

CRESCENTA VALLEY WATER DISTRICT

**2700 Foothill Boulevard
La Crescenta, California**

**Agenda for the
Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on August 12, 2014 at 7:00 p.m.**

Posted: August 8, 2014 at 3:00 p.m.

Any written materials distributed to the Board in connection with this agenda will be made available at the same time for public inspection at the District office located at the above address.

Call to Order and Determination of Quorum

Pledge of Allegiance

Adoption of Agenda

Public Comments

At this time the public shall have an opportunity to comment on any non-agenda item relevant to the subject matter jurisdiction of the Board. This opportunity is non-transferable and speakers are limited to one three (3) minute comment.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of the Minutes of the Adjourned Regular Meeting on July 23, 2014.
2. Ratification of Disbursements for July 2014.

Action Calendar

The public shall have an opportunity to comment on any action item as each item is considered by the Board prior to action being taken. This opportunity is non-transferable and speakers are limited to one two (2) minute comment.

1. **Request for Rate Relief from High Water Bill** – Consideration and possible action to grant a request for permanent rate relief from high water bills by Mr. George Solymar at 2203 Crescent Ave.
2. **Claim for Damages** – Consideration and motion regarding a claim for damages from Narbik Khachatoorian (Wishy Washy Laundromat) at 2849 Honolulu Ave. for clogged valves due to the main break at Verdugo and Honolulu Avenue.
3. **Claim for Damages** – Consideration and motion regarding a claim for damages from Ms. Melissa Stevens at 3123 Los Olivos for the loss of sod due to discontinuation of irrigation.
4. **Water Meter for Crescenta Commons** – Consideration and motion on a request from the Crescenta Valley Town Council for assistance in regards to installation of a new water service for the Crescenta Commons Project site.
5. **Right of Entry Permit and License Agreement No. 000913 - Amendment No. 1** – Consideration and motion to authorize the General Manager to enter into Amendment No. 1 of the Right of Entry Permit and License Agreement No. 00913 with the County of Los Angeles for work to be performed at Crescenta Valley County Park.

6. **Installation of Two Groundwater Monitoring Wells at Crescenta Valley County Park, Project M-903A** – Consideration and motion to authorize the General Manager to advertise for bids for the installation of two (2) groundwater monitoring wells at Crescenta Valley County Park with an engineer's estimate of \$59,300 and to find said project exempt from the provisions of the California Environmental Quality Act (CEQA).

Information Items

Written Communications to District

Staff Reports

Secretary-Treasurer

1. Cash and Investments –August 12, 2014.

General Manager

1. Administrative Report.

District Engineer

1. Water Production Report –July 2014.
2. Water Production Report – August 1 – 10, 2014
3. Report on Administrative and Field Operations.

Program Specialist

1. Report of Water Conservation issues.

Information Technology

1. Report of Information Technology issues.

Attorney

1. Report on legal and related matters relevant to the District.

Reports of Committees

Engineering Committee

1. Consideration of engineering issues affecting the District.

Finance Committee

1. Consideration of financial issues affecting the District.

Employee Relations Committee

1. Consideration of employee relations issues affecting the District.

Policy Committee

1. Consideration of policy issues affecting the District.

Community Relations/Water Conservation Committee

1. Consideration of community/water conservation issues affecting the District.

Emergency Planning Committee

1. Consideration of emergency planning issues affecting the District.

Director's Oral Reports

Report on issues, meetings, or activities attended by Directors.

Closed Session

- **Public Employee Performance Evaluation (§54957)**
 - Title: General Manager
- **Public Employee Appointment (§54957)**
 - Title: General Manager
- **Conference with Legal Counsel**
 - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.

Board Members' Request for Future Agenda Items

Adjournment

CRESCENTA VALLEY WATER DISTRICT
ADJOURNED REGULAR MEETING, BOARD OF DIRECTORS
July 23, 2014

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District, made at the Regular Meeting of July 8, 2014, an Adjourned Regular Meeting was held on July 23, 2014, at 7:00 p.m. at the District office at 2700 Foothill Blvd., La Crescenta, California, with President James D. Bodnar presiding.

At roll call, the following Directors and staff members were present:

Directors:	James D. Bodnar Kerry D. Erickson Kenneth R. Putnam Kathleen M. Ross Judy L. Tejada
Attorney:	Roland Trinh
General Manager:	Dennis Erdman
Secretary-Treasurer:	Ron L. Mitchell
District Engineer:	David S. Gould
Others Present:	Mark Hass, IT Manager Wendy Holloway, Customer Accounts Supervisor Christy Scott, Program Specialist Larry Byers, Superintendent Brook Yared, Associate Engineer Bryan Jones, Construction Supervisor

PLEDGE OF ALLEGIANCE

President Bodnar opened the meeting by asking Director Putnam to lead the Board and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Tejada, seconded by Director Ross and carried by a 5-0 vote that the Agenda for the Adjourned Regular Meeting of July 22, 2014 be amended to discuss action item #5 last.

PUBLIC COMMENT – None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – Mr. Erdman reported that he attended the FMWD Board Meeting on July 21, 2014 and they discussed and approved 3 actions items which are repairs to the administrative building, engineering services for the Westside force main access man-way, and to have salary step recommendations, shift premiums and on-call premium changes.

CONSENT CALENDAR

It was moved by Director Erickson, seconded by Director Ross and carried by a 5-0 vote to approve the Minutes of the Regular Board Meeting held on July 8, 2014, and to ratify the disbursements for June 2014 which consisted of:

Payment of demands against the Crescenta Valley Water District on or before June 30, 2014 the same having been approved by the General Manager, Dennis A. Erdman, and heretofore paid, be ratified and approved subject to audit, in the aggregate sum of One Million Eighty Six Thousand Seven Hundred Ninety One Dollars and Seventeen cents (1,086,791.17), which is composed of the individual items set forth herein.

ACTION CALENDAR

Emergency Preparedness Container at Edmund #1 Reservoir – Mr. Erdman discussed that CV Ready is asking the District for permission to use a portion of the Edmund I Reservoir site to store a metal cargo container that will be approximately 8 feet wide by 20 feet long and 8 feet high. This container would house material and supplies that would be used in the event of a disaster and the Briggs Terrace area needed to shelter in place. CVWD staff and Directors have visited the site and identified a location in the northwest corner of the property that is suitable for the container and due to the slope of the site and fencing; the container will not constitute a visual obstruction to the neighboring properties. It is recommended that the Board authorize the request from CV Ready to place a storage container at Edmund I Reservoir.

It was moved by Director Ross, seconded by Director Tejeda and carried by a 5-0 vote to authorize the General Manager enter into an agreement with CV Ready to allow a container be placed at the Edmund I Reservoir with proof of liability insurance and legal counsel review.

Ocean View Reservoir Overflow/Drain Pipe, Project M-943 – Mr. Gould reported on June 23, 2014, the water level inside the concrete reservoir rose to the level of the overflow outlet and discharged water into the 14-inch overflow pipeline to the catch basin at Ocean View Blvd. and Conle Way. The water went from the 14-inch pipeline to a 10-inch pipeline that connects to a storm drain in the intersection of Ocean View Blvd. and Foothill Blvd. The overflow became pressurized and went out of the pipe into the surrounding soil which uplifted and damaged the existing pavement. Staff met with the City of La Canada Flintridge on July 10, 2014 and with the Engineering Committee on July 18, 2014 to discuss the situation. The Engineering Committee agreed with staff that the District should start the preliminary and final design of a new overflow/drain pipeline from Ocean View Reservoir. Staff contacted Civiltec Engineering to discuss preliminary design and parameters for the new overflow/drain pipeline. Staff chose Civiltec to work on the preliminary and final design of the project since they are familiar with CVWD's hydraulic model, designed the previous 12-inch water main extension in 2008, and they have experience designing storm drain systems. Staff reviewed the proposal provided by Civiltec and recommends awarding the contract to Civiltec for the design of the new overflow/drain pipeline at a cost not to exceed \$25,650. Staff is requesting that the Board find this project to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. This exemptions covers the repair of existing facilities involving negligible or no expansion of existing use.

It was moved by Director Ross, seconded by Director Putnam and carried by a 5-0 vote to approve Project M-943 and authorized the General Manager to enter into an agreement with Civiltec to design this service at a cost not to exceed \$25,650 and to find this project exempt from CEQA.

2014 Updated Sewer System Management Plan – Mr. Gould reported that on May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order No. 2006-003 which established the General Waste Discharge Requirement's (WDRs) for all publicly owned or operated sewer systems within California. In July 2009, staff completed CVWD's Sewer System Management Plan (SSMP), which included reporting Sanitary Sewer Overflow (SSO'), written documents on how the sewer system is operated, maintained, repaired and funded. The plan was approved by the CVWD Board of Directors. The WDRs require that the SSMP be reviewed, audited and updated internally by staff every two (2) years. The WDRs also stipulate that the SSMP be certified by the Board of Directors every five (5) years and resubmitted online at the California Integrated Water Quality System (CIWQS). August 2, 2014 is the first mandatory recertification date for the SSMP. Staff has performed an internal audit on the SSMP to readjust cleaning and inspection schedules to better reflect the actual rate of cleaning and inspection. Other minor changes such as updates to maps, organizational charts, and the design manual were made to better reflect the procedures occurring in the field. The changes to the WDRs also required that information be included in the SSMP regarding the handling of large volume spills, defined as spills larger than 50,000 gallons. The Engineering Committee met on July 19, 2014 to discuss the SSMP updates. At that time there were several corrections brought to the attention of Staff. Those corrections have been incorporated into the SSMP. The Committee requested additional time to review the document in order to develop further recommendations. After the changes are made, the SSMP will require a review by legal counsel to ensure that all legal requirements of the law are met by the SSMP. It is staff's recommendation that the Board of Director's approve CVWD's Sewer System Management Plan after the revisions provided by the Engineering Committee and CVWD's legal counsel have been implemented.

Following discussion:

It was moved by Director Ross, seconded by Director Tejeda and carried by a 5-0 vote to approved the 2014 Updated Sewer System Management Plan in accordance with State Water Resources Control Board Order No. 2006-003

Purchase of a New Truck with Valve Operating Equipment, Project C-946 – Mr. Gould reported that Unit #24 was purchased in 1995 and has been in the District's fleet for 19 years. This truck was modified with mechanical valve operating equipment to open and close water valves during a shutdown or exercising valves. This unit with its mechanical valve operator was planned to be replaced as part of the FY 2014/15 Capital Outlay budget due to age and increased maintenance cost. In May 2014, the truck was damaged in a traffic accident and has been out of service since that time. Staff has prepared a request for quote (RFQ) for the purchase of a new F-350 utility truck and sent those to three (3) Ford dealerships. The F-350 will need to be modified with new storage cabinets, mounting of a new valve operating equipment, safety features and other gear for use by CVWD. In the interim period, staff looked into using old Unit #12 as a temporary replacement for Unit #24. Staff obtained a quote of \$1,500 from Marathon Body to remove and re-install the existing valve operating equipment and storage boxes from

Unit #24 to Unit #12. This will be used until the new truck is received. It is staff's recommendation to authorize the General Manager to purchase the new truck, valve operating equipment, and the truck body modification for a cost of \$83,143.

Following discussion:

It was moved by Director Putnam, seconded by Director Ross and carried by a 5-0 vote to authorize the General Manager to purchase a new vehicle from Galpin Ford, new valve operating equipment from E.H. Wachs and truck body modifications from California Truck Equipment Company at a total cost of \$83,143.

Discussion Regarding the District Drug/Alcohol Policy – President Bodnar requested to discuss the District Drug/Alcohol Policy. Mr. Erdman said that he has reviewed the policy, and in 2011, staff began the process of updating the policy by using the ACWA/JPIA's policy template. Ms. Scott reviewed the ACWA/JPIA policy and amended it to be more specific to the District's needs. The drafts were provided to legal counsel and the Policy Committee for review and comments. Under the recommendation of the Policy Committee, the updated policy was brought before the full Board and adopted into the District's Rules and Regulations on February 21, 2012. Following further discussion, the Board requested staff to get an updated policy from ACWA/JPIA and have the Policy Committee review it along with a possible policy regarding E-cigarettes.

Discussion of State Water Resources Control Board – Emergency Water Conservation Regulations – Ms. Scott reported on July 15, 2014 the State Water Resources Quality Control Board (SWRQCB) adopted new regulations pertaining to water conservation and usage for all of California. Regulations would remain in effect for 270 days or longer if deemed necessary. On April 27, 2010 appendix G of the District's Rules and Regulations was amended that the watering days be changed from 2 days to 3 days per week on the Orange Alert. In the next two weeks, the District will be working on sending out the Water Conservation Brochure, along with information on rebates and water use efficiency tips. Staff recommends with the Governor requesting two days per week watering, the Orange Alert be changed back to limiting outdoor watering to two days per week.

It was moved by Director Ross, seconded by Director Putnam and carried by a 5-0 vote to modify Appendix G to go back to Orange Alert being 2 days a week for watering on Tuesdays and Saturdays.

Verdugo Road Water Main Break Event – Mr. Gould reported that the District has been working with the City of Glendale, and on July 30, 2014 there is a scheduled shutdown for the final repair on the 12" main at Verdugo Road and Montrose Avenue from 10:00 p.m. to 6:00 a.m. On July 29, 2014 the crew will make preparations for the shutdown. Customers have been notified by letter.

INFORMATION ITEMS – State Water Resources Control Board: State Water Board approves emergency regulation to ensure agencies and state residents increase water conservation. MWD News Release: General Manager issues statement on proposed statewide outdoor water restrictions. Glendale Newspress: Letter from resident – No excuse for major loss of water from

main break. Glendale Newspress: Lawsuit filed in water-rate flap. FMWD News Release: FMWD requests customer to comply with state mandates. Antelope Valley Press, LA Times, and Contra Costa Times: articles regarding water conservation.

WRITTEN COMMUNICATIONS TO DISTRICT – None.

REPORTS OF PERSONNEL

SECRETARY-TREASURER – Mr. Mitchell provided the Summary of Cash and Investment report which contained the following items:

Investment Portfolio Summary – as of July 23, 2014:

Cash Accounts	(\$804,368)
Great Pacific Securities	\$39,772
Bond Debt Service Fund Acct	\$114,313
Local Agency Investment Fund	\$1,743,760
Federal Farm Credit (78)	\$491,765
Federal Farm Credit (81)	\$971,150
Federal Farm Credit (83)	\$496,540
Federal Farm Credit (86)	\$958,680
Federal Farm Credit (87)	\$496,810
US Treasury (92)	\$947,190
US Treasury (93)	\$947,190
Federal Farm Credit (94)	\$945,680
Federal Farm Credit (95)	\$580,152

MTBE Contingency Funds

Local Agency Investment Fund	\$2,694,779
Great Pacific Securities	\$4,229,092
Federal Farm Credit (M-17)	\$998,830
Federal Farm Credit (M-18) SOLD	
Federal Farm Credit (M-19)	\$989,350
US Treasury (M-20)	\$995,000
US Treasury (M-21) SOLD	
US Treasury (M-22) SOLD	
Federal Farm Credit (M-23) SOLD	

Fund Balances at May 31, 2014

Water	\$14,427,225.93
Wastewater	\$4,568,803.25

Mr. Mitchell reminded the Board that on August 4-7 2014, the auditors will begin the final field work for the FY 2013/14 audit.

GENERAL MANAGER – Mr. Erdman reported the he will talk about his report in the closed session. He also complimented Bryan Jones for a demonstration today of a trenchless tool that will prevent excavation of pavement for replacing some laterals. It will also save the District money for the excavation permits from Los Angeles County and the City of Glendale.

DISTRICT ENGINEER

Water Production – For the period of July 1 through July 21, 2014, water production averaged 97.9 million gallons per day, which is **6.4% less** than the daily average production of the same period in 2013. This is **5.6% greater** from the daily average production of the previous five years.

Rainfall: June 2014	0.00”
Season-to-date:	9.03”

Administrative and Field Operations – Mr. Gould provided a memorandum and discussed the following:

Rainfall Update – 0.00” for July 2014. Rainfall total for 2013-14 is at 9.03”.

Report on Engineering:

CIP Projects – Well Rehabilitation, E-934 – Well 9 back in service. Well 12 – Back in service. Well 5 – Back in service. Well 8 – Pump ordered installation in 2 weeks. Well 11 – Postponed to November 2014. Ocean View Chlorination Project – Piping project – Construction to start August 11, 2014. Building Project – finalizing design. Oak Creek MCC – Staff reviewing 100% plans and specification submittal.

Crescenta Valley County Park -Local Groundwater Assistance Grant – Flow Monitoring in Verdugo Wash – Under construction. Water quality sampling – Obtained access permit. Monitoring Wells – Final design under review.

Glendale – Rockhaven Well – Grant application by RMC sent to DWR on July 18, 2014. Reviewing agreement with legal counsel and GWP.

FMWD Issues – No report.

ULARA – Working on 2013 Pump & Spreading Plan. Watermaster & Legal Counsel contracts expires on December 31, 2014. Working on new 3 year agreement.

Water Meter Replacement Program: FY 13/14 Water Meter Replacement Program – replaced 970 meters for FY 13-14; waiting on back order of 1,000 meter from Sensus, makers if iPerl meters.

Report on Administrative and Field Operations:

Well Status – Well production capacity – Averaging 2.3 MGD for July.

Booster Pumps – Encinal Booster “A” to be installed this week.

Glenwood Nitrate Plant – No Report.

Water Quality – No Report.

Mills Plant – No Report.

Reservoirs/Booster Stations – No Report.

Field Maintenance and Operations update for July 1 – July 21, 2014

Water lateral leaks & repairs

- 4626 Glenwood
- 2543 Community
- 2311 Teasley
- 2442 & 2446 Rockdell
- 5824 Edmund
- 2525 Upper Terrace
- 4130 Rincon
- 2755 Orange

Water Main Leaks – 4-inch main – 3000 Block of Alabama Street. 6-inch main – 2600 Block of Orange.

Fire Hydrant Replacement – No Report.

Developer Projects – No Report.

General Maintenance – No Report.

SCADA/Telemetry System – No Report.

Sewer Maintenance – 2800 & 2900 Blocks of Brookhill, Orange, and Paraiso Way. 2700 Block of Harmony & 5000 Blocks of El Adobe and Parkhaven. 2700 Block of Henrietta & 2700 Block of Brookhill. 2600-2700 Blocks of Orange Avenue including all easements. 4900 Block of Vicwood & 4900 Block of Cecilville. 2700 & 2800 Blocks of Stevens and Alabama. 2700 & 2800 Blocks of Los Olivos and 4500 Block of La Crescenta Avenue. 2700 & 2800 Blocks of Franklin and 4600 Block of La Crescenta Avenue. 2700 & 2800 Blocks Fairmount and 4700 & 4800 Blocks of La Crescenta Avenue. 2700 & 2800 Blocks of Sanborn, 2700 & 2800 Blocks of Foothill Blvd., north side.

PROGRAM SPECIALIST – Ms. Scott reported that National Night Out is on August 5, 2014, from 6:30 p.m. to 8:30 p.m. at the Glenwood facility.

INFORMATION TECHNOLOGY – Mr. Hass reported on security up-grades in progress for the servers.

ATTORNEY – Mr. Trinh – No Report

REPORTS OF COMMITTEES

Engineering Committee – Mr. Gould reported that the Committee met on July 18, 2014 and discussed Well Levels, Review of 2014 Updated Sewer System Management Plan, RFP for Ocean View Reservoir Overflow/Drain Pipe Project, Status of Rockhaven Well Project, and the Status of FY 2013/14 Capital Improvement Project Program.

Finance Committee – Director Putnam reported that the Committee had not met; however a meeting will be scheduled as needed.

Employee Relations Committee – Director Bodnar reported that the Committee met on July 18, 2014 and discussed items.

Policy Committee – Director Ross reported that the Committee had not met; however a meeting will be scheduled as needed.

Community Relations/Water Conservation Committee – Director Tejeda reported that the Committee had not met; however a meeting will be scheduled as needed.

Emergency Planning Committee – Director Bodnar reported that the Committee had not met; however a meeting will be scheduled as needed.

DIRECTORS ORAL REPORTS

Director Putnam – No Report

Director Tejeda reported that she attended a public meeting with Southern California Edison on Catalina Island regarding water supply on July 22, 2014. The well in a small residential area went dry and water was trucked to that area, and other residents in other areas are upset that they have to pay for the water to be shipped. She also reported that there is a 25% mandated water cut back on Catalina.

Director Bodnar reported that on July 17th he attended the CVTC meeting and was asked to answer questions regarding water supplies. On July 18th he attended the Engineering Committee meeting as an observer at 8:00 a.m. and then at 10:00 a.m. he attended the Employee Relations Committee meeting. He reported on the Sagebrush issue for the school district and that there is an argument with City identity. He has also received a complaint from a customer asking when the pavement will be completed at Ocean View Blvd. and Foothill Blvd.

Director Erickson reported that the Fire Department was on his street checking on brush clearance. He also commented that the fire hydrants should be marked on where they are in the street.

Director Ross reported that her daughter will be finishing her internship with the District next week, and her oldest daughter has been hire by the Supervisors office in Bakersfield to perform duties related to water issues.

CLOSED SESSION –
No reportable action.

ADJOURNMENT

There being no other business to come before the Board at 10.55 p.m., it was moved by Director Ross, seconded by Director Tejeda and carried that the meeting be adjourned to August 12, 2014 at 7:00 p.m.

APPROVED

James D. Bodnar
President

Ron L. Mitchell
Secretary-Treasurer

CASH DISBURSEMENTS LIST

July 2014



Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
Fund: 01 Water					
0	7/28	Southern California Edison Co.	Power purchased	44,303.38	530.02
30128	7/7	Downey Brand Attorneys LLP	ULARA Legal Expense	2,801.00	
30129	7/7	Dennis A. Erdman	Vision Reimbursement	849.60	566.40
30130	7/7	David Gould	Health Reimbursement	1,800.00	1,200.00
30131	7/8	ACWA/Joint Powers Ins. Authori	Worker's compensation 4/1/14 to 6/30/14	18,268.15	12,178.85
30132	7/8	AES Water, Inc	Maintenance on 4 seismic sensor valves	3,100.00	
30133	7/8	AMEC Environment & Infrastructure, Inc.	M-903A - Storm recharge feasibility study	3,710.04	
30134	7/8	Ameripride Uniform Services, Inc	Uniform rentals	475.48	158.49
30135	7/8	Arrowhead Mountain Spring Wate	Distilled water	75.08	
30136	7/8	Regino Avalos	Remove tree and weed whack at Ocean View Reservoir	600.00	
30137	7/8	AVAYA Financial Services	Land line lease	380.68	126.90
30138	7/8	AW Direct, Inc	Unit #44 - Light bar, strobe lights, swithces, and rack	822.73	274.22
30139	7/8	BC Laboratories, Inc	Water Analysis	188.40	
30140	7/8	Natalie Bellissimo	Mileage reimbursement	53.28	1.57
30141	7/8	CalPELRA	Membership renewal and conference reg. - Ron Mitchell	746.25	248.75
30142	7/8	CalPers	Employee paid contributions 06/2014	22,616.54	15,077.70
30143	7/8	Cannon	E-931 Oak Creek Reservoir MCC	8,812.50	
30144	7/8	Charter Communications	Fiber Optic Mills, Glenwood & Main office - 06/2014	3,955.55	1,318.51
30145	7/8	Choice Pest Control	Monthly billing for Wells #9, Glenwood and Mills	263.00	70.00
30146	7/8	City of Glendale Water & Power	Power purchased Markridge	27,703.95	46.53
30147	7/8	City of LA Canada Flintridge	Permit for M-934 - Ocean View Blvd. traffic control	175.00	
30148	7/8	Colonial Life & Accidents Ins.	Employee paid insurance	183.61	
30149	7/8	Kristi Cousens	Refund Check	178.46	
30150	7/8	DMV Renewal	Registration renewal for trailer	7.50	2.50
30151	7/8	Dunn-Edwards Corporation	Paint for sewer diverter valve	58.58	
30152	7/8	Eurofins Eaton Analytical Inc.	Water Analysis	760.00	
30153	7/8	Eurofins Eaton Analytical Inc.	Water Analysis	394.00	

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
30154	7/8	Fred M. Boerner Motor Co.	Unit #31 -2 wire harnesses		544.28
30155	7/8	Golden Bell Products, Inc	3 -54" Pry Bars for manhole covers & 30 gal. of degreaser		1,239.33
30156	7/8	Great America Leasing Corp.	Kyocera Copier lease	434.91	434.91
30157	7/8	Pete Hilke	Mileage reimbursement	76.72	
30158	7/8	Wendy Holloway	Mileage reimbursement	23.52	7.84
30159	7/8	Home Depot Credit Services	Misc hardware	191.17	106.50
30160	7/8	Joseph A. Huerta	Mileage reimbursement	3.82	1.28
30161	7/8	Itron, Inc	Hardware maintenance for hand held devices	596.72	198.90
30162	7/8	Kira Johnson	Turf rebate	2,800.00	
30163	7/8	KR Nida Companies	Antenna repair for Unit #1	81.50	845.67
30164	7/8	LA Dept Water and Power	Power purchased	45.17	
30165	7/8	Lands' End Corporate Sales	Employee shirts with CVWD logo	856.23	285.41
30166	7/8	Lillestrand Leadership Cons. Inc	Consulting services with Dennis Erdman and Christy Scott	727.40	727.40
30167	7/8	Los Angeles Times	Subscription renewal	53.79	17.93
30168	7/8	New Image Landscape & Design	Monthly maintenance	1,002.50	177.50
30169	7/8	Newegg, Inc.	Software license renewals	139.48	46.50
30170	7/8	Office Depot - Credit Plan	Misc supplies 06/2014	767.98	748.01
30171	7/8	Christina Olmedo	Reimbursement exam fee Grade 2	465.00	
30172	7/8	Paper Cuts, Inc	Paper shredding	26.88	26.87
30173	7/8	Paveco Construction Inc	List 75J - various paving locations	33,060.78	
30174	7/8	Plumbers Depot Inc	Tracks for sewer camera		910.13
30175	7/8	Ramco	Crushed base	2,425.31	
30176	7/8	Rassac Air Systems	Repair to main office a/c	187.18	62.40
30177	7/8	Red Wing Shoe Store	Safety Boots David Rawlings	161.99	53.99
30178	7/8	Serge's Automotive	Oil change for Unit #23A	52.48	17.50
30179	7/8	Louise Simonds	Refund Check	77.19	
30180	7/8	Smog Boy	Smog Unit #7	45.00	15.00
30181	7/8	Still Mor Automotive Inc.	Unit #6 -Struts & shocks		825.86
30182	7/8	Sully-Miller Contracting Co.	Cold mix	1,019.78	
30183	7/8	SWRCB Accounting Office	Certification Grade D-2 for Christina Olmedo	80.00	
30184	7/8	SWRCB Accounting Office	Certification renewal Grade D-2 for Alex Sandoval	80.00	
30185	7/8	The Gas Company	Gas purchased office 06/2014	14.39	4.80
30186	7/8	Toro's Lawnmower & Garden	Oil & filter for new motor on Emergency Response trailer	53.68	17.90
30187	7/8	Tri-State Seminar	Registration for Tri State Seminar - 5 employees	285.00	190.00

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
30188	7/8	Tri-Xecutex Corp	Alarm security main office, plant and Mills	243.00	81.00
30189	7/8	Underground Service Alert/SC	Underground notifications	104.62	34.88
30190	7/8	Univar USA Inc	1065 gal.bleach/Mills/Glenwood	1,784.69	
30191	7/8	Verdugo Hills Urgents Care	Pre-employment exam for Crysta Ross	82.50	27.50
30192	7/8	Vision Service Plan Co-(CA)	Vision insurance for 07/2014	264.55	176.36
30193	7/8	Waste Management - Sun Valley	Disposal for Glenwood	643.00	214.32
30194	7/8	Water Well Redevelopers Inc	E-934 - Video log well #8	750.00	
30195	7/8	Wil-Power Battery &DC Special	10 -PLC batteries	1,015.51	
30196	7/8	Yale Chase Materials Inc	Emergency brake repair for Unit #17	260.17	86.71
30197	7/16	ABC Auto Electric	Repair left rear lighting Unit #36	56.25	18.75
30198	7/16	Carlos R. Alvarez	Longevity pay for 25 years of service	187.50	62.50
30199	7/16	AMEC Environment & Infrastructure, Inc.	M-903A - Storm recharge feasibility study	3,190.89	
30200	7/16	American Van Equipment, Inc.	Light brackets for unit #44	60.82	20.27
30201	7/16	ARC	Monthly billing bond plot	606.83	202.28
30202	7/16	AT&T	Phone service Office, Glenwood and Mills	750.13	266.24
30203	7/16	Regino Avalos	Well #8 -Trim tree & shrubs	300.00	
30204	7/16	AW Direct, Inc	Tie downs	239.43	79.79
30205	7/16	BC Laboratories, Inc	Water analysis	2,501.25	
30206	7/16	BC Laboratories, Inc	Water analysis	3,034.70	
30207	7/16	BC Laboratories, Inc	Water analysis	2,439.00	
30208	7/16	Coastline Equipment Co.	Unit #15 -Repairs	1,021.16	340.38
30209	7/16	Direct Connection	Printing of annual Water Quality reports	1,333.17	1,333.16
30210	7/16	Do-it Center	Misc hardware 06/2014	280.49	161.94
30211	7/16	First Choice	Coffee service plant	89.08	89.08
30212	7/16	Grainger	Misc supplies	146.42	127.94
30213	7/16	Hamilton Tool & Engineering	Lamp base plate for Unit #44	49.05	16.35
30214	7/16	Houston Irrigation Services, LLC	2 -Custom gorilla cage backflow covers M-903A	1,300.00	
30215	7/16	KR Nida Companies	Unit #6 -Antenna/speaker/switch/labor		453.66
30216	7/16	L.A. County Dept. Public Works	Excavation permit	2,472.00	
30217	7/16	O'Reilly Auto Parts	Tie down straps Unit #44	41.67	13.89
30218	7/16	Pacific Tek, Inc.	25' -4" hose and filter for hydroexcavator trailer	540.78	420.10
30219	7/16	Plumbers Depot Inc	2 - 1/2 " couplers with shut off		98.41
30220	7/16	Shell	Gas purchased 06/2014	1,797.08	599.03
30221	7/16	Staples Business Advantage	Misc supplies	34.30	34.29

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
30222	7/16	Star Brite Bldg. Maintenance Inc	Janitorial service 07/2014	618.75	206.25
30223	7/16	Sully-Miller Contracting Co.	5 tons of cold patch	501.19	
30224	7/16	The Gas Company	Gas purchased Mills house	9.51	3.17
30225	7/16	Trench Shoring Company	Trench plate rental	1,242.50	
30226	7/16	UPS	Shipping charges plant	13.02	13.01
30227	7/16	Western Water Works	1000'- 1"plastic pipe; 1" copper discs; 24 sets of breakaway bolts; 8" butterfly valve for Encinal A	1,592.71	24.85
30228	7/16	Wil-Power Battery &DC Special	4 - 12 volt batteries	195.76	
30229	7/17	Ron Mitchell	Health Reimbursement	249.61	166.41
30230	7/17	Christy Joana Scott	Health Reimbursement	308.44	205.63
30231	7/23	ACWA/JPIA	Health insurance for 08/2014	32,889.24	21,926.16
30232	7/23	Aflac	Employee paid insurance	1,363.73	
30233	7/23	Airgas USA, LLC	Monthly cylinder rental	173.13	173.12
30234	7/23	AIS Speciality Products, Inc.	Grime Gobblers	305.64	305.64
30235	7/23	American Water Works Assoc.	Water Education Seminar 2014 Raymond Dodge	260.00	
30236	7/23	AT&T	Phone Charges 06/30/2014 PRI Usage	1,281.82	427.28
30237	7/23	AT&T Mobility	Cell phone charges 06/2014	1,538.59	512.84
30238	7/23	Vanessa Averion	Refund Check	16.10	
30239	7/23	BC Laboratories, Inc	Water analysis	1,515.00	
30240	7/23	Blastco Inc.	E-936 Edmund 1 roof replacement	103,051.73	
30241	7/23	Maria Bogdanoff	Turf rebate	1,650.00	
30242	7/23	Manuel Buelna	Turf rebate	2,500.00	
30243	7/23	Larry Byers	Reimbursement for flat tire on Unit #1	105.49	35.16
30244	7/23	CA Utility Executive Mgmt Association	Membership renewal -Ron Mitchell & Dennis Erdman	600.00	200.00
30245	7/23	CDW Government, Inc	Microsoft licensing renewals	4,224.65	1,408.21
30246	7/23	Choice Pest Control	Monthly billing Glenwood	194.75	90.25
30247	7/23	City of Los Angeles	O & M and Capital Portion of Asssc		133,918.00
30248	7/23	Complete Mobile Detailing	Cost to wash District vehicles	356.25	118.75
30249	7/23	Consolidated Elec. Distributor	Misc. electrical supplies	686.00	
30250	7/23	Corporate Telecomm	Land line lease	175.54	58.49
30251	7/23	Costco Wholesale Membership	Membership renewal	123.75	41.25
30252	7/23	Crescenta Valley Tow Service	Tow Unit #13	79.50	26.50
30253	7/23	Dataprose LLC	Pringtring and Postage Controls 1-4	1,515.34	1,515.33
30254	7/23	Dell Marketing L.P.	Lease contract	440.26	146.75

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
30255	7/23	DLT Solutions, LLC	Autodesk annual subscription	5,733.35	1,911.12
30256	7/23	Eurofins Eaton Analytical Inc.	Water analysis	2,698.00	
30257	7/23	Gregory Foley	Turf rebate	3,400.00	
30258	7/23	Foothill Municipal Water	Water delivery	304,254.67	
30259	7/23	G.M. Sager Construction Co. Inc	S-901 - Paving Diverter Valve		4,400.00
30260	7/23	Grainger	Miscellaneous cleaning supplies	38.83	12.94
30261	7/23	Hamilton Tool & Engineering	Copper key fobs	40.88	40.87
30262	7/23	Just Tires, Inc.	Unit #14 -Replace tire	122.71	40.90
30263	7/23	KR Nida Companies	Radio & install in Unit #44	560.62	327.78
30264	7/23	L.A. County Dept. Public Works	Excavation permit for E-921	5,118.97	
30265	7/23	Lagerlof, Senecal, Gosney & Kr	Legal services 06/2014	4,983.75	1,250.00
30266	7/23	Lincoln Financial Group	Life and Dental insurance for 08/2014	2,841.46	1,894.30
30267	7/23	Mimecast North America, Inc.	E-mail security	150.00	50.00
30268	7/23	Napa Auto Parts	Mud flap on Unit #25 - wiper blades on Unit #1	115.78	38.59
30269	7/23	New Image Landscape & Design	Monthly maintenance	1,002.50	177.50
30270	7/23	New Pig Corp.	All Purpose Wipes	99.41	99.40
30271	7/23	Newegg, Inc.	New workstation; storage; repair parts; and 4 monitors	4,084.95	1,361.65
30272	7/23	Paveco Construction Inc	List 75H-various paving locations	7,923.25	
30273	7/23	Red Wing Shoe Store	Safety boots for Tyler Smith	107.69	35.90
30274	7/23	Donald Robertson	Turf rebate	750.00	
30275	7/23	Rush Truck Center of Cal Inc,	Unit #25 -New batteries, brakes, transmission service, oil change and radiator flush	5,438.49	1,812.83
30276	7/23	Elias Saba	Turf rebate	3,800.00	
30277	7/23	Leslie Showalter	Refund Check	52.42	
30278	7/23	Springbrook Software	Annual Maintenance FY2014/15	9,640.76	3,213.58
30279	7/23	Staples Business Advantage	Misc Supplies	12.94	12.94
30280	7/23	Still Mor Automotive Inc.	Cost to repair air conditoner on Unit #12	105.36	35.12
30281	7/23	Sully-Miller Contracting Co.	10 tons of cold patch	1,068.00	
30282	7/23	Talley Corp.	Telemetry hardware and 300' of coax cable	403.00	
30283	7/23	Madeline Thomason	Turf rebate	1,500.00	
30284	7/23	Trench Shoring Company	M-943 - steel plate for O/V and Foothill	660.00	
30285	7/23	United Traffic Service & Supply	M-944 Mini message board rentals	1,185.27	
30286	7/23	Univar USA Inc	1555 gal.bleach/Mills/Glenwood	2,641.13	

Check#	Check Date	Payable To	Description	Water Amount	Wastewater Amount
30287	7/23	Wells Fargo Card Services	Erdman:Water for main break; Monk Hill tour lunch; treats for board meeting	114.97	24.39
30288	7/23	Wells Fargo Card Services	Gould:AWWA books; file hanging clamps; drinks for crews on main break; Wall St. Journal subscription	432.64	175.56
30289	7/23	Wells Fargo Card Services	Hass: Monthly recurring charges; misc computer hardware	227.54	75.83
30290	7/23	Wells Fargo Card Services	Mitchell: CUEMA Conf. registration	412.50	137.50
30291	7/23	Wells Fargo Card Services	Scott: WET meeting refreshments	236.25	
30292	7/23	Western Water Works	E-733-CS 2 - ClaValves with electronic controls; Poly plastic gaskets	19,645.06	
30293	7/25	Marathon Industries, Inc.	Valve truck body swap (Unit #24 to Unit #12)	1,006.50	335.50
Subtotals				769,126.02	223,252.43
Grand Total of Disbursements for July 2014					992,378.45

PAYROLL REPORT
July-14

Directors	\$	1,260
Office Regular Payroll	\$	126,067
Office OT	\$	542
Plant Regular Payroll	\$	92,579
Plant OT and Standby	\$	16,082
Employer Payroll Taxes	\$	17,649
Payroll Service Charges	\$	364
Total	\$	<u>254,543</u>

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Item No. 1

August 12, 2014

To: Honorable President and Members of the Board of Directors

From: Ron L. Mitchell – Secretary-Treasurer

Subject: Rate Relief for 2203 Crescent Ave., Montrose

ACTION ITEM:

1. **Rate Relief from High Water Bill** – Consideration and possible action to grant a request for permanent rate relief from high water bills by Mr. George Solymar at 2203 Crescent Ave.

BACKGROUND:

Mr. George Solymar owns the property located at 2203 Crescent Ave. and uses a lot of water on his property and has previously addressed the Board about his situation and asked the Board for relief in January 2014. He has sent staff an email (copy enclosed) requesting again that the Board consider billing his account at either tier 2 or tier 3 rates or find some other alternative that is workable for both sides.

Mr. Solymar wrote a letter dated November 4, 2013 (copy enclosed) which was provided to the Board for the January 7, 2014 meeting, and explained that his high water usage is due to the irrigation needs of his property. Staff reviewed his account history and found notes where Mr. Solymar said that he must water for fire control as mandated by the county. Mr. Solymar informed staff that he did not have any leaks to report that would contribute to the high consumption and asked that his bills be recalculated at tier 2 rates.

The Board discussed Mr. Solymar's request at the January 7th Board meeting and requested that a water audit be conducted, staff provide information pertaining to turf rebates, and daily meter readings to see if consumption returned to normal. The water audit was conducted on Thursday, January 16th and it showed that there was overspray, some clogged sprinkler heads, and areas where there was a mixture of plants that require different levels of watering. It also showed that there was a lack of water saving devices inside the home including toilets, shower heads, and aerators. Staff has spoken with the Solymars about turf rebates and the use of native landscaping. During the audit, Mr. Solymar informed staff, and Director Tejeda who was present during the audit, that he is watering a portion of the hillside that is not his property. He says that this land was saved by Assemblyman Schiff from a housing project and that the land is supposed to be turned into a park. Staff noted that there are rain birds on this area and that they show rust which could be a result of leaking during watering.

The Policy Committee met on January 14, 2014 to discuss the issue of large lots and the request by Mr. Solymar to have his consumption billed at tier 2 rates. The Committee did not feel it was fair to District customers to subsidize Mr. Solymar's usage by rebilling his consumption at tier 2 rates, especially since his consumption is always in tier 3 and/or tier 4 for each billing cycle. The Committee did support recalculating his tier 4 consumption at tier 3 rates. Staff performed these calculations and it would result in lowering his bills by \$160.58 for the 9/15/13 billing cycle and \$152.81 for the 11/15/13 billing cycle for a total credit of \$313.39.

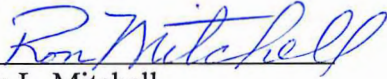
At the January 21, 2014 meeting, the Board discussed Mr. Solymar's request and decided not to reduce the tier 4 consumption to tier 3 rates, but instead granted him a one-time adjustment of \$300 or the equivalent of a maximum leak adjustment. Staff has included a 5-year usage history for the property

that shows that even after the Board had discussion with Mr. Solymar about curtailing his water usage at the January 21st meeting; his usage has increased significantly in each of the three billing cycles since the adjustment was granted.

RECOMMENDATION:

Staff has no recommendation for this request.

Prepared by:



Ron L. Mitchell
Secretary-Treasurer

Submitted by:



Dennis Erdman
General Manager

g:\management\board meeting staff reports\2014\08-12-14 board memo - relief request 2203 Crescent Ave..docx

Ron Mitchell

From: jugs15@juno.com
Sent: Tuesday, August 05, 2014 3:18 PM
To: Ron Mitchell
Subject: Oversize residential lot

Dear Mr. Mitchell and Members of the Board...

We are aware and understand the current water shortage in California and Western States.

This is to request that we be added to your agenda at your upcoming Board Meeting on August 12, 2014 to find a permanent solution for our 24,000 sq.ft. parcel that needs watering in order to preclude further loss the ground cover, loss of additional trees and to prevent fire hazard.

We have asked in the past for a permanent solution that is workable and there was some discussion on capping our rate at either Tier #2 or #3.

Please consider that most of our water is used for the lawn and it does percolates back into the ground.

Possibly a sub-meter at our house would identify the amount of water NOT USED for the lawn.

We are sure you are aware that we were granted a partial one time adjustment of \$300.00 for we are grateful.

We have been living here for 26 years and hopefully we find a mutually acceptable long term solution.

Please acknowledge your receipt via return email.

Sincerely,

Judith and George Solymar
2203 Crescent Avenue
Montrose, CA 91020
818.957.2739
jugs15@juno.com

The #1 Worst Carb Ever?

Click to Learn #1 Carb that Kills Your Blood Sugar (Don't Eat This!)
FixYourBloodSugar.com

Judith and George Solymar
2203 Crescent Avenue Montrose, CA 91020

Tel: 818.957.2739

RECEIVED

NOV 18 2013

CRESCENTA VALLEY
WATER DISTRICT

November 4, 2013

Mr. Dennis Eardman, General Manager
CRESCENTA VALLEY WATER DISTRICT
2700 Foothill Blvd.
La Crescenta, CA 91214-3590

Subject: Account Number: 019393-000

Dear Mr. Eardman:

We have been CVWD customers since 1988, attended a few of your open meeting over the years, yet this is the most difficult subject for us. When I came to your office to discuss our bill Ms. Leddy was very nice and suggested that I write this letter and explain our situation to you.

Our bi-monthly water usage the last twelve months varied between 45,000 gallons and peaked at 112,000 gallons in September due to recent heat wave – resulting in a \$1,023.47 water bill.

Obviously, even the lower amount of water usage provided for all our daily household needs - but still included some usage of the sprinklers at a reduced level during the winter period ending in January 2013. We are both retired and living on our Social Security income. With our children grown it's only my wife and I who occupy our home.

Conversely, our 23,000 sq. feet of hillside grounds needed extended watering during the summer and must be kept from becoming a fire hazard – so that is responsible for the high usage.

Therefore, this is to request, please consider and allow us to be billed at Tier 2 since most of our water use is for irrigation, preventing fire hazard and is returned into the ground, and not into the sewer system.

We welcome the opportunity to discuss possibly a sub-meter at our home to record exactly how much of the total water usage is consumed in the house and in the yard.

Thanking you in advance





USAGE HISTORY

08/06/2014 - 10:40 AM

Current Customer: 019393-000

Established On: 2/1/1985

Route # 44

Name: GEORGE SOLYMAR

Address: 2203 CRESCENT

Meter #: 69184015

Meter Size: .75

Status: A

U/M: Gallons

Meter Install Date: 9/22/2008

2014		2013		2012		2011		2010	
Jan	62	Jan	20	Jan	50	Jan	38	Jan	53
Feb	0	Feb	0	Feb	0	Feb	0	Feb	0
<i>↑ 27%</i> Mar	89	Mar	70	Mar	46	Mar	42	Mar	14
Apr	0	Apr	0	Apr	0	Apr	0	Apr	0
<i>↑ 40%</i> May	66	May	47	May	44	May	38	May	47
Jun	0	Jun	0	Jun	0	Jun	0	Jun	0
<i>↑ 64%</i> Jul	77	Jul	47	Jul	51	Jul	64	Jul	78
Aug	0	Aug	0	Aug	0	Aug	0	Aug	0
Sep	0	Sep	112	Sep	72	Sep	41	Sep	64
Oct	0	Oct	0	Oct	0	Oct	0	Oct	0
Nov	0	Nov	109	Nov	73	Nov	52	Nov	56
Dec	0	Dec	0	Dec	0	Dec	0	Dec	0

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No. 2
August 12, 2014

To: Honorable President and Members of the Board of Directors
From: Ron L. Mitchell – Secretary-Treasurer
Subject: Claim for Damages – Narbik Khachatoorian

AGENDA ITEM

Claim for Damages – Consideration and motion regarding a Claim for Damages from Narbik Khachatoorian (Wishy Washy Laundromat) due to the main break at Verdugo Rd. and Honolulu Ave.

BACKGROUND:

On July 1, 2014 at 9:30 am, CVWD received a call about a water main break at the intersection of Honolulu Ave, Montrose Ave and Verdugo Road. Upon arrival at the site, crews observed water rushing out of a sink hole located in the westbound lane of Verdugo Road. Crews were dispatched to locate and close the nearest valves to stop the water flowing from CVWD's 12-inch water main. The valves were closed by 10:00 am but not completely so that water would not back up into the pipeline.

A contractor doing a project for the City of Glendale Public Works Department was performing horizontal drilling underneath and across Verdugo Road to install a 3-inch PVC electrical conduit. The contractor's drilling machine hit and punctured CVWD's 12-inch water main. The pressure and velocity of the water flow undermined the asphalt/concrete (AC) pavement and created a sink hole in the street. The water flow continued southerly on Verdugo Road through a construction site for a new right turn lane and into a catch basin on Broadview and Verdugo. The volume of water overflowed the catch basin and continued down Verdugo to the catch basin at Sun View Dr.

Mr. Narbik Khachatoorian, owner of Wishy Washy Laundromat located on Honolulu Ave., said that as a result of the main break he has had to replace several water valves in the washing machines at a cost of \$1,653.26 due to debris that was stirred up because of the break. This particular area has had a history of sand in the water main and Wishy Washy Laundromat has had issues in the past. Several years ago they installed filters in their system to help reduce the amount of sand that entered their facility. Although the filters are in place, the amount of debris was substantial and the filters could not keep some from passing into the washing machines and damaging a number of valves.

The District's policy on claims for damages (Article 19 of the Rules and Regulations Manual) is as follows:

ARTICLE 19: POLICY REGARDING CLAIMS

19.01 GENERAL

From time to time people present claims against the District under the Government Tort Claims Act. Many of these claims are for property damage and the District's insurance carrier allows the District the option of settling or denying certain covered claims not involving bodily injury. Therefore, the Board has adopted the following categories and guidelines in the handling of said claims against the District.

19.02 REVIEW OF CLAIMS

The General Manager or District's Attorney shall review all claims for sufficiency and timeliness. The General Manager or the Attorney is authorized to return insufficient or late claims.

19.03 CLAIMS OF \$1,000 OR LESS

The General Manager is authorized to perform the functions of the Board with respect to claims of \$1,000 or less and not involving bodily injury. These functions include but are not limited to, ruling on the sufficiency, reasonableness, or timeliness of claims; returning insufficient or late claims; allowing, compromising, or settling claims; and presenting claims to the District's insurance carrier. On the written order of the General

Manager, the District shall pay the amount for which these claims have been allowed, compromised, or settled.

19.04 CLAIMS GREATER THAN \$1,000 BUT NOT MORE THAN \$5000

All legally sufficient claims against the District not involving bodily injury in amounts greater than \$1,000 but not more than \$5000 shall be presented to the Board at a Board Meeting. The Board may perform such functions with respect to these claims set forth under Article 19.03 above. The District shall pay the amount for which these claims have been allowed, compromised, or settled.

19.05 CLAIMS GREATER THAN \$5000 OR INVOLVING BODILY INJURY

The District shall immediately refer all claims greater than \$5000 or those involving bodily injury directly to its insurance carrier. However, after such consultation with the District's insurance carrier as may be appropriate in the particular case, the General Manager or District's Attorney may review the claim and the Board may consider or act on the claim, if to do so would be in the best interests of the District.

19.06 CLAIM FORM

A Standard District Claim Form, as revised from time to time and approved by the Board is included in Appendix C herein.

Per this policy, the Board may allow the claim and direct staff to pay the amount of the claim, deny the claim, or direct staff to present this claim to our insurance carrier (ACWA/JPIA) to handle.

RECOMMENDATION:

It is recommended that the Board of Directors accept this claim and authorize the payment of \$1,653.26 to Narbik Khachatoorian to settle the matter. Also, staff will add this amount to any claim that the District may file with the City of Glendale related to the main break mentioned above.

Prepared by:



Ron L. Mitchell
Secretary-Treasurer

Submitted by:



Dennis A. Erdman
General Manager

RECEIVED

CRESCENTA VALLEY WATER DISTRICT CLAIM FORM

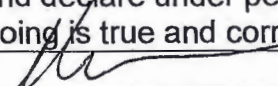
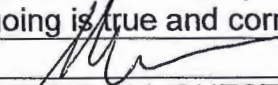
JUL 23 2014

CRESCENTA VALLEY
WATER DISTRICT

To Be Presented By The Claimant Or By A Person Acting On His Behalf

1	Name, mailing address, and phone number of claimant.		
	Name: <u>Narvik Khachatourian</u>		
	Address: <u>P.O. Box 705 Verdugo City, Ca 91046</u>		
	Phone Number(s): <u>(818) 621-1128</u>		
	CVWD Account No. (If applicable): <u>025184-000</u>		
2	Name, address, and phone number of any witnesses.		
	Name:		
	Address:		
	Phone Number(s):		
3	List the date, time, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.		
	Date: <u>7-1-14</u> Time: Place:		
	Tell What Happened (give complete information):		
	<u>Due to Water main & Break Verdugo</u>		
	<u>I had to Replace the water valves in washing machines</u>		
4	Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.		
5	Give the name or names of the District employee or employees causing the injury, loss, or damage, if known.		
6	Check one, if applicable.		
	Claimant is OWNER of the property at the place of occurrence.	☐	
	☒ Claimant is TENANT of the property at the place of occurrence.	☐	
7	If you have insurance that may cover this claim, provide the information requested below.		
	Insurance Company Name:	Policy Number:	
	Insurance Company Address:		
	Agent Name:	Phone Number:	

CRESCENTA VALLEY WATER DISTRICT CLAIM FORM

8	If the actual amount of your claim is less than \$10,000, indicate the exact amount of your claim, and if possible show specific itemization and/or include copies of any documents in support thereof. IF THE AMOUNT OF THE CLAIM EXCEEDS \$10,000, NO DOLLAR AMOUNT SHOULD BE INCLUDED IN THIS CLAIM FORM. HOWEVER, IT IS NECESSARY TO INDICATE WHETHER THE CLAIM WOULD BE A LIMITED CIVIL CASE. (A limited civil case would be a claim for less than \$25,000.) \$ 1,653.26
9	Claimant Certification. Both the owner and tenant (if applicable) should sign to verify that this represents the entire claim. Owner: I certify and declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Signature:  Date: 7/23/14 Time: 3:50 pm Tenant: I certify and declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Signature:  Date: 7/23/14 Time: 3:50 pm ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT.

INVOICE

Page: 1



AUTOMATED LAUNDRY
428 N. MOSS ST.
BURBANK, CA 91502
(818) 846-7242

Crescenta Valley Water District
2700 Foothill Boulevard, La Crescenta, California 91214
Phone (818) 248-3925 Fax (818) 248-1659

Directors

Judy L. Tejada
Kathleen M. Ross
James D. Bodnar

INVOICE NUMBER: 0054461-IN

INVOICE DATE: 07/18/2014

Officers

ORDER NUMBER: 0054461-IN
ORDER DATE: 07/18/2014
SALESPERSON: Kenneth E. Putnam
General Manager
Ron E. Mitchell
Secretary/Treasurer

CUSTOMER NO: 0000145

SOLD TO:
NARBIK KHACHATOORIAN
2849 HONOLULU AVE
VERDUGO CITY, CA 91046

SHIP TO:
NICK KHACHATOORIAN
2849 HONOLULU AVE
VERDUGO CITY, CA 91046

CONFIRM TO:

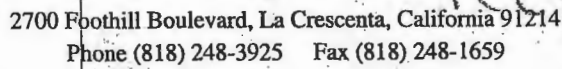
CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS DUE ON RECEIPT			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SQ-201402P VALVE, MIXING 120V 60HZ	EACH	2.00 WHSE: 000	2.00	0.00	24.45	48.90
BMC-PAR-796 VALVE,STEAM,DIN COIL, 3/4 INCH	EACH	2.00 WHSE: 000	2.00	0.00	146.00	292.00
WS-823492G DIAPHRAGM SALE	EACH	5.00 WHSE: 000	5.00	0.00	1.99	9.95
9379-183-001 VALVE,WATER,T400/600	EACH	15.00 WHSE: 000	15.00	0.00	16.00	240.00
AR-50-L72SS 6' S/S FILL HOSE	EACH	2.00 WHSE: 000	2.00	0.00	12.95	25.90

THANK YOU FOR YOUR BUSINESS
NO RETURN OR REFUND ON ELECTRICAL PARTS!

Total

Net Invoice: 616.75
Less Discount: 0.00
Freight: 0.00
Sales Tax: 55.51
Invoice Total: 672.26
Less Deposit: VISA 304.15

I HEREBY ACCEPT ABOVE PERFORMANCE, AND CHARGES, AS BEING SATISFACTORY AND ACKNOWLEDGE THAT EQUIPMENT HAS BEEN LEFT IN GOOD CONDITION.



Directors
Judy L. Tejeda
Kathleen M. Ross

DATE ORDERED 7 / 14		Kenneth K. Rutnam Officers	
☐ SERVICE	☐ PICKUP	Dennis R. Herman, F.F.	
☐ INSTALL	☐ DELIVER	General M. J. Miller	
REPAIR IN ☐ HOME	☐ R.O.C.	Ron C. Mitchell	
☐ SHOP	☐ CHARGE	Secretary-Treasurer	
PHONE			
SERIAL #			
DATE PROMISED			
☐ WARRANTY		☐ CONTRACT	
☐ ESTIMATE			

NAME Wishy WASHY		REPAIR IN ☐ HOME ☐ SHOP		Karl C. O'D. Secretary-Treasurer ☐ CHANGE	
ADDRESS 2849 Honolulu		PHONE			
CITY, STATE, ZIP Verdugo city					
MAKE		MODEL		SERIAL #	
SERVICE REQUESTED				DATE PROMISED	
				☐ WARRANTY ☐ CONTRACT ☐ ESTIMATE	

[illegible]

I HEREBY ACCEPT ABOVE PERFORMANCE, AND CHARGES, AS BEING SATISFACTORY AND ACKNOWLEDGE THAT EQUIPMENT HAS BEEN LEFT IN GOOD CONDITION.

CUSTOMER'S SIGNATURE

TECHNICIAN'S SIGNATURE _____

THANK YOU!

03-11

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No. 3
August 12, 2014

To: Honorable President and Members of the Board of Directors
From: Ron L. Mitchell – Secretary-Treasurer
Subject: **Claim for Damages – Melissa Stevens**

AGENDA ITEM

Claim for Damages – Consideration and motion regarding a Claim for Damages from Melissa Stevens for the loss of their lawns due to discontinuation of watering.

BACKGROUND:

Melissa Stevens is the property owner at 3123 Los Olivos and opened her account with the District on November 1, 2013. The first billing period was from 11/1/13 thru 12/31/13 and she used 18 units of water. The second billing period was from 1/1/14 thru 2/28/14 and the consumption was 13 units of water.

The third billing period was from 3/1/14 thru 4/30/14 and the consumption was billed at 28 units of water based upon an estimation due to the access to the meter was unavailable because of a car parked over the meter. Staff tried twice to obtain an actual reading, but in each case we were not able to do so. The estimation was based upon the last three years consumption for the property and not the usage for this particular customer. This practice is used so we can use the actual period in question over a three year period of time. Also during this period Ms. Stevens indicates in her letter, shown as attachment A, that they re-sodded their front and back lawns and used more water to establish the new lawns.

Ms. Stevens never contacted the office in regards to the larger bill for the 3/1/14 thru 4/30/14 billing period to ask why the bill was higher than previous periods. In fact, she told the Customer Service Supervisor (Wendy Holloway) that she talked to her neighbors about their bills and were told that the District would not do anything to help them and then made the decision to stop watering the grass completely.

When reading for the 5/1/14 thru 6/30/14 billing period, staff noticed that the reading was lower than the read for the previous billing period because of the estimation of consumption. Since the billing system does not allow for negative billings, the ending reading was adjusted back to actual in the billing system so the consumption for the next period would be reflected accurately. The results of this action are that the customer was billed only for the base service charge and sewer charge for the period ending 6/30/14 with zero consumption. At that point staff recalculated the billing charges for the previous period and issued a credit to the account.

Upon receipt of the bill for the period 5/1/14 thru 6/30/14, Ms. Stevens finally contacted Wendy Holloway to discuss the situation. Wendy explained what happened to cause a zero consumption bill and why the 3/1/14 thru 4/30/14 was estimated. Ms. Stevens said that she felt that the District was responsible for them not watering their lawns and said she wanted us to pay to have her property restored to the previous condition before they stopped watering. Wendy said that the District is not responsible for them discontinuing watering their property and they would have to file a claim with the Board of Directors who would be the ones to make a decision upon this request.

The District's policy on claims for damages (Article 19 of the Rules and Regulations Manual) is as follows:

ARTICLE 19: POLICY REGARDING CLAIMS

19.01 GENERAL

From time to time people present claims against the District under the Government Tort Claims Act. Many of these claims are for property damage and the District's insurance carrier allows the District the option of settling or denying certain covered claims not involving bodily injury. Therefore, the Board has adopted the following categories and guidelines in the handling of said claims against the District.

19.02 REVIEW OF CLAIMS

The General Manager or District's Attorney shall review all claims for sufficiency and timeliness. The General Manager or the Attorney is authorized to return insufficient or late claims.

19.03 CLAIMS OF \$1,000 OR LESS

The General Manager is authorized to perform the functions of the Board with respect to claims of \$1,000 or less and not involving bodily injury. These functions include but are not limited to, ruling on the sufficiency, reasonableness, or timeliness of claims; returning insufficient or late claims; allowing, compromising, or settling claims; and presenting claims to the District's insurance carrier. On the written order of the General Manager, the District shall pay the amount for which these claims have been allowed, compromised, or settled.

19.04 CLAIMS GREATER THAN \$1,000 BUT NOT MORE THAN \$5000

All legally sufficient claims against the District not involving bodily injury in amounts greater than \$1,000 but not more than \$5000 shall be presented to the Board at a Board Meeting. The Board may perform such functions with respect to these claims set forth under Article 19.03 above. The District shall pay the amount for which these claims have been allowed, compromised, or settled.

19.05 CLAIMS GREATER THAN \$5000 OR INVOLVING BODILY INJURY

The District shall immediately refer all claims greater than \$5000 or those involving bodily injury directly to its insurance carrier. However, after such consultation with the District's insurance carrier as may be appropriate in the particular case, the General Manager or District's Attorney may review the claim and the Board may consider or act on the claim, if to do so would be in the best interests of the District.

19.06 CLAIM FORM

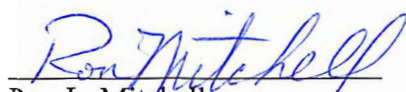
A Standard District Claim Form, as revised from time to time and approved by the Board is included in Appendix C herein.

Per this policy, the Board may allow the claim and direct staff to pay the amount of the claim, deny the claim, or direct staff to present this claim to our insurance carrier (ACWA/JPIA) to handle.

RECOMMENDATION:

It is staff's recommendation that the Board of Directors deny the claim for damages by Melissa Stevens in the amount of \$1,476.74. The District can't be responsible for their decision to stop watering their property based upon advice received from a neighbor and never contacting staff before making this decision.

Prepared by:



Ron L. Mitchell
Secretary-Treasurer

Submitted by:



Dennis A. Erdman
General Manager

JUL 29 2014

CRESCENTA VALLEY WATER DISTRICT CLAIM FORM

CRESCENTA VALLEY
WATER DISTRICT

To Be Presented By The Claimant Or By A Person Acting On His Behalf

1	Name, mailing address, and phone number of claimant.		
	Name: <u>Melissa Stevens</u>		
	Address: <u>3123 Los Olivos Lane, La Crescenta, CA 91214</u>		
	Phone Number(s): <u>626-710-3531</u>		
	CVWD Account No. (If applicable): <u>029996-000</u>		
2	Name, address, and phone number of any witnesses.		
	Name: <u>Deja Stevens</u>		
	Address: <u>3123 Los Olivos Lane, La Crescenta, CA 91214</u>		
	Phone Number(s): <u>626-807-3984</u>		
3	List the date, time, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.		
	Date:	Time:	Place:
	Tell What Happened (give complete information):		
	<u>See printed Claim comments Attached (A)</u>		
	Note: Attach any photographs you may have regarding this claim		
4	Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.		
	<u>See Attached</u>		
5	Give the name or names of the District employee or employees causing the injury, loss, or damage, if known.		
	<u>N/A</u>		
6	Check one, if applicable.		
	Claimant is OWNER of the property at the place of occurrence.	☒	
	Claimant is TENANT of the property at the place of occurrence.	☐	
7	If you have insurance that may cover this claim, provide the information requested below.		
	<u>N/A</u>		
	Insurance Company Name:	Policy Number:	
	Insurance Company Address:		
	Agent Name:	Phone Number:	

CRESCENTA VALLEY WATER DISTRICT CLAIM FORM

8	If the actual amount of your claim is less than \$10,000, indicate the exact amount of your claim, and if possible show specific itemization and/or include copies of any documents in support thereof. IF THE AMOUNT OF THE CLAIM EXCEEDS \$10,000, NO DOLLAR AMOUNT SHOULD BE INCLUDED IN THIS CLAIM FORM. HOWEVER, IT IS NECESSARY TO INDICATE WHETHER THE CLAIM WOULD BE A LIMITED CIVIL CASE. (A limited civil case would be a claim for less than \$25,000.)
	See Amount Details Attached \$1476.74 (B)
9	Claimant Certification. Both the owner and tenant (if applicable) should sign to verify that this represents the entire claim.
	Owner: I certify and declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
	Signature: <u>M. A.</u> Date: <u>7/29/14</u> Time: <u>8:00 AM</u>
	Tenant: I certify and declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
	Signature: _____ Date: _____ Time: _____
ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT.	

A List the date, time, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted:

We were billed for water usage from 3/1/14 to 4/30/14. The Bill was for **28,000 gallons**. The bill for 1/1/14 to 2/28/14 it was only **13,000 gallons**. We could not understand why the water bill more than doubled. The only thing that was different was that we watered our new grass. We have approximately 1600 sq. ft. of grass (1200 sq. ft. in the front and 400 sq. ft. in the back). Comparatively, my neighbors have more than 2000 sq. ft. of grass and their bill was only 22 gallons. We thought there must have been a leak in the sprinklers to cause the usage to more than double and be much greater than our neighbor's bill.

We brought in a plumber and had him look at the sprinklers for a leak. He could not find one. However, he warned that a leak might be too far down for him to see. We decided that we cannot afford \$235 per month for a water bill, so we stopped watering the grass completely. We were new homeowners and did not know what else to do. We do not have that kind of money to pay for the water bill every other month. All of the new grass we planted died of course, without water.

Next, we received our bill for the usage period of 5/1/14 to 6/30/14. The usage was zero. I called immediately and asked why it was zero. They told me that they had overestimated the prior bill and therefore zeroed out our current bill. They said they never want bills to be negative. I asked how they calculated the bill for last month since it was an estimate. They said they took an average over the last 3 years of water usage in our residence. We moved in in November, so our usage was far off from the prior tenant's usage.

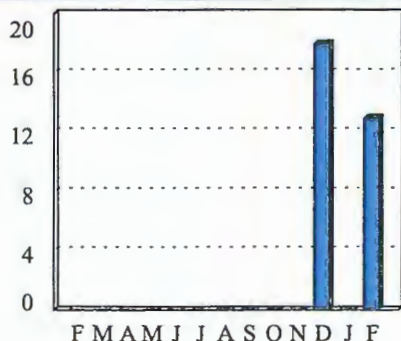
At the end of the day, we were over billed by 20,000 gallons. If we had watered the grass we would have been consistent with the prior month's bill of 13,000 gallons and could afford to pay the 13,000 gallon bill.

We did not water our grass however, and our grass is now dead. I asked what we can do to remedy the situation and Wendy the supervisor said to file a claim. She sent us the form. She said that you would be able to make us whole after the loss of grass. Please see attached for before and after pictures and also the estimate of loss.

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
029996-000	3123 LOS OLIVOS	02/28/14	04/03/14	01/01/14 to 02/28/14	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
60629131		1,152	1,165	13	0

WATER USAGE in THOUSAND GALLONS



SUMMARY OF CHARGES

Previous Balance	\$182.54
Payment on: 01/27/2014	\$(182.54)
Water Charges	
Tier 1 - 10 x \$2.22 (Basic Usage 0-10 Units)	\$22.20
Tier 2 - 3 x \$3.43 (Average Usage 11-33 Units)	\$10.29
Tier 3 - 0 x \$5.70 (High Usage 34-50 Units)	\$0.00
Tier 4 - 0 x \$8.29 (Excessive Usage 51 +)	\$0.00
FMWD Charge - 13 x \$1.90 (Imported Water Cost)	\$24.70
Fixed Service Charge	\$34.20
Sewer Charge	\$64.50
TOTAL DUE	\$155.89

In support of the Governor's drought declaration, CVWD has moved its Water Conservation Alert status to "Green Alert". CVWD is requesting residents use increased water conservation practices and limit outdoor water use to odd or even days, based on the ending number of your address. Basically, the District is asking customers to water outdoors no more than every-other-day. Watering times will remain the same with outdoor watering allowed before 9:00 a.m. and after 5:00 p.m.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

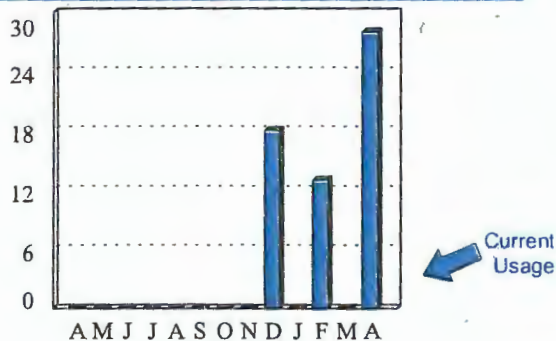
BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185

11-1-13 / 12-31-13 18 units

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
029996-000	3123 LOS OLIVOS	04/30/14	06/05/14	03/01/14 to 04/30/14	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
60629131	Read estimated:	1,165	1,193	28	0

WATER USAGE in THOUSAND GALLONS



SUMMARY OF CHARGES

Previous Balance	\$155.89
Payment on 03/24/2014	\$(155.89)
Water Charges	
Tier 1 - 10 x \$2.22 (Basic Usage 0-10 Units)	\$22.20
Tier 2 - 18 x \$3.43 (Average Usage 11-33 Units)	\$61.74
Tier 3 - 0 x \$5.70 (High Usage 34-50 Units)	\$0.00
Tier 4 - 0 x \$8.29 (Excessive Usage 51 +)	\$0.00
FMWD Charge - 28 x \$1.90 (Imported Water Cost)	\$53.20
Fixed Service Charge	\$34.20
Sewer Charge	\$64.50
TOTAL DUE	\$235.84

In support of the Governor's drought declaration, CVWD has moved its Water Conservation Alert status to "Green Alert". CVWD is requesting residents use increased water conservation practices and limit outdoor water use to odd or even days, based on the ending number of your address. Basically, the District is asking customers to water outdoors no more than every-other-day. Watering times will remain the same with outdoor watering allowed before 9:00 a.m. and after 5:00 p.m.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

RESCENTA VALLEY WATER DISTRICT
700 FOOTHILL BOULEVARD
A CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185



**CRESCENTA VALLEY
WATER DISTRICT**
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590

ACCOUNT NUMBER

029996-000

SERVICE ADDRESS

3123 LOS OLIVOS

DUE DATE

08/07/14

BILLING PERIOD

05/01/14 to 06/30/14

TOTAL CHARGES

\$92.25

AMOUNT ENCLOSED

\$

AUTOSCH 5-DIGIT 91214 7 PS5 88559RA09-A-1
1692 1 AV 0.381



MELISSA STEVENS
3123 LOS OLIVOS LN
LA CRESCENTA CA 91214-2733

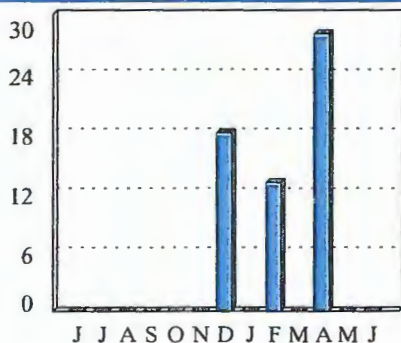
CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590



DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
029996-000	3123 LOS OLIVOS	06/30/14	08/07/14	05/01/14 to 06/30/14	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
60629131		1,193	1,193	0	0

WATER USAGE in THOUSAND GALLONS

Current
Usage

SUMMARY OF CHARGES

Previous Balance	\$235.84
Payment on 05/29/2014	\$(235.84)
Fixed Service Charge	\$34.20
Sewer Charge	\$64.50
Sewer Discount	\$(6.45)
TOTAL DUE	\$92.25

In support of the Governor's drought declaration, CVWD has moved its Water Conservation Alert status to "Green Alert". CVWD is requesting residents use increased water conservation practices and limit outdoor water use to odd or even days, based on the ending number of your address. Basically, the District is asking customers to water outdoors no more than every-other-day. Watering times will remain the same with outdoor watering allowed before 9:00 a.m. and after 5:00 p.m.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185

TOTAL LOSS:

B

Plumber:	\$ 65.00	
Sod cost backyard:	\$ 282.35	400 sq ft
Sod cost front yard:	\$ 1,129.39	1200 sq ft
TOTAL DAMAGES:	\$ 1,476.74	

Before backyard:





After backyard:





Before Front yard:



After front yard:



CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No. 4
August 12, 2014

To: Honorable President and Members of the Board of Directors
From: Dennis A. Erdman – General Manager
Subject: Crescenta Commons Project

AGENDA ITEM

Claim for Damages – Consideration and motion regarding a request from the Crescenta Valley Town Council for assistance in regards to a water meter at the Crescenta Commons Project site.

BACKGROUND:

At the southwest corner of Orange Avenue and Rosemont Avenue there is an unimproved parcel adjacent to the street right-of-way. The parcel is now known as Crescenta Commons. This site was the subject of an Eagle Scout project which created a plan for development of the site for public use and enjoyment. CVWD participated in this project by providing rough grading to the site and the relocation of water infrastructure to allow for the project to proceed. The project is now in the hands of the Crescenta Valley Town Council who intend to move it forward to construction.

CVTC President Robbyn Battles has requested an opportunity to brief the CVWD Board on the status of the project and she plans to request the assistance of CVWD related to irrigation water needed at the site. The project is proposed to be landscaped with drought tolerant shrubs and ground cover. Ms. Battles provided a letter on this matter (copy of which is included) and will describe this plan in detail at the meeting. She will be requesting any assistance that CVWD can offer in providing irrigation water for the project.

As a side note, within the last two weeks, CVWD needed to perform a repair to the water main that runs under this site. When management staff learned of this repair, a request was given to the crew to install a water service at the same time since the trench was open to perform the repair. As a result, there is presently a meter box with a service connection at the site of the Crescenta Commons. The District has not installed a meter as there has not been a formal request to do so.

RECOMMENDATION:

It is staff's recommendation to refer this matter to the Board of Directors and support the Board's direction.

Prepared by:

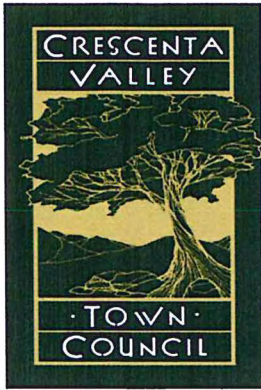


Ron L. Mitchell
Secretary-Treasurer

Submitted by:



Dennis A. Erdman
General Manager



Crescenta Valley Town Council

August 4, 2014

Crescenta Valley Water District Board of Directors

Re: Request to be placed on August 14 board agenda

Robbyn Battles
President

Harry Leon
Vice President

Michael Claessens
Recording Secretary

Danette Erickson
Treasurer

Cheryl Davis
Corresponding
Secretary

COUNCIL MEMBERS

Charles Beatty

Frank Beyt

Dr. Young Seok Suh

Kyle Studebaker

Leslie Dickson, alternate

Krista Smiley, alternate

Mariam Gabra, alternate

To whom it may concern,

The Crescenta Valley Town Council respectfully requests that we be placed on the Crescenta Valley Water Districts, August board meeting agenda.

The item I would like to address is the Crescenta Commons site located at Orange and Rosemont Avenue. The water district has aided with this project in the past. I would like the opportunity to bring them up to date as well as the future of the project inclusive of a request for permanent access to one day a week watering for the site.

Should you have any questions please do not hesitate to call, 818-388-1631.

Respectfully,

Robbyn Battles
President

CRESCENTA VALLEY WATER DISTRICT

STAFF REPORT

Action Item No. 5
August 12, 2014

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: Discussion of Amendment No. 1 for the Right of Entry Permit and License Agreement at Crescenta Valley County Park.

AGENDA ITEM:

Right of Entry Permit and License Agreement No. 000913 - Amendment No. 1 – Consideration and motion to authorize the General Manager to enter into Amendment No. 1 of the Right of Entry Permit and License Agreement No. 00913 with the County of Los Angeles for work to be performed at Crescenta Valley County Park.

BACKGROUND

In January 2003, CVWD entered into a Revocable License Agreement with the County of Los Angeles for the installation and maintenance of Monitoring Well No. 1 at Crescenta Valley County Park (CVC Park) as shown in Attachment No. 1. The monitoring well was installed as part of the Verdugo Basin Groundwater Evaluation and Monitoring study which was completed in June 2004.

In August 2012, the Revocable License Agreement was revised to a Right of Entry Permit and License Agreement (License No. 000913) to allow CVWD continued access to Monitoring Well No. 1, which is located within the Dog Park at CVC Park as shown in Attachment No. 2. The terms of the revised agreement also state that the license expires in 10 years.

In September 2013, CVWD received a Local Groundwater Assistance Grant (LGA) from the Department of Water Resources (DWR) for the Crescenta Valley County Park Stormwater Recharge Facility Study (Study). The Study necessitated that the Right of Entry Permit and License Agreement be amended with the County of Los Angeles for the proposed work at CVC Park.

DISCUSSION:

Staff has been working with personnel from the County of Los Angeles, Department of Parks and Recreation Planning Division to develop an amendment to the existing Right of Entry Permit and License Agreement as shown in Attachment No. 3.

Amendment No. 1 included expanding CVWD's licensed use of CVC Park to include elements of the Study such as a topographic survey and tree identification in CVC park, installation of two (2) flow monitoring devices, water quality sampling in the Verdugo Wash, drilling of two (2) monitoring wells, installation of a water percolation test pit, revising the notification process with County of Los Angeles, Department of Parks and Recreation, and updating CVWD's operational responsibilities.

RECOMMENDATION:

Staff has reviewed Amendment No. 1 with legal counsel and recommends that the Board of Directors authorize the General Manager to enter into Amendment No. 1 of the Right of Entry Permit and License Agreement No. 00913 with the County of Los Angeles.

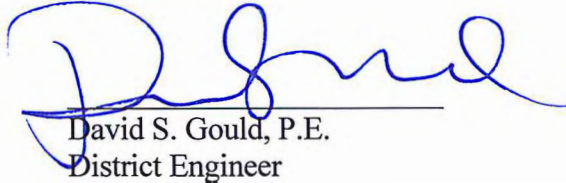
ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

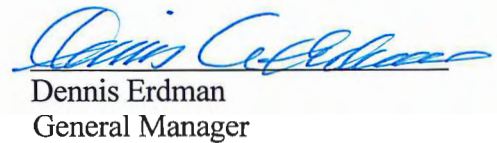
N/A

Prepared by:



David S. Gould, P.E.
District Engineer

Submitted by:



Dennis Erdman
General Manager

Attachments:

1. Revocable License Agreement dated January 2003
2. Right of Entry Permit and License Agreement (License No. 000913) dated August 2012
3. Amendment No. 1 of the Right of Entry Permit and License Agreement No. 00913

\\fscvwd\data\management\board meeting staff reports\2014\08-12-14 board memo - cvc park amend agreement.docx

attachment 1

COL-441

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 7th day of January, 2002¹³
BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County."

AND

CRESCENTA VALLEY WATER DISTRICT, a body corporate hereinafter referred to as "Licensee."

WITNESSETH:

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Licensee is desirous of using a portion of said real property;

WHEREAS, County grants to Licensee, the non-exclusive right to use the following described premises. No permanent interest in the real property subject to this License shall vest in the Licensee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES:

1.01 County hereby grants a license (License) to Licensee and Licensee hereby agrees to the terms and conditions hereinafter set forth, to enter the County's Crescenta Valley Park, located at 3901 Dunsmore Ave., La Crescenta,

1.02 The licensed Premises shall be used only by Licensee, its officers, employees, contractors, agents, and guests for the purpose of constructing, developing and testing one (1) monitoring well in the northwest corner of the Park, legally described in EXHIBIT "A" and designated as M1 on "EXHIBIT B" attached hereto. Licensee shall have the right to access the monitoring wells once per month to take groundwater elevation measurements and to collect groundwater samples.

1.03 Licensee shall make no alterations or improvements to the Premises other than the installation of the groundwater monitoring wells unless written approval is first obtained from the Chief Administrative Office (CAO). All alterations and improvements are to be made at Licensee's expense.

1.04 Licensee shall remove all personal property prior to the termination of this License and in the event of the failure to do so, title thereto shall vest in County. All alterations, additions or betterments to the Premises furnished shall become the property of County upon the termination of the License.

1.05 Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Premises in its present physical condition and agrees to make no demands upon County for any improvements or alteration thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction, in and to the Premises and covenants and agrees never to assail, contest or resist said title. This License shall be neither assignable nor transferable by the Licensee.

2. TERM:

2.01 The term of the License shall be for a period of two (2) years, commencing upon full execution of this License and terminating two (2) years thereafter.

3. CANCELLATION:

3.01 The County and Licensee reserve the right to cancel this License for any reason by providing the other party with a thirty (30) days written notice.

4. PAYMENT:

4.01 Licensee agrees to pay the County for the use granted herein a one time payment of ONE THOUSAND DOLLARS (\$1,000.00).

5. OPERATING RESPONSIBILITIES:

5.01 Compliance with Law. Licensee shall conform to and abide by all Municipal and County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction thereover.

5.02 Signs. Licensee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the CAO, whose approval shall not be unreasonably withheld.

5.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to be brought onto, stored, or remain on the licensed Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. Licensee shall be solely responsible for providing security for all of its activities on the Premises authorized by this License.

5.05 Examination of Premises. Licensee shall permit authorized representatives of the County to enter the area at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5.06 Operational Responsibilities. Licensee shall provide a Manager to ensure that all the terms and conditions specified under this License are met.

6. HOLD HARMLESS AND INDEMNIFICATION:

6.01 Licensee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

7. INSURANCE:

7.01 Without limiting Licensee's indemnification of County, Licensee shall provide and maintain at its own expense during the term of this License the following program(s) of insurance covering Licensee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to County shall be delivered to the CAO's Real Estate Division, on or before the effective date of this License. Such evidence shall specifically identify this License and shall contain express conditions that County is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance.

a. General Liability: A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County of Los Angeles as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Licensee and all risks to such persons under this License.

c. Comprehensive Auto Liability: A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS (\$300,000) per occurrence.

7.02 Conduct of the licensed activities shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS:

8.01 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises, any improvements located thereon or any uses made thereof.

9. TRANSFERS:

9.01 Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on, or vest in, Licensee any title, interest, or estate in the Premises or any part thereof, and therefore, Licensee shall not assign, hypothecate, or mortgage the Premises or any portion thereof, by, through or pursuant to this License.

10. DEFAULT:

10.01 Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License.

11. WAIVER:

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER:

12.01 Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Premises and shall remove all improvements constructed by Licensee, restore the Premises to its original condition, and deliver the Premises to County in reasonably good condition.

12.02 In the event Licensee fails to cause such removal of improvements, County, at its sole discretion, may elect to assume title thereto, or may have them removed and have the Premises restored at Licensee's expense.

13. **ENFORCEMENT:**

13.01 The CAO shall be responsible for the enforcement of this License on behalf of the County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE:**

14.01 Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES:**

15.01 Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

CRESCENTA VALLEY WATER DISTRICT

2700 Foothill Blvd.
La Crescenta, CA 91214

Attention: David S Gould P. E.
District Engineer
Telephone: (818) 248-3925
FAX: (818) 248-1659

or such other place as may hereinafter be designated in writing to the County by Licensee. Any notice served by mail upon County shall be addressed to:

COUNTY OF LOS ANGELES

Chief Administrative Office - Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

Attention: Carlos Brea
Manager, Property Management
Telephone: (213) 974-4200 / Fax: (213) 217-4968

or such other place as may hereinafter be designated in writing to Licensee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. AUTHORITY:

16.01 The person executing this License on behalf of Licensee hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

17. NONDISCRIMINATION:

17.01 Licensee certifies and agrees that all persons invited on the Premises by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and County of Los Angeles, pursuant to Los Angeles County Code Section 2.08.161 has caused this License to be executed on its behalf by the Chief Administrative Officer of said County or his designee on the day, month and year first written above.

LICENSEE:

CRESCENTA VALLEY WATER DISTRICT

Michael G. Sovich
General Manager

By: Michael G. Sovich

Date: July 22, 2002

ATTEST:

CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

By: Connie B. McCormack

Deputy

COUNTY OF LOS ANGELES

DAVID E. JANSSEN
Chief Administrative Officer

By: Sharon N. Yonashiro

SHARON N. YONASHIRO
Assistant Administrative Officer

Date: January 7, 2003

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: Francis E. Scott

Francis E. Scott, Deputy

EXHIBIT A

THAT PORTION OF LOT 12, BLOCK M OF PLAT OF SOUTHERN PORTION OF BLOCKS A, B, E, F, I, J, M, N, P, OF CRESCENTA CANADA, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 7, PAGE 68 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50.00 FEET WIDE, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTERLINE INTERSECTION OF HONOLULU AVENUE AND DUNSMORE AVENUE AS SHOWN ON TRACT NO. 23021, PER MAP RECORDED IN BOOK 623, PAGES 55 TO 57, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTH 53°20'01" WEST ALONG SAID CENTERLINE A DISTANCE OF 66.29 FEET TO AN ANGLE POINT THEREIN;

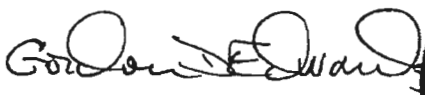
THENCE NORTH 49°20'40" WEST CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 333.78 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 40°39'20" WEST A DISTANCE OF 79.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 40°39'20" WEST A DISTANCE OF 50.00 FEET.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND OTHER EASEMENTS OF RECORD, IF ANY.

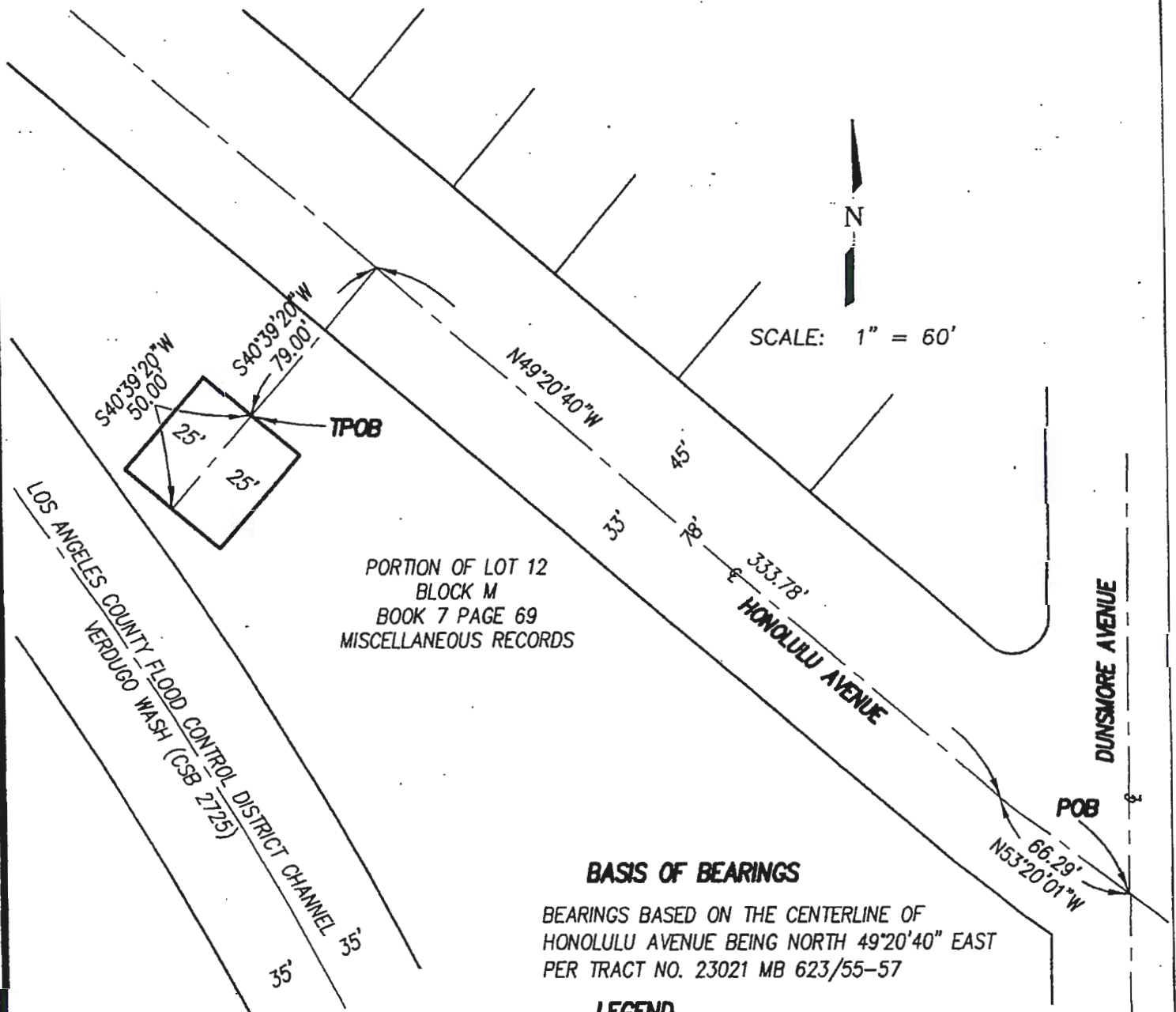
SEE EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


GORDON D. EDWARDS
P.L.S. 6678 EXPIRES 6-30-2004



853WELL1ALEGAL.DOC
11-1-2002

EXHIBIT B



BASIS OF BEARINGS

BEARINGS BASED ON THE CENTERLINE OF
HONOLULU AVENUE BEING NORTH 49°20'40" EAST
PER TRACT NO. 23021 MB 623/55-57

LEGEND

- LOT LINES
- - - STREET CENTERLINE
- EASEMENT BOUNDARY



Gordon D. Edwards



DMc Engineering
Civil • Surveying • Planning
18 Technology Drive, Suite 100
Irvine, CA 92618
(949) 753-9393 FAX (949) 753-9322

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CRESCENTA VALLEY WATER DISTRICT

MONITORING WELL M1

SHEET 1
OF 1 SHEETS

11-01-2002

JN 853

CRESCENTA VALLEY REGIONAL PARK

3901 DUNSMORE AVENUE, LA CRESCENTA, CA 91214

RIGHT OF ENTRY ACCESS PERMIT AND LICENSE AGREEMENT ("LICENSE")Licensee:

Crescenta Valley Water District
Attn: Dennis Erdman,
2700 Foothill Blvd
La Crescenta, CA 91214

Licensor:

County of Los Angeles Department of
Parks and Recreation
510 South Vermont Avenue
Los Angeles, CA 90020
Authority: L.A.C.C. 2.26.140B(3)
Expiration Date: See Section 3
Consideration: See Section 4

-
1. **PREMISES:** Licensee, its employees, contractors and agents, after execution of this License by the Director of the Los Angeles County Department of Parks and Recreation ("Director"), is hereby granted permission to enter via Dunsmore Avenue the portion of Crescenta Valley Regional Park ("the Park"), located at 3901 Dunsmore Avenue, La Crescenta, CA 91214, as shown on Exhibit "A" attached hereto and incorporated into this License.

Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the Premises, and covenants and agrees never to assail, contest or resist said title.

2. **LICENSED USE:** This License permits Licensee access to test one (1) existing monitoring well in the northwest corner of the Park, designated as M1 on Exhibit A attached to this License. Prior permission was granted to Licensee to install the monitoring well by the Chief Executive Office (formerly Chief Administrative Office), in 2003. Licensee shall have the right to access the site to perform ongoing monitoring of the well once per month to take groundwater elevation measurements and to collect groundwater samples. All water pumped to the surface during well testing must be discharged into the Verdugo Wash and not into the dog park. Licensee shall make no alterations or improvements to the Premises. Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Premises in its present physical condition and agrees to make no demands upon County for any improvements or alteration thereof. Licensee agrees that the use and premises shall be restricted solely to the permission herein given:
3. **TERM:** The term of this License commences when the License is signed by the Director and ends when the Board of Supervisors approves a new license for a

longer term. However, in no event shall the term of this license exceed ten (10) years.

4. **CONSIDERATION:** Consideration is the public benefit derived from Licensee's efforts to test groundwater at no cost to Licensors.
5. **CEQA COMPLIANCE:** The proposed project is categorically exempt from the California Environmental Quality Act according to Section 15306 of the California Environmental Quality Act Guidelines, and Class 6 of the Environmental Document Reporting Procedures and Guidelines adopted by the Los Angeles County Board of Supervisors on November 17, 1987 because the project consists of basic data collection which does not result in a serious or major disturbance to an environmental resource.
6. **NOTICES:**

Whenever provision is made for giving written notice, such notice shall be deemed to have been received if it was sent by mail and e-mailed to: Ms. Diane Thorne at dthorne@parks.lacounty.gov and Mr. David Gould at dgould@cvwd.com and addressed as follows:

To Licensors:

County of Los Angeles Department of Parks and Recreation
Attention: Diane Thorne
510 South Vermont Avenue, Room 201
Los Angeles, CA 90020-1975

To Licensee:

Crescenta Valley Water District
Attention: Dennis Erdman
2700 Foothill Blvd.
La Crescenta, CA 91214

or such other place in California as may hereinafter be designated in writing respectively by Licensors or Licensee.

7. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or relating to this License. The terms of this paragraph survive the termination of this License.
8. **GENERAL INSURANCE PROVISIONS:** Without limiting Licensee's indemnification of Licensors, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance

Coverage Requirements – Types and Limits” Section of this License. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licenser in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

- a. **Evidence of Coverage and Notice to Licenser:** Certificate(s) of insurance coverage (Certificate) satisfactory to Licenser, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee’s General Liability policy, shall be delivered to Licenser at the address shown below and provided prior to commencing services under this License.
- i. Renewal Certificates shall be provided to Licenser not less than 10 days prior to Licensee’s policy expiration dates. Licenser reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.
 - ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licenser required endorsement forms.
 - iii. Neither the Licenser’s failure to obtain, nor the Licenser’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation
Attention: Diane Thorne
510 South Vermont Avenue, Room 201
Los Angeles, California 90020

- iv. Licensee also shall promptly report to Licenser any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Licensee. Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

- b. **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- c. **Cancellation of or Changes in Insurance.** Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- d. **Failure to Maintain Insurance.** Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
- e. **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by Licensor.

- f. **Licensee's Insurance Shall Be Primary.** Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensors maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
- g. **Waivers of Subrogation.** To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensors under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- h. **Sub-Contractor Insurance Coverage Requirements.** Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensors with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensors and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensors' prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- i. **Deductibles and Self-Insured Retentions (SIRs).** Identify any deductibles or self-insured retentions (deductible/retentions) exceeding \$25,000. Deductibles/retentions exceeding \$25,000 will require the prior approval of the County Auditor-Controller. The Licensee may request approval to use a deductible/retention of more than \$25,000 by submitting the current audited financial statements for review by the County Auditor-Controller which demonstrate, at the sole discretion of the County Auditor-Controller, that the Licensee has the ability to pay the higher deductible/retention. The Licensors retain the right to require the Licensee to reduce or eliminate deductibles/retentions as they apply to the Licensors, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Licensee's retention, or, withhold payment to Licensee in the amount of all or any deductibles/retentions as the Licensors deem appropriate. Licensee's policies shall not obligate the Licensors to pay any portion of any Licensee deductible or SIR.
- j. **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.
- k. **Application of Excess Liability Coverage.** Licensee may use a combination of primary and excess insurance policies which provide

coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

- l. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- m. **Alternative Risk Financing Programs.** The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- n. **Licensor Review and Approval of Insurance Requirements.** The Licensor reserves the right to review and adjust the Required Insurance provisions conditioned upon Licensor's determination of changes in risk exposures.

9. **INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS**

- a. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury	\$ 1 million
Each Occurrence:	\$ 1 million
- b. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- c. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that Licensor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- d. **Pollution Liability** insurance to cover liability arising from sudden or accidental occurrence of a the release, discharge, escape, dispersal or emission of pollutants, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than \$ 5 million each occurrence and aggregate.

Licensee's subcontractors are required to maintain pollution liability coverage as described above; however, in lieu of the limit amount of not less than \$5 million for each occurrence and aggregate, Licensee's subcontractors shall maintain a limit of not less than \$1 million for each occurrence and aggregate.

10. OPERATIONAL RESPONSIBILITIES: Licensee shall:

- a. Comply with and abide by all applicable rules, regulations and reasonable directions of Licensor pursuant to this License.
- b. Access the Premises from 7:00 a.m. to 6:00 p.m. weekdays, except when Licensee's permitted use conflicts with scheduled Park events or activities.
- c. Provide notification via e-mail to Mr. Manuel Escobar at mescobar@parks.lacounty.gov, Agency Operations Manager, within twenty-four (24) hours of each site visit and immediately in emergencies by phone at (626) 369-5146. Dennis Erdman of Crescenta Valley Water District is Licensee's emergency contact who can be reached by phone at (818) 248-3925 Ext. 4114, by fax at (818) 248-1659, or via e-mail at derdman@cvwd.com.
- e. Provide notification via e-mail to Bertha Ruiz-Hoffmann, Section Head, Water and Conservation Planning Section within twenty-four (24) hours of each site visit. Her e-mail address is bruiz@parks.lacounty.gov.
- f. Provide Licensor with the names, license numbers, business addresses, and phone numbers of any and all of Licensee's contractors who will be entering the Premises at or before the time proof of insurance is submitted.
- g. Provide Licensor with the names, business addresses, and phone numbers of all parties who will be receiving or who request the monitoring results of any ground water sampling conducted on the Premises, prior to forwarding results.
- h. Provide Licensor with the monitoring results of any ground water sampling conducted on the Premises within fifteen (15) days of finalizing results.

- i. Notify Licensor in the event of a Public Records Act request prior to disclosing the monitoring results of any ground water sampling conducted on the Premises.
 - j. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the Premises; review park irrigation/utility plans; walk the Premises and Licensee's access route with Park personnel to flag irrigation/utility lines, sprinkler heads, valve boxes, etc. Notwithstanding said precautions, Licensee agrees to repair or replace any pipelines, sprinkler heads, valve boxes, etc. damaged during the course of exercising the permission herein given.
 - k. Maintain the Premises and surrounding area in a safe and sound condition.
 - l. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular accidents, personal injury, and property damage due to Licensee's activities.
 - m. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned, hired, leased, or used by Licensee for this License, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of Licensor.
 - n. Repair or replace, to the satisfaction of Licensor, any and all of Licensor property lost, damaged, or destroyed as a result of Licensee's use of the Premises and activities. Should Licensee fail to promptly make repairs or replacements to Licensor's satisfaction, Licensor may have these repairs made at Licensee's sole cost and expense.
- 11. INDEPENDENT STATUS:** This License is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.
- 12. EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, apprentices and anyone else required under written contract with Licensee to access the Premises.
- 13. LIMITATIONS:** It is expressly understood that in licensing the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this License.

14. **AMENDMENTS:** The terms of this License may be amended by the Director upon mutual agreement of Licenser and Licensee with either party giving the other prior written notice explaining why the amendment is being requested.
15. **ASSIGNMENT:** This License is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licenser's prior written consent shall immediately terminate all of Licensee's rights hereunder.
16. **AUTHORITY TO STOP:** In the event that an authorized representative of Licenser finds that Licensee's activities on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require that this License immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
17. **DEFAULT:** This License may be immediately revoked by Licenser in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given as provided by Section 5 of this License. Failure by Licenser to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
18. **TERMINATION:** This License may be terminated at anytime without cause for any reason or no reason at all at the option of Licenser by giving thirty (30) days' notice of termination.
19. **RESTORATION OF PREMISES:** Upon termination of this License pursuant to Section 18, or the term expiring without the Board of Supervisors issuing an easement or new license, Licensee shall surrender the Premises in a neat and clean condition. Licensee shall complete restoration of the licensed area to its original condition or better prior to termination of this License, including removal of the monitoring well, unless otherwise instructed in writing by Licenser. Licenser shall conduct an inspection of the Premises to determine if restoration has been completed by Licensee. If Licenser determines that restoration has not been completed upon expiration or termination of this License, Licenser may restore said Premises entirely at the reasonable expense of Licensee.
20. **ALTERATIONS AND IMPROVEMENTS:** Licensee has examined the Premises and knows the condition thereof. Licensee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Premises shall become the property of County upon the termination of this License.
21. **COUNTY LOBBYIST ORDINANCE:** Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licenser may terminate or suspend this License.

- 22. TRANSFER OF TITLE/PARK CLOSURE:** In the event Licensors transfers title of the Park and the licensed Premises to a newly-formed or existing governmental agency, this License shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this License. Licensors agrees to use its best efforts to obtain said assignment in the event Licensors transfers title of the Park to a newly-formed or existing governmental agency. In the event Licensors closes the Park this License shall terminate upon the effective date of such closure. Licensors shall provide written notice to Licensee immediately upon any consideration by the Licensors of the possibility of transferring or closing the Park. Licensors shall provide Licensee with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.

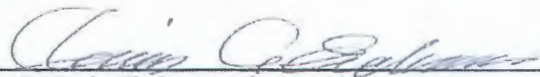
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(Signature Page Follows)

LICENSEE:

Crescenta Valley Water District

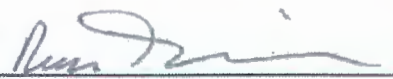
By: 
Dennis Erdman, General Manager

Who hereby personally covenants, guarantees and warrants that he has the power and authority to obligate the Licensee to the terms and conditions in this License.

Pursuant to Section 2.26.140B (3) of the Los Angeles County Code, this License has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation on the 30 day of August, 2012. Upon approval, a fully executed License bearing original signatures will be mailed to Licensee.

LICENSOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: 
Russ Guiney, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

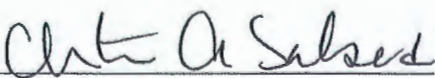
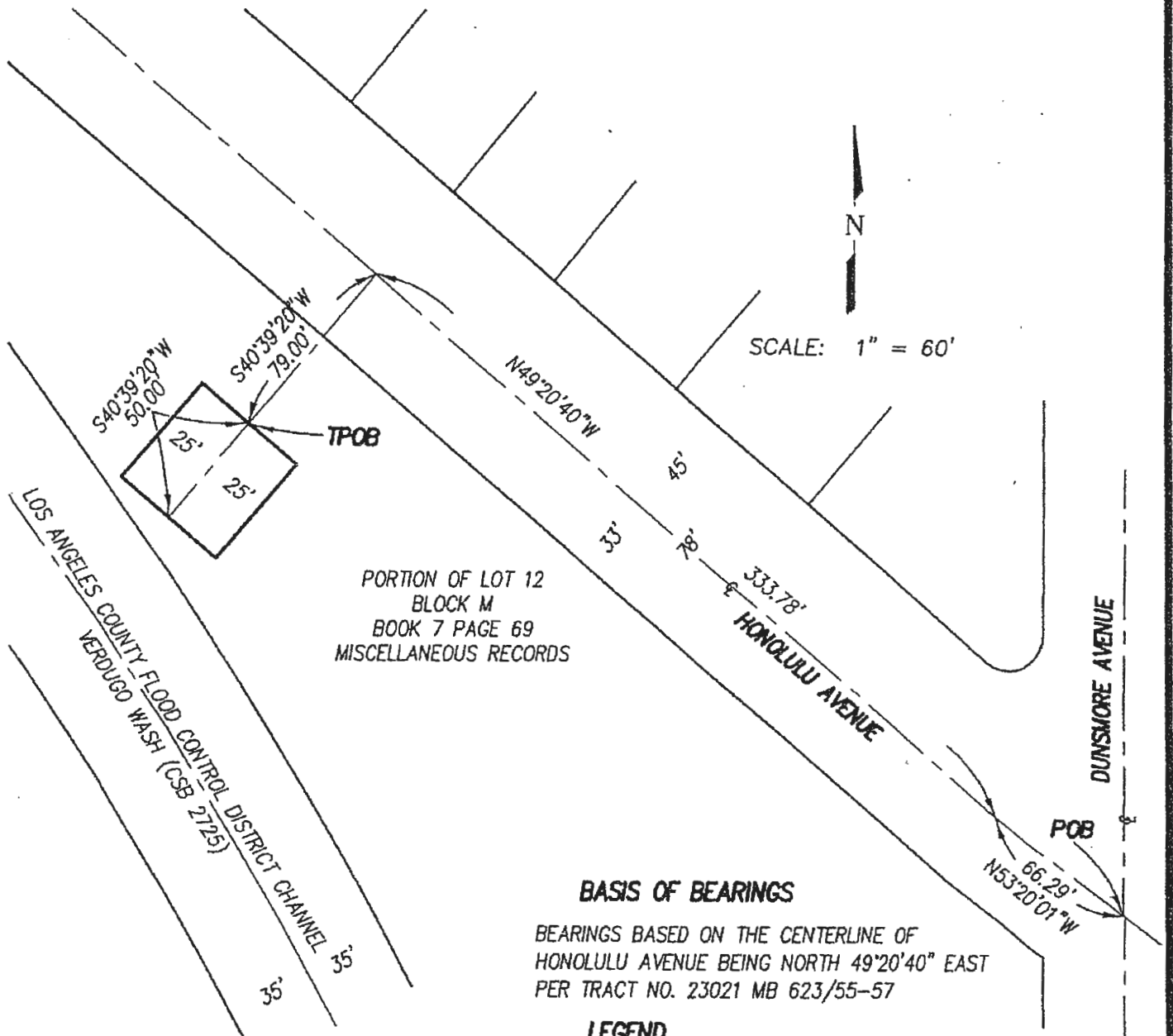
By: 
Christina A. Salseda
Principal Deputy County Counsel

Exhibit A

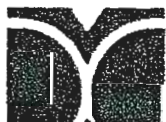


BASIS OF BEARINGS

BEARINGS BASED ON THE CENTERLINE OF
HONOLULU AVENUE BEING NORTH 49°20'40" EAST
PER TRACT NO. 23021 MB 623/55-57

LEGEND

- LOT LINES
- - - STREET CENTERLINE
- EASEMENT BOUNDARY



DMc Engineering
Civil • Surveying • Planning
18 Technology Drive, Suite 100
Troy, NY 12180

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CRESCENTA VALLEY WATER DISTRICT

SHEET 1
OF 1 SHEETS

11-01-2002

CRESCENTA VALLEY REGIONAL PARK

3901 DUNSMORE AVENUE, LA CRESCENTA, CA 91214

AMENDMENT NO. 1

RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT ("LICENSE")

Licensee:

Crescenta Valley Water District
Attn: Dennis Erdman
2700 Foothill Blvd
La Crescenta, CA 91214

Licensor:

County of Los Angeles Department of
Parks and Recreation
510 South Vermont Avenue
Los Angeles, CA 90020
Authority: L.A.C.C. 2.26.140B(3)
Expiration Date: See Section 3
Consideration: See Section 4

The following amends the existing Right of Entry Permit and License Agreement No. 000913 executed on August 30, 2012 (hereinafter the "License Agreement"). The purpose of this Amendment is to expand Section 2 ("Licensed Use"), Section 6. ("Notices") and modify Section 10.c. ("Operational Responsibilities"), as follows:

1. **LICENSED USE:** In addition to the License Use(s) described in Section 2 of the License Agreement, the expanded purpose of this License is to allow Licensee to complete the following:

Installation of two (2) flow monitoring devices

Crescenta Valley Water District (hereinafter the "CVWD") will install flow monitoring devices under the Crescenta Valley Park (hereinafter "Park") bridges for two (2) years at two locations depicted on the Exhibit 1 incorporated into this License. The devices will be installed by CVWD personnel and all appropriate permits will be obtained from the County of Los Angeles Department of Public Works and the Flood Control District and provided to the Department of Parks and Recreation (hereinafter the "Department") prior this License commencing date (Exhibit 3). The design of the devices is shown on the Exhibit 2 incorporated into this License.

The flow monitoring devices will include the following:

- An Ultrasonic Level Transmitter that will be installed in the center of the bridge over the channel. The Level Transmitter will record the water level in the channel and determine the amount of water flowing in the channel. The information will be transmitted electronically to a data logger.

- The data logger will be located alongside the channel and will record the information from the Level Transmitter. The data logger will be installed inside a small enclosure with a cage over the top to protect the equipment.
- Solar power equipment will be installed next the flow monitoring equipment to provide power for the Level Transmitter and the data logger to maintain the system.
- Communication Equipment: a small cellular modem will be installed to transmit the data via the internet to CVWD.

The monitoring equipment will be located within the right-of-way for the Verdugo Wash.

Water Quality Sampling

CVWD will be collecting water samples during rain events to determine what type of water quality is in Verdugo Wash during a storm. CVWD will use the access gate to the flood channel at the end of Dunsmore Avenue to collect the samples within twelve (12) months after this License commencing date. The appropriate permit from the County of Los Angeles Flood Control District will be obtained and provided to the Department prior this License commencing date.

Drilling of two (2) monitoring wells

CVDW will be drilling two (2) monitoring wells on the site at the locations as illustrated on the Exhibit 1 incorporated into this License.

The monitoring wells will be vertically drilled using Air Percussion Rotary Drilling equipment to drill a 6-inch diameter bore hole and install a 4-inch PVC well casing.

Licensee shall have the right to access the site to perform ongoing monitoring of the well once per month to take groundwater elevation measurements and to collect groundwater samples. All water pumped to the surface during well testing must be discharged into the Verdugo Wash and not into the dog park. Licensee shall make no alterations or improvements to the Premises. Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Premises in its present physical condition and agrees to make no demands upon County for any improvements or alteration thereof. Licensee agrees that the use and premises shall be restricted solely to the permission herein given.

Installation of test pit

CVWD is planning to dig a test pit about 6 feet deep and 8 feet wide that will be used to determine the water percolation rate into the soil. This task should take about three (3) days and includes digging the pit, adding water to determine percolation rate and burying the pit, restoring the grounds in its original or better condition.

Identification of protected tree species

CVWD will hire a certified Arborist to identify all protected tree species locations within the Park.

From all information gathered, CVWD can determine if Park is a good place to put in infiltration galleries under the Park to capture storm water for re-use in the groundwater basin. Any further activities in regards to the infiltration galleries would require a separate Amendment, and are not included in this Amendment No. 1 Licensed Use.

Licensee agrees that use of said premises shall be restricted solely to the permission herein given.

The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property. Licensee shall make its best efforts to exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said premises by the Licensor. Licensee shall maintain the Premises and surrounding area in a safe and sound condition and not create a public hazard.

2. **NOTICES:** Section 6 of the License Agreement is hereby amended to add the following:

Whenever provision is made for giving written notice, such notice shall be deemed to have been received if it was sent by registered mail and addressed as follows:

To Licensee:
Mr. David S. Gould
Crescenta Valley Water District
2700 Foothill Blvd.
La Crescenta, CA 91214

or such other place in California as may hereinafter be designated in writing respectively by Licensor or Licensee.

3. **OPERATIONAL RESPONSIBILITIES:** Section 10.c. of the License Agreement is hereby amended to add the following:

- c. David S. Gould is Licensee's emergency contact who can be reached at (818) 236-4119, cell (818) 284-5813 by phone or via email dgould@cvwd.com.

That in all other respects terms and conditions of the License Agreement No. 000913 remain unchanged and in effect. Except as set forth in this Amendment, the License Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the License Agreement or any earlier Amendment, the terms of this Amendment will prevail.

Only fully executed by signing below, the Sections and License Agreement No. 000913 are amended as described herein.

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(Signature Page Follows)

LICENSEE:

CRESCENTA VALLEY WATER DISTRICT

By: _____
David S. Gould, P.E. District Engineer

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

Pursuant to Section 2.26.140B (3) of the Los Angeles County Code, this Amendment No. 1 has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation on the _____ day of _____, 2014. Upon approval, a fully executed License No. 000913 Amendment No. 1 bearing original signatures will be mailed to Licensee.

LICENSOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: _____
Russ Guiney, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By:  _____
Claudia Gutierrez, Deputy



Exhibit 1, page 1

300
 Feet





➔ PVC Pipe/Conduit attached to the bridge

SITE PLAN - PROFILE OF NEW YORK AVENUE
MONITORING STATION
Verdugo Wash
Dunsmore Avenue to New York Avenue
Glendale, California

By: jbd Date: 03/14/2014 Project No. 009231.007.0



Figure 4

- Not To Scale -

Exhibit 1, page 2



→ PVC Pipe/Conduit attached to the bridge

- Not To Scale -

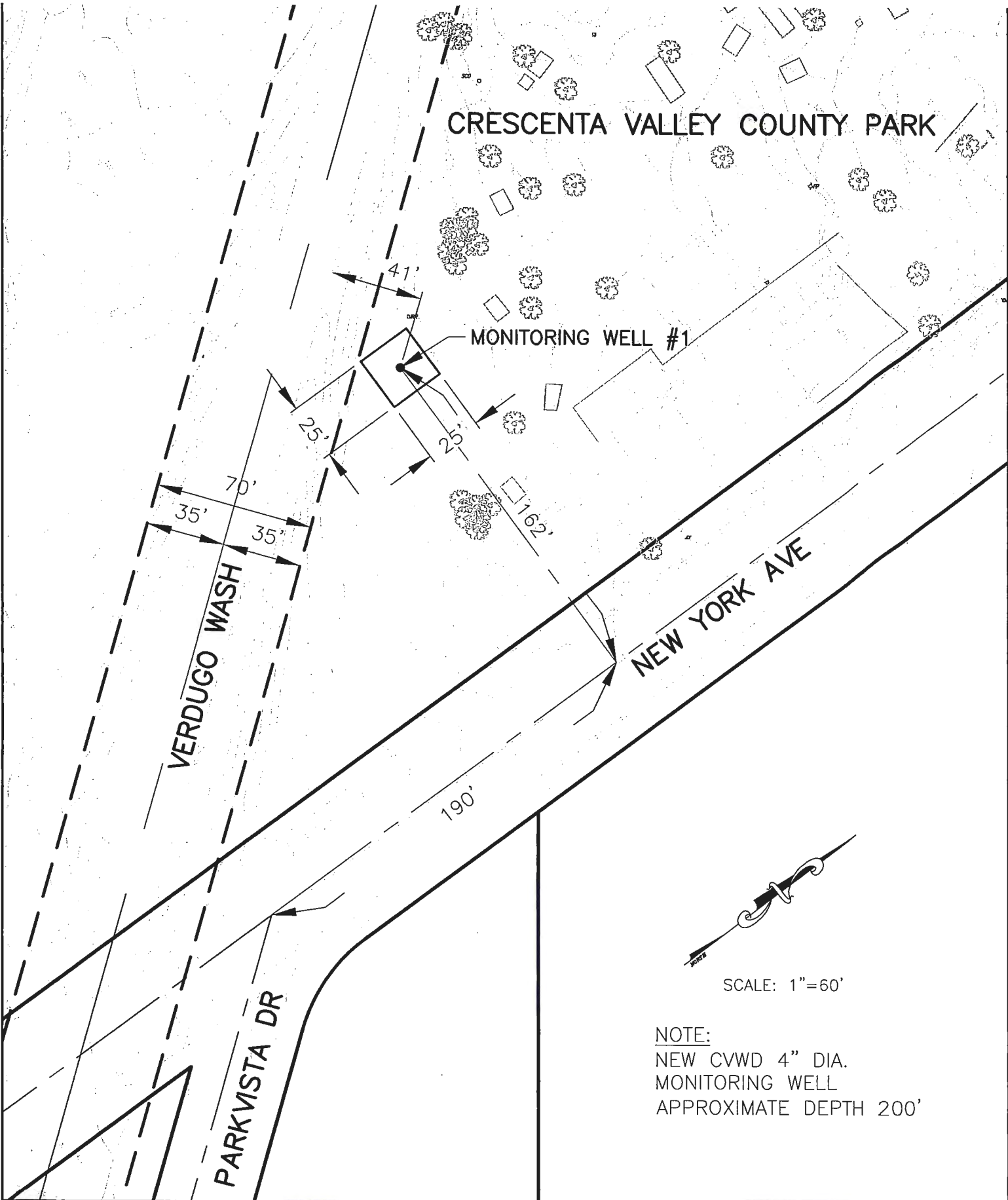
**SITE PLAN - PROFILE OF DUNSMORE AVENUE
MONITORING STATION**
Verdugo Wash
Dunsmore Avenue to New York Avenue
Glendale, California

By: jbd Date: 03/14/2014 Project No. 009231.007.0



Figure **3**

Exhibit 1, page 3



CRESCENTA VALLEY WATER DISTRICT

SCALE: 1" = 60'

DR. BY: P. HILKE

APP'VD.

CRESCENTA VALLEY COUNTY PARK
MONITORING WELL SITE #1

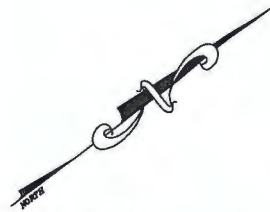
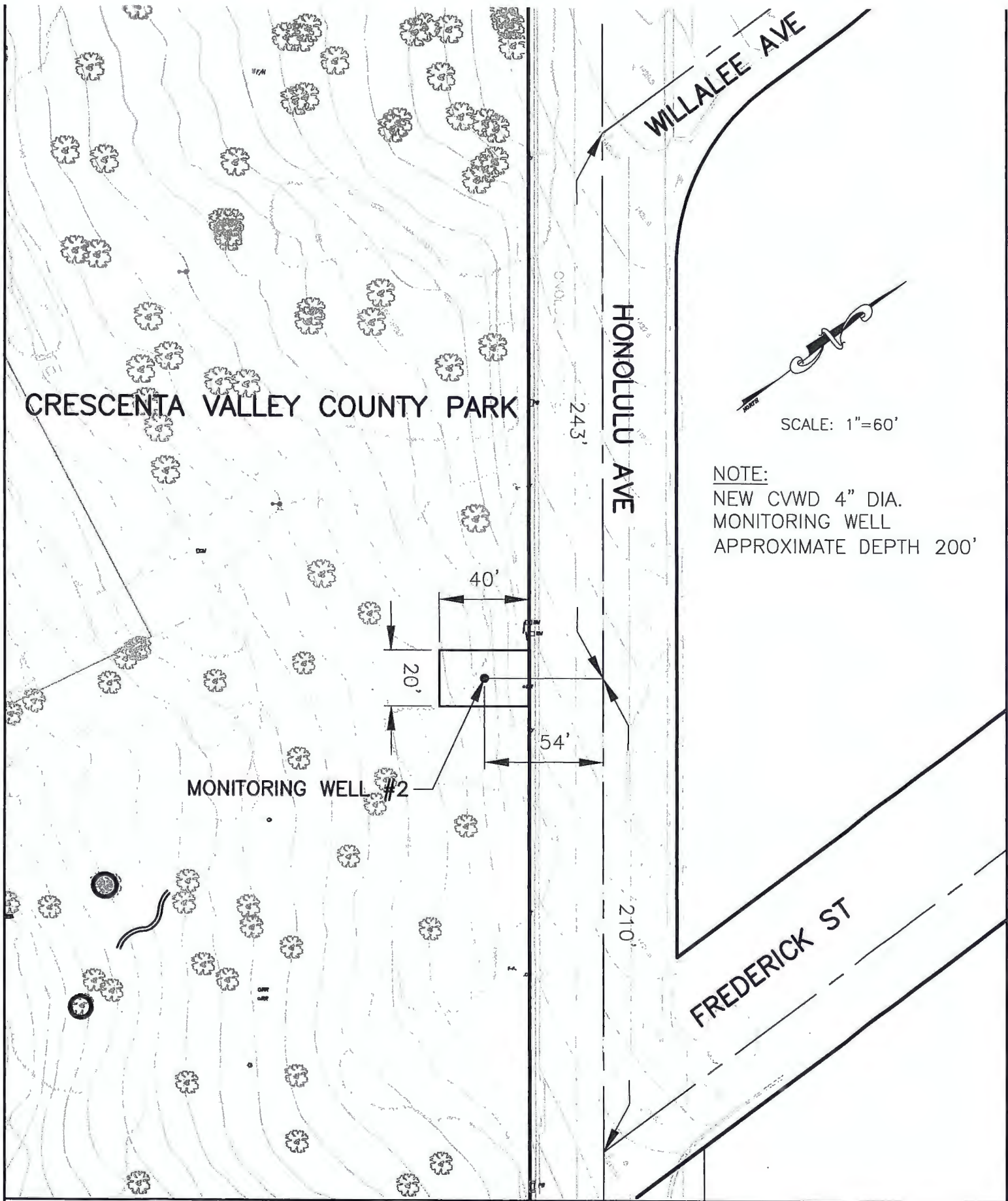
Exhibit 1, page 4

DATE: 7/11/14

JOB NO.

M-903A

FILE NO.



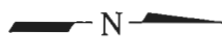
SCALE: 1"=60'

NOTE:
NEW CVWD 4" DIA.
MONITORING WELL
APPROXIMATE DEPTH 200'

CRESCENTA VALLEY WATER DISTRICT

SCALE: 1" = 60'	CRESCENTA VALLEY COUNTY PARK MONITORING WELL SITE #2 Exhibit 1, page 5	DATE: 7/11/14	
DR. BY: P. HILKE		JOB NO. M-903A	FILE NO.
APP'VD.			

USER REVDATE FRAME



CRESCENTA VALLEY WATER DISTRICT
VERDUGO WASH / NEW YORK AVE.
MONITORING STATION

INSTALL NEMA 4 ENCLOSURE WITH WATERLOG
H-500XL DATA LOGGER & GORILLA CAGE 18"W
x 42"L x 30"H, 6" OFF EDGE OF CHANNEL
PER DETAIL "A" & "B" SHEET 2

INSTALL 1" P.V.C. PLASTIC CONDUIT
OVER TOP OF CHANNEL WALL &
CONNECT TO PROPOSED ELECTRICAL
J-BOX

INSTALL 1" P.V.C. PLASTIC CONDUIT &
ATTACH TO CHANNEL WALL PER DETAIL "C"

NEW YORK

INSTALL AMETEK USONIC SERIES
ULTRASONIC LEVEL TRANSMITTER

EDGE OF EX.
A.C. PAVEMENT

14'±

VERDUGO WASH
FLOW

26'x 8.5' R.C. BOX

STA. 74+91.92
STA. 74+85.92

PWR. POLE

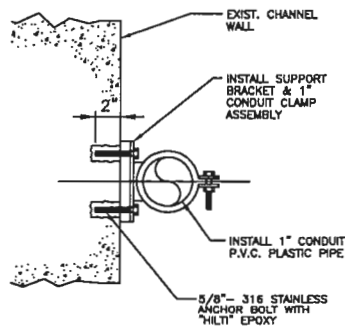
INSTALL 20 WATT SOLAR
PANEL & REGULATOR, 6"
OFF EDGE OF CHANNEL

CRESCENTA VALLEY
COUNTY PARK

AVE.

33'
21'
21'
33'
66' R/W

PARKVISTA DR.



DETAIL "C"
N.T.S.

DISCLAIMER
Approval by C.V.W.D. does not constitute
a representation as to the existence
and location of underground utilities,
structures, and conditions within the
limits of this project.

SCALE: 1" = 20'	DATE
DRAWN BY: J.A. HUERTA	4/10/14
CHECKED BY: D.S. GOULD	5/7/14
APPROVED: D.A. ERDMAN	5/7/14
AS BUILT:	

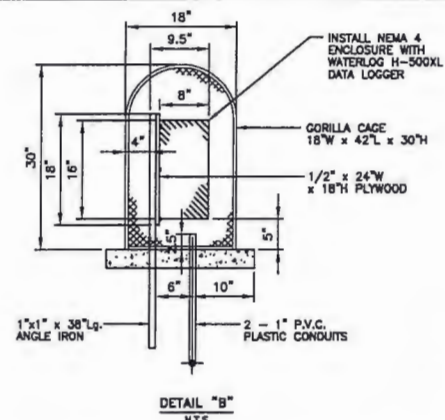
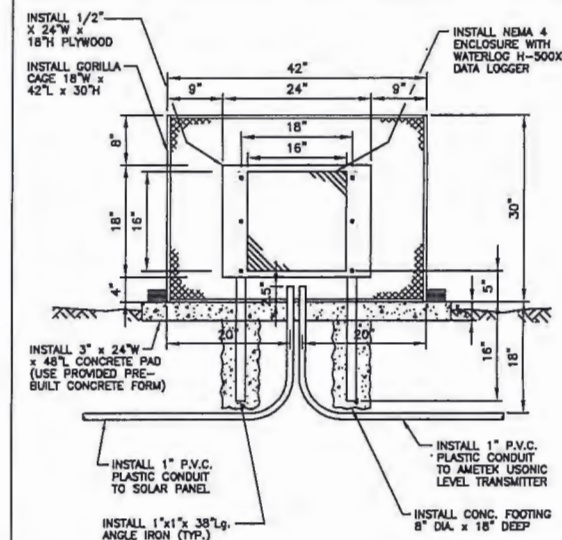
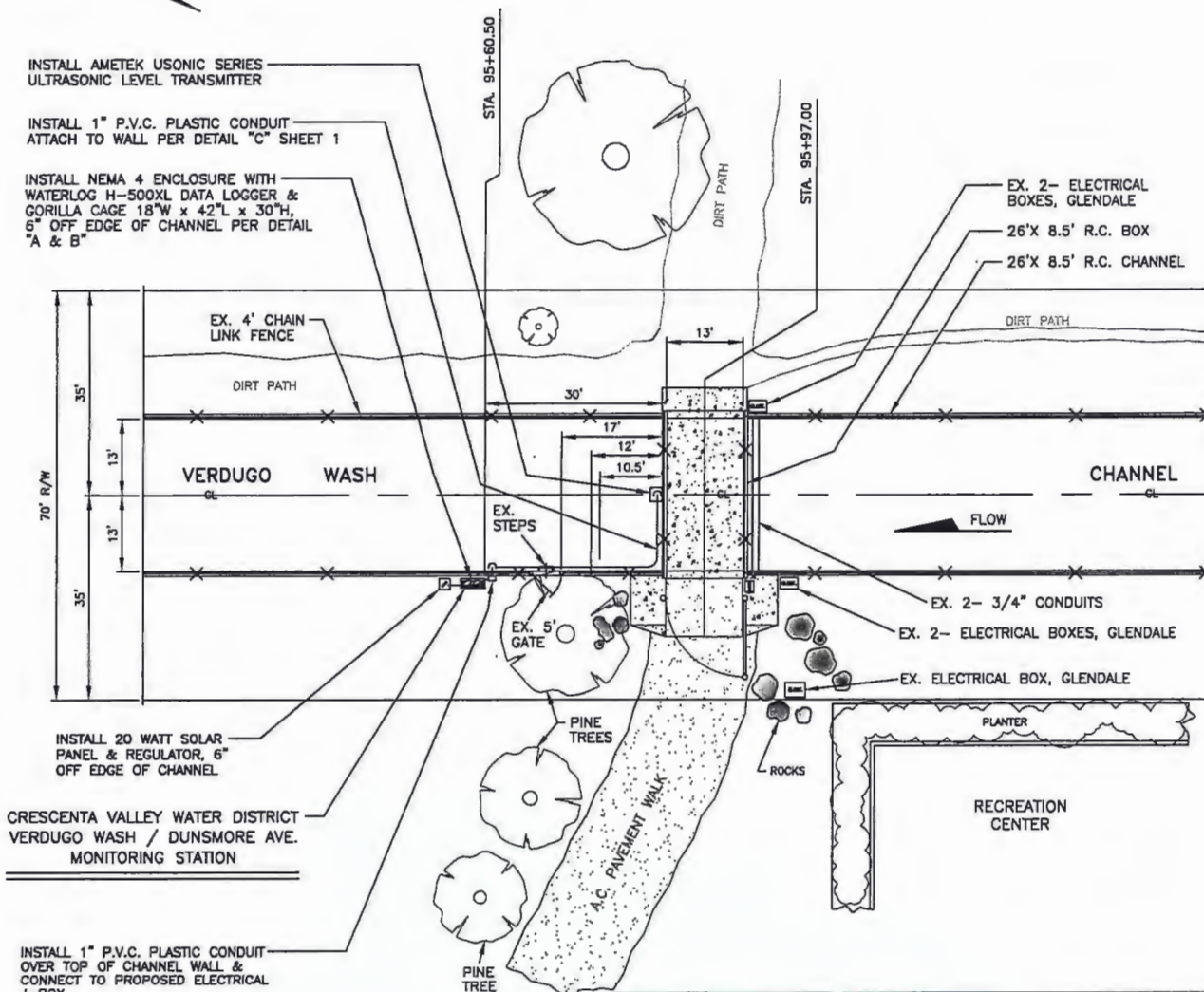
CRESCENTA VALLEY WATER DISTRICT **CWWD**
VERDUGO WASH MONITORING STATION AT
NEW YORK AVE.
SITE PLAN

Exhibit 2, page 1

SHT. 1 OF 2 SHTS.
COMPLETION DATE:
JOB NO. M-903A
FILE NO. M-001



CRESCENTA VALLEY COUNTY PARK



DISCLAIMER
Approval by C.V.W.D. does not constitute a representation as to the existence and location of underground utilities, structures, and conditions within the limits of this project.

SCALE: 1" = 20'	DATE
DRAWN BY: J.A. HUERTA	4/14/14
CHECKED BY: D.S. GOULD	5/7/14
APPROVED: D.A. EROMAN	5/7/14
AS BUILT:	

CRESCENTA VALLEY WATER DISTRICT
VERDUGO WASH MONITORING STATION AT
DUNSMORE AVE.
SITE PLAN

Exhibit 2, page 2

SHT. 2 OF 2 SHTS.
COMPLETION DATE:
JOB NO. M-903A
FILE NO. M-002

Tract #:



Permit #: **PCFL 201402252**

Issued By: WNEZART
Issued Date: 14-JUL-14

Permit Office: 6

PC_ENCROCH

CONST OR PLACE PVT

FACILITIES IN FCD ROW

COUNTY OF LOS ANGELES-DPW
Department Of Public Works
Alhambra, CA 91803 - (626)458-3129
Flood Control District Permit

<u>Individual's / Company Name</u>	<u>Address / City, State Zip</u>	<u>Work Phone</u>	<u>Home Phone</u>
(APP) CRESCENTA VALLEY WATER DIST	2700 FOOTHILL BLVD.	818 248-3925	
DAVID GOULD, P.E.	LA CRESCENTA, CA 91214		
(CNT)			

Emergency Contact

Location

Site Address:

Description: VERDUGO WASH: NEW YORK AND DUNSMORE AVENUES, GLENDALE

Scope of Work

PURPOSE OF PERMIT: To authorize the work described below affecting the subject stream in accordance with the submitted detail.

WORK DESCRIPTION: Install two (2) stormwater monitoring stations, appurtenances attached to the channel wall within District's easement, per submitted detail.

Permittee shall be responsible for operation and maintenance of the monitoring stations. The District shall not be held responsible for any damage to the monitoring stations due to maintenance activity in the channel. Ingress and egress shall be at locations approved by the District's representative. Vehicular speeds within the District's right of way shall not exceed 15 mph. No vehicle or equipment weighing in excess of 32,000 pounds per axle will be allowed within the District's right of way. Permittee shall prevent unauthorized access into the District's right of way while exercising this permit. Permittee shall keep District right of way clear of obstructions for through access at all times and shall not interfere with the activities of the District's employees or the District's contractors. Storage of equipment and materials is not allowed within the District's right of way. During the period of operations conducted under the permit, Permittee shall maintain in effect an insurance policy (minimum limit of \$1 million) naming the District/County as additional insured with respect to these operations. This permit shall not be exercised during inclement weather or when the 5-day forecast predicts rain. Upon completion of the work authorized under this permit, Permittee shall restore the area to the satisfaction of the District's representative.

Permittee shall obtain permission from Department of Parks and Recreation for the installation. An access permit shall be acquired every time samples need to be obtained.

PERMITTEE MUST NOTIFY PERMIT OFFICE NO. 2 (7:00 AM TO 3:30 PM) AT TELEPHONE (661) 222-2948 AND FLOOD MAINTENANCE DIVISION (WEST AREA) AT TELEPHONE (818) 896-0594 AT LEAST 24 HOURS BEFORE STARTING ANY WORK UNDER THIS PERMIT. FAILURE TO SO NOTIFY THE PERMIT OFFICE IS CAUSE FOR REVOCATION OF PERMIT. SHOULD PERMITTEE FAIL TO TAKE ACTION WITHIN 180 DAYS FROM DATE OF ISSUANCE OF THIS PERMIT OR FAIL TO ACTIVELY AND DILIGENTLY EXERCISE THE PRIVILEGES OF THIS PERMIT, THE PERMIT BECOMES NULL AND VOID. THIS PERMIT MAY ONLY BE EXTENDED WITHIN ONE YEAR FROM THE DATE OF ISSUANCE. A COPY OF THIS PERMIT SHALL BE KEPT AT THE WORK SITE DURING ALL PERIODS OF OPERATION WITHIN THE DISTRICT'S RIGHT OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR LAW ENFORCEMENT OFFICER UPON DEMAND.

Attachments: Standard Flood Control Permit Provisions and Conditions of Approval

cc: City of Glendale; Dept. of Parks and Recreations (Robinson); (Flood Maintenance (West); Land Development (Madrid, P.O. 2, Garcia)

Permit Detail

FILE CODE NO. :	10.032
FLOOD FACILITY NAME :	VERDUGO WASH
FLOOD STATION :	74+91; 95+97
INSPECTION CHARGE #:	LMNMINSP
LOCATION 1:	BY NEW YORK AVE., GLENDALE
LOCATION 2 :	BY DUNSMORE AVE., GLENDALE
THOMAS GUIDE :	534 E1

Comments

WNEZART 29-MAY-14 RECEIPT NO. 14-0005323.



Exhibit 3, page 1

Report: FCDFORM

Tract #:



Permit #: **PCFL 201402252**

Issued By: WNEZART
Issued Date: 14-JUL-14

Permit Office: 6

<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
INSPECTION MINOR MODIFICATION	PCMNMINSP	B07_8371	\$233.00
ISSUANCE FEE FLOOD PERMIT	PCISSFLD	B07_8371	\$116.00
PLN CK MINOR MODIFICATION	PCMNMLCK	B07_8371	\$155.00
Total Fees:			\$504.00
			CHECK

Permittee is hereby permitted to perform the scope of work described above at the location described above, subject to all applicable provisions of the Flood Control Channels Ordinance (Chapter 20.94 of Title 20, Los Angeles County Code), the Flood Control District Code, and/or any municipal code or ordinance governing the area where this work is to be done. Permittee's activities in connection with this Permit shall also be subject to the provisions and conditions contained in the attachments to this Permit, which are incorporated herein. This Permit is revocable by the District if the District determines that the public interest and welfare require such revocation and shall be deemed void if the permittee is not in compliance with Section 3800 of the Labor Code.

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit. A copy of this permit shall be kept at the work site during the period of operation within District right of way and shall be shown to the District's representative or any law enforcement officer upon demand.

INSPECTION REQUIRED

CALL PERMIT OFFICE AT LEAST ONE (1) WORKING DAY BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK IS NOT STARTED WITHIN 180 DAYS FROM THE DATE OF ISSUANCE.

PERMIT OFFICE NO. 2
Santa Clarita Office
23757 W. VALENCIA BOULEVARD
VALENCIA, CA 91355
PHONE NO. 661-222-2948
FAX NO. 661-222-2952





COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Date: 07/14/2014

Permit No: PCFL 201402252

STANDARD FLOOD CONTROL PERMIT PROVISIONS

A. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.

B. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**

C. Permittee (including its contractors and subcontractors) shall indemnify, defend (with counsel reasonably satisfactory to District and the County of Los Angeles), and hold harmless District and the County of Los Angeles, and their elected and appointed officers, employees and agents, from and against any and all claims, expenses (including court costs and reasonable attorney and expert witness fees) demands, liabilities, losses, or causes of action of whatsoever nature or character, for injury, illness or death or loss of, damage to or destruction of property which arises out of, or is in any way connected to, the activities of Permittee described in this Permit.

This indemnification shall survive in its entirety the termination or revocation of this Permit, and shall remain in full force and effect in perpetuity, unless agreed to otherwise in writing by the District.

D. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.

E. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.

F. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**

G. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.

H. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.

I. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.

J. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the

permit shall not resume until District approval to do so is given.

K. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.



Conditions of Approval By Permit

Page: 1 of 1

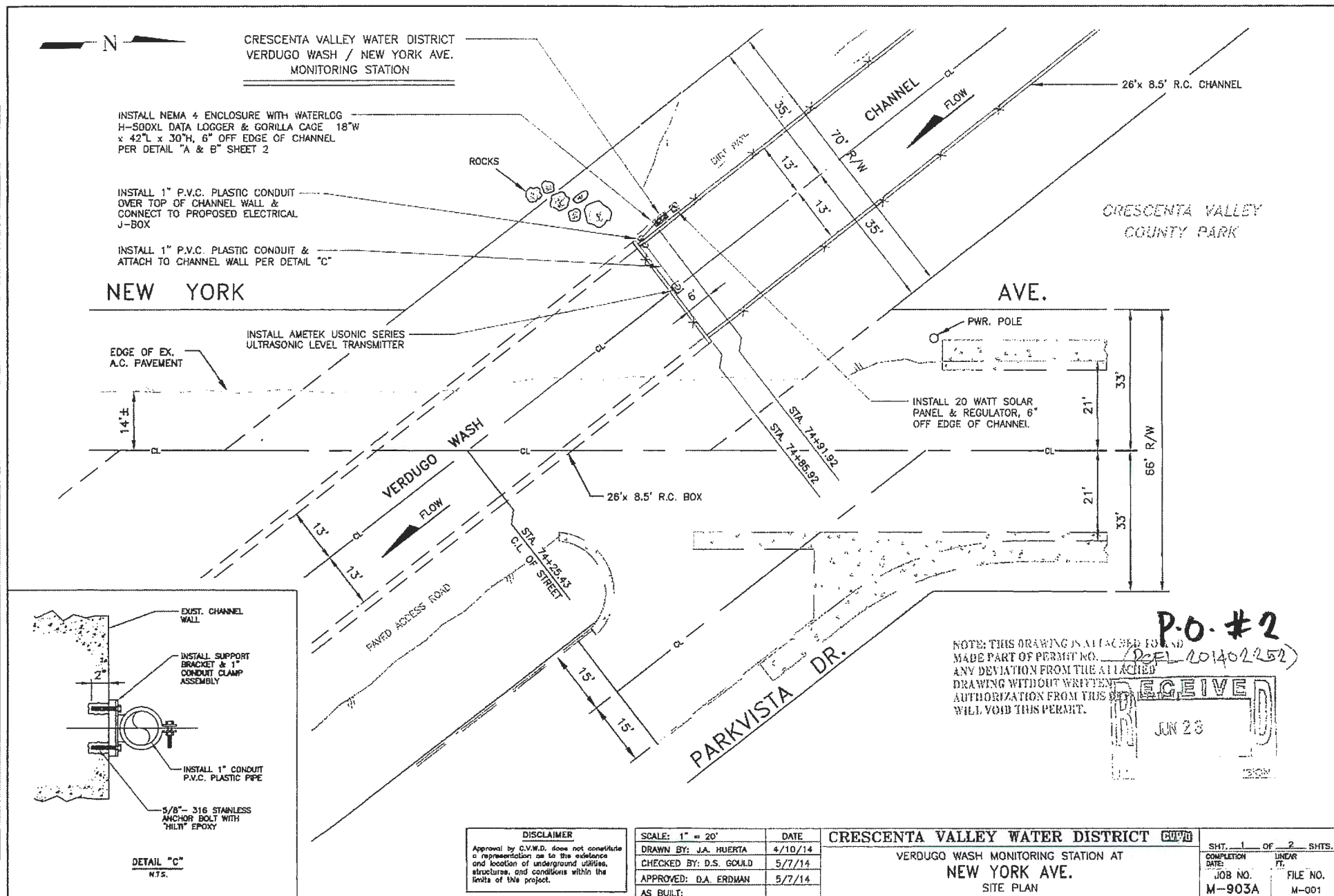
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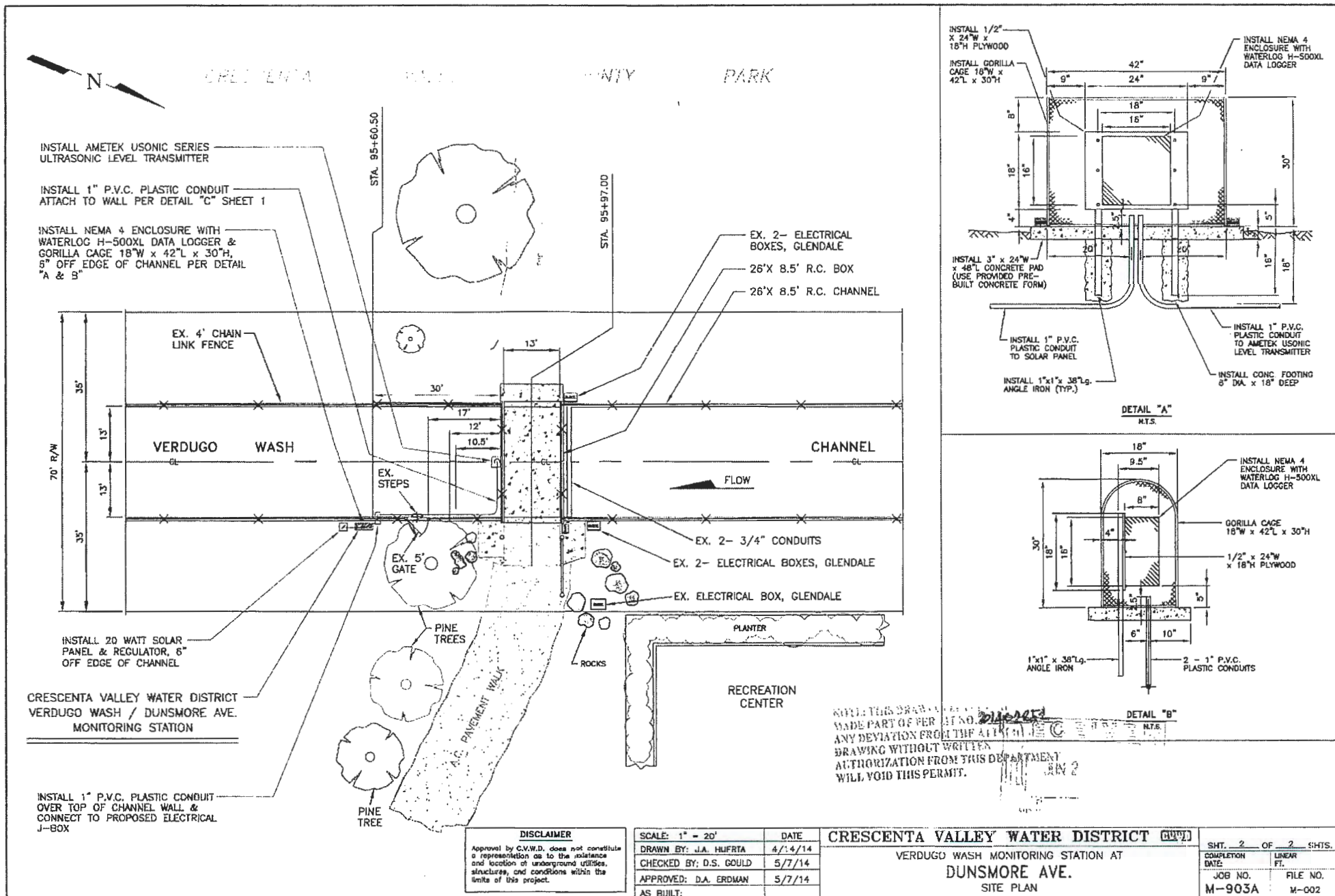
Permit: PCFL - 201402252

The following Conditions of Approval are required to complete the permit:

Condition of Approval	Entered	By	Completed	By
GENERAL FLOOD PROVISION NO. 1 Use of District's right of way under this permit is tantamount to agreeing to the conditions herein.(G1)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO.2 Permittee shall be responsible for notifying their contractor and all subcontractors of the provisions of this permit. No work shall start until a copy of this permit is at the work site.(G2)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO.3 Permittee is notified that in accordance with the STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, Section 1503, the permittee or their contractor must have a permit from CAL/OSHA if the excavation authorized herein more than 5 feet deep.(G3)	29-MAY-14	SMARJANIAN		
GENERAL PROVISION NO. 4 Unless otherwise indicated in this permit, all work authorized by this permit shall conform to the latest edition of the Standard Specifications for Public Work Construction (Greenbook) as amended and the latest edition of the Los Angeles County Department of Public Works "Additions and Amendments to the Standard Specifications for Public Works Construction" (Greenbook), as amended.(G4)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO.5 This permit is subject to such further conditions as the Director or his representative may issue during the period of this use. When possible, such additional conditions shall be promptly delivered in writing to the address shown on page one of this permit. Conditions delivered orally of necessity shall be promptly confirmed in writing.(G5)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 13 The District reserves the right to order the removal of all equipment if District's activities so require. The District assumes no responsibility for any loss to permittee's equipment or personnel.(G13)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 14 Upon completion of work authorized under this permit, permittee shall restore the area to the satisfaction of the District's representative.(G14)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 17 Permittee shall keep District right of way clear of obstructions for through access at all times and shall not interfere with the activities of the District's employees or the District's contractors.(G17)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 18 Permittee shall not use District's right of way for the temporary or permanent storage of excavated materials, rock, sand, cement, or other material, or any equipment, except as specifically noted.(G18)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 24 During the period of operations conducted under the permit, permittee shall maintain in effect an insurance policy (minimum limit \$ 1 million) naming the Los Angeles County Flood Control District and Los Angeles County and/or U.S. Army Corps of Engineers as co-insured with respect to the permitted operations. A copy of this policy shall be submitted to the District for inclusion in it's files for the duration of the permit. Expiration or cancellation of the insurance policy shall result in revocation of this permit.(G24)	29-MAY-14	EGARCIA		
GENERAL PROVISION NO. 50 All activities covered by this permit are subject to final approval by the City of Glendale.(G50)	29-MAY-14	SMARJANIAN		
PROVISION POLLUTION NO. 02 Permittee shall be responsible for the selection and implementation of Best Management Practices (BMP's) for construction activities. If the District's representative determines that additional BMP's or corrective steps for existing ones are necessary, permittee shall immediately comply with the requests. (P2)	12-JUL-14	EBERHAN		

FN:AME
REV:DATE
USER





CRESCENTA VALLEY WATER DISTRICT

STAFF REPORT

Action Item No. 6

August 12, 2014

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: **Installation of Two Groundwater Monitoring Wells at Crescenta Valley County Park – Advertise for Bid, Project M-903A**

AGENDA ITEM:

Installation of Two Groundwater Monitoring Wells at Crescenta Valley County Park, Project M-903A – Consideration and motion to authorize the General Manager to advertise for bids for the installation of two (2) groundwater monitoring wells at Crescenta Valley County Park with an engineer's estimate of \$59,300 and to find said project exempt from the provisions of the California Environmental Quality Act (CEQA).

BACKGROUND

In September 2013, CVWD received a Local Groundwater Assistance Grant (LGA) from the Department of Water Resources (DWR) for the Crescenta Valley County Park (CVC Park) Stormwater Recharge Facility Study (Study). The primary goal of the Study was to evaluate the feasibility of using portions of CVC Park to recharge stormwater runoff into the Verdugo Basin.

The Study will evaluate the costs and benefits of implementation and determine the most effective strategy for developing a source of water for CVWD. The objectives to accomplish this goal include installing surface water gauging stations in the Verdugo Wash, monitoring water quality which would be diverted for groundwater recharge, assess soil conditions, geology, and water levels through installing monitoring wells and performing percolation tests, updating the Verdugo Basin groundwater modeling, and establishing a Task Force to guide and support the Study.

CVWD retained AMEC – Geomatrix Consultants (AMEC) in September 2013 for the planning, design, and construction of the Study.

DISCUSSION:

Staff has been working with AMEC to complete the design and specifications for the installation of two (2) monitoring wells. One monitoring well (MW#1) will be located at the south end of CVC Park and the other monitoring well (MW#2) will be located along Honolulu Avenue between Willalee Avenue and Frederick Street within CVC Park (See attached Location Map). The monitoring wells will be 4-inch diameter and the depth of the wells is anticipated to be about 150 feet below ground surface. The information provided by the new monitoring wells and CVWD existing wells will assist in locating future infiltration galleries for storm water recharge.

The anticipated project schedule is to award the contract at the Board meeting on September 23, 2014 and construction to begin in late October 2014, after submittal and approval of the shop drawings. It is estimated that the project will be completed six (6) weeks after construction begins.

Mr. David Gould will be the project manager and AMEC will provide field inspection with the assistance of Mr. David Spain.

RECOMMENDATION:

It is staff's recommendation to authorize the General Manager to advertise for bids for the project. The contract documents will be sent to a selected group of contractors specializing in the installation of monitoring wells.

ENVIRONMENTAL REVIEW:

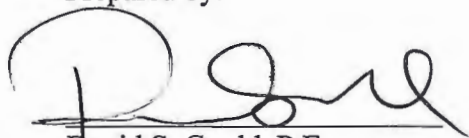
This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15306 of the CEQA Guidelines. This exemption covers gathering of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

FUNDING AVAILABILITY:

There are sufficient funds available in the following accounts for the project:

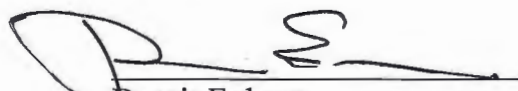
Account Description	Amount
FY 14/15 Water CIP– Water Supply – Groundwater Basin Recharge	\$55,000
LGA Grant Funding	\$45,000
Total	\$100,000
Engineer's Construction Cost Estimate for M-903A	<\$59,300>
Additional costs such as Water Quality Laboratory Testing , inspection costs, and contingency	<\$7,700>
Total Engineer's Cost Estimate	<\$67,000>
Amount Remaining in Water CIP – Water Supply – Groundwater Basin Recharge	\$33,000

Prepared by:



David S. Gould, P.E.
District Engineer

Submitted by:

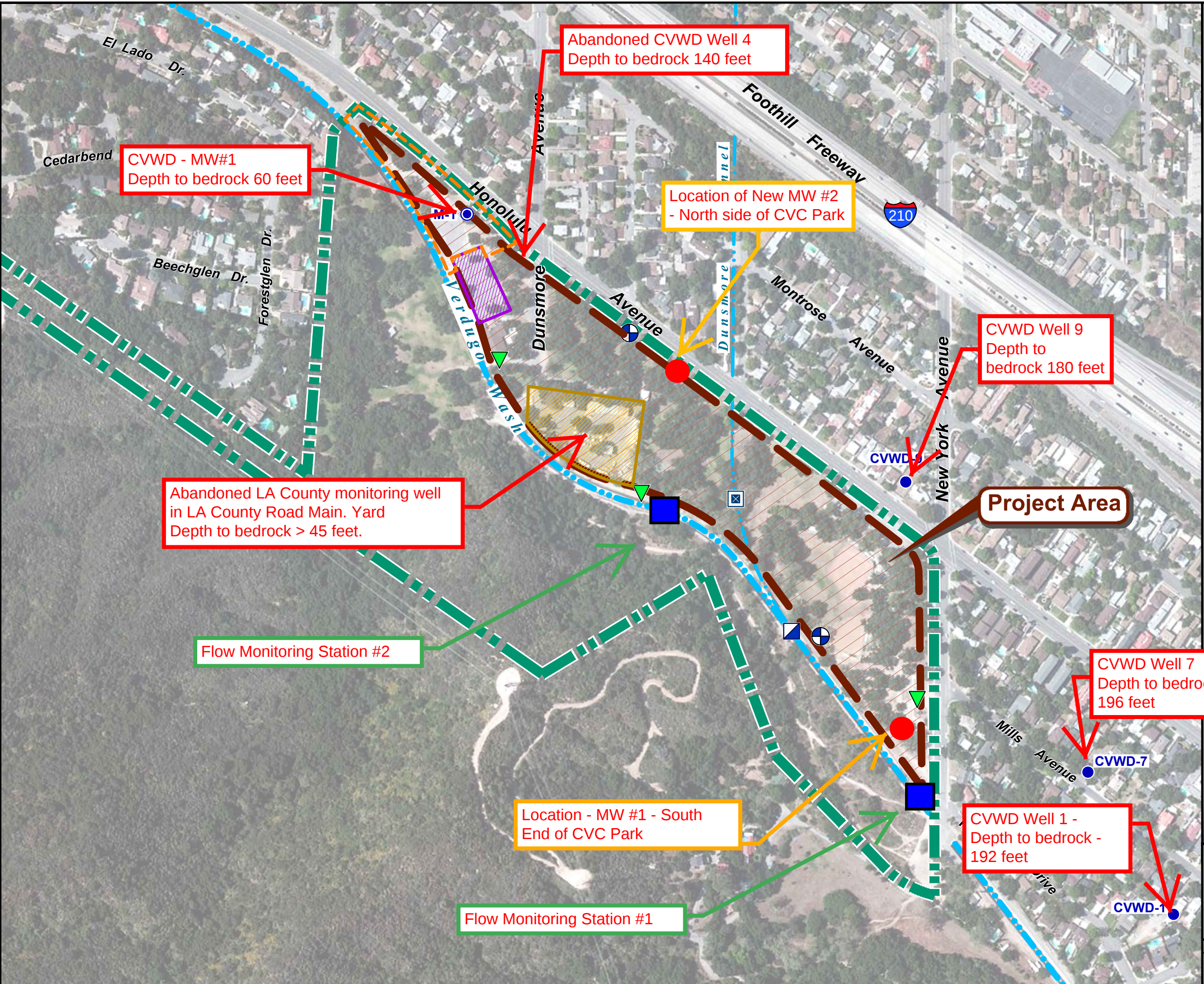


Dennis Erdman
General Manager

Attachments:

1. Location Map
2. Groundwater Monitoring Well Construction Diagram

Plot Date: 06/25/13 - 3:00pm. Plotted by: joanna.worker
Drawing Path: W:\Projects\009231.006.0 (CVWD-ProVerdugoBasin SW Recharge)\, Drawing Name: CV Park Site.dwg, Fig2 w Proposed

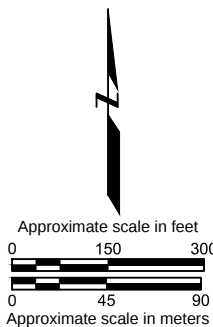


Explanation

- Proposed monitoring well location
- Possible gauging station location
- Proposed surface water quality sampling location
- Proposed infiltration test location
- Crescenta Valley County Park boundary
- Crescenta Valley County Park existing parking area
- Proposed Off Leash Dog Park boundary
- L.A. County Maintenance Yard
- Verdugo Wash
- Dunsmore Channel
- CVWD-9 Approximate location of CVWD well
- M-1 Approximate location of existing monitoring well

Note:

All locations are approximate.



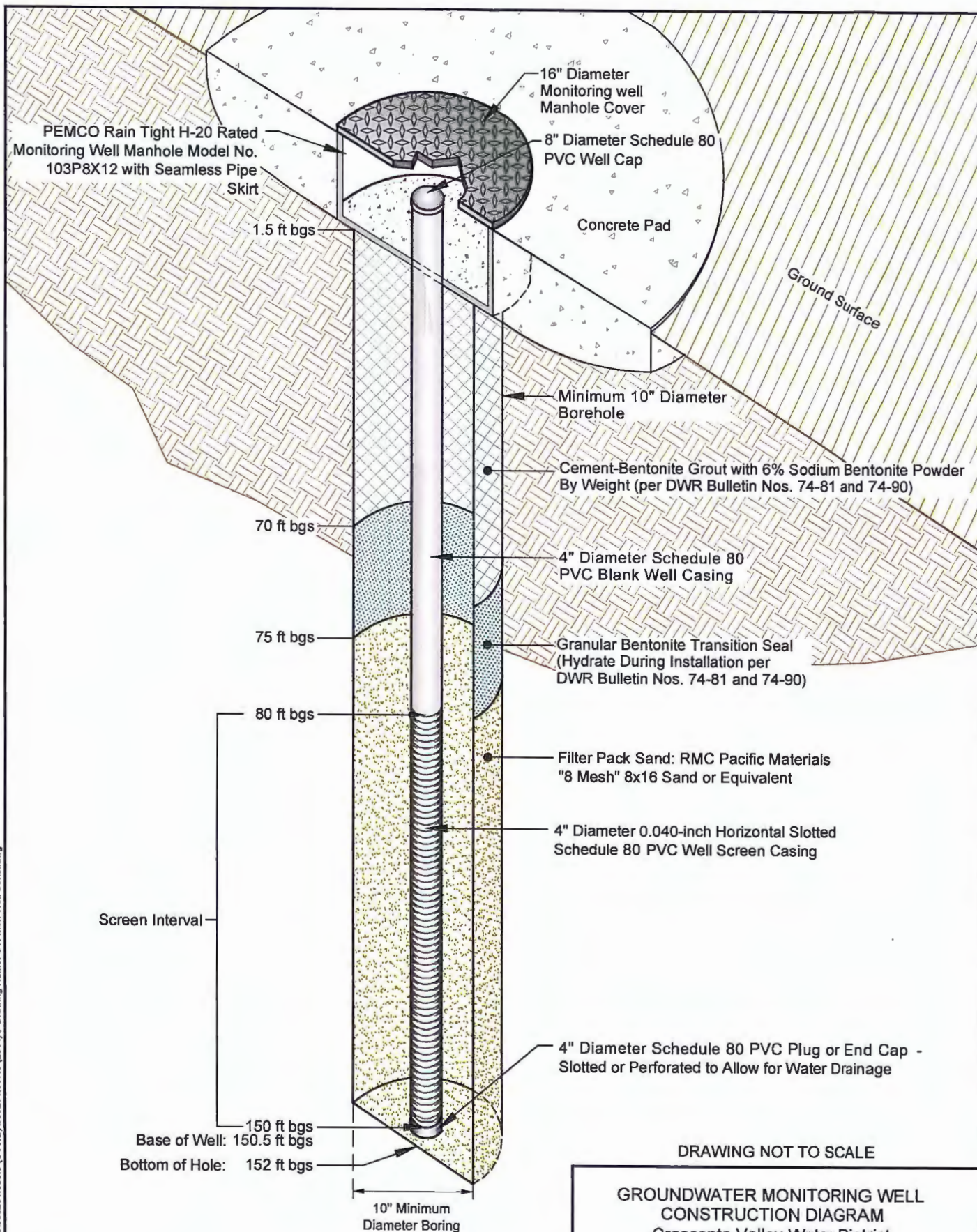
Basemap modified from an aerial photo from BING Maps, © 2012 Microsoft Corporation, available exclusively by DigitalGlobe, and a drawing by County of Los Angeles Department of Parks and Recreation, Sheet No. L-0.1, "Off Leash Dog Park Site Plan", dated 08/01/11.

CRESCENTA VALLEY COUNTY PARK WITH PROPOSED WELLS Proposed Verdugo Basin Stormwater Recharge Facility La Crescenta, California

By: jrw Date: 06/25/13 Project No. 0092310060



Plot Date: 04/08/14 - 10:00am, Plotted by: joanna.worrier
Drawing Path: W:\Projects\009231\000.0 (C:\WD)\009231_007.0 (2014). Drawing Name: GW Mon Well Const.dwg



Notes:

1. ft bgs = feet below ground surface.
2. PVC = polyvinyl chloride.

DRAWING NOT TO SCALE

GROUNDWATER MONITORING WELL CONSTRUCTION DIAGRAM Crescenta Valley Water District Los Angeles County, California

By: jrw Date: 04/08/14 Project No. 0092310070

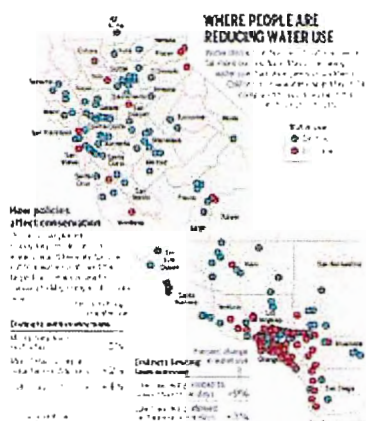


Figure 1

info item

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Sacramento

More Information

- Interactive: Water use trends across California
- Q&A: City of Sacramento watching for water run-off, watering violations
- Fines for brown lawns blocked by bill signed by Gov. Jerry Brown
- California's new water-waste penalty also applies to government, but who will enforce it?

The Public Eye: Voluntary water conservation not effective, data show

By Matt Weiser and Phillip Reese

mweiser@sacbee.com

Published: Monday, Jul. 28, 2014 - 12:00 am

Last Modified: Monday, Jul. 28, 2014 - 10:03 am

Voluntary conservation measures are not reliably saving water during the worst drought to hit California in a generation, according to data from water agencies across the state. Only mandatory conservation rules, backed by a threat of fines, seem to prompt consumers to save.

California water agencies with mandatory rules alone used 5 percent less water from January through May this year, compared to an average over the three previous years, according to a Bee analysis of the data. Agencies with only voluntary conservation measures saw water demand rise 4 percent over the same period.



The difference is even more significant when examining only the month of May. That is the most recent month for which data is available. It also was an unusually hot month in many areas and marks a point when it was obvious that drought was gripping the state.

During May, water agencies with mandatory conservation rules alone reduced water use 14 percent. Other agencies saw water use increase slightly.

"I was disappointed," said Felicia Marcus, chair of the State Water Resources Control Board. "That's why we chose to go with what I would call modest statewide regulations to send the message we are in a crisis. You should be doing a lot more, and you can be doing more without too much discomfort."

The data also revealed that Northern California is winning the conservation battle. About 75 percent of water districts north of the Grapevine, the Interstate 5 highway pass in Kern County, reduced their water use in May compared to previous years. Just 30 percent of districts south of The Grapevine could say the same.

The data on water use was collected by the state water board in a survey of 276 local water agencies. Statewide, it showed a 1 percent increase in total water use in May, compared with the same month in 2013.

As a result of that poor showing, the board on July 15 ordered larger water suppliers to impose mandatory restrictions on outdoor landscape irrigation, which accounts for more than 50 percent of urban water consumption in most communities. Water agencies that do not already have such rules on their books will be required to limit outdoor watering to two days per week. The state also banned washing driveways and sidewalks.

The action was backed up by a statewide opinion poll released last week by the Public Policy Institute of California. It found that 75 percent of those surveyed favor some form of mandatory water-use restrictions, and only 23 percent oppose such a move.

Before the state issued its new rules, 70 percent of water districts relied on voluntary restrictions, data showed. Just 10 percent had put mandatory restrictions in place. Another 20 percent of districts said they had a mixture of voluntary and mandatory rules.

Water agencies that restricted outdoor watering to two days a week produced some of the state's most impressive conservation results, with 90 percent cutting water use in May.

The East Bay city of Pleasanton is among those that have imposed such restrictions, with significant results. The city imposed its restrictions after water use in January soared more than 50 percent from 2013, about the same time it became clear that the city's water supply from the Sacramento-San Joaquin Delta would be sharply curtailed.

City leaders in March declared a mandatory 20 percent reduction in water use. In May, they upped it to 25 percent. Residents could water their lawns only twice a week.

They also told residents that if they did not reach the target, their water rates – low by Bay Area standards – would roughly double. Pleasanton advertised the charges heavily. They sent city workers to residents' homes to help set sprinklers to discharge the right amount of water.



After a two-month grace period, more than 95 percent of residents hit the 25 percent target, said Daniel Smith, director of the city's operation services, and water use has continued to decline in June and July. He said the mandatory restrictions were a key part of the strategy.

"It hasn't been easy," Smith said. "It's difficult to change habits."

Mixed messages

Pleasanton was one of several cities that put Northern California far ahead of its southern counterparts in the conservation battle. To a large extent, that effort was led by the Sacramento region, where water providers were among the first in the state to enact mandatory conservation rules.

"Compared to what we are seeing in Southern California, you've got to say, 'Wow,'" said Robert Roscoe, general manager of the Sacramento Suburban Water District, which serves about 45,000 water connections northeast of Sacramento and cut its water use 20 percent in May.

The drought unfolded differently in the two regions. In many areas of Northern California, communities have become accustomed to reliable winter storms to refill reservoirs, even in dry years. That didn't happen this year.

Southern California, by comparison, depends largely on water imported from other areas, including the Sacramento-San Joaquin Delta. As a result, it has spent billions building storage systems to bank water in wet years so it can survive without imported water in dry times.

The Metropolitan Water District of Southern California, a wholesaler that delivers imported water to many cities in the region, announced in January it had enough water in storage to meet demands in 2014 and that no extra conservation measures were needed. Within weeks, after Gov. Jerry Brown declared a statewide drought emergency, that message changed and the district proposed a voluntary 20 percent conservation target across its service area.

"The message here in Southern California has been very mixed," acknowledged Kevin Wattier, general manager of the Long Beach Water Department, which gets 60 percent of its water from local groundwater wells and the rest from Metropolitan. As a result, he said, "There has been an increase in water consumption in some cities."

Heat also played a role, with temperatures breaking records in many areas of the state during the first five months of the year.

Long Beach residents increased their water consumption 4 percent in May compared to an average of the three prior years. However, Wattier pointed out, when compared only to May 2013, water consumption was unchanged. He called this a "huge accomplishment," because May delivered record-breaking heat in the region. By June, he said, water consumption was down 4 percent in Long Beach compared to last year.

Long Beach is one of the few agencies in Southern California that had mandatory outdoor watering restrictions in place as early as March.

"It's our own belief about our responsibility as a utility, and our belief that you need to act  sooner rather than later," Wattier said. "If next winter is dry, we know that we're going to be in a

very, very serious situation throughout all of California next year, including here in Southern California. We know it takes a long time to get the kind of behavior change that we need to get.”

An empty lake

In the Sacramento region, it became clear as soon as Christmas that Folsom Lake was not going to refill anytime soon. The usual Pacific winter storms just weren’t coming. When the lake still stood depleted in January, many water suppliers began imposing conservation rules unlike anything seen before.

The state’s data show the results: The Sacramento region, after being one of the heaviest water users in the state for decades, transformed into a conservation leader. Among the 10 large water agencies with the best conservation results, four are in the Sacramento region.

Among them is the city of Folsom, which imposed strict water rules early in the drought. It posted a 25 percent cut in water use during May compared to previous years, among the best showings in the state.

The city is nestled on the south shore of Folsom Lake. In the past, it has been hard to convince residents to conserve water with that massive supply sitting nearby. This year, photos of a starkly-depleted Folsom Lake ran in newspapers across the nation to illustrate California’s drought.

Folsom residents noticed.

“They had a visual last November, December, January, just walking by,” said Marcus Yasutake, the city’s environmental and water resources director.

New regulations helped, too, Yasutake said. Folsom residents were told they could water their lawns only two days a week and that they had to cut water use by at least 20 percent. Many complied, including some who reported water waste in their neighborhoods to city officials.

At El Dorado Irrigation District, officials embarked on a massive campaign to encourage customers to conserve. Every week, the district posts prominent updates on its website showing progress by its customer base.

Water use in the district fell about 20 percent in May.

“We’ve done movie trailers before movies,” said district spokeswoman Mary Lynn Carlton. “We’ve done door hangers. We’ve done direct-mail letters. We’ve sent out letters to our top 10 percent of water users. We’ve done postcards. We have a Facebook page dedicated to this. We are going at it in a lot of different ways.”

The city of Sacramento did not make the top 10, but in January it became the first in the region to adopt a 20 percent mandatory conservation target for its residents. By May, it had achieved a 13 percent reduction, according to the state’s data. City officials recently reported consumption was down 17 percent for June.

Problem cities



In Southern California, many water agencies saw consumption head in the opposite direction.

The city of Santa Ana in Orange County recorded the worst performance of any water provider. According to data collected by the state, Santa Ana water use jumped 64 percent in May compared to the prior three-year average. But Santa Ana officials said that number resulted from a typographical error. In reality, water consumption increased 5.5 percent, said William Galvez, the city's interim public works director

He said the increase resulted from economic recovery in the city.

"We have a lot more commercial activity. That's where we're seeing the increase," Galvez said. "They're probably ramping up what they do like, for example, bakers stepping up how much water they consume. It's not coming from the residential sector, it's coming from the industrial and business sector."

Santa Ana gets 70 percent of its water from local groundwater wells, which Galvez said have been stable. The rest comes from water purchased from Metropolitan Water District. The city has not imposed any mandatory watering restrictions. But in September, the City Council will consider asking customers to meet a voluntary 5 to 10 percent conservation target, Galvez said.

Many Southern California water providers point out they are already far more frugal with water than other areas of the state, a result of living with more frequent shortages and reliance on expensive imported water. That makes it harder for them to cut water consumption significantly.

Santa Ana residents on average consume 108 gallons of water per person per day. Sacramentans, in comparison, consume 218 gallons each per day.

Increases in water demand were not limited to Southern California. The eco-friendly city of San Francisco stood out as one of the poor performers: Total consumption within the San Francisco Public Utility Commission service area increased 19 percent in May compared to the prior three years.

Officials at the commission object to that comparison, saying 2011 was a wet year that reduced consumption and skewed the results. A comparison with 2013 alone, they said, indicates customers cut water use 4.7 percent between February and May this year. The agency has asked customers to meet a voluntary 10 percent conservation target, and it recently stepped up public education with a catchy advertising campaign.

Steve Ritchie, assistant general manager at the utility, said some of the increase came from greater demand from wholesale customers, including the Alameda County Water District. He also said it will be tough to get more conservation from San Franciscans, who consume 49 gallons of water per person each day, one of the lowest rates in the state.

"We're getting a little bit, but we won't get a lot more from San Francisco," Ritchie said. "Over the last nine weeks, demand has been regularly down, and if it continues at this rate, we're definitely on track to make the 10 percent for the year."



Call The Bee's Matt Weiser at (916) 321-1264. Follow him on Twitter @matt_weiser.

Drought Friendly Plants Encouraged



By Jason KUROSU

California's extended drought has prompted the Crescenta Valley Water District to implement a yellow alert, an "extraordinary conservation alert" denoting that customers should minimize water usage and water outdoors no more than three days per week. Statewide, the situation has become so dire that a penalty of \$500 a day will be imposed upon customers who use excessive amounts of water starting Aug. 1.

Water agencies across the state are offering their customers rebates to replace their grass with drought-resistant plants and artificial turf.

CVWD, which has been in a yellow alert since May, is offering \$100 per 100 square feet of lawn removed and up to \$800 per water meter account. The lawn must be replaced with water-conserving plants, vegetable gardens or landscape structures such as gravel or mulch.

While many of these options require significantly less water, artificial turf, which requires no water, has reportedly not been a popular option within the Crescenta Valley.

CVWD program specialist Christy Scott said that the district is processing plenty of rebates, but that "less than 5% of them are for artificial turf."

The Metropolitan Water District is also offering rebates online through So Cal Water Smart, with rebates available for \$2 or more per square foot of turf removed.

Earlier this year, Gov. Jerry Brown called for California residents to reduce their water usage by 20%, but all indications are that the 20% goal has not been met.



On July 15, the State Water Quality Control Board officially announced the fines for residents who failed to conserve.

The fines will apply to numerous outdoor watering situations, such as allowing water to wash down driveways and sidewalks, using hoses without nozzles to wash cars or water lawns and using potable water for decorative fountains.

A statement released by the water board states, "Many communities and water suppliers have taken bold steps over the years and in this year to reduce water use. However, many have not and much more can and should be done statewide to extend diminishing water supplies."

Scott said that CVWD has not had to impose fines for excessive water users.

"Enforcement is currently done using existing staff as they are performing their regularly assigned duties," said Scott. "Most of the waste or water reports the district encounters are resolved with a letter or phone call and it has not been necessary to utilize the penalty portion of our ordinance."

The new regulations will remain in place for 270 days starting Aug. 1, after which they may be renewed.

For examples of drought-resistant plants for home lawns, visit the CVWD website that features the plants in their demonstration garden at

NEWS FROM CVWD

The Do's and Don'ts of Your Sewage/Wastewater System

Water not only comes into our homes – water also goes out. While a lot of attention is paid to how we use – or do not use – our water, very little attention is paid to the water that leaves our home – our sewage or wastewater. Sewage, or wastewater, runs out of the drains of our sinks and our bathtubs or showers, out of our dishwashers and clothes washers and is flushed down our toilets.

Can I put any liquid down the drain?

Many liquids can be poured down your drain, but others cannot. Some liquids can clog your sink pipes and possibly lead to more serious blockages down in the main sewage line. Fats, oil and grease, known as FOG, build up on the pipes and create most of the blockages in sewer/wastewater collection systems. Therefore, these should be disposed of in the trash. Sewer/wastewater blockages are serious and can cause spills, manhole overflows and backups into homes.

Every house should have a backflow valve to prevent sewage/wastewater from flowing back into the house due to a blockage. Also paint, varnish, thinner and solvents should not be disposed of down the drain.

Can I flush anything I want as long as it does not clog my toilet?

Not all flushable products are actually flushable as they do not fully dissolve. Over time, this can result in a blockage. Besides human waste, toilet paper is the only thing recommended to be flushed. Pharmaceuticals should not be flushed since it is extremely difficult for even the most modern wastewater treatment facilities to remove trace elements of many pharmaceutical drugs.

Can I put whatever I want down my cleanout pipe?

The purpose of your cleanout pipe is to gain access to your sewer/wastewater pipes in order to clear blockages – it should not be used for dumping anything – solids or liquids. There have been cases of leftover liquid plaster from the construction of swimming pools or spas being poured into the cleanout pipe. This liquid hardens as it travels through the sewer/wastewater pipes and the resulting solid blocks of material create serious sewage/wastewater spills and manhole overflows. Homeowners can be held financially responsible for the damage resulting from a blockage caused by using the cleanout as a disposal.

Crescenta Valley Water District (CVWD) sewer/wastewater system was installed in the 1980s; is it still in good condition and, therefore, not in need of maintenance?

All sewer systems require regular maintenance. The District must continually check and clean its over 70 miles of sewer or wastewater pipelines to prevent serious blockages and sewer overflows. During routine maintenance, bulky items that have illegally made their way into the sewer/wastewater system are removed and FOG buildup is cleaned from the pipes using high-pressure water sprayers on a specially equipped truck – the Vactor truck. The Vactor truck allows the District to clean up sewer overflows immediately and more cost effectively.

glendalenewspress.com/news/tn-gnp-me-0807-rockhaven-plans-put-on-shelf-20140806,0,3319241.story

Glendale News Press

Rockhaven plans put on the shelf

Stakeholders see no value in various development ideas for former sanitarium.

By Brittany Levine, brittany.levine@latimes.com

5:36 PM PDT, August 6, 2014

Glendale officials are putting on hold a plan to build on portions of a historic sanitarium advertisement after early development proposals fell flat with Crescenta Valley preservationists.

After meeting with community members to share the proposals for the city-owned Rockhaven, stakeholders weren't happy with any of the plans, which included senior housing, a private school, market-rate condominiums and affordable housing.

Now officials are giving preservationists a year to try and collect grants or donations that could subsidize turning the roughly 3.4-acre site bounded by Pleasure Way and Honolulu, Hermosa and La Crescenta avenues, into a public park.

"If we couldn't make this a consensus-driven, community-driven project, then the timing isn't right," said City Manager Scott Ochoa, adding that some residents had hoped to see more imaginative proposals than the ones received.

Glendale bought Rockhaven in 2008 for \$8.25 million to save it from development. However, as the city's finances shrank because of the protracted recession, the city planned to open the door to development as an attempt to preserve some of Rockhaven's historic character.

The plan was to make the development a public-private partnership, with any final proposal including public access and adaptive reuse of historic buildings since Glendale doesn't have the money to improve the property on its own.

Rockhaven, built in 1923, has about 1.2 acres of vacant parcels near the middle bounded by historic structures and protected trees as well as a Glendale Water & Power well.

Some of the proposals received last month didn't include much public space, such as a 360-student college preparatory school that was pitched. Others did, but they missed the mark, preservationists said.

"There was too much housing and not enough parkland," said Mike Lawler, program chair of the Historical Society of Crescenta Valley.

One proposal included 100 to 150 units of market-rate senior housing, a children's educational center and a public park with a playground, bocce ball court, duck pond and amphitheater, according to city documents.

Another recommended 47 condo units with a community room and a 1-acre public park that would have been controlled by a homeowners association.

A third suggested 76 affordable housing units and a 36,000-square-foot public park.

"I want some time to aim higher," said Joanna Linkchorst, president of Friends of Rockhaven, which works to maintain the facility and lead tours. "We want to see if we can achieve something more."

Linkchorst is now on the hunt for funds. Crescenta Valley preservationists are looking for grants and donations in an attempt to forgo development. But in a year from now if they are not successful, the city may restart the proposal process.

"It's daunting because this is a really huge task," Linkchorst said. "It's also very exciting that we might actually be able to do something, we have this opportunity to do something really big."

For more information about efforts to raise money for Rockhaven, email friendsofrokhaven@gmail.com.

brittany.levine@latimes.com

INPO ITEM

glendalenewspress.com/news/tn-gnp-glendale-city-council-boosts-water-rates-20140805,0,2006311.story

Glendale News Press

Glendale City Council boosts water rates

Increase is an adjustment from previous bump undone by miscalculations.

By Brittany Levine, brittany.levine@latimes.com

8:00 PM PDT, August 5, 2014

The City Council on Tuesday approved four years of water-rate increases that would have less of an impact than one recommended by city officials, but would hit pocketbooks more than [a proposal by Mayor Zareh Sinanyan](#) that did not get Glendale Water & Power back into the black. advertisement

The rate bumps are set to affect customers differently depending on how much water they use, the size of their meter and their customer class, but on average, systemwide, they will boost rates by a compounded 20.1% over four years. By 2018, the utility will have \$4.4 million in reserves under the approved plan.

It is currently roughly \$10 million in the hole because Glendale Water & Power continued to make capital improvements, such as revamping storage facilities, while the council passed on rate increases in the mid-2000s, officials have said.

Sinanyan [suggested a rate increase that would ratchet up rates by a compounded 12.55%](#), on average systemwide, but that left the utility with a \$200,000 deficit in 2018.

For Sinanyan, the relatively small debt was worth it because it could give customers a reprieve and be handled at a later date.

“I think that’s the fair thing to do,” he said.

But other council members described his reasoning as fiscally irresponsible, citing rising imported water rates, the threat of future natural disasters like earthquakes, and even the costly impacts of unanticipated water-main breaks such as the one in Los Angeles last week that flooded the UCLA campus. The majority of Glendale’s water is imported from the Metropolitan Water District of Southern California.

“To be prudent, we need to expect the unexpected,” said Councilman Ara Najarian.

The city approved multiple years of water-rate hikes in 2012, but [those were miscalculated by a consultant](#). The rates undercharged some customers, overcharged others and prompted the utility to collect millions of dollars less than expected. The council also agreed on Tuesday to reimburse

Glendale Water & Power customers who were overcharged — fire-line customers were overcharged \$3.4 million.

Overall, customers will see their rates increase, on average systemwide, by about 30% between 2012 and 2018, if the botched and new rate increases are added together, said City Manager Scott Ochoa.

The new rates are meant to fix the bungled ones and get Glendale Water & Power into positive cash flow, he said.

The city has sued the consultant, Willdan Financial Services of Temecula. Glendale is seeking more than \$9 million in damages.

Under the approved water rates, which are set to take effect Sept. 1, a typical single-family customer using 19 hundred cubic feet of water, or 14,212 gallons, with a three-quarter-inch water meter, would see their monthly \$72.12 bill increase by \$6.70, or 9%, the first year and by \$17, or 24%, to \$89.12 by fiscal year 2017-18, according to a city report.

A commercial customer using 100 hundred cubic feet of water, or 748,000 gallons, with a 2-inch water meter, would see their monthly \$382.38 bill decrease by \$33.72, or 9%, the first year and increase by \$11.09, or 3%, to \$393.47 by fiscal year 2017-18.

The rate plan also includes an adjustable drought charge to keep the utility's revenue consistent even as customers make mandatory water cutbacks. However, the council on Tuesday suspended the drought fees for six months.

The deferment may cost the utility about \$1 million, Ochoa said. That would bring down the \$4.4 million in cash reserves expected in 2018 under the new plan to \$3.4 million, he said.

The drought fees would charge customers a flat rate of 75 cents per hundred cubic feet of water used, or about 748 gallons, during the second phase of a multiphase mandatory water-conservation plan.

A typical single-family customer uses 19 hundred cubic feet of water per month, so in the first phase, they would receive a \$14.25 monthly drought charge. But that extra expense could be canceled out by conserving water, which would lower their regular water charge and, therefore, keep their bill roughly consistent, said Steve Zurn, general manager of Glendale Water & Power.

The drought rate would increase to \$1.30 in the third phase, \$2.02 in the fourth phase and \$3.03 in the final fifth phase, Zurn said.

INFO ITEM

News Release



**Foothill Municipal Water District
4536 Hampton Road
La Cañada Flintridge, CA
(818) 790-4036**

Contact: Nina Jazmadarian
General Manager

FOR IMMEDIATE RELEASE

August 6, 2014

City of La Cañada Flintridge to Reconvene Water Committee

On August 4, 2014, Foothill Municipal Water District (FMWD or District) Board President Richard Atwater briefed the La Cañada Flintridge City Council on current water supply conditions and opportunities to address the ongoing drought.

“In light of worsening drought conditions and uncertainty with the upcoming wet season, reconvening the City’s Water Committee is a prudent action,” said FMWD Board President Atwater.

The Committee was first established by the City in 2009 and included representatives of the five local water utilities, City staff, City Council representatives, environmental advocates, as well as representatives from some of the largest consumers of local water from within the community, including the La Cañada Unified School District and Descanso Gardens.

An emphasis of the Committee included expanding public education regarding the region’s water supply and evaluation of the community’s current and future water needs.

The decision by the City Council to reconvene the Water Committee follows an action taken by the California Office of Administrative Law on July 28, 2014 approving emergency regulations that mandate statewide water conservation measures.

As a result, the following prohibitions apply to all Californians:

- The application of potable water to any driveway or sidewalk

- Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures.
- Using a hose that dispenses potable water to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle.
- Using potable water in a fountain or decorative water feature, unless the water is recirculated.

“FMWD is fully committed to answering the Governor’s call,” said FMWD Board President Atwater. “The support of the City of La Cañada Flintridge and revitalization of its Water Committee are appropriate measures to ensure compliance with the State’s mandated water conservation measures.”

For more information about the City’s Water Committee please contact the City of La Cañada Flintridge at 818-790-8880. For more information on water use restrictions please contact your local water agency. The water agencies serving the City of La Cañada Flintridge are:

Crescenta Valley Water District	(818) 248-3925
La Cañada Irrigation District	(818) 790-6749
Mesa Crest Water Company	(818) 790-2071
Valley Water Company	(818) 790-5516

Foothill Municipal Water District provides imported water to Crescenta Valley Water District, La Cañada Irrigation District, Mesa Crest Water Company, Valley Water Company, Lincoln Avenue Water Company, Las Flores Water Company and Rubio Cañon Land & Water Association. Kinneloa Irrigation District, another retail agency, takes no water from Foothill.

--END--



City of Glendora
116 E. Foothill Blvd.
Glendora, CA 91741-3335
Water Billing: (626) 914-8239

INFO ITEM



***AUTO**SCH 5-DIGIT 91740

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MORGEN A DUROSE
645 S PENNSYLVANIA AVE
GLEN DORA, CA 91740-4324

Dear Resident,

As you know, we are facing a significant drought and the Governor has called upon all Californians to try to reduce water usage by 20%. Glendora's have been conserving water since 2008 when we implemented water restriction requirements. In fact, we have saved about 12% despite more people moving into our community and a rebounding business sector.

Weather officials predict that this drought will continue. We are asking our ratepayers to make additional efforts to conserve. We have a team of qualified staff that are eager to perform water efficiency reviews with you. They can assist in answering your questions and show you easy steps that will help you conserve even more. This is a free inspection and can easily be arranged by calling (626) 852-4838 or emailing Jaquilar@ci.glendora.ca.us.

This same team can provide you with the many rebate programs that are available through Metropolitan Water District and the City of Glendora. They include the offset of purchasing water efficiency devices like low flow toilets; smart sprinkler controllers; sprinkler nozzles and turf removal programs to name a few. We want to partner with you!

The State of California has also implemented restrictions that match our current restrictions on unwise water usage. These include:

- Allowing water to excessively runoff into gutters, sidewalks and streets.
- Using a hose that does not have a shut off nozzle
- Using water to wash down sidewalks, driveways or other hard surfaces.

Conserving water should be everyone's goal. However, conserving does not require us to let properties go unkempt or allow our precious vegetation die. Our environment relies heavily on vegetation to help keep our air clean and provide a habitat for wildlife and other creatures. Through the turf removal program, you can have a landscape that provides wonderful curb appeal and continues to keep our environment balanced. You can Google to see many wonderful examples of small to very large uses of drought tolerant landscapes. We also have three drought tolerant demonstrations gardens – Glendora Library, Gladstone Park, and the Water Yard – that will show you firsthand the variety of drought tolerant plants and how they can add color to your landscape.

We are confident that Glendora will continue to do its fair share in conserving our very precious water resource. Thank you for your continued assistance and cooperation in this effort.

Sincerely,

David A. Davies
Public Works Director



Written
Communication

Wendy Holloway

From: justin
Sent: Wednesday, July 23, 2014 9:41 PM
To: Wendy Holloway
Subject: Re: Account history justin smith

Just wanted you to know that everything went well at the us embassy and we got verbally approved for a passport. Without your help there would definitely have been a delay because I couldn't get a hold of any other utility bills so really big thanks again. Justin

Sent from my iPad

On Jul 14, 2014, at 8:32 PM, "Wendy Holloway" <wholloway@cvwd.com> wrote:

Here is your billing and payment history. Let me know if you need anything else.

Thank you,

Wendy Holloway
Customer Accounts Supervisor
Crescenta Valley Water District
(818) 248-3925 office
(818) 249-1659 fax

-----Original Message-----

From: [justinabc](#)
Sent: Monday, July 14, 2014 5:32 AM
To: customerservice
Subject: Account history justin smith

Currently overseas trying to get passport for new born baby and need to show 5 year history of my USA residence thru utility bill. Please let me know if you can e mail me this or if there is some way for me to get that info. I tried my acc history online and it seems to only go back 1 year. Thank you justin smith

Sent from my iPad

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For more information please visit <http://www.mimecast.com>

CRESCENTA VALLEY WATER DISTRICT
FISCAL YEAR 2013-14
BUDGET VERSUS ACTUAL
FOR THE YEAR ENDED JUNE 30, 2014
PRELIMINARY

Description	Budget	Ending Balance	End Bal % of Budget	Variance
Water Sales - Consumers	4,782,000	4,793,249	100.24%	(11,249)
FMWD Charge	2,648,000	2,595,157	98.00%	52,843
Water Sales- Service Charge	1,750,000	1,728,218	98.76%	21,782
Water Sales - Fire Service	32,000	31,575	98.67%	425
Water Sales - Others	52,000	70,271	135.14%	(18,271)
Meter Installation/Hydrant	35,000	24,883	71.09%	10,117
Water Systems Connect Fee	75,000	62,660	83.55%	12,340
Other Income	5,500	2,363	42.97%	3,137
Operating Revenues	9,379,500	9,308,376	99.24%	71,124
Interest Earned - Water	50,000	172,560	345.12%	(122,560)
Interest Earned-2007 COPS Proc	-	223		(223)
Fair Value Adjustment	-	224,331		(224,331)
Gain/Loss on Sale of Assets	-	4,360		(4,360)
Gain/Loss on Sale of Investments	-	48,793		(48,793)
Rental Income	22,500	21,573		927
Other - MTBE Settlement	-	6,872,846		
Non-Operating Revenue	72,500	471,839	650.81%	(399,339)
Revenue- excludes MTBE settlement	9,452,000	9,780,216	103.47%	(328,216)
Director Fees	8,100	8,370	103.33%	(270)
Officer Salaries	147,800	144,628	97.85%	3,172
Administrative Services-Labor	353,600	312,017	88.24%	41,583
Administrative Services-OT	5,700	6,127	107.50%	(427)
Engineering-Labor	410,700	301,033	73.30%	109,667
Engineering-OT	750	2,164	288.57%	(1,414)
Automobile Allowance	8,700	8,700	100.00%	-
Employer Portion of PERS	272,800	264,073	96.80%	8,727
Taxes-Payroll	130,900	126,904	96.95%	3,996
Sick Leave/Vacation-Office	129,400	130,984	101.22%	(1,584)
Health Dental Vision	123,200	124,616	101.15%	(1,416)
Retiree Health Care Expense	80,700	86,345	107.00%	(5,645)
Life and Disability Insurance	8,200	8,374	102.12%	(174)
Self Insurance	13,100	11,286	86.15%	1,814
Workers' Compensation Ins	16,500	14,131	85.64%	2,369
Administrative Services-Plant	233,900	219,552	93.87%	14,348
Administrative OT-Plant	-	466		(466)
System Operations	320,900	295,911	92.21%	24,989
System Operations OT	17,900	24,712	138.06%	(6,812)
Maintenance - Labor	388,100	294,955	76.00%	93,145

Description	Budget	Ending Balance	% of Budget	Variance
Maintenance OT	18,100	42,065	232.40%	(23,965)
Standby Pay	46,000	42,002	91.31%	3,998
Sick Leave/Vacation-Plant	86,300	87,323	101.19%	(1,023)
Health Dental Vision	140,100	132,108	94.30%	7,992
Workers' Compensation Ins	74,500	58,439	78.44%	16,061
Labor Transfer to Capital	(150,000)	(128,357.86)	85.57%	(21,642)
Compensation and Benefits	2,885,950	2,747,285	95.20%	267,023
GL, Property, Fidelity Ins	50,000	46,256	92.51%	3,744
Accounting	12,500	15,079	120.63%	(2,579)
Legal	48,500	42,935	88.53%	5,565
Legal - MTBE	-	-		-
Administrative Consultants	45,000	13,586	30.19%	31,414
Stormwater Recharge Study 903A		21,125		(21,125)
Election Expense	40,000	36,751		3,249
Building Maintenance-Office	10,000	10,135	101.35%	(135)
Landscaping Expense	6,000	5,129	85.48%	872
Office Supplies & Misc Expense	4,000	5,459	136.46%	(1,459)
Computers and Network	25,000	21,660	86.64%	3,340
Computer Software	37,500	18,067	48.18%	19,433
Software Maintenance/Licenses	18,000	17,551	97.51%	449
Utilities	18,000	17,698	98.32%	302
Land-Line Phones/Communication	29,000	24,475	84.40%	4,525
Cell Phones-Office	17,500	15,078	86.16%	2,422
Printing Postage Stationery	39,500	41,638	105.41%	(2,138)
Uncollectible Accounts	5,000	4,683	93.66%	317
Water System Fees	65,000	47,454	73.01%	17,546
Engineering Expense	13,000	10,511	80.86%	2,489
Water Conservation Expense	71,000	31,208	43.95%	39,792
Water Conservation Advertising	10,000	-	0.00%	10,000
Water Conservation Turf Rebate	25,000	51,061	204.24%	(26,061)
Water Conservation Rebates	13,000	50	0.38%	12,950
Training-Office	13,000	5,931	45.62%	7,069
Conferences & Seminars	13,000	10,260	78.92%	2,740
Conferences & Seminars-Board	1,500	3,216	214.41%	(1,716)
Mileage Reimbursements	750	48	6.45%	702
Misc Administration	4,000	2,550	63.76%	1,450
Misc Administration-Board	1,500	1,286	85.76%	214
Memberships/Subscriptions	20,000	23,501	117.51%	(3,501)
Bank Charges	11,500	12,818	111.46%	(1,318)
Gen'l and Admin Expenses	667,750	557,199	83.44%	110,551

Description	Budget	Ending Balance	% of Budget	Variance
Amortization of Intangibles	15,000	8,927	59.51%	6,073
Amortization of Investment Premium		(3,922)		3,922
Interest Expense - Notes	387,400	386,488	99.76%	912
Interest Expense - Pension				-
Rental Expense - PA House	2,500			2,500
Rental Expense - Sycamore House		4,837		(4,837)
Non-Operating Expense	404,900	396,329	97.88%	8,571
Taxes-Property	11,500	12,030	104.61%	(530)
Building Maintenance-Plant	11,000	10,417	94.70%	583
Landscaping Expenses-Plant	6,000	4,716	78.60%	1,284
Office Supplies & Misc Expense	6,000	8,880	148.00%	(2,880)
Utilities-Plant	12,000	16,329	136.08%	(4,329)
Land-Line Phones/Communication	29,000	37,923	130.77%	(8,923)
Cell Phones-Plant	8,500	8,159	95.99%	341
Training-Plant	7,000	7,010	100.15%	(10)
Operator Certifications-Educ	4,000	5,675	141.86%	(1,675)
Safety & Security	15,000	24,909	166.06%	(9,909)
Uniforms	10,000	9,700	97.00%	300
Emergency Operations/Repairs	5,000	980	19.60%	4,020
Permit & Assessment Fees	2,000	1,198	59.90%	802
Tools and Equipment Maintenance	15,000	12,008	80.05%	2,992
Nitrate Plant	80,000	39,189	48.99%	40,811
Telemetry & Signal System	8,500	8,241	96.95%	259
SCADA Hardware	6,000	2,861	47.68%	3,139
SCADA Software	14,000	204	1.46%	13,796
SCADA Phone Lines	4,000	1,593	39.82%	2,407
Lab & Sampling Expense	92,000	52,308	56.86%	39,692
Lab & Sampling Expense - MTBE	-	62,427		(62,427)
Chlorine & Treatment Expense	55,000	61,361	111.57%	(6,361)
Water Plant Operation Expense	401,500	388,116	96.67%	22,878
Purchased Water	2,109,395	3,150,800	149.37%	(1,041,405)
Power Purchased - Pumping	637,000	658,340	103.35%	(21,340)
Water System Expense	2,746,395	3,809,140	138.70%	(1,062,745)
Backflow Expense	1,000	389	38.91%	611
Pipelines - Maintenance	50,000	18,930	37.86%	31,070
Pipelines-Paving	27,000	12,908	47.81%	14,092
Fire Hydrant Repair/Replace	26,000	547	2.11%	25,453
Pipelines-Leak Detect/Repair	25,000	330	1.32%	24,670
Pipelines-Trench Plate Rentals	1,000	1,229	122.94%	(229)
Water Sampling Stations	-	669		(669)
Pipelines - Valves	20,000	-	0.00%	20,000
Reservoir Maintenance	94,000	30,917	32.89%	63,083
Reservoir Landscape	24,000	19,855	82.73%	4,145
Meter Maintenance	255,000	328,235	128.72%	(73,235)
Meters - Paving	190,000	337,413	177.59%	(147,413)
Meter Repair/Replace/Upgrade	32,000	4,948	15.46%	27,052

Description	Budget	Ending Balance	% of Budget	Variance
Lateral Leaks and Repairs	40,000	90,443	226.11%	(50,443)
Meters - Trench Plate Rentals	1,000	6,475	647.48%	(5,475)
Meters - D-Jobs		9,710		(9,710)
Well Site - Maintenance	28,000	27,331	97.61%	669
Well Site - Landscape	13,000	7,581	58.31%	5,419
Well Site - Lease Payment	300	300	100.00%	-
Maintenance - Booster Pumps	60,000	58,700	97.83%	1,300
Emergency Power Generators	7,500	11,712	156.16%	(4,212)
Auto/Truck Maintenance	30,000	76,727	255.76%	(46,727)
Auto/Truck Maintenance-Gas	26,000	25,875	99.52%	125
Auto/Truck Maintenance-Diesel	16,000	17,042	106.51%	(1,042)
Inventory Shrinkage/Disposal		54,925		(54,925)
Distribution System Expense	966,800	1,143,191	118.24%	(176,391)
Expense	8,073,295	9,041,261	111.99%	(830,114)
	1,378,705	738,955		

Water CIP Projects & Capital Outlay/Equipment	2,472,000	1,461,049	59.10%	1,010,951
COPS Prinipal Payments	225,000	225,000	100.00%	-
OPEB Fund	100,000	100,000.00		
NET INCOME/(LOSS) ON BUDGET	(1,418,295)	(1,047,094)		

Revenue Less Operating Expenses from GL	1,135,284
Debt Service - Principal and Interest	611,488
	1.86

These items are not included in above expenses:

Post Employment Medical Benefits	366,985
Depreciation - Office	77,243
Depreciation-Pumping	403,763
Depreciation-Distribution	590,469
Depreciation-Nitrate Plant	105,685
Non-Cash Expense Items	1,544,144

Description	Budget	Ending Balance	% of Budget	Variance
Sewage Disposal Sales	3,193,000	3,228,366	101.11%	(35,366)
Property Owner Assessments	9,000	29,815	331.28%	(20,815)
Sewer Permits	5,000	1,000	20.00%	4,000
Other Income - Wastewater	7,000		0.00%	7,000
Operating Revenues	3,214,000	3,259,181	101.41%	(45,181)
Interest Earned - Sewer	500	207	41.44%	293
Gain/Loss on Sale of Assets				
Rental Income	7,500	7,191	95.88%	309
Non-Operating Revenue	8,000	7,398	92.48%	602
Revenue	3,222,000	3,266,579	101.38%	(44,579)
Director Fees	8,100	8,370	103.33%	(270)
Officer Salaries	147,400	144,628	98.12%	2,772
Administrative Services-Labor	235,600	239,655	101.72%	(4,055)
Administrative Services-OT	3,850	6,127	159.15%	(2,277)
Engineering-Labor	133,200	100,029	75.10%	33,171
Engineering-OT	250	721	288.57%	(471)
Automobile Allowance	8,700	8,700	100.00%	-
Employer Portion of PERS	181,500	176,593	97.30%	4,907
Taxes - Payroll	86,600	84,603	97.69%	1,997
Sick Leave/Vacation-Office	42,900	43,661	101.78%	(761)
Health Dental Vision	82,100	83,046	101.15%	(946)
Retiree Health Care Expense	54,700	57,564	105.24%	(2,864)
Life and Disability Insurance	5,500	5,583	101.50%	(83)
Self Insurance	8,700	6,894	79.24%	1,806
Workers' Compensation Ins	11,000	9,420	85.64%	1,580
Administrative Services-Plant	77,800	61,776	79.40%	16,024
Administrative OT-Plant	167	155	92.99%	12
Maintenance-Plant Labor	204,700	153,163	74.82%	51,537
Maintenance- OT	11,300	27,434	242.78%	(16,134)
Standby Pay	15,300	14,001	91.51%	1,299
Sick Leave/Vacation-Plant	28,600	29,108	101.78%	(508)
Health Dental Vision	93,400	88,014	94.23%	5,386
Workers' Compensation Ins	49,100	38,959	79.35%	10,141
Transfer to Capital	(4,833)	(2,909)	60.19%	(1,924)
Compensation and Benefits	1,485,634	1,388,203	93.44%	100,340
GL, Property, Fidelity Ins	50,000	46,256	92.51%	3,744
Accounting	12,500	15,079	120.63%	(2,579)
Legal	16,000	15,546	97.16%	454
Administrative Consultants	15,000	9,519	63.46%	5,481
Election Expense	40,000	36,751		3,249
Building Maintenance-Office	3,250	3,378	103.95%	(128)
Landscaping Expense-Office	2,000	1,710	85.48%	291
Office Supplies & Misc Expense	4,000	5,442	136.04%	(1,442)
Computers and Network	8,500	7,312	86.02%	1,188

Description	Budget	Ending Balance	% of Budget	Variance
Computer Software	12,500	6,022	48.18%	6,478
Software Maintenance/Licenses	6,000	5,850	97.50%	150
Utilities	6,000	5,522	92.04%	478
Land-Line Phones/Communication	9,500	8,158	85.88%	1,342
Cell Phones-Office	5,750	5,019	87.29%	731
Printing Postage Stationery	39,500	41,406	104.82%	(1,906)
Uncollectible Accounts	1,700	1,658	97.50%	42
Engineering Expenses	4,250	3,504	82.44%	746
Training-Office	4,250	1,172	27.57%	3,078
Conferences & Seminars	4,250	3,166	74.49%	1,084
Conferences & Seminars-Board	500	1,072	214.41%	(572)
Mileage Reimbursements	250	16	6.45%	234
Misc Administration	1,350	1,069	79.20%	281
Misc Administration-Board	500	444	88.83%	56
Memberships/Subscriptions	6,500	7,591	116.78%	(1,091)
Bank Charges	11,500	11,092	96.45%	408
Gen'l and Admin Expenses	265,550	243,752	91.79%	21,798
Rental Expense - PA House	850			850
Rental Expense - Sycamore House		1,612		(1,612)
Non-Operating Expense	850	1,612		(762)
Taxes-Property	3,750	4,010	106.93%	(260)
Building Maintenance-Plant	3,750	3,445	91.87%	305
Landscaping Expense-Plant	2,000	1,572	78.59%	428
Office Supplies & Misc Expense	2,000	9,044		
Utilities-Plant	4,000	3,558	88.95%	442
Land-Line Phones/Communication	9,500	12,641	133.07%	(3,141)
Cell Phones-Plant	2,800	2,720	97.13%	80
Training-Plant	2,350	1,987	84.57%	363
Operator Certifications-Educ	4,000	622	15.55%	3,378
Safety & Security	5,000	8,020	160.40%	(3,020)
Uniforms	3,300	3,233	97.98%	67
Tools and Equipment Maintenance	5,000	18,098	361.95%	(13,098)
Power Purchased	700	691	98.71%	9
Telemetry & Signal System	2,800	2,641	94.31%	159
SCADA Hardware	2,000	-	0.00%	2,000
SCADA Software	4,750	-	0.00%	4,750
SCADA Phone Lines	1,300	-	0.00%	1,300
Wastewater Operation Expense	59,000	72,281	122.51%	(14,288)

Description	Budget	Ending Balance	% of Budget	Variance
Pipeline Maintenance	8,000	27,842	348.02%	(19,842)
Autos/Truck Maintenance	20,000	46,232	231.16%	(26,232)
Auto/Truck Maintenance-Gas	8,500	8,026	94.42%	474
Auto/Truck Maintenance-Diesel	5,400	5,681	105.20%	(281)
Inventory Shrinkage/(Overage)		-		-
Sewer Flow Monitoring Expense	20,000	14,555	72.78%	5,445
Sewer Camera Van Inspection	1,500	3,248	216.52%	(1,748)
Sewer Interceptor Maintenance	3,000	1,243	41.43%	1,757
Sewer Lift Station Maintenance	5,000	4,338	86.76%	662
Collection System Expense	71,400	111,165	155.69%	(39,765)
Wastewater System Expense	1,421,300	914,177	64.32%	507,123
Treatment Expense-Wastewater	35,000	-	0.00%	35,000
Wastewater System Expense	1,456,300	914,177	62.77%	542,123
Expense	3,338,734	2,731,191	81.80%	609,445
WASTEWATER INCOME/(LOSS) BEFORE NON-	(116,734)	535,388		

Sewer CIP and Capital Outlay
NET INCOME/(LOSS) ON BUDGET

251,200 19,082
(367,934) 516,306

These items are not included in above expenses:

Post Employment Medical	244,656
Depreciation-Office	1,471
Depreciation-Pumping	9,630
Depreciation-Collection System	766,209
Non-Cash Expense Items	1,021,966

	12,674,000	13,046,795
	11,412,029	11,772,452
INCOME/(LOSS) BEFORE NON-CASH EXPENSES	1,261,971	1,274,343
	3,048,200	1,805,131
	-	-
	<u>(1,786,229)</u>	<u>(530,788)</u>

Memorandum

DATE: August 6, 2014

TO: Board of Directors

FROM: Dennis A. Erdman 

RE: General Manager's Report

CC: Management Staff

National Night Out (August 5, 2014) for the Glenwood neighborhood was hosted by CVWD at the District's treatment plant and corporate yard. There was a strong turnout from the neighbors along with Glendale Police and Glendale Fire Departments. One council member from Glendale City Council and a representative from Assemble Member Gato's office also attended. Door prizes were given away and children were treated to face painting. The tables and chairs on the lawn were filled most of the evening with neighbors getting to know one another and socializing. Director Erickson and Director Tejeda were present during the event along with CVWD staff. Many compliments and words of appreciation for the District's hospitality were offered by the attendees. My thanks to the staff (Wendy Holloway, Larry Byers, Natalie Bellissimo, and Pam Leddy) who did an excellent job preparing for the event, and for a terrific job all evening.

As summer continues, drought impacts are becoming more apparent throughout California. The Governor and State Water Board are asking for increasingly stringent drought mitigation measures. Many water purveyors are communicating directly with their customers in asking for water conservation. The information packet of this agenda has a letter from the City of Glendora to their customers as an example of the message being sent. I encourage the CVWD Board to consider authorizing a similar message to District customers. We all hope for a productive winter in terms of precipitation, but there are no guarantees that will happen. We may face water shortages again next year and need to prepare.

ACWA-JPIA has provided some preliminary information related to the accident involving vehicle 13, the small dump truck. It was determined to be a total loss and CVWD will receive about \$22,000 as the insurance payoff for the vehicle. We will be able to salvage the dump body and install it on a new chassis. The new running gear will cost about \$45,000. A more detailed staff report will be in the September agenda packet.

On August 6, the District held the first of two training sessions related to construction safety. All field staff and a number of engineering department staff will attend these classes. The District is also hosting a Defensive Driver training session later this month. As of the date of this memorandum, the District has worked 56 days without a lost time accident. The previous interval was 213 days without a lost time accident. Presently there is one employee who is off work due to injury and at this his return to work status is not known. There are two employee anniversaries this month, Darlene Telles (1 year) and Dennis Erdman (10 years).