

# Board Meeting Agenda

Russ Baggerly, Director  
Mary Bergen, Director  
Bill Hicks, Director

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
February 22, 2012  
3:00 P.M. – DISTRICT OFFICE

**Right to be heard:** Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. Public Comments
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
  - a. Minutes of the January 7, 2012 Board Meeting.
  - b. Minutes of the February 8, 2012 Board Meeting.
  - c. Recommend receipt of the Casitas Water Adventure End of Year report.
  - d. Recommend letters of appreciation to Sue Hughes and Anthony Emmert for their assistance with Prop 50 supplemental funding.
  - e. Resolution authorizing withdrawal of membership in Ventura County Regional Energy Alliance.

RECOMMENDED ACTION: Adopt Consent Agenda

5. Bills
6. Committee/Manager Reports
  - a. Executive Committee Minutes
  - b. Personnel Committee Minutes
  - c. Finance Committee Minutes

7. Resolution awarding award of a contract SWRCB Grant Improvement Project – Pipe Bridge and Instrumentation, Specification 11-344 to Toro Enterprises Inc in the amount of \$515,200.

RECOMMENDED ACTION: Adopt Resolution

8. Recommend approval of a letter to Ventura County Resource Management Agency regarding the Mosler Quarry.

RECOMMENDED ACTION: Motion approving recommendation

9. Recommend approval of leak relief to the estate of Pauline Davis in care of Diane Atkinson in the amount of \$1,370.08.

RECOMMENDED ACTION: Motion approving recommendation

10. Recommend approval of the agreement for the operation and management of the Casitas Water Adventure Temporary Seasonal Snack Bar Concession at Lake Casitas Recreation Area with the Butcher Shop.

RECOMMENDED ACTION: Motion approving recommendation

11. Information Items:

- a. Recreation Area Report for January 2012.
- b. Letter from Ventura River County Water District regarding assistance received from Casitas employee Jerry Herrera.
- c. Results from recent Surplus Sale.
- d. Informational memo regarding the preliminary budget preparation schedule.
- e. News Articles.
- f. Investment Report.

12. Closed Session

- a. Conference with Real Property Negotiators (Govt. Code Sec. 54956.8)

Property: Lake Casitas Recreation Area Marina  
Park Store

Agency Negotiator: Steve Wickstrum

Under Negotiation: Terms, price and contractual conditions

- b. (Govt. Code Sec. 54956.9 (c))  
Conference with Legal Counsel – Anticipated Litigation (One case).

- c. Liability Claims (Govt. Code Sec, 54956.95  
Claimant: State Farm  
Agency Claimed Against: Casitas Municipal Water District
  - d. Public Employee Performance Evaluation (Govt. Code Sec. 54957)  
Title: General Manager
13. Discussion and possible recommendation for approval of modification to the General Manager's compensation.
14. Adjournment

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a).

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
January 7, 2012

A meeting of the Board of Directors was held January 7, 2012 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were one staff members and two members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments.

None

2. General Manager Comments.

Mr. Wickstrum discussed the possible finding of New Zealand Mud Snails on a vessel trying to obtain entry to the lake yesterday. It was a good exercise for us to review how we follow up when we do find something.

Mr. Wickstrum then reported that the date for a meeting regarding the Safety of Dams repayment has not been scheduled yet.

3. Board of Director Comments.

Director Kaiser mentioned that the Bald Eagle is still being seen at the lake.

4. Board, Committee, and Meeting Approvals APPROVED

a. Election of Board Officers

On the motion of Director Bergen, seconded by Director Hicks and passed, the election of officers was approved as follows:

President	Russ Baggerly
Vice President	Jim Word
Secretary	Bill Hicks
Asst. Secretary	Mary Bergen

b. Discussion and approval of meetings that will be considered authorized meetings for the Board. APPROVED

President Baggerly explained that he had conflict with two board meeting dates and suggested moving the April 25<sup>th</sup> board meeting to Monday, April 23<sup>rd</sup> and the August 9<sup>th</sup> board meeting to Monday, August 6<sup>th</sup>.

On the motion of Director Word, seconded by Director Kaiser and passed the above recommendation plus the proposed changes were approved.

Regarding the affiliations there was discussion regarding cancelling our involvement in VCREA. President Baggerly stated there are meetings coming up regarding seeking a local ground water assistant grant and he will be attending those meetings.

c. Selection of Board Committee assignments and dates of meetings.

On the motion of Director Bergen, seconded by Director Hicks and passed, the Board Committees and dates of meetings were approved as follows:

Executive	Russ Baggerly/Jim Word	First Tuesday at 9 a.m.
Personnel	Pete Kaiser/Mary Bergen	Third Wednesday at 4:30 p.m.
Water Resources	Russ Baggerly/Bill Hicks	Third Monday at 3:00 p.m.
Recreation	Bill Hicks/Pete Kaiser	First Monday at 9:00 a.m.
Finance	Jim Word/Mary Bergen	Third Friday at 9:30 a.m.

d. Review Committee functions and set priorities for Committees.

This was reviewed.

5. Discussion Items:

a. Final Repayment – Ventura River Project

There was discussion regarding this being a historic event for this district and wanting to do something to commemorate the repayment for the Ventura River Project. Mr. Wickstrum added the public has paid for this project over 50 years. The board discussed various options and will have further discussions on this topic.

b. Safety of Dams Repayment

Mr. Wickstrum explained that we have waited for the Bureau to provide us with the actual costs and have tried to arrange a meeting with them. We met last year in January. We have some approximate numbers that have changed and the interest bearing M & I has continues to accrue unfairly. Since 2004 we have been ready and willing to negotiate this.

c. City of Ventura Water Service Agreement

This is another situation that needs to be resolved. We have cooperation with City of Ventura personnel. We are selling water to the city per the 1995 agreement which requires 6,000 minimum acre feet purchase by the city. The last five years in district water use in the city dropped below 6,000 acre feet.

There are options for the city. The first three years they claimed it was out of their control due to the loss of their water wells. The next three years they said they would take care of it. This year I applied the rental charge. They paid us \$65,000 for that water. That rental water still stands in existence. If it is not returned to the district \$65,000 will be charged again and the differential will carry on. Director Word added when the agreement was established it was not anticipated they could use less than 6,000 acre feet. They have lost large commercial customers and they are not coming back unless there is more development. The city wants 6,000 acre feet at least to blend with their other water. If we leave agreement they have a 6,000 af target in their mind. The operations employee has his schedule to pull 6,000 af.

Director Word added keeping the molecules in district is not the option they want. They want the extra water so they don't have to put another treatment plant in. Director Bergen added the rental charge is cumulative. Next year will be amount added on to the \$65,000. It will escalate. Mr. Wickstrum added that by using their urban water management plan I applied the differential they get to the last years and they are paying about a million a year. An option would be for them to have in district use equal purchased water. Mr. Wickstrum explained he is working through the Finance committee for review.

President Baggerly mentioned the drought contingency plan and urban water management plan statement that we do not have surplus water. If it goes out of district our safe yield may be unreliable. It may cause a shortage. Mr. Wickstrum added this is why we need to give them the incentive not to do that. President Baggerly added that if there is a water shortage, it creates pain for everyone within our district.

Director Word added from the city's perspective they may propose wanting to expand the district boundaries so they can prove they are using the 6,000 acre feet within the district. Current boundaries set 50 years ago.

Pat Baggerly, representing the Environmental Coalition spoke and explained that we have been looking at this topic for 21 years. In 1990 we submitted letters April 6, 1990 and a letter in March, 1990. I faxed some of these to Mary yesterday. This is a complex, difficult thing. Steve knows this. He is trying to solve this. I want to call this to your attention, a letter where John Johnson suggested how to solve these problems. The City was not certifying. To get them to certify, we requested they do so monthly. We have a lot of concerns about sending water out of the district. If the lake water drops, revenue at lake drops. I think there should be a date for this to stop. The City should agree to stop sending water out of the district. Monthly certification causes them to be responsible. If there is a problem they take care of it sooner. Would like to have a copy of the draft that went to the Finance Committee. I don't see how you can consider taking more people in the district. What does the City of Ventura want, expand the district? We haven't heard what the city will get. Mr. Wickstrum explained we are trying to resolve this situation of this offset that is driven by this agreement. The City has not asked us for anything else.

Pat Baggerly stated she hopes this board will put into the agreement to stop putting water out of district. She complimented John Johnson on his letter. It was an agreement that would benefit the district. You should have it in the file. In 1990 it was handed to board of directors. It is the March letter to John Baker.

John Mathews added that today is a planning session. We are not here to negotiate specific decisions at this time.

President Baggerly then stated it is the chairs prerogative to move this issue to the Executive Committee.

d. Matilija Dam Decommissioning and Fine Sediment Studies

Mr. Wickstrum reported that this is moving into the next phase. The costs are continuing to climb and they don't feel the slurry answer is the only answer. They have formulated a technical advisory committee consisting of myself and 14 others to further review this.

e. Water Supply and Demand Planning

Mr. Wickstrum explained there is a lot of work that has to be done on this. It took about three years in the 90s. We need get our game plan for drought going before we get in to stage 2 – 5. We want to look at allocations, appropriateness and fee structures for the stages. The Ag community is currently allocated in one allocation and that should be addressed. Giving them an allocation and letting them deal with it in their own system. We will work through the scenarios. Ron and I have talked about this and will try to focus efforts this year. Ron has already done a bit of work on this. It needs to be done. We are going to have a dry year this year. If we have multiple dry years we could go to stage 2 in three years. Section 15 has not been updated and needs to be.

Director Word asked where that is on the priority scale. Mr. Wickstrum stated all of these are high on the scale. President Baggerly added he hopes Water Resources will be working through this with you and suggested that there may be some segments that could be outsourced. We want to become the official and necessary backup for other water users in our district. Allocations for those resale people have to be fair and equitable and make sure we meet their demands when they need to be met without hurting the district.

President Baggerly called for a five minute break at 11:00. The meeting was brought back into session following the break at 11:05 a.m.

f. State Water

Mr. Wickstrum explained that we are working to come up with potential options. We usually do the turn back pool or help United Water Conservation District. We are trying to find methods to put that water out there other than the

turn back pool. There was a meeting in September with various entities in the county and we tried to find other entities in the county to get the water first. The ways of getting water into the county are difficult or not available.

g. Recreation Financing, USBR Grants, and improvements

President Baggerly made the suggestion of having an archeological study because when you have projects you have to tell them about archeological impacts. If you have a study in hand it can remain confidential but refer to it for documents you sent to Fresno. If the study is done you can use it as valid information for the environmental documents and it gets the documents approved faster. Mr. Wickstrum added it is a good idea but there may be some things we can do also. The Bureau has that expertise in house and we have the RMP to that degree. I have documents from the 1950's that went through that. We might be able to look at the Bureau to help fund that.

Director Word asked what projects we have that we would need that for. Mr. Wickstrum explained that it could be needed anytime you would excavate. Director Word added it sounds like a good idea but might be expensive. Does the Bureau already have something? President Baggerly added it may be something you may want to try to fund in a few years as it may help streamline the process.

h. Watershed Open Space Management

We have a good representative with Dave Woolley. They are trying to decide what to do with the Teague Memorial Watershed. They rely on Forest Service for law enforcement and fire protection. Potentially they could transfer responsibilities south of 150 over to Casitas. We would have to decide how we want to handle that. They are trying to decide a good direction for them. We still agree with protection of that watershed for protection of water at Lake Casitas. One of the issues is that the Forrest Service has been experience cutbacks and Director Word added that we don't have the staff to do it. President Baggerly added funding is short. There was brief discussion regarding the removal of meters to the Voyce and Selby house and the potential for decommissioning the roads. President Baggerly suggested the electric poles could be used for raptor perches. Mr. Wickstrum said he will continue to work with Dave to try to get some finality with watershed agreement.

i. Other items

Mr. Wickstrum explained that Jim Weber is retiring on February 10<sup>th</sup> and suggested that the Board show their appreciation at the February 8<sup>th</sup> Board meeting. The temporary Safety Officer position will be evaluated. We have made good progress. We will continue to see transitions of personnel over the next few years and may need to shift things around.

Mr. Wickstrum asked the board if they had any considerations regarding changes to the board room or moving it upstairs. Director Kaiser expressed that he would like to see an estimate of the costs. There are a couple of issues such as restrooms that would need to be considered.

There will be additional policy revisions that we will try to move through this year such as the vehicle policy, uniforms and equipment. President Baggerly suggested looking at the Per Diem reimbursement policy and have the Personnel Committee review that.

President Baggerly asked for additional exit signage at Santa Ana ramp. He then suggested raptor poles and kestrel boxes be installed. Mr. Wickstrum informed the board that we are still working on the pest management plan with Dave Woolley.

President Baggerly informed the board that he would be sending out the General Manager's evaluation form and asked that it be provided back to him by February 1<sup>st</sup> for the February 8<sup>th</sup> board meeting.

6. Adjournment

President Baggerly adjourned the meeting at 11:50 a.m.

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Bill Hicks, Secretary

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
February 8, 2012

A meeting of the Board of Directors was held February 8, 2012 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, Bergen were present. Director Kaiser was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were five staff members and three members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments

Pat Mc Pherson representing Ojai FLOW passed out handout and reminded the board that they had obtained approximately 1,900 signatures and presented that to Casitas months ago. We in Ojai FLOW after studying this for six months selected Casitas as the best choice to handle this issue with Golden State. We did that because you are a public agency and can do eminent domain if necessary and in this area you have a good system with water. If we put our trust in anyone it would be you folks. We have picked you. We are now setting with you folks for almost nine months with nothing formal out of this group. It is an embarrassment for us and should be for you too. He went over the stages on the handout describing the last nine months as being at phase zero. This is where you determine if you have expertise, financial exposure and should you move forward. That is the only question to deal with at this point. We understand that there was some risk involved in the proposal we gave you. It was revenue based financially and you would not collect until the deal was over. All front end costs would all be done prior to you receiving a penny. That is a lot to ask of you. What would happen if we got all the money to do phase 1 – 3? If we do that on property tax. What would it cost the rate payers. It comes out the average person in Ojai would pay \$68 per year estimating a \$3 million total cost. That is reasonable risk and we could sell that. We are willing to go forward with that. We hope that what we presented was not cast in stone. We believe we can sell that to the voters. \$68 a year is nothing to what they are paying each year and rates going forward. We are asking you to move it to phase 1. Phase 1 is to get expert advice. Hire Oderman and get his opinion. Get an accountant; hire a bonding person to give you an opinion. Those costs would have to be bourn by you folks. We are not asking for something unreasonable. We are owners of this organization. We also pay a tax to you for this project. Golden State is putting in a new well. We need your help and are asking to move this forward. Come out and tell the public you are moving to phase 1 and hire experts to determine if it makes sense. Phase 2 creates an improvement district and have the election. Do these simple things. It is not a lot of money and effort. The length of time you have had this we could have this done. Risk maybe \$300,000 and give us something for our money. Help us out. We are in trouble. There is another PUC meeting and the request is for 26 – 27% increase this is a serious problem. Please help us out.

Director Word asked what our expenditure to date on this project is. Mr. Wickstrum replied that he did not have the numbers with him.

Ryan Blatz also representing Ojai FLOW and the attorney for the group started by stating there have been some rumors that I was calling for someone on this board to be removed. I have not said that. I am the one saying lets wait and let Casitas do what is necessary. I am usually the one saying let them take their time. We don't have forever. We have anxious constituents and they are anxious to hear what the next step will be. Next week there will be a more formalized resolution for the city to say they don't want Golden State anymore and make the findings necessary for the public use, public necessity for eminent domain. This will give cover and guidance to Casitas. They are also looking and exploring ideas regarding what the city can do. There is uncertainty moving forward with legal issues and valuation. The questions on how to get a grasp on what it means to own the system. We are asking the people to buy it and let Casitas be the owners of it. We are on your team and looking for creative ways to use the City of Ojai's power in a more formal basis and not have the big expenditures up front. If we include a property bond option it would mitigate and diminish Casitas' risk. We said \$300,000 for this. Other costs are up to whatever level of certainty the board needs. The bonding would include that Casitas is paid back immediately. If the bond does not pass that is where the risk is. We also are hoping that if the City can formalize this it lends some confidence to other board members that don't represent constituents in Ojai. Hoping this lends a strong argument that we are doing this on behalf of the people looking at it. Management can be a benefit to both sides. Business diversification to more residential based can be beneficial to all constituents to the water district.

Richard Hajas speaking for Ojai FLOW added he was the one responsible for selling the group that you people were the best ones for this. It is not an easy job. Most residences of this district see you as an operation of the lake. There are few that understand what the role is. There is a negative view from many of these people whether it has been earned or not. You have celebrated your 50th anniversary. You started with a group of people with a vision for the future. They were taking risks and now you have one of the best water resources in Southern California. It is the most secure water resource there is. You also in the next 50 years will have to take a look and develop a vision for the next 50 years. You can't maintain with 3,000 connections. You will need the entire community you serve to secure that water resource so Met does not show up and bail you out. This is a small step and an opportunity to gain the loyalty of a small group in the community to take a step to build support for what you will need in the future. You know how hard it is to get revenue. It is not done through rates. 3,000 more connections won't solve it either. I know you have problems with Mutuals in the district that are in worse state the Golden State. They will need your help. Worse thing is for them to go to someone else or create some other thing or problem and enemy for the district in the future. I know how it works. You have been spending time with John. He will not tell you this is risk free. What is this

district going to look like and who will it serve? We are willing to work with you. We agree the proposal is not in concrete. We would like your ideas.

President Baggerly thanked them for their comments and liked the idea of visioning going on for the next 50 years. He added that he is sorry we can't talk to you face to face right now but it doesn't mean we don't want to talk.

2. General Manager comments.

Mr. Wickstrum informed the board that Ventura County Star reporter Zeke Barlow is moving on to Virginia Tech as their Communications Director. We have been appreciative of his work and the reporting he has done at the star. President Baggerly added that he hopes the Star will hire another environmental reporter and suggested e-mailing Ken Marionski.

Mr. Wickstrum then reported that the online recreation reservations system is in place with 99 reservations having been made in one week. There are still a few tweaks that are going on. We have had some very good coordination from Jack Kirk, one of our APSO's. He has done a great job of getting this put together. Santa Barbara County has been working on the same project for three years.

3. Board of Director comments.

Director Hicks asked if the tree for Jim Loeble had been installed yet. Park Services Manager Carol Belser stated it has been ordered but not yet delivered.

Director Word handed out the copy of the annual report from the Ventura County Regional Energy Alliance and reminded the board that we would be taking an action at the next meeting regarding withdrawal from this organization.

4. Consent Agenda ADOPTED

- a. Minutes of the January 11, 2012 Board Meeting.
- b. Minutes of the January 25, 2012 Board Meeting.

On the motion of Director Word, seconded by Director Bergen and passed, the Consent Agenda was adopted.

5. Bills APPROVED

Director Hicks questioned #10100 for boat repairs. Ms. Belser explained this was for repair to a lower unit on one of our boats. Director Bergen questioned #10949. Mr. Wickstrum explained this was to take care of damage caused by our actions following a repair on Woodland where we over pressurized a system and blew out a toilet valve that caused extensive flooring damage.

On the motion of Director Hicks, seconded by Director Bergen and passed, the bills were approved.

6. Committee/Manager Reports APPROVED FOR FILING
- a. Finance Committee Minutes
  - b. Recreation Committee Minutes

On the motion of Director Word, seconded by Director Hicks and passed, the Committee/Manager Reports were approved for filing.

7. Resolution commemorating the retirement of James Weber. ADOPTED

President Baggerly read the resolution aloud and the Board expressed their gratitude to James Weber for his 25 years of service to the District.

The resolution was offered by Director Word, seconded by Director Hicks and passed by the following roll call vote:

AYES:	Directors:	Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser

Resolution is numbered 12-07.

Mr. Wickstrum explained that there is a luncheon at Vista Point on Friday and we will have his final check and the proration of his longevity.

8. Recommend approval of the purchase of three E-Z Go Sport II gasoline powered carts from Coast Cart. APPROVED

On the motion of Director Word, seconded by Director Hicks and passed, the above recommendation was approved.

9. Recommend approval of leak relief to Lisa Crouse in the amount of \$2,895.19. APPROVED

Mr. Wickstrum informed the board that this was a leak that was hard to locate in the Creek Road area. The water didn't surface. Three small leaks were eventually found that amounted to a great deal of water.

On the motion of Director Hicks, seconded by Director Bergen and passed, the above recommendation was approved.

10. Information Items:
- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.

- b. Recreation Area Report for December.
- c. News Articles.
- d. Investment Report.

As the board was preparing to go into closed session Gary Wolfe told the board that he is willing to cooperate any way possible with the Marina. He would be willing to be at least as much in there now or adjust to market rate between Cachuma and Piru would be palatable and he will work with staff in any way possible.

President Baggerly moved the meeting to closed session at 3:41 p.m. with Mr. Mathews stating we were going into closed session for the three items listed below.

11. Closed Session

- a. Conference with Real Property Negotiators (Govt. Code Sec. 54956.8)  
Property: Lake Casitas Recreation Area Marina  
Park Store  
Casitas Water Adventure temporary, seasonal Snack Bar concession  
Agency Negotiator: Steve Wickstrum  
Under Negotiation: Terms, price and contractual conditions
- b. (Govt. Code Sec. 54956.9 (c))  
Conference with Legal Counsel – Anticipated Litigation (One case).
- c. Public Employee Performance Evaluation (Govt. Code Sec. 54957)  
Title: General Manager

President Baggerly reconvened the meeting to open session at 5:21 p.m. with Mr. Mathews reporting that the board met with negotiators on the three items set forth in item a of the closed session and gave instructions regarding those lease negotiations. On item b of the closed session, Mr. Mathews reported that the Board met and received information from general counsel regarding potential litigation but no action was taken. Closed session item c was not discussed and will be continued to the next meeting.

12. Adjournment

President Baggerly adjourned the meeting at 5:22 p.m.

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Bill Hicks, Secretary

# CASITAS WATER ADVENTURE



## END OF SEASON REPORT 2011



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A wooden sign with yellow text that reads "CASITAS WATER ADVENTURE" and "ENTRANCE" with a yellow arrow pointing to the right. The sign is set against a background of green trees and a blue sky with white clouds.

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# INTRODUCTION



## Introduction

This end of season report was created with the intention of summarizing and detailing the daily operations, goals, financial status and business plan for Casitas Water Adventure (CWA) and to update Casitas Municipal Water District management on how CWA is meeting the set expectations. It also details the many steps and processes required to meet these expectations and produce a successful CWA season.



## Executive Summary

In the 2011 season CWA attendance decreased by 1,468 patrons from the previous season. This is believed to be due to the decrease of 2 days of operation this season. CWA saw an increase in net surplus this season of \$153,339.46 exceeding last season by \$75,806.36. This increase in net surplus is due to the decrease in administrative overhead and a reduction in staff, service and supply spending. CWA enjoyed an increased pool of employees, a large portion of which were returning staff that reduce the training time needed to bring employees up to speed. The CWA received another successful audit and permit to operate as an amusement park ride under the Department of Health and Safety with no reportable emergencies in the Lazy River.



# FINANCIAL SUMMARY

Revenue	2010**	2011**	Growth Loss
Total Reservation Fees	\$6,562.50	\$7,017.50	\$455.00
Total Group Sales	\$53,500.00	\$54,720.00	\$1,220.00
Total Single Splash Pass Sales	\$566,166.00	\$523,764.00	(\$42,402.00)
Total 5 After 5 Sales	\$60,715.00	\$66,135.00	\$5,420.00
Total Next Day Pass Sales	\$14,420.00	\$12,670.00	(\$1,750.00)
Total Season Pass Sales	\$20,475.00	\$19,565.00	(\$910.00)
Total Locker Key Sales	\$1,083.00	\$1,158.00	\$75.00
Total Water Fitness Pass Sales	\$2,894.00	\$3,504.00	\$610.00
Total Water Fitness 10 Pass Sales	\$4,380.00	\$5,460.00	\$1,080.00
Total Junior Lifeguard Sales	\$0.00	\$3,360.00	\$3,360.00
Total Shade Rental Fees	\$5,175.00	\$5,550.00	\$375.00
Total Shower Fees	\$14,824.25	\$14,236.50	(\$587.75)
Concessionaire	\$3,174.00	\$4,381.86	\$1,207.86
Total Revenue	\$753,368.75	\$721,227.86	(\$31,846.89)

## Expenditures

Salaries and Benefits	\$332,738.61	\$284,796.81	(\$47,941.80)
Services and supplies	\$177,742.74	\$153,244.60	(\$24,498.14)
Administrative Overhead	\$164,340.30	\$129,846.99	(\$34,493.31)
Total Expenses	\$674,821.65	\$567,888.40	(\$106,933.25)

## Net Surplus\*

Net Surplus	\$78,547.10	\$153,339.46	\$75,086.36
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\*A new cost allocation methodology was implemented in the 2010 season to reflect expenses of maintenance and supplies that had not previously been allocated to Casitas Water Adventure.



# FINANCIAL SUMMARY

Attendance Totals	2010**	2011**	Growth Loss
Full Days of Operation	90	88	(2)
Total Days of Operation	90	88	(2)
Average Daily Attendance	734	734	0
Total Attendance	66,069	64,601	(1,468)

## Attendance Averages By Weekday\*\*\*

Monday	553	585	32
Tuesday	478	510	32
Wednesday	590	562	(28)
Thursday	624	623	(1)
Friday	718	628	(90)
Saturday	1352	1182	(170)
Sunday	713	835	122

## Attendance Spending

Average Per Capita Revenue	\$11.40	\$11.16	(\$0.24)
Average Per Capita Expense	\$10.21	\$8.79	(\$1.42)
Average Per Capita Net Surplus	\$1.19	\$2.37	\$1.18
Average Daily Revenue	\$8,370.76	\$8,195.77	(\$174.99)
Average Daily Cost of Operations	\$7,498.02	\$6,453.28	(\$1,044.74)
Average Daily Net Surplus	\$872.75	\$1,742.49	\$869.75
Average Hourly Revenue	\$1,195.82	\$1,170.82	(\$25.00)
Average Hourly Cost of Operations	\$1,071.15	\$921.90	(\$149.25)
Average Hourly Net Surplus	\$124.68	\$248.93	\$124.25

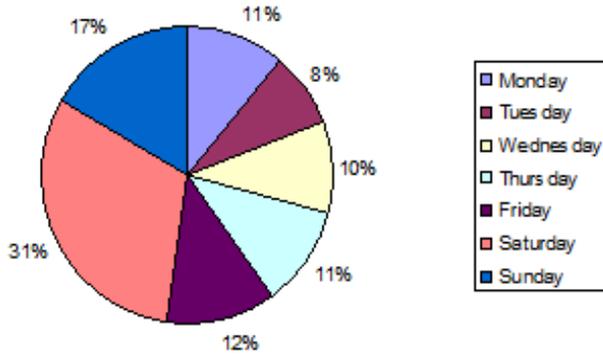
\*\* These season figures were generated to include a calendar year starting October 1st through September 30th and updated 2010 figures.

\*\*\*Totals do not include the daily attendance of season pass holders who account for up to 100 additional patrons per day.

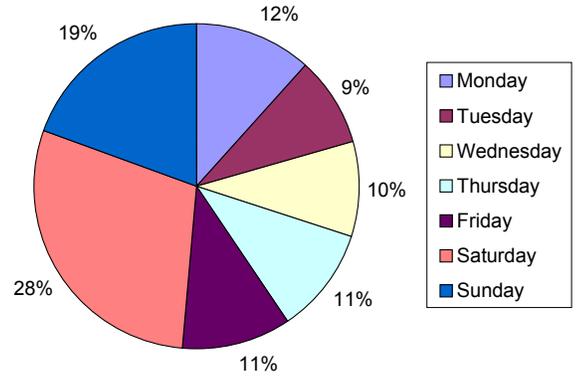


# FINANCIAL SUMMARY

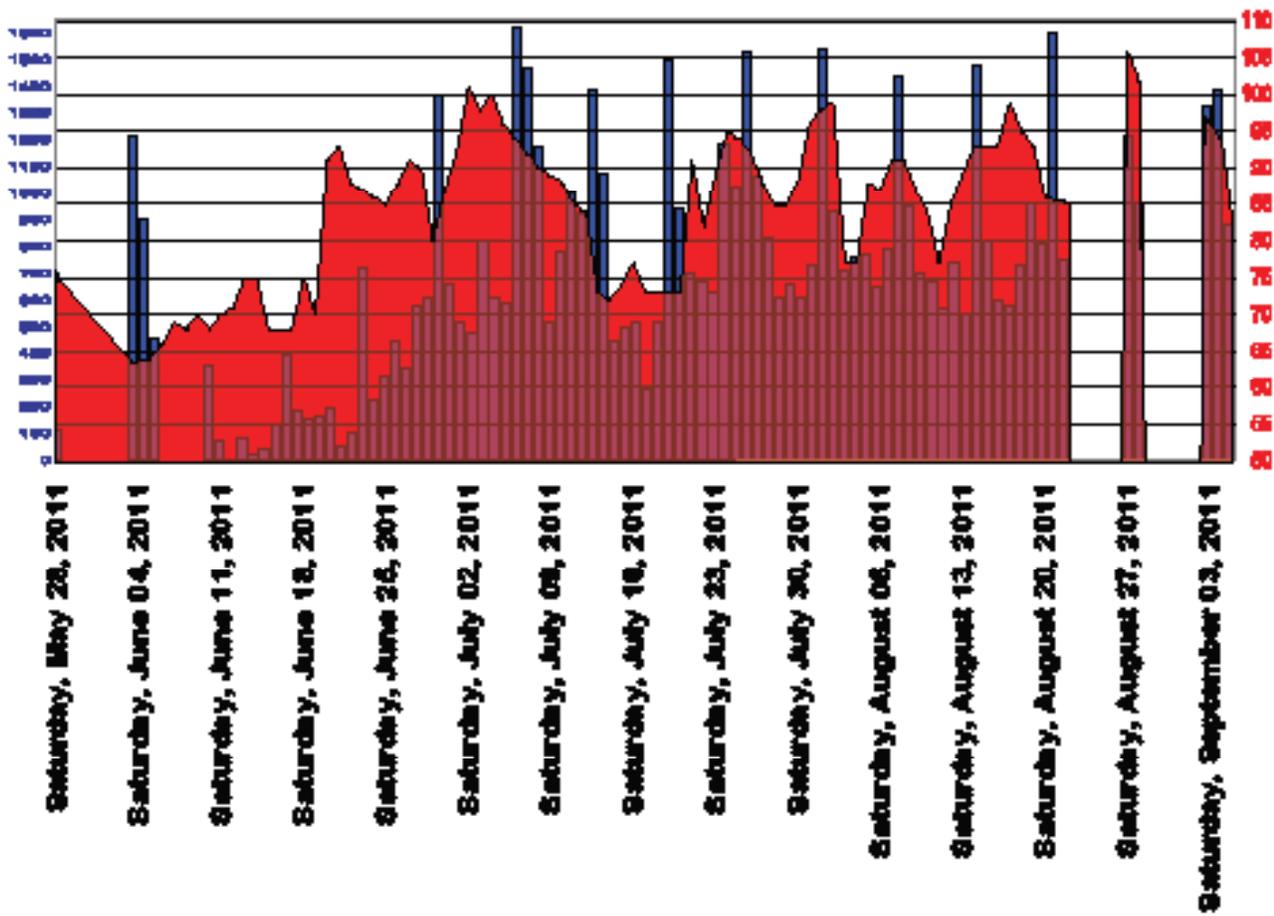
2010 Average Daily Attendance



2011 Average Daily Attendance



## 2011 Daily Attendance with Temperature





This year's marketing plan included a group sales coordinator, consignment account, free radio advertisement, commercials and e-mail blasts from our customer databases.

a decrease in the number of problems associated with the booking and admission of large groups. Over all the group sales coordinator was found to be a successful addition and complement to the temporary aquatic coordinator.

## Consignment Account

Ventura County Schools Federal Credit Union continued to work with us this year as a consignment vendor offering free advertising and group tickets to their customers. We are looking forward to the potential growth that this program will see with the implementation of the new online point of sales software. New consignment accounts will have online access to their own printable tickets via the internet giving a fresh appeal to partnership with CWA.

## E-mail

Last season's e-mail addresses were used to market season passes as well as our programs for the 2011 season. Each of our season pass holders from the 2010 season were also invited to our free soft opening. This gave customers a means to connect with CWA staff to purchase and receive their redesigned 2011 season passes.

## Radio

Offering small ticket bundles to the local radio stations in exchange for free advertising through ticket giveaways during the waterpark season continues to give quality advertising throughout Ventura County.

## Television Commercial

KEYT aired a pair of 15 second teaser commercials multiple times a day for a week prior to the 2011 season opening. By dealing directly with KEYT, CWA was offered a complimentary commercial shoot and several extra time slots that aired the new commercial.

## Group Sales Coordinator

A group sales coordinator position was created this season to provide excellent customer service, a single point of contact and to reach out to potential new large groups. Dillon Lowen was selected for the new responsibility. CWA saw an increase in the number of new group bookings, positive reviews from the groups and



## Web Site

The CWA received feedback that its web site was challenging to navigate through with all of the District information included on the site. Several customers requested that a real time ticket availability be added to the web site which we hope to accomplish through the new point of sales software.





# MAINTENANCE

CWA requires ongoing maintenance. This season we were able to identify several problem areas which required repair both leading up to the season as well as during the season itself. CWA maintenance program is run through a series of documented seasonal facility inspections, daily employee safety checks and incident reports.

## Water Playground

The water playground maintenance focused on addressing the issues of aging equipment and safety by prioritizing maintenance tasks. The following items were successfully addressed to create a clean and safe environment in the water park.

**Painting-** During the off season staff performed maintenance on the play structure which included painting the shell as well as other touch up painting on the pipes and the structure itself. This year staff used a paint sprayer which decreased the amount of time spent on painting as well as provided a more uniform coat of paint.

**Slide Repair-** CWA staff replaced a 30 degree slide section. On average, staff have replaced about 2 slide sections per year for the last 3 years due to cracking at the joints of the slide sections

**Interactive Wheels and Hoses-** Two of the hand wheels on the water playground which had cracked at the end of the previous season were replaced. These wheels are the key to interacting with the structure and receive constant use during the season. Due to the age of the structure the replacement parts have to be prefabricated to fit the existing point of attachment. Directional water hoses were also replaced. These sections of hose that allow children to spray water require additional fabrication to reduce the risk of injury.

## Lazy River

The Lazy River maintenance focused on addressing the issue of aging and safety by prioritizing maintenance tasks based on the review of previous years' incident reports. The following items were addressed to create a clean and safe environment in the water park.



**Painting-** Staff used a paint sprayer to paint the Lazy River shell and it greatly reduced the time required to paint while improving the quality of the paint

job. Staff used the District's airless sprayer and it only took about 2 ¼ days which reduced the staff costs by more than half. Staff were also able to coat the beach entrances with a sand mixed paint to provide a non slip surface to help reduce slips and falls inside the river beach area.



# MAINTENANCE

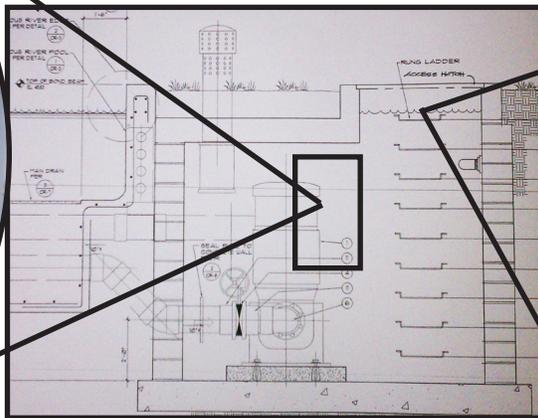
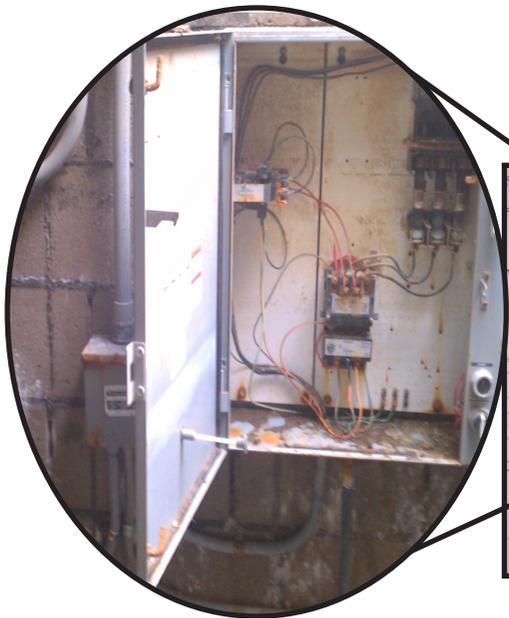
**Copings-** The Lazy River copings including the waterfall for river and lagoon and the bridge located at the front entrance were sandblasted, sealed and painted due to degradation. This provided the Lazy River façade with a fresh, new look.

**Beach Entrance Resurfacing-** The pool decks in front of the 2 main beach entrance areas were sandblasted this season. These two areas had been previously painted with a non-slip surfacing material that had started to fail, peeling off in large sections. The sandblasted concrete provided increased traction with its roughed texture to help reduce slips and falls.

**Repaired expansion joints-** The three expansion joints that had failed last season in the Lazy River were re-cut and repaired by an outside contractor. The Lazy River did not have expansion joints fail over the 2011 season.

**River Vault Grates-** As part of the capital budget, all of the Lazy River equipment vault grates were replaced with a thicker and more durable grating material. The grating is capable of supporting more than twice the weight of the previous material. It also has a tighter gap between the grating which filters more of the large debris out of the equipment vaults as well as improving safety and longevity of the replacement.

**Flood Repair-** During the offseason vaults 4 and 5 around the Lazy River flooded completely, damaging the electrical equipment and pumps in each respective vault. The flooding was due to two separate Edison power outages/surges which occurred overnight and prevented the electric sump pumps from removing the storm water in vault 5 and removing water from a burst water line near vault 4. Four out of the six equipment vaults around the Lazy River have consistent leaks and allow ground water flooding with every storm. The pool pumps in each of the two vaults, five in total, were removed and repaired/replaced. The electrical control equipment, was also replaced in vaults 4 and 5. Vault 2, which had been experiencing problems with its electrical equipment, was repaired as well.





# MAINTENANCE



**Bridge and Misters-** The bridges received rust removal, a fresh coat of paint and repair of the mist system.

## Splash Pad

The splash pad maintenance consisted of mid season repair and a security installation.

**Plumbing Repair-** During the season the plumbing in the splash pad equipment vault sprung a leak. The plumbing was repaired and upgraded with additional unions to aid in equipment removal for maintenance.

**Mats-** The rubber flooring mats have required maintenance over the past several seasons. Each season several of the sections separate from the concrete basin which requires staff to shut down the splash pad for several days in order to loosen and remove the mats, dry them out and clean them thoroughly before reattaching them to the concrete.

**Surge Pit Security-** Staff added a new grate cover and locking system the opening of the splash pad surge pit.

## Lagoon

**Paint-**The Lagoon was sealed and painted using the paint sprayer which added a fresh new finish in minimal time.

**Drain-** The Virginia Gram Baker pool drain covers that were installed in the Lagoon for compliance were recalled at the end of the season. Staff is currently in process of retrofitting the covers to stay compliant with the California Pool Code.

**Leak-** A leak was discovered in the main drain plumbing which runs from the Lagoon beneath the Lazy River to vault 5. As of the date of this document 11/9/11 staff are in process of locating and repairing the leak.

## Office

**P.A. System-** The hosts assisted in the installation of cabinets and repaired old office furniture in the water park office. The new cabinets allowed space for all of the P.A. system to be mounted, tucked away behind removable wooden fronts with custom mounted audio controls. This allowed easy access to control the volume level throughout the park adding to customer satisfaction and clear communication.



ensuring they had proper drainage, staff discovered problems with the park’s landscape drainage system. The drainage problems prohibited the storm and irrigation runoff from being properly drained out behind the park. This was thought to have added to the flooding in the vaults. To resolve these problems routine maintenance will be preformed on the parks drainage system every year.

**Other**

- Filter room plumbing painted
- OSHA required labeling and directional flow chart
- Installation of new chemical pumps
- Lazy River surge pit cover upgrade & replacement
- Irrigation repair

**Miscellaneous**

The staff at CWA are working to upgrade our facilities, to make it as user friendly and as safe as possible. In listening to our customer and employee feedback, we try to make improvements that are beneficial for everyone and make their experience at CWA as positive as possible.

**Irrigation Leaks-** The water source for the flooding in vault 4 was determined to be from a leak in an irrigation line that fed into a hose bib in the vault. The line had ruptured at a joint outside the vault walls. The line was repaired and the hose bib was relocated to the outside of vault 4 to prevent future flooding.

**Landscape Drains-** While working with the equipment vault leaks around the Lazy River and



# STAFFING / TRAINING



## Certified Pool Operator Training

The aquatics PSO, Temporary Aquatic Coordinator and Pool Technicians attended a certificate training to learn about the most current, comprehensive, and widely accepted resources for public pool operators. All staff successfully completed the certificate training.

## Staffing

This season CWA hired 90 lifeguards throughout the course of the 2011 season. Job openings were advertised online through the Casitas web site, Craig's List and Facebook as well as staff trips to Nordhoff, Ventura, Buena, Villanova, St. Bonaventure high schools and Ventura College to highlight the benefits of becoming a lifeguard at CWA. Staff conducted approximately 180 interviews and four Lifeguard training courses. CWA offered the Lifeguard training courses at cost recouping the training materials charge.



## Lifeguard Training

CWA continues to offer American Red Cross Lifeguard Training courses. This season 4 lifeguard training courses were held with the classroom instruction taught in the District boardroom and the in-water instruction taught at the Ojai Valley Athletic Club pool. This season all new lifeguards paid a course materials fee which helped recoup the materials cost and encourage follow-through in regards to student attendance. Staff partnered with the Ojai Valley Athletic Club certifying their staff in exchange for the use of their facility at no cost.



# STAFFING / TRAINING

## Lifeguard Duties

Every employee at CWA is a trained lifeguard and that is their basic job duty. While on rotations away from the lifeguard stands they are also responsible for maintaining a clean and safe working environment. Some examples of their additional duties include taking out trash, cleaning the rest rooms, picking up trash around the park and sorting chairs. Not only does this help maintain the cleanliness of the park but it also makes our lifeguards more visible to the public and allows them to be proactive.



## Tailgates

Tailgate meetings were held every day with all the employees to inform them of any changes or events that would relate to their jobs. Holding daily documented tailgates is a great way to communicate any news, changes in policies, give staff encouragement and highlight areas that need improvement.

## In-service Training

In-service trainings were held every two weeks throughout the season on pay day. They have proven to be a successful way of efficiently passing pertinent information to all employees. This year staff worked to incorporate training, fitness and fun. Training topics included: fire extinguisher safety, hazardous materials, emergency evacuation, rescue response, head neck and back injuries and the eleven commandments of good customer service. Staff would participate in physical exercises to encourage good physical conditioning. The end of each in-service training concluded with a team-building exercise.

## Pool Technicians

The Pool Technicians are trained to perform the daily maintenance functions at CWA which include: facility startup and shutdown on a daily basis, water quality management, grounds maintenance, and filtration maintenance. Lifeguards were able to assist Pool Technicians and learn about the basic function of water testing. This year CWA hired 4 Pool Technicians. Pool Technicians were given their training prior to the season which included a Certified Pool Operator Course (all successfully passed). By the time CWA opened they had a strong grasp of their responsibilities. In addition to their primary roll, Pool Technicians also aid in customer service issues, staff training and various other projects throughout the park.





This year we changed a few major aspects of CWA including the ticket sales office.

## Ticket Sales

This year the ticket office was relocated into the reservations office. The transition was seamless.



## Concessionaire

The Butcher Shop fulfilled the three month temporary service contract this season to provide food out of a temporary building located on the exterior of the water park in the picnic area . Their service was well received by the public and staff. This season the concessionaire upgraded the temporary building to provide a self-contained food prep station. This helped reduce the number of insects gathering around the picnic area.

## Hours of operation

CWA continued to use the modified schedule from the 2010 season reducing the hours of daily operation on days of low attendance by one hour. This reduction of 60 operational hours over the course of the season provided a cost savings of approximately \$13,000.00 on staff time alone. The CWA schedule has been created around the local scholastic schedule opening

Memorial day through Labor day. CWA has, in seasons past, opened in early June for weekday operations. Due to the cold temperatures that the park experiences in June, staff will review the weekday schedule and look at the potential of opening later in the season.

## Employee Schedule

This year we upgraded the scheduling program to provide fair scheduling based on a documented points system (accessible only to the PSO and Temp. Aquatics Coordinator) taking into account seniority, availability, attendance, and performance on drills. The split shifts on Fridays and Saturdays continues to be a scheduling challenge, especially late in the season, but promotes increased staff awareness due to the shorter shift and increased safety on our high use days.



## Drills

Drills are an excellent way to continue training as well as show the public that they are in safe hands. The best way to continue education and training is to use drills that combine the knowledge lifeguards learned in training with the realities they will be facing specifically at CWA. Drills were executed in all bodies of water as well as on the pool deck and in the office to reinforce lifeguard



skills in and out of the water. Water drills included simulated head, neck and back injuries, drowning and heart attack which required lifeguards to work as a team to recognize the problem, activate the EAP and use the backboard to extricate the victim from the water. Beside these drills in the water, each CWA employee was tested on CPR and given cognitive skills tests throughout the season.

experience for the customer and limiting water waste through the use of low flow shower heads.

## Hosts

Camp hosts play an integral role in both the preparation for the season as well as the day to day operations. They help with everyday landscaping and maintenance to keep our park green and clean as well as assist staff with building and installation projects throughout the park.

## Shower-House

Staff are working to improve on the customer experience in the water park shower-house. Staff is continuing to improve on efficiency in regards to the end of day turnover of the shower-house. The staff is faced with the challenge of cleaning the rest rooms and showers for the lines of campers waiting outside for the building to reopen, while transitioning the waterpark customers who wait until the end of day closure to use the facility. Staff is also repairing the pay showers within the shower-house to provide a better



## Automated External Defibrillator

The Automated External Defibrillator (AED) is now a standard for the CWA's emergency equipment thanks to a local physician's volunteer effort. Dr. Elizabeth Patterson has agreed to serve as our Physician Directive, a requirement for the equipment's use. All lifeguard staff are trained and certified in AED use.



# SPECIAL ACTIVITIES

## Special Activities

These programs are a great service to offer the community but they are unlikely to be as profitable as other CWA programs. Jr. Guards requires two of our most skilled guards every day it is offered. The morning aerobics program has a regular following of a group of local women. While these are not profit centered programs they offer services that are greatly appreciated by our core local customers and the Jr. Guard program could potentially be a great hiring resource in the future.

## Jr. Guards

The Jr. Lifeguard program ran in two separate three week sessions and received very positive feedback from both participants and parents. Combining lifeguarding and first aid basics, fun activities and field trips the Jr. Lifeguard Program has a good base to build on for next season. The Jr. Guard program offers to be a very productive feeder program into CWA's lifeguards. It provides a unique educational environment for the local youth and allows for no cost training of future employees. The Jr. Guard program opens the door to educational grants that otherwise could not be obtained. This has the potential of dramatically lowering the cost and recruitment efforts that are currently being



## Water Aerobics

The water aerobics program continues to grow with its success measured in long strides around the Lazy River. This year the program expanded its weeknight sessions to include Wednesday nights. Weather is a factor in water park attendance including programming.

During early June the Water Aerobics program experienced poor attendance but as the summer continued and the temperature increased the program numbers increased as well. The 2011 Water Aerobics program exceeded the 2010 season by 318 participants increasing revenue by \$1,690.00. The patrons took a large interest in the program volunteering to promote and assist in the daily program setup. The increased revenue, motivation and excitement are good indicators of a healthy, growing program.



experienced. Staff is looking to advertise for the program earlier in the year and continue to involve the community in all the fun activities CWA has to offer well before the summer hits.

# CONCLUSION

CASITAS WATER ADVENTURE  
ENTRANCE

This has been a rewarding season. CWA was challenged by a poor economic environment but successfully minimized losses. CWA increased safety with fewer medical transports to the hospital, a higher level of training, more retained, experienced employees, and a higher level of accounting. Staffing was easier to manage this season due to the separation of ticket sales out of the main office, streamlining the flow of patrons into the park and staff in the office.



## Off-Season Goals

Progress has become apparent this season but there is always room for improvement. When the lifeguards are sent home for the year and the park is closed, work does not stop at CWA. Here are six major goals for the off season.

### Live-Scan

We look forward to the implementation of the Board approved application process of live-scan for the required Department of Justice background checks in the 2012 season.

### Xeriscaping and Water Conservation

As part of Casitas Municipal Water District, it is important that we serve as an example to our customers through the continued expansion of drought tolerant landscaping that requires less water. We successfully upgraded several planters with drought tolerant landscaping and plan to continue it throughout the park.

### Division of Occupational Safety and Health

Standardizing CWA to DOSH requirements is an ongoing practice. We look forward to improving safety at CWA to minimize incidents that require medical transport to the hospital.

### School Fun Days

We are excited to work with local PTAs to provide school fun days to the local schools in our community increasing group sales at CWA.

### Consignment Accounts

Staff are working this season with a vendor that can supply online ticketing and reservation capabilities for recreation. We look forward to the setup of online accounts which will allow for the controlled sale of tickets through our consignment partners. This will provide advertising both in the individual businesses and on each of their respective web pages. We look forward to the marketing benefits that this program will bring to CWA.

### Online Ticket Sales

Staff is looking forward to the implementation of On-Line Ticket sales for the 2012 season through the newly purchased point of sales software.



CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 22, 2012

TO: Board of Directors

CC: Steve Wickstrum, General Manager

FROM: Ron Merckling, Water Conservation and Public Affairs Manager

RE: Senior Canyon Upgrade Project Award of Additional Funds

**Recommendation:**

Staff recommends the board to authorize the president of the board to sign thank you letters to Susan Hughes, Deputy Executive Director for the County of Ventura and Anthony Emmert, Water Resources Manager for the City of Oxnard for their assistance in securing additional dollars for the Senior Canyon Upgrades project.

**Background and Information:**

The Senior Canyon Upgrades project only received one bid last year, which was significantly above the available dollars to proceed with the project. This project is one of 11 projects in the county awarded funding as part of a \$25 million grant from the California State Water Resources Control Board under the Proposition 50 Integrated Regional Water Management Implementation Grant. One other grant in the county was for a septic to sewer project completed by the City of Oxnard for \$438,000 under budget. The City of Oxnard approved releasing the remaining dollars from their grant to Casitas so that we would be able to complete our project. The Watersheds Coalition of Ventura County approved this transfer of funds within the grant. The County Board of Supervisors approved this transfer as well. Susan Hughes and Anthony Emmert both played a pivotal role in making this transfer possible. It is now anticipated that the Senior Canyon Upgrades project will be able to move forward.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: January 20, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum

Re: Withdrawal of Membership – Ventura County Regional Energy Alliance

**RECOMMENDATION:**

It is recommended that the Casitas MWD Board of Directors approve withdrawing its membership in the Ventura County Regional Energy Alliance (VCREA) and direct staff to provide copies of the resolution to VCREA and all other members of VCREA.

**BACKGROUND:**

In December 2004, the District was approached by Cheryl Collart of the VCREA to solicit the District's interest in becoming a part of the joint powers agreement for the VCREA. The membership was open for any public agency which is located within the boundaries of Ventura County and several other counties. In 2005, the District became a member of the VCREA and the District received an electrical energy assessment for the Lake Casitas Water Adventure. In recent years, the VCREA has become limited in the availability of services and has moved away from being able to assist special districts with energy assessments and funding opportunities. The focus of VCREA is now limited toward cities and school districts.

During recent discussions of the Board and presentation of this information by Director Word, the board indicated a desire to withdraw its membership from the VCREA. Director Word is presently Casitas' representative at VCREA and is serving as the President of the VCREA Board. Now knowing that there is no benefit coming from VCREA to Casitas, Director Word has questioned the membership and need to continue with the many hours provided to VCREA by Director Word.

The Joint Powers Agreement, Section 18, provides the required actions that must occur for the withdrawal of a member as follows:

1. 30 days notice to VCREA;
2. Consideration of the governing body at a publicly noticed meeting;
3. Notice of that meeting provided to VCREA and each of its members at least 5 days in advance;
4. A majority of the Casitas Board agrees on the action to withdraw
5. The VCREA Board would take up the withdraw, determine that the withdrawal would not adversely affect the financial standing of the organization, and would need a 2/3 vote of the VCREA board

The membership in VCREA should be reconsidered during the regular meeting of the Board of Directors on January 25, 2012.

Rebekah Vieira <[rvieira@casitaswater.com](mailto:rvieira@casitaswater.com)>

## Fwd: Membership

1 message

Steve Wickstrum <[swickstrum@casitaswater.com](mailto:swickstrum@casitaswater.com)>

Fri, Feb 17, 2012 at 4:34 PM

To: Rebekah Vieira <[rvieira@casitaswater.com](mailto:rvieira@casitaswater.com)>

Here is jim's email - I will look for anything else. Steve

----- Forwarded message -----

From: James Word <[anjword@sbcglobal.net](mailto:anjword@sbcglobal.net)>

Date: Tue, Jan 31, 2012 at 3:46 AM

Subject: Membership

To: Brian Brennan <[bbrennan@cityofventura.net](mailto:bbrennan@cityofventura.net)>, Charlotte Craven <[craven31@verizon.net](mailto:craven31@verizon.net)>, Cheryl Collart <[Cheryl.Collart@ventura.org](mailto:Cheryl.Collart@ventura.org)>, Dennis Gillette <[dgillette@toaks.org](mailto:dgillette@toaks.org)>, Fred Robinson <[frobinson1946@gmail.com](mailto:frobinson1946@gmail.com)>, George Galgas <[brenda.krout@ojaisan.org](mailto:brenda.krout@ojaisan.org)>, Jim Word <[anjword@sbcglobal.net](mailto:anjword@sbcglobal.net)>, Jon Sharkey <[jon@sharkey.com](mailto:jon@sharkey.com)>, Larry Miller <[lmiller@vcnet.com](mailto:lmiller@vcnet.com)>, Mary Haffner <[haffnermary@yahoo.com](mailto:haffnermary@yahoo.com)>, Patti Walker <[walker4fillmore@earthlink.net](mailto:walker4fillmore@earthlink.net)>, Tim Flynn <[timbflynn@gmail.com](mailto:timbflynn@gmail.com)>

Cc: Steve Wickstrum <[swickstrum@casitaswater.com](mailto:swickstrum@casitaswater.com)>

Dear VCREA Board Member:

This is to give everyone a "heads up" regarding Castias Municipal Water District's intent to withdraw from the VCREA effective with 2012. With the current direction of the power companies not including special districts, such as Casitas, in the sharing of available funding through VCREA it has been determined to be time to withdraw. In order to satisfy Section 18 requirements of our Joint Powers Agreement, Castias Municipal Water District will take formal action by resolution at our February 22nd Board Meeting.

We fully recognize the assistance VCREA has provided in the power sector to date. However; until such time as the organization and funding changes to become more inclusive to special districts, we feel we cannot continue our membership. Should that situation change in the future we would certainly consider rejoining.

Since there was no meeting on January 19th, I am sorry I could not carry out my last duty to open and participate in the meeting as President of the Board.

I would like each of you to know what a privilege it has been to be a part of this group and organization. It has been a real pleasure working with all of you and the staff of VCREA. I certainly appreciate what you and the staff have tried to teach me about the power sector as a whole. Good luck with meeting the difficult challenges of reorganization and moving forward. VCREA

2/17/12

Casitaswater.com Mail - Fwd: Membership

has certainly been a real asset in dealing with the power business of the County. We wish you the best.

Jim Word  
Director, Casitas Municipal Water District

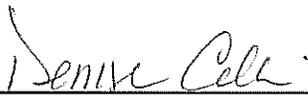
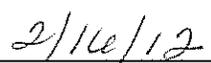
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**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 2/8/12-2/16/12**  
**Presented to the Board of Directors For Approval February 22, 2012**

<b>Check</b>	<b>Payee</b>			<b>Description</b>	<b>Amount</b>
000312	Payables Fund Account	#	9759651478	Accounts Payable Batch 020812	\$692,563.77
000313	Payables Fund Account	#	9759651478	Accounts Payable Batch 021612	\$55,827.78
					\$748,391.55
000314	Payroll Fund Account	#	9469730919	Estimated Payroll 3/8/12	\$130,000.00
					\$130,000.00
				Total	\$878,391.55

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 000312-000314 have been duly audited is hereby certified as correct.

   
 \_\_\_\_\_  
 Denise Collin, Accounting Manager

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

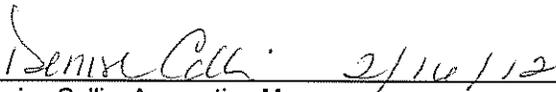
\_\_\_\_\_  
 Signature

# A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

000312	A/P Checks:	011056-011071
	A/P Draft to P.E.R.S.	020823
	A/P Draft to State of CA	020822
	A/P Draft to I.R.S.	020821
	Void:	
000313	A/P Checks:	011072-011168
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Void:	010937, 011125, 011127

The above numbered checks, have been duly audited are hereby certified as correct.

  
Denise Collin, Accounting Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

CERTIFICATION

Payroll disbursements for the pay period ending 02/04/12  
Pay Date of 02/09/12  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 2/10/12  
Denise Collin

Signed: \_\_\_\_\_  
Signature

Signed: \_\_\_\_\_  
Signature

Signed: \_\_\_\_\_  
Signature

2/16/2012 8:42 AM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 2/08/2012 THRU 2/16/2012

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00234	UNITED WATER CONSERVATION							
M-CHECK	UNITED WATER CONSERVATIONPOST	V	2/15/2012			010937		31,440.00CR
C-CHECK	VOID CHECK	V	2/15/2012			011125		
C-CHECK	VOID CHECK	V	2/15/2012			011127		

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3	0.00		
VOID DEBITS		0.00		
VOID CREDITS		31,440.00CR		
		31,440.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	3	0.00	0.00	0.00
BANK:	TOTALS:		3	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01153	I-Jan 12							
	RUSS BAGGERLY							
	Reimburse Mileage 1/12	R	2/08/2012	74.92		011056		74.92
00031	I-220300032							
	BIG T's FREIGHTLINER, INC.							
	Replace Trans and PTO, Eq#81	R	2/08/2012	9,290.60		011057		9,290.60
00059	I-S1711937001							
	COASTAL PIPCO							
	Irrigation Controller WireLCRA	R	2/08/2012	238.01		011058		238.01
00126	I-Jan 12							
	CAROLE ILES							
	Reimburse Mileage 1/12	R	2/08/2012	38.85		011059		38.85
00188	I-020312							
	PETTY CASH							
	Replenish Petty Cash	R	2/08/2012	322.66		011060		322.66
00215	I-020212							
	SOUTHERN CALIFORNIA EDISON							
	Acct#2269631768	R	2/08/2012	19.37		011061		
	I-020212A							
	Acct#2237789169	R	2/08/2012	21.26		011061		
	I-020212B							
	Acct#2210505426	R	2/08/2012	2,769.55		011061		
	I-020212C							
	Acct#2210502480	R	2/08/2012	71,901.33		011061		74,711.51
00048	I-020312							
	STATE OF CALIFORNIA							
	State Water Plan Payment	R	2/08/2012	519,149.00		011062		519,149.00
00264	I-43416							
	WEIL AQUATRONICS, INC							
	Reclaim Sump Pump for TP	R	2/08/2012	3,579.56		011063		3,579.56
00489	I-Jan 12							
	STEVE WICKSTRUM							
	Reimburse Mileage 1/12	R	2/08/2012	86.03		011064		86.03
00102	I-G03201202070524							
	FRANCHISE TAX BOARD							
	Payroll Deduction	R	2/08/2012	844.67		011065		844.67
00124	I-CUI201202070524							
	ICMA RETIREMENT TRUST - 457							
	457 CATCH UP	R	2/08/2012	423.08		011066		
	I-DCI201202070524							
	DEFERRED COMP FLAT	R	2/08/2012	2,542.30		011066		
	I-DI%201202070524							
	DEFERRED COMP PERCENT	R	2/08/2012	171.06		011066		3,136.44
01960	I-MOR201202070524							
	Moringa Community							
	PAYROLL CONTRIBUTIONS	R	2/08/2012	16.75		011067		16.75
00985	I-CUN201202070524							
	NATIONWIDE RETIREMENT SOLUTION							
	457 CATCH UP	R	2/08/2012	634.60		011068		
	I-DCN201202070524							
	DEFERRED COMP FLAT	R	2/08/2012	4,637.30		011068		5,271.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00180	S.E.I.U. - LOCAL 721							
I-UND201202070524	UNION DUES	R	2/08/2012	627.75		011069		627.75
00230	UNITED WAY							
I-UWY201202070524	PAYROLL CONTRIBUTIONS	R	2/08/2012	45.00		011070		45.00
01647	JOEL COX							
I-020212	Safety Boot Purchase	R	2/08/2012	159.80		011071		
I-020212A	T-3 Certification Fee	R	2/08/2012	90.00		011071		249.80
01441	ADVANTAGE TELECOM, INC							
I-36458	Monthly Phone Bill LCRA	R	2/15/2012	651.86		011072		651.86
01325	Aflac Worldwide Headquarters							
I-108249	Supplemental Insurance 2/12	R	2/15/2012	2,933.94		011073		
I-242695	Supplemental Insurance 12/11	R	2/15/2012	3,793.92		011073		
I-683382	Supplemental Insurance 1/12	R	2/15/2012	2,933.94		011073		9,661.80
01985	AFLAC/FLEX ONE							
I-021012	Reimbursed Medical 2012	R	2/15/2012	32.49		011074		32.49
00010	AIRGAS USA LLC							
I-9003832838	Welding Supplies for Pipelines	R	2/15/2012	321.75		011075		
I-9003972067	Welding Supplies for PP	R	2/15/2012	39.47		011075		
I-9901336664	Cylinder Rental for Pipeline	R	2/15/2012	47.99		011075		409.21
00029	AMERICAN TOWER CORP							
I-1188493	Tower Rent, Red Mtn, Rincon Pk	R	2/15/2012	1,485.77		011076		1,485.77
00014	AQUA-FLO SUPPLY							
I-284971	Coupling for Leak in "O" Camp	R	2/15/2012	41.08		011077		
I-288815	Brass Ball Valve, 4MPP Motor	R	2/15/2012	10.41		011077		51.49
00840	AQUA-METRIC SALES COMPANY							
I-0041546IN	Meter Parts and Reading Equip.	R	2/15/2012	1,751.10		011078		
I-0041589IN	Touch Pods for Meter Reading	R	2/15/2012	4,515.77		011078		
I-0041602IN	Meter Registers	R	2/15/2012	447.38		011078		
I-0041612IN	Meter Registers	R	2/15/2012	670.50		011078		7,384.75
02179	Art Street Interactive							
I-81386	System Maint, Hosting	R	2/15/2012	542.15		011079		542.15
01666	AT & T							
I-000003002779	T-1 Line for Internet	R	2/15/2012	357.32		011080		357.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00020	AVENUE HARDWARE, INC							
I-B43687	Brass Bush for O&M CS	R	2/15/2012	2.75		011081		
I-C44517	Set Screws, TP Singer Valves	R	2/15/2012	8.04		011081		
I-C44580	Supplies for Treatment Plant	R	2/15/2012	47.57		011081		58.36
00021	AWA OF VENTURA COUNTY							
I-021312	Waterwise Breakfast 2/16/12	R	2/15/2012	100.00		011082		
I-021412	Waterwise Breakfast 2/16/12	R	2/15/2012	25.00		011082		125.00
00030	B&R TOOL AND SUPPLY CO							
I-1241074000101	Impact Sockets for Pump Plants	R	2/15/2012	28.91		011083		28.91
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S1756167001	Restock Ball Valves, Warehouse	R	2/15/2012	712.10		011084		712.10
00821	BEST BEST & KRIEGER LLP							
I-670797	Matter#8235600001, Jan12 Srvcs	R	2/15/2012	7.72		011085		
I-670798	Matter#8235600002 Jan Srvcs	R	2/15/2012	293.16		011085		300.88
00032	BIOVIR LABORATORIES, INC							
I-120159	Giardia/Crypto 1/25/12	R	2/15/2012	396.48		011086		396.48
01616	FRED BRENEMAN							
I-021312	PD 2/5/12-2/18/12	R	2/15/2012	391.00		011087		391.00
00463	Farm Plan							
I-19184	Replace Pulleys, "A" Mower	R	2/15/2012	34.76		011088		34.76
00055	CASITAS BOAT RENTALS							
I-001364	Gas for Boats at LCRA	R	2/15/2012	857.10		011089		
I-013112	Reimburse Cafe Pass Revenue	R	2/15/2012	2,330.37		011089		3,187.47
00511	Centers for Family Health							
I-10820	Drug Tests	R	2/15/2012	90.00		011090		90.00
00117	CERTEX USA, INC							
I-73437300	Nylon Slings for Pump Plant	R	2/15/2012	52.19		011091		
I-73437400	Nylon Slings for Pump Plants	R	2/15/2012	66.71		011091		
I-73440900	Rope for Waterpark	R	2/15/2012	197.65		011091		316.55
01384	CLEAN HARBORS ENVIRONMENTAL SE							
I-6W1218156A	Waste Disposal Services	R	2/15/2012	184.40		011092		184.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00057 I-265187000	CLEAN SOURCE Janitorial Supplies	R	2/15/2012	241.20		011093		241.20
01843 I-389597	COASTAL COPY Copier Usage, Dist Office	R	2/15/2012	60.23		011094		60.23
00059 I-S1712055001 I-S1712343001	COASTAL PIPCO Plumbing Parts, Waterpark Sealant for Warehouse Stock	R R	2/15/2012 2/15/2012	247.63 35.97		011095 011095		283.60
00060 I-61685	COASTLINE EQUIPMENT Repair Trans #116, Backhoe	R	2/15/2012	129.85		011096		129.85
00061 I-SB02069537	COMPUWAVE Rechargable Batteries for Fish	R	2/15/2012	20.42		011097		20.42
00062 I-9009652327	CONSOLIDATED ELECTRICAL Security Light@Trailer Storage	R	2/15/2012	89.75		011098		89.75
02115 I-S1185208001	Consumers Pipe Supply Co. Diaphragms for Butterfly Valve	R	2/15/2012	751.88		011099		751.88
01483 I-3003898	CORVEL CORPORATION Admin Fees Feb, Mar, Apr 12	R	2/15/2012	750.00		011100		750.00
01764 I-77448	CSG Systems, Inc. UB Mailing 12/28/11	R	2/15/2012	726.33		011101		726.33
02034 I-2159 I-2162	D.K. Mechanical Electrical Repair, #114 Tractor Service #267, Spray Rig	R R	2/15/2012 2/15/2012	300.00 303.54		011102 011102		603.54
00081 I-184441	DELTA LIQUID ENERGY Install New Propane Line @ S/H	R	2/15/2012	945.67		011103		945.67
00086 I-811	E.J. Harrison & Sons Inc Acct#500546088	R	2/15/2012	280.00		011104		280.00
02171 I-1949	Engbretson Underwater Photogra Photo Usage Rights, LCRA	R	2/15/2012	50.00		011105		50.00
00095 I-139530 I-139535 I-139623	FAMCON PIPE & SUPPLY Piping Materials, Fairview PP Meter Boxes, Warehouse Stock Pipe Parts for Warehouse Stock	R R R	2/15/2012 2/15/2012 2/15/2012	832.80 729.30 1,071.80		011106 011106 011106		2,633.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00013	FERGUSON ENTERPRISES INC I-7961136 Plumbing Parts for LCRA Maint	R	2/15/2012	147.05		011107		147.05
00099	FGL ENVIRONMENTAL I-113117A Nutrient Analysis 12/14/11	R	2/15/2012	1,666.00		011108		
	I-200066A Wet Chemistry-NO3	R	2/15/2012	61.00		011108		
	I-200292A Annual Gen Min, Phy, VOC etc	R	2/15/2012	748.00		011108		
	I-200524A Wet Chemistry-NO3	R	2/15/2012	43.00		011108		
	I-200525A Wet Chemistry-NO3	R	2/15/2012	18.00		011108		2,536.00
00103	FRANK'S ROOTER & PUMPING I-85224 Install Showerhouse "I" Piping	R	2/15/2012	357.00		011109		357.00
00104	FRED'S TIRE MAN I-55737 Right Front Tire for #37,Maint	R	2/15/2012	187.80		011110		
	I-55826 2 Tires for #28, Maint	R	2/15/2012	375.59		011110		
	I-55837 2 Tires for #29, Maint	R	2/15/2012	338.42		011110		
	I-56167 Replace Front Tires "A" Mower	R	2/15/2012	91.51		011110		993.32
00106	FRONTIER PAINT I-F158638 Paint Supplies for LCRA Maint	R	2/15/2012	32.36		011111		
	I-F158654 Paint Roller Handles for Maint	R	2/15/2012	1.67		011111		34.03
02158	Google, Inc. I-801403 Additional Usage, IT Dept	R	2/15/2012	2.17		011112		2.17
00115	GRAINGER, INC I-9734269179 Light Bulbs for Pump Plants	R	2/15/2012	235.74		011113		
	I-9740787487 Hand Cleaner for Telemetry	R	2/15/2012	23.09		011113		
	I-9740787495 Soap Dispenser, Telemetry	R	2/15/2012	17.81		011113		
	I-9747876754 Knee Pads for Pump Plants	R	2/15/2012	39.61		011113		316.25
01052	HARBOR FREIGHT TOOLS USA, INC I-956310 Gloves for Dist Maint Crew	R	2/15/2012	70.67		011114		70.67
02307	Harper & Associates Engineerin I-ENG4430 Villanova Tank Inspection	R	2/15/2012	2,200.00		011115		2,200.00
01594	HIGHWAY TECHNOLOGIES, INC. I-65096501001 Casitas Dam/T.P. Site Signs	R	2/15/2012	964.55		011116		
	I-65097231001 U-Channels for Signs at LCRA	R	2/15/2012	417.80		011116		1,382.35
00125	IDEXX DISTRIBUTION CORP I-257208570 Colilert Test Kit, Lab	R	2/15/2012	781.81		011117		781.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00872	Irrisoft, Inc.							
I-3999	Weather Station Signal Service	R	2/15/2012	79.00		011118		79.00
00131	JCI JONES CHEMICALS, INC							
I-537635	Chlorine for TP, CM#537655	R	2/15/2012	1,734.60		011119		1,734.60
00667	KENNEDY/JENKS CONSULTANTS INC							
I-62355	Professional Srvc	R	2/15/2012	301.28		011120		301.28
00199	Kern Turf Supply Inc.							
I-309006	Weather Station Annual Maint	R	2/15/2012	1,508.79		011121		1,508.79
01270	SCOTT LEWIS							
I-Jan 12	Reimburse Expenses 1/12	R	2/15/2012	1,315.24		011122		1,315.24
01359	LINDSAY ENGINEERING							
I-475	Fairview PP Pump Analysis	R	2/15/2012	350.00		011123		350.00
00151	MEINERS OAKS ACE HARDWARE							
C-476579	Return from Inv#472968	R	2/15/2012	15.76CR		011124		
I-474526	Batteries for LCRA	R	2/15/2012	19.28		011124		
I-475540	Supplies for Lab Faucets	R	2/15/2012	40.33		011124		
I-475790	Cord Lock for Ext Cord, DM	R	2/15/2012	10.15		011124		
I-476032	Plumbers Putty, O-rings, DM	R	2/15/2012	3.98		011124		
I-476215	Materials for Sink Repair, Lab	R	2/15/2012	23.10		011124		
I-476333	Supplies for LCRA Maint	R	2/15/2012	35.01		011124		
I-476586	Supplies for Dist Maint	R	2/15/2012	5.85		011124		
I-476861	Parts for Repair in Lab, DM	R	2/15/2012	6.21		011124		
I-476869	Power Cord Outlet, Dist Maint	R	2/15/2012	11.70		011124		
I-476967	WD-40, Metal Cover, WP	R	2/15/2012	36.30		011124		
I-477201	48" Aviary Wire for O&M CS	R	2/15/2012	43.44		011124		
I-477227	Spraypaint for Pipelines	R	2/15/2012	9.74		011124		
I-477228	Level, Masking Tape, Pipelines	R	2/15/2012	25.60		011124		
I-477288	Parts, Toilet Repair, Ave 1 PP	R	2/15/2012	21.18		011124		
I-477292	Supplies for Waterpark	R	2/15/2012	44.08		011124		
I-477322	Paint & Hardware Supply, Maint	R	2/15/2012	103.16		011124		
I-477674	Bolts, Screws for Fisheries	R	2/15/2012	1.22		011124		
I-477770	Cleaning Supplies, Pump Plant	R	2/15/2012	16.59		011124		
I-477810	Parts, Toilet Repair, Ave 2 PP	R	2/15/2012	17.43		011124		
I-477901	GFI for Waterpark Showerhouse	R	2/15/2012	12.68		011124		
I-477944	Supplies for Pipelines	R	2/15/2012	20.98		011124		
I-478088	Materials for Showerhouse	R	2/15/2012	3.81		011124		496.06

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00163	OFFICE DEPOT							
	C-596517249001 Credit on Inv#596078383001	R	2/15/2012	5.13CR		011126		
	C-596517941001 Credit on Inv#596078383001	R	2/15/2012	25.93CR		011126		
	C-596518435001 Credit on Inv#595957220001	R	2/15/2012	16.90CR		011126		
	C-596661594001 Credit on Inv#596519022001	R	2/15/2012	8.45CR		011126		
	C-596836347001 Credit on Inv#596661595001	R	2/15/2012	8.45CR		011126		
	I-595957220001 Office Supplies	R	2/15/2012	72.94		011126		
	I-595957309001 Office Supplies	R	2/15/2012	23.12		011126		
	I-596078383001 Office Supplies	R	2/15/2012	291.91		011126		
	I-596079309001 Office Supplies	R	2/15/2012	6.07		011126		
	I-596105428001 Office Supplies	R	2/15/2012	16.34		011126		
	I-596118409001 Office Supplies	R	2/15/2012	35.61		011126		
	I-596519022001 Office Supplies	R	2/15/2012	22.03		011126		
	I-596661595001 Office Supplies	R	2/15/2012	8.45		011126		
	I-597058791001 Office Supplies	R	2/15/2012	51.33		011126		462.94
02189	Office Max, Inc							
	I-389446 Copy Paper	R	2/15/2012	332.37		011128		332.37
01570	Ojai Auto Supply LLC							
	I-231511 Tailgate Latch Clips, Eq#34	R	2/15/2012	7.06		011129		7.06
00912	OJAI BUSINESS CENTER, INC							
	I-7289 Shipping for Fisheries	R	2/15/2012	28.35		011130		28.35
00166	OJAI PRINTING & PUBLISHING							
	I-0086275IN Blue Vehicle and Boat Tags	R	2/15/2012	248.02		011131		
	I-0086276IN Red Vehicle and Boat Tags	R	2/15/2012	249.36		011131		
	I-0086278IN Boat Agreement Forms	R	2/15/2012	229.78		011131		
	I-0086279IN Frequent Visitor Agreements	R	2/15/2012	229.78		011131		956.94
00167	OJAI VALLEY FAMILY MEDICAL GRP							
	I-011312 DMV Physical Emp#76	R	2/15/2012	140.00		011132		140.00
00168	OJAI VALLEY NEWS							
	I-02708285001 Auction Notice 2/3	R	2/15/2012	27.50		011133		
	I-02708288001 Auction Notice 2/8	R	2/15/2012	27.50		011133		
	I-02708289001 Auction Notice 2/10	R	2/15/2012	27.50		011133		82.50
00169	OJAI VALLEY SANITARY DISTRICT							
	I-14151 Cust#20594, Sewer Service	R	2/15/2012	150.63		011134		
	I-14233 Cust#52921, Sewer Service	R	2/15/2012	50.21		011134		200.84

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10039	OS SYSTEMS, INC. I-87857 Repair Drysuit for Fisheries	R	2/15/2012	131.54		011135		131.54
00170	OXNARD AUTO ELECTRIC COMPANY I-114883 Parts to Repair PL Generator	R	2/15/2012	186.86		011136		186.86
01339	PACIFIC THERAPY SERVICES, INC I-083111 Claim#11-95561 DOS 8/31/11	R	2/15/2012	250.00		011137		250.00
00952	PAPA I-021012 Papa Seminar 3/15 Santa Maria	R	2/15/2012	80.00		011138		
	I-021012A Papa Seminar 3/15 Santa Maria	R	2/15/2012	80.00		011138		160.00
10072	PERMACOLOR, INC I-274474 Recoat Filter #1 Manway Flange	R	2/15/2012	225.00		011139		
	I-274478 Coat 8" Pipe Spool, UOPP	R	2/15/2012	143.43		011139		368.43
01334	POWER MACHINERY CENTER I-E66223 Club Car Lease, Y13634	R	2/15/2012	798.20		011140		
	I-E66232 Club Car Lease, Y13864	R	2/15/2012	602.67		011140		1,400.87
01439	PRECISION POWER EQUIPMENT I-1710 Repair Water Pump, LCRA	R	2/15/2012	65.00		011141		65.00
01535	RAYCO ROOFING CONTRACTORS, INC I-021012 Casitas 2 Roof Repairs & Paint	R	2/15/2012	22,472.00		011142		22,472.00
00313	ROCK LONG'S AUTOMOTIVE I-4348 Battery for #8, E & M Truck	R	2/15/2012	150.10		011143		150.10
00314	ROLLS SCAFFOLD & HIGH REACH I-6042781S1C Scaffolding Rent, TP Filter	R	2/15/2012	206.08		011144		206.08
02321	Diana Rossetti I-021312 Irrigation Controller Rebate	R	2/15/2012	250.00		011145		250.00
00213	SERVICEMASTER COMMERCIAL CLEAN I-29497 Janitorial Services, Dist Ofc	R	2/15/2012	1,032.00		011146		1,032.00
01187	SOCIETY FOR HUMAN RESOURCE I-9004440486 Membership 4/1/12-3/31/13	R	2/15/2012	180.00		011147		180.00
02003	Sostre & Associates I-1827 CMS Fee and Web Hosting	R	2/15/2012	249.00		011148		249.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
10100 I-6031	SPECIALTY MARINE, INC Repair Engine Stall, #289, Boat	R	2/15/2012	494.13		011149		494.13
00050 I-L0158446336	STATE OF CALIFORNIA - EDD Reimbursable Benefit Charges	R	2/15/2012	2,624.00		011150		2,624.00
00223 I-4694041800	STOCK BUILDING SUPPLY Material for Signs, LCRA Maint	R	2/15/2012	98.85		011151		98.85
02320 I-012412	Michael Templin Irrigation Controller Rebate	R	2/15/2012	250.00		011152		250.00
01173 C-0108231INA D-0108231INA I-0108231IN	TOICO INDUSTRIES, INC. Accrue Use Tax Accrue Use Tax Deodorizer for CT's	R R R	2/15/2012 2/15/2012 2/15/2012	24.51CR 24.51 399.73		011153 011153 011153		399.73
00225 I-120120097	UNDERGROUND SERVICE ALERT 83 New Tickets	R	2/15/2012	124.50		011154		124.50
01291 I-021512	VENTURA COUNTY STAR 52 Week Renewal	R	2/15/2012	234.23		011155		234.23
00257 I-013112 I-013112A	VENTURA RIVER COUNTY WATER Acct#03-50100A Acct#05-37500A	R R	2/15/2012 2/15/2012	14.70 37.24		011156 011156		51.94
09955 I-161005	VENTURA WHOLESALE ELECTRIC Lighting Supplies, Showerhouse	R	2/15/2012	23.06		011157		23.06
01283 I-1053921899	Verizon Wireless Monthly Cell Phone Charges, DO	R	2/15/2012	1,194.40		011158		1,194.40
01362 I-346749	WARREN DISTRIBUTING, INC Windshield Wiper Fluid, Garage	R	2/15/2012	30.89		011159		30.89
00439 I-5511	WAYCASY CRANE SERVICE Crane Rental for Fairview PP	R	2/15/2012	320.00		011160		320.00
00826 I-5340	STAN WHISENHUNT DBA Design & Layout Newsletter	R	2/15/2012	330.00		011161		330.00
00330 I-7146130	WHITE CAP CONSTRUCTION SUPPLY Gloves, Broom, Markers, O&M CS	R	2/15/2012	38.58		011162		38.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01033	WORLDWIDE WATER UTILITY SERVIC							
	I-CA111124 Annual Leak Detection, District	R	2/15/2012	1,800.00		011163		
	I-CA111226 Annual Leak Dedection, District	R	2/15/2012	900.00		011163		2,700.00
1	Paul J Brasino							
	I-000201202130527 TS Refund	R	2/15/2012	85.00		011164		85.00
1	Nathan P Minkel							
	I-000201202130526 TS Refund	R	2/15/2012	31.50		011165		31.50
01838	WILLIS HAND							
	I-021512 Renew D4 Certification	R	2/16/2012	105.00		011166		105.00
02215	Scott MacDonald							
	I-021412 Safety Boot Purchase	R	2/16/2012	138.35		011167		138.35
01985	AFLAC/FLEX ONE							
	I-021612 Supplemental Insurance 2012	R	2/16/2012	106.00		011168		106.00
00128	INTERNAL REVENUE SERVICE							
	I-T1 201202070524 Federal Withholding	D	2/08/2012	21,060.05		020821		
	I-T3 201202070524 FICA Withholding	D	2/08/2012	18,544.26		020821		
	I-T4 201202070524 Medicare Withholding	D	2/08/2012	5,171.06		020821		44,775.37
00049	STATE OF CALIFORNIA							
	I-T2 201202070524 State Withholding	D	2/08/2012	7,078.81		020822		7,078.81
00187	CALPERS							
	I-PER201202070524 PERS EMPLOYEE PORTION	D	2/08/2012	10,429.41		020823		
	I-PRR201202070524 PERS EMPLOYER PORTION	D	2/08/2012	12,596.73		020823		23,026.14

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	111	704,951.23	0.00	704,951.23
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	74,880.32	0.00	74,880.32
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00		

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	114	779,831.55	0.00	779,831.55
BANK: AP	TOTALS:		114	779,831.55	0.00	779,831.55
REPORT TOTALS:			117	779,831.55	0.00	779,831.55

Void check #010937  
to United Water.

(31,440.00)

748,391.55

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 7, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum

Re: Executive Committee Meeting of February 7, 2012

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**MEETING:**

1. Roll Call. Director Kaiser, Director Baggerly, GM Steve Wickstrum  
Public – Jeff Ketelsen
2. Public Comments.  
Mr. Ketelsen expressed interest in the division boundary changes.
3. Board/Manager comments.  
Director Word stated that he had heard of the 3-year drought in Mexico that has impacted farmers.

The General Manager informed the Committee that the Bureau of Reclamation has expressed interest in readdressing the interim agreement for managing the Teague Watershed. The Executive Committee will be the committee that will receive information on this topic.

4. Discussion regarding the adjustment of Division boundaries.  
Upon the completion of the US census work that is performed each decade, Casitas will evaluate the need for director division boundary adjustments. Staff has reviewed the 2010 census tract data and recommends one specific adjustment to the division boundaries. The Committee recommended moving the staff recommendation to the Board for consideration.
5. Discussion regarding the Mosler Rock Quarry.  
Director Baggerly described the present actions being taken by the County of Ventura regarding the Mosler Rock Quarry, the impacts that the Quarry has had on the water quality and fish passage in the Ventura River system. Director Baggerly proposes sending a letter to the County that expresses the District's concerns about this project. The Committee recommended moving this item to the Board on February 22, 2012.
6. Discussion regarding the Ojai Groundwater Basin Management Agency.  
Director Baggerly reported that the OGBMA is progressing on an improved groundwater management plan through grant funding. Additional modeling is anticipated to assist in determining safe yields of the basin.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 17, 2012  
TO: Board of Directors  
FROM: Assistant to the General Manager, Rebekah Vieira  
Re: Personnel Committee Meeting of February 13, 2012

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**MEETING:**

1. Roll Call. Director Bergen, Director Kaiser  
Staff – Steve Wickstrum, Rebekah Vieira  
Public – Danny Carrillo, SEIU
2. Public Comments. There were none.
3. Board/Manager comments.  
There was discussion regarding the date and time of the scheduled Personnel Committee meetings. It was determined that the meetings will not be held on the second Monday of the month at 4:30.
4. Letter received from Ventura River County Water District  
Mr. Wickstrum shared a letter expressing appreciation for Jerry Herrera who responded at 3:00 a.m. to a leak that turned out to belong to Ventura River CWD. Jerry stayed on site and offered assistance to Ventura River. This letter will be shared with the board.
5. Discussion regarding recent meetings with SEIU and bargaining team members seeking clarifications to a couple of items in the recently adopted MOU's.  
The Assistant to the General Manager provided a report on the meeting that was held the previous week. Topics that were discussed included standby pay, safety shoes, the ACWA contract, the need to meet and confer regarding the Aquatics Coordinator position and Holidays. This will be further discussed with the committee and the board at a later date.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 17, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Finance Committee Meeting of February 17, 2012

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.**  
Director Bergen and Director Word  
Staff – Steve Wickstrum and Denise Collin
2. **Public comments.** None.
3. **Board/Management comments.**  
The General Manager reported that the County Board of Supervisors approved the transfer of Prop 50 project funds from the City of Oxnard to Casitas. The transfer of funds will be supplement grant and matching funds to complete the Senior Canyon Pipeline and Instrumentation projects. Staff is ready to move forward with the award of the pipeline project contract. Staff will recommend letters of appreciation to Sue Hughes and Anthony Emmert for their efforts in transferring the supplemental funds.  
  
The General Manager shared Carol Belser’s report of a phone conversation with a customer regarding the quagga program.
4. **Review of the Financial Statement for January 2011.**  
The Committee reviewed the January 2012 financial statement and asked questions regarding various elements of the statement. Denise Collin noted a high number of hang-tags and shutoffs for unpaid water bills during this month.  
  
The Committee was provided a written status review of current capital projects, as previously requested by Director Bergen.
5. **Review of the Water Consumption Report for January 2012.**  
The Committee had previously reviewed January numbers during the January meeting. No additional comments during this meeting.
6. **Discussion regarding the request for leak relief from Pauline Davis.**

The General Manager described the request for leak relief and the circumstances surrounding the leak. This water service has had a prior leak in 2010, and granted leak relief, and again in 2011. The 2011 leak relief recommended by staff is the increase difference between the two consecutive leaks. The Committee is moving this request to the Board because it exceeds \$500.

7. **Discussion regarding the Re-development Agency Dissolution.**

The General Manager reported that he had received a phone call from Sandy Bickford, of the County of Ventura Auditor/Controller's office, in which it was explained that Casitas may be involved with the formation of an oversight board for RDA funding. This telephone call was only an initial contact call and more information regarding the oversight board will be forthcoming from the County. Casitas does receive approximately \$40,000 each year from RDA. At some time in the near future (May 2012), Casitas will have to consider its participation in the oversight board.

8. **Discussion regarding Oak View Reservoir and Mrs. Armstrong.**

In the past weeks, Casitas was approached by Mrs. Armstrong, the neighbor to the Oak View Reservoir site, regarding some erosion of her property due to rainfall drainage from the Oak View reservoir site. Mrs. Armstrong desires to have Casitas repair her property. The Committee discussed the details of the damage and the direction to address Mrs. Armstrong. If a claim is filed by Mrs. Armstrong, it can be considered by the General Manager and the Board.

9. **Discussion regarding the corrosion engineering evaluation of Villanova Reservoir.**

The General Manager shared the corrosion report with the Committee and discussed the need for continued maintenance of reservoirs in a timely manner. Staff are presently planning the maintenance of the four single reservoir sites, with logistics and budget in mind.

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, CIVIL ENGINEER  
**SUBJECT:** AWARD CONTRACT-SWRCB GRANT IMPROVEMENT PROJECT-PIPE BRIDGE AND INSTRUMENTATION, SPECIFICATION 11-344  
**DATE:** FEBRUARY 16, 2012

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**RECOMMENDATION:**

It is recommended that the Board of Directors adopt the resolution:

1. Accepting the proposal submitted by the lowest responsible bidder, Toro Enterprises Inc.
2. Award the contract for the construction of the SWRCB Grant Improvement Project-Pipe Bridge and Instrumentation, Specification 11-344 to Toro Enterprises Inc in the amount of \$515,200 for the pipe bridge portion of the project only.
3. Reject Toro Enterprises Inc bid in the amount of \$205,300 for instrumentation improvements.

It is further recommended that the President of the Board execute the agreement for said work and the Board authorize staff to proceed with the administration of the contract.

**BACKGROUND AND DISCUSSION:**

In 2007, Casitas and Senior Canyon Mutual Water Company entered into an agreement to pursue a grant through the Watersheds Coalition of Ventura County for Proposition 50 grant funds to replace an aging pipe bridge and improve Senior Canyon Mutual Water Company's instrumentation.

The project was advertised through F.W. Dodge and on the District's web site. Nine bidders completed the non mandatory job walk. Only one firm submitted a proposal. The bid results are:

<b>FIRM</b>	<b>AMOUNT FOR BRIDGE</b>	<b>AMOUNT ITEM 2</b>
Toro Enterprises Inc.	\$515,200	\$205,300

The available grant funding to construct the project was only \$450,000. The Watersheds Coalition of Ventura County with the cooperation of the City of Oxnard has made additional grant funding available to construct the pipe bridge portion of the project. There will be some remaining funds available in the grant to construct some but not all of the instrumentation improvements. The instrumentation improvements (item 2) will be bid separately at a later date in an attempt to receive a more competitive price. Toro Enterprises has agreed to the deletion of the instrumentation portion of this project.

Toro Enterprises Inc. has a current and active General Engineering contracting license. Toro Enterprises Inc. successfully completed a pipeline replacement project for Casitas in April 2011 and is the contractor completing the Rincon 2(m) Pipeline Replacement Project.

Construction management and inspection for this project will be provided under separate contract by Water Resources Engineering Associates.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT  
FOR THE SDWR GRANT IMPROVEMENTS-PIPE BRIDGE & INSTRUMENTATION  
SPECIFICATION NO. 11-344**

**WHEREAS**, the District invited bids from qualified contractors for the above-referenced project, and

**WHEREAS**, the District received one bid,

**WHEREAS**, Toro Enterprises Inc. submitted the only bid in the amount of \$515,200.00 for Item 1, Construct Pipe Bridge.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Casitas Municipal Water District as follows:

1. That the bid from Toro Enterprises Inc. in the amount of \$515,200.00 for bid item 1, pipe bridge be accepted and bid item 2, instrumentation be rejected for the SWRCB Grant Improvements-Pipe Bridge & Instrumentation, Specification 11-344 and a contract awarded.

2. That staff is hereby authorized and directed to proceed with the administration of the contract with Toro Enterprises Inc.

**ADOPTED** this 22nd day of February, 2012.

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Russ Baggerly, President,  
Casitas Municipal Water District

**ATTEST:**

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Bill Hicks, Secretary,  
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 15, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum

Re: Letter to Ventura County Resource Management Agency – Mosler Quarry

**RECOMMENDATION:**

It is recommended that the Board of Directors review the letter, suggest changes as needed and direct the President of the Board to sign the letter.

**BACKGROUND:**

Director Baggerly has brought forward to the Executive Committee the need to express the District's position related to the Mosler Quarry and the water quality impact mitigations needed to be considered during the County of Ventura's review of the condition use permit for the quarry. A draft letter is attached to this memorandum for the Board's consideration.

The Mosler Quarry is located northwest of Meiners Oaks, adjacent to State Highway 33 and the North Fork Matilija Creek. The quarry produces a desirable quality rock that is used for various construction projects. The quarry's operation in the proximity to the North Fork Matilija Creek has been reported to be a source of turbidity and rock blockage of the open creek channel. For many years, agencies have been working with the quarry to mitigate the environmental impacts and keep the quarry operating.

In previous years, Casitas has written letters to planning and regulatory agencies concerning the quarry operation runoff that has contributed to high levels of turbidity in the North Fork Matilija Creek and the Ventura River. It has been Casitas' position that if the quarry is to operate, it should do so in a manner that protects the water quality of the Ventura River watershed, the quality of water entering Lake Casitas from the Robles Diversion, and protect fisheries. The letters have asked the various agencies to require the application and maintenance of best management practices that are meant to protect the environment.

A letter at this time to the Ventura County Resource Management Agency would serve as notice that now is the time to consider and address the environmental impacts of the quarry.

DRAFT

February 22, 2012

Kimberly Prillhart, Planning Director  
Resource Management Agency  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Subject: Mosler Rock Products – Order to Comply with Surface Mining and Reclamation Act: Revocation of CUP 3489 – 2 pursuant to Section 8111-6.2 of the Non-Coastal Zoning Ordinance – New Entitlements

Dear Ms. Prillhart:

Casitas Municipal Water District (CMWD) is a special district organized under the California Municipal Water District Act of 1911. CMWD is located approximately 2 miles downstream of the project site and supply's municipal, industrial, and agricultural water for 65,000 people within its boundary. CMWD has also invested millions of dollars in support of the safe migration of southern California steelhead (*Oncorhynchus mykiss*) upstream of Robles Diversion Dam and for the recovery and restoration of this species to the Ventura River. CMWD has previously written letters outlining issues of concern to the United States Corps of Engineers and the California Regional Water Quality Control Board – Los Angeles related to the Mosler Rock Products. Because of CMWD's investment for the endangered species and continuing protection of water quality, the Board of Directors wish to comment on the discretionary action proposed for the Mosler Rock Products project and that this letter be included in the administrative record for both the Order to Comply and for any eventual application for the new entitlement. CMWD has comments are as follows:

**New Entitlement/ Major Modification**

It is CMWD's understanding that the Ventura County Planning Commissioners, on December 15, 2011, required the owner of the quarry to:

- a. Pay all administrative costs incurred by the Planning Division, and;
- b. Post appropriate Financial Assurances for the reclamation of the site in accordance with SMARA, and;
- c. Prepare a new and adequate Reclamation Plan in accordance with SMARA, and;
- d. Comply with the Plan dated October 17, 2011, and;

- e. All of these tasks must be accomplished by February 23, 2012 or the CUP would be revoked.

CMWD also understands that the applicant is also seeking a new entitlement in an amendment to the existing CUP-3489-2 and that the proposed project must comply with all of the requirements listed above before any action can take place on the new entitlement. This new entitlement is a discretionary action, and therefore it is a “project” and subject to the requirements of the California Environmental Quality Act (CEQA). As such, now is the appropriate time to address environmental concerns related to potentially significant adverse impacts associated with the operation, maintenance, reclamation, and changes to mining machinery list related to the quarry.

An amendment to the existing CUP should not qualify for a Categorical Exemption. CEQA Guidelines states at Section **15300.2. EXCEPTIONS** (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The unusual circumstances that may apply are the clear presence of endangered species, and critical habitat and water quality degradation.

The discretionary entitlement to amend the CUP, which is considered to be a substantial change in land use relative to the original permit, and/or would alter the findings contained in the environmental document prepared for the permit, **shall be deemed a major modification** and be acted upon by the decision-making authority which approved the original permit (Section 8111-6.1.3 Non-Coastal Zoning Ordinance (NCZO)).

CMWD’s review of the administrative record and conditions of approval for the project that was presented to the Planning Commission did not uncover any mention of water quality impact analysis for project run-off that considered Total Dissolved Solids (TDS), siltation, turbidity, eutrophication, habitat values, endangered species, and health, safety, and welfare issues related to water quality. These issues are potentially significant adverse impacts associated with the proposed project and should be reviewed accordingly under CEQA. An analysis of these potential impacts may result in a change to the findings of the original environmental document, primarily because the original environmental document had no mitigation measures or conditions of approval that specifically address these issues. The entitlement must necessarily be considered a Major Modification and environmental review afforded to the project.

### **Zoning Ordinance Conformance**

CMWD respectfully requests that the Agency review the proposed project for conformity with the following NCZO sections:

- Section 8107-9.5.3 for health, safety and welfare issues.
- Section 8107-9.5.4 for the protection of natural resources.
- Section 8107-9.5.6 for the protection of riparian ecology.
- Section 8107-9.6.4 for the control of siltation and run-off.
- Section 8107-9.6.9 for all Reclamation Plan issues.

Section 8107-9.6.12 do not allow exceptions to standards.  
Section 8107-9.6.13 do not allow waivers to standards.

### **Rock Crusher**

The applicant wishes to seek approval for the inclusion of a rock crusher for the proposed project machinery list. This piece of machinery should be reviewed for its potential impacts on water run-off, TDS, siltation, turbidity, eutrophication, habitat values, endangered species, and health, safety, and welfare issues related to water quality. The rock crusher operation is simply the disintegration of larger rock products into increasingly smaller aggregate, all the while producing fine sediment as a by-product.

Without proper mitigation measures in place, this machine and the fine sediment it produces on site, may constitute more than a nuisance (Section 8111-6.2(d)) and may actually be found to “take” endangered species in the North Fork of Matilija Creek and cause water quality problems downstream.

### **Fill Material**

Fill material may not enter Waters of the United States under the Clean Water Act Section 404. Fill material entering the water course (North Fork Matilija Creek), while being a violation of the Federal Clean Water Act, the fill is also potentially impacting (taking) species of special concern under the Endangered Species Act (ESA) and causing degradation of water quality for total dissolved solids, silt, erosion, and eutrophication under the Clean Water Act Section 404.

### **Mitigation Measures**

The project impacts related to Total Dissolved Solids (TDS), turbidity, siltation, eutrophication are all related to storm water leaving the mining site in an unmitigated manner. The Ventura County Planning Division and Public Works Department should provide for mitigation measures to quarry operations approval that will adequately address each of these project impacts.

In addition, a biological assessment should be conducted for the quarry project impacts on the areas of the North Fork of Matilija Creek and the Ventura River. Specific attention should be made toward the impacts to the restoration of steelhead habitat and passage for migration to spawning grounds upstream.

### **Conclusion**

CMWD appreciates the opportunity to comment on this important issue for the Ventura River watershed.

Sincerely yours,

---

Russ Baggerly  
President of the Board

CC: Ventura County Supervisor Steve Bennett  
Chris Stephens, Resource Management Director  
Michael Villegas, APCD Director  
Brian Baca, Planning Manager  
Daniel Klemann, Commercial and Industrial Permits Section Manager  
Ebony J. McGee, SMARA Program Coordinator

DRAFT

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 14, 2012  
TO: Steve Wickstrum - General Manager  
FROM: Denise Collin - Accounting Manager  
Re: Leak Relief Request – Estate of Pauline Davis  
c/o Diane Atkinson  
5042 Casitas Pass Road  
Account Number: 96-32646-00

**RECOMMENDATION:**

Direction to Staff – Leak Relief Calculation of \$ 1,370.08

**BACKGROUND AND OVERVIEW:**

Ms. Atkinson's property is approximately 65 acres with orchards and a small camp located on the property.

In March of 2008 a large pipeline emergency occurred, CMWD's distribution crew needed to pull her meter for a period of time to repair this pipeline leak. Ms Atkinson endured an extended period of time with no water service and it was determined to wave all standby and consumption charges for that billing period (April 2008).

In April of 2010 Ms. Atkinson was notified of high usage, a leak was discovered in a PVC line they installed near the camp. Ms. Atkinson states that when our distribution crew pulled her meter back in 2008 we also removed a turn off valve that her husband installed and that if that valve had been reinstalled by CMWD and present, the leak would not have occurred. Ms. Atkinson submitted all documents necessary for Leak Relief although the shut off valve was not a factor in the approval of this request, Leak Relief was granted in an amount of \$630.69.

December 2011 Ms. Atkinson was advised of high usage and found a leak. She states that the leak is again in the line that connects to their camp via PVC piping they installed ten years ago and that the leak would not have occurred if the original shut off valve had been replaced by CMWD in 2008. District staff did not agree with this opinion in 2010 and still do not agree with this opinion. The 2010 leak had the same claim attached to it and the District denied that claim of a missing valve caused by Casitas.

Ms Atkinson believes and is asking that CMWD be responsible for the full amount of loss due to the removal of the shut off valve back in 2008 which amounts to \$3,877.41. The total Leak Relief calculation per Rates and Regulations (11.1.3.4 Substitution of Larger Leaks) is \$1,876.64 less \$630.69 previously granted in 2008 which results in a Leak Relief total of **\$1,370.08.**

CASITAS MUNICIPAL WATER DISTRICT  
Interdepartmental Memo

DATE: February 14, 2012

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

SUBJECT: **Consideration to Approve and Sign Casitas Water Adventure Temporary Seasonal Snack Bar Five Year Concession Agreement with The Butcher Shop**

**Recommendation:**

It is recommended that the Board approve and sign the attached agreement entering into a five (5) year agreement with The Butcher Shop to provide Casitas Water Adventure temporary seasonal snack bar services.

**Background:**

The Casitas Municipal Water District and the Bureau of Reclamation completed and approved a twenty five year Management Agreement for the Lake Casitas Recreation Area in October 2011.

Finalizing this agreement allowed Casitas to then enter into new long term (instead of month to month) third party concession agreements for services in the Recreation Area. The Bureau of Reclamation approved the draft agreement November 2011, allowing Casitas to distribute requests for proposals for services. A walk through for prospective concessionaires was held on December 8, 2011. The proposal deadline was December 20, 2011.

Two entities responded to the request for proposal for the Casitas Water Adventure Temporary Seasonal Snack Bar:

The Butcher Shop/Anthony Leckie and Nu-Li Corporation (Luis Berbari)

The Butcher shop appears to be the most desirable to Casitas in regards to revenue.

The Butcher Shop proposed rent to be paid to Casitas:

10% of gross snack bar sales year 1

11% of gross snack bar sales year 2

12% of gross snack bar sales year 3

13% of gross snack bar sales year 4

14% of gross snack bar sales year 5

Plus 20% of gross for merchandise for all five years.

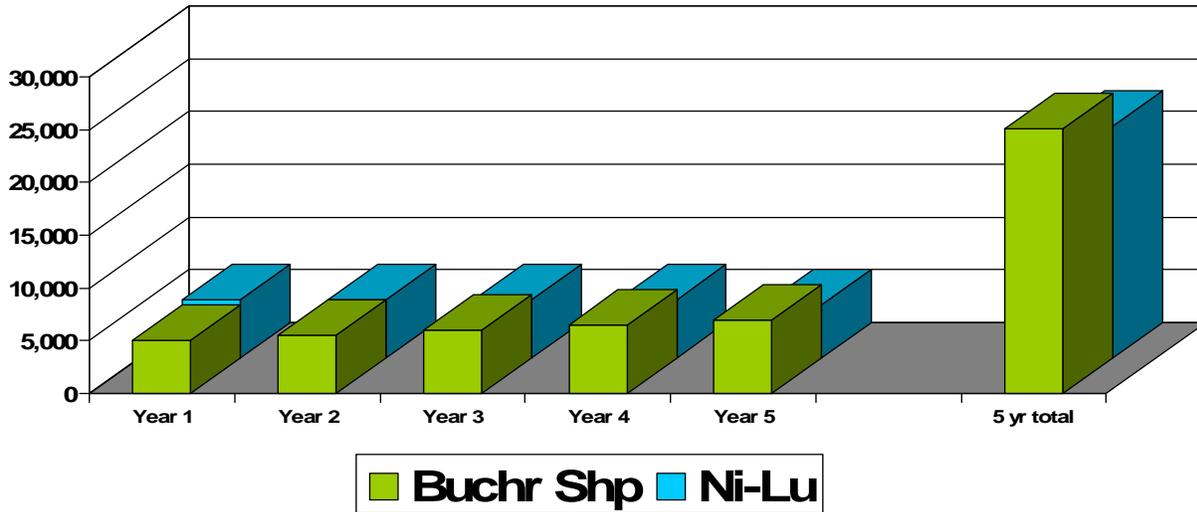
Ni-Lu proposed rent to be paid to Casitas:

11% for 5 consecutive years.

A glance at the 5 year term and revenue to Casitas is below:

## Casitas Water Adventure Snack Bar Revenue to Casitas Comparison based on \$50,00 gross sales

*This does not include merchandise because it is an unknown variable*



Prior to the 2010 season, Casitas had an agreement with another concessionaire for the Casitas Water Adventure snack bar. A snack bar trailer was located inside the Water Adventure and belonged to the concessionaire. It has long been noted that allowing food and drinks in the Water Adventure presented many problems especially attracting bees and yellow jackets in areas where customers are generally in bare feet and swim attire.

With the removal of the snack bar trailer, the timing was right to change the practice of allowing food in the Water Adventure and a solution was created by providing a picnic area outside the Water Adventure perimeter fence on the adjacent grass area. The new concessionaire, Anthony Leckie, was directed to set up a temporary snack bar in this grass area. The change has been very effective with recorded bee stings decreasing by 90% the first year.

The Recreation Committee reviewed the proposals in closed session at their January 26 and February 3, 2012 meetings, and the Board of Directors reviewed the proposals in closed session at their February 8, 2012 meeting.

**Analysis:**

The Casitas Water Adventure Temporary Seasonal Snack Bar provides customers visiting the Casitas Water Adventure with food and snack options. The Butcher Shop has proven snack bar experience and proposes a more beneficial financial formula to Casitas over the other proposal. Therefore, it is recommended the Board approve the attached contract for a five year agreement with the Butcher Shop, Anthony Leckie, Owner.

**CASITAS MUNICIPAL WATER DISTRICT**



**CONCESSION AGREEMENT  
FOR THE OPERATION AND MANAGEMENT OF  
THE CASITAS WATER ADVENTURE  
TEMPORARY SEASONAL SNACK BAR  
AT LAKE CASITAS RECREATION AREA**

Lake Casitas Recreation Area,  
11311 Santa Ana Road, California 93001  
(805)-649-2233

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**AGREEMENT FOR THE OPERATION AND MANAGEMENT  
OF THE CASITAS WATER ADVENTURE TEMPORARY SEASONAL  
SNACK BAR CONCESSION AT  
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, made this 22nd day of February, 2012, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **THE BUTCHER SHOP** (hereinafter referred to as "Concessionaire").

**WITNESSETH:**

WHEREAS, the United States has constructed the Ventura River Project, including Casitas Dam and reservoir, pursuant to Act of Congress (Public Law 423, 84<sup>th</sup> Cong., 2d session) approved March 1, 1956, for irrigation, for furnishing water for municipal and domestic use, and for providing incidental recreation and fish and wildlife benefits: and

WHEREAS, the United States has contracted with Casitas pursuant to Contract No. 14-06-200-5257 "contract between United States and Ventura River Municipal Water District Providing for the construction of a Storage and Conveyance System", dated March 7, 1956, for repayment of federal costs incurred in construction of the Ventura River Project, for operation and maintenance of Project Works, with the stipulation that the title Ventura River Project remains with the United States; and

WHEREAS, the U.S. Bureau of Reclamation (hereinafter referred to as "USBR") has developed a Final Resource Management Plan/Environmental Impact Statement for Lake Casitas dated February 2010 with a Record of Decision #10-111, copies of which are provided under separate cover; and

WHEREAS, Lake Casitas Recreation Area (hereinafter referred to as "LCRA") is the property of the United States Government managed by the USBR, operated by Casitas under Management Agreement Number 11-LC-20-0216, dated October 7, 2011, between the USBR and Casitas, a copy of which is provided under separate cover; and

WHEREAS, Casitas is authorized by said Management Agreement to issue and administer third party contracts for concessions and services for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with said Management Agreement and in accordance with any current or future planning documents, and

WHEREAS, Casitas is authorized by the provision of Water Code Section 71,000 et seq. to enter into an agreement for concessions and services that are consistent with public recreational facilities appurtenant to facilities operated or contracted to be operated by Casitas; and

WHEREAS, Concessionaire acknowledges that Casitas, in its sole discretion, controls access to the LCRA, and that Concessionaire's business volume is limited to persons granted access to the LCRA by Casitas; and,

WHEREAS, Concessionaire acknowledges that Casitas imposes reasonable fees and charges on LCRA users, and that Concessionaire's business volume will likely be limited to those persons subject to those Casitas fees and charges; and,

WHEREAS, the words of this Agreement have been chosen specifically to support Casitas' directives and standards and to create a customer base, attract and serve the public and to operate current and future recreational facilities and ancillary services; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed; and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of Casitas Water Adventure (hereinafter referred to as "CWA") Temporary Seasonal Snack Bar (hereinafter referred to as "Snack Bar") concession services; and

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

**1. INCORPORATION BY REFERENCE**

All Schedules and Exhibits attached hereto are incorporated by reference herein.

**2. DEFINITIONS**

See Appendix 1 for definitions used in this Agreement and Appendix 2 for abbreviations and acronyms.

**3. INTERPRETATIONS**

(a) This Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

(b) For jurisdictional purposes, this Agreement shall be deemed entered into and enforceable in Ventura, California.

(c) Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

(d) A reference to a person includes firms, partnerships, corporations, limited liability company and other business organizations and their successors and permitted assignees or transferees.

(e) Headings are for convenience and reference only.

**4. GRANT OF CONCESSION**

In consideration of the Concessionaire's obligations contained in this Agreement, Casitas hereby authorizes and grants Concessionaire the non-exclusive use of the Demised Premises to operate and maintain a non-exclusive CWA Snack Bar limited to the time frame that coincides with the seasonal operation of the CWA and commercial activities described herein. The Concessionaire hereby accepts such authorization and grant upon the terms and conditions of this Agreement. Nothing in this Agreement shall be construed by Concessionaire as preventing Casitas from constructing, operating or contracting for additional concession facilities of any type.

**5. DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property described in Exhibit A attached hereto on a temporary basis and only during the CWA season.

(a) Condition of Demised Premises "AS IS". Concessionaire accepts the Demised Premises in "As Is" condition, and further agrees to make no demands upon Casitas for any improvements or alterations to the Demised Premises, except as may otherwise be provided herein.

(b) Temporary Seasonal Facilities. Each year of this Agreement, Concessionaire will erect a temporary snack bar facility on the Demised Premises prior to the commencement of the CWA season and dismantle and remove same from the LCRA at the end of each season. The season operation generally runs from Memorial Day through Labor Day.

(c) No Exclusive Use. Under no circumstances will long-term, private, exclusive use be permitted within the Demised Premises. The Concessionaire is not authorized to permit or grant any visitor, person, employee, or organization exclusive rights to occupy or use the subject services or facilities or preclude use by the public. The Concession contract is issued on a **non exclusive** use basis.

(d) Use of Demised Premises. The premise shall be used only for said purposes, and such other purposes as are related thereto provided express approval is granted by the Casitas General Manager, and for no other purposes whatsoever.

(e) Relocation. Casitas shall have the option to require Concessionaire to relocate the Snack Bar to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than thirty (30) days prior to the proposed effective date of relocation. If Casitas exercises its option to relocate the Demised Premises, Concessionaire shall relocate to the New Demised Premises at no cost or expense to Casitas, except as otherwise provided in subparagraph (f) and (g).

(f) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.

## 6. **INUNDATION OR DROUGHT**

The water level of Lake Casitas is subject to change and fluctuation from natural causes, and/or the use of water of the reservoir for domestic water supply, diversion channels and other purposes. In the event that the Demised Premises are permanently inundated or in the event that drought or imminent threat of permanent inundation affects the Demised Premises such that the rights granted to Concessionaire hereunder can no longer be exercised, Concessionaire may, at no cost or expense to Casitas, relocate to an alternate site mutually agreed upon in writing by Casita and Concessionaire, and this Agreement shall remain in effect for the remaining portion of its term. In the event of inundation or drought which precludes the exercise of the rights granted to Concessionaire hereunder, and the parties are unable to mutually agree upon an alternate site in the LCRA, this Agreement shall terminate.

## 7. **TERM OF AGREEMENT**

(a) The term of this Agreement will be for five (5) years from the date first written above, unless terminated sooner as provided in Paragraph 23 herein.

(b) There is no clear or inferred right of first refusal clause incorporated in this Agreement for subsequent agreements of similar nature.

(c) The Demised Premises shall be considered vacated after all areas, including storage and parking areas, are clear of all of Concessionaire's belongings, and keys and other property furnished for Concessionaire's use are returned to Casitas. Should Concessionaire hold over beyond the termination date or fail to vacate the Demised Premises on or before the termination date, Concessionaire shall be liable for additional rent and damages which may include damages due to Casitas loss of prospective new Concessionaires.

(d) The Concessionaire understands and agrees that the USBR will not carry forward agreements and contracts should the Management Agreement between Casitas and the USBR expire or terminate.

## 8. **PAYMENTS**

For the use granted herein, Concessionaire agrees to pay Casitas as follows:

(a) Percentage Rent in an amount equal to the following of sales made from or upon the Demised Premises during the term hereof:

- (1) Ten percent (10%) of gross snack bar sales for season 2012
- (2) Eleven percent (11) of gross snack bar sales for season 2013
- (3) Twelve percent (12%) of gross snack bar sales for season 2014
- (4) Thirteen percent (13%) of gross snack bar sales for season 2015
- (5) Fourteen percent (14) of gross snack bar sales for season 2016
- (6) Twenty percent (20%) of all merchandise sales during the term of this Agreement.

(b) Miscellaneous Charges for any services, equipment, and labor provided by Casitas for wastewater hauling or other services as set forth by Board adopted rates requested by Concessionaire. Miscellaneous charges will be invoiced by Casitas to the Concessionaire and paid in a timely manner in accordance with Casitas requirements.

(c) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 11311 Santa Ana Road, Ventura, California 93001, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term and shall pay the Basic Rent, Percentage Rent and Miscellaneous Charges to Casitas on or before the fifteenth (15<sup>th</sup>) day of the immediately following calendar month. Concessionaire agrees to deliver or cause to be delivered to Casitas, within fifteen (15) days following the end of each calendar month during the term, a written statement signed and certified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of any Percentage Rent due. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared according to standard accounting principles. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

(d) Late Charge. A late payment charge of two percent (2%) per month shall be added to any payments received after the last day of the calendar month in which payment is due. Casitas is not obligated to notify Concessionaire of accumulated late charges.

(e) Adjustments to Gross Sales. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Concessionaire or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously reported as gross receipts shall be included in gross receipts at the time they are collected.

(f) Concessionaire is not guaranteed a profit.

## 9. ACCOUNTING

Concessionaire hereby agrees at all times during the term to use a point of sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting principals and practices (showing all of its sales separate from its other concessions and/or stores). The electronic data processing and record keeping equipment shall contain such features as the Casitas General

Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be use.

(a) Records. Concessionaire shall maintain accounting books and records including, but not limited to, daily sales records and journals, sales returns and allowance detail, cash receipts, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, state sales and use tax returns and a complete general ledger.

(b) Storage. All accounting books and records maintained by Concessionaire shall be kept by Concessionaire for a period of no less than three (3) years after the close of each calendar year

(c) Inspection. Concessionaire hereby grants to Casitas and its agents and accountants the right, during Concessionaire's normal business hours and upon reasonable notice, to inspect such books and records kept in connection with the business done or transacted in or upon the Demised Premises, for the purpose of verifying Concessionaire's Gross Sales. Casitas, for itself and for its agents and accountants, agrees to keep confidential all sales figures, audits and reports furnished by or obtained from Concessionaire, as between Casitas and its attorneys, lenders, financial partners, if any, accountants and other financial advisors.

(d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casita all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 24 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

(e) Subcontractors. Concessionaire shall cause all of its subcontractors to comply with the accounting requirements set forth above to the extent those requirements are applicable, and all other applicable requirements of this Agreement.

## 10. OPERATIONS.

### (a) General

- (1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and, where permits and/or licenses are required for the Concession and/or any refurbishment or construction authorized herein.,
- (2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.
- (3) Concessionaire shall have non-exclusive rights to operate the Snack Bar only during the CWA annual seasons and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a public waterpark environment and recreational campground setting. Casitas reserves the right to deny specific goods.

- (4) Concessionaire shall maintain a cell phone or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any message left by Casitas within a twenty-four (24)-hour time frame.
- (5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through E attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.
- (6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).
- (7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.
- (8) In the event Concessionaire fails to remove the Snack Bar within thirty (30) days of the last day of each season, then same may be removed or demolished by Casitas and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may deal on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- (2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. The Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Such employees, service and delivery companies and contractors will not necessarily be granted access into the LCRA. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.
- (3) Tuberculosis Screen. Concessionaire shall not employ any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. Concessionaire staff shall be required to undergo the foregoing examination at least once every four (4) years. Any staff that has a documented positive skin test confirmed by X-ray shall be immediately referred to the County's Health Officer. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association, which indicated freedom from active tuberculosis.
- (4) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all

its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

- (5) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

- (1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.
- (2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

- (1) Concessionaire is authorized non-exclusive rights to sell to the general public prepared and packaged snack bar food supplies, confections, soft drinks, approved personal products, souvenirs and clothing. The Snack Bar Concession shall be specifically excluded from selling fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.
- (2) The supply in the Snack Bar shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.
- (3) Concessionaire may **not** obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control.

- (4) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager.

(e) Hours of Operation

Concessionaire shall establish regular hours of operation that will accommodate the visiting public demands. Upon commencement of the Concessionaire Agreement and by April 1 of each succeeding year, the Concessionaire shall submit to Casitas for review, change and approval a written seasonal schedule of hours (opening and closing times) for the operation. Any change to the schedule must be submitted to, and approved by, Casitas prior the implementation of the schedule change.

(f) Security

- (1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.
- (2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall make safety improvements as requested by Casitas' General Manager, insurance carrier or the Board.

(h) Advertising and Promotion

Concessionaire is responsible for the advertising and promotion of his/her own business.

- (1) Signs. Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casita Recreation Area logo or name.

- (2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.
- (3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(i) Interruptions of Business

There is the possibility of interruptions of this Concession Agreement. These interruptions could be due to contamination of Lake Casitas, impacts on the Concession Agreement due to construction and maintenance projects, insurance changes, changes in lake level and any other similar business interruptions. Should these interruptions require Casitas to place additional restrictions upon the Concessionaire, Casitas shall not be liable for any expense or loss of business due to Concessionaire's complying with those additional restrictions, as long as the restrictions were consistently applied to other like-users of the LCRA. However, since insurance changes can be mandated by Casitas' insurer, Concessionaire shall not hold Casitas liable for expense or loss of business due to Concessionaire's complying with additional restrictions due to insurance changes, even where those restrictions were not consistently applied to like-users of the LCRA.

(j) Annual Review

Concessionaire shall be evaluated by Casitas under the Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted annually. All other evaluations shall be conducted as Casitas may desire. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(k) Utilities

The Demised Premises shall contain a two phase 90 AMP electrical outlet and a one-half inch ( $\frac{1}{2}$ " ) line of potable water. Concessionaire shall contract directly to provide and pay for any other necessary utilities serving the Demised Premises, including trash dumpster rental and the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(l) Sanitation

No offensive matter, or refuse, or substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted to accumulate or remain on the Demised Premises and within a distance of fifty (50) feet thereof. Concessionaire shall pay fees to collect and remove refuse to an area approved disposal site or landfill that is not located within the watershed of Lake Casitas. Refuse shall be removed as needed, but minimally once per week. Concessionaire shall furnish all equipment and materials necessary for refuse collection, including trash receptacles of the size, type, color and number required by the Casitas.

- (1) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. No added sanitation facilities shall be allowed. Concessionaire shall engage and pay for services including three (3) yard trash dumpster rental and the removal of the trash and garbage that is generated by the Snack Bar Concession from the LCRA. Casitas will empty trash containers located in the adjacent outdoor picnic areas. Concessionaire shall empty containers located within Demised Premises.
- (2) Concessionaire shall promote recycling and make it convenient for public use.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Water Adventure Snack Bar Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal and Gray Water. There are no arrangements in this Agreement to provide the Concessionaire sewage disposal other than in the adjacent public restrooms. Gray water removal and costs associated with its removal will be the responsibility of the concessionaire.

(m) Incident Reporting

Concessionaire shall investigate or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, or other incidents of a serious nature within the Demised Premises. Concessionaire shall make an initial verbal/phone message report on such incidents to Casitas' designated representative within two (2) hours of knowledge of the incident. Under most circumstances, or when requested by Casitas, Concessionaire shall submit a written incident report via hard copy or e-mail to Casitas' designated representative within two (2) calendar days of the verbal notice.

(n) Hazardous Materials

- (1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(o) Pest And Weed Control

Concessionaire shall not permit the use of any pesticides/chemicals on the Demised Premises.

(p) Protection Of Natural And Cultural Resources

- (1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.

- (2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

## 11. MAINTENANCE

(a) **Casitas' Duties.** Casitas shall repair and maintain the areas of and surrounding the Demised Premises. Casitas shall not maintain the any part of the temporary building erected by Concessionaire that is located within the Demised Premises. There shall be no abatement of rent, and no liability of Casitas, by reason of any injury to or interference with Concessionaire's business arising from the making of any repairs, alterations, or improvements to any portion of the Demised Premises. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statute or ordinance now or hereafter in effect.

(b) **Concessionaire's Duties.** Concessionaire shall maintain the Concession equipment and premises in good repair and condition. Concessionaire shall perform and pay for all repairs and replacements in compliance with applicable law. All maintenance and repairs shall be commenced within thirty (30) days of the need thereof and diligently completed. Maintenance includes, but is not limited to:

- (1) **Temporary and Seasonal Facilities Color Palette and Park Theme.** Concessionaire shall endeavor to create an atmosphere that is compatible with a natural park setting. All facility color schemes and façade materials must be approved by the Park Services Manager prior to installation.
- (2) **Graffiti Eradication and Control of Graffiti from the Outside Surfaces of Temporary Structures on said Demised Premises.** Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed and repair any property located on the Demised Premises damaged by criminal conduct.
- (3) **Equipment Repair or Replacement.** Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.
- (4) **Concessionaire's Damage Liability.** The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.
- (5) **Default of Maintenance Obligations.** In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

## 12. FEES AND TAXES

(a) **Public LCRA entrance and use fees** will be set in accordance with the fee schedule established by Casitas and Casitas shall have the right to collect as income, receipts derived from recreation related permits

and contracts which it issues and administers for activities within the LCRA, as authorized in the California Water Code Section 71660 et. Seq.,

(b) The use or occupancy of the Demised Premises by Concessionaire constitutes a property interest which may be subject to possessory interest taxes. Concessionaire will be liable for the payment of such possessory interest taxes and any other taxes which may be levied on the property pursuant to the applicable taxation code. Concessionaire shall pay the applicable County or State agency, before delinquent, all taxes and assessments including said possessory interest tax levied against Concessionaire by reason of use and occupancy of the Demised Premises.

### 13. **RIGHTS OF CASITAS AND USBR**

(a) The USBR retains the primary jurisdiction over the Ventura River Project and the LCRA. The USBR can give written notice to Casitas if the USBR determines that changes in land use for USBR purposes within the LCRA are necessary. Casitas will give written notice to Concessionaire if any land use changes required by the USBR are necessary.

(b) Casitas or the USBR may close the LCRA, or any portion thereof, including the Demised Premises, to public use whenever it is determined such restriction is necessary in the interest of water delivery project operation, public safety or national security. Casitas' designated representative will give written notice to Concessionaire of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. Concessionaire will enforce such closure and such enforcement will include coordination and cooperation with Casitas.

(c) The USBR and Casitas reserves the right to establish, grant or utilize additional easements or rights of way over, under, along and across the Demised Premises for utilities and/or public access to the LCRA provided Casitas shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Concessionaire shall not claim any damages, loss of business, impact costs or other costs of any kind due to such an easement.

### 14. **INDEMNIFICATION**

To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless and defend Casitas its directors, employees, or authorized volunteers, and each of them from and against the following:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Casitas and/or Concessionaire, or any directors, officers, employees, or authorized volunteers of Casitas or Concessionaire, and damages to or destruction of property of any person, including but not limited to, Casitas and/or Concessionaire and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of Casitas or its directors, officers, employees, or authorized volunteers.

(b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Concessionaire.

(c) Any and all losses, expenses, damages (including damages to the work itself), and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Concessionaire to faithfully perform all of its obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuits to which they are a party.

(d) Concessionaire shall defend, at Concessionaire's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Casitas or Casitas' directors, officers, employees, or authorized volunteers.

(e) Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against Casitas or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

(f) Concessionaire shall reimburse Casitas and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

(g) Concessionaire agrees to carry insurance for this purpose as required by this Agreement. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Casitas, or its directors, officers, employees, or authorized volunteers

(h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.

(i) The parties hereto shall each be responsible and liable only for the negligent acts or omissions of their respective employees or assigns to the extent provided by law. However, nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each party against each other and third parties.

## 15. **INSURANCE**

Without limiting Concessionaire's indemnification of Casitas, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations listed herein. Such insurance shall be provided by insurer(s) satisfactory to the Casitas General Manager and evidence of such programs satisfactory to Casitas shall be delivered to the Casitas General Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Casitas is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by Casitas and shall name Casitas and the United States Government additional insureds. If Casitas insurance requirements change, the Concessionaire will be required to make changes in their insurance accordingly at Concessionaire's sole expense.

(a) **Certificate of Insurance.** Prior to execution of the Agreement, Concessionaire shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to meet all insurance requirements under this Agreement.

(b) **Proof of Insurance.** The Concessionaire shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon as are required under this Agreement. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to the commencement of this Agreement, Casitas shall, at its sole option, obtain such insurance coverage and charge Concessionaire the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide required insurance coverage shall result in the loss of the use of the facility. Concessionaire shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

(c) During the entire term and any extension of this Agreement, Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

(d) During the course of this Agreement Concessionaire shall, if alcoholic beverages are sold, maintain Liquor Liability Insurance coverage at least as broad as the Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

(e) Required Provisions. The general liability and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.
- (4) The Concessionaire's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

(g) Acceptability of Insurers. All of the insurance shall be provided on policy forms and through companies satisfactory to Casitas. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by Casitas.

(h) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Concessionaire certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Concessionaire shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Concessionaire shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Concessionaire, Concessionaire shall execute a California Workers' Compensation Law Certificate of Exemption.

(i) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

#### **16. RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES**

If during the term of the Agreement the buildings or improvements or such fixtures or equipment, on, below, above or appurtenant to the Demised Premises at the commencement of the term or thereafter erected, installed or placed thereon or therein shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and provided such destruction or damage is required to be covered by insurance, Concessionaire shall give the Casitas General Manager notice as soon as practicable thereof. Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof. Concessionaire shall promptly restore same to the condition existing immediately prior to such occurrence, or if not possible or feasible in view of the damage sustained and availability of funds with which to rebuild, terminate this Agreement.

(a) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.

(b) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within seven (7) days from the date of the damage or destruction, commence full repair at Concessionaire's cost and continue the performance of this Agreement in good faith to completion. In any event, the Demised Premises shall remain the property of Casitas. Casitas shall be under no obligation to make any repairs or reconstruct any buildings or structures.

#### **17. NON-ASSIGNMENT**

During the term of this Agreement, the responsibilities of the Concessionaire as described herein shall not be assigned to others without prior written approval of Casitas Board of Directors.

#### **18. THIRD PARTY CONTRACTS AND PERMITS**

Concessionaire may not enter into, or issue and administer, third party permits or concession contracts to persons or associations for the purpose of selling or soliciting services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this Agreement, without prior written approval of Casitas. Written approval shall be by amendment to this Agreement.

#### **19. IMPROVEMENTS, EQUIPMENT AND INVENTORY**

(a) Prior Written Approval. Construction of temporary and seasonal structures or improvements within the Demised Premises or removal of the same by the Concessionaire shall only be done with the prior approval of Casitas.

(b) Concessionaire shall not make any structure replacements or improvements on the Demised Premises without the prior written approval of Casitas of all plans, specifications and drawings. Approval may be withheld if the proposed alteration, addition, or improvement is not within the theme or character of the LCRA or if not approved by Reclamation, exceeds the express or implied scope of Concessionaire's services under this Agreement, sacrifices the public health, safety, or welfare, or for any other reason infringes on Casitas' operation of the LCRA. The Concessionaire shall provide to Casitas an initial request for consideration by Casitas and the USBR. Said request may include conceptual sketches and drawings.

(c) Cost and Expense. In the event that Casitas consents to Concessionaire making any alteration, addition, or improvement to the structures on the Demised Premises, Concessionaire agrees that the same shall be made at Concessionaire's sole cost and expense.

(d) Practices and Procedures. In erecting and placing the Snack Bar on the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Concessionaire agrees that Casitas shall have the right to access to the premises during the erection and placement of same for the purposes of Casitas' own inspection of the construction work. This inspection is not in service to the Concessionaire or a substitute for Concessionaire's inspection or control of the work. The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA.

(e) Insurance and Bonds. If applicable, Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof.

## 20. **REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT**

(a) The parties hereto shall meet prior to an upcoming season, or more often if requested by either party, to inspect the Demised Premises and Snack Bar and review the administration, operation, maintenance and requested development of the Concession. The purpose of this inspection and review is to ensure that administration, operation, maintenance and development procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Concession is in accordance with the intended purposes and in compliance with Casitas Ordinances. Deficiencies and problems shall be corrected in a timely manner by the Concessionaire.

(b) The USBR may conduct an annual inspection of Casitas and Concession operations and will provide in writing necessary corrective action and time line for compliance.

## 21. **EXAMINATION OF RECORDS**

(a) Casitas, a public entity, requires that, at any time, the Concessionaire produce for examination any pertinent books, documents, papers, and financial records of the Concessionaire and/or the Concessionaire's contractors, permittees involving transactions related to this Agreement within the Public Records Act parameters.

(b) Casitas may, at any time, request an independent audit of the Concessionaire's financial activities for the LCRA. Such independent audit shall be performed at the cost of Casitas. Any discrepancies found during such audits shall be corrected within a reasonable amount of time, as determined by Casitas, by the responsible party.

## 22. **NOTICE TO CURE/DISPUTE RESOLUTION**

(a) Non-Compliance. Notification of non-compliance with the terms and conditions of this Agreement shall be in writing, giving a period of time in which the non-compliance shall be corrected. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time shall be grounds for termination of all or part of this Agreement or temporary suspension of operation after notice in writing of such intent.

(b) Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute as soon as possible as outlined in Exhibit D.

(c) The inability of Casitas' and Concessionaire's designated representatives to mutually agree on a proposed action within thirty (30) calendar days, or longer period as may be agreed to by the parties hereto, may result in termination of this Agreement by either party.

## 23. **TERMINATION**

This Agreement shall terminate and all rights and obligations of the parties under this Agreement will cease under any one of the following conditions:

(a) Upon expiration of the term of this Agreement.

(b) For cause, including, but not limited to, violations of Casitas Ordinance entitled "An Ordinance of Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area", failure to pay fees, violation of health and safety regulations and violation of Federal, State and local regulations as applicable, upon receipt of a written notice of termination from Casitas.

(c) Without cause, upon receipt of written notice of termination from either party. This termination notice must be received at least one (1) year prior to proposed early termination date.

(d) At any time upon written notice to Concessionaire that Casitas has received a notice of termination from the USBR.

(e) In the case of termination for cause, Concessionaire must completely vacate the Demised Premises within thirty (30) calendar days of written notice of determination.

## 24. **CANCELLATION UPON DEFAULT**

(a) Notice to Concessionaire. Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Casitas General Manager shall give Concessionaire ten (10) days notice by registered, certified mail, or hand delivery of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon before the Board of Directors will be afforded on or before said date, if request is made therefor.

(b) Possession. Upon cancellation Casitas shall have the right to take possession of the Concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Notice to Lenders. The Casitas General Manager shall send a copy of any intended cancellation of this Agreement to any Lender whose security would be affected thereby provided that such Lender shall have previously registered with the Casitas General Manager by written notice specifying the name and address of said Lender; and upon Lender's request for postponement, extend the date set for cancellation by such time as the Casitas General Manager finds reasonable to correct the grounds for cancellation or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage. Any new concessionaire shall be responsible for correcting the original grounds for cancellation within a time set by the Casitas General Manager.

(d) Events of default shall be:

(e) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.

(f) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

(g) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.

(h) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.

(i) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.

(j) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

(k) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(l) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.

(m) The execution by Concessionaire of an assignment for the benefit of creditors.

(n) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.

(o) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.

(p) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.

(q) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

**25. RIGHT OF ENTRY**

(a) General. Any officers and/or authorized employees of Casitas may enter upon the Demised Premises any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms of this Agreement, or for any other purpose incidental to the rights of Casitas within the demised premises. No re-entry or taking of the premises by Casitas pursuant to this Agreement shall be construed as an election to terminate this Agreement, unless a written notice of such intention is given to Concessionaire or unless the termination thereof is decreed by a court of competent jurisdiction.

(b) Abandonment. In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

**26. INDEPENDENT CONTRACTOR**

In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor has been or is intended to be created. The parties to this Agreement do not intend to create a partnership, joint venture, relationship of master and servant, or principal and agent. It is mutually understood and agreed that the relationship created between the parties to this Agreement is to be determined in accordance with the laws relating to owners and lessees of real property.

**27. SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

**28. NOTICE**

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing: Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope with postage paid, return receipt requested, 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.

Casitas: Casitas Municipal Water District, 11311 Santa Ana Road, Ventura, California, 93001

Concessionaire: \_\_\_\_\_

**29. BOARD REVIEW**

The Board of Directors may review all decisions by the Casitas General Manager contained in this Agreement. A decision rendered by the Casitas General Manager is deemed final if it is not placed on the Board's agenda within sixty (60) days of being rendered by the Casitas General Manager. If the Board places a

decision rendered by the Casitas General Manager on the Board's agenda within said sixty (60) day period, the decision is not final until formally ratified by the Board.

30. **MERGER AND MODIFICATION**

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

31. **ATTORNEYS FEES**

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expense.

32. **ASSIGNMENT**

Neither the Concessionaire nor CASITAS shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

33. **SUCCESSORS IN INTEREST**

Subject to Paragraph 28, the rights and obligation of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

34. **DESIGNATED REPRESENTATIVES/NOTICES**

The parties hereto agree that the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

Casitas – General Manager, Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California 93022.

Designated Representative – Park Services Manager, 11311 Santa Ana Road, Ventura California 93001.

Concessionaire –

Any written notice, demand, or request, as required or authorized by this Agreement, shall be properly given if delivered by hand, or by mail, postage prepaid, to the other party as above listed. Both parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

35. **AGREEMENT DRAFTING CONSIDERATIONS**

The parties hereto agree and acknowledge that this Agreement has been drafted after full arms-length negotiations, and that the usual rule of contractual construction that all ambiguities shall be construed against the drafting party shall not apply to the interpretation of this Agreement.

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

**CASITAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
President of the Board of Directors

**CONCESSIONAIRE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title:

Attest:

By: \_\_\_\_\_  
Secretary of the Board of Directors

## Appendix 1: Definitions

(a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Casitas Water Adventure Snack Bar; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.

(b) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.

(c) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.

(d) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.

(e) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.

(f) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.

(g) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance.

(h) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, that are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g. wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).

(i) "Concession Fee" means the fee established by a third party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.

(j) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well kept condition.

(k) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).

(l) "Merchandise" means items incorporating the words and/or logo of the Casitas Municipal Water District, Lake Casitas Recreation Area and Casitas Water Adventure, such as T shirts, mugs, etc.

(m) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing

(n) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.

(o) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.

(p) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.

(q) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).

(r) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.

(s) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred

(t) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.

(u) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.

(v) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g. water, power, and sewer lines) and constructed site improvements (e.g. paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

(w) "Gross Sales" means money, cash receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, fees and commissions made or earned by Concessionaire and/or all the assignees, subcontractors, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Demised Premises, including, but not limited to, food and beverage sales, merchandise sales, catering and "to-go" sales and services, and other revenues of any kind except: (i) the amount of any sales tax,

use tax, gross receipts tax, successor tax or similar tax, imposed by a federal, state, municipal or governmental authority directly on sales and collected from customers; (ii) the exchange of merchandise between other concessions and/or stores of Concessionaire where such exchange is made solely for the convenient operation of the business of Concessionaire and not for the purpose of depriving Casitas of the benefit of a sale which otherwise would be made from the Demised Premises; (iii) proceeds from the sale of trade fixtures, machinery and equipment; and (iv) the amount of any cash or credit refund made upon any sale from the Demised Premises previously included in Gross Sales.

(x) "Temporary Seasonal" means facilities, equipment and all concession items are temporary in nature, can and will be completely installed and then removed from the Demised Premises each annual season of the Casitas Water Adventure. The season generally runs from the weekend of Memorial Day through and including Labor Day and is set in writing Casitas by the last day of February for that calendar year's season.

## Appendix 2: List of Acronyms

ESA	Endangered Species Act
IPM	Integrated Pest Management
LCRA	Lake Casitas Recreation Area
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
PP&E	Plant, Property and Equipment
RMP	Resource Management Plan
USBR	U.S. Bureau of Reclamation

## **EXHIBIT A**

### **CASITAS WATER ADVENTURE SNACK BAR - DEMISED PREMISES**

The purpose of Exhibit A is to establish the physical boundaries of the concession operation as generally illustrated in Exhibit A-1 and A-2, attached hereto. Casitas owns and maintains the asphalt parking lot, a portion of which is used as temporary structure foundation of approximately 24 feet by 24 feet, ½ " water line for potable water and a two (2) phase 90 Amp electrical power outlet box. All picnic tables and trash receptacles in adjacent picnic area are the property of Casitas

The Casitas Water Adventure Temporary Seasonal Snack Bar Concession is authorized to conduct its business within the specified locations in the LCRA, Casitas and the USBR will continue have ownership/management over all assigned Demised Premises.

Exhibit A - 1

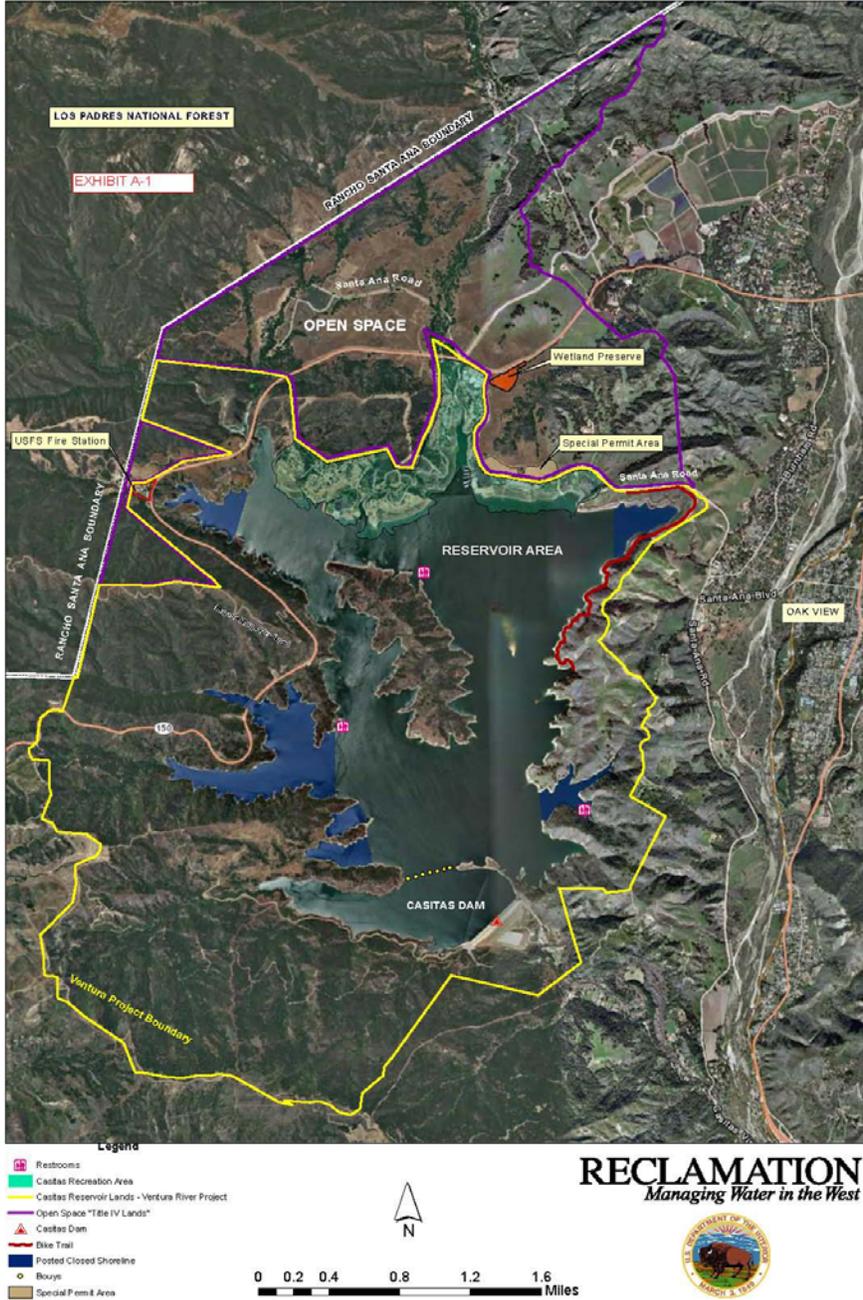


Exhibit A - 2



## **EXHIBIT B ENVIRONMENTAL REQUIREMENTS**

(a) Concessionaire shall operate, maintain and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.

(b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.

(d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.

(e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.

(f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.

(g) The Endangered Species Act of 1974 will be given full consideration in all activities.

(h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

- (1) Executive Order 11990, Protection of Wetlands.
- (2) Executive Order 11988, Floodplain Management.
- (3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).

- (4) Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).
- (5) Executive Orders 11664 and 11989 for Off-Road Use.
- (6) National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).
- (7) Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- (8) Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- (9) National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- (10) Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- (11) Archaeological and Historic Preservation Act (Public Law 93-291).
- (12) Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- (13) Executive Order 11593, Protection and Enhancement of the Cultural Environment
- (14) National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- (15) Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- (16) Executive Order 12088, Federal compliance with Pollution Control Standards.
- (17) The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).
- (18) Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.).
- (19) Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).
- (20) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.
- (21) 43 Code of Federal Regulation, Part 420 (off-road vehicle use on USBR lands).
- (22) 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- (23) Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).
- (24) Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

## **EXHIBIT C**

### **AMERICANS WITH DISABILITIES REQUIREMENTS**

Concessionaire shall fully comply with the Americans With Disabilities Act (ADA) and Americans With Disabilities Guidelines (ADAG) as amended from time to time, as applicable.

## EXHIBIT D-1

### EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, the Concessionaire agrees as follows:

(a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

(b) Concessionaire will, in all solicitations or advertisements for employees placed by or in behalf of the Casitas Water Adventure Snack Bar Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.

(c) Concessionaire will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Concessionaire will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Concessionaire will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Concessionaire's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by Casitas or the USBR and the Concessionaire may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

## **EXHIBIT D-2**

### **CERTIFICATION OF NONSEGREGATED FACILITIES**

The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habitat, local custom, or otherwise. The Managing Partner certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Managing Partner agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. The Managing Partner agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## **EXHIBIT E**

### **TITLE VI, CIVIL RIGHTS ACT OF 1964**

(a) Concessionaire agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Managing Partner receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Concessionaire by the United States, this assurance obligates Concessionaire; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates Concessionaire for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Concessionaire for the period during which the Federal financial assistance is extended to it by the United States.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to Concessionaire by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Concessionaire recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on Concessionaire, its successors, transferees, and assignees.

## **EXHIBIT F**

### **DISPUTE RESOLUTION, MEDIATION AND ARBITRATION**

(a) In the event of dispute or controversy arising out of or relating to this Agreement, the parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

#### **Mediation**

In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within [time period] after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within [time period] after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

#### **Arbitration**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

(a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

(b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.

(c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: February 17, 2012  
TO: Steve Wickstrum, General Manager  
FROM: Carol Belser, Park Services Manager  
SUBJECT: Recreation Area Monthly Report January 2012

Visitation Numbers

The following is a comparison of visitations for January 2012:

	Jan. 2011	Jan. 2012	Dec. 2011
Visitor Days	21,696	28,668	24,760
Camps	1,880	1,744	1,519
Cars	5,424	7,167	6,190
Boats	367	277	218
Kayaks & Canoes	12	11	55

Fiscal Year to Date Visitation	
2010/2011	376,204
2011/2012	398,448
% Change	5.913

Administration

The Recreation Area long term concession agreements for the Marina (marina, café and bait and tackle), the Park Store and the Casitas Water Adventure Temporary Seasonal Snack Bar were reviewed in closed session at the January 26, 2012 Recreation Committee meeting. Staff are continuing the process of evaluating the proposals and will recommend contract agreements for the Board's consideration.

Boating

There were 8 cables sold for new inspections, 8 vessel re-inspections, and 625 boats were retagged. Seven failed the first inspection. Shoreline fishing at night was held January 6 and 7.

PSO and APSO staff are continuing to collect data for the creel survey and an opinion survey the first week of each month. The data collected is analyzed by Scott Lewis and will be used in the Fisheries Management Plan.

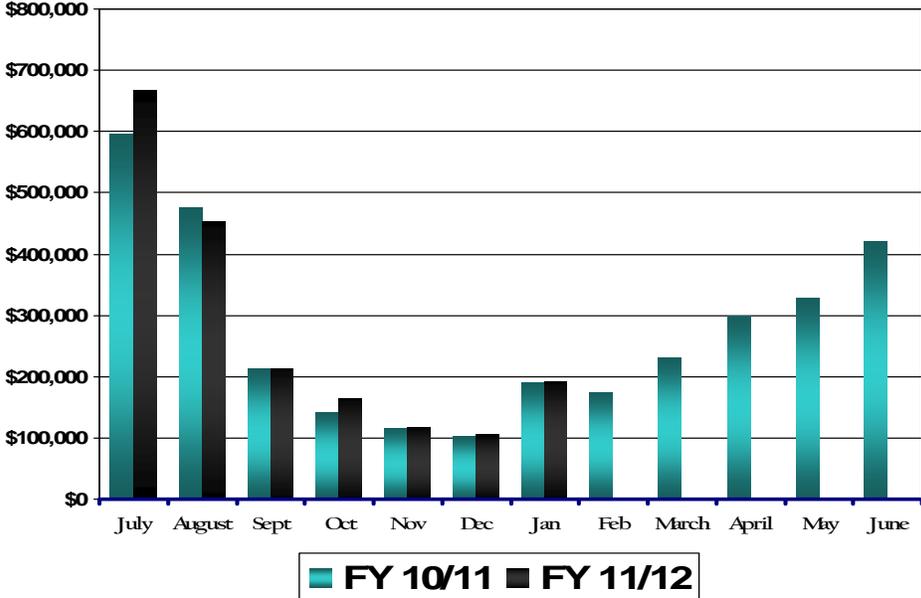
Incidents

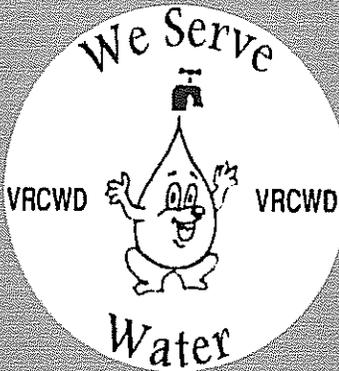
There were no reportable incidents for the month of January.

Revenue Reporting

The figures below illustrate all Lake Casitas Recreation Area’s revenue collected in the respective month (operations, concessions, Water Adventure, etc.) per the District’s Financial Summary generated by the Finance Manager.

### LCRA TOTAL REVENUE





February 10, 2012

Steve Wickstrum  
General Manager  
Casitas Municipal Water District  
1055 Ventura Ave  
Oak View, CA 93022

**VENTURA  
RIVER**  
COUNTY WATER DISTRICT

409 Old Baldwin Road  
Ojai, CA 93023  
Phone (805) 646-3403  
Fax (805) 646-3860  
[www.vrcwd.com](http://www.vrcwd.com)

**DIRECTORS**

Ed Lee – President  
Marvin Hansen – Vice President  
Eddie Ramseyer – Treasurer  
Tom Jamison  
Jack Curtis

**GENERAL MANAGER**

Bert Rapp, P.E.

**OFFICE MANAGER**

Janet Schaefer

**ATTORNEY**

Lindsay Nielson, ESQ

SUBJECT: ASSISTANCE FROM JERRY HERRERA

Dear Steve,

Early Wednesday morning at about 3:00 A.M. your operator, Jerry Herrera, received an emergency call of a water line break on Encino and Feliz in Oak View. Jerry drove from his home in Carpinteria to Oak View to discover that the leak belonged to our water district and proceeded to contact our operators.

Jerry stayed on scene not just until our staff arrived but until about 5:00 A.M. helping us find the appropriate valves and get them turned off. The break was a full line break on an 8-inch main under 120 psi. The flow was estimated at about 4,300 gallons per minute, completely flooding the street.

We really appreciate Jerry's help that morning especially going above and beyond the call of duty and helping us with the emergency.

Sincerely,

Bert J. Rapp, P.E.  
General Manager

cc: VRCWD Board

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 16, 2012  
TO: Board of Directors  
FROM: Accounting Manager – Denise Collin  
Re: Surplus Sale 2/10/2012

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**BACKGROUND AND OVERVIEW:**

The Board of Directors approved the following items as surplus; a silent auction was scheduled with a deadline for bids on February 10, 2012. The following items were sold to the top bidder. The surplus sale totaled \$11,510.07.

1985 Trail -Eze Tilt Bed Trailer	40.00
Mercury Outboard Motor Parts	1.00
Delco AC Generator	20.00
Sullair Air Compressor	20.00
DeWalt radial arm saw	5.00
4" Homelite water pump	20.00
Fuel Tank	2.00
MRCS 1, 2,3, 4	4.00
(2) Browning clutch	4.00
(2) Emerson power Transmission NEW	20.00
(2) Emerson Power Transmission USED	10.00
Dot Matrix Printer	2.00
16KW Onan Portable Trailer Mounted Generator	1,056.52
CART A	700.00
CART B	700.00
CART C	700.00
CART D	450.00
CART E	850.00
CART F	700.00
CART G	800.00
CART H	800.00
CART I	950.00
CART K	950.00
CART L	850.00
1959 Austin-Weston Grader	555.55
Caterpillar Motor and Right Angle Drive	1,000.00
Randolph Right Angle Drive and Coupling	200.00
3 Electric powered air compressors	100.00
<b>TOTAL</b>	<b>11,510.07</b>

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: February 15, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum

Re: Preliminary Budget Schedule for Fiscal Year 2012-13

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**BACKGROUND:**

A preliminary budget schedule has been developed for Fiscal Year 2012-13 and is presented below for Board information.

The schedule provides for budget development and reviews, presentations to the Board, the necessary time to conduct a Prop 218 hearing for rates adjustments (if needed), all resulting in the adoption of a budget and rates before the start of the new fiscal year.

**FY 2012 -13 Preliminary BUDGET SCHEDULE**

Goal: Complete budget and rate adoption by July 1, 2012

<b>Jan 17-Feb 18</b>	<b>Staff development of budget</b>
30-Jan	Decision on Method - Incode or Excel
Feb 9 & 11	Mgr. Field Review of projects
17-Feb	Finance Committee
<b>Feb 21-Mar 6</b>	<b>GM/Staff Review</b>
<b>07-Mar</b>	<b>Final Input to Denise</b>
16-Mar	Finance Committee presented draft budget Water rates Discussions - Preliminary Decision on Rates
06-Apr	Finance Committee review and input
20-Apr	Finance Committee - Final Budget ready for board agenda
23-Apr	Presentation of Budget to full Board Presentation of Rates to Board- - 45 days is June 13th Prop 218 Hearing start - if necessary
18-May	Finance Committee Meeting

13-Jun Board Meeting  
15-Jun Finance Committee Meeting  
**27-Jun Adoption of Budget and Rates**

**Section Reviews**

T	Feb 21 - 9:00	<u>PR/WC/Safety - Ron</u>
T	Feb 21 - 10:00	<u>Pipe/Garg - Brian</u>
T	Feb 21 - 1:00	<u>WTP/E&amp;M/Ops - Bob</u>
TH	Feb 23 - 9:00	<u>Lab - Susan</u>
TH	Feb 23 - 10:00	<u>IT - Kevin</u>
TH	Feb 23 - 1:00	<u>Recreation - Carol</u>
F	Feb 24 - 10:00	<u></u>
F	Feb 24 - 1:00	<u>Engr - Neil</u>
M	Feb 27 - 9:00	<u>Fish - Scott</u>
M	Feb 27 - 1:00	<u></u>
W	Feb 29 - 10:00	<u>Admin - Denise</u>
W	Feb 29 - 11:00	<u>Management - Steve/Rebekah</u>



Read more at [vcstar.com](http://vcstar.com)

## Rowing Club: Casitas celebrates 4 years with youth

### Membership has grown to 132 kids, adults

By Rich Romine

Monday, February 6, 2012

Ventura High's Krysten Menks loves the challenge of rowing.

She's one of the original members of the Casitas Rowing Club, which celebrates a four-year anniversary on March 8.

Eric and Wendy Gillett never thought how popular rowing would be at Lake Casitas since they brought the sport back for the second time since the 1984 Olympic Games competition took place in the Ojai Valley. The Lake Casitas Canoe and Kayak Club competed at the lake in 1993 and 1994.

Menks and her teammates wouldn't trade the knowledge they have acquired from head coach Eric, 41, and his wife Wendy, the junior coach.

Wendy Henry, after graduating from Indio High, met Eric, who was on the rowing team at Orange Coast College in Costa Mesa.

Eric has more than 20 years of experience and is a five-time state champion. He also has two national titles and a silver medal from the world championships in Germany.

The Gilletts went to San Francisco State so he could train with the Cal Lightweights and they moved to Princeton, N.J., so he could continue training with the national team.

Menks was one of six kids who started rowing and now there are 55, including eighth-graders and high school team members.

Menks, 18, has three colleges she's interested in attending: Massachusetts, the U.S. Naval Academy or Wisconsin.

She knows the benefits from her favorite sport.

"It definitely pushes you physically and mentally," she said before spending 90 minutes in strength and conditioning drills at Ventura's Larrabee Stadium,

She's traveled to compete in San Diego and Sacramento. Last December, she was in junior national training camp in Seattle. She recently placed 13th in a high performance sculling camp in Oakland,

The club is going to compete in Long Beach this weekend.

El Camino High junior Jake Coert, 16, of Fillmore, was looking for something to do over the summer.

His mom Susan tried pushing him into rowing two years ago, but he didn't want to do it.

Coert eventually took the plunge.

"I can't see myself with out the sport," he said, now pursuing a spot on the national team.

Both Menks and the 6-foot-4 Coert played other sports before dedicating themselves to rowing.

Coert said he's been talking to college officials from Harvard and Princeton.

"From there, I want to take it to Olympic levels," he said.

Wendy Gillett is excited about how the club started with three adults and has more than 74 today. There are 132 members overall.

The club never turns away youth who might not have money to compete.

It provides scholarships it arranged on its own through Kiwanis and Rotary Clubs.

"The kids work hard," said Wendy Gillett.

"It's more of an analytical sport and they understand the level of dedication," she said.

Because many in the club excel in math and science, it propels them to do well in rowing.

Even Gillett didn't know about rowing, until someone in college suggested because she was loud and short, she would make an ideal coxswain, starting as a novice and becoming a top-notch instructor.

"You pull your own weight," she said.

With eight kids on a boat, they each have one-eighth of a job to do.

The rowing club is considering adding middle school students in the future.

The club has a simple outlook.

"The goal is to have fun," said Gillett. "We provide all the tools," she said. The club also enjoys a winning atmosphere when it competes.

Information: [www.casitasrowing.org](http://www.casitasrowing.org).



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## LETTERS TO THE EDITOR

### Golden State Water continues to mislead

JON WHALEY, OJAI

*The new line was put in place after a leak in the old pipe "forced" the company to upgrade their infrastructure on Cañada between Ojai Avenue and Matilija Street. According to Golden State representatives, construction should begin Thursday to repair "voids" under the surface of Ojai Avenue and Cañada Street that create a sagging effect in the pavement. The company stated that the leaking line may have contributed to the problem, "but an exact cause of the voids is unknown."*

Ojai Valley News, Feb. 3, 2012

Please take note of the words in quotation marks above.

Golden State Water is forced to upgrade their infrastructure, instead of replacing lines as part of ongoing maintenance program! Let's look at this another way. Part of car maintenance is replacing the tires when they wear out. When tires wear out we replace them. If not they will eventually blow out. If I continue to drive on them eventually there will be damage to the road caused by driving on the rims of my car. (I know if I did that other drivers would think I am lacking in the brains dept and also a hazard.) And more than likely I would be pulled over, cited and have my car towed away. And then "forced" to replace my tires! Of course driving on my rims may have contributed to the voids in the road, "but an exact cause of those voids is unknown." Maybe the pavement was faulty or someone else was driving on their rims? So what could have caused voids under the road and the sagging effect on Cañada Street? Earthquake? Volcanic eruption? Gophers? Moles? Floods from rain? Some idiot driving on his rims? Who knows! I am not a rocket scientist or an engineer but I think it's very obvious what has caused the void under the road. Obviously there is a very old pipe under the road. If it wasn't GSWC would just be patching it. There must be numerous leaks in this water pipe on Cañada Street. When a high-pressure water line has large or numerous leaks it washes away the dirt next to it causing sagging in and voids under the road. Sinkholes are usually caused by water leaks or flow. I started to give GSWC credit for admitting that a leaking line may have contributed to the problem. But when they also say, "but an exact cause of the voids is unknown," all that credit goes down the toilet. GSWC knows exactly what caused the voids and sagging problems. Instead of just admitting their fault they try to cover up! They tried to cover up no-bid contracts and were caught by the CPUC. I have a protest on file with the CPUC since November in regards to a water issue and Golden State actually modified a document to cover up their lack of response. Once again instead of just admitting their faults they try to cover it up. Golden State sent out glossy fliers

with misinformation about Ojai F.L.O.W. They did a survey and tried to disguise it as something else and now, rumor has it, Golden State Water is looking to hire a public relations firm to go after Ojai F.L.O.W. with more misinformation. On Dec. 15 the CPUC commissioners had a meeting in which all of the commissioners rebuked and condemned Golden State Water Co. for misconduct, hiding information and not reporting serious allegations of wrongdoing in regards to no-bid contracts. CUPC President Peevy states, "GSWC had not been forthright in bringing information to the CPUC. This is a fundamental responsibility of this utility to come forward with all the facts." It seems to me that there is a similar pattern here. Not only have they done this as a business practice but also on a customer basis. You bet they need a public relations firm, but not to go after Ojai F.L.O.W. They need a public relations firm to show them how to live up to their own stated values. American States Water Company (ASWC) is owner of Golden State Water Company (GSWC). On their website home page, [aswater.com](http://aswater.com), is their mission statement and list of values.

*"Our mission will be accomplished by exceeding customer expectations."*

Is this what they call exceeding customer expectations?

#### List of values:

- *Integrity: "Building trust through honest communications and doing what is right."*

They were trying to cover it up instead of just admitting they screwed up.

- *Respect: "Valuing diversity and treating all stakeholders with fairness"*

This the way they treat their customers? Why is it customers are not treated as well as shareholders?

- *"Excellence in Service: "Striving for excellence and quality in everything we do"*

There is no striving here. Modifying documents to cover up what actually happened.

- *Accountability: "Taking ownership of one's actions."*

Admitting your mistakes and being apologetic is accountable, not trying to cover it up.

Not only will our roads have voids, but the long-term effect of this water company and its rates will cause other voids in Ojai. Business voids due to loss of competitiveness from high water rates. Real estate value voids due to disclosure of high water rates in GSWC service area. And most important the void in your pocketbook due to the incredibly high rates we pay! Monday, Feb. 27, at 2 and 6 p.m., there will be public participation hearings in Ojai. Ojai was looked over initially and now granted this hearing due to letters and complaints about not having a hearing in Ojai as originally requested back in August. This meeting is about the latest increase in water rates GSWC has applied for. Mark your calendar, show up and let the Administrative Law judge hear the issues we have here in Ojai with Golden State Water Company. We need local control of our water resources. Support Ojai F.L.O.W.!

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
02/16/12**

Type of Invest	Institution	CUSIP	Date of Maturity	Amount of Deposit	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity	Weighted Average Days to Maturity
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$734,265	3.125%	07/01/10	5.77%	657	38
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$748,902	2.875%	07/01/10	5.89%	1196	70
*TB	Federal Home Loan Bank	3133XWW470	03/09/12	\$707,315	\$700,441	1.125%	06/30/10	5.51%	23	1
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$801,683	\$803,404	4.750%	07/19/10	6.32%	1351	85
*TB	Federal Home Loan MTG Corp	3134G3GT10	10/18/17	\$220,000	\$220,794	1.250%	01/03/12	1.74%	2042	35
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$723,188	\$702,107	2.125%	09/20/11	5.52%	1654	91
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/17	\$1,000,000	\$1,216,190	5.125%	01/03/12	9.56%	2071	198
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$741,839	4.125%	07/01/10	5.83%	581	34
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$743,820	3.000%	07/01/10	5.85%	882	52
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$708,029	2.125%	06/30/10	5.57%	215	12
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$744,051	3.000%	07/01/10	5.85%	930	54
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,210,446	1.375%	07/06/10	9.52%	2309	220
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$715,883	1.500%	04/01/10	5.63%	675	38
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$734,125	2.125%	07/01/10	5.77%	1004	58
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$705,467	1.125%	06/30/10	5.55%	299	17
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,214,960	1.375%	07/01/10	9.55%	2849	272
	Accrued Interest			\$58,062	\$71,128					
	<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>			<b>\$12,186,121</b>	<b>\$12,715,851</b>			<b>85.53%</b>		
*CD	CD -			\$0	\$0	0.000%		0.00%		
	<b>Total Certificates of Deposit: (11.13506)</b>			<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>		
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$442</b>	<b>\$442</b>	0.38%	Estimated	<b>0.00%</b>		
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,150,642</b>	<b>\$2,150,642</b>	0.81%	Estimated	<b>14.47%</b>		
	<b>TOTAL FUNDS INVESTED</b>			<b>\$14,337,204</b>	<b>\$14,866,935</b>			<b>100.00%</b>		
	Total Funds Invested last report			\$14,337,204	\$14,882,946					
	Total Funds Invested 1 Yr. Ago			\$14,526,236	\$14,362,525					
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$3,055,465</b>	<b>\$3,055,465</b>					
	<b>CASH IN Western Asset Money Market</b>			<b>\$6</b>	<b>\$6</b>	0.010%				
	<b>CASH IN PIMMA Money Market</b>			<b>\$502,000</b>	<b>\$502,000</b>					
	<b>TOTAL CASH &amp; INVESTMENTS</b>			<b>\$17,894,675</b>	<b>\$18,424,405</b>					
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$16,801,522	\$16,637,812					
*CD	CD - Certificate of Deposit									
*TB	TB - Federal Treasury Bonds or Bills									
**	Local Agency Investment Fund									
***	County of Ventura Investment Fund									
	Estimated interest rate, actual not due at present time.									
****	Cash in bank									

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.  
All investments were made in accordance with the Treasurer's annual statement of investment policy.