



LEADERS IN
ENVIRONMENTAL
PROTECTION

**BOARD OF DIRECTORS
REGULAR MEETING**

And

**Public Hearing on a Proposal to Adopt an Ordinance Approving a Reimbursement
Agreement Between LWD and Marquee Enterprises, LLC**

DATE: Wednesday, February 13, 2013
TIME: 5:00 p.m.
PLACE: Leucadia Wastewater District
1960 La Costa Avenue, Carlsbad, CA 92009

AGENDA

Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. Also, items that arise after posting of the Agenda may be added, per Government Code Section 54954.2, by a 2/3 or unanimous vote of the Board.

Any writings or documents provided to a majority of the members of Leucadia Wastewater District regarding any item on this Agenda will be made available for public inspection in the Administration Office located at 1960 La Costa Avenue, Carlsbad, CA 92009 during normal business hours.

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. General Public Comment Period**
- 5. Approval of Agenda**
- 6. Presentations and Awards**
 - A. Achievement of an Individual Objective. (Pages 1-3)
 - B. Achievement of an Organizational Objective. (Page 4)

CONSENT CALENDAR

Items 7-12 will be enacted in one motion in accordance with the recommendation unless removed from the Consent Calendar by the Board of Directors, Staff or Public. If a member of the public wishes to remove an item, they should submit a "Request to Address the LWD Board of Directors" form to the Board Secretary prior to the meeting. Items removed from the Consent Calendar will be considered in the original agenda order immediately following adoption of the Consent Calendar.

7. Approval of Board and Committee Minutes

Minutes of the following meetings:

- January 7, 2013 Investment & Finance Committee Meeting (Pages 5-6)
- January 9, 2013 Regular Board Meeting (Pages 7-10)
- January 14, 2013 Community Affairs Committee Meeting (Pages 11-12)
- February 5, 2013 Engineering Committee Meeting (Pages 13-14)

8. Approval of Demands for January/February 2013

This item provides for Board of Directors approval of all demands paid from LWD during the month of January and a portion in February 2013. (Pages 15-41)

9. Operations Report

This report discloses the year-to-date and monthly flow, rain fall, EDU's and reclaimed water averages; along with MGD flow comparisons from FY 12 to FY 13 and flows by sub-basin. (Pages 42-45)

10. Finance Report

This report discloses up-to-date schedule of assets, liabilities, net assets and compares fiscal year-to-date expenditures to the FY 13 budget and discloses monthly investments. (Pages 46-53)

11. Quarterly Treasurer's Investment Report

This report discloses investments for the quarter ending December 31, 2012. (Pages 54-55, Attachment 11A)

12. Annual Review of the LWD's Reserve Policy

Receive and file the Annual Reserve Policy Review Report (Pages 56-61)

EWA and COMMITTEE REPORTS

13. Encina Wastewater Authority Reports

- A. An EWA Regular Board Meeting was held on January 23, 2013 – report by Director Juliussen. (Page 62)
- B. An Encina Member Agencies Manager's Meeting was held on February 5, 2013 – report by GM Bushee. (Verbal)

14. Committee Reports

- A. Community Affairs Committee meeting was held on January 14, 2013 – report by Director Omsted. (Page 63)
- B. Engineering Committee meeting was held on February 5, 2013 – report by Director Juliussen. (Pages 64-65)

ACTION ITEMS

15. **Adopt the 2013 Asset Management Plan completed by Dexter Wilson Engineering**
(Pages 66-76)
16. **Evaluation of an Onsite Portable Welding Unit** (Verbal)
17. **New CCTV Truck Cost Efficiencies Report** (Verbal)
18. **Batiquitos Pump Station Rehabilitation Project Proposed Change Order**
Authorize the General Manager to execute a proposed change order with PCL Construction Incorporated for additional work to reline of the west wall of Wet Well 2 of the Batiquitos Pump Station for an estimated amount of \$50,660. (Page 77)
19. **Agreement between Olivenhain MWD and Local Project Participants for Partnership and Uses of a Grant Award**
Authorize the General Manager to execute an agreement between Olivenhain Municipal Water District and Local Project Participants for Partnership and Uses of a Grant Award. (Pages 78-97)
20. **Contract Amendment No. 1 to Prizm for Janitorial Services**
Authorize the General Manager to execute a contract amendment with Prizm for Janitorial Services for an addition two years in an amount not to exceed \$30,747.60. (Pages 98-105)
21. **Discuss Draft Agenda for Board of Directors Strategic Planning Session**
(Pages 106-108)

PUBLIC HEARING

22. **Public Hearing to consider the following:**
A proposal to adopt an ordinance approving a reimbursement agreement for sewer between LWD and Marquee Enterprises, LLC. (Page 109)
23. **Adopt Ordinance No. 127 Approving A Reimbursement Agreement for Sewer between LWD and Marquee Enterprises, LLC ("DEVELOPER)**
(Pages 110-117)

INFORMATION ITEMS

24. **Project Status Updates and Other Informational Reports**
 - A. February 1, 2013 Force main overflow associated with the Lanikai Truck Sewer Lining project bypass. (Verbal)
 - B. CSDA Quarterly Dinner meeting is scheduled for Thursday, February 21, 2013 at the 94th Aero Squadron in San Diego. (Pages 118-120)
 - C. Union Tribune news article "Sewage pipe breaks near Ponto Beach". (Page 121)

25. Directors' Meetings and Conference Reports

- A. The CASA Conference was held at the Renaissance Esmeralda Resort & Spa in Indian Wells, CA on January 16 – 18, 2013. (Page 122)

- B. The CSDA Education Committee & Membership Committee meetings were held in Sacramento, CA on January 18, 2013 – report by President Sullivan. (Verbal)

26. General Manager's Report

27. General Counsel's Report

28. Board of Directors' Comments

29. Closed Session

- A. Conference with District Legal Counsel to discuss anticipated litigation pursuant to California Government Code Sec. 54956.9(b)(3)(A) and (C): Potential action re recycled water rebates.

30. Adjournment

AFFADAVIT OF POSTING


I, Paul J. Bushee, Secretary of the Leucadia Wastewater District, hereby certify that I posted a copy of the foregoing agenda in the lobby of the District office at 1960 La Costa Avenue, Carlsbad, California at least 72 hours prior to the meeting, in accordance with Govt. Code Section 54954.2(a).

Date: February 7, 2013



Paul J. Bushee, Secretary/General Manager

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: **Presentation and Awards – Achievement of an Individual Award**

It is my pleasure to announce that a Leucadia Wastewater District (LWD) staff member has met an individual performance objective under LWD's Incentive Program. The individual and achievement are as follows:

Bachelor of Art (B.A.) Degree in Organizational Management

Please join me in congratulating Todd Amos who recently received his Bachelor of Arts Degree in Organizational Management from the Ashford University. To obtain his degree, Todd worked hard on his own time for this achievement while maintaining his full time position at LWD. Todd also holds a Collections System II and Plant Maintenance certifications. Todd has been employed at LWD for less than one year and he is the third LWD employee to gain a bachelor degree under LWD's Incentive Program. Todd is eligible for an incentive award in the amount of \$1,000.

PJB:

ASSOCIATION OF COLLEGE AND UNIVERSITY FACULTIES

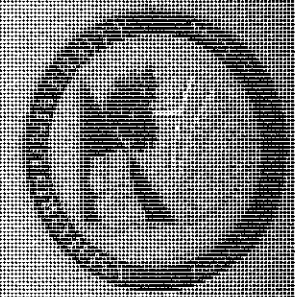
Upon the recommendation of the faculty and by order
of the authority vested in the Board of Trustees,
Antioch University hereby confers upon

Edo Herrin Jones

Doctor of Arts
in
the degree

Doctor of Arts
Department of Management

with all the rights and privileges thereto appertaining.
In testimony whereof, this degree is granted at Madison in the State of Iowa,
on the seventeenth day of December, in the year 1900.



Edo Herrin Jones
President of the Faculty

Charles W. Jones
President of the Board of Trustees

MEMORANDUM

Ref: 13-3550

Date: February 7, 2013
To: Board of Directors
From: Paul J. Bushee, General Manager *Paul J. Bushee*
Subject: Presentations and Awards

It is my pleasure to announce that the Leucadia Wastewater District (LWD) had a successful evening at the recent California Water Environment Association (CWEA) – San Diego Section’s Annual Installation and Awards Banquet. LWD was honored to receive the following three awards: Plant of the Year, Supervisor of the Year, and Collection System Person of the Year. A brief summary of each award follows:

Plant of the Year (less than 5 MGD category)

This is the first time LWD has received the Plant of the Year Award. By winning this award, CWEA recognized such innovative solutions as replacing and relocating the sand filter compressor which resulted in energy savings and a more reliable air supply to the filters. They also recognized the improved efficiency of our recycled water system that was achieved when the chemical storage tank was replaced and relocated. This award qualifies as a local award under the organizational objectives of LWD’s Incentive Program; therefore, staff is eligible for a \$100 incentive award.

Supervisor of the Year Award

Field Services Supervisor Marvin Gonzalez, took home the Supervisor of the Year honors. Marvin has been employed at LWD since 2005. In addition to this award, he was previously recognized as the local section’s Collection Person of the Year in 2008. Key characteristics that attributed to his winning this award include: his outstanding supervisory and mentoring skills and his extensive collection system and reclaimed water treatment experience. Marvin is a dedicated LWD employee who through his performance has demonstrated that he is most deserving of this award.

Collection System Person of the Year Award

Mr. Mauricio Avalos, a Field Service Technician I, received the Collection System Person of the Year award. Mauricio has been employed at LWD since 2011 and is known for his “can do” attitude. In achieving this award, the selection committee recognized the fact that Mauricio assumed a very active role in mentoring interns assigned to LWD as the part of the San Diego County Water Authority Internship Program. In addition, he recently suggested upgrades to our laptops for faster and more reliable communication with the District’s SCADA system. During his off time, Mauricio has passed several industry exams, while continuing his education by attending University of Phoenix to obtain a Bachelor of Science Degree.

Please join me in congratulating Marvin, Mauricio and LWD as a whole for these outstanding accomplishments. All three awards move on to the CWEA’s statewide competition, which will be announced at CWEA’s Annual Conference in April located in Palm Springs.

PJB:

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: **Presentation and Awards – Achievement of an Organizational Objective**

I am pleased to report that the Leucadia Wastewater District (LWD) achieved an organizational objective under the LWD Incentive Program:

Achieve Highest Number of Consecutive Days Without a Vehicle Accident

Under the Incentive Program, an Organizational Objective is met if the District achieves the highest number of consecutive days without a vehicle accident. On February 25, 2013, LWD staff achieved one complete year without a vehicle accident. Vehicle accidents result in economic impacts due to lost productivity, damaged public and private property, workers compensation costs, and undermines employee morale. As a result of this achievement, each employee is eligible for an incentive compensation award in the amount of \$250.

Please join me with congratulating all staff for going one year without a vehicle accident.

PB

LEUCADIA WASTEWATER DISTRICT
 Minutes of an Investment & Finance Committee Meeting
 January 7, 2013

A meeting of the Investment & Finance Committee (IFC) of Leucadia Wastewater District (LWD) was held Monday, January 7, 2013 at 8:30 a.m., at the LWD Administration Office located at 1960 La Costa Ave., Carlsbad, California.

1. Call to Order

Chairperson Hanson called the meeting to order at 8:30 a.m.

2. Roll Call

DIRECTORS PRESENT: Hanson and Omsted
 DIRECTORS ABSENT: None
 OTHERS PRESENT: General Manager (GM) Paul Bushee, Administrative Services Manager Chuck LeMay, Executive Assistant Trisha Hill, CPA Richard Duffey with Brownell & Duffey and Harvey Schroeder with White Nelson Diehl Evans, LLP.

3. Public Comment

No public comment was received.

4. New Business

- A. Authorize the General Manager to execute a contract amendment with White Nelson Diehl Evans, LLP for Financial Auditing Services for Fiscal Year 2013 (FY 13) and Fiscal Year 2014 (FY 14) in an amount not to exceed \$42,000.

ASM LeMay presented the item stating that the Board authorized a three year contract with White Nelson Diehl Evans, LLP for auditing services in 2010 and that an option to renew for an additional two year extension was included in the agreement. He stated that during these past three years staff has worked closely with the auditors during the audit process and believes it is in the District's best interest to execute the two year extension. CPA Duffey stated that the staff at White Nelson Diehl Evans, LLP is very professional and his experience working with them has been excellent.

GM Bushee noted that staff plans to advertise a request for proposals at the end of the two year extension. Director Omsted requested that the staff include the IFC during the request for proposals process for auditing services.

Following discussion, the IFC concurred with staff to forward the contract amendment with White Nelson Diehl Evans, LLP for Financial Auditing Services for Fiscal Year 2013 (FY 13) and Fiscal Year 2014 (FY 14) in an amount not to exceed \$42,000.

5. Information Items

None.

6. Comments, Questions or Requests by Directors

Director Hanson wished everyone a Happy New Year.

Director Omsted stated that he may be late for the Board meeting on January 9, 2013.

7. Comments by General Manager

None.

8. Adjournment

Chairperson Hanson adjourned the meeting at approximately 8:40 a.m.

Paul J. Bushee,
Secretary/Manager
(Seal)

LEUCADIA WASTEWATER DISTRICT
 Minutes of a Regular Board Meeting
 January 9, 2013

A regular meeting of the Board of Directors of the Leucadia Wastewater District (LWD) was held Wednesday, January 9, 2013 at 5:00 p.m., at the District Administration Office at 1960 La Costa Ave., Carlsbad, California.

1. Call to Order

President Sullivan called the meeting to order at 5:00 p.m.

2. Roll Call

DIRECTORS PRESENT: Sullivan, Kulchin, Juliussen, Omsted, and Hanson

DIRECTORS ABSENT: None.

OTHERS PRESENT: General Manager Paul Bushee, District Counsel Wayne Brechtel, Administrative Services Manager Chuck LeMay, Field Services Superintendent Jeff Stecker, Executive Assistant Trisha Hill, District Engineer Steve Deering with Dudek, and CPA Richard Duffey with Brownell & Duffey.

3. General Public Comment Period

There was no public comment.

4. Approval of Agenda

Upon a motion duly made by Director Juliussen, seconded by Director Omsted, and carried, the Board of Directors approved the agenda.

5. Presentations and Awards

None.

CONSENT CALENDAR

6. Approval of Board and Committee Minutes

Minutes of the following meetings:

December 12, 2012 Regular Board Meeting

~~**7. Approval of Demands for December 2012/January 2013**~~

~~Payroll Checks numbered 16453-16490; General Checking – Checks numbered 43282-43377.~~

8. Operations Report (A copy was included in the original January 9, 2013 Agenda)

9. Finance Report (A copy was included in the original January 9, 2013 Agenda)

10. Disclosure of Reimbursements Report for July through December 2012. (A copy was included in the original January 9, 2013 Agenda)

Upon a motion duly made by Director Juliussen, seconded by Director Omsted, and carried, the Board of Directors approved the consent calendar.

EWA and COMMITTEE REPORTS

11. Encina Wastewater Authority (EWA) Reports

- A. EWA Board Report – None to report.

President Sullivan stated that the December EWA report was reported last month during the LWD Board of Directors meeting.

- B. Encina Member Agencies Manager's Meeting – None to report.

12. Committee Reports

- A. Investment & Finance Committee (IFC) meeting was held on January 7, 2013.

Director Omsted reported that the IFC reviewed and agreed with staff's recommendation to authorize the General Manager to execute a contract amendment with White Nelson Diehl Evans LLP for Fiscal Year 2013 (FY 13) and Fiscal Year 2014 (FY14) in an amount not to exceed \$42,000. He noted that this will also be reviewed later in the agenda.

ACTION ITEMS

13. Contract Amendment No. 1 to White Nelson Diehl Evans, LLP for Financial Auditing Services.

ASM LeMay presented the item stating that IFC reviewed this item and agreed with staff's recommendation.

He provided information on the initial agreement, noting that within the contract there is an option to extend the agreement for an additional two years. He added that White Nelson Diehl Evans LLP performance has been excellent.

Director Juliussen asked why the increase in cost for the fiscal year 2014 audit. ASM LeMay stated that the cost increase was due to inflation. He added Staff believes the cost is still comparable with other company's costs.

GM Bushee noted that the IFC also asked the same question during their review of the contract. He also noted during the request for proposals process, their original fees reflected these costs.

Following discussion, and upon a motion duly made by Vice-President Kulchin, seconded by Director Hanson and carried, the Board of Directors authorized the General Manager to execute a contract amendment with White Nelson Diehl Evans LLP for Financial Auditing Services for Fiscal Year 2013 (FY 13) and Fiscal Year 2014 (FY 14) in an amount not to exceed \$42,000.

14. 2013 Board of Directors Committee Assignments.

President Sullivan stated that there are no proposed changes to the committee assignments.

GM Bushee noted the revised handout, because the copy in the agenda had an administrative error.

General Counsel Brechtel stated that since there are no changes, no action is required by the Board of Directors.

15. Board of Directors Strategic Planning Session.

GM Bushee presented the item stating that it is a follow up to the Strategic Planning discussion from the last Board meeting. He stated that he provided a list of potential topics to discuss at the upcoming Strategic Planning session. He suggested that the Board review the District's seven strategic areas since they have not been reviewed in the last six years. In addition, he noted that after the Board member's interviews with Mr. Bills, any items that they would like to discuss at the planning session will be added to the agenda.

Vice-President Kulchin requested a copy of the 2012 Board Strategic Plan summary. GM Bushee agreed to provide it to all Board members.

President Sullivan asked GM Bushee to provide a brief summary of last year's session. GM Bushee provided them with this information, noting that the Board discussed the practices of the best Boards, the employee opinion survey, financial overview of the District and employee benefits.

Director Juliussen asked the purpose of the Board member's interview with Jeff Bills. GM Bushee stated that the interview provides an opportunity to discuss what is important to each Board member and what they would like to discuss at the upcoming strategic planning session.

Director Omsted suggested that additional information on the District's future rate increases and an update on the finances be presented. GM Bushee agreed to do so. He also noted that staff is currently updating the Financial Plan.

No action was taken.

INFORMATION ITEMS

16. Project Status Updates and Other Informational Reports

None.

17. Directors' Meetings and Conference Reports

None.

18. General Manager's Report

General Manager Bushee reported on the following items:

- He reminded the Board that the Annual 2013 Wateruse Conference is scheduled in March in Monterey, CA and to contact EA Hill if they would like to attend.
- He noted that today is Director Hanson's birthday and everyone wished her a happy birthday.
- He reminded the Board that the CWEA Annual Awards Banquet is scheduled for January 26, 2013 in San Diego.

19. General Counsel's Report

General Counsel Brechtel reported on the provisions to the collection system Wastewater Discharge Requirements Monitoring and Mitigation Program from the State Water Resources Control Board. He noted that the proposed revisions to the mitigation and monitoring program are better than the previous draft and he added that CASA is currently reviewing this information and will provide comments by February 21, 2013.

20. Board of Director's Comments

Director Juliussen wished everyone a Happy New Year. He asked if a carpool will be provided for the CWEA Annual Awards Banquet. GM Bushee indicated that a carpool will be provided.

President Sullivan stated that she is attending her first CSDA Local Chapter Board meeting tomorrow and asked if anyone had suggestions or comments that she should pass along during the meeting. In addition, she will be attending a state CSDA committee meeting on January 18, 2013 in Sacramento.

21. Adjournment

President Sullivan adjourned the meeting at 5:18 p.m.

Elaine Sullivan, President

Paul J. Bushee
Secretary/General Manager
(SEAL)

LEUCADIA WASTEWATER DISTRICT
 Minutes of a Community Affairs Committee Meeting
 January 14, 2013

A meeting of the Community Affairs Committee (CAC) of the Leucadia Wastewater District (LWD) was held Monday, January 14, 2013 at 9:00 a.m. at the District Administration Office at 1960 La Costa Ave., Carlsbad, California.

1. Call to Order

President Sullivan called the meeting to order at 9:00 a.m.

2. Roll Call

DIRECTORS PRESENT: Sullivan and Omsted

DIRECTORS ABSENT: None.

OTHERS PRESENT: General Manager Paul Bushee, Administrative Services Manager Chuck LeMay, Executive Assistant Trisha Hill, Lois Humphreys and Jennifer Beales of TRG & Associates (TRG).

3. Public Comment

No public comment was received.

4. New Business

- A. Review and discuss the spring 2013 newsletter story ideas and schedule.

GM Bushee introduced Lois Humphreys of TRG to present the newsletter story ideas and schedule. Ms. Humphreys presented the story ideas stating that the articles in the newsletter will provide insight to the District's budget process. She stated that TRG will use graphics that will assist the reader to get a better understanding of the budget process. She also noted that the newsletter can highlight a LWD Board meeting in which the budget process will be discussed.

Ms. Humphreys also stated that on the back cover of the newsletter, they proposed to highlight several employees that assist the public.

Director Omsted suggested that instead of highlighting customer service interactions, he would like to see additional information and graphics on the how in door drains and wastewater plumbing systems work.

GM Bushee noted that the District and staff members are competing for the California Water Environment Association San Diego section awards. The winners will be announced on January 26th and if successful, he suggested that this information be included in the newsletter.

Ms. Humphreys stated that TRG & Associates submitted an award application to the California Association of Public Information Officials (CAPIO) for the LWD's newsletter. She stated that LWD won the award and that she will send the certificate to staff.

Following discussion, the CAC authorized staff and TRG to proceed with the story ideas, along with the suggested topics provided by Director Omsted and GM Bushee. The CAC also authorized staff and TRG to proceed with the suggested newsletter schedule.

6. Information Items

A. Speakers' Bureau Status Update.

Ms. Humphreys provided an update on the tentative outreach appointments scheduled for GM Bushee. She stated that a meeting has been scheduled with the Encinitas Chamber of Commerce during March. She is also waiting to hear back from the Surf Rider's Foundation to confirm a meeting date and location.

B. Teacher Grant Status Update.

Ms. Beales provided an update on the Teacher Grant Program stating that she has met with several principals and teachers.

President Sullivan requested that a newspaper article be written to announce the program. Ms. Beales indicated that TRG can draft an article.

She indicated that the administrators and teachers are very busy and they require many reminders to submit their applications.

EA Hill noted that the deadline to receive applications is February 28, 2013 and staff has not received any applications yet.

7. Directors' Comments

None.

8. General Manager's Comments

None.

9. Adjournment

President Sullivan adjourned the meeting at 9:50 a.m.

Paul J. Bushee
Secretary/Manager
(Seal)

LEUCADIA WASTEWATER DISTRICT
 Minutes of an Engineering Committee Meeting
 February 5, 2013

A meeting of the Engineering Committee (EC) of Leucadia Wastewater District (LWD) was held Tuesday, February 5, 2013 at 8:30 a.m., at the LWD Administration Office located at 1960 La Costa Avenue, Carlsbad, California.

1. Call to Order

Chairperson Juliussen called the meeting to order at 8:30 a.m.

2. Roll Call

DIRECTORS PRESENT: Juliussen and Kulchin

DIRECTORS ABSENT: None

OTHERS PRESENT: General Manager Paul Bushee; Technical Services Manager Robin Morishita; Field Services Superintendent Jeffery Stecker; Field Services Technician III Ian Riffle; Field Services Technician I Adam Robey; District Engineer Steve Deering; and Natalie Fraschetti from Dexter Wilson Engineering

3. Public Comment

No public comment was received.

4. New Business

- A. Adopt the 2013 Asset Management Plan completed by Dexter Wilson Engineering.

Natalie Fraschetti presented the 2013 Asset Management Plan to the EC. Following discussion, the EC concurred with staff to present this recommendation at the February 2013 Board meeting for adoption.

- B. Authorize the General Manager to execute a proposed change order with PCL Construction Incorporated for additional work to reline of the west wall of Wet Well 2 of the Batiquitos Pump Station for an estimated amount of \$50,660.

TSM Morishita presented staff's recommendation. Following discussion, the EC concurred with staff to present this recommendation at the February 2013 Board meeting for approval.

- C. Adopt Ordinance No. 127 approving a reimbursement agreement for sewer between LWD and Marquee Enterprises, LLC. (Developer).

DE Steve Deering presented staff's recommendation. Following discussion, the EC concurred with staff to present this recommendation at the February 2013 Board meeting for adoption.

- D. Authorize the General Manager to execute an agreement between Olivenhain Municipal Water District and Local Project Participants for Partnership and Uses of a Grant Award.

GM Bushee presented staff's recommendation. Following discussion, the EC concurred with staff to present this recommendation at the February 2013 Board meeting for authorization.

5. Information Items

A. Evaluation of an Onsite Portable Welding Unit

FST I Adam Robey presented a report of staff's onsite welding unit evaluation. Three options were discussed 1) mobile truck mounted welder, 2) portable welding unit, and 3) in shop welding station. As a result of the evaluation, staff plans to include funding for an in-shop welding unit in the Fiscal Year 2014 Budget. Vice-President Kulchin also suggested that Mr. Robey present an abridged version of his presentation at the February Board meeting.

B. New CCTV Truck Cost Efficiencies

FST III Ian Riffle presented a report of efficiencies gained through the purchase of the new CCTV Truck. He explained that the new CCTV Truck is projected to provide an annual saving of \$43,400 due to the following increase efficiencies:

- \$7,500/year savings on reduced traffic control
- \$13,900/year savings on easement inspections due to increased cable length
- \$22,000/year savings per year due to onboard bathroom

C. Force Main Corrosion Control Project

TSM Morishita presented a status report of the Force Main Corrosion Control Project. The project Notice to Proceed date was November 5, 2012 with an estimated completion date of February 3, 2013. TSM Morishita noted that the work was completed on January 24, 2013. The District is waiting for the final report from RFYeager, Corrosion Engineer before the Notice of Completion is filed with San Diego County.

D. Batiquitos Pump Station Rehabilitation Project

TSM Morishita presented an update of the Batiquitos Pump Station Rehab Project.

6. Director's Comments

None.

7. General Manager's Comments

TSM Morishita presented a report of the February 1, 2013 force main overflow associated with the Lanikai Trunk Sewer Lining project.

8. Adjournment

Chairperson Juliussen adjourned the meeting at approximately 10:45 a.m.

Paul J. Bushee,
Secretary/Manager
(Seal)

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager *certifying for*
SUBJECT: Approval of January/February Demands

RECOMMENDATION:

Staff requests that the Board of Directors:

1. Approve checks and electronic payments totaling \$ 1,552,423.76.
2. Discuss and take other action as appropriate.

DISCUSSION:

Attached are check registers describing all payments made by LWD for the months January 4, 2013 – February 7, 2013.

Operating expenses totaled \$ 1,205,084.18 while Capital Improvement Program expenses totaled \$ 213,070.98.

Payroll for employees and the Board totaled \$ 134,268.60.

Attached please find a year to date Employee and Board Payroll Report from January 2012 to February 2013 for your review. The report includes a monthly breakdown of employee and Board payroll expenses for the prior 12 months.

Attachment 1	Summary of Demands by Account January/February 2013
Attachment 2	Board Payroll Check Register dated January 4, 2013
Attachment 3	Payroll Check Register dated January 9, 2013
Attachment 4	Accounts Payable Check Register dated January 9, 2013
Attachment 5	Accounts Payable Check Register dated January 10, 2013
Attachment 6	Accounts Payable Check Register dated January 17, 2013
Attachment 7	Payroll Check Register dated January 23, 2013
Attachment 8	Accounts Payable Check Register dated January 31, 2013
Attachment 9	Accounts Payable Check Register dated February 1, 2013
Attachment 10	Board Payroll Check Register dated February 4, 2013
Attachment 11	Payroll Check Register dated February 6, 2013
Attachment 12	Accounts Payable Check Register dated February 7, 2013
Attachment 13	Year to Date Employee and Board Payroll Report

DEMANDS SUMMARY

February 13, 2013

1. Demands

<u>Category</u>	<u>Check #'s</u>	<u>Amount</u>	<u>Total</u>
Board Payroll Check -1/04/2013	16491 - 16495	\$ 1,321.02	
Payroll Check -1/9/2013	16496 - 16513	\$ 42,304.21	
Payroll Check -1/23/2013	16514 - 16531	\$ 41,451.15	
Payroll Check -2/6/2013	16532 - 16549	\$ 44,012.52	
Board Payroll Check -2/04/2013	16550 - 16554	\$ 5,179.70	
	Total		\$134,268.60
General Checking - 1/9/2013	43378 - 43412	\$ 80,537.32	
General Checking - 1/10/2013	43413	\$ 1,136.00	
General Checking - 1/17/2013	43414 - 43449	\$ 91,758.67	
General Checking -1/31/2013	43450 - 43470	\$ 30,183.93	
General Checking - 2/1/2013	43471 - 43475	\$ 45,996.37	
General Checking - 2/7/2013	43476 - 43533	\$ 1,168,542.87	
	Total		\$1,418,155.16
			\$1,552,423.76
	Grand Total		\$1,552,423.76

LEUCADIA WASTEWATER DISTRICT
BOARD PAYROLL CHECK REPORT

Payroll Date: January 4, 2013

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
16491 - 16495	1/4/2013	\$1,321.02

LEUCADIA WASTEWATER DISTRICT
EMPLOYEE PAYROLL CHECK REPORT

Payroll Date: January 9, 2013

<u>Check Nos.</u>	<u>Date</u>	<u>Amount</u>
16496 - 16513	1/9/2013	\$42,304.21

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43378- 2584	1	1/09/2013	10221 ADS LLC		
	1		47257 CONTRACT-DATA COLLE FLOW METER	3,570.00	12562.22-1212
43378- 2584	1	1/09/2013	Logged	*** Total ***	3,570.00
43379- 2584	2	1/09/2013	11431 BLACK & VEATCH CORPORATION		
	2		47269 FINANCIAL PLAN CONSULTING	4,587.13	1152445
43379- 2584	2	1/09/2013	Logged	*** Total ***	4,587.13
43380- 2584	3	1/09/2013	11650 BROWNELL AND DUFFEY CPA		
	3		47255 OPEN PO-CONTRACT-ACCT/FINANCIA	7,170.00	010713
43380- 2584	3	1/09/2013	Logged	*** Total ***	7,170.00
43381- 2584	4	1/09/2013	11877 KENNETH BUTTS		
	4		47249 REIMBURSE FOR TUITION/CLASS	198.00	TUITION-K.B.
43381- 2584	4	1/09/2013	Logged	*** Total ***	198.00
43382- 2584	5	1/09/2013	12510 WASTE MANAGEMENT		
	5		47243 TRASH SERVICE-DEC	197.81	109458102745
43382- 2584	5	1/09/2013	Logged	*** Total ***	197.81
43383- 2584	6	1/09/2013	12530 SAN DIEGO COUNTY SHERIFF		
	6		47261 GARNISHMENT-2012461529	200.00	2012461529-JAN
43383- 2584	6	1/09/2013	Logged	*** Total ***	200.00
43384- 2584	7	1/09/2013	13071 DATCO		
	7		47253 OPEN PO-SERVICE FEES AND TESTI	309.40	93081
43384- 2584	7	1/09/2013	Logged	*** Total ***	309.40
43385- 2584	8	1/09/2013	** unused **		
43386- 2584	9	1/09/2013	13822 DUDEK & ASSOCIATES		
	9		47225 GE/3251/100/PLAN CHECK	489.44	20124414
	9		47226 GE/3252/584/L.C. CONDOS	307.77	20124415
	9		47227 GE/3252/596/ASTOR GARDENS	362.22	20124416
	9		47228 GE/3252/607/VISTA LA COSTA	240.00	20124417
	9		47229 GE/3252/648/SHERIDEN RD	210.00	20124418
	9		47230 GE/3252/669/LEUCADIA GROVE	210.00	20124419
	9		47231 GE/3252/699/HYMETTUS PROJECT	361.67	20124471
	9		47232 GE/3252/737/HADAYAT ANNEX	705.00	20124420
	9		47233 GE/3252/753/L.C. CANYON	240.00	20124493
	9		47234 GE/3252/761/ARENAL RD	120.00	20124478
	9		47235 GE/3252/808/SEASIDE	30.00	20124423
	9		47236 GE/3252/844/L.C. TOWN	8,042.77	20124424
	9		47237 GE/3252/850/FIREHOUSE	750.00	20124494
	9		47238 GE/3252/851/JEREZ CT	1,080.00	20124425
	9		47239 GE/3252/852/SUB ZERO ICE CREAM	500.00	20124477
	9		47240 GE/3252/853/YOUNG ANNEX	60.00	20124426
43386- 2584	9	1/09/2013	Logged	*** Total ***	13,708.87
43387- 2584	10	1/09/2013	14423 ELECTRICAL SALES, INC.		
	10		47246 LAMPS @ LPS	475.99	4182912
43387- 2584	10	1/09/2013	Logged	*** Total ***	475.99

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43388- 2584	11	1/09/2013	15628 FAMCON PIPE AND SUPPLY, INC		
	11		47220 PAMTIGHT GAS TIGHT LIDS	3,657.04	146968
43388- 2584	11	1/09/2013	Logged	*** Total ***	3,657.04
43389- 2584	12	1/09/2013	16021 GREAT AMERICA FINANCIAL SERVIC		
	12		47259 COPIER LEASE	1,308.04	13158295
43389- 2584	12	1/09/2013	Logged	*** Total ***	1,308.04
43390- 2584	13	1/09/2013	16514 GABRIEL MENDEZ		
	13		47247 REIMBURSE G.M.-CERT CLASS	65.00	CERT-GRADE2
43390- 2584	13	1/09/2013	Logged	*** Total ***	65.00
43391- 2584	14	1/09/2013	17552 THE HOME DEPOT CRC/GECF		
	14		47258 OPEN PO-SUPPLIES @ BPS, AWT ET	574.80	HOMEDEPOT-DEC
43391- 2584	14	1/09/2013	Logged	*** Total ***	574.80
43392- 2584	15	1/09/2013	18150 ICMA RETIREMENT-303979		
	15		47263 DEFERRED COMP-ICMA	3,276.50	ICMA-1/9/12
43392- 2584	15	1/09/2013	Logged	*** Total ***	3,276.50
43393- 2584	16	1/09/2013	18711 I2B NETWORKS, INC		
	16		47218 CONTRACT-1 YR OF WEB CAM @BPS	160.00	18170
43393- 2584	16	1/09/2013	Logged	*** Total ***	160.00
43394- 2584	17	1/09/2013	21102 CASH		
	17		47270 PETTY CASH-DEC/JAN	338.64	PETTY-1/7/13
43394- 2584	17	1/09/2013	Logged	*** Total ***	338.64
43395- 2584	18	1/09/2013	23068 NATIONWIDE RETIREMENT SOLUTION		
	18		47260 DEFERRED COMP-NATIONWIDE	211.19	NATTON-1/9/12
43395- 2584	18	1/09/2013	Logged	*** Total ***	211.19
43396- 2584	19	1/09/2013	23115 JOHN W. SMITH		
	19		47223 BACKFLOW @ BPS	519.58	BACKFLOW
43396- 2584	19	1/09/2013	Logged	*** Total ***	519.58
43397- 2584	20	1/09/2013	24224 OFFICE DEPOT, INC.		
	20		47217 OPEN PO-OFFICE SUPPLIES	75.33	637803713001
43397- 2584	20	1/09/2013	Logged	*** Total ***	75.33
43398- 2584	21	1/09/2013	24440 OLIVENHAIN MUNICIPAL WATER DIS		
	21		47264 WATER @ TRAVELING	255.89	551070-DEC
	21		47265 WATER @ E. ESTATES	34.89	214000-12/12
	21		47266 WATER @ VP7	38.42	026000-12/12
	21		47267 WATER @ TRAVELING 2	210.98	544310-12/12
	21		47268 WATER @ VP5	34.89	03111487-DEC
43398- 2584	21	1/09/2013	Logged	*** Total ***	575.07
43399- 2584	22	1/09/2013	25010 AT&T		
	22		47224 PHONE @ BPS	104.84	BPS-9423588
	22		47241 DIAL IN MODEM-OLD	149.43	6327047-MODEM
	22		47242 DIAL IN MODEM-NEW	140.05	4792130272-MODE

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43399- 2584	22	1/09/2013	Logged	*** Total ***	394.32
43400- 2584	23	1/09/2013	25072 RICK PATECELL		
	23		47214 OPEN PO-SCADA SUPPORT @ BPS/AW	4,765.00	1859
43400- 2584	23	1/09/2013	Logged	*** Total ***	4,765.00
43401- 2584	24	1/09/2013	25425 PLANT PEOPLE		
	24		47252 OPEN PO- CONTRACT-MAINTAIN PLA	158.00	1132368
43401- 2584	24	1/09/2013	Logged	*** Total ***	158.00
43402- 2584	25	1/09/2013	27729 RICHARD STINSON		
	25		47215 CONSTRUCTION MGMT BPS REHAB PR	13,950.00	#54
	25		47216 FORCE MAIN CATHODIC PROTEC-CM	950.00	#54-
	25		47222 FORCE MAIN CM SERVICES	2,100.00	#54--
43402- 2584	25	1/09/2013	Logged	*** Total ***	17,000.00
43403- 2584	26	1/09/2013	29022 TODD AMOS		
	26		47248 REIMBURSE T.A.-TUITION	719.00	TUITION-12/31
43403- 2584	26	1/09/2013	Logged	*** Total ***	719.00
43404- 2584	27	1/09/2013	30515 UNIFIRST CORPORATION		
	27		47213 OPEN PO-CONTRACT-UNIFORMS	223.77	999196/984512
	27		47221 OPEN PO-CONTRACT-UNIFORMS	182.40	3600997267
43404- 2584	27	1/09/2013	Logged	*** Total ***	406.17
43405- 2584	28	1/09/2013	30520 UNDERGROUND SERVICE ALERT OF		
	28		47245 UNDERGROUND SERVICE ALERT	121.00	1220120364
43405- 2584	28	1/09/2013	Logged	*** Total ***	121.00
43406- 2584	29	1/09/2013	30551 CARLSBAD FUELS CORPORATION		
	29		47251 OPEN PO-VEHICLE/TRUCK FUELS	1,685.10	20121231
43406- 2584	29	1/09/2013	Logged	*** Total ***	1,685.10
43407- 2584	30	1/09/2013	30580 UNITED WAY		
	30		47262 EMPLOYEE CONTRIBUTIONS	10.00	UNITED-1/9/12
43407- 2584	30	1/09/2013	Logged	*** Total ***	10.00
43408- 2584	31	1/09/2013	30723 SIEMENS WATER TECH. CORP		
	31		47219 OPEN PO-BIOXIDE	9,105.47	901036880
43408- 2584	31	1/09/2013	Logged	*** Total ***	9,105.47
43409- 2584	32	1/09/2013	31232 VERIZON WIRELESS		
	32		47244 CELL PHONES	52.46	1149503435
43409- 2584	32	1/09/2013	Logged	*** Total ***	52.46
43410- 2584	33	1/09/2013	31312 V&A CONSULTING ENGINEERS		
	33		47256 OPEN PO-FLOW MONITORING SERVIC	1,200.00	13799
43410- 2584	33	1/09/2013	Logged	*** Total ***	1,200.00
43411- 2584	34	1/09/2013	32271 WEST COAST SAFETY SUPPLY CO.,		
	34		47250 CLEANING NOZZLE, BLASTER, TAP	3,674.00	170684001
43411- 2584	34	1/09/2013	Logged	*** Total ***	3,674.00

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43412- 2584	35	1/09/2013	33227 XEROX CORPORATION		
	35		47254 OPEN PO-SERVICE/MAINT	68.41	065787892
43412- 2584	35	1/09/2013	Logged *** Total ***	68.41	

** Total check discount ** .00
 ** Total check amount ** 80,537.32
 ** Total void discount ** .00
 ** Total void amount ** .00

Run date: 01/09/2013 @ 14:01
Bus date: 01/10/2013

Leucadia Waste Water District
Check - Complete Detail

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43413- 2585	1	1/10/2013	12585 COUNTY OF SAN DIEGO		
	1		47278 TRUST ACCOUNT-REVIEW RULES/REG	1,136.00	DEH2011LRWS3111
43413- 2585	1	1/10/2013	Logged	*** Total ***	1,136.00
				.00	
** Total check discount **				.00	
** Total check amount **				1,136.00	
** Total void discount **				.00	
** Total void amount **				.00	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43414- 2586	1	1/17/2013	10366 AIR POLLUTION CONTROL DISTRICT		
	1		47291 RENEWAL PERMITS @LPS, SPS	2,066.00	20130103-02074
	1		47292 PERMIT RENEWAL @ BPS	1,113.00	20130103-04085
43414- 2586	1	1/17/2013	Logged *** Total ***	3,179.00	
43415- 2586	2	1/17/2013	10570 ANTIMITE TERMITE & PEST CONTRO		
	2		47333 MONTHLY PEST SERVICE-JAN	53.00	JAN-2013
43415- 2586	2	1/17/2013	Logged *** Total ***	53.00	
43416- 2586	3	1/17/2013	10720 AT&T		
	3		47316 L.D. PHONE @ BPS	32.63	0472001-12/12
43416- 2586	3	1/17/2013	Logged *** Total ***	32.63	
43417- 2586	4	1/17/2013	12112 JEFF BILLS		
	4		47281 OPEN PO-CONSULTING FEES	3,000.00	CC-1/5/13
43417- 2586	4	1/17/2013	Logged *** Total ***	3,000.00	
43418- 2586	5	1/17/2013	12360 CITY OF CARLSBAD		
	5		47329 WATER @ VACTOR 2	183.73	104-12/12
	5		47330 WATER @ VACTOR	260.33	103-12/12
	5		47331 WATER @ OFFICE	97.69	8121305-12/12
	5		47332 WATER @ PLANT/OFFICE	93.03	8121300-12/12
43418- 2586	5	1/17/2013	Logged *** Total ***	634.78	
43419- 2586	6	1/17/2013	12514 CONEXIS		
	6		47315 SEC 125 FLEX PLAN-DEC	130.00	1212-OR5179
43419- 2586	6	1/17/2013	Logged *** Total ***	130.00	
43420- 2586	7	1/17/2013	12529 CO'S TRAFFIC CONTROL, INC		
	7		47287 OPEN PO-TRAFFIC CONTROL	350.00	00039414
43420- 2586	7	1/17/2013	Logged *** Total ***	350.00	
43421- 2586	8	1/17/2013	12631 CORODATA		
	8		47293 OPEN PO-STORAGE	74.82	RS1635961
43421- 2586	8	1/17/2013	Logged *** Total ***	74.82	
43422- 2586	9	1/17/2013	13014 DIAMOND ENVIRONMENTAL SERVICES		
	9		47290 2 PORTABLE RESTROOMS-COLLEC CR	204.35	31700936
43422- 2586	9	1/17/2013	Logged *** Total ***	204.35	
43423- 2586	10	1/17/2013	13072 DATA NET		
	10		47301 IS MAINT AND SUPPORT	70.00	9744430
	10		47327 IS MAINT AND SUPPORT	505.00	9744380
	10		47328 IS MAINT AND SUPPORT	47.96	9744316
43423- 2586	10	1/17/2013	Logged *** Total ***	622.96	
43424- 2586	11	1/17/2013	13323 DIEHL, EVANS & COMPANY, .LLP		
	11		47284 OPEN PO-CONTRACT-AUDITORS	865.00	130481
43424- 2586	11	1/17/2013	Logged *** Total ***	865.00	
43425- 2586	12	1/17/2013	13822 DUDEK & ASSOCIATES		
	12		47302 GE/CIP/SEPT/200/329/332/302	4,920.00	20123362

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	INVOICE NUMBER
	12		47303	GE/CIP/NOV/200/328/332/302	9,483.88	20124353
	12		47304	GE/CIP/DEC/200/326/332/302/AWT	10,167.50	20124528
43425-	2586	12	1/17/2013	Logged *** Total ***	24,571.38	
43426-	2586	13	1/17/2013	13822 DUDEK & ASSOCIATES		
		13		47305 GE/CIP/OCT/200/328/332/302/AWT	11,755.00	20123747
43426-	2586	13	1/17/2013	Logged *** Total ***	11,755.00	
43427-	2586	14	1/17/2013	15223 FEDERAL EXPRESS CORPORATION		
		14		47308 SHIPPING	23.27	2-141-22254
43427-	2586	14	1/17/2013	Logged *** Total ***	23.27	
43428-	2586	15	1/17/2013	18212 INFRASTRUCTURE ENGINEERING COR		
		15		47280 CONTRACT-8PS ENGINEERING SERVI	2,854.12	6693
		15		47306 L.C. PS REHAB	3,056.50	6695
43428-	2586	15	1/17/2013	Logged *** Total ***	5,910.62	
43429-	2586	16	1/17/2013	18212 INFRASTRUCTURE ENGINEERING COR		
		16		47279 LPS GENERATOR REPLACEMENT-CONT	3,760.58	6694
43429-	2586	16	1/17/2013	Logged *** Total ***	3,760.58	
43430-	2586	17	1/17/2013	18561 U.S. BANK		
		17		47335 CONFERENCES, SUPPLIES, MEETING	4,268.30	US BANK-12/24/
43430-	2586	17	1/17/2013	Logged *** Total ***	4,268.30	
43431-	2586	18	1/17/2013	18576 INTERSTATE BATTERIES OF SAN DI		
		18		47312 BATTERIES	91.36	920005788
43431-	2586	18	1/17/2013	Logged *** Total ***	91.36	
43432-	2586	19	1/17/2013	22214 MITSUBISHI ELECTRIC & ELECTRON		
		19		47310 ELEVATOR SERVICE/MAINT	260.81	233190
43432-	2586	19	1/17/2013	Logged *** Total ***	260.81	
43433-	2586	20	1/17/2013	23115 JOHN W. SMITH		
		20		47314 BACKFLOW TESTING @VP7	50.00	BACKFLOW-VP7
43433-	2586	20	1/17/2013	Logged *** Total ***	50.00	
43434-	2586	21	1/17/2013	24224 OFFICE DEPOT, INC.		
		21		47283 OPEN PO-OFFICE SUPPLIES	167.71	639688445001
43434-	2586	21	1/17/2013	Logged *** Total ***	167.71	
43435-	2586	22	1/17/2013	25032 PALOMAR WATER		
		22		47334 DELIVERED WATER @ OFFICE	146.25	2485875
43435-	2586	22	1/17/2013	Logged *** Total ***	146.25	
43436-	2586	23	1/17/2013	25265 PEP BOYS		
		23		47313 CABLES	17.26	07011000026
43436-	2586	23	1/17/2013	Logged *** Total ***	17.26	
43437-	2586	24	1/17/2013	25370 PITNEY BOWES GLOBAL FINANCIAL		
		24		47294 POSTAGE MACHINE-48 MONTH LEASE	142.38	1477133-DC12-
43437-	2586	24	1/17/2013	Logged *** Total ***	142.38	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43438- 2586	25	1/17/2013	25618 PRIZM JANITORIAL SERVICES, INC		
	25		47285 OPEN PO-CONTRACT-JANITORIAL SE	1,281.15	7013
43438- 2586	25	1/17/2013	Logged *** Total ***	1,281.15	
43439- 2586	26	1/17/2013	25680 PRUDENTIAL OVERALL SUPPLY		
	26		47317 LAUNDRY SUPPLIES	125.77	131006559
43439- 2586	26	1/17/2013	Logged *** Total ***	125.77	
43440- 2586	27	1/17/2013	27528 ROCKWELL CONSTRUCTION SERVICES		
	27		47286 LC PS ELECTRICAL/INSTRUMENT CM	1,062.50	425
	27		47288 PROFESSIONAL SERVICES AS NEEDED	750.00	441
	27		47309 BPS PROJECT	1,062.50	437
43440- 2586	27	1/17/2013	Logged *** Total ***	2,875.00	
43441- 2586	28	1/17/2013	28020 SAN DIEGO GAS AND ELECTRIC		
	28		47321 GAS @ EEPS	1.04	4741-12/12
	28		47322 ELECTRIC @ VP5 PS	303.26	3154-12/12
	28		47323 ELECTRIC @ E. ESTATES	685.70	7448-12/12
	28		47324 ELECTRIC @ LPS/OFFICE	11,218.38	LPS/OFFICE-DEC
43441- 2586	28	1/17/2013	Logged *** Total ***	12,208.38	
43442- 2586	29	1/17/2013	28070 SAN DIEGUITO WATER DISTRICT		
	29		47318 WATER @ TANKER	3.98	TK645-DEC'12
	29		47319 WATER @ TANKER 2	11.94	TK896-DEC'12
	29		47320 WATER @ BPS	112.19	31527-BPS-DEC
43442- 2586	29	1/17/2013	Logged *** Total ***	128.11	
43443- 2586	30	1/17/2013	28705 STATE BOARD OF EQUALIZATION		
	30		47311 COPE ANNEX #838	350.00	COPE ANNEX
43443- 2586	30	1/17/2013	Logged *** Total ***	350.00	
43444- 2586	31	1/17/2013	28720 STATE WATER RESOURCES CONTROL		
	31		47307 GAFNER ANNUAL PERMIT FEE	1,359.00	SW-0056800
43444- 2586	31	1/17/2013	Logged *** Total ***	1,359.00	
43445- 2586	32	1/17/2013	28844 ELAINE SULLIVAN		
	32		47300 REIMBURSE E.S. FOR CSDA MEETIN	48.59	CSDA-SD MEETING
43445- 2586	32	1/17/2013	Logged *** Total ***	48.59	
43446- 2586	33	1/17/2013	29225 TELEPACIFIC COMMUNICATIONS		
	33		47325 PHONE SYSTEM-DEC	1,001.20	43063870-0
43446- 2586	33	1/17/2013	Logged *** Total ***	1,001.20	
43447- 2586	34	1/17/2013	30515 UNIFIRST CORPORATION		
	34		47289 OPEN PO-CONTRACT-UNIFORMS	186.71	3601001155
43447- 2586	34	1/17/2013	Logged *** Total ***	186.71	
43448- 2586	35	1/17/2013	32347 DEXTER WILSON ENGINEERING		
	35		47282 UPDATE ASSET MANAGEMENT PLAN	4,144.25	1212.14.2283
	35		47299 ASSET MANAGEMENT UPDATE	5,663.25	1212.142283-
43448- 2586	35	1/17/2013	Logged *** Total ***	9,807.50	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	INVOICE NUMBER
43449- 2586	36	1/17/2013	32500	WORDEN WILLIAMS, APC		
	36		47326	LEGAL FEES-DEC	2,075.80	32216
43449- 2586	36	1/17/2013	Logged	*** Total ***	2,075.80	
					.00	
** Total check discount **					.00	
** Total check amount **					91,758.67	
** Total void discount **					.00	
** Total void amount **					.00	

LEUCADIA WASTEWATER DISTRICT
EMPLOYEE PAYROLL CHECK REPORT

Payroll Date: January 23, 2013

<u>Check Nos.</u>	<u>Date</u>	<u>Amount</u>
16514 - 16531	1/23/2013	\$41,451.15

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43450- 2587	1	1/31/2013	10210 JUDY ADAMSON		
	1		47342 LATERAL REIMBURSEMENT	3,000.00	ADAMSON
43450- 2587	1	1/31/2013	Logged	*** Total ***	3,000.00
43451- 2587	2	1/31/2013	11034 BAY CITY ELECTRIC WORKS, INC		
	2		47348 REPAIRS TO PORTABLE GENERATOR	1,895.02	W105642
43451- 2587	2	1/31/2013	Logged	*** Total ***	1,895.02
43452- 2587	3	1/31/2013	11314 BERGELECTRIC CORP		
	3		47340 OPEN PO-ELECTRICAL REPAIRS	521.40	13910.6TM-1
43452- 2587	3	1/31/2013	Logged	*** Total ***	521.40
43453- 2587	4	1/31/2013	12530 SAN DIEGO COUNTY SHERIFF		
	4		47352 GARNISHMENT-2012461529	200.00	2012461529-1/23
43453- 2587	4	1/31/2013	Logged	*** Total ***	200.00
43454- 2587	5	1/31/2013	13072 DATA NET		
	5		47350 SYMANTEC BACKUP EXEC RENEWAL	1,397.57	9744471
43454- 2587	5	1/31/2013	Logged	*** Total ***	1,397.57
43455- 2587	6	1/31/2013	17247 U.S. HEALTH WORKS MEDICAL GROU		
	6		47341 OPEN PO- PHYSICALS	65.00	2220212-CA
43455- 2587	6	1/31/2013	Logged	*** Total ***	65.00
43456- 2587	7	1/31/2013	17532 HOSTWAY BILLING CENTER		
	7		47357 QTRLY BILLING-JAN-APR	65.85	3610445
43456- 2587	7	1/31/2013	Logged	*** Total ***	65.85
43457- 2587	8	1/31/2013	18150 ICMA RETIREMENT-303979		
	8		47354 DEFERRED COMP-ICMA	3,281.56	ICMA-1/23/13
43457- 2587	8	1/31/2013	Logged	*** Total ***	3,281.56
43458- 2587	9	1/31/2013	18212 INFRASTRUCTURE ENGINEERING COR		
	9		47343 ON GOING GIS SUPPORT	400.00	6701
43458- 2587	9	1/31/2013	Logged	*** Total ***	400.00
43459- 2587	10	1/31/2013	23068 NATIONWIDE RETIREMENT SOLUTION		
	10		47353 DEFERRED COMP-NATIONWIDE	216.25	NATION-1/23/13
43459- 2587	10	1/31/2013	Logged	*** Total ***	216.25
43460- 2587	11	1/31/2013	24224 OFFICE DEPOT, INC.		
	11		47349 OPEN PO-OFFICE SUPPLIES	115.37	64151152001
43460- 2587	11	1/31/2013	Logged	*** Total ***	115.37
43461- 2587	12	1/31/2013	25072 RICK-PATECELL		
	12		47346 OPEN PO-SCADA SUPPORT @ BPS/AW	990.00	1864
43461- 2587	12	1/31/2013	Logged	*** Total ***	990.00
43462- 2587	13	1/31/2013	25325 PIPE TOOLS SPECIALITIES		
	13		47347 2 SETS OF TRACKS FOR CCTV TRUC	1,150.29	2323
43462- 2587	13	1/31/2013	Logged	*** Total ***	1,150.29

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43463- 2587	14	1/31/2013	27914 RFYEAGER ENGINEERING		
	14		47344 FORCE MAIN CATHODIC PROTECTION	1,770.00	13006
43463- 2587	14	1/31/2013	Logged	*** Total ***	1,770.00
43464- 2587	15	1/31/2013	28020 SAN DIEGO GAS AND ELECTRIC		
	15		47358 ELECTRIC @ AVOCADO PS	123.35	6524-1/13
	15		47359 ELECTRIC @ EEPS	324.91	EEPS-1/15/13
	15		47360 ELECTRIC @ DIANA PS	401.78	DIANA PS-1/15
	15		47361 ELECTRIC @ SPS	742.98	SPS-1/14/13
	15		47362 ELECTRIC @ VP7 PS	146.84	VP7 PS-1/14/13
	15		47363 ELECTRIC @ OFFICE	308.48	OFFICE-1/14/13
	15		47364 ELECTRIC @ LC PS	960.37	LCPS-1/14/13
	15		47365 ELECTRIC @ RVPS	133.49	RVPS-1/14/13
43464- 2587	15	1/31/2013	Logged	*** Total ***	3,142.20
43465- 2587	16	1/31/2013	28020 SAN DIEGO GAS AND ELECTRIC		
	16		47366 ELECTRIC @ BPS	10,397.53	8PS-1/15/13
43465- 2587	16	1/31/2013	Logged	*** Total ***	10,397.53
43466- 2587	17	1/31/2013	29630 TRI COMMUNITY ANSWERING SERVIC		
	17		47355 ANSWERING SERVICE-JAN	90.00	TRI-1/20/13
43466- 2587	17	1/31/2013	Logged	*** Total ***	90.00
43467- 2587	18	1/31/2013	29814 TIERRA VERDE RESOURCES, INC		
	18		47345 LANDSCAPE MAINTENANCE SERVICES	730.00	058088
43467- 2587	18	1/31/2013	Logged	*** Total ***	730.00
43468- 2587	19	1/31/2013	30515 UNIFIRST CORPORATION		
	19		47351 OPEN PO-CONTRACT-UNIFORMS	182.44	3601003055
43468- 2587	19	1/31/2013	Logged	*** Total ***	182.44
43469- 2587	20	1/31/2013	30580 UNITED WAY		
	20		47356 EMPLOYEE CONTRIBUTIONS	10.00	UNITED-1/23/13
43469- 2587	20	1/31/2013	Logged	*** Total ***	10.00
43470- 2587	21	1/31/2013	31232 VERIZON WIRELESS		
	21		47367 CELL PHONES	563.45	1153211219
43470- 2587	21	1/31/2013	Logged	*** Total ***	563.45
				.00	
** Total check discount **				.00	
** Total check amount **				30,183.93	
** Total void discount **				.00	
** Total void amount **				.00	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	INVOICE NUMBER
43471- 2588	1	2/01/2013	16806	THE GUARDIAN		
	1		47368	DISABILITY/DENTAL INS-FEB	4,082.56	00324226-2/13
43471- 2588	1	2/01/2013	Logged		*** Total ***	4,082.56
43472- 2588	2	2/01/2013	17060	HARTFORD LIFE & ACCIDENT INS.		
	2		47370	LIFE INS-FEB	362.10	6190500-6
43472- 2588	2	2/01/2013	Logged		*** Total ***	362.10
43473- 2588	3	2/01/2013	25018	MES VISION		
	3		47369	VISION INS-FEB	363.94	130082183001
43473- 2588	3	2/01/2013	Logged		*** Total ***	363.94
43474- 2588	4	2/01/2013	25260	PERS RETIREMENT		
	4		47371	BOARD RETIREMENT ENOING 12/31/	41.94	DUE 1/30/13
	4		47372	EMPLOYEE RETIREMENT 1/6/13	13,490.47	DUE 2/5/2013
43474- 2588	4	2/01/2013	Logged		*** Total ***	13,532.41
43475- 2588	5	2/01/2013	25261	PUBLIC EMPLOYEES HEALTH		
	5		47373	EMPLOYEES HEALTH INS-FEB	25,029.90	100000013915734
	5		47374	BRD HEALTH INS-FEB	2,625.46	13915734-FEB
43475- 2588	5	2/01/2013	Logged		*** Total ***	27,655.36
					.00	
** Total check discount **					.00	
** Total check amount **					45,996.37	
** Total void discount **					.00	
** Total void amount **					.00	

LEUCADIA WASTEWATER DISTRICT
BOARD PAYROLL CHECK REPORT

Payroll Date: February 4, 2013

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
16550 - 16554	2/4/2013	\$5,179.70

LEUCADIA WASTEWATER DISTRICT
EMPLOYEE PAYROLL CHECK REPORT

Payroll Date: February 6, 2013

<u>Check Nos.</u>	<u>Date</u>	<u>Amount</u>
16532 - 16549	2/6/2013	\$44,012.52

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43476- 2589	1	2/07/2013	10100 NAPA AUTO		
	1		47416 FUEL FILTERS	53.98	079573
43476- 2589	1	2/07/2013	Logged	*** Total ***	53.98
43477- 2589	2	2/07/2013	10104 ABACOR, INC.		
	2		47404 INSTALLED/PURCHASED COMBO FUEL	1,993.54	18030
43477- 2589	2	2/07/2013	Logged	*** Total ***	1,993.54
43478- 2589	3	2/07/2013	10128 THE LAWTON GROUP		
	3		47421 TEMP HRS W/E 1/13/13	317.25	49325
	3		47422 TEMP HRS W/E 1/20/13	243.00	49359
	3		47423 TEMP HRS W/E 1/27/13	216.00	49419
43478- 2589	3	2/07/2013	Logged	*** Total ***	776.25
43479- 2589	4	2/07/2013	10167 ACACIA GASOLINE & CAR WASH		
	4		47382 OPEN PO-VEHCILE AND TRUCK FUEL	60.25	2649
43479- 2589	4	2/07/2013	Logged	*** Total ***	60.25
43480- 2589	5	2/07/2013	10221 ADS LLC		
	5		47401 CONTRACT-DATA COLLE FLOW METER	3,570.00	12562.22-0113
43480- 2589	5	2/07/2013	Logged	*** Total ***	3,570.00
43481- 2589	6	2/07/2013	10321 AGUA HEDIONDA LAGOON FOUNDATIO		
	6		47389 GOLD SPONSOR-WORLD WATER DAY-2	750.00	AGUA HEDO-MARCH
43481- 2589	6	2/07/2013	Logged	*** Total ***	750.00
43482- 2589	7	2/07/2013	10627 ARROW PIPELINE		
	7		47403 REPAIR MAINLINE ON ALGA RD	2,350.00	9308
43482- 2589	7	2/07/2013	Logged	*** Total ***	2,350.00
43483- 2589	8	2/07/2013	10720 AT&T		
	8		47443 L.D. @ BPS	32.27	BPS-1/28/13
43483- 2589	8	2/07/2013	Logged	*** Total ***	32.27
43484- 2589	9	2/07/2013	11034 BAY CITY ELECTRIC WORKS, INC		
	9		47434 ELECTRICAL WORK @ SPS	300.00	W105258
43484- 2589	9	2/07/2013	Logged	*** Total ***	300.00
43485- 2589	10	2/07/2013	11060 BARRETT ENGINEERED PUMP		
	10		47392 REBUILD PUMP @ RVPS	5,061.48	083995
43485- 2589	10	2/07/2013	Logged	*** Total ***	5,061.48
43486- 2589	11	2/07/2013	11550 BOOT WORLD, INC		
	11		47414 BOOTS-S.K.	87.26	1094507-IN
	11		47415 BOOTS-M.A.	165.22	1094940-IN
43486- 2589	11	2/07/2013	Logged	*** Total ***	252.48
43487- 2589	12	2/07/2013	11650 BROWNELL AND DUFFEY CPA		
	12		47386 OPEN PO-CONTRACT-ACCT/FINANCIA	6,030.00	020113
43487- 2589	12	2/07/2013	Logged	*** Total ***	6,030.00
43488- 2589	13	2/07/2013	11872 PAUL BUSHEE		

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	INVOICE NUMBER
43488- 2589	13	2/07/2013	47426	REIMBURSE PB FOR CONF	691.19	CASA-JAN'13
				*** Total ***	691.19	
43489- 2589	14	2/07/2013	12025	CSRMA		
43489- 2589	14	2/07/2013	47424	FINAL W/C PREMIUM AUDIT	2,493.00	5658
				*** Total ***	2,493.00	
43490- 2589	15	2/07/2013	12360	CITY OF CARLSBAD		
	15		47449	WATER @ PLANT	86.17	1300-1/13
	15		47450	WATER @ PLANT	97.69	105-1/13
43490- 2589	15	2/07/2013		*** Total ***	183.86	
43491- 2589	16	2/07/2013	12510	WASTE MANAGEMENT		
	16		47435	TRASH SERVICE	197.81	109603902742
43491- 2589	16	2/07/2013		*** Total ***	197.81	
43492- 2589	17	2/07/2013	12530	SAN DIEGO COUNTY SHERIFF		
	17		47458	GARNISHMENT-2012461529-FEB	200.00	2012461529-FEB
43492- 2589	17	2/07/2013		*** Total ***	200.00	
43493- 2589	18	2/07/2013	12814	CUES, INC		
	18		47402	OPEN PO-REPAIRS TO CCTV	674.41	381116
43493- 2589	18	2/07/2013		*** Total ***	674.41	
43494- 2589	19	2/07/2013	13072	DATA NET		
	19		47451	IS MAINT AND SUPPORT	26.14	9744056-
	19		47453	IS MAINT AND SUPPORT	148.00	9744520
	19		47457	IS MAINT AND SUPPORT	505.00	9744458
	19		47461	IS MAINT AND SUPPORT	140.00	9744461
43494- 2589	19	2/07/2013		*** Total ***	819.14	
43495- 2589	20	2/07/2013	13261	DEPT HEALTH SERVICES		
	20		47430	CERT FOR GRADE 2 WTO-G.MENDEZ	60.00	41273-G.M.
43495- 2589	20	2/07/2013		*** Total ***	60.00	
43496- 2589	21	2/07/2013	13822	OUDEK & ASSOCIATES		
	21		47462	GE/3252/853/YOUNG ANNEX	390.00	20124525
	21		47463	GE/3252/844/L.C. TOWNSQUARE	335.84	20124523
	21		47464	GE/3252/737/HADAYAT ANNEX	1,665.00	20124522
	21		47465	GE/3252/699/HYMETTUS	60.00	20124521
	21		47466	GE/3252/669/JEUCADIA GROVE	180.00	20124520
	21		47467	GE/3252/644/VULCAN	390.00	20124533
	21		47468	GE/3252/596/ASTDR GARDENS	6,386.63	20124524
	21		47469	GE/3252/584/L.C. CONDOS	120.00	20124517
	21		47470	GE/3252/542/FAIR-OAKS-ANNEX	22.58	20124941
	21		47471	GE/3252/526/FAIR OAKS VALLEY	990.00	20124924
43496- 2589	21	2/07/2013		*** Total ***	10,540.05	
43497- 2589	22	2/07/2013	14530	ENCINA WASTEWATER AUTHORITY		
	22		47419	QTRLY LAB FEES-OCT-DEC	1,668.80	1189
	22		47425	ENCINA 2ND QTR CAPITAL/OM	950,851.24	1177/1176
43497- 2589	22	2/07/2013		*** Total ***	952,520.04	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	INVOICE NUMBER
43498- 2589	23	2/07/2013	16021	GREAT AMERICA FINANCIAL SERVIC		
	23		47460	COPIER LEASE	1,056.30	13284787
43498- 2589	23	2/07/2013	Logged	*** Total ***	1,056.30	
43499- 2589	24	2/07/2013	16817	GARRET WHITE		
	24		47387	PACP TRAINING FOR 6	4,500.00	#600
43499- 2589	24	2/07/2013	Logged	*** Total ***	4,500.00	
43500- 2589	25	2/07/2013	17010	HAAKER EQUIPMENT CO		
	25		47398	OPEN PO-REPAIRS TO VACTOR	429.88	C92998
43500- 2589	25	2/07/2013	Logged	*** Total ***	429.88	
43501- 2589	26	2/07/2013	17552	THE HOME DEPOT CRC/GECF		
	26		47406	OPEN PO-SUPPLIES @ BPS, AWT ET	506.08	5023089
43501- 2589	26	2/07/2013	Logged	*** Total ***	506.08	
43502- 2589	27	2/07/2013	17828	HI-WAY SAFETY, INC		
	27		47391	HIWAY SAFETY ARROWBOARD	3,564.00	136989
	27		47433	SAFETY ITEM	52.25	136712
43502- 2589	27	2/07/2013	Logged	*** Total ***	3,616.25	
43503- 2589	28	2/07/2013	18150	ICMA RETIREMENT-303979		
	28		47445	DEFERRED COMP-ICMA	3,281.56	ICMA-2/6/13
43503- 2589	28	2/07/2013	Logged	*** Total ***	3,281.56	
43504- 2589	29	2/07/2013	18711	I2B NETWORKS, INC		
	29		47381	CONTRACT-1 YR OF WEB CAM @BPS	160.00	18357
43504- 2589	29	2/07/2013	Logged	*** Total ***	160.00	
43505- 2589	30	2/07/2013	19229	JURMAN'S EMERGENCY TRAINING SE		
	30		47418	FIRST AID RENEWAL CLASS	325.00	130126
43505- 2589	30	2/07/2013	Logged	*** Total ***	325.00	
43506- 2589	31	2/07/2013	19775	ALLAN JULIUSSEN		
	31		47429	REIMBURSE FOR CASA CONF	895.07	CASA-JAN'13
43506- 2589	31	2/07/2013	Logged	*** Total ***	895.07	
43507- 2589	32	2/07/2013	20842	DAVID KULCHIN		
	32		47428	REIMBURSE FOR CONFERENCE-CASA	841.24	CASA-JAN'13
43507- 2589	32	2/07/2013	Logged	*** Total ***	841.24	
43508- 2589	33	2/07/2013	21510	CHUCK LEMAY		
	33		47427	REIMBURSE FOR CSRMA TRAINING	103.40	CSRMA 1/16
43508- 2589	33	2/07/2013	Logged	*** Total ***	103.40	
43509- 2589	34	2/07/2013	22005	McCROMETER		
	34		47390	3 POINT CALIBRATIONS FOR AWT	1,023.99	409620
43509- 2589	34	2/07/2013	Logged	*** Total ***	1,023.99	
43510- 2589	35	2/07/2013	23068	NATIONWIDE RETIREMENT SOLUTION		
	35		47452	DEFERRED COMP-NATIONWIDE	216.25	NATION-2/6/13
43510- 2589	35	2/07/2013	Logged	*** Total ***	216.25	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43511- 2589	36	2/07/2013	23286 NEW PIG CORPORATION		
	36		47432 ABSORBENT SOCKS	342.73	4575880-00
43511- 2589	36	2/07/2013	Logged	*** Total ***	342.73
43512- 2589	37	2/07/2013	24224 OFFICE DEPOT, INC.		
	37		47396 OPEN PO-OFFICE SUPPLIES	203.29	640347652001
	37		47409 OPEN PO-OFFICE SUPPLIES	56.88	643247935001
43512- 2589	37	2/07/2013	Logged	*** Total ***	260.17
43513- 2589	38	2/07/2013	24440 OLIVENHAIN MUNICIPAL WATER DIS		
	38		47438 WATER @ VACTOR	196.01	551070-2/1/13
	38		47439 WATER @ VACTOR	210.98	VACTOR-2/1/13
	38		47440 WATER @ VP7	34.89	026-2/1/13
	38		47441 WATER @ VP5	34.89	65865245-1/13
43513- 2589	38	2/07/2013	Logged	*** Total ***	476.77
43514- 2589	39	2/07/2013	25010 AT&T		
	39		47442 PHONE @ BPS	104.73	BPS-1/25/13
	39		47447 DIAL IN MODEM-OLD	149.23	7047-1/20/13
	39		47448 DIAL IN MODEM-NEW	148.04	2130-1/20/13
	39		47455 ODOR CONTROL MODEM	37.76	4009-1/2013
	39		47456 OFFICE ELEVATOR PHONE	152.22	3461-1/2013
43514- 2589	39	2/07/2013	Logged	*** Total ***	591.98
43515- 2589	40	2/07/2013	25121 PCL CONSTRUCTION, INC		
	40		47380 BPS REHAB PROJECT	137,796.00	#07
	40		47412 RETENTION 10%	-13,775.10	RETENTION#07
43515- 2589	40	2/07/2013	Logged	*** Total ***	124,020.90
43516- 2589	41	2/07/2013	25430 PLUMBERS DEPOT, INC		
	41		47393 CONTINUOUS ROD FOR RODDER TRUC	1,135.88	PD20231
	41		47394 LEADER HOSES	827.30	PD20184
43516- 2589	41	2/07/2013	Logged	*** Total ***	1,963.18
43517- 2589	42	2/07/2013	25612 PIPERIN CORPORATION		
	42		47388 REPAIR 2 MANHOLES @ EL CAMINO	2,600.00	#1-JAN
43517- 2589	42	2/07/2013	Logged	*** Total ***	2,600.00
43518- 2589	43	2/07/2013	27012 RANCHO SANTA FE SECURITY SYSTE		
	43		47454 SECURITY ALARM SYSTEM	258.00	512398
43518- 2589	43	2/07/2013	Logged	*** Total ***	258.00
43519- 2589	44	2/07/2013	27166 RCP BLOCK & BRICK, INC		
	44		47431 BLACK OXIDE	22.74	7390671
43519- 2589	44	2/07/2013	Logged	*** Total ***	22.74
43520- 2589	45	2/07/2013	27478 R. J. SAFETY SUPPLY CO., INC.		
	45		47400 OPEN PO- SAFETY ITEMS/SUPPLIES	166.80	309137-00
	45		47408 OPEN PO- SAFETY ITEMS/SUPPLIES	125.17	309633-00
	45		47411 OPEN PO- SAFETY ITEMS/SUPPLIES	139.86	309741-00
43520- 2589	45	2/07/2013	Logged	*** Total ***	431.83

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	INVOICE NUMBER
43521- 2589	46	2/07/2013	2752B	ROCKWELL CONSTRUCTION SERVICES		
	46		47405	PROFESSIONAL SERVICES AS NEEDED	1,250.00	453
	46		47413	BPS REHAB	7,750.00	454
43521- 2589	46	2/07/2013	Logged	*** Total ***	9,000.00	
43522- 2589	47	2/07/2013	28070	SAN DIEGUITO WATER DISTRICT		
	47		47436	WATER @ TANKER	75.62	TK645-1/13
	47		47437	WATER @ TANKER 2	15.92	TK896-1/13
43522- 2589	47	2/07/2013	Logged	*** Total ***	91.54	
43523- 2589	48	2/07/2013	28537	SMITH & LOVELESS, INC		
	48		47395	PARTS FOR E.ESTATES PS PER QUO	3,528.13	87175
43523- 2589	48	2/07/2013	Logged	*** Total ***	3,528.13	
43524- 2589	49	2/07/2013	2B704	STAPLES BUSINESS ADVANTAGE		
	49		47420	OFFICE SUPPLIES-TONER	151.18	B024436973
43524- 2589	49	2/07/2013	Logged	*** Total ***	151.18	
43525- 2589	50	2/07/2013	29716	TRG & ASSOCIATES		
	50		47383	OPEN PO- CONTRACT-PUBLIC INFOR	7,992.50	18-1213
43525- 2589	50	2/07/2013	Logged	*** Total ***	7,992.50	
43526- 2589	51	2/07/2013	30515	UNIFIRST CORPORATION		
	51		47384	OPEN PO-CONTRACT-UNIFORMS	182.44	3601006943
	51		47410	OPEN PO-CONTRACT-UNIFORMS	182.44	3601005017
43526- 2589	51	2/07/2013	Logged	*** Total ***	364.88	
43527- 2589	52	2/07/2013	30520	UNDERGROUND SERVICE ALERT OF		
	52		47444	UNDERGROUND DIG ALERT	187.50	120130372
43527- 2589	52	2/07/2013	Logged	*** Total ***	187.50	
43528- 2589	53	2/07/2013	30551	CARLSBAD FUELS CORPORATION		
	53		47399	OPEN PO-VEHICLE/TRUCK FUELS	1,693.69	20130117
43528- 2589	53	2/07/2013	Logged	*** Total ***	1,693.69	
43529- 2589	54	2/07/2013	30580	UNITED WAY		
	54		47446	EMPLOYEE CONTRIBUTIONS	10.00	UNITED-2/6/13
43529- 2589	54	2/07/2013	Logged	*** Total ***	10.00	
43530- 2589	55	2/07/2013	30723	SIEMENS WATER TECH. CORP		
	55		47385	OPEN PO-BIOXIDE	7,285.32	901076915
	55		47407	OPEN PO-BIOXIDE	388.80	901083792
43530- 2589	55	2/07/2013	Logged	*** Total ***	7,674.12	
43531- 2589	56	2/07/2013	31232	VERIZON WIRELESS		
	56		47459	CELL PHONES	52.23	1158481404
43531- 2589	56	2/07/2013	Logged	*** Total ***	52.23	
43532- 2589	57	2/07/2013	3272B	WESTERN SALES, LLC		
	57		47417	HOSES	195.62	2136
43532- 2589	57	2/07/2013	Logged	*** Total ***	195.62	

UNION BANK GENERAL

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	INVOICE NUMBER
43533- 2589	58	2/07/2013	33227 XEROX CORPORATION		
	58		47397 OPEN PO-SERVICE/MAINT	68.41	066337952
43533- 2589	58	2/07/2013	Logged *** Total ***	68.41	

** Total check discount **	.00
** Total check amount **	1,168,542.87
** Total void discount **	.00
** Total void amount **	.00

**LEUCADIA WASTEWATER DISTRICT
YEAR TO DATE EMPLOYEE AND BOARD PAYROLL AMOUNTS**

JANUARY

2012

1/4/2012	Board	\$1,431.00
1/11/2012	Employee	\$41,855.63
1/25/2012	Employee	<u>\$40,237.03</u>
	TOTAL	\$83,523.66

FEBRUARY

2/2/2012	Board	\$4,755.23
2/3/2012	Employee Incentive	\$1,860.01
2/8/2012	Employee	\$41,022.52
2/9/2012	Employee Incentive	\$3,856.19
2/22/2012	Employee	<u>\$40,771.56</u>
	TOTAL	\$92,265.51

MARCH

3/2/2012	Board	\$4,000.82
3/7/2012	Employee	\$41,562.78
3/15/2012	Employee Incentive	\$6,745.46
3/21/2012	Employee	<u>\$40,896.30</u>
	TOTAL	\$93,205.36

APRIL

4/2/2012	Board	\$3,968.57
4/4/2012	Employee	\$41,613.26
4/18/2012	Employee	<u>\$40,110.91</u>
	TOTAL	\$85,692.74

MAY

5/2/2012	Employee	\$42,097.91
5/4/2012	Board	\$4,707.39
5/9/2012	Employee Incentive	\$5,061.27
5/11/2012	Employee	\$9,977.48
5/16/2012	Employee	\$39,446.45
5/30/2012	Employee	<u>\$40,040.64</u>
	TOTAL	\$141,331.14

JUNE

6/1/2012	Board	\$5,475.03
6/13/2012	Employee	\$40,681.40
6/20/2012	Employee Incentive	\$1,862.00
6/27/2012	Employee	<u>\$39,435.84</u>
	TOTAL	\$87,454.27

JULY

7/2/2012	Board	\$1,945.37
7/11/2012	Employee	\$40,854.29
7/12/2012	Employee Incentive	\$471.75
7/25/2012	Employee	<u>\$42,637.62</u>
	TOTAL	\$85,909.03

**LEUCADIA WASTEWATER DISTRICT
YEAR TO DATE EMPLOYEE AND BOARD PAYROLL AMOUNTS**

AUGUST

8/1/2012	Board		\$785.47
8/8/2012	Employee		\$41,296.94
8/16/2012	Employee	Incentive	\$7,868.47
8/22/2012	Employee		<u>\$40,720.55</u>
	TOTAL		\$90,671.43

SEPTEMBER

9/1/2012	Board		\$6,568.88
9/5/2012	Employee		\$41,965.13
9/19/2012	Employee		<u>\$41,524.85</u>
	TOTAL		\$90,058.86

OCTOBER

10/3/2012	Employee		\$42,421.82
10/4/2012	Board		\$4,456.94
10/10/2012	Employee	Incentive	\$10,110.97
10/17/2012	Employee		\$41,680.86
10/31/2012	Employee		<u>42116.35</u>
	TOTAL		\$140,786.94

NOVEMBER

11/1/2012	Board		\$2,012.01
11/14/2012	Employee		\$43,134.66
11/28/2012	Employee		<u>\$42,969.32</u>
	TOTAL		\$88,115.99

DECEMBER

12/5/2012	Board		\$2,026.21
12/6/2012	Employee	Sick Buyback	\$21,044.19
12/12/2012	Employee		\$43,673.45
12/13/2012	Employee	Incentive	\$1,370.58
12/26/2012	Employee		<u>\$42,554.29</u>
	TOTAL		\$110,668.72

JANUARY 2013

1/4/2013	Board		\$1,321.02
1/9/2013	Employee		\$42,304.21
1/23/2013	Employee		<u>\$41,451.15</u>
	TOTAL		\$85,076.38

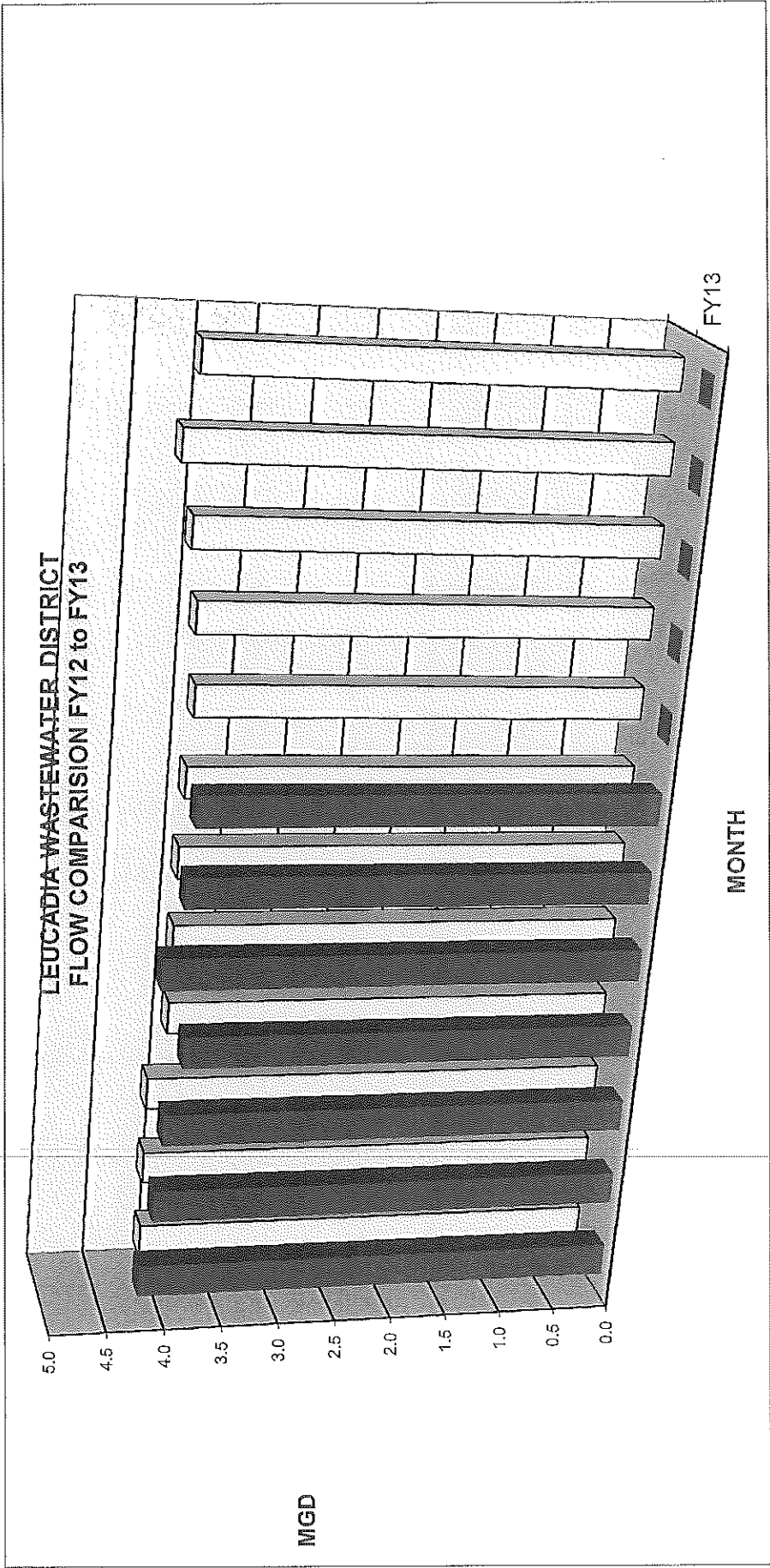
FEBRUARY

2/4/2013	Board		\$5,179.70
2/6/2013	Employee		<u>\$44,012.52</u>
	TOTAL		\$49,192.22

**LEUCADIA WASTEWATER DISTRICT
OPERATIONS REPORT
FISCAL YEAR 2012-2013**

CURRENT MONTH - January 2013										FY 2011-2012	
Period	Total Rain Inches	Total Flow MG	Total EDU's 27,854	LWD ADF (MGD)	GPD/EDU	RECLAIMED ADF (ac-ft/mo)	ADF (MGD)				
JULY	0.0	130.45	1	4.21	151	40.58	4.08				
YTD	0.0	130.45	27,855				4.09				
AUGUST	0.0	127.75	1	4.12	148	40.74	4.10				
YTD	0.0	258.20	27,856				3.96				
SEPTEMBER	0.0	122.40	0	4.08	146	47.77	3.96				
YTD	0.0	250.15	27,856				3.96				
OCTOBER	0.32	122.45	2	3.95	142	18.33	3.94				
YTD	0.32	244.85	27,858				4.02				
NOVEMBER	0.55	125.40	0	4.18	150	13.62	3.94				
YTD	0.55	247.85	27,858				3.91				
DECEMBER	1.97	124.74	1	4.02	144	0.00	3.94				
YTD	1.97	250.14	27,859				4.02				
JANUARY	1.21	123.38	2	3.98	143	0.00	4.04				
YTD	1.21	248.12	27,861				4.01				
FEBRUARY											
YTD											
MARCH											
YTD											
APRIL											
YTD											
MAY											
YTD											
JUNE											
YTD											
Annual Total	4.06	876.57	7	4.08	146	161.04	4.01				
Mo Average	0.58	125.22	1	4.08	146	23.01	4.01				

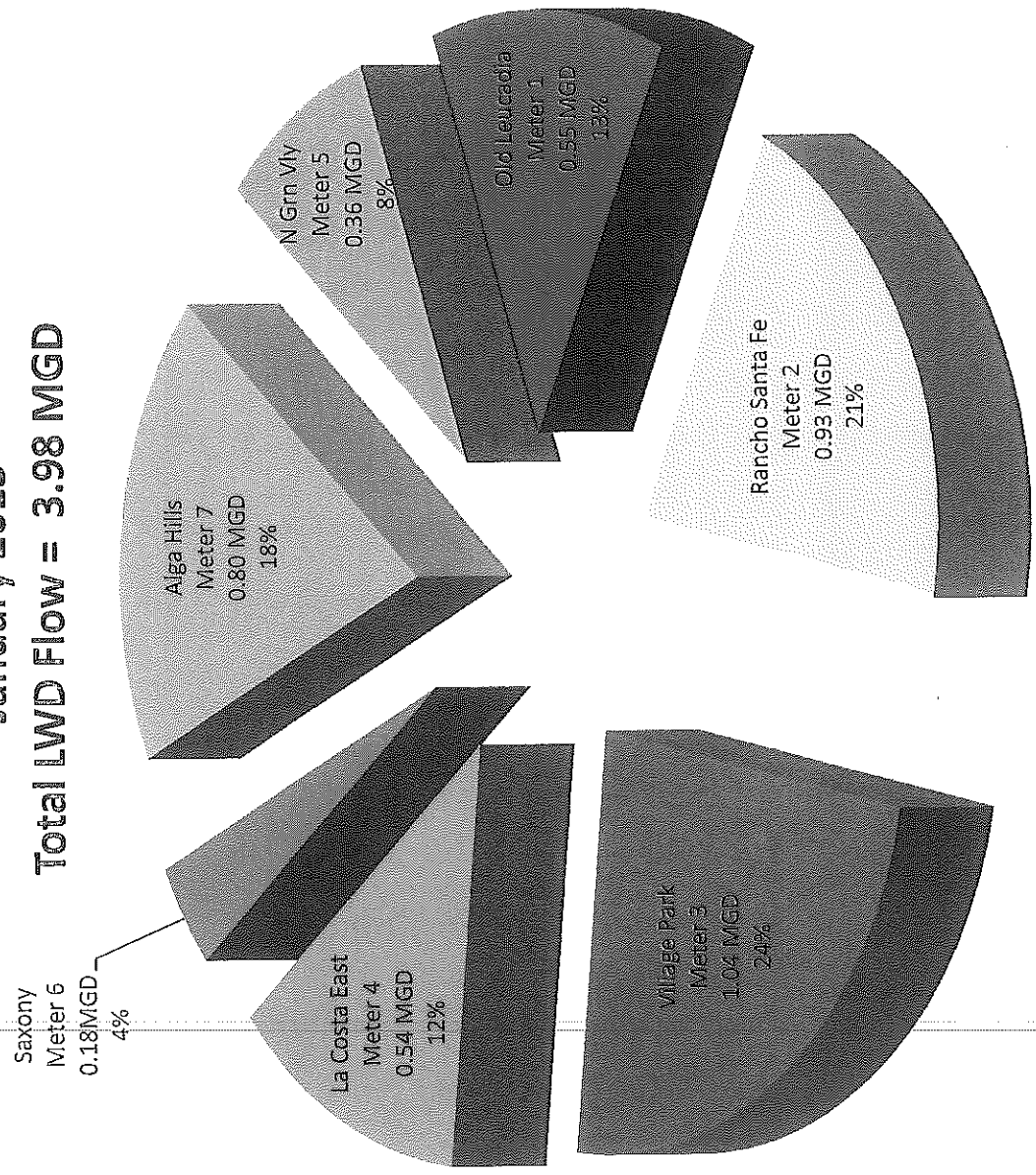
operations report



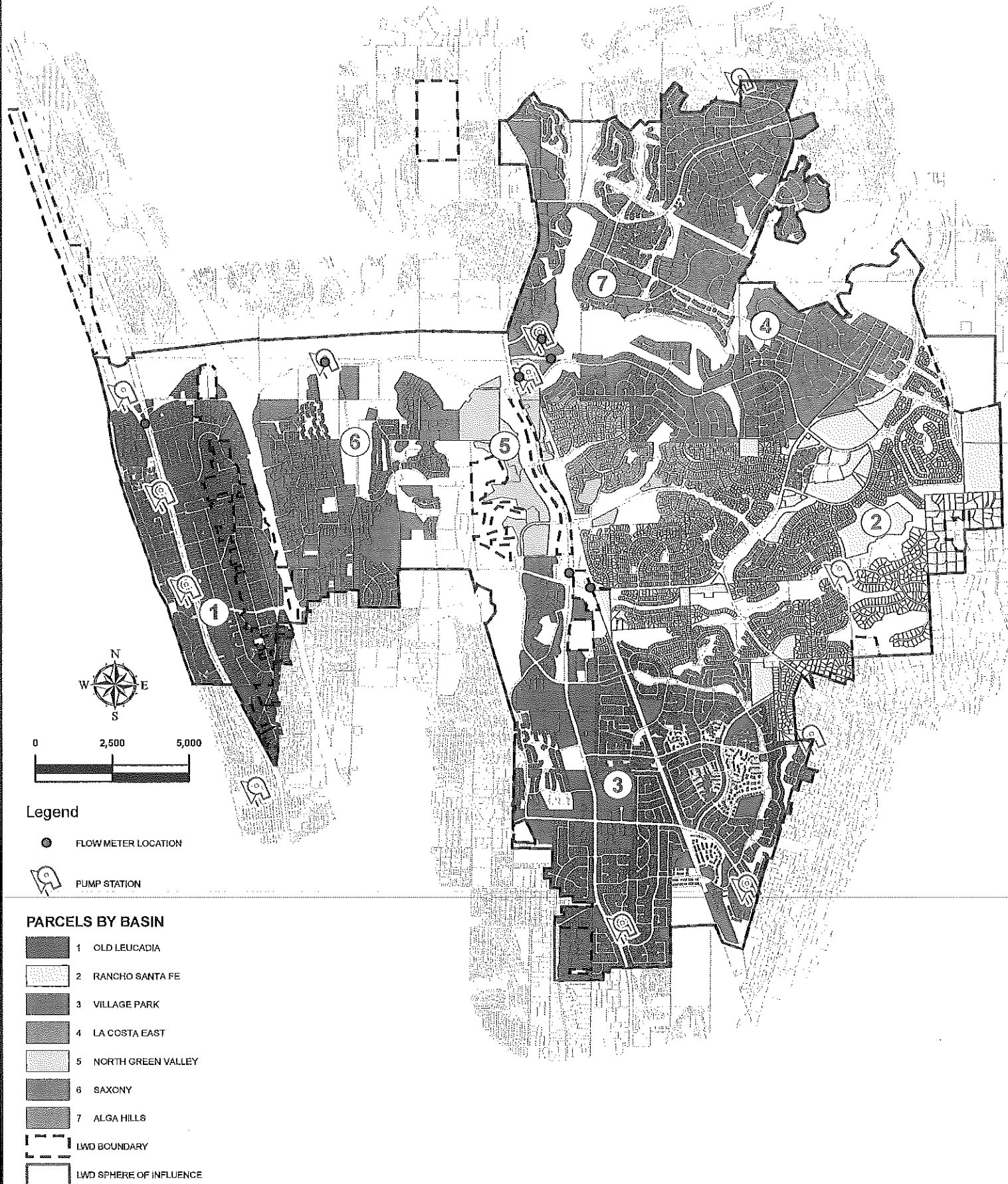
LWD Flows by Sub-Basin

January 2013

Total LWD Flow = 3.98 MGD



LEUCADIA WASTEWATER DISTRICT












Legend

● FLOW METER LOCATION

🏠 PUMP STATION

PARCELS BY BASIN

-  1 OLD LEUCADIA
-  2 RANCHO SANTA FE
-  3 VILLAGE PARK
-  4 LA COSTA EAST
-  5 NORTH GREEN VALLEY
-  6 SAXONY
-  7 ALGA HILLS
-  LWD BOUNDARY
-  LWD SPHERE OF INFLUENCE

LUCADIA WASTEWATER DISTRICT
SCHEDULE OF ASSETS, LIABILITIES, AND NET ASSETS
As of January 31, 2013

ASSETS	
Cash and Investment Pools	\$ 30,861,460.25
Investments	7,949,179.90
Accounts Receivable	228,073.38
Funds Held with Encina Wastewater Authority	906,849.00
Prepaid Expenses	669,762.23
Capital Assets	130,025,376.17
Less Accumulated Depreciation	(44,914,048.96)
TOTAL ASSETS	\$ 125,726,651.97
LIABILITIES	
Accounts Payable and Accrued Expenses	330,112.73
Developer Deposits	283,535.94
TOTAL LIABILITIES	\$ 613,648.67
NET ASSETS	
Net Investment in Capital Assets	86,970,327.21
Restricted Reserves	2,326,289.56
Unrestricted Operating Reserve	2,248,650.77
Unrestricted Non-Operating Reserves (Designated)	27,180,030.62
Unrestricted Emergency Reserve	7,500,000.00
YTD Revenue over (under) Expenditures	(1,112,294.86)
TOTAL NET ASSETS	\$ 125,113,003.30

Preliminary: subject to future review, reconciliation, accruals, and audit.

LEUCADIA WASTEWATER DISTRICT
BUDGET PERFORMANCE REPORT
YTD Revenue and Expenditures Through 12/31/2013 with Annual Budget

OPERATING REVENUES AND EXPENSES					
DESCRIPTION	A/C No.	YTD ACTUAL AMOUNT	ANNUAL BUDGET	REMAINING BALANCE	% USED
OPERATING REVENUES AND TRANSFERS					
OPERATING REVENUES					
SEWER SERVICE	3110	\$ 3,972,986.86	\$ 7,178,754.00	3,205,767.14	55.3%
RECLAIMED WATER SALES	3150	208,246.41	479,000.00	270,753.59	43.5%
OTHER OPERATING INCOME		10,860.11	192,126.00	181,265.89	5.7%
TOTAL OPERATING REVENUE		\$ 4,192,093.38	\$ 7,849,880.00	\$ 3,657,786.62	53.4%
OPERATING EXPENSES					
WAGES AND BENEFITS	4100 & 4200	\$ 1,244,846.08	\$ 2,313,265.00	\$ 1,068,418.92	53.8%
BOARD EXPENSES AND ELECTION	4300 & 4400	92,619.28	163,700.00	71,080.72	56.6%
DEPRECIATION EXPENSE	4510	1,859,000.00	-	(1,859,000.00)	n/a
REPLACEMENT EXPENSE	4515	-	1,236,028.00	1,236,028.00	n/a
FUELS	4600	21,957.86	58,500.00	36,542.14	37.5%
INSURANCE	4700	80,489.41	117,000.00	36,510.59	68.8%
MEMBERSHIP & DUES	4800	22,422.20	24,800.00	2,377.80	90.4%
OFFICE EXPENSE	4900	51,575.79	105,350.00	53,774.21	49.0%
OPERATING SUPPLIES	5000	116,876.40	218,100.00	101,223.60	53.6%
PROFESSIONAL SERVICES	5200	233,034.22	564,500.00	331,465.78	41.3%
PRINTING & PUBLISHING	5300	9,430.92	32,000.00	22,569.08	29.5%
RENTS & LEASES	5400	16,299.94	18,000.00	1,700.06	90.6%
REPAIR & MAINTENANCE	5500	141,059.17	332,050.00	190,990.83	42.5%
MONITORING & PERMITTING	5600	33,694.40	45,100.00	11,405.60	74.7%
TRAINING & DEVELOPMENT	5700	20,346.11	41,400.00	21,053.89	49.1%
UTILITIES	5900	202,122.66	421,100.00	218,977.34	48.0%
LAFCO OPERATIONS	6100	6,123.00	6,200.00	77.00	98.8%
ENCINA	6200	362,772.36	1,945,827.00	1,583,054.64	18.6%
TOTAL OPERATING EXPENSES		\$ 4,514,669.80	\$ 7,642,920.00	\$ 3,128,250.20	59.1%

NON-OPERATING REVENUES AND EXPENSES					
DESCRIPTION	A/C No.	YTD ACTUAL AMOUNT	ANNUAL BUDGET	REMAINING BALANCE	% USED
NON OPERATING REVENUES					
CAPACITY CHARGES	3130	\$ 26,124.00	\$ 111,960.00	\$85,836.00	23.3%
PROPERTY TAXES	3220	670,725.30	1,200,000.00	529,274.70	55.9%
INTEREST INCOME	3250	142,623.00	290,000.00	147,377.00	49.2%
OTHER NON OPERATING INCOME		14,681.12	67,859.00	53,177.88	21.6%
TOTAL NON OPERATING REVENUES		\$ 854,153.42	\$ 1,669,819.00	\$815,665.58	51.2%

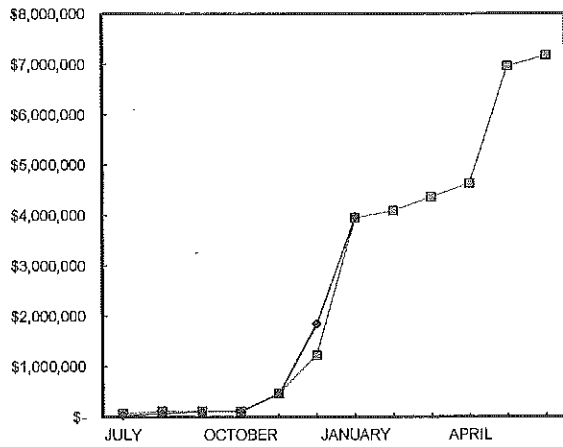
Preliminary: subject to future review, reconciliation, accruals, and audit.

Leucadia Wastewater District

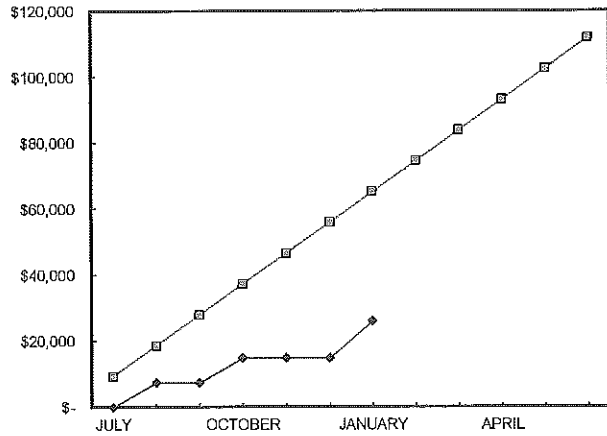
Revenue FY 2013

YTD through January 31, 2013

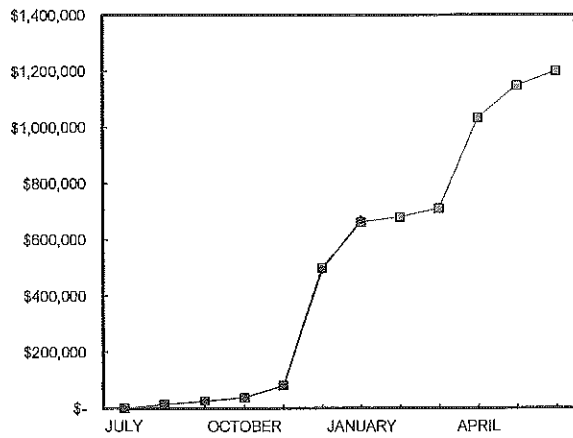
Sewer Service Fees



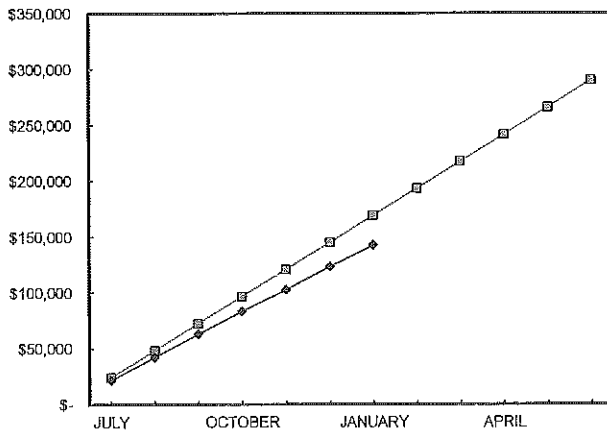
Capacity Charges



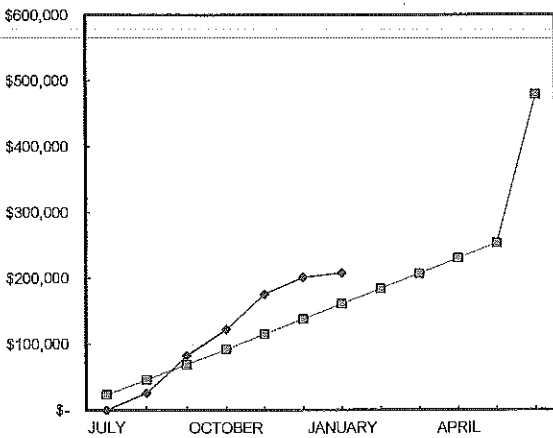
Property Taxes



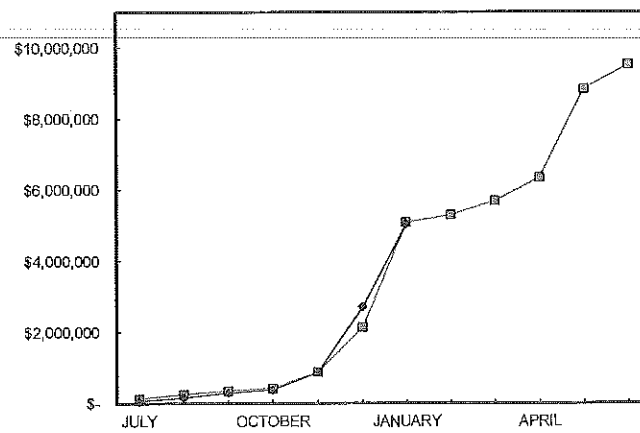
Investment Income



Recycled Wastewater



Total Revenue



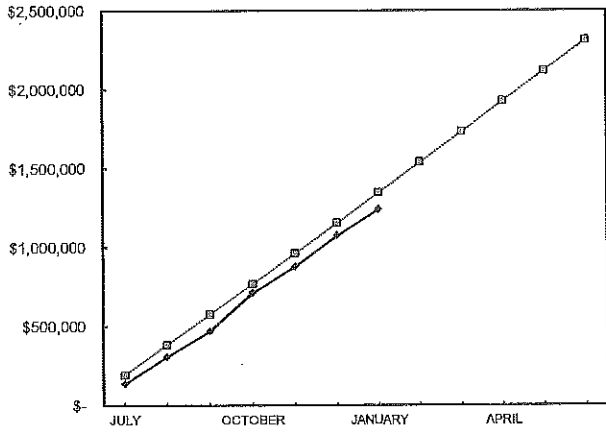
□ Budget
 ◆ Actual

□ Budget
 ◆ Actual

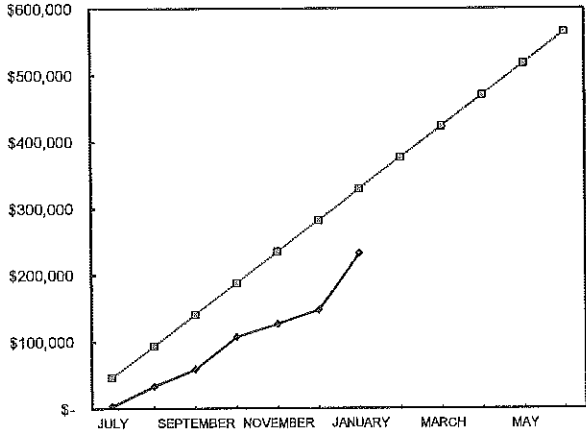
* Preliminary: subject to future review, reconciliation, accruals, and audit

Leucadia Wastewater District Operating Expenses FY 2013 YTD through January 31, 2013

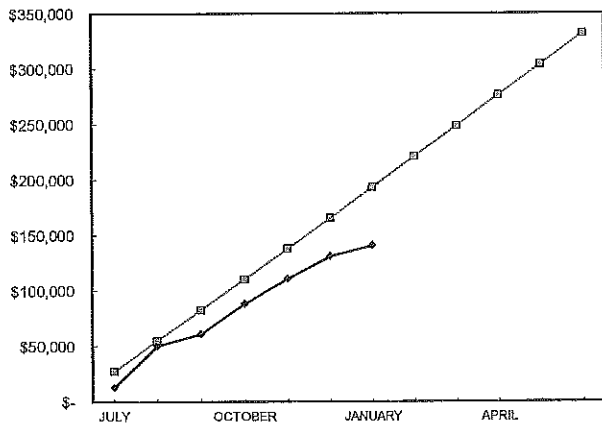
Salaries and Benefits



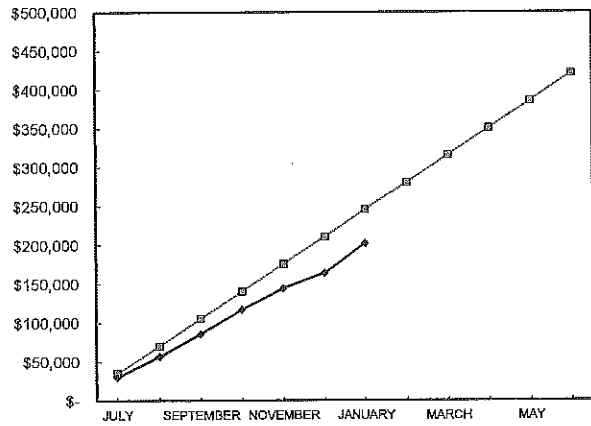
Professional Services



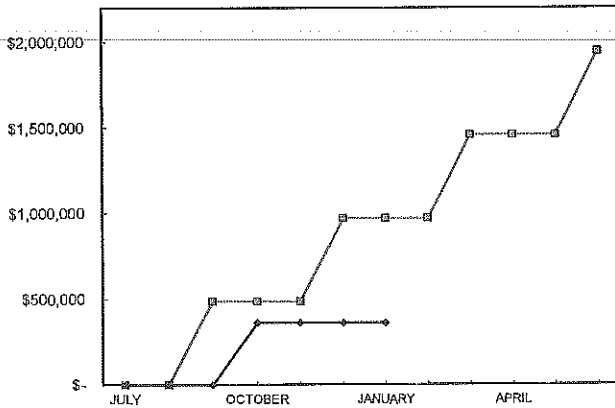
Repairs & Maintenance



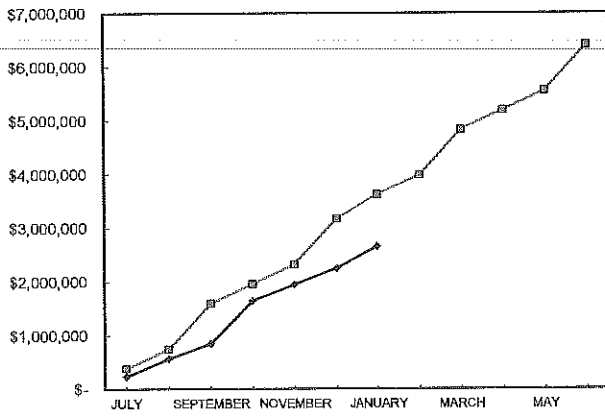
Utilities



Encina M&O



**Total Operating Expenses -
Before Depreciation & Replacement**



---□--- Budget ---◆--- Actual

---□--- Budget ---◆--- Actual

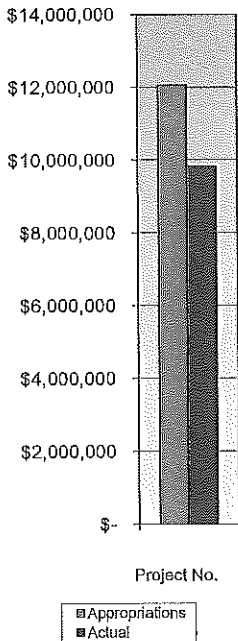
* Preliminary; subject to future review, reconciliation, accruals, and audit

Leucadia Wastewater District

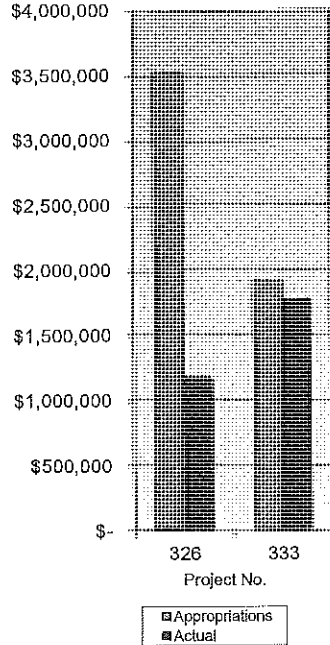
Capital Expenditures

As of January 31, 2013

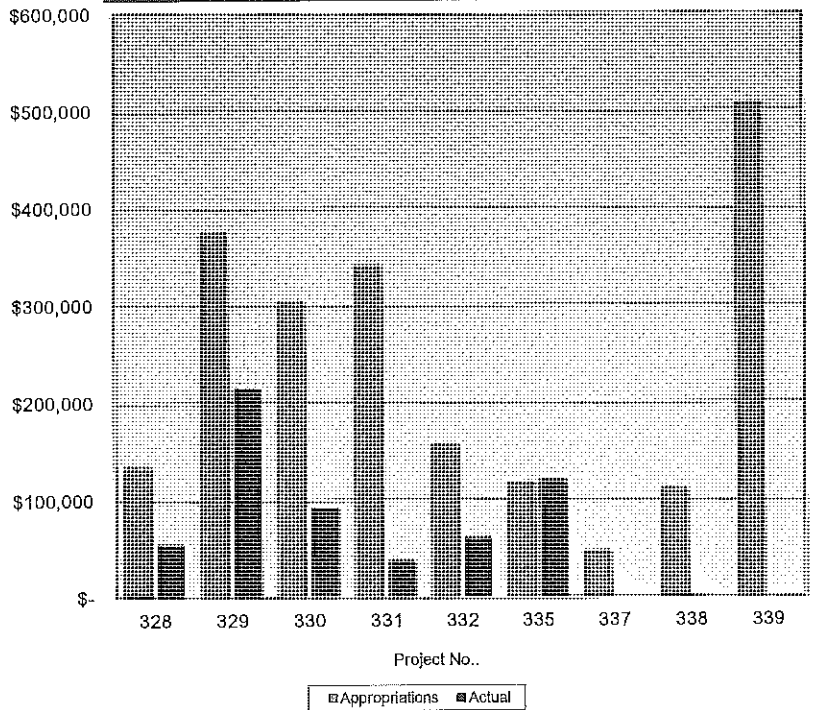
Encina W.A. Multi Year Capital Exp. FY2003-FY2013



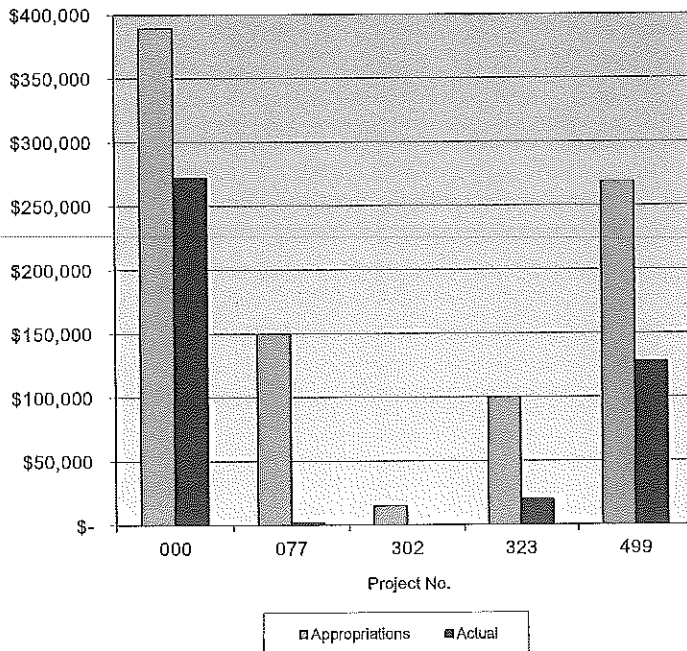
District Multi Year Capital Expenditures by Project FY2009-FY2013



District Multi Year Capital Expenditures by Project (Continued) FY2011-FY2013



Single Year Capital Expenditures by Project FY2013



Project Legend

Multi-Year Capital Projects

Description	No.
Encina Wastewater Authority	072
Batiquitos PS Rehabilitation	326
Water Recycling Group	328
Occidental Line Rehab	329
Lanikai Line Repair	330
Leucadia PS Generator Replacement	331
La Cost PS Rehabilitation	332
Force Main Corrosion Project	333
Asset Mgmt Plan Update	335
Leucadia Force Main Corrosion Eval	337
Recycled Water Effluent Line Repair	338
Gravity Pipeline Rehabilitation	339

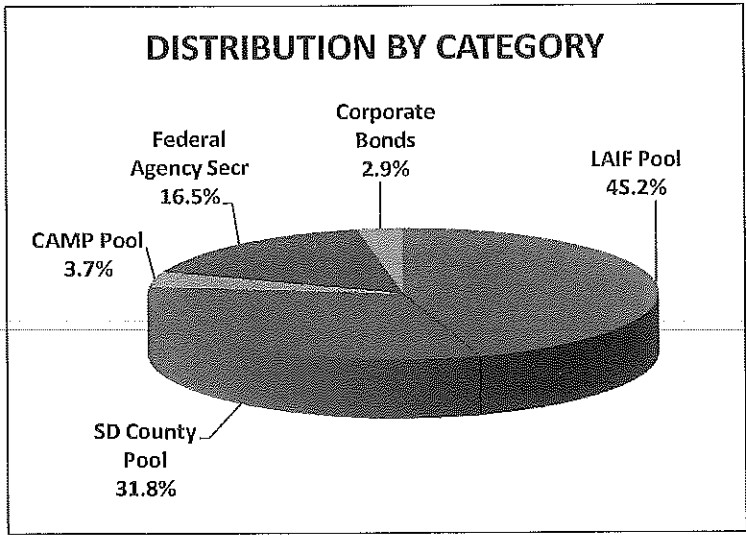
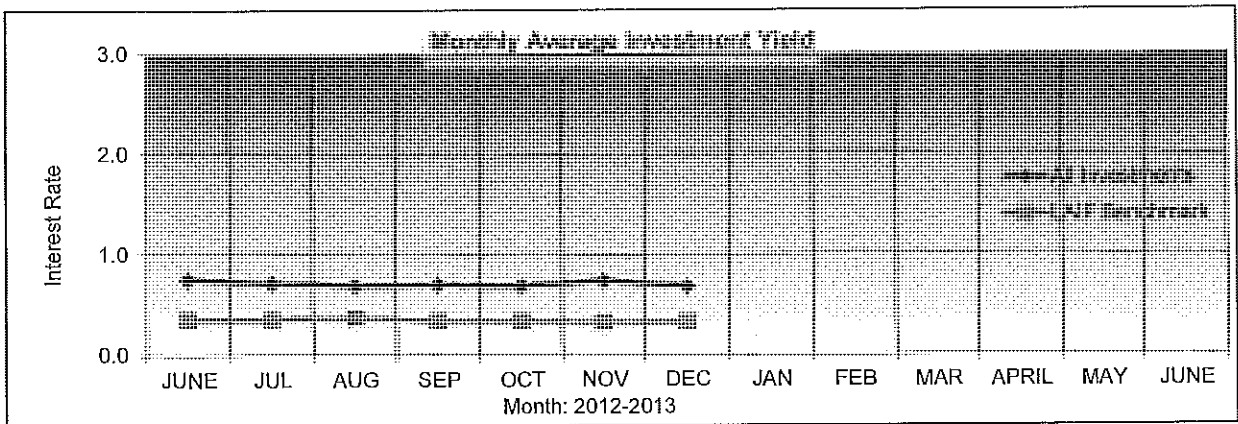
Single Year Capital Projects

Description	No.
Equipment	000
Misc Pipeline Rehabilitation	077
Professional Services	302
Lateral Replace/Backflow Prevention	323
LWD Gen'l Cap Labor & O/H Allocation	499

* Preliminary: subject to future review, reconciliation, accruals, and audit

LEUCADIA WASTEWATER DISTRICT
Monthly Investment Summary
December 31, 2012

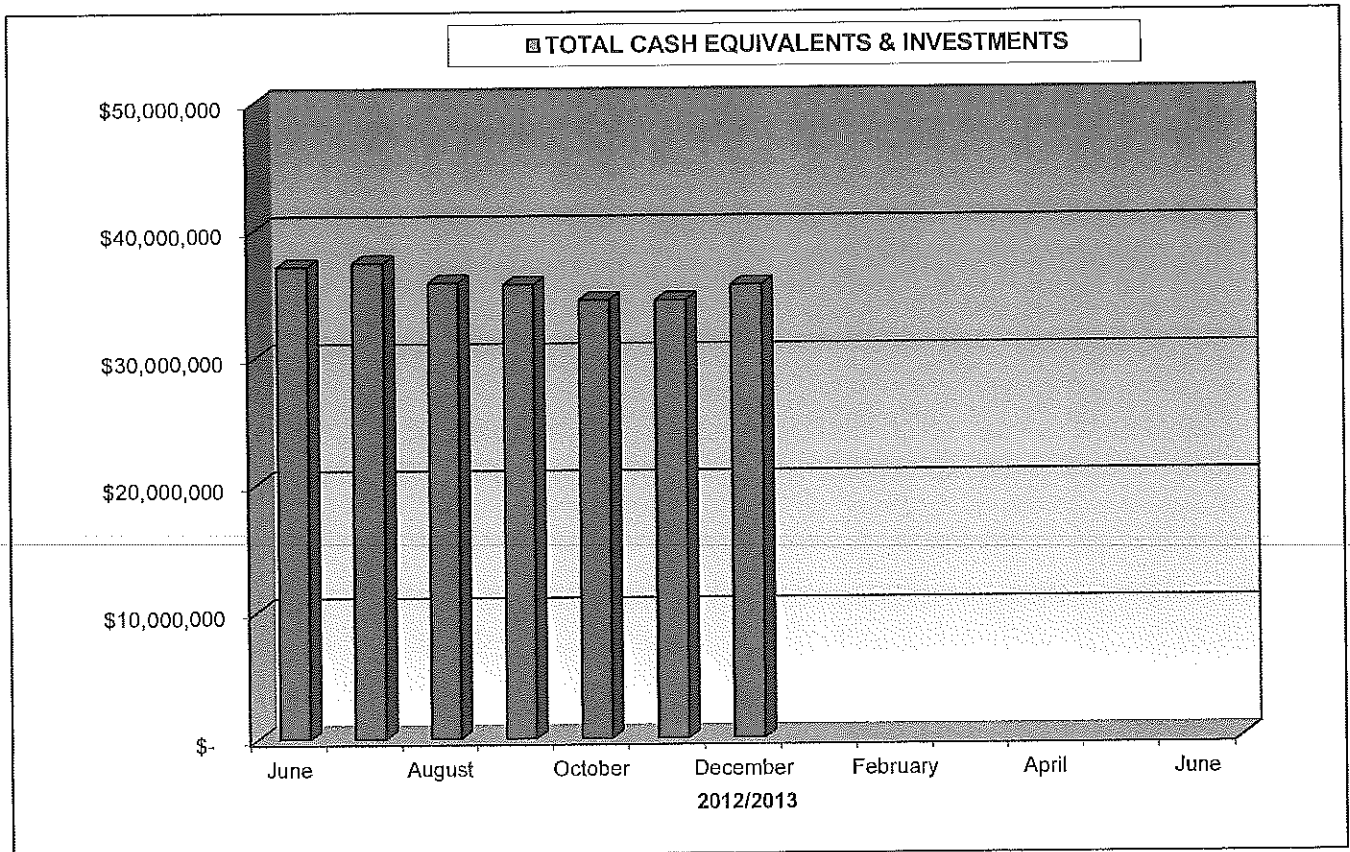
Cash Equivalents & Investments	Principal (Original Cost)		December Interest	Average Rate
	November 30, 2012	December 31, 2012		
LAIF Pool	14,888,418	16,086,418	4,207	0.326%
SD County Pool	11,322,197	11,322,197	4,076	0.432%
CAMP Pool	1,298,149	1,304,606	202	0.180%
CAMP Portfolio				
Corporate Notes	1,034,035	1,034,035	1,637	1.900%
Federal Agency Bonds/Notes	5,492,698	5,492,698	4,989	1.090%
GNMA mortgage pools	14,526	14,339	109	8.810%
Total Camp Portfolio	6,541,259	6,541,072	6,735	1.240%
US Bank Custodial Account				
Resolution Funding Corp Strips at cost	371,739	371,739	4,619	14.910%
Total Bond Funds	371,739	371,739	4,619	14.910%
Totals	\$ 34,421,762	\$ 35,626,032	\$ 19,840	0.680%



Investment Type	Actual %	Allowed %
LAIF Pool	45.1%	75%
SD County Pool	31.8%	75%
CAMP Pool	3.7%	75%
Federal Agency Sec	16.5%	75%
Corporate Bonds	2.9%	10%
TOTAL	100.0%	

LEUCADIA WASTEWATER DISTRICT
Monthly Investment Summary
December 31, 2012
(Continued)

TOTAL CASH EQUIVALENTS & INVESTMENTS		
Month 2012/2013	Amount	Average Return Rate
June	\$ 37,113,152	0.76%
July	\$ 37,385,271	0.72%
August	\$ 35,846,588	0.70%
September	\$ 35,691,658	0.70%
October	\$ 34,453,724	0.69%
November	\$ 34,421,762	0.74%
December	\$ 35,626,032	0.68%
January		
February		
March		
April		
May		
June		



LEUCADIA WASTEWATER DISTRICT
Monthly Investment Summary
December 31, 2012

(Continued)

INVESTMENT TRANSACTIONS

For the month of December, 2012

Investment	Purchases	Maturities	Sales	Notes	YTM at Cost
------------	-----------	------------	-------	-------	----------------

No investment activity in December 2012


TOTAL

\$	-	\$	-	\$	-
----	---	----	---	----	---

Investment transactions above do not include transfers between checking a/c's and cash equivalents (pools)

MEMORANDUM

Ref: 13-3561

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: LWD QUARTERLY TREASURER'S INVESTMENT REPORT

RECOMMENDATION:

Staff requests that the Board of Directors:

1. Receive and file LWD's Quarterly Treasurer's Investment Report.

DISCUSSION:

In accordance with California Government Code Section no. 53646, LWD is encouraged to render the Quarterly Treasurer's Investment Report to the Board of Directors for its consideration. For your convenience, staff has developed a one page summary of LWD's investments for the quarter ending December 31, 2012 (see attached). A copy of the full Quarterly Treasurer's Investment Reports has been enclosed for your review.

Attachment
Enclosure

rd:PB

**LEUCADIA WASTEWATER DISTRICT
 QUARTERLY TREASURER'S REPORT SUMMARY
 SUMMARY OF INVESTMENTS AT December 31, 2012**

ASSETS	AMORTIZED COST 12/31/2012	% OF TOTAL	
		Actual	Allowed
LAIF - STATE INVESTMENT POOL	\$ 16,086,418.00	44.0%	75.0%
SAN DIEGO COUNTY INVESTMENT POOL	11,322,197.00	30.9%	75.0%
CAMP - JPA INVESTMENT POOL	1,304,606.00	3.6%	75.0%
CAMP PORTFOLIO - BANK OF NEW YORK.			
US Treasury Bonds/Notes	-	0.0%	75.0%
Federal Agency - GNMA Pools	14,364.75	0.04%	See below
Federal Agency Bond Notes	5,505,424.00	15.0%	See below
Corporate Notes	1,004,764.00	2.7%	10.0%
	6,524,552.75		
US BANK - CUSTODIAL ACCOUNTS			
Resolution Funding Corp Strips @Cost, Purchased 5/25/1995	371,738.65		
Interest Earned - Amortized Discount* (1)	975,762.87		
	1,347,501.52	3.7%	See below
TOTAL INVESTMENTS	\$ 36,585,275.27	100.0%	

Total Federal & Federal Agency Investments	6,867,290.27	18.8%	75%
--	--------------	-------	-----

(1) Representation of interest that is accruing as these federal agency zero coupons approach maturity

INTEREST FOR THE QUARTER ENDED December 31, 2012

MONTH	INTEREST EARNED	AVERAGE RETURN
October	\$ 20,287.00	0.69%
November	19,438.00	0.74%
December	20,801.00	0.68%
TOTALS	\$ 60,526.00	

MEMORANDUM

Ref: 13-3534

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager *summary for*
SUBJECT: Annual Review of LWD Reserve Fund Policy

RECOMMENDATION:

Staff recommends that the Board of Directors:

- 1. Receive and file the Annual Reserve Policy Review Report.

DISCUSSION:

In February 2005, the Board of Directors (Board) adopted Leucadia Wastewater District's (LWD) Reserve Fund Policy which established a means for the District to ensure that sufficient funds are available for current operating and capital needs. The policy was last revised in February 2011.

The Reserve Fund Policy establishes two distinct reserves at LWD: 1) Restricted Reserves and 2) Unrestricted Reserves. The policy also establishes various designations within each type of reserve and calls for an annual review of the reserve balances. This report constitutes that review.

During December 2012, the Board received the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2012 that included the following reserve balances:

Restricted Reserves:

<u>Reserve Designation</u>	<u>Reserve Balance</u>
Capital Improvement Reserve	\$2,326,290
Total	\$2,326,290

Unrestricted Reserves:

<u>Reserve Designation</u>	<u>Reserve Balance</u>
Operations Reserve	\$ 2,248,651
Replacement Reserve	23,878,867
Water Recycling Reserve	3,301,164
Emergency Reserve	7,500,000
Total	\$36,928,682

Staff is *not* recommending any changes to the existing Reserve Fund Policy (attached).

cal:PJB

Attachment

**LEUCADIA WASTEWATER DISTRICT
RESERVE FUND POLICY**

Ref: 11-2748

A. POLICY STATEMENT:

One key element of prudent financial planning is to ensure that sufficient funding is available for current operating, capital and debt service cost needs. An additional critical element of fiscal responsibility is to anticipate and prepare for future funding requirements as well as for unforeseen disasters and other unforeseen events. The Leucadia Wastewater District (LWD) will at all times strive to have sufficient funding available to meet its operating, capital, and debt service cost obligations. Reserve funds will be accumulated and maintained in a manner, which allows LWD to fund costs consistent with LWD's Long Range Capital Plan and Long Range Financial Plan while avoiding significant rate fluctuations due to changes in cash flow requirements. LWD will also maintain an emergency reserve position that may be utilized to fund unexpected disasters or unanticipated major failures. The Board of Directors will annually review the level of reserve funds maintained.

B. DEFINITIONS:

Restricted Reserves: Restrictions on their use are imposed by an outside source such as creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Reserves: Have no externally imposed use restriction. The use of Unrestricted Reserve funds is at the discretion of the Board of Directors. There are two categories of Unrestricted Reserves -Designated and Undesignated. At LWD, all Unrestricted Reserves are Designated Reserves.

Designated Reserves: Set-aside for a specific purpose, which is, determined by the Board of Directors. The Board of Directors also has the authority to redirect the use of these reserve funds as needs of LWD change.

C. LEUCADIA WASTEWATER DISTRICT RESERVES:

LWD maintains the following reserve funds:

1.0 RESTRICTED RESERVES:

a) Capital Improvement Reserve:

The purpose of the Capital Improvement Reserve is to finance future capital facilities that are expansion /growth related. These capital improvements are identified in LWD's Asset Management Master Plan and Comprehensive Financial Plan Update. These reserve funds are accumulated in an orderly manner in conformance with State law and drawn down as required by growth related capital projects.

2.0 UNRESTRICTED DESIGNATED RESERVES:

a) Operating Reserve:

Since the majority of operating revenues are received periodically over the fiscal year and operating expenses are incurred uniformly over the fiscal year, an operating reserve is necessary to fund those costs attributable to daily operations. To meet daily operational needs LWD has established an Operating Reserve balance at 36.4% of annual operating expenses.

b) Replacement Reserve:

The Replacement Reserve provides funds for capital replacement and refurbishment of existing facilities. These capital improvements are identified in LWD's Asset Management Master Plan and Comprehensive Financial Plan Update. Replacement reserve funds are accumulated in an orderly manner and drawn down as required to fund capital replacement projects. To avoid abrupt sewer service rate changes, this reserve may be used to stabilize rates. The Replacement Reserve shall not exceed the 20-year capital replacement costs as identified in the Comprehensive Financial Plan Update.

LWD's capacity fee represents a system buy-in that takes into account the value of existing capacity pre-built by current users that will benefit future users, and is a source of funding for the Replacement Reserve.

d) Water Recycling Reserve:

The Water Recycling Reserve will fund capital improvements and replacement of water recycling facilities. This reserve will also be used to fund operating expenses in the Water Recycling Fund whenever there is a shortfall of recycled wastewater sales revenue to operating expenses. These capital improvements are identified in the Long Range Wastewater Capital Plan and the Long Range Financial Plan. The Replacement Reserve shall not exceed the 20-year capital replacement costs as identified in the Long Range Financial Plan.

e) Emergency Reserve:

The Emergency Reserve provides funds for emergency response for potential repair or replacement of capital facilities due to damage from a natural disaster or unanticipated major failure in a period when capital improvements funds have otherwise been purposely spent down to preset limits on planned projects. The Emergency Reserve is at the discretion of the Board of Directors and is maintained at a level of \$7,500,000, which is based on the recommendation by LWD staff and the District Engineer (Exhibit A).

D. SOURCES AND USE OF FUNDS:

RESERVE	SOURCE OF FUNDS	USE OF FUNDS	NOTES
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RESTRICTED RESERVES

Capital Improvement	Interest earned on reserve	Growth related capital expenditures	Funds previously accumulated from capacity fees. Now, capacity fees reflect 100% buy-in to the system and are transferred to the Replacement Reserve
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UNRESTRICTED DESIGNATED RESERVES

Operating	Operating income and interest earned on reserve	Wastewater Operating expenses	Reserve balance maintained at 36.4% of budgeted operating expenses. Excess (deficit) funds transferred to/from Replacement Reserve
Replacement	Property taxes and other non-operating income, 100% of Capacity Fees, Excess operating revenues, and Interest earned on reserve	Replacement related capital expenditures and rate stabilization	Limited to 20-year capital replacement costs as identified in the Comprehensive Financial Plan Update
Water Recycling	Recycled Water sales and interest earned on reserve	Recycled Water capital improvement and replacement as well as operating expenses	Limited to 20-year capital replacement costs as identified in the Comprehensive Financial Plan Update.
Emergency	Originally funded by board action. Interest earned on reserve	Emergency repair or replacement expenditures	Reserve balance maintained at \$7,500,000 level. Excess funds transferred to Replacement Reserve

Leucadia Wastewater District
Discussion of Emergency Reserve Fund

Maintenance of an Emergency Reserve Fund (ERF) would provide the benefit of providing funds for emergency response for repair or replacement of capital facilities potentially necessary due to natural disaster damage or unanticipated major failure in a period when capital improvement funds have otherwise been purposely spent down to preset limits on planned projects. Separately, Capital Reserve Funds will be accumulated in a planned manner through financing, setting aside a portion of sewer service fees, or a combination of both methods, as determined by Board policy.

The amount to be recommended for maintenance in the ERF has been evaluated and discussed by Leucadia Wastewater District (LWD) staff and the District Engineer. The following table lists some pros and cons for three potential levels of ERF.

ERF Alternatives	Pros	Cons
Alternative 1: LWD maintain small ERF of \$1.0 million	<ol style="list-style-type: none"> 1) Reduces initial reliance on borrowing. 2) Would extend period of reduced rate increases. 	<ol style="list-style-type: none"> 1) Not enough reserve to respond to many reasonably possible emergency events. 2) Increased risk at point of ERF exhaustion that emergencies could not be responded to timely. 3) Reduced District liquidity and lesser financing qualifications. 4) Increased long term reliance on borrowing.
Alternative 2: LWD maintain a Moderate ERF of \$7.5 million	<ol style="list-style-type: none"> 1) Sufficient funds to adequately replace or repair two major District facilities on an emergency basis. 2) Sufficient funds to replace or repair about six or seven concurrent intermediate size facility problems at any given time. 3) Unlikely to deplete ERF in a time period that would not allow establishment of additional financing, if necessary. 4) Provides opportunity for investment of modest amount of about 1.5 years worth of sewer service fee 	<ol style="list-style-type: none"> 1) Ties up \$7.5 million of funds that could be used to offset or defer rate increases. 2) May be considered as ability to pay discretionary fines in the potential event of a major wastewater spill. 3) Over time, it may be determined that the \$7.5 million amount should be decreased or increased depending on facility performance and risk tolerance.

	<p>collections.</p> <p>5) Provides ability to fund one to two years of typical CIP schedule projects, while additional funding is being established.</p> <p>6) Increases liquidity of District that would be considered positively by financial markets when considering other financing issues.</p>	
<p>Alternative 3: LWD maintain a Large ERF of \$15 million</p>	<p>1) Very little risk that any emergency situation would result that funds were not available for immediate response.</p>	<p>1) Maintenance of large reserves is considered by some watch dog entities as a negative attribute.</p>

Based on an analysis of the above three ERF funding alternatives above, LWD staff and the District Engineer recommend that LWD adopt Alternative 2 – LWD Maintain a Moderate ERF of \$7.5 million.

Encina Wastewater Authority Report
Regular Board Meeting
January 23, 2013

EWA Board of Directors - Directors Juliussen and/or Sullivan reporting.

1. 2013 Business Plan Quarterly Status Report

The Board of Directors received and filed the 2013 Business Plan Quarterly Status Report.

2. Committee Assignments for Calendar Year 2013

The Board Chair of the EWA Board of Directors received and filed the committee appointments.

Community Affairs Committee Meeting Report

Presented by Director Omsted

Meeting held January 14, 2013

1. Review the Spring 2013 newsletter proposed article topics and production schedule.

The CAC reviewed and agreed with the following newsletter article topics, along with the production schedule:

- Newsletter will focus on LWD's budget process.
- Illustrations of a lateral connecting to the sewer main.
- LWD's recently received awards

2. The CAC reviewed updates on the following:

- Speakers' Bureau program and tentative scheduled appointments with the Encinitas Chamber of Commerce and Surf Rider's Foundation.
 - Teacher's Grant Program update about Ms. Beales' meetings with the schools principals.
-

Engineering Committee Meeting Report

Presented by Director Juliussen

Meeting held on February 5, 2013

1. The EC reviewed the 2013 Asset Management Plan completed by Dexter Wilson Engineering.

The EC concurred with staff to present this recommendation to the Board of Directors for adoption and it will be discussed later in the agenda.

2. The EC reviewed a proposed change order with PCL Construction Incorporated for additional work to reline the west wall of Wet Well 2 of the Batiquitos Pump Station for an estimate amount of \$50,660.

The EC concurred with staff to present this recommendation to the Board of Directors for approval and it will be discussed later in the agenda.

3. The EC reviewed Ordinance No. 127, a reimbursement agreement for sewer between LWD and Marquee Enterprises, LLC.

The EC concurred with staff to present this recommendation to the Board of Directors for adoption and it will be discussed later in the agenda.

4. The EC reviewed an agreement between Olivenhain Municipal Water District and Local Project Participants for Partnership and Uses of a Grant Award.

The EC concurred with staff to present this recommendation to the Board of Directors for approval and it will be discussed later in the agenda.


5. The EC received the following presentations and they will be presented later in agenda:

- Evaluation of an Onsite Portable Welding Unit
- New CCTV Truck Cost Efficiencies
- February 1, 2013 Force main overflow associated with the Lanikai Truck Sewer Lining project bypass

The EC also received updates on the following projects:

- Force Main Corrosion Control Project
- Batiquitos Pump Station Rehabilitation Project

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: 2013 Update of the Asset Management Master Plan

RECOMMENDATION:

Staff requests that the Board of Directors:

1. Adopt the 2013 Asset Management Master Plan completed by Dexter Wilson Engineering.

DISCUSSION:

This item was reviewed by the Engineering Committee at its February 5, 2013 meeting. The update of the District's 2008 Asset Management Master Plan (AMMP) was included as a goal in the staff's FY 2013 Tactical Plan.

The AMMP is one of three District cornerstone documents. Staff has been working with Dexter Wilson Engineering to update the District's 2008 AMMP. The implementation of the 2008 AMMP resulted in the completion and/or implementation of the following Capital Improvement Program (CIP) projects over the last five years:

- Batiquitos Influent Gravity Line Replacement Project
- Village Park Number 5 Pump Station Force Main Replacement Project
- Satellite Pump Station, Force Mains, and Gravity Sewer Replacement Project
- Piraeus Street and Levante Street Gravity Line Cured-in-Place Pipe (CIPP) Lining Project
- Force Main Corrosion Study
- Force Main Cathodic Protection Project
- Occidental Trunk Sewer and Manhole Repair
- Lanikai Trunk Sewer Lining Project
- Batiquitos Pump Station Rehabilitation Project
- La Costa Pump Station Rehabilitation Project
- Leucadia Pump Station Emergency Generator Replacement Project

It is important to keep in mind that the Asset Management Plan (Asset Plan) requires updating on a periodic basis, generally every five years, as it is implemented and projects are completed. The 2013 Asset Plan update organizes the District's wastewater assets into five distinct categories, gravity lines, manholes, pump stations, force mains and jointly-owned facilities, for management planning. Additionally, it incorporates the District's shift in operational focus from hydro-cleaning to Close Circuit Television (CCTV) inspection of gravity lines. The Asset Plan provides 1) recommendations for operations and maintenance of the District's assets by category, 2) short-term expenditures of capital funds in a 5 year CIP projects plan and 3) long-term, 20 year, estimates of capital fund expenditures.

This update to the Asset Plan refines and uses a predictive failure model as a methodical approach to analyze and project future replacement costs of gravity pipelines and manholes prior to failure.

Additionally, the Asset Plan methodically addresses future rehabilitation and/or replacement of force mains and pump stations based on estimated life cycles of their components, such as structural materials, electronic controls, and mechanical equipment. In the long run, staff believes that managing assets by replacing or rehabilitating them before failure is a prudent and cost effective way of conducting business.

Attached is the Executive Summary for you review. A copy of the Asset Plan is available upon request. It is important to keep in mind that the Asset Plan is a working model that will be modified over time as it is implemented and new data is collected. Natalie Fraschetti, Dexter Wilson Engineering, will present an overview of the 2013 Asset Plan.

rym:PJB

EXECUTIVE SUMMARY

The Leucadia Wastewater District (District) covers a total service area of 10,200 acres (16 square miles) which includes southern portions of the City of Carlsbad (Carlsbad) and northern portions of the City of Encinitas (Encinitas). The District provides wastewater collection, treatment, disposal and service to a population of approximately 60,000. The Leucadia Wastewater District's existing wastewater system encompasses approximately 190 miles of gravity sewer pipeline, 5,000 manholes, ten pump stations and 12 miles of force mains, a wastewater treatment plant, and a water reclamation plant.

As of December 2011, the District serves 27,799 equivalent dwelling units (EDUs) at 92.5% of buildout. Utilizing current and historical District flow and EDU data, it is anticipated that the existing conveyance system has sufficient capacity to convey District buildout flows. An analysis of the data also indicates that current peak infiltration and inflow rate is near equal to the design infiltration and inflow.

Asset planning has morphed into organizing the District's wastewater assets into five distinct categories – gravity sewers, manholes, pump station, force mains, and jointly-owned facilities. The District is one of six owners of the Encina Water Pollution Control Facility (WPCF) which is operated and administered by the Encina Wastewater Authority (EWA). Additionally, the District pumps secondary treated wastewater from the Encina WPCF to its Gafner Water Reclamation Plant (WRP) for tertiary treatment and then distributes the recycled water to the South La Costa Golf Course.

The following paragraphs summarize the recommendations of this asset management plan by asset category highlighting operation and maintenance recommendations (where appropriate) and providing short-term expenditures of capital funds (i.e., 5-Year Capital Improvement Program projects). Long-term (20 year) estimates of expenditures are also provided. Note that no growth-related capital improvement projects are recommended for the District at this time based on (1) the District approaching the estimated number of buildout EDUs and (2) the quantity of wastewater per EDU on a District-wide basis has not increased.

GRAVITY SEWER PIPELINES

- In 2011 – 2012, the District has enhanced the quantity and quality of closed-circuit television (CCTV) inspections of its gravity sewer pipelines through the purchase of a new state-of-the-art CCTV truck and additional training of its field service staff. To make best use of the information acquired during these inspections, the District should:
 - Assign an estimated integrity/condition of the pipeline as District staff completes each pipeline inspection. The National Association of Sewer Service Companies (NASSCO) system, or similar condition-grading system, should be utilized.
 - Outline a clear path for the inspection results (i.e. condition of pipeline) to move from the inspector to supervisor, and then to the engineering and administrative sections of the District to plan for facilities replacement/repair if necessary.
 - Compile and organize the CCTV inspections such that prior inspections can quickly and easily be reviewed prior to conducting a new inspection. This could be accomplished via a GIS-centric software program. Programs would have to be evaluated and purchased by the District.
 - Confirm long-term plan for CCTV inspection utilizing District's two CCTV trucks.
- Work orders for routine maintenance are presently generated strictly based on geographic zone. This approach should be revised to also consider the associated requirements of the activity. For example, if it is decided that a large diameter sewer in Zone 1 which requires traffic control to hydroclean is only planned to be cleaned every few years, a new work order should not be generated each year Zone 1 comes up for hydrocleaning.
- The following replacement-based capital improvement projects are recommended for the District's 5-Year CIP.
 - Address structural repairs identified in Infrastructure Engineering Corporation's (IEC) 2009 Phase 1 AMMP Implementation.
 - Address structural repairs identified in the special maintenance area (SMA) evaluation conducted in 2012.
 - Complete trial lining project (with lateral connection lining or partial lateral lining as-needed to protect the publically-owned rehabilitated sewer line).
 - Begin replacement or lining of all vitrified clay pipe (VCP) throughout the District.

- CCTV inspections show the District has a chronic issue of root intrusion in VCP pipe. Replacement should begin in the most affected area, Old Leucadia, Zone 1. The District should evaluate replacement versus lining as a cost-effective alternative.
- Following Zone 1, replacement should move to the scale-impacted Alga Hills area of the District. The District should evaluate replacement versus lining, mechanical cleaning, and/or chemical treatment as cost-effective alternatives.
- Following Alga Hills, replacement or lining should continue in the oldest areas of the District (Zones 2, 3, and 4) and then the remaining zones.
- Purchase a GIS-based work management system.
- The District has historically had a Miscellaneous Line Repair budget line item within the budget. We recommend continuing to include the Miscellaneous Line Repair at \$150,000.
- The District has historically had a Lateral Replacement Backflow Program budget line item with the budget. The 5-Year CIP shows this program continuing at its current funding level of \$100,000.
- For long-term financial planning, at a spending rate of \$1,500,000 per year, the District would replace approximately 130,435 feet of gravity sewer over 20 years. This equates to approximately 13 percent of the District's gravity sewer pipelines. Alternatively, if lining was preferred over replacement, at the same spending rate the District would line approximately 260,870 feet over 20 years, which represents approximately 25 percent of the gravity sewer pipelines.

MANHOLES

- The District presently inspects all manholes on an annual basis. The District is planning to enhance its technological capabilities and increase the quality of the inspections by maximizing the use of existing camera equipment to photograph and videotape manholes. To make best use of the information acquired during these inspections, the District should:
 - Assign an estimated integrity of the manhole as District staff completes each inspection. The National Association of Sewer Service Companies (NASSCO) system, or similar condition-grading system, should be utilized.
 - Outline a clear path for the inspection results (i.e. condition) to move from the inspector to supervisor, and then to the engineering and administrative sections of the District to plan for rehabilitation (or replacement) of the manholes if necessary.

- Compile and organize the photographs and video so that prior records can quickly and easily be reviewed prior to conducting a new inspection. This could be accomplished through a GIS-centric software program.
- For the District's 5-Year CIP, establish a manhole rehabilitation budget item of up to \$150,000 and determine whether manholes will be rehabilitated with pipeline replacement/lining or independently.
- For long-term financial planning, at a spending rate of \$150,000 per year, the District would replace approximately 500 manholes over 20 years. This equates to approximately 10 percent of the District's manholes.

PUMP STATIONS

- Conduct condition assessment of all District pump stations to identify capital improvement projects. All components of the pump station (controls, mechanical, electrical, structural, etc.) should be inspected. Force mains should be inspected separately.
- Maintain summary (in Appendix F) of pump station improvements and their associated cost to allow for more accurate financial planning.
- The following replacement-based capital improvement projects are recommended or are planned by the District and are included in the District's 5-Year CIP.
 - Rehabilitation of the Batiquitos Pump Station
 - Leucadia Pump Station Generator Replacement
 - Rehabilitation of the La Costa Pump Station
 - Condition assessment of all District pump stations
 - Replacement of Power Monitors at Saxony and Rancho Verde
 - Replacement of pumps at the Saxony Pump Station
 - Encinitas Estates Improvements
 - ~~Village Park 5 Improvements~~
 - Village Park 7 Improvements
 - The 5-Year CIP also includes place holder expenses for improvements which are expected to result from the condition assessment ("General Pump Station Improvements")
- For long-term financial planning, District pump station expenditures (including force mains) are expected to total approximately \$34 million over the next 20 years.

FORCE MAINS

- For asset planning purposes, plastic-based force mains (e.g., PVC, HDPE) are estimated to have a useful life of 50 years while metallic-based force mains' useful life is estimated to be 25 years.
- Five of the District's ten pump station force mains (Avocado, Diana, Encinitas Estates, Village Park 5, and Village Park 7) have been replaced since 2008, all with PVC. Rancho Verde Pump Station's force main is PVC and was installed in 1997. The condition of these facilities should be evaluated as they approach the end of their estimated remaining useful life of 50 years. Additionally, an interim inspection (e.g. CCTV from discharge, evaluation of pump efficiency, etc) at approximately 20 years would be warranted. The District should continue to evaluate the most appropriate manner in which to conduct this interim inspection.
- Saxony Pump Station's force main has ductile iron sections installed in 1999 and 2001. The force main should be evaluated as part of the overall pump station condition evaluation. The force main should be planned for replacement by 2024 unless the condition assessment recommends otherwise.
- La Costa Pump Station's force mains are a combination of CIP (cast iron), PVC, and HPDE and were installed between 1963 and 1998. The CIP section is the oldest section and should be evaluated as part of the overall pump station evaluation. The remaining force main sections should be evaluated as they approach the end of their estimated remaining useful life.
- Sections of the Batiquitos Pump Station force mains were replaced following a leak in 2010. Based on destructive testing completed in 2011, the remaining sections of B2 are recommended to be replaced in FY2023 and B3 is recommended to be replaced in FY2025.
- Leucadia Pump Station force main L1 is at the end of its theoretical remaining useful life and is planned for replacement in FY16/FY17. A corrosion evaluation is planned for FY13. This, and other evaluations, should be utilized to (1) determine whether this pipeline should be lined or replaced and (2) confirm planned replacement timeframe.
- The following replacement-based capital improvement projects are recommended or are planned by the District and are included in the District's 5-Year CIP.
 - Cathodic Protection Improvements for L2, B2, and B3 (and annual testing)
 - Integrity Inspection of L1
 - Integrity Inspection of L1, B2, and B3 (Ultrasonic Testing)

- Leucadia Pump Station Force Main L1 Replacement
- Long-term capital estimates for force main replacement are included in the pump station long-term capital replacement estimates. These include IEC's recommendations to replace B2 in FY2023 and B3 in FY2025.

JOINTLY-OWNED GRAVITY SEWERS

- Recommendations regarding the Batiquitos Influent Sewer
 - Continue maintaining with remaining gravity sewers. Generate hydrocleaning and CCTV work orders based on the needs of the pipeline.
- Recommendations regarding the Lanikai Gravity Sewer
 - Update work management system to reflect that the diameter is 21-inch for its entire length.
 - Place pipeline on a 5-year schedule for hydrocleaning and CCTV.
 - Develop long-term inspection schedule and integrate with a chronological summary of inspection and maintenance activities.
- Recommendations regarding the Occidental Sewer
 - Monitor Carlsbad's proposed cleaning schedule of every five years.
 - Develop a chronological summary of inspection and maintenance activities.
- The following capital improvement projects are included in the District's 5-Year CIP (District's share of cost only).
 - Lanikai Line Repair – Lining from Franciscan Road to Occidental Line
 - Occidental Line Repair – Rehabilitation of eight (8) manholes and CIPP lining of two cracked line segments
- For long-term financial planning, the District's share of the Lanikai Gravity Sewer expenditures is expected to total \$191,000 and for the Occidental Sewer, \$675,700. The Batiquitos Influent Sewer is planned for in the remaining District gravity pipelines.

RECYCLED WATER

- The District should inspect the Secondary Effluent Pump Station at Encina WPCF as part of the overall pump station condition assessment planned in FY14.

- The District should inspect the Gafner WRP as part of the overall pump station condition assessment planned in FY14.
- The following capital improvement projects are included in the District's 5-Year CIP.
 - Recycled Water Effluent Line Valve Repair
 - Recycled Water Effluent Line Replacement (includes new San Marcos Creek Crossing)
 - The North San Diego County Regional Recycled Water Project
 - General Secondary Effluent Pump Station and Force Main Improvements
 - General Gafner WRP Improvements
- For long-term financial planning, District recycled water expenditures for pumpback facilities at Encina are estimated to total \$7,328,000 over the next 20 years. The Gafner Water Reclamation Plant expenses are expected to total \$4,764,000 over the next 20 years.

ENCINA WASTEWATER AUTHORITY

- The District's average annual share of EWA's capital projects is estimated to be \$1,200,000 based on the capital replacement value of the District's ownership of EWA facilities.
- The actual use of funds shall be based on specific projects as defined by EWA.
- For long-term financial planning, the District's share of EWA projects is estimated to be \$24,000,000 over the next 20 years.

5-YEAR CIP

The following table presents the District's recommended 5-Year CIP as a culmination of all CIP projects discussed throughout the report.

**TABLE ES-1
District Capital Improvement Program (CIP) Detail in 1,000's**

Wastewater Program	FY2013	FY2014	FY2015	FY2016	FY2017
<u>Gravity Pipelines and Manholes</u>					
Phase 1 AMMP Structural Repairs	-	100.0	-	-	-
SMA Structural Repairs	250.0	-	-	-	-
Trial Lining Project	250.0	-	-	-	-
Scott's Valley Pipeline Lining	-	500.0	-	-	-
VCP Programmatic Replacement	-	1,000.0	1,500.0	1,500.0	1,500.0
Annual Manhole Rehabilitation	-	150.0	150.0	150.0	150.0
New Work Management System Purchase	-	125.0	-	-	-
Miscellaneous Pipeline Rehabilitation	150.0	150.0	150.0	150.0	150.0
Lateral Replacement Backflow Program	100.0	100.0	100.0	100.0	100.0
<u>Pump Stations</u>					
Batiquitos Rehabilitation	2,850.0	-	-	-	-
Leucadia Generator Replacement	550.0	-	-	-	-
La Costa Rehabilitation	240.0	-	-	-	-
Condition Assessment	-	30.0	-	-	-
Saxony and Rancho Verde Power Monitors	-	50.0	-	-	-
Saxony Pump Replacement	-	100.0	-	-	-
Encinitas Estates Improvements	-	337.5	-	-	-
VP5 Improvements	-	-	337.5	-	-
VP7 Improvements	-	-	240.0	-	-
General Pump Station Improvements	-	-	379.0	955.8	955.8
<u>Force Mains</u>					
L2,B2, & B3 CP Improvements	212.0	-	-	-	-
Annual CP Testing - L1, L2, B2, and B3	-	0.5	0.5	0.5	0.5
L1 Corrosion Evaluation	47.0	-	-	-	-
L1, B2, and B3 Corrosion Evaluation	-	-	-	90.0	-
L1 FM Replacement	-	-	-	2,268.0	2,268.0
<u>Jointly-Owned Gravity Sewers</u>					
Lanikai Line Repair	256.0	-	-	-	-
Occidental Line Repair	301.8	-	-	-	-
<i>Subtotal Wastewater Program</i>	<i>5,206.8</i>	<i>2,643.0</i>	<i>2,857.0</i>	<i>5,214.3</i>	<i>5,214.3</i>
District Share of Encina CIP	1,200.0	1,200.0	1,200.0	1,200.0	1,200.0
Total Wastewater Program	6,406.8	3,843.0	4,057.0	6,414.3	6,324.3
Recycled Water Program	FY2013	FY2014	FY2015	FY2016	FY2017
RW Effluent Line Valve Repair	110.8	-	-	-	-
RW Effluent Line Creek Crossing	-	250.0	-	-	-
North SD County Regional Project	81.5	2,000.0	1,325.0	-	-
General Secondary Eff PS & FM Imprvmnts	-	267.8	267.8	79.7	79.7
General Gafner WRP Improvements	-	724.5	724.5	315.9	315.9
Total Recycled Water Program	192.3	3,242.3	1,920.4	395.6	395.6
District Total CIP Expenses	6,599.1	7,085.3	6,374.3	6,809.9	6,719.9

20-YEAR CIP SUMMARY

The following tables present a summary of the estimated wastewater and recycled water program expenditures by asset class over the next 20 years (through FY2032). These values are calculated based on the long-term expenditures forecast for each asset category. Details about the forecast methodology for each asset class are provided in their respective chapter of the AMP.

TABLE ES-2 20-YEAR (FY13-FY32) SUMMARY OF WASTEWATER CIP EXPENDITURES	
Asset Category	Expenditures over 20 Years
Gravity Sewer Pipelines	\$ 23,547,258
Manholes	\$ 3,000,000
Pump Stations and Force Mains	\$ 39,474,000
Jointly-Owned Gravity Sewers	\$866,700
Encina Wastewater Authority Projects	\$ 24,000,000
Total	\$90,887,958

TABLE ES-3 20-YEAR (FY13-FY32) SUMMARY OF RECYCLED WATER CIP EXPENDITURES	
Asset Category	Expenditures over 20 Years
Recycled Water Pump Station and Force Main	\$ 7,328,000
Gafner Water Reclamation Plant	\$ 4,764,000
Total	\$12,092,000

MEMORANDUM

Ref: 13-3559

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: Batiquitos Pump Station Rehabilitation Project Proposed Change Order

RECOMMENDATION:

Staff requests that the Board of Directors:

1. Authorize the General Manager to execute a proposed change order with PCL Construction Incorporated for additional work to reline of the west wall of Wet Well 2 of the Batiquitos Pump Station for an estimated amount of \$50,660.
2. Discuss and take other action as appropriate.

DISCUSSION:

This item was reviewed by the Engineering Committee at its February 5, 2013 meeting.

On January 7, 2013, PCL Construction Incorporated (PCL) commenced the wet well rehabilitation phase of the Batiquitos Pump Station Project. This phase required the use of a temporary bypass pumping system to bypass the pump station to enable PCL to access both Wet Wells 1 and 2. Once the wet wells were dewatered and cleaned it was discovered that on the west wall of Wet Well 2 the poly vinyl chloride (PVC) liner was separating from the wall. The separation was from the bottom edge of the liner to approximately five feet up from that edge. The wet well inspection during project design phase did not reveal this defect because the pump station was in operation at that time. Therefore, the bottom section of the lining was below sewage level. The lining is critical to maintain the integrity of the wall by preventing corrosion of the concrete due to exposure to hydrogen sulfide gas. The lining separation was caused by the use of inferior adhesive material during installation. Relining of the wall required the removal of the old lining, pressure cleaning the wall, repairing any deteriorated concrete in the wall and installing 1,200 square feet of new PVC liner, Ameron Arrow Lock. The time and material costs for this work is estimated at \$50,660.

The work and costs associated with this change order have been reviewed by staff and are considered to be fair and reasonable. Therefore, staff requests Board approval of the proposed change order for the installation of the PVC liner. To date, four (4) change orders have been approved for a total of \$44,690. The approval of this change order will result in a new change order total of \$95,350 which is 4% of the original contract amount of \$2,386,550.

FISCAL IMPACT:

There are sufficient funds in the Batiquitos Pump Station Rehabilitation Project construction account to cover this change order.

rym:PJB

MEMORANDUM

DATE: February 7, 2013

TO: Board of Directors

FROM: Paul J. Bushee, General Manager 

SUBJECT: Agreement between Olivenhain Municipal Water District and Local Project Participants for Partnership and Uses of a Grant Award

Staff requests that the Board of Directors:

- 1) Authorize the General Manager to execute an Agreement with Olivenhain Municipal Water District establishing partnership and uses of a grant award from the State of California Department of Water Resources; and
- 2) Discuss and take other action, as appropriate.

DISCUSSION:

This item was reviewed by the Engineering Committee at its February 5, 2013 meeting.

In early 2010, LWD came together with other local area agencies to form the North San Diego County Regional Recycled Water Project (NSDCRRWP). The purpose of this group is to encourage the beneficial reuse of wastewater across jurisdictional boundaries. Since establishment, the group has completed and submitted a project that was included in the San Diego Integrated Regional Water Management Plan (San Diego IRWM). This submittal, known as the North San Diego County Regional Recycled Water Project, includes various recycled water projects from each NSDCRRWP member agency.

The San Diego County Water Authority (SDCWA) recently entered into a \$7.9 million grant agreement with the State of California Department of Water Resources as part of the Prop 84 grant funding program. The grant will assist in funding projects associated with the San Diego IRWM. Of the total \$7.9 million grant authorization, \$1.5 million has been committed to NSDCRRWP projects.

Olivenhain Municipal Water District (OMWD) has been designated as the Local Project Sponsor for the NSDCRRWP. As such, OMWD is in the process of entering into an agreement with SDWCA to act on SDWCA's behalf for the purposes of project management, oversight, compliance, operations and maintenance as it relates to NSDCRRWP projects. As Local Plan Sponsor, OMWD is also charged with the distribution of grant funds for NSDCRRWP members.

The attached document is a draft agreement to be completed between OMWD and all NSDCRRWP members. It confirms OMWD as the Local Plan Sponsor and establishes guidelines for the distribution of the \$1.5 million grant authorization. LWD must execute this agreement in order to receive an equitable portion of grant funding for its proposed project.

LWD legal counsel has provided an initial review of this draft document. Any changes of a substantial nature will be reviewed with legal counsel before further action.

FISCAL IMPACT:

There is no additional fiscal impact associated with this agreement. The \$1.5 million in grant funding will be used to fund a Programmatic Environmental Impact Report (EIR), a feasibility study and the development of informational materials for the NSDCRRWP. Any remaining funds will be distributed to NSDCRRWP member agencies with approximately \$90,000 anticipated per agency.

Staff requests that the Board of Directors authorize the General Manager to execute an Agreement with Olivenhain Municipal Water District establishing partnership and uses of a grant award from the State of California Department of Water Resources

cal:PJB

Attachment

AGREEMENT for the INTEGRATED REGIONAL WATER MANAGEMENT
PROGRAM BETWEEN OLIVENHAIN MUNICIPAL WATER DISTRICT AND
LOCAL PROJECT PARTICIPANTS
PROJECT NO. <Project Number>

This Agreement between Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 et seq. and Local Project Sponsor (hereinafter OMWD); and Carlsbad Municipal Water District (Carlsbad), the City of Escondido (Escondido), Leucadia Wastewater District (Leucadia), the City of Oceanside (Oceanside), Rincon del Diablo Municipal Water District (Rincon), San Elijo Joint Powers Authority (SEJPA), Santa Fe Irrigation District (Santa Fe), Vallecitos Water District (Vallecitos), City of Vista/Buena Sanitation District (Buena), and Vista Irrigation District (Vista) (collectively Local Project Participants), sets forth the understanding of OMWD and the Local Project Participants for partnership and uses of a grant award from the State of California Department of Water Resources (DWR) via local grant administrator, the San Diego County Water Authority (SDCWA).

RECITALS

1. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) authorized \$5.388 billion in general obligation bonds to fund safe drinking water, water quality and supply, flood control, waterway and natural resource protection, water pollution and contamination control, state and local park improvements, public access to natural resources, and water conservation efforts.

2. On March 25, 2009, SDCWA, the City of San Diego and the County of San Diego entered into a Memorandum of Understanding (MOU) that established the San Diego Regional Water Management Group (RWMG), and the parties' roles with regard to the San Diego IRWM Plan and the division of responsibilities for administration of IRWM grant monies. This MOU was amended on November 10, 2009. This MOU replaced the June 13, 2005 MOU as amended, among City of San Diego, County of San Diego, and SDCWA, for Fiscal Years 2005-2009 for the IRWM Grant Program.

3. In early 2010, the Local Project Participants came together in order to encourage the beneficial reuse of wastewater across jurisdictional boundaries. The North San Diego County Regional Recycled Water Project (NSDCRRWP) is a project included in the San Diego IRWM Plan. Participants in the project are OMWD and the Local Project Participants.

4. In June of 2010, LPPs retained the services of RMC Water and Environment (RMC) in order to analyze all of the individual facilities and projects of each agency and create a comprehensive feasibility report. Additionally, LPPs entered into a Joint Lobbying and Cost Sharing Agreement with The Furman Group in order to support federal lobbying efforts, ultimately seeking a 20 million dollar authorization in Title XVI funding. In late 2011, LPPs directed RMC to develop a Programmatic Environmental Impact Report (EIR) in conjunction with the development of a feasibility study as required United States Bureau of Reclamation.

5. On <date>, SDCWA, acting on behalf of the San Diego RWMG, entered into a \$7.9 million grant agreement with DWR. The grant agreement is effective as of <date>. The grant will assist in financing projects associated with the San Diego IRWM Plan. The San Diego RWMG has committed a total of \$1.5 million in funds to the NSDCRRWP provided via the grant agreement.

6. On <date>, OMWD entered into a Local Project Sponsor agreement with SDCWA. In the capacity of Local Project Sponsor, OMWD is required to act on SDCWA's behalf for matters pertaining to the NSDCRRWP for the purposes of project management, oversight, compliance, operations, and maintenance. OMWD is also required to act on SDCWA's behalf in the fulfillment of SDCWA's responsibilities as specifically identified in SDCWA's agreement with DWR.

The Recitals are incorporated herein and, the Parties do agree as follows:

COVENANTS

1. **Definitions.** The following words and terms, unless otherwise defined, shall mean:

a. **Local Project Participant (LPP):** Sponsor of subprojects funded as part of the IRWM grant from DWR that are not serving as Local Project Sponsor. For purposes of this agreement, LPPs are Carlsbad, Escondido, Leucadia, Oceanside, Rincon, SEIPA, Santa Fe, Vallecitos, Buena, and Vista.

~~Project: The North San Diego County Regional Recycled Water Project, a project listed in the grant agreement, that is under OMWD's responsibility. Subprojects are individual elements of the project on which work will typically be carried out by one individual LPP.~~
and distribution systems.

b. **Grant agreement:** Grant agreement <number> between SDCWA and DWR, dated <date>, for the disbursement of \$7.9 million in grant funds.

c. **Local Project Sponsor agreement:** Agreement between SDCWA and OMWD, dated <date>, requiring OMWD to fulfill certain responsibilities and duties pertaining to the NSDCRRWP in order to ensure SDCWA's performance with the terms of the grant agreement.

~~d. **Project:** The North San Diego County Regional Recycled Water Project, a project listed in the grant agreement, that is under OMWD's responsibility. Subprojects are individual elements of the project on which work will typically be carried out by one individual LPP.~~

2. **Term of agreement.** The term of this agreement begins on <date> and terminates when all parties' obligations under this agreement have been fully satisfied.

3. **Budget contingency.**

a. OMWD and LPPs shall have no obligation to perform under this Agreement if DWR does not provide funding for the IRWM program. LPPs acknowledge that if funding for any fiscal

year is reduced or deleted by DWR, DWR at its option may either (1) cancel the grant agreement with no liability occurring to DWR, SDCWA, and OMWD, or (2) amend the grant agreement to reflect the reduced amount of funding. If DWR amends the grant agreement, SDCWA would offer to amend or terminate the Local Project Sponsor agreement to reflect the reduced funding by DWR. Following amendment or termination of the Local Project Sponsor agreement, OMWD would offer to amend or terminate this agreement to reflect termination or amendment of the Local Project Sponsor agreement.

b. If funding is deleted by DWR, OMWD shall have no obligation to continue to serve as Local Project Sponsor and this agreement shall be of no force and effect. In this event, LPPs shall not be obligated to perform under the agreement.

4. Schedule. Performance of Exhibit A, Work Plan, according to Exhibit B, Schedule.

5. Grant amount. The maximum amount payable by DWR via SDCWA for the NSDCRRWP shall not exceed \$1,500,000.

6. Project costs. The reasonable total cost of all subprojects of the NSDCRRWP is estimated to be \$<total project cost>. These costs are summarized in Exhibit C, Budget Table 1. LPPs shall fund the difference, if any, between the estimate of their respective subproject's cost and the portion of the grant amount to which each LPP is entitled specified in paragraph 7(a). Each LPP is only responsible for funding the difference for its subproject (its local costs share from Exhibit C, Budget Table 1). Total cost share for the NSDCRRWP is estimated to be \$<cost share>.

7. Eligible costs.

a. Grant funds will be applied to address 100% of the costs of a Programmatic Environmental Impact Report for the NSDCRRWP, a feasibility study for the NSDCRRWP, and a Public Outreach Plan specific to the NSDCRRWP. Following payment in full for each of these components, OMWD and each LPP are entitled to an equivalent portion of the remaining grant funds less permissible project administration fees to be allocated to OMWD and SDCWA. These entitlements are contingent upon the fulfillment by OMWD and each LPP of equivalent portions of the minimum local match required by the grant agreement.

b. Eligible costs are the reasonable and necessary costs of engineering, design, land and easement acquisition, preparation of environmental documentation, and environmental mitigation. Each LPP had the opportunity to designate their portion of the remaining grant funds to costs associated with engineering/design/environmental or construction/implementation. Only Carlsbad, Rincon, and SEJPA, by having indicated their intentions to apply grant funds to construction costs, may apply their funds to project implementation.

c. Only work performed after <date> shall be eligible for reimbursement. Costs incurred after <date> and before <date> are not eligible for reimbursement. However, such costs may be considered, at DWR's discretion, as part of LPP's funding match, if such costs were otherwise

reimbursable. Reasonable administrative expenses may be included as project costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project. Once it meets the requirements described in paragraphs 12 (Requirements for disbursement) and 14 (Disbursement SDCWA and payment by OMWD), LPP may apply for reimbursement (see 13, Quarterly invoices) for up to two percent of its grant funding to pay for direct subproject administration costs. This amount is specified in line (a) of the project budget (Exhibit C). Administrative expenses may include an appropriate pro-rata allocation of overhead and administrative expenses only when agreed to by LPP and OMWD, and approved by SDCWA and DWR.

d. Costs that are not reimbursable with grant funds include, but are not limited to, the following:

- Costs incurred before <date>.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a subproject.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for ongoing programs.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a subproject, as set forth and detailed by engineering and feasibility studies, or land purchased before <date>.
- Payment of principal or interest of existing indebtedness or any interest payments for the subproject unless the debt is incurred after <date>, and DWR agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs.
- Overhead not directly related to program costs.
- Travel and per diem costs. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel.

8. Local Project Participant responsibilities.

a. LPP shall be solely responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and all providers of services under this agreement. LPP shall fulfill its obligations in a manner that is consistent with the grant agreement and the IRWM program.

b. LPP shall be responsible for all disputes arising out of its contracts for work including, but not limited to, bid disputes and payment disputes with its contractors and consultants or

other entities. DWR, SDCWA, or OMWD will not mediate disputes between LPP and any other entity regarding performance of work.

c. LPP shall be responsible for oversight, compliance, operations, and maintenance of NSDCRRWP subprojects. LPP or its representatives shall perform regular inspections of any construction work in progress. LPP shall promptly perform, or cause to be performed, all IRWM program work as described in the final plans and specifications for the subprojects identified in Exhibit A.

d. LPP is solely responsible for design, construction, and operation and maintenance of subprojects identified in Exhibit A. Review or approval of plans, specifications, bid documents, or other construction documents by DWR, SDCWA, or OMWD is solely for the purpose of proper administration of grant funds and shall not relieve or limit responsibilities of LPP with regard to its contractual obligations.

9. Independent capacity. In the performance of this agreement, LPP, its officers, agents, contractors, volunteers, and employees, shall act in an independent capacity and not as officers, employees, or agents of DWR, SDCWA, or OMWD.

10. Compliance with terms. LPP shall comply with all terms, and conditions of the DWR grant agreement.

11. Acknowledgement of sponsorship. LPP shall include appropriate acknowledgement to DWR, all cost-sharing partners, and the San Diego IRWM program for their support when promoting the IRWM program or associated grant funded projects, or using any data and/or information developed under this agreement. During construction or implementation of each subproject, LPP shall, if applicable, install a sign at a prominent location which shall include a statement that the project is financed under California Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, administered by State of California, Department of Water Resources. LPP shall notify OMWD as each sign has been erected by providing it with a site map with the sign location noted and a photograph of each sign. LPP also shall include appropriate acknowledgement in its public outreach information, including, if applicable, its project or subproject website.

12. Requirements for disbursement.

a. By <date>, LPP shall meet all conditions precedent to the disbursement of money as listed below. Failure by LPP to comply by this date may, at the option of OMWD, result in termination of this agreement. For disbursements of funds for each subproject, LPP shall continue to meet the conditions for disbursement, paragraph 14, "Disbursement by OMWD."

i. LPP shall ensure the availability of sufficient funds to complete the subprojects identified in Exhibit A.

ii. LPP shall comply with all applicable requirements of the California Environmental Quality Act and the National Environmental Policy Act. If applicable,

before construction or implementation begins on a subproject, LPP shall submit to OMWD copies of environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits that are required.

iii. For the term of the agreement, LPP shall submit timely periodic progress reports as required by paragraph 21, "Submission of reports."

b. Before disbursement of funds for each subproject, LPP shall submit the following to OMWD, if applicable:

i. Final plans and specifications certified by a California Registered Civil Engineer.

ii. A written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other state, federal, and/or local agencies as specified in paragraph 26, "Permits, licenses, approvals, and compliance with laws," have been obtained.

13. Payment to OMWD. OMWD and each LPP will be responsible for an equivalent portion of the costs pertaining to the Programmatic Environmental Impact Report, feasibility study, and Public Outreach Plan. Upon incurring costs specific to these studies, OMWD will submit invoices to each LPP for its share of eligible costs. Each LPP shall remit payment within 30 days. OMWD will submit invoices to SDCWA for total eligible costs incurred on a quarterly basis pursuant to the Local Project Sponsor agreement.

14. Disbursement by OMWD. Upon receipt of reimbursement from SDCWA for costs incurred as described in paragraph 13, "Payment to OMWD," OMWD will distribute grant funds to each agency equal to the amounts invoiced by each LPP less permissible project administration fees. Following payment in full for all costs described in paragraph 13, OMWD and each LPP are entitled to an equivalent portion of the remaining grant funds less permissible project administration fees to OMWD and SDCWA. These grant funds are subject to the conditions described in the grant agreement and the Local Project Sponsor agreement and must meet all conditions in this agreement.

15. Invoices. LPP shall submit invoices to OMWD as eligible costs are incurred, which shall in turn send the invoices to SDCWA. Invoices submitted by LPP to OMWD shall include the following information:

a. Costs incurred for work performed in implementing the IRWM program or subproject contracts during the period identified in the particular invoice.

b. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a subproject during the period identified in the particular invoice for the construction, operation, or maintenance of a subproject.

c. Any appropriate receipts and reports for costs incurred.

d. Invoices shall be submitted on forms provided by OMWD and shall meet the following format requirements:

i. Must contain the submission date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Must be itemized based on the categories specified in the Budget, Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate equals the total amount claimed).

iii. Shall clearly delineate those costs claimed for reimbursement from DWR's grant amount, paragraph 5 above, and those costs that represent LPP's costs, as applicable, paragraph 6 above.

iv. Original signature and date of LPP's Project Manager.

v. Must include the grant agreement number.

e. Submit the original and 3 copies of the invoice to the following address:

Cathy Collier, Project Accountant
Olivenhain Municipal Water District
1966 Olivenhain Road
Encinitas, CA 92024

Failure to use the address exactly as provided in this paragraph may result in return of the invoice to LPP.

15. **Retention by DWR.** Parties acknowledge that DWR will withhold as retention 10 percent of the eligible costs of each project. This amount will be withheld until completion of the project and submission of reports under paragraph 21, "Submission of reports."

16. **Disposition of equipment.** LPP shall consult with OMWD on the scope of the inventory not less than 125 day before the submission of the final subproject invoice. Not less than 75 days before submission of its final invoice, LPP shall provide to OMWD a final inventory of equipment purchased with grant funds. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of the inventory, DWR will provide SDCWA with a list of the items on the inventory to which DWR will take title. All other items shall become the property of LPP. DWR will arrange for delivery from LPP of items to which it takes title. Cost of transportation, if any, will be borne by DWR.

17. **Accounting and deposit of grant disbursement.**

a. **Separate Accounting of Grant Disbursement and Interest Records:** LPP shall:

- Account for the money and in-kind services disbursed pursuant to this agreement separately from all other funds.
- Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.
- Keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of funds.
- Require its contractors, consultants, and subcontractors, or others employed in the work to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by OMWD, SDCWA, or DWR at all reasonable times.

b. **Fiscal Management Systems and Accounting Standards:** LPP's fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this agreement, or the grant agreement.

c. **Remittance of Unexpended Funds:** Within 30 calendar days of the final disbursement from OMWD, LPP shall remit to SDCWA any unexpended funds that were disbursed to LPP and were not needed to pay eligible subproject costs.

18. Default provisions.

a. LPP will be in default under this agreement if any of the following occur:

- Failure to perform any material term of this agreement;
- Making any false representation or statement;
- Failure to construct, operate, or maintain subprojects in accordance with this agreement; or
- Failure to remit unexpended funds.

b. If an event of default occurs, OMWD may do the following:

- Declare that the grant amounts be repaid immediately, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- Terminate any obligation to make future payments to LPP;
- Terminate this agreement; and
- Take any other action that it deems necessary to protect its interests.

19. Disputes.

a. If OMWD disputes an invoice, payment will not be made until the dispute is resolved and a corrected invoice submitted.

b. A claim by LPP regarding the performance of this agreement shall be submitted to OMWD, SDCWA's Project Manager, and DWR's Director, within 30 calendar days of LPP's knowledge of the claim. OMWD, SDCWA, or DWR shall then attempt to negotiate a resolution of such claim.

20. Termination, immediate repayment, interest. The agreement may be terminated by written notice at any time before completion of the IRWM Program at the option of OMWD, SDCWA, or DWR if LPP breaches the agreement, and has been asked to cure the breach within a reasonable time and fails to do so. If the agreement is terminated, LPP shall, upon demand, immediately repay to DWR an amount equal to the amount of grant funds disbursed to LPP. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to LPP to the date of full repayment.

21. Submission of reports. All reports shall be submitted to OMWD. The submittal and approval of all reports is a requirement for the successful completion of this agreement. Reports shall be submitted in both electronic and hard copy forms, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. LPP shall promptly provide any additional information requested by OMWD, SDCWA, or DWR for approval of reports. Reports shall be presented in the formats described in Exhibit D, Report Format. The submittal and approval of reports is a requirement for initial and continued disbursement of DWR funds. Submittal of a Project Completion Report for each project listed in Exhibit A is a requirement for the release of any retention.

- **Quarterly Reports:** Beginning in the first quarter after signing this agreement and for the duration of the grant agreement, LPP shall submit to OMWD a quarterly report that explains the status of each project described in Exhibit A. Reports shall be submitted by the fifteenth 8th day of January, April, July, and October for the preceding quarter. Quarterly reports shall summarize the work completed for each project during the reporting period. The report for each project shall include a statement of progress compared to the schedule contained in Exhibit B and a comparison of actual costs to date to the budget contained in Exhibit C.
- **Project Completion Reports:** Within 45 calendar days of completion of all project tasks, LPP shall submit to OMWD a Project Completion Report for each project included in Exhibit A. Each Project Completion Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, and copies of all final documents or reports generated or utilized during the project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer.
- **Post Performance Reports:** LPP shall submit a Post Performance Report for each project in Exhibit A to OMWD within 45 calendar days after the first operational year of a project has elapsed. In subsequent operational years, all Post Performance Reports for projects completed under this agreement shall be submitted concurrently, no later than April 15 of each year. This record-keeping and reporting process shall be repeated for

each project annually for a total of 10 years after the completed project begins operation.

22. Audits. OMWD reserves the right to conduct an audit of LPP at any time between the execution of this agreement and the completion of the grant agreement program, with the costs of such audit to be borne by DWR. After completion of the program, OMWD, SDCWA and DWR may require LPP to conduct a final audit at LPP's expense. The audit will be conducted and a report prepared by an independent Certified Public Accountant. Failure or refusal by LPP to comply with this provision shall be considered a breach of this agreement, and OMWD, SDCWA, and DWR may take any action to protect their interests.

23. Inspection of books, records and reports. During regular business hours, OMWD and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement. LPP shall maintain and make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this agreement. Failure or refusal by LPP to comply with this provision shall be considered a breach of this agreement, and OMWD may withhold disbursements to LPP or take any action or enforce any remedy to protect its interests.

24. Rights in data. LPP agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this agreement shall be in the public domain LPP may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this agreement, subject to appropriate acknowledgement of credit to DWR for financial support. LPP shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

25. Performance evaluation. The performance of SDCWA, OMWD, and LPP will be evaluated by DWR after completion of all projects.

26. Monitoring requirements. LPP shall ensure that all groundwater subprojects and subprojects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780) of Division 6 of the Water Code). Subprojects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the surface water ambient monitoring program carried out by DWR Water Resources Control Board. Exhibit E, Statewide Monitoring, provides guidance on such monitoring requirements.

27. Permits, licenses, approvals, and compliance with laws. LPP shall ensure all permits, licenses, and approvals required for performing their obligations under this agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, and regulations, guidelines, including the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA and requirements for each project described in Exhibit A.

28. **Drug-free workplace requirements.** LPP, its contractors and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and will provide a drug-free workplace.

29. **Prevailing wages and labor compliance programs.** LPP shall comply with provisions of the California Labor Code (Section 1720 et seq) regarding payment of prevailing wages for public works projects. A Labor Compliance Program shall be utilized for all public works construction under this agreement.

30. **Notification of OMWD.** For each subproject, LPP shall promptly notify OMWD in writing of the following occurrences:

a. Events or proposed changes that could affect the scope, budget, or work performed under this agreement. LPP agrees that no substantial change in the scope of a subproject will be undertaken until written notice of the proposed change has been provided to OMWD and OMWD has given written approval of such change.

b. Any public or media event publicizing the accomplishments or results of this agreement that provide the opportunity for OMWD, SDCWA, or DWR representatives to attend and participate. LPP shall notify DWR, SDCWA, and OMWD at least 16 calendar days before the event.

c. Completion of work on a subproject.

d. Final inspection of a subproject by a Registered Civil Engineer. LPP shall notify DWR, SDCWA, and OMWD at least 16 calendar days before the inspection and provide DWR, SDCWA, and OMWD the opportunity to participate in the inspection.

31. **Disposition of equipment.** Not less than 35 days before submission of its final invoice, LPP shall provide to OMWD a final inventory of equipment purchased with grant funds provided by DWR. LPP shall consult with OMWD on the scope of the inventory not less than 60 days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of the inventory, DWR will provide a list of the items on the inventory to which DWR will take title. All other items shall become the property of LPP. DWR will arrange for delivery from LPP of items to which it takes title. Cost of transportation, if any, will be borne by DWR.

32. **Operation and maintenance of projects.**

a. For the useful life of the projects and in consideration of the grant made by DWR, LPP shall ensure the commencement and continued operation of the subproject(s), and shall ensure the subprojects are operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary for the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. All operations and

maintenance costs of the facilities and structures shall be the responsibility of LPP for its subproject(s). DWR, SDCWA, or OMWD shall not be liable for any cost of maintenance, management, or operation. LPP may be excused from operations and maintenance only upon the written approval of DWR's Project Manager.

b. For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of LPP to ensure operation and maintenance of the subprojects in accordance with this provision may, at the option of OMWD, be considered a breach of this agreement and may be treated as default under paragraph 18.

33. **Retention of records.** LPP shall retain all records that are relevant to this agreement for a period of 10 years after submission of the Post-Performance Report.

34. **Project managers.** Any party may change its Project Manager upon written notice to the other parties.

- DWR's Project Manager shall be the Chief, Division of Integrated Regional Water Management, Department of Water Resources. DWR's Project Manager shall be DWR's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under DWR grant agreement.
- SDCWA's Project Manager shall be Mark Stadler, Principal Water Resources Specialist. SDCWA's Project Manager shall be its representative for the administration of this agreement and shall have full authority to act on behalf of SDCWA, including authority to execute all payment requests.
- OMWD's Project Manager, Kimberly Thorner, shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of OMWD including authority to execute all payment requests.
- Each individual LPP's Project Manager, (name) , shall be its representative for the administration of this agreement and shall have full authority to act on behalf of LPP including authority to execute all payment requests.

35. **Notices.** All notice, demand, request, consent, or approval that any party desires or is requested to give to one or more of the other parties shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Any party may, by written notice to the others, designate a different address that shall be substituted for the one below.

State of California
Department of Water Resources
Division of Integrated Regional Water Management
Attention: Chief, Division, of Integrated Regional Water Management Financial

Assistance Branch
P.O. Box 942836
Sacramento, CA 94236-0001

Mark Stadler
Principal Water Resources Specialist
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

Kimberly Thorner

General Manager
Olivenhain Municipal Water District
1966 Olivenhain Road
Encinitas, CA 92024

36. Amendment. All amendments or modification of this agreement shall be in writing and signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on the parties.

37. Severability of unenforceable provision. If any provision of this agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

38. Indemnity — hold harmless.

a. To the fullest extent permitted by law, LPP shall (1) immediately defend, and (2) indemnify OMWD, SDCWA, and DWR and their directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from LPP's performance of services under this contract, or any negligent or wrongful act or omission of the LPP or LPP's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The LPP's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the LPP indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The duty to defend is a separate and distinct obligation from the LPP's duty to indemnify. The LPP shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by OMWD, SDCWA, and DWR, and their directors, officers,

and employees, immediately upon tender to the LPP of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the LPP from its separate and distinct obligation to defend OMWD, SDCWA, and DWR. The obligation to defend extends through final judgment, including exhaustion of any appeals.

c. The review, acceptance or approval of LPP's work or work product by any indemnified party shall not affect, relieve or reduce the LPP's indemnification or defense obligations. This section survives completion of the services or the termination of this contract. The provisions of this section are not limited by and do not affect the provisions of this contract relating to insurance.

39. Insurance.

a. The LPP shall procure and maintain during the period of performance of this contract insurance from insurance companies admitted to do business in the State of California, as set forth in this section or as additionally required by supplemental condition. These policies shall be primary insurance as to OMWD so that any other coverage held by OMWD shall not contribute to any loss under LPP's insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this section.

b. All insurance shall cover occurrences during the coverage period.

c. The coverage amount of each policy of insurance shall be as required by OMWD.

i. The following insurance and limits are required for the contract:

Commercial General Liability: Coverage at least as broad as ISO form GC
00 01 10 01

Limit per occurrence: \$2,000,000

d. The insurance policies shall be endorsed as follows:

i. For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type insurance, OMWD, its directors, officers, employees and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the named insured. The LPP's insurance applies separately to each insured, including insureds added pursuant to this paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not

affect coverage provided to the insureds added pursuant to this paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 10 93.

ii. The LPP's insurance shall be primary. Any other insurance or self-insurance available to OMWD or persons stated in paragraph (1) shall be in excess of and shall not contribute to the contractor's insurance.

iii. The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to OMWD, except 10 days notice shall be allowed for non-payment of premium.

e. Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by OMWD, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the State of California. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" (A minus) or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the State of California and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

f. Certificates of insurance and endorsements shall be provided by the LPP and approved by OMWD before execution of the contract. Endorsements may be provided on forms provided by OMWD, or substantially equivalent forms provided by the insurer. All consultants/contractors performing the scope of work on behalf of the LPP shall name OMWD, SDCWA, and DWR (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

40. Incorporation of standard conditions and grantee commitments. The following exhibits are attached and made a part of this agreement by this reference:

(TBD, may include the following)

Exhibit A — Work Plan

Exhibit B — Schedule

Exhibit C — Budget

Exhibit D — Report Format

Exhibit E — Statewide Monitoring

41. **Laws and venue.** This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court in San Diego County.

42. **Assignment.** A party shall not assign, sublet, or transfer this agreement or any rights or interest in this agreement without the written consent of OMWD, which may be withheld for any reason.

43. **Integration.** This agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding should be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by the parties.

44. **Signatures.** The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date below:

DATED: _____

OLIVENHAIN MUNICIPAL WATER DISTRICT

By: _____
Kimberly Thomer, General Manager

DATED: _____

CARLSBAD MUNICIPAL WATER DISTRICT

By: _____
Glenn Pruim, Utilities Director

DATED: _____

CITY OF ESCONDIDO

By: _____
Lori Vereker, Director of Utilities

DATED: _____

LEUCADIA WASTEWATER DISTRICT

By: _____
Paul Bushee, General Manager

DATED: _____

CITY OF OCEANSIDE

By: _____
Cari Dale, Water Utilities Director

DATED: _____

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

By: _____
Mitchell Dion, General Manager

DATED: _____

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Michael Thornton, General Manager

DATED: _____

SANTA FE IRRIGATION DISTRICT

By: _____
Michael Bardin, General Manager

DATED: _____

VALLECITOS WATER DISTRICT

By: _____
Dennis Lamb, General Manager

DATED: _____

BUENA SANITATION DISTRICT/CITY OF VISTA

By: _____
<Its chief>

DATED: _____

VISTA IRRIGATION DISTRICT

By: _____
Roy Coox, General Manager

MEMORANDUM

Ref: 13-3552

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager *crb/mjg/fo*
SUBJECT: Contract Amendment No. 1 to Prizm for Janitorial Services

RECOMMENDATION:

Staff requests that the Board of Directors:

1. Authorize the General Manager to execute a contract amendment with Prizm for Janitorial Services for an addition two years in an amount not to exceed \$30,747.60.

DISCUSSION:

This item was included as a goal in the Fiscal Year 2013 Tactics & Action Plan.

During March 2010, the Board of Directors authorized a three-year contract with Prizm for janitorial services. While the original agreement was for an initial three-year period, an option for an additional two-year extension was included. Staff has met with Prizm to discuss a potential rate increase and they agreed to keep their monthly service rate for the same scope of work.

Staff believes that executing this option is in the best interest of the District and that the District is receiving quality service at a fare cost. The proposed Amendment No.1 is attached for the Board's review.

Staff will appropriate funds each year as part of the budget process to cover the janitorial service fees for that year.

PJB:

Attachment

**AMENDMENT NO. 1
TO THE JANITORIAL SERVICES AGREEMENT
BETWEEN THE LEUCADIA WASTEWATER DISTRICT
AND PRIZM FOR JANITORIAL SERVICES**

Ref: 13-3567

This Amendment No. 1 to the AGREEMENT is made and entered into this 1ST day of April, 2013 between the LEUCADIA WASTEWATER DISTRICT, hereinafter referred to as DISTRICT, and PRIZM JANITORIAL SERVICES.

WHEREAS, the DISTRICT and CONTRACTOR entered into an AGREEMENT on April 1, 2013 for janitorial services; and

WHEREAS, the AGREEMENT allows for an additional two-year extension; and

WHEREAS, the DISTRICT has determined that a two-year extension is in the best interest of the District.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, DISTRICT and CONTRACTOR agree to amend the AGREEMENT as follows:

ARTICLE 3: TIME OF PERFORMANCE

The time of performance shall be amended to include janitorial services for an additional two-year period from April 1, 2013 to April 1, 2015.

ARTICLE 4: COMPENSATION

Compensation for all work performed under Amendment No. 1 shall be under the same scope of work and terms as the original agreement. Compensation for the services described in this AMENDMENT shall not exceed \$30,747.60. This amount shall be added to the previous amount to bring the total not to exceed amount for the AGREEMENT to \$76,869. This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed the day and year first above written.

LEUCADIA WASTEWATER DISTRICT

PRIZM JANITORIAL SERVICES

By: _____
Paul J. Bushee,
General Manager

By: _____
Johnson Le,
Account executive

Attachment A

Specifications for Administration and Operations Buildings

DAILY SERVICE – Monday through Friday

All Areas

1. Empty all trash bins; replace trash liners as needed; and return trash bins to their original locations. At a minimum, change trash liners weekly.
2. Wipe all trash bins with a damp cloth and disinfect as needed to eliminate odors and grime, and to maintain a visual clean appearance.
3. Properly dispose of all trash and waste.
4. Replace trash liners in bathrooms and showers.
5. Collect and move all designed recyclable material from the office to the designated recycle bins.
6. Empty paper shredders. - Paper should be recycled.
7. Pick-up, mop, sweep, and/or vacuum visible debris, dirt, lint, etc. on all floor surfaces as needed to maintain a clean appearance.
8. Daily sweeping and bi-weekly mopping of stairwells and offices with vinyl floors must be completed with attention to details; as care should be taken to keep moisture away from boxes stored on the floor.
9. Clean and disinfect all counters and sinks (bathrooms, lunchroom, Boardroom, second floor lobby area).
10. Vacuum all carpeted areas including corners.
11. Spot clean carpets as needed to remove stains, spots, etc.
12. Dust all horizontal surfaces including, but not limited to chairs, tables, file cabinets, partitions windowsills, and blinds.
13. Dust all telephones, typewriters and other desk items.
14. Spot clean around doors, doorframes, push plates, kick plates, light switches, and cabinet handle to remove grime and finger prints.
15. Spot clean glass partitions inside and out.
16. Clean and disinfect toilets and toilet seats (both sides) and urinals inside and out.
17. Spot clean all bathroom partitions as needed to remove visual dirt, spots, marks, etc.
18. Wet mop bathroom floors with disinfectant.
19. Clean bathroom and shower doors/curtains, inside and out.
20. Clean and polish metal fixtures, paper towels holders/dispensers, soap dispensers, and shower seat.
21. Clean and polish mirrors.
22. Clean the exterior of all refrigerators.
23. Clean interior and exterior of microwave ovens.
24. Clean tabletops, chairs, and floors in all lunchrooms.
25. Clean and polish drinking fountains.
26. In coffee and/or lunchroom areas: wipe counter tops, tables, chairs, restock towel dispensers, clean sink areas, and clean microwave as needed.

Elevator

1. Dust and wipe down walls
2. Clean and dust bright metal
3. Clean doors on inside
4. Clean and dust outside doors on each floor
5. Remove gum if necessary
6. Vacuum elevator floors
7. Report any mechanical problems

Lobby Areas

1. Sweep and clean main entrance and exterior tile.
2. Clean all glass windows.
3. Clean glass doors, inside and out at entrance.
4. Dust and wipe down leather furniture using leather cleaner.
5. Dust all woodwork and display cases on walls.
6. Clean work surfaces at the front counter areas.
7. Sweep and dry mop tile floor, wipe tables, and chairs with damp cloth.

WEEKLY SERVICE

All Areas

1. Detailed vacuuming; includes vacuuming under the furniture such as desks (moving furniture is not required).
2. Wet mop all tile floors with a cleaner/disinfectant.
3. Thoroughly clean and disinfect bathroom walls, floors, and partitions.
4. Clean and disinfect shower walls/curtains to remove scale, germs, etc.
5. Disinfect sink drains with one (1) cup of bleach or chlorine.
6. Wipe outside of cabinets, clean tables and chairs in the lunchroom using a product such as Mr. Clean.
7. Fill dispensers with soap, towels, and toilet paper.
8. Pour water down bathroom floor drains to prevent odors.

Boardroom

1. Dust and clean all marks and fingerprints on tabletops.
2. Dust podium, computer stand, and flag stands.
3. Dust all wood wall paneling.
4. Dust arms and legs in upholstered chairs.
5. Clean and remove fingerprints and other marks from doors.

MONTHLY SERVICE

Once per Month

All Areas

1. Strip and polish all tile floors.
2. Machine scrub, wax and buff all vinyl floors.
3. Dust all high-level areas such as top of cabinets, refrigerator, etc.
4. Thoroughly dust mini-blinds, and window ledges.
5. Clean all glass partitions.
6. Clean door windows inside and out and frames.
7. Clean windows inside of building and offices.
8. Clean all ceiling vent covers and wall ventilation registers.
9. Dust and clean ceiling and walls to remove marks, cobwebs, etc.
10. Dust or vacuum baseboards to remove dust and grime.
11. Remove fingerprints & marks from light switches & door frames.
12. Damp wipe telephones with a disinfectant.

Lobby

1. Clean glass on display cases (may have one in future).
2. Mop and wash lobby floor (Special care instructions will be provided).

Second Floor Lobby Area

1. Dust and clean leather sofas with leather cleaner.

Boardroom

1. Polish tables, podium, computer stand, and arms and legs of chairs.
2. Clean glass doors, windows, walls and ceilings.

TWICE PER MONTH

1. Machine scrub all tile floors using a germicidal solution.
2. Clean inside of refrigerators by wiping shelves, doors, etc. Should be done on Monday Evening.
3. Clean outside of cabinets using appropriate cleaner.
4. Thoroughly clean tables and chairs in lunchroom.

QUARTERLY– Every three months

1. Machine scrub floors and refinish tiles in restrooms and showers.
(Supersedes the general monthly requirement)
2. Strip and refinish resilient tile floor in lunchroom.

Attachment B Janitorial Staff and General Work Requirements

The following information is provided to assist the proposer in understanding the scope of services needed by Leucadia Wastewater District for all facility.

As a public agency Leucadia Wastewater District (LWD) takes pride in providing an exceptionally clean and safe environment at all times for our patrons and employees and expects the janitorial services to demonstrate the same pride in their work performed.

1. Staffing

The contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

2. Employee Recruitment

A. Applicant Screening: The contractor shall be required to conduct the following screening process for all employees that will be assigned to work at LWD Facilities:

1. Drug screen
2. Background check including criminal records search
3. Employees must be bonded for dishonest acts.

A report stating that these checks have been performed and bonds are in effect must be faxed or e-mail to Leucadia Wastewater District before new janitorial personnel will be allowed onsite.

B. Employee Assignment: The contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the LWD Executive Assistant shall be notified prior to the change when possible or as quickly as possible thereafter.

C. It is required that the Crew Supervisor have the ability to fluently understand both the written and spoken English language. The Crew Supervisor should also have the authority to make decisions and direct staff to fulfill requests made by the LWD Executive Assistant. The LWD Executive Assistant shall not make any requests that are outside of the specifications for their locations.

D. Monthly Inspections: The Contractor shall provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with LWD Executive Assistant to provide a prompt and timely response to any concerns or problems that may arise. The Project Manager shall meet monthly with the LWD Executive Assistant to review overall performance, review any issues and receive special instructions regarding cleaning.

E. Employee Removal Request: LWD will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. LWD reserves the right to require the Contractor to remove any janitorial personnel from further duty, without cause and without the right to recover damages by such janitorial employee or by the Contractor from LWD. The Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by LWD.

3. Security

A. LWD access code(s) and keys will be issued to Contractor's employees as required. Usage of code(s) or key(s) by anyone other than the person to whom they are assigned will be cause for contract cancellation. The key(s) must be returned whenever personnel is reassigned or terminated.

B. The Contractor shall be responsible for closing and locking outside windows and doors and for proper operation and activation of security systems, where provided. In the event of burglar/fire alarm system failure, the Contractor shall immediately notify the District.

C. Sign in and Out Procedure: The Contractor will be given instructions on LWD sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed.

4. Cleaning Schedule

A. All Services shall be performed in a way that will not interfere with the normal business operations of LWD, which is Monday – Friday 7:00 a.m. to 5: 00 p.m. Janitorial services must be performed outside these hours. When holidays prevent a regular maintenance visit, Contractor will perform their normal routine maintenance the following day. A list of the holidays that the offices are closed will be given to Contractor at time of award. LWD scheduled Board of Directors meeting occurs the second Wednesday of each month at 5:00 p.m. On this day and time, Contractor may start their routine maintenance at the Operation Building only, and then continue their work in the Administration Building following the Board meeting at approximately 7:00 p.m.

General and daily cleaning shall be completed Monday thru Friday as follows:

Administration Building:	5:00 P.M. to 10:00 P.M.
Operations Building:	4:30 P.M. to 10:00 P.M.

B. Due to the daily cleaning schedule additional floor care must be performed after hours. The Administration Building and Operations Building will be performed monthly on the last Friday of the month.

5. Quality Control

To ensure quality control the crew supervisor will be required to be on site at the start of the shift to direct work and at the end of the shift to inspect completed work. A site log will be kept at each location. The crew supervisor will be required to sign the log daily, weekly and monthly to verify that all the required cleaning has been performed. The log can also be used to notify the crew supervisor on areas that may need additional attention, cleaning that may have been performed inadequately or to make special requests.

6. Equipment and Supply

A backpack type vacuum is required for all locations.

The Contractor shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. Where necessary, the Contractor shall supply plastic bags and liners. As a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications.

The Contractor shall provide all necessary cleaning equipment including, but not limited to buffing machines, backpack industrial type vacuum cleaners, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall post in the janitorial closets Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Contractor shall not use any materials, supplies or equipment which the LWD determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

Storage facilities will be provided at no cost to the Contractor within each building serviced to store equipment and supplies as can be reasonably accommodated. Contractor shall store only in these areas equipment/supplies used for this contract. The contractor shall be responsible for maintaining these areas in a clean, orderly manner. No combustibles, flammables, corrosives, or explosives shall be stored in these areas.

7. Carpet Cleaning

All building carpets shall be spot cleaned regularly (at least once per month) to remove minor spots and/or stains. In addition high traffic areas such as hallways and entrances to buildings shall be cleaned semi-annual. All carpets shall be cleaned once per year, this service will be scheduled with the LWD Executive Assistant. A Combination of techniques, including steam and wet/dry solution cleaning, may be used to achieve the required results. Any additional carpet cleaning shall be provided on an agreed upon price in writing, in advance of the service. LWD may, (at its discretion), procure this service from another contractor.

8. Window Glass Cleaning

Thorough cleaning of window glass and frames (interior and exterior) shall be complete on a semi-annual schedule and will be arranged with the LWD Executive Assistant.

9. Window Coverings Cleaning

~~All blinds and mini-blinds shall be removed from the windows and cleaned on a semi-annual schedule and will be arranged with the LWD Executive Assistant.~~
This item was addressed in the monthly service items listed as no. 4 in attachment A (page 2).

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager *attached for*
SUBJECT: Draft Agenda for Board of Directors Strategic Planning Session

RECOMMENDATION:

1. Discuss and provide direction as appropriate.

DISCUSSION:

At its December 2012 meeting, the Board of Directors agreed to schedule its 2013 Strategic Planning Session for Wednesday, February 20th. At its January 2013 meeting, the Board reviewed potential discussion topics for the Strategic Planning Session. The Board subsequently met individually with Mr. Jeff Bills to discuss topics of strategic importance to the District.

As a result of these efforts, staff has worked with Mr. Bills to develop a draft agenda for the strategic planning session. The draft agenda has been attached for your review and discussion. Staff is requesting that the Board review the draft agenda and provide input as appropriate so the agenda can be finalized for the upcoming planning session.

Attachment

PJB:

AGENDA
SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
LEUCADIA WASTEWATER DISTRICT
February 20, 2013 – 9:00 a.m.
1960 La Costa Avenue, Carlsbad, CA 92009

1. Call to Order

2. Roll Call

3. Approval of Agenda

In the case of an emergency, items maybe added to the Agenda by a majority vote of the Board of Directors. Also, items that arise after posting of the Agenda may be added, per Government Code Section 54954.2, by a 2/3 or unanimous vote of the Board.

4. Public Comment

Anyone wishing to address the Board or bring an agenda item forward may do so.

5. Strategic Planning Workshop – No Action is Anticipated (Pages 1-3)

A. Opening Remarks and Introduction

B. Overview of District Affairs

- 1) Key Successes
- 2) Long Term Financial Plan
- 3) Future Vision

C. Facilitation of Strategic Discussion

- 1) Review of Board Interviews
 - 2) Review of Board Strategic Initiatives
-

- Break-

D. Facilitation of Strategic Discussion (continued)

- 3) Focus on Strategic Priorities
- 4) Exercise/Initiative Selection (Pulling Priorities one by one)
- 5) Review of Best Practices
- 6) Caution Signs for Boards

- Lunch -

E. Summation and Discussion

- 1) Key Conclusions
- 2) Follow up
- 3) Reporting Objectives

6. Adjournment


AFFADAVIT OF POSTING

I, Paul J. Bushee, Secretary of the Leucadia Wastewater District, hereby certify that I posted a copy of the foregoing agenda in the lobby of the District office at 1960 La Costa Avenue, Carlsbad California at least 72 hours prior to the meeting, in accordance with Govt. Code Section 54954.2(a).

Date: February 14, 2013

Paul J. Bushee, Secretary/General Manager

MEMORANDUM

DATE: February 7, 2013
TO: Board of Directors
FROM: Paul J. Bushee, General Manager 
SUBJECT: Public Hearing on a Proposal to Adopt an Ordinance Approving a Reimbursement Agreement Between LWD and Marquee Enterprises, LLC

The purpose of this public hearing is to allow the LWD Board of Directors to receive and consider public comment on the following:

- 1) A proposal to adopt an ordinance approving a reimbursement agreement for sewer between LWD and Marquee Enterprises, LLC.

The notice of this public hearing was posted at LWD beginning on January 30, 2013.

DISCUSSION:

This reimbursement agreement was developed by the District engineer in accordance with the Standard Specifications. It has been reviewed by District Counsel and now requires Board approval to take effect. The sewer facilities were designed and constructed, pursuant to District Policy, to accommodate sewer connections to separate properties adjacent to the new sewer facilities. These benefited properties are not required to connect to the public sewer system, but if they voluntarily request a connection, the Reimbursement Agreement requires payment of a reimbursement fee equivalent to the property's fair share contribution towards the new sewer improvements.

The proposed ordinance (Ordinance 127) approves the Reimbursement Agreement established between the District and Marquee Enterprises, LLC.

It is necessary for the Board to consider all objections or protests to the proposed ordinance. To date, no objections or protests have been filed with the LWD.

After receiving public testimony, the Board of Directors will close the public hearing and may consider action on the proposed item during the regular meeting immediately following this public hearing.

cal:PJB

MEMORANDUM

DATE: February 7, 2013

TO: Board of Directors

FROM: Paul J. Bushee, General Manager 

SUBJECT: A Proposal to Adopt an Ordinance Approving a Reimbursement Agreement Between LWD and Marquee Enterprises, LLC

Staff and the Engineering Committee recommend that the Board of Directors:

- 1) Adopt Ordinance No. 127 approving a reimbursement agreement for sewer between LWD and Marquee Enterprises, LLC ("DEVELOPER"); and
- 2) Discuss and take other action, as appropriate.

DISCUSSION:

This item was reviewed by the Engineering Committee at its February 5, 2013 meeting. This Ordinance No. 127 (attached) establishes a reimbursement agreement between LWD and Developer. This reimbursement agreement was developed by the District Engineer in accordance with the Standard Specifications. It has been reviewed by District Counsel and now requires Board approval to take effect.

In February 2012, the Developer commenced construction of a sewer extension from 801 Orpheus Avenue upstream to new sewer service for 905 Orpheus, a property owned by Marquee Enterprises, LLC. The sewer line extension was completed in May 2012 and has been dedicated to LWD. During that period, the Developer requested that a reimbursement agreement be established for the project.

The sewer facilities were designed and constructed, pursuant to District Policy, to accommodate sewer connections to separate properties adjacent to the new sewer facilities. These benefited properties are not required to connect to the public sewer system, but if they voluntarily request a connection, the Reimbursement Agreement requires payment of a reimbursement fee equivalent to the property's fair share contribution towards the new sewer improvements. The proposed ordinance approves the Reimbursement Agreement established between the District and Developers. District Engineer Deering has verified that the private lateral construction costs are not included in the agreement. Final board approval of Ordinance No. 127 is now required to establish the reimbursement agreement.

Staff and the Engineering Committee recommend that the Board of Directors adopt Ordinance No. 127 approving a reimbursement agreement for sewer between LWD and Developer.

cal:PJB

Attachment

ORDINANCE NO. 127

**AN ORDINANCE OF THE LEUCADIA WASTEWATER DISTRICT
APPROVING REIMBURSEMENT AGREEMENT FOR
MARQUEE ENTERPRISES, LLC SEWER**

BE IT ORDAINED by the Board of Directors of the Leucadia Wastewater District as follows:

Section 1. Approval. The Reimbursement Agreement by and between the Leucadia Wastewater District and Marquee Enterprises, LLC, attached hereto as Exhibit A ("Reimbursement Agreement"), is approved by the District Board of Directors.

Section 2. Reimbursement Connection Fee. A Reimbursement Connection Fee in accordance with the terms of the Reimbursement Agreement is hereby approved.

Section 3. Execution and Implementation. The General Manager shall execute the Reimbursement Agreement of behalf of the District and take all other actions necessary to carry out its terms.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Leucadia Wastewater District held February 13, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elaine Sullivan, President

ATTEST:

Paul J. Bushee, Secretary/Manager

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Leucadia Wastewater District, a County Water District, organized and existing under Division 12 of the California Water Code ("DISTRICT") and Marquee Enterprises, LLC ("DEVELOPER").

R-E-C-I-T-A-L-S

1. DEVELOPER owns the following property in San Diego County within the service jurisdiction of DISTRICT: 905 Orpheus Avenue Encinitas, CA 92024.
2. DEVELOPER desires service to the property from DISTRICT. As a condition of providing service, DISTRICT required that DEVELOPER extend existing facilities and/or oversize facilities to meet DISTRICT standards for sewer service and provide service to other property owners within the area near DEVELOPER'S property.
3. DEVELOPER has constructed facilities pursuant to DISTRICT direction and the Leucadia Wastewater District Agreement to Improve Subdivision Sewers dated February 13, 2012, ("Agreement to Improve Sewers") between DISTRICT and DEVELOPER as shown on the plans prepared by Brian Ardolino, RCE 71651, of Pasco Laret Suiter & Associates and identified as City of Encinitas, 905 Orpheus Avenue, Drawing No. 11112-1.
4. DISTRICT and DEVELOPER, by this Agreement, desire to enter into a reimbursement contract in accordance with the provisions of the DISTRICT's Standard Specifications for Privately Constructed Wastewater Facilities ("Standard Specifications").

C-O-V-E-N-A-N-T-S

5. Conditions Precedent to Execution of Agreement. The sewer facilities subject to this Agreement ("new facilities") shall be completed in accordance with the Agreement to Improve Sewers and all other DISTRICT rules and regulations prior to execution of this Agreement. As a further condition precedent to DISTRICT's obligation to execute this Agreement, DEVELOPER agrees to provide in a form acceptable to DISTRICT all documents DISTRICT deems necessary for acceptance and acquisition of facilities that are intended for dedication to DISTRICT. Documents shall include, but are not limited to, a Notice of Completion recorded by DEVELOPER.
6. Administrative Costs. Prior to execution of this Agreement, DEVELOPER reimbursed the DISTRICT for administrative costs attributable to the establishment of this Agreement. DEVELOPER shall not be required to pay the DISTRICT any additional administrative fees for this Agreement.
7. Reimbursable Construction Costs. Reimbursable construction costs consist of the actual cost to design and construct the new facilities, less the portion attributable to providing sewer service to DEVELOPER'S property, as determined by the DISTRICT and shown on Exhibit A attached hereto ("Location Map") and Exhibit B, attached hereto ("Reimbursable Costs"). Reimbursable Costs are limited to costs the DISTRICT has determined are reasonably related to new facilities.
8. Term. The term of this Agreement and DISTRICT's obligation to reimburse DEVELOPER shall expire ten (10) years from the Agreement's effective date. Thereafter, DISTRICT shall have no further obligation to reimburse DEVELOPER. During the last year of the

initial Agreement term, DEVELOPER may request an extension of the Agreement term in accordance with District Ordinance 117. The request must be in writing and be received by the District at least ninety (90) days before the expiration date of the Agreement. The District will consider the request in good faith taking into consideration, among other things, whether DEVELOPER has complied with the terms of the AGREEMENT during the initial term, the administrative burden of prior reimbursement fee collection and distribution efforts, and the likelihood that additional reimbursement payments would be made during an extended term.

9. Reimbursement. During the ten (10) year term of this Agreement, and if extended, during the extended term of this Agreement, subject to DISTRICT's actual ability to collect such costs, DISTRICT shall charge property owners who utilize the new facilities their proportionate share of the Reimbursable Construction Costs plus 3 percent (3%) interest per annum from the effective date of this Agreement ("Reimbursement Fee"). The Reimbursement Fee for each property owner shall be determined by the DISTRICT, using its best estimate of the number of parcels that could utilize the new facilities. The DISTRICT's determination of what properties would be subject to a Reimbursement Fee and the amount each would be charged is set forth on Exhibit B. The DISTRICT shall also charge an administrative fee equivalent to 5% of the pro rata share charged to a property owner, which shall be paid to the DISTRICT. The Reimbursement Fee and administrative fee shall be in addition to the standard fees charged by the DISTRICT for new service. Reimbursement Fees actually collected shall then be distributed to DEVELOPER. Reimbursement Fees paid to the DISTRICT shall not accrue additional interest. Payment of interest to DEVELOPER shall be limited to interest received from property owners as part of their Reimbursement Fee. In the event DISTRICT reimburses DEVELOPER its share of the total Reimbursable Construction Costs prior to the end of the Agreement term, DISTRICT's obligation to reimburse the DEVELOPER shall terminate.

10. Termination. In the event of termination of this Agreement, DEVELOPER shall have no further interest or right of reimbursement from DISTRICT and all revenues subsequently received by DISTRICT shall be the sole property of DISTRICT.

11. Records. DEVELOPER warrants that DEVELOPER has kept accurate records of the actual construction costs, according to accepted engineering and accounting principles. DEVELOPER has provided such records to the DISTRICT offices for inspection as requested by DISTRICT.

12. Warranties. DEVELOPER further warrants that there are no liens, stop notices or claims against the project; that the legal time for filing any such claims, notices or liens has expired; and agrees to defend, indemnify and hold DISTRICT harmless for any or all such liens, notices or claims.

13. Reimbursement Payments. Reimbursement checks shall be hand delivered or be mailed to DEVELOPER at the address provided pursuant to Paragraph 15.8 of this Agreement within ninety (90) days of receipt by DISTRICT. In the event a reimbursement check is not cashed within ninety (90) days of hand delivery or mailing, it shall be deemed unclaimed, and the DISTRICT shall have the right to retain the payment and shall have no further obligation to pay the DEVELOPER. Further, if a payment mailed to the most current address provided to the DISTRICT in accordance with Paragraph 15.8 is returned to the DISTRICT because the address is no longer valid and the DEVELOPER fails to provide a change of address in accordance with Paragraph 15.8 or personally appear at the DISTRICT office to claim the payment within an additional ninety (90) days, the DISTRICT shall have the right to retain the DEVELOPER's proportionate share and shall have no further obligation to pay DEVELOPER.

14. No Guarantees. DEVELOPER understands and acknowledges that that DISTRICT will not compel property owners to utilize the sewer facilities. Further DISTRICT cannot guarantee that DISTRICT will be able to collect Reimbursable Costs from all property owners who connect to the facilities. DISTRICT agrees to make reasonable efforts to collect costs from new connections. Further, DEVELOPER understands that the Reimbursement Fee calculated by DISTRICT may not reflect the number of properties that will ultimately utilize the sewer facilities. The number of Equivalent Dwelling Units (EDUs) could be more or less than 19 (nineteen), including 5 (five) EDUs for the DEVELOPER property at 905 Orpheus.

15. Miscellaneous Provision.

15.1 Applicable Law. This Agreement and any disputes relating to this Agreement shall be construed under the laws of the State of California.

15.2 Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

15.3 Attorney's Fees. In the event a lawsuit to enforce or interpret the terms of this Agreement is brought by either party, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.

15.4 Assignment. DEVELOPER shall not be entitled to assign all or any portion of their respective rights or obligations as specified in the Agreement without obtaining the prior written consent of the DISTRICT. Any purported assignment without the DISTRICT's prior written consent shall be void.

15.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding regarding reimbursement between the parties. No other representations are intended or shall be implied. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and any exhibits to this Agreement. However, this Agreement does not supersede other DISTRICT ordinances and agreements relating to DEVELOPER'S construction of sewer facilities, including among other things, the DISTRICT Standard Specifications and the Agreement to Improve Sewers.

15.6 Personal Nature of Agreement and Binding Effect. This Agreement is personal and does not run with the land. The transfer or sale of any DEVELOPER property does not alter the DEVELOPER's right of reimbursement. Further, the terms of this agreement are binding on all successors, heirs and assigns, and they must comply with the terms of this Agreement, including provisions regarding assignment in Paragraph 15.4 and Notice in Paragraph 15.8.

15.7 Unenforceable Provision. The terms, conditions and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provisions of the Agreement as so interpreted are held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

15.8 Notices. All reimbursements, letters, statements or notices required pursuant to this Agreement shall be deemed effective upon posting in the United States mail to the following addresses:

TO DISTRICT:

Attention: General Manager
Leucadia Wastewater District
1960 La Costa Avenue
Carlsbad, CA 92009

TO DEVELOPER:

Marquee Enterprises, LLC
C/O Sean Pourteymour
9255 Towne Centre, Suite 950
San Diego, CA 92121

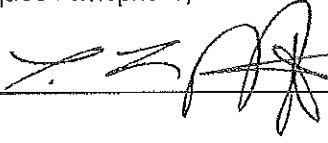
The addresses above shall be presumed correct, unless a party is notified in writing of a change. Any change of address notice shall clearly state that it is intended to replace the address set forth in Paragraph 15.8 of this Agreement. FURTHER, notice of an address change shall not be valid unless it has been delivered personally to the DISTRICT or by way of certified mail that has been signed and acknowledged by the DISTRICT.

15.9 Effective Date. This Agreement shall become effective as of February 13, 2013, upon execution by the parties.

"DISTRICT"

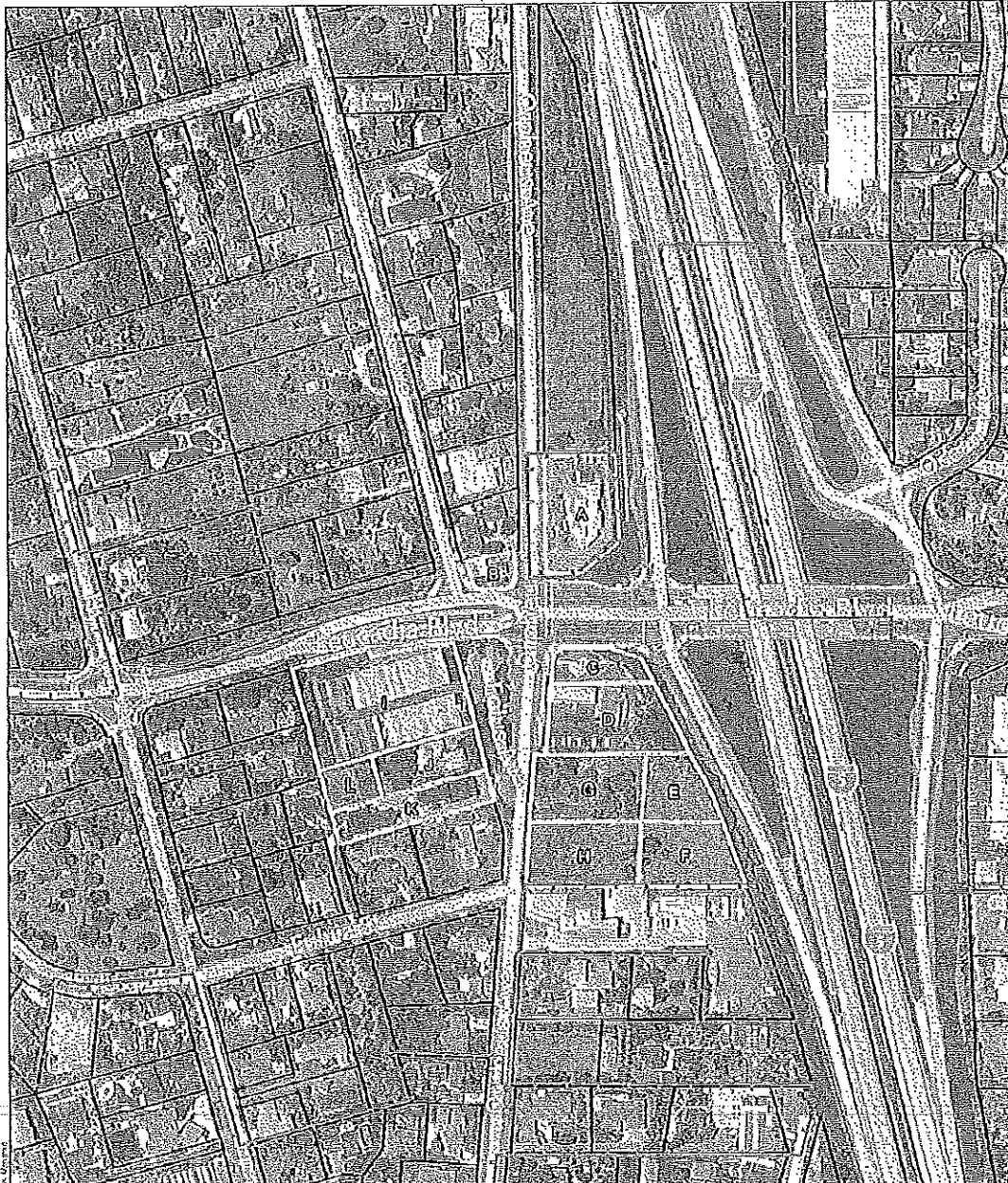
"Marquee Enterprises, LLC"

BY: _____

BY:  _____

BY: _____

BY: _____



	SOURCE: Bing, Sat, 0/3		Reimbursement Agreement Parcels
			Leucadia Water District
DUDEK			Exhibit A
3252-01			Location Map
DECEMBER 2012	Reimbursement Agreement for 905 Orpheus		

EXHIBIT B
REIMBURSEMENT AGREEMENT FOR 905 ORPHEUS
REIMBURSABLE COSTS

905 Orpheus Sewer Extension Reimbursement Area (1)						
Exhibit A Parcel	Assessor Parcel	Encinitas Zoning	Approx. Acres	Estimated EDUs	Share of \$ 218,981.25 Cost	Amount To Reimburse to Parcel A
A	254-270-18	VSC	0.59	5.0	\$57,626.64	
B	256-243-14	R3	0.33	1.0	\$11,525.33	\$11,525.33
C	256-121-34	VSC	0.14	1.0	\$11,525.33	\$11,525.33
D	256-121-29	VSC	0.66	2.0	\$23,050.66	\$23,050.66
E	256-121-04	R3	0.31	1.0	\$11,525.33	\$11,525.33
F	256-121-05	R3	0.49	1.0	\$11,525.33	\$11,525.33
G	256-121-03	R3	0.54	1.0	\$11,525.33	\$11,525.33
H	256-121-06	R3	0.56	1.0	\$11,525.33	\$11,525.33
I	256-242-52	R3	1.25	3.0	\$34,575.99	\$34,575.99
J	256-242-32	R3	0.33	1.0	\$11,525.33	\$11,525.33
K	256-242-57	R3	0.41	1.0	\$11,525.33	\$11,525.33
L	256-242-58	R3	0.17	1.0	\$11,525.33	\$11,525.33
				19	\$218,981.25	\$161,354.61

(1) The reimbursement fee is calculated by dividing the Reimbursable Construction Costs by the assumed number of EDUs per parcel that could connect to the new facilities. Current calculations assume a total of 14 eligible EDUs. Once a reimbursement fee has been paid, it is final and not subject to adjustment. However, if during the term of this Agreement, the number of eligible EDUs changes due to a parcel split or other circumstance, then the reimbursement fee may be adjusted for new connections by dividing the balance of unpaid Reimbursable Construction Costs by the revised estimate of eligible EDUs that still could connect to the sewer system. Such adjustments shall only be made for new connections to the sewer system. No adjustments to past reimbursements will be made.

January 28, 2013

To: CSDA – San Diego Chapter Member Agencies
From: Kathleen Coates Hedberg, San Diego Chapter President
Subject: CSDA San Diego Chapter Quarterly Dinner Meeting
Event Date: **Thursday – February 21, 2013**

Board of Directors

Time: **6:00 pm to 9:00 pm – Dinner served at 6:45 pm**

President
Kathleen Coates Hedberg
Helix Water District

Location: **94th AERO SQUADRON**
8885 Balboa Avenue, San Diego, CA 92123 - (858) 560-6771
<http://www.94thaerosquadron.signonsandiego.com/>

First Vice-President
Ken Munson
North County Fire
Protection District

Join us for an enjoyable evening as the San Diego Chapter of CSDA hosts an interesting and informative presentation by:

**Jeff McDonald, Watchdog Reporter
Union-Tribune**

Second Vice-President
Michael Emerson
Grossmont
Health Care District

Mr. McDonald investigates federal, county, state, and local agency matters for the U-T Watchdog team. He joined the U-T in 1998 after more than a decade at other California newspapers. He has reported on everything from sewer Boards and serial disasters to charity at home and malfeasance across institutional San Diego. He will give us insight on what sparks an investigation and will provide us tips on how to deal with the media during an investigation.

Treasurer
Richard Stevenson
Sweetwater Authority

We will also have a Sacramento legislative update. Be sure to read your February SD Chapter CSDA Newsletter for more great information.

Secretary
Diana Towne
Rincon del Diablo MWD

Past President
Vacant

Dinner Menu Selections – \$39 per person (\$45 non-member)
Public is invited to attend the dinner at the \$45 non-member price

Director
Jo MacKenzie
Vista Irrigation District

Top Sirloin Steak, USDA Prime, charbroiled & with Maitre d' Butter, red potatoes
Teriyaki Chicken Breast, charbroiled, grilled pineapple, and red potatoes
Pasta Primavera, fresh pasta in a creamy Alfredo sauce with fresh vegetables

Director
Elaine Sullivan
Leucadia Water District

Registration deadline is: Thursday, February 14, 2013
We look forward to seeing all agencies and guests attending this event. If you have any questions or need further information, please call Kathleen Hedberg at (619) 660-7487; kchedberg@cox.net, or Rich Stevenson at (619) 409-6711; rstenenson@sweetwater.org.

Cancellation/Refund Policy: CSDA is obligated by contract to pay for the number of attendees registered by the Friday prior to the event, hence the Thursday deadline. Cancellations made after the deadline are not refundable. Agencies and individuals are responsible for paying any reservation that is made and not cancelled prior to the deadline. Agencies may substitute or add individuals attending.

General Public Welcome

CSDA DINNER MEETING REGISTRATION FORM

Thursday – February 21, 2013

94th AERO SQUADRON ~ 8885 Balboa Avenue, San Diego, CA 92123

6:00 PM No-Host Social Hour ~ 6:45 PM Dinner/Program

Dinner - \$39.00 (\$45.00 non-members)

Public is invited to attend at the \$45 non-member price

Choice of: 1. Top Sirloin Steak 2. Teriyaki Chicken 3. Pasta Primavera w/ Alfredo

Agency: _____ Contact Name: _____

Phone Number: _____ Email: _____

Make reservations as follows, check dinner choice - Please print clearly

Entrée Selection 1 2 3

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Name/Title: _____ Choice:

Enclosed is our check for _____ reservation(s) at \$39.00 each = \$ _____

Non-member _____ reservation(s) at \$45.00 each = \$ _____

Make check payable to CSDA, San Diego Chapter

Mail To: Rich Stevenson ~ Phone: (619) 409-6711

CSDA Treasurer
Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910

Or Fax: (619) 425-7469 Or Email: rstevenson@sweetwater.org

Reservations must be received no later than Thursday, February 14, 2013

Cancellation/Refund Policy: CSDA is obligated by contract to pay for the number of attendees registered by the Friday prior to the event, hence the Thursday deadline. Cancellations made after the deadline are not refundable. Agencies and individuals are responsible for paying any reservation that is made and not cancelled prior to the deadline. Agencies may substitute or add individuals attending.

Directions to: 94th AERO SQUADRON

8885 Balboa Avenue, San Diego, CA 92123 Phone (858) 560-6771

From El Cajon and La Mesa-take 8 West to 15 North, exit Balboa Ave. West, then one mile (on left).

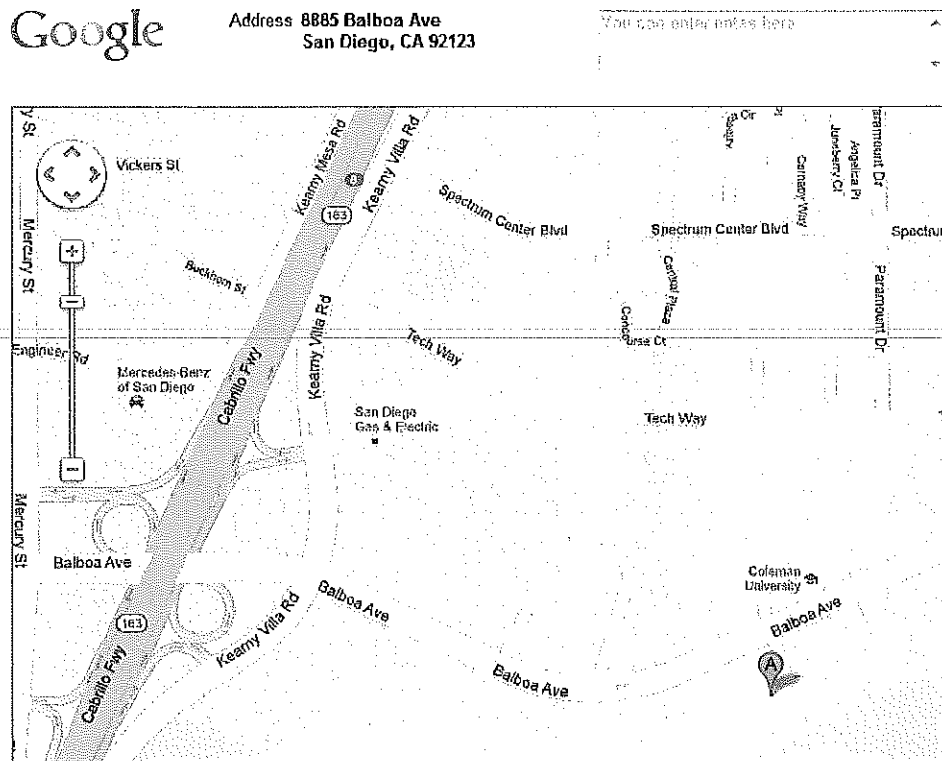
From South Bay-take 805 North to 163 North, exit Balboa Ave. East, then 1/4 mile (on right).

From La Jolla-take 52 East to 163 South, exit Balboa Ave. East, then 1/4 mile (on right).

From North County Coastal-take 5 South to 52 East, 163 South, exit Balboa Ave. East.

From North County Inland-take 15 South to 163 South, exit Balboa Ave. East, then 1/4 mile (on right), or take 15 South, exit Balboa West, then one mile (on left).

From beaches-take 8 East to 163 North, exit Balboa Ave. East, then 1/4 mile (on right).



Sewage pipe breaks near Ponto Beach

By [Phil Diehl \(staff/phil-diehl/\)](#) 12:03 p.m. Feb. 1, 2013

CARLSBAD — Leucadia Wastewater District crews are cleaning up a sewage spill that occurred about 5:30 a.m. Friday in the 6500 block of Ponto Drive, said General Manager Paul Bushee.

About 20,000 gallons of untreated sewage was released in about 20 minutes before the flow was switched to a second line, district officials said.

Crews recovered about 3,100 gallons, officials said. Most of the sewage went into an adjacent storm drain that leads to a marsh and then the ocean.

"We don't believe any of it reached the ocean," Bushee said. However, he said, advisory signs have been posted at North Ponto State Beach and water testing will be done.

The spill occurred in an underground "force main" pipeline carrying sewage under pressure from the Batiquitos pump station to the Encina treatment plant.

Crews were already out in the area on a maintenance project and were able to respond quickly to the spill, Bushee said.

PHIL DIEHL • U-T

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Directors' Meetings

Presented by Directors Hanson, Juliussen, Omsted, Sullivan and
Kulchin

Conference

2013 CASA Mid-Year Conference

Dates and Location

January 15-18, 2013

Renaissance Esmeralda Resort in Indian Wells, CA

List of Attendees

President Elaine Sullivan

Vice President Dave Kulchin

Director Allan Juliussen

Director Don Omsted

Director Judy Hanson

The above mentioned Board members attended various sessions regarding governance and management of wastewater operations.

REGULAR BOARD MEETING
February 13, 2013

PRINT NAME

PRINT AGENCY'S NAME

1 NATALIE FRASCARETTI Deptor Wilson Engineering, Inc.

2 _____

3 _____

4 _____

5 _____

6 _____

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