payment Amount				27,458.86	
49077	06/30/09	2339	AGOURA LOCK TECHNOLOGIES	REPAIR, KEYS-TAPIR	PV	97784	001 00701	42.21	75452
			PADLOCK, KEVED TO		PV	97875	001 00701	597.49	75588
			DISTRICT						
				SARGENT MARTICE CASE	PV	97876	001 00701	300.44	75583
				Payment Amount				940.14	
49078	06/30/09	3077	AIRGAS - WEST	5/09 CYLINDER RENTAL	PV	97785	001 00701	330.35	103277871
				5/09 CYLINDER RNTL-LRG	PV	97786	001 00701	16.01	103279555
			All Payee						
			6658 AIRGAS - WEST						
			P. O. BOX 7423						
			PASADENA CA 91109-7423						
				Payment Amount				346.36	
49079	06/30/09	8605	AMERICAN OIL COMPANY	REMV OILY RAGS/ABSRNAP	PV	97789	001 00701	345.00	2009-06-10-24
			DRUM						
				Payment Amount				345.00	
49080	06/30/09	2398	ARBOR OILFIELD SPECIALTIES	MACH PULLEY & WTR INLE	PV	97790	001 00701	552.50	31840
				TRN SHOULDER-2 PMP SH	PV	97791	001 00701	162.50	31849
				Payment Amount				715.00	
49081	06/30/09	2869	AT&T	SRV 6/14-7/13/09	PV	97813	001 00701	25.49	4860/061409
				SRV 6/14-7/13/09	PV	97814	001 00701	25.49	4639/061409
				Payment Amount				50.98	
49082	06/30/09	9631	AT&T LONG DISTANCE	SRV 5/05-6/04/09	PV	97788	001 00701	184.28	806368136/060409
				SRV 5/05-6/04/09	PV	97788	002 00701	2.75	806368136/060409
				SRV 5/05-6/04/09	PV	97788	003 00701	.18	806368136/060409
				SRV 5/05-6/04/09	PV	97788	004 00701	3.45	806368136/060409
				SRV 5/05-6/04/09	PV	97788	005 00701	1.45	806368136/060409
				SRV 5/05-6/04/09	PV	97788	006 00701	12.61	806368136/060409
				Payment Amount				204.72	

Batch Number - 195735
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	TY	Document Number	Key Co	Amount	Invoice Number
49083	06/30/09	7965	B&B PALLET CO.	125YDS WOOD CHIPS 1"	PV	97792	001 00701	1,302.50	102414
				125YDS WOOD CHIPS 1"	PV	97793	001 00701	1,302.50	102415
				125YDS WOOD CHIPS 1"	PV	97794	001 00701	1,302.50	102416
				125YDS WOOD CHIPS 1"	PV	97795	001 00701	1,302.50	102417
				125YDS WOOD CHIPS 1"	PV	97796	001 00701	1,302.50	102418
				Payment Amount				6,512.50	
49084	06/30/09	2417	B&R TOOL & SUPPLY CO	DRILL BITS, RATCHET	PV	97797	001 00701	150.79	1202470-0001-01
				WRENCHES					
				FREIGHT	PV	97797	004 00701	4.82	1202470-0001-01
				WALDMANN PAL PORTABLE	PV	97798	001 00701	121.21	1202470-0002-01
				LIGHTS					
				FREIGHT	PV	97798	002 00701	4.78	1202470-0002-01
				MILWAUKEE MINI SAWZALE	PV	97799	001 00701	46.87	1202470-0003-01
				10PC BL					
				FREIGHT	PV	97799	002 00701	4.78	1202470-0003-01
				Payment Amount				333.25	
49085	06/30/09	7748	BEE ELECTRONICS	CELLULAR PHONE HOLSTERS	PV	97800	001 00701	179.25	0619399-IN
				SHIPPING/HANDLING	PV	97800	002 00701	12.20	0619399-IN
				Payment Amount				191.45	
49086	06/30/09	2815	BEN MEADOWS CO.	DAY PACK,SHIN	PV	97861	001 00701	280.20	1013554023
				PROTECTORS					
				FREIGHT	PV	97861	003 00701	12.91	1013554023
				Payment Amount				293.11	
49087	06/30/09	8091	BROWN AND CALDWELL	WTR JOB AD-FIELD CSR	PV	97853	001 00701	200.00	17961
				Payment Amount				200.00	
49088	06/30/09	5376	CALIFORNIA ELECTRIC SUPPLY	SENSOR W/FLOOD BLACK	PV	97804	001 00701	114.89	8997-694218
				MISC ELEC'L PARTS-TAPI	PV	97805	001 00701	1,123.63	8997-694018
				3 FUSED TFMR	PV	97807	001 00701	314.64	8997-694025
				100-240V AC TIMER,D3 2P	PV	97808	001 00701	917.70	8997-694149
				SOCKET					
				Payment Amount				2,470.86	
49089	06/30/09	4868	CERIDIAN	6/09-8/09 LIFEWORKS EAP	PV	97852	001 00701	865.67	33452330
				Payment Amount				865.67	
49090	06/30/09	8106	CINTAS FIRST AID & SAFETY	REPL FIRST AID	PV	97865	001 00701	318.68	0168367962
				CABNT-OPS					
				Payment Amount				318.68	
49091	06/30/09	17138	CIVILTEC ENGINEERING INC.	5/31 EXPERT WITNESS	PV	97910	001 00701	2,160.00	28056

Batch Number - 195735

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Co	Amount	Invoice Number
				MCCvsLVMWD					
				Payment Amount				2,160.00	
49092	06/30/09	4502 KIMMEY CONKLIN		REIMB MLG-TTC TRNG	PV	97780	001 00701	86.88	062409
				6/15-19					
				Payment Amount				86.88	
49093	06/30/09	8569 CONSTRUCTION FABRICATOR	INC.	\$ & 20IN TIVAR 88	PV	97877	001 00701	9,028.52	10467
				LINERS					
				Payment Amount				9,028.52	
49094	06/30/09	2613 DIETERICH POST		CNN INK TNK PCYN,CYN	PV	97801	001 00701	677.70	691141
				PGM					
				FREIGHT	PV	97801	003 00701	1.34	691141
				CNN INK TNK PFI-701PGY	PV	97802	001 00701	338.85	691334
				PHT GRY					
				FREIGHT	PV	97802	002 00701	1.30	691334
				Payment Amount				1,019.19	
49095	06/30/09	16303 DUDEK		4/25-5/29 PERMITTING	PV	97809	001 00701	44.00	20091782
				4/25-5/29 OAK TREE	PV	97811	001 00701	455.45	20091790
				PERMIT					
				4/25-5/29 STEEL VS PVC	PV	97815	001 00701	8,861.08	20091784
				Payment Amount				9,360.53	
49096	06/30/09	2655 FERGUSON ENTERPRISES		BUSHING, NYLON, 1-1/4"	PV	97878	001 00701	217.41	0316741
				X 1"					
				Alt Payee					
				FERGUSON ENTERPRISES, INC					
				FERGUSON WATERWORKS					
				FILE 56809					
				Payment Amount				217.41	
49097	06/30/09	4971 FUGRO WEST, INC.		4/30-5/27 GEO	PV	97817	001 00701	2,970.00	3000.019-0000012
				SRV-INCLINOMTRS					
				Alt Payee					
				FUGRO WEST, INC.					
				P. O. BOX 200375					
				HOUSTON TX 77216-0375					
				Payment Amount				2,970.00	
49098	06/30/09	2701 GRAINGER, INC.		EXHAUST VENT,ATTIC FAN	PV	97868	001 00701	398.52	9006626205
				Alt Payee					
				GRAINGER, INC.					
				DEPT 805178142					
				PALATINE IL 60038-0001					
				Payment Amount				398.52	
49099	06/30/09	2679 GTA AUTO BODY		VEHICLE REPR #855	PV	97879	001 00701	1,524.76	23168
				VEHICLE REPR #849	PV	97880	001 00701	957.67	23201
				Payment Amount				2,482.43	

Batch Number - 195735

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Co	Amount	Invoice Number
49100	06/30/09	15516	HARPER & ASSOCIATES ENGINEERING, INC.	PE 5/31 CATHODIC PROTECTION	PV	97818	001 00701	1,650.00	ENG-3956
49101	06/30/09	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	PE 5/31 CATHODIC PROTECTION	PV	97818	002 00701	1,800.00	ENG-3956
				Payment Amount				3,450.00	
				PARTS FOR ACID TRANSFER PUMP	PV	97870	001 00701	43.53	00565494
				FREIGHT	PV	97870	002 00701	17.47	00565494
				HARRINGTON INDUSTRIAL PLASTICS LLC					
				P. O. BOX 5128					
				14480 YORBA AVENUE					
				Payment Amount				61.00	
49102	06/30/09	8880	HOPKINS GROUNDWATER CONSULTANTS, INC.	PE 5/15 PROF	PV	97821	001 00701	580.70	10762
				SRV:MEETING 5/13					
				Payment Amount				580.70	
49103	06/30/09	2611	LA DWP	RECTIFIER 5/14-6/15	PV	97803	001 00101	16.88	09501/061509
				RECTIFIER 5/13-6/12	PV	97810	001 00101	18.99	10298/061209
				TWIN LAKES 5/13-6/12	PV	97812	001 00101	7,805.41	22930/061209
				Payment Amount				7,841.28	
49104	06/30/09	2839	MOTION INDUSTRIES, INC.	(4) STD ROLLER CHAIN	PV	97828	001 00701	907.69	CA22-511224
				MOTION INDUSTRIES INC.					
				FILE 57463					
				LOS ANGELES CA 90074-7463					
				Payment Amount				907.69	
49105	06/30/09	2836	MWH LABORATORIES	8/25/08 MISC LAB ANALYSIS	PV	97771	001 00751	1,560.00	L0000677
				9/10-9/11/08 MISC LAB ANALYSIS	PV	97772	001 00751	3,040.00	L0000678
				11/3/08 MISC LAB ANALYSIS	PV	97773	001 00751	1,520.00	L0001153
				11/11/08 MISC LAB ANALYSIS	PV	97774	001 00751	400.00	L0001294
				2/9/09 MISC LAB ANALYSIS	PV	97775	001 00751	1,520.00	L0002836
				2/23/09 MISC LAB ANALYSIS	PV	97776	001 00751	400.00	L0003180
				5/12/09 MISC LAB ANALYSIS	PV	97777	001 00751	400.00	L0005550
				5/04/09 MISC LAB ANALYSIS	PV	97778	001 00751	1,520.00	L0005554

Batch Number - 195735

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				MISC LAB ANALYSIS	PV	97779	001 00751	1,300.00	270705 LI
				Payment Amount				11,660.00	
49106	06/30/09	2302	OFFICE DEPOT	60 BINDER,VUE,3RG	PV	97881	001 00701	101.60	472086410-1
				Payment Amount				101.60	
49107	06/30/09	2899	PYRAMID PIPE & SUPPLY	REPLC NON-OPERATING FAUCET	PV	97829	001 00701	158.19	137061
				FREIGHT	PV	97829	003 00701	12.01	137061
				Payment Amount				170.20	
49108	06/30/09	8450	R & B AUTOMATION, INC.	R&R FILTER VALVE ACTUATOR	PV	97819	001 00701	4,869.03	10143508
				REPLC ROOTS BLOWER#IPV VALVE	PV	97820	001 00701	6,827.38	10143688
				Payment Amount				11,696.41	
49109	06/30/09	17174	ROTH STAFFING COMPANIES, BRE	6/14/09 TEMP SRVS	PV	97823	001 00701	3,168.00	12304577
				Payment Amount				3,168.00	
49110	06/30/09	6766	SAWYER PETROLEUM	RED DYE DIESEL FUEL/RLV/FARM	PV	97816	001 00751	1,543.56	V72527
				Payment Amount				1,543.56	
49111	06/30/09	9683	SIEMENS ENERGY & AUTOMATION, INC.	INSTRUMENTS	PV	97884	001 00701	797.36	5563342110
				MOTION FAILURE ALARM	PV	97886	001 00701	795.65	5563317355
				All Payee					
				9705 SIEMENS ENERGY & AUTOMATION, INC. P.O. BOX 91433 CHICAGO IL 60693					
				Payment Amount				1,593.01	
49112	06/30/09	2941	SIERRA TOWING	TOWING SRV#155	PV	97824	001 00701	225.00	68606
				Payment Amount				225.00	
49113	06/30/09	2949	SNAP ON TOOLS	MISC AUTO SHOP SUPPL	PV	97825	001 00701	115.81	76753
				Payment Amount				115.81	
49114	06/30/09	16120	SOIL CONTROL LAB	FINISHED COMPOST PACKAGE	PV	97826	001 00751	300.00	9050404
				Payment Amount				300.00	
49115	06/30/09	15427	THE GATEKEEPER	REPR GATE-RLV	PV	97866	001 00701	219.63	67173
				Payment Amount				219.63	
49116	06/30/09	3011	UNITED SPECIALTIES	25 LB BAGS RICE HALL ABSORBANT	PV	97830	001 00701	488.09	80461
				Payment Amount				488.09	
49117	06/30/09	16271	USA MOBILITY WIRELESS, INCSRV	6/11-7/10/09	PV	97787	001 00701	104.68	S0143084F
				SRV 6/11-7/10/09	PV	97787	002 00701	39.93	S0143084F
				SRV 6/11-7/10/09	PV	97787	003 00701	30.72	S0143084F

Batch Number - 195735
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Co	Amount	Invoice Number
				SRV 6/11-7/10/09	PV	97787 004	00701	40.98	S0143084F
				SRV 6/11-7/10/09	PV	97787 005	00701	41.05	S0143084F
				Payment Amount				257.36	
49118	06/30/09	16132 V3		ADVANCE-OUTSOURCE DIBV		97873 001	00701	8,000.00	527091
				BILL					
				Payment Amount				8,000.00	
49119	06/30/09	8514 WEST COAST IRRIGATION		10"MALE x 6" FEMALE	PV	97827 001	00751	173.71	4748
				COMBO					
				Payment Amount				173.71	
49120	06/30/09	13486 WILDLIFE MANAGEMENT PROFESSIONALS		5/09 PEST CNTRL	PV	97888 001	00701	155.00	8241
				5/09 PEST CNTRL	PV	97888 003	00701	215.00	8241
				5/09 PEST CNTRL	PV	97888 005	00701	295.00	8241
				Payment Amount				665.00	
49121	06/30/09	17224 WILLDAN FINANCIAL SERVICES		ARBITRAGE REBATE	PV	97822 001	00701	1,000.00	50004
				4/22/08-4/09					
				Payment Amount				1,000.00	
				Total Amount of Payments Written				127,389.35	
				Total Number of Payments Written				47	

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
49034	06/23/09	16051	ACCURATE TELECOM INC.	RELOCATION OF PHONE	PV	97705	001 00701	1,135.22	2107
				DATA LINE					
				Payment Amount				1,135.22	
49035	06/23/09	2317	ACORN NEWSPAPER	8 DISPLAY ADS-MAY '09	PV	97698	001 00101	1,947.45	870105/053109
				Payment Amount				1,947.45	
49036	06/23/09	17077	AECOM USA, INC.	4/1-5/22 LV-ELECL EVAL	PV	97761	001 00701	2,081.30	7055761
				LS #1					
				Payment Amount				2,081.30	
49037	06/23/09	12280	ARAMARK UNIFORM SERVICES	5/09 UNIFORMS/IMATS &	PV	97682	001 00701	11.40	502-4901257
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97682	002 00701	67.19	502-4901257
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97683	001 00701	68.30	502-4908101
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97683	002 00701	70.30	502-4908101
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97684	001 00701	20.40	502-4914857
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97684	002 00701	67.31	502-4914857
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97685	001 00701	63.80	502-4921686
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97685	002 00701	68.62	502-4921686
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97686	001 00701	28.35	502-4901263
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97686	002 00701	12.28	502-4901263
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97687	001 00701	3.80	502-4908107
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97687	002 00701	11.55	502-4908107
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97688	001 00701	30.60	502-4914863
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97688	002 00701	12.35	502-4914863
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97689	001 00701	3.80	502-4921692
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97689	002 00701	11.55	502-4921692
				TWLS					
				5/09 UNIFORMS/IMATS &	PV	97690	001 00701	206.90	502-4901259

Batch Number - 195458
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Ty	Document Number	Key Co	Amount	Invoice Number	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97691 001 00701		365.84	502-4908103	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97692 001 00701		341.63	502-4914859	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97693 001 00701		313.41	502-4921688	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97694 001 00701		11.40	502-4901258	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97694 002 00701		36.93	502-4901258	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97695 001 00701		48.30	502-4908102	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97695 002 00701		38.03	502-4908102	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97696 001 00701		18.15	502-4914858	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97696 002 00701		37.13	502-4914858	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97697 001 00701		39.30	502-4921687	
				TWLS						
				5/09 UNIFORMS/IMATS &	PV	97697 002 00701		37.76	502-4921687	
				TWLS						
				Payment Amount				2,046.38		
49038	06/23/09	2869 AT&T		SRV 6/5-7/4/09	PV	97728 001 00101		28.63	9054/060509	
				SRV 6/7-7/6/09	PV	97729 001 00101		386.50	2043/060709	
				SRV 6/7-7/6/09	PV	97730 001 00101		196.66	2045/060709	
				SRV 6/7-7/6/09	PV	97731 001 00101		65.69	0123/060709	
				SRV 6/7-7/6/09	PV	97732 001 00101		32.36	0124/060709	
				SRV 6/7-7/6/09	PV	97733 001 00130		196.66	2220/060709	
				SRV 6/7-7/6/09	PV	97734 001 00130		165.20	2439/060709	
				L.RENGER'S SRV 6/5-7/4	PV	97735 001 00701		32.22	0186/060509	
				SRV 6/7-7/6/09	PV	97736 001 00701		114.38	7719/060709	
				SRV 6/7-7/6/09	PV	97737 001 00701		114.38	7720/060709	
				SRV 6/7-7/6/09	PV	97738 001 00701		83.38	7721/060709	
				SRV 5/06-6/05/09	PV	97740 001 00101		681.71	0051/060509	
				SRV 5/06-6/05/09	PV	97740 002 00101		65.47	0051/060509	
				SRV 5/06-6/05/09	PV	97740 003 00101		799.99	0051/060509	
				SRV 5/06-6/05/09	PV	97740 004 00101		7,745.96	0051/060509	
				SRV 5/06-6/05/09	PV	97740 005 00101		1,457.68	0051/060509	
				SRV 5/06-6/05/09	PV	97740 006 00101		1,038.27	0051/060509	

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				SRV 5/06-6/05/09	PV	97740 007 00101		464.30	0051/060509
				SRV 5/06-6/05/09	PV	97740 008 00101		957.18	0051/060509
				SRV 5/06-6/05/09	PV	97740 009 00101		367.81	0051/060509
				SRV 5/06-6/05/09	PV	97740 010 00101		3,504.38	0051/060509
				SRV 5/06-6/05/09	PV	97740 011 00101		25.56	0051/060509
				SRV 5/06-6/05/09	PV	97740 012 00101		25.59	0051/060509
				SRV 5/06-6/05/09	PV	97740 013 00101		25.49	0051/060509
				SRV 5/06-6/05/09	PV	97740 014 00101		25.53	0051/060509
				SRV 5/06-6/05/09	PV	97740 015 00101		55.37	0051/060509
				SRV 5/06-6/05/09	PV	97740 016 00101		50.98	0051/060509
				SRV 5/06-6/05/09	PV	97740 017 00101		26.27	0051/060509
				SRV 5/06-6/05/09	PV	97740 018 00101		25.49	0051/060509
				SRV 5/06-6/05/09	PV	97740 019 00101		25.49	0051/060509
				SRV 5/06-6/05/09	PV	97740 020 00101		25.49	0051/060509
				SRV 5/06-6/05/09	PV	97740 021 00101		25.49	0051/060509
				SRV 5/06-6/05/09	PV	97740 022 00101		25.53	0051/060509
				SRV 5/06-6/05/09	PV	97740 023 00101		25.66	0051/060509
				SRV 5/06-6/05/09	PV	97740 024 00101		25.53	0051/060509
				SRV 5/06-6/05/09	PV	97740 025 00101		25.56	0051/060509
				SRV 5/06-6/05/09	PV	97740 026 00101		16.15	0051/060509
				SRV 5/06-6/05/09	PV	97740 027 00101		17.22	0051/060509
				SRV 5/06-6/05/09	PV	97740 028 00101		8.48	0051/060509
								18,979.69	
				SRV 5/04-6/03/09	PV	97741 001 00701		101.33	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 002 00701		91.56	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 003 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 004 00701		483.66	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 005 00701		104.64	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 006 00701		57.06	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 007 00701		63.83	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 008 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 009 00701		73.22	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 010 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 011 00701		509.93	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 012 00701		176.83	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 013 00701		139.04	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 014 00701		205.36	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 015 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 016 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 017 00701		28.53	992789332X06112009
				SRV 5/04-6/03/09	PV	97741 018 00701		119.56	992789332X06112009

49039 06/23/09 16253 AT&T MOBILITY

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				SRV 5/04--6/03/09	PV	97741 019	00701	63.03	992789332X06112009
				SRV 5/04--6/03/09	PV	97741 020	00701	66.84	992789332X06112009
				SRV 5/04--6/03/09	PV	97741 021	00701	28.53	992789332X06112009
				SRV 5/04--6/03/09	PV	97741 022	00701	28.53	992789332X06112009
				SRV 5/04--6/03/09	PV	97741 023	00701	28.53	992789332X06112009
				Payment Amount				2,512.66	
49040	06/23/09	2425 BANK OF AMERICA		VISA CHRGR-WLK	PV	97702 001	00701	36.24	7493/060709
				WTP-MAY'09					
				VISA CHRGR-WLK	PV	97702 002	00701	35.97	7493/060709
				WTP-MAY'09					
				VISA CHRGR-WLK	PV	97702 003	00701	52.33	7493/060709
				WTP-MAY'09					
				VISA CHRGR-WLK	PV	97702 004	00701	185.97	7493/060709
				WTP-MAY'09					
				VISA CHRGR-WLK	PV	97702 005	00701	350.00	7493/060709
				WTP-MAY'09					
				VISA CHRGR-WLK	PV	97702 006	00701	16.38	7493/060709
				WTP-MAY'09					
				VISA CHRGR-RES	PV	97703 001	00701	516.20	8301/060709
				CONS-MAY'09					
				VISA CHRGR- FIN &	PV	97704 001	00701	1,815.86	2688/060709
				ADM-MAY'09					
				VISA CHRGR-ENGRG	PV	97710 001	00701	100.00	8350/060709
				DEPT1-MAY'09					
				VISA CHRGR-ENGRG	PV	97711 001	00754	690.31	8368/060709
				DEPT-MAY'09					
				VISA	PV	97712 001	00701	705.85	8392/060709
				CHRGR-C.CASPARY-MAY'09					
				VISA CHRGR-TAPIA	PV	97716 001	00701	106.55	8384/060709
				WTP-MAY'09					
				VISA CHRGR-TAPIA	PV	97716 002	00701	619.17	8384/060709
				WTP-MAY'09					
				VISA CHRGR-TAPIA	PV	97716 003	00701	56.65	8384/060709
				WTP-MAY'09					
				VISA CHRGR-TAPIA	PV	97716 004	00701	97.61	8384/060709
				WTP-MAY'09					
				VISA CHRGR- OPNS	PV	97717 001	00701	909.83	8418/060709
				DEPT-MAY'09					
				VISA CHRGR- OPNS	PV	97717 002	00701	1,001.20	8418/060709
				DEPT-MAY'09					
				VISA CHRGR- OPNS	PV	97717 003	00701	666.45	8418/060709

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number Date	Address Number	Name	Payment Sub Message	Ty	Document . . . Number Co	Key Co	Amount	Invoice Number
			DEPT-MAY'09					
			VISA CHRG-WTR	PV	97718 001 00101		357.90	8102/060709
			DIST#2-MAY'09					
			VISA CHRG-WTR	PV	97719 001 00101		111.49	8136/060709
			DIST#1-MAY'09					
			VISA CHRG-	PV	97721 001 00701		109.67	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 002 00701		931.00	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 003 00701		80.58	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 004 00701		19.43	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 005 00701		19.42	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 006 00701		37.00	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-	PV	97721 007 00701		173.00	8219/060709
			J.MUNDY-MAY'09					
			VISA CHRG-J.BOWMAN	PV	97722 001 00701		668.85	6407/060709
			-MAY'09					
			VISA CHRG-D.LIPPPMAN	PV	97723 001 00701		754.92	8243/060709
			-MAY'09					
			VISA CHRG-K.CONKLIN	PV	97724 001 00701		1,920.70	0921/060709
			-MAY'09					
			VISA CHRG-C.REYES	PV	97725 001 00101		197.93	3044/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 001 00101		188.59	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 002 00101		56.88	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 003 00101		17.59	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 004 00101		56.47	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 005 00101		165.94	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 006 00101		230.10	0848/060709
			-MAY'09					
			VISA CHRG- RES CONS	PV	97726 007 00101		162.00	0848/060709
			-MAY'09					

Las Virgenes Municipal Water
A/P Auto Payment Register

Batch Number - 195458
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Co	Amount	Invoice Number	
				VISA CHRG- RES CONS	PV	97726 008	00101	173.43	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 009	00101	54.40	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 010	00101	32.76	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 011	00101	194.19	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 012	00101	25.00	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 013	00101	264.00	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 014	00101	124.87	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 015	00101	56.70	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 016	00101	150.00	0848/060709	
				-MAY'09						
				VISA CHRG- RES CONS	PV	97726 017	00101	129.95	0848/060709	
				-MAY'09						
				VISA CHRG- OPNS ADMIN	PV	97727 001	00751	1,261.20	8193/060709	
				-MAY'09						
				VISA CHRG- OPNS ADMIN	PV	97727 002	00751	19.65	8193/060709	
				-MAY'09						
				VISA CHRG- OPNS ADMIN	PV	97727 003	00751	24.61	8193/060709	
				-MAY'09						
				VISA CHRG- OPNS ADMIN	PV	97727 004	00751	72.32	8193/060709	
				-MAY'09						
				VISA CHRG- OPNS ADMIN	PV	97727 005	00751	214.34	8193/060709	
				-MAY'09						
				Payment Amount				16,741.45		
49041	06/23/09	5376 CALIFORNIA ELECTRIC SUPPL	SHT-746/HYDRIC PUNCH	97765 001	00701			184.80	8997-694200	
			SLV							
			ELEC/INCA 20A TIMER SW	97766 001	00701			120.27	8997-694646	
		Alt Payee	5451 CALIFORNIA ELECTRIC SUPPLY							
			P.O. BOX 14196							
			ORANGE CA 92863							
			Payment Amount				305.07			
49042	06/23/09	8569 CONSTRUCTION FABRICATOR	506' OF 20" ROLLED	97762 001	00701			22,856.19	10465	
			INC.							
			SCREW							

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
49055	06/23/09	2814	MCMASTER-CARR SUPPLY	COMISC MAINT SUPL	PV	97677 001 00701		113.97	30155835
				FREIGHT	PV	97677 004 00701		5.35	30155835
				MISC RESERVOIR MAINT SUPPL	PV	97743 001 00701		399.07	29828578
				FREIGHT	PV	97743 005 00701		12.73	29828578
			Alt Payee 3197 MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690						
49056	06/23/09	16754	NATURAL SURROUNDINGS	6/09 INTERIOR PLANT MAINT	PV	97674 001 00701		531.12	4550
49057	06/23/09	2868	OXNARD AUTO ELECTRIC	HONDA GENERATOR	PV	97747 001 00701		235.00	101743
49058	06/23/09	3589	AT&T	SRV 6/5-7/4/09	PV	97744 001 00701		977.79	0853939017-060509
49059	06/23/09	17214	PEDERSEN FENCE & PATIO CO	RENCE REPAIR & GATE INC.	PV	97752 001 00701		411.75	5938
								3,330.00	
49060	06/23/09	16756	PENELOPE B. GRENOBLE, INC	5/5-6/6/09 CONSULT 50TH ANNSR	PV	97678 001 00701		3,330.00	060909
								5,225.00	
49061	06/23/09	3481	DEBORAH PETERS	REIMB MILEAGE-S.M.SEMINAR	PV	97763 001 00701		80.85	061609
								5,225.00	
49062	06/23/09	7745	PETTY CASH - CAROL PALMA	REPL PETTY CASH	PV	97742 001 00701		80.85	061909
								20.00	
								20.00	061909
								38.50	061909
								9.07	061909
								10.71	061909
								43.66	061909
								25.04	061909

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				REPL PETTY CASH	PV	97742 008	00701	10.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 009	00701	20.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 010	00701	20.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 011	00701	20.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 012	00701	8.50	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 013	00701	6.54	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 014	00701	28.48	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 015	00701	25.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 016	00701	5.45	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 017	00701	39.47	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 018	00701	14.44	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 019	00701	25.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 020	00701	25.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 021	00701	13.08	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 022	00701	43.11	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 023	00701	20.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 024	00701	14.50	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 025	00701	6.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 026	00701	26.00	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 027	00701	20.39	061909
	3/12-6/18								
				REPL PETTY CASH	PV	97742 028	00701	18.94	061909

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				3/12-6/18					
				REPL PETTY CASH	PV	97742 029	00701	43.63	061909
				3/12-6/18					
				REPL PETTY CASH	PV	97742 030	00701	27.50	061909
				3/12-6/18					
				REPL PETTY CASH	PV	97742 031	00701	10.00	061909
				3/12-6/18					
				REPL PETTY CASH	PV	97742 032	00701	20.00	061909
				3/12-6/18					
				REPL PETTY CASH	PV	97742 033	00701	60.00	061909
				3/12-6/18					
				Payment Amount				738.01	
49063	06/23/09	3428	PETTY CASH - JOANNE BODENHAMER	REPL PETTY CASH	PV	97668 001	00701	328.12	061609
				3/5-6/15					
				Payment Amount				328.12	
49064	06/23/09	2585	PURETEC	5/09 BOILER WTR TRMT	PV	97748 001	00701	252.64	931908
				6/09 14" D.I. RNTL	PV	97749 001	00701	89.00	935786
				6/09 8" D.I. RNTL	PV	97750 001	00701	20.00	935953
				Payment Amount				361.64	
49065	06/23/09	2914	ROADSIDE LUMBER/HARDWARE	CONCRETE-PREMIXED, 60PV	PV	97746 001	00701	449.02	90286315
				LB. BAG					
				Payment Amount				449.02	
49066	06/23/09	17174	ROTH STAFFING COMPANIES, B/E	5/31/09 TEMP SRVS	PV	97679 001	00701	2,534.40	12301558
				P/E 6/07/09 TEMP SRVS	PV	97760 001	00701	3,141.60	12303059
				Payment Amount				5,676.00	
49067	06/23/09	9930	SAVANNA LANDSCAPE	6/01 LANDSCAPE MAINT	PV	97745 001	00701	325.00	4633
				Payment Amount				325.00	
49068	06/23/09	2958	SOUTHERN CALIFORNIA GAS	CONDUIT 4/17-5/18	PV	97753 001	00101	10.19	8400/051809
				CORNELL 5/12-6/10	PV	97754 001	00101	599.57	0400/061009
				HQ/OPNS 05/13-6/11	PV	97755 001	00701	1,791.80	3600/061109
				TAPIA 5/12-6/11	PV	97756 001	00751	462.27	4000/061109
				RLV PLNT 5/13-6/11	PV	97757 001	00751	75.42	4200/061109
				Payment Amount				2,939.25	
49069	06/23/09	8212	STANSBERY'S WELDING	CUSTOM ALUMINUM RAMRPV	PV	97751 001	00701	4,570.00	1597
				Payment Amount				4,570.00	
49070	06/23/09	3006	UNDERGROUND SERVICE ALERT	NEW TICKETS	PV	97673 001	00701	273.00	520090373
				Payment Amount				273.00	
49071	06/23/09	3429	UNITED PARCEL SERVICE	SRV 5/13-6/13/09	PV	97764 001	00701	245.40	000025W020249
				Payment Amount				245.40	
49072	06/23/09	2780	VALLEY NEWS GROUP	ADS:5/21 NAT'L THEATER	PV	97758 001	00101	80.00	052109
				CHILDREN					

Batch Number - 195458

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Sub Message	Ty	Document Number	Key Co	Amount	Invoice Number
				ADS:50WAYS TO SAVE#7:33:41& 49	PV	97759 001 00101		330.00	052909
				Payment Amount				410.00	
49073	06/23/09	3048 WEST COAST AIR CONDITIONING	REPAIR A/C @ BLDG 1		PV	97669 001 00701		233.27	S19007
				P/M FOLLOW-UP REPR@REV		97670 001 00701		1,167.59	S19124
				REPAIR A/C @ MILLER CO.PV		97671 001 00701		809.67	S19213
				REPAIR A/C @ L/S#2		97672 001 00701		469.29	S19246
				Payment Amount				2,679.82	
49074	06/23/09	3049 WEST COAST WATER SERVICE	INC	09 WTR TRMT MAINT	PV	97675 001 00701		278.00	19073
				Payment Amount				278.00	
				Total Amount of Payments Written				192,316.95	
				Total Number of Payments Written				41	



MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 700 North Alameda Street
 Los Angeles, CA, 90012-2944

INVOICE

Billed To:
 Las Virgenes Municipal Water District

April 2009	Page No. 1 of 1
Mailed: 05/08/2009	Due Date: 06/30/2009
Invoice Number: 6327	Revision: 0



Service Address
 4232 Las Virgenes Road
 Calabasas, CA 91302

NOTICE

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

DELIVERIES	Volume (AF)
Total Water Treated Delivered	1,862.3

SALES	Type	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service	Tier 1 Supply Rate	1,803.2	\$109.00	\$196,548.80
	System Access Rate	1,803.2	\$143.00	\$257,857.60
	Water Stewardship Rate	1,803.2	\$25.00	\$45,080.00
	System Power Rate	1,803.2	\$110.00	\$198,352.00
	Water Supply Surcharge	1,803.2	\$25.00	\$45,080.00
	Treatment Surcharge	1,803.2	\$167.00	\$301,134.40
SUBTOTAL				\$1,044,052.80

OTHER CHARGES AND CREDITS	Rate (\$ /AF)	
Conservation Credit	(\$3,345.00)	
Readiness To Serve Charge(Payment Schedule: M)	\$56,823.00	
Capacity Charge(Payment Schedule: M)	\$25,670.00	
SUBTOTAL		\$79,148.00

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Purchase Order Commitment (Jan 2003 to Dec 2012)	137,103.0			
Purchase Order Firm Delivery To Date (Jan 2003 to Dec 2012)	150,319.3			
Tier 1 Annual Limit (For Current Calendar Year)	20,565.5			
Tier 1 YTD Deliveries (For Current Calendar Year)	6,095.3	30.0		
Tier 1 Current Month Deliveries	1,803.2			
Capacity Charge			5/9/2007	45.3

INVOICE TOTAL	Volume AF 1,803.2	Amount Now Due \$1,123,200.80
----------------------	-----------------------------	---

Note: Amount Due is based on highlighted fields

P A I D

Wired on 6/30/09 RC

[Signature] 6/4/09


Approved for Payment

Approved for Payment
[Signature]
 David R. Lippman

Approved for payment by
 John R. Munday, General Manager

ME 5-12-09
 Marsha Eubanks

July 6, 2009

To: Payroll
From: John Mundy 
Subject: Per Diem Request
June 2009

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

At the meeting of 02/26/2008 the Board voted 5-0 to amend the daily per diem to:

- \$200.00 effective February 27, 2008
- March 10, 2009 during the annual review of compensation, the Board opted for the per diem to remain at \$200

Name	Meeting Attendance	Rate	Total
Joseph Bowman	3	\$ 200.00	\$ 600.00
Charles Caspary	4	200.00	800.00
*Glen Peterson 9-LVMWD and 4-MWD	13	200.00	2,600.00
Lee Renger	5	200.00	1,000.00
Jeffery Smith	5	200.00	1,000.00

Thank you.

Article 4, 2-2.401(a) "not exceeding a total of ten (10) days in any calendar month"

*Article 4, 2-2.401(b) MWD director "not exceeding a total of (10) days in any calendar month."

Charles Caspary
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
Fax: 818-251-2149

DATE:

7/1/09

TO:

Kimmy Conklin, Las Virgenes Municipal Water District
Linda Casey-Hadlow, Las Virgenes Municipal Water District

FROM:

Charles Caspary
LVMWD Director, Division 1

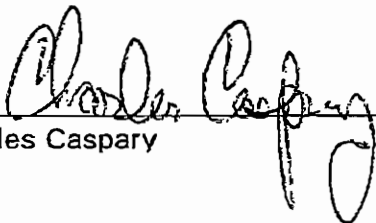
SUBJECT:

Meeting Attendance Per Diem Request

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

Date	Description
<u>6/1/09</u>	<u>LU-TSD JFA Bd Mtg.</u>
<u>6/9/09</u>	<u>LU LVMWD - Reg. Bd Mtg.</u>
<u>6/17/09</u>	<u>Pedregues - LU JFA Bd Mtg.</u>
<u>6/18/09</u>	<u>Santa Monica Bay Restoration Commission</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(Signed)


Charles Caspary



Glen Peterson
 Las Virgenes Municipal Water District
 4232 Las Virgenes Road
 Calabasas, CA 91302
 Fax: 818-251-2149

DATE: 7/5/09

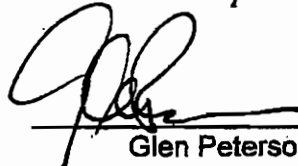
TO: Kimmey Conklin, Las Virgenes Municipal Water District
 Linda Casey-Hadlow, Las Virgenes Municipal Water District

FROM: Glen Peterson
 LVMWD Director, Division 2

SUBJECT: Meeting Attendance Per Diem Request

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

Date		Description
<u>1</u>	W	JPA
<u>5</u>	MW	Northern Census
<u>8</u>	MW	Committee
<u>9</u>	MW/W	Boards
<u>10</u>	MW/W	Leadership ACWA
<u>18</u>	W	AWA
<u>19</u>	MW	Meeting w/ Deborah Mann of Staff (Approved)
<u>22</u>	MW/W	Plan Update Valley tour ACWA
<u>23</u>	W	Committee + Board
<u>25</u>	MW/W	ACWA Forward Committee
<u>26</u>	MW/W	HR Meeting + Leadership ACWA
<u>29</u>	MW	Sustainability Conference LA/BC
<u>17</u>	W	Calleguas Mtg


 Glen Peterson

(Signed)

9 - LVMWD
 4 - MW
13

Lee Renger
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
Fax: 818-251-2149

DATE: 6-26-09

TO: Kimmey Conklin, Las Virgenes Municipal Water District
Linda Casey-Hadlow, Las Virgenes Municipal Water District

FROM: Lee Renger
LVMWD Director, Division 3

SUBJECT: **Meeting Attendance Per Diem Request**

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

Date	Description
<u>6-1-09</u>	<u>FPA Board Mtg</u>
<u>6-9-09</u>	<u>Regular " "</u>
<u>6-17-09</u>	<u>FFA " "</u>
<u>6-18-09</u>	<u>AWA conference</u>
<u>6-23-09</u>	<u>Regular Board Mtg</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Signed) Lee Renger
Lee Renger

Jeff Smith
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
Fax: 818-251-2149

DATE: 6/27/09

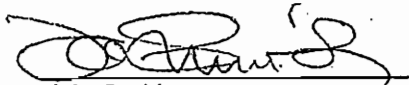
TO: Kimmey Conklin, Las Virgenes Municipal Water District
Linda Casey-Hadlow, Las Virgenes Municipal Water District

FROM: Jeff Smith
LVMWD Director, Division 5

SUBJECT: **Meeting Attendance Per Diem Request**

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

Date	Description
<u>6/1/09</u>	<u>JPA Regular Board Meeting</u>
<u>6/17/09</u>	<u>Calleguas JFA Board Meeting</u>
<u>6/18/09</u>	<u>AWA meeting/Oxnard</u>
<u>6/23/09</u>	<u>LVMWD Regular Board Meeting</u>
<u>6/26/09</u>	<u>CSDA Training Course</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>


J.A. Smith





July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Facilities & Operations

**Subject: Rancho Las Virgenes Composting Facility
Biofilter Maintenance**

Las Virgenes Municipal Water District 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

For the past 6 years, Viramontes Express has supplied the wood chip media required for the annual biofilter maintenance. They have been successful through the competitive bid process to provide this material due to ownership of the appropriate chipping, grinding and screening equipment at their facility in Corona, CA.

Instead of renting equipment needed for biofilter media replacement for the last 3 years, staff has contracted with Viramontes Express to remove and dispose of the spent media as well as place the new media. They own a fleet of loaders and dump trucks designed to handle this material to support their nursery care products business. This equipment is not available at local rental yards. As a result, the work is efficiently completed on time with minimal disruption to plant operation. Biofilter Zones 1-4 will be completed during the reactor building shutdown this summer.

RECOMMENDATION

- Authorize the General Manager to approve a purchase order for Viramontes Express for biofilter media supply, removal, replacement and disposal.

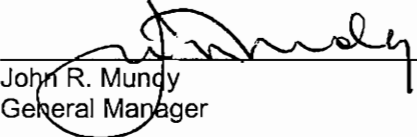
FINANCIAL IMPACT

The current FY2009-2010 budget allocates \$92,000 for Odor Control under 751820.5417. In FY2008-09, funds in the amount of \$39,662.50 were expended for biofilter media in Zones 1-4.

Marsha Eubanks, Administrative Services Officer, prepared this report.

 6/25/09

David R. Lippman Date
Director of Facilities and Operations

 6/25/09

John R. Mundy Date
General Manager



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Finance and Administration

Subject: Call for Bids for Polymer, Clorifloc-WE389

Las Virgenes - Triunfo 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/General Manager, as authorized under the Joint Powers Authority Agreement.

SUMMARY

The centrifuges at Rancho LV require the use of a polymer to enhance the liquid and solids separation during the dewatering process. Polydyne, Inc. was awarded the contract and has been the supplier of this chemical since January 2005. The three year contract with Polydyne expired last year, however due to the ongoing installation, startup and tuning of the new centrifuge controllers, an additional year for fiscal year 2008-09 was authorized at the Board meeting of June 2, 2008. Therefore, it is necessary at this time to bid this chemical once again. Staff is proposing a one-year contract with two one-year renewal options.

The following criteria will be used for the test and evaluation of the polymer performance.

- Dosage
- Cake total solids
- % capture
- Bulk storage stability
- Cost per dry ton of cake

RECOMMENDATION

- Authorize a Call for Bids in accordance with the proposed Bid Schedule.

FINANCIAL IMPACT

Total estimated annual cost to the district for polymer is \$192,000. Funds are available in the current budget and will be proposed in future budgets for this product.

DISCUSSION

The proposed Bid Schedule is as follows:

Board Authorization	July 14, 2009
First Newspaper Advertisement	July 20, 2009
Second Newspaper Advertisement	July 27, 2009
Inspection and Jar Testing	August 10, 2009
Bid Opening	August 17, 2009
Performance Testing	August 24, 2009
Award of Contract	September 8, 2009

The successful bidder will be awarded the contract based on a combination of pricing, reliability, customer service and performance criteria as indicated above.

Carmen Ripley, Senior Buyer prepared this report.

John Lion for Sandra Schmidt 6/29/09
Sandra Schmidt Date
Director, Finance and Administration

John R. Mundy 6/30/09
John R. Mundy Date
General Manager

NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR SUPPLY AND DELIVERY OF

BULK POLYMER

FOR

LAS VIRGENES MUNICIPAL WATER DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Directors of Las Virgenes Municipal Water District invites and will receive sealed proposals (bids) up to the hour of **3:00 P.M. on Monday, August 17, 2009** for the supply and delivery of sodium hypochlorite. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby. Proposals will be publicly opened and read aloud at the office of the District, 4232 Las Virgenes Road, Calabasas, California 91302

Said bids shall conform to and be responsive to the Specifications and Contract Documents for said work as heretofore approved by the District.

Each bid must be on the District bid form and shall be sealed and filed with the secretary of the District at or before the time stated in this Notice.

All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Board of Directors of Las Virgenes Municipal Water District reserves the right to reject any and all bids and to waive any and all irregularities in any bid. No bidder may withdraw his bid after the said time for bid openings until 60 days thereafter or until the District has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.

The Board of Directors of the District reserves the right to select the schedule(s) under which the bids are compared and contract(s) are awarded.

**BY ORDER OF THE BOARD OF DIRECTORS OF
LAS VIRGENES MUNICIPAL WATER DISTRICT**

Dated _____

Glen Peterson
Secretary of the Board
LAS VIRGENES MUNICIPAL WATER DISTRICT



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: General Manager's Office

Subject Voice and Data Network Communications Study

SUMMARY

As part of the District's cost-savings strategy, staff has worked with an AT&T Solutions Provider, Mr. Robert Carder of Carrier Consulting, to review our voice and data needs and cost structure. A Solutions Provider is a company AT&T contracts with to ensure a consumer stays with AT&T. The account managers at AT&T are paid on a commission basis to grow a customer's account, having no incentive to remove services or recommend savings options. Most importantly, AT&T will pay Carrier Consulting for their services to the District.

Mr. Carder has reviewed all the AT&T bills and the associated services and has recommended numerous changes and improvements. The net result is that by signing 3-year contracts with AT&T for our services, the District will realize savings of about \$86,400 annually.

Improvements include providing improved data transmission lines between the 4 facilities and more efficient internet services. In addition, Mr. Carder has worked with staff to ensure all upgrades and improvements will position us for an effective voice communications upgrade within the next few years. Mr. Carder will continue to monitor our billings and services to ensure they reflect our current needs and are cost effective.

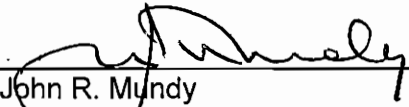
RECOMMENDATION

- Authorize the General Manager to sign the 7 agreements with AT&T for voice and data network communications.

FINANCIAL IMPACT

Annual savings of about \$86,400 will be realized through this effort. Savings will be shown in various business units in both the LVMWD and JPA budgets.

Mike Brown, Marsha Eubanks, Harold Matthews and Mike McIntyre worked with the consultant to improve the voice and data network and reduce the costs of the system overall.



John R. Mundy
General Manager

6/25/09
Date

SF



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Facilities & Operations

Subject: Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038 Detachment Request

SUMMARY

Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038 are located within the Las Virgenes Municipal Water District just north of Serra Retreat near Palm Canyon Drive as shown on the attached map. On October 22, 2002 the Board approved a "Consent to Service" agreement where the properties would be served by Los Angeles County Water Works District 29 (WWD 29). However, the staff person who executed the agreement for WWD 29 did not have the authority to do so, so the agreement is considered invalid. The agreement should have been approved by the County Board of Supervisors (BOS) and a declaration of surplus water should have been made. WWD 29 staff believes it is unlikely that the BOS will make a declaration of surplus water at this time and asked if we would consider detachment from Las Virgenes MWD and annexation to WWD 29. Any extension of district facilities to serve this area would be very costly, whereas the WWD 29 facilities are very close. There is a potential loss of water connection fee revenue if the property detaches. WWD 29 has asked if we would issue a letter agreeing to beginning the process of detachment; in the letter we would raise the issue of lost connection fee revenue.

RECOMMENDATION


- Direct staff to issue a letter to Los Angeles County Water Works District 29 agreeing to begin the process of detachment of Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038 from the Las Virgenes MWD service area.

FINANCIAL IMPACT

None.

David R. Lippman, Director of Facilities & Operations, prepared this report.

A handwritten signature in black ink, appearing to read "DL", is written over the printed name of David R. Lippman.

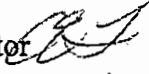


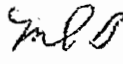
John R. Mundy
General Manager

6/25/09

Date

October 22, 2002

TO: C. Eugene Talmadge, Planning Administrator 

FROM: Michael D. Brown, Civil Engineering Associate 

SUBJECT: "Consent to Service Agreement" with Los Angeles County Waterworks District No. 29 concerning Parcel Map 23897, APN 4457-003-016 and APN 4457-002-038

SUMMARY

Parcel Map No. 23897, a four-lot subdivision, and two adjacent parcels, APN 4457-003-016 and APN 4457-002-038, are located within the boundaries of the Las Virgenes Municipal Water District adjacent to the City of Malibu near Palm Canyon and Serra Lane. LVMWD does not have potable water facilities in or near this area.

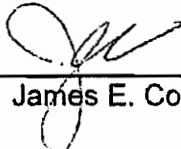
The developer of this parcel map, Grant Adamson, is in need of water service and has requested permission to be served from Los Angeles County Water Works District No. 29, which does have water service in that area.

On April 11, 1983, LVMWD executed a similar agreement that allowed Los Angeles County Waterworks District No. 29 to serve the four lots of Parcel Map 7428 near the subject property.

RECOMMENDATION

-- Approve the request by the developer, Grant Adamson, to be served by Los Angeles County Waterworks District No. 29 and authorize the General Manager to execute the attached "Consent to Service Agreement".

REVIEWED AND APPROVED 
Norman L. Buehring

APPROVED FOR JANUARY 14, 2003 AGENDA 
James E. Colbaugh

M.H.A.B. Trust

P.O. Box 2485
Malibu, Ca 90265
310-456-3239
Fax 310-456-3182

March 11, 2008

Mr. Steve Hunter
Land Design Consultants Inc.
199 South Los Robles Avenue, Suite 250
Pasadena, Ca 91101

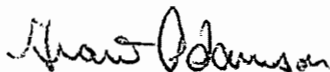
Re: CUP 94-047, Parcel Map 23897

Dear Steve:

We received a copy of Mr. Eng's e-mail. We have enclosed a copy of a Consent to Service Agreement where the LA County Waterworks District agrees to provide service to our property. All of the water mains in the Serra Canyon community were replaced approximately ten years ago with the exception of the water main in Sweetwater Mesa Drive so we believe the water infrastructure is relatively new.

Last Friday, Richard Sherman of Topanga Underground contacted us about the LA County Waterworks District's plans to construct a 500,000 gallon tank on property east of our project site. Richard said that the District does not want to connect the new tank to the Serra Road main by going down Sweetwater Mesa Drive with a new 12" main because the 4,000 foot distance would be too expensive. Instead, the District wants to find a more direct route from the proposed tank and the water main in Serra Road.

Sincerely,
M.H.A.B. Trust



Grant Adamson

Enclosures

CONSENT TO SERVICE AGREEMENT

As of October 22, 2002, M.H.A. B. Trust, herein "Customer," **LAS VIRGENES MUNICIPAL WATER DISTRICT**, herein "Las Virgenes," and Los Angeles County Waterworks District²⁹, herein "Water Purveyor," agree as follows:

1. Purpose.

Customer owns property within the territorial limits of Las Virgenes which can be more conveniently served by water purveyors. This agreement sets forth the terms under which Las Virgenes will consent to the water purveyor serving the customer's property.

2. Description of Property.

The Customer's property located within Las Virgenes, herein "subject property," is more particularly described on Exhibit "A," attached hereto.

3. Conditions of Service.

Water purveyor shall establish the conditions for commencement of service and the rates and charges for continuation of service. Customer shall comply with the rules and regulations established by water purveyor.

4. Termination of Service.

(a) Water purveyor may terminate service to the subject property on sixty days' prior written notice to the Customer and Las Virgenes if the Customer violates the terms and conditions of service established by Water Purveyor. Water Purveyor shall provide the Customer with written notice of failure to comply with rules and regulations in the same manner as other Water Purveyor customers.

(b) Water Purveyor may also terminate service to the subject property on sixty days' prior written notice to the Customer and Las Virgenes if Water Purveyor lacks sufficient water supply to satisfy the needs of the subject property and customer of Water Purveyor.

5. Change of Service.

Las Virgenes may terminate this consent when Las Virgenes is able to service the subject property. Customer shall forthwith make application to become a customer.

of Las Virgenes when notice of service termination is given. Customer shall satisfy the conditions of Las Virgenes' service, including payment of fees, change and tender of deposits before the effective date of termination.

6. Effective Date.

This agreement is effective on the date first above written and terminates when Customer of Las Virgenes.

Customer:

M.H.A.B. Trust

Grant Adamson

[Name]

Grant Adamson, Co-Trustee

[Print or Type Name]

Water Purveyor:

Los Angeles County
Water Works District 29

SHAWN DANIEL

[Name]

Shawn Daniel

[Print or Type Name]

Area Engineer

Las Virgenes Municipal Water District

James E. Calhoun

General Manager

Attest:

Ann Peterson

Secretary

Approved as to Form:

Shawn Daniel

District Counsel

All signatures to be acknowledged

Exhibit A

Lots 1, 2, 3 and 4 of Parcel Map 23897 recorded in Book 295 Pages 84 to 88 of official records of Los Angeles County.

The above described lots are also known by the following Los Angeles County Assessor Parcel Numbers:

Lot	APN
1	4457-003-017
2	4457-003-018
3	4457-003-019
4	4457-003-020

Also including the following "remainder parcels" which are adjacent to the above described parcels:

APN
4457-002-038
4457-003-016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} ss.

On October 22, 2002, before me, Howard R. Spanier, Notary Public

Date

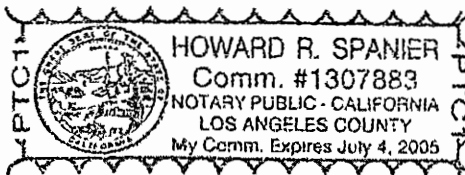
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Grant Adamson

Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence

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



Place Notary Seal Above

WITNESS my hand and official seal.

Howard R. Spanier
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consent to Service Agreement

Document Date: 10/22/02

Number of Pages: 21 of 21

Signer(s) Other Than Named Above: 2

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: CO-TRUSTEE

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} ss.

On DECEMBER 4, 2002, before me, HOWARD R. SPANIER, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared SHAWN DANAEI
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Howard R. Spanier
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consent To Service Agreement

Document Date: 10/22/02 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: ASEP ENGINEER

Signer Is Representing: L.A. COUNTY WATERWORKS DISTRICTS

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Los Angeles County
City of Malibu

RIDGEMONT DR
SWEETWATER CANYON RD

APN 4457-003-016

PM 23897

SERRA RD
PALM CANYON LN

MARIPOSAS DE ORO

SERRA RD

Consent to Service Agreement

APN 4457-002-038

PM 7828
1983 Agreement

FINES RD

CROSS GREEK RD

MALIBU CREST DR

HARBOR VISTA DR

CIVIC CENTER WY

S MALIBU CANYON RD

STUART RANCH RD

WEBB WY

MALIBU RD

MALIBU COLONY DR

POTTERY DR

COAST VIEW DR

DEVILLE WY

WINTER CANYON RD

PACIFIC COAST HWY

SEAVER DR



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Facilities and Operations

Subject: Sewer System Management Plan Approval

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

In order to reduce sanitary sewer overflow (SSO) and to provide a consistent, statewide regulatory approach to addressing SSOs, the SWRCB adopted Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems, Water Quality Order No. 2006-0003 (Sanitary Sewer Order) on May 2, 2006. The Sanitary Sewer Order requires public agencies that own or operate sanitary sewer systems to develop and implement a Sewer System Management Plan (SSMP) by August 2, 2009.

On October 1, 2007, the Joint Power Authority approved the first part of the JPA Sewer System Management Plan (SSMP) including sections on the goal, organizational structure, plan and schedule. The JPA also authorized its Administering Agent/General Manager or his designee to provide certification to the State Water Resources Control Board (SWRCB) as each section of the SSMP is completed.

As of July 14, 2009, all the sections of SSMP are complete. Upon Board approval, the SSMP will be submitted to the SWRCB for final certification.

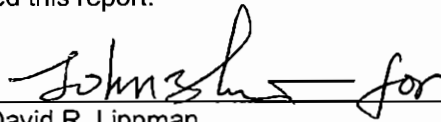
RECOMMENDATIONS


- Approve the Sewer System Management Plan, LVMWD Report # 2440.00; and
- Authorize the Joint Powers Authority Administering Agent/General Manager or his designee to provide certification to the State Water Resources Control Board as all sections of the SSMP are complete.

FINANCIAL IMPACT

None.

Lindsay Cao, Associate Engineer, prepared this report.

 for 7/7/09
Date
David R. Lippman
Director of Facilities and Operations

 7/7/09
Date
John R. Muirby
General Manager



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Facilities & Operations

**Subject: Tapia Water Reclamation Facility BNR Centrate Treatment Project:
Authorization of Purchase Order**

Las Virgenes Municipal Water District 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 Tapia BNR Centrate Treatment Project is substantially complete. To enhance the operation of this new treatment system, District staff would like to add actuators to some of the valves. The current operation requires that staff open and close valves to allow fluid transfer between tanks during the course of treatment. Some of this valve actuation occurs beyond regular working hours. To simplify the operation of the system, the installation of actuators on key valves is recommended. There are a total of seven valves which require actuators; four 16-inch plug valves and three 10-inch butterfly valves. Three quotations for the provision and installation of the actuators were solicited and received from vendors. The quotations received are as follows:

R&B Automation	\$42,065.74
Caltrol	\$44,965.70
Ferguson Waterworks	\$45,437.00

Staff recommends that the purchase and installation of actuators for the Centrate Treatment Project be provided by R&B automation.

RECOMMENDATIONS

- Waive the formal bidding process; and
- Authorize the General Manager to issue a Purchase Order in an amount not to exceed \$42,065.74 to R&B Automation.

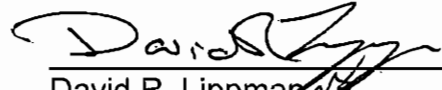
FINANCIAL IMPACT


The Fiscal Year 08-09 budget provides funding for 8 mg/L Nitrogen Compliance Tapia WRF under CIP Job #10184 in the amount of \$6,963,837. Construction costs spanning the 07-08 and 08-09 fiscal years total \$6,721,795.78.

7C

This project is a fixed-based cost based on capacity rights in the treatment plant. As such, the cost split is 70.6% for LVMWD and 29.4% for Triunfo.

Brett Dingman, Associate Engineer, prepared this report.

 6/25/09
Date
David R. Lippman
Director of Facilities and Operations

 6/26/09
Date
John R. Mundy
General Manager



July 14, 2009 Board Meeting

TO: Board of Directors
FROM: Facilities and Operations

**SUBJECT: Consent Agreement for the Westlake Yacht Club
to encroach upon a 20.00 foot wide District potable
waterline easement at "The Landing" in Westlake Village**

SUMMARY

This Consent Agreement is made and agreed upon between the Las Virgenes Municipal Water District and the Westlake Yacht Club. The Westlake Yacht Club is currently encroaching upon a District 20.00 foot wide easement. This Consent Agreement stipulates the use of this easement by the Yacht Club in order for them to construct restroom additions to the club building within a portion of said easement. Attorney's for both the District and the Westlake Yacht Club have reviewed and approved this agreement.


RECOMMENDATIONS

- Accept the Consent Agreement between the Las Virgenes Municipal Water District and the Westlake Yacht Club; and
- Authorize the President and Secretary to execute the Consent Agreement for and on behalf of the District; and
- Direct staff to send the document to the Westlake Yacht Club and recordation.


FINANCIAL IMPACT

There is no financial impact on the District.

This report was prepared by Civil Engineering Assistant Neal Clover.

 7/1/09

David R. Lippman Date
Director of Facilities and Operations

 7/1/09

John R. Mundy Date
General Manager

Recording Requested by
LAS VIRGENES MUNICIPAL WATER DISTRICT

When recorded mail to:

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

For Recorder's Use

CONSENT AGREEMENT

THIS AGREEMENT is made as of this day of 2009,

BY AND BETWEEN:

LAS VIRGENES MUNICIPAL
WATER DISTRICT, hereinafter
Referred to as the "District"

AND

THE WESTLAKE YACHT CLUB

The parties agree as follows:

Section 1. **Purpose and Scope**

This agreement sets forth the terms and conditions for the Westlake Yacht Club's use of a portion of a District easement.

Section 2. **Description of Easement**

The easement which is affected by this agreement is described in that certain Right-of-Way Deed recorded on August 13, 1969 in Book D4465, Page 723 and Instrument No. 2425 of the Official Records of the Los Angeles County Recorder.

Section 3. **Use of Easement**

The Westlake Yacht Club has an existing structure over a portion of the easement and may use a portion of the subject easement for the construction of a footing in order to support new 530 sq. ft. restrooms that shall not interfere with or prohibit the free and complete use and enjoyment of the easement by the District.

Section 4. **Indemnification**

The Westlake Yacht Club shall save and hold District, its officers, agents and employees free and harmless from any and all costs, liability or damages,

including attorney's fees, resulting from any act or omission to act, including any negligent act, or omission to set by the Westlake Yacht Club, their agents and employees arising out of the Westlake Yacht Club's use of the subject easement.

Section 5. **Other Agreement**

Except as provided herein, this agreement shall not modify or amend the terms and conditions of the subject easement

Section 6. **Inurement**

The agreement shall bind and benefit the parties, their successors and assigns.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

LAS VIRGENES MUNICIPAL WATER DISTRICT

BY: _____
President

ATTEST:

BY: _____
Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
District Counsel

WESTLAKE YACHT CLUB, a non-profit
Corporation



July 14, 2009 Board Meeting

TO: Board of Directors

FROM: General Manager

Subject Code Revision – Suspension of Sanitation Rate Increases

SUMMARY

In light of the Board's adoption of the FY2009 -10 Budget including the determination the sanitation rate increase which was to be effective July 1, 2009 was not necessary at this time, it is necessary to amend to Code. The proposed revision suspends the rate increase by adding Sections 5-4.102 (d) and 5-4.103 (c) to the Administrative Code.

RECOMMENDATION

- Conduct the first reading on the proposed revision to the District's Administrative Code Sections 5-4.102 and 5-4.103 as it relates to sanitation rates.

FINANCIAL IMPACT

None.

John R. Mundy, General Manager, prepared this report.



John R. Mundy
General Manager

6/25/09

Date

8A

ORDINANCE NO. _____

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 CERTAIN SANITATION RATES

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

Section 1. Purpose

This ordinance amends Las Virgenes Code by foregoing the sanitation service rate increases.

Section 2. Findings

A proposed rate increase which would have been effective July 1, 2009 is not necessary at this time.

Section 3. Amendment: Residential Sanitation Service Charges

Section 5-4.102 of Ordinance 11-86-161 is hereby amended and reenacted to read as follows:

"5-4.102 Residential Service Charge

(a) Each customer assigned to the Single Family Class shall pay a bi-monthly service charge to offset the cost of collection, treatment and disposal of sewage and administrative costs, as follows:

Commencing with meter reads on or after:				
11/1/2007	7/1/2008	7/1/2009	7/1/2010	7/1/2011
\$ 84.00	\$ 102.00	\$ 110.00	\$ 114.00	\$ 119.00

(b) Each customer assigned to the Multi-Family Class shall pay a bi-monthly service charge to offset the cost of collection, treatment and disposal of sewage and administrative costs as follows:

Commencing with meter reads on or after:				
11/1/2007	7/1/2008	7/1/2009	7/1/2010	7/1/2011
\$ 53.00	\$ 64.25	\$ 69.50	\$ 72.00	\$ 75.00

(c) A residential customer will receive a 10 percent discount on their bi-monthly sanitation service charge if potable water use does not exceed the applicable Tier 1 allotments for the property.

(d) The rate increase which was to be effective July 1, 2009 is suspended."

Section 4. Amendment: Sewer Service Charges: Non- Residential Service

Section 5-4.103 of Ordinance 11-86-161 is hereby amended and reenacted to read as follows:

"5-4.103 Non- Residential Service Charges

(a) Each non-residential sewer customer shall pay a bi-monthly account charge to offset the cost of administering the customer's account as follows:

Commencing with meter reads on or after:				
11/1/2007	7/1/2008	7/1/2009	7/1/2010	7/1/2011
\$13.50	\$16.25	\$17.50	\$18.25	\$19.00

(b) The bi-monthly service charge for non-residential developments shall be based upon the quality and quantity of water reaching the sewer. The rate charged will be computed as follows commencing with meter reads on or after:

	Minimum Bi-Monthly Sewer Charge per ERU	Sewer Charge Per 100 Cubic Feet of Water Delivered in Excess of:			
		29.5 HCF/ERU Class 1	17.3 HCF/ERU Class 2	11.4 HCF/ERU Class 3	Class 4
11/1/2007	\$70.50	\$2.39	\$4.08	\$6.19	As determined by the General Manager
7/1/2008	85.75	2.91	4.96	7.53	
7/1/2009	92.50	3.14	5.35	8.12	
7/1/2010	95.75	3.25	5.54	8.40	
7/1/2011	100.00	3.39	5.79	8.78	

(c) The rate increase which was to be effective July 1, 2009 is suspended."

Section 5. Other

Except as provided herein, Ordinance No. 11-86-161 is hereby reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED this _____ of _____.

ATTEST:

Charles Caspary, President

Glen Peterson, Secretary

APPROVED:

Wayne K. Lemieux, Counsel

[Seal]



July 14, 2009 Board Meeting

TO: Board of Directors

FROM: General Manager

Subject Code Revision – Water Conservation Incentives

SUMMARY

Conduct the second reading and adoption on the proposed revision to the District's Administrative Code Section 3-4.405 as it relates to water conservation incentives.

RECOMMENDATIONS

- The full reading of the proposed Ordinance No. 07-09-257 as it relates to Water Conservation Incentives be waived; and
- By a Roll Call Vote of Ayes; Noes; Abstain; Absent, that the proposed Ordinance No. 07-09-257 as it relates to Water Conservation Incentives, given second reading by title only, be passed, approved and adopted as presented.

ORDINANCE NO. 07-09-257


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 No. 07-09-257 on file in the District's Ordinance Book and by this reference the same is incorporated herein and made a part of hereof).

FINANCIAL IMPACT

None.

Kimmey Conklin, Clerk of the Board, prepared this report.



John R. Mundy
General Manager

7/1/09

Date

ORDINANCE NO. 07-09-257

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

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

1. Purpose.

This ordinance amends the Las Virgenes Code concerning water conservation incentives.

2. Amendment.

Section 3-4.405 of Ordinance No. 11-86-161 is amended and reenacted to read as follows:

“ 3-4.405 Conservation Incentives

Customers are encouraged to make the most efficient use of the potable and recycled water supplies. The district may by resolution offer financial and other incentives to customers who replace high volume water use equipment, appliances and devices with low volume water use equipment, appliances and devices.”

3. Other.

Except as provided herein, Ordinance No. 11-86-161 is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on July 14, 2009.

Charles Caspary, President

ATTEST:

APPROVED AS TO FORM:

Glen Peterson, Secretary

Wayne Lemieux, Legal Counsel

[Seal]



July 14, 2009 Board Meeting

TO: Board of Directors

FROM: General Manager

Subject: Proposed Compensation Policies

SUMMARY

On March 24, 2009, staff presented proposed compensation policies to the Board for discussion and direction. The proposed policies were developed to formalize the Board's policy in setting compensation and benefits, and to provide direction when preparing compensation and classification studies in the future. The proposed compensation policies include the standards that have been used by the District in all of its compensation and classification studies since 1998.

If adopted by the Board the proposed principles define the labor market to be used for survey purposes, establishes criteria for comparing job classifications, compensation and benefits, and provide definition of internal equity for slotting non-benchmark positions in the appropriate pay grades.

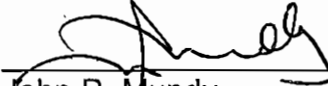
RECOMMENDATION

- Approve the Compensation Policies as presented.

FINANCIAL IMPACT

None.

Attachment: Proposed Compensation Principles



John R. Mundy
General Manager

7/1/09

Date

LAS VIRGENES MUNICIPAL WATER DISTRICT

COMPENSATION PRINCIPLES

Compensation Objectives

- Attract, Motivate, and Retain Highly Talented Employees
- Maintain an Externally Competitive Salary and Benefit Position in the Labor Market While Balancing the Financial Position of the District
- Ensure Internal Equity and Labor Market Competitiveness are used in establishing salaries
- Support the District's Philosophy as the Employer of Choice

Principles

1) Labor Market

- a) Maintain a competitive position in the labor market by periodically conducting salary and benefits surveys.
- b) The labor market is defined as organizations that:
 - i) Have similar jobs in a similar industry (water and waste water in particular).
 - ii) Are potential sources of talent for the District.
 - iii) May provide opportunities for District employees.
 - iv) Are local, regional and statewide.

2) Salary Surveys

- a) Select benchmark jobs that:
 - i) Represent high population jobs.
 - ii) Relatively easy to match in the labor market.
 - iii) Represent a spectrum of the District job hierarchy, employee groups, and functions.
- b) "Job Matching," must match at least 70% of duties and requirements and include three or more jobs that match the benchmark job.

3) Compensation and Benefits

- a) Competitive pay grades are established aligned to the labor market.
- b) Compensation shall be set at the median or within 10% of the 75th percentile for the majority of positions that have a wide dispersion of salaries.
- c) Pay policies will take into consideration the higher cost of living, commuting and housing in the District's labor market.
- d) A competitive benefits program will complement compensation practices to support recruitment and retention of high talent employees, discourage early retirement, and promote the District as the Employer of Choice.
- e) Similar benefits will generally be provided to all employee groups (General Unit, Office Unit, EP, and MSPC).
- f) Differences in benefits between employee units may exist depending on labor negotiations and practices in market conditions.

4) Internal Equity

- a) Internal equity will be used for slotting non-benchmark jobs into the appropriate pay grades taking into consideration responsibilities, knowledge, skills, education, certification, licensure, and any other special factors (example: when skills in the labor market are difficult to find or recruit).



July 14, 2009 Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject: Santa Monica Bay Restoration Foundation PIE Grant

SUMMARY

The Santa Monica Bay Restoration Foundation has awarded a Public Involvement and Education Program grant of \$3,000 to Las Virgenes Municipal Water District for a "Water Conservation and Landscaping Fair" to be held on October 24, 2009. The fair will host exhibitors who will demonstrate how to reduce water use and runoff through their landscape and water use choices.

RECOMMENDATION

- Authorize the General Manager to execute a grant agreement with Santa Monica Bay Restoration Foundation.

FINANCIAL IMPACT

The agreement requires a minimum 50% match of \$3,000 (materials and in-kind services) for the \$6,000 project.

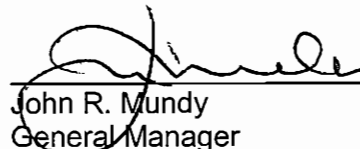
DISCUSSION

A Water Conservation and Landscaping Fair will assist our customers in modifying their outdoor water use by providing them an opportunity to learn water conservation strategies from staff, local landscape professionals, nurseries and irrigation suppliers, all of whom will have certifications or specialization in water conservation. These professionals will demonstrate that water-efficient landscapes can be attractive and economically and environmentally sustainable.

Jan Dougall, Environmental Analyst, prepared this report.

Attachment: SMBRC PIE Grant Contract Documents

 7/11/09
Carlos G. Reyes Date
Director, Resource Conservation & Public Outreach

 7/15/09
John R. Mundy Date
General Manager



GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES, AND FILINGS

GRANT APPLICANT/GRANTEE NAME	
GRANT NUMBER	DATE SUBMITTED/UPDATED

Mark appropriate box on each line below. All lines must be completed.
 This list is not all inclusive. Grant Applicant/Grantee must list all permits/licenses/filings not identified below that are critical to completion of the Scope of Work identified in the grant contract.

Grant Applicant/Grantee currently holds this valid permit/license/filing			Grant Applicant/Grantee will modify and/or obtain this permit/license/filing			This permit/license/filing is not applicable for this grant project or business					
						LOCAL PERMITS, LICENSES, AND FILINGS			REGULATOR OR ISSUER		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Authority or Construct/Permit to Operate			Air Quality Management District					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Construction Permit			City or County					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business License			City or County					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fictitious Business Name Filing			County					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Land Use Permit/Zoning Clearance/Conditional Use Permit			City or County					
						STATE PERMITS, LICENSES, AND FILINGS			REGULATOR OR ISSUER		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Corporate, Company, or Partnership Filings			Ca. Secretary of State					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Industrial Activities Storm Water General Permit			Cal/EPA – SWRCB					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-Profit Organization 501 (C) (3)			Ca. Secretary of State					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	State EPA Identification Number			Cal/EPA – DTSC					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Waste Discharge Requirements			Cal/EPA – SWRCB					
						FEDERAL PERMITS, LICENSES, AND FILINGS			REGULATOR OR ISSUER		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	US EPA – Identification Number			US EPA					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	US EPA – NPDES and/or NSR Permits			US EPA					
						OTHER PERMITS, LICENSES, AND FILINGS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Do not submit copies of the permits/licenses/filings with this form. Please retain all permits/licenses/filings in the grant file for audit purposes.



GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES, AND FILINGS

<i>Comments/Notes:</i>

<input type="checkbox"/>	PRIVATE ENTITY CERTIFICATION: I declare under penalty of perjury under the laws of the State of California that the proposed grantee: 1) is in good standing and qualified to do business in the State; and 2) has or will comply with all applicable state, federal, and local laws, ordinances, regulations, license and permit requirements necessary for the proper performance of this grant; and 3) where compliance has not been met, I have attached a letter describing what has been done to achieve full compliance.
<input type="checkbox"/>	PUBLIC ENTITY CERTIFICATION: I declare under penalty of perjury under the laws of the State of California that the proposed grantee: 1) has or will comply with all applicable state, federal, and local laws, ordinances, regulations, license and permit requirements necessary for the proper performance of this grant; and 2) where compliance has not been met, have attached a letter describing what has been done to achieve full compliance.

Print Name of Grant Applicant/Grantee *Title*

Signature of Grant Applicant/Grantee *Date*

Note: Falsification under penalty of perjury may result in criminal and civil penalties. In addition, pursuant to the terms of the grant agreement, any misrepresentations in the above certification shall constitute a breach of contract that could result in non-payment of grant funds to the grantee; relinquishment by the grantee of funds previously paid; and/or termination of the grant.

Santa Monica Bay Restoration Foundation

Grant # _____

Grantee _____

Reporting Period _____

Recycled-Content Certification Form

The recycled content of products purchased with grant funds must be certified in writing. Information on all products must be included, even if the product does not contain recycled-content material.

Grantees: Complete the grant dollars column for each item and have each product supplier complete the rest. A separate form should be used for each supplier. A completed form must be submitted to your CIWMB grant manager with each progress report, when applicable. Purchases made from the product categories listed on the back of this form must meet the minimum recycled content requirements specified.

Product Supplier/Contractor: Complete this form with a row completed for each product supplied. Attach additional sheets if necessary.

Product Supplier _____ Contact Person _____

Address _____ Phone _____

Fax _____ E-mail _____ Web site _____

Quantity	Unit of Measure	Grant Dollars	Product Description	Product Category ¹	Virgin Content (Percent) ²	Postconsumer Material (Percent) ³	Secondary Material (Percent) ⁴	Total Percent
		\$			%	%	%	100%
		\$			%	%	%	100%
		\$			%	%	%	100%
		\$			%	%	%	100%
		\$			%	%	%	100%
		Total:						
		\$						

Printed name of person completing form _____

Title _____

Signature of person completing form _____

Date _____

1. **Product Categories:** purchases made with grant funds from the categories below are "reportable" and must meet the minimum recycled content requirements specified. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria.
 - Paper products (PP)** (50% Recycled, 10% Post-consumer) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers
 - Printing and writing paper (PW)** (30% Post-consumer) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock
 - Plastic products (PL)** (50% Recycled, 10% Post-consumer) funnels, used oil drain containers, toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, buckets and building products
 - Compost and co-compost (CO)** (50% Recycled, 10% Post-consumer) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials
 - Glass products (GL)** (50% Recycled, 10% Post-consumer) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets
 - Lubricating oils (LO)** (50% Recycled, 10% Post-consumer) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, fleet cars, trucks, and buses
 - Paint (PT)** (50% Recycled, 10% Post-consumer) latex paint, interior/exterior, maintenance
 - Solvents (SO)** (50% Recycled, 10% Post-consumer) heavy printer cleaner, auto degreaser, parts cleaner
 - Tire-derived products (TD)** (50% Post-consumer) flooring, wheelchair ramps, playground cover, track surfacing, recreational surfacing, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts.
- Tires (TI)** (50% Recycled, 10% Post-consumer) passenger, truck, bus, trailer/equipment tires.
- Steel products (ST)** (25% Recycled, 10% Post-consumer) automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders; shelving.
2. **Virgin Content Material** is that portion of the product made from non-recycled material, that is, the material is neither secondary nor post-consumer material.
3. **Post-consumer Material** is defined as "a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes." This is material such as newspaper that you read and was recycled and then made into recycled-content newsprint or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
4. **Secondary Material** is defined as "fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled. Secondary material does not include postconsumer material.

The sum of the virgin column, the post-consumer column, and the secondary column must equal 100 percent.

Example: if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled-content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.



SANTA MONICA BAY RESTORATION FOUNDATION
EXPENDITURE ITEMIZATION SUMMARY
 (revised 04/07)

(ORGANIZATION)

Attn: (NAME, TITLE)
 (ADDRESS)
 (ADDRESS)
 Phone ###/###-#### FAX ###/###-####

DATE: (DATE)

For Expenses Incurred Between:
 DATE - DATE

For:
 Grant ID#(NUMBER)
 Itemization Summary #(NUMBER)

I. Research, Technical & Fiscal Analysis of Regional Funding Tasks

(LINE ITEM DESCRIPTION)				Total
Date	Name	DESCRIPTION		
Personnel				
		HOURS*RATE		
		HOURS*RATE		
				\$ -
Consultant Services				
		HOURS*RATE		
		HOURS*RATE		
				\$ -
TRAVEL				
		REASON (DISTANCE*RATE*FEES)		
		REASON (DISTANCE*RATE*FEES)		
				\$ -
Equipment and Materials				
				\$ -
SUBTOTAL				\$ -

I. Research, Technical & Fiscal Analysis of Regional Funding Tasks

(LINE ITEM DESCRIPTION)				Total
Date	Name	DESCRIPTION		
Personnel				
		HOURS*RATE		
		HOURS*RATE		
				\$ -
Consultant Services				
		HOURS*RATE		
		HOURS*RATE		
				\$ -
Travel				
		REASON (DISTANCE*RATE*FEES)		
		REASON (DISTANCE*RATE*FEES)		
				\$ -
Equipment and Materials				
				\$ -
SUBTOTAL				\$ -
TOTAL				\$ -
10% WITHHOLD				\$ -
GRAND TOTAL				\$ -

I certify that the above information is correct and that all funds received have been or will be expended in accordance with the approved agreement for Santa Monica Bay Restoration Foundation (SMBRF) grant funding.

Print or Type Name of Authorized Signatory (as authorized in resolution), Title

Signature of Authorized Signatory (as authorized in resolution)

Date



SANTA MONICA BAY RESTORATION FOUNDATION

GRANT PAYMENT REQUEST

(revised 04/07)

1. GRANTEE NAME (AS APPEARS ON GRANT AGREEMENT)		2. GRANT NUMBER (ASSIGNED BY SMBRF)	
3. GRANTEE INVOICE NUMBER		4. PAYMENT REQUEST NUMBER	
5. TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION) <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final		6. AMOUNT REQUESTED \$	
7. Send warrant to: GRANTEE NAME (E.G., ORGANIZATION/BUSINESS NAME)			
CONTACT NAME			
ADDRESS			
CITY		STATE	ZIP CODE
8. Certification of completion and submittal of all checklists, forms, and certificates Initial appropriate box:			
<input type="checkbox"/> All checklists, forms, and certificates on file are current and complete			
<input type="checkbox"/> Changes made since last submittal (attach revised checklists, forms, and/or certificates)			
<input type="checkbox"/>			
9. I certify that the above information is correct and that all funds received have been or will be expended in accordance with the approved agreement for Santa Monica Bay Restoration Foundation (SMBRF) grant funding.			
Print or Type Name of Authorized Signatory (as authorized in resolution)		Title	
Signature of Authorized Signatory (as authorized in resolution)		Date	
SMBRF Staff Use Only			
10. REQUESTED AMOUNT		\$	
11. ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD, (IF ANY)		\$	
12. SUBTOTAL		\$	
13. LESS WITHHOLD		\$	
14. ADDITIONS OR DEDUCTIONS <u>NOT</u> SUBJECT TO WITHHOLD, (IF ANY)		\$	
15. APPROVED AMOUNT FOR PAYMENT		\$	
16. COMMENTS		17. DATE RECEIVED	
Approval Signature of SMBRF Grant Manager		Date Approved	



GRANT PAYMENT REQUEST

(revised 04/07)

SECTION	TITLE	DESCRIPTION
1.	GRANTEE NAME (AS APPEARS ON THE GRANT AGREEMENT)	Organization or business name as it appears on the grant agreement
2.	GRANT NUMBER (ASSIGNED BY SMBRF)	Grant number assigned by the SMBRF as it appears on the grant agreement
3.	GRANTEE INVOICE NUMBER	Number assigned to the payment request form by the Grantee
4.	PAYMENT REQUEST NUMBER	Start with 1 for the first payment request and number all subsequent payment requests consecutively
5.	TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION)	Reimbursement– a typical payment request paid on a reimbursement basis Advance– an advance grant where funds are advanced or must have a letter justifying the request for advancement of funds Final– is the final grant payment request of the project
6.	AMOUNT REQUESTED	Amount being requested for payment
7.	SEND WARRANT TO	Grantee's name, contact name, address, city, state, and zip code as it appears on grant agreement
8.	CERTIFICATION OF COMPLETION AND SUBMITTAL OF ALL CHECKLISTS, FORMS, AND CERTIFICATES	Certification by initialing if either; "All checklists, forms, and certificates on file are current and complete" or "Changes made since last submittal (attach revised checklists, forms, and/or certificates)"
9.	CERTIFICATION	Print or type name and title of person authorized in the Resolution/Letter of Authorization included with the Grantee's application The person authorized in the Resolution/Letter of Authorization included with the Grantee's application must sign and date
10.	REQUESTED AMOUNT	Amount requested by the Grantee
11.	ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD, (IF ANY)	Additions or deductions of the requested amount determined by the SMBRF Grant Manager that is subject to the withhold (e.g., Based upon the submitted supporting documents, the Grantee miscalculates the requested amount. The SMBRF Grant Manager will increase or decrease the requested amount to calculate a subtotal amount (line #12) that will be subject to the withhold.)
12.	SUBTOTAL	Total amount subjected to the withhold and calculated by the SMBRF Grant Manager
13.	LESS WITHHOLD	Withhold amount authorized in the grant agreement and calculated by the SMBRF Grant Manager
14.	ADDITIONS OR DEDUCTIONS NOT SUBJECT TO WITHHOLD, (IF ANY)	Additions or deductions of the requested amount determined by the SMBRF Grant Manager that is NOT subject to the withhold (i.e., SMBRF Grant Manager would like to increase or decrease the amount paid to the Grantee that is NOT subject to a withhold. For example, at the end of the grant, the manager would like to release the amount being withheld to the Grantee.)
15.	APPROVED AMOUNT FOR PAYMENT	Amount approved for payment by the SMBRF Grant Manager
16.	COMMENTS	Comments about additions, deductions or general comments related to this payment request
17.	DATE RECEIVED	Date payment request was received by the SMBRF



INSTRUCTIONS

Please submit this form or another form with equivalent information when requesting reimbursement for personnel costs.

Grant Number: This is the full number assigned to your grant (found in the upper right corner of your Grant Agreement).

Reporting & Expenditure Category: Indicate the budget category to which the hours are being billed. Use a separate form for each budget category.

Grantee: This is the entity that was awarded the grant as shown on the Grant Agreement.

Employer: Indicate what entity employs the person(s) listed on this form. This will usually be the grantee or a contractor that is implementing all/part of the grantee's program. Use a separate form for each employer.

Task #: Number each task to make it easier to reference.

Name/Classification: Enter the name and classification of the employee.

Date Worked: Indicate every day each employee worked on grant related tasks. List each date separately.

Hours Worked: For each date, indicate how many hours (whole and partial) each employee worked on grant related tasks.

Hourly Rate (w/Benefits): Fill-in the pay rate (including benefits) for each employee.

Total (Hours x Rate): This is the number of hours worked multiplied by the hourly rate.

Activity: Indicate the grant related activity that each employee worked on for each of the dates/hours listed.

Totals: Please total the Hours Worked and Total (Hours x Rate) columns.

Signatures: Forms must be signed by the appropriate supervisor(s). Timesheets submitted for contractor personnel must be signed by a supervisor at the contracted entity and by the authorized signature authority for the grant.

Example:

Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity
1	John Doe Admin. Assistant	8/12/97	2	\$10.00	\$20.00	Developed newspaper ad template for summer seminar series
2	Jane Doe Project Coordinator	9/19/97	5.5	\$15.00	\$82.50	Staffed information booth for "Marina del Rey Community Meet 'n' Greet"
3	Jane Doe Project Manager	9/20/97	3.25	\$15.00	\$48.75	Responded to requests for information gathered at 9/19/97 event
Totals:					<u>10.75</u>	<u>\$151.25</u>



bay restoration foundation

STEWARDS OF SANTA MONICA BAY

santa monica bay restoration foundation 320 west 4th street, ste 200; los angeles, california 90013
213/576-6615 phone 213/576-6646 fax santamonica bay.org

EXHIBIT A TERMS AND CONDITIONS

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay all outstanding debts owed to the Santa Monica Bay Restoration Foundation (SMBRF) within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the SMBRF until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "SMBRF" means the Santa Monica Bay Restoration Foundation.
- "Executive Director" means the Executive Director of the SMBRF or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the SMBRF and the Grantee for this Grant.
- "Grant Manager" means the SMBRF staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SMBRF Grant Program.
- "State" means the SMBRF and/or its designated officer.

- | | |
|----------------------------------|---|
| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the SMBRF's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the SMBRF's support must incorporate the SMBRF logo and state "Funded by a Grant from the Santa Monica Bay Restoration Foundation." Initials or abbreviations for the SMBRF shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the SMBRF's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the SMBRF adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. |

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values



3.	AIR OR WATER POLLUTION VIOLATION	<p>Under the State laws, the Grantee shall not be:</p> <ol style="list-style-type: none"> a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
4.	AMENDMENT	<p>No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.</p>
5.	AMERICANS WITH DISABILITIES ACT	<p>The Grantee assures the SMBRF that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)</p>
6.	ASSIGNMENT, SUCCESSORS AND ASSIGNS	<ol style="list-style-type: none"> a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the SMBRF's prior written consent. b. The provisions of this Agreement shall be binding upon and inure to the benefit of the SMBRF, the Grantee, and their respective successors and assigns.
7.	AUDIT/RECORDS ACCESS	<p>The Grantee agrees that the SMBRF or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the SMBRF to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
8.	AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with SMBRF on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.</p>

9.	AVAILABILITY OF FUNDS	The SMBRF's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
10.	CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <ol style="list-style-type: none"> <li data-bbox="505 317 1375 506">a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and <li data-bbox="505 527 1375 646">b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
11.	COMMUNICATIONS	All communications from the Grantee to the SMBRF shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail and letter to the Grant Manager as identified in Exhibit B – Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manger is required following the E-mail.
12.	COMPETITIVE BIDDING	The SMBRF requires Grantees to use a competitive bidding process when contracting for services required under this Agreement for contracts over ten thousand dollars (\$10,000.00).
13.	COMPLIANCE	<p>The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.</p> <p>With each Payment Request, the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings on file with the SMBRF is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings.</p>
14.	CONFIDENTIALITY/ PUBLIC RECORDS	The Grantee and the SMBRF acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code ("GC") Section 6250 et seq. The SMBRF agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the SMBRF, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

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15. **CONFLICT OF INTEREST** The Grantee needs to be aware of the following provisions regarding current or former SMBRF employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the SMBRF must be contacted immediately for clarification.
- Current SMBRF Employees:*
- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any SMBRF grant, unless the employment, activity, or enterprise is required as a condition of their regular employment by SMBRF.
 - b. No officer or employee shall contract on his or her own behalf as an independent contractor with a grantee of SMBRF to provide goods or services.
- Former SMBRF Employees:*
- a. For the two-year period from the date he or she left SMBRF employment, no former SMBRF officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by SMBRF.
- If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void.
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16. **CONTRACTORS/
SUBCONTRACTORS** The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the SMBRF. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.
- Nothing contained in this Agreement or otherwise, shall create any contractual relation between the SMBRF and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the SMBRF for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the SMBRF's obligation to make payments to the Grantee. As a result, the SMBRF shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.
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17. **CONTROLLING LAW** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California
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18. **COPYRIGHTS AND
TRADEMARKS**
- a. The Grantee assigns to the SMBRF any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the SMBRF. The SMBRF gives consent to the Grantee to retain all or any part of the ownership of these rights.
 - b. The SMBRF hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.
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19.	CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA	When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.
20.	DISCRETIONARY TERMINATION	<p>The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:</p> <ul style="list-style-type: none"> a. Submit a final written report describing all work performed by the Grantee; b. Submit an accounting of all grant funds expended up to and including the date of termination; and, c. Reimburse the SMBRF for any unspent funds.
21.	DISPUTES	Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
22.	DRUG-FREE WORKPLACE CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.).
23.	EFFECTIVENESS OF AGREEMENT	This Agreement is of no force or effect until signed by both parties.
24.	ENTIRE AGREEMENT	This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.
25.	ENVIRONMENTAL JUSTICE	In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
26.	EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
27.	FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>The SMBRF will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Promoting "Water Conservation and Landscaping Fair" event. b. Hosting of various exhibitors, who will demonstrate for the public about how to reduce water use and runoff through their landscape and water usage choices. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> a. Promotion of "Water Conservation and Landscaping Fair" event. b. Completion of "Water Conservation and Landscaping Fair" event.

28.	FORCE MAJEURE	Neither the SMBRF nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the SMBRF or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
28.	FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the SMBRF any funds improperly expended.
30.	GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE SMBRF	The Grantee agrees to indemnify, defend, and save harmless the SMBRF, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
31.	GRANTEE'S NAME CHANGE	A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the SMBRF will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.
32.	INSURANCE REQUIREMENTS	<p>All of the policies referenced herein shall be in a form and by insurance companies acceptable to SMBRF. The Santa Monica Bay Restoration Foundation must be named as an Additional Insured. Grantee shall pay premiums for such insurance. Grantee shall deliver such policies, or certified copies to SMBRF. Grantee shall give thirty (30) days' prior written Notice to SMBRF before such insurance is altered or canceled. All insurance referenced in Paragraph 1 shall be primary.</p> <p>A. Workers Compensation Coverage If Grantee employs any person to perform work in conjunction with this Agreement, Grantee shall obtain Workers Compensation Insurance Coverage for all its employees, as necessary, to comply with the laws of the State of California.</p> <p>B. Automobile-General Liability If Grantee operates any vehicles in performing services under, or in connection with this Agreement, Grantee shall obtain Automobile-General Liability Insurance for bodily injury/property damage with limits not less than One-Hundred-Thousand Dollars (\$100,000) per occurrence.</p> <p>C. Errors and Omissions If Grantee performs any services under or in connection with this Agreement requiring it to hold a license or permit in any one or more of the fields of accounting, architecture, engineering, law or medicine</p>

in connection with the Agreement, Grantee shall obtain Errors and Omissions Insurance, on an occurrence basis, in an amount not less than One-Million Dollars (\$1,000,000) per occurrence.

D. Commercial General Liability

The SMBRF requires all contractors, subcontractors, and organizations with which SMBRF coordinates or to which funds are distributed for programs, projects, events, products, or other deliverables to obtain Commercial General Liability (CGL). If the SMBRF requires CGL insurance, the SMBRF requires naming the Santa Monica Bay Restoration Foundation as an additional insured with a limit of not less than One Million Dollars (\$1,000,000).

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| 33. | MINORITY BUSINESS ENTERPRISE (MBE), AND WOMEN'S BUSINESS ENTERPRISE (WBE) PARTICIPATION | Grantee agrees to ensure that Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs), as defined by SMBRF, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Grantee and its subcontractors shall take all necessary and reasonable steps that are specified by SMBRF in this Agreement, in accordance with SMBRF policy, to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. |
| 34. | NATIONAL LABOR RELATIONS BOARD CERTIFICATION | The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.) |
| 35. | NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY | The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the SMBRF. |
| 36. | NON-DISCRIMINATION CLAUSE | <ol style="list-style-type: none">a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103).c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement. |
| 37. | OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS | The SMBRF shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the SMBRF upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree that the SMBRF shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation. |
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38. PATENTS

The Grantee assigns to the SMBRF all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the SMBRF may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

39. PAYMENT

- a. The Budget, attached to and incorporated herein by reference to this Agreement as Exhibit D, states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, which is attached to and incorporated herein by reference to this Agreement as Exhibit C. The SMBRF shall reimburse the Grantee for only the work and tasks specified in the Work Plan at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described on the Work Plan in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
- e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

40. PERSONAL JURISDICTION

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the SMBRF approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the SMBRF for such purposes.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all
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		equipment and supplies, shall vest upon acquisition in the Grantee.
42.	RECYCLED-CONTENT CERTIFICATION	The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the SMBRF on the Recycled Content Certification Form.
43.	RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing thirty percent (30%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
44.	RECYCLED-CONTENT PRODUCT PROCUREMENT	In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements. If the Grantee cannot purchase RCP's, the Grantee must document why it was unable to comply with this requirement.
45.	REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
46.	REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
47.	RESOLUTION	A county, city, district, or other local public body must provide the SMBRF with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
48.	SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
49.	SITE ACCESS	The Grantee shall allow the SMBRF to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work.
50.	STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
51.	SWEATFREE CODE OF CONDUCT	a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal

		<p>sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.</p> <p>b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
52.	TERMINATION FOR CAUSE	<p>The SMBRF may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the SMBRF may proceed with the work in any manner deemed proper by the SMBRF. All costs to the SMBRF shall be deducted from any sum due the Grantee under this Agreement.</p>
53.	TIME IS OF THE ESSENCE	<p>Time is of the essence to this Agreement.</p>
54.	UNION ORGANIZING	<p>By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:</p> <p>a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.</p> <p>b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no SMBRF funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.</p>
55.	VENUE/ CHOICE OF LAW	<p>a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Los Angeles, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Los Angeles County, California.</p> <p>b. The laws of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.</p>
57.	WAIVER OF CLAIMS AND RECOURSE AGAINST THE SMBRF	<p>The Grantee agrees to waive all claims and recourse against the SMBRF, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product,</p>

structure, or condition created pursuant to, or as a result of, this Agreement.

58. WORK PRODUCTS

The Grantee must provide the SMBRF with copies of all final products identified in the Work Plan.

59. WORKERS'
COMPENSATION/
LABOR CODE

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.



bay restoration foundation

STEWARDS OF SANTA MONICA BAY

santa monica bay restoration foundation 320 west 4th street, ste 200; los angeles, california 90013
213/576-6615 phone 213/576-6646 fax santamonica.org

EXHIBIT B DRAFT PROCEDURES AND REQUIREMENTS SMBRF GRANT PROGRAM

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

This Grant Program is administered through the Santa Monica Bay Restoration Foundation (SMBRF). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

This document is incorporated by reference, and attached to, the Grant Agreement.

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing thirty percent (30%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

MILESTONES

At least Quarterly, after start date	Invoice/Report
May 2010	Final Invoice/Report

No extensions will be granted for submittal of final report beyond November 1, 2010.

QUESTIONS?

All communication regarding this grant should be directed to your Grant Manager.

Sarah Woodard, (213)576.6641 or swoodard@waterboards.ca.gov

You may also email the Administrative Director at smbrc@waterboards.ca.gov.

WHERE TO SEND REPORTS, PAYMENT REQUESTS, ETC.

Send your Reports, Payment Requests, and all other written correspondence to your Grant Manager's attention at:

Santa Monica Bay Restoration Foundation
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Attn: Sarah Woodard

ELIGIBLE COSTS

All expenditures must be only for activities, products, and costs included in the approved Work Plan (Exhibit C) and approved Budget (Exhibit D), and **must be incurred, and services provided and goods received, after receiving Notice to Proceed and before the end of the Grant Term.** Any proposed revisions to the Work Plan and/or the Budget must be submitted and pre-approved in writing by the Grant Manager prior to Grantee incurring the proposed expenditures. The approval document should be retained by the Grantee for audit purposes.

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values



INELIGIBLE COSTS

Any costs not included in your approved budget are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact your Grant Manager. Ineligible costs include, but are not limited to:

- Costs (claimed as either grant expenses or matching monies) incurred prior to receipt of Notice to Proceed or after the end of the grant term;
- Costs currently covered by another SMBRF Loan, Grant or Contract;
- Purchasing or leasing of land or buildings;
- Purchasing of vehicles by non-governmental agencies;
- Leasing of vehicles by non-governmental agencies unless pre-approved in writing by grant manager;
- Remediation;
- Enforcement activities;
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that are pre-approved in writing by the Grant Manager when law or a labor contract requires overtime compensation);
- Out-of-state travel; any food or beverages (e.g. as part of meetings, workshops, or events); or cell phones, pagers, and Palm Pilots unless pre-approved in writing by grant manager;
- Development of school curricula;
- Public education costs not directly tied to the Scope of Work (Exhibit C);
- Profit or mark-up by the Grantee;
- Any costs that are not consistent with local, state and federal guidelines and regulations;
- Personnel costs incurred while an employee assigned to the grant project is not working on the grant (e.g., use of accrued time such as sick leave, vacation, etc.);
- Pre-paid expenditures for future goods or services delivered beyond the end of the grant term (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the Grant Manager.);
- Overhead in excess of 10% for any applicant.
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations.

REQUIREMENTS FOR PUBLICITY AND EDUCATION ITEMS

Materials or items purchased for publicity or educational purposes may be denied for reimbursement if they do not meet the requirements detailed in this section.

Premiums must be specifically tailored to the target audience, must be durable, and not likely to be disposed of in a short time, nor contribute to the waste stream or hazardous waste stream (e.g., any item containing batteries, mercury, etc.).

For all languages other than English, you must work with a certified translator or person fluent in reading and writing the language. A description of the translator's qualifications,

as well as an English version of the material(s), must be submitted with the final report.

For audit purposes, samples of all publicity and education materials must be retained for three years AFTER the close of the Grant Term or a longer period of time if warranted to resolve any issues surrounding this Grant.

All items/materials, as appropriate, must meet the recycled-content product content requirements as set forth in the Terms and Conditions (Exhibit A) and described in the RCP Form, and must include the following:

1. Acknowledgement of the SMBRF funding that reads "Funded by a Grant from the Santa Monica Bay Restoration Foundation."¹ Use of the initials "SMBRF" is not sufficient. Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line, or if it would interfere with the message. All exceptions must be pre-approved in writing by your Grant Manager.
2. The SMBRF Logo.

WRITTEN PRE-APPROVAL REQUIRED FOR SELECT PUBLICITY AND EDUCATION MATERIALS

The following materials and items require written approval from your Grant Manager prior to incurring the expense. These items include:

1. Premiums, if the per item cost exceeds six dollars (\$6).
2. All television and video scripts.

PUBLICITY & EDUCATION REPORTING SAMPLES

For audit purposes, Grantees are required to retain samples of all P&E materials for three years AFTER the close of the grant term, or a longer period of time if warranted to resolve any issues with this grant. (See Audit/Records Access with the Terms and Conditions, Exhibit A, for more information.)

PROGRESS REPORTS

DUE:

The Progress Report due:

At least Quarterly, after start date

The reports should include, at a minimum, the following:

1. The Grant number, Grantee's name, and reporting period.
2. A description of work completed, arranged by the Reporting and Expenditure Categories as shown in your Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:
 - a) What are the unique or new activities/technology?
 - b) What were the successes (so far) in relation to goals and objectives?
 - c) What problems/challenges were discovered during implementation?
 - d) How did you resolve them?
 - e) What "best practices" might be shared with other jurisdictions?
3. A brief discussion of work to be conducted during the remainder of the grant term. If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation. Your Grant Manager must give written pre-approval for any changes to the Work Plan or Budget.

¹ There are only two acceptable Spanish translations: "Financiado por una beca del Santa Monica Bay Restoration Foundation" or "Patrocinado por fondos del Santa Monica Bay Restoration Foundation." For other languages, you must work with a certified translator or person fluent in reading and writing that language.

**FINAL PROGRESS
REPORT**

DUE: MAY 2010

The Final Progress Report covers all activities occurring after the previous Progress Report period; additionally, this report summarizes the entire grant from May 2009 – May 2010, and includes:

1. The Grant number, Grantee's name, and Grant Term.
2. Description of activities that were undertaken, continued, and completed during the reporting period. Activities must be arranged by the categories shown in your approved Work Plan.
3. Summary of results, as applicable to your Work Plan.
4. Copies of any work product identified in the scope of work, photographs and descriptions of equipment, structures, events, etc. that were produced, purchased or conducted (unless previously submitted).
5. A completed and signed Recycled-Content Certification Form for all items purchased with Grant Funds.

**PAYMENT
REQUEST
DETAILS**

The Grant Manager shall authorize payment upon approval of a complete and accurate Payment Request and, where applicable, approval of all required reports.

Forms for a Payment Request

All forms are available from your Grant Manager.

Required Documents and Format for Payment Request

A complete Payment Request must include the following items in the order listed.

1. **Payment Request Form** – This form must be signed by the individual authorized by the resolution. Please remember to type or print the individual's name and title below the signature.
 2. **Expenditure Itemization Summary** - All expenditures must be itemized and arranged by the Reporting and Expenditure Categories for your Grant as it was approved.
 3. **General Checklist of Business Permits, Licenses, and Filings Form** – Must be completed and signed by the individual authorized in the resolution.
 4. **Ten Percent Withhold** – Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in the Grant Agreement have been satisfactorily completed.
 5. **Supporting Documentation** – Documentation for all expenditures claimed on the Payment Request should be retained for a minimum of 3 years after closeout of the grant term for audit purposes. (see Audit/Records Access in Terms and Conditions, Exhibit A) Types of acceptable documentation include:
 - a. **Invoices.** Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date.
 - b. **Receipts.** Receipts should include the same information as invoices (see above).
 - c. **Purchase orders with proof of payment.** Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
 - d. **Personnel Expenditure Summary Form.** Document personnel expenditures based on actual time spent on grant activities (these forms are not required if you
-

have an alternate time reporting method pre-approved by your Grant Manager).

- e. **Travel Expense Form.** Document costs related to travel and include supporting documentation.
-

**SERVICES
RENDERED**

Goods and services must be paid for and received within the period from the Notice to Proceed to the end of the term of the Grant Agreement. Proof of delivery is required.

**EXCEPTIONS AND
AUDIT
CONSIDERATIONS**

Exceptions to the provisions of the Grant Agreement may be considered on a case-by-case basis.

Requests must be submitted in writing, and approved in writing, by your Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

This grant is subject to audit for at least three years from its conclusion or grant term end date, whichever is later. Documentation and a clear audit trail are essential to grant management.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or canceled checks. See the Terms and Conditions (Exhibit A) for more information.

**OVERHEAD AND
INDIRECT COSTS**

Overhead and indirect costs can be claimed by Grantees. The following guidelines must be used when claiming these costs:

- The total cost of overhead and indirect cost charged to the grant shall not exceed ten percent (10%) of the grant funds expended. These costs are expenditures not capable of being assigned and not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of overhead and indirect costs. All overhead and indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
If you are uncertain whether a given cost is considered an overhead/indirect cost by the SMBRF, contact your Grant Manager.
 - Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula.
 - Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula; and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Any such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as overhead or indirect cost.
 - The Grantees must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by the SMBRF.
 - The Grantees must have on file an internally approved Cost Allocation Plan which specifically documents how the cost amount was established and how it is supported
-

by formal accounting records to substantiate the charges. The Cost Allocation Plan must be approved by an appropriate Supervisor/Manager in your agency. The Cost Allocation Plan must identify program elements included in the overhead/indirect cost calculation. See the sample "Cost Allocation Plan" calculation below:

Total department indirect cost divided by total department direct cost base equals indirect cost rate.



bay restoration foundation

STEWARDS OF SANTA MONICA BAY

santa monica bay restoration foundation ✂ 320 west 4th street, ste 200; los angeles, california 90013
213/576-6615 phone ✂ 213/576-6646 fax ✂ santamonlcbay.org

EXHIBIT C SCOPE OF WORK SMBRF GRANT PROGRAM

COPIES OF THE SCOPE OF WORK SHOULD BE SHARED WITH BOTH THE FINANCE DEPARTMENT AND THE STAFF RESPONSIBLE FOR IMPLEMENTING THE GRANT ACTIVITIES.

PROJECT DESCRIPTION

Las Virgenes Municipal Water District (LVMWD) is hosting a new special event: the first annual Landscape and Water Conservation Fair. LVMWD will promote a water and natural resource conservation ethic, irrigation efficiency, the beauty and benefits of drought-tolerant and native landscaping and an appreciation of the surrounding environment. LVMWD will target the many local, large residential lots that are intensively irrigated. Landscape irrigation runoff was observed to occur from 36% of parcels in a round-the-clock study of a single-family residential neighborhood. The largest causes of runoff (45%) were things that are simple to correct, such as aiming or unblocking sprinkler heads. This fair will serve to educate the public about making these simple corrections and about water usage choices.

SCOPE OF WORK/ PROJECT DESIGN

LVMWD is targeting a minimum of 20 exhibitors with a variety of water conservation expertise: drought tolerant plant vendors; native/drought-tolerant landscape designers; water conservation certified irrigation specialists; customer representatives for weather based irrigation controllers; soils experts; plumbers with expertise installing rainwater harvesting systems; pool cover companies; local agencies; and other conservation-related non-profits, businesses, and agencies. These vendors shall promote their services and teach customers how to tune equipment to prevent runoff and save water. LVMWD staff shall promote indoor and outdoor conservation through rebates, demonstrations, and information. LVMWD hopes to attract at least 500 people in this inaugural year, specifically targeting neighborhoods previously identified with a high incidence of runoff.

Project components:

- Distribute promotional material through mailer insert in water bill. Target release of promotional material and advertising following the first bills received under drought restrictions with over-use surcharges, so many residents will be motivated to conserve water.

Outreach shall include information on the environmental consequences of excessive water use,

- by drawing water from the Sacramento-San Joaquin delta, and
- by flushing nutrients and bacteria to local streams and beaches with irrigation runoff.

Outreach shall target a portion of the residential population who live in residential communities that have been previously identified as excessive water users with a high incidence of runoff.

- Hold Landscaping Fair in order to:

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values



- Promote local vendors of native plants and equipment, and services that will reduce irrigation watering, reduce irrigation runoff, and increase habitat.
- Promote appreciation of the natural environment by giving local environmental groups an opportunity to share information and resources with the public.
- Share LVMWD expertise in water conservation, both outdoor and indoor.

TIMELINE

May/June 2009 – Planning; finding a venue; and setting a date for the fair.

July 2009 – Make contacts with potential vendors and agencies to participate in the fair, and begin coordinating logistics, such as event space, tents, tables, etc.

August 2009 – Continue to line up participants, order materials for door and drawing prizes; develop public outreach and advertising.

September 2009 – Recruit volunteers, coordinate with schools, begin public outreach.

October 2009 – Event month: Advertise and send invitations, train volunteers.

October 24, 2009 – Host the fair and collect information on who attended, who received what water conservation devices, etc.

November 2009 – April 2010 – Analyze conservation effectiveness and revise plans for the following year. Obtain feedback from fair participants to trouble-shoot for next year's fair. (Continue analysis throughout the year by tracking attendee water use.)

May 2010 – Submit Final Report and invoice.

EVALUATION PLAN

LVMWD shall track attendance to the fair and to individual events, presentations, and booths with a 6-stamp attendance card given to each household attending. Households shall then submit the card for the opportunity to win prizes, such as a landscape design consultation, a professional water audit, gift certificate for native plants, and so on. This shall provide LVMWD with data on how many attended, who attended, what was attended. Next, LVMWD shall look up water use for those households to evaluate success in reaching the target audience. Water use from the year previous shall be compared to usage for one year, beginning after the fair, to evaluate the effectiveness of the outreach effort. This information shall be used to plan for and revise the 2010 fair.

The various evaluation components – attendance and participation data, staff observations, and water usage data – shall be documented, analyzed, and summarized in the Final Report. Examples of these evaluation components shall also be included in the Final Report.



bay restoration foundation

STEWARDS OF SANTA MONICA BAY

santa monica bay restoration foundation 320 west 4th street, ste 200; los angeles, california 90013
213/576-6615 phone 213/576-6646 fax santamonica bay.org

EXHIBIT D BUDGET SMBRF GRANT PROGRAM

COPIES OF THE BUDGET SHOULD BE SHARED WITH BOTH THE FINANCE DEPARTMENT AND THE STAFF RESPONSIBLE FOR IMPLEMENTING THE GRANT ACTIVITIES.

Budget Item	PIB (\$)	EV Match (\$)	Total Cost (\$)
Pizza or sandwiches for vendor/volunteer training		200	200
Promotions: advertisement, mailer insert	50	250	300
Rental chairs, tables, tents, raffle drum	700		700
Large sign rental for nearby intersections	150		150
4 Large Banners, 8 small banners	1,000		1,000
Buttons, stickers & clings (stickers for in the shower/bathroom mirror) and stamps for drawing cards	200		200
Security guards for night prior to fair after set-up		350	350
Promotional items (watering cans, buckets, low flow shower heads, native gardening books, etc.; other prizes donated)		1,000	1,000
Drawing prizes (weather based irrigation controller; other prizes donated)		600	600
Ice for event		50	50
breakfast snacks, coffee, lunch box meals for exhibitors and volunteers (25 vendors+ 30 volunteers@ \$10 each)		550	550
Staff time (5 event staff/6 hrs @ ~\$30/hr)	900		900
TOTAL	3,000	3,000	6,000

our mission: to restore and enhance the santa monica bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the bay's benefits and values





THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Regular Board Meeting

July 14, 2009

12:00 p.m. -- Room 2-456

Tuesday, July 14, 2009 Meeting Schedule		
7:00-8:00 a.m.	Rm. 2-413	Dir's. Computer Training
8:00 a.m.	Rm. 1-102	L&HR
10:00 a.m.	Rm. 2-145	C&L
12:00 p.m.	Rm. 2-456	Board Meeting

MWD Headquarters Building

• 700 N. Alameda Street

• Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: (Guest)
- (b) Pledge of Allegiance: Director Yvonne Arceneaux

2. Roll Call

3. Determination of a Quorum

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

Sunne Wright McPeak, President and CEO, California Emerging Technology Fund: Presentation on the Delta Vision Foundation case

Date of Notice: July 1, 2009

IDA(1a.)

5. OTHER MATTERS

- A. Approval of the Minutes of the Meeting for June 9, 2009. (A copy has been mailed to each Director)
Any additions, corrections, or omissions
- B. Report on Directors' meetings attended at Metropolitan expense for month of June
- C. Induction of new Director, Thomas P. Evans, from Western Municipal Water District of Riverside County
 - (a) Receive credentials
 - (b) Report on credentials by General Counsel
 - (c) File credentials
 - (d) Administer Oath of Office
 - (e) File Oath
- D. Adopt motion to adjourn the August Board Meeting to August 18, 2009, to establish tax rate
- E. Approve committee assignments
- F. Chairman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of Metropolitan's activities for the month of June
- B. General Counsel's summary of Legal Department activities for the month of June
- C. General Auditor's summary of activities for the month of June
- D. Ethics Officer's summary of activities for the month of June
- E. Approve General Manager's Business Plan for fiscal year 2009/10

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Authorize Phase Two of Two-Way Radio System Upgrade.
Appropriate \$390,000; and authorize Phase Two of the Two-Way Radio System Upgrade (Approp. 15376). (WQ&O)

Recommendation:

Option #1:

Adopt the CEQA determination and

a. Appropriate \$390,000; and

b. Authorize Phase Two of the Two-Way Radio System Upgrade project.

- 7-2 Authorize entering into a LRP agreement for San Vicente Water Recycling Project.

Authorize entering into a Local Resources Program agreement with San Diego County Water Authority and the Ramona Municipal Water District for the San Vicente Water Recycling Project. (WP&S)

Recommendation:

Option #1:

Adopt the CEQA determination and authorize the General Manager to enter into an LRP agreement with San Diego County Water Authority and Ramona Municipal Water District for the San Vicente Water Recycling Program for 340 acre-feet per year under terms included in the board letter.

- 7-3 Authorizer entering into a LRP agreement for Advanced Water Purification Facility Project.

Authorize entering into a Local Resources Program agreement with Calleguas Municipal Water District and City of Oxnard for the Advanced Water Purification Facility Project. (WP&S)

Recommendation:

Option #1:

Adopt the CEQA determination and authorize the General Manager to enter into an LRP agreement with Calleguas Municipal Water District and the City of Oxnard for the Advanced Water Purification Facility Project for 2,310 acre-feet per year of recycled water under terms included in the board letter.

(END OF CONSENT CALENDAR)

8. OTHER BOARD ITEMS — ACTION

- 8-1 Adopt resolution authorizing amendment of Master Swap Policy.
Adopt resolution authorizing amendment of Metropolitan's Master Swap Policy. (B&F) **(Two-thirds vote required)**

Recommendation:

Option #1:

Adopt the CEQA determination and the attached resolution authorizing amendment to the Master Swap Policy as described in Attachment 1 to the board letter.

- 8-2 Appropriation for Metropolitan force construction of Skinner Completion Project and inspection and support activities for the Skinner Oxidation Retrofit Program.
Appropriate \$8.47 million for (1) Metropolitan force construction of the Skinner Completion Project, and (2) extended inspection and support activities for the Skinner Oxidation Retrofit Program (Approp. 15388). (E&CP)

Recommendation:

Option #1:

Adopt the CEQA determination and appropriate \$8.47 million to support completion of the Skinner ORP construction contract, and for Metropolitan force construction of the Skinner Completion Project.

- 8-3 Award contract to Sojitz Corporation of America to furnish large-diameter valves for Weymouth plant.
Appropriate \$2.22 million; and award \$2,426,000 procurement contract to Sojitz Corporation of America, to furnish large-diameter valves for the Weymouth plant, and for an intertie to the Inland Feeder. (Approp. 15369). (E&CP)

Recommendation:

Option #1:

Adopt the CEQA determinations and
a. Appropriate \$2.22 million; and
b. Award a \$2,426,000 procurement contract to Sojitz Corporation of America to furnish three large-diameter butterfly valves.

- 8-4 Award contract to replace floating cover; and authorize construction of potable water connection at Skinner Finished Water Reservoir.
Appropriate \$5.93 million; award \$3,438,590 contract to Layfield Environmental Systems Corporation to replace the floating cover; and authorize construction of a potable water connection at the Skinner Finished Water Reservoir (Approps. 15417 and 15435). (E&CP)

Recommendation:

Option #1:

Adopt the CEQA determinations and

- a. **Appropriate \$5.93 million in budgeted funds;**
- b. **Award \$3,438,590 contract to Layfield Environmental Systems Corporation to replace the floating cover at the Skinner reservoir; and**
- c. **Authorize construction of a potable water connection at the Skinner reservoir.**

- 8-5 Approve Strategic Power Plan Policy Goals.
Approve Strategic Power Plan Policy Goals. (WQ&O)

Recommendation:

Option #1:

Adopt the CEQA determination and approve the Strategic Power Plan Policy Goals.

- 8-6 Authorize payment for support of Colorado River Board and Colorado River Authority of California.
Authorize payment of up to \$592,800 for support of Colorado River Board and Colorado River Authority of California for fiscal year 2009/10. (WP&S)
(Two-thirds vote required)

Recommendation:

Option #1

Adopt the CEQA determination and, by a two-thirds vote, authorize the General Manager to make payments of \$577,728 to the Six Agency Fund and \$15,072 to the Colorado River Authority of California for a total of \$592,800 for FY 2009/10.

- 8-7 Conference with Labor Negotiators.
Conference with Labor Negotiators. (L&HR)
[Conference with labor negotiators; to be heard in closed session pursuant to Gov. Code Section 54957.6. Agency representative: Gilbert Ivey. Employee organizations: The Employees Association of The Metropolitan Water District of Southern California/AFSCME Local 1902; the Management and Professional Employees Association MAPA/AFSCME Chapter 1001, the Association of Confidential Employees, and the Supervisors Association.]
- 8-8 Express support, if amended, for S. 787 (Feingold, D-WI).
Express support, if amended, for S. 787 (Feingold, D-WI), the Clean Water Restoration Act of 2009. (C&L)
- Recommendation:
- Option #1:
- Adopt the CEQA determination and authorize the General Manager to express Metropolitan's support for S. 787 if amended.
- 8-9 Authorize extension of DVL boat ramp.
Authorize extension of the Diamond Valley Lake boat ramp. (RP&AM)
(To be mailed separately)

9. BOARD INFORMATION ITEMS

- 9-1 Status report for the Inland Feeder Program for activities through May 2009. (E&CP)
- 9-2 Participation in a proposed funding agreement and other related agreements for the pilot operation of the Yuma Desalting Plant. (WP&S)
- 9-3 Report on tentative settlement of proposed Southern California Edison transmission rate proceeding. (L&HR) **(To be mailed separately)**

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

NOTE: Underscored summary language at the beginning of each action item is provided for ease of reference only. Please refer to the entire description of each agenda item to obtain information on the subject matter under consideration.

At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

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

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

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



July 14, 2009 Board Meeting

TO: Board of Directors

INFORMATION ONLY

FROM: Resource Conservation & Public Outreach

Subject: Monthly Billing and AMR/AMI

SUMMARY

At the Board's direction, staff looked at the option of monthly billing for all District customers. This has been reviewed as an option several times in the past. The recent interest stems from the implementation of water budgets and the need to provide the customer with more timely information. A tabulation of the pros and cons of bi-monthly and monthly billing is attached. Research indicates a variation in billing frequency currently with different utilities and service providers for water, power, telephone, cable, trash, and sewer. Many are on a monthly cycle, but many others remain bi-monthly.

At a minimum, monthly billing will increase the cost related to postage, bill and notice stock, envelopes, and mailing supplies by about \$200,000 per year. These costs are about double the current expenses.

Assuming the current number of manually read meters remain, it is estimated that an additional 3 new positions, at about \$161,000 to \$184,000 per year plus benefits, will be necessary to handle meter reading, processing and administrative work. These new positions can perform water audits as needed. Other costs include meter reading equipment, computers, system programming, fuel, vehicles, and vehicle maintenance. An automatic meter reading (AMR) system and automated metering infrastructure (AMI) provide an efficient means of offsetting some of the costs associated with manual meter reading. The reduction is contingent upon the scope of AMR/AMI implementation. An order-of-magnitude estimate for a full AMR/AMI system is \$4 to \$5M. Regardless of the billing frequency, it is an efficient way to capture customer consumption data. Equally important benefits include identifying wasteful usage and leakage, improving revenue capture, and managing water and revenue losses.

A minor drawback of AMR/AMI is that it is rapidly advancing technology that lacks industry-wide implementation standards or protocols at this point. Different meter manufacturers offer equipment that are proprietary and incompatible with other vendors or existing equipment. However, the benefits of an AMR/AMI system far outweigh this nuance. This fiscal year, \$50,000 is budgeted for a District-wide AMR/AMI study for a consultant to review meter investments to date and develop a strategic implementation plan. A consultant Request for Proposals (RFP) will be presented for Board approval in the near future.

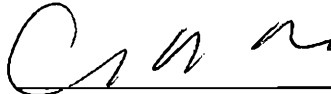
FINANCIAL IMPACT

There is no financial impact at this time.

Attachment: Monthly and Bi-Monthly Comparison

10C(1)

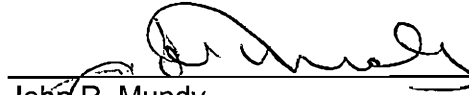
Carol Palma, Manager of Customer Service prepared this report.



7/7/09

Carlos G. Reyes
Director, Resource Conservation & Public Outreach

Date



7/7/09

John R. Mundy
General Manager

Date

CURRENT PROCESS – READ BI-MONTHLY, BILL BI-MONTHLY

Pros	Cons
<ul style="list-style-type: none"> • Current staffing is capable of performing all job duties and providing customer service including maintenance, meter change-outs, on-site repairs, and field investigations • Customers are accustomed to the billing cycle and may not like the change • No additional requirements for supplies or equipment • Provides customers with a 2-month window to make payment on their accounts. • Balances are not carried over from one bill period to the next • Customers are happy when they hear the billing is for a 2-month period • Collection process is very efficient • Water and sewer rates are on a bi-monthly basis 	<ul style="list-style-type: none"> • Does not provide timely information to the customer, particularly for water budgets • Bill covers 2 months of service so it is larger • Reduced chance of discovering meter maintenance issues sooner • Reduced ability to catch leaks sooner

READ MONTHLY, BILL MONTHLY

Pros	Cons
<ul style="list-style-type: none"> • Provide timely information to the customer, particularly for water budgets • Customers may find it easier to pay the smaller bill in terms of planning their personal expenses • Decrease the number of high bill complaints • Provide the ability to catch leaks sooner • Provide the ability to discover meter maintenance issues sooner (fogged, stuck, etc) • The District would have a higher presence in the community 	<ul style="list-style-type: none"> • Will cost more <ul style="list-style-type: none"> ○ Twice the number of meter reads requiring 3 new positions: <ul style="list-style-type: none"> ▪ May hire at Field Customer Service I/II level @ \$161,000 to \$184,000/year who can perform administrative work plus water audits ▪ OR create a job class of dedicated meter readers paid at a lower level, evaluate if existing staff can absorb the additional administrative work. ○ Twice the amount of bill stock, envelopes, notices, postage and mailing costs, remittance and printer supplies (\$200,000 per year) ○ Requirements for additional reading equipment, trucks, and miscellaneous supplies (costs undetermined) • Revision of the due dates and collection process • Customer complaints and service requests may increase due to increased number of bills • Customers would only have one month to pay • Possible increase in delinquents, disconnections and collection efforts • Customers will see a larger fluctuation in bill amounts due to differences in usage per month

MONTHLY AND BI-MONTHLY COMPARISON