

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
December 10, 2014  
3:00 P.M. – DISTRICT OFFICE  
1055 Ventura Ave.  
Oak View, CA 93022

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 (items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Board of Director Verbal Reports on Meetings Attended.
5. Consent Agenda
  - a. Minutes of November 26, 2014 Meeting.

RECOMMENDED ACTION: Adopt Consent Agenda

6. Bills
7. Resolution declaring Intent to Participate in the Formation of a Groundwater Sustainability Agency, Upper Ventura River Groundwater Sub-Basin.

RECOMMENDED ACTION: Adopt Resolution

8. Recommend approval of the Agreement to Transfer the Park Store Concession Agreement from Gary Wolfe of Lake Casitas Marina Inc. to Luis Berbari of Ni-Lu Corporation.

RECOMMENDED ACTION: Motion approving recommendation

9. Resolution awarding a contract to Travis Agricultural Construction, Inc. in the amount of \$74,655 to install temporary tanks at 3M Reservoir Site, Specification 14-375.

RECOMMENDED ACTION: Adopt Resolution

10. Resolution awarding a contract to New Vision Construction in the amount of \$104,790 for the District Office Lighting Replacement, Specification 14-377.

RECOMMENDED ACTION: Adopt Resolution

11. Request of William House for reconsideration of Lake Casitas Recreation Area privileges being revoked for a six month period.

RECOMMENDED ACTION: Direction to Staff

Recess Casitas Board Meeting

12. Lake Casitas Improvement Foundation Meeting
  - a. Review of the Treasurer's report.
  - b. Discussion regarding any approval of projects and expenditures for the coming year.

Reconvene Casitas Board Meeting

13. Information Items:
  - a. Lake Casitas Recreation Area Report for October 2014.
  - b. Water Consumption Report.
  - c. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
  - d. Investment Report.

14. Closed Session
  - a. Conference with Legal Counsel -- Existing Litigation (Subdivision (a) of Section 54956.9, Government Code). Name of Case: Golden State Water Company v. Casitas Municipal Water District. Case Number: 56-2013-00433986-CU-WM-VTA.

15. 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  
November 26, 2014

A meeting of the Board of Directors was held November 26, 2014 at Casitas' Office, Oak View, California. The meeting was called to order at 9:00 a.m. Directors Hicks, Bergen, Kaiser, and Word were present. Director Baggerly was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were three staff members and four members of the public in attendance. President Hicks led the group in the flag salute.

1. Public Comments (items not on the agenda – three minute limit).

Slade House, residing at 4803 Templeton St in Ventura requested that he be allowed to return to the lake after being evicted for a six month period. He expressed concern over ongoing issues with a Park Services Officer and did not feel that the employee had authority to revoke his privileges under water code or ordinance. He stated he had not been issued a citation and he loves the lake and has spent every day there over the last year. He mentioned a situation when he was stopped by two white trucks to discuss a wake that knocked an elderly gentleman off the dock. He said the employee at the marina said that was not the case. He asked the board to allow him to return to the lake. President Hicks asked for this to be reviewed and reported back to the Recreation committee. Director Kaiser asked to have it brought back to the full board.

2. General Manager comments.

Mr. Wickstrum informed the board that he was asked to speak before the City of Ojai on December 9<sup>th</sup> on the status of the water supply.

3. Board of Director comments.

None

4. Board of Director Verbal Reports on Meetings Attended.

Mr. Word reported that several of us attended the AWA meeting and folks from the Ag community were there. The bottom line is this area is in trouble with water. There is no shortcut and no easy answer.

President Hicks reported his attendance at a Water Issues meeting. The new Oxnard City Manager spoke and it was an interesting presentation. They get 50% of their water from State Water.

5. Consent Agenda

ADOPTED

- a. Minutes of November 12, 2014 Meeting.

- b. Recommend approval of Leak Relief to Claire and Reid Bowman in the amount of \$744.99.
- c. Recommend approval of Leak Relief to Ralph Begley in the amount of \$682.25.
- d. Recommend approval of a purchase order in the amount of \$6,900 to J & T Engineering and Construction for ramp replacement and sidewalk repair at the District Office.
- e. Recommend modification to our healthcare Flexible Spending Accounts to allow for a carry-over of \$500 from one year to the next, eliminating the “use it or lose it” provisions currently in the plan.

The Consent Agenda was offered by Director Word, seconded by Director Kaiser and adopted by the following roll call vote:

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

6. Bills APPROVED

On the motion of Director Word, seconded by Director Kaiser, the bills were approved by the following roll call vote.

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

7. Presentation by Jack Oehmke of Morgan Stanley regarding Investment of District Funds.

Jack Oehmke of Morgan Stanley provided a report outlining the investment portfolio’s performance. The Board discussed the ten year laddering and it was suggested that the Finance Committee look at the yield with a shorter ladder. The Board also discussed looking at investing in some municipal bonds.

8. Recommend acceptance of the fiscal year 2013-2014 Comprehensive Annual Financial Report. APPROVED

Paul Kaymark of Charles Z. Fedak provided the 2013-2014 Comprehensive Annual Financial Report and informed the board of changes to come in following years regarding reporting of OPEB and CalPERS.

On the motion of Director Word, seconded by Director Kaiser, the above recommendation was approved by the following roll call vote:

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

9. Resolution approving a contract between the United States of America and the Casitas Municipal Water District for the repayment of funds expended for the federally performed Safety of Dams Act Modification Program at the Casitas Dam and Reservoir and authorization of execution of said contract by Casitas Municipal Water District. ADOPTED

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

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

Resolution is numbered 14-28

10. Resolutions setting Public Hearings on January 28, 2015 to adopt three proposed Mitigated Negative Declarations.
- a. Resolution setting the time and place for a Public Hearing on January 28, 2015 to receive comments on the proposed Mitigated Negative Declaration for the Aeration Improvements at Lake Casitas project. ADOPTED

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

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

Resolution is numbered 14-29

- b. Resolution setting the time and place for a Public Hearing on January 28, 2015 to receive comments on the proposed Mitigated Negative Declaration for the Santa Ana Launch Ramp Extension. ADOPTED

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

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

Resolution is numbered 14-30

- c. Resolution setting the time and place for a Public Hearing on January 28, 2015 to receive comments on the proposed Mitigated Negative Declaration for the Lake Casitas Shoreline Vegetation Removal Project. ADOPTED

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

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

Resolution is numbered 14-31

11. Information Items:

- a. Water Resources Committee Minutes.
- b. Finance Committee Minutes.
- c. Personnel Committee Minutes.
- d. Report on the Water Quality Supervisor's attendance at North American Lake Management Society conference.
- e. Investment Report.

On the motion of Director Kaiser, seconded by Director Bergen and passed the Information Items were approved for filing.

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

President Hicks moved the meeting to closed session at 10:39 a.m.

12. Closed Session

- a. Conference with Legal Counsel -- Existing Litigation (Subdivision (a) of Section 54956.9, Government Code). Name of Case: Golden State Water Company v. Casitas Municipal Water District. Case Number: 56-2013-00433986-CU-WM-VTA.

President Hicks moved the meeting back to open session at 11:15 a.m. with Mr. Mathews stating the board met with general and special counsel and no action was taken.

13. Adjournment

President Hicks adjourned the meeting at 11:15 a.m.

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Pete Kaiser, Secretary

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 11/25/14-12/3/14**  
**Presented to the Board of Directors For Approval December 10, 2014**

Check	Payee			Description	Amount
000534	Payables Fund Account	#	9759651478	Accounts Payable Batch 112514	\$113,985.58
000535	Payables Fund Account	#	9759651478	Accounts Payable Batch 120314	\$334,515.65
					\$448,501.23
000536	Payroll Fund Account	#	9469730919	Estimated Payroll 12/24/14	\$135,000.00
000537	Payroll Fund Account	#	9469730919	Estimated Payroll 1/8/15	\$135,000.00
					\$270,000.00
				Total	\$718,501.23

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, 000534-000537 have been duly audited is hereby certified as correct.

*Denise Collin* *12/3/14*  
 \_\_\_\_\_  
 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.

000534	A/P Checks:	019524-019539
	A/P Draft to P.E.R.S.	112543
	A/P Draft to State of CA	112542
	A/P Draft to I.R.S.	112541
	Voids:	

000535	A/P Checks:	019540-019624
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Void:	019584-019585

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

Denise Collin 12/3/14  
Denise Collin, Accounting Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



CERTIFICATION

Payroll disbursements for the pay period ending 11/22/14  
Pay Date of 11/26/14  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 11/24/14  
Denise Collin

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

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

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

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/03/2014			019584		
C-CHECK	VOID CHECK	V	12/03/2014			019585		

\* \* 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:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	0.00	0.00	0.00
BANK:	TOTALS:		2	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00018	AT & T MOBILITY							
I-829434088X11142014	PT Wildlife Biol Monthly Cell	R	11/25/2014	11.52		019524		11.52
00021	AWA OF VENTURA COUNTY							
I-058195	Waterwise Breakfast 11/20/14	R	11/25/2014	100.00		019525		100.00
02667	Digital Telecommunications Cor							
I-19609	New Phone System for LCRA	R	11/25/2014	11,985.53		019526		11,985.53
00216	THE GAS COMPANY							
I-112514	Acct#00801443003	R	11/25/2014	431.18		019527		
I-112514A	Acct#18231433006	R	11/25/2014	45.20		019527		476.38
01270	SCOTT LEWIS							
I-Oct 14	Reimburse Expenses 10/14	R	11/25/2014	436.72		019528		436.72
02658	Liebert Cassidy Whitmore							
I-1394932	Client#CA18200003 10/14	R	11/25/2014	20.00		019529		20.00
02225	Musick, Peeler & Garrett LLP							
I-273842	File#13477.002 10/14	R	11/25/2014	4,746.50		019530		4,746.50
00215	SOUTHERN CALIFORNIA EDISON							
I-112114	Acct#2266156405	R	11/25/2014	112.37		019531		
I-112114A	Acct#2312811532	R	11/25/2014	51.14		019531		
I-112114B	Acct#2157697889	R	11/25/2014	464.17		019531		627.68
00498	BRIAN TAYLOR							
I-111814	Safety Boots	R	11/25/2014	170.00		019532		
I-112114	DMV Physical	R	11/25/2014	90.00		019532		260.00
01101	REBEKAH VIEIRA							
I-Nov 14	Reimburse Expenses 11/14	R	11/25/2014	378.64		019533		378.64
00270	WELLS FARGO BANK							
I-111014	Parts Boxes, Dividers for E&M	R	11/25/2014	59.93		019534		
I-111014A	DVD Player for Treatment Plant	R	11/25/2014	88.19		019534		
I-111014B	Monthly Credit Card Charges	R	11/25/2014	4,008.45		019534		4,156.57
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201411240911	457 CATCH UP	R	11/25/2014	423.07		019535		
I-DCI201411240911	DEFERRED COMP FLAT	R	11/25/2014	2,221.16		019535		
I-DI%201411240911	DEFERRED COMP PERCENT	R	11/25/2014	256.59		019535		2,900.82

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01960	Moringa Community							
I-MOR201411240911	PAYROLL CONTRIBUTIONS	R	11/25/2014	16.75		019536		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201411240911	457 CATCH UP	R	11/25/2014	864.53		019537		
I-DCN201411240911	DEFERRED COMP FLAT	R	11/25/2014	3,982.85		019537		
I-DN%201411240911	DEFERRED COMP PERCENT	R	11/25/2014	304.10		019537		5,151.48
00180	S.E.I.U. - LOCAL 721							
I-COP201411240911	SEIU 721 COPE	R	11/25/2014	12.00		019538		
I-UND201411240911	UNION DUES	R	11/25/2014	677.00		019538		689.00
00230	UNITED WAY							
I-UWY201411240911	PAYROLL CONTRIBUTIONS	R	11/25/2014	60.00		019539		60.00
02587	A&M LAWNMOWER SHOP							
I-39663	Heads for Weedeaters, DM	R	12/03/2014	34.40		019540		34.40
00004	ACWA/JPIA							
I-0319216	Dec 14 Health Insurance	R	12/03/2014	112,779.35		019541		112,779.35
01707	AIRGAS SPECIALTY PRODUCTS							
I-131360810	Ammonium Hydroxide for TP	R	12/03/2014	2,806.00		019542		2,806.00
00010	AIRGAS USA LLC							
I-9033402277	Sanding Discs for Dist Maint	R	12/03/2014	199.00		019543		
I-9033542532	Grinding Wheel for Ave 1 DM	R	12/03/2014	44.56		019543		
I-9033589899	Sanding Supplies Ave 1 PP	R	12/03/2014	36.81		019543		280.37
00011	ALERT COMMUNICATIONS							
I-141100847101	Call Center 12/14	R	12/03/2014	247.73		019544		247.73
10179	ALL-CAL EQUIPMENT SERVICE, INC							
I-41594	Annual Certification Eq#87	R	12/03/2014	371.00		019545		371.00
00029	AMERICAN TOWER CORP							
I-1816101	Tower Rent, Red Mtn, Rincon Pk	R	12/03/2014	1,692.12		019546		1,692.12
00014	AQUA-FLO SUPPLY							
I-687637	PVC Parts for Lazy River	R	12/03/2014	1,901.50		019547		
I-688310	Coupling for Lazy River Repair	R	12/03/2014	298.62		019547		
I-695925	PVC Parts for Picnic #1	R	12/03/2014	179.33		019547		
I-700350	Zip Ties, Gaskets for Pipeline	R	12/03/2014	21.76		019547		2,401.21

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01666	AT & T							
I-000005926510	Local, Regional, Long Distance	R	12/03/2014	1,091.55		019548		
	Acct#C604513638777							
I-000005963765	T-1 Lines, Acct#C602222128777	R	12/03/2014	875.43		019548		1,966.98
01242	AUTOMATIONDIRECT.COM INC.							
C-5731799A	Accrue Use Tax	R	12/03/2014	6.53CR		019549		
D-5731799A	Accrue Use Tax	R	12/03/2014	6.53		019549		
I-5731799	Power Supply for Robles Dam	R	12/03/2014	87.00		019549		87.00
00020	AVENUE HARDWARE, INC							
I-55175	Cleaning Supplies for Pipeline	R	12/03/2014	9.04		019550		9.04
09065	ERIC BEHRENDT							
I-Nov 14	Reimburse Expenses 11/14	R	12/03/2014	61.00		019551		61.00
02059	Berkadia G							
I-112414	Interest Mira Monte Loan	R	12/03/2014	3,012.50		019552		3,012.50
	Loan#010250001							
01616	FRED BRENEMAN							
I-120314	11/23/14-12/06/14	R	12/03/2014	391.00		019553		391.00
00055	CASITAS BOAT RENTALS							
I-001474	Replace Prop, Arima Eq#138	R	12/03/2014	50.00		019554		50.00
00057	CLEAN SOURCE							
I-287536000	Janitorial Supplies LCRA	R	12/03/2014	709.84		019555		
I-287566400	Janitorial Supplies, LCRA	R	12/03/2014	519.60		019555		1,229.44
01843	COASTAL COPY							
I-577778	Copier Usage for LCRA	R	12/03/2014	337.92		019556		
I-577779	Copier Usage for Dist Office	R	12/03/2014	77.38		019556		415.30
00059	COASTAL PIPCO							
I-S1840644001	PVC Parts for Treatment Plant	R	12/03/2014	12.91		019557		12.91
02712	Denise Comisky							
I-112514	Camping Fee Refund	R	12/03/2014	1,495.00		019558		1,495.00
00062	CONSOLIDATED ELECTRICAL							
C-9009168910	Credit Freight Inv#9009705431	R	12/03/2014	34.14CR		019559		
I-9009705431	Grommet Edging Roll, E&M	R	12/03/2014	89.35		019559		55.21

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE:11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01525	CPS HR CONSULTING							
I-INV347167	Project #E3523 Water Ops Mgr	R	12/03/2014	6,084.13		019560		6,084.13
01001	CUSTOM PRINTING							
I-131449	Day Use Vehicle & Boat Tags	R	12/03/2014	405.16		019561		405.16
02034	D.K. Mechanical							
I-3011	Steering Hose for #114	R	12/03/2014	304.65		019562		304.65
00081	DELTA LIQUID ENERGY							
I-303411	Fill Propane Tank, Showers	R	12/03/2014	142.72		019563		
I-303412	Fill Propane Tank, LCRA Shop	R	12/03/2014	84.92		019563		
I-303413	Fill Propane Tank, LCRA Office	R	12/03/2014	56.87		019563		284.51
00182	DEWITT PETROLEUM							
I-0048626	Gas & Diesel for Main Yard	R	12/03/2014	4,625.71		019564		4,625.71
00086	E.J. Harrison & Sons Inc							
I-5687	Acct#1C-00053370	R	12/03/2014	114.55		019565		
I-5711	Acct#1C00054230	R	12/03/2014	657.31		019565		771.86
00091	ERNST & YOUNG LLP							
I-US0131162715	Progress Billing BU US072	R	12/03/2014	543.00		019566		543.00
00013	FERGUSON ENTERPRISES INC #1083							
I-0493965	Repair Clamps, WH Stock	R	12/03/2014	113.58		019567		113.58
00099	FGL ENVIRONMENTAL							
I-411550A	Metals, Total-Mn	R	12/03/2014	30.00		019568		
I-411615A	Metals, Total-Mn	R	12/03/2014	30.00		019568		
I-412240A	Metals, Total-Mn	R	12/03/2014	70.00		019568		
I-412241A	Wet Chemistry-NO3	R	12/03/2014	43.00		019568		173.00
00101	FISHER SCIENTIFIC							
I-2418163	Lab Testing Supplies	R	12/03/2014	351.16		019569		351.16
00104	FRED'S TIRE MAN							
I-78466	Oil Change, #22, E&M Truck	R	12/03/2014	39.67		019570		39.67
00485	FRUIT GROWERS SUPPLY COMPANY							
I-91612429	Chainsaw Oil, Rakes for DM	R	12/03/2014	134.33		019571		134.33
00115	GRAINGER, INC							
I-9588190075	Animal Repellent, Lab	R	12/03/2014	20.93		019572		
I-9603596413	Safety Glass Cleaner, E&M	R	12/03/2014	8.38		019572		
I-9603596421	Filters for 4M Pump Plant	R	12/03/2014	24.78		019572		54.09

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02217	Greg Rents							
I-23167	Vibe Plates for LCRA Maint	R	12/03/2014	40.31		019573		40.31
00121	HACH COMPANY							
I-9104283	Chlorine for Lab	R	12/03/2014	61.98		019574		61.98
01052	HARBOR FREIGHT TOOLS USA, INC							
I-03181130	Chain, Pick & Hook Sets, TP	R	12/03/2014	59.08		019575		59.08
00596	HOME DEPOT							
I-112414	Paint Striping Supplies Ave 1	R	12/03/2014	57.24		019576		
I-3441577	Bender Board, Blocks, Camp F	R	12/03/2014	296.05		019576		353.29
00894	HOSE-MAN, INC.							
I-5209430000105	Fittings for Treatment Plant	R	12/03/2014	16.29		019577		16.29
00126	CAROLE ILES							
I-Nov 14	Reimburse Mileage 11/14	R	12/03/2014	15.68		019578		15.68
00872	Irrisoft, Inc.							
I-5288	ET Signal Services	R	12/03/2014	79.00		019579		79.00
01022	KELLY CLEANING & SUPPLIES, INC							
I-89632604	Janitorial Services for LCRA	R	12/03/2014	280.00		019580		280.00
01404	MCT TRAILERS							
I-61254	Taillight for O&M CS	R	12/03/2014	19.30		019581		19.30
02129	Tracy Medeiros							
I-Nov 14	Reimburse Expenses 11/14	R	12/03/2014	183.64		019582		183.64
00151	MEINERS OAKS ACE HARDWARE							
C-638234	Pipe Straps Returned 638211	R	12/03/2014	4.88CR		019583		
I-637432	Field Equipment for Fisheries	R	12/03/2014	105.61		019583		
I-638032	Couplings for Dist Maint	R	12/03/2014	5.26		019583		
I-638211	Misc Hardware for Waterpark	R	12/03/2014	52.60		019583		
I-638236	Pipe Straps for Waterpark	R	12/03/2014	0.69		019583		
I-638365	Tools for Waterpark	R	12/03/2014	12.99		019583		
I-638545	Cleaning Supplies, LCRA	R	12/03/2014	11.32		019583		
I-638673	Drill Bit for Dist Maint	R	12/03/2014	16.62		019583		
I-638685	Hose Adaptor for Waterpark	R	12/03/2014	2.92		019583		
I-638761	Electric Tape for LCRA Maint	R	12/03/2014	5.36		019583		
I-638785	Anchor & Double Hook Pin IT	R	12/03/2014	4.83		019583		
I-638817	Cement Anchors, Screws WP	R	12/03/2014	31.86		019583		
I-638900	Replace Broken Lock, Picnic 1	R	12/03/2014	72.91		019583		
I-638982	Painting Supplies for Dst Mnt	R	12/03/2014	48.68		019583		
I-639056	Back Boards for Canal	R	12/03/2014	28.17		019583		
I-639110	Cleaning Supplies for O&M CS	R	12/03/2014	22.87		019583		

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE:11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-639175	Batteries for Pump Plants	R	12/03/2014	12.71		019583		
I-639210	Electrical Supplies for Camp F	R	12/03/2014	63.37		019583		
I-639250	Broom for O&M CS	R	12/03/2014	15.06		019583		
I-639316	Field Supplies for Fisheries	R	12/03/2014	16.24		019583		
I-639321	Fencing for Canal	R	12/03/2014	21.49		019583		
I-639403	Electrical Parts for UOPP	R	12/03/2014	30.10		019583		
I-639678	Map Pro Gas for UOPP	R	12/03/2014	8.79		019583		
I-639684	Lag Screws for TP	R	12/03/2014	17.19		019583		
I-639702	Hack Saw, Screws for Pipelines	R	12/03/2014	20.11		019583		
I-639885	Safety Goggles for Dist Maint	R	12/03/2014	12.71		019583		
I-639891	CF Bulbs, Air Filters for Dam	R	12/03/2014	36.14		019583		
I-639895	Simple Green, Batteries, Oil TP	R	12/03/2014	24.82		019583		
I-639949	Field Supplies for Fisheries	R	12/03/2014	42.31		019583		
I-639952	Screws for Fisheries	R	12/03/2014	11.67		019583		
I-640637	Mats for Telemetry	R	12/03/2014	22.02		019583		
I-640706	Paint Supplies for LCRA Maint	R	12/03/2014	55.71		019583		828.25
00163	OFFICE DEPOT							
I-741355906001	Office Supplies	R	12/03/2014	27.56		019586		27.56
00160	OILFIELD ELECTRIC CO, INC							
I-8262	3M PP Upgrade	R	12/03/2014	28,310.00		019587		28,310.00
01570	Ojai Auto Supply LLC							
I-324181	Brake Light for #68, Dist Mnt	R	12/03/2014	12.35		019588		
I-326364	Lamp for Eq#80, Welding Truck	R	12/03/2014	15.04		019588		27.39
00165	OJAI LUMBER CO, INC							
I-1410694739	Concrete Forms for Camp F	R	12/03/2014	85.42		019589		
I-1411698055	Lumber Supplies for Waterpark	R	12/03/2014	57.37		019589		142.79
00602	OJAI TRUE VALUE							
I-50272	Ice Packs, Ice Blocks, Lab	R	12/03/2014	10.92		019590		10.92
01092	JOHN PARLEE							
I-Nov 14	Reimburse Expenses 11/14	R	12/03/2014	161.80		019591		161.80
10072	PERMACOLOR, INC							
I-276231	Coat Spools for Pipelines	R	12/03/2014	300.63		019592		300.63
00188	PETTY CASH							
I-112614	Replenish Petty Cash	R	12/03/2014	360.74		019593		360.74



VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00184	POWERSTRIDE BATTERY CO, INC							
I-V587240	2 Batteries for #88,Pump Truck	R	12/03/2014	241.75		019594		
I-V587394	Battery for JD Mower, LCRA	R	12/03/2014	41.85		019594		283.60
01439	PRECISION POWER EQUIPMENT							
I-2850	Oil Caps for Chainsaws, DM	R	12/03/2014	15.85		019595		
I-2851	Oil for LCRA Maint	R	12/03/2014	38.67		019595		
I-2853	Leaf Blower Service,Dist Maint	R	12/03/2014	65.00		019595		119.52
02706	Radio Activity							
I-112414	Batteries for Radios at LCRA	R	12/03/2014	572.00		019596		572.00
02715	Tanika Roy							
I-112014	Camping Fee Refund	R	12/03/2014	25.00		019597		25.00
10246	RYDIN DECAL							
C-301099A	Accrue Use Tax	R	12/03/2014	80.78CR		019598		
D-111414A	Accrue Use Tax	R	12/03/2014	80.78		019598		
I-301099	2016 Vehicle & Boat Permits	R	12/03/2014	1,099.84		019598		1,099.84
01109	SALVADOR LOERA TRANSPORTATION							
I-12261	Fill Sand for Pipelines	R	12/03/2014	407.60		019599		
I-12347	Fill Sand for Waterpark	R	12/03/2014	407.60		019599		815.20
00725	SMART & FINAL							
I-251	Coffee, Vinegar for TP	R	12/03/2014	40.05		019600		40.05
00215	SOUTHERN CALIFORNIA EDISON							
I-112914	Acct#2210507034	R	12/03/2014	15,274.28		019601		
I-120214	Acct#2269631768	R	12/03/2014	24.38		019601		
I-120214A	Acct#2210503702	R	12/03/2014	4,856.51		019601		20,155.17
02451	Sparling Instruments, LLC							
I-5611701	Mira Monte Well Flow Meter	R	12/03/2014	3,403.06		019602		3,403.06
00048	STATE OF CALIFORNIA							
I-120114	State Water Plan Payment	R	12/03/2014	114,795.00		019603		114,795.00
02703	Sunbelt Rentals							
I-49184559001	Gloves, Ear Plugs, Dst Maint	R	12/03/2014	67.66		019604		67.66
02713	SWRCB-DWOCF							
I-111914	Renewal Op#30917	R	12/03/2014	60.00		019605		60.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02643	Take Care by WageWorks I-9594551 Reimburse Medical	R	12/03/2014	135.00		019606		135.00
01662	TYLER TECHNOLOGIES, INC. I-025110767 UB Online Monthly Fees	R	12/03/2014	153.00		019607		153.00
00436	United States Geological Surve I-90303251 USGS Foster Park Gaging	R	12/03/2014	13,550.00		019608		13,550.00
00247	County of Ventura I-111514 Encroachment Permits	R	12/03/2014	735.00		019609		735.00
00247	County of Ventura I-112814 Annual Permit 2015	R	12/03/2014	1,100.00		019610		1,100.00
00254	VENTURA LOCKSMITHS I-36484 Lock & Key Services for LCRA I-B14391 Key Cabinet, Keys Made LCRA	R R	12/03/2014 12/03/2014	1,244.76 115.01		019611 019611		1,359.77
00257	VENTURA RIVER WATER DISTRICT I-113014 Acct#0537500A I-113014A Acct#0350100A	R R	12/03/2014 12/03/2014	35.22 14.70		019612 019612		49.92
01516	VISTA FORD OF OXNARD I-219438 Oil Change for Eq#50	R	12/03/2014	40.47		019613		40.47
00330	WHITE CAP CONSTRUCTION SUPPLY I-50001903952 Concrete Patch for Waterpark I-50001912020 Concrete Seal,Cutting BladesWP	R R	12/03/2014 12/03/2014	27.40 804.09		019614 019614		831.49
00489	STEVE WICKSTRUM I-Nov 14 Reimburse Expenses 11/14	R	12/03/2014	282.44		019615		282.44
1	Melissa Aguilera I-000201412030916 UB Refund	R	12/03/2014	36.66		019616		36.66
1	Angel's 4 Autism I-000201412030914 UB Refund	R	12/03/2014	34.85		019617		34.85
1	Steve Joneson I-000201412030915 UB Refund	R	12/03/2014	9.71		019618		9.71
1	John Ryan I-000201412030913 UB Refund	R	12/03/2014	22.61		019619		22.61

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	Kelly Decker							
I-000201412030920	UB Refund	R	12/03/2014	50.33		019620		50.33
1	Paul Ehrlich							
I-000201412030919	UB Refund	R	12/03/2014	8.52		019621		8.52
1	Katelyn Morris							
I-000201412030917	UB Refund	R	12/03/2014	28.34		019622		28.34
1	Kristin Umscheid							
I-000201412030921	UB Refund	R	12/03/2014	36.01		019623		36.01
1	Travis Watson							
I-000201412030918	UB Refund	R	12/03/2014	54.37		019624		54.37
00128	INTERNAL REVENUE SERVICE							
I-T1 201411240911	Federal Withholding	D	11/25/2014	25,232.62		112541		
I-T3 201411240911	FICA Withholding	D	11/25/2014	19,320.00		112541		
I-T4 201411240911	Medicare Withholding	D	11/25/2014	5,594.50		112541		50,147.12
00049	STATE OF CALIFORNIA							
I-T2 201411240911	State Withholding	D	11/25/2014	8,339.90		112542		8,339.90
00187	CALPERS							
I-PBB201411240911	PERS BUY BACK	D	11/25/2014	66.87		112543		
I-PEB201411240911	PEBRA EMPLOYEES PORTION	D	11/25/2014	1,125.16		112543		
I-PER201411240911	PERS EMPLOYEE PORTION	D	11/25/2014	9,504.73		112543		
I-PRB201411240911	PEBRA EMPLOYER PORTION	D	11/25/2014	1,125.16		112543		
I-PRR201411240911	PERS EMPLOYER PORTION	D	11/25/2014	11,659.05		112543		23,480.97

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	99	366,533.24	0.00	366,533.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	81,967.99	0.00	81,967.99
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 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 11/25/2014 THRU 12/03/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
				INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	NO	448,501.23		0.00		448,501.23
BANK: AP	TOTALS:		102	448,501.23		0.00		448,501.23
REPORT TOTALS:			104	448,501.23		0.00		448,501.23

**Casitas Municipal Water District**  
**Reimbursement Disclosure Report (1)**  
**Fiscal Year 2014/15**  
**July 1, 2014-November 30, 2014**

<u>Date paid</u>	<u>Board of Director/ Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/1/2014	Denise Collin	Car Rental CSDA Leadership Summit 6/22/14-6/24/14	\$ 246.96
7/1/2014	Denise Collin	Lodging CSDA Leadership Summit 6/22/14-6/24/14	\$ 423.14
7/1/2014	Denise Collin	Airfare CSDA Leadership Summit 6/22/14-6/24/14	\$ 367.50
7/1/2014	Eric Grabowski	Safety Boots	\$ 127.93
7/1/2014	Tim Lawson	Safety Boots	\$ 170.00
7/16/2014	RJ Faddis	Lodging for RJ Faddis & Mitch Tull, Quagga Training 5/27/14-5/29/14	\$ 596.20
7/16/2014	Scott Lewis	Airfare CMWD 6/15/14-6/20/14	\$ 448.00
7/16/2014	Scott Lewis	Lodging CMWD 6/15/14-6/20/14	\$ 408.75
7/16/2014	Scott Lewis	Car Rental CMWD 6/15/14-6/20/14	\$ 320.65
7/16/2014	Denise Collin	Advance for Calpers Forum 10/27/14-10/29/14	\$ 565.77
7/24/2014	Brian Taylor	Wood Chips for Damage Repair from Matilija Conduit Leak	\$ 216.00
8/12/2014	Neil Cole	Water Education Seminar	\$ 130.00
8/12/2014	Ron Yost	Damtender House Property Tax Bill	\$ 548.37
9/3/2014	Scott Lewis	Airfare to CMWD 8/17/14-8/23/14	\$ 305.20
9/3/2014	Scott Lewis	Lodging CMWD 8/17/14-8/23/14	\$ 408.75
9/3/2014	Scott Lewis	Car Rental CMWD 8/17/14-8/23/14	\$ 327.95
9/3/2014	Scott Lewis	Car Rental for Patrol Boat Inspection (for LCRA) in Medford	\$ 105.52
9/17/2014	RJ Faddis	Advance for Travel-Watercraft Inspector Training	\$ 688.20
9/17/2014	Mitch Tull	Advance for Travel-Watercraft Inspector Training	\$ 600.57
9/24/2014	David Pope	Safety Boots	\$ 160.18
9/24/2014	Robert Vasquez	Safety Boots	\$ 170.00
10/8/2014	Scott MacDonald	Safety Boots	\$ 170.00
10/15/2014	Scott Lewis	Office Chair for Fisheries Manager	\$ 279.99
10/15/2014	John Parlee	Safety Boots	\$ 170.00
10/30/2014	Joel Cox	Safety Boots	\$ 170.00
10/30/2014	Lisa Kolar	Advanced Pest Control Course	\$ 250.00
10/30/2014	Lisa Kolar	Qualified Applicator Certificate Exams	\$ 100.00
10/30/2014	Luke Soholt	D4 Exam	\$ 130.00
11/4/2014	Tim Lawson	Lodging at Landscape Expo 10/28-10/30, Tim Lawson, Curtis Orozco, Ivan Lopez	\$ 1,001.28
11/4/2014	Denise Collin	Round Trip Personal Vehicle Mileage Calpers Forum	\$ 165.82
11/4/2014	Gerardo Herrera	D4 & Exam Certification	\$ 200.00
11/4/2014	Scott MacDonald	D4 Exam	\$ 130.00
11/13/2014	Luke Soholt	Manage for Success Course	\$ 114.68
11/18/2014	RJ Faddis	Lodging 9/29-10/2 Watercraft Inspector Training, RJ Faddis & Mitch Tull	\$ 251.50
11/18/2014	Susan McMahon	Lodging Nalms Conference 11/11-11/13	\$ 433.44
11/25/2014	Scott Lewis	Airfare to CMWD 10/26/14-11/7/14	\$ 293.20
11/25/2014	Brian Taylor	Safety Boots	\$ 170.00
11/25/2014	Rebekah Vieira	Roundtrip to CalPelra Personal Vehicle Mileage	\$ 304.64

Note:

1) Reimbursement Disclosure Report prepared pursuant to California Government Code 53065.5

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** Board of Directors  
**FROM:** Steve Wickstrum, General Manager  
**SUBJECT:** Participation in the Formation of a Groundwater Sustainability Agency for the Upper Ventura River Sub-Basin  
**DATE:** December 5, 2014

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**RECOMMENDATION:**

It is recommended that the Board of Directors adopt a resolution declaring an intent to participate in the development of a Groundwater Sustainability Agency in a form to be determined by cooperative discussions with other interested local agencies

**BACKGROUND AND DISCUSSION:**

In September 2014, Governor Brown signed into law a three-bill legislative package known as the Sustainable Groundwater Management Act. The legislation is directed at providing local agencies the authority to form a groundwater management agency (GSA) with the purpose of assessing and addressing groundwater overdraft and assuring groundwater sustainability. The Act requires that a GSA be identified by June 30, 2017 and that a groundwater sustainability plan be adopted for medium and high-priority basins by January 31, 2022.

In October 2014, the Casitas Board of Directors appointed Director Bergen and Director Kaiser to an ad hoc committee that is assigned to begin discussions with other interested agencies concerning the formation of a GSA for the Upper Ventura River. The Ad Hoc committee has met with similar committee members from Ventura River Water District (VRWD) and Meiners Oaks Water District (MOWD). VRWD and MOWD are very interested in the formation of the GSA. Other agencies that may be interested in participating in the GSA include the City of Ventura and potentially the County of Ventura.

The Casitas Ad Hoc Committee has concluded that Casitas has an interest in being a part of the Upper Ventura River GSA, in the same manner that Casitas is presently a part of the Ojai Basin Groundwater Management Agency. At this time, the composition of the agency and the legal instrument by which the GSA would operate has yet to be determined.

If you have any questions in this regard, please do not hesitate to ask me.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION DECLARING INTENT TO PARTICIPATE  
IN THE FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY,  
UPPER VENTURA RIVER GROUNDWATER SUB-BASIN

WHEREAS, on September 16, 2014 Governor Jerry Brown signed a three bill package known as the Sustainable Groundwater Management Act; and

WHEREAS, the Act enables local agencies that are involved with groundwater basins to form a Groundwater Sustainability Agency to enable them to assure the aquifer utilized will be operated sustainably; and

WHEREAS, the Upper Ventura River Groundwater Sub-basin has been identified as an area for which the Act is applicable; and

WHEREAS, the Casitas Municipal Water District has direct and indirect water interests in the Upper Ventura River Groundwater Sub-basin and the planning that would result from the formation of the Groundwater Sustainability Agency; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District hereby declares its intention to participate in the formation of a Groundwater Sustainability Agency in a form to be determined by cooperative discussions with other interested local agencies.

ADOPTED this 10th day of December, 2014.

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Bill Hicks, President,  
Casitas Municipal Water District

ATTEST:

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Pete Kaiser, Secretary,  
Casitas Municipal Water District

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER

**FROM:** CAROL BELSER, PARK SERVICES MANAGER

**SUBJECT:** REQUEST THE BOARD OF DIRECTORS TO SIGN ATTACHED AGREEMENT TO TRANSFER THE PARK STORE CONCESSION AGREEMENT FROM GARY WOLFE OF LAKE CASITAS MARINA INC. TO LUIS BERBARI OF NI-LU CORPORATION

**DATE:** NOVEMBER 17, 2014

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**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the transfer of the duration of the ten (10) year concession agreement dated May 1, 2012 for the Operation and Management of the Park Store at Lake Casitas Recreation Area from Gary Wolfe Casita Marina to Luis Berbari of Ni-Lu Corporation. Our Bureau of Reclamation liaison, Dave Woolley is in support of this transfer.

**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. A competitive proposal process resulted in Gary Wolfe being awarded the Park Store by the Board at their April 11, 2012 meeting. The Board approved a ten year agreement with Lake Casitas Marina, Inc. for the Park Store concession. The proposal had been reviewed by the Recreation Committee 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 and 22, 2012 meetings.

**ANALYSIS:**

The parameters of the Bureau of Reclamation's October 2011's agreement and the Operation and Management of the Park Store at Lake Casitas Recreation Area agreement approved by the Board on April 11, 2012 allows the Concessionaire to transfer the responsibility in its entirety to another party if approved by Casitas. Gary Wolfe requested this transfer be made to Luis Berbari of Ni-Lu Corporation. Mr. Berbari has been operating the Park Store for Mr. Wolfe since the beginning of Mr. Wolfe's agreement and has done an excellent job in providing a camp supply inventory in an aesthetically pleasing environment.

The Recreation Committee reviewed and approved this transfer at their October 6, 2014 meeting and the Bureau of Reclamation liaison Dave Woolley approved this transfer. Mr. Woolley also reviewed and approved the attached agreement document.



## ASSIGNMENT OF CONCESSION AGREEMENT

THIS ASSIGNMENT OF CONCESSION AGREEMENT (“**Assignment**”) is made and entered into effective as of January 1, 2015 (“**Effective Date**”), by and among LAKE CASITAS MARINA, INC. d/b/a CASITAS BOAT RENTALS (“**Assignor**”), NI-LU CORP. d/b/a LAKE CASITAS PARK STORE (“**Assignee**”), and CASITAS MUNICIPAL WATER DISTRICT (“**Casitas**”).

### R E C I T A L S

A. Reference is hereby made to that certain Agreement for the Operation and Management of the Park Store Concession at Lake Casitas Recreation Area between Casitas and Assignor dated as of May 1, 2012 (“**Concession Agreement**”), whereby Casitas granted to Assignor certain rights to operate and maintain the park store concession (the “**Demised Premises**”) located at the Lake Casitas Recreation Area (“**LCRA**”) in the County of Ventura, State of California, as more particularly set forth in the Concession Agreement.

B. Pursuant to the terms of Paragraph 34 of the Concession Agreement, Assignor has requested Casitas’s consent to the assignment by Assignor of its rights, title, interest and obligations under the Concession Agreement to Assignee. Casitas is willing to consent to the Assignment on the terms and conditions contained herein.

C. All defined terms not otherwise expressly defined herein shall have the respective meanings given in the Concession Agreement.

### A G R E E M E N T

1. **Assignment and Assumption.** As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the Concession Agreement and to the Demised Premises, including, without limitation, all of Assignor’s right, title, and interest in and to any prepaid rents as have been paid by Assignor pursuant to the Concession Agreement. Assignee hereby accepts such assignment and does hereby assume all of Assignor’s obligations under the Concession Agreement, agrees to be bound by all of the provisions thereof and to perform and comply with each and every obligation of the Concessionaire thereunder. Such assignment and assumption is made upon, and is subject to, all of the terms, conditions and provisions of this Assignment.

2. **Casitas’s Consent.** Casitas hereby consents to the assignment of the Concession Agreement by Assignor to Assignee upon the terms and conditions set forth in this Assignment. This Assignment shall not be construed to modify, waive or amend any of the terms, covenants and conditions of the Concession Agreement or any of the parties’ respective rights, remedies, duties or obligations thereunder.

3. **Assignment Subject to Bureau of Reclamation Consent.** The parties hereby acknowledge and agree that the assignment of the Concession Agreement by Assignor to Assignee as provided herein is expressly conditioned upon and subject to the written approval of the United States Department of the Interior, Bureau of Reclamation (“**USBR**”), in accordance with the provisions of that certain Management Agreement Number 11-LC-20-0216 between USBR and Casitas dated October 7, 2011 (“**Management Agreement**”). In the event that USBR does not approve of such assignment for any reason whatsoever, this Assignment shall automatically be null and void and of no further force or effect.

#### 4. **Defaults.**

4.1. Assignor hereby represents and warrants to Casitas that, as of the date of this Assignment, to the best of Assignor's knowledge, Assignor is in full compliance with all terms, covenants and conditions of the Concession Agreement and there are no breaches or defaults under the Concession Agreement by Casitas or Assignor. Assignor knows of no events or circumstances which, given the passage of time or notice or both, would constitute a default under the Concession Agreement by either Casitas or Assignor, and Assignor has no defense to its obligations under the Concession Agreement and claims no set-off or counterclaim against Casitas.

4.2. Neither the assignment and assumption of the Concession Agreement as set forth herein nor Casitas's consent thereto shall constitute a release or waiver by Casitas of any default by the Concessionaire under the Concession Agreement occurring or arising prior to the Effective Date. From and after the Effective Date, any and all rights and remedies that Casitas may have under the Concession Agreement with respect to any such default occurring or arising prior to the Effective Date may be exercised or enforced by Casitas against Assignee, and Assignee shall succeed and shall be subject to all debts, liabilities and obligations of Assignor under the Concession Agreement with respect thereto in the same manner as if Assignee itself had committed such default.

5. **Further Transfers.** Neither the assignment and assumption of the Concession Agreement as set forth herein nor Casitas's consent thereto shall be construed as a waiver of Casitas's right to consent to any further assignment by Assignee of its rights, title, interest and obligations under the Concession Agreement, or as a consent to any portion of the Demised Premises being used or occupied by any other party.

#### 6. **General Provisions.**

6.1. **Controlling Law.** The terms and provisions of this Assignment shall be construed in accordance with and governed by the laws of the State of California.

6.2. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

6.3. **Partial Invalidity.** If any term, provision or condition contained in this Assignment shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Assignment shall be valid and enforceable to the fullest extent possible permitted by law.

6.4. **Attorney's Fees.** If any party to this Assignment commences litigation against the other for the specific performance of this Assignment, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

6.5. **Entire Agreement.** This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged and unless such amendment has been approved in writing by Casitas.

6.6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which when taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

LAKE CASITAS MARINA, INC. d/b/a CASITAS  
BOAT RENTALS

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**ASSIGNEE:**

NI-LU CORP. d/b/a LAKE CASITAS PARK STORE

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CASITAS:**

CASITAS MUNICIPAL WATER DISTRICT

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**ATTEST:**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CONSENT AND APPROVAL BY UNITED STATES OF AMERICA**

The United State of America, acting by and through the Regional Director, Mid-Pacific Region, Bureau of Reclamation, or his duly authorized representative (hereinafter, “**USBR**”), hereby consents to the foregoing assignment of that certain Agreement for the Operation and Management of the Park Store Concession at Lake Casitas Recreation Area dated as of May 1, 2012 (“**Concession Agreement**”), between Casitas Municipal Water District (“**Casitas**”) and Lake Casitas Marina, Inc. d/b/a Casitas Boat Rentals (“**Assignor**”), whereby Assignor has assigned of all its right, title and interest in, to and under the Concession Agreement to NI-LU Corp. d/b/a Lake Casitas Park Store. This approval is given in accordance with the provisions of Article 18(c) of that certain Management Agreement Number 11-LC-20-0216 between USBR and Casitas dated October 7, 2011.

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR

By: \_\_\_\_\_  
South Central California Area Office  
Bureau of Reclamation

**CASITAS MUNICIPAL WATER DISTRICT**



**CONCESSION AGREEMENT  
FOR THE OPERATION AND MANAGEMENT OF  
THE PARK STORE  
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 PARK STORE CONCESSION AT  
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, made this 1st day of May, 2012, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **LAKE CASITAS MARINA, INC. d/b/a CASITAS BOAT RENTALS** (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 park store 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 Park Store Concession limited to those 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.

(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) 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.



(c) Use of Demised Premises. The Demised Premises 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.

(d) Relocation. Casitas shall have the option to relocate the Demised Premises to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than ninety (90) 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 (e) and (f).

- (1) 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.
- (2) Concessionaire's Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by the Concessionaire, then the Concessionaire shall bear the full cost and expense of moving said structures, buildings, improvements, or fixtures from the original Demised Premises to the New Demised Premises. Should Concessionaire fail to remove said structures, buildings, improvements, or fixtures from the original Demised Premises pursuant to the ninety (90) day notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition.

(e) Ownership at Commencement of Term. Concessionaire agrees that all fixtures, equipment, and personal property located on the Demised Premises at the commencement of the term belong to Casitas, except those listed in Exhibit A-4 attached hereto.

## 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 Casitas 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 shall be for ten (10) years from the date first written above, unless terminated sooner as provided in Paragraph 25 herein, but in no event will exceed the term of the Management Agreement Number 11-LC-20-02162011 between Casitas and the USBR hereinabove referred to which will expire on October 10, 2036 unless sooner terminated.

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

(c) In the event Concessionaire holds over beyond the term herein provided, with the express written consent of Casitas, such holding over shall be from month-to-month only, subject to the terms and conditions of this Agreement and shall not be a renewal thereof.

(d) 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.

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

## 8. PAYMENTS

(a) For the use granted herein, Concessionaire agrees to pay Casitas Percentage Rent in an amount equal to the following percentage of Concessionaire's "Gross Sales" excluding "Bait and Tackle" items as set forth in (b) below, accruing from the date of this agreement.

May 1, 2012 – April 30, 2015, ten percent (10%) of gross sales excluding alcohol sales

May 1, 2015 – April 30, 2019, eleven percent (11%) of gross sales excluding alcohol sales

May 1, 2019 – April 30, 2022, twelve percent (12%) of gross sales excluding alcohol sales.

(b) Percentage Rent in an amount equal to fourteen percent (14%) of Concessionaire's "Gross Sales" on the sale of "Bait & Tackle" items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances and as defined in Appendix 1.

(c) Percentage Rent excludes sales of beer and wine (requiring a license issued by the California Department of Alcoholic Beverage Control) made from or upon the Demised Premises during each calendar month during the term hereof.

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

(e) 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 hereof and shall pay Percentage Rent and any Miscellaneous Charges to Casitas on or before fifteen (15) days following the end of each calendar month during the term hereof, together with a written statement signed and verified 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 in accordance with Internal Revenue Service standard income tax basis of accounting. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

(f) 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.

(g) 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. There shall be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously deducted as gross receipts shall be included in gross receipts at the time they are collected.

(h) 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 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 26 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 Park Store and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a recreational campground setting. Casitas reserves the right to deny specific goods.
- (4) Concessionaire shall maintain voice mail or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any non emergency messages left by Casitas within a twenty-four (24)-hour time frame. Urgent or emergency issues will be responded to immediately by a person named on an up to date emergency contact list provided by Concessionaire.
- (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.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may have direct access to 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. Access to the LCRA shall be at the sole discretion of Casitas for such employees, service and delivery companies and contractors. 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 or in violation of LCRA Ordinances. 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 supplies such as canned and packaged food supplies, soft drinks, beer, wine, propane, ice, firewood, sporting goods and camping supplies, approved fishing tackle and bait in compliance with Casitas' Ordinances, personal products, souvenirs and clothing. The Park Store 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 stock in the Park Store 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 obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control. Concessionaire shall be fully responsible for the sale of beer and wine beverages and tobacco in accordance with State and Federal law, including, but not limited to, licensing, sales restrictions and pricing. If at any time, in the sole opinion of the Casitas Board of Directors, the sale by Concessionaire of beer, wine and/or tobacco materially affects, causes or adds to the problems of keeping the LRCA free of litter and of maintaining order among the general public using the LCRA, the right granted herein may be terminated at any time upon thirty (30) days written notice from Casitas to Concessionaire.
- (4) The amount of retail floor space used for alcoholic merchandise, display, promotion and products will not exceed ten percent (10%) of the total floor space inside the Park Store at any given time.
- (5) 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 February 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 promptly make safety improvements as needed and as requested by Concessionaire's insurance carrier, Casitas' General Manager 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 Casitas 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.

(k) Utilities

Concessionaire shall contract directly to provide and pay for any necessary utilities serving the Demised Premises, including 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 contract and pay fees to collect and remove trash and debris 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) Trash. Concessionaire shall support USBR and Casitas efforts to protect the resources of Lake Casitas. Concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Trash cans shall be conveniently located for use by customers. Concessionaire shall promote recycling and make it convenient for public use.
- (2) 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. Major sanitation facilities and large trash receptacles shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible. Concessionaire shall engage and pay for the services of an independent contractor for the removal of the trash and garbage that is generated by its facilities. Casitas shall empty trash containers located in the outdoor areas adjacent to the Demised Premises. Concessionaire shall empty containers located adjacent to the Demised Premises.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Park Store Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal. Casitas presently collects and removes sewage that is discharged by the Concession into Casitas' holding tanks. The Concessionaire shall be responsible for clearing any obstruction in the sewer lateral which serves its structures, the maintenance of grease traps and the cleanup of any and all sewage spills that may occur in his/her respective areas of responsibility.

(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 without prior written approval by Casitas. All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use and with applicable Casitas Integrated Pest Management Plan and USBR policy and directives and standards. Applicators shall meet applicable State training and licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance and report submission shall be in accordance with State requirements and a copy of the report submission shall be furnished to Casitas at the same time.

(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 surrounding the Demised Premises. at Casitas' sole discretion. Casitas shall maintain the structural parts of the building owned by Casitas that is located within the Demised Premises. The structural parts include the foundation (excluding flooring), exterior walls (excluding glass windows and doors), the structural and waterproofing membrane portions of the roof (excluding skylights), and public areas adjacent to 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) **General.** Concessionaire shall at its sole cost (i) maintain, repair and replace, all in first class condition, all portions of the Demised Premises (except those portions to be maintained by Casitas as expressly set forth above), (ii) arrange for removal of trash from the Demised Premises, (iii) furnish reasonable janitorial services within the Demised Premises, (iv) maintain and repair any plate-glass windows appurtenant to the Demised Premises and all interior and exterior doors, including roll-up doors, (v) maintain, repair, replace the heating, air-conditioning, and ventilation system ("HVAC") exclusively serving the Demised Premises including establishment of a maintenance contract for the periodic inspection, maintenance, and replacement, as necessary, of the HVAC system, (vi) maintain a pest and termite control service agreement with respect to the Demised Premises, (vii) maintain and repair all telephone lines, electrical fixtures, wiring, panels, transformers, conduits, lighting fixtures, lamps, and tubes that are exclusively serving the Demised Premises, and (viii) maintain, repair, and/or replace any water heating systems, sewer lines, and plumbing lines and fixtures that are exclusively serving the Demised Premises.
- (2) **Annual Maintenance Plan.** Concessionaire will prepare and submit an annual maintenance plan on January 1 of each year for approval by Casitas.
- (3) **Graffiti Eradication and Control of Graffiti from the Outside Surfaces of said Demised Premises.** Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed. In addition, within twenty-four (24) hours of notification from Casitas, Concessionaire shall remove graffiti from said Concession premises. Concessionaire shall use materials as provided by Concessionaire; however, Concessionaire is not required to sandblast walls or walkways.
- (4) **Emergency Repair.** Emergency repairs to Concession equipment and premises shall be made immediately so as to avoid any hazard to public health and safety.
- (5) **Damage from Criminal Conduct.** Concessionaire shall be responsible for the repair or replacement of any property located on the Demised Premises damaged by criminal conduct.
- (6) **Equipment Repair or Replacement.** Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense including the items listed on Exhibit A-5 attached hereto. 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.
- (7) **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.
- (8) **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 will 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 and will affect the Concessionaire.

(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. In the event such damage restricts the purpose and execution of this Agreement, and or creates hazardous area, Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof, and direct its insurer to make any payment of loss proceeds jointly payable to the Concessionaire and Casitas for deposit with the Insurance Trustee. 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) Restoration Terms and Conditions. The terms and conditions upon which any buildings or other improvements on, below, above or appurtenant to the premises, including fixtures and equipment shall be restored by Concessionaire after any such destruction or damage by fire or any other cause, except by condemnation, and the terms and conditions upon which the proceeds of insurance, except for small losses waiveable by the Casitas General Manager, which are held in trust by the Insurance Trustees, shall be applied to the cost of such restoration are as follows:

(b) Submission of Plans and Specifications. Concessionaire shall submit to the Casitas General Manager within thirty (30) days after the receipt of the insurance proceeds by Insurance Trustee, complete plans and specifications which shall be designed to restore the buildings and improvements at least to the condition immediately prior to such destruction or damage and as completely similar in character as is practicable and reasonable. The plans and specifications shall be subject to the review of the Casitas General Manager and approval by the Casitas General Manager and such approval shall not be unreasonably withheld. The Casitas General Manager shall either approve the same or serve written notice upon Concessionaire of disapproval thereof and objections thereto.

(c) Submission of Contracts. Concessionaire after approval by Casitas shall furnish to the Insurance Trustee a copy of any contract or contracts which Concessionaire shall enter into for the making of such restoration; or, if the restoration is to be done by Concessionaire, a copy of all subcontracts made by

Concessionaire in connection with such restoration and an estimate of the cost thereof, both in stages and upon completion, which shall be certified by the architect of Concessionaire as being reasonably accurate.

(d) **Payments and Retention.** During the progress of restoration at the end of each month or from time to time as may be agreed upon, and upon the written request of Concessionaire, the Insurance Trustee shall pay to Concessionaire or to the contractors and material suppliers of Concessionaire for the account of Concessionaire, out of such proceeds held in trust; the amount agreed by Concessionaire and Casitas to be owing to Concessionaire less a ten percent (10%) retention. The retention shall be released thirty-five (35) days after a Notice of Completion is filed and all outstanding punch list items are complete.

(e) **Advance Certificate.** At the time of each such request for advance by Concessionaire and as a condition precedent thereto Concessionaire shall also submit a certificate signed by Concessionaire and the architect of Concessionaire not more than thirty (30) days prior to such request setting forth the following:

- (1) That the sum then requested either has been paid by Concessionaire or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Concessionaire; and that the sum then requested does not exceed the value of the services and materials described in the certificate.
- (2) That, except for the sum then requested in such certificate stated to be due for services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due to labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or material men's statutory or similar lien upon such restoration or upon the premises or the buildings and improvements on, under, or above the premises or any part thereof or Concessionaire's leasehold interest therein.
- (3) That the cost, as estimated by the persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Concessionaire to defray such cost.
- (4) That all of the work of restoration so far completed is proper and of the quality and class at least equal to the original work and in accordance with the plans and specifications.
- (5) At the completion of the restoration and following disbursement of the final advance to Concessionaire required to complete the payment of restoration costs, any such insurance proceeds remaining shall be paid by the Insurance Trustee to Concessionaire. In no event, however, shall the Insurance Trustee be liable for any amount in excess of the amounts so received and held in trust, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Concessionaire shall pay such additional cost.

(f) **Failure to Commence Restoration.** If Concessionaire fails to commence such restoration in accordance with the provisions of this Agreement within one hundred eighty (180) days, or having commenced restoration shall fail to complete it in accordance with such provisions with reasonable diligence, and such failure shall continue for a period of fifteen (15) days after notice by Casitas, Casitas may, at its option and upon serving written notice upon Concessionaire that it elects to do so, make and complete such restoration. In such event, and whether or not this Agreement may have theretofore been terminated by reason of any default by Concessionaire, Casitas shall have the right, as the restoration progresses, to use and apply the insurance proceeds to the cost of such restoration to the extent that it shall not theretofore have been applied to the

payment of reimbursement of costs and expenses of Concessionaire and the mortgagee in making the restoration.

(g) **Abatement.** If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to Casitas by Concessionaire may be abated and/or other relief afforded to the extent that the Casitas General Manager may determine the damage and/or restoration interferes with Concessionaire's operations; provided a claim therefore is filed with the Casitas General Manager within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Demised Premises is found by the Casitas General Manager to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to its operations, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(h) 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.

(i) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within sixty (60) days from the date of the damage or destruction, commence full repair at Concessionaire's cost or a negotiated cost share 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) Construction of structures or improvements within the Demised Premises or disposal of the same by the Concessionaire shall only be done with the prior written approval of Casitas.

(b) Casitas current and accurate Property Record Inventory of all Fixed Assets and Equipment installed or constructed within the Demised Premises at the time of execution of this Agreement, is attached hereto as Exhibit A-3.

(c) Concessionaire shall, at its sole cost and expense, perform the improvements listed on Exhibit A-5 attached hereto.

#### **20. CONSTRUCTION**

(a) **Prior Written Approval.** Concessionaire shall not make any alterations, additions, structure replacements or improvements to the Demised Premises without first obtaining Casitas' and Reclamation's prior written approval of all plans, specifications, drawings, and architectural/construction cost estimates, which 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 and initial request for consideration by Casitas and the USBR, and pay for any or all USBR or Casitas' plan review or preliminary environmental reviews. Said request may include conceptual sketches and drawings.

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

(c) Plans and Specifications. Concessionaire shall appropriately utilize the services of architects, engineers, and contractors that are appropriately licensed by the State of California. Concessionaire shall cause two sets of a preliminary design to be prepared and submitted for review and approval by Casitas and the USBR; and within sixty (60) days following the approval thereof, cause two sets of working drawings and a general construction schedule to be prepared and submitted for review and approval by Casitas and the USBR. Upon approval thereof, said working drawings shall be incorporated herein by reference. Concessionaire shall within thirty (30) days after the approval of the working drawings as provided herein, post the construction site with a notice on non-responsibility of Casitas for payment of the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same. The improvements shall be deemed to be complete upon acceptance of the works of improvement by the Casitas General Manager, as evidenced by the certification of a qualified engineer or architect that the improvements were built in compliance with all state and county building and safety codes. The concessionaire shall provide to Casitas one copy of as-built plans within sixty (60) days after the completion of the works of improvement.

(d) Practices and Procedures. In making any alterations, additions, or improvements to 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 the premises during the construction work 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 construction 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 construction 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.

(1) Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof or evidence that his existing coverage will cover the construction.

(2) Concessionaire shall be responsible for providing bonds for the construction as follows:

- a. Payment Bond. Concessionaire shall file with Casitas a surety bond to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the construction contract, conditional as provided by Section 3247 of the Civil Code.
- b. Performance Bond. Concessionaire shall also file with Casitas a surety bond, to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the construction contract.
- c. Maintenance and Guarantee. Concessionaire hereby guarantees that the entire work constructed by him under contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him/her. Concessionaire hereby agrees to make, at his/her own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him/her that becomes evident within one (1) year after completion, and to

restore to full compliance with the requirements of the contract, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the contract. Concessionaire shall make all repairs and replacement promptly upon receipt of written orders from Casitas to do so. If the Concessionaire fails to make the repairs and replacements promptly, Casitas may do the work and the Concessionaire and his/her Surety shall be liable to Casitas for the cost thereof.

- d. Each of said bonds shall be executed by the Concessionaire and a corporate surety licensed in the State of California. If the amount payable under terms of the contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

(f) Surrender on Termination. In the event that Casitas consents to Concessionaire making any alterations, additions, or improvements that are attached to the real property constituting the Demised Premises, the same will become a part of the real property and be surrendered to Casitas upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise) and without compensation being paid to Concessionaire.

(f) Removal. Casitas reserves the right, upon written notice, to require the Concessionaire to remove structures, buildings and/or improvements made by the Concessionaire with the consent of Casitas during the term of this Agreement within ninety (90) days of the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise). Should Concessionaire fail to remove said structures, buildings, and improvements pursuant to said notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition. For any removal, Concessionaire shall restore the Demised Premises to its original condition.

(g) Trade Fixtures. Upon prior written approval by Casitas, Concessionaire may provide and install appliances, furniture, fixtures and equipment mutually agreed by the parties to be required for the operation of the Concession. Said appliances, furniture, fixtures and equipment shall remain the property of Concessionaire who shall have the right to remove, repair, and replace same from time to time as appropriate and at no cost or expense to Casitas.

(h) Trade Fixtures Removal. During the last thirty (30) days preceding the scheduled expiration of this Agreement, and within thirty (30) days after any sooner termination of this Agreement, Concessionaire shall remove any appliances, furniture, fixtures and equipment from the premises, other than those which have been furnished by Casitas or are so affixed that their removal from the Demised Premises cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures and equipment within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and Casitas may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse Casitas for any cost incurred in excess of and consideration received from the sale, removal or demolition thereof.

## 21. OPTION TO PURCHASE

Upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), Casitas shall have the first-right option to purchase any and all structures, installations, facilities, equipment and stock-in-trade owned by Concessionaire.

## 22. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT

(a) The parties hereto shall meet annually, or more often if requested by either party, to inspect the Demised Premises 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) Concessionaire shall be evaluated by Casitas under a 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 semiannually. All other evaluations shall be conducted as Casitas may desire as identified under this agreement. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(c) 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.

(d) Notification of any non compliance with the term and conditions of this Agreement shall be in writing, giving a ninety (90) day period of time in which the non-compliant act or omission shall be corrected.

(e) In the event the Concessionaire disagrees with Casitas' direction regarding any corrective action, Concessionaire and Casitas shall attempt to reach mutual agreement on such action within the ninety (90) day period, or such longer period as may be mutually agreed to by both parties hereto, as necessary to address any notice of non-compliance. If, after ninety (90) days, or longer agreed period, there is no mutual agreement on the proposed action, Casitas' proposed action shall take precedence. If this occurs both parties have the right to terminate this Agreement after notice in writing as set forth in Item 24 below.

#### 23. 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.

#### 24. 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.

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

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

## 26. 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:

- (1) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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.
- (8) 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.
- (9) The execution by Concessionaire of an assignment for the benefit of creditors.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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.

## 27. 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.

**28. 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.

**29. 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.

**30. 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, CA 93001

Concessionaire: Lake Casitas Marina, Inc., Gary Wolfe, President, 2923 Seaview Avenue, Ventura, CA 93001.

**31. 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.

**32. 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.

**33. 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.

34. **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.

35. **SUCCESSORS IN INTEREST**

Subject to Paragraph 34, 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.

36. **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 – Gary Wolfe, 2923 Seaview Avenue, Ventura, California 93001


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.

37. **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**

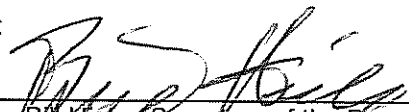
By:   
Russ Baggerly, President of the Board of Directors

**CONCESSIONAIRE**

**LAKE CASITAS MARINA, INC. d/b/a  
CASITAS BOAT RENTALS**

By:   
Gary L. Wolfe, President

Attest:

By:   
Bill Hicks, 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 Park Store; 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) "Bait and Tackle" Bait and Tackle: means all the equipment, such as rods, lines, bait, etc., used in angling. Bait and tackle as referenced in this document is equipment items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances.
- (c) "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.
- (d) "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.
- (e) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (f) "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.
- (g) "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.
- (h) "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.
- (i) "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).
- (j) "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.
- (k) "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.
- (l) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).



(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.

## Appendix 2: List of Acronyms

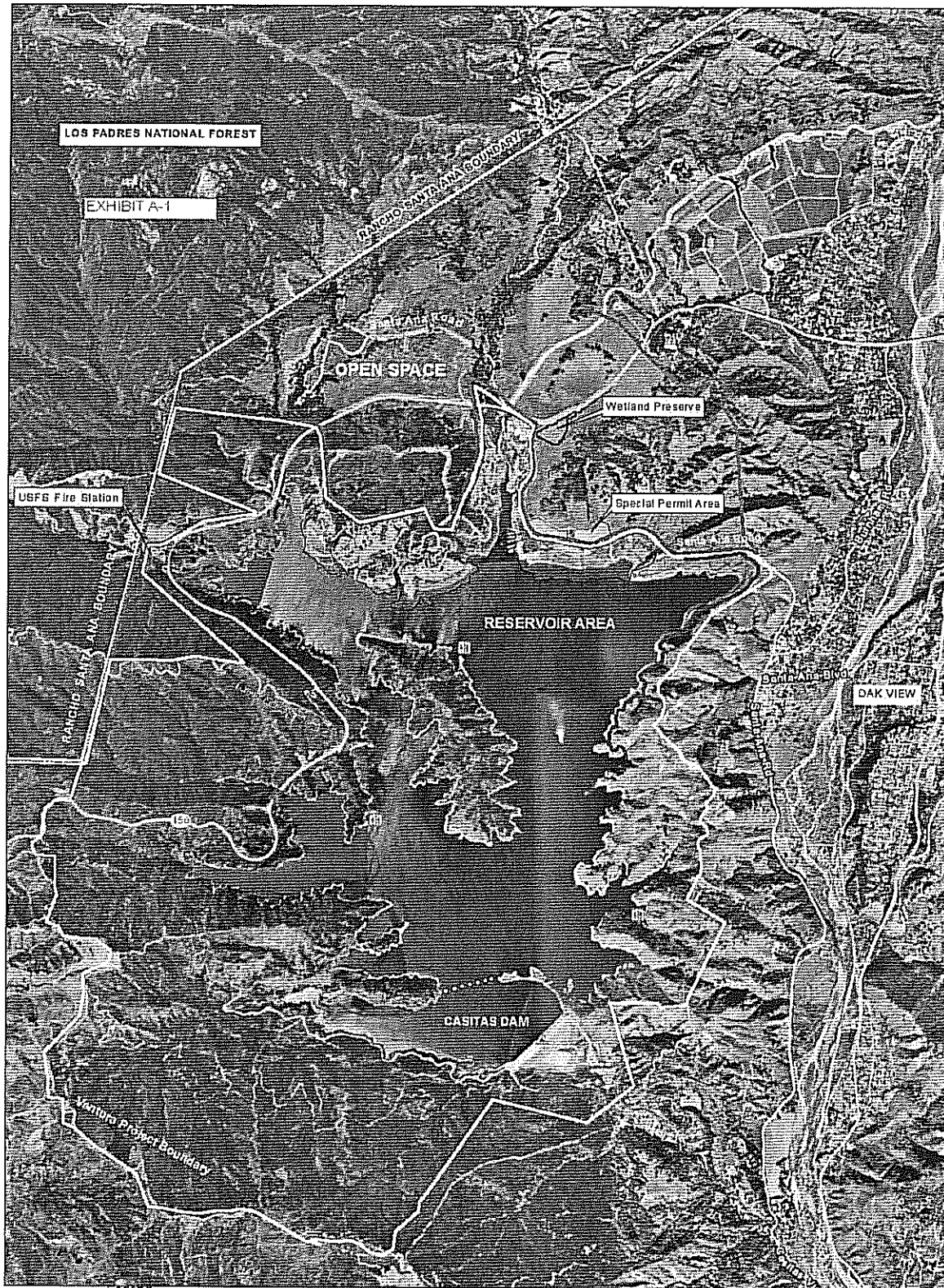
ESA	Endangered Species Act
IPM	Integrated Pest Management
LCRA	Lake Casitas Recreation Area
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
PP&E	Plant, Property and Equipment
RMP	Resource Management Plan
USBR	U.S. Bureau of Reclamation

## **EXHIBIT A**










### **PARK STORE CONCESSION - DEMISED PREMISES**

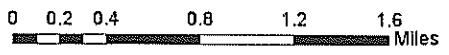
The purpose of Exhibit A is to establish the physical boundaries of the concession operation as generally illustrated in Exhibit A-1 and A-2, attached hereto. Casitas owns and maintains the Park Store building, a wood frame building structure of floor dimensions approximating 46' by 49' (2,254 SF), concrete walkway and porch, asphalt parking lot, area for tank for propane sales, electrical wiring and lighting fixtures, water and sewer plumbing, and sewage holding tank, as shown in Casitas Drawing Numbers 1244 thru 1251, 1260, and 1582 thru 1587, which are on file with Casitas.

The Park Store 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.



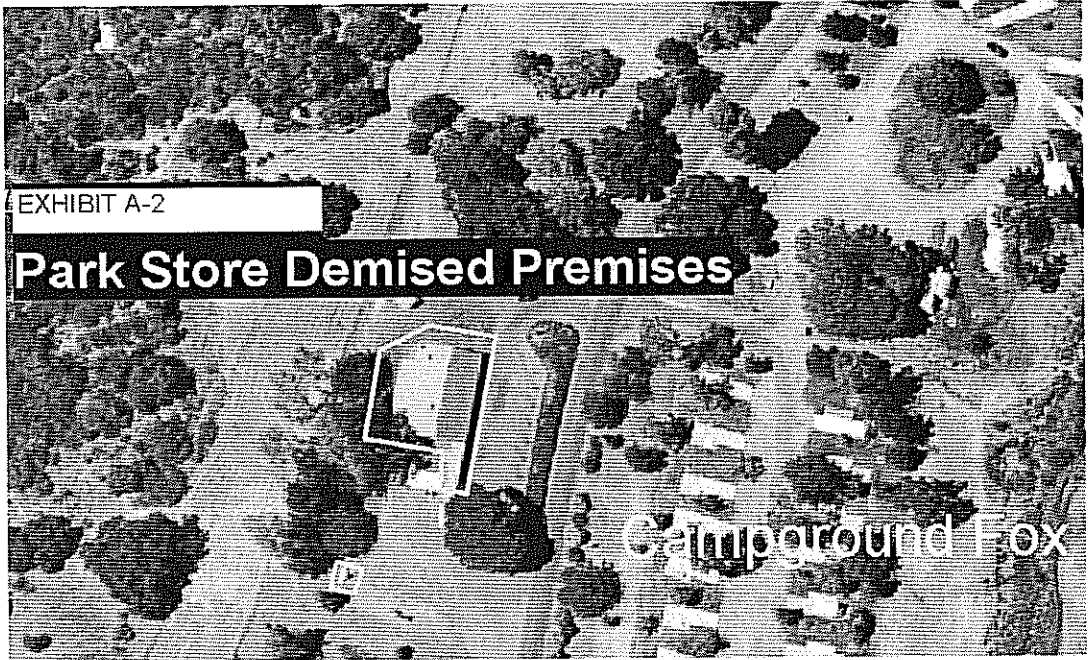
Legend

-  Restrooms
-  Casitas Recreation Area
-  Casitas Reservoir Lands - Ventura River Project
-  Open Space "Title IV Lands"
-  Casitas Dam
-  Bike Trail
-  Posted Closed Shoreline
-  Buoys
-  Special Permit Area



**RECLAMATION**  
*Managing Water in the West*





## EXHIBIT A-3

### LIST OF ITEMS IN PARK STORE OWNED BY CASITAS

#### SALES AREA

Three rows multi-level display shelves  
One row multi-level display shelf on west wall  
One sales counter  
One three sliding door commercial chest freezer  
One three door commercial stand alone refrigerator  
Two four door walk-in coolers with shelves  
Miscellaneous wall mounted shelving and display racks  
Two wall mounted air conditioning units on west wall near ceiling  
Ceiling hung florescent lighting

#### STOREROOM AREA

Miscellaneous wall mounted shelving and display racks  
One white chest freezer (home type)  
Ceiling hung florescent lighting  
One large, deep sink  
One hot water heater  
Bathroom with sink, commode and large mirror

#### MISCELLANEOUS

Miscellaneous outdoor lighting  
Swamp coolers are reported not working  
No heat in building reported  
Chain link fenced, enclosed storage area on outside, northwest corner of building  
Barriers and electrical for propane dispensing system

## **EXHIBIT A-4**

### **LIST OF ITEMS IN PARK STORE NOT OWNED BY CASITAS**

#### **MISCELLANEOUS**

One small "window" air conditioner for enclosed office space

Propane tank, skid and dispensing system\*, ice freezers, ice cream freezers, chip displays, firewood rack, etc.

\*New propane vendor requires new permit and concrete pad at concessionaire's expense



## EXHIBIT A-5

### IMPROVEMENTS TO AND MAINTENANCE OF PARK STORE

Concessionaire warrants that the following will be performed by Concessionaire at Concessionaire's sole cost and expense.

- (a) Remodel inside of both walk-in coolers.
- (b) Replace rear walk-in cooler motor.
- (c) Replace and improve HVAC unit.
- (d) Install new carpet or flooring throughout the Stores
- (e) Paint interior walls on 2 -3 year schedule.
- (f) Replace or improve counters, shelving, racks and displays.
- (g) Install Security system.

## 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 Park Store 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

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.



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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, PRINCIPAL CIVIL ENGINEER  
**SUBJECT:** ADOPT RESOLUTION TO AWARD CONTRACT –INSTALL TEMPORARY TANKS AT THE 3M RESERVOIR SITE, SPECIFICATION 14-375  
**DATE:** DECEMBER 1, 2014

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**RECOMMENDATION:**

It is recommended that the Board of Directors adopt the resolution accepting the proposal submitted by the lowest responsible bidder and award the contract to Install Temporary Tanks at the 3M Reservoir Site, Specification 14-375 to Travis Agricultural Construction Inc. of Ventura in the amount of \$74,655.00. 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:**

Casitas has been in the process of coating the interior of all of the steel reservoirs. Originally, Ojai East Reservoir was scheduled to be completed during this budget year. The ongoing drought and the water demands that the drought places on the distribution system has resulted in the 3M Reservoir being coated in place of the Ojai East Reservoir. The 3M Reservoir was scheduled for completion during the next fiscal year.

Temporary water storage is required to allow the 3M Reservoir to be taken out of service for coating. This project will move the existing plastic water storage tanks from the Villanova Reservoir site to the 3M Reservoir site, connect the temporary tanks to the water system and disinfect the tanks. The project will also provide fencing around the temporary tanks for security.

The project was advertised through F.W. Dodge and on the District's web site. The bid announcement was sent to five bidders. Two firms submitted proposals. The bid results are

<b>FIRM</b>	<b>AMOUNT</b>
Travis Agricultural Construction	\$74,655.00
AToM Engineering	\$120,777.00

The Engineer's estimate to install temporary tanks at the 3M Reservoir site was \$50,000. The FY 2014-15 Budget allocated \$45,000 for the completion of this portion of the project. The Engineer's estimate was based on the cost to install the temporary tanks at the Villanova Reservoir site. Travis Agricultural Construction was the third lowest bid price to install the temporary tanks at the Villanova Reservoir. The bid price submitted by Travis Agricultural Construction is very similar to the bid price submitted by Travis Agricultural Construction to install the temporary tanks at the Villanova Reservoir. The two lower bidders for the Villanova project did not submit bid proposals for this work. Travis Agricultural Construction Inc. has successfully completed projects for Casitas in the recent past.

The project is categorically exempt from CEQA per Section 15301, 15304 and 15311.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT  
TO INSTALL TEMPORARY TANKS AT 3M RESERVOIR SITE  
SPECIFICATION 14-375**

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

**WHEREAS**, the installation of the temporary tanks at the 3M Reservoir site will allow for interior coating of the 3M Reservoir, and

**WHEREAS**, the District received two bids, with the lowest responsive bid submitted by Travis Agricultural Construction, Inc. in the sum of \$74,655.00 and

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

1. That the bid from Travis Agricultural Construction, Inc. in the amount of \$74,655.00 be accepted to Install Temporary Tanks at the 3M Reservoir Site, Specification 14-375 and a contract awarded.
2. That staff is hereby authorized and directed to proceed with the administration of the contract.

**ADOPTED** this 10<sup>th</sup> day of December, 2014.

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Bill Hicks, President  
Casitas Municipal Water District

**ATTEST:**

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Pete Kaiser, Secretary  
Casitas Municipal Water District

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, PRINCIPAL CIVIL ENGINEER  
**SUBJECT:** DISTRICT OFFICE LIGHTING REPLACEMENT, SPECIFICATION 14-377  
**DATE:** DECEMBER 3, 2014

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**RECOMMENDATION:**

It is recommended that the Board of Directors adopt the resolution accepting the proposal submitted by the lowest responsible bidder and award the contract for the construction of the District Office Lighting Replacement, Specification 14-377 to New Vision Construction in the amount of \$104,790.00. 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:**

The T-12 florescent tubes used in the current office lights will no longer be available in the near future. This project will replace the existing light fixtures with LED fixtures and automated controls. The new system will be in compliance with Title 24 requirements. The project also includes painting the ceiling tiles on the first (main) floor and replacing the damaged ceiling tiles in the kitchen area.

The project was advertised through F.W. Dodge and on the District's web site. Four firms completed a site visit. Three firms submitted proposals. The bid results are

<b>FIRM</b>	<b>AMOUNT</b>
New Vision Construction	\$104,790
Oilfield Electric	\$152,820
Smith Electric Service	\$263,700

New Vision Construction has successfully completed a project for Casitas in the recent past and has a contractor's license in good standing.

The FY 2014-15 Capital Budget includes \$85,000 to complete the replacement of this portion of the office lighting. The project is 23% **over budget**. The project is categorically exempt from CEQA per Section 15301.

This is the second of three phases to improve the energy efficiency of the main office from standards established in the 1950's when the main office was built, to current energy efficiency standards. The third phase of the project will replace the building windows. The window replacement project is estimated to cost \$60,000 and will be included in the proposed budget for next year.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT  
FOR THE DISTRICT OFFICE LIGHTING REPLACEMENT  
SPECIFICATION 14-377**

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

**WHEREAS**, the lighting system in the District Office is in need of replacement and

**WHEREAS**, the District received three bids, with the lowest responsive bid submitted by New Vision Construction in the sum of \$104,790.00 and

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

1. That the bid from New Vision Construction in the amount of \$104,790.00 be accepted for the District Office Lighting Replacement, Specification 14-377 and a contract awarded.
2. That staff is hereby authorized and directed to proceed with the administration of the contract.

**ADOPTED** this 10<sup>th</sup> day of December, 2014.

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Bill Hicks, President  
Casitas Municipal Water District

**ATTEST:**

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Pete Kaiser, Secretary  
Casitas Municipal Water District

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** Board of Directors  
**FROM:** Steve Wickstrum, General Manager  
**SUBJECT:** Request for Reconsideration of Park Privileges being revoked for a Six Month Period - Lake Casitas Recreation Area – William House  
**DATE:** December 5, 2014

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**RECOMMENDATION:**

The General Manager recommends that the Board of Directors concur with the Park Services Manager's determination and decline the request by Mr. William House for reconsideration of park privileges being revoked for a period of six months.

**BACKGROUND AND DISCUSSION:**

The Casitas Board of Directors were made aware of a situation at the Lake Casitas Recreation Area involving Mr. William House when he made a public comment at the November 26<sup>th</sup>, 2014, regular meeting of the Board of Directors. Director Kaiser asked that this comment be looked into by the Park Services Manager and be brought back to the Board. Park Services Manager Carol Belser has reviewed the circumstances that lead to the eviction and supports staff's decision.

If you have any questions in this regard, please do not hesitate to ask me.

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER

**FROM:** CAROL BELSER, PARK SERVICES MANAGER

**SUBJECT:** RECEIVE AND FILE SUMMARY OF ISSUES RELATED TO LAKE CASITAS RECREATION AREA (LCRA) CUSTOMER, WILLIAM HOUSE, RESULTING IN SIX MONTH REVOCATION OF PARK PRIVILEGES

**DATE:** DECEMBER 2, 2014

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**RECOMMENDATION:**

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

**BACKGROUND:**

At the November 26, 2014 meeting of the Casitas Municipal Water District Board of Directors, a Lake Casitas Recreation Area customer, Mr. William House, voiced concern and objection for having his park privileges revoked for six months and questioned Casitas Park Services Officers' authority to do so. The Board directed staff to bring this issue to them as an agenda item at a regularly scheduled meeting.

**ANALYSIS:**

Park Officer decision to implement a six month "cooling off" period is subsequent to a number of issues and concerns that have been discussed with Mr. House involving him and other customers, Lake Casitas part-time gate staff, Park Services Officers II, III and IV, a Fish and Wildlife Warden and Lake Casitas Bait and Tackle staff. I support the consequence as being both reasonable and fair for an anticipated result of Mr. House's return to the LCRA to enjoy his privileges without negatively affecting other customers, wildlife and Casitas full-time and part-time staff.

It is the Park Services Officer's duty to ensure public and staff safety. This is accomplished in a variety of ways the most preferred of which is to discuss issues and improvement measures with the customer directly. Mr. House has had many opportunities to improve his behavior to enjoy the Recreation Area prior to the implementation of the six month restriction of privileges. The enforcement authority for Recreation Area Park Services Officers is granted through the California Water Code 71660 and Casitas Municipal Water District's Ordinance 14-01. Enforcement of parking regulations are set forth in Vehicle Code Section 40153 et seq. and are adopted in Ordinance 14-01.

**LAKE IMPROVEMENT FOUNDATION**

<b>DATE</b>	<b>FROM</b>	<b>DEPOSIT</b>	<b>PYMTS</b>	<b>BALANCE</b>
10/01/1997	Tanaka Bait & Tackle	500.00		\$500.00
10/01/1998	Oak View Civic Council	50.00		\$550.00
10/01/1998	Tanaka Bait & Tackle	1,250.00		\$1,800.00
09/01/1999	Tanaka Bait & Tackle	1,700.00		\$3,500.00
09/01/1999	Rotary Club of Ojai West	500.00		\$4,000.00
12/01/1999	Suzi Lydick	250.00		\$4,250.00
01/01/2000	Bill Hicks	300.00		\$4,550.00
05/01/2000	Pat Weinberger		487.99	\$4,062.01
06/01/2000	Cash Contributions	34.00		\$4,096.01
06/01/2000	James Word	15.00		\$4,111.01
06/01/2000	Ronald Paul	45.00		\$4,156.01
06/01/2000	Doris Harbison	15.00		\$4,171.01
?????	Unknown Entry	212.54		\$4,383.55
08/14/2002	Secretary of State		20.00	\$4,363.55
04/21/2003	American Bass Association	1,155.00		\$5,518.55
06/26/2003	American Bass Association	1,025.00		\$6,543.55
06/30/2004	Interest Transfer for Year	127.08		\$6,670.63
06/30/2004	Memorial for Jim Loeble		177.04	\$6,493.59
12/23/2003	Elaine Paul	100.00		\$6,593.59
07/01/2003	Affinity Group	250.00		\$6,843.59
06/30/2005	Santa Barbara Monumental Co.		283.08	\$6,560.51
09/23/2005	Interest Transfer for Year	159.68		\$6,720.19
08/18/2005	Secretary of State		20.00	\$6,700.19
01/25/2006	The Tax Specialists		500.00	\$6,200.19
06/30/2006	Interest Transfer for Year	233.55		\$6,433.74
02/06/2007	Norm Smith / Family Fishing		500.00	\$5,933.74
09/12/2007	State of California		20.00	\$5,913.74
12/26/2007	Roger Snowbarger	100.00		\$6,013.74
03/14/2008	Kenneth Wayne McFeeters	50.00		\$6,063.74
03/14/2008	Wells Hall	100.00		\$6,163.74
03/14/2008	David C. Regan	100.00		\$6,263.74
03/19/2008	Ojai Electric	100.00		\$6,363.74
03/19/2008	Ventura Wholesale Electric Inc.	15.00		\$6,378.74
03/24/2008	Coordinated Wire Rope	200.00		\$6,578.74
07/18/2008	Night Fishing Tournament	1170.00		\$7,748.74
08/22/2008	Contest for Fair Booth LCRA	300.00		\$8,048.74
09/09/2008	Night Fishing Tournament	1305.00		\$9,353.74
09/09/2008	Night Fishing Tournament	1350.00		\$10,703.74
09/10/2008	Moonlight Fishing	990.00		\$11,693.74
10/09/2008	Visions in Time Foundation	500.00		\$12,193.74
10/21/2008	Night Fishing Tournament	1215.00		\$13,408.74
10/21/2008	Night Fishing Tournament	900.00		\$14,308.74
10/30/2008	Reclass to Revenue Re: Rob, Pirates Festival		500.00	\$13,808.74
12/18/2008	Moonlight Fishing	510.00		\$14,318.74
02/01/2009	Okuma Fishing Tackle		858.00	\$13,460.74
02/01/2009	Okuma Fishing Tackle		683.18	\$12,777.56
02/01/2009	Okuma Fishing Tackle		333.19	\$12,444.37

02/01/2009	Okuma Fishing Tackle		482.63	\$11,961.74
02/01/2009	Okuma Fishing Tackle		107.25	\$11,854.49
04/01/2009	Casitas Park Store		1250.00	\$10,604.49
04/01/2009	Casitas Park Store		1250.00	\$9,354.49
05/08/2009	State of California		20.00	\$9,334.49
06/17/2009	Night Fishing Tournament	1,440.00		\$10,774.49
06/17/2009	Night Fishing Tournament	1,035.00		\$11,809.49
07/28/2009	Donation	510.00		\$12,319.49
08/18/2009	Donation Shelly M. Reyes	990.00		\$13,309.49
08/27/2009	Donation West Coast Christian Anglers	420.00		\$13,729.49
09/22/2009	Donation Shelly M. Reyes	855.00		\$14,584.49
09/22/2009	Donation Shelly M. Reyes	810.00		\$15,394.49
09/29/2009	Donation West Coast Christian Anglers	570.00		\$15,964.49
02/22/2010	Donation Kiwanis Club	500.00		\$16,464.49
02/22/2010	Donation Firemans Assoc. Charity Fund	606.00		\$17,070.49
03/15/2010	Check 4569 Okuma Fishing Tackle		985.07	\$16,085.42
03/15/2010	Check 4717 Coordinated Wire Rope		374.19	\$15,711.23
03/19/2010	Check 4770 Sysco Food Services of LA		2249.63	\$13,461.60
03/20/2010	Check 4648 Harbor Freight		21.60	\$13,440.00
03/25/2010	Check 4725 Erics Tackle		593.99	\$12,846.01
03/25/2010	Petty Cash Family Fishing Day		43.11	\$12,802.90
06/29/2010	Donation Shelly M. Reyes	900.00		\$13,702.90
03/09/2011	Importation Permit / Fish Planting		45.25	\$13,657.65
03/23/2011	Rainbow Trout / Kids Fishing Day		7500.50	\$6,157.15
03/24/2011	Food for Kids Fishing Day / Water Spring Alpine		239.60	\$5,917.55
03/24/2011	Food for Kids Fishing Day / Hot Dog Buns		315.90	\$5,601.65
05/09/2011	State of California		20.00	\$5,581.65
05/10/2011	LCIF Night Fishing	400.00		\$5,981.65
06/15/2011	Jim Reyes	925.00		\$6,906.65
08/29/2011	Money Order	500.00		\$7,406.65
10/18/2011	Daniel & Megan Merchant	155.00		\$7,561.65
10/18/2011	Kevin Caruso	255.00		\$7,816.65
02/22/2012	Flora Gardens - Replace Lobal Oak Tree		80.43	\$7,736.22
02/24/2012	Harbor Freight - Ties for Kids Fishing Day		8.54	\$7,727.68
06/15/2012	Donation - Richard Tauber	494.00		\$8,221.68
08/06/2012	Donation - Richard Tauber	416.00		\$8,637.68
08/10/2012	Donation - Richard Tauber	338.00		\$8,975.68
08/10/2012	Donation - Richard Tauber	105.00		\$9,080.68
08/14/2012	Donation - Richard Tauber	494.00		\$9,574.68
09/04/2012	Donation - Richard Tauber	100.00		\$9,674.68
09/04/2012	Donation - Richard Tauber	338.00		\$10,012.68
09/04/2012	Donation - Richard Tauber	520.00		\$10,532.68
12/19/2012	Live Rainbow Trout		2101.80	\$8,430.88
12/01/2012	Live Rainbow Trout		2101.80	\$6,329.08
04/04/2013	State of California		20.00	\$6,309.08
05/02/2013	Donation - Richard Tauber	1,120.00		\$7,429.08
05/08/2013	Donation - Richard Tauber	1,120.00		\$8,549.08
06/27/2013	Donation - Richard Tauber	1,120.00		\$9,669.08
07/24/2013	Donation - Richard Tauber	1,120.00		\$10,789.08
09/09/2013	Donation - Richard Tauber	1,120.00		\$11,909.08
09/18/2013	Dockside Products - Rowing Dock for LCRA		4000.00	\$7,909.08
02/25/2014	LCIF Exemption form 1023		400.00	\$7,509.08



CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: December 2, 2014

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

SUBJECT: Recreation Area Monthly Report for October 2014

Visitation Numbers

The following is a comparison of visitations\* for October 2014:

	October 2014	October 2013	Sept. 2014
Visitor Days	34,364	32,424	34,620
Camps	4,253	3,592	4,083
Cars	8,591	8,106	8,655
Boats	139	165	142
Kayaks & Canoes	7	7	7

Fiscal Year to Date Visitation	
2013/2014	253,444
2014/2015	251,400
% Change	-0.806

\*The formulas for calculating the above attendance figures derived from the daily cash reports are as follows:

**Visitor Days** = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles X 4

**Camps** = Campsites occupied + extra vehicles

**Cars** = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles

**Boats** = Daily boats + overnight boats + annual decals + replacement decals

**Kayaks & Canoes** = Daily kayaks and canoes + overnight kayaks and canoes + annual kayaks and canoes

Boating

There were six cables sold for new inspections, eight vessels were re-inspected and a total of 373 vessels retagged. Eight vessels failed the first inspection in October 2014.

Operations

The annual Coyote Classic Disc Golf Tournament was held October 10 – 12. Approximately 50 people participated. The Ventura County Cross Country Championships were held October 31 with an estimate of 1,500 participants racing. Three PSO staff renewed their waterfront lifeguard training certification.

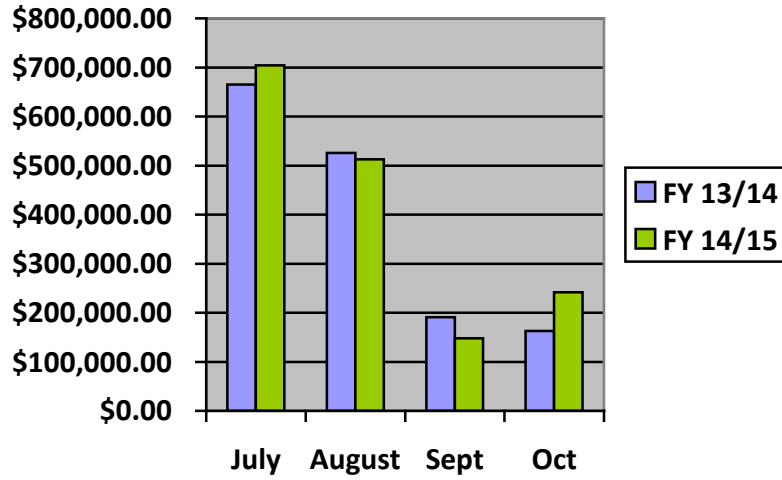
Incidents

Incidents in the Recreation Area for the month of October 2014 that required assistance from outside agencies included: DWF possible Quagga threat, a domestic dispute/under the influence and a medical at the cross country event.

Revenue Reporting

The unaudited 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





**Consumption Report**

**Water Sales FY 2014-2015 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date		
													2014 / 2015	2013 / 2014	
													Total	Total	
AD Ag-Domestic	391	706	398	712	355									2562	2614
AG Ag	341	518	432	550	374									2215	2130
C Commercial	91	99	93	79	43									405	459
DI Interdepartmental	18	3	22	4	10									57	82
F fire	0	0	0	0	0									0	1
I Industrial	1	6	1	3	2									13	8
OT Other	27	34	24	24	16									125	166
R Residential	212	132	224	116	180									864	970
RS - P Resale Pumped	68	174	157	178	104									681	800
RS - G Resale Gravity	548	608	615	647	419									2837	3023
TE Temporary	2	8	6	11	3									30	45
<b>Total</b>	1699	2288	1972	2,324	1506	0	0	0	0	0	0	0	0	<b>9,789</b>	10,298
<b>Total 2013/2014</b>	2014	1910	2301	2122	1951	1437	1145	1713	1022	765	1003	1710		<b>N/A</b>	<b>19093</b>

**Casitas Municipal Water District**  
**CFD No. 2013-1 (Ojai) - Monthly Cost Analysis**  
**2014/2015**



12/03/2014

	<b>Services &amp; Suplies</b>	<b>Legal Fees</b>	<b>Labor Expense</b>	<b>Other Services</b>	<b>Total Expenses</b>
<b>2011 / 2012</b>	<b>-289.50</b>	<b>42,560.00</b>	<b>11,098.37</b>	<b>0.00</b>	<b>53,368.87</b>
<b>2012 / 2013</b>	<b>831.82</b>	<b>223,462.77</b>	<b>14,836.68</b>	<b>0.00</b>	<b>239,131.27</b>
<b>2013 / 2014</b>	<b>29.89</b>	<b>91,878.06</b>	<b>3,835.65</b>	<b>0.00</b>	<b>95,743.60</b>
July	0.00	0.00	0.00	0.00	0.00
August	0.00	840.00	0.00	0.00	840.00
September	0.00	96.00	0.00	0.00	96.00
October	0.00	22,258.61	0.00	0.00	22,258.61
November	0.00	696.00	0.00	0.00	696.00
December	0.00	0.00	0.00	0.00	0.00
January	0.00	0.00	0.00	0.00	0.00
Feburary	0.00	0.00	0.00	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00
April	0.00	0.00	0.00	0.00	0.00
May	0.00	0.00	0.00	0.00	0.00
June	0.00	0.00	0.00	0.00	0.00
<b>Total Cost YTD</b>	<b>0.00</b>	<b>23,890.61</b>	<b>0.00</b>	<b>0.00</b>	<b>23,890.61</b>
<b>Total Project Cost</b>	<b>572.21</b>	<b>381,791.44</b>	<b>29,770.70</b>	<b>0.00</b>	<b>412,134.35</b>

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
12/03/14**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	313379EE5	06/14/2019	\$1,379,719	\$1,344,546	1.625%	10/03/2012	8.30%	1631
*TB	Federal Home Loan Bank	313379RN1	12/27/2024	\$978,364	\$991,567	2.840%	06/18/2014	6.12%	3624
*TB	Federal Home Loan Bank	3133802D8	11/23/2022	\$1,477,575	\$1,477,085	2.400%	11/19/2014	9.11%	2870
*TB	Federal Home Loan Bank	313380A98	08/14/2024	\$126,966	\$127,431	2.500%	07/03/2014	0.79%	3491
*TB	Federal Home Loan Bank	313380S73	10/11/2022	\$699,720	\$679,854	2.430%	08/11/2014	4.19%	2828
*TB	Federal Home Loan Bank	313381ST3	01/17/2023	\$250,346	\$247,725	1.500%	09/08/2014	1.53%	2924
*TB	Federal Home Loan Bank	313381TA3	01/17/2023	\$277,619	\$274,184	2.240%	09/08/2014	1.69%	2924
*TB	Federal Farm CR Bank	3133EAZM3	07/24/2023	\$1,658,682	\$1,685,321	2.380%	09/16/2014	10.40%	3111
*TB	Federal Home Loan Bank	3133XFKF2	06/11/2021	\$703,960	\$674,475	5.625%	01/16/2013	4.16%	2348
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$703,262	\$710,080	2.875%	07/01/2010	4.38%	189
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$718,968	\$730,198	4.750%	07/01/2010	4.51%	189
*TB	Federal Home Loan Bank	3134G34R8	07/23/2021	\$513,841	\$506,707	2.000%	12/02/2014	3.13%	2390
*TB	Federal Home Loan MTG Corp	3134G43A4	10/30/2024	\$849,441	\$842,555	2.500%	07/03/2014	5.20%	3567
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/2016	\$688,794	\$692,985	1.375%	03/12/2012	4.28%	702
*TB	Federal National Assn	3136G0K67	04/09/2021	\$192,000	\$186,764	2.000%	12/02/2014	1.15%	2286
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,108,258	\$1,119,060	5.125%	01/03/2012	6.90%	1064
*TB	Federal Home Loan MTG Corp	3137EADB2	01/13/2022	\$682,409	\$669,584	2.375%	09/08/2014	4.13%	2560
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/2018	\$1,151,763	\$1,169,456	1.375%	07/06/2010	7.22%	1302
*TB	US Treasury Notes	912828LZ10	01/15/2020	\$1,136,460	\$1,169,353	2.125%	07/01/2010	7.21%	1842
*TB	US Treasury Bond	912828WE6	11/15/2023	\$769,611	\$798,951	2.750%	12/13/2013	4.93%	3222
Accrued Interest					\$109,954				
<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>				<b>\$16,067,756</b>	<b>\$16,207,836</b>			<b>88.14%</b>	
<b>Total Certificates of Deposit: (11.13506)</b>				<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>	
**	LAIF as of: (11-00-1050-00)		N/A	\$446	\$446	0.23%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,179,758	\$2,179,758	0.35%	Estimated	11.85%	
<b>TOTAL FUNDS INVESTED</b>				<b>\$18,247,960</b>	<b>\$18,388,040</b>			<b>100.00%</b>	
Total Funds Invested last report				\$18,245,376	\$18,376,155				
Total Funds Invested 1 Yr. Ago				\$18,134,369	\$18,359,164				
****	CASH IN BANK (11-00-1000-00) EST.			\$5,184,138	\$5,184,138				
	CASH IN Western Asset Money Market			\$1,296	\$1,296	0.01%			
<b>TOTAL CASH &amp; INVESTMENTS</b>				<b>\$23,433,394</b>	<b>\$23,573,474</b>				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$20,513,750	\$20,738,545				

- \*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.