

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

## CASITAS MUNICIPAL WATER DISTRICT

July 10, 2013

3:00 P.M. – DISTRICT OFFICE

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

1. Public Comments
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
  - a. Minutes of the June 26, 2013 Board Meeting.
5. Bills
6. Committee/Manager Reports
  - a. Recreation Committee Minutes
  - b. Executive Committee Minutes
7. Consideration of Disputed Final Payment Claim made by Native Electrical Construction, Inc. and presentation by district staff.

RECOMMENDED ACTION: Direction to Staff

8. Attendance at ACWA 2013 Regulatory Summit and discussion regarding rescheduling the August 14, 2013 regularly scheduled meeting of the Board.

RECOMMENDED ACTION: Direction to Staff

9. Event Participation - The Chautauqua on the Future of Food in Ojai, November 2, 2013.

RECOMMENDED ACTION: Direction to Staff

Recess Casitas Board Meeting

10. Lake Casitas Improvement Foundation Meeting

- a. Consideration to fund rowing dock replacement.

RECOMMENDED ACTION: Direction to Staff

Reconvene Casitas Board Meeting

11. Information Items:

- a. Recreation Area Reports for May, 2013.
- b. Letter from Charles Z. Fedak & Company regarding audit.
- c. Monthly Cost Analysis – Ojai FLOW.
- d. Reimbursement Disclosure Report Fiscal Year 2012-13.
- e. Consumption Report.
- f. ACWA Call for Candidate Nominations.
- g. Letter from EPA regarding Pumping & Diversion TMDL and responses to comments.
- h. Investment Report.

12. Closed Session:

- a. (Govt. Code Sec. 54957.6)  
Conference with Labor Negotiators:  
Agency Designated Representatives: Rebekah Vieira  
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.
- b. Public Employee Performance Evaluation (Govt. Code Sec. 54957)  
Title: General Manager

13. Possible adoption of resolutions authorizing adoption of a Memorandum of Understanding with the General, Recreation and Supervisory & Professional Unites may be considered following the closed session.

14. Discussion and possible adoption of a change in compensation to General Manager's position.

15. Adjournment

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

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
June 26, 2013

A meeting of the Board of Directors was held June 26, 2013 at Casitas' Office, Oak View, California. Directors Word, Hicks, Bergen, Kaiser and Baggerly were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were five staff members and nine members of the public in attendance. President Word led the group in the flag salute.

1. Public Comments

Ken Peterson with Golden State Water Company informed the board that the CPUC approved the water rates for our Ojai service area last month for 2013, 2014, and 2015. Rates will remain the same or go down for those three years and we have readjusted some of the tiers to be more in line with water use in Ojai. He also spoke about the letter to the editor in last week's Ojai Valley News that was written by Russ. He stated he knows Russ was not speaking on behalf of the board even though some people in Golden State construed that he was. We are eligible for grant funding. Today, for instance, Golden State is using grant funding for purchasing and installing meters in the Sacramento area. Director Baggerly thanked him for the clarification.

Dee Bennett thanked Director Hicks for his help and encouragement as the Casitas Rowing Club is receiving a grant from LA 84 for the boat dock. We got \$20,000 but we need \$45,000.

2. General Manager comments.

Mr. Wickstrum reported that there will be a shutdown tomorrow as we replace five mainline valves. He then reported that he and Ms. Collin have sat through teleconferences with State Water contract extensions.

3. Board of Director comments.

President Word reported that Senator Jackson has extended an invitation to a June 27<sup>th</sup>, open house.

Director Hicks commented on a huge box at the beach that neighbors have wondered about for some time. It is a pressure regulator and perhaps we should mark it as CMWD.

Director Baggerly thanked staff for the newsletter but commented that the water quality table is difficult to read. A constituent suggested color coding it and making it more simple to read.

Director Baggerly then provided a Google Earth photo of the parking lot at LCRA by the bait shop showing exactly where he would like an exit sign placed. Staff has done a good job of putting signs and putting lane markers in.

Director Kaiser mentioned the Astronomy night this weekend and he hopes there will be good attendance. He added that there is great signage for habitat and it has been done in an unobtrusive way. He then asked about the one dock floating in the mid-section in Santa Ana creek and asked if that is for people who have not paid fees? Ms. Belser replied that with the lake going down there is no room to put it anywhere else. Gary and Randy have decided to put it there and the people are ok to get ferried out.

4. Consent Agenda ADOPTED

- a. Minutes of the June 12, 2013 Board Meeting.

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

5. Bills APPROVED

Director Hicks asked about a check which Mr. Wickstrum explained was for Workers' Compensation. Director Hicks then questioned the check for \$2,590 for drug testing. Ms. Belser explained all employees go through drug testing and we hire a lot of staff. They are also all getting fingerprinted. Director Kaiser asked about #15503 to Oasis Technology and Ms. Collin explained that is for software.

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

6. Committee/Manager Reports APPROVED FOR FILING

- a. Water Resources Committee Minutes
- b. Finance Committee Minutes

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

7. Resolution honoring Larry Chavez upon his retirement. ADOPTED

The Resolution was read by President Word and Mr. Chavez was thanked for his 38 years of service to the District.

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

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

Resolution is numbered 13-23.

8. Public Hearing for the adoption of the 2013-2014 Budget.

a. Public Hearing

President Word stated this is the time and place for a public hearing to consider input regarding the proposed Fiscal Year 2013-2014 Budget. He asked the Clerk of the Board to provide the names of the public who called or submitted communications regarding the proposed budget. Ms. Vieira stated there were none. President Word then asked for the General Manager's report.

Mr. Wickstrum stated you have the memorandum before you. I thank the Finance Committee, Denise Collin and all staff in preparing this budget. We have some major projects to complete in the coming year and staff is anxious in getting it going as soon as possible. We took a conservative viewpoint on water sales. It looks like water sales will be higher. We are able to finance this district on that basis. We have a deficit budget but that is due to the one large project. Director Baggerly suggested not calling it a deficit as we have set aside money in reserves and are using it for the reason it was set aside. Director Bergen added that in this year's budget we also had this situation because we budget conservatively. Our capital projects have a good history of coming in on or below budget and I am very comfortable with this budget. President Word added it is conservative and we are doing what we were designed to do to provide a back-up supply for the Ojai Area and to provide a primary supply. It is appropriate to set a conservative estimate for water sales.

President Word opened public hearing at 3:28 p.m. but there was no public comment so he closed the public hearing at 3:29 p.m.

b. Resolution adopting the general fund budget, debt service fund and Mira Monte water assessment district fund budgets for the Fiscal Year ending June 30, 2014. ADOPTED

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

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

Resolution is numbered 13-24.

9. Resolution establishing the appropriations limit for Fiscal Year ending June 30, 2014. ADOPTED

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

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

Resolution is numbered 13-25.

10. Resolution fixing a tax rate for Fiscal Year 2013-2014 and authorizing the President of the Board to execute a certificate requesting the Ventura County Board of Supervisors to levy such a tax. ADOPTED

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

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

Resolution is numbered 13-26.

- 11 Resolution supporting participation in the Water Bond Coalition. ADOPTED

The resolution was offered By Director Baggerly including designating the General Manager as the contact person. This was seconded by Director Bergen and passed by the following roll call vote:

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

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

Resolution is numbered 13-27.

12. Discussion regarding noise abatement at Reeves Road pumping facilities. APPROVED

Mr. Wickstrum reported that we have had complaints from residents who have lived in the area. We operate pumps regularly to move water into Ojai. There are motors and there is an identified noise. The issue is the noise during the evening and early morning hours being slightly over the Ventura County planned policies. We have pump plants throughout our district. As populations tend to move into areas where we have had pumps for 55 years or more, sensitivity is heightened. We want to look to see if we can reduce the noise to acceptable levels and there is a cost to that.

President Word stated it is an unplanned expense but we visited this pump plant some time ago and were waiting for the test results.

Director Kaiser had some questions regarding the studies that were conducted and expressed concerns that there are several other pumps in close proximity to high resident density and he suggested looking at a district wide policy. President Word added each location is somewhat unique, some have

buildings or other structures around them. Director Kaiser stated that is why I would not be able to support this action today, we need to look at it as a district wide issue.

Director Hicks suggested getting these people taken care of as we need to be good neighbors. Director Bergen added we should be responsive to the neighbors and would like to see pre and post sound measurements.

Brian Holly spoke on behalf of family and neighbors. We appreciate the district and service you provide. Some of the recent emails and reports we have brought before the board necessitate this to take care of this sound issue. I appreciate you considering this.

Lou Preiczner thanked the board for the opportunity to speak and consideration of the request and looks forward to a remedy. He asked that a July 14<sup>th</sup> letter not be available to the public.

On the motion of Director Baggerly, seconded by Director Hicks and passed with Director Kaiser providing a no vote, the above recommendation was approved.

13. Request of Will Hobbs, President of NEC, Inc. to speak regarding the construction project LCRA Campground B Electrical Upgrades.

No Action Taken

Will Hobbs of NEC thanked the board for granting our request regarding electrical upgrades and the disputed final payment, including sec 59 and liquidated damages, part b section 24. In an effort to substantiate our claims I will provide a summary of events before the board makes a decision.

Mr. Hobbs stated I met onsite with Mr. Evans on January 9, 2013 and discussed the contract plans not showing to use the existing wire and conduit in place. The distance indicated on the plans was inaccurate. The other bids may have been different if those contractors didn't measure the area. Approximately six football fields length of wire was deemed required on the project that was not, we did our due diligence.

On disputed final payment 1 CATV, as a result of revisions and dispute of work I request to be compensated in full. Feb. 5, 2013 and completed version February 7<sup>th</sup>. Mr. Hobbs was going to provide documents to the District but Mr. Wickstrum suggested he keep his originals and provide a copy to the district for the record. Mr. Cole stated there are two notebooks of records. Director Baggerly asked if Mr. Hobbs has a copy of what he is reading to provide it to our Clerk. Mr. Hobbs stated he can e-mail it to her.

Mr. Hobbs continued stating he met with an outside vendor, Mr. Hyatt and provided Will Turner with the final CATV scope. The cost for CATV revisions was \$28,000 and those costs were denied. We were told to use existing conduit. Reference to note 2, initially told it was for CATV and when Mr. Cole got involved that interpretation changed. I requested what conduit to use for CATV. Existing

conduit would not accommodate the new equipment to be installed. Tree roots had grown through the conduit.

One day prior to schedule contract completion date and shortly thereafter I was told LD's would be assessed. There were 16 in ground pull boxes. Documentation has been submitted that supports the fore mentioned. In our opinion would negate all LD's addressed.

On item 2, single lines, the bid announcement says it will change, contract docs do not include single line diagrams. I received one March 11 and one April 5 which included a new conduit routing plan. There was additional cost and time in completing, I request to be compensated in full for single line work. I have been an electrical contractor for eight years now and have never received a plan without single line or panel on it.

February 12, 2013, Mr. Evans requests a cost estimate for 50 amps of power. Costs were submitted. On February 28, costs were denied. I was requested to preserve as much of existing... removal and replacement of conduit and wire, another revision, both occasions there were changes. Casitas did approve costs to improve pedestals, cost to upgrade wire was denied. Approx. 40 sites conduit and wire for 50 amps, large boxes are now required. Sub panels were relocated. Both restrooms have new conductors and conduit installed. Voltage drops not provided. Significant amount of documentation has been provided. Scheduled project completion day Apr. 12. Apr 5<sup>th</sup> there is a revision to single line and rerouting conduit we had already installed. Keep in mind we are getting these revisions a week prior to scheduled project completion date.

On item 3, water lines we were told there was a ½ inch water line at 18 inches deep. At all 50 locations, the existing line was a different size and was 36 inches deep. I made a request for revisions and completing scope for water lines. Contract documents are inaccurate. I desire compensation for these additional costs.

Based on revisions by CMWD staff it was impossible to complete the project in the time frame. LD's are unfounded. I request payment for LD's be remitted immediately and compensation for extra time be approved.

President Word asked if we have all of the documentation and if Mr. Hobbs would provide what he has read. Mr. Hobbs answered yes.

Director Baggerly explained that we need to wait for staff to bring this back to us. President Word added we do need to receive and review all of the documentation that staff has and what you have. You have asked for decision to be made by July 10<sup>th</sup>. It will have to go to a committee, perhaps the Executive Committee and bring back to July 10<sup>th</sup> Board meeting. Mr. Hobbs stated all documentation has been sent to Neil Cole.

Director Bergen added we need to follow our normal dispute resolution procedures. Mr. Wickstrum agreed and added the July 10<sup>th</sup> meeting may be

aggressive. President Word asked if the normal procedure would be for staff to review it, make a recommendation and the board to take action. Mr. Mathews said substantial information has been submitted and staff has to make a recommendation. Any recommendation by staff or review by staff will be made available to the board but also the NEC for their review prior to action by the board.

14. Information Items:

- a. Monthly Cost Analysis – Ojai FLOW
- b. Consumption Report
- c. Letter from Mr. Peskay, member of County of Ventura Grand Jury.
- d. Press release regarding Assembly Bill 72 (Holden).
- e. Investment Report.

On the motion of Director Kaiser, seconded by Director Baggerly and passed, the Information items were accepted.

President Word moved the meeting to closed session at 4:11 p.m.

15. Closed Session:

- a. (Govt. Code Sec. 54957.6)  
Conference with Labor Negotiators:  
Agency Designated Representatives: Rebekah Vieira  
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.

President Word moved the meeting back into open session at 4:20 p.m. with Mr. Mathews reporting that the Board received information from labor negotiator and no action was taken.

16. Adjournment

President Word adjourned the meeting at 4:22 p.m.

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Mary Bergen, Secretary

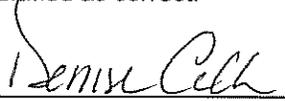
# A/P Fund

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

000419	A/P Checks:	015550-015556
	A/P Draft to P.E.R.S.	062733
	A/P Draft to State of CA	062732
	A/P Draft to I.R.S.	062731
	Voids: Staledated Checks	011448, 011524, 012367, 012534, 012549, 012890, 013631, 014070

000420	A/P Checks:	015557-015654
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Void:	015616

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

 7/3/13  
Denise Collin, Accounting Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

CASITAS MUNICIPAL WATER DISTRICT  
 Payable Fund Check Authorization  
 Checks Dated 6/27/13-7/2/13  
 Presented to the Board of Directors For Approval July 10, 2013

Check	Payee			Description	Amount
000419	Payables Fund Account	#	9759651478	Accounts Payable Batch 062713	\$158,457.64
000420	Payables Fund Account	#	9759651478	Accounts Payable Batch 070213	\$1,159,371.86
					\$1,317,829.50
000421	Payroll Fund Account	#	9469730919	Estimated Payroll 7/25/13	\$150,000.00
					\$150,000.00
				Total	\$1,467,829.50

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

The above numbered checks, 000419-000421 have been duly audited is hereby certified as correct.

Denise Collin 7/3/13  
 Denise Collin, Accounting Manager

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 06/22/13  
Pay Date of 06/27/13  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 6/24/13  
Denise Collin

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

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

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

7/02/2013 2:56 PM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 6/27/2013 THRU 7/02/2013

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	7/02/2013			015616		

* * 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:	1	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	1	0.00	0.00	0.00
BANK:	TOTALS:		1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201306240721	457 CATCH UP	R	6/27/2013	634.61		015550		
I-DCI201306240721	DEFERRED COMP FLAT	R	6/27/2013	2,580.76		015550		
I-DI201306240721	DEFERRED COMP PERCENT	R	6/27/2013	171.06		015550		3,386.43
01960	Moringa Community							
I-MOR201306240721	PAYROLL CONTRIBUTIONS	R	6/27/2013	16.75		015551		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201306240721	457 CATCH UP	R	6/27/2013	864.53		015552		
I-CUN201306240725	457 CATCH UP	R	6/27/2013	5,500.00		015552		
I-DCN201306240721	DEFERRED COMP FLAT	R	6/27/2013	4,457.84		015552		
I-DCN201306240725	DEFERRED COMP FLAT	R	6/27/2013	14,900.00		015552		25,722.37
00180	S.E.I.U. - LOCAL 721							
I-COP201306240721	SEIU 721 COPE	R	6/27/2013	9.50		015553		
I-UND201306240721	UNION DUES	R	6/27/2013	610.00		015553		619.50
00230	UNITED WAY							
I-UWY201306240721	PAYROLL CONTRIBUTIONS	R	6/27/2013	45.00		015554		45.00
00774	Ventura County Sheriff's Office							
I-1314308	Security for Homebrewers Fest	R	6/27/2013	2,989.58		015555		2,989.58
00182	DEWITT PETROLEUM							
I-0030620IN	Gas & Diesel for Main Yard	R	6/28/2013	5,750.09		015556		
I-0031668IN	Gas for LCRA	R	6/28/2013	2,006.48		015556		
I-0031711IN	Gas for Main Yard	R	6/28/2013	4,091.14		015556		11,847.71
00004	ACWA/JPIA							
I-A000084100	July 2013 Health Insurance	R	7/02/2013	113,293.19		015557		113,293.19
02493	Advanced Engineering Acoustics							
I-130621	Noise Study, 4M & Upper Ojai PP	R	7/02/2013	500.00		015558		500.00
00026	AERA ENERGY LLC							
I-1800007308	Cathodic Protection License	R	7/02/2013	200.00		015559		200.00
00011	ALERT COMMUNICATIONS							
I-130600847101	Call Center 7/13	R	7/02/2013	219.80		015560		219.80
09569	ALLCABLE							
I-215523600	Ethernet Connectors & Tools	R	7/02/2013	114.65		015561		114.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00014 I-461513	AQUA-FLO SUPPLY PVC for OEM CS	R	7/02/2013	24.16		015562		24.16
00840 I-0048325IN	AQUA-METRIC SALES COMPANY Water Meter Parts	R	7/02/2013	4,606.83		015563		4,606.83
01666 I-000004427815 Acct#C604513638777 I-000004457282	AT & T Local, Regional, Long Distance T-1 Lines C602222128777	R	7/02/2013	933.48		015564		1,834.98
00020 I-50425 I-50968	AVENUE HARDWARE, INC Hinge for Fairview PP Parts Bin, Nuts for Telemetry	R	7/02/2013	76.43		015565		105.16
00021 I-056941	AWA OF VENTURA COUNTY Waterwise Breakfast 6/20/13	R	7/02/2013	100.00		015566		100.00
01153 I-Jun 13	RUSS BAGGERLY Reimburse Mileage 6/13	R	7/02/2013	66.67		015567		66.67
00679 I-S1924817001	BAKERSFIELD PIPE & SUPPLY INC Flow Meter Plumbing	R	7/02/2013	141.94		015568		141.94
02026 I-Jun 13	Carol Belser Emergency Response Courses	R	7/02/2013	190.00		015569		190.00
02283 I-Apr 13 I-Jun 13 I-May 13	Mary Bergen Reimburse Mileage 4/13 Reimburse Mileage 6/13 Reimburse Mileage 5/13	R	7/02/2013	29.27		015570		58.53
02541 I-13001	BIOTECH RESEARCH & CONSULTING Lab Work for Fisheries	R	7/02/2013	3,691.00		015571		3,691.00
01616 I-070113	FRED BRENEMAN 6/23/13-7/6/13	R	7/02/2013	391.00		015572		391.00
02545 I-061713	William Brothers Irrigation Controller Rebate	R	7/02/2013	250.00		015573		250.00
00463 I-116935	John Deere Financial Mower Rental for Dist Maint	R	7/02/2013	594.00		015574		594.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 6/27/2013 THRU 7/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00475	CASA DE LAGO							
I-4165	Meal for Overtime Work	R	7/02/2013	15.48		015575		15.48
00707	CHARLES P. CROWLEY CO.							
I-19140	Pump Shafts for TP NH3	R	7/02/2013	555.39		015576		555.39
00057	CLEAN SOURCE							
I-275960900	Janitorial Supplies	R	7/02/2013	4,854.64		015577		
I-275960901	Janitorial Supplies	R	7/02/2013	47.30		015577		4,901.94
01843	COASTAL COPY							
I-479993	Copier Usage LCRA	R	7/02/2013	304.53		015578		
I-479994	Copier Usage District Office	R	7/02/2013	37.63		015578		342.16
00059	COASTAL PIPCO							
I-S1771261001	Grabber Rings for TP	R	7/02/2013	63.07		015579		
I-S1771683001	Irrigation Parts for LCRA	R	7/02/2013	222.20		015579		
I-S1772598001	Knee Guard, Cable Ties, TP	R	7/02/2013	31.49		015579		
I-S1772790002	PVC Fittings for TP	R	7/02/2013	206.17		015579		522.93
00061	COMPUWAVE							
I-SB02073846	UPS with Batteries for E&M	R	7/02/2013	4,805.25		015580		
I-SB02073916	New Computer for Fisheries	R	7/02/2013	875.05		015580		
I-SB02073976	Toner Cartridges for Stock	R	7/02/2013	172.10		015580		
I-SB02073983	Toner Cartridges for Stock	R	7/02/2013	718.08		015580		
I-SB02074008	McAfee Annual Support	R	7/02/2013	1,012.35		015580		7,582.83
01902	Conaway Ice Inc.							
I-163108	Dry Ice for Fisheries	R	7/02/2013	13.44		015581		13.44
00062	CONSOLIDATED ELECTRICAL							
I-9009678236	Start Up for OVPP	R	7/02/2013	5,418.75		015582		
I-9009678361	Electrical Supplies for E & M	R	7/02/2013	808.91		015582		
I-9009678362	Electrical Supplies for E & M	R	7/02/2013	420.34		015582		
I-9009678366	Electrical Supplies for TP	R	7/02/2013	299.05		015582		
I-9009678425	Electrical Supplies for E & M	R	7/02/2013	204.12		015582		
I-9009678457	Logix Processor for TP	R	7/02/2013	7,678.40		015582		
I-9009678717	Hubble Receptacle, Telemetry	R	7/02/2013	194.34		015582		15,023.91
00873	CSAC EXCESS INSURANCE AUTHORIT							
I-14100030	Excess Workers' Comp	R	7/02/2013	85,634.00		015583		85,634.00
01001	CUSTOM PRINTING							
I-123979	Day Use Hang Tags Printed	R	7/02/2013	1,083.60		015584		
I-124123	Envelopes for Stock	R	7/02/2013	205.76		015584		
I-124140	Summer Newsletter Printing	R	7/02/2013	3,996.00		015584		5,285.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02034	D.K. Mechanical							
I-2674	Service/Repair #109 Backhoe	R	7/02/2013	392.21		015585		
I-2675	Repair #86 Battery Issues	R	7/02/2013	576.34		015585		968.55
00079	DANIELS TIRE SERVICE							
I-250060475	2 Tires for 114, Skip Loader	R	7/02/2013	610.15		015586		
I-250060755	2 Tires for #267, Spray Rig	R	7/02/2013	373.02		015586		983.17
02480	David Taussig & Associates, In							
I-1305059	Professional Services 4/13	R	7/02/2013	2,396.81		015587		2,396.81
10210	DIRECT TV							
I-070113	Service for 2013/2014	R	7/02/2013	2,991.24		015588		
I-20638454973	Directv at LCRA Balance Due	R	7/02/2013	72.00		015588		3,063.24
00085	DON'S INDUSTRIAL SUPPLIES, INC							
I-351827	Fittings for Hose Repair, #55	R	7/02/2013	16.88		015589		
I-351838	Exchange for Correct Fitting	R	7/02/2013	4.38		015589		
I-351919	Buna Gaskets for O&M CS	R	7/02/2013	11.41		015589		32.67
00086	E.J. Harrison & Sons Inc							
I-4889	Acct#1C00053370	R	7/02/2013	114.55		015590		
I-4912	Acct#1C00054230	R	7/02/2013	2,004.00		015590		2,118.55
00095	FAMCON PIPE & SUPPLY							
I-150610	Flanges for Upper Ojai Res	R	7/02/2013	198.88		015591		
I-150625	Parts to Repipe Meter	R	7/02/2013	795.50		015591		
I-150637	Replace Reclaim System Meter	R	7/02/2013	459.62		015591		
I-150724	Replace 4" Valve on Rice	R	7/02/2013	666.50		015591		
I-150786	Gauges for Warestock	R	7/02/2013	96.75		015591		
I-150789	Ball Valves, Corp Stop, WH	R	7/02/2013	1,109.40		015591		
I-150790	Gaskets, Cap for TP	R	7/02/2013	56.98		015591		
I-150942	Corp Stops, Couplings for WH	R	7/02/2013	709.39		015591		4,093.02
00093	FEDERAL EXPRESS							
I-231265039	Shipping for LCRA	R	7/02/2013	8.56		015592		8.56
00013	FERGUSON ENTERPRISES INC #1083							
I-0440048	Pipe Freezer Kit for Pipelines	R	7/02/2013	3,198.13		015593		3,198.13
00099	FGL ENVIRONMENTAL							
C-303594C	Credit for Discount 303594A	R	7/02/2013	6.75CR		015594		
D-303594C	Reverse Credit Memo, Ck Rcvd	R	7/02/2013	6.75		015594		
I-300779C	Sub Contracted UCMR	R	7/02/2013	120.00		015594		
I-300780C	Sub Contracted UCMR	R	7/02/2013	120.00		015594		
I-303599A	Sub Contracted UCMR	R	7/02/2013	1,065.00		015594		
I-303600A	Sub Contracted UCMR	R	7/02/2013	355.00		015594		
I-305062A	Wet Chemistry-NO3	R	7/02/2013	43.00		015594		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-305063A	Wet Chemistry-NO3	R	7/02/2013	18.00		015594		
I-305553A	Wet Chemistry-NO3	R	7/02/2013	43.00		015594		
I-305554A	Metals, Total-Mn	R	7/02/2013	61.20		015594		1,825.20
	Pickup Fee Short Paid, Paid with 305553A							
00101	FISHER SCIENTIFIC							
I-7673286	Culture Tubes for Lab	R	7/02/2013	109.02		015595		
I-8324186	Lab Testing Supplies	R	7/02/2013	259.59		015595		368.61
00104	FRED'S TIRE MAN							
I-67327	Mount Slims for #267	R	7/02/2013	44.25		015596		
I-67391	2 Tires for #35, Engineering	R	7/02/2013	397.89		015596		
I-67504	Flat Repair on Cement Mixer	R	7/02/2013	15.00		015596		457.14
00106	FRONTIER PAINT							
I-F180718	Paint Supplies for FVPP	R	7/02/2013	153.22		015597		153.22
01280	FRY'S ELECTRONICS, INC.							
I-5056349	Computer Monitor, Engineering	R	7/02/2013	155.19		015598		
I-5071293	Wireless Access Point for IT	R	7/02/2013	64.79		015598		219.98
00109	G&S BUILDING SUPPLIES, INC							
I-790981	Aluminum Flashing for Camp B	R	7/02/2013	5.04		015599		5.04
00216	THE GAS COMPANY							
I-062713	Acct#18231433006	R	7/02/2013	52.64		015600		
I-062713A	Acct#00801443003	R	7/02/2013	1,020.00		015600		1,072.64
02158	Google, Inc.							
I-6238136	Google Apps Service	R	7/02/2013	796.25		015601		796.25
00115	GRAINGER, INC							
I-9169614329	Filter Screens for Spray Rig	R	7/02/2013	7.25		015602		
I-9171581417	Battery Packs for Telemetry	R	7/02/2013	140.49		015602		
I-9171581425	Disposable Gloves for E & M	R	7/02/2013	39.95		015602		187.69
00121	HACH COMPANY							
I-8347235	Conductivity Probe for Lab	R	7/02/2013	444.51		015603		444.51
00122	BILL HICKS							
I-May & Jun 13	Reimburse Mileage 5/13, 6/13	R	7/02/2013	256.51		015604		256.51
00127	INDUSTRIAL BOLT & SUPPLY							
I-00135656	Restock Nuts & Bolts, Warehouse	R	7/02/2013	356.90		015605		
I-00135667	Chain for Playground Bars	R	7/02/2013	54.83		015605		411.73

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00131	JCI JONES CHEMICALS, INC							
I-584663	Chlorine for TP, CM#584681	R	7/02/2013	1,770.00		015606		
I-585316	Chlorine for TP, CM#585371	R	7/02/2013	1,770.00		015606		
I-585774	Chlorine for TP, CM#585781	R	7/02/2013	1,770.00		015606		5,310.00
01022	KELLY CLEANING & SUPPLIES, INC							
I-2523652	LCRA Office Cleaning	R	7/02/2013	280.00		015607		280.00
01272	LISA KOLAR							
I-062713	DMV Physical	R	7/02/2013	140.00		015608		140.00
00759	LAFCO							
I-062013	Apportionment of Net Costs	R	7/02/2013	11,184.00		015609		11,184.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-142317427	Pool Chemicals for Waterpark	R	7/02/2013	238.88		015610		
I-142317463	Pool Chemicals for Waterpark	R	7/02/2013	323.22		015610		562.10
00328	LIGHTNING RIDGE							
I-5221301	T-Shirts for Treatment Plant	R	7/02/2013	355.12		015611		
I-9414	Shirts for Waterpark	R	7/02/2013	351.74		015611		706.86
00527	LINCOLN EQUIPMENT, INC							
I-SI215177	Aquatapoxy Patch, Lazy River	R	7/02/2013	996.25		015612		996.25
02491	Marshall's Bodacious BBQ							
I-1307628	Food for Retirement BBQ	R	7/02/2013	293.85		015613		293.85
02329	Matson Company							
I-38653	Powder Coating for TP	R	7/02/2013	268.75		015614		268.75
00151	MEINERS OAKS ACE HARDWARE							
I-557447	Tubing, Elbow for Waterpark	R	7/02/2013	12.58		015615		
I-557894	Breaker, Duct Tape for Maint	R	7/02/2013	42.55		015615		
I-558143	Gloves, PVC Glue for Waterpark	R	7/02/2013	47.40		015615		
I-558684	Insect Spray, Menderhose, E&M	R	7/02/2013	34.89		015615		
I-558761	Toilet Repair Parts for Maint	R	7/02/2013	23.70		015615		
I-558890	Duct Tape, Foil for Camp B	R	7/02/2013	17.80		015615		
I-558904	WD-40, Pliers for Waterpark	R	7/02/2013	25.40		015615		
I-558938	PVC Caps for LCRA Maint	R	7/02/2013	6.97		015615		
I-559122	Light Bulbs for Dist Maint	R	7/02/2013	13.96		015615		
I-559307	Sprinkler Parts for Waterpark	R	7/02/2013	28.15		015615		
I-559314	Pruner, Hand Weeder for DM	R	7/02/2013	27.08		015615		
I-559408	Riser Adapter for Waterpark	R	7/02/2013	3.31		015615		
I-559749	Flex-Tech for Waterpark	R	7/02/2013	37.16		015615		
I-560070	Car Wash Soap, Dist Maint	R	7/02/2013	5.90		015615		
I-560176	Hammer, Glue, Batteries O&M CS	R	7/02/2013	27.06		015615		
I-560189	Acetone for Waterpark	R	7/02/2013	18.09		015615		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-560272	Air Conditioner for Warehouse	R	7/02/2013		236.49	015615	
	I-560374	Supplies for A/C Install, WH	R	7/02/2013		20.77	015615	
	I-560546	Bug Repellant, Telemetry	R	7/02/2013		15.93	015615	
	I-560665	Padlock, Flagging Tape, WP	R	7/02/2013		65.84	015615	711.03
09342	MERRIMAN PAVING & EXCAVATING							
	I-061713	Various Asphalt Patching	R	7/02/2013		25,500.00	015617	25,500.00
0980	MISCO							
	I-CF8910	Chlorine Injection Parts, TP	R	7/02/2013		817.88	015618	817.88
0163	OFFICE DEPOT							
	I-661875303001	Office Supplies	R	7/02/2013		224.16	015619	
	I-662352305001	Office Supplies	R	7/02/2013		485.67	015619	
	I-662352497001	Office Supplies	R	7/02/2013		50.62	015619	
	I-662358014001	Office Supplies	R	7/02/2013		432.03	015619	1,192.48
02189	Office Max, Inc							
	I-149297	Copy Paper for District	R	7/02/2013		332.07	015620	332.07
01570	Ojai Auto Supply LLC							
	I-280552	Oil for Cement Mixer, E&M	R	7/02/2013		8.26	015621	
	I-280627	Belt for Cement Mixer	R	7/02/2013		53.08	015621	61.34
0165	OJAI LUMBER CO, INC							
	I-1306627425	Cement, Batteries for Fairview	R	7/02/2013		18.25	015622	18.25
0168	OJAI VALLEY NEWS							
	I-02729344001	Public Hearing Notice	R	7/02/2013		20.00	015623	
	I-02729347001	Public Hearing Notice	R	7/02/2013		16.00	015623	36.00
0383	ON DUTY UNIFORMS & EQUIPMENT							
	I-114903	Uniform Shirt for APSO	R	7/02/2013		69.34	015624	69.34
02546	Francisco Pacheco							
	I-062113	Camping Fee Refund	R	7/02/2013		80.00	015625	80.00
01439	PRECISION POWER EQUIPMENT							
	I-1937	Weedwacker Line for DM	R	7/02/2013		64.49	015626	
	I-1938	Filters for Waterpark	R	7/02/2013		31.19	015626	
	I-1939	Saw Blades for Pipelines	R	7/02/2013		93.02	015626	
	I-1944	Chains for District Chainsaws	R	7/02/2013		59.10	015626	247.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00968	PRIMARY FLOW SIGNAL, INC I-10748 Flow Meter 3M Pump Plant	R	7/02/2013	8,800.00		015627		8,800.00
10042	PSR ENVIRONMENTAL SERVICE, INC I-6054 Gas Tank Inspections, LCRA I-6055 Gas Tank Inspections, Main Yard	R R	7/02/2013 7/02/2013	235.00 235.00		015628 015628		470.00
02548	James Ariel Quiroz I-063013 Waterpark Refund	R	7/02/2013	36.00		015629		36.00
02475	Rutan & Tucker, LLP I-665326 Prof Svcs 5/13 Acct#0295180001	R	7/02/2013	42,730.86		015630		42,730.86
01109	SALVADOR LOERA TRANSPORTATION I-12312 Fill Sand for Pipeline Yard I-15103 Fill Sand for Pipeline Yard	R R	7/02/2013 7/02/2013	342.96 342.96		015631 015631		685.92
02547	Erika Sanchez I-062113 Waterpark Refund	R	7/02/2013	120.00		015632		120.00
00215	SOUTHERN CALIFORNIA EDISON I-062713 Acct#2210507034 I-062813 Acct#2210503702 I-070213 Acct#2210502480 I-070213A Acct#2210505426 I-070213B Acct#2237789169 I-070213C Acct#2269631768	R R R R R R	7/02/2013 7/02/2013 7/02/2013 7/02/2013 7/02/2013 7/02/2013	11,038.40 4,849.67 101,794.34 1,876.74 26.75 23.39		015633 015633 015633 015633 015633 015633		119,609.29
02202	Stanley Pest Control I-248447 Yellow Jacket Removal	R	7/02/2013	85.00		015634		85.00
00047	STATE WATER CONTRACTORS I-2013-2014 Membership Dues	R	7/02/2013	30,463.00		015635		30,463.00
02057	Swank Motion Pictures, Inc. I-RG1816242 Movie for Movie Night	R	7/02/2013	321.00		015636		321.00
02155	The Light House Inc. I-0879408 Tail Lights for Pump Truck #88	R	7/02/2013	212.96		015637		212.96
02527	Traffic Technologies LLC I-11874 Custom Signs for LCRA I-11887 Custom Signs for LCRA I-12780 Warning Signs for Disc Golf	R R R	7/02/2013 7/02/2013 7/02/2013	183.06 267.41 149.69		015638 015638 015638		600.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00364	TRI-COUNTY OFFICE FURNITURE I-98896 Chairs for Breakroom, Dist Ofc	R	7/02/2013	1,032.00		015639		1,032.00
00185	Univar USA Inc I-LA897322 Sodium Hypochlorite for WP I-LA901524 Sodium Hypochlorite for WP	R R	7/02/2013 7/02/2013	1,384.34 2,445.88		015640 015640		3,830.22
00243	VALLEY EQUIPMENT I-10701 Propane for Shop Forklift I-10704 Belts for Compressor, Pipeline	R R	7/02/2013 7/02/2013	77.40 19.19		015641 015641		96.59
00254	VENTURA LOCKSMITHS I-11623 Locks for Engineering	R	7/02/2013	7.53		015642		7.53
00256	VENTURA RENTAL CENTER, INC. I-1448353 Excavator Rental for Leak I-1450953 Excavator Rental for Leak I-1452253 Excavator Rental for Leak	R R R	7/02/2013 7/02/2013 7/02/2013	1,245.25 1,015.50 580.22		015643 015643 015643		2,840.97
00257	VENTURA RIVER COUNTY WATER I-063013 ACct#0537500A I-063013A Acct#0350100A	R R	7/02/2013 7/02/2013	64.52 14.70		015644 015644		79.22
00271	WEST COAST AIR CONDITIONING I-S48785 PM Service for LCRA	R	7/02/2013	130.00		015645		130.00
00330	WHITE CAP CONSTRUCTION SUPPLY I-10000360632 Saw Blades for Pipelines	R	7/02/2013	421.16		015646		421.16
00274	JAMES WORD I-Jun 13 Reimburse Mileage 6/13	R	7/02/2013	77.97		015647		77.97
00489	STEVE WICKSTRUM I-Jun 13 Reimburse Mileage 6/13	R	7/02/2013	93.79		015648		93.79
	Stanley Lazuka I-000201306240724 TSRefund	R	7/02/2013	70.00		015649		70.00
	Stanley Lazuka I-000201306240722 TS Refund	R	7/02/2013	85.00		015650		85.00
	Timothy Mosdale I-000201306240723 TS Refund	R	7/02/2013	35.00		015651		35.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I	Paige Akrop UB Refund	R	7/02/2013	13.65		015652		13.65
J0048	STATE OF CALIFORNIA State Water Plan Payment	R	7/02/2013	615,577.00		015653		615,577.00
J0048	STATE OF CALIFORNIA State Water Plan Payment	R	7/02/2013	12,719.00		015654		12,719.00
J0128	INTERNAL REVENUE SERVICE Federal Withholding	D	6/27/2013	23,183.55		062731		
	I-T1 201306240721 Federal Withholding	D	6/27/2013	14,068.56		062731		
	I-T3 201306130719 FICA Withholding	D	6/27/2013	35.94		062731		
	I-T3 201306240721 FICA Withholding	D	6/27/2013	25,130.20		062731		
	I-T3 201306240725 FICA Withholding	D	6/27/2013	8,106.96		062731		
	I-T4 201306130719 Medicare Withholding	D	6/27/2013	8.40		062731		
	I-T4 201306240721 Medicare Withholding	D	6/27/2013	5,877.18		062731		
	I-T4 201306240725 Medicare Withholding	D	6/27/2013	1,895.98		062731		78,306.77
J0049	STATE OF CALIFORNIA State Withholding	D	6/27/2013	7,491.76		062732		
	I-T2 201306240725 State Withholding	D	6/27/2013	4,556.85		062732		12,048.61
J0187	CALPERS PERS BUY BACK	D	6/27/2013	142.74		062733		
	I-PER201306240721 PERS EMPLOYER PORTION	D	6/27/2013	10,341.41		062733		
	I-PER201306240725 PERS EMPLOYEE PORTION	D	6/27/2013	260.68		062733		
	I-PRR201306240721 PERS EMPLOYER PORTION	D	6/27/2013	12,511.44		062733		
	I-PRR201306240725 PERS EMPLOYER PORTION	D	6/27/2013	319.64		062733		23,575.91

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	104	1,203,999.20	0.00	1,203,999.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	113,931.29	0.00	113,931.29
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	107	1,317,930.49	0.00	1,317,930.49
BANK: AP	TOTALS:		107	1,317,930.49	0.00	1,317,930.49
REPORT TOTALS:			108	1,317,930.49	0.00	1,317,930.49

VOID Statedated CKS:

011448	24.43	012534	.08	013631	.59
011524	.30	012549	24.00	014070	2.59
012367	12.00	012890	37.00		

Total Statedated Checks < 100.99 >  
 1,317,829.50

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: July 1, 2013  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Recreation Committee Meeting of July 1, 2013

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.** Directors Kaiser and Hicks,  
General Manager Steve Wickstrum  
Park Services Manager Carol Belser  
  
Public: Dee Bennett, Casitas Rowing Club  
Gary Wolfe, Marina Concessions  
George Boston, Ventura County Comets  
Robert Dennis, Zip Line
  
2. **Public comments.** None.
  
3. **Board/Management comments.**  
Directors Kaiser inquired into the dropping of tree limbs near the event area, which may be a result of the recent heat wave, and the progress on the dimming of the Campground B lights. PSM Belser reported that the tree limb dropping and dimming of the lights is being attended to by staff.  
  
Director Hicks reported that the Ventura Star had an excellent article on the water park in today's edition. Also, the eagles appear to be ready to take flight from the nest.  
  
PSM Belser reported that the trolley ridership is increasing gradually each Saturday, no numbers were available from the last Saturday.
  
4. **Ventura County Comets, radio Control Flying Club discussion regarding the runway improvements.**  
Mr. Boston presented to the Committee a proposal to cover the existing asphalt runway with a geo-fabric material. There have been problems with the condition of the slurry seal applications that may be otherwise remedied by the geo-fabric. The fabric would be purchased and installed by the Club, with approvals and a little over-sight by Casitas. It was pointed out that the Bureau of Reclamation will be a part of the review and approval process. Mr. Boston was asked to work on the proposal with PSM Belser.

5. **Initial discussion regarding adding a Zip Line in the Recreation Area.**

PSM Belser introduced Mr. Robert Dennis to the Committee. Mr. Dennis has installed and operates the zip line near Steckel Park, Santa Paula Creek area, and has installed and operated many other zip line projects. Mr. Dennis discussed in general terms the operation of a zip line, presented photos of zip line towers, and expressed interest in the demographics of the park. The Committee asked questions of Mr. Dennis on various aspects of the zip line and suggested that Mr. Dennis to work with PSM Belser. The Committee expressed the need for care in developing the proposal, keeping with the theme of the park.

6. **Request from the Casitas Rowing Club for consideration of a donation towards a new dock.**

Dee Bennett reported to the Committee that the Rowing Club has been awarded \$20,000 grant from the LA 84 Committee and the Rowing Club has raised \$15,000 toward the purchase of a new rowing dock. There is an \$8,000 shortfall which the Rowing Club is asking Casitas to contribute. The concept is that the dock will be owned by Casitas and available for public use at Lake Casitas. Director Kaiser asked PSM Belser to look for other funding sources, such as the Bureau of Reclamation, before he could support the full funding of the \$8,000. This proposal will be moved forward to the Committee after additional funding sources are found by PSM Belser.

7. **Review of Incidents and Comments.**

PSM Belser reported that there had been a few minor incidents over the past month. It was noted that the Coyote Ramp bathrooms were tagged and that a formal report was filed with the Ventura County Sheriff.

PSM Belser reported on the snafu that occurred over Memorial Day regarding reservations for Thanksgiving. Staff had inadvertently taken telephone reservations prior to the start of the 6 month time period. PSM Belser has resolved the reservation with one party, but has not received any response to her letters from either of the two remaining parties.

The Committee was informed that the Ventura County Sheriff will be patrolling the Recreation Area on select summer evenings. The additional Sheriff resources will be paid for by the District. The Committee supported this direction.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: July 3, 2013  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Executive Committee Meeting of July 2, 2013

**RECOMMENDATION:**

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

**MEETING:**

1. **Roll Call.** Directors Jim Word and Bill Hicks  
General Manager Steve Wickstrum  
Principal Civil Engineer Neil Cole  
Legal Counsel Robert Krimmer
2. **Public Comments.** None.
3. **Board/Manager comments.**  
Robert Krimmer reminded the committee that it is likely that today the Environmental Protection Agency will be issuing the TMDLs for the Ventura River. The TMDLs will be available on the EPA website when issued.
4. **Discussion regarding possible participation in Chautauqua on the Future of Food in Ojai planned for November 2, 2013.**  
The Committee reviewed the information that was provided for the event and discussed in general terms the participation by the District. No conclusions were reached by the Committee. The Committee suggested that this item be brought to the Board for full discussion and direction.
5. **Association of California Water Agencies call for Candidate Nominations.**  
The General Manager reported that ACWA is requesting candidate nominations for the positions of Vice President and President of ACWA. The Committee suggested this be place in the Board agenda as information. There has generally been no prior interest by the Board to consider such nominations.
6. **Closed Session. Conference with Legal Counsel – Anticipated Litigation (Subdivision (b) of Section 54956.9, Government Code). One case.**  
President Word moved the meeting to closed session at 9:50 a.m.  
President Word moved the meeting back into open session at 10:35 a.m.  
Mr. Krimmer reported that the Committee met with general counsel and staff regarding the case and no action was taken.

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CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, PRINCIPAL ENGINEER  
**SUBJECT:** NATIVE ELECTRIC CONSTRUCTION INC APPEAL OF FINAL COST STATEMENT-ELECTRICAL UPGRADES TO CAMPGROUND B, SPECIFICATION 12-359  
**DATE:** JULY 5, 2013

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**RECOMMENDATION:**

Based on the information set forth in this staff report, it is recommended that the Board of Directors:

- 1) Reject Native Electric Construction Inc.'s ("NEC") request for an additional \$159,704.78;
- 2) Reject NEC's request for additional working days and waiver of predetermined liquidated damages; and,
- 3) Approve the Casitas Municipal Water District's ("District") Final Cost Statement for the contract between Casitas and NEC entitled "LCRA Electrical Upgrades to Campground B, Specification 12-359" ("Contract").

**BACKGROUND:**

**Unless otherwise noted, all references to Contract sections in this staff report refer to sections located in Contract Specifications Part B-General Conditions of the Contract.**

On June 5, 2013, Casitas submitted to NEC a Final Cost Statement for work performed by NEC under the Contract. A copy of the Final Cost Statement is attached.

In a letter dated June 10, 2013, NEC set forth certain disputes regarding the Final Cost Statement and requesting additional payments totaling \$159,704.78 as well as the elimination of predetermined liquidated damages. In that same letter, NEC requested an opportunity to present its disputes to the Casitas Board of Directors ("Board") prior to the Board's consideration of the matter pursuant to Section 59. A copy of the June 10, 2013 letter is attached.

At a regularly scheduled meeting of the Board held on June 26, 2013, the Board received information from NEC regarding the disputes outlined in NEC's June 10, 2013 letter. Information received by the Board included NEC's June 10, 2013 letter and attachments and other documentation as well as verbal information presented by NEC at the meeting.

In accordance with Section 59(c), the Board is required to investigate and consider the items of disagreement or dispute raised by NEC, and render, within a reasonable time, a decision as to the amount due NEC. (Section 59(c) provides as follows: "The Board shall investigate and consider the

items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.”)

This staff report and recommendations are provided to assist the Board in rendering a decision in this matter as required by Section 59(c). That decision should be based on the Board’s independent consideration of documents and verbal information provided by NEC and Casitas staff.

### **Summary:**

Casitas staff has reviewed and considered all information submitted by NEC to the Board on June 26, 2013. Based on that review and for the reasons outlined in this staff report, Casitas staff concludes that all disputes set forth by NEC are unwarranted and all claims made by NEC related to those disputes should be rejected by the Board following due consideration of information submitted.

Casitas staff advises the Board that the Final Cost Statement presented to NEC was revised after issuance. That revision reduced the predetermined liquidated damages for the days that some of the campgrounds were made available to Casitas. Payment for undisputed items listed in the Final Cost Statement is being processed.

### **Detail Discussion:**

Sections 58 and 59 set forth the procedures for disputing the Final Cost Statement as follows:

#### *58. Final Cost Statement.*

*(a) Final Cost Statement is a document which summarizes all of the Contractor's earnings under this contract and any amounts due the District from the Contractor, and from which the final payment is made.*

*(b) Upon completion of all of the work to be performed under this contract as set forth in Section 45, the Contractor shall submit for approval by the District in a form satisfactory to the District the amount and value of all acceptable work, and all extra work or changes approved by the District.*

*(c) The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereof, this District will prepare the Final Cost Statement document which shall be submitted to the Contractor for his acceptance and signature.*

*(d) Upon endorsement by the Contractor of the Final Cost Statement, the District shall accept the work and authorize the final payment according to Sections 61 and 62 hereof.*

#### *59. Disputed Final Payment.*

*(a) In the event that the Contractor and the District cannot mutually*

*agree as to the amount and value of the work, as set forth in this Final Cost Statement, the District will prepare the Final Cost Statement based upon the Engineer's determination of the amount and value of the work to which this Contractor may be entitled. Upon receipt of this Final Cost Statement, the Contractor shall file with the District within five (5) calendar days thereafter, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.*

*(b) The Board reserves the right to accept the work and file the necessary Notice of Completion.*

*(c) The Board shall investigate and consider the items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.*

*(d) The District will authorize payment of that portion of the Final Cost Statement to which the Contractor and the District have mutually agreed according to Section 58 hereof. Reference is made to Section 64 of these General Conditions.*

The project, as it currently exists, is virtually identical to the project described in the construction documents. Casitas has acknowledged and compensated NEC for those items that are not as originally scoped in the construction documents. Upon submitting a bid, NEC signed a statement (copy attached) that their proposal included all work necessary to provide the finished project as contained in the drawings and specifications. NEC also submitted with their bid, the bid sheet and a "Bidder's Plan for Construction" both of which identify a complete project. Both documents are attached.

NEC has requested an additional \$159,704.78 for a project NEC originally bid at \$150,000. In the case of disputed work the question is whether the contract documents require the work to be completed. If the disputed work is found to not be included in the construction documents, then the disputed work is to be paid for on a time and material basis, unless Casitas and NEC can agree on a price. The requirements for establishing the time and material cost is contained in Sections 14 and 16.

NEC's letter dated June 10, 2013 does not state the basis for the claims being made as required by Sections 59(a) of the Contract. Further, the cost estimates provided by NEC in support of their disputed items do not include the detailed cost breakdown with documentation as required by Sections 14 and 16.

Casitas' inspector is well within his authority to direct a contractor to complete work as specified in the construction documents. In its June 10, 2013 letter, NEC states the following: "As a result of the extra and disputed work performed, significant additional costs and time were required to complete the project pursuant to the direction provided within the numerous revisions identified by CMWD staff." Per Section 14, all extra work shall be ordered in writing before it is started. No extra work will be paid for unless ordered in writing. A Change Order is the only way extra work is authorized by Casitas. All Change Orders must be signed by the General Manager or the Board of Directors. Therefore, all of the disputes enumerated by NEC are governed by Section 16 - "Disputed Work."

None of NEC's disputed items are considered either "Extra Work" as described in Section 14 or work resulting from "Changed Conditions" as described in Section 15. Again, Casitas' inspector can direct NEC to proceed with work that is included in the construction documents without, as NEC seeks to argue, that direction constituting a change resulting in compensable increased costs to NEC.

NEC requested a total of 92 additional working days for disputed work on the project. This would put the required completion date for the project as August 27, 2013. The project was substantially complete on May 29, 2013. Given the differential, it appears that NEC has intentionally inflated the amount of time required to complete the disputed items.

The following paragraphs list staff responses to the eight individual items listed in the first paragraph of NEC's June 10, 2013 letter. The following paragraphs list each of the eight specific items in bold followed by the Casitas staff's response.

**NEC ITEM (1): CATV revisions final direction provided on 4/11/13. (\$29,250.00)**

Casitas' staff responded to this NEC claim in a letter from Casitas to NEC dated June 11, 2013 under Item 1-CATV Installation Items 1-3. The June 11, 2013 letter is attached, and the pertinent Casitas' response contained therein is reproduced below in italics:

*The contract documents require Native Electric Construction, Inc. (NEC) to re-install the CATV system. See Page A-8, Bid Sheet, Part C 3.c.5, Part E 3.c.3, Part K 3 and 4 (Measurement and Payment), Drawing 2992 Sheet 2 Note 2 and Drawing 2995 Sheet 5.*

*NEC was allowed to re-use the existing conduit. NEC chose to demolish the existing system. Therefore NEC was required to replace the previous system. The only "upgrade" or "change" from the existing system requested by Casitas was the addition of 16 node boxes. Casitas has agreed that this is a change and has agreed to payment on a time and material basis. Casitas has established the time and material amount per Part B 14.i as NEC failed to provide invoices for the materials or time sheets for this work. Amount of this change allowed by Casitas - \$1671.15. Casitas also allowed two extra work days for this change. To date, NEC has not installed the conductor (wire).*

*NEC offered and Casitas accepted verbally an alternative that included NEC installing the cable TV conduit and the node boxes but not the cable TV conductor (wire). This was a "no cost change" to either party offer. NEC never followed up on the offer. The acceptance from Casitas of this offer still stands.*

*NEC's request for additional funds in the amount of \$29,520 is denied except for the time and material costs for the node installation. The amount allowed by Casitas for the additional node installation is \$1671.15.*

All of the work required to installed the CATV conduit is included in the contract documents with the exception of the node installation. Therefore, NEC's request for an additional \$29,250.00 should be denied.

**NEC ITEM (2): Revisions to include upgraded wire sizes, additional in ground pull boxes, revised panel locations, and restroom upgrades as required by the 3/11/13 and 4/5/13 Single Line diagrams. (\$73,380.86)**

The contract documents intentionally did not include a single line diagram nor specify the wire size for the pedestals to allow the contractor flexibility in construction. It was up to the contractor to determine the size of wire needed to provide a fully functioning system based on the conduit runs the contractor chose. Casitas only provided a single line diagram at NEC's request. NEC had finished most of the trenching and therefore determined the conduit runs making it possible for Casitas to provide the line diagram. NEC was free to propose alternatives.

Casitas' staff responded to this NEC claim in a letter from Casitas to NEC dated June 11, 2013 under Items 2 through 5. The June 11, 2013 letter is attached, and the pertinent Casitas' response contained therein is reproduced below in italics:

*Item 2-Complete revisions associated with single line diagrams not identified at bid time...*

*No single line diagram was provided to allow the bidder/contractor the discretion of identifying the most cost effective method of installing the required equipment. The single line diagram was provided to NEC at NEC's request. It was provided as a courtesy and represented an acceptable means of construction but was not the only acceptable means of construction. NEC was free to provide alternatives and to use any method that met the contract method requirements. Casitas did not direct NEC to upgrade any additional pedestal wiring to 50 amps. Casitas did authorize by change order upgrading all pedestals to 50 amp pedestals but not to upgrade the wiring for 50 amp service. The electrical service is insufficient to handle fifty 50 amp pedestals at this time.*

*The requirement to furnish and install conduit and wire meeting the National Electric Code requirements to the 30 amp and 50 amp pedestals is contained in the Contract Documents at Page A-8 Bid Sheet, Part C 3.c, Part E (Part E 3.c.3 requires all new wire) in its entirety, Part K 3 and 4 (Measurement and Payment), Drawing 2992 Sheet 2 Notes 1, 2, 3, 4, and 14, Drawing 2993 Sheet 3, Drawing 2995 Sheet 5 and Addendum 1. NEC's request for an additional \$47,833.80 is denied in its entirety"*

NEC installed conduit and conductors (wire) as required by the specifications drawings; 30 amp sized conductors to forty 30 amp panels and 50 amp sized conductors for the ten 50 amp pedestals. The contract documents do not allow a contractor to re-use existing conductors as NEC has now stated was its plan for wiring. No additional payment is required as the work is included in the contract documents.

*Item 3-Relocate Subpanel DB 3 ...*

*Casitas allowed the subpanel to be relocated. The relocation saved NEC*

*considerable costs by reducing the wire lengths and wire size needed to install the pedestals. NEC was free to install DB 3 at the location shown on the plans. Casitas believes NEC could owe Casitas for the reduction in costs. This item can only be classified as "Extra Work" per Part B 14.a of the construction documents if the work was ordered in writing by Casitas and signed by the General Manager. No such order was authorized by Casitas. NEC's request for additional funds in the amount of \$6700 is denied in its entirety.*

NEC had full discretion to install subpanel DB 3 in the original location according to plan, but chose to relocate subpanel DB 3 to reduce the length and size of conductors. This was NEC's choice, the District did not object to the change in location. No additional payment is required for decisions made by the contractor.

*Item 4-Furnish and install conduit and in ground boxes ...*

*Mr. Evans is not authorized to approve change orders. Only the General Manager or the Board of Directors has authority to authorize change orders. Mr. Evans did not direct NEC to install the pull boxes. This item can only be classified as "Extra Work" per Part B 14.a of the construction documents if the work was ordered in writing by Casitas and signed by the General Manager. No such order was authorized by Casitas. NEC chose to not install the panels per plan. Mr. Evans did accept NEC's alternative as allowed by Part B 18. NEC was free to install the required conduit and conductors per the construction documents. The alternative saved NEC a significant amount of time. NEC's request for an additional \$9,900 is denied in its entirety.*

NEC chose to install the conduit and ground boxes. Casitas did not require the ground boxes to be installed. No additional payment is required for decisions made by the contractor.

*Item 5-Furnish and Install Conduit and Conductors for Restrooms ...*

*The contract documents require the installation of conductors for the restrooms subpanel on Page A-8 (Bid Sheet), Part C 1, Part C 3.c.8, Part E, Part K and Drawing No. 2992 Sheet 2 Plan and notes 6 and 7. Note 7 allows the contractor to re-use the existing conduit. NEC chose not to use the existing conduit. NEC's request for additional funds in the amount of \$8,817.88 is denied in its entirety.*

The construction documents clearly require the restroom subpanels to be wired to the new system. NEC chose to install new conduit rather than use the existing conduit. No additional payment is required for decisions made by the contractor.

Therefore, for NEC Item (2) in its entirety, no additional payment is justified and NEC's claim \$73,380.86 should be denied.

**NEC ITEM (3): Main water line work performed. (\$4,150.00)**

Casitas' staff responded to this NEC claim in a letter from Casitas to NEC dated June 11, 2013 under Item 8-Waterline Revisions. The June 11, 2013 is attached and the pertinent Casitas response contained therein is reproduced below in italics:

*The contract documents include protection of existing facilities and the installation of new hose bibs. See Page A-8 (Bid Sheet), Part B 25.d, Part C 1, Part C 3.c.7, Part G 3 and 9, Part H, Part K 4 and Drawing 2295 Sheet 5 Hose Bib Detail.*

*Each camp site had an existing hose bib. NEC was provided with "As-Built" drawings for Campground B that included the drinking water system. NEC chose to proceed with trenching without identifying the location of the existing system by potholing or other suitable means. Therefore NEC is responsible for the extra work caused by NEC's trenching for failing to protect the existing system by reasonable means. NEC's request for an additional \$4150.00 is denied.*

The contract documents require the contractor to repair all damage to existing improvements. The extra work required to install the replacement hose bib assembly was caused by NEC's chosen method of installation. Therefore, NEC's request for an additional \$4,150 should be denied.

**NEC ITEM (4): Additional Trench Excavation and backfill. (\$9,000.00)**

Casitas' staff responded to this NEC claim in a letter from Casitas to NEC dated June 11, 2013 under Item 7-Additional Trench Excavation and Backfill. The June 11, 2013 is attached and the pertinent Casitas response contained therein is reproduced below in italics:

*The bid and construction documents are for a lump sum bid for a complete project. See Page A-8, Part C 1. Part E 2.d, Part F 4 and Part K. It was up to the bidder/contractor to determine where to trench and how big the trench needed to be to complete the project as described in the construction documents. No where in the construction documents does it specify a trench width of 6 to 12 inches. The documents specify a minimum trench depth only. Therefore the trench width required to complete the project as described in the construction documents was up to NEC to determine and include in their original bid price. Therefore, NEC's request for additional funds in the amount of \$9000 is denied in its entirety.*

The size of the trench was up to NEC to determine and include in their bid proposal. All trenching completed by NEC was within the scope of work contained in the construction documents. Therefore, NEC's request for an additional \$9000 should be denied.

**NEC ITEM (5): Additional Equipment Charges. (\$2,268.00)**

Casitas' staff responded to this NEC claim in a letter from Casitas to NEC dated June 11, 2013 under Item 8-The Equipment Listed was Necessary. The June 11, 2013 is attached and the pertinent Casitas response contained therein is reproduced below in italics:

*Casitas is unclear as to what items the equipment was used to complete. NEC's*

*request for additional funds is not based on a time and material basis, therefore any equipment cost should have been included in the requested amount. See Part A Page 8 (Bid Sheet) Part C 1 and Part K. On those items that Casitas has approved on a time and material basis, Casitas will be happy to consider the appropriate equipment charges. Equipment charges are to be based on the terms contained in the contract documents Part B 14.g and i.*

NEC's claim is unclear. Therefore, NEC's request for an additional \$2,268.00 should be denied.

**NEC ITEM (6): Scope with providing an additional campsite with all items identified on the contract plans. (\$3,000.00)**

Contract Specifications Part C Special Conditions Sections 3(c)(3), 3(c)(4) and 3(c)(5) of the Contract, Drawing #2992 Sheet 2, Notes 3 and 4 requires Campsites 1 through 24 and campsites 38 through 63 to have the pedestals replaced and wired in a radial configuration, for a total of 50 pedestals. NEC has failed to show that they were required to install a pedestal at a campsite beyond those 50 campsites listed in the Contract.

50 pedestals were required by the contract and 50 pedestals were installed. Therefore, NEC's request for an additional \$3,000.00 should be denied.

**NEC ITEM (7): Extra work associated with removing and replacing existing conductors in place to accommodate the revisions required by 3/11 and 4/5 Single Line Diagrams. (\$16,500.00)**

NEC has not provided any justification for extra work claimed. All work is within the scope of the construction documents. Therefore, NEC's request for an additional \$16,500 should be denied.

**NEC ITEM (8): Modifications necessary to accommodate the existing concrete slab and conduits at metered switchboard location. (\$5,930.00)**

NEC has not provided any substantiation for their claim of disputed work. NEC has not provided detailed time sheets, invoices or any other items to substantiate the cost claimed by NEC as required under Section 16(b). NEC selected the replacement panel and chose the method for adjusting the pad to work with the NEC selected replacement panel. Contract Specification Part C Special Conditions Sections 1, 3(c)(1), Contract Specifications Part D Concrete and Reinforcing Steel, Contract Specifications Part K Measurement and Payment, and Contract Drawings #2992 and #2993 cover the installation of the pad for the main service panel.

All work is within the scope of the construction documents. Therefore NEC's request for \$5,930.00 should be denied.

**Additional Disputes**

In addition to the eight disputed items discussed above, NEC's June 10, 2013 letter set forth additional disputes. Each of these disputes is discussed below with the NEC dispute bolded followed

by the Casitas staff response:

**NEC Inc. disputes CMWD is entitled to the credits claimed identified in your June 5, 2013 correspondence:**

Casitas has not claimed any credits in the final cost statement. Casitas noticed NEC that Casitas reserved the right to the potential credits listed in the correspondence and continues to reserve the rights to those credits.

**NEC, Inc. disputes CMWD is entitled to any liquidated damages.**

Predetermined liquidated damages fall under Sections 22(a), 23 and 24.

NEC asserts that it should not be liable for predetermined liquidated damages based on the three claims listed in their letter dated June 10, 2013.

Section 22(a) allows for an extension if equipment is properly ordered. Casitas approved NEC's submittal of the 400 amp panel on February 12, 2013. NEC should have ordered the panel very shortly thereafter. **NEC did not order the panel until March 22, 2013.** The panel arrived at the job site on May 8, 2013. If NEC had ordered the panel the day after Casitas approved the panel, the delivery date would have been the end of March. This delivery date would have provided plenty of time for NEC to install the panel. Since the delay was caused by NEC, NEC is not eligible for a time extension under the terms of the contract. NEC did not reach substantial completion on the project until May 29, 2013 because of NEC's unwillingness to complete other items of work, such as pulling conductors, placing concrete and wiring the pedestals to the subpanels. This was all NEC's choice.

The second claim for a time extension is the CATV installation. The CATV installation is disputed work under NEC Item 1 discussed above. All work related to the CATV is included in the construction documents, except for the addition of the node for which two extra work days were provided. Therefore, NEC is not eligible for additional work days for this item.

The third claim for a time extension relates to the single line diagram. The single line diagram was not part of the contract documents and is not necessary to complete this project. Conductor sizes were to be determined by the contractor based on the contractor's selected conduit routes. NEC requested Casitas to provide a single line diagram and Casitas provided one. However, NEC did not like the single diagram provided. After some discussion between NEC and Casitas, Casitas provided a revised single diagram. Casitas was under no contractual obligation to provide a single line diagram. Casitas provided the single line diagram and revised single line diagrams at NEC's request as documented in the letter dated March 5, 2013 with responses and subsequent correspondence.

All of the delays related to the single line diagram are related to NEC's inability or unwillingness to develop a contractor's plan for installation.

**NEC's "Additional Cost" Schedule Submitted with NEC's Appeal of Final Cost Statement**

NEC submitted an additional cost schedule (dated June 10, 2013) with their appeal of the Final Cost

Statement. The cost schedule contains both the extra costs associated with NEC's disputed work and their request for additional work days. Below is a discussion of the both of these items.

### **Additional Cost Associated w/Proposed Final Cost Statement**

NEC provided a cost breakdown for their claim on the disputed work. NEC did not furnish the documentation to support the cost breakdown as required by Section 16 and Section 14. Specifically, NEC did not provide the name, classification and hours worked of the workers used on the extra work, a description and the amount of materials used, the type, size, and hours of operation of equipment used or Vendor's invoices.

In fact, some of the work appears to be claimed twice, such as additional excavation for the CATV system and then again under "Additional excavation and backfill required." The CATV conduits were installed in the same trench as the electrical conduit. The additional cost list provided by NEC does not satisfy the time and material documentation required by Section 16 and Section 14.

### **Additional Work Day Request**

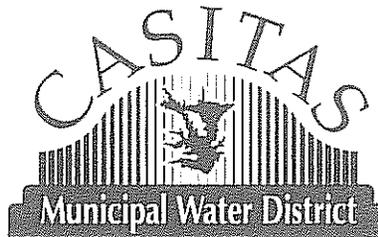
NEC's request for additional work days to complete the disputed items should be rejected because, for the reasons stated above, those disputed items are unsubstantiated and non-compensable.

## **FINAL COST STATEMENT**

Prepared June 5, 2013-Revised June 18, 2013

Base Bid		\$150,000
Change Order No. 1		\$5,893.86
Change Order No. 2		\$6,630.45
Extra Work		
Provide and install 16 node boxes		\$1,671.15
Provide and place additional concrete for service panel pad		\$150.54
Predetermined Liquidated Damages (LD)		
Notice to Proceed	2/8/2013	
Working Days Allowed	30	
Additional days by Change Order	15	
Additional days by Extra Work	2	
Required Completion Date	4/17/2013	
Partial Completion Date	5/24/2013	
Substantial Completion Date	5/29/2013	
No. of days subject to partial LD's	5	
No. of days subject to full LD's	37	
Partial LD amount per day (24/50)x\$500	\$240	
LD amount per day	\$500	
Total amount of partial LD-5 x \$240	\$1,200	
<u>Total amount of full LD- 37 x \$500/day</u>	<u>18500</u>	<u>(\$19,700.00)</u>
<b>Final Contract Amount</b>		<b>\$144,646.00</b>

Final cost statement assumes all punch list items are completed, including but not limited to, providing and installing cable TV wire, fencing and plastic posts.



June 11, 2013

Will Hobbs  
Native Electric Construction, Inc.  
P.O. Box 3010  
Ramona, CA 92065

Subject: Response to Native Electric Construction, Inc "Change Order #6"  
(Native Electric Construction, Inc. terminology) dated June 6, 2013

Dear Mr. Hobbs

Below please find Casitas' response to the subject "Change Order #6" (NEC's terminology).

For all items below, reference is made to Sheet A-8 (Bid Sheet), Part C.1 and Part K (Measurement and Payment) in addition to any other references made under the specific item.

Item 1-CATV Installation Items 1-3

The contract documents require Native Electric Construction, Inc. (NEC) to re-install the CATV system. See Page A-8, Bid Sheet, Part C 3.c.5, Part E 3.c.3, Part K 3 and 4 (Measurement and Payment), Drawing 2992 Sheet 2 Note 2 and Sheet 5.

NEC was allowed to re-use the existing conduit. NEC chose to demolish the existing system. Therefore NEC was required to replace the previous system. The only "upgrade" or "change" from the existing system requested by Casitas was the addition of 16 node boxes. Casitas has agreed that this is a change and has agreed to payment on a time and material basis. Casitas has established the time and material amount per Part B 14.i as NEC failed to provide invoices for the materials or time sheets for this work. Amount of this change allowed by Casitas - \$1671.15. Casitas also allowed two extra work days for this change. To date, NEC has not installed the conductor (wire).

NEC offered and Casitas accepted verbally an alternative that included NEC installing the cable TV conduit and the node boxes but not the cable TV conductor (wire). This was a "no cost change" to either party offer. NEC never followed up on the offer. The acceptance from Casitas of this offer still stands.

NEC's request for additional funds in the amount of \$29,520 is denied except for the time and material costs for the node installation. The amount allowed by Casitas for the additional node installation is \$1671.15.

Item 2-Complete revisions associated with single line diagrams not identified at bid time...

No single line diagram was provided to allow the bidder/contractor the discretion of identifying the most cost effective method of installing the required equipment. The single line diagram was provided to NEC at NEC's request. It was provided as a courtesy and represented an acceptable means of construction but was not the only acceptable means of construction. NEC was free to provide alternatives and to use any method that met the contract method requirements. Casitas did not direct NEC to upgrade any additional pedestal wiring to 50 amps. Casitas did authorize by change order upgrading all pedestals to 50 amp pedestals but not to upgrade the wiring for 50 amp service. The electrical service is insufficient to handle fifty 50 amp pedestals at this time.

The requirement to furnish and install conduit and wire meeting the National Electric Code requirements to the 30 amp and 50 amp pedestals is contained in the Contract Documents at Page A-8 Bid Sheet, Part C 3.c, Part E (Part E 3.c.3 requires all new wire) in its entirety, Part K 3 and 4 (Measurement and Payment), Drawing 2992 Sheet 2 Notes 1, 2, 3, 4, and 14, Sheet 3, Sheet 5 and Addendum 1. NEC's request for an additional \$47,833.80 is denied in its entirety.

Item 3-Relocate Subpanel DB 3 ...

Casitas allowed the subpanel to be relocated. The relocation saved NEC considerable costs by reducing the wire lengths and wire size needed to install the pedestals. NEC was free to install DB 3 at the location shown on the plans. Casitas believes NEC could owe Casitas for the reduction in costs. This item can only be classified as "Extra Work" per Part B 14.a of the construction documents if the work was ordered in writing by Casitas and signed by the General Manager. No such order was authorized by Casitas. NEC's request for additional funds in the amount of \$6700 is denied in its entirety.

Item 4-Furnish and install conduit and in ground boxes ...

Mr. Evans is not authorized to approve change orders. Only the General Manager or the Board of Directors has authority to authorize change orders. Mr. Evans did not direct NEC to install the pull boxes. This item can only be classified as "Extra Work" per Part B 14.a of the construction documents if the work was ordered in writing by Casitas and signed by the General Manager. No such order was authorized by Casitas. NEC chose to not install the panels per plan. Mr. Evans did accept NEC's alternative as allowed by Part B 18. NEC was free to install the required conduit and conductors per the construction documents. The alternative saved NEC a significant amount of time. NEC's request for an additional \$9,900 is denied in its entirety.

#### Item 5-Furnish and Install Conduit and Conductors for Restrooms ...

The contract documents require the installation of conductors for the restrooms subpanel on Page A-8 (Bid Sheet), Part C 1, Part C 3.c.8, Part E, Part K and Drawing No. 2992 Sheet 2 Plan and notes 6 and 7. Note 7 allows the contractor to re-use the existing conduit. NEC chose not to use the existing conduit. NEC's request for additional funds in the amount of \$8,817.88 is denied in its entirety.

#### Item 6-Metered Switchboard, Concrete Pad & existing Conduit Modifications

The pad for the metered switchboard is shown on Drawing 2992 Sheet 3 and 5. The metered panel selected by NEC and submitted for Casitas' approval was the same length as the required pad, 84 inches. This would have been acceptable to Casitas. The actual metered switchboard length was 84.5 inches. This necessitated increasing the length of the pad. Casitas has allowed, on a time and material basis, \$150.54 for the extra 0.15 cubic yards of concrete, additional formwork and two hours of labor, all with the mark-up as established under Part B 14.i of the contract documents..

The contract documents specified the re-use of the existing pad. The Contractor's means and methods are up to the Contractor to determine. NEC chose the method to modify the pad so it would work with the NEC selected metering switchboard.

NEC's request for additional funds in the amount of \$5,930 is denied except for the time and material costs for the additional concrete. The amount allowed by Casitas for the additional concrete is \$150.54.

#### Item 7-Additional trench excavation and backfill...

The bid and construction documents are for a lump sum bid for a complete project. See Page A-8, Part C 1. Part E 2.d, Part F 4 and Part K. It was up to the bidder/contractor to determine where to trench and how big the trench needed to be to complete the project as described in the construction documents. No where in the construction documents does it specify a trench width of 6 to 12 inches. The documents specify a minimum trench depth only. Therefore the trench width required to complete the project as described in the construction documents was up to NEC to determine and include in their original bid price. Therefore, NEC's request for additional funds in the amount of \$9000 is denied in its entirety.

#### Item 8-Waterline Revisions

The contract documents do not contain an item called "Field Order". All changes must be in writing and approved by the General Manager. The inspector/field engineer is only authorized to provide clarification on the intent of the contract documents.

The contract documents include protection of existing facilities and the installation of new hose bibs. See Page A-8 (Bid Sheet), Part B 25.d, Part C 1, Part C 3.c.7, Part G 3 and 9, Part H, Part K 4 and Drawing 2295 Sheet 5 Hose Bib Detail.

Each camp site had an existing hose bib. NEC was provided with "As-Built" drawings for Campground B that included the drinking water system. NEC chose to proceed with trenching without identifying the location of the existing system by potholing or other suitable means. Therefore NEC is responsible for the extra work caused by NEC's trenching for failing to protect the existing system by reasonable means. NEC's request for an additional \$4150.00 is denied.

Item 9-The equipment listed was necessary...

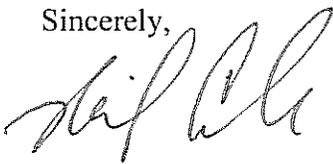
Casitas is unclear as to what items the equipment was used to complete. NEC's request for additional funds is not based on a time and material basis, therefore any equipment cost should have been included in the requested amount. See Part A Page 8 (Bid Sheet) Part C 1 and Part K. On those items that Casitas has approved on a time and material basis, Casitas will be happy to consider the appropriate equipment charges. Equipment charges are to be based on the terms contained in the contract documents Part B 14.g and i.

Item 10-Indirect Cost

Indirect costs were re-calculated based on the amounts Casitas has approved and are included in the amounts listed above.

If you require any additional information, please contact Todd Evans at 805 649-2251 x108 or at [tevans@casitaswater.com](mailto:tevans@casitaswater.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Cole". The signature is fluid and cursive, with the first name being more prominent.

Neil Cole P.E.  
Principal Civil Engineer

Notice

**CASITAS MUNICIPAL WATER DISTRICT**  
**NOTICE INVITING BIDS**  
**CAMPGROUND B ELECTRICAL UPGRADES**  
**SPECIFICATION NO. 12-359**

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **11:00 a.m. on Tuesday, January 15, 2013, at the office of the District**, 1055 Ventura Avenue, Oak View, California, 93022, at which time they will be opened and publicly read aloud. Each bid shall be made out on a form to be obtained from the Secretary of the Casitas Municipal Water District. Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid, as a guarantee that the bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the bidder to whom the contract is awarded fail to enter into the contract.

The bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience.

In accordance with the provisions of Section 1770 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale is set forth in the Specifications and is now on file at the office of the Casitas Municipal Water District and is available at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

**No formal pre-bid conference is scheduled for this project.** Bidders may contact Todd Evans at (805) 649-2251 ext. 108 to schedule a time to visit the site. Complete plans and specifications may be examined at the office of the District, and copies may be purchased at Casitas' office for fifteen (\$15) dollars, or mailed to you for twenty (\$20) dollars, or be **downloaded free of charge** from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>. No refunds will be made.

## INSTRUCTIONS TO BIDDERS

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be enclosed in a sealed envelope addressed to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California, 93022, and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present.

The proposal shall give the price, both in words and in figures, for which the bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event that the unit price and the total amount named by any bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The bidder shall fill out all blanks of the proposal forms as therein required.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered.

The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, the District will require bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest bidder's current financial condition prior to acceptance of the proposal. If requested, such statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages A-24 through A-29.

Bidders' Plan for Construction. As part of the proposal, bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefor. It will be assumed that the bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of his violation thereof. Each bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that they are fully qualified to perform that portion, and that they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names and addresses of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by him in the execution of the contract. The wage scale is now on file at the office of the District and on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. **Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.**

**The contractor and all subcontractors shall be subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)" for a drugfree work place.**

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing that collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing that they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers thereunder.

Permits. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The license required for this project is a Class A, General Engineering Contractor license, or C10 Electrical Contractor.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Conference. *No Pre-bid conference is scheduled.* The site will also be available for inspection by appointment on a limited basis, provided a minimum of eight (8) working hours notice is given prior to the requested appointment and subject to the availability of the District's engineer. Site visits will not be given by District operations personnel. Do not contact the operation facilities to arrange a site visit. To schedule an appointment, call Todd Evans at (805) 649-2251 x108.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits or the plans shall be submitted in writing to the District. The request can be faxed to the District office at (805) 649-4485, attention Todd Evans. The District will make a

reasonable attempt to respond to the request prior to the bid opening. It is unlikely that any request for information received after **12:00 p.m. on Friday, January 11, 2013** will be responded to by the bid opening.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible bidder or bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided, and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreements documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

**PROPOSAL**  
**CAMPGROUND B ELECTRICAL UPGRADES**  
**SPECIFICATION NO. 12-359**

TO: Casitas Municipal Water District  
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, he will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The bidder declares that they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; that they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; that they propose and agree, in the event their bid as submitted in the attached Bidding Sheet be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and that they will accept in full payment therefor the amount named in said Bidding Sheet.

Proposal (Continued)

The bidder further declares that the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: 1/14/13

Native Electrical Construction, Inc.

Bidder

(Corporate Seal)

By 

Title: President

Telephone No. (760) 787-9346

Corporation organized under the laws of the State of

Bidder's post office address:

CA

P.O. Box 3010

Ramona, CA 92065

Contractor's License Number:

920359

Names and addresses of all members of the partnership, or names and titles of all officers of the corporation:

Date of Expiration: 8/31/14

Surety or Sureties agreeing to furnish bond:

Will Hobbs -President, Treasurer, Secretary, & Manager

Developer's Surety and Indemnity Company

16158 Oak Springs Dr.

Ramona, CA 92065

WILL HOBBS  
CELL #  
619-454-4420

**BIDDING SHEET**

**CAMPGROUND "B" ELECTRICAL UPGRADES**

**SPECIFICATION NO. 12-359**

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification, in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

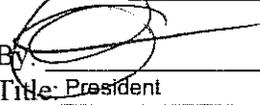
**BASE BID:**

Bid Item #.	Quantity & Unit	Description & Price in Words	Unit Price \$	Amount \$
1	L.S.	Removal of existing equipment and installation of new equipment (RV pedestals, pads, water, TV cable, conduit, conductors, electrical panels and fencing) for the lump sum cost of ..... One hundred fifty thousand dollars and zero cents ..... .....Dollars	N/A	\$ 150,000.00
<b>TOTAL PROJECT PRICE:</b>				\$ 150,000.00

The above quantities are based on a lump sum or unit price; measurement and payment for each bid item per the specifications. Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands that the District reserves the right to reject any or all bids, and to waive any formalities in the bidding.

Date: 1/14/13

**BIDDER:** Native Electrical Construction, Inc.

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

Title: President

License: 920359

License Classifications: C10

Date License Expires: 8/31/14

Telephone Number: (760) 787-9346

Address: P.O. Box 3010 Ramona, CA 92065

(CORPORATE SEAL)

**BIDDER'S PLAN FOR CONSTRUCTION**

1. The location for the proposed work was examined on 1/9/13 (date)  
by Will Turner, Field Superintendent on behalf of the bidder.  
(name and title)

2. Explain briefly your plan and tentative schedule for performing the proposed work.

Contract award documentation

Insurance requirements and certificate procurement

Notice to Proceed/Submittals

Material procurement upon receiving approved submittals

Mobilization

Coordination/Layout

Excavation

Conduit installation

Wire installation/Terminations

Energization/Testing

Punchlist/Final walk through

Project close out documents

## BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor Mack-Vern Development, Inc.		Portion of Work Concrete
Location and Place of Business Santee, CA 92071		
License No. 922354	Expiration Date: 09 / 30 / 2014	Phone (619)820-7152

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

Signed:



**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we Native Electrical Construction, Inc.

\_\_\_\_\_, as  
PRINCIPAL,

and  
Developers Surety and Indemnity Company

\_\_\_\_\_, as  
SURETY,

are held and firmly bound unto the **Casitas Municipal Water District**, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of

\$ ten percent (10%) of total amount bid. . .

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

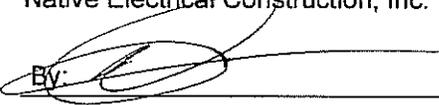
That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as Campground B Electrical Upgrades, Spec. No. 12-359 which bids are to be opened at the office of Casitas Municipal Water District on 1/15/12 @ 11:00 A.M.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

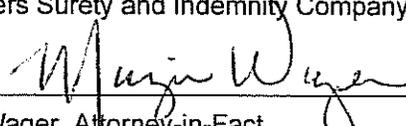
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of January, 2013.

Native Electrical Construction, Inc.

By: 

Principal

Developers Surety and Indemnity Company

By 

Margie Wager, Attorney-in-Fact

Surety

(SEAL)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 1-7-13 before me, Aireanna Mannerud Brown, Notary Public  
(Here insert name and title of the officer)

personally appeared Margie Wager

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Aireanna Mannerud Brown  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: \*\*\*Margie Wager\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

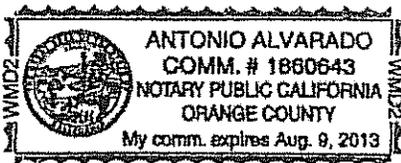
By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7th day of January, 2013.

By: Gregg Okura  
Gregg Okura, Assistant Secretary

## **BIDDER'S QUESTIONNAIRE**

### **INSTRUCTIONS**

Pending award of a contract to the lowest bidder, Casitas requires bidders to submit a statement of their technical ability and experience (reference is made to the paragraph on Page A-2 of the Instructions to Bidders entitled "Competency of Bidders"). Casitas reserves the right to require a statement of the lowest bidder's current financial condition (Part IV attached) prior to award of the contract.

Each bidder shall be required to complete the attached Bidder's Questionnaire with the exception of Part IV.

Bidder's Questionnaire (Continued)

**PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE**

A. History of Bidder

1. Total years of organization doing business. 6
2. Has your organization done business under another name? Yes  No

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

<u>Hobbs Electric</u>	<u>Will/Erica Hobbs</u>
<u>P.O. Box 3010</u>	<u>16158 Oak Springs Dr.</u>
<u>Ramona, CA 92065</u>	<u>Ramona, CA 92065</u>
_____	_____

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

<u>Name</u>	<u>Name</u>
<u>Will Hobbs</u>	_____
_____	_____
_____	_____
_____	_____

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification
Will Hobbs	920359	C10

**Bidder's Questionnaire (Continued)**

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

Name of Suit	Court and Number	Disposition
None	None	None

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

Name of Owner	Address	Result
County of Santa Barbara	1105 Santa Barbara St Santa Barbara, CA 93101	Approved

Bidder's Questionnaire (Continued)

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date<sup>(1)</sup> Current  
Value of Contract<sup>(2)</sup> \$127,000  
General Description of Work<sup>(3)</sup> Install Active Advance Flashing Beacons for RR Crossing  
Name and Address of Owner City of Hanford  
315 N Douty St Hanford, CA 93230  
Party to Contact John Doyel  
Phone Number (559) 585-2571  
State whether organization was prime, joint venture, sub or other: Prime

2. Project Completion Date 3/27/12  
Value of Contract \$145,000  
General Description of Work Install Active Advance Flashing Beacons for RR Crossing  
Name and Address of Owner County of Madera Road Department  
2037 W. Cleveland Ave. M.S. 'D' Madera, CA 93637  
Party to Contact Mitch Hemaidan  
Phone Number (559) 675-7811  
State whether organization was prime, joint venture, sub or other: Prime

- (1) Project Completion Date - If current, state current; if incomplete, state incomplete.
- (2) Value of Contract is the total amount of money paid for your work, including all settlements or judgements.
- (3) General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

Bidder's Questionnaire (Continued)

3. Date of Project 3/6/12

Value of Contract \$328,000

General Description of Work Electrical upgrades on historical building

Name and Address of Owner County of Santa Barbara 1105 Santa Barbara St. Santa Barbara, CA 93101

Party to Contact Jill Van Wie Phone Number (805) 560-1079 560-2470

State whether organization was prime, joint venture, sub or other: Prime

4. Date of Project 5/10/11

Value of Contract \$66,000

General Description of Work Arbor Ranch Tenant Improvements

Name and Address of Owner Cass Construction 1100 Wagner Drive El Cajon, CA 92020

Party to Contact Mike Harrison Phone Number (619) 590-0929

State whether organization was prime, joint venture, sub or other: Prime

5. Date of Project 1/4/11

Value of Contract \$37,000

General Description of Work Emergency generator removal and replacement

Name and Address of Owner County of Sierra/City of Loyalton 100 Courthouse Sq Downieville, CA 95936

Party to Contact Chris Alexander Phone Number (530) 289-3269

State whether organization was prime, joint venture, sub or other: Prime

530

289-3251

A-27 (530-993-6764)

Bidder's Questionnaire (Continued)

**PART II - CONTRACTOR'S STATE LICENSE**

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

<b>Name of License Holder</b>	<b>Position in Organization</b>	<b>License No.</b>	<b>Classification</b>	<b>Date of Expiration</b>
Will Hobbs	President	920359	C10	8/31/14
Will Hobbs	Partner	853000	C10	1/31/15 (Inactive)

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes ( ) No (✓)

If yes, please explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Questionnaire (Continued)

**PART III – CONTRACTOR'S SAFETY RECORD**

1. List your firm's experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker's Compensation Insurance firm. This is only required from Firms with Worker's Compensation Insurance premiums in excess of \$50,000.

2010	0	2011	0	2012	0
Year	EMR	Year	EMR	Year	EMR

2. List your firm's Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

2010	0	2011	0	2012	0
Year	RIR	Year	RIR	Year	RIR

3. List your firm's Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

2010	0	2011	0	2012	0
Year	LTIR	Year	LTIR	Year	LTIR

Casitas has established the following requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR - None greater than 9 over the last 3 years

LTIR – None greater than 4.5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications?

YES / NO

5. Do you have a substance abuse policy?

Bidder's Questionnaire (Continued)

YES  NO

6. Do all new employees complete safety orientation before performing any work activities?

YES NO

7. Do you conduct jobsite safety inspections?

YES NO

8. Do you conduct and document post accident investigations?

YES NO

PART IV - FINANCIAL RESPONSIBILITY (To be Completed only if Requested by Casitas)

1. Submit your most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.
2. Submit your most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Native Electrical Construction, Inc.  
Name of Organization

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

Title: President

Date: 1/14/13



June 10, 2013

To: CMWD

Attn: Neil Cole

**Subject: Response to letter dated June 5, 2013 Final Cost Statement LCRA Campground B Spec 12-359**

Mr. Cole,

Pursuant to Contract Specifications Part B-General Conditions Section 59. Disputed Final Payment, please consider this letter and attached documentation as our written statement and basis for disputing CMWD's proposed final payments identified within the draft Final Cost Statement we were provided on June 5, 2013. For your review and consideration we have included within the attachments and backup materials a summary of the costs and time associated with the following disputed and extra work performed:

- 1) CATV revisions final direction provided on 4/11/13. (\$29,250.00)
- 2) Revisions to include upgraded wire sizes, additional in ground pull boxes, revised panel locations, and restroom upgrades as required by the 3/11/13 and 4/5/13 Single Line diagrams. (\$73,380.86)
- 3) Main water line work performed. (4,150.00)
- 4) Additional Trench Excavation and backfill. (\$9,000.00)
- 5) Additional Equipment Charges. (\$2,268.00)
- 6) Scope associated with providing an additional campsite with all items identified on the contract plans. (\$3,000.00)
- 7) Extra work associated with removing and replacing existing conductors in place to accommodate the revisions required by the 3/11 and 4/5 Single Line Diagrams. (\$16,500.00)
- 8) Modifications necessary to accommodate the existing concrete slab and conduits at metered switchboard location. (\$5,930.00)

**Total Additional Compensation Due NEC, Inc. including markup \$159,704.78**

As a result of the extra and disputed work performed, significant additional costs and time were required to complete the project pursuant to the direction provided within the numerous revisions identified by CMWD staff. Upon completion of your review of this correspondence and back up materials NEC, Inc. respectfully requests a single project close out change order to provide us with additional time and compensation for the extra and disputed work performed.

NEC, Inc. disputes CMWD is entitled to the credits claimed identified in your June 5, 2013 correspondence:

- 1) **CMWD direction requiring a sub panel to be relocated-** NEC, Inc. incurred significant additional costs and time relocating Panel DB-3 as required by the direction provided pursuant to the 2<sup>nd</sup> revision of the single line by Mr. Evans on 4/5/13. NEC, Inc. disagrees that CMWD "allowed" a sub panel to be relocated and in fact required it to be relocated. Furthermore, NEC, Inc. disagrees that there should be any credits associated with this scope

performed and requests that all additional costs and time associated with completing the scope pursuant to the direction provided, be compensated for.

- 2) **Old wire-** Pursuant to Contract Plan Sheet 3 General Note 16, the contractor is to remove from site all salvaged items the owner does not choose to retain. On February 12, 2013 NEC, Inc. coordinated with Mr. Evans all items that were to be salvaged by the owner. Mr. Dale Godfrey picked up these items for CMWD. Thereafter NEC, Inc. removed all remaining items from site pursuant to the contract. NEC, Inc. respectfully disagrees that there should be any credits due CMWD associated with old wire since CMWD never notified NEC, Inc. of its desire to keep this wire.
- 3) **Reduce Conduit size from 3" to 4"-** It is not industry standard to install 4" conduit to 200 amp panels and, due to this, there was potential conflicts associated with installing 4" conduit. To to avoid the foregoing complication and reduce the risk of compromising the structural integrity of the new enclosures to be installed it was agreed between the District and NEC, Inc. that 3" conduit would be installed in lieu of the 4" previously indicated. CMWD did not identify this as a decrease in scope at the time and a Change Order was never processed. NEC, Inc. respectfully disagrees that there should be any credits associated with reducing conduit size.
- 4) **Sand backfill in lieu of slurry in roadway trenches-** CMWD accepted our proposal to provide sand backfill in all areas where trench excavation occurred in roads, without identifying that credits would be associated. A Change Order was never processed reflecting a decrease in scope. NEC, Inc. respectfully disagrees that there should be any credits associated with sand backfill.

NEC, Inc. disputes CMWD is entitled to any liquidated damages.

The liquidated damages currently and previously asserted by CMWD are unfounded. NEC is entitled to additional days for project delays and/or changes for which CMWD is responsible. NEC, Inc. reserves all rights to interest and damages resulting from those funds being unlawfully withheld and demands that those funds being withheld be processed for payment immediately. CMWD identified numerous revisions throughout the course of the project that were not identified within the contract documents. Consequently, these design revisions impacted the construction schedule and in many instances delayed the project. NEC, Inc. has documented a significant amount of time associated with the design revisions completed within the attachments and back up materials provided. CMWD's proposed Liquidated Damages are entirely negated by the following issues which entitle NEC, Inc. to time extensions in excess of the number of days of Liquidated Damages asserted by CMWD including, but not limited to:

- 1) The 30 days it took the local utility, Southern California Edison to approve the metered switchboard.
- 2) The approximately 30 days of extra work required of NEC, Inc. relative to CATV system revisions directed by CMWD the day before substantial completion was originally scheduled.
- 3) The approximately 30 days of delay caused by CMWD's revision of the Single Line electrical drawings and the extra work required by these revisions.

In conclusion, prior to the Board of Directors taking action and rendering its decision in regards to the Disputed Final Payment and associated correspondence, NEC, Inc. formally requests to be placed on the June 19, 2013 agenda to speak on the matter. Thank you for your time and assistance.

Respectfully,  
Will Hobbs, President



CA Lic. # C10 920359

## Project: Campground B Electrical Upgrades

Date: 6/10/13

### Additional Cost Associated w/ Proposed Final Cost Statement

DESCRIPTION	QTY	UNIT	RATE	COST	COMMENTS
<b>CATV Revisions Pursuant to 4/11/13 direction &amp; 4/12/13 signed field order</b>					
1. Excavate as necessary to furnish and install in ground pull boxes and corresponding conduits pursuant to 4/11/13 CATV direction. Backfill with 3/4 rock and finish grade at each location.	16	Ea	\$ 1,200.00	\$ 19,200.00	
2. Install 3200 LF 1" SCH 40 PVC pursuant to 4/11/13 CATV direction.	3200	LF	\$ 1.29	\$ 4,128.00	
3. Install 2400 LF 2" SCH 40 PVC pursuant to 4/11/13 CATV direction.	2400	LF	\$ 2.58	\$ 6,192.00	
4. Additional days to be added to the contract.	30	Days	-	30	
				<b>SUBTOTAL</b>	<b>\$ 29,520.00</b>
<p><b>Complete revisions associated with single line diagrams not identified at bid time as required to furnish and install upgraded wire sizes at (29) campsites to 50 amp capacity or greater. Install conduit pursuant to 4/5/13 single line and conduit plan provided by Mr. Evans due to panel schedules and associated conduits required not being identified at bid time.</b></p>					
1. Furnish and install #8 awg wire at 13 locations.	11,451	LF	\$ 1.05	\$ 12,023.55	
2. Furnish and install #6 awg wire at 16 locations.	13,425	LF	\$ 1.13	\$ 15,170.25	
3. Install an additional 8,000 LF of 2" PVC SCH 40 conduit pursuant to 4/5/13 Single Line.	8,000	LF	\$ 2.58	\$ 20,640.00	
4. Relocate DB-3 pursuant to 4/5/13 Single Line and Pedestal Layout. Furnish and install additional panel bracing, supports, and concrete base as required by the contract.	1	LS	\$ 6,700.00	\$ 6,700.00	
5. Additional trench excavation, backfill, road saw cut, and patch to accommodate conduit installations pursuant to 4/5/13 single line.	1	LS	\$ 2,200.00	\$ 2,200.00	
6. Furnish and install 536' of 2" Sch 40 PVC.	536	LF	\$ 2.58	\$ 1,382.88	
7. Furnish and install 20' of 2" RGS.	20	LF	\$ 27.00	\$ 540.00	
8. Furnish and install 2,144 LF of wire as required by 4/05/13 single line.	2,144	LF	\$ 2.25	\$ 4,824.00	

9. Excavate as necessary to furnish and install in ground pull boxes and corresponding conduits pursuant to 4/05/13 single line. Backfill with 3/4 rock and finish grade at each location.	3	ea	3,300	\$ 9,900.00	
10. Additional days to be added to the contract.	30	Days	\$ -	30	
<b>SUBTOTAL</b>				<b>\$ 73,380.68</b>	
<b>Main waterline additional work required due to contract documents not identifying the depth or size of existing main water line accurately.</b>					
1. Make necessary installations at 2 1/2" main waterline opposed to 1/2" main waterline indicated within bid documents.	1	LS	\$ 2,900.00	\$ 2,900.00	
2. Make requested revisions at 50 hose bib locations, pursuant to 4/10/13 field order.	50	ea	\$ 25.00	\$ 1,250.00	
3. Additional days to be added to the contract.	5	Days	\$ -	5	
<b>SUBTOTAL</b>				<b>\$ 4,150.00</b>	
<b>Additional trench excavation and backfill required</b>					
1. Modify trench excavation and backfill from bid amount of 6"-12"(w) x 36"(d) x 2400' (L) to 24"(w) x 36" (d) x 2400' (L) to accommodate for the number of conduits and their routing required by the 4/5/13 single line and 4/11/13 CATV direction.	1	LS	\$ 9,000.00	\$ 9,000.00	
2. Additional days to be added to the contract.	9	Days	\$ -	9	
<b>SUBTOTAL</b>				<b>\$ 9,000.00</b>	
<b>The equipment listed was necessary to complete additional scope associated with CATV conduit revisions identified 4/11/13 and with both</b>					
1. Compressor with 90&60# hammers	1	Weeks	\$ 1,157.00	\$ 1,157.00	
2. Dump Trailer	1	Weeks	\$ 443.00	\$ 443.00	
3. Concrete Saw	1	Weeks	\$ 304.00	\$ 304.00	
4. Rammer/Compactor	1	Weeks	\$ 364.00	\$ 364.00	
<b>SUBTOTAL</b>				<b>\$ 2,268.00</b>	
<b>Additional Campsites</b>					
1. Provide all necessary conduit, conductors, and items required by the contract to facilitate the complete operation of an additional campsite.	1	LS	\$ 3,000.00	\$ 3,000.00	
2. Additional days to be added to the contract.	3	Days	\$ -	3	
<b>SUBTOTAL</b>				<b>\$ 3,000.00</b>	
<b>Removal of Existing Conductors in Place that for Bid Purposes were Intended to be Reused</b>					
1. Remove all existing conductors as required by the scope identified in the 3/11 and 4/5 single line revisions. Please reference contract specification Part C General Description, that does not require NEC, Inc. to remove conductors. Replace conductors at locations where existing conductors in place were to accommodate the initial intent and design of the contract.	1	LS	\$ 16,500.00	\$ 16,500.00	
2. Additional days to be added to the contract.	10	Days	\$ -	10	
<b>SUBTOTAL</b>				<b>\$ 16,500.00</b>	
<b>Metered Switchboard, Concrete Pad, &amp; Existing Conduit Modifications</b>					

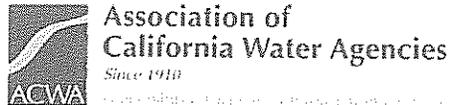
1. Excavate and backfill as required to make necessary modifications to existing pad and conduit at metered switchboard location, to accommodate location of existing SCE conduit and wiring in place and pour new pad to revised dimensions to facilitate new equipment to be installed.	1	LS	\$ 4,180.00	\$ 4,180.00	
2. Saw cut and demolish existing concrete pad in order to accommodate existing and new conduits required for new equipment to be installed.	1	LS	\$ 1,750.00	\$ 1,750.00	
3. Additional days to be added to the contract.	5	Days	\$ -	5	
<b>SUBTOTAL</b>				<b>\$ 5,930.00</b>	
<b>Indirect Costs</b>					
1. Labor & Material Markup	10%		\$ 143,748.68	\$ 14,374.87	
2. Bond & Liability Insurance	1%		\$ 158,123.55	\$ 1,581.24	
<b>TOTAL</b>				<b>\$ 159,704.78</b>	
<b>TOTAL DAYS</b>				<b>92</b>	

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager's Signature

\_\_\_\_\_  
Date


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## All Water Events

- Jul 19 ACWA Region 1 Program  
Take it from the Tap:  
Promoting Drink Local  
Campaigns
- Aug 14 ACWA 2013 Regulatory  
Summit
- Sep 03 ACWA Emissary and Best in  
Blue Awards Deadline
- Sep 12 Energy and Water Nexus  
Summit 2
- Sep 13 Joint MCWRA / ACWA  
Region 3 Member Meeting

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## ACWA 2013 Regulatory Summit

in [Regulatory Affairs](#) [Groundwater Committee](#) [ACWA Event](#)

Wed, 08/14/2013 - 8:06am - 5:07pm

**Location:** Embassy Suites Mandalay Beach, Oxnard

Please join us for the third annual ACWA Regulatory Summit at Embassy Suites Mandalay Beach in Oxnard, CA on August 14, 2013!

### Past, Present and Future: Effectively Managing California's Groundwater Resources

The Summit will include topics such as:

- ▶ It's Finally Here: Draft CA Maximum Contaminant Level for Hexavalent Chromium
- ▶ UCMR3 Early Results: What Have We Found and What Does it Mean?
- ▶ Superfund or Super Waste of Time: After 30 Years is CERCLA Meeting the Needs of Water Agencies?
- ▶ Salt and Nutrient Management Planning in the Central Valley: "We Can Do it Here and You Can Do it Anywhere"
- ▶ Energy-Groundwater Nexus
- ▶ ASR is A-OK: Developing an Effective Aquifer Storage and Recovery Project
- ▶ Regulation of Hydraulic Fracturing in California: A Wastewater and Water Quality Perspective

The day will conclude with, "Groundwater's Regulatory Future in California" -- a meaningful discussion on where groundwater management and future regulations are headed. Are local/regional activities enough to sustain California's basins for the future or does the state need to step in?

An exhibit area is located adjacent to the meeting rooms. Exhibitors with topical posters or services are invited to submit a [Tabletop Exhibit Space Application](#).

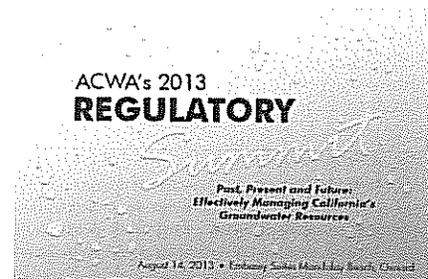
We are also holding the Groundwater Committee meeting the day before (August 13) at the same location.

A continental breakfast will be available (Aug. 14, 8-9 a.m.) and lunch will also be served between meetings.

To register for this event, please [CLICK HERE](#). Hotel reservation information can be found [HERE](#). If you have any questions please feel free to contact Member Services & Events. Hope to see you there!

EVENT AND REGISTRATION INFORMATION

[Calendar](#)



CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: July 3, 2013

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Participation in the Ojai Chautauqua on the Future of Food

**RECOMMENDATION:**

It is recommended that the Board of Directors determine if there is interest in participating in the Ojai Chautauqua on the Future of Food and if so, determine the level of participation and provide direction to staff.

**BACKGROUND:**

Recently, Director Baggerly received an email from Susan Haymer, Event Manager at Chautauqua: The Future of Food, offering an invitation to the Casitas Municipal Water District to participate in a community Chautauqua on the Future of Food. The event is to be held at the Libbey Bowl, Ojai, on November 2, 2013. A copy of Susan Haymer's email and the Chautauqua brochure is attached for the Board's consideration.

The question for the District - is there interest in participating in this event, and if so, what level of participation or sponsorship? The Board may consider any (1) one of four levels of sponsorship (last page of the brochure), (2) the authorization for Director(s) and/or staff attendance, or (3) no interest in participation by the District. According to Susan Haymer, it is desired to have sponsorship commitments by July 28<sup>th</sup>.

If sponsorship participation with a booth is desired, the District will need to consider it message and work toward a professional representation at this public event. It will also require staffing of the booth. It should also be known that the District is likely to participate in the Ojai Day, October 19<sup>th</sup>, which may carry the same message and presentation.

This invitation has been reviewed by the Executive Committee.

If you have any questions in this regard, please discuss your questions with me.



Steve Wickstrum <swickstrum@casitaswater.com>

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## Fwd: An Invitation to Participate in a Chautauqua on the Future of Food in Ojai, CA

1 message

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Russ Baggerly <rbaggerly@casitaswater.com>  
To: Steve Wickstrum <swickstrum@casitaswater.com>

Thu, Jun 6, 2013 at 5:53 PM

If CMWD is going to participate we should make it official from the Board. Right?

Russ

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

From: **Susan Haymer** <sjhaymer@gmail.com>  
Date: Thu, Jun 6, 2013 at 4:00 PM  
Subject: Fwd: An Invitation to Participate in a Chautauqua on the Future of Food in Ojai, CA  
To: Russ Baggerly <rbaggerly@casitaswater.com>  
Cc: Esther Wachtell <ewachtell@gmail.com>

Dear Russ,

Esther Wachtell sent you an information packet in the mail, but for your convenience, I am sending you this electronic copy.

The Libbey Bowl Foundation and the community of Ventura County, California would like to invite the Casitas Municipal Water District to participate in a community **Chautauqua on the Future of Food**, planned for **November 2, 2013**. The event has been organized by a group of prominent farmers and community leaders and will initiate a multiyear exploration of the issues that affect food production and utilization, such as land & water use, sustainable food systems and the use of GMO's. I have **attached a brochure** describing the event, which will include speakers, panel discussions, and government officials. In addition, there will be a benefit concert and other special programming, including a taste of the best of Ventura County's most amazing produce. Confirmed speakers include:

**Karen Ross, Secretary of the California Department of Food and Agriculture;**

**Steve Bennett, Ventura County Supervisor;**

**John Krist, CEO Farm Bureau, Ventura County;**

**Michael Solomon, United Water Conservation District;**

**Rose Marcario, CEO Patagonia**

**Phil McGrath, McGrath Family Farms;**

**Bonnie Weigel, CEO Food Share;**

**Wenonah Hauter, Food & Water Watch;**

**Larry Yee, Director of The Food Commons;**

**Peter Strauss, actor & master of ceremonies**

6/10/13

Casitaswater.com Mail - Fwd: An Invitation to Participate in a Chautauqua on the Future of Food in Ojai, CA

**Jerry Brown, Governor of California; Barbara Boxer, United States Senator; Mark Bittman, New York Times; Robert Kennedy, Jr., NRDC and Water Keeper Alliance; Robert Salvador, Union of Concerned Scientists; David Murdock, Dole Foods, Howard Buffett, farmer; Alice Waters, chef, among others, have also been invited.**

Chautauqua guests will not only explore pivotal issues on the future of food and water, they will also **enjoy cooking demonstrations, wine tastings, children's activities, DIY demos, including bee keeping, grafting and food preservation, and more. The day concludes with an invitational sponsor dinner and special benefit concert.** This outdoor festival will take place in Libbey Bowl and the surrounding park.

The market for the Chautauqua extends from Los Angeles through the Central Coast, although the issues are truly national in scope and industry wide. A major media campaign is planned to reach national, regional and local press, which includes a major social media component, as well as extensive community outreach.

Sponsors will be included in **multiple marketing opportunities.** We invite you to consider joining the growing list of Ventura based companies supporting this important civic event. It promises to be good information, good food and great fun!

I will contact you next week to discuss any questions you may have and share with you in greater detail our programming. Thank you for your consideration.

Sincerely,

*Susan Haymer*

Ojai Chautauqua: The Future of Food

✓ 323-850-5180 (office)

✓ 323-252-5554 (mobile)



**Chautauqua Sponsor Deck May 2013 4-page.pdf**

3998K

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**Russ Baggerly** <rbaggerly@casitaswater.com>  
To: Steve Wickstrum <swickstrum@casitaswater.com>

Fri, Jun 7, 2013 at 8:32 AM

FYI

[Quoted text hidden]



**Chautauqua Sponsor Deck May 2013 4-page.pdf**

3998K

# CHAUTAUQUA

The Future of Food, November 2013

## An Exploration of Issues and Answers *A Modern Day Chautauqua held at Ojai's Libbey Bowl*

Whatever your world-view, however you see the political landscape, one thing is clear: the future of food is a complex and perplexing set of issues. Is there really a crisis in the way we organize and carry out food production? Or is it just more politics and special interest groups making waves to position themselves for self-interest? How do you know, one way or the other? And what is at stake for the rich agricultural resources that our county and state are blessed with? What about the farmers and ranchers that steward these resources?



This event is designed to shed light on these critically important issues, to educate our community, and at the same time, celebrate the abundance of our agricultural heritage.

There are good reasons to think that world food production and consumption are at a critical juncture. A tipping point may have been reached for the future of food in terms of both production and utilization. Many thoughtful observers believe that an impending crisis is looming; with causes ranging from

water shortages, labor and distribution costs to world hunger and faddish food preparation. Others think the current state and its reliance on new technologies has produced better results than anything in the past, and that alarmists do more harm than good. But all agree there are issues to be addressed.

A Chautauqua, which is a gathering of people and ideas about serious issues of common interest, on the Future of Food, is being planned for November 2013. This event will initiate a multiyear exploration of the issues that affect food production and utilization. The intention of this exposition is to celebrate our rich agricultural heritage while, at the same time, presenting these issues fully and objectively through education and dialogue, enabling people to make informed choices that will begin to affect public policy in agriculture.

California agriculture stands as a unique symbol for many causative issues that affect food production. Ventura County, with its urban proximity, provides a perfect encapsulation of many of the problems and potential solutions that could improve the future of food. Libbey Bowl, in the center of Ojai, is an ideal venue for this exploration of issues facing agriculture production now and into the future.



# Participants

**Steve Bennett**  
Ventura County Board of Supervisors

**Mark Bittman**  
New York Times (invited)

**Barbara Boxer**  
U.S. Senator (invited)

**Jeff Bridges**  
Concert Performance (invited)

**Governor Jerry Brown**  
Open Ceremonies (invited)

**Howard Buffett**  
(invited)

**Rosanne Cash**  
Concert Performance

**Ted Danson**  
Keynote/Panel -- Oceans (invited)

**Oran Hesterman**  
Fair Food Network (invited)

**Robert Kennedy, Jr.**  
(invited)

**John Krist**  
CEO, The Farm Bureau Ventura County

**Kenny Loggins**  
(invited)

**David Matsumoto**  
Book Discussion (invited)

**Phil McGrath**  
McGrath Family Farms

**Jim Messina**  
(invited)

**David Murdoch**  
Keynote Speaker / Nutrition Center (invited)

**Karen Ross**  
Secretary of Agriculture, Keynote Speaker

**Walter Robb**  
CEO, Whole Foods (invited)

**Michael Soloman**  
United Water Conservation District

**Peter Strauss**  
Master of Ceremonies / Agricultural Panel

**Anna Thomas**  
Cooking Demonstration

**Alice Waters**  
(invited)

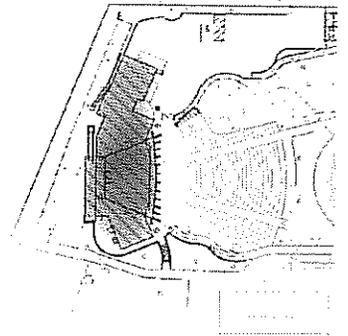
**Bonnie Weigel**  
CEO, FOOD Share

An underlying theme for this event is to illuminate issues about agriculture, food, and nutrition with constructive dialogue. Good people disagree about many of these issues and the media have politicized them. This event is about getting all the cards on the table and having civil discourse about the real issues. How do we achieve a food system that is fair, just, sustainable and balanced? All constituencies will be invited to attend and be given the opportunity to present their points of view.



# Panels

- Water
- Cattle/Beef/Cowboys
- Winemakers
- Organics
- GMO's
- Grafting Demonstration
- Nutrition
- Land Use
- Future Food Systems
- Cooking Demonstration
- Beekeeping



# A true community event



## Chautauqua Community Event

A broad range of issues will be addressed over three types of communication. Keynote speakers will address the entire audience, providing significant exposure and credibility to the themes of the Chautauqua. 30 booths will present their points of view on the critical issues: GMO, corporate agriculture, water, sustainable practices, local production, education and organic food. The audience will have an opportunity to talk one to one with experts in each booth and receive relevant information on positions and perspectives. Understanding varying points of view is the objective of this exploration. There will also be Panel discussions featuring experts on many of the critical issues facing agriculture and food production. They will provide a constructive dialogue, present specific perspectives and be available to answer questions from the floor. Throughout these discussions, there will be concerts and entertainment to attract the broadest audiences. Locally-grown foods will also be available to Chautauqua visitors.

## Board

**Chair: Tom Krause** – Farmer/CEO, Founder – Behavioral Science Technology, Director – Libbey Bowl Foundation

**Gray Barnhart** – President – Libbey Bowl Foundation, Insurance Executive

**Kate Barnhart** – Insurance Executive, Community Leader

**Mike Bradbury** – Attorney, Former Ventura County District Attorney

**Bret Bradigan** – Publisher – Ojai Quarterly

**Don Dufan** – Winemaker – Ojai Ridge Winery, Ventura County Grower

**Cathryn Krause** – Former CEO – Behavioral Science Technology, Community Leader

**Judy Munsig** – Owner/Manager – Tapa Tapa Ranch

**Judi Polito** – Community Leader

**Michael Price** – Cattle Rancher

**Dorrick Schmidt** – Former President – Summit Seeds – International Seed Grower

**Beth Sutherland** – General Manager – Libbey Bowl Foundation

**Tony Thacher** – Owner/Manager – Grand Ranches, Thacher Winery

**Rather Wachtell** – Director – Libbey Bowl Foundation, President Emeritus – Ojai Music Festival

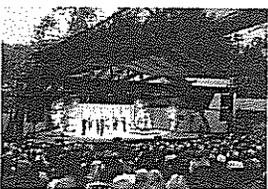
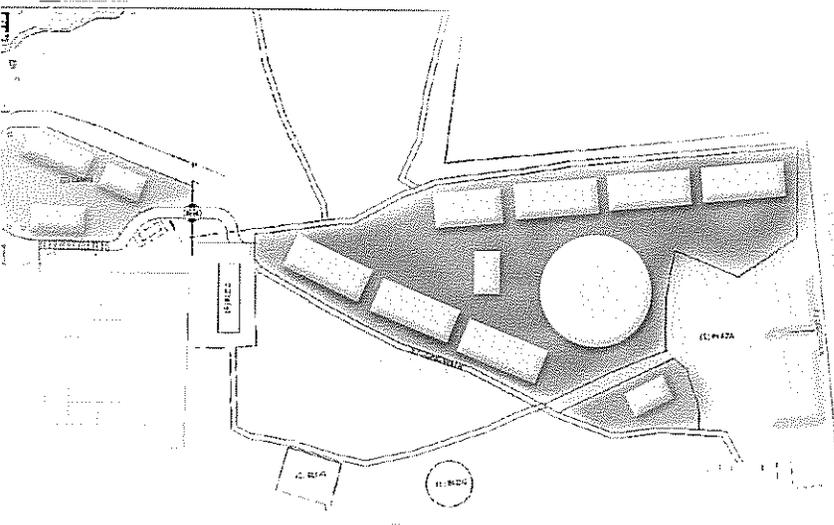
**Tom Wachtell** – Farmer/Investor

**Anna Wagner** – Development Director – Ojai Music Festival, Community Leader

**Michael Weaver** – Vice President – Weaver Research and Consulting

**Heidi Whitcomb** – President – Ventura Ranch, Community Leader

**Larry Yee** – President and Coordinating Director – The Pond Commons





## \$10,000

- 8 Tickets to Gala Dinner
- 10 Tickets to Benefit Concert
- 1 Exhibit Booth
- Recognition at event, on website, and all printed material

## \$2,500

- 4 Tickets to Gala Dinner
- 4 Tickets to Benefit Concert
- 1 Shared Exhibit Booth
- Recognition at event and Chautauqua Program

## \$5,000

- 6 Tickets to Gala Dinner
- 6 Tickets to Benefit Concert
- 1 Shared Exhibit Booth
- Recognition at event, on website, and all printed material

## \$1,000

- 2 Tickets to Sponsor Dinner
- 2 Tickets to Benefit Concert
- Recognition at event and Chautauqua Program

*This Chautauqua is expected to draw experts and audiences from the broad California community. It will provide knowledge and insight to the public on food production, nutrition, agricultural issues and future options. At the same time it will recognize farmers and ranchers and the problems they face. And it will accomplish these things in a way that is exciting, fun, interesting and educational. This is a community event in the widest and best sense. It is not organized to promote any particular point of view, but to recognize the common good that results from people working together at the local level.*

CHAUTAUQUA

The Future of Food, November 2013

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: July 3, 2013  
TO: Steve Wickstrum, General Manager  
FROM: Carol Belser, Park Services Manager  
RE: Lake Casitas Improvement Foundation Assist to Fund Rowing Dock

Recommendation:

It is recommended the Lake Casitas Improvement Foundation finance a rowing dock in the amount of \$4,000. The Bureau of Reclamation will match that amount from existing grant R11AC20123 making a total contribution of \$8,000.

Background:

The Lake Casitas Rowing Association “club” has been active in Lake Casitas for 6 years. Their activities complement the lake’s operations and are very popular with the Ojai Valley and Ventura area residents. There are 168 current club members. The club provides activities for all ages and we are especially pleased with the large number of teenagers who participate in the club activities for teambuilding, health and fitness skills that are positive influences for impressionable youth.

The club uses rowing “shells” that are from 10 feet to 60 feet in length for its activities. To get on and off the lake water, the club uses a low-profile dock, basically 8 inches high or less as seen in below photo. In order to land a rowing shell on a dock, the rigging and the oars on one side of the shell go up over the dock so that the shell can basically stay level. Higher profile docks like the metal ones already at Casitas do not work for these types of shells.



The current plastic dock at the lake utilized by the club was from the 1984 Olympic rowing competition at Lake Casitas. After the Olympics the dock was donated to UCSB and used for more than 20 years until a new one was purchased. In preparing to dispose of the old dock, UCSB offered it to the club and it was quickly accepted. The club personnel dismantled it and drove it to Lake Casitas. It was then donated to the Casitas Municipal Water District for club and public use. Up until this year it had been in fair condition for operation.

This year the club reported that the dock has fallen apart and it is time for a new one. The rowing dock has always had unrestricted use and for the last four years has been open to public use. The club has reported that customers who store their kayaks/canoes in Trailer Storage use the dock to launch and land. Also, families with children from the Picnic #1 gazebo area sit on the dock and look down into the shallow water to see fish, etc.

#### Analysis:

The club has successfully secured \$20,000 in grant funding from the LA84, a foundation set up after the 1984 Olympics, and raised another \$15,000 through fund-raising events and donations. The club is \$8,000 short of the total needed to procure the dock and has requested that Casitas pay the outstanding balance. The Recreation Committee supported the club's request at their July 1, 2013 meeting. The Bureau of Reclamation has agreed that Casitas can use a portion of existing grant funds toward the dock on a dollar per match.

The specifications of the proposed dock are as follows:

Dockside Products - 1000 Series – Low Profile Floating Dock System

Connect-A-Dock 10 feet x 100 feet

The photo shows the bottom coming up to support the top which prevents a soft feel when walking on the surface. The product is hollow with no polystyrene beads.

Dock Cross Section Photo:



The shelf life of a new dock is 25+ years and it is therefore recommended to support funding the dock which will belong to Casitas and be used for a successful program and for public use.

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: June 25, 2013  
TO: Steve Wickstrum, General Manager  
FROM: Carol Belser, Park Services Manager  
SUBJECT: Recreation Area Monthly Report for May 2013

Visitation Numbers

The following is a comparison of visitations for May 2013:

	May 2012	May 2013	April 2013
Visitor Days	71,468	64,168	55,260
Camps	6,001	7,485	5,167
Cars	17,867	16,042	13,815
Boats	420	344	450
Kayaks & Canoes	7	18	11

Fiscal Year to Date Visitation	
2011/2012	611,576
2012/2013	567,044
% Change	-7.282

Boating

There were 21 cables sold for new inspections, 21 boats were re-inspected and a total of 760 boats were retagged. Nine boats failed the first inspection.

Shoreline fishing at night was held May 23, 24, 25 and 31.

Indian Mesa Cove was closed off for the annual bass spawn March 1. It remained closed off through May 31<sup>st</sup>.

Administration

The California Homebrewer's Festival was held May 3 and 4 with approximately 1,800 in attendance.

The Casitas Water Adventure held it's annual soft opening on May 17. The soft opening launches the summer season each year.

The Jr. Explorer was launched with a good attendance of 75 participants on May 25 to view the Ojai Raptor Center's informative presentation. The following day 44 attended, 29 of them youth who earned their Jr. Explorer patch.

The movie scheduled for Saturday, May 25 of the holiday weekend unfortunately skipped causing disappointment for the 50 people who showed up to view the movie. The next evening however, was a successful Astronomy night for the over 50 people who attended.

The Ojai Trolley service began its extended service into the Recreation Area. This partnership with the City of Ojai scheduled the Ojai Trolley to depart from the City of Ojai and make several loops in the Recreation Area throughout the day every Saturday through Labor Day. This is a pilot program and successful ridership will encourage plans for the program’s continuance in the future.

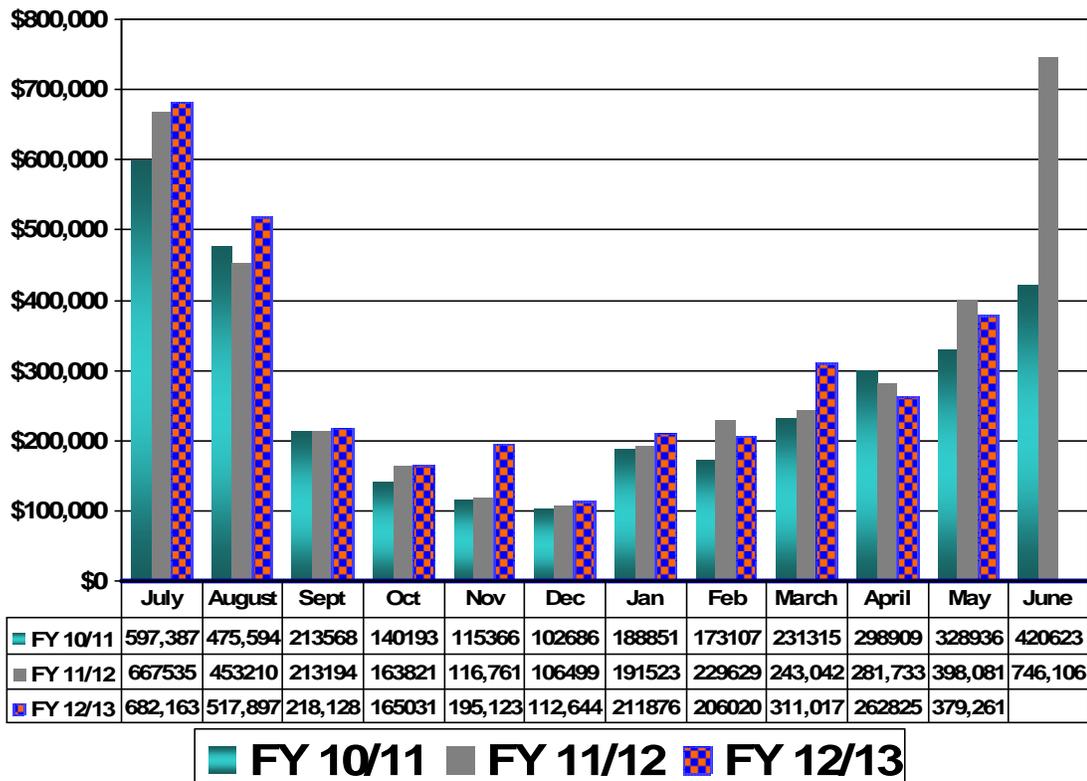
Campground Bass was off the reservation grid for the entire month due to the electrical upgrade project and unexpected setbacks to the project.

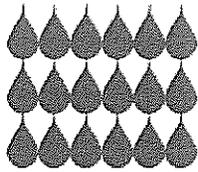
Incidents

Incidents in the month of May that required assistance from outside agencies included two alleged DUI’s, two reported thefts, shots fired in the Recreation Area, several various medical calls and three calls for disturbances/evictions.

Revenue Reporting

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





Charles Z. Fedak, CPA, MBA  
Paul J. Kaymark, CPA  
Christopher J. Brown, CPA

# Charles Z. Fedak & Company

Certified Public Accountants  
An Accountancy Corporation

6081 Orange Avenue  
Cypress, California 90630  
(714) 527-1818  
(562) 598-6565  
FAX (714) 527-9154  
EMAIL [czfco@czfcpa.com](mailto:czfco@czfcpa.com)  
WEB [www.czfcpa.com](http://www.czfcpa.com)

June 30, 2013

## **To the Board of Directors of the Casitas Municipal Water District:**

Under the Statement of Auditing Standards No. 114, we are required to communicate clearly with those charged with governance (Board and management) during the planning stage of the audit the responsibilities of the auditor in relation to the financial statement audit, and an overview of the scope and timing of the audit.

### ***The Audit Engagement***

We are engaged to audit the financial statements of the business-type activities of the District including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2013.

### ***Our Responsibilities under Generally Accepted Auditing Standards and Government Auditing Standards of the United States of America***

As stated in our Audit Engagement Letter for the year ended June 30, 2013, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with the Board of Directors oversight are fairly presented, in all material respects, in conformity with generally accepted accounting principles of the United States of America. Our audit of the financial statements does not relieve the Board of Directors or management of its financial accounting and reporting responsibilities for the District.

As part of our audit, we will consider the internal controls of the District. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal controls.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our tests is not to provide an opinion on compliance with such provisions.

### ***Our Planned Scope and Timing of the Audit***

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the District and its financial and operating environment. This includes evaluating the District's internal controls relevancy to assess the risks of material misstatement in the financial statements and to design the nature, timing, and extent of further audit procedures.

Material misstatements may result from: errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Therefore, we will plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement, whether caused by error or fraud. Because of the nature of audit evidence and the characteristics of fraud, we are to obtain reasonable, not absolute assurance that material misstatements are detected. We have no responsibility to plan and perform the audit to obtain reasonable assurance that misstatements, whether caused by error of fraud, that are not material to the basic financial statements are detected. Our audit does not relieve the Board of Directors or management of their fiduciary responsibilities for the District.

We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have held several discussions and meetings with management to discuss the significant components of the 2013 audit. These discussions relate to the interim and final fieldwork testwork to be conducted over the significant audit areas. We have also begun our interim pre-audit work and expect to complete our final audit fieldwork in September and October and issue our audit report at the November 2013 Board Meeting.

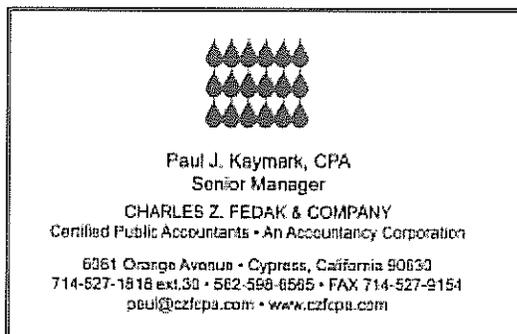
If you have any questions or concerns about the audit or audit process, please contact me directly at (714) 527-1818 or e-mail me at [paul@czfcpa.com](mailto:paul@czfcpa.com). I would appreciate the opportunity to discuss this information further with you since a two-way dialogue can provide valuable information for the audit process.

This information is intended solely for the use of the Board of Directors and management of District and is not intended to be, and should not be, used by anyone other than these specified parties.

Cordially,



**Paul J. Kaymark, CPA**  
**Charles Z. Fedak & Company, CPAs – An Accountancy Corporation**



**Casitas Municipal Water District**  
**Monthly Cost Analysis - Ojai Flow**  
**2012/2013**



07/02/2013

	<b>Services &amp; Suplies</b>	<b>Legal Fees</b>	<b>Labor Expense</b>	<b>Other Services</b>	<b>Total Expenses</b>
<b>2010/2011</b>	<b>0.00</b>	<b>42,560.00</b>	<b>11,098.37</b>	<b>0.00</b>	<b>53,658.37</b>
July	0.00	0.00	0.00	0.00	0.00
August	0.00	5,094.00	0.00	0.00	5,094.00
September	0.00	14,781.79	0.00	0.00	14,781.79
October	0.00	4,388.00	2,921.48	0.00	7,309.48
November	0.00	11,214.53	2,491.81	0.00	13,706.34
December	0.00	22,974.19	0.00	0.00	22,974.19
January	281.82	17,774.41	2,643.65	0.00	20,699.88
Feburary	0.00	4,422.00	1,332.35	0.00	5,754.35
March	550.00	12,263.94	3,711.60	0.00	16,525.54
April	0.00	37,797.66	761.65	0.00	38,559.31
May	0.00	29,590.40	761.63	0.00	30,352.03
June	0	52136.67	212.51	0	52,349.18
<b>Total Cost YTD</b>	<b>831.82</b>	<b>212,437.59</b>	<b>14,836.68</b>	<b>Total Cost YTD</b>	<b>228,106.09</b>
<b>Total Project Cost</b>	<b>831.82</b>	<b>254,997.59</b>	<b>25,935.05</b>	<b>Total: Ojai Flow</b>	<b>281,764.46</b>

**Casitas Municipal Water District**  
**Reimbursement Disclosure Report (1)**  
**Fiscal Year 2012/13**  
**July 1, 2012-June 30, 2013**

<u>Date paid</u>	<u>Board of Director/ Employee</u>	<u>Description</u>	<u>Amount Paid</u>
07/05/2012	Ken Grinnell	Advanced Water Treatment Class	\$ 130.00
07/05/2012	Brian Taylor	Meals & Water for Crew Working Villanova Break	\$ 108.02
07/13/2012	RJ Faddis	Premium Fuel for Rogue Boat 6/21/12	\$ 200.00
07/13/2012	RJ Faddis	Premium Fuel for Rogue Boat 6/29/12	\$ 151.88
07/13/2012	Scott Lewis	Lodging CMWD 6/3/12-6/10/12	\$ 500.67
07/13/2012	Scott Lewis	Car Rental CMWD 6/3/12-6/10/12	\$ 342.51
07/13/2012	Scott Lewis	Radio Telemetry Repair	\$ 610.00
08/09/2012	RJ Faddis	Premium Fuel for Rogue Boat 7/8/12	\$ 219.17
08/09/2012	RJ Faddis	Premium Fuel for Rogue Boat 7/15/12	\$ 258.78
08/09/2012	Scott Lewis	Airfare to CMWD 7/29/12-8/6/12	\$ 421.20
08/09/2012	Steve Wickstrum	Roundtrip Mileage Napa-CSDA 7/15-7/18	\$ 436.23
08/09/2012	Steve Wickstrum	Lodging Napa-CSDA 7/15-7/18	\$ 549.03
08/16/2012	John Parlee	TP Operation Class Registration and Manual	\$ 153.04
08/23/2012	Robert Vasquez	Safety Boots	\$ 170.00
08/29/2012	Ron Yost	Annual Possessory Tax	\$ 530.99
08/31/2012	Mike Shields	Picture Frames for Historic Dam Pictures	\$ 113.63
09/06/2012	Eric Behrendt	Safety Boots	\$ 170.00
09/20/2012	Willis Hand	T5 Renewal of Certification	\$ 105.00
09/20/2012	Scott Lewis	Lodging CMWD 7/29/12-8/6/12	\$ 880.80
09/20/2012	Scott Lewis	Car Rental CMWD 7/29/12-8/6/12	\$ 390.38
09/20/2012	Scott Lewis	Airfare to CMWD 9/8/12-9/14/12	\$ 341.20
10/01/2012	Robert Weinert	Cash Advance for Travel 10/14/12-10/16/12	\$ 599.25
10/04/2012	Lisa Barbee	Cash Advance for Travel 10/22/12-10/24/12	\$ 818.98
10/04/2012	Scott MacDonald	Safety Boots	\$ 170.00
10/04/2012	Suzi Taylor	Lightsticks, Crayons for Kids at Ojai Days	\$ 100.50
10/04/2012	Suzi Taylor	Reuseable Grocery Bags for Ojai Days	\$ 449.08
10/09/2012	Susan McMahon	Personal Vehicle Mileage Conference 10/3-10/4	\$ 223.00
10/09/2012	Susan McMahon	Lodging CA Lake Mgmt Conference 10/3-10/4	\$ 190.60
10/09/2012	Luke Soholt	Safety Boots	\$ 170.00
10/09/2012	Suzi Taylor	Chapstick for Ojai Days	\$ 147.50
10/09/2012	Suzi Taylor	Chip Bag Clips for Ojai Days	\$ 253.65
10/11/2012	Scott Lewis	Lodging CMWD 9/8/12-9/14/12	\$ 550.91
10/11/2012	Scott Lewis	Car Rental CMWD 9/8/12-9/14/12	\$ 348.17
10/18/2012	Ken Grinnell	Gas Springs for Truck Bed #13	\$ 107.23
10/25/2012	Brian Taylor	Clipboard Storage Boxes	\$ 106.75
10/25/2012	Mike Werber	Safety Boots	\$ 106.19
11/16/2012	Scott Lewis	Airfare to CMWD 10/29/12-11/2/12	\$ 281.20
11/16/2012	Mike Shields	Safety Boots	\$ 139.95
12/05/2012	Carol Belser	Lifeguarding Instructor Course	\$ 105.00
12/05/2012	Suzi Taylor	Calendars, Planners for LCRA	\$ 198.95
12/05/2012	Ron Yost	Safety Boots	\$ 155.46
12/05/2012	Steve Wickstrum	PE License Renewal	\$ 115.00
12/12/2012	Scott Lewis	Lodging CMWD 10/29-11/2	\$ 337.40
12/12/2012	Scott Lewis	Car Rental CMWD 10/29-11/2	\$ 281.07
12/12/2012	Ronald Merckling	Lodging, Parking ACWA Conference 12/4-12/7	\$ 716.52
12/12/2012	Curtis Orozco	Safety Boots	\$ 170.00
12/20/2012	Carol Belser	Lodging DFG Meeting 12/12/12	\$ 111.38
12/20/2012	Bill Hicks	Lodging ACWA Conference 12/4-12/7	\$ 638.52
12/26/2012	Robert Monnier	Lodging, CDPH T5 Panel 12/16-12/18	\$ 207.64
01/03/2013	Robert Vasquez	Safety Boots	\$ 170.00
01/03/2013	Luke Soholt	T3 Certification	\$ 100.00
01/03/2013	Scott MacDonald	Water Treatment/Quality Courses	\$ 302.00
01/10/2013	Scott Lewis	Airfare to CMWD 12/10/12-12/18/12	\$ 311.20
01/10/2013	Scott Lewis	PIT Tag Station Batteries (Powerstride Battery)	\$ 180.18
01/10/2013	Scott Lewis	Lodging CMWD 12/10-12/18	\$ 692.34
01/10/2013	Scott Lewis	Car Rental CMWD 12/10-12/18	\$ 493.31
01/10/2013	John Parlee	Safety Boots	\$ 170.00

**Casitas Municipal Water District  
 Reimbursement Disclosure Report (1)  
 Fiscal Year 2012/13  
 July 1, 2012-June 30, 2013**

01/16/2013	Ken Grinnell	Water Distribution Course	\$	161.00
01/24/2013	Michael Gibson	Misc. Equip for Fisheries (Lowe's)	\$	131.27
01/24/2013	Michael Gibson	2 Utility Boxes for PIT Tag Antenna	\$	278.33
02/06/2013	Steve Wickstrum	Personal Vehicle Mileage TMDL Meeting 1/14/13	\$	102.83
02/13/2013	Scott Lewis	Airfare to CMWD 1/12-1/21	\$	281.60
02/13/2013	Scott Lewis	Sampling Tubes for Fisheries	\$	221.23
02/13/2013	Scott Lewis	Ship Sampling Solution for Fisheries	\$	155.30
02/13/2013	Scott Lewis	Lodging CMWD 1/12-1/25	\$	1,069.89
02/13/2013	Scott Lewis	Car Rental CMWD 1/12-1/25	\$	541.04
02/13/2013	Scott Lewis	Change Fee-Departing on 1/25	\$	255.00
02/13/2013	Scott Lewis	Airfare CMWD 2/3-2/9	\$	265.50
02/21/2013	Gerardo Herrera	Safety Boots	\$	166.63
02/21/2013	Mark Passamani	Lodging Safety Seminar 2/6-2/7	\$	168.00
02/28/2013	Joel Cox	Safety Boots	\$	123.63
03/06/2013	Suzi Taylor	Grass Seed for LCRA	\$	291.83
03/06/2013	Scott Lewis	Lodging CMWD 2/10-2/16	\$	432.63
03/06/2013	Scott Lewis	Car Rental CMWD 2/10-2/16	\$	388.99
03/06/2013	Scott Lewis	Airfare CMWD 3/3-3/14	\$	261.60
03/21/2013	Scott MacDonald	Advance for AWWA Conference	\$	413.00
03/21/2013	Mike Shields	T5 Certification Renewal	\$	105.00
03/21/2013	Luke Soholt	Advance for AWWA Conference	\$	413.00
03/27/2013	Michael Gibson	Waders for Fisheries	\$	466.20
03/27/2013	Michael Gibson	Monitor for Fish Counter	\$	119.49
04/08/2013	Scott MacDonald	Round Trip Mileage AWWA Conference	\$	367.25
04/12/2013	Scott Lewis	Field Backpack, Deet	\$	155.51
04/12/2013	Scott Lewis	Lodging CMWD 3/3/13-3/13/13	\$	724.80
04/12/2013	Scott Lewis	Car Rental 3/3/13-3/14/13	\$	375.68
04/12/2013	Scott Lewis	Overnight Shipping of Lab Samples	\$	115.50
04/12/2013	Scott Lewis	Airfare CMWD 4/7/13-4/12/13	\$	356.60
04/12/2013	Scott Lewis	Winter Term Tuition	\$	1,753.57
05/01/2013	Joel Cox	Treatment Plant Operator II Course	\$	116.55
05/07/2013	Scott Lewis	Lodging CMWD 4/7/13-4/12/13	\$	421.75
05/07/2013	Scott Lewis	Car Rental 4/7/13-4/12/13	\$	377.69
05/07/2013	Scott Lewis	Airfare CMWD 5/4/13-5/12/13	\$	281.60
05/07/2013	Scott Lewis	Fish Passage Conference Registration	\$	182.82
05/07/2013	Susan McMahon	Grade 3 Water Distribution Operator Exam	\$	100.00
05/15/2013	Ken Grinnell	Grade 3 Water Distribution Operator Exam	\$	100.00
05/15/2013	Brian Taylor	Meal for Crew on Matilija Break	\$	118.26
05/15/2013	Brian Taylor	Safety Boots	\$	170.00
05/22/2013	Todd Evans	Safety Boots	\$	134.36
05/28/2013	Dale Godfrey	Safety Boots	\$	150.49
06/05/2013	Ken Grinnell	Registration Fee Motors & Pumps Maintenance	\$	161.00
06/05/2013	Scott MacDonald	Registration Fee Motors & Pumps Maintenance	\$	163.00
06/07/2013	Gerardo Herrera	Renew T2 Certification	\$	110.00
06/19/2013	Scott Lewis	Lodging CMWD 5/4/13-5/12/13	\$	579.84
06/19/2013	Scott Lewis	Car Rental CMWD 5/4/13-5/12/13	\$	281.40
06/19/2013	Scott Lewis	Dewalt Drill	\$	127.93
06/19/2013	Scott Lewis	Airfare CMWD 6/10/13-6/16/13	\$	311.60
06/19/2013	Scott Lewis	Spring Term Tuition	\$	1,246.43
06/21/2013	Willis Hand	Safety Boots	\$	124.99
06/21/2013	Gerardo Herrera	Safety Boots	\$	166.63

Note:

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



**Consumption Report**

**Water Sales FY 2012-2013 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2012 / 2013	2011 / 2012
													Total	Total
AD Ag-Domestic	364	470	586	574	428	242	31	153	180	284	344	542	4198	3632
AG Ag	361	462	573	526	428	158	48	135	138	226	297	428	3780	2431
C Commercial	88	95	107	73	62	24	11	9	24	30	56	84	663	544
DI Interdepartmental	27	4	41	4	14	3	6	2	5	2	7	5	120	113
F fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
I Industrial	1	3	3	3	2	2	1	2	1	1	1	3	23	38
OT Other	32	30	42	28	30	10	4	7	5	11	22	23	244	212
R Residential	212	67	340	140	198	95	106	51	103	67	168	131	1678	1463
RS - P Resale Pumped	12	21	57	59	85	43	31	17	22	26	73	105	551	102
RS - G Resale Gravity	139	384	592	347	473	375	303	383	367	405	457	611	4836	6111
TE Temporary	1	1	3	1	2	0	0	1	0	1	2	1	13	9
<b>Total</b>	1237	1537	2344	1755	1722	952	541	760	845	1053	1427	1933	<b>16,106</b>	14,655
<b>Total 2011/2012</b>	1838	1864	1754	1540	1130	807	901	1048	1024	886	615	1248	<b>N/A</b>	<b>14655</b>



# Association of California Water Agencies

Since 1910

Leadership • Advocacy • Information • Service

## MEMORANDUM

**TO:** ACWA Member Agencies  
Board Presidents and General Managers

**CC:** ACWA Board of Directors

**FROM:** ACWA Nominating Committee

**DATE:** June 7, 2013

**SUBJECT:** Call for Candidate Nominations

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ACWA's Nominating Committee is responsible for submitting a slate for the Association's statewide positions of President and Vice President to the general membership meeting at Fall Conference.

Nominations must be received in the ACWA office by **Tuesday, September 3, 2013**, to be considered by the committee. Candidate interviews are slated for **Wednesday, September 18**.

The following criteria must be met for names to be considered:

- Only elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association shall be eligible for election to the officer positions.
- Nominations of qualified candidates are encouraged from all member agencies.
- All nominations for the positions of ACWA President and Vice President shall be accompanied by a resolution of support from the ACWA member agency on whose board the nominee serves. Said resolution shall be signed by an authorized signatory of the member agency's Board of Directors.
- A resume of the candidate, highlighting qualifications for the position, shall accompany each nomination.

It is not necessary to have additional letters or resolutions of support from other agencies, but the Nominating Committee will review all materials received.

ACWA's Bylaws and Board policies establish the criteria outlined above, which also govern nominations from the floor. Board policy reads, "All nominations received for the positions of ACWA President and Vice President shall be accompanied by a resolution of support from the

ACWA member agency on whose board the nominee serves, and signed by an authorized signatory of the Board of Directors. This policy applies to nominations received in the ACWA office prior to elections, as well as to all nominations received from the floor at general session during the floor nomination process” (Policy O.3.a.).

We appreciate your interest and participation in this process to find the best qualified individuals to serve in representing the statewide membership of ACWA. Thank you for your consideration of our request.

Nominating Committee members include:

- Paul Kelley, Region 1
- Thad Bettner, Region 2
- Joe Parker, Region 3
- Mike Hardesty, Region 4
- David Hodgins, Region 5
- William Diedrich, Region 6
- J. Paul Hendrix, Region 7
- Stephen Cole, Region 8
- Martha Davis, Region 9
- Linda Ackerman, Region 10

We ask that candidates not approach Nominating Committee members directly to solicit their support, but it is acceptable for candidates to interact with the regions, committees, and ACWA members.

Should you have any questions regarding this process, please contact Clerk of the Board Donna Pangborn at the ACWA office at 916-441-4545 or [donnap@acwa.com](mailto:donnap@acwa.com)

Enclosures:

1. Basic Information for ACWA Officer Nominees
2. Sample Resolution to Nominate Candidate for ACWA President or Vice President



### PRESIDENT

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- Must be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association
- Term of office begins January 1 following election
- Term of office—2 years
- Willingness and ability to represent ACWA at a variety of functions / events, including visits to member agencies for ceremonies, events, and retention efforts
- President unable to succeed him / herself in that office
- Serves on the ACWA Board and presides at all Board meetings—approximately six per year
- May call special Board meetings with proper notification
- Serves on Executive Committee and presides at meetings—approximately six in-person meetings and additional teleconference meetings as needed
- Presides over all general membership meetings—potentially two per year
- Appoints members of all committees, including the chair and vice chair of each, upon recommendation from members and regions (as communicated by the region chairs), with each such committee chair and vice chair ratified by the Board of Directors
- Appoints task forces and work groups as needed, consistent with and supportive of the mission of the Association
- Non-voting ex officio member of all committees, except Nominating Committee or region boards
- Agrees to support ACWA positions on issues of importance to the statewide membership
- Determines with vice president how to handle attendance at region functions
- Expenses for official ACWA functions are paid by ACWA; spouse registration and meals are also covered for official ACWA functions
- Receives weekly packets from ACWA
- Business cards are provided by ACWA if desired
- Time commitment between Board meetings and events limited to weekly conference calls with the Executive Director and other Board officers regarding Association matters

## VICE PRESIDENT

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- Must be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association
- Term of office begins January 1 following election
- Term of office—2 years
- Willingness and ability to represent ACWA at a variety of functions / events
- Assumes all duties in absence of president
- Succeeds president for an unexpired term if vacancy occurs
- Serves on the ACWA Board and presides over Board meetings in the absence of the President
- Serves on the ACWA Executive Committee
- Serves as chair / vice chair of task forces / work groups as requested by the President
- Agrees to support ACWA position on issues of importance to the statewide membership
- Determines with president how to handle attendance at region functions
- Budget is provided to cover expenses for official ACWA functions; spouse registration and meals are also covered for official ACWA functions
- Receives weekly packets from ACWA
- Business cards are provided by ACWA if desired
- Time commitment between Board meetings and events limited to weekly conference calls with the Executive Director and other Board officers regarding Association matters
- ACWA / JPIA
  - Serves on ACWA / JPIA's Executive Committee—meets approximately 10 times a year
  - Attends ACWA / JPIA Board meetings—meets two times a year
  - ACWA / JPIA pays related expenses to attend their meetings



# SAMPLE RESOLUTION TO NOMINATE CANDIDATE FOR ACWA PRESIDENT OR VICE PRESIDENT

RESOLUTION OF THE BOARD OF DIRECTORS OF

\_\_\_\_\_

TO NOMINATE AND SUPPORT

\_\_\_\_\_

AS A CANDIDATE FOR THE POSITION OF ACWA \_\_\_\_\_

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, \_\_\_\_\_ has served in a leadership role as a member of the \_\_\_\_\_ Board of Directors since \_\_\_\_\_; and

WHEREAS, (list positions held to demonstrate knowledge of water and leadership)

WHEREAS,

WHEREAS,

WHEREAS, it is the opinion of the \_\_\_\_\_ Board of Directors that \_\_\_\_\_ possesses all of the qualities needed to fulfill the duties of the office of ACWA \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, that the \_\_\_\_\_ Board of Directors does hereby nominate and support \_\_\_\_\_ as a candidate for the office of ACWA \_\_\_\_\_, pledging the District's support of his/her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED by the \_\_\_\_\_ Board of Directors at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

Ayes: Directors

Noes: Directors

Absent: Directors



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

June 28, 2013

Thomas Howard, Executive Director  
State Water Resources Control Board  
1001 I Street  
Sacramento, CA 95812-0100

re: Ventura River TMDL – Resolution 2013-0005

Dear Mr. Howard,

We have received the California State Water Resources Control Board (State Board) submittal of the amendments to the Water Quality Control Plan for the Los Angeles Region containing Total Maximum Daily Loads (TMDLs) for listed water quality impairments in California's Ventura River, including its estuary and tributaries (State's TMDLs). Based on EPA's review of the TMDLs submitted under Clean Water Act (CWA) Section 303(d), EPA finds the State's TMDLs adequately address the pollutants of concern and upon implementation will lead to the attainment of the applicable water quality standards for the Ventura River, including its estuary and tributaries. All required elements are adequately addressed; therefore, the TMDLs submitted by the State Board for the Ventura River are hereby approved pursuant to CWA Section 303(d)(2).

EPA received a complete TMDL package, Resolution 2013-0005, for review from the State on June 4, 2013 (Los Angeles Regional Water Quality Control Board adopted on December 6, 2012; State Board adopted on February 19, 2013; and Office of Administrative Law approved on June 4, 2013). The State Board adopted the TMDLs to address algae, eutrophic conditions and nutrient impairments in the Ventura River, its estuary and tributaries, as identified on the State of California's CWA Section 303(d) lists from 1998 through 2010. The TMDLs include load and wasteload allocations as needed, take into consideration seasonal variations and critical conditions, and provide adequate margins of safety. The State has provided adequate opportunities for public review and comment on the TMDLs, and demonstrated how public comments were considered in the final TMDLs. The TMDL submittal also contains detailed plans for implementing the TMDLs. EPA has reviewed these plans and that review has informed EPA's understanding and approval of the TMDLs. However, EPA does not act upon the implementation plans themselves.

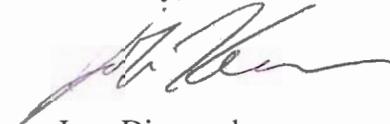
Concurrent with the development and public review of the State TMDLs, EPA developed proposed TMDLs to address the CWA Section 303(d) listings for pumping and water diversion impairment in Reaches 3 and 4 of the Ventura River. EPA released its draft TMDLs for public comment on December 10, 2012, held a public hearing on January 14, 2013, and accepted public comments on the draft TMDLs through January 25, 2013.

EPA found that the effects of pumping and water diversions in these reaches were correlated with the impairment of aquatic life and cold water habitat beneficial uses due to nutrient loading and algae growth. Consequently, EPA's draft TMDLs for Reaches 3 and 4 of the Ventura River addressed water quality impairments of designated beneficial uses that were also addressed by the State's TMDLs for algae, eutrophic conditions and nutrients. EPA's proposed concentration-based wasteload and load allocations for total nitrogen and total phosphorus were consistent with the mass-based nitrogen and phosphorus loadings specified in the State's TMDLs. EPA's proposed TMDLs were developed to address water quality impairments caused by nitrogen and phosphorus under current hydrological conditions; EPA did not attempt to delineate the Ventura River's natural hydrological conditions, or address other issues related to the pumping and diversion of water in Reaches 3 and 4 of the Ventura River.

Based on EPA's approval of the State's TMDLs addressing the algae, eutrophic conditions and nutrient impairments, together with other available information regarding Reaches 3 and 4 of the Ventura River, EPA has determined that it is unnecessary at this time to establish separate nitrogen and phosphorus TMDLs for the pumping and water diversion impairment listings for Reaches 3 and 4 of the Ventura River. The State's TMDLs address the same beneficial uses as EPA's draft TMDLs, identify the same stressors as EPA, were developed with reference to the existing hydrological conditions in the watershed, including pumping and water diversion activities, and provide the same nutrient loading capacities. The State's nitrogen and phosphorus TMDLs also apply throughout the Ventura River, its estuary, and all tributaries. EPA finds that the State's nitrogen and phosphorus TMDLs provide equivalent protection of water quality in Reaches 3 and 4 of the Ventura River as EPA's proposed TMDLs. Therefore, EPA is not establishing nitrogen and phosphorus TMDLs for the pumping and water diversion impairment listings. Other State and Federal agencies have additional authorities which may be available to address other potential impacts of pumping and water diversion within Reaches 3 and 4.

EPA recognizes that implementation of the State's TMDLs is already underway, and that it involves highly innovative and rigorous approaches to both tracking and accounting of pollutant load reductions as well as on-the-ground techniques for achieving water quality improvements. We strongly encourage the State to continue its important work with responsible parties and affected stakeholders to implement these strategies.

Sincerely,

  
For  Jane Diamond  
Director, Water Division

**June 28, 2013**

**USEPA Response to Comments on the Draft Total Maximum Daily Loads for  
Ventura River Reaches 3 and 4**

On December 10, 2012, the United States Environmental Protection Agency (USEPA) solicited public comments on the draft Total Maximum Daily Loads (TMDLs) for Ventura River Reaches 3 and 4. The State of California placed these river segments on its 303(d) list for the impairment of “pumping and water diversions” in 1996. USEPA held a public hearing on the draft TMDLs on January 14, 2013, and accepted public comments through January 25, 2013.

USEPA has determined that it is unnecessary at this time to establish separate TMDLs to address the pumping and water diversion impairment listings for Reaches 3 and 4 of the Ventura River. In Resolution 2013-0005, the State of California has adopted TMDLs to address algae, eutrophic conditions and nutrient impairments in the Ventura River. Today the USEPA is approving these State TMDLs. The State’s TMDLs address the same beneficial uses as USEPA’s draft TMDLs, identify the same stressors as USEPA’s draft TMDLs, were developed with reference to the existing hydrological conditions in the watershed, including pumping and water diversion activities, and provide the same nutrient loading capacities. The State’s TMDLs also apply throughout the Ventura River, its estuary, and all tributaries. USEPA finds that the State’s TMDLs provide equivalent protection of water quality in Reaches 3 and 4 of the Ventura River as USEPA’s proposed TMDLs. Therefore, USEPA is not establishing separate TMDLs to address the pumping and water diversion impairment listings.

In light of this determination, USEPA provides the following responses to the public comments received during the public comment period on USEPA’s draft TMDLs:

**Comments Opposing Establishment of Final TMDLs**

The comments that raised issues with the factual or legal bases for the proposed TMDLs, or which proposed limitations or modifications to the proposed TMDLs, have been addressed by USEPA’s decision to not issue final TMDLs at this time.

**Requests to “Delist” or Retain the Section 303(d) listing for Reaches 3 and 4**

Comments: Some commenters asked USEPA to “delist” the pumping and water diversions impairment for Ventura River Reaches 3 and 4, based on a lack of evidence supporting the original listing in 1996 or because of events that have occurred since the original listing. (Ventura County; Farm Bureau of Ventura County; Rancho Matilija Mutual Water Company; Ventura Water) Two commenters asked USEPA to retain this impairment listing. (Heal the Bay; Santa Barbara Channelkeeper)

Response: The status of the Section 303(d) impairment listing is not within the scope of this TMDL determination. Any changes to the Ventura River listings would have to be initiated through the Los Angeles Regional Water Quality Control Board. The State Water Resources Control Board’s “Water Quality Control Policy for Developing California’s Clean Water Act Section 303(d) List,” states that interested parties can request that an existing listing be reassessed according to the Policy’s delisting factors.

### **Comments in Favor of Establishment of the TMDLs**

Comments: Commenters support the TMDLs and the inclusion of concentration-based Load Allocations and Waste Load Allocations, targets for dissolved oxygen and algal biomass, and explicit margin of safety. (Heal the Bay; Santa Barbara Channelkeeper)

Response: For the reasons described above, USEPA has determined that it is unnecessary at this time to establish TMDLs for Reaches 3 and 4 of the Ventura River. USEPA expects that the State's recently approved TMDLs will provide equivalent protection of water quality when they are implemented.

Comments: The TMDLs will not fully address the impairment due to pumping and water diversions. Commenters urge USEPA to explicitly state this in the TMDL. Better water quality doesn't ameliorate the issue of low flows. Reduced surface flow limits the extent of cold water habitat and impairs contact and non-contact recreation uses. Groundwater pumpers are not listed as responsible parties. Adoption of a TMDL that claims to address pumping and water diversions could hamper efforts to effectively address issues associated with low flows. (Heal the Bay; Santa Barbara Channelkeeper)

Response: The proposed TMDLs were directed at water quality problems associated with nutrient loadings in Reaches 3 and 4 of the Ventura River. USEPA acknowledges that the proposed TMDLs were not expected to address all issues in Reaches 3 and 4 of the Ventura River that might be associated with pumping and water diversions.

### **Comments Requesting Other USEPA Action**

Comments: USEPA should provide additional detailed recommendations for additional flow recovery efforts. USEPA's list of recommendations in the TMDL should include a program to preserve minimum base flows, action plans to address fish stranding and recreation, real-time monitoring of flows and diversions, and water conservation and efficiency programs. (Heal the Bay; Santa Barbara Channelkeeper)

Response: USEPA agrees that establishment of TMDLs would not adequately address all aquatic impacts that are related to pumping, diversions and flows in the Ventura River. However, recommendations for flow recovery efforts are not within the scope of USEPA's TMDL analysis, or our determination that separate TMDLs are not necessary for Reaches 3 and 4 at this time.

Comment: USEPA should engage and collaborate with other agencies to complete a comprehensive assessment of pumping impacts and devise a plan. (Association of California Water Agencies; Farm Bureau of Ventura County; Heal the Bay; Santa Barbara Channelkeeper) USEPA should use this TMDL concept to initiate a program for stakeholders to develop water balance and operation guidelines. (Ojai Valley Green Coalition)

Response: Prior to issuance of the draft TMDLs, USEPA worked with the LA RWQCB, the commenters, and other stakeholders on a draft Memorandum of Agreement to put in place an alternative program of activities to address the impacts of pumping and water diversions on steelhead trout habitat and other beneficial uses of the Ventura River. This effort ended without success in September 2012. USEPA supports further efforts by the Ventura River stakeholders to comprehensively assess the impacts of pumping and diversion activities and address its detrimental impacts. USEPA believes that the State and

other Federal agencies may be in a better position to lead an assessment and planning process with the involvement of local agencies, water users, nongovernmental organizations, and other stakeholders.

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
07/02/13**

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 Farm CR BK	31331VK96	06/30/2014	\$973,829.73	\$973,812.84	5.650%	04/01/2013	6.02%	358
*TB	Federal Home Loan Bank	313379EE5	06/14/2019	\$1,388,729.23	\$1,302,291.00	1.625%	10/03/2012	8.05%	2142
*TB	Federal Home Loan Bank	3133XFKF2	06/11/2021	\$733,515.34	\$679,358.40	5.625%	01/16/2013	4.20%	2859
*TB	Federal Home Loan Bank	3133XKTV7	06/13/2014	\$976,194.32	\$976,121.30	4.875%	04/01/2013	6.04%	341
*TB	Federal Home Loan Bank	3133XLWN1	09/12/2014	\$985,309.77	\$984,544.50	5.250%	04/01/2013	6.09%	430
*TB	Federal Home Loan Bank	3133XSP930	12/13/2013	\$705,741.05	\$709,359.00	3.125%	07/01/2010	4.39%	161
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$711,960.45	\$733,656.00	2.875%	07/01/2010	4.54%	700
*TB	Federal Home Loan Bank	3134A4VG60	11/17/2015	\$746,613.10	\$769,160.00	4.750%	07/19/2010	4.76%	855
*TB	Federal Home Loan Bank	3134G34WJ	08/28/2014	\$998,799.35	\$998,455.62	0.375%	04/01/2013	6.17%	416
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/2016	\$692,951.55	\$692,247.82	1.375%	03/12/2012	4.28%	1213
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,158,761.31	\$1,156,240.00	5.125%	01/03/2012	7.15%	1575
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/2013	\$704,871.85	\$706,650.00	4.125%	07/01/2010	4.37%	85
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/2014	\$710,714.67	\$720,335.00	3.000%	07/01/2010	4.45%	386
*TB	Federal Home Loan MTG Corp	3137EADB2	01/13/2022	\$209,972.10	\$194,338.00	2.375%	02/11/2013	1.20%	3071
*TB	Federal Natl MTG Assn	31398AYY20	09/16/2014	\$711,448.39	\$723,499.00	3.000%	07/01/2010	4.47%	434
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/2018	\$1,125,237.36	\$1,179,250.90	1.375%	07/06/2010	7.29%	1813
*TB	US Treasury Notes	912828JW10	12/31/2013	\$701,337.10	\$704,760.00	1.500%	07/01/2010	4.36%	179
*TB	US Treasury Notes	912828LZ10	11/30/2014	\$705,919.12	\$718,620.00	2.125%	07/01/2010	4.44%	508
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/2020	\$1,110,295.21	\$1,172,840.62	1.375%	07/01/2010	7.25%	2353
Accrued Interest					\$74,689.13				
<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>				<b>\$16,052,201</b>	<b>\$16,170,229</b>			<b>88.18%</b>	
<b>Total Certificates of Deposit: (11.13506)</b>				<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>	
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$444</b>	<b>\$444</b>	0.35%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,167,079</b>	<b>\$2,167,079</b>	0.65%	Estimated	<b>11.82%</b>	
<b>TOTAL FUNDS INVESTED</b>				<b>\$18,219,723</b>	<b>\$18,337,751</b>			<b>100.00%</b>	
Total Funds Invested last report				\$18,230,421	\$18,459,965				
Total Funds Invested 1 Yr. Ago				\$14,524,851	\$14,876,503				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$636,702</b>	<b>\$636,702</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$7</b>	<b>\$7</b>	0.010%			
	<b>CASH IN PIMMA Money Market</b>			<b>\$0</b>	<b>\$0</b>	0.000%			
<b>TOTAL CASH &amp; INVESTMENTS</b>				<b>\$18,856,432</b>	<b>\$18,974,460</b>				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$18,195,410	\$18,547,061				
*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.