



## Board Meeting Agenda

Russ Baggerly, Director  
Angelo Spandrio, Director  
Brian Brennan, Director

Pete Kaiser, Director  
James Word, Director

### CASITAS MUNICIPAL WATER DISTRICT

Meeting to be held at the  
Casitas Board Room  
1055 Ventura Ave.  
Oak View, CA 93022  
May 22, 2019 @ 3:00 P.M.

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.

Special Accommodations: 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)).

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Agenda Confirmation - Consider and approve, by majority vote, minor revisions to Board items and/or attachments and any item added to, or removed/continued from, the Agenda.
5. Public comments – presentations on District related items that are not appearing on the agenda – three minute limit.
6. Consent Agenda
  - a. Approve and Adopt Minutes from the May 4, 2019 special meeting.
  - b. Approve and Adopt Minutes from the May 8, 2019 meeting.
  - c. Approve emergency purchase order #21702 in the amount of \$36,505.49 to Electronic Systems Technology, Inc. for the emergency purchase of upgraded SCADA radio equipment.

7. Action Items:
  - a. Review, Approve and Accept District Accounts Payable Report for the Period of 5/02/19 - 5/08/19.
  - b. Consideration and Approve Finance Committee recommendation to approve the claim of Mark Bodycombe in the amount of \$200.00 and allow a credit of twenty units of water with no liability for work done on the District's behalf.
  - c. Consider and Approve Executive Committee Recommendations regarding Clean Power Alliance power alternatives for Casitas.
  - d. Approve, and Authorize Board President to sign, an agreement with Lauterbach & Associates, Architects, Inc. for the Administration Building Remodel in an amount not to exceed \$14,900.
  - e. Approve, and Authorize Board President to sign, an agreement with Nigro & Nigro as the Casitas Independent Auditor for Fiscal Years 2019-2023.
  - f. Establish and Approve a budget of \$95,000 to install a mainline valve and related appurtenances in the 39-inch Oak View Main to facilitate installation of a new mainline valve.
  - g. Approve, and Authorize Board President to sign, an employment agreement with Michael Flood for the position of General Manager.
8. Receive and File Information Items:
  - a. Board Priority List Update.
  - b. Letter of agreement with the Bureau of Reclamation in a not to exceed amount of \$20,000 for staff services related to permitting of the Robles Forebay Restoration Project.
  - c. Hydrology Report for April, 2019.
  - d. Consumption Report.
  - e. CFD 2013-1 Report.
  - f. Investment Report.
9. General Manager comments. Brief announcements and report on District activities.
10. Board of Director Reports on Meetings Attended.
11. Board of Director Comments per Government Code Section 54954.2, subdivision (a).

12. Closed Session

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(a)  
*Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura; and City of San Buenaventura v. Abbott et al.*, Los Angeles County Superior Court, Complex Civil Division, Case No. CPF-14-513875.

13. Adjournment.



Minutes of the Casitas Municipal Water District  
Special Board Meeting Held  
May 4, 2019

A special meeting of the Board of Directors was held May 4, 2019 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California.

1. Call to Order

The meeting was called to order at 8:30 a.m.

2. Roll Call

All Board members are present along with General Manager Michael Flood, Executive Administrator Rebekah Vieira and Attorney Robert Kwong. There was one member of the public in attendance.

3. Pledge of Allegiance to the Flag of the United States of America.

President Kaiser led the Pledge of Allegiance.

4. Agenda Confirmation – Consider and approve, by majority vote, minor revisions to Board items and/or attachments and any item added to, or removed/continued from, the Agenda.

On the motion of Director Brennan, seconded by Director Word the agenda was confirmed by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Brennan, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	None

5. Public comments – presentations on District related items that are not appearing on the agenda – three minute limit.

None.

6. General Manager comments. Brief announcements and report on GM and District workforce activities.

Mr. Flood reminded the board of the June 8<sup>th</sup> Budget Workshop.

7. Board of Director Comments.

Director Word asked for a report on vegetation abatement at the lake.

8. Action Items

- A. Development and Possible Approval of Casitas Municipal Water District Mission Statement.

Mr. Flood presented information on developing a mission statement and provided a few examples.

Kimberly Rivers, a resident of Ojai, representing herself, spoke about living sustainably within our watershed and provided some suggestions.

The board developed the following statement:

The ongoing mission of the Casitas Municipal Water District is to provide its service area with safe and reliable locally and regionally developed water and recreational opportunities in an environmentally and economically responsible manner.

On the motion of Director Brennan, seconded by Director Spandrio, the above mission statement was adopted by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Brennan, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	None

9. Discussion Items

- A. Review and Receive April 8, 2019 Memorandum on Recommendations for Board of Director Decision-Making Governance from District Counsel.

Mr. Kwong presented the memo and guided the board through the recommendations regarding decision making and governance.

10. Adjournment.

President Kaiser adjourned the meeting at 10:30.

---

Brian Brennan, Secretary



Minutes of the Casitas Municipal Water District  
Board Meeting Held  
May 8, 2019

A meeting of the Board of Directors was held May 8, 2019 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California.

1. Call to Order

President Kaiser called the meeting to order at 3:00 p.m.  
3 public 3 staff

2. Roll Call

Directors Word, Spandrio, Baggerly and Kaiser were present. Director Brennan is absent. Also present was General Manager Mike Flood, Clerk of the Board Rebekah Vieira and attorney Robert Kwong. There were three staff members and three members of the public in attendance.

3. Pledge of Allegiance

President Kaiser led the Pledge of Allegiance

4. Agenda Confirmation - Consider and approve, by majority vote, minor revisions to Board items and/or attachments and any item added to, or removed/continued from, the Agenda.

None

5. Public comments – presentations on District related items that are not appearing on the agenda – three minute limit.

None

6. Consent Agenda

APPROVED

- a. Approve and Adopt Minutes from the April 24, 2019 meeting.

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

AYES: Directors: Word, Spandrio, Baggerly, Kaiser  
NOES: Directors: None  
ABSENT: Directors: Brennan

7. Action Items:

- A. Review, Approve and Accept District Accounts Payable Report for the Period of 4/18/19 - 5/1/19. APPROVED

On the motion of Director Word, seconded by Director Baggerly, the report was approved by the following roll call vote:

AYES: Directors: Word, Spandrio, Baggerly, Kaiser  
NOES: Directors: None  
ABSENT: Directors: Brennan

- B. Approve and Adopt Resolution of Appreciation for Susan McMahon as she retires after 32 years of service with Casitas Municipal Water District. ADOPTED

Director Baggerly read the resolution and then offered the resolution which was seconded by Director Word and adopted by the following roll call vote:

AYES: Directors: Word, Spandrio, Baggerly, Kaiser  
NOES: Directors: None  
ABSENT: Directors: Brennan

Resolution is numbered 2019-13

- C. Approve and Adopt Resolution scheduling a public hearing on June 26, 2019 to hear input from the public on the Fiscal Year 2019/2020 Budget. ADOPTED

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

AYES: Directors: Word, Spandrio, Baggerly, Kaiser  
NOES: Directors: None  
ABSENT: Directors: Brennan

Resolution is numbered 2019-14

- D. Reconsideration of April 24, 2019 Board Meeting Agenda Item No. 11 entitled "Discussion of Clean Power Alliance power alternatives for Casitas." REFERRED TO COMMITTEE

Mr. Kwong read his memo and suggested that the item could be referred to committee and brought back for a second vote with proper noticing and consideration.

Director Word offered the reconsideration for the item and recommend taking an action today. Director Baggerly seconded the offer for reconsideration and then the board heard from members of the public.

Phil White, a resident of Ojai thanked Casitas and your board for providing me and my former ranch on Rincon mountain with water. Mr. White discussed climate change and global warming and recommended that the board either defer for more study or adopt the 100% renewable option with CPA.

Laura Ward, publisher of the Ojai Valley News expressed concerns and questions regarding the CPA and suggested waiting until more information is available.

Mr. Flood explained that we opted out of 19 accounts which remain with Edison for 12 months. 53 accounts were moved to CPA. The recommendation was to give us six months to look at this. Critical peak pricing takes advantage of solar and we would shift pumping to middle of the day. We will need to review the Critical Peak Pricing with Edison and compare that with clean power. The decision to opt out on 19 accounts was made at staff level and at the boards direction prior to realizing that we would come back and reconsider the item.

Director Word moved for reconsideration, this was seconded by Director Baggerly and passed by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Brennan

The board continued to discuss the item and on the motion of Director Baggerly, seconded by Director Spandrio the item will be reviewed in Executive Committee and brought back to the next board meeting. This was approved by the following roll call vote:

AYES:	Directors:	Spandrio, Baggerly, Kaiser
NOES:	Directors:	Word
ABSENT:	Directors:	Brennan

E. Approve and Adopt the Notice of Exemption for the Robles Forebay Restoration Project, Specification No. 19-415. ADOPTED



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

AYES:	Directors:	Word, Spandrio, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Brennan

8. Information Items: APPROVED FOR FILING

- A. Board Priority List Update
- B. Monthly Engineering Staff Report.
- C. Finance Committee Minutes
- D. Consumption Report.
- E. Investment Report.

On the motion of Director Word, seconded by Director Baggerly, the Information items were approved by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Brennan

9. General Manager comments. Brief announcements and report on District activities.

Mr. Flood informed the board that we are working through the rehabilitation of the Ojai Well Field. The Gorham well casing is in such poor shape it cannot stand the rehab that was planned for it. The casing too thin. There is not much opportunity to enhance the production of that well. San Antonio #4 could be up for abandonment and replacement.

10. Board of Director Reports on Meetings Attended.

Director Spandrio attended the LCW Summit on Monday and Tuesday and found it interesting and I guess if all the organizations there are doing the kinds of jobs they say they are doing we don't have a problem in the world. Director Baggerly added he attended on the second day and did not hear anything new.

11. Board of Director Comments per Government Code Section 54954.2, subdivision (a).

Director Spandrio asked about a HR update. Mr. Flood reported it is 99% complete. An offer is out and has been accepted but some final steps to be taken. Director Spandrio then asked about the AGM and Mr. Flood explained we have some candidates to interview and expect it to be filled before October.

President Kaiser moved the meeting to closed session at 4:02 p.m. with Mr. Kwong reading the title of the closed session item.

12. Closed Session

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(a)  
*Santa Barbara Channelkeeper v. State Water Resources Control Board; City of San Buenaventura*, San Francisco County Superior Court, Case No. CPF-14-513875.

President Kaiser moved the meeting back into open session at 4:26 p.m. with Robert Kwong stating the board met in closed session and no action was taken.

13. Adjournment.

President Kaiser adjourned the meeting at 4:26 p.m.

---

Brian Brennan, Secretary

# MEMORANDUM

---

TO: Board of Directors  
From: Michael L. Flood, General Manager  
RE: **Emergency approval of a purchase order #21702 in the amount of \$36,505.49 to Electronic Systems Technology, Inc. for the emergency purchase of upgraded SCADA radio equipment.**  
Date: May 17, 2019

---

## RECOMMENDATION:

Finance Committee recommends that the Board of Directors approve this purchase order as presented.

## BACKGROUND:

During the past several weeks, the District's SCADA system has experienced communication difficulties resulting in the need to purchase upgraded equipment on an emergency basis.

CMWD purchase order #21702 in the amount of \$36,505.49 to Electronic Systems Technology, Inc. was approved by the General Manager and the items have been ordered and received.

The Finance Committee reviewed this item at the May 17, 2019 Committee Meeting

## DISCUSSION:

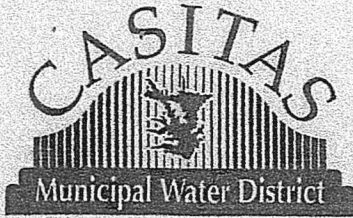
CMWD Ordinance 12-02 Section 2 limits the General Manager's approval authority to \$20,000.00 as well as other procurement requirements unless an emergency situation exists.

Ordinance 12-02 also requires that the General Manager provide the Board of Directors with an explanation when an emergency purchase is made.

The General Manager made the determination that an emergency existed and thus executed this purchase order so that the items could be ordered and received quickly.

This emergency occurred during the week of April 30<sup>th</sup>, 2019 and the items were received during the week of May 6<sup>th</sup>, 2019.

The Finance Committee reviewed this item and recommends approval.



1055 Ventura Avenue  
 Oak View, CA 93022  
 Telephone (805) 649-2251  
 fax (805) 649-2234

# PURCHASE ORDER

Date: 04/30/2019

PO Number: 25231

Vendor #: 00488

Dept #:

**To:** ELECTRONIC SYSTEMS TECH  
 BLDG B-1  
 415 NORTH QUAY STREET  
 KENNEWICK, WA 99336  
 Ph # (509) 735-9092  
 Fax (509) 783-5475

**Ship To:** Casitas Municipal Water Dist.  
 Attn: Warehouse/Receiving  
 1055 Ventura Ave.  
 Oak View, CA 93022

SHIP VIA		F.O.B.		TERMS		DELIVERY DATE	
Bestway		Destination		Net 30		5/03/2019	
UNITS	DESCRIPTION	Reg #	GL #	PRICE	AMOUNT		
13.00	450-470 Mhz Wireless Radios part # 210C	21702	11 -5-54-5912-00	1839.20	23909.60 *		
6.00	450-470 Mhz Wireless Radio part #210C	21702	11 -5-52-5912-00	1839.20	11035.20 *		
15.00	Lightning Arrestors part #AA161 pricing per quote 22684 Esteem Radios, for Scada	21702	11 -5-54-5912-00	92.00	1380.00 *		

NOTE: Delivery accepted 8:30 to 4:00 Monday thru Friday, except Holidays. \* Taxable item  
 See Purchase Order Terms and Conditions on reverse side.

<b>SUB TOTAL</b>	36324.80
<b>FREIGHT</b>	0.00
<b>SALES TAX</b>	0.00
<b>TOTAL</b>	36324.80

Approved by: M. Flood UR

Date: 04/30/2019

For Casitas Municipal Water District

Purchase orders for Construction, Alteration or Repair of Casitas Facilities require Certificate of Insurance Form D-51.

RECEIVED MAY 01 2019



Phone: 509-735-9092  
Fax: 509-783-5475

Electronic Systems Technolo  
415 N. Quay, Bldg B-1  
Kennewick WA 99336

RECEIVED MAY 08 2019

Pack Slip: 3748  
3748

Packing Slip

Page: 1 of 1

Ship To: Eric Behrendt  
Casitas Municipal Water District  
1055 N. Ventura Ave.  
Oakview CA 93022  
  
Phone: 805-797-1728  
Fax:  
ebehrendt@casitaswater.com

Sold To: Debbie Gomez  
Casitas Municipal Water District  
1055 N. Ventura Ave.  
Oakview CA 93022  
  
Phone: 805-649-2251 x 102  
Fax:

Ship Date: 5/2/2019 F.O.B.:Origin - Prepay/Add  
Ship Via: UPS Ground Service

PO Line	Part Number/Description Planned Qty	Shipped Qty
---------	--	-------------

Sales Order:12580

Your PO: 25231

Salesperson(s):Dan Tolley

SO Line: 1 SO Release: 1

210C/ESTeem, 450-470 MHz, Narrow band, 64.8 Kbps, 2 Watts  
19.00 EA 19.00 EA

Our Part: 210C 2

Serial Numbers: C-25112, C-25119, C-26267, C-26268, C-26269, C-26270, C-26271, C-26292, C-26293, C-26294,  
C-26295, C-26296, C-26396, C-26397, C-26398, C-26726, C-26727, C-26728, C-26729

SO Line: 2 SO Release: 1

AA161/Arrestor, Lightning, N-f/N-f, 125-1000 MHz  
15.00 EA 15.00 EA

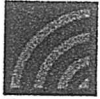
Our Part: AA161

Miscellaneous Charge

Misc. Amount

Freight	180.69 US Dollars
<b>Total Miscellaneous Charges:</b>	<b>180.69 US Dollars</b>

PackSlip:8.03:01



# ESTEEM

INDUSTRIAL WIRELESS SOLUTIONS

Electronic Systems Technology, Inc.  
415 N. Quay, Bldg B-1  
Kennewick WA 99336

Phone: 509-735-9092  
Fax: 509-783-5475

## INVOICE

Page: 1 of 1  
Date: 5/2/2019

Invoice: 32858

**Sold To:**

Nicole Parson  
Casitas Municipal Water District  
1055 N. Ventura Ave.  
Oakview CA 93022

**Ship To:**

Eric Behrendt  
Casitas Municipal Water District  
1055 N. Ventura Ave.  
Oakview CA 93022

nparson@casitaswater.com

PO Number: 25231

Sales Rep: Dan Tolley

Packing Slip: 3748

Terms: Net 30 Days

Ordered: 4/30/2019

Customer ID: CAS022

F.O.B.: Origin - Prepay/Add

Ship Via: UPS Ground Service

Ship Date: 5/2/2019

Part Number	Description	Quantity	List Price	Net Price	Ext Price
<b>Miscellaneous Charges:</b>					
	<u>Description</u>				<u>Amount</u>
	Freight				180.69
AA161	Arrestor, Lightning, N-f/N-f, 125-1000 MHz	15.00EA	115.00	92.00	1,380.00
210C	ESTeem, 450-470 MHz, Narrow band, 64.8 Kbps, 2 Watts	19.00EA	2,299.00	1,839.20	34,944.80
SerialNumber	C-25112, C-25119, C-26267, C-26268, C-26269, C-26270, C-26271, C-26292, C-26293, C-26294, C-26295, C-26296, C-26396, C-26397, C-26398, C-26726, C-26727, C-26728, C-26729				

Line(s) Subtotal: 36,324.80  
Miscellaneous Charges: 180.69

Total: 36,505.49



\*A 3% Credit Card Convenience Fee to be added to invoice amount for Credit Card purchases.\*

# 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.

000883	A/P Checks:	033809-033830
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	

Denise Collin 5/8/19  
Denise Collin, Chief Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 05/02/19-05/08/19**  
**Presented to the Board of Directors For Approval May 22, 2019**

Check	Payee		Description	Amount
000883	Payables Fund Account	# 9759651478	Accounts Payable Batch 050819	\$3,265,304.81
				\$3,265,304.81
000884	Payroll Fund Account	# 9469730919	Estimated Payroll 06/06/19	\$300,000.00
			Total	\$3,565,304.81

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, 000883-000884 have been duly audited is hereby certified as correct.

 5/8/19  
 \_\_\_\_\_  
 Denise Collin, Chief Financial Officer


\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 05/04/19  
Pay Date of 05/09/19  
have been duly audited and are  
hereby certified as correct.

Signed:  \_\_\_\_\_  
Rebekah Vieira

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

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

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

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0049	STATE OF CALIFORNIA							
I-T2 201905071514	State Withholding	D	5/08/2019	12,609.91		000000		12,609.91
0128	INTERNAL REVENUE SERVICE							
I-T1 201905071514	Federal Withholding	D	5/08/2019	33,500.57		000000		
I-T3 201905071514	FICA Withholding	D	5/08/2019	37,340.06		000000		
I-T4 201905071514	Medicare Withholding	D	5/08/2019	8,732.70		000000		79,573.33
0187	CALPERS							
I-PBB201905071514	PERS BUY BACK	D	5/08/2019	150.08		000000		
I-PBP201905071514	PERS BUY BACK	D	5/08/2019	161.96		000000		
I-PEB201905071514	PEPRA EMPLOYEES PORTION	D	5/08/2019	7,189.98		000000		
I-PEM201905071514	PERS EMPLOYEE PORTION MGMT	D	5/08/2019	2,144.40		000000		
I-PER201905071514	PERS EMPLOYEE PORTION	D	5/08/2019	6,456.56		000000		
I-PRB201905071514	PEBRA EMPLOYER PORTION	D	5/08/2019	7,870.95		000000		
I-PRR201905071514	PERS EMPLOYER PORTION	D	5/08/2019	10,104.42		000000		34,078.35
3840	California Department of Fish							
I-050619	Permit Fee Sediment@Robles-ENG	R	5/07/2019	596.00		033809		596.00
0046	STATE WATER RESOURCES CONTROL							
I-050619	Permit Fee Sediment@Robles-ENG	R	5/07/2019	1,638.00		033810		1,638.00
0048	STATE OF CALIFORNIA							
I-050119	State Water Plan Payment	R	5/08/2019	2,948,180.00		033811		2,948,180.00
0208	CareIQ							
I-6/13544486-1	1102WC180000001 DOS 3/1/19	R	5/08/2019	133.86		033812		
I-6/13554384-1	1102WC180000002 DOS 3/11/19	R	5/08/2019	133.86		033812		
I-6/13565091-1	1102WC180000002 DOS 3/4/19	R	5/08/2019	175.71		033812		
I-6/13567964-1	1102WC180000002 DOS 3/15/19	R	5/08/2019	133.86		033812		
I-6/13567968-1	1102WC180000002 DOS 4/5/19	R	5/08/2019	133.86		033812		
I-6/13567971-1	1102WC180000002 DOS 4/3/19	R	5/08/2019	133.86		033812		
I-6/13567992-1	1102WC180000002 DOS 3/27/19	R	5/08/2019	133.86		033812		
I-6/13568019-1	1102WC180000002 DOS 3/25/19	R	5/08/2019	133.86		033812		
I-6/13568033-1	1102WC180000002 DOS 3/22/19	R	5/08/2019	133.86		033812		
I-6/13568050-1	1102WC180000002 DOS 3/18/19	R	5/08/2019	133.86		033812		1,380.45
0215	SOUTHERN CALIFORNIA EDISON							
I-050119	Acct#2210503702	R	5/08/2019	6,246.16		033813		
I-050319a	Acct#2210502480	R	5/08/2019	43,370.29		033813		
I-050319b	Acct#2210505426	R	5/08/2019	1,497.31		033813		
I-050319c	Acct#223789169	R	5/08/2019	15.47		033813		
I-050319d	Acct#2269631768	R	5/08/2019	24.68		033813		51,153.91

VENDOR SET: 01 Casitas Municipal Water D  
BANK: AP ACCOUNTS PAYABLE  
DATE RANGE: 5/02/2019 THRU 5/08/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0234	UNITED WATER CONSERVATION State Water Plan Payment	R	5/08/2019	35,296.25		033814		35,296.25
0511	Centers for Family Health Drug Screening - DO	R	5/08/2019	105.00		033815		105.00
0949	CITY OF VENTURA State Water Plan Payment	R	5/08/2019	70,592.50		033816		70,592.50
1483	CORVEL CORPORATION							
	I-6/13544486-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13554384-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13565091-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13567964-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13567968-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13567971-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13567992-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13568019-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13568033-1 Bill Review	R	5/08/2019	9.50		033817		
	I-6/13568050-1 Bill Review	R	5/08/2019	9.50		033817		95.00
1666	AT & T Acct#9391062398	R	5/08/2019	108.03		033818		108.03
1666	AT & T Acct#9391064013	R	5/08/2019	20.72		033819		20.72
2129	Tracy Medeiros Claim1102WC180000001 4/23-5/6	R	5/08/2019	2,129.42		033820		2,129.42
3651	Rincon, LLC PR Consulting 4/19 - MGMT	R	5/08/2019	2,591.56		033821		2,591.56
3981	Roberts Consulting Group Inc. HR Recruitment - MGMT	R	5/08/2019	9,000.00		033822		9,000.00
4036	Brian Brennan Reimburse Mileage 4/19	R	5/08/2019	153.12		033823		153.12
4010	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	5/08/2019	386.30		033824		386.30
0102	FRANCHISE TAX BOARD Payroll Deduction	R	5/08/2019	50.00		033825		50.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/02/2019 THRU 5/08/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0124	ICMA RETIREMENT TRUST - 457							
	I-DCI201905071514 DEFERRED COMP FLAT	R	5/08/2019	1,438.64		033826		
	I-DI%201905071514 DEFERRED COMP PERCENT	R	5/08/2019	235.74		033826		1,674.38
0985	NATIONWIDE RETIREMENT SOLUTION							
	I-CUN201905071514 457 CATCH UP	R	5/08/2019	230.77		033827		
	I-DCN201905071514 DEFERRED COMP FLAT	R	5/08/2019	5,135.39		033827		
	I-DN%201905071514 DEFERRED COMP PERCENT	R	5/08/2019	688.92		033827		6,055.08
0180	S.E.I.U. - LOCAL 721							
	I-COP201905071514 SEIU 721 COPE	R	5/08/2019	45.00		033828		
	I-UND201905071514 UNION DUES	R	5/08/2019	841.50		033828		886.50
03840	California Department of Fish							
	I-050819 Forebay Restoration Permit-ENG	R	5/08/2019	5,313.00		033829		5,313.00
0793	LOS ANGELES REGIONAL WATER							
	I-050819 Forebay Restoration Permit-ENG	R	5/08/2019	1,638.00		033830		1,638.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	22	3,139,043.22	0.00	3,139,043.22
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	126,261.59	0.00	126,261.59
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:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			25	3,265,304.81	0.00	3,265,304.81
BANK: AP	TOTALS:		25	3,265,304.81	0.00	3,265,304.81
REPORT TOTALS:			25	3,265,304.81	0.00	3,265,304.81

# MEMORANDUM

---

TO: Board of Directors  
From: Michael L. Flood, General Manager  
RE: **Consideration of claim by customer Mark Bodycombe in the amount of \$640.00**  
Date: May 17, 2019

---

## RECOMMENDATION:

Finance Committee recommends that the Board of Directors approve this claim in the amount of \$200.00 and allow for a credit of twenty units of water to Mr. Bodycombe's Casitas MWD water service account. Additionally, there will be no further liability for the repair work on the District's behalf.

## BACKGROUND:

The District received a letter from Mr. Mark Bodycombe in February of this year indicating that a repair that had been completed by Casitas MWD's meter replacement contractor (Spinello, Inc.) had failed causing a leak and subsequent repair cost of \$640.00.

Investigation into the claim with Engineering Staff revealed that the customer's line had been repaired by Spinello in conjunction with the meter replacement in approximately July or August of 2017.

Casitas MWD General Manager responded to Mr. Bodycombe on April 3, 2019 denying the claim on the basis of Casitas MWD Rules and Regulations Sections 5.1 (Customer responsibility for facilities downstream of the meter) and 15.2 (Casitas MWD not liable for damage to customer facilities due to regular maintenance activities). Additionally, since no evidence was available to indicate that Spinello had informed Mr. Bodycombe that this was a temporary repair, his account would be credited 20 units for the water loss due to the leak.

Mr. Bodycombe responded by email that he would like to appeal the General Manager's decision to the Board of Directors.

The General Manager responded that the matter would first be considered by the Finance Committee and then by the Board.

Mr. Bodycombe confirmed his understanding of this and emailed materials he would like to provide for the Finance Committee's consideration.

The Finance Committee heard Mr. Bodycombe's claim at the May 17, 2019 Committee Meeting and recommended approval of a payment of \$200.00 and a credit of 20 units of water to Mr. Bodycombe's account.

#### DISCUSSION:

Shortly after the District took over the Ojai Water System, the District embarked on a replacement of all 3,000 meters in the system. There were some cases when the contractor (Spinello) ran into problems with the customer's piping and would attempt to work with the customer in getting it modified or repaired in order to restore water service as quickly as possible. This appears to be the case in regard to Mr. Bodycombe's water service when the meter was replaced around July or August of 2017. While the contractor should have indicated to Mr. Bodycombe that this was only a temporary repair, there's no evidence that this actually happened.

According to Section 5.1 of Casitas MWD's Rates and Regulations: *Casitas shall retain ownership of all Casitas-installed meters, appurtenances, and connection piping ahead of the meter. The valve on the outlet side of the meter, pressure regulators, backflow prevention devices, and other special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer.*

Additionally, as per Section 15.2 of Casitas MWD's Rates and Regulations: *For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water. Casitas may notify customers in advance of such action, except in cases of emergency. Repairs or improvements may be performed during regular working hours except in the case of emergencies as defined by Casitas. Casitas shall not be liable for any loss or damage occasioned by such suspension of service.*

In light of these two sections of the Casitas MWD's Rates and Regulations, the General Manager recommended denial of this claim from Mr. Bodycombe but recommend that a credit of 20 units of water be added to his account.

In hearing the claim at the Finance Committee Meeting, the Committee recommends payment of \$200.00 and a credit of 20 units of water to Mr. Bodycombe's account.

Additionally, Mr. Bodycombe was informed that the District would not have any further liability on the repair should the claim be approved by the Board of Directors.

February 11, 2019

FEB 21 2019

Mr. Flood  
Casitas Municipal Water District  
1055 Ventura Ave  
Oak View CA 93022

Mr. Flood –

This letter is being sent per the instructions of Eva. My home at 1205 Daly Rd., Ojai, developed a leak in the main water pipe feeding my property from the meter sometime around Saturday, February 2, 2019. This leak was not detected until Friday, February 8. Upon detection my wife contacted CMWD and a staff member came out and shut off the water.

I talked to Eva on Friday, February 8, 2019 and explained that when CMWD had my meter replaced in 2018 there was a subsequent leak caused by the work done by CMWD's contractor. At that time the contractor returned and performed repair work on the pipes they had damaged on my side of the water meter. I told Eva that I suspected that the work the CMWD contractor did was the new/current source of the leak that had just been discovered.

Eva, on consultation with others at CMWD advised me to contact a plumber and have my pipes repaired. She said that if in fact the current leak was due to the work previously done by the CMWD contractor that CMWD would bear the full financial responsibility for the current repairs.

I had Max Reed, a licensed plumber, perform the repairs on Monday, February 11, 2019. As you can see from the attached invoice from Max Reed Plumbing, they determined that the current leak was in fact due to the poor job the CMWD contractor did in repairing the initial damaged pipes they caused during installation of the new meter. In fact when Mr. Reed's employee first saw the work done by the CMWD contractor his first comment/question was 'Who did this work – it's terrible!'. He further confirmed the poor workmanship after having repaired the current leak.

If needed, I also have still pictures and video of the leak showing it was coming from the work of the CMWD contractor.

Based on this information, and Eva's statements that if the leak was in fact due to the work by the CMWD contractor that CMWD would be full financial responsibility, I'm asking for reimbursement of the \$640 paid February 11, 2019 to Max Reed Plumbing for the repairs.

I am also asking for relief from any additional costs of water that leaked from my pipes during the period of February 2 – 11, 2019.

Please feel free to contact me with any questions.

Thank you –

Mark Bodycombe  
1205 Daly Rd  
(805) 208-1705

*Email: markbodycombe@gmail.com*



303628

<input type="radio"/> SERVICE	<input type="radio"/> WILL CALL	PHONE: 203-1705	DATE: 2-11-19
<input type="radio"/> INSTALL	<input type="radio"/> DELIVER		
NAME: MARK BODYCOMBE		MAKE:	
ADDRESS: 1205 DAILY RD		MODEL:	
CITY, STATE, ZIP: OJAI CA		SERIAL:	
ITEM TO BE SERVICED:		NATURE OF SERVICE REQUEST:	

QUANTITY	DESCRIPTION OF PARTS OR MATERIAL	AMOUNT
1)	DUG UP METER BOX	
1)	REPAIRED A LEAK ON	
	3/4 WATER MAIN	
NOTE - LEAK WAS ON REPAIR		
DONE BY CASITAS WATER!		
LABOR PERFORMED:		TOTAL MATERIALS:
		TAX:
		TOTAL LABOR:
PAID CHECK 640		TOTAL AMOUNT: 640 <sup>00</sup>
DATE WANTED:	DEPOSIT \$	RECEIVED BY:
ESTIMATES ARE FOR LABOR ONLY, MATERIALS ADDITIONAL. WE WILL NOT BE HELD RESPONSIBLE FOR LOSS, OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSE BEYOND OUR CONTROL.		
AUTHORIZED BY:		303628

©2001 REDIFORM

**REPAIR ORDER**  
 TERMS - NET CASH  
 NO GOODS HELD OVER 30 DAYS.  
 ORIGINAL

Re-order #4L454





March 25, 2019

Mr. Flood  
Casitas Municipal Water District

Below is my best attempt at a timeline of events that relate to my request for CMWD to pay for the repair to my water pipes caused by faulty workmanship by CMWD's contractor. Some of the dates and details are my best recollection as I never anticipated my having to defend my request before the CMWD Board. This is eerily reminiscent of the horrible customer service and attitude Golden State Water had towards Ojai residents.

Approx Date	Event
Summer/Fall 2018	CMWD had their contractor replace my water meter
Summer/Fall 2018	Shortly after the new water meter was installed by CMWD's contractor, the water pipes just inside the water meter began to leak based on the installation. CMWD employees inspected the problem and determined the water leak was due to the work of their contractor. CMWD had their contractor come back out and repair the break in my pipes.
Feb. 2-8, 2019	During this span of time a leak in my pipes just inside the water meter occurred again. I did not discover the leak until Feb. 8, 2019. On that date I called CMWD and spoke to Eva. She was very helpful. I explained the situation and that while I was not yet certain, I felt that the current leak may be related to the previous work done by the CMWD contractor installing my new water meter and the subsequent repairs that had to be done due to poor workmanship. Eva contacted a CMWD employee who came out to our home, determined that the leak was on our side of the meter and instructed us to contact a plumber for repairs. I talked with Eva again on that same day and reiterated that I felt the current leak may be related to the previous work by the CMWD contractor. She put me on hold and conferred with undetermined employees at CMWD. She then instructed me to contact a plumber to fix the leak, and stated that if the leak was in fact related to the previous work done by the CMWD contractor that the CMWD would pay for the repair. She additionally told me that this had happened with other customers and that I was 'not alone' in having problems with work previously done by the CMWD contractor.
Feb. 11, 2019	I contacted Max Reed, a licensed plumber, to see if he could come assess and fix the leak. I opted to wait until Monday, and had no water service over the weekend, to try to avoid any extra charges for the CMWD for weekend or emergency service over the weekend. Mr. Reed's staff came out on that day and repaired my water pipes. It was their independent assessment of the leak that it was definitely, beyond a shadow of a doubt, directly related to what they called 'shoddy workmanship' in the repair that the CMWD contractor performed when they attempted to fix the pipes they broke when they originally installed the new water meter. In fact when Mr. Reed's employee first saw the work done by the CMWD contractor his first comment/question was 'Who did this work – it's terrible!'. See Max Reed bill and subsequent email verifying this assessment.  I paid Max Reed plumbing \$640 on Feb. 11, 2019 for the repairs made.

	<p>I talked to Eva several times on Feb. 11, 2019 to 1) confirm with her that CMWD would in fact cover the cost of the repair, and 2) determine the process I should follow to submit my claim. She, again in consultation with unknown CMWD employees when I would be put on hold, confirmed that the district would cover the cost of the repair if it was related to the previous work of their contractor, and instructed me to write a letter to CMWD explaining the situation and submit the bill from the plumber I used to do the repair. I explained that I had photographic and video evidence supporting the assessment of Max Reed plumbing and asked if I need to submit it with my claim. Eva told me no I did not. During one call (I'm not sure if it was on Feb. 8 or Feb. 11, she indicated she had tried to locate Mr. Flood to get his guidance, but he was in a meeting an unavailable).</p> <p>I additionally asked Eva about financial relief for any excess water used between Feb. 2-8, 2019, due to the leak. She said that could also be taken care of. She explained that often financial obligations such as this are sometimes paid by the CMWD by putting a credit on a customer's account essentially paying off the debt to the customer over time by reducing or eliminating monthly water bill payments until the CMWD debt is paid. While I was not happy with this potential arrangement I simply made note of the comment.</p>
Approx. Feb. 16, 2019	I wrote a letter, per Eva's instructions, to the CMWD explaining the entire situation and asking for reimbursement of the \$640 I paid Max Reed plumbing and credit for extra water used between Feb. 2-8, 2019.
Approx. March 18, 2019	Having not heard anything from CMWD in over a month I called to check on the status of my claim. I explained my situation to a male who answered the phone. He told me to please hold on as he passed my call onto someone else in the office. Mr. Michael Flood took my call and proceeded to tell me that the CMWD would not cover the \$640 bill. After being assured multiple times by CMWD's employee and representative that they would pay for the repair, I was stunned by Mr. Flood's response. I pressed him thinking perhaps he didn't understand the circumstances that led to my claim, or the commitments that his employee's had made to me. I told him I had photos and video proving my position. He was rather adamant that CMWD simply would not pay the claim and he explained multiple times that Eva had been 'wrong' and 'had no authority' to say what she did to me. I explained to him that that was not really my problem - the commitment had been made, not just by Eva, but in concert with whomever she talked to the multiple times she put me on hold, and that I expected the CMWD to pay the bill. He also said he did not know who did the work in that the invoice Max Reed plumbing gave me did not include their business name (essentially Mr. Flood was implying I might have fabricated the receipt). When he continued to refuse, I asked him what I would need to submit to support my claim. He told me to get Max Reed to either do a new invoice on company letterhead, or have Mr. Reed submit an email verifying that he did in fact do the work and the cost of the repairs. He also asked me to submit any photos and video I had of the old and new work.
March 25, 2019	I called CMWD and talked to Eva. I reminded her of my situation and our calls in Feb. 2019 and she said she definitely remembered the calls. I asked her if she would remember who she had conferred with during the multiple calls I had

with her, and who gave her direction and instructions to pass along to me. She told me that she was unable to remember who she talked to. I asked her what records the office has of interactions with customers. She indicated she has work orders or service requests but that was it. She told me repeatedly in the conversation that the information she conveyed to me in February was 'standard protocol' and what she tells any customer who calls with a similar situation. I asked her again if she might remember anyone she talked to. She sounded very uncomfortable. I speculated that perhaps she had been talked to by Mr. Flood or other managers at CMWD who were not happy with what she'd told me in our conversations in February. She just reiterated that she passed on to me the 'standard protocol'.

I submitted the requested information to Mr. Flood: an email from Max Reed confirming that he did perform the repairs at my home on Feb. 11, 2019 at a cost of \$640, and his team's assessment that the repair fixed on that day was absolutely due to the previous poor workmanship of the CMWD contractor; photos and video showing the original faulty work and leak, as well as the completed work performed by Max Reed plumbing.

I am hopeful that you and the CMWD Board will approve my claim. If not, as I mentioned before, I will not let this issue go until CMWD does reimburse me \$640 for the repair of a water leak directly caused by the faulty work repeatedly done by their contractor.

Cordially –

Mark Bodycombe  
1205 Daly Rd  
Ojai CA 93023  
(805) 208-1705

April 3, 2019

Mark Bodycombe  
1205 Daly Rd  
Ojai, CA 93023

**Subject: Claim for Repair of Customer Water Service Mainline**

Mr. Bodycombe,

This is in response to your letter received by the Casitas Municipal Water District (Casitas MWD) on February 21, 2019 regarding a claim of \$640.00 for the repair of your water service mainline. The claim indicates this was due to water meter replacement work and a subsequent repair of that line by a contractor under contract with the District in July/August of 2017.

I have confirmed that your water service meter was replaced during that timeframe and that the contractor working on the project did complete a repair of your water service mainline as well in association with that replacement work.

As per Section 5.1 of the Casitas MWD Rates and Regulations, all water facilities beyond the water meter are the responsibility of the customer:

*5.1 CASITAS-INSTALLED FACILITIES. Casitas shall retain ownership of all Casitas-installed meters, appurtenances, and connection piping ahead of the meter. **The valve on the outlet side of the meter, pressure regulators, backflow prevention devices, and other special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer.** Casitas regulations relating to assurances regarding proper operation of such special facilities are set forth in Section 19 of "Protection of Public Water Supply."*

Additionally, as per Section 15.2 of the Casitas MWD the customer's water system must be able to handle the normal maintenance activities of the District and Casitas MWD is not responsible for damage to the customer's system related to those activities:

*15.2 REPAIRS AND IMPROVEMENTS. For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water. Casitas may notify customers in advance of such action, except in cases of emergency. Repairs or improvements may be performed during regular working hours except in the case of emergencies as defined by Casitas. **Casitas shall not be liable for any loss or damage occasioned by such suspension of service.***

In conformance with these policies put in place by the Casitas MWD Board of Directors, I must deny your claim.

I will note however that the contractor that installed the meter in July/August of 2017 did indeed make a repair to your water service line at the time the meter was installed and there is no evidence that they told you it was only a temporary repair. In light of this, I am recommending that the water service account associated with this address be credited 20 units of water.

Regards,

Michael Flood  
General Manager  
Casitas Municipal Water District





Michael Flood <mflood@casitaswater.com>

---

## Re: Your Letter of February 11, 2019/Phone Call of March 18, 2019: 1205 Daly Rd. Ojai

---

**Mark Bodycombe** <markbodycombe@gmail.com>  
To: Michael Flood <mflood@casitaswater.com>  
Cc: Mark Bodycombe <markbodycombe@gmail.com>

Wed, Apr 17, 2019 at 7:11 PM

Mr. Flood - thank you for your letter of April 3, 2019 regarding my claim for \$640.

I appreciate your acknowledgement of the facts regarding my meter replacement and the subsequent repair by your contractor.

You cite Section 5.1 of the CMWD Rates and Regulations suggesting that it exonerates CMWD from its responsibility for the leak in my water line in February 2019. You put in 'bold' language that states, "The valve on the outlet side of the meter, pressure regulators, backflow prevention devices, and other special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer." My position is that the repair your contractor made to my water line in 2017 and subsequently failed in February 2019 is none of the 'items' listed in Section 5.1 - it was the main line and a fitting or repair your contractor made, done poorly at the time by the way, that failed due to faulty workmanship. I'd appreciate your explaining how my main line and your repair is related to the language you quoted from Section 5.1.

You additionally cite Section 15.2, which states in part, "For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water. Casitas may notify.....as defined by Casitas. **Casitas shall not be liable for the loss or damage occasioned by such suspension of service.**" This section is talking about the suspension of water service for the purpose of repairs or improvements. Yes, my service was suspended when the meter was replaced. I was notified and have no problem with that event. The Section also says that Casitas is not liable for loss or damage related to the suspension of service. The damage that your contractor initially caused to my main line was not due to the suspension of my water service. It was due to poor workmanship on the part of the contractor. Casitas, apparently in violation or at least contrary to Section 15.2, took full responsibility for the damage to my main line in August 2017. This damage was compounded by the subsequent repair your contractor made to my main line on the direction of CMWD which was done in a substandard manner. I don't see how Section 15.2 even applies to my circumstances being that the damage was not 'occasioned' by the suspension of water service, but, by poor workmanship by your contractor. And, having initially accepted full responsibility for the damage and subsequent repair, it is unacceptable for CMWD to now attempt to wash their hands of a problem of their own making. Again, I'd appreciate you helping me see the connection between Section 15.2 and my circumstances beyond just quoting the citation.

You further note, accurately, that no one in August 2017 told me that the repair made by your contractor was only a 'temporary repair'. To now, in April 2019, attempt to tell me that someone should have told me that at the time is an unacceptable rationale for denying my claim.

The bottom line is that my claim is based on what you have told me is a series of CMWD failures:

1. The failure of the initial installation of a new meter that damaged my main line
2. Acceptance of fixing that damage but an apparent failure to tell me it was only a temporary repair

3. The failure of your employee, Eva, in telling me, on 2-3 occasions in February 2019, what you now claim was 'incorrect information that she was unauthorized to convey', being a commitment of CMWD to cover the cost of the repair to main line in Feb. 2019 if a licensed plumber verified that the current leak was a result of the repair your contractor did in August 2017. I provided such documentation.

I am at a loss to see why I am now being held responsible for the expense to fix your mistakes when the entire set of circumstances is due to a series of CMWD failures.

As I've mentioned before, I appreciate your hearing my side of this story, but, I will not be satisfied, nor let this issue go, until CMWD does the right thing and pay my claim for \$640.

Thank you -

Mark Bodycombe

[Quoted text hidden]

# MEMORANDUM

---

TO: Board of Directors  
From: Michael L. Flood, General Manager/Robert Kwong, AtoZ Law (District Counsel)  
RE: **Consider and Approve Executive Committee Recommendations regarding Clean Power Alliance (CPA) power alternatives for Casitas**  
Date: May 21, 2019 (REVISED)

---

## RECOMMENDATION:

The Executive Committee recommends that the Board of Directors affirm the action taken at the April 24, 2019 Board Meeting.

## BACKGROUND:

On a 3-2 vote, the Board of Directors took action at their April 24, 2019 Board Meeting to concur with the staff recommendation to opt-out nineteen (19) Southern California Edison accounts from the CPA program and to keep them with Southern California Edison and place fifty-three (53) Southern California Edison accounts into CPA's Clean Power alternative.

In addition to this action, the Board directed Casitas Staff was to bring back further information in six months on further options for electrical service.

At the Board's next regular meeting on May 8, 2019, the Board voted to reconsider this matter and then referred this item to the Executive Committee for further consideration, review, analysis and recommendation.

The Executive Committee reviewed this item at the May 14, 2019 Committee Meeting.

## DISCUSSION:

During the May 14<sup>th</sup> Committee Meeting, the Executive Committee gave staff the following direction in regard to this matter:

1. Request regular reports in writing from CPA and Staff on CPA's activities, pricing, financial status and programs. This includes a copy of the agreement with Clean Power Alliance. This will be a regular information item on the Board Executive Committee's agenda.

2. The current distribution of Casitas electrical service accounts (19 with SoCal Edison and 53 with CPA Clean Power) will only be for a “test period” of 6 months and the distribution of Casitas electrical service accounts will be re-evaluated and subject to change.
3. Request that a municipal water district seat be added to the CPA’s Board of Directors.
4. Casitas staff to work with CPA on critical peak pricing program to obtain electrical service cost savings.

Given that electrical service rate information from SCE is incomplete at this time, staff recommends that the electrical service accounts remain as currently configured in item 2 above and that staff bring back further information in the future. This is consistent with item 4 above.

Staff expects that further recommendations can be brought back to the Executive Committee and then the Board of Directors in November 2019 .

---

---

**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

---

---

**TO:** BOARD OF DIRECTORS

**FROM:** MICHAEL FLOOD, GENERAL MANAGER

**SUBJECT:** PROFESSIONAL ARCHITECTURAL SERVICES FOR THE ADMINISTRATION BUILDING REMODEL

**DATE:** 05/22/19

---

**RECOMMENDATION:**

It is recommended the Board of Directors execute an agreement with Lauterbach & Associates, Architects, Inc. for the Administration Building Remodel in an amount not to exceed \$14,900.00.

**BACKGROUND AND DISCUSSION:**

The scope of the Administration Building Remodel includes modifications to the existing General Manager and Assistant General Manager offices to convert them to General Manager, Assistant General Manager, Chief Financial Officer and conference room spaces. The Engineering Manager requested a proposal from Lauterbach & Associates, Architects (LAA) to provide architectural services for the project. LAA's scope includes:

- Schematic design and concept
- Construction Documents
- Meetings

**BUDGET IMPACT:**

The budget for fiscal year 2018-19 includes \$45,000 for District Office Remodel. The proposed budget for fiscal year 2019-20 includes \$150,000 to continue work to implement this project.

Attachments: Proposal from Lauterbach & Associates, Architects, Inc., dated May 10, 2019



**AGREEMENT BETWEEN  
THE CASITAS MUNICIPAL WATER DISTRICT &  
LAUTERBACH & ASSOCIATES, ARCHITECTS, INC  
FOR  
DISTRICT OFFICE REMODEL**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of May in the year 2019 by and between the **CASITAS MUNICIPAL WATER District**, herein designated as the **District**, and **LAUTERBACH & ASSOCIATES, ARCHITECTS, INC.**, herein designated as the **Consultant**. Together, District and Consultant shall be referred to herein as Parties.

**W I T N E S S E T H**

**WHEREAS**, the District requested a proposal for professional architectural services for the District Office Remodel project; and

**WHEREAS**, the Consultant submitted a fee proposal dated May 8, 2019 for the anticipated scope of work for the District Office Remodel; and

**WHEREAS**, Consultant is well qualified to complete the requested services; and

**WHEREAS**, District desires to retain and Consultant is willing to provide the services requested;

**NOW, THEREFORE**, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

1. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until December 31, 2019.

2. DATA FURNISHED BY District. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District agrees to furnish Consultant with existing information which District has available and which Consultant may request. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be stated in the scope of work agreed to by the Parties and attached as Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$14,900.00 without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be as provided in the scope of work attached as Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this

Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.

- 10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule in the scope of work as agreed to by the Parties shall be maintained and Consultant shall keep District informed of project status on a regular basis.
  
- 11. RESPONSIBILITY OF CONSULTANT.
  - a) Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
  - b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the negotiated scope of work. Approval by District of analyses, inspection, testing, reports, designs and incidental cultural resources monitoring work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
  - c) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.
  
- 12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Role</u>
Ilona Scott, AIA NCARB	Managing Architect
David Kesterson, AIA	Project Architect
Eduardo Plaza	Revit drafter



In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

- a) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Consultant or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.
- b) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.
- c) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, public liability and property damage insurance naming United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by Consultant or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Consultant's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. Consultant shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to District and naming United States Bureau of Reclamation, Casitas Municipal Water

District, their directors, officers, employees, agents and volunteers as additional insured with respect to claims arising out of operations performed on behalf of Consultant for the consulting services covered by this Agreement.

The United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents and volunteers.

- d) Worker's Compensation Insurance - by his signature hereunder, Consultant certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall maintain, and shall cause all subcontractors he may employ to maintain, adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Consultant and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning any work under this Agreement.

- e) Prior to the commencement of performance of any work under this Agreement, Consultant and its subconsultants shall furnish District with certificates of insurance in form and substance satisfactory to the District evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to District in the event of a cancellation, non-renewal or expiration of the coverage.

14. INDEMNIFICATION. Consultant shall defend, indemnify and hold United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers, harmless from all loss, liability and expense from all third party tort claims and demands or liability if and to the extent caused by negligence or willful misconduct of Consultant, its subconsultants and employees whether such claims, demands or liability are caused by Consultant, Consultant's agents or employees, or subconsultants employed by Consultant, their agents or employees, or products installed on the project by Consultant or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to

bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the professional services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault. The duty to defend shall not apply to professional liability claims.

15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
16. TERMINATION. The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, Consultant will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.
17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.

19. SUBCONTRACTS. District has entered into this Agreement in order to receive the services of Consultant. The provisions of the Agreement shall equally apply to any subcontractor of Consultant. Consultant shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
  
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed for each Task Order, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number and Task Order number assigned and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.
  
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the Parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
  
22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.
  
23. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:  
Michael Flood, Interim General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022  
805.649.2251

To Consultant:  
Ilona Scott  
Lauterbach & Associates, Architects  
300 Montgomery Avenue,  
Oxnard, CA 93036  
805 988-0912 ext 320  
Ilona.scott@la-arch.com

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written.

**ATTEST:**

**CASITAS MUNICIPAL WATER DISTRICT**


\_\_\_\_\_  
Secretary,  
Casitas Municipal Water District

By: \_\_\_\_\_  
Casitas Municipal Water District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John M. Matthews, Attorney  
Arnold LaRochelle Mathews VanConas & Zirbel LLP

**LAUTERBACH & ASSOCIATES, ARCHITECTS, INC.**

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

Title: Managing Architect

Printed Name: Ilona Scott, AIA NCARB



May 10, 2019

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

Re: *Fee Proposal for Schematic Design & Concept, Construction Documents and Meetings & Communication phase services for the ±900 SF partial office conversion project located at 1055 Ventura Avenue in Oak View, California, which is under a special district jurisdiction.*

Project No.: 20-190501

Dear Ms. Aranda,

Lauterbach & Associates, Architects (L&A) has reviewed your proposed Project and based on the following Assumptions/Project Understanding, we present below our evaluation of the Scope of Work and Fees anticipated to complete the following described services.

**I. ASSUMPTIONS/PROJECT UNDERSTANDING:**

- A. Proposed Project is convert two offices into four offices, on the second floor of an existing building.
- B. As a special district, according to client, there are no other agencies reviewing this site's revisions.
- C. The walls are non-bearing and may be removed without structural review or design.
- D. There are no plumbing fixtures inside the proposed remodel area.
- E. There will be modifications to the existing mechanical and electrical system to accommodate the modifications made under this scope of work.
- F. The site plan will be provided for information only, as shown on the record documents issued by the client.
- G. Contract Procurements and Limited Construction Contract Administration are available on a Time & Material basis under separate contract with written authorization by the client.
- H. Since there are no changes to toilets and to the path of travel, it is assumed that they all comply with the accessibility requirements, including federal.

**II. SCOPE OF WORK:**

- A. Schematic Design & Concept (Phase B)
  - 1. Based on the clients request to modify the project area form two offices to three and a conference room, we will provide the following Schematic Drawings. Two revisions included:

- a) Enter record data into electronic files
  - b) Partial Floor plan limited to the remodel area.
2. \*Meet with client to present proposed design and the revision required if any.
  3. Make the client required modification to the Schematic Drawings and prepare the exhibits for client's use to obtain internal approval for the design, consisting of partial floor plan.

*\*Actions are included in Phase M – Meetings & Communication.*

**B. Construction Documents (Phase E)**

1. Provide Construction Documents limited to the area of remodel based on the approved Schematic Drawings and at the level required by the Casitas Municipal Water Special District for permit approval:
  - a) Architectural drawings and schedules, and specification notes consisting of:
    - (1) Site plan – from records.
    - (2) Second Floor plan as key plan.
    - (3) Partial Floor plan of remodeled area.
    - (4) Partial Ceiling plan of remodeled area.
  - b) Electrical drawings and calculations for remodeled area.
  - c) Mechanical drawings and calculations for remodeled area.
2. Submit to client for approval.
3. Revise drawings, documents and exhibits per district comments, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.
4. \*Meetings with clients and consultants during this phase.

*\*Actions are included in Phase M – Meetings & Communication.*

**C. Meetings & Communication (Phase M)**

1. For meetings and communication described in phases above.
 

Schematic Design & Concept	Phase B	8 hours**, estimated.
Construction Documents	Phase E	12 hours**, estimated.

*\*\*NOTE: Hour totals quoted above include travel time, if any.*

**III. SCHEDULE OF DELIVERABLES:**

**A. Schematic Design & Concept (Phase B)**

1. Schematic floor plan sketch to be provided to client within an estimated two (2) days from receipt of this signed contract and scheduling.
2. To-scale presentation drawings for client's use to obtain preliminary approval from agency, to be provided within an estimated one week of an approved Schematic Design option by client.

**B. Construction Documents (Phase E)**

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to Casitas MWD within an estimated four weeks from receipt of Preliminary design Approval.
2. Revised drawings, documents and exhibits per the Casitas MWD plan check corrections to be provided two weeks of receipt of corrections, provided no new

scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

**IV. FEE:**

A. Our total fee for the Scope of Work outlined above is an estimated **\$14,900\***, phased as follows:

<b>II.A Schematic Design &amp; Concept</b>	<b>Phase B</b>	<b>Fixed Fee</b>	<b>\$ 2,200</b>	_____ Initial
<b>II.B Construction Documents</b>	<b>Phase E</b>	<b>Fixed Fee</b>	<b>\$ 9,900</b>	_____ Initial
<p>• <i>Estimated Fee (Section IV) for Phase E includes the following consultant fees:</i></p>				
<i>Electrical Engineer</i>	<i>\$</i>	<i>1,380</i>		
<i>Mechanical Engineer</i>	<i>\$</i>	<i>2,300</i>		
<b>II.C Meetings &amp; Communication</b>	<b>Phase M</b>	<b>Time &amp; Materials</b>	<b>\$ 2,800</b>	_____ Initial
		<i>(Estimated)</i>		

\* *NOTE: Fee total does not include outside costs as noted in Item IV.D (Outside cost) below, which will be billed and due as described, or scope and hours exceeding the descriptions and amounts quoted in Section II (Scope of Work). Additional scope and/or hours will be provided for approval as noted in Item E (Scope changes) below.*

- B. A retainer will not be required in order for us to commence work.
- C. You will be billed monthly for services performed and expenses incurred during the previous month and/or upon completion of deliverables, whichever comes first. Payment is due upon receipt of the invoice and is delinquent fifteen days from the date of the invoice. A service charge on unpaid accounts will be billed at a compounded rate of 1.5% per month (18% per annum) commencing on the 30th day following the date of the invoice. *Accounts that become overdue by more than sixty days, will have work suspended until the account is brought current.*
- D. All outside costs, services, and expenses, including without limitation, AIA documents, blueprinting, reproductions, deliveries, travel/mileage, etc. will be billed through us at a rate of cost plus fifteen-percent. Outside costs and expenses are not included in the fee.
- E. In the event the scope of work changes for any reason, we will notify you of that change and any additional services that will be required as a result. Any such additional services approved by you will be billed on a Time & Materials basis, based upon our current Rate Schedule.

**V. EXCLUSIONS:**

- A. The following items will not be included in the Scope of Services, but may be available under separate contract:
  1. Phased Services: Pre-Design & Programming (A), Discretionary Permit Processing (C), Design Development (D), Construction Contract Procurement (F), Limited Construction Contract Administration (G) and Agency Processing other than those described above (H).
  2. Permits or agency fees.
  3. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor.
  4. On or off-site civil engineering or design services.
  5. Electrical, mechanical, plumbing, and/or structural engineering or design services, other than those described above.



6. Landscape architectural services.
7. Soils engineering or services.
8. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
9. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others, once client approval has been given.
10. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
11. Traffic, parking, drainage, noise, utility, environmental, and/or other studies.
12. Planning agency or other special approvals.
13. Neighborhood meetings.
14. Any observation during the construction of the project is only intended to determine the general conformance with the plans and is not a guarantee that the contractor has properly performed their work.

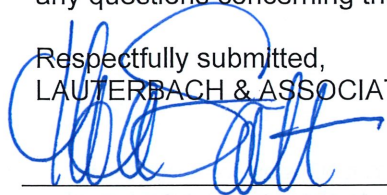
**VI. SPECIAL REQUIREMENTS:**

- A. If the basic services covered by this letter have not been completed within twelve (12) months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.
- B. If interruptions in the project occur and last more than three months, then a restart fee may be required.
- C. The attached General Conditions are incorporated herein.
- D. We may rely upon interpretations by consultants or other parties for the results of borings, surveys, or other tests or explorations in the performance of the Work. We shall not be responsible for incomplete or faulty tests or for variances in soil and other conditions at the site.
- E. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants. We will not be responsible for omissions or incorrect data or for damage to subterranean structures or utilities resulting from our reliance upon those plans or from nondisclosure of their existence or location.
- F. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the Project are, and shall remain the property of Lauterbach & Associates.
- G. In the preparation for and performance of the Work, certain tests or inspections may be performed which may alter the appearance of the Project site or damage structures or improvements located at the Project site. Client agrees that Architect is not responsible and has no liability for any alterations or damage that may occur as a result of such tests or inspections.
- H. We require that you provide requested information and direction in a timely manner. Failure to do so will cause adjustments in the time it takes to complete documents, approvals, and/or administrative processes, and may delay the completion of the work.

The proposal described in this letter will expire, if not executed thirty days from the date of this letter. If this proposal meets with your approval, please sign where noted below, and return one original copy of this letter to us. This letter and proposal will then constitute an Agreement between us for the performance of the work.

Thank you for the opportunity to present this proposal for your consideration. If you should have any questions concerning these matters, please contact us at your earliest convenience.

Respectfully submitted,  
LAUTERBACH & ASSOCIATES, ARCHITECTS



Ilona S. Scott, AIA, NCARB  
Managing Architect / Principal  
License No.: C-11881



David C. Kesterson, AIA  
Senior Managing Architect / Principal  
License No.: C-21175

I acknowledge having read this agreement and the proposal contained therein and agree to its terms and conditions. I hereby authorize you to commence work on this project.

**Casitas Municipal Water District**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

*Enclosure: Copy of General Conditions and 2018-2019 Rate Schedule for your files.*

## GENERAL CONDITIONS

### **ARTICLE 1 - Client Responsibilities** The Client shall provide the following:

- A. A right-of-entry onto the subject site for the employees, consultants, subcontractors and other agents of Lauterbach & Associates (hereinafter "L&A"), along with all necessary equipment to complete the Work.
- B. A Preliminary Title Report on the subject site property.
- C. A designation of the representative authorized to act on his behalf.

### **ARTICLE 2 - Invoicing and Payment**

- A. You will be BILLED monthly for services performed and expenses, and PAYMENT is due on receipt of the invoice and shall be deemed delinquent 15 days from the date of the invoice otherwise specified in this agreement.
  - 1. A service charge on unpaid accounts will be billed at the compounded rate of 1-1/2 percent per month (18 percent per annum) commencing on the 30th day following the date of the invoice.
  - 2. Accounts overdue by more than sixty (60) days, will have work suspended until the account is brought current.
- B. Client agrees that all invoices are correct, conclusive, and binding on Client unless Client, within thirty days from the date of receipt of such billing, notifies L&A in writing of alleged inaccuracies, discrepancies, or errors in the billing.
- C. Rate Schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as the rates are issued.

### **ARTICLE 3 - Professional Standard; Liability**

- A. L&A will endeavor to perform the Work in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. No other warranty, express or implied, is made.
- B. In the event the Client makes a claim against L&A, the Client shall be limited in the amount which he may recover as damages to the amount of fees which L&A has collected from the Client hereunder or \$50,000, whichever is greater. The term "damages" includes, but is not limited to, any type of damages that are or could be awarded by any court or arbitration panel, such as, by way of general example, tort damages, contract damages, strict liability damages, liquidated damages, and/or punitive damages. Client will make no claim against L&A more than three (3) years after the Work has been substantially completed. Client and L&A acknowledge that this provision was expressly negotiated and agreed upon.
- C. Client agrees to indemnify and hold the Architect and the Architect's officers and employees harmless, but not defend, from and against damages, liabilities, losses and costs including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts of error or omissions of the Client, its officers, employees contractors, subcontractors or anyone for whom the Client is legal liable, in the performance of work or services under this agreement. The Client has no obligation to reimburse the Architect's defense related cost prior to a final determination by a court of competent jurisdiction of liability or to reimburse any amount that exceeds the Client's percentage of liability based upon the comparative fault of the Client.
- D. L&A shall not be responsible, and assumes no liability for, the performance of the Work or the Project by any consultant retained by L&A or whose services are coordinated by L&A.
- E. The Architect shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, from and against damages, liabilities, losses and costs including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the Architect's negligent acts, errors or omission in the performance of professional services under this agreement or anyone for whom the Architect is legally liable. The Architect has no obligation to reimburse the Client's defense related cost prior to a final determination by a court of competent jurisdiction of liability or to reimburse any amount that exceeds the Architect's finally determined percentage of liability based upon the comparative fault of the Architect.
- F. Client agrees that L&A is not responsible for maintenance or wear and tear on the project following substantial completion. If routine inspection and maintenance of the project do not occur, damage to the structures may occur and the L&A is not responsible for any such resultant damage.

- G. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against L&A that may in any way be connected thereto. In addition, Client agrees to indemnify and hold L&A harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of L&A.
- H. In the event this agreement is terminated before the completion of all services, unless L&A is responsible for such early termination, Client agrees to release L&A from all liability for services performed.
- I. L&A shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- J. If the scope of services requires L&A to estimate quantities, such estimates are made on the basis of L&A's experience and qualifications and represent L&A's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires L&A to provide its opinion of probable construction costs, such opinion is to be made on the basis of L&A's experience and qualifications and represents L&A's best judgment as to the probable construction costs. However, since L&A has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- K. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by L&A prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by L&A, contractors and subcontractors shall notify Client so those deficiencies may be corrected by L&A prior to the commencement of construction-phase work.

**ARTICLE 4 - Insurance**

- A. L&A shall at all times during the term of this Agreement maintain workers' compensation insurance and such coverage under public liability and property damage insurance policies which L&A deems to be adequate.
- B. Certificates for all such policies of insurance shall be provided to the Client upon request in writing.
- C. The Client shall require as one of the terms of its agreement with any construction manager, general contractor, subcontractor or trade contractor with respect to the Project (hereinafter collectively the "Contractor") that the Contractor obtain and maintain throughout the term of this Agreement and the performance of the Project comprehensive general liability insurance with broad form property damage coverage including any necessary environmental liability (i.e., mold) endorsement and a contractual liability endorsement. The Contractor shall name L&A an additional named insured on said policies.

**ARTICLE 5 - Termination or Suspension**

- A. This Agreement may be terminated by either party upon not less than seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination may not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- B. Failure of the Client to make payments to L&A in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- C. In the event of termination, L&A shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- D. In the event the Client suspends the services of L&A for more than the three (3) months L&A may elect to terminate this Agreement by written notice to Client. In such an event L&A shall complete a report on the services performed to the date of suspension. The expenses of termination shall include all direct costs of L&A in completing such analyses, records and reports. In the event L&A elects to complete the Work after such a suspension, all specified time frames and fees for the completion of the Work shall be redetermined by L&A, at L&A's sole discretion.

## ARTICLE 6 - Miscellaneous

- A. In the event legal action is pursued by either party concerning this Project, the prevailing party in such legal action shall recover attorneys' fees and costs of said action in an amount determined by the court.
- B. Neither the Client nor L&A shall delegate, assign or transfer any of his duties or interest in this Agreement without the written consent of the other party.
- C. If this Client is a corporation or public entity, the individual or individuals who sign this Agreement on behalf of the Client warrant that they are duly authorized agents of the Client. The Client binds himself, his partners, successors, executors, administrators and permitted assigns to this Agreement in respect to all its terms and actions.
- D. This Agreement shall be governed and Professional Services shall be performed in compliance with the laws of the State of California and applicable governmental regulations, building codes and ordinances in effect at the date of this Agreement.
- E. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and L&A.
- F. The services provided by L&A are provided solely for the benefit of Client and nothing in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Client or L&A.
- G. L&A and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, mildew, fungi, similar microbial conditions or other toxic substances.
- H. L&A shall not be responsible for the determination or verification of the condition of any existing structure or equipment. If, after the plans and specifications are prepared, it appears from the uncovering of parts or portions of an existing structure that the plans and specifications must be altered to conform to previously hidden conditions, all such work shall be performed by L&A as additional services.
- I. L&A's observation of the project is intended solely to determine general conformance with the plans is not a guarantee that the contractor has properly performed its work.
- J. Prompt written notice shall be given by the Client to L&A if the Client becomes aware of any fault or defect in the Project or nonconformance with the contract documents prepared by L&A.

End of General Conditions

# LAUTERBACH & ASSOCIATES ARCHITECTS

## RATE SCHEDULE

July 1, 2018 - July 1, 2019

Architecture/Planning	Hourly Rate		
Principal	\$160	to	\$250
Managing Architect	\$140	to	\$225
Project Architect	\$140	to	\$200
Project Manager	\$75	to	\$150
Designer/Drafter/CAD Revit	\$50	to	\$125
Clerical/Accounting/Support	\$50	to	\$80

A 15% mark-up will be charged on all outside costs.

NOTE: Rates are subject to change.

---

---

**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

---

---

**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL L. FLOOD, GENERAL MANAGER  
**SUBJECT:** PROFESSIONAL AUDITING SERVICES 06/30/2019 – 06/30/2023  
**DATE:** 05/10/2019

---

**RECOMMENDATION:**

Finance Committee recommends approval and authorize the Board President to sign an agreement with Nigro & Nigro PC as our Independent Auditor for Fiscal Years 2019 – 2023.

**BACKGROUND AND OVERVIEW:**

The Pun Group has served as our Independent Auditors for the past four fiscal years. Adhering to Better Business Practices, the District released a Request for Proposal for Auditing Services for the next five fiscal years, we received five proposals.

Below is the fee schedule proposed by each firm:

<u>LLP</u>	<u>Nigro &amp; Nigro</u>	<u>Moss, Levy, &amp; Harzheim</u>	<u>Clifton, Larson, Allen LLP</u>	<u>Fechter &amp; Company</u>	<u>White, Nelson, Diehl, Evans</u>
06/30/2019	\$23,500.00	\$21,850.00	\$24,000.00	\$28,500.00	\$35,110.00
06/30/2020	\$23,735.00	\$22,065.00	\$24,500.00	\$29,300.00	\$36,170.00
06/30/2021	\$23,972.00	\$22,280.00	\$25,000.00	\$30,100.00	\$37,260.00
06/30/2022	\$24,212.00	\$22,495.00	\$25,500.00	\$30,900.00	\$38,380.00
06/30/2023	\$24,454.00	\$22,710.00	\$26,000.00	\$31,800.00	\$39,530.00

Although Nigro & Nigro is not the lowest proposal, they have added value in areas of expertise that relate directly to this District, they have over 60 governmental entities, over half of them Water Districts and expertise in GASB 68 (CalPERS) and GASB 75 (Pension Liability).

---

---

**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

---

---

**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** REPLACEMENT OF LARGE VALVES  
**DATE:** 05/22/2019

---

---

**RECOMMENDATION:**

Staff recommends the Board of Directors approve a budget of \$95,000 to install a mainline valve and related appurtenances in the 39-inch Oak View Main to facilitate installation of a new mainline valve without a customer outage.

**BACKGROUND AND DISCUSSION:**

The Bureau of Reclamation intends to inspect the Casitas Gravity Main and the Oak View Main from the Casitas Dam to station 276+67.22 as shown in the attached figures. District staff developed a plan to dewater the system to accommodate the inspection of the mains. The few mainline valves in the system are not in usable condition so a new mainline valve is required to keep the majority of the population between Avenue 1 Pump Plant and Avenue 2 Pump Plant in water during the inspection of the mainlines, which is planned for January 2020.

District staff will install a mainline valve on the existing 39-inch Oak View Main. In order to install the mainline valve and keep a majority of Oak View customers in water, KOPPL will install two line stops and MKN will design thrust blocks to restrain the pipeline while District staff installs the valve. The attached figure shows the location and general layout.

With the installation of a double line stop and new mainline valve, there is a substantially lower population affected by the inspection. Without the new mainline valve, the population affected by the inspection shutdown increases substantially than if a new mainline valve is installed. A new valve is also beneficial for future shutdowns to minimize outage zones and water loss in the system.

The proposed work allows all customers to remain in water while a new 39-inch mainline valve is installed by District staff between the double line stop. The scope to install two line stops is highly specialized and KOPPL is the only contractor qualified to perform this work in the area.

KOPPL's scope includes:

- Labor and equipment to remove existing coating, install line stop fitting, install temporary valve, test, hot tap, install stopper in line, remove stopper, set completion plug, remove temporary valve, and install cap.



**FINANCIAL IMPACT:**

The request is for a budget authorization of \$95,000 based on the attached quotes and Table 1.

**Table 1 – Budget Request Summary**

Item	Budget
1 – Double Line Stop Installation	\$ 69,500
2 – Design of Thrust Block	\$ 7,500
3 – Geotechnical Services	\$ 3,810
3 – District Material Purchase	\$ 10,000
4 – Contingency	\$ 4,190
<b>Total</b>	<b>\$ 95,000</b>

Attachment:

- Quote from KOPPL dated April 18, 2019
- Proposal from MKN dated May 10, 2019
- Proposal from Oakridge Geoscience dated May 6, 2019
- Figure 1 – Site Map of Double Line Stop and 39" Valve



## Line Stop Service Estimate

Date: April 18, 2019 Quotation #: AS041819E  
 \*Please reference this quotation number when calling to schedule.

Customer Name: Casitas Municipal Water District

Contact: Virgil Clary Phone: 805-649-2251

Jobsite Location: Oakview, CA

Job Description: 2 each – 39" Line Stop on a PCCP water line – 100psi  
 Work to be done during regular hours (Mon-Fri / 600AM to 230PM).

Koppl Pipeline Services will supply the following: Labor & Equipment to remove existing coating, install line stop fitting, install temporary valve, test, hot tap, install stopper in line, allow your crew to perform their work, remove stopper, set completion plug, remove temporary valve, and install cap.  
 Line Stop to remain in line for five (5) days.  
 Extra days in line will incur a daily equipment charge of \$3,000.00.

Customer Responsibilities: All necessary and required permits, safe access to jobsite (traffic control, scaffolding, ladders, shoring, lifting equipment if required, etc.).  
 Customer to design and install any required concrete thrust blocking.  
 Customer to provide and install any bypass piping that may be required.  
 Customer to replace any existing coating or insulation on pipe.  
 Also see additional references on next page.

Estimate Amount: \$69,500.00 Total

\*Includes all taxes and delivery of material unless otherwise noted.  
 \*This job is subject to certified payroll and prevailing wage rates. A minimum of 96 hours is required prior to the job for scheduling.

Customer Delays: Delays caused on the jobsite that are of no fault of Koppl Pipeline Services will be billed at \$140.00 per hour per technician, plus any applicable overtime.


Coupon Retention: Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.

Payment Terms: Net 30 – Pending Credit Approval

### Customer Acknowledgement

Customer has reviewed and agreed upon the above estimate for the work described herein. Customer is aware of the fact that job parameters may change and extra charges may occur. If the job scope changes upon our arrival, customer is entitled, at customer's request, to receive a revised estimate. Signatures below indicate acknowledgement and acceptance of this estimate and additional references, along with its standard terms and conditions. Thank you in advance for considering Koppl Pipeline Services for your hot tapping, line stopping, pipe freezing, and valve insertion needs.

### Authorized Koppl Representative:

Signature:   
 Anthony Schneller

Date: April 18, 2019

### Authorized Customer Representative:

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

Date: \_\_\_\_\_

May 9, 2019

Virgil Clary, PE  
Civil Engineer  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022

**RE: Proposal for Thrust Restraint Design**

Dear Virgil,

Michael K. Nunley & Associates, Inc., (MKN) is pleased to submit this proposal to design thrust restraint for the 39" Oak View Main during line stopping activity by Casitas Municipal Water District (District) staff and a Contractor.

It is assumed the District will provide a design soils report and maximum and minimum pressures for the pipe at locations requested by MKN. It is also assumed the thrust block will be constructed by District staff.

**SCOPE OF WORK**

If authorized to perform this work, MKN will perform the following tasks:

**Task 1: Review of Record Information & Soils Report**

MKN will review all available record drawings, GIS information, pipeline schematics, and information submitted by the District's Contractor. Record information will be incorporated into the design of the thrust restraint.

MKN will review the soils report prepared by the District's Geotechnical Consultant and utilize the information for sizing of the thrust restraint.

**Task 2: Prepare Construction Detail & Notes**

MKN will prepare a construction detail with notes for the designed thrust restraint. It is assumed that the thrust restraint will be constructed by District forces and construction plans will not be required be for bidding.

**SCHEDULE**

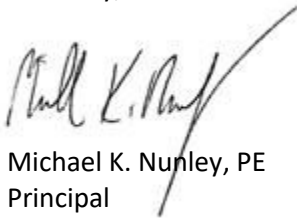
The draft detail will be submitted within 14 calendar days of Notice to Proceed. The final detail will be submitted within 4 working days of receiving comments on the draft detail.

**BUDGET SUMMARY**

MKN proposes to complete this project on a time and materials basis, with a budget of **\$7,500** that will not be exceeded without written authorization from the District. The fee schedule, terms, and conditions from the agreement between the District and MKN will apply.

Thank you for providing Michael K. Nunley and Associates with the opportunity to provide professional engineering services for your project. If you have any questions regarding this proposal, please contact me at [mnunley@mknassociates.us](mailto:mnunley@mknassociates.us) or by phone at (805) 904-6530.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael K. Nunley". The signature is stylized and written over a white rectangular area.

Michael K. Nunley, PE  
Principal



PO Box 2540, Camarillo, California 93011  
[www.Oakridgegeo.com](http://www.Oakridgegeo.com)  
805-603-4900

May 6, 2019  
Project No. OGI0203

Casitas Water District  
1055 Ventura Avenue  
Oak View, California 93022

Attention: Mr. Virgil Clary

Subject: Proposal for Geotechnical Services, Double Line Stop (39-inch Valves) Project,  
Casitas Municipal Water District Headquarters, Oak View, California

Dear Virgil:

Oakridge Geoscience, Inc. (OGI) is pleased to provide this proposal for geotechnical services for the Double Line Stop (39-inch valves) project to be installed at the CMWD headquarters at 1055 Ventura Avenue, Oak View, California. The purpose of the study is to evaluate geotechnical conditions and provide geotechnical design recommendations for the two valves as requested in your May 3 email. You have requested the following information:

- Net passive resistance,
- Effective soil unit weight,
- Coefficient of friction, and
- Soil type.

## **PROPOSED WORK SCOPE**

Based on our understanding of the project, we propose the following scope of work consisting of field exploration, laboratory testing, and geotechnical evaluation and reporting.

### **Task 1 – Field Exploration**

We propose to log and sample a test pit excavated by CMWD at the project site. Our field geologist will log the test pit in general accordance with ASTM D2488 for visual soil classification and collect samples for laboratory testing.

We have assumed CMWD will be responsible for notifying Underground Service Alert for utility clearance and supplying the backhoe and operator. OGI will not be responsible for unlocated or mis-located utilities.

### **Task 2 – Geotechnical Laboratory Testing**

We will perform geotechnical laboratory tests on selected earth materials sampled in the test pit to estimate engineering parameters of the sampled soil materials. The laboratory testing program is expected to consist of moisture/density relationships, grainsize, Atterberg limits (plasticity), and expansion potential and direct shear (if applicable).

**Task 3 - Geotechnical Evaluation and Reporting**

After completion of the field exploration, we will evaluate the findings and incorporate them into the geotechnical design memorandum with the requested design values. The memorandum will include the test pit log, laboratory test results, and geotechnical design criteria for the Line Stop Valve Project, including

- Summary of soil and groundwater conditions encountered,
- Net passive resistance,
- Effective soil unit weight, and
- Coefficient of friction.

We will submit one electronic draft copy (pdf) of the geotechnical memorandum via email for your review and comments. A pdf of the final report can be submitted within five days of receiving your comments.

**ASSUMPTIONS**

The following assumptions were made in preparation of this proposal:

- The proposed scope of services does not include any environmental assessments or evaluations for the presence or absence of mold and/or hazardous/toxic materials in the soil, surface water, groundwater, or atmosphere beyond that identified above.
- Casitas Municipal Water District will be responsible for utility clearance and providing the backhoe to excavate the test pit at no cost to OGI.
- Work performed as a task order using our existing on-call agreement.
- Invoices paid within 30 days of invoice date.

**ESTIMATED FEE**

The following is a breakdown of estimated costs for the scope of work described above. Actual fees will be invoiced on a time and expense basis in accordance with our current fee schedule.

**Table 1. Fee Estimate**

Description	Estimated Hours	Direct Costs	Estimated Fee
Task 1 – Field Exploration Data review, utility marking, and log test pit at valve site	6	*--	\$ 810
Task 2 – Geotechnical Laboratory Testing	--	680	680
Task 3 - Geotechnical Evaluation and Reporting	16		2,320
<b>Estimated Total:</b>	<b>24</b>	<b>\$ 680</b>	<b>\$3,810</b>

\*Assumes CMWD provides backhoe to excavate test pit

**CLOSURE**

Thank you for the opportunity to provide this proposal to Casitas Municipal Water District for the 39-inch valve line stops project. Please contact us if you have any questions on our approach or scope.

Sincerely,

OAKRIDGE GEOSCIENCE, INC.



Lori Prentice, CEG  
President



Operations & Maintenance Office

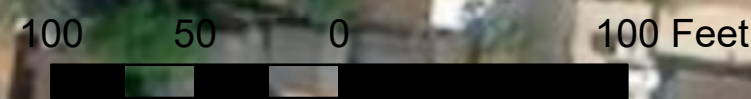
Casitas Municipal Water District Main Office

Utility

District Warehouse

Olive St

Ventura Ave





## **CASITAS MUNICIPAL WATER DISTRICT EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of May 22, 2019, by and between the Casitas Municipal Water District (hereinafter “District”) and Michael L. Flood (hereinafter “General Manager” or “Flood”), an individual, regarding the District General Manager position. Together, District and Flood shall be referred to herein as “Parties.”

### **RECITALS**

A. The District selected Flood to be its General Manager following a public recruitment, candidate assessment and due diligence review process. And District has offered the position of General Manager to Flood.

B. Flood desires to accept such District employment based upon the terms and conditions contained in this Agreement.

C. In reaching this Agreement, the Board of Directors of the District (the “Board”) has acted on behalf of the District. The Parties acknowledge that all decisions with respect to this Agreement and operations under it by or for the District shall be made by the Board.

NOW, THEREFORE, based on the foregoing recitals and the valuable consideration set forth in the mutual covenants and contractual terms below, the Parties agree to be bound as follows:

### **AGREEMENT**

1. **Employment.** The District hereby employs Flood as its General Manager and Flood accepts employment with the District, on the terms and conditions set forth herein.

2. **Position and Duties.**

2.1. **General.** Flood shall serve as General Manager of the District. In that capacity he shall be accountable to the Board and shall assume overall responsibility for the long-term and daily management of the operations of the District, subject, however, to all applicable laws, rules and regulations and to the policies and directions heretofore and from time to time established by the Board. The General Manager shall exercise exclusive and direct administrative and functional authority over all employees and contractors of the District.

2.2. **Representative Duties.** Under the direction of the Board, the General Manager shall plan, organize, direct, and control the activities and operations of the District; develop policy recommendations for action by the Board; and provide highly responsible and complex administrative support to the Board. He shall have authority to assign work activities and exercise direct supervision over all District personnel. In the performance of his duties, the General Manager shall direct activities of all District operations; plan, direct, oversee, and participate in the development of the District’s work plan, operations and programs; develop and implement budgets and short and long-range financial planning; compile and organize pertinent information in preparation for presentation to the Board;

develop, negotiate, administer, and review District contracts and formal agreements, represent the District to outside groups, contractors, and organizations; participate in outside community and professional group committees; and perform related duties as required.

**2.3. Exclusive Employment.** As General Manager, Flood shall not accept other employment or perform other services for compensation without first having obtained permission from the Board, which the Board may withhold in its sole discretion.

**2.4. District Employee Policies.** The employment of the General Manager shall be, except as otherwise provided in this Agreement or any future written amendments to it, in accordance with the policies, rules, and regulations of the District established for the District's employees as such policies, rules, and regulations presently exist or may be changed or modified by the Board from time to time in the future.

**2.5. Progress and Development Review.** The Parties acknowledge and agree that the General Manager/Flood and the Board shall hold a meeting(s) at least once a year to review and discuss the General Manager's development and progress with respect to the Board's policies, objectives, and goals for the District and for the General Manager. In the first year of this Agreement, the General Manager and Board shall hold development reviews after three (3) months and again after six (6) months.

**3. Commencement of Employment.** The General Manager's/Flood's employment shall commence January 30, 2019 ("Commencement Date").

**4. Termination of Employment.** The General Manager's/Flood's employment hereunder may be terminated only according to the provisions of this section:

**4.1 Termination Not For Cause.** The Board may terminate the General Manager for reasons other than cause, upon thirty (30) days written notice upon the affirmative vote for termination by at least four (4) members of the Board. If terminated under this provision prior to the end of the first year of this Agreement, the General Manager, upon executing a release agreement reasonably satisfactory in form and substance to the Board, will be paid severance consideration in the amount of his then current full gross salary, subject to normal withholding, for six (6) full calendar months following termination. If terminated under this provision after the first year of this Agreement, the General Manager, upon executing a release agreement reasonably satisfactory in form and substance to the Board, will be paid severance consideration in the amount of his then current full gross salary, subject to normal withholding, for three (3) full calendar months following termination.

**4.2 Termination For Cause Or In The Event of Death.** Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the death of the General Manager/Flood or in the event the General Manager/Flood is terminated by the Board for "cause" as defined below. In the event of such termination for cause, the District shall be under no obligation to the General Manager/Flood under this Agreement except for prorated salary and benefits due and unpaid to the date of termination and except as otherwise expressly provided herein. "Cause" for termination of employment shall consist of any of the following acts or conditions on the part of the General Manager/Flood: 3 (a) Willful breach of duties in the course of employment or persistent disregard of duties (including without limitation, failure to perform duties), and failure to correct such breach or disregard within thirty (30) days after written notice thereof; or (b) Conviction of a felony or the pleading of nolo contendere to a felony; or (c) Conviction of, or the pleading of nolo contendere to, any crime

involving fraud, embezzlement or theft. The affirmative vote of five (5) members of the Board shall be required for a finding of “cause” under this Section 4.2.

**4.3 Disability Termination.** Notwithstanding anything to the contrary in this Agreement, if the General Manager/Flood becomes (1) “permanently disabled,” or (2) is otherwise unable to perform substantially his full, normal duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) months or more, the Board shall have the right to terminate this Agreement. In such event, however, the General Manager/Flood shall be compensated for any accrued, unpaid sick leave, vacation, holidays, and other accrued benefits and shall receive all short term and long-term disability insurance benefits as may be provided for in District’s Human Resources Policies applicable to disability termination. For the purpose of the above, “permanently disabled” means the written opinion of at least two (2) licensed physicians appointed by the Board and acceptable to General Manager, to the effect that the General Manager will more likely than not ever again be able to perform substantially his full, normal duties as General Manager by reason of physical or mental disability, subject to the definition of “permanently disabled” in the District’s short term and long term disability insurance program. Subject to the provisions of District’s short term and long-term disability insurance program, the status of General Manager during any period of disability, prior to termination, shall be that of unpaid leave of absence, providing that nothing in this Section 4.3 shall impair or limit General Manager’s right to receive his full sick leave benefits under applicable District rules.

**4.4 At Will Employment/Resignation/Termination of Employment.** The Parties agree that the General Manager’s employment shall be “at will” and that the Board retains the discretionary right to terminate the services of General Manager at any time. In such event, however, the General Manager/Flood will be paid severance consideration in the amount of his then current full gross salary, subject to normal withholding, for six (6) full calendar months following termination as well as any accrued vacation, six (6) months of Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage, other accrued benefits and all short term and long-term disability insurance benefits as may be provided for in District’s Human Resources Policies applicable. The General Manager shall have the right to resign from his position with the District at any time (i.e., from the first day of employment), agreeing, however, to make his best efforts to give at least forty-five (45) days prior written notice to the District.

## **5. Compensation.**

**5.1 Salary.** District shall pay General Manager a salary at the rate of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) per year. In addition to development reviews during the first year of employment, the General Manager’s performance shall be reviewed annually by the Board on the anniversary of the Commencement Date of this Agreement and following that review, his compensation may be adjusted as determined by the Board. The salary shall be payable in accordance with the District’s general payroll policies. The District shall withhold or deduct from the General Manager’s compensation in the amounts legally required to be so withheld or deducted. The Parties agree that each year on the anniversary of the Commencement Date of this Agreement, General Manager’s then salary shall be increased by two percent (2%) as a cost-of-living adjustment (“COL Adjustment”), provided, any adjustment in compensation by the Board that exceeds the COL Adjustment pursuant to this Section shall be in lieu of the COL Adjustment.

**5.2 Benefits.** Except as specifically provided for in this Agreement, during his term of employment, the General Manager shall be entitled to the District’s standard benefits package, as embodied in District’s Human Resources Policy, Employee Handbook and other District regulations and

administrative practices (“Human Resources Policies”) from time to time, and applicable to General Manager. Such benefits shall include, but are not limited to, reimbursement of business expenses, vacation, sick leave, health insurance program for employee and eligible dependents, vision insurance program for employee and dependents, life insurance, dental insurance, long term and short-term disability insurance, and a Public Employee Retirement System retirement plan. In addition to the above standard benefits, the District currently makes a deferred compensation program available for participation by the employees at employee’s cost. Under the Human Resources Policies, the District shall provide to the General Manager, for District related use, a laptop computer and a cell phone, in addition to all required office equipment. The District shall also provide a car allowance to the General Manager in the amount of Four Hundred Dollars (\$400.00) per month.

**5.3 Relocation Assistance.** In order to assist Flood’s relocation of his primary residence to Ventura County, California, the District will reimburse Flood for the reasonable costs of the relocation, not to exceed the lowest cost estimate among three (3) reputable moving contractors for such relocation of Flood’s belongings, subject to the provisions of the District’s relocation policy in place from time to time. Such reimbursement, if any, shall be made to the General Manager within forty-five (45) days following the General Manager delivery to the District of three (3) moving company bids, with General Manager taking the lowest bid and paid invoices substantiating such expenses. To induce the District to offer to pay or reimburse the General Manager for his moving expenses (collectively, the “Relocation Assistance”), the General Manager has indicated his intention to remain employed by the District for at least twelve (12) months following the date that he relocates to Ventura County, California. Accordingly, in the event that the General Manager voluntarily terminates his employment with the District without good reason prior to the twelve (12) month anniversary of his relocation to the Ventura, California area or if the General Manager’s employment is terminated by the District for Cause prior to the twelve (12) month anniversary of his relocation to the Ventura, California area, the Employee agrees to pay back the Relocation Assistance to the Company immediately upon termination.

**6. Work Schedule.** During employment with the District, General Manager shall devote his full productive time and best efforts to performing the General Manager’s duties as may be necessary to fulfill the requirements of his position. The District expects that the performance of the duties of the General Manager should require at least forty (40) hours per week. General Manager acknowledges that proper performance of the duties of the General Manager will often require the performance of necessary services outside of normal business hours. However, the District intends that reasonable time off be permitted to General Manager, such as is customary for exempt employees, so long as the time off does not interfere with normal business. General Manager’s compensation (whether salary or benefits or other allowances) is not based on hours worked and General Manager shall not be entitled to any compensation for overtime. General Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

**7. Miscellaneous Provision.**

**7.1 Law Governing Agreement.** This Agreement will be governed and construed in accordance with the laws of the State of California. The venue for any Superior Court action relating to this Agreement shall be Ventura County.

**7.2 Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the District and the General Manager with respect to the General Manager’s employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the Board and reduced to a fully executed written document.

**7.3 Notices.** All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed to the District at its principal administrative office, to the attention of its Board Chairperson with a copy to the Clerk of the Board, and to the General Manager at the latest address in the District's employment records or at any other address which a party shall give notice of pursuant to this Section.

**7.4 Waiver.** No waiver by either party hereto with respect to performance of any of the provisions of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

**7.5 Severability.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

TO EVIDENCE THEIR AGREEMENT to the foregoing, the parties have executed this Agreement on the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Peter Kaiser, President  
Board of Directors

\_\_\_\_\_  
Michael L. Flood

ATTEST:

By: \_\_\_\_\_  
Brian Brennan, Secretary  
Board of Directors

APPROVED AS TO FORM:

ARNOLD LAROCHELLE MATHEWS  
VANCONAS & ZIRBEL LLP

By: \_\_\_\_\_  
John M. Mathews, District Counsel

2019 Board Priorities List

Category: Board Policy

		Complete?	Status/Disposition	Result
1	Equine prohibitions in the LCRA (check to see if there is a current policy/ordinance). (5) (Completion: 90 Days)	Yes	Presented to Executive Committee	Ordinance Already Exists
2	Review of allocation penalty policy. (Completion: 60 Days) (5)	Yes	Adopted by the Board on April 24, 2019	First Meeting on June 19, 2019
3	Review need for a Mission Statement and the ability to use this as a filter to discuss what goals can be accomplished (revenues, budgets, environmental issues, recreation elements, etc.) (Completion: 90 Days - Executive Committee) (5)	Yes	Adopted by the Board on May 4, 2019	Board adopted and distributed to CMWD Staff
4	Water rate analysis. (Update in 9 months) (4)	No	Starts October 2019	
5	Strategic plan for recreation area. (Completion: 9 Months - Recreation Committee) (5)	No	GM Cut from Budget	Review Mid-Year
6	Committee presentations to the Board. (Ongoing) (5)	Yes	Complete	Ongoing
7	Gauge investment in policies/cost-benefit analysis. (Ongoing) (5)	No	Further Discussion with Executive Committee	

Category: Admin

		Complete?	Status/Disposition	Result
1	Committee packets to Board members 48 hours prior. (To Executive Committee - Ongoing)	Yes		Ongoing
2	Draft Board agendas to legal counsel prior to publishing. (To Attorney by Thursday - Ongoing)	Yes		Ongoing
3	OBGMA link on website for OBGMA groundwater information		Deleted	
4	Gauging organizational capacity/bandwidth./Filing of open positions./Staffing plan(s)/ Understanding the adjustments necessary to cope with recent organizational changes. (Review/completion in 120 days) (5)	No	Position Adjustments & Additional Positions going through approval process. HR Manager offer sent May 2019. Assistant GM Applications being collected.	
5	Funding process and contracts. (Simplification of terminology). Contract = services, Purchase orders = materials (5) (90 days)	No	Staff needs to review and bring recommendation	
6	GANTT chart for process for projects, timelines, etc. (open purchase orders and contracts with monthly update) (Management Produce - 90 Days).	No	Project Tracker in place. Staff needs to discuss in May 2019	
7	Update of policy and procedures manual (including Board policy) and communication of results. (Completion: 12 months)	No	Bylaws being drafted by District Counsel. Working through Executive Committee.	
8	Staff recommendations with staff presentations on Board items. (Ongoing)	Yes		As needed
9	Have departments present at Board meetings and provide updates to efforts. (Ongoing)	Yes		As needed

Category: Water Security Items

		Complete?	Status/Disposition	Result
1	Focus on local water resources for water security projects. (5)	No	Review of Teague Watershed wells complete (project on hold). Matilija Deep Wells project under review which is expected to be complete in July 2019. Ojai Well Field rehabilitation project underway, expected to be complete in 2021 which includes drilling a replacement well. Ojai Well Desalter on hold pending results of Ojai Well Field rehabilitation project.	
2	Legal and professional review of SWP interconnect EIR from the Water Resources Committee Recommendations. (5)	Yes	EIR review period complete. Kennedy Jenks reviewing and will respond to comments.	Possible adoption of the EIR by the City of Ventura late in 2019
3	New legal foundation able to receive private funds for water security projects. (1)	No	To Executive Committee in June 2019	
4	Provide policy for avoiding Stage 5 restrictions./ Detailed emergency plan for when Lake Casitas reaches minimum pool including skeleton of plan./ Plan for what happens if water security projects do not work out that can be communicated to the public. (4)	No	Public Relations department to include this in development of a communications plan.	
5	Complete Comprehensive Water Resources Plan./ Need timeline for CWRP. (November 2019?)/ Economic concept review of costs of water security projects and gauge public support for those costs. (5)	No	Stantec engaged to complete the CMWD Comprehensive Water Resources Plan. Expected to be complete in November/December 2019	
6	Board review of Kear recommendations from 2016./ Publish summary from 2016 study and how priorities were reached (review full presentation)./ Review 2016 plan for costing information plan./ Public communication about 2016 study and messaging connected to it. (5)	No	Public Relations department to include this in development of a communications plan.	
7	Gauge need for an election for water security projects. / Review issues related to bonds and District revenues./Water rate analysis. (4)	No	District has engaged True North to develop a poll to test public opinion on a possible bond measure. Expected to occur in July 2019.	
8	Calleguas to Casitas pipeline project RFP (crosstown pipeline) (5).	No	Currently under review by CMWD Staff along with item #9. Expected to be complete by July 2019	
9	Planning for costs of Phase 1 SWP interconnect pipeline \$42M project (4).	No	Currently under development by CMWD staff along with item #8. Expected to be complete by July 2019	
10	Obtain legal representation for adjudication (5)	Yes	Rutan & Tucker engaged by the District	Ongoing
11	Peer review for Verbo/HoBo projects (5).	No	Technical Advisory Committee engaged. Review expected to be complete in July 2019	
12	Complete conjunctive use policy with OBGMA (4).	No	OBGMA working on draft agreement	
13	Biological Opinion review and critical drought protection measures. (5).	Yes	Critical Drought Protection Measures approved by all entities in March 2019	To be administered as appropriate.



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Region  
South-Central California Area Office  
1243 N Street  
Fresno, California 93721-1813

Letter of Agreement  
No. 19-WC-20-5506

IN REPLY REFER TO:

SCC-416  
2.2.1.06  
Environmental Compliance

MAY 10 2019

Mr. Mike Flood  
General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022

Subject: Letter of Agreement No. 19-WC-20-5506 – Casitas Municipal Water District – Robles Fish Passage Facility Operations & Maintenance Activities – Robles Diversion Dam, Ventura River – California

Dear Mr. Flood:

This subject Letter of Agreement (Agreement) between the Bureau of Reclamation (Reclamation) and Casitas Municipal Water District (Casitas) provides for reimbursement of Reclamation's costs related to the review and approval of the Operations and Maintenance (O&M) activities associated with the Robles Fish Passage Facility at the Robles Diversion Dam as well as any actions needed for compliance with the Biological Opinion. Reclamation is authorized to approve this action under Article 31 of Casitas' Contract 14-06-200-5257.

Reclamation's review team may consist of but is not limited to staff from the following disciplines: Environmental, Biology, and Operations.

Appropriate Reclamation staff shall participate in coordination as necessary to review and/or process activities pursuant to this Agreement.

Based upon the foregoing, the PARTIES HEREBY AGREE:

1. **CASITAS PAYMENT OBLIGATION:** Casitas shall be responsible for advancing to Reclamation the estimated costs and ultimately paying in full the actual costs incurred reviewing and/or processing the subject activities. Upon request by Casitas, Reclamation will provide an accounting of costs incurred. Except by mutual written consent, the estimated costs for these activities are not to exceed Twenty Thousand Dollars (\$20,000.00).
2. **DEPOSIT:** Casitas will deposit with Reclamation the amount of \$20,000.00 which will be used to finance the costs incurred to review and approve the activities described above. A special account will be established for reimbursement of direct expenses incurred to review and consider approval of your proposals. Please reference Agreement No. 19-WC-20-5506 when making this payment. In the event Reclamation foresees expenditures in excess of the account balance, Reclamation shall notify Casitas of the need for additional deposits in excess of the foregoing amount and shall provide Casitas with a detailed itemization of anticipated expenditures, and Casitas shall pay the amount requested within thirty (30) days of the request.

- 3. **REFUND:** Any unexpended funds advanced by Casitas pursuant to this Agreement remaining on deposit with Reclamation at the expiration or termination of this Agreement will be refunded.
- 4. **TERM:** This Agreement shall continue in effect until terminated by either party with thirty (30) days written notice. Casitas shall be responsible for all expenses incurred by Reclamation or other agencies, as needed, prior to the termination thereof. Execution of this Agreement does not guarantee the approval of the proposed action.

If Casitas agrees with the above, please sign two duplicate originals of this Agreement on the signature pages and retain one signed original for your records. Return one signed original to the address on this letterhead, Attention: SCC-416. Please provide one signed original Agreement and the deposit of \$20,000.00. As per Casitas' system of business administration detailed in Ordinance #12-01, dated September 26, 2012, a Board Resolution is not required for the General Manager's execution of contracts of \$20,000 or less.

If you should have any questions about this Agreement, please contact me at (559) 262-0336, by email at blopez@usbr.gov or for the hearing impaired at (800) 877-8339.

Sincerely,



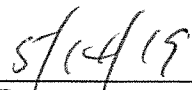
Brian Lopez  
Natural Resources Specialist

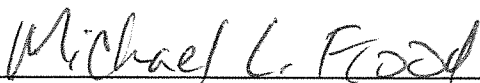
In Duplicate

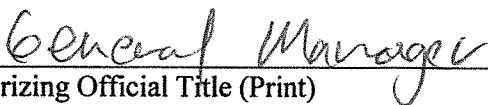
*On behalf of the Casitas Municipal Water District, I concur with the foregoing:*

**CASITAS MUNICIPAL WATER DISTRICT**

  
\_\_\_\_\_  
Authorizing Official Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorizing Official Name (Print)

  
\_\_\_\_\_  
Authorizing Official Title (Print)



---

---

**CASITAS MUNICIPAL WATER DISTRICT**

**MEMORANDUM**

---

---

**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** HYDROLOGIC STATUS REPORT FOR APRIL, 2019  
**DATE:** MAY 16, 2019

---

**RECOMMENDATION:**

This item is presented for information only and no action is required. Data are provisional and subject to revision.

**DISCUSSION:**

**Rainfall Data**

---

	<u>Casitas Dam</u>	<u>Matilija Dam*</u>	<u>Thacher School</u>
April, 2019	0.06"	0.03"	0.27"
Water Year (WY: Oct 01 - Sep 30)	27.47"	40.33"	26.06"
Average station rainfall to date	22.90"	33.29"	20.59"

*\*Matilija Dam rainfall data unavailable at this time, Matilija Canyon rainfall station used as proxy*

**Ojai Water System Data**

---

Well field production (April, 2019)	124.2 AF
Surface water supplementation (April, 2019)	19.6 AF
Static depth to water surface- Mutual #4 (April, 2019)	90.0 ft
Change in static level from March, 2019	+15.8 ft

**Robles Fish Passage and Diversion Facility Diversion Data**

---

Diversions (April, 2019)	1,523 AF	Total diversions WY to date	20,093 AF
Diversion days in April	30	Diversion days this WY	109

**Casitas Reservoir Data**

---

Water surface elevation (04/30/2019)	506.32 ft AMSL
Water storage on May 01, 2019	107,515 AF
Water storage last month	106,454 AF
Net change in storage	+ 1,061 AF
Change in storage from April 30, 2018	+23,461 AF



**Consumption Report**

**Water Sales FY 2018-2019 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date		
													2018 / 2019	2017 / 2018	
													Total	Total	
AD Ag-Domestic	445	411	363	355	228	67	36	14	22					1,941	2,890
AG Ag	341	290	229	236	166	41	32	9	17					1,359	2,047
C Commercial	120	118	103	82	60	36	24	21	28					591	689
DI Interdepartmental	40	25	9	5	3	1	2	3	2					90	63
F fire	0	0	0	0	0	0	0	0	0					0	0
I Industrial	2	1	1	2	1	1	2	3	2					15	11
OT Other	26	23	23	18	13	5	4	5	7					125	202
R Residential	258	260	244	220	192	112	95	78	97					1,556	1,798
RS - P Resale Pumped	113	115	109	99	79	44	61	6	9					634	412
RS - G Resale Gravity	341	250	199	283	276	110	79	86	61					1,685	1,633
TE Temporary	2	2	2	1	1	0	0	0	1					9	15
<b>Total</b>	<b>1,686</b>	<b>1,495</b>	<b>1,282</b>	<b>1,302</b>	<b>1,019</b>	<b>418</b>	<b>334</b>	<b>224</b>	<b>247</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>8,006</b>	<b>9,760</b>
<b>CMWD</b>	<b>1,512</b>	<b>1,320</b>	<b>1,115</b>	<b>1,146</b>	<b>885</b>	<b>341</b>	<b>271</b>	<b>170</b>	<b>180</b>						
<b>OJAI</b>	<b>174</b>	<b>175</b>	<b>167</b>	<b>156</b>	<b>134</b>	<b>77</b>	<b>63</b>	<b>54</b>	<b>67</b>						
<b>Total 2017 / 2018</b>	<b>1,355</b>	<b>1,185</b>	<b>1,608</b>	<b>1,628</b>	<b>1,026</b>	<b>1,085</b>	<b>592</b>	<b>898</b>	<b>384</b>	<b>815</b>	<b>1,078</b>	<b>1,200</b>		<b>N/A</b>	<b>12,853</b>

Casitas Municipal Water District CFD 2013-1 Improvement Fund				Casitas Municipal Water District CFD 2013-1 Bond Fund			
	Expenses	Interest	Balance		Expenses	Interest	Balance
	Paid	Earned			Paid	Earned	
Bond B - Funds Received Beginning Balance	42,658,223.98		42,658,223.98	Bond B - Funds Received Beginning Balance	466,447.67		466,447.67
Purchase Price of Golden State Water	-34,481,628.00		8,176,595.98	Interest Jun 2017		5.04	466,452.71
Interest Jun 2017		461.18	8,177,057.16	Interest Jul 2017		188.62	466,641.33
Main Extension Contract Pmt	-5,188.39		8,171,868.77	Interest Aug 2017		232.86	466,874.19
Reinbursement from CFD 2013-1 Meter Cost	-999,237.84		7,172,630.93	Interest Sep 2017		344.71	467,218.90
Interest Jul 2017		5,544.85	7,178,175.78	Interest Oct 2017		235.37	467,454.27
Main Extension Contract Pmt	-361,183.16		6,816,992.62	Interest Nov 2017		247.46	467,701.73
Interest Aug 2017		3,677.09	6,820,669.71	Applied Interest Earned for Pmt of Bond B	-468,270.91		-569.18
Interest Sep 2017		3,647.06	6,824,316.77	Interest Dec 2017		314.41	-254.77
Interest Oct 2017		3,437.91	6,827,754.68	Interest Jan 2018		254.77	0.00
Reinbursement from CFD 2013-1 Meter Cost	-1,038,855.67		5,788,899.01	Interest Feb 2018		479.96	479.96
Interest Nov 2017		3,614.48	5,792,513.49	Interest Mar 2018		671.37	1,151.33
Interest Dec 2017		3,663.59	5,796,177.08	Interest Apr 2018		1.05	1,152.38
Interest Jan 2018		3,894.34	5,800,071.42	Interest May 2018		1.20	1,153.58
Interest Feb 2018		4,511.30	5,804,582.72	Interest Jun 2018		1.28	1,154.86
Interest Mar 2018		4,221.55	5,808,804.27	Interest Jul 2018		1.34	1,156.20
Interest Apr 2018		5,400.71	5,814,204.98	Interest Aug 2018		1.48	1,157.68
Interest May 2018		6,037.34	5,820,242.32	Sept Adjusted Market Value		2.82	1,160.50
Interest Jun 2018		6,461.77	5,826,704.09	Interest Sep 2018		91.04	1,248.72
Interest Jul 2018		6,771.59	5,833,475.68	Applied Interest Earned for Pmt of Bond B	-1,154.86		93.86
Interest Aug 2018		7,444.64	5,840,920.32	Interest Oct 2018		134.86	228.72
Interest Sep 2018		7,521.43	5,848,441.75	Interest Nov 2018		0.34	229.06
Interest Oct 2018		7,547.03	5,855,988.78	Interest Dec 2018		0.34	229.40
Interest Nov 2018		8,755.99	5,864,744.77	Interest Jan 2019		0.37	229.77
Interest Dec 2018		8,711.47	5,873,456.24	Interest Feb 2019		862.62	1,092.39
Interest Jan 2019		9,430.38	5,882,886.62	Interest Mar 2019		1,194.96	2,287.35
Interest Feb 2019		10,113.30	5,892,999.92	Interest Apr 2019		3.70	2,291.05
Interest Mar 2019		9,102.54	5,902,102.46				
Interest Apr 2019		10,146.85	5,912,249.31				
Less: Pending Projects for Reimbursement			<u>-2,096,647.37</u>				
Total funds remaining for improvement:			<u><u>3,815,601.94</u></u>				

**Casitas Municipal Water District**  
**CFD 2013 - 1 Projects to be reimbursed to CMWD To Date**

Project No: Project Name:	Total Cost To Date
400 Ojai System Masterplan	381,148.82
420 Sunset Place Pipeline Replacement	66,588.55
421 Cuyama, Palomar and El Paseo Roads Pipeline Replacement	183,166.60
422 South San Antonio Street and Crestview Drive Pipeline	70,342.39
423 West and East Ojai Avenue Pipeline Replacement	249,074.74
424 Running Ridge Zone Hydraulic Improvement	343,024.97
425 Well Rehabilitation Replacement	357,818.00
426 Valve & Appurtenance Replacement	54,728.00
427 Fairview Pipeline Replacement	0.00
428 Mutual Wellfield Pipeline	98,837.80
429 Grand Ave Pipeline	9,819.82
430 Signal Booster Zone Hydraulic Improvements	17,387.98
431 Emily Street Pipeline Replacement	55,870.70
432 Casitas-Ojai System Interties	89,000.00
522 Ojai Arc Flash Study	<u>119,839.00</u>
Project(s) Cost To Date:	<u><u>2,096,647.37</u></u>

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
05/08/19**

Type of Invest	Institution	CUSIP	Date of Maturity	Original Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	US Treasury Inflation Index NTS	912828MF4	1/15/2020	\$1,041,021	\$1,174,510	1.375%	11/18/2015	5.76%	247
*TB	Federal Home Loan Bank	3130A0EN6	12/10/2021	\$547,735	\$507,055	2.875%	5/9/2016	2.49%	932
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$941,144	\$867,638	2.875%	8/2/2016	4.26%	1836
*TB	Federal Home Loan Bank	3130A3DL5	9/8/2023	\$1,587,180	\$1,504,005	2.375%	10/13/2016	7.38%	1560
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$773,773	\$731,466	2.875%	2/19/2016	3.59%	2195
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,025,110	\$1,009,530	2.700%	5/10/2017	4.95%	2222
*TB	Federal Home Loan Bank	3130ADNW8	2/14/2020	\$998,230	\$1,002,010	3.400%	1/16/2013	4.92%	276
*TB	Federal National Assn	31315P2J7	5/1/2024	\$809,970	\$750,948	3.300%	5/25/2016	3.69%	1793
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$500,235	2.925%	11/20/2017	2.45%	3234
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$940,311	\$843,292	5.400%	5/9/2016	4.14%	2495
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,393,598	\$1,348,839	1.625%	10/3/2012	6.62%	36
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$476,582	\$432,986	3.375%	7/14/2016	2.12%	1560
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,251	\$475,333	2.710%	11/20/2017	2.33%	3514
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$854,885	\$834,498	2.790%	3/28/2016	4.10%	2461
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,016,100	\$993,440	3.000%	3/24/2016	4.88%	2790
*TB	Federal Farm CR Bank	3133EGWD3	9/29/2027	\$694,629	\$679,733	2.200%	11/17/2016	3.34%	3021
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$821,362	1.980%	10/25/2016	4.03%	1967
*TB	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$743,109	\$596,820	5.625%	9/8/2014	2.93%	753
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,940	\$2,442,700	2.125%	7/6/2010	11.99%	2506
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,488,050	\$1,415,200	2.625%	5/25/2016	6.94%	1918
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$683,584	\$664,923	2.375%	5/1/2016	3.26%	965
*TB	US Treasury Note	912828WE6	11/15/2023	\$770,037	\$781,019	2.750%	12/13/2013	3.83%	1627

**Total in Gov't Sec. (11-00-1055-00&1065) \$21,144,514 \$20,377,541 99.98%**

**Total Certificates of Deposit: (11.13506) \$0 \$0 0.00%**

\*\* LAIF as of: (11-00-1050-00) N/A \$267 \$267 2.55% Estimated 0.00%

\*\*\* COVI as of: (11-00-1060-00) N/A \$2,932 \$2,932 2.52% Estimated 0.01%

**TOTAL FUNDS INVESTED \$21,147,713 \$20,380,741 100.00%**

Total Funds Invested last report \$21,147,695 \$20,302,531

Total Funds Invested 1 Yr. Ago \$21,077,068 \$20,046,829

\*\*\*\* CASH IN BANK (11-00-1000-00) EST. \$2,111,096 \$2,111,096  
CASH IN Custodial Money Market \$10 \$10 0.30%

**TOTAL CASH & INVESTMENTS \$23,258,819 \$22,491,846**

TOTAL CASH & INVESTMENTS 1 YR AGO \$24,758,824 \$23,728,585

- \*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.