

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT

March 25, 2015

3:00 P.M.

1055 Ventura Avenue

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 March 11, 2015 Meeting.
6. Bills
7. Oral presentation by District Counsel regarding review and consideration of approval of part-time employment for relatives of board members.

RECOMMENDED ACTION: Direction to General Manager

8. Recommend approval of Funding Participation in the Formation of a Groundwater Sustainability Agency for the Upper Ventura River Sub-Basin.

RECOMMENDED ACTION: Motion approving recommendation

9. Recommend approval of the *De Minimis* Settlement Offer from the US Environmental Protection Agency Casmalia Disposal Site in the amount of \$2,604.00.

RECOMMENDED ACTION: Motion approving recommendation

10. Recommend approval of a purchase order in the amount up to \$15,000 for the purchase of rock fascia materials for the Lake Casitas Recreation Area Front Gate Entrance.

RECOMMENDED ACTION: Motion approving recommendation

11. Information Items:

- a. Finance Committee Minutes.
- b. Personnel Committee Minutes.
- c. Letter from Department of Boating and Waterways regarding grant funding in the amount of \$40,000 for the Lake Casitas Quagga and Zebra Mussel Vulnerability Assessment.
- d. Investment Report.

12. Closed Session

- a. Conference with Legal Counsel -- Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9, Government Code. (number of potential cases: one)

13. 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
March 11, 2015

A meeting of the Board of Directors was held March 11, 2015 at the District office in Oak View, California. The meeting was called to order at 3:00 p.m. Directors Bergen, Kaiser, Baggerly, and Word were present. Director Hicks was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were two staff members and one member of the public in attendance. President Bergen led the group in the flag salute.

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

None

Mr. Mathews announced that we would be moving the closed session item to the beginning of the agenda and it is expected to take about fifteen minutes.

President Bergen moved the meeting to closed session item #13 at 3:01 p.m.

13. 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 Bergen moved the meeting back to open session at 3:12 p.m. with Mr. Mathews reported that the board met with special counsel regarding the case listed in the closed session item and received a status of the case. There was no action taken.

2. General Manager comments.

Mr. Wickstrum reported that the lake level is at 50.9% and we are looking at implementation materials and talking about the ordinance as we get closer to 50% mark. We are working on the budgets and the ten year capital budget and will be discussing the effects of the continued drought on some projects such as the Ojai east reservoir. The drought would probably put this off temporarily. Mr. Wickstrum then informed the board that the front gate at recreation is moving along well. The contractor is off site now and awaiting delivery of the kiosks and roof which is expected in four to six weeks.

3. Board of Director comments.

Director Word mentioned the March 18th educational program on the Santa Barbara desal facility. Mr. Wickstrum explained that many of our staff will be attending.

Director Kaiser added it is understandable why they are looking at desal. Driving by Lake Cachuma it looks to be in worse shape than ours. Director Word added they are at 28%. Mr. Wickstrum added the pumps in the lake have been tested and the cost of the pumps is \$100,000 a month and the Edison charge to run them is about \$40,000.

4. Board of Director Verbal Reports on Meetings Attended.

Director Word reported that he attended the Ventura City Council meeting on Monday evening where they provided an update on their waters shortage contingency plans. It was a frustrating meeting. The shortage plan will trigger some automatic moratoriums on connections as of April this year to January of 2016. They talked about water bonds but were not clear when and how much but will be to address their infrastructure. Water bonds will be 50% paid by rate payers and 50% by developers. Development that is already signed off will go forward. They quote they have 8,000 acre foot allocation from Casitas and that they are supposed to buy 6,000 but they only purchase 5,000. The Council asked why they don't buy more water. They said there are legal issues and Casitas can't sell us more. In these documents they say they are renting water from Casitas to blend on east end. They are acknowledging there is a problem but they are planning to continue what they are doing. They will implement an incentive program for landscaping but exempted replacing turf with artificial turf. They are at least three years away from going to monthly billing and they are expecting water rates to increase about \$11 per month. East Bay MUD is proposing a 35% increase due to water sales loss. This is why it is important to keep a healthy reserve.

Director Baggerly reported he attended the Ventura River Watershed Council meeting and the Watershed Management plan is complete and adopted.

5. Consent Agenda ADOPTED

- a. Minutes of February 25, 2015 Meeting.

The consent agenda was offered by Director Kaiser, seconded by Director Baggerly and adopted by the following roll call vote:

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

6. Bills APPROVED

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

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

7. Public Hearing regarding the proposed Ordinance to Increase the Compensation of the Board of Directors from \$171.06 to \$179.61 per meeting. ADOPTED

President Bergen announced this is the time and place for a public hearing on the proposed ordinance to increase compensation of the board of Directors. She asked the Clerk of the Board to provide the names of individuals who provided comments. The Clerk stated there were none. The Public hearing was opened at 3:27 p.m. with Robert Hanford of Golden State Water Company stating that his is nominal for the work you do. President Bergen closed the public hearing at 3:28. Director Word commented that in 2001 we were close to the highest with our compensation but now we are toward the bottom.

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

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

Ordinance is numbered 15-01.

8. Resolution awarding a contract to Advanced Industrial Services, Inc. in the amount of \$295,000 for 3M Reservoir Coating, Specification 14-374. ADOPTED

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

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

Resolution is numbered 15-06

9. Recommend approval of a Memorandum of Understanding for funding participation in the formation of a Groundwater Sustainability Agency for the Upper Ventura River sub-basin. APPROVED

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

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

10. Resolution concurring the nomination of Jerry Gladbach to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority. APPROVED

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

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

Resolution is numbered 15-07

11. Discussion regarding the State Water Multi Year Pool.

Mr. Wickstrum discussed the State Water Multi Year Pool where we can obtain a more favorable price for state water that is not used by the district. This is a two year program and the revenue amount is used to reduce the tax liability of the constituents of the district. We have already asked United if they need our water. In the turn back pool that we may get \$20,000 but in the Multi-year pool it could be \$278,000. This helps our tax base, it does not go to the general fund, it reduces the tax rate. This has to be filed by March 16th.

12. Information Items:

- a. Water Resources Committee Minutes.
- b. Executive Committee Minutes.
- c. CSDA Call for Nominations for Board of Directors.
- d. Water Consumption Report.
- e. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- f. Investment Report.

On the motion of Director Kaiser, seconded by Director Word the information items were approved for filing by the following roll call vote:

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

14. Adjournment

President Bergen adjourned the meeting at 3:45 p.m.

Russ Baggerly, Secretary

CERTIFICATION

Payroll disbursements for the pay period ending 03/14/15
Pay Date of 03/19/15
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 3/16/15
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

3/18/2015 9:01 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 3/12/2015 THRU 3/18/2015

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/17/2015			020325		
C-CHECK	VOID CHECK	V	3/17/2015			020340		

* * 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	

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

3/18/2015 9:01 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/12/2015 THRU 3/18/2015

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00004	ACWA/JPIA							
I-Apr 15	Apr 15 Health Insurance	R	3/12/2015	116,990.75		020254		116,990.75
01325	Aflac Worldwide Headquarters							
I-176562	Supplemental Insurance 3/15	R	3/12/2015	3,048.26		020255		3,048.26
00021	AWA OF VENTURA COUNTY							
I-031215	CCWUC Luncheon 3/18/15	R	3/12/2015	325.00		020256		325.00
00821	BEST BEST & KRIEGER LLP							
I-744120	Matter#82356.00002 2/15	R	3/12/2015	170.40		020257		170.40
01616	FRED BRENEMAN							
I-031115	3/1/15-3/14/15	R	3/12/2015	391.00		020258		391.00
00511	Centers for Family Health							
I-020315	DOS 1/29/15 Claim#15-19309	R	3/12/2015	52.45		020259		
I-44700	Drug Tests	R	3/12/2015	135.00		020259		187.45
00061	COMPUWAVE							
I-SB02079242	Cisco Smartnet Contract	R	3/12/2015	769.00		020260		769.00
01483	CORVEL CORPORATION							
I-687906361	Bill Review	R	3/12/2015	21.51		020261		21.51
01146	COUNTY OF VENTURA							
I-022715	Election Prep Costs Div 1 & 2	R	3/12/2015	500.00		020262		500.00
02034	D.K. Mechanical							
I-3030	Repair Forklift	R	3/12/2015	150.00		020263		
I-3036	Service #88, Pump Truck	R	3/12/2015	541.45		020263		
I-3037	Repair #89 Pump Truck	R	3/12/2015	150.00		020263		841.45
02544	Department of Justice							
I-088681	Fingerprinting	R	3/12/2015	64.00		020264		64.00
00216	THE GAS COMPANY							
I-030315	Acct#00801443003	R	3/12/2015	24.41		020265		24.41
01270	SCOTT LEWIS							
I-Feb 15	Reimburse Expenses 2/15	R	3/12/2015	1,836.93		020266		1,836.93
02738	Alessandro Lobba							
I-031015	Refund for New Meter Service	R	3/12/2015	867.31		020267		867.31
	Water Account #10-22984-00							

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02724	Michael Moler							
I-Feb 15	Reimburse Mileage 2/15	R	3/12/2015	133.40		020268		
I-Jan 15	Reimburse Mileage 1/15	R	3/12/2015	25.30		020268		158.70
02475	Rutan & Tucker, LLP							
I-711562	Acct#0295180001, 1/15	R	3/12/2015	2,822.00		020269		2,822.00
01187	SOCIETY FOR HUMAN RESOURCE							
I-9006046238	Membership 4/15-3/16	R	3/12/2015	190.00		020270		190.00
00215	SOUTHERN CALIFORNIA EDISON							
I-030315	Acct#2210503702	R	3/12/2015	4,939.72		020271		
I-030315a	Acct#2269631768	R	3/12/2015	24.24		020271		
I-030515	Acct#2210502480	R	3/12/2015	73,169.94		020271		
I-030515a	Acct#2210505426	R	3/12/2015	1,791.51		020271		
I-030515b	Acct#2237789169	R	3/12/2015	30.77		020271		79,956.18
00048	STATE OF CALIFORNIA							
I-1504E53103	1988 Drinking Water Bond	R	3/12/2015	152,533.74		020272		152,533.74
01830	WATERTRAX USA							
I-400650510	Annual Software SubscriptionWQ	R	3/12/2015	3,929.57		020273		3,929.57
00489	STEVE WICKSTRUM							
I-Feb 15	Reimburse Mileage 2/15	R	3/12/2015	93.15		020274		93.15
00420	AE Group Mechanical Engineers,							
I-151CASITHVAC	HVAC Design for Dist Office	R	3/17/2015	2,975.00		020275		2,975.00
00010	AIRGAS USA LLC							
I-9036924252	Welding Supplies, Pump Plants	R	3/17/2015	31.28		020276		
I-9036965060	Cutting Tips for Pump Plants	R	3/17/2015	26.70		020276		
I-9925513842	Cylinder Rental for Pipelines	R	3/17/2015	43.83		020276		101.81
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665593881	Receptacle for Temp Power DO	R	3/17/2015	97.80		020277		97.80
00014	AQUA-FLO SUPPLY							
I-733928	Teflon Paste for Pump Plant	R	3/17/2015	45.92		020278		
I-735096	Plumbing Parts for Pipelines	R	3/17/2015	49.99		020278		
I-735265	PVC for WP Irrigation Repair	R	3/17/2015	121.42		020278		
I-736453	Gasket for 4M PP	R	3/17/2015	34.83		020278		252.16

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/12/2015 THRU 3/18/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00840	I-0055569IN	AQUA-METRIC SALES COMPANY Meter Parts for O&M CS	R	3/17/2015	915.90	020279		915.90
02179	I-114788	Art Street Interactive Maint/Website Hosting, LCRA	R	3/17/2015	542.15	020280		542.15
01666	I-000006313183	AT & T T-1 Line, 8310001729783	R	3/17/2015	357.32	020281		
	I-000006314957	T-1 Lines, 8310002969306	R	3/17/2015	1,092.91	020281		1,450.23
00021	I-031315	AWA OF VENTURA COUNTY Waterwise Meeting 3/19/15	R	3/17/2015	125.00	020282		125.00
00030	I-1900863083	B&R TOOL AND SUPPLY CO Taper for Welding Truck	R	3/17/2015	12.84	020283		12.84
00679	I-S2138220001	BAKERSFIELD PIPE & SUPPLY INC Gasket for Treatment Plant	R	3/17/2015	518.16	020284		
	I-S2138275001	Teflon Tape, Ball Valve for TP	R	3/17/2015	76.60	020284		594.76
00032	I-BCA150198	BIOVIR LABORATORIES, INC Giardia/Crypto 2/10/15	R	3/17/2015	397.01	020285		397.01
00463	I-231677	Cal-Coast Machinery Spindles for JD Mower, LCRA	R	3/17/2015	127.31	020286		
	I-231678	Transmission Fluid for JD#114	R	3/17/2015	101.19	020286		
	I-231830	Hydraulic Pump for JD #112	R	3/17/2015	973.96	020286		1,202.46
09983	I-PPD150137	CALIFORNIA URBAN WATER Smart Rebates Program Funding	R	3/17/2015	10,000.00	020287		10,000.00
10258	I-17232189	CAREERTRACK Seminar on 4/2, LCRA	R	3/17/2015	99.00	020288		
	I-17232192	Seminar on 4/2, LCRA	R	3/17/2015	99.00	020288		198.00
00208	I-021215	CareIQ DOS 2/12/15 Claim#15-19309	R	3/17/2015	410.00	020289		410.00
00055	I-Feb 15 Cafe Passes	CASITAS BOAT RENTALS Reimburse Cafe Passes	R	3/17/2015	1,607.98	020290		1,607.98
00055	I-Feb 15 Gas	CASITAS BOAT RENTALS Gas for Boats at LCRA	R	3/17/2015	886.65	020291		886.65

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01843	COASTAL COPY							
I-593952	Copier Usage for LCRA	R	3/17/2015	188.14		020292		188.14
00059	COASTAL PIPCO							
C-S1852663001	PVC 90 Ell Returned	R	3/17/2015	162.06CR		020293		
I-S1850759002	3M Reservoir Tank Farm Parts	R	3/17/2015	558.45		020293		
I-S1851445001	3M Reservoir Tank Farm Parts	R	3/17/2015	213.76		020293		610.15
00060	COASTLINE EQUIPMENT							
I-225836	Switch for JD #114	R	3/17/2015	135.05		020294		135.05
00061	COMPUWAVE							
I-SB02079217	Cisco Smartnet	R	3/17/2015	415.00		020295		
I-SB02079368	Memory for IT Dept	R	3/17/2015	96.75		020295		
I-SB02079376	Jabra Headsets for Admin	R	3/17/2015	506.33		020295		1,018.08
00062	CONSOLIDATED ELECTRICAL							
I-9009710879	Receptacle for Temp Power	R	3/17/2015	212.54		020296		212.54
00719	CORELOGIC INFORMATION SOLUTION							
I-81425584	Realquest Subscription	R	3/17/2015	137.50		020297		137.50
01483	CORVEL CORPORATION							
I-3006604	3RD Qtr Admin Fees, Feb-Apr	R	3/17/2015	750.00		020298		750.00
01001	CUSTOM PRINTING							
I-133029	Business Cards	R	3/17/2015	216.07		020299		216.07
01764	DataProse, LLC							
I-DP1500374	UB Mailing 2/26/15	R	3/17/2015	1,014.07		020300		1,014.07
00662	Diamond A Equipment							
I-IX57463	Supports for Eq#284 Mower	R	3/17/2015	114.37		020301		
I-IX58134	Cartridges, Blade Kits, Mowers	R	3/17/2015	79.12		020301		
I-IX58134A	Oil, Blade Kits for Mowers	R	3/17/2015	254.56		020301		448.05
02667	Digital Telecommunications Cor							
I-20441	Phone Programming, LCRA	R	3/17/2015	173.44		020302		173.44
00085	DON'S INDUSTRIAL SUPPLIES, INC							
I-356566	Ball Valves for Pump Plants	R	3/17/2015	55.76		020303		
I-356632	Supplies for Pipelines	R	3/17/2015	46.46		020303		
I-356661	Ball Valve for Rincon PP	R	3/17/2015	30.75		020303		132.97

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02171	Engbretson Underwater Photogra Fish Photos for Website	R	3/17/2015	100.00		020304		100.00
00095	FAMCON PIPE & SUPPLY							
	C-C166716 Elbow Returned, See Inv#166242	R	3/17/2015	440.75CR		020305		
	I-166242 12" Elbows for Pipelines	R	3/17/2015	881.50		020305		
	I-166315 10" Clamp for Pipelines	R	3/17/2015	392.38		020305		833.13
00013	FERGUSON ENTERPRISES INC #1083							
	I-0502270 Hytrol Valve UOPP	R	3/17/2015	3,077.73		020306		3,077.73
00099	FGL ENVIRONMENTAL							
	I-500735A Wet Chemistry	R	3/17/2015	43.00		020307		
	I-500833A Wet Chemistry	R	3/17/2015	42.00		020307		
	I-501002A Lake Nutrients 1/27/15	R	3/17/2015	1,328.00		020307		
	I-501003A Metals, Total-Mn	R	3/17/2015	70.00		020307		
	I-501089A Wet Chemistry	R	3/17/2015	43.00		020307		
	I-501325A Wet Chemistry	R	3/17/2015	61.00		020307		
	I-501667A Wet Chemistry	R	3/17/2015	43.00		020307		
	I-501857A TOC	R	3/17/2015	52.00		020307		
	I-501954A Wet Chemistry	R	3/17/2015	43.00		020307		
	I-502141A Wet Chemistry	R	3/17/2015	43.00		020307		
	I-502143A Metals, Total-Mn	R	3/17/2015	70.00		020307		1,838.00
00101	FISHER SCIENTIFIC							
	I-2344952 Lab Supplies	R	3/17/2015	99.60		020308		99.60
00104	FRED'S TIRE MAN							
	I-81133 Flat Repair, Eq#23	R	3/17/2015	20.00		020309		
	I-81146 Replace Tire on Small Trailer	R	3/17/2015	42.20		020309		
	I-81193 Replace Tubes, LCRA Maint	R	3/17/2015	61.88		020309		124.08
00106	FRONTIER PAINT							
	I-F0202026 Camp C Restroom Paint	R	3/17/2015	147.98		020310		
	I-F0202389 Paint for LCRA Maintenance	R	3/17/2015	41.31		020310		
	I-F0202432 Paint Supplies for LCRA Maint	R	3/17/2015	41.61		020310		230.90
01280	FRY'S ELECTRONICS, INC.							
	C-5833530 DVD Player Returned	R	3/17/2015	43.19CR		020311		
	I-5829389 Harddrive for IT Dept	R	3/17/2015	193.31		020311		
	I-5833288 Battery Backup, DVD Player, IT	R	3/17/2015	269.97		020311		420.09
02720	Garda CL West, Inc.							
	I-20060108 Armored Truck Excess Charges	R	3/17/2015	678.01		020312		678.01

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01292	GEORGE YARDLEY CO							
I-20744	Brass Valves for LCRA Showers	R	3/17/2015	213.87		020313		213.87
00746	GREEN THUMB INTERNATIONAL							
I-473496	Landscape Plants for Waterpark	R	3/17/2015	135.20		020314		
I-473768	District Garden Plants	R	3/17/2015	87.94		020314		223.14
00121	HACH COMPANY							
I-9256752	Chlorine for Lab	R	3/17/2015	62.46		020315		62.46
01052	HARBOR FREIGHT TOOLS USA, INC							
I-0185642	Magnetic Trays for E&M	R	3/17/2015	17.16		020316		17.16
00596	HOME DEPOT							
I-2620958	Anti-Graffiti Coating for LCRA	R	3/17/2015	64.49		020317		64.49
00894	HOSE-MAN, INC.							
I-5211888000105	Hydraulic Hose for #114	R	3/17/2015	252.66		020318		252.66
00127	INDUSTRIAL BOLT & SUPPLY							
I-00148235	Pipe Supports for 3M PP	R	3/17/2015	70.50		020319		
I-00148985	Hex Bolts & Nuts for Pipelines	R	3/17/2015	73.75		020319		144.25
00872	Irrisoft, Inc.							
I-5358	ET Station Services	R	3/17/2015	79.00		020320		79.00
00131	JCI JONES CHEMICALS, INC							
I-648038	Chlorine for TP, CM#648083	R	3/17/2015	1,770.00		020321		1,770.00
02658	Liebert Cassidy Whitmore							
I-1400296	Matter No CA182-00004 2/15	R	3/17/2015	1,217.00		020322		1,217.00
01829	MAC'S AUTO UPHOLSTERY							
I-22938	Rebuild Driver's Seat, Eq#29	R	3/17/2015	305.63		020323		
I-22945	Reupholster Seats Eq#28	R	3/17/2015	280.63		020323		
I-22955	Reupholster Seats Eq#39	R	3/17/2015	458.75		020323		1,045.01
00151	MEINERS OAKS ACE HARDWARE							
I-649138	Oil for LCRA	R	3/17/2015	4.83		020324		
I-652029	Cement for 3M Reservoir	R	3/17/2015	156.62		020324		
I-652033	Electrical Parts for Maint	R	3/17/2015	256.25		020324		
I-652872	Clippers for Pipelines	R	3/17/2015	39.12		020324		
I-652900	Electrical Parts for Maint	R	3/17/2015	113.67		020324		
I-652964	PPE for New Pool Techs	R	3/17/2015	175.77		020324		
I-653453	Gas Cans for Dist Maint	R	3/17/2015	37.60		020324		
I-653542	Cleaning Supplies	R	3/17/2015	61.87		020324		
I-653665	Socket, Gloves, Chain Links, WP	R	3/17/2015	26.29		020324		
I-653741	Broom, Sand Disks for Dist Mnt	R	3/17/2015	12.70		020324		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-653790	Utility Pump, Paint Brushes, TP	R	3/17/2015	88.93		020324		
I-654163	Oil for LCRA Maint	R	3/17/2015	9.65		020324		
I-654311	Couplers for Waterpark	R	3/17/2015	15.13		020324		
I-654429	Clippers, Brushes for Pipeline	R	3/17/2015	53.76		020324		
I-654491	Coupling for LCRA Maint	R	3/17/2015	3.48		020324		
I-654882	Pipe Straps for Posts on Canal	R	3/17/2015	9.63		020324		
I-654948	Concrete for Pipelines	R	3/17/2015	34.29		020324		
I-655004	Irrigation Parts for Waterpark	R	3/17/2015	22.89		020324		
I-655030	Parts for Fountain Irrigation	R	3/17/2015	10.44		020324		
I-655046	Brooms for Surge Tanks, TP	R	3/17/2015	56.42		020324		
I-655236	Filters for LCRA Maint	R	3/17/2015	23.63		020324		1,212.97
01673	MICRO SPECIALIST							
I-02241510	3 Microscopes Serviced, Lab	R	3/17/2015	237.00		020326		237.00
02740	Wanda Machelie Millberry							
I-030115	Camping Fee Refund	R	3/17/2015	25.00		020327		25.00
01549	NALMS							
I-15SP102	Membership 4/1/15-3/31/16	R	3/17/2015	110.00		020328		110.00
00163	OFFICE DEPOT							
I-757893407001	Office Supplies	R	3/17/2015	116.69		020329		
I-757893607001	Office Supplies	R	3/17/2015	109.04		020329		
I-759082280001	Office Supplies	R	3/17/2015	64.40		020329		290.13
00160	OILFIELD ELECTRIC CO, INC							
I-8405	Retention for 3M PP Upgrades	R	3/17/2015	4,675.00		020330		4,675.00
01570	Ojai Auto Supply LLC							
I-333852	Hydraulic Filter for JD Eq#114	R	3/17/2015	64.44		020331		64.44
00912	OJAI BUSINESS CENTER, INC							
I-10129	Shipping, Copying	R	3/17/2015	91.09		020332		91.09
00165	OJAI LUMBER CO, INC							
I-1502709727	Walking Fence Posts, Waterpark	R	3/17/2015	526.01		020333		
I-1503710824	Walking Fence Posts, Waterpark	R	3/17/2015	368.90		020333		
I-1503710869	Fence Posts for LCRA Maint	R	3/17/2015	74.54		020333		
I-1503711645	Drywall Supplies for Waterpark	R	3/17/2015	17.89		020333		987.34
01051	OJAI VALLEY CARD & GIFT							
I-5292604	Paper for LCRA Pub Rel	R	3/17/2015	26.81		020334		
I-9693405	Supplies, Water Conservation	R	3/17/2015	46.96		020334		73.77

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00473	OJAI VALLEY GLASS							
I-35486	Replace Broken Rear Window #4	R	3/17/2015	242.37		020335		242.37
00168	OJAI VALLEY NEWS							
I-02752861001	Legal Notice BOD Increase	R	3/17/2015	18.00		020336		18.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-17152	Cust#20594	R	3/17/2015	162.96		020337		
I-17224	Cust#52921	R	3/17/2015	54.32		020337		217.28
00383	ON DUTY UNIFORMS & EQUIPMENT							
C-129743	Credit for Shirts Inv#128320	R	3/17/2015	75.23CR		020338		
I-128320	Polo Shirts for APSO	R	3/17/2015	290.19		020338		214.96
01381	ONTRAC							
C-7818822	Claim for Damaged Sample	R	3/17/2015	95.00CR		020339		
I-121977	Refund Ck#245789 Received	R	3/17/2015	27.65		020339		
I-7837970	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7862829	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7879943	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7901297	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7928785	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7948387	Refrigerated Sample to Biovir	R	3/17/2015	7.15		020339		
I-7969298	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-7993785	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8013793	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8038013	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8058039	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8077663	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8100928	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8119668	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8138556	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		
I-8157753	Refrigerated Sample to Biovir	R	3/17/2015	4.30		020339		4.30
02246	City of Oxnard							
I-59622	VC-Rule Grant Cost Share	R	3/17/2015	5,248.80		020341		5,248.80
10072	PERMACOLOR, INC							
I-276388	Coat Valve Covers, Pump Plants	R	3/17/2015	150.00		020342		150.00
00627	PORT SUPPLY							
I-009128	Rain Gear for O&M CS	R	3/17/2015	139.71		020343		139.71

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01439	PRECISION POWER EQUIPMENT							
I-2804	Weed Eater Line for Dist Maint	R	3/17/2015	62.67		020344		
I-2812	Chain Saw Parts, LCRA	R	3/17/2015	127.16		020344		189.83
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-6979	Gas Tank Inspection, Main Yard	R	3/17/2015	210.00		020345		
I-6980	Gas Tank Inspection, LCRA	R	3/17/2015	210.00		020345		420.00
00313	ROCK LONG'S AUTOMOTIVE							
I-14329	Front Brakes, Eq#43,Dist Maint	R	3/17/2015	792.68		020346		792.68
00314	ROLLS SCAFFOLD & HIGH REACH							
I-6057200S1F	Scaffolding Rental for TP	R	3/17/2015	87.37		020347		87.37
01623	SCPPOA							
I-031315	Membership through 8/2016	R	3/17/2015	84.00		020348		84.00
00842	Smith Electric Service							
I-14168005	Dist Office HVAC System	R	3/17/2015	268,111.02		020349		268,111.02
00204	SOAP MAN DISTRIBUTING OF							
I-53153	Soap for LCRA	R	3/17/2015	48.38		020350		48.38
02003	Sostre Enterprises Inc.							
I-2779	CMS Fee, Website Hosting	R	3/17/2015	249.00		020351		249.00
02202	Stanley Pest Control							
I-693444	Pest Control, Waterpark	R	3/17/2015	170.00		020352		170.00
02703	Sunbelt Rentals							
I-50636555001	Excavator Rental for Pipelines	R	3/17/2015	1,124.99		020353		1,124.99
02527	Traffic Technologies LLC							
I-17134	Signs & Posts for Eagle's Nest	R	3/17/2015	674.57		020354		
I-17135	Safety Vests for Dist Maint	R	3/17/2015	76.46		020354		751.03
09465	TRAVIS AGRICULTURAL CONSTRUCTI							
I-150610	Temporary Tank Install 3M	R	3/17/2015	73,137.65		020355		73,137.65
01662	TYLER TECHNOLOGIES, INC.							
I-025117717	Remitplus Eq, Software, Train	R	3/17/2015	10,884.88		020356		10,884.88
01268	ULINE							
I-65778883	Key Cabinet for LCRA Maint	R	3/17/2015	102.12		020357		102.12

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00225	UNDERGROUND SERVICE ALERT I-220150091 New Ticket Charges	R	3/17/2015	178.50		020358		178.50
00254	VENTURA LOCKSMITHS I-14544 Spare Keys for Power Plants I-B14666 Replace Cabinet Lock E&M	R R	3/17/2015 3/17/2015	67.73 65.04		020359 020359		132.77
00257	VENTURA RIVER WATER DISTRICT I-022815 Acct#0537500A I-022815A Acct#0350100A	R R	3/17/2015 3/17/2015	63.10 14.70		020360 020360		77.80
00258	VENTURA STEEL, INC I-164612 Angles for Grand Ave PP I-164703 Grating for Grand Ave PP	R R	3/17/2015 3/17/2015	134.70 216.56		020361 020361		351.26
01283	Verizon Wireless I-9741664197 Monthly Cell Charges for LCRA I-9741664824 Monthly Cell Charges, LCRA	R R	3/17/2015 3/17/2015	731.47 335.21		020362 020362		1,066.68
00270	WELLS FARGO BANK I-030915 ARC Deluxe Student Kits, LCRA I-030915a Monthly Credit Card Charges	R R	3/17/2015 3/17/2015	404.89 862.99		020363 020363		1,267.88
00826	STAN WHISENHUNT DBA I-5747 Graphic Work for Bill Inserts	R	3/17/2015	50.00		020364		50.00
00124	ICMA RETIREMENT TRUST - 457 I-CUI201503160950 457 CATCH UP I-DCI201503160950 DEFERRED COMP FLAT I-DI%201503160950 DEFERRED COMP PERCENT	R R R	3/17/2015 3/17/2015 3/17/2015	521.74 2,540.22 128.30		020365 020365 020365		3,190.26
01960	Moringa Community I-MOR201503160950 PAYROLL CONTRIBUTIONS	R	3/17/2015	16.75		020366		16.75
00985	NATIONWIDE RETIREMENT SOLUTION I-CUN201503160950 457 CATCH UP I-DCN201503160950 DEFERRED COMP FLAT I-DN%201503160950 DEFERRED COMP PERCENT	R R R	3/17/2015 3/17/2015 3/17/2015	864.53 4,082.85 326.90		020367 020367 020367		5,274.28
00180	S.E.I.U. - LOCAL 721 I-COP201503160950 SEIU 721 COPE I-UND201503160950 UNION DUES	R R	3/17/2015 3/17/2015	12.00 677.00		020368 020368		689.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01400	STATE DISBURSEMENT UNIT I-CS4201503160950 Payroll Deduction 10-D000121	R	3/17/2015	818.57		020369		818.57
00230	UNITED WAY I-UWY201503160950 PAYROLL CONTRIBUTIONS	R	3/17/2015	60.00		020370		60.00
1	Cherie Currie I-000201503130949 TS Refund	R	3/17/2015	70.00		020371		70.00
00188	PETTY CASH I-031815 Replenish Petty Cash	R	3/18/2015	372.35		020372		372.35
1	James & Vonna Marsh I-000201503170951 UB Refund	R	3/18/2015	19.45		020373		19.45
00128	INTERNAL REVENUE SERVICE							
	I-T1 201503110948 Federal Withholding	D	3/18/2015	14.92		031851		
	I-T1 201503160950 Federal Withholding	D	3/18/2015	22,975.09		031851		
	I-T3 201503110948 FICA Withholding	D	3/18/2015	59.52		031851		
	I-T3 201503160950 FICA Withholding	D	3/18/2015	23,024.54		031851		
	I-T4 201503110948 Medicare Withholding	D	3/18/2015	13.92		031851		
	I-T4 201503160950 Medicare Withholding	D	3/18/2015	5,384.84		031851		51,472.83
00049	STATE OF CALIFORNIA I-T2 201503160950 State Withholding	D	3/18/2015	7,582.85		031852		7,582.85
00187	CALPERS							
	I-PBB201503160950 PERS BUY BACK	D	3/18/2015	66.87		031853		
	I-PEB201503160950 PEBRA EMPLOYEES PORTION	D	3/18/2015	1,300.88		031853		
	I-PER201503160950 PERS EMPLOYEE PORTION	D	3/18/2015	9,556.57		031853		
	I-PRB201503160950 PEBRA EMPLOYER PORTION	D	3/18/2015	1,300.88		031853		
	I-PRR201503160950 PERS EMPLOYER PORTION	D	3/18/2015	11,721.50		031853		23,946.70

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	118	788,807.86	0.00	788,807.86
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	83,002.38	0.00	83,002.38
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

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	NO 121	INVOICE AMOUNT 871,810.24		DISCOUNTS 0.00		CHECK AMOUNT 871,810.24
BANK: AP	TOTALS:		121	871,810.24		0.00		871,810.24
REPORT TOTALS:			123	871,810.24		0.00		871,810.24

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: February 13, 2015
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Employment of Relatives

RECOMMENDATION:

It is recommended that the Board of Directors review and consider the impending part-time employment of specific relatives of current employees.

BACKGROUND AND OVERVIEW:

The District has by Ordinance 00-04, Section 3.4, and by District Employee Handbook, Section 35, the requirement for the employment of a relative of a regular full-time employee to be considered for approval by the Board of Directors. The purpose of the Board review is to bring transparency to the hiring of relatives, address the issues that could arise from any potential for nepotism or conflict of interest, and thus protect the District from various employment claims. It has recently been brought to my attention that the District has three applicants for part-time or seasonal employment that should be considered by the Board of Directors, as follows:

- 1) Prospective pool technician Derek Kaiser is the son of Director Peter Kaiser. Director Kaiser is considered as an employee of the District. It is acknowledged and recognized that Derek Kaiser has been employed as a part-time or seasonal summer lifeguard since 2011. The Board considered and approved the employment of Derek Kaiser in May 2011.
- 2) Prospective lifeguard Andrew Kaiser is the son of Director Peter Kaiser. Director Kaiser is considered as an employee of the District. Andrew Kaiser has not been an employee of the District in the past.
- 3) Prospective lifeguard Rebecca Kaiser is the daughter of Director Peter Kaiser. Director Kaiser is considered as an employee of the District. It is acknowledged and recognized that Rebecca Kaiser was employed as a part-time or seasonal summer lifeguard in 2013 and has she has indicated applying for part-time/seasonal employment during the 2015 summer.

It can be perceived that Director Kaiser indirectly supervises employees of the District by virtue of the Board authority over all District functions, through the assigned authority of the General Manager and subsequent managers and supervisors.

District counsel has provided a legal evaluation and opinion to the General Manager in regard to the employment of Director Kaiser's two sons and one daughter. Many of the points made by counsel can apply to non-officials such as full-time employees. The key premises to be evaluated when considering the hiring of a part-time employee that is a relative of a full-time employee are:

- 1) Violations of any anti-nepotism laws or policies? California law does not specifically address nepotism in local agency hiring. The separation of supervision tends to limit the exposure to nepotism. Further, having the employment approval process go through the Board of Directors keeps everything in an open and transparent process should there be an issue at a later date.
- 2) Violations of financial and/or common law conflicts of interest. The key point made by counsel is that the board member does not use the official position to influence the decision of the District to employ the relative of the board member. It could be further expanded to the influence by the board member on the supervision and assignment of the part-time employee. These same conditions could be applied to the influence of the full-time employee on the decision to hire and the continuing supervision by others of the relative part-time employee.
- 3) Counsel makes a good point that the agency and its board members avoid any perception of impropriety or unethical behavior in the making of the decision to hire a relative of a full-time employee. Put quite simply – "One good question to ask is whether the agency or the board member would like to read an article challenging the hiring in the newspaper – if the answer is no, then it may be prudent not to hire (even when the hiring is defensible from a legal standpoint)."

Counsel has indicated that should the District wish to proceed with the hiring, the decision must be ratified by the Board in a vote that excludes the vote of the related board member.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: Board of Directors
FROM: Steve Wickstrum, General Manager
SUBJECT: Funding Participation in the Formation of a Groundwater Sustainability Agency for the Upper Ventura River Sub-Basin
DATE: March 16, 2014

RECOMMENDATION:

It is recommended that the Board of Directors approve of the funding participation with Ventura River Water District, pursuant to the Memorandum of Understanding, to retain Brownstein Hyatt Farber Schreck, LLP to provide legal services for the formation of the Groundwater Sustainability Agency (GSA), and direct the General Manager to inform the Ventura River Water District of this approved participation of funding.

BACKGROUND AND DISCUSSION:

During the regular meeting of the Board of Directors on March 11, 2015, a Memorandum of Understanding for the formation of a Groundwater Sustainability Agency was approved by the Board. As noted in Section VI b. of the MOU, any expenditure larger than \$10,000 is to be considered for approval by the governing bodies of the agencies participating in the MOU.

Ventura River Water District, on behalf of the participating agencies, has received a proposal for legal services that will lead to the formation of the GSA. The total cost is not to exceed \$40,000 unless unanticipated circumstances develop. If approved by the Casitas Board of Directors, Casitas would participate equally in the payment of the costs for legal services. At this time, there are five agencies to share the cost.

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

February 5, 2015

Russell M. McGlothlin
Attorney at Law
805.882.1418 tel
805.965.4333 fax
RMcGlothlin@bhfs.com

VIA EMAIL bert@venturariverwd.com

Bert Rapp
General Manager
Ventura River Water District
409 Old Baldwin Road
Ojai, CA 93023

RE: Agreement for Legal Services

Dear Mr. Rapp:

Thank you for retaining Brownstein Hyatt Farber Schreck, LLP ("Brownstein") to provide legal services to the Ventura River Water District ("VRWD") concerning the formation of a Joint Powers Agency ("JPA"), whose members would be VRWD, the City of Ventura, the Casitas Municipal Water District, the Meiners Oaks Water District, and the County of Ventura. The JPA would serve as the Groundwater Sustainability Agency ("GSA") pursuant to the Sustainable Groundwater Management Act ("SGMA") for the Upper Ventura River Basin ("Basin"). Ventura River Water District enters this contract for legal services on behalf of itself and the intended members of the JPA. When we refer to "you" in this Agreement, we are referring to you in your representative capacity for VRWD and the other intended members of the JPA.

We may provide further legal services to you in relation to compliance with SGMA for the Basin, but our first task shall be the formation of the JPA and election of the JPA to be the GSA for the Basin. All work pursuant to this Agreement shall be limited to providing legal services to you for SGMA compliance for the Basin. Any work relating to matters beyond the Basin would be the subject of a separate agreement.

This letter and the enclosed Standard Terms and Conditions constitute the Legal Services Agreement between Brownstein and VRWD. This Agreement will also apply to other services that we may provide you from time to time concerning SGMA compliance for the Basin unless we execute a separate agreement.

We cannot predict with certainty the amount of fees and costs that may be incurred. However, we agree that our budget for formation of the JPA to serve as the GSA shall

1020 State Street
Santa Barbara, CA 93101
main 805.963.7000

not exceed \$40,000 unless unanticipated circumstances develop (such as protracted negotiation or litigation) and we shall not exceed this budget without first discussing the matter with you and obtaining your consent. Our hourly rates are based upon the experience, reputation, and ability of the professionals performing the required service. We intend to assign three attorneys to this matter: Russell McGlothlin, Bradley Herrema, and Jena Shoaf. We have agreed to provide our services at a discount to our standard hourly rates. Therefore, our rates applicable to this Agreement shall be as follows: McGlothlin \$450/hour, Herrema \$420/hour, and Shoaf \$240/hour. Based upon an anticipated 20/30/50 division of time among these attorneys, we anticipate that the blended hourly rate will be approximately \$335/hour. Unless you request otherwise, we will bill you for services rendered and disbursements and charges on a monthly basis. Subject to the Terms and Conditions, you agree to pay those statements upon receipt, and no later than the end of the next month after receipt of the invoice.

If you agree with the provisions of this letter and with the Standard Terms and Conditions, please sign the enclosed copy where indicated, and return it to us. If you do not understand any portion of this letter, or the attached Standard Terms and Conditions, or if you have any questions, please call us at your earliest convenience. If you require advice about your decision to engage us, you should confer with independent counsel before signing this agreement. We cannot give you advice about that decision.

We look forward to continuing a long and productive relationship with you, and thank you for the opportunity to represent you.

Sincerely,



Russell McGlothlin

Enclosures: Standard Terms and Conditions

ACCEPTED AND AGREED TO:

VENTURA RIVER WATER DISTRICT

By: _____
John R. Curtis,
President
Ventura River Water District

Dated: _____

Bert Rapp, General Manager
February 5, 2015
Page 3

By: _____
Bert Rapp
General Manager
Ventura River Water District

Dated: _____

ACCEPTED AND AGREED TO:

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
Peter Brown

Dated: _____

BROWNSTEIN HYATT FARBER SCHRECK, LLP STANDARD TERMS AND CONDITIONS

Scope of Representation: The scope of our representation is set forth in the attached Letter. Our representation of you on any particular matter will end when we have completed our essential work on that matter.

Duties of the Parties: We agree to provide all legal services reasonably required to represent you, consistent with our ethical obligations. It is our intent to provide you with thorough, prompt and cost-efficient legal services, keep you informed of significant developments in the matter, and respond to your inquiries. You agree to fully cooperate with us, be open and truthful and provide us with all information pertaining to the matter, keep us informed of developments, to pay our bills in a timely manner, and keep us advised of your address, telephone number and whereabouts. You also agree to appear at any proceeding we deem necessary and to cooperate fully with us on all matters related to the investigation, preparation and presentation of your matter.

Fees: We review all billing statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. The current range of hourly rates for our professional services is:

Partners:	From \$350 to \$1195 per hour
Of Counsels:	From \$300 to \$1065 per hour
Associates:	From \$210 to \$400 per hour
Land Use Planners:	From \$150 to \$285 per hour
Paralegals:	From \$150 to \$265 per hour
Legal Assistants:	From \$100 to \$150 per hour

We adjust our rate structure at the beginning of each calendar year. You agree to pay all fees billed at the then-current rate.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize specialized contract attorneys and legal assistants as necessary. You agree to pay the reasonable hourly rate for these legal services.

In-House Costs and External Expenses: In addition to charging fees for legal work, we will charge for certain out-of-pocket costs incurred by our firm in representing clients. Charges for long distance telephone calls, facsimile charges, in-office copying, ordinary postage and deliveries made by in-house staff are covered by a 2.5% administrative fee, calculated at 2.5% of fees incurred. This administrative fee is in lieu of itemizing those costs. Other fees, such as computer-assisted legal research and third party vendor fees including document copying, transcript production, overnight delivery service charges, travel, meals and hotel accommodations will be itemized and billed separately.

Other in-house costs and expenses include, but are not limited to, secretarial overtime, extraordinary administrative, technical or accounting support; computer legal research; messenger and other delivery fees; mileage, and the cost of licensing and other installation of special computer programming to manage your case. These are directly billed to you at our cost.

External expenses are also charged at cost. These include, but are not limited to, the following: Notary fees; consultant costs, investigative costs, professional mediator, arbitrator

and/or special master fees; travel costs, including parking, transportation, meals and hotels. External expenses will either be passed through to you for direct payment to the vendor or included on your statement. We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter and will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators. We will not incur any major external expenses on your behalf without your prior approval.

Billing Period and Payments: We will bill you for services rendered and disbursements and charges on a monthly, or such other periodic, basis as we may determine. If you require additional statements, you agree to request them at intervals of no less than 30 days and we agree to respond within 10 days.

You agree to inform us of any dispute you may have with respect to a statement within 10 days of the statement date. If you do not object, the statement will be deemed correct. If you do object, we will consider our right to the fees and costs set forth on that statement as "disputed." Absent a dispute, you agree to pay all statements upon receipt, and no later than the last day of the next month after you receive the statement. Even if you dispute a portion of a statement, you agree to pay the undisputed portion not later than the last day of the month in which you receive the statement. If payment is not timely received, we may assess a monthly delinquency charge of 1.25% (15% per year) of the amount not paid until paid in full. Payments will be applied to the longest outstanding charges in the following order: first, costs, then delinquency charges, and then fees.

Retainers: If required, you agree to pay an advance fee retainer upon execution of this agreement and agree that we may, at our discretion, withdraw the undisputed amount of any statement, whether fees or costs, from any retainer you have on deposit. You agree to replenish the retainer monthly to maintain a credit toward fees. That means that, even though you have a retainer on account, you still must pay your statements as they become due. If we expect significant additional expenses, you agree to provide a further retainer within 15 days of our request.

Your retainer will be held on your behalf in our trust account without interest to you, because California law requires all interest earned on such funds to be forwarded to the California State Bar for its Legal Service Trust Fund Program. If you prefer, you may request that we hold your funds in a non-interest bearing account, or in an interest bearing account for your benefit. If you make such a request, you agree to pay administrative costs of a one-time \$75 set-up charge and a \$25 per month service charge. At the conclusion of our representation, we will return any unearned retainer to you.

As an additional retainer and as security for the payment of our fees, costs and expenses, you agree that we have a first priority lien on all claims and causes of action that are the subject of our representation under this Agreement and on all proceeds or property obtained or recovered, whether by agreement, settlement, mediation, arbitration award, court judgment, cost or fee award or otherwise resulting from our representation.

No Guarantee: Our comments about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard.

Discharge: Our goal is to maintain at all times a constructive and positive relationship with you, to the conclusion of this matter and in future matters. However, you have the right to discharge us as your lawyers at any time, and we have the right to withdraw from your representation at any time, consistent with our ethical obligations. If you discharge us or we elect to withdraw, you agree to immediately secure new counsel. If we are your attorneys of record in any proceeding, you agree to cooperate fully in substituting such new counsel as your attorneys of record. At the time of discharge or withdrawal, you agree to immediately pay us for all services rendered to you and for all costs and expense paid or incurred by us on your behalf.

Files: At the conclusion of our services, your files will be transferred to you upon request. You agree to pay the cost of accessing, copying and delivering the file to you. If you do not request the return of your files within five (5) years from either the completion of our essential work on the matter or the termination of our relationship by discharge or withdrawal, we have the right, but not the obligation, to destroy any files created and maintained by us with respect to the matter.

Disputes: Any controversy or claim arising out of or relating to fees and/or costs incurred under this Agreement shall be resolved pursuant to Business and Professions Code section 6200 *et seq.* All other disputes arising out of or relating to this Agreement or the professional services rendered under this Agreement, shall be determined in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. Each side shall bear its own costs and attorney fees in said arbitration.

Miscellaneous: Unless you instruct us to the contrary in writing, we will utilize facsimile, e-mail, cellular phone, PDA and similar communication methods, and we disclaim any liability for unauthorized third-party interception of communications. You agree that we may use your name and information generally available to the public in our marketing efforts.

Interpretation and Effective Date: This agreement is our entire and only agreement and is governed by California law. If any provision is found unenforceable, the remainder of the agreement will remain in effect. This agreement will not take effect until you sign and return the enclosed copy of the letter with these terms and conditions attached and until the agreement has been countersigned by the firm's Managing Partner. This agreement will then be retroactive to the date services were first provided. If this agreement does not take effect, you will still be required to pay us the reasonable value of any services we have performed for you.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: Board of Directors
FROM: Steve Wickstrum, General Manager
SUBJECT: *De Minimis* Settlement Offer – US Environmental Protection Agency
Casmalia Disposal Site, Santa Barbara County, California
DATE: March 16, 2014

RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to sign the Consent and Authorization to Settle form and make a payment based on Option A

BACKGROUND AND DISCUSSION:

By certified mail received on March 16, 2015, Casitas was notified by the US Environmental Protection Agency (EPA) of a *de minimis* settlement offer for costs that are associated with liquid wastes that Casitas had disposed of at Casmalia in 1987. The Casmalia Disposal Site has been under a Superfund program to clean up groundwater contamination from the disposal site. The letter provided eleven hazardous waste manifests for small amounts of liquid wastes that were generated from the Casitas laboratory, clearly indicating the source of the wastes.

The EPA letter states that the settlement offer requires a response by April 17, 2015, and provides two payment options. The general difference between Option A and Option B are:

Option A - The United States releases Option A settling parties from liability at the site for the waste identified in the settlement. The premium is 100% of the future cost portion of the total Site cost estimate. Option A settlement cost is \$2,604.

Option B – The US reserves the right to seek additional contribution from Option B settling parties if EPA determines that the cost of implementing the response actions will exceed the current estimate and available funds will be insufficient. Our agency will not be released from any liability for the costs incurred by the Federal Natural Resource trustees associated with the response actions and potential natural resource damages at the Site. The premium is 50% of the estimated future costs. Option B settlement cost is \$1,993.

The Option A seems to provide a final answer to what could be continuing costs under federal cleanup of the Casmalia Site.

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

REC'D MAR 16 2015



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

March 13, 2015

Certified Mail No.70101060000051065671
Return Receipt Requested

Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Re: **URGENT LEGAL MATTER—RESPONSE REQUIRED BY APRIL 17, 2015**
DE MINIMIS SETTLEMENT OFFER
Casmalia Disposal Site, Santa Barbara County, California

Dear Sir/Madam:

The United States Environmental Protection Agency (“U.S. EPA” or “Agency”) is working to clean up the Casmalia Resources Hazardous Waste Management Facility in Santa Barbara County, California (“Site”). The U.S. EPA is taking these actions under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), commonly known as the federal “Superfund” law. Superfund is a program administered by EPA that is designed to clean up hazardous substances that may pose a threat to human health or the environment. Under the Superfund program, EPA has the authority to take actions at sites such as this Site to protect public health, welfare, and the environment. In addition, this law permits EPA to request that parties who are responsible for the waste pay to clean up the Site.

This letter is intended to provide your company or organization with background about the Site and the efforts that have been taken to clean it up. The U.S. EPA is sending this information to you because **Casitas Municipal Water District** (“your company or organization”) was named as a waste generator on one or more manifests for hazardous wastes sent to the Casmalia Site. This letter is intended to notify your company or organization of its potential liability for the costs of response actions at the Site, and to offer your company or organization an opportunity to resolve its potential liability to U.S. EPA under CERCLA. Details on the terms of this offer and how to accept it are explained below.

If your company or organization wishes to join this settlement, the deadline for accepting the offer is April 17, 2015 at 5:00 p.m. Pacific Time. If your company or organization does not accept this offer by the above deadline, the offer will expire.

WHO MAY BE LIABLE

Those parties who may be responsible for the waste at Superfund sites are referred to as "potentially responsible parties" or "PRPs." PRPs include individuals, businesses, governmental agencies, and other types of organizations. PRPs include:

- 1) current owners or operators of the Site;
- 2) former owners or operators of the Site during the period of waste disposal;
- 3) parties that arranged for the treatment, disposal, or transportation of hazardous substances to the Site ("generators"); and
- 4) parties that selected the Site as a place to dispose of hazardous substances and who transported these substances to the Site ("transporters").

The parties receiving this letter are all believed to be "generators" of wastes disposed at the Site, and therefore "potentially responsible parties" at the Site. We are asking parties responsible for arranging for the disposal of waste material at the Site to pay their fair share of the cleanup costs.

SETTLEMENT HISTORY

The U.S. EPA has already settled with the owner(s)/operator(s) of the Site and most of the parties that sent the largest quantities of waste to the Site. The federal government also entered into a settlement with 52 major waste generators, collectively known as the Casmalia Steering Committee ("CSC"), to finance and perform key portions of the response actions at the Site. The CSC has been performing work at the Site since September 1996. Additional critical response actions remain to be funded. This work includes capping landfills and establishing and operating systems to collect, treat and dispose of contaminated subsurface and surface liquids. The monies obtained from settlements with parties such as your company or organization are being used to pay for this work. To date, EPA has settled with approximately 1,500 potentially responsible parties that sent waste to the Site.

***"DE MINIMIS"* SETTLEMENTS**

The settlement that the U.S. EPA is offering your company or organization is called a *de minimis* settlement. The U.S. EPA has discretion under the Superfund law to designate certain parties as "*de minimis*" waste generators. A potentially responsible party may qualify for a *de minimis* settlement if:

- The amount of waste contributed is minimal in comparison to the other waste at a site;
- The toxic or other hazardous effects of the waste contributed are minimal in comparison to the other waste at a site; and
- The settlement is in the public interest, and involves only a minor portion of the response costs at a site.

Based on available information, the U.S. EPA believes that your company or organization is eligible for a *de minimis* settlement. EPA has designated parties contributing less than 8.5 million pounds of waste to the Site as *de minimis* waste contributors. EPA considers your company or organization a *de minimis* party because EPA's analysis indicates that the volume and nature of hazardous substances that you disposed of, or had disposed, at the Site is fewer than 8.5 million pounds and the toxic or other hazardous effects of the waste contributed are minimal in comparison to the other waste at the Site.

BENEFITS OF “DE MINIMIS” SETTLEMENTS

We believe it is in your company or organization's best interest to consider this settlement opportunity.

An individual or business that resolves its Superfund liability as a *de minimis* party is not typically required to perform site cleanup. Instead, EPA typically requires *de minimis* parties to enter into a settlement with EPA under which they pay their fair share of all cleanup costs at a site, plus a “premium” that accounts for, among other things, uncertainties associated with the costs of work to be performed in the future. In return, *de minimis* settlers receive: (1) a covenant not to sue, which is a promise that EPA will not bring any future legal action against the settling party for the specific matters addressed in the settlement; and (2) protection from contribution claims, which provides a settling party with protection from being sued in a contribution action by other responsible parties for the specific matters addressed in the settlement. The matters addressed in a *de minimis* settlement are generally all cleanup actions and all cleanup costs at the particular site.

The protection from contribution suits for *de minimis* settlers is based on Sections 113(f)(2) and 122(g)(5) of the CERCLA law, which provide that a person “who has resolved its liability to the United States” in an administrative or judicially approved settlement “shall not be liable for claims for contribution regarding matters addressed in the settlement.” This protection against contribution claims, however, may not extend to claims by third parties that have incurred their own response costs and seek to recover them under Section 107(a)(4)(B). See United States v. Atlantic Research Corporation, 172 S.Ct. 2331, 169 L.Ed. 2d 28 (June 11, 2007) (in certain situations, a liable party who has incurred cleanup costs at a site can sue other liable parties under CERCLA Section 107(a)(4)(B)).

SETTLEMENT OFFER

By this letter, the U.S. EPA is offering your company or organization a *de minimis* settlement at the Site.

The U.S. EPA used records kept in the normal course of business by the owner(s)/operator(s) of the Site to determine the quantity of waste your company or organization (or a predecessor in interest) disposed of at the Site. These records include manifests that accompanied shipments of waste to the Site and weigh tickets issued at the Site. A more detailed description of records used to determine each party's waste quantity may be found on EPA's website in a Fact Sheet entitled "Waste Quantity Records" (see "FURTHER INFORMATION" below).

Enclosed with this letter is a Waste Summary Report for your company or organization that specifies the following information for each waste material shipment: 1) waste shipment manifest number; 2) weigh ticket number; and 3) the relevant information from those records, including the date of disposal, the name and address of the facility that disposed of waste material and the weight (in pounds) of the waste shipment. The Waste Summary Report provides the total weight, in pounds, for all of the shipments from the facility(ies) attributable to your company or organization. This is the number that the U.S. EPA used to determine your company or organization's quantity of waste material and to calculate the settlement payment amount.

The settlement payment amount for your company or organization is derived from the quantity of waste material that it sent to the Site. The U.S. EPA used a formula, explained below, to calculate the payment amount that each company or organization must pay to participate in the *de minimis* settlement. The precise payment amount that the U.S. EPA has calculated for your company or organization may be found in the enclosed Appendix A to the Settlement Agreement.

The formula for calculating your company or organization's settlement amount is based on the following:

A Base Payment

This portion of the payment is calculated by identifying the portion of the total Site waste your company or organization disposed of at Casmalia and multiplying that by the total estimated cost of cleanup actions at the Site.

A Premium

This increases the amount you pay for the future estimated cost portion of the cost estimate. This premium functions as a risk transfer mechanism in a manner similar to an insurance premium – effectively, you are paying for the opportunity to settle early, before all costs are known, and the government is bearing the risk that cleanup costs will be more than estimated.

The total quantity of waste material disposed of at the Site is 5.6 billion pounds based on business records maintained by the owner(s)/operator(s) of the Site and by the California Regional Water Quality Control Board. The premiums (described below under "SETTLEMENT OPTIONS") are consistent with the premium levels recommended in U.S. EPA's national policy ("Standardizing the *De Minimis* Premium," issued June 1995). The estimated total cleanup cost is \$284 million; however, for settlement purposes only \$271.9 million was used to calculate your settlement payment.

For further information about the estimated site response cost, see the fact sheet entitled "Cashout Cost Estimate", which is available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

To enable the U.S. EPA to offer the most favorable settlement terms to a large number of parties, the terms of this settlement are not negotiable. The settlement document is a Settlement Agreement and Administrative Order on Consent ("Settlement Agreement"), which is available on the U.S. EPA's web site (see below under "FURTHER INFORMATION"). Please carefully review the terms of the Settlement Agreement; the terms of the Settlement Agreement will supersede any information in other documents.

OPTIONS FOR SETTLING WITH THE UNITED STATES

Your company or organization has two options for settling with the United States. Under both options your company or organization will make a one-time up-front payment, but the amount will differ depending on which option you select, as explained below.

The two options differ from each other in the following ways:

Option A:

The United States releases Option A settling parties from liability at the Site for the waste identified in the settlement.

Two federal natural resource trustees will participate in Option A. These two agencies -- the U.S. Department of Interior on behalf of the U.S. Fish and Wildlife Service, and the U.S. Department of Commerce on behalf of the National Oceanic and Atmospheric Administration ("Federal Trustees") -- will release Option A Settling Parties from any potential claims for their costs associated with cleanup actions or natural resource damage assessment or restoration at the Site. Your company or organization will pay its share of the Federal Trustees' combined costs of \$193,417. Earlier settlement offers included a covenant from the U.S. Air Force not to sue for any natural resource damage claims it might have against parties that disposed of waste at the Site, which is adjacent to Vandenberg Air Force Base. However, the U.S. Air Force has declined to extend the offer of its covenant to parties that did not settle pursuant to the original offer. For that

Casitas Municipal Water District

March 13, 2015

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reason, the current proposed settlement offer does not include a covenant not to sue from the U.S. Air Force.

The premium is 100% of the future cost portion of the total Site cost estimate.

Option B:

The U.S. reserves the right to seek additional contribution from Option B settling parties if, upon completing the design of the response actions, the U.S. EPA determines that the cost of implementing the response actions will exceed the current estimate and available funds will be insufficient to continue response actions.

The Federal Natural Resource Trustees will not participate in the settlement with those parties that choose Option B. Your company or organization will not be released from any liability for the costs incurred by the Federal Natural Resource Trustees associated with response actions and potential natural resource damages at the Site.

The premium is 50% of the estimated future costs.

These options are described more fully in the Settlement Agreement. The amount of money your company or organization will need to pay the U.S. EPA to participate in this settlement under either Option A or Option B is set forth in Appendix A to the Settlement Agreement.

THE SETTLEMENT PROCESS

SETTLEMENT DEADLINE

The deadline for participating in the *de minimis* settlement is **April 17, 2015**. In order to participate in the settlement, you must ensure that the U.S. EPA receives your signed original Consent and Authorization to Settle with the United States plus a copy of your Payment Invoice, and that Morgan Stanley Smith Barney receives your payment by 5:00 p.m. Pacific Time on **April 17, 2015**.

WASTE QUANTITY REVIEW

The waste records available to the U.S. EPA for the Site are among the most complete and reliable of those for any waste site in the country. The U.S. EPA has full confidence in the evidence that it has reviewed to determine your company or organization's waste quantity and to calculate the payment amount. However, there are circumstances in which a party may request that the U.S. EPA review its waste quantity. The form and instructions for requesting a Waste Quantity Review are available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

Please note that the U.S. EPA will not review claims that waste sent to the Site contains only petroleum product and is therefore not a hazardous substance as part of this waste quantity review process.

The deadline to apply for a waste quantity review is April 17, 2015, at 5:00 p.m. Pacific Time.

FINANCIAL REVIEW

EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe and can document that your company or organization would face a financial hardship in remitting the full payment amount, you may request that the U.S. EPA review your company or organization's financial ability to pay. This process will require your company or organization to substantiate its claim of financial hardship, including the submission of extensive financial documentation. The forms and instructions for requesting Financial Review are available on the U.S. EPA's web site (see "FURTHER INFORMATION" below).

Please note that some or all of the costs associated with this offer may be covered by current or past insurance policies issued to your company or organization. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether your company or organization should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of your or your company's first contact with the Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

Finally, on the EPA web site is a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA"), which includes information that may be helpful to small businesses (see "FURTHER INFORMATION" below).

CONCURRENT WASTE QUANTITY AND FINANCIAL REVIEWS

If your company or organization chooses to apply for both a waste quantity and a financial review, you must submit both applications simultaneously.

FINALIZING THE SETTLEMENT

The U.S. EPA recommends that you keep a copy of the entire settlement for your files. Final approval of the settlement is subject to the review of authorized U.S. EPA and U.S. Department of Justice (DOJ) officials, and public comment. After the public comment period, if no comments would require a modification of the settlement, the U.S. EPA will notify participating parties that the settlement is final.

Casitas Municipal Water District

March 13, 2015

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FURTHER INFORMATION

The U.S. EPA encourages you to learn more about the Site and the *de minimis* settlement by reading the documents on the web site, including fact sheets entitled "Site Background", "Cashout Cost Estimate" and "Waste Quantity Records".

The U.S. EPA's web site includes site photographs, maps, documents and other pertinent information. The URL for the web site is:

<http://www.epa.gov/region09/casmalia>

Documents are also available at the following U.S. EPA information repositories:

<p>U.S. EPA Superfund Records Center 95 Hawthorne Street San Francisco, CA 94105 415-536-2000</p> <p>(Documents related to the U.S. EPA's emergency actions, and other response actions to ensure proper Site closure and response actions, dating principally from 1992 to the present)</p>	<p>U.S. EPA RCRA Records Center Managed by Tetra Tech EMI, Inc. 75 Hawthorne Street San Francisco, CA 94105 415-947-4597</p> <p>(Historic documents related to the U.S. EPA permitting and enforcement activities, dating from the early 1970s through the 1980s)</p>
<p>Santa Maria Public Library 420 South Broadway Santa Maria, CA 93454 805-937-6483</p> <p>(limited document collection)</p>	<p>Robert E. Kennedy Library California Polytechnic State University San Luis Obispo, CA 93407 805-756-1364</p> <p>(Government Documents and Maps) (Limited Document Collection)</p>

If you have any questions about this *de minimis* settlement, or cannot access the web site, please call the U.S. EPA's hotline for this Site:

(415) 369-0559 ext. 10

or e-mail the U.S. EPA at the following address:

Casmalia_R9@epa.gov

Due to the large number of parties receiving this offer, we may not be able to respond to your telephone or e-mail inquiries immediately, but we will make every effort to respond as quickly as possible.

Casitas Municipal Water District

March 13, 2015

Page 9 of 9

ACCEPTANCE OF THIS OFFER MUST BE RECEIVED BY APRIL 17, 2015

To accept this offer, the U.S. EPA must receive your company or organization's acceptance of the offer by April 17, 2015 at 5:00 p.m. Pacific Time.

Instructions for joining the *de minimis* settlement are explained in the enclosed document entitled "SETTLEMENT INSTRUCTIONS". Final approval of the settlement is subject to review of authorized U.S. EPA and United States Department of Justice (DOJ) officials.¹⁰

We encourage you to consider this offer. We look forward to your company or organization's participation in this *de minimis* settlement.

Very Truly Yours,



Enrique Manzanilla
Director
Superfund Division
EPA Region IX

Enclosures:

- Waste Summary Report
- Waste Shipment Manifests
- Settlement Instructions
- Payment Invoice
- Consent and Authorization
- Appendix A

cc: Bradley O'Brien, Esq., U.S. Department of Justice (w/o encl.)

¹⁰ After final U.S. EPA and DOJ approval, U.S. EPA will publish the settlement for public comment and, if there are no comments that would require modification of the agreement, will notify you of the effective date of the settlement shortly thereafter.

CONSENT AND AUTHORIZATION

Casitas Municipal Water District

Casitas Municipal Water District ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS _____ DAY OF _____, 2015

BY: _____
(Signature)

BY: _____
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

Appendix A (Revised 03-11-2015)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Casitas Municipal Water District							
City of Oakview - Casitas Municipal Water	1055 Ventura Ave	Oakview	CA	28,511	\$2,604	\$1,993	
		<i>TOTAL:</i>		28,511	\$2,604	\$1,993	

Casmalia Disposal Site
Waste Summary Report (1973-1989)
Casitas Municipal Water District

<u>Ticket #</u>	<u>Date</u>	<u>Manifest #</u>	<u>Original Name</u>	<u>Facility Name</u>	<u>EPA ID #</u>	<u>Original Address</u>	<u>Facility Address</u>	<u>City</u>	<u>St</u>	<u>Zip</u>	<u>Lbs.</u>
63454	3/15/1982	33700-3465.33	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	N/A	1055 Ventura Ave - Oak View CA 95022	1055 Ventura Ave	Oakview	CA	93022	1,507
85699	1/23/1987	084053813	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	23,960
98481	11/17/1987	087306082	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	258
98481	11/17/1987	087306081	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	430
98481	11/17/1987	087306080	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	430
98481	11/17/1987	087306079	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	258
98481	11/17/1987	087306078	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	52
98481	11/17/1987	087306077	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	155
98481	11/17/1987	087306064	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	258
98481	11/17/1987	087306052	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	258
99930	12/30/1987	087416024	Casitas Municipal Water District	City of Oakview - Casitas Municipal Wat	CAD072979783	1055 Ventura Ave	1055 Ventura Ave	Oakview	CA	93022	945

TOTAL: 28,511

KEY:

<u>field</u>	<u>Description</u>
Manifest #	Pre-printed number on manifest
Date	Date received at Casmalia Disposal Site, from manifest
Ticket #	Casmalia Disposal Site weigh ticket number
Original Name	Generator name as entered from manifest
Facility Name	Generator name, "normalized" to group similar names, correct misspellings, etc.
EPA ID #	Generator's unique EPA identification number, from manifest
Original Address	Generator address as entered from manifest
Facility Address	Generator address "normalized" to group similar addresses, correct misspellings, etc.
City	Generator city as entered from manifest
St	Generator state as entered from manifest
Zip	Generator zip code as entered from manifest
Lbs.	Quantity allocated to that manifest, in pounds (as described on the enclosed Fact Sheet: Waste Quantity Records)

Note: The term "manifest" is used here to refer to various records of Waste Disposal, including California Liquid Waste Hauler Records, California Hazardous Waste Manifests and Uniform Hazardous Waste Manifests.

CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: TODD EVANS, ASSISTANT ENGINEER
SUBJECT: AUTHORIZE THE GENERAL MANAGER TO SIGN A PURCHASE ORDER FOR UP TO \$15,000 FOR THE LAKE CASITAS RECREATIONAL FRONT ENTRANCE IMPROVEMENTS
DATE: MARCH 12, 2015

RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to approve a purchase order for up to \$15,000 to purchase faux rock finish.

BACKGROUND AND DISCUSSION:

Staff recommends the Purchase Order be approved for the following reasons:

- The project approved by the board deleted the \$85,000 rock finish on the kiosks.
- The kiosks will be arriving de-void of any finish material on the lower half of the booth.

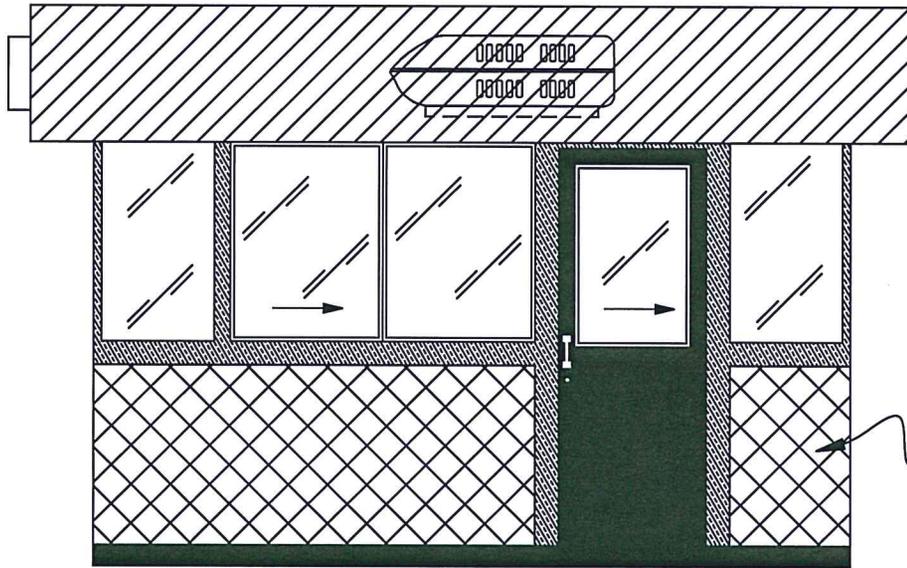
The arriving kiosks will be painted a finished color but the lower half of the kiosks will be externally wrapped in wire mesh. (See Attachment #1) This is done so the faux rock can be applied directly to the booth via mortar then the rock. The wire mesh needed to be installed at the time of fabrication to structurally support the rock.

- Matching faux rock can be installed much less expensively in house.

Acceptable material that is durable enough for this application, and closely matches the existing exterior, can be purchased and installed on the kiosks by in house staff for less than \$15,000 (See Attachment #2)

The finish on the bottom half of the kiosks will need to be addressed upon release of the project by the contractor to Casitas. Issuing the purchase order now will allow sufficient time for delivery of the rock so it can be installed once the contract has released the project.

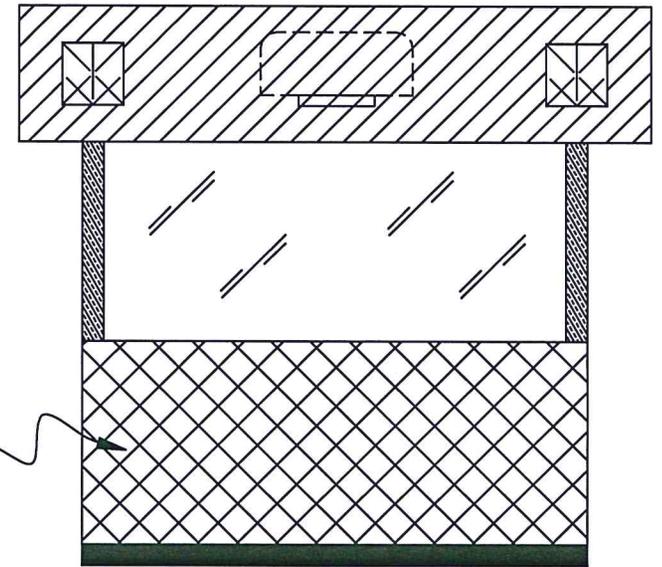
1#



FRONT

SIDE VIEW
ELEVATION

REAR



Wire Mesh
Ready To Be
Covered With Rock

FRONT VIEW
ELEVATION



More saving. More doing.

Your Store: Oxnard #1040 (Change)



Veneerstone | Model # 97446 | Internet # 202189810

Field Stone Cascade Flats 10 sq. ft. Handy Pack Manufactured Stone

★★★★★ Write the First Review

\$69.98 / box



PRODUCT OVERVIEW Model # 97446 Internet # 202189810

Rustic texture and irregular shapes, reminiscent of an Italian villa or the Napa wine country. The natural warmth and versatility of stone, coupled with your creative planning, can give your home or building the character and personality you desire. We offer you many key advantages because of our unique manufacturing process and strict quality controls. Light weight exact replica of natural stone. Each stone is modeled from natural stone, to truly capture it's the beauty, texture and style. Can be perfectly blended with 4 unique accessories. Labor savings are dramatic due to ease of installation. Can be installed indoors and outdoors for the convenience of year round installation. lcc-es certified manufacturer.

- Application: mortared, packaged assuming 1/2 in. mortar joint, changing mortar application will change coverage
- Pattern: random
- Flats: 3 in. x 1.5 in. to 16 in. x 18 in., with an average thickness of 1.5 in.
- Corners: heights of 3.5 in. to 11 in., short return 2.625 in. to 3.25 in., long return 8 in. to 9.5 in., with an average thickness of 1.5 in.

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	25.25 in	Product Height (in.)	9.75
Assembled Height (in.)	9.75 in	Product Width (in.)	16
Assembled Width (in.)	16 in		

DETAILS

Color Family	Tan	Product Weight (lb.)	70 lb
Color/Finish	Cascade	Returnable	90-Day
Panel Style	Field Stone	Stone Product Type	Flats

How can we improve our product information? [Provide feedback.](#)

SHIPPING AND DELIVERY OPTIONS

Veneerstone

Search For...

Tejas Textured Stone offers veneer stone and brick veneer. This architectural stone veneer is an artificial stone, faux brick that is manufactured perfect for interior wall stone use or stone siding.

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Field Stone

Create the ambiance of a rustic Mediterranean villa with the rugged surfaces and naturally irregular shapes of Field Stone.

Field Stone's rough surface and random varied sizes are evidence of their truly raw and natural beginnings.

Application: Mortared

Pattern: Random

Size: 3" x 1.5" to 16" x 18" with an average thickness of 1.3"

Product Colors



Burlwood



Cascade



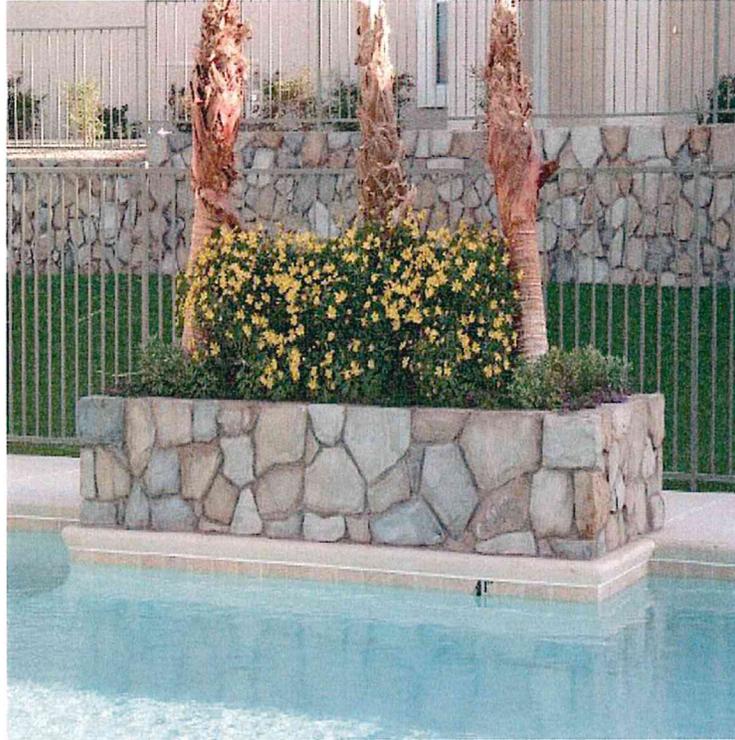
Cordovan



Gainsboro



Mendocino



Accent Companion Colors



Accent Color: Mojave
Stone Styles/Colors:
Cordovan
Mendocino



Accent Color: Slate
Stone Styles/Colors:
Cascade
Gainsboro



Accent Color: Sand
Stone Styles/Colors:
Burlwood

****Field Stone is a trademark of the Veneerstone Company. This product may not be available in every market we service. Product colors are representations of the actual stone but may have slight variances in color from actual stone colors.**



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#2



Burlwood



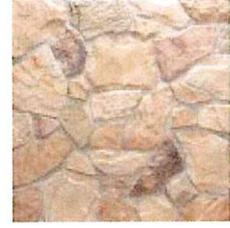
Cascade



Cordovan



Gainsboro



Mendocino



Accent Companion Colors



Accent Color:Mojave
Stone Styles/Colors:
Cordovan
Mendocino



Accent Color:Slate
Stone Styles/Colors:
Cascade
Gainsboro



Accent Color:Sand
Stone Styles/Colors:
Burlwood

**Field Stone is a trademark of the Veneerstone Company. This product may not be available in every market we service. Product colors are representations of the actual stone but may have slight variances in color from actual stone colors.



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CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Finance Committee

DATE: March 20, 2015
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of March 20, 2015, at 0930 hours

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Peter Kaiser and Director Jim Word
General Manager, Steve Wickstrum
Accounting Manager, Denise Collin
2. **Public comments.** None.
3. **Board/Management comments.**
The General Manager informed the committee that Casitas has received a letter from the US Environmental Protection Agency requesting a consideration for a settlement in the Casmalia Waste site remediation under Superfund. Casitas did send small amounts of laboratory chemicals to Casmalia for disposal in 1987. The Committee discussed the options provided for settlement, the cost for each option, and to move the General Manager's recommendation forward to the next meeting of the Board of Directors.

The General Manager informed the committee that staff has met with Raftelis Consultants, Inc. to begin the water rate study.
4. **Consideration of the purchase of rock fascia for the LCRA Front Gate Kiosks.**
Staff has presented a request to consider district's purchase and installation of rock fascia material after work by the contractor is substantially completed. Staff estimates the cost of material and labor to be \$15,000. This is not a change order for the current contract. The committee offered to move this request to the Board for consideration.
5. **Review of the Financial Statement for February 2015.**
The Committee reviewed the progress of budget expenditures. There were no significant noted issues.
6. **Review of the Water Consumption for February 2015.**
The Committee reviewed the water consumption numbers for the current fiscal year through February 2015. The committee noted considerable decline in water sales in February in all classification, except in the Temporary classification. The notable 38 acre-feet in Temporary is being addressed with the customer. The other classifications are showing the effects of water conservation efforts and very light seasonal rain events in February 2015.
7. **Review of the Preliminary Draft Budget for FY 2015-16.**
The committee began the review, asking of questions and providing explanations regarding the newly prepared draft budget for FY 2015-16.
8. **Review of the Preliminary 10-Year Capital Budget.**
The committee began the review, asking of questions and providing explanations regarding the newly prepared draft 10-year Capital budget for FY 2015-16.

CASITAS MUNICIPAL WATER DISTRICT
MINUTES
Personnel Committee

DATE: March 10, 2015
TO: Board of Directors
FROM: Assistant to General Manager, Rebekah Vieira
Re: Committee Meeting of March 9, 2015, at 4:30 p.m.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Mary Bergen and Director Jim Word
General Manager, Steve Wickstrum
Assistant to General Manager, Rebekah Vieira
Suzi Taylor, Chelbi Kelley, John Parlee
2. **Public comments.**
Suzi Taylor asked about a bullying policy. Rebekah explained that policies are being reviewed with Liebert Cassidy and a meeting is in the process of being scheduled to obtain a status.
3. **Board/Management comments.**
None
4. **Discussion regarding recruitments.**
Active recruitments include the Safety Manager and the Distribution positions. The Safety Manager closed today and interviews will take place on Friday for the Distribution position. Updated Job descriptions for the Civil Engineer and Associate Engineer have been provided to SEIU for approval prior to the opening of the Engineer position.
5. **Discussion regarding recognition of employees**
The committee Discussed recognition of employees by the board on a quarterly basis for individuals who have reached 10, 20 and 30 years of service. Since recognition has not been done in the recent past, catch up will take place this year. The committee discussed adopting a resolution at the board meeting and having a framed resolution completed that is handed to the employee. Additionally it was discussed to include recognition of employees in the newsletter and at employee meetings.
6. **Update from the ACWA/JPIA Benefits Users Forum.**
The benefits forum discussed the Cadillac Tax. The IRS issued a notice February 23rd which is open for a 90-day public comment. There will be an additional comment period prior to final rules being issued. At this point it is recommended that we expect uncertainty regarding this. The notice did suggest that the \$10,200 employee and \$27,500 Family threshold may be adjusted for growth between 2010 when they were established and 2018. It is also anticipated that by the year 2029 80% of plans will exceed the Cadillac Tax threshold. Our current PPO premiums for employee are \$8,348 and for family is \$22,832. Also discussed were the new IRS forms that will be issued beginning in 2016 for 2015 which will include information on who is covered on the insurance and the premiums that are being paid. Payroll is working with Incode regarding these changes. Consumer Driven Health Plans were also discussed and it is recommended that the District arrange for a presentation to the benefits committee to learn more about this option.

7. **Update on the process of obtaining additional quotes for our Workers' Compensation and Liability coverage programs.**

A meeting has been had with our broker to discuss various options regarding obtaining bids for coverage. Additionally, SDRMA and ACWA/JPIA have been contacted and we are in the process of completing data to obtain bids.



DEPARTMENT OF PARKS AND RECREATION
Division of Boating and Waterways
1 Capitol Mall, Suite 410
Sacramento, CA 95814

Lisa Ann L. Mangat, Acting Director

March 17, 2015

Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Dear Carol Belser:

Thank you for submitting an application for the 2014/15 Quagga and Zebra Mussel Infestation Prevention Grant Program (Grant Program). The California State Parks, Division of Boating and Waterways (DBW) is pleased to inform you that your project titled, "Lake Casitas Quagga and Zebra Mussel Vulnerability Assessment" for \$40,000.00 will be fully funded for the Grant Program.

As this is the first year of the Quagga and Zebra Mussel Infestation Prevention Grant Program (Grant Program), we provided technical assistance to the applicants to further clarify the guidelines after the application period ended. As we move into the second year of the Grant Program the guidelines will set clear expectations and be as transparent as possible to all applicants when applying for the next grant cycle. DBW will not provide such intensive technical assistance as was done in year one. In future grant solicitation cycles failure to; follow guidelines and applicant instructions, submit all required documents as requested, and meet the submission deadline may result in the rejection/disqualification of an application.

The next step in the process is to complete the Grant Agreement. The Grant Agreement template is in the approval process. Upon approval, the Grant Agreement will be available on the Grant Webpage. An email will be sent notifying you that the Grant Agreement is available for your use. If you need assistance in developing the grant agreement, please don't hesitate to contact Robin Turgeon, Grant Administrator via email at: robin.turgeon@parks.ca.gov or via phone at (916) 327-1851 or Melenee Emanuel, (DFW) Sr. Environmental Scientist (Specialist) via email at: melenee.emanuel@wildlife.ca.gov or via phone at: (916) 651-1280.

We look forward to working with you on implementing the project.

Sincerely,

Edward Hard
Environmental Program Manager I
Aquatic Invasive Species Branch

cc: Col Christopher C. Conlin, USMC (Ret)
Acting Deputy Director
Division of Boating and Waterways

File

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
03/18/15**

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	\$1,377,848	\$1,356,035	1.625%	10/03/2012	8.35%	1526
*TB	Federal Home Loan Bank	313379RN1	12/27/2024	\$978,364	\$995,289	2.840%	06/18/2014	6.13%	3519
*TB	Federal Home Loan Bank	3133802D8	11/23/2022	\$1,477,575	\$1,485,371	2.400%	11/19/2014	9.15%	2765
*TB	Federal Home Loan Bank	313380A98	08/14/2024	\$126,966	\$127,977	2.500%	07/03/2014	0.79%	3386
*TB	Federal Home Loan Bank	313380S73	10/11/2022	\$699,720	\$695,709	2.430%	08/11/2014	4.29%	2723
*TB	Federal Home Loan Bank	313381ST3	01/17/2023	\$250,346	\$250,339	1.500%	09/08/2014	1.54%	2819
*TB	Federal Home Loan Bank	313381TA3	01/17/2023	\$277,619	\$277,422	2.240%	09/08/2014	1.71%	2819
*TB	Federal Farm CR Bank	3133EAZM3	07/24/2023	\$1,658,682	\$1,688,593	2.380%	09/16/2014	10.40%	3006
*TB	Federal Home Loan Bank	3133XFKF2	06/11/2021	\$697,802	\$679,370	5.625%	01/16/2013	4.18%	2243
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$701,441	\$704,130	2.875%	07/01/2010	4.34%	84
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$713,190	\$720,762	4.750%	07/01/2010	4.44%	84
*TB	Federal Home Loan Bank	3134G34R8	07/23/2021	\$513,841	\$511,535	2.000%	12/02/2014	3.15%	2285
*TB	Federal Home Loan MTG Corp	3134G43A4	10/30/2024	\$849,441	\$859,273	2.500%	07/03/2014	5.29%	3462
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/2016	\$687,932	\$691,503	1.375%	03/12/2012	4.26%	597
*TB	Federal National Assn	3136G0K67	04/09/2021	\$192,000	\$191,234	2.000%	12/02/2014	1.18%	2181
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,097,749	\$1,106,670	5.125%	01/03/2012	6.82%	959
*TB	Federal Home Loan MTG Corp	3137EADB2	01/13/2022	\$681,701	\$679,717	2.375%	09/08/2014	4.19%	2455
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/2018	\$1,133,512	\$1,148,383	1.375%	07/06/2010	7.07%	1197
*TB	US Treasury Notes	912828LZ10	01/15/2020	\$1,118,463	\$1,150,412	2.125%	07/01/2010	7.09%	1737
*TB	US Treasury Bond	912828WE6	11/15/2023	\$769,477	\$811,914	2.750%	12/13/2013	5.00%	3117
Accrued Interest						\$104,147			
Total in Gov't Sec. (11-00-1055-00&1065)				\$16,003,668	\$16,235,784			88.15%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$446	\$446	0.25%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,181,158	\$2,181,158	0.25%	Estimated	11.84%	
TOTAL FUNDS INVESTED				\$18,185,272	\$18,417,389			100.00%	
Total Funds Invested last report				\$18,194,390	\$18,418,740				
Total Funds Invested 1 Yr. Ago				\$18,153,376	\$18,277,781				
****	CASH IN BANK (11-00-1000-00) EST.			\$5,007,520	\$5,007,520				
	CASH IN Western Asset Money Market			\$1,655	\$1,655	0.01%			
TOTAL CASH & INVESTMENTS				\$23,194,447	\$23,426,564				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$22,126,051	\$22,250,456				

- *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.