



Board of Directors

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
August 28, 2019 @ 3:00 PM

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 - presentation on District related items that are not appearing on the agenda - three minute limit.
6. Consent Agenda
 - 6.a. APPROVE AND ADOPT MINUTES FROM THE AUGUST 14, 2019 MEETING.

7. Action Items

- 7.a. REVIEW, APPROVE AND ACCEPT DISTRICT ACCOUNTS PAYABLE REPORT FOR THE PERIOD OF 8/1/19 - 8/14/19.
[Accounts Payable Report.pdf](#)
- 7.b. DISCUSSION AND APPROVAL OF A THREE YEAR AGREEMENT WITH ROTARY CLUB OF OJAI WEST FOUNDATION FOR THE USE OF LAKE CASITAS RECREATION AREA FOR THE OJAI WINE FESTIVAL FOR YEARS 2020, 2021 AND 2022.
[Board.8.14.2019.Memo.Wine.Fest.Agreement \(1\).pdf](#)
[Ojai Wine Festival Agreement.Board.8.14.2019.draft..pdf](#)
- 7.c. APPROVE AND AUTHORIZE THE GENERAL MANAGER TO ISSUE A TASK ORDER TO MKN & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ROBLES DIVERSION FISH SCREEN IMPROVEMENTS, CONSTRUCTION OF PROTOTYPE APPARATUS IN AN AMOUNT NOT TO EXCEED \$68,943.00.
[BoardMemo Robles Fish Screens.pdf](#)
- 7.d. APPROVE AND AUTHORIZE A CONTRACT TO GENERAL PUMP COMPANY, INC. IN THE AMOUNT OF \$152,837.00 FOR THE SAN ANTONIO WELL #4 REHABILITATION (SPEC. NO. 19-419) AND ADOPT THE NOTICE OF EXEMPTION.
[Request to Award Contract for San Antonio Well #4 Project.pdf](#)
- 7.e. DISCUSSION AND POSSIBLE ACTION REGARDING THE REQUEST FROM THE GENERAL MANAGER OF THE CITY OF VENTURA WATER DEPARTMENT (VENTURA WATER) TO WAIVE LATE FEES OF \$4,100.46.
[Request DQ be waived - City of Ventura 082819.pdf](#)
[Letter from the City of Ventura DQ 08-05-19.pdf](#)
- 7.f. REVIEW AND DISCUSSION OF A REVISED AGREEMENT WITH SAN GORGONIO PASS WATER AGENCY TO EXCHANGE 650 ACRE-FEET OF CASITAS MWD'S 2019 STATE WATER PROJECT TABLE A WATER SUPPLY
[Board Memo on a Revised Table A Water Exchange with San Gorgonio PWA 082819.pdf](#)
[DraftAgreement_SGPWA_CMWD_Ventura_Revised_MPH.pdf](#)

8. Discussion Items

- 8.a. STAFF UPDATE PRESENTATION ON ALTERNATIVE WATER SUPPLY PROJECTS GROUPING CONCEPTS AND ESTIMATED COSTS.
[Staff Update Presentation on Alternative Water Supply Projects Grouping Concepts and Estimated Costs 082819.pdf](#)

- 8.b. DISCUSSION OF BOARD ROOM AUDIO VISUAL UPGRADES
[Discussion Regarding Audio-Visual Upgrades 082819.pdf](#)
9. Receive and File Information Items
 - 9.a. HYDROLOGIC STATUS REPORT FOR JULY 2019.
[Hydrology July 2019.pdf](#)
 - 9.b. SPECIAL FINANCE COMMITTEE MINUTES
[Special Finance Minutes 080819.pdf](#)
 - 9.c. EXECUTIVE COMMITTEE MINUTES
[Exec Minutes 080919.pdf](#)
 - 9.d. RECREATION COMMITTEE MINUTES
[Rec Minutes 080619.pdf](#)
 - 9.e. FINANCE COMMITTEE MINUTES
[Finance Minutes 081619.pdf](#)
 - 9.f. WATER RESOURCES COMMITTEE MINUTES
[Water Resources Minutes 082019.pdf](#)
 - 9.g. INVESTMENT REPORT
[Investment Report 08-14-19 \(1\).pdf](#)
10. General Manager Comments. Brief announcements and report on District activities.
11. Board of Director Reports on Meetings Attended
12. Board of Director Comments per Government Code Section 54954.2 subdivision (a).
13. Closed Session
 - 13.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.b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code §54956.9(b)
Number of potential cases: 1
14. Adjournment



Minutes of the Casitas Municipal Water District
Board Meeting Held
August 14, 2019

A meeting of the Board of Directors was held August 14, 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.

2. Roll Call

Directors Word, Spandrio, Baggerly and Kaiser were present. Director Brennan arrived at 3:03 p.m. Also in attendance were General Manager Mike Flood, Clerk of the Board Rebekah Vieira and Attorney John Mathews. There were four staff members and five members of the public in attendance.

3. Pledge of Allegiance

President Kaiser introduced Accounting Technician Efren Alvarez Galindo who recently received his citizenship and 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.

Retired General Manager John Johnson addressed his concerns regarding a change in retiree health care for his wife and the requirement to purchase Medicare Part B. The Board decided to discuss this further in Finance or Executive Committee.

6. Consent Agenda

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

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

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

7. Action Items:

- a. Review, Approve and Accept District Accounts Payable Report for the Period of 7/11/19 – 7/31/19. APPROVED

On the motion of Director Brennan, seconded by Director Word, the Accounts Payable Report was approved by the following roll call vote:

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

- b. Discussion and Approval Regarding Bond Consultant Proposals/Contracts for a proposed 12.75M Series C Issuance of CFD 2013-1 Bonds (Ojai Water System). APPROVED

Suzanne Harrell of Harrell and Company provided a presentation on the proposed Series C issuance of CFD 2013-1 Bonds for the Ojai Water System.

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

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

On the motion of Director Brennan, seconded by Director Word, the Clerk of the Board is to work to schedule required bond training. This was approved by the following roll call vote:

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

- c. Approve and Authorize the General Manager to sign a Task Order for Engineering Design Services to MNS Engineers, Inc. in the not to exceed amount of \$69,665.00 for the Rincon Main Pipeline Relocation (Ayers Creek Crossing). APPROVED

On the motion of Director Baggerly, seconded by Director Brennan, items 7 c and 7 d were approved by the following roll call vote:

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

- d. Approve and Authorize the General Manager to sign a Task Order for Environmental Consulting Services to Rincon consultants, Inc. in the not to exceed amount of \$34,568.00 for the Rincon Main Pipeline Relocation (Ayers Creek Crossing). APPROVED

Motion was included in 7 c above.

- e. Adopt Resolution scheduling a public hearing for September 11, 2019 regarding Board Compensation. ADOPTED

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

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

Resolution is numbered 2019-21

8. Receive and File Information Items:

- a. Engineering Status Report for June 2019.
- b. Lake Casitas Recreation Area report June, 2019.
- c. Water Resources Minutes
- d. Special Executive Committee Minutes
- e. Finance Committee Minutes
- f. CFD 2013 Report.
- g. Consumption Report for June, 2019.
- h. Investment Report.

Director Spandrio questioned items in the Engineering Status Report.

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

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

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

General Manager Mike Flood mentioned the Op Ed in the Ojai Valley News regarding the PWR concepts. He then informed the board that an offer has been made and accepted for an Assistant General Manager candidate subject to pre-employment criteria. It was a great group of candidates.

10. Board of Director Reports on Meetings Attended.

Director Brennan reported on attendance at the Ventura County Watershed meeting and also the Ventura City Council meeting.

Director Baggerly attended the OBGMA special meeting to develop a response to DWR based on their tentative denial of our alternative demonstration in relationship to seven undesirable results. Based on our enabling legislation and other sections of the law we will develop thresholds and policies related to the results and put it into our groundwater management plan.

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

Director Brennan suggested the PR Committee provide some information to the press on a quarterly basis or something to get information in the press on what we are doing.

President Kaiser mentioned the redesigned website and suggested that it be used to provide additional information and Director Brennan suggested having nice videos to put up on the website and also on social media.

Director Spandrio commented on issues with the video system such as inconsistencies with sound quality and directors not speaking into their mics and presentations not being readable. Video quality is poor and there is only one camera angle of the full board. There is no view of the podium or the presenter and they frequently can't be heard and don't identify themselves for the record. When the board engages the audience they are not at the podium and comments cannot be heard. Director Spandrio suggested that there be an agenda item on the next board agenda to hear from staff on how we create a system comparable to the Ojai and Ventura video systems. The board was supportive of this and Mr. Flood suggested it being reviewed by the PR Committee and there is not adequate time to put something together before the next meeting. Director Spandrio added we can discuss where we want to go at the next meeting.

President Kaiser mentioned that the LCRA display at the Ventura County Fair received an honorable mention and he also acknowledged the craftsman and woodworking efforts of Director Word.

President Kaiser moved the meeting to closed session at 3:54 p.m.

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.
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION (Government Code §54956.9(b)
Number of potential cases: 1
- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION (Government Code §54956.9(a)
Bodycombe v. Casitas Municipal Water District. Ventura Superior Court, Small Claims Division, Case No. 2019SC000978.

President Kaiser moved the meeting back into open session at 5:20 p.m. with Mr. Mathews stating the board met in closed session to discuss three matters and no action was taken.

13. Adjournment.

President Kaiser adjourned the meeting at 5:20 p.m.

Brian Brennan, Secretary

CASITAS MUNICIPAL WATER DISTRICT
 Payable Fund Check Authorization
 Checks Dated 08/01/19-08/14/19
 Presented to the Board of Directors For Approval August 28, 2019

Check	Payee		Description	Amount
000903	Payables Fund Account	# 9759651478	Accounts Payable Batch 080719	\$455,799.29
000904	Payables Fund Account	# 9759651478	Accounts Payable Batch 081419	\$209,078.25
				\$664,877.54
000905	Payroll Fund Account	# 9469730919	Estimated Payroll 09/12/19	\$260,000.00
			Total	\$924,877.54

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, 000903-000905 have been duly audited is hereby certified as correct.

Denise Collin 8/14/19
 Denise Collin, Chief Financial Officer

 Signature

 Signature

 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 08/10/19
Pay Date of 08/15/19
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 8/12/19
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

ENDOR SET: 01 Casitas Municipal Water D
ANK: * ALL BANKS
ATE RANGE: 8/01/2019 THRU 8/14/2019

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/07/2019			035052		
C-CHECK	VOID CHECK	V	8/07/2019			035061		
C-CHECK	VOID CHECK	V	8/07/2019			035065		

* * T O T A L S * *

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

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		3	0.00	0.00	0.00
BANK:	TOTALS:	3	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2019 THRU 8/14/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
10049	STATE OF CALIFORNIA							
	I-T2 201908121565 State Withholding	D	8/14/2019	12,536.99		000000		
	I-T2 201908141566 State Withholding	D	8/14/2019	16.09		000000		12,553.08
10128	INTERNAL REVENUE SERVICE							
	I-T1 201908121565 Federal Withholding	D	8/14/2019	35,297.48		000000		
	I-T1 201908141566 Federal Withholding	D	8/14/2019	90.02		000000		
	I-T3 201908121565 FICA Withholding	D	8/14/2019	42,018.02		000000		
	I-T3 201908141566 FICA Withholding	D	8/14/2019	138.88		000000		
	I-T4 201908121565 Medicare Withholding	D	8/14/2019	10,082.88		000000		
	I-T4 201908141566 Medicare Withholding	D	8/14/2019	32.48		000000		87,659.76
10187	CALPERS							
	I-PBP201908121565 PERS BUY BACK	D	8/14/2019	161.96		000000		
	I-PEB201908121565 PEPRA EMPLOYEES PORTION	D	8/14/2019	8,923.67		000000		
	I-PEM201908121565 PERS EMPLOYEE PORTION MGMT	D	8/14/2019	2,568.27		000000		
	I-PER201908121565 PERS EMPLOYEE PORTION	D	8/14/2019	6,403.64		000000		
	I-PRB201908121565 PEPRA EMPLOYER PORTION	D	8/14/2019	8,514.37		000000		
	I-PRR201908121565 PERS EMPLOYER PORTION	D	8/14/2019	11,137.10		000000		37,709.01
12587	A&M LAWNMOWER SHOP							
	I-48246 Grinding Wheel & plugs - LCRA	R	8/07/2019	320.51		035000		
	I-48267 Trimmer Heads - LCRA	R	8/07/2019	35.72		035000		
	I-48295 Chainsaw - MAINT	R	8/07/2019	532.59		035000		888.82
10010	AIRGAS USA LLC							
	I-9963330741 Cylinder Rentals - PL	R	8/07/2019	247.90		035001		247.90
14362	Sandra Alcazar							
	I-795300 Camping Cancellation - LCRA	R	8/07/2019	85.00		035002		85.00
14363	Reyna Alonzo							
	I-839107 WP Ticket Refund - LCRA	R	8/07/2019	135.00		035003		135.00
13044	Amazon Capital Services							
	C-1DPW-VX4K-VLG7b Accrue Use Tax	R	8/07/2019	6.52CR		035004		
	D-1DPW-VX4K-VLG7a Accrue Use Tax	R	8/07/2019	6.52		035004		
	I-1DPW-VX4K-VLG7 Combo Wrench Set - MAINT	R	8/07/2019	89.98		035004		
	I-1FTP-YQH6-6RG1 Drill Kit & Batteries - MAINT	R	8/07/2019	374.67		035004		464.65
10029	AMERICAN TOWER CORP							
	I-3087116 Tower Rent-Red Mt. Rincon Peak	R	8/07/2019	2,102.62		035005		2,102.62

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2019 THRU 8/14/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0014	AQUA-FLO SUPPLY							
	I-SI1401251 PCVC Fitting - TP	R	8/07/2019	6.38		035006		
	I-SI1401291 PVC Fitting & Pipe - TP	R	8/07/2019	24.43		035006		
	I-SI14014261 Cement, Paint, Fittings - TP	R	8/07/2019	34.48		035006		65.29
04364	Laurie Aronsky							
	I-803545 Camping Cancellation - LCRA	R	8/07/2019	187.00		035007		187.00
02179	Art Street Interactive							
	I-1731 Reservation Sys. Hosting/Maint	R	8/07/2019	542.15		035008		542.15
01666	AT & T							
	I-000013382449 Acct#9391062398	R	8/07/2019	107.85		035009		107.85
01666	AT & T							
	I-000013387061 Acct#9391064013	R	8/07/2019	20.63		035010		20.63
01666	AT & T							
	I-000013408271 Acct#9391064882	R	8/07/2019	550.59		035011		550.59
01153	RUSS BAGGERLY							
	I-July 19 Reimburse Mileage 7/19	R	8/07/2019	22.04		035012		
	I-June 19 Reimburse Mileage 6/19	R	8/07/2019	26.68		035012		48.72
04365	Jody Ball							
	I-777584 Camping Cancellation - LCRA	R	8/07/2019	60.00		035013		60.00
04366	Gloria Baltazar							
	I-826667 Vehicle Fee Refund - LCRA	R	8/07/2019	36.00		035014		36.00
03207	BMI PacWest Inc.							
	I-012640 AC Unit Troubleshoot - TP	R	8/07/2019	565.88		035015		
	I-012700 AC Maintenance - DO	R	8/07/2019	559.00		035015		1,124.88
04262	Salina Borjas							
	I-805523a Camping Cancellation - LCRA	R	8/07/2019	95.00		035016		95.00
03059	Brenntag Pacific Inc.							
	I-BPI965968 Chlorine for Ojai Sys. - TP	R	8/07/2019	1,400.53		035017		1,400.53
00463	Cal-Coast Machinery							
	I-561132 Tractor Rental 7/11-8/10	R	8/07/2019	2,149.61		035018		2,149.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03702	Cannon Corporation							
I-69475	De La Garrigue Bridge Rep -ENG	R	8/07/2019	3,033.75		035019		
I-69500	Valves & App Ventura St. - ENG	R	8/07/2019	780.00		035019		
I-69501	Rice Bridge Replacement - ENG	R	8/07/2019	3,321.25		035019		7,135.00
02787	Lindsay Cao							
I-July 19	Reimburse Expenses 7/19	R	8/07/2019	192.00		035020		192.00
00511	Centers for Family Health							
I-88550	Drug Screening - LCRA/DO	R	8/07/2019	870.00		035021		870.00
02322	Coast Cart, Inc.							
I-16283	Utility Gas Cart - LCRA	R	8/07/2019	8,586.36		035022		8,586.36
01843	COASTAL COPY							
I-864304	Copier Usage - DO	R	8/07/2019	375.57		035023		375.57
00061	COMPUWAVE							
I-SB02093158	Printer - MGMT	R	8/07/2019	625.27		035024		625.27
00062	CONSOLIDATED ELECTRICAL							
I-9009-794474	Fuses - EM	R	8/07/2019	167.22		035025		167.22
00064	CROWDER BACKFLOW SERVICES, INC							
I-29290	Backflow Cleaning @SA Plant-TP	R	8/07/2019	395.00		035026		395.00
01001	CUSTOM PRINTING							
I-153727	Envelopes - ADM	R	8/07/2019	262.76		035027		
I-153804	Business Cards - MGMT	R	8/07/2019	160.88		035027		423.64
01856	DATA FLOW							
I-32020	AP Checks - ADM	R	8/07/2019	225.54		035028		225.54
01764	DataProse, LLC							
I-DP1902340	UB Mailing 6/19	R	8/07/2019	3,345.59		035029		3,345.59
04367	Janet De Leon							
I-844678	Camping Cancellation - LCRA	R	8/07/2019	24.00		035030		24.00
00076	DEKREEK TECHNICAL SERVICES							
I-6907-1	SCADA tech & Hardware - EM	R	8/07/2019	12,158.00		035031		12,158.00
03715	Madeline Demarquette							
I-780078a	Camping Cancellation - LCRA	R	8/07/2019	170.00		035032		170.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01498	Department of Industrial Relat DIR Inspection - WP	R	8/07/2019	1,276.25		035033		1,276.25
00824	DEVAR, INC. Repair Devar Radios - EM	R	8/07/2019	2,711.26		035034		2,711.26
00616	DICK CORE MARINE Fuel Assembly Repairs-Unit 289	R	8/07/2019	1,165.13		035035		1,165.13
00771	DLT SOLUTIONS LLC AutoCAD License 8/1/19-7/31/20	R	8/07/2019	5,996.55		035036		5,996.55
00095	FAMCON PIPE & SUPPLY Bug Screen & Armorcast - PL	R	8/07/2019	493.35		035037		493.35
00093	FEDERAL EXPRESS Shipping - MGMT	R	8/07/2019	7.93		035038		7.93
00013	FERGUSON ENTERPRISES INC Hydraplug - PL	R	8/07/2019	167.98		035039		
	I-06811117 Hydraplugs - PL	R	8/07/2019	306.77		035039		
	I-7728793 Urinal Cartridges - LCRA	R	8/07/2019	1,240.71		035039		
	I-7803075 Automatic Sink Faucets - LCRA	R	8/07/2019	602.73		035039		2,318.19
00099	FGL ENVIRONMENTAL TOC/DOC Monitoring 6/18/19	R	8/07/2019	416.00		035040		
	I-908102A Robles GW Discharge 6/18/19	R	8/07/2019	1,314.00		035040		
	I-908988A Nitrate Monitoring 7/9/19	R	8/07/2019	43.00		035040		
	I-909329A Nitrate Monitoring 7/16/19	R	8/07/2019	43.00		035040		
	I-909333A Manganese Monitoring 7/16/19	R	8/07/2019	15.00		035040		1,831.00
00101	FISHER SCIENTIFIC Refrigerator - LAB	R	8/07/2019	1,820.84		035041		
	I-2210044 Broken Glass Boxes - LAB	R	8/07/2019	86.43		035041		1,907.27
00104	FRED'S TIRE MAN Flat Repair Unit 71	R	8/07/2019	20.00		035042		20.00
04368	Kenneth Fredrickson Camping Cancellation - LCRA	R	8/07/2019	127.00		035043		127.00
04369	Cheryl Fry Camping Cancellation - LCRA	R	8/07/2019	145.00		035044		145.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2019 THRU 8/14/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03856	Granicus, LLC							
I-115598	New Website Customization-CONS	R	8/07/2019	1,597.19		035045		1,597.19
04370	Amy Gray							
I-812806	Camping Cancellation - LCRA	R	8/07/2019	85.00		035046		85.00
00746	GREEN THUMB INTERNATIONAL							
I-508091	Plants for Fair Booth - LCRA	R	8/07/2019	158.89		035047		
I-508318	Plants for DO Garden - CONS	R	8/07/2019	50.37		035047		209.26
02217	Greg Rents							
I-9010	Cement Slurry - PL	R	8/07/2019	85.80		035048		85.80
00121	HACH COMPANY							
I-11562485	Free Chlorine Reagent - LAB	R	8/07/2019	231.66		035049		
I-11563263	Absorbic Acid Reagent - LAB	R	8/07/2019	27.13		035049		258.79
04371	Taryn Hartman							
I-777586	Camping Cancellation - LCRA	R	8/07/2019	60.00		035050		60.00
09910	J.W. ENTERPRISES							
I-312749	CT Pumping - AVE 1 PP	R	8/07/2019	76.50		035051		
I-312750	CT Pumping - VILLANOVA RES	R	8/07/2019	76.50		035051		
I-312751	CT Pumping - OVPP	R	8/07/2019	76.50		035051		
I-312752	CT Pumping - 4M PP	R	8/07/2019	76.50		035051		
I-312753	CT Pumping - GRAND AVE	R	8/07/2019	76.50		035051		
I-312754	CT Pumping - 4M RES	R	8/07/2019	76.50		035051		
I-312755	CT Pumping - SA PLANT	R	8/07/2019	153.00		035051		
I-312756	CT Pumping - UPPER OJAI RES	R	8/07/2019	76.50		035051		
I-312757	CT Pumping - 3M PUMP	R	8/07/2019	76.50		035051		
I-312758	CT Pumping - SIGNAL RES	R	8/07/2019	76.50		035051		
I-312759	CT Pumping - FAIRVIEW RES	R	8/07/2019	76.50		035051		
I-312760	CT Pumping - CASITAS DAM	R	8/07/2019	76.50		035051		
I-312761	CT Pumping - RINCON TANK	R	8/07/2019	76.50		035051		
I-312762	CT Pumping - BATES RES	R	8/07/2019	76.50		035051		1,147.50
01022	KELLY CLEANING & SUPPLIES, INC							
I-45292131	Janitorial Services 7/19- LCRA	R	8/07/2019	280.00		035053		280.00
02598	Konecranes, Inc.							
I-154143557	Crane Inspection 7/19 - TP	R	8/07/2019	572.00		035054		572.00
02590	Koppl Pipeline Services, Inc.							
I-20616	Oak View Main Valve Insall-ENG	R	8/07/2019	71,760.00		035055		71,760.00

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 8/01/2019 THRU 8/14/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0241	LBL EQUIPMENT REPAIR, INC I-1284 Worksaver Auger & Bit - LCRA	R	8/07/2019	1,914.41		035056		1,914.41
0360	LESLIE'S POOL SUPPLIES, INC I-00142-02-015774 Small Chemicals - WP	R	8/07/2019	118.37		035057		118.37
04372	Michael McHenry I-812965 Camping Cancellation - LCRA	R	8/07/2019	123.00		035058		123.00
0329	MCMASTER-CARR SUPPLY CO. I-10635047 Flowmeter for OWS - TP	R	8/07/2019	91.39		035059		91.39
0151	MEINERS OAKS ACE HARDWARE							
	I-885229 Door Holder,Cleaner,Gloves-TP	R	8/07/2019	85.90		035060		
	I-887196 Bolts, Screws, Clamps - TP	R	8/07/2019	3.23		035060		
	I-887321 Bolts, Screws, Pipe Strap - TP	R	8/07/2019	3.45		035060		
	I-887872 Tool Set - MAINT	R	8/07/2019	175.23		035060		
	I-888063 Bug Traps & Adhesive - TP	R	8/07/2019	31.56		035060		
	I-888185 Rodent Gas - MAINT	R	8/07/2019	46.76		035060		
	I-888192 Toilet Tank & Trash Can - LCRA	R	8/07/2019	100.50		035060		
	I-888350 Faucet & Hose Bib - WHS	R	8/07/2019	10.73		035060		
	I-888379 Fittings & Adapters - EM	R	8/07/2019	50.31		035060		
	I-888463 Batteries & Tape - LCRA	R	8/07/2019	15.02		035060		
	I-888514 Screwdriver Set & Cleaner - UT	R	8/07/2019	24.20		035060		
	I-888524 Ring Wax & Bolt Set - LCRA	R	8/07/2019	14.99		035060		
	I-888636 Hinge - LCRA	R	8/07/2019	11.12		035060		
	I-888884 Gloves, Bug Traps, Lumber - TP	R	8/07/2019	73.90		035060		
	I-888999 Mat, Tabs, Bolts, Screws - EM	R	8/07/2019	17.00		035060		663.90
03724	Michael K. Nunley & Associates							
	I-5776 Ojai Sys.Water Replacement-ENG	R	8/07/2019	4,008.00		035062		
	I-5791 Fish Screen Alternative - ENG	R	8/07/2019	3,107.50		035062		7,115.50
03444	Mission Linen Supply							
	I-510458592 Uniform Pants - TP	R	8/07/2019	32.16		035063		32.16
03701	MNS Engineers, Inc.							
	I-72929 Arc Flash Hazard Analysis -ENG	R	8/07/2019	1,546.00		035064		
	I-72930 Vegetative Removal Permits-ENG	R	8/07/2019	380.00		035064		
	I-72931 Sunset Pipeling Replace - ENG	R	8/07/2019	8,630.00		035064		
	I-72932 Upper Rincon Lateral - ENG	R	8/07/2019	2,293.00		035064		
	I-72933 Wellfield Pipe Replace - ENG	R	8/07/2019	4,522.50		035064		
	I-72934 Grand Ave Optimization - ENG	R	8/07/2019	190.00		035064		
	I-72935 Canada & Emily PL - ENG	R	8/07/2019	12,597.50		035064		
	I-72936 12" Main Replace - ENG	R	8/07/2019	11,872.50		035064		
	I-73053 Vegetative Removal Permits-ENG	R	8/07/2019	9,151.31		035064		
	I-73054 Sunset Pipeline Replace - ENG	R	8/07/2019	172.50		035064		
	I-73055 Upper Rincon Lateral - ENG	R	8/07/2019	2,769.50		035064		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-73056	Wellfield Pipe Replace - ENG	R	8/07/2019	16,732.50		035064		
I-73058	Grand Ave Optimization - ENG	R	8/07/2019	1,430.00		035064		
I-73059	Canada & Emily PL - ENG	R	8/07/2019	1,837.33		035064		
I-73060	12" Main Replace - ENG	R	8/07/2019	6,627.50		035064		80,752.14
04373	Alexander Molkiewicz							
I-813056	Camping Cancellation - LCRA	R	8/07/2019	161.00		035066		161.00
03969	NEOGOV							
I-INV-10489	Subscription 8/31/19-8/30/20	R	8/07/2019	4,740.00		035067		4,740.00
03845	Oakridge Geoscience, Inc.							
I-048.003-02	Oak View Main Valve -ENG	R	8/07/2019	900.00		035068		900.00
00163	OFFICE DEPOT							
I-351741143001	Office Supplies - ADM	R	8/07/2019	89.89		035069		
I-3517436106001	Office Supplies - ADM	R	8/07/2019	6.00		035069		
I-351743617001	Office Supplies - ADM	R	8/07/2019	5.91		035069		101.80
01570	Ojai Auto Supply							
I-468828	Gas Hose - Unit 73	R	8/07/2019	17.22		035070		
I-468840	Oil Filter - Unit 9393	R	8/07/2019	4.95		035070		
I-469037	Fuel Cap - Unit 52	R	8/07/2019	14.12		035070		36.29
00884	OJAI TERMITES & PEST CONTROL, I							
I-195083	Monthly Rodent Service - MAINT	R	8/07/2019	75.00		035071		75.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-21392	Cust # 99991 3/1-4/30/19	R	8/07/2019	6,796.40		035072		6,796.40
00169	OJAI VALLEY SANITARY DISTRICT							
I-21393	Cust # 20594	R	8/07/2019	287.25		035073		287.25
00169	OJAI VALLEY SANITARY DISTRICT							
I-21468	Cust # 52921	R	8/07/2019	57.45		035074		57.45
00686	POLLARD WATER							
I-WP004896	Dechlor Tablets - LAB	R	8/07/2019	176.96		035075		176.96
02833	Praxair, Inc							
I-90827816	Liquid Oxygen - TP	R	8/07/2019	2,345.45		035076		
I-90911329	Liquid Oxygen - TP	R	8/07/2019	2,437.09		035076		4,782.54

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/01/2019 THRU 8/14/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00788	QUINN COMPANY							
C-PR010045753	Deposit Return - EM	R	8/07/2019	43.10CR		035077		
I-PCN10002770	Generator Batteries - EM	R	8/07/2019	470.54		035077		
I-WON10012256	SA Generator Work - EM	R	8/07/2019	794.32		035077		1,221.76
00732	QUINN RENTAL SERVICES							
I-10358702	Excavator Rental 6/4-7/2	R	8/07/2019	7,638.74		035078		
I-10615002	Excavator Rent @Rice 5/30-6/30	R	8/07/2019	2,623.75		035078		10,262.49
04374	Liz Ramirez							
I-791737	Camping Cancellation - LCRA	R	8/07/2019	85.00		035079		85.00
04375	Amy Reimer							
I-800212	Camping Cancellation - LCRA	R	8/07/2019	95.00		035080		95.00
00306	Rincon Consultants, Inc.							
C-13845a	Arborist Services @ Grand -ENG	R	8/07/2019	17.41CR		035081		
I-11721	Arborist @ Sunset/Ventura- ENG	R	8/07/2019	12,653.89		035081		
I-13844	Arborist @ Ojai Pipe - ENG	R	8/07/2019	1,525.00		035081		
I-13845	Arborist Services @ Grand -ENG	R	8/07/2019	744.91		035081		
I-13846	Arborist@Mutual Wellfield- ENG	R	8/07/2019	2,395.00		035081		
I-13847	Robles Cleanout - ENG	R	8/07/2019	12,619.15		035081		
I-13848	Timber Cutoff Wall Permits-ENG	R	8/07/2019	468.00		035081		30,388.54
04376	Arthur Rodriguez							
I-780504	Camping Cancellation - LCRA	R	8/07/2019	105.00		035082		105.00
01109	SALVADOR LOERA TRANSPORTATION							
I-15776	Base - MAINT	R	8/07/2019	620.84		035083		620.84
04377	Nelson Sawyer							
I-788329	Camping Cancellation - LCRA	R	8/07/2019	30.00		035084		30.00
02756	SC Fuels							
I-1470503-IN	Gas & Diesel - LCRA	R	8/07/2019	3,361.64		035085		3,361.64
01240	SENSUS USA							
I-ZA19010057	Sensus Support 9/19-9/20	R	8/07/2019	1,949.94		035086		1,949.94
04199	So Cal Trailer Parts & Service							
I-10839	Trailer & Brake Wiring-Unit 46	R	8/07/2019	332.10		035087		332.10
00215	SOUTHERN CALIFORNIA EDISON							
I-073119	Acct#2210503702	R	8/07/2019	11,433.11		035088		
I-080219a	Acct#2210505426	R	8/07/2019	1,742.04		035088		
I-080219b	Acct#2210502480	R	8/07/2019	118,591.83		035088		131,766.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02202 I-165709	Stanley Pest Control Monthly Pest Control - WP	R	8/07/2019	170.00		035089		170.00
02707 I-557988	State Ready Mix Inc. Slurry Backfill @ Ojai Main-PL	R	8/07/2019	3,227.02		035090		3,227.02
02703 I-91510256-0002	Sunbelt Rentals Jack Tamper Rental 7/9-7/12	R	8/07/2019	404.63		035091		404.63
02643 I-9376626	Take Care by WageWorks Reimburse Med/Dep Care	R	8/07/2019	85.00		035092		85.00
04303 I-A014453	Tank World Tank Secondary Shutoff - LCRA	R	8/07/2019	965.45		035093		965.45
00225 I-18dsbfee3721 I-720190095	UNDERGROUND SERVICE ALERT Regulatory Costs - ENG 428 New Ticket Charges	R R	8/07/2019 8/07/2019	146.66 716.20		035094 035094		862.86
01346 I-114-8769053	UNITED SITE SERVICES OF CA, INC Toilet Rental - LCRA	R	8/07/2019	3,099.11		035095		3,099.11
00185 I-LA743448	Univar USA Inc Bulk Chemicals - WP	R	8/07/2019	2,809.78		035096		2,809.78
04378 I-790139	Julienee Valdovinos Camping Cancellation - LCRA	R	8/07/2019	109.00		035097		109.00
04379 I-800038	Drew Vanacore Camping Cancellation - LCRA	R	8/07/2019	123.00		035098		123.00
00257 I-073119a I-073119b	VENTURA RIVER WATER DISTRICT Acct#03-50100A Acct#05-37500A	R R	8/07/2019 8/07/2019	10.00 270.83		035099 035099		280.83
09955 I-245676 I-250019	VENTURA WHOLESALE ELECTRIC Connectors, Wire, Chain - TP Ties Conduit - MAINT	R R	8/07/2019 8/07/2019	127.58 122.30		035100 035100		249.88
00247 I-080119	County of Ventura Encroachment Permits	R	8/07/2019	155.00		035101		155.00
04196 I-54-9014-M003	W.M. Lyles Co. Thrust Block OV Main - ENG	R	8/07/2019	12,764.13		035102		12,764.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04380 I-843623	Lakeisha Wallace WP Ticket Refund - LCRA	R	8/07/2019	11.00		035103		11.00
02854 I-9695	Water Works Engineers, LLC Ave 1 PP Pressure Study - EM	R	8/07/2019	812.00		035104		812.00
00663 I-78444713	WAXIE SANITARY SUPPLY Janitorial Supplies - LCRA	R	8/07/2019	405.27		035105		405.27
04381 I-742371	Ben Westlake Camping Transfer - LCRA	R	8/07/2019	5.00		035106		5.00
00330 I-10010809057	WHITE CAP CONSTRUCTION SUPPLY Sand Bags - PL	R	8/07/2019	494.58		035107		494.58
04382 I-795316	Araceli Zarate Camping Cancellation - LCRA	R	8/07/2019	561.00		035108		561.00
02836 I-081419	Gonzalo Carbajal-Ramirez Safety Boot Stipend	R	8/14/2019	170.00		035109		170.00
00010 I-081419	KEVIN R. CHAMPLIN Safety Boot Stipend	R	8/14/2019	170.00		035110		170.00
01483 I-830073	CORVEL CORPORATION Claim # 1102WC200000001	R	8/14/2019	195.00		035111		195.00
02544 I-397650	Department of Justice Finger Printing - WP	R	8/14/2019	32.00		035112		32.00
03886 I-081419	Ramiro Garcia Safety Boot Stipend	R	8/14/2019	170.00		035113		170.00
02755 I-081419	Vincent Godinez Safety Boot Stipend	R	8/14/2019	170.00		035114		170.00
01186 I-081419	GERARDO M HERRERA Safety Boot Stipend	R	8/14/2019	170.00		035115		170.00
03888 I-081419	Eric Lara Safety Boot Stipend	R	8/14/2019	170.00		035116		170.00
03484 I-081419	Mario Mariscal Safety Boot Stipend	R	8/14/2019	170.00		035117		170.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03485 I-081419	Levi Maxwell Safety Boot Stipend	R	8/14/2019	170.00		035118		170.00
03815 I-081419	Luis Mejia Safety Boot Stipend	R	8/14/2019	170.00		035119		170.00
02637 I-081419 I-Aug 19	David Pope Safety Boot Stipend Reimburse Expenses 8/19	R R	8/14/2019 8/14/2019	170.00 467.77		035120 035120		 637.77
00635 I-1368423	RAIN FOR RENT OV Main Valve Bypass - ENG	R	8/14/2019	3,789.54		035121		3,789.54
03979 I-081419	Edgar Ramos Jr. Safety Boot Stipend	R	8/14/2019	170.00		035122		170.00
03887 I-081419	Michael Robles Safety Boot Stipend	R	8/14/2019	170.00		035123		170.00
01944 I-080919	Luke Soholt Reimburse Co. Possessory Taxes	R	8/14/2019	424.23		035124		424.23
00215 I-080319 I-080619a I-080619b I-081019	SOUTHERN CALIFORNIA EDISON Acct#2237011044 Acct#2237789169 Acct#2269631768 Acct#2397969643	R R R R	8/14/2019 8/14/2019 8/14/2019 8/14/2019	14.58 18.45 28.11 39,446.21		035125 035125 035125 035125		 39,507.35
00050 I-L0231552928	STATE OF CALIFORNIA - EDD Unemployment Insurance	R	8/14/2019	7,364.00		035126		7,364.00
02643 I-9433463 I-9443169	Take Care by WageWorks Reimburse Med/Dep Care Reimburse Med/Dep Care	R R	8/14/2019 8/14/2019	205.71 79.95		035127 035127		 285.66
00498 I-081419	BRIAN TAYLOR Safety Boot Stipend	R	8/14/2019	170.00		035128		170.00
03393 I-117	Upper Ventura River Groundwater Biannual Reg. Fee 7/19-12/19	R	8/14/2019	7,331.01		035129		7,331.01
04010 I-CS5201908121565	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	8/14/2019	386.30		035130		386.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00102	FRANCHISE TAX BOARD							
I-G03201908121565	Payroll Deduction	R	8/14/2019	50.00		035131		50.00
00124	ICMA RETIREMENT TRUST - 457							
I-DCI201908121565	DEFERRED COMP FLAT	R	8/14/2019	1,438.64		035132		
I-DI%201908121565	DEFERRED COMP PERCENT	R	8/14/2019	130.92		035132		1,569.56
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201908121565	457 CATCH UP	R	8/14/2019	230.77		035133		
I-DCN201908121565	DEFERRED COMP FLAT	R	8/14/2019	6,075.39		035133		
I-DN%201908121565	DEFERRED COMP PERCENT	R	8/14/2019	366.57		035133		6,672.73
00180	S.E.I.U. - LOCAL 721							
I-COP201908121565	SEIU 721 COPE	R	8/14/2019	47.00		035134		
I-UND201908121565	UNION DUES	R	8/14/2019	824.25		035134		871.25

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	132	526,955.69	0.00	526,955.69
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	137,921.85	0.00	137,921.85
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			135	664,877.54	0.00	664,877.54
BANK: AP	TOTALS:		135	664,877.54	0.00	664,877.54
REPORT TOTALS:			135	664,877.54	0.00	664,877.54

**CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memorandum**

DATE: August 6, 2019

TO: Casitas Municipal Water District Recreation Board of Directors

FROM: Carol Belser, Park Services Manager

SUBJECT: Consideration of Three Year Agreement for the Ojai Wine Festival from Rotary Club of Ojai West Foundation Commencing in 2020

RECOMMENDATION:

It is recommended that the Board approve the attached three year agreement for years 2020, 2021, and 2022 for use of the Lake Casitas Recreation Area's Event Area the second Sunday of June each year for the Ojai Wine Festival.

BACKGROUND AND OVERVIEW:

The Ojai Wine Festival is a model event that has been held annually in the Lake Casitas Event Area for the past 28 years. The request before you is an agreement for the 29th, 30th, and 31st annual events at Lake Casitas.

Prior to approval of the 2018 event, the Board of Directors and event organizer expressed many independent concerns over the agreement, mostly in regards to insurance requirements. Through a series of meetings of the Recreation Committee, Board, and both the District's and Ojai Wine Festival's counsel, the issues were resolved. These changes were implemented successfully and without incident for the 2018 and 2019 events. The attached agreement language and format is a result of that extensive process with a deletion of the requirement to bring the event back to the Board each year, see I.A. suggested strikeout.

Analysis:

The 2019 event was excellently planned and executed. The Recreation Area collected event fees that totaled \$22,409.96. for the 28th annual, 2019 event. In 2017, \$19,290.45, and 2018, \$19,172.84 was collected. User fees paid to Casitas are outlined in the agreement page 2, item II. A. The 2019 financial statement provided by Rotary Club West Foundation shows event revenue totaling \$197,733,07. The event organizer also paid \$750.00 in advance II. A. 7., and that fee is adjusted toward the event user fee.

A three year agreement was requested by the event organizer, and staff concurs, as this will allow for greater ease in planning as well as advertising, and ensure the date is reserved for the Ojai Wine Festival for other Event Area rental inquiries. The Recreation Committee discussed the three agreement attached, shown in draft with word strike-out showing changes from the 2019 agreement, at their August 6, 2019 meeting. The Recreation Committee supported the three-year agreement to be brought to the Board for approval. In the circumstance a change is desired mid-agreement, section I.A. allows for termination at any time by the Board.

CASITAS MUNICIPAL WATER DISTRICT LAKE CASITAS RECREATION AREA

**AGREEMENT FOR SPECIAL EVENT
CALLED OJAI WINE FESTIVAL**

THIS AGREEMENT is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code Section 1110 et seq., (“Casitas”) and **ROTARY CLUB OF OJAI WEST FOUNDATION, INC.** a 501 (c) (3) non-profit corporation, (“Sponsor.”) Together, Casitas and Sponsor shall be referred to herein as Parties.

RECITALS

WHEREAS, Casitas operates the Lake Casitas Recreation Area (“LCRA”) facilities pursuant to a Management Agreement between The United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas dated October 7, 2011; and

WHEREAS, LCRA is a family oriented facility which caters to families; and

WHEREAS, Casitas seeks to make the LCRA available for special events from time to time that are consistent with the LCRA’s family oriented nature; and

WHEREAS, Sponsor has organized and managed the Ojai Wine Festival for several years in order to raise funds for Rotary Community Service Projects; and

WHEREAS, Sponsor seeks to continue to organize and manage the Ojai Wine Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Ojai Wine Festival at the LCRA for the next several years and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

NOW, THEREFORE, the Parties, for the recitals set forth above and for the valuable consideration set forth below, mutually agree to abide and be bound by the following terms and conditions:

I. Term and General Terms of the Event.

A. With the execution of this Agreement, the first Ojai Wine Festival (“Event”) will be held on Sunday, June 14, 2020. ~~Thereafter, prior to a subsequent Event, this Agreement will be submitted to the Casitas Board of Directors (“Board”) for consideration and approval of renewal.~~ In the event the Board, in its sole discretion, ~~declines to renew~~ terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 14, 2020, June 13, 2021, and June 12, 2022 subject to I. A. above and in accordance with the terms and conditions below.

C. Location or Site of Event. The Events will be staged at the Wadleigh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

D. Time and Description of Event. Event activities may begin at 11:00 am. and must end at 5:00 p.m. on the day of the Event. Alcohol may be served to the general public from 11:00 a.m. to 4:00 p.m. and to attendees in the VIP area from 10:30 a.m. to 11:00 a.m. for a champagne toast, all in compliance with the Department of Alcoholic Beverage Control Daily License. Attendance to the Event shall be limited by Sponsor to no more than 4,000 people. The Event may include wine and beer tasting booths, live music, vendors, food and drink as well as a children's play area.

II. Sponsor Obligations. Sponsor agrees to provide the following to Casitas in exchange for the use of Casitas property and related Casitas services as set forth in Section III.

A. Payment to Casitas. Sponsor shall pay Casitas the following amounts for the privilege of holding the Event on Casitas property:

1. A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
2. Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
3. Twelve percent (12%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
4. Fifteen percent (15%) of total gross receipts over \$150,000.00 as defined in II. below.

a. The payment schedule outlined in II. 1. through 4. above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in II. 1. through 4. above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefor.

b. "Gross Receipts" as used in this Agreement shall mean the following:

- c. Except as specifically provided by policy statement issued by the Casitas General Manager, the term “gross receipts” as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.
- d. Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.
- e. Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.
- f. The Casitas General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Casitas Legal Counsel, may further interpret the term “gross receipts” as used in this Agreement.
- g. “Gross sales price”: the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.
- h. Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the Casitas General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Sponsor in connection with Event. The method of accounting, including bank accounts, established for said Event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents: Regular books of accounting such as general ledgers; sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). (All entrance to the event shall, for the purpose of accounting, count as tickets used); Journals including any

supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown; Cash register tapes appropriately identified as to type of gross receipt(daily tapes may be separated but shall be retained so that from day to day the sales can be identified); and Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

- i. All sales and fee collections shall be recorded. The means of recording such sales and fee collections may include electronic data processing and record keeping equipment. The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.
- j. All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the Casitas General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Casitas General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- k. Sponsor shall not be required to maintain those documents, books and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the Casitas General Manager and accepted by the Sponsor. If there is a dispute as a result of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties, or adjudicated by the final judgment of a court of competent jurisdiction.
- l. Notwithstanding paragraphs II.A.4. j. and k. above, Sponsor shall comply with all State and Federal retention of records requirements.
- m. Sponsor shall furnish the Casitas General Manager with a gross receipts report showing the amount payable therefrom to Casitas. In addition thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to Casitas. The financial statement shall be submitted within thirty (30) days after the Event.
- n. In the event that an audit or review conducted by the Casitas General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to Casitas can be determined, the Casitas

General Manager shall bill Sponsor for said losses and said amount is to be paid to Casitas within thirty (30) days following billing therefor unless otherwise extended by the Casitas General Manager.

- o. Should the Casitas General Manager find that the additional payment due to Casitas exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by Casitas.
 - p. Sponsor shall cause any and all of its subcontractors to comply with these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the Casitas General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.
5. All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.
 6. Seven hundred fifty dollars (\$750.00) refundable security deposit due to Casitas thirty (30) days prior to the Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pickup and removal, and sign removal, to Casitas' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
 - a. Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed therefor.
 - b. Any costs for clean-up in excess of the security deposit incurred by Casitas and billed to Sponsor.
 7. Seven hundred fifty dollars (\$750.00) non-refundable fee due to Casitas at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in Section I.A. above with Casitas. This amount will be applied towards fees due referenced in this Section II.

B. Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum often (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven day duration after service has been provided. Fees for this service shall be paid in accordance with Section II.A.

C. Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.

D. Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.

E. Sponsor will provide a transportation program for attendees to and from the Event clearly outlined and promoted on the Event website and with signage on the day of the Event.

F. Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Section XXI below. Casitas shall have no liability to Sponsor for such termination.

G. Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the Event.

H. Sponsor shall provide a written security plan to be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.

I. Sponsor shall provide a minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

J. Sponsor will email each Board member a non-drinking general admission pass to be used for entry into the Event for the purpose of quality assurance.

K. Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event. Two 30 yard dumpsters shall be included in Sponsor's arrangements.

L. In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:

1. Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the Event, outlining a method to reduce and recycle solid waste generated as a result of the Event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program, Sponsor may use available recycle containers and bags provided by Casitas. Sponsor will be charged for any bags used.
2. If attendance is over 2,000 people per day. Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the Event. A copy of such report shall also be filed with Casitas within the same time frame. Information should be sent to:

Ventura County PWA, W&S, IWMD
800 South Victoria Avenue, #1650
Ventura, CA 93009-1650

At the time of execution of this contract the contact person is:

David Goldstein (805) 658-4312 or by email at
david.goldsteinventura.org.

M. Sponsor shall provide adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with hand held, two sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide proof of training including the individual name(s) of the crossing guards at least ten (10) days prior to the Event day.

N. Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed Section I.D., a lighting plan will not be applicable for this Event.

O. Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the Event and non-exclusive use for take-down one (1) day immediately following the Event.

P. Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or Casitas staff.

Q. In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

R. Prior to commencement of any construction at the Event site, Sponsor shall obtain from Casitas written approval of all plans, specifications and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

III. Casitas Obligations. Casitas agrees to provide the following for the Event in exchange for the valuable consideration set forth above from Sponsor:

A. Forty (40) trash cans and twelve (12) recycle containers as provided in Section II.L above.

B. Fifty (50) tables already located in the area.

C. Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for cross walks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.

D. Encroachment permits from the County of Ventura for temporary traffic control for use of parking.

E. Labor and materials for the event that are available and agreed upon in writing prior to the Event at Sponsor's cost.

F. Sponsor may use the water faucets in the Event Area.

G. Sponsor may use the existing electrical outlets in the Event Area, which are supplied by Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.

H. Sponsor understands that no refunds, credits or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs.

I. Space for one large 8' wide x 40' long x 8 1/2' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that Casitas has no responsibility or liability to ensure theft prevention of contents. Authorized Sponsor representatives may access the storage unit upon request and by appointment by contacting the Maintenance Foreperson or designated Casitas staff.

J. Because of the family oriented nature of the LCRA facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.

K. While Casitas will make every effort to provide its facilities for Sponsor's Event, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.

L. Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by Casitas, at its sole option, and Sponsor will be charged therefor.

M. Access. Sponsor ingress and egress to the Event Area shall only be through the auxiliary gate(s) off Santa Ana Road. The auxiliary gate(s) must be staffed at all times by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Event participants identified with valid vehicle entry hang tags will be allowed to access the Event parking and the LCRA during normal Lake hours without incurring additional parking fees. After normal LCRA hours, Event participants may enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto Casitas property.

IV. Sale of Alcohol. If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections II, V and VI herein.

V. Commercial General Liability, Liquor Liability for the Event.

A. Coverage. Coverage for commercial general liability shall be at least as broad as the following:

- 1.** Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- 2.** Liquor Liability Coverage.

B. Limits. Sponsor shall, during the course of this event, maintain limits no less than the following:

1. General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and liquor liability.

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

1. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor.
2. For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
3. The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event cannot occur unless the insurance specified in this Agreement is in full force and effect.

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

E. Evidences of Insurance. No later than thirty (30) days prior to the Event, Sponsor shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the the insurer's representative and industry standard certificate of insurance.

F. Sponsor may or may not be subject to the provisions in Section 3700-3709.5 of the California Labor Code regarding worker's compensation insurance for its employees, but Sponsor shall provide Casitas with either proof of worker's compensation insurance in compliance with the California Labor Code or a written statement indicating that Sections 3700-3709.5 of the California Labor Code do not apply to Sponsor or that Sponsor is exempt from these laws.

VI. Indemnification for the Event. To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless the United States of America (Bureau of Reclamation), Casitas and its directors, officers, employees or authorized volunteers from and against:

A. All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.

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

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

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

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

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

G. Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Bureau of Reclamation, Casitas, or its directors, officers, employees, or authorized volunteers.

VII. Overnight Camping in the Event Area. Sponsor may have up to two self-contained recreational vehicles camp from Friday through Sunday nights of the Event weekend in the Event Area at no charge to provide security for Sponsor's equipment.

A. Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.

B. Campers are not permitted to camp within two hundred feet (200') of the shoreline.

C. No waste water shall be discharged onto the ground. All waste water shall be contained and disposed of properly at a local dump station.

D. Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

E. Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 13 hereinafter.

VIII. Use of Equines or Other Animals at the Event. This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo.

IX. Use of Explosives at the Event. This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.

X. Taxes and Assessments. A taxable possessory interest may be created by this Agreement and Sponsor may be subject to the payment of property taxes levied on such interest. Sponsor shall pay before delinquent any and all taxes and assessments levied against Sponsor by reason of Sponsor's use and occupancy of the Recreation Area.

XI. Publicity. Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, the Event for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".

XII. Compliance with Rules and Regulations. The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

XIII. Raffles and Games of Chance. Sponsor hereby agrees that no-one will be allowed to participate in games of chance, raffles, or any such activities, which contravene state and local lottery laws.

XIV. Discrimination. The Sponsor agrees that during the use of Casitas Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to discrimination because of the person's race, color, national origin, age or handicap.

XV. Title VI Compliance. Sponsor hereby acknowledges that as a sub-recipient of federal funds, Casitas Municipal Water District's Recreation Area cannot discriminate against anyone on the basis of race, color, natural origin, age or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the Casitas Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

XVI. Law & Jurisdiction Governing. This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura County, California. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

XVII. Entire Agreement.

A. This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.

B. This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Sponsor and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager and/or the Casitas General Manager and Board of Directors.

XVIII. Time is of the Essence. Time is of the essence for all the time frames of this Agreement.

XIX. Termination. This Agreement shall terminate on August 31, 2022 unless sooner terminated pursuant to subsections I.A. and II.F. herein.

XX. Inquiries. Please direct all inquiries regarding this Agreement to:

CMWD: R.J. Faddis, Park Services Officer
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 117
Cell: (805) 797-1528
[Email: rfaddis@casitaswater.com](mailto:rfaddis@casitaswater.com)

XXI. Representatives. The representatives of the parties to this Agreement are those set forth below:

Rotary Club of Ojai West Foundation Inc.:

Angela May
P.O. Box 1501
Ojai, CA 93024
Tel: (805) 907-2378

Casitas:

Carol Belser, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Cell: (805) 797-1517
[Email: cbelser@casitaswater.com](mailto:cbelser@casitaswater.com)

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ~~10th~~ day of October, 2018.

SPONSOR:

ROTARY CLUB OF OJAI WEST FOUNDATION, INC.

By: _____
President

CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

By: _____
Board President, Peter Kaiser

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL L. FLOOD, GENERAL MANAGER

SUBJECT: PROFESSIONAL ENGINEERING SERVICES FOR THE ROBLES
DIVERSION FISH SCREEN IMPROVEMENTS, CONSTRUCTION OF
PROTOTYPE TEST APPARATUS

DATE: 08/28/19

RECOMMENDATION:

It is recommended the Board of Directors authorize the General Manager issue a Task Order to MKN & Associates for professional engineering services for the Robles Diversion Fish Screen Improvements, Construction of Prototype Test Apparatus in an amount not to exceed \$68,943.00.

BACKGROUND AND DISCUSSION:

Casitas operates the Robles Diversion Dam on the Ventura River, including the Fish Passage and Screen. The Fish Passage and Screen were installed in 2003. The wedge-wire fish screens are cleaned using a traveling brush system, which has experience numerous mechanical failures and hampered diversions to the Robles Canal.

The District engaged MKN & Associates (MKN) in November 2018 to evaluate alternatives to replace the fish screens so the full diversion can be achieved across the greatest range of flows. The Robles Diversion Fish Screen Alternatives Feasibility Study presented the analysis of four alternatives:

1. Alternative 1 – Improve Existing Fixed Screen System and Associated Brush Cleaner System
2. Alternative 2 – Install a Backspray System to Work in Tandem with Improved Brush System
3. Alternative 3 – Replace the Existing Fixed Screen System with Traveling Screens
4. Alternative 4 – Independent Auxiliary Water Supply for Fish Ladder to Work in Tandem with Improved Brush System

MKN prepared a Prototype Test Plan (August 2019), to initiate informal consultation with National Marine Fisheries Service (NMFS), in coordination with the US Bureau of Reclamation, to implement the prototypes. District staff intend to implement Alternative 1 during the upcoming dry season and prototype Alternative 2 during the next wet season. Engineering support is needed from MKN to support the implementation of Alternatives 1 and 2, including:

- Project Management, Meetings, and Quality Assurance/Quality Control
- Prototype Alternative 1 design calculations, drawings, and specifications
- Prototype Alternative 2 design calculations, drawings, and specifications

BUDGET IMPACT:

The budget for fiscal year 2019-20 includes \$250,000 for the project.

Attachments: MKN & Associates Proposal for Robles Diversion Fish Screen Improvements
Construction of Prototype Test Apparatus dated August 23, 2019



MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6530

August 23, 2019

Julia Aranda, PE
Engineering Manager
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

**SUBJECT: Proposal to Support the Construction of Prototype Test Apparatus
Robles Diversion Fish Screen Improvements**

Dear Julia,

Thank you for the opportunity to continue working with Casitas Municipal Water District (“District”) on this critical water supply project. We are excited to move into the prototype evaluation phase in anticipation of designing long-term improvements to increase diversion flows.

PROJECT UNDERSTANDING

As requested, this proposal provides a scope of work, cost estimate, and proposed schedule to further develop construction drawings for the prototype apparatus needed to test screen improvement alternatives. Future phases of work (not included herein) may include observing and providing design input during prototype construction and startup and providing a report summarizing the performance of the prototype screen improvements. The work described in this proposal represents the next steps in evaluating screen cleaning improvements as identified in the Robles Diversion Fish Screen Prototype Evaluation Plan (“Evaluation Plan”, June 2019).

The Evaluation Plan recommended prototype development and testing of two improvement alternatives during the 2019/2020 diversion season:

- Alternative 1- Improvements to the existing screen cleaning mechanism; and
- Alternative 2- Installation of a Backspray System

The District intends to prototype both alternatives to evaluate their impact on cleaning effectiveness. It is our understanding that Alternative 1 will be implemented by District staff with some fabrication by contractors and Alternative 2 will be constructed and installed by an equipment rental service and District Staff. Components of the prototype apparatus are identified on Figure 1.

It is our understanding the prototype apparatus for each alternative will be developed as follows:

- Both sides of the screen system will be upgraded with the minor modifications intended to reduce slippage and sheave wear (new sheave, cable tensioner, turnbuckles, cable supports, etc.) District staff will perform this work.

- East side: Two trolleys will be in operation, each with a single brush arm. One trolley will have the existing, unmodified brush arm and the second trolley will have a single brush arm modified to accept both coarse and fine bristles, i.e. four sets of bristles on a single brush arm instead of two sets of bristles.
- West side: Two trolleys will be installed, each with a double brush arm. This side will also have a fixed backspray system located behind two screen panels. Testing in the dry season to compare the load and potential sheave wear of one versus two brush arms may affect this assumption.
- Both sides: One screen panel (6 feet long) will be rotated so that the wedgewire is horizontally aligned.

SUMMARY OF PROPOSED SERVICES

The District is moving forward with implementation of the proposed improvement alternatives. Additional design is required to bring the prototype evaluation apparatus from the concept drawings presented in the Evaluation Plan to a biddable/ constructible level.

The District intends to enhance remote monitoring and control capabilities through the District's SCADA system. Design and specifications associated with remote monitoring and control will be included in a separate proposal.

The general structure of the team and respective roles assigned for the work will be similar to the Evaluation Plan development. MKN will provide project management, local client and supplier/contractor coordination, meeting participation including preparation of meeting agendas and minutes, and preparation of CAD drawings for construction of the prototype elements. In general, Alden will perform the necessary hydraulic and structural engineering to develop implementable designs for testing apparatus.

SCOPE OF WORK

Task Group 100 – Project Management, Meetings, and QA/QC.

Project Management – MKN will monitor budget and schedule, coordinate with internal team members, and provide communication on a regular basis to the District regarding project status. MKN will provide a monthly progress report and invoice. Any potential changes to project scope or schedule will be promptly conveyed to the District's project manager. Time for coordination of a technical nature is included within the technical tasks and will not be allocated to project management.

Meetings – MKN anticipates the following meetings:

Kickoff Meeting: The kickoff meeting is intended to meet the following objectives:

- a) Confirm mutual understanding of the project goals, scope of work, prototype test layout and expectations for the project deliverables;
- b) Receive an update from the District on any feedback received from the US Bureau of Reclamation (USBR) on the Prototype Evaluation Plan; and

- c) Verify which components of the work the District expects to complete using in-house resources and which are likely to be outsourced to vendors, fabricators and/or contractors.

Progress Meetings/Workshops: It is anticipated that one (1) progress meeting/workshop will occur after submittal of the draft prototype test apparatus drawings

QA/QC – A senior MKN staff member and Alden staff member will review deliverables for technical feasibility, completeness, and presentation prior to submittal to District.

Assumptions:

- MKN staff will attend the Kickoff Meeting and Progress Meetings Alden staff will participate in the Kickoff Meeting and Progress Meeting via teleconference.
- PowerPoint presentations are not required for any of the meetings.

Task Group 200 – Prototype Alternative 1

This task group includes work required to develop the infrastructure required to field test Alternative 1 prototype improvements to the screen and cleaning system. This task includes design calculations and preparation of drawings and technical specifications.

Design Calculations – This task includes all hydraulic and structural calculations required to size structural members.

Prepare Drawings – This task includes preparing drawings of the test apparatus. In general, the preliminary drawings shown in the Evaluation Plan will form the basis of the final design drawings.

The Project Team expects to prepare drawings or details for inclusion within the drawing package for the following:

- Alternative 1 general arrangement
 - Overview to indicate the location of proposed changes to the existing brush cleaner system
- Modification to existing brush arm
 - Guides that will allow for both fine and coarse bristles on the existing brush arms
 - Mechanism that will allow the brushes to be raised above accumulated sediment on the floor of the screen channel
- New trolleys and brush arms
 - New brush trolleys (to provide two trolleys on one side of the fish screen channel)
 - Second brush arm on each new brush trolley
 - Guides that will allow for both fine and coarse bristles on each new brush arm
 - Mechanism that will allow each brush arm to be raised above accumulated sediment on the floor of the screen channel
- Horizontal screen orientation:
 - General drawing showing the screen configuration and anchor points
 - Drawing notes to specify the horizontal screen
 - Fabrication drawings to be provided by screen manufacturer
- Cable tensioning system

- Details of a cable tensioning system that can be used with the existing wire rope

The final submittal from the Project Team will be design drawings; fabrication (shop) drawings are not included.

Prepare Specifications – Minimal specifications are anticipated for the prototype test apparatus elements. We propose to include any necessary specifications as notes on the drawings. The drawings plus the specification notes will include detailed dimensions and material requirements, such that an external fabrication shop could create shop drawings after they complete work.

We assume the District will provide front-end documents suitable for informal bidding, and the Project Team will modify the bid sheet(s). An allowance of sixteen (16) hours has been included for modification of District standard front-end documents.

Task Group 300 – Prototype Alternative 2

This task group includes work required to develop the infrastructure required to field test Alternative 2 prototype improvements to the screen and cleaning system. This task includes design calculations and preparation of drawings and technical specifications. Alternative 2 includes a backspray system to assist in dislodging debris from the screen. The system will consist of a suction lift pump, sand filter, high pressure pump, backspray manifold, backwash supply tank with pump, generator, secondary backup generator, and associated connection piping and appurtenances. It is assumed that project specifications will not be required other than notes on the drawings.

We assume the District will contract directly with an equipment rental service for the water supply and filtration systems and District staff will construct and install the backspray manifold, drop pipes, and spray nozzles.

Design Calculations – This task includes all hydraulic and structural calculations required to size structural members. The Project Team will review the quoted equipment from an equipment rental service and confirm supply, high pressure, and filter backwash pump curves meet system requirements.

Prepare Drawings – Construction plans will be developed to provide piping layouts, equipment locations, and details such as backspray drop pipes, pipe supports, and other miscellaneous items. The preliminary drawings shown in the Prototype Evaluation Plan will form the basis of the final design drawings.

The Project Team expects to prepare drawings or details for inclusion within the drawing package for the following:

- Alternative 2 general arrangement
 - Overview to indicate the location and piping layouts
 - Process flow schematic with instrumentation callouts and notes
 - Locations of valves and appurtenances
- Backspray system construction details

- Nozzle specifications and details for two alternative designs, including manufacturer and model information
- Pipe specifications
- Air release valve specifications
- Temporary anchorage for major equipment (if needed)
- Modifications to existing structures
- Structural components such as pipe supports and restraints

The final submittal from the Project Team will be design drawings; fabrication (shop) drawings are not included.

Plans will be provided to the District at the draft and final design levels for review and comment. The Project Team will review plans and specifications with an equipment rental service to facilitate coordination and ensure constructability.

Prepare Specifications – Minimal specifications are anticipated for the prototype test apparatus elements. The Project Team will prepare a control narrative for coordination with an equipment rental service. We propose to include other necessary specifications as notes on the drawings.

FEE

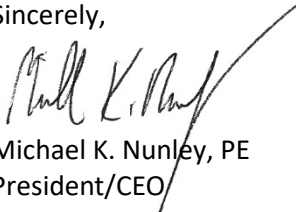
The attached spreadsheet includes a detailed breakdown of manhours for each task identified above. Terms and conditions are addressed in the agreement between the District and MKN.

SCHEDULE

The Project Team's anticipated schedule is attached. It is assumed the United States Bureau of Reclamation (USBR) will approve the Prototype Evaluation Plan for implementation by August 30, 2019. If USBR's informal consultation is not completed by this date, the schedule will be adjusted accordingly.

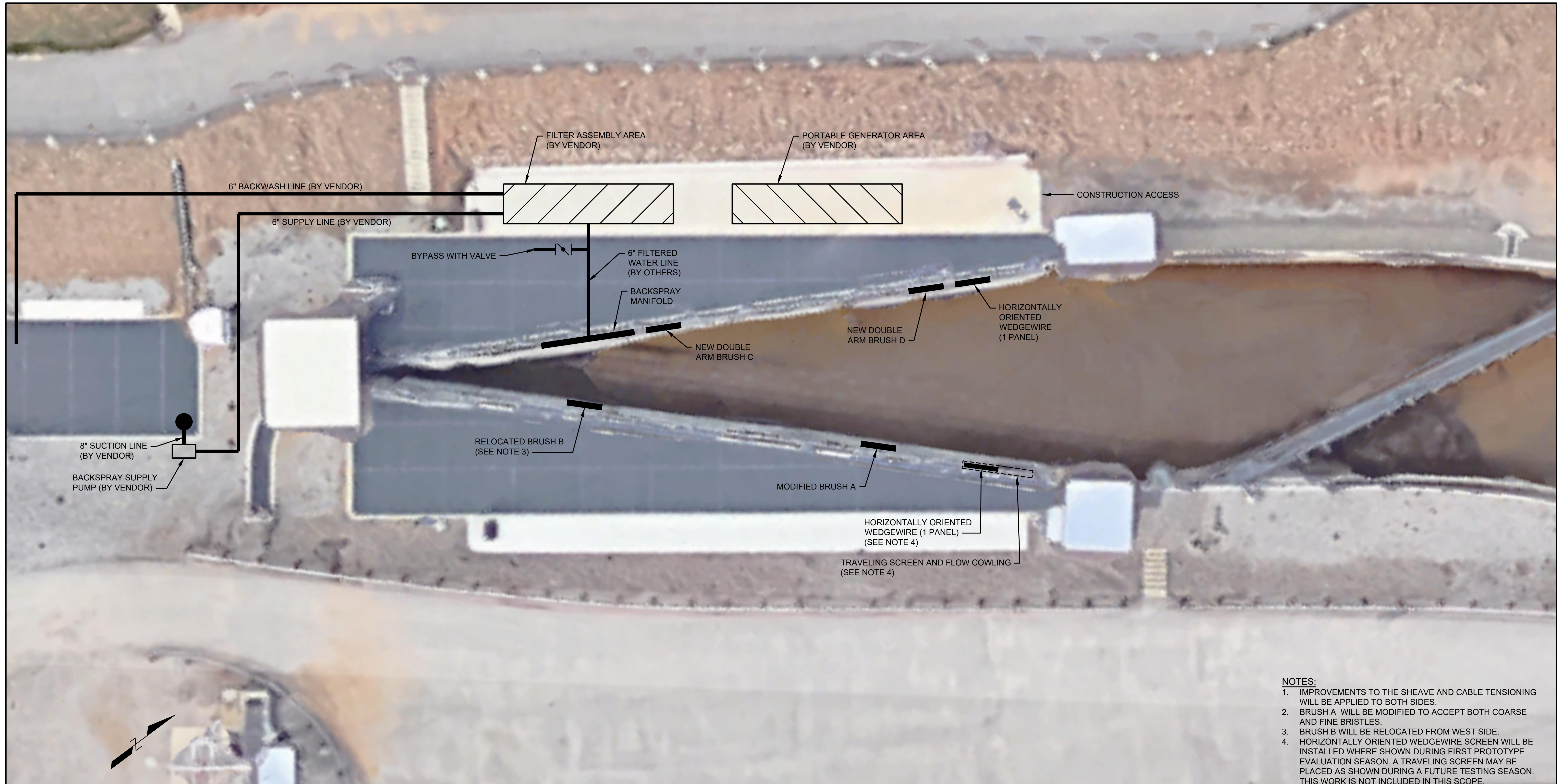
The Project Team anticipates providing draft final design and specifications within six (6) weeks of Notice to Proceed, then addressing District comments and revising the design and specifications within 10 working days.

Sincerely,



Michael K. Nunley, PE
President/CEO

Attachments: Figure 1
Budget Table
Schedule



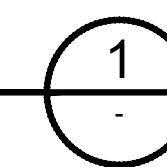
- NOTES:**
1. IMPROVEMENTS TO THE SHEAVE AND CABLE TENSIONING WILL BE APPLIED TO BOTH SIDES.
 2. BRUSH A WILL BE MODIFIED TO ACCEPT BOTH COARSE AND FINE BRISTLES.
 3. BRUSH B WILL BE RELOCATED FROM WEST SIDE.
 4. HORIZONTALLY ORIENTED WEDGEWIRE SCREEN WILL BE INSTALLED WHERE SHOWN DURING FIRST PROTOTYPE EVALUATION SEASON. A TRAVELING SCREEN MAY BE PLACED AS SHOWN DURING A FUTURE TESTING SEASON. THIS WORK IS NOT INCLUDED IN THIS SCOPE.



Know what's below.
Call before you dig.

SITE PLAN

SCALE: 1" = 8'



ALDEN
921 SW Washington St., Suite 714,
Portland, OR 97205
(508) 829-6000

REV	DATE	BY	DESCRIPTION



DESIGNED:	MKN
DRAWN:	JPF
CHECKED:	---
QA/QC:	---
CONSTRUCTABILITY:	---

MICHAEL K. NUNLEY
REG. # C61801 EXP.: 06/30/2019

mkn
WATER - WASTEWATER - REUSE

P.O. BOX 1604
ARROYO GRANDE, CA 93421 (805) 904-6530

THIS BAR IS 2 INCHES AT FULL SCALE. IF NOT 2 INCHES, THEN SCALE ACCORDINGLY.

SCALE:

CASITAS MUNICIPAL WATER DISTRICT
ROBLES DIVERSION FISH SCREEN - PROTOTYPE TEST SYSTEM

FIGURE 1

PROJECT NUMBER	
DRAWING NUMBER	G-1.0
SHEET NUMBER	1 OF X

Robles Diversion Fish Screens - Prototype Test Apparatus - Design Phase

	Project Director	Senior Project Engineer	Assistant Engineer	Drafter	Administrative Assistant	Total Hours (MKN)	Subtotal Labor (MKN)	ODCs (MKN)	Alden (Subconsultant)	Total Cost
Task Group 100 Project Management, Meetings, and QA/QC										
Project Management	6					6	\$ 1,200	\$ 200	\$ 1,650	\$ 3,050
Kickoff Meeting	4		6			10	\$ 1,460	\$ 200	\$ 1,925	\$ 3,585
Progress Review Meeting	3	4	4			11	\$ 1,740	\$ 800	\$ 1,925	\$ 4,465
QA/QC	12					12	\$ 2,400	\$ 72	\$ 1,980	\$ 4,452
Subtotal	25	4	10	0	0	39	\$ 6,800	\$ 1,272	\$ 7,480	\$ 15,552
Task Group 200 Prototype Alternative 1										
Design Calculations	2					2	\$ 400	\$ 12	\$ 5,280	\$ 5,692
Prepare Draft Prototype Plans and Specifications	2	8	8	24	4	46	\$ 5,956	\$ 179	\$ 7,150	\$ 13,285
Prepare Final Prototype Plans and Specifications	2	4	4	8	2	20	\$ 2,678	\$ 80	\$ 2,970	\$ 5,728
Subtotal	6	12	12	32	6	68	\$ 9,034	\$ 271	\$ 15,400	\$ 24,705
Task Group 300 Prototype Alternative 2										
Design Calculations	4	8	8			20	\$ 3,080	\$ 92	\$ 2,090	\$ 5,262
Prepare Draft Prototype Plans and Specifications	8	16	16	40	8	88	\$ 11,712	\$ 351	\$ 5,280	\$ 17,343
Prepare Final Prototype Plans and Specifications	8	8	8	8	4	36	\$ 5,156	\$ 155	\$ 770	\$ 6,081
Subtotal	20	32	32	48	12	144	\$ 19,948	\$ 598	\$ 8,140	\$ 28,686
TOTAL BUDGET	51	48	54	80	18	251	\$ 35,782	\$ 2,141	\$ 31,020	\$ 68,943

Billing Rates	\$/hr
Project Director	200
Senior Project Engineer	175
Project Engineer	152
Water Resource Planner	142
Assistant Engineer	110
Drafter	125
Administrative Assistant	69

Mileage to be reimbursed at IRS rate



ID	Task Name	Duration	Start	Finish	Predecessors	2020																
						M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
1	Informal Consultation with USBR	45 days	Fri 6/28/19	Fri 8/30/19																		
2	Maintenance Tasks to Improve Existing Screen Performance	50 days	Thu 6/20/19	Thu 8/29/19																		
3	Board Presentation/ Authorization for Engineering Services	0 days	Wed 8/28/19	Wed 8/28/19																		
4	Alternatives 1 and 2 Prototype Implementation	229 days	Wed 8/28/19	Mon 7/20/20																		
5	Prototype Test Apparatus - Draft Final Design & Specifications (Alternatives 1 & 2)	30 days	Wed 8/28/19	Wed 10/9/19	3																	
6	CMWD Review	10 days	Thu 10/10/19	Wed 10/23/19	5																	
7	Revise/Finalize Design & Specifications	10 days	Thu 10/24/19	Wed 11/6/19	6																	
8	Brush Arms - Shop Drawing Preparation	10 days	Thu 10/10/19	Wed 10/23/19	6FS-10 days																	
9	Brush Arms - Shop Drawing Review	4 days	Thu 10/24/19	Tue 10/29/19	8																	
10	Brush Arms - Manufacturing and Delivery	10 days	Wed 10/30/19	Tue 11/12/19	9																	
11	Horizontal Screen - Shop Drawing Preparation	10 days	Tue 9/3/19	Mon 9/16/19	1																	
12	Horizontal Screen - Shop Drawing Review	5 days	Tue 9/17/19	Mon 9/23/19	11																	
13	Horizontal Screen - Manufacturing and Shipping	35 days	Tue 9/24/19	Mon 11/11/19	12																	
14	Install Alternative 1 Phase 1 and Alt 2 Improvements	25 days	Thu 11/7/19	Fri 12/13/19	7																	
15	Monitoring and Refinement for Phase 2	10 days	Mon 12/16/19	Mon 12/30/19	14																	
16	Install Alternative 1 Phase 2 Improvements	15 days	Mon 12/16/19	Tue 1/7/20	14																	
17	Monitoring and Refinement of Prototype System	99 days	Wed 1/8/20	Mon 5/25/20	16																	
18	Draft Prototype Test Summary and Conclusions	20 days	Tue 5/26/20	Mon 6/22/20	17																	
19	CMWD Review	10 days	Tue 6/23/20	Mon 7/6/20	18																	
20	Final Prototype Test Summary and Conclusions	10 days	Tue 7/7/20	Mon 7/20/20	19																	

Project: Robles Diversion Fish Screen Prototype Testing
Date: Fri 8/23/19

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup			
External Milestone		Manual Summary			

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL L. FLOOD, GENERAL MANAGER
SUBJECT: AWARD OF CONTRACT FOR SAN ANTONIO WELL #4 REHABILITATION, SPECIFICATION NO. 19-419 AND ADOPT NOTICE OF EXEMPTION
DATE: 08/28/19

RECOMMENDATION:

It is recommended the Board of Directors

- Award the contract for the San Antonio Well #4 Rehabilitation (Specification No. 19-419) to General Pump Company, Inc. (General Pump) in the amount of \$152,837.00 and the President of the Board execute the agreement for said work.

- Adopt the Notice of Exemption for San Antonio Well #4 Rehabilitation

BACKGROUND AND DISCUSSION:

San Antonio Well #4 is a potable water well the District acquired in July 2017 from Golden State Water Company. This well supplies water to the customers of Ojai. The well requires rehabilitation work due to loss in production throughout its service life.

The rehabilitation of the well within the scope of the proposed project will improve production of the District's wellfield and reduce dependence on Lake Casitas. This project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15301 (d). A Notice of Exemption was prepared and will be filed with the County of Ventura upon adoption by the Board.

Six bids were received at the bid opening as summarized in Table 1.

Table 1 – Bid Summary

Contractor	Bid Total
General Pump Company	\$139,924.00
Bakersfield Well & Pump	\$153,200.00
Layne Christensen Company	\$174,572.01
Legend Pump and Well Service	\$179,320.00
Weber Water Resources	\$199,707.49
Best Drilling and Pump	\$226,460.00

The lowest responsible, responsive bidder is General Pump with a base bid in the amount of \$139,924.00. A detailed bid summary is attached. Alternative bid item pricing was provided by each bidder for a velocity profile/spinner survey, depth-discrete sampling, replacement of the

existing wire with new wire, and installation of an additional 20 feet of column pipe. The breakdown of pricing by General Pump for these alternative items is shown in Table 2.

Table 2 – Alternative Bid Items

Description	Total
Perform a velocity profile/spinner survey	\$4,991.00
Perform depth-discrete sample	\$3,125.00
Furnish and install replacement #1/0 wire	\$3,872.00
Install additional 20 feet of 6-inch steel column pipe	\$925.00

The total bid from General Pump including the alternative bid items is \$152,837.00.

FINANCIAL IMPACT:

The project is included in the FY 19-20 Budget for Well Rehabilitation.

Attachments: Categorical Exemption
Bid Summary

NOTICE OF EXEMPTION
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, California 93022

TO: Clerk's Office
Ventura County
800 South Victoria Avenue
Ventura, California 93009

Project Title: San Antonio Well #4 Rehabilitation

Project Location: Ojai, California

Description of Project:

The project includes rehabilitation of the existing San Antonio Well #4.

Name of Public Agency Approving Project: Casitas Municipal Water District

Exempt Status: Categorical Exemption, Section 15301(d)

Reason Why Project is Exempt:

The project includes replacement of existing equipment and facilities and therefore, falls under California Code of Regulations Categorical Exemption Section 15301(d) Existing Facilities.

Lead Agency Contact Person: Michael Flood, General Manager
Telephone No: 805.649.2251

Signature: _____
President
Casitas Municipal Water District

Date: _____

CASITAS MUNICIPAL WATER DISTRICT
 1055 VENTURA AVENUE
 Oak View, CA 93022
 (805) 649-2251
 SPEC 19-419
 Project: San Antonio #4 Rehabilitation
 Bid: 8/13/19 2:00 PM

General Pump Company Lic.#496765; 159 N. Acacia St. San Dimas, CA 91773	*Bakersfield Well & Pump Company Lic.#440537; 7212 Fruitvale Ave Bakersfield, CA 93308	Layne Christensen Company Lic.#510011; 1717 W. Park Ave Redlands, CA 92373	**Legend Pump and Well Service Lic.#964537; 1324 W. Rialto Ave San Bernadino, CA 92410	**Weber Water Resources, LLC Lic.#970199; 2073 Railroad St Corona, CA 92880	Best Drilling and Pump Lic.#826672; 1640 Pellisier Road Colton, CA 92324
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ITEM#	DESCRIPTION	APROX. QTY	UNIT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION/DEMOLITION	1	LS	\$ 31,080.00	\$ 31,080.00	\$ 24,000.00	\$ 24,000.00	\$ 9,276.73	\$ 9,276.73	\$ 26,650.00	\$ 26,650.00	\$ 33,172.92	\$ 33,172.92	\$ 15,680.00	\$ 15,680.00
2	REMOVE EXISTING PUMP	1	LS	\$ 10,921.00	\$ 10,921.00	\$ 7,600.00	\$ 7,600.00	\$ 16,687.71	\$ 16,687.71	\$ 6,100.00	\$ 6,100.00	\$ 7,881.68	\$ 7,881.68	\$ 6,500.00	\$ 6,500.00
3	VIDEO SURVEY	1	LS	\$ 1,810.00	\$ 1,810.00	\$ 1,600.00	\$ 1,600.00	\$ 1,344.44	\$ 1,344.44	\$ 1,450.00	\$ 1,450.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
4	FLUID STORAGE SYSTEM	1	LS	\$ 6,480.00	\$ 6,480.00	\$ 6,800.00	\$ 6,800.00	\$ 10,793.25	\$ 10,793.25	\$ 7,080.00	\$ 7,080.00	\$ 18,750.00	\$ 18,750.00	\$ 7,200.00	\$ 7,200.00
5	BAKER TANKS	1	LS	\$ 1,274.00	\$ 1,274.00	\$ 4,500.00	\$ 4,500.00	\$ 12,389.14	\$ 12,389.14	\$ 10,672.00	\$ 10,672.00	\$ 11,154.24	\$ 11,154.24	\$ 19,000.00	\$ 19,000.00
6	BRUSH WELL	1	LS	\$ 2,688.00	\$ 2,688.00	\$ 5,600.00	\$ 5,600.00	\$ 4,209.45	\$ 4,209.45	\$ 5,400.00	\$ 5,400.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
7	BAIL WELL	1	LS	\$ 990.00	\$ 990.00	\$ 1,400.00	\$ 1,400.00	\$ 3,655.48	\$ 3,655.48	\$ 3,600.00	\$ 3,600.00	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00
8	ZONE-PUMP AND SWAB	18	HR	\$ 1,159.00	\$ 20,862.00	\$ 400.00	\$ 7,200.00	\$ 487.40	\$ 8,773.20	\$ 450.00	\$ 8,100.00	\$ 458.00	\$ 8,244.00	\$ 1,150.00	\$ 20,700.00
9	PROVIDE CHEMICALS	1	LS	\$ 17,358.00	\$ 17,358.00	\$ 29,000.00	\$ 29,000.00	\$ 18,423.06	\$ 18,423.06	\$ 26,744.00	\$ 26,744.00	\$ 22,000.00	\$ 22,000.00	\$ 61,500.00	\$ 61,500.00
10	INJECT CHEMICALS AND SWAB	1	LS	\$ 880.00	\$ 880.00	\$ 4,500.00	\$ 4,500.00	\$ 6,915.73	\$ 6,915.73	\$ 6,600.00	\$ 6,600.00	\$ 11,666.67	\$ 11,666.67	\$ 13,280.00	\$ 13,280.00
11	SWAB WELL	1	LS	\$ 670.00	\$ 670.00	\$ 4,500.00	\$ 4,500.00	\$ 3,655.48	\$ 3,655.48	\$ 9,300.00	\$ 9,300.00	\$ 5,416.67	\$ 5,416.67	\$ 4,200.00	\$ 4,200.00
12	CHEMICAL PURGE, SWAB, NEUTRALIZE	12	HR	\$ 1,159.00	\$ 13,908.00	\$ 400.00	\$ 4,800.00	\$ 609.25	\$ 7,311.00	\$ 610.00	\$ 7,320.00	\$ 375.00	\$ 4,500.00	\$ 1,250.00	\$ 15,000.00
13	FURNISH, INSTALL, AND REMOVE TEST PUMP	1	LS	\$ 8,262.00	\$ 8,262.00	\$ 19,500.00	\$ 19,500.00	\$ 29,830.00	\$ 29,830.00	\$ 23,120.00	\$ 23,120.00	\$ 22,416.00	\$ 22,416.00	\$ 16,000.00	\$ 16,000.00
14	ZONE-PUMP AND SURGE	12	HR	\$ 164.00	\$ 1,968.00	\$ 350.00	\$ 4,200.00	\$ 262.88	\$ 3,154.56	\$ 450.00	\$ 5,400.00	\$ 208.00	\$ 2,496.00	\$ 435.00	\$ 5,220.00
15	TEST PUMP	8	HR	\$ 164.00	\$ 1,312.00	\$ 350.00	\$ 2,800.00	\$ 219.07	\$ 1,752.56	\$ 300.00	\$ 2,400.00	\$ 208.00	\$ 1,664.00	\$ 435.00	\$ 3,480.00
16	DISINFECT WELL	1	LS	\$ 1,635.00	\$ 1,635.00	\$ 2,500.00	\$ 2,500.00	\$ 4,132.90	\$ 4,132.90	\$ 4,200.00	\$ 4,200.00	\$ 5,416.67	\$ 5,416.67	\$ 6,800.00	\$ 6,800.00
17	VIDEO SURVEY	1	LS	\$ 1,810.00	\$ 1,810.00	\$ 1,600.00	\$ 1,600.00	\$ 1,344.44	\$ 1,344.44	\$ 1,450.00	\$ 1,450.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
18	FURNISH AND INSTALL 50 HP PUMP, MOTOR, AND SHROUD	1	LS	\$ 12,125.00	\$ 12,125.00	\$ 12,000.00	\$ 12,000.00	\$ 23,536.44	\$ 23,536.44	\$ 18,184.00	\$ 18,184.00	\$ 12,181.88	\$ 12,181.88	\$ 11,500.00	\$ 11,500.00
19	REINSTALL COLUMN PIPE	1	LS	\$ 2,921.00	\$ 2,921.00	\$ 7,600.00	\$ 7,600.00	\$ 5,894.95	\$ 5,894.95	\$ 4,200.00	\$ 4,200.00	\$ 21,088.43	\$ 21,088.43	\$ 4,200.00	\$ 4,200.00
20	REINSTALL EXISTING #1/0 WIRE	1	LS	\$ 970.00	\$ 970.00	\$ 1,500.00	\$ 1,500.00	\$ 1,491.49	\$ 1,491.49	\$ 1,350.00	\$ 1,350.00	\$ 358.33	\$ 358.33	\$ 4,200.00	\$ 4,200.00
BASE BID TOTAL AMOUNT FOR BID ITEMS 1 THROUGH 20				\$ 139,924.00	\$ 153,200.00	\$ 174,572.01	\$ 179,320.00	\$ 199,707.49	\$ 226,460.00						

* Bakersfield Well and Pump Wrote Incorrect Total

** Legend and Weber Required Corrections to Totals

ITEM#	DESCRIPTION	APROX. QTY	UNIT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT
21	VELOCITY PROFILE/SPINNER SURVEY	1	LS	\$ 4,991.00	\$ 4,991.00	\$ 3,045.00	\$ 3,045.00	\$ 5,254.05	\$ 5,254.05	\$ 3,190.00	\$ 3,190.00	\$ 2,569.00	\$ 2,569.00	\$ 4,000.00	\$ 4,000.00
22	DEPTH-DISCRETE SAMPLE	1	LS	\$ 3,125.00	\$ 3,125.00	\$ 1,375.00	\$ 1,375.00	\$ 5,254.05	\$ 5,254.05	\$ 1,667.00	\$ 1,667.00	\$ 2,425.00	\$ 2,425.00	\$ 1,800.00	\$ 1,800.00
23	REPLACE #1/0 WIRE	1	LS	\$ 3,872.00	\$ 3,872.00	\$ 3,850.00	\$ 3,850.00	\$ 5,254.05	\$ 5,254.05	\$ 6,878.00	\$ 6,878.00	\$ 5,500.00	\$ 5,500.00	\$ 5,700.00	\$ 5,700.00
24	INSTALL 20 FT COLUMN PIPE	1	EA	\$ 925.00	\$ 925.00	\$ 600.00	\$ 600.00	\$ 718.50	\$ 718.50	\$ 833.00	\$ 833.00	\$ 365.00	\$ 365.00	\$ 570.00	\$ 570.00
TOTAL AMOUNT FOR BID ITEMS 1 THROUGH 24				\$ 152,837.00	\$ 162,070.00	\$ 191,052.66	\$ 191,888.00	\$ 210,566.49	\$ 238,530.00						
DIVISION OF WORK OR TRADE				SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR	
				N/A	Pacific Surveys	Pacific Surveys	N/A	Pacific Surveys	Pacific Surveys	United Rentals					

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD – GENERAL MANAGER
SUBJECT: CITY OF VENTURA – LETTER OF PROTEST REGARDING DELINQUENCY FEES ASSESSED.
DATE: 08/23/2019

RECOMMENDATION:

Recommend that the Board of Directors approve the request by the City of Ventura and waive the total Delinquency Fee assessed of \$4,100.46.

BACKGROUND AND OVERVIEW:

On June 28, 2019 the City of Ventura incurred Delinquent Fees of \$4,100.46, their payment was received on June 29, 2019, one day late.

The City of Ventura called the day it was due to inform the C.F.O. they had internal staffing issues and that it would be late.

The City of Ventura paid the late fees under protest and has requested the District consider reversing a portion of, or all of the Delinquent Fees.

\$ 1,567.18
\$ 122.65
\$ 867.46
\$ 4.72
\$ 122.65
\$ 1,411.56
\$ 4.24

Total: \$ 4,100.46

The City of Ventura had requested in January 2011 that \$ 45,179.60 be waived and the Board granted 50% of the request with the understanding this was a one-time courtesy and all future bills be paid by the delinquency date or delinquency charges will be assessed.

The City has indicated that the issues that led up to the payment being late have been addressed.

Trusted life source for generations



July 10, 2019

Denise Collins
Chief Financial Officer
Casitas Municipal Water District
1055 N. Ventura Ave
Oak View, CA 93022

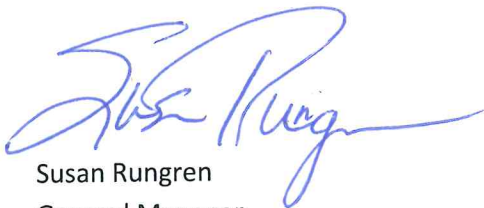
Dear Ms. Collins,

The purpose of this letter is to request removal and reimbursement for late fees incurred in June 2019.

Enclosed you will find a copy of check # 304240, in the amount of \$41,004.61 dated 6/27/19 for the seven (7) City Resale Accounts. This covered the time period from April 1, 2019 to May 1, 2019 and was due on 6/27/19. Unfortunately, Casitas received this check on 6/28/19, which was a day late. This caused the City to incur late fees in the amount of \$4,100.46. Various circumstances caused the payment to be delayed.

The City will continue to keep our accounts current and pay the late fee with the current account statement due July 30, 2019. However, the City is requesting Casitas to consider removal and reimbursement of these late fees, incurred in June, to the City Resale Accounts. Your consideration is appreciated.

Sincerely,



Susan Rungren
General Manager
Ventura Water
(805) 652-4523
srungren@ci.ventura.ca.us

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Review and Discussion of an agreement with San Gorgonio Pass Water Agency to exchange 650 Acre-Feet of Casitas MWD's 2019 State Water Project Table A water supply.**
Date: July 18, 2019

RECOMMENDATION:

The agreement be approved by the Board of Directors

BACKGROUND:

State Water Project Table A allocation currently stands at 75% which translates into 3,750 Acre-Feet for Casitas MWD.

San Gorgonio Pass Water Agency (SGPWA) has expressed an interest in doing an exchange agreement similar to the agreement done with Casitas MWD and Ventura Water in 2018.

The California Department of Water Resources (DWR) believes that the compensation in the original agreement that was approved by the Board exceeds the maximum allowable and thus the compensation portion of the agreement has been changed to allow for a range of compensation which includes a lower amount.

DISCUSSION:

SGPWA has proposed an exchange agreement with Casitas MWD with the following summary terms:

1. Exchange of 650 Acre-Feet of Casitas MWD's 2019 State Water Project Table A.
2. Return of 50% of the water exchange within 10 years.
3. Compensation of 20% to 40% of the Transportation Capital and Minimum and Conservation Capital and Minimum Charges of approximately \$550,000.00 which translates into a payment of between \$110,000.00 and \$220,000.00.

4. SGPWA will pay the State Water Project Variable costs for the exchange water to be delivered to them; Casitas MWD will pay the State Water Project Variable costs for the exchange water to be returned.

Ventura Water and Casitas MWD will need to submit the approved exchange agreement to the Ventura County Watershed Protection District for final approval as per the Casitas/VCWPD agreement.

Staff is continuing to work with the DWR on the actual compensation that will be received but this revision will gain the DWR's approval and allow San Geronio to take delivery of the Table A water.

AGREEMENT
between
SAN GORGONIO PASS WATER AGENCY
and the
CITY OF SAN BUENAVENTURA and CASITAS MUNICIPAL WATER DISTRICT
FOR THE EXCHANGE OF
2019 STATE WATER PROJECT TABLE A WATER

This Agreement is made by and between the City of San Buenaventura, a charter city and municipal corporation of the State of California (“Ventura”), and Casitas Municipal Water District, a California special district (“Casitas”), on the one hand, and San Gorgonio Pass Water Agency, a special act agency formed under Water Code Uncodified Acts, Act 1100 (“SGPWA”), on the other hand.

BACKGROUND AND PURPOSE

1. Ventura and Casitas together hold rights to fifteen thousand (15,000) acre-feet of a twenty thousand (20,000) acre-foot Table A allocation to State Water Project water (“Table A Water”), initially held by the Ventura County Watershed Protection District (“VCWPD”) but assigned to Casitas for all authorities and responsibilities (see Exhibits A and B hereto).
2. Of the 20,000 acre-foot Table A Water allocation set forth in Paragraph 1 above, Ventura’s State Water Project Table A allocation is ten thousand (10,000) acre-feet per calendar year (“Ventura Table A Water”) and Casitas’ State Water Project Table A allocation is five thousand (5,000) acre-feet per calendar year (“Casitas Table A Water”); United Water Conservation District holds the remaining State Water Project Table A allocation of five thousand (5,000) acre-feet per calendar year.
3. Ventura and Casitas do not plan to take direct delivery of their respective Table A Water for 2019.
4. As of June 19, 2019, the Department of Water Resources (“DWR”) has allocated seventy five percent (75%) of each State Water Project Contractor’s Table A amount for delivery in 2019.
5. SGPWA would like to take delivery of Ventura Table A Water and Casitas Table A Water in 2019 in the amount of 1,350 AF and 650 AF respectively.
6. SGPWA is willing to compensate Ventura for Ventura 2019 Table A Water as set forth in this Agreement.

7. SGPWA is willing to compensate Casitas for Casitas 2019 Table A Water as set forth in this Agreement.
8. Ventura and Casitas are willing for SGPWA to take delivery of Ventura's and Casitas' allocations in the amount of 1,350 AF and 650 AF respectively.
9. Ventura and Casitas have agreed that their respective allocations in 2019 totaling 2,000 AF will be delivered to SGPWA, in exchange for SGPWA's agreement to return to Ventura and Casitas within ten (10) years, no later than the end of calendar year 2029, fifty percent (50%) of the quantity of the Ventura Table A Water and 50% of the Casitas Table A Water that is delivered to SGPWA pursuant to this Agreement.
10. Ventura and Casitas are currently pursuing a direct delivery method for State Water Project water that estimates construction within ten (10) years pending the necessary permits and approvals.
11. It is the expressed intent of the parties to negotiate a long-term exchange or transfer agreement, separate from this Agreement, when the applicable amendments or modification are made to State Water Project Contracts, and/or rules and regulations of the State Water Project, which may permit such exchanges and transfers. A long-term exchange could be utilized until such time as Ventura and Casitas can take direct delivery of State Water. It is hereby acknowledged and agreed that nothing in this Agreement shall be deemed to be a binding agreement to enter into a long-term exchange or transfer agreement and each party reserves the right to decide whether or not to enter into such an agreement in their sole discretion.

TERMS AND CONDITIONS

1. Payment to Ventura. SGPWA agrees to pay to Ventura between twenty percent (20%) and forty percent (40%), whatever the highest amount allowable by DWR within that range, of Ventura's Transportation Capital and Minimum and Conservation Capital and Minimum Charges for 2019 (estimated at one million, one hundred thousand dollars (\$1,100,000)). The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.
2. Payment to Casitas. SGPWA agrees to pay to Casitas between twenty percent (20%) and forty percent (40%), whatever the highest amount allowable by DWR within that range, of Casitas' Transportation Capital and Minimum and Conservation Capital and Minimum Charges for 2019 (estimated at five hundred, fifty thousand dollars (\$550,000)). The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.

3. DWR Approval. DWR's written approval of this Agreement, including the terms and conditions herein, is necessary to effectuate this exchange. DWR's approval shall be provided in the form of an agreement among the entities as determined by DWR. In the event DWR does not approve this Agreement and/or the Table A Water subject to this Agreement is not permitted to be exchanged as contemplated in this Agreement, Ventura and Casitas will each refund to SGPWA a payment equal to the amounts described in Terms and Conditions Paragraphs 1 and 2 above. Said payment shall be made within thirty (30) days from the date of any such disapproval by DWR.
4. Deliveries to SGPWA. Upon receipt of payment from SGPWA equal to the amount described in Terms and Conditions Paragraphs 1 and 2 above, Ventura and Casitas will request that DWR deliver to SGPWA, in calendar year 2019, Ventura and Casitas' 2019 Table A Water allocations from the State Water Project in the amount of 1,350 AF and 650 AF respectively. Ventura and Casitas shall request that DWR cause said deliveries to be made at a location and according to a delivery schedule requested by SGPWA and approved by DWR. The Table A Water will be delivered to SGPWA from the State Water Project through facilities already in existence when the Table A Water is delivered, such that it will not be necessary to construct additional facilities in order to affect delivery of the Table A Water pursuant to this Agreement. SGPWA will be responsible for payment of all variable and other such charges imposed by DWR and calculated as a function of the quantity of Ventura Table A Water and Casitas Table A Water actually delivered to SGPWA pursuant to this Agreement. The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.
5. Return Deliveries to Ventura. Ventura and SGPWA shall arrange for return deliveries to Ventura of fifty percent (50%) of the Ventura Table A Water over a ten (10) year period beginning upon the effective date of this Agreement and expiring at the end of calendar year 2029. The arrangements for return deliveries shall be made as follows: Ventura shall provide written notice to SGPWA on or before May 1 of any year in which Ventura desires to receive return deliveries. Ventura and SGPWA will then work with DWR to schedule delivery of the water within that applicable calendar year. Ventura will then pay the variable costs for the return deliveries. Ventura may not request return deliveries in a year in which the final State Water Project allocation is thirty percent (30%) or less. If the final State Water Project allocation in any year is between thirty percent (30%) and fifty percent (50%), and Ventura requests return deliveries, SGPWA and Ventura shall negotiate in good faith as to the amount of return deliveries for said calendar year. Upon expiration of the 10-year period, a determination will be made as to any amount of return deliveries which were not made due to the lack of infrastructure available for Ventura to take return deliveries ("Exchange Water Balance"). In the event there is an Exchange Water Balance, Ventura and SGPWA shall

engage in good faith negotiations to determine whether the parties can agree upon alternative means for delivery of the Exchange Water Balance. Such alternative means may include, for example and not by way of limitation, the following: (a) extension of the 10-year term for an additional term of not to exceed five (5) years; or (b) rolling over the Exchange Water Balance into a long-term exchange or transfer agreement which may be developed between Ventura and SGPWA as referenced in Background and Purpose Paragraph 11. Except as set forth herein in regard to an Exchange Water Balance, upon expiration of this Agreement, there shall be no further rights or obligations in regard to return deliveries.

6. Return Deliveries to Casitas. Casitas and SGPWA shall arrange for the return delivery to Casitas of fifty percent (50%) of the Casitas Table A Water over a ten (10) year period beginning upon the effective date of this Agreement and expiring at the end of calendar year 2028. The arrangements for return deliveries shall be made as follows: Casitas shall provide written notice to SGPWA on or before May 1 of any year in which Casitas desires to receive return deliveries. Casitas and SGPWA will then work with DWR to schedule delivery of the water within that applicable calendar year. Casitas will then pay the variable costs for the return deliveries. Casitas may not request return deliveries in a year in which the final State Water Project allocation is thirty percent (30%) or less. If the final State Water Project allocation in any year is between thirty percent (30%) and fifty percent (50%), and Casitas requests return deliveries, SGPWA and Casitas shall negotiate in good faith as to the amount of return deliveries for said calendar year. Upon expiration of the 10-year period, a determination will be made as to any amount of return deliveries which were not made due to the lack of infrastructure available for Casitas to take return deliveries (“Exchange Water Balance”). In the event there is an Exchange Water Balance, Casitas and SGPWA shall engage in good faith negotiations to determine whether the parties can agree upon alternative means for delivery of the Exchange Water Balance. Such alternative means may include, for example and not by way of limitation, the following: (a) extension of the 10-year term for an additional term of not to exceed five (5) years; or (b) rolling over the Exchange Water Balance into a long-term exchange or transfer agreement which may be developed between Casitas and SGPWA as referenced in Background and Purpose Paragraph 11. Except as set forth herein in regard to an Exchange Water Balance, upon expiration of this Agreement, there shall be no further rights or obligations in regard to return deliveries.
7. Places of Use. The water delivered to SGPWA in 2019 pursuant to this Agreement shall be used entirely within SGPWA’s service area. The return water deliveries to Ventura and Casitas pursuant to this Agreement shall be used entirely within the service areas of Ventura and Casitas, as applicable.

8. California Environmental Quality Act (CEQA). SGPWA agrees to comply with the California Environmental Quality Act (“CEQA”) with respect to SGPWA’s performance of this Agreement and the use of Exchange Water in its service area. Ventura and Casitas shall comply with CEQA with respect to their respective performance of this Agreement and the use of Exchange Water in their respective service areas. No exchange of Exchange Water shall occur until the CEQA process has been completed by all parties.
9. Transaction Costs. Ventura, Casitas, and SGPWA shall each be responsible for its own legal and consulting costs incurred in the preparation, review, and implementation of this Agreement. Ventura, Casitas, and SGPWA acknowledge that it will also be necessary for them to sign an additional agreement to be prepared by DWR to address changes in points of delivery and other issues related to operation of the State Water Project. Ventura, Casitas, and SGPWA each agrees to cooperate with DWR and with each other in the preparation, review, and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the exchange described herein.
10. Costs of Defense. In the event of any legal action by a third party to challenge this Agreement and/or the exchange described herein, Ventura, Casitas, and SGPWA agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.
11. Force Majeure. In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that Ventura, Casitas, and SGPWA shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.
12. Authority and Representations. The undersigned representatives of Ventura, Casitas, and SGPWA hereby represent that he or she is authorized to execute the Agreement for the party on whose behalf this Agreement is executed. Ventura and Casitas hereby represent and warrant that they have all rights and authorities to perform this Agreement including, for example and not by way of limitation, the contractual rights as described in Background and Purpose Paragraphs 1 and 2. SGPWA hereby represents and warrants that it has all rights and authorities to perform this Agreement.
13. Notice. All notices given or required to be given pursuant to this Agreement shall be in writing provided by first-class mail, postage prepaid, to the following addresses:

San Geronio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
Attn: Jeff Davis, General Manager

City of San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Alex D. McIntyre, City Manager

Casitas Municipal Water District
1055 N Ventura Avenue
Oak View, CA 93022
Attn: Steve Wickstrum, General Manager

14. Alteration. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.
15. Entire Agreement. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, it being the intent of the Parties that none shall be bound by any terms, conditions, or representations not written here.

[Signatures follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

SAN GORGONIO PASS WATER AGENCY

By: _____
Jeff Davis, General Manager

Date: _____

CITY OF SAN BUENAVENTURA

By: _____
Alex D. McIntyre, City Manager

Date: _____

APPROVED AS TO FORM

Gregory G. Diaz, City Attorney

By: _____
Miles P. Hogan, Assistant City Attorney II

Date: _____

CASITAS MUNICIPAL WATER DISTRICT

By: _____
Michael Flood, General Manager

Date: _____

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Staff Update Presentation on Alternative Water Supply Projects Grouping Concepts and Estimated Costs**
Date: August 22, 2019

RECOMMENDATION:

No recommendation at this time.

BACKGROUND:

Since 2016, the District has been working on a number Alternative Water Supply Projects some of which it has been working on alone while others have been in conjunction with other public water agencies.

Costs of several of these projects are expected to be beyond the District's current financial capacity.

Alternative Water Supply projects need to be analyzed not only for the annual yield they might supply but also their ability to meet expected peak demands of the system.

DISCUSSION:

The progress that the District has made over the last three years in relation to alternative water supply projects is bringing several of these projects to the point where implementation decisions will need to be made by the Board of Directors.

To do this the Board must understand not only the estimated capabilities of these projects but also their estimated costs in order to start work on a plan to finance them.

Earlier this year, staff made a presentation to the Ad-Hoc Public Relations Committee involving the idea of grouping these projects together in order to better understand their operational capabilities and subsequently, their costs.

A presentation will be provided at the Board Meeting that will cover this concept along with updated cost estimates.

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Discussion of Board Room Audio Visual Upgrades**
Date: August 22, 2019

RECOMMENDATION:

Recommend that the Board of Directors assign this task to the Ad-Hoc Public Relations Committee

BACKGROUND:

At the August 14, 2019 Board Meeting, it was requested by the Board of Directors to assess the current audio-visual capabilities of the Board Room so that they might be upgraded/enhanced.

DISCUSSION:

While the current system provides the public the ability to view Board Meetings through live streaming as well as taped recordings on the District's website, the Board would like to explore upgrading the system so the public is provided with more thorough information.

Due to the Public Relations element of this project, it would be most efficient to assign this task to the Ad-Hoc Public Relations Committee.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JULY 2019
DATE: AUGUST 28, 2019

RECOMMENDATION:

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

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.00"	0.00"	0.00"
Water Year (WY: Oct 01 – Sep 30)	29.49"	39.65"	27.97"
Average station rainfall to date	23.31"	27.59"	20.98"

Ojai Water System Data

Wellfield production	175.2 AF
Surface water supplement	2.4 AF
Static depth to water surface – Mutual #6	100.5 feet
Change in static level from previous month	8.7 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	0.00 AF
Diversion days this month	0
Total Diversions WY to date	20,882 AF
Diversion days this WY	140

Casitas Reservoir Data

Water surface elevation as of end of month	504.72 feet AMSL
Water storage last month	106,487 AF
Water storage as of end of month	104,837 AF
Net change in storage	- 1,650 AF
Change in storage from same month last year	+ 26,140 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

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CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Special Finance Committee

DATE: August 8, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Special Finance Committee Meeting of August 8, 2019, at 1400 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Jim Word
Director Peter Kaiser
General Manager, Michael Flood
Chief Financial Officer, Denise Collin
2. **Public Comments.**
None
3. **Board/Management comments.**
None
4. **Review and Discussion regarding Bond Consultant Proposals/Contracts for a proposed \$12.75M Series C issuance of CFD 2013-1 Bonds (Ojai Water System).**
GM Flood made comments as to the overall purpose of the bond issuance and that this would be the last issuance of these bonds under the \$60M authorization.

Director Word asked about the project costs and remaining funds to which GM Flood responded that this issuance would take care of nearly all of the projects identified in the Ojai System Masterplan but there would be about \$4M in project that would then need to be funded through the District's capital plan.

Suzanne Harrell, Municipal Advisor with Harrell and Associates attended by telephone. She covered various aspects of the contracts that were before the Committee and that this would all be done in preparation for final approval by the Board of Directors on September 25th, 2019. Bonds would then be sold in mid-October.

Director Word commented that this bond team did a great job selling out the bonds quickly during the last issuance.

Director Kaiser asked some questions about the District's bond rating and current rate.

Suzanne Harrell responded that the market rate is currently 2.6% and the 'all-in' rate is 3.6%. Bond insurance may or may not be needed and that would add \$100K to the cost of issuance.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Executive Committee

DATE: August 20, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Executive Committee Meeting of August 8, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Pete Kaiser
Director Russ Baggerly
General Manager, Michael Flood
Division Officer, Joe Evans
2. **Public Comments.**
None
3. **Board comments.**
None
4. **Manager's Comments.**
None
5. **Review and Discussion of the Open Space Agreement between Casitas Municipal Water District and United States of America Department on the Interior Bureau of Reclamation.**
Director Baggerly indicated that he had followed the original interim agreement back when it was signed in 1978. Among the important aspects of an open space agreement are the need to keep the lands pristine and undeveloped.

Director Kaiser agreed that this should be included in any agreement like this.

Division Officer Evans made comments about the draft agreement that it had been authored by the Bureau with input from staff at the Lake Casitas Recreation Area. He believes that it better reflects what Casitas actually does and that Bureau has asked that this be added to the Recreation grant.

Director Baggerly indicated that the Ventura River Project agreement is also an important consideration in this and that Casitas has always worked well with the Bureau.

Director Kaiser asked if this was added to the Recreation Grant, would there be a requirement to develop recreation on the open space lands?

Director Baggerly then made some comments on various parts of the agreement:

1. 2nd paragraph: change public benefit to protection of Lake Casitas.
2. Casitas needs to know what the cost-sharing percentage is.
3. An annual basis for the renewal of appropriations needs to be added.
4. Section b: need to reserve the right to approve those things that are mentioned (i.e. Casitas makes the decision).
5. Casitas should have some control on remaining home leases and Selby House.

Director Kaiser indicated that the following should be added to the agreement: "The United States shall not permit any activities on open space lands."

Director Baggerly agreed with this and referred staff to the Resource Management Plan.

Director Kaiser indicated that the current Fire Management Plan needs to be reviewed to see if it is relevant to this document.

GM Flood indicated that staff would work on these issues and bring this back to the committee next month.

6. **Review and Discussion of of the California State Water Project Contract Extension Amendment.**

GM Flood reviewed some financial information including Bulletin 132 as what details State Water Project costs for the District. He also indicated that additional research was ongoing and that this would be brought back to the next committee meeting.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Recreation Committee

DATE: August 19, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Recreation Committee Meeting of August 6, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Brian Brennan
Director Angelo Spandrio
General Manager, Michael Flood
Park Services Manager, Carol Belser
Division Officer, Joe Evans
Chief Financial Officer, Denise Collin
Park Ranger, Joe Martinez

2. **Public Comments.**

Will Levinson made comments about the Rincon Control Tank, Bureau of Reclamation easements and his postings about the issues.

Director Brennan asked that Mr. Levinson provide links to his referenced postings.

3. **Board/Management comments.**

GM Flood commented that the Consumption Report for FY 2019 is available and shows overall water consumption below 10,000 Acre Feet for the year.

PSM Belser indicated that floating restroom replacements had been made with the assistance of grant funds.

4. **Ojai Wine Festival Three-Year Agreement for consideration.**

DO Evans made comments about the agreement including insurance requirements, vendor cooperation, and that the Board would be asked to approve a three-year agreement without annual renewals. This would assist the Rotary and Casitas staff in being able to keep the event area reserved for the event that has been ongoing for more than twenty years.

PSM Belser indicated that this would bring the agreement flush with the current five-year agreement but the agreement can still be terminated at any time.

David May of the Rotary indicated that this three-year agreement will help with long-term planning and that there is good coordination with Casitas staff.

Director Brennan recommended that staff should ensure that the date is reserved and also asked that the fees be spelled out as to how they are calculated for the Board.

The Committee recommended that this agreement be brought to the Board of Directors for approval.

5. **Oral Review of Crisis Intervention Training by Park Ranger Martinez.**

PR Martinez gave an overview of the Ventura County Crisis Intervention Training program that all Lake Casitas Park Rangers have attended. Information included history and the various aspects of the training. He also indicated that probationary individuals have been obtaining temporary lodging out at Lake Casitas. It is not known who is paying the lodging fees.

Director Spandrio asked if the Rangers received certification from the training to which the answer was 'yes'.

Director Brennan indicated that he was happy to see that this is being done and hopes that Lake Casitas doesn't become the defacto destination for probationary individuals.

6. **Review Monthly Recreation Report**

PM Belsler gave an update on the activities at the LCRA including attendance, the Junior Ranger program, and classroom visits.

Director Brennan some additional questions about the Junior Ranger program and appreciated the hard work that staff had put toward this effort.

7. **Staff Presentation and Discussion of Recreation Department Administrative Overhead.**

CFO Collin made a presentation going over the details of how the Recreation Department share of administrative overhead is calculated each fiscal year.

Director Spandrio asked what the reason for charging administrative overhead to the Recreation Department is.

CFO Collin indicated that this is done since the Recreation Department uses a lot of management time and traditionally, the Board has been concerned with ensuring water customers don't pay for this. Additionally, this has been reviewed by the District's auditors and is based mostly on actual costs.

Director Brennan noted that Ventura County has a similar process of charging various departments for costs incurred in other departments such as legal work.

Director Spandrio asked how \$1.6M in Administrative Overhead in balance with \$4M in revenues. Also that staffing and personnel levels should be proportional across the Recreation Department and the Water Department.

Director Brennan indicated that the mandate that the District has to provide a recreation element in order to have the Ventura River Project should be taken into account as well.

GM Flood indicated that the calculation shown in the presentation did not seem balanced and should be altered to reflect reality. He further said that staff will meet and see if there is a simple way to estimate the actual impacts.

8. **Review of Incidents and Comments**

Division Officer Evans presented the incident statistics for July 2019.

One call for Ventura County Sheriff was made for a possible suicide and DO Evans commended the Park Rangers that responded to the call and were first on scene.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Finance Committee

DATE: August 21, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Finance Committee Meeting of August 16, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Jim Word
Director Peter Kaiser
General Manager, Michael Flood
Chief Financial Officer, Denise Collin

2. **Public Comments.**

None.

3. **Board/Management comments.**

GM Flood informed the Committee of an incident at the Casitas Water Adventure the previous evening.

Director Kaiser mentioned that there needed to be a clarification sent to the rest of the Board that payables are reviewed by the entire Board and not the Finance Committee.

4. **Review of the Financial Statements for June, 2019.**

CFO Collin reviewed the Financial Statements with the Committee including areas of revenues and expenditures for both the District and the Lake Casitas Recreation Area. She also noted that standby charges are working as designed in that they help cover fixed costs when water sales are low like they have been.

Director Word commented on the importance of standby charges, Ag conservation penalties, and revenues at the LCRA.

Director Kaiser asked that a request for proposals for a water rate analysis consultant be readied in the near future for the Committee's review.

5. **Review of the June, 2019 Consumption Report.**

CFO Collin reviewed the Consumption Report with the Committee noting that consumption was down significantly from the previous year.

Director Word mentioned that this year's cool and wet weather had a definite impact on the low level of water sales.

6. **Request by the General Manager of the City of Ventura to waive late fees of \$4,100.46.**

(NOTE: THIS ITEM WAS TAKEN OUT OF ORDER – DIRECTLY AFTER ITEM #3)

Susan Rungren of Ventura Water (the City of Ventura's water department) addressed the Committee and explained the reason for their payment being one day late. She also indicated that the two entities had been working together very well and appreciated the District considering this request. Additionally, internal steps have been taken that the payment isn't late in the future.

CFO Collin indicated that staff could normally waive a request like this but that this exceeded the \$500 limit imposed by District policy.

Director Kaiser indicated that this request should go to the Board for consideration and Director Word concurred with this.

GM Flood indicated that he would put this on the next Board agenda with staff recommending it be approved.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES

Water Resources Committee

DATE: August 21, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Water Resources Committee Meeting of August 21, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Russ Baggerly
Director Angelo Spandrio
General Manager, Michael Flood
Public Relations and Resources Manager Bryan Sandoval

2. **Public Comments.**

None

3. **Board comments.**

Director Spandrio remarked that he had received some feedback from the public that stakeholder for the Comprehensive Water Resources Plan outreach was poor.

Stantec responded that there were challenges to getting in contact with the 'correct' person at each stakeholder group and that many email invites ended up in Spam folders. Anyone who showed up at the stakeholder meetings were allowed to participate and those that couldn't attend are invited to provide written comments.

GM Flood noted that the Water Resources Committee has been working almost exclusively on the plan for the last four months and the meetings have been sparsely attended.

4. **Manager's Comments.**

None

5. **Comprehensive Water Resources Plan Progress Update.**

Stantec consultants presented an update on the plan's development including the schedule for stakeholder workshops, safe yield and safe demand projections, supply gap analysis, project decision tool, and the schedule going forward.

Director Baggerly made comments about stormwater capture, water security projects, demand analysis, conservation levels, the projects listed within the decision support tool, and future population growth potential within the District.

Director Spandrio made comments about safe demand vs. safe yield curves, demand analysis, conservation levels, the projects listed within the decision support tool, and project schedule.

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
08/14/19**

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 IPS	912828MF4	1/15/2020	\$1,041,021	\$1,179,786	1.375%	11/18/2015	6.66%	151
*TB	Federal Home Loan Bank	3130A0EN6	12/10/2021	\$547,735	\$513,020	2.875%	5/9/2016	2.90%	836
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$941,144	\$893,072	2.875%	8/2/2016	5.04%	1740
*TB	Federal Home Loan Bank	3130A3DL5	9/8/2023	\$1,587,180	\$1,541,025	2.375%	10/13/2016	8.70%	1464
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$773,773	\$757,299	2.875%	2/19/2016	4.27%	2099
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,025,110	\$1,058,700	2.700%	5/10/2017	5.97%	2126
*TB	Federal Home Loan Bank	3130ADNW8	2/14/2020	\$998,230	\$1,005,130	3.400%	1/16/2013	5.67%	180
*TB	Federal National Assn	31315P2J7	5/1/2024	\$809,970	\$778,628	3.300%	5/25/2016	4.39%	1697
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$530,750	2.925%	11/20/2017	3.00%	3138
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$940,311	\$873,101	5.400%	5/9/2016	4.93%	2399
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$476,582	\$443,237	3.375%	7/14/2016	2.50%	1464
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,251	\$506,455	2.710%	11/20/2017	2.86%	3418
*TB	Federal Farm CR Bank	3133EGWD3	9/29/2027	\$694,629	\$705,014	2.200%	11/17/2016	3.98%	2925
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$831,912	1.980%	10/25/2016	4.70%	1871
*TB	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$743,109	\$599,049	5.625%	9/8/2014	3.38%	657
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,940	\$2,564,500	2.125%	7/6/2010	14.47%	2410
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,488,050	\$1,462,644	2.625%	5/25/2016	8.25%	1822
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$683,584	\$674,226	2.375%	5/1/2016	3.81%	869
*TB	US Treasury Note	912828WE6	11/15/2023	\$770,037	\$801,338	2.750%	12/13/2013	4.52%	1531
Total in Gov't Sec. (11-00-1055-00&1065)				\$17,879,931	\$17,718,885			99.98%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$467	\$467	2.57%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,963	\$2,963	2.52%	Estimated	0.02%	
TOTAL FUNDS INVESTED				\$17,883,361	\$17,722,315			100.00%	
Total Funds Invested last report				\$17,883,361	\$17,507,760				
Total Funds Invested 1 Yr. Ago				\$20,896,291	\$19,960,050				
****	CASH IN BANK (11-00-1000-00) EST.			\$4,853,805	\$4,853,805				
	CASH IN Custodial Money Market			\$23,586	\$23,586	0.30%			
TOTAL CASH & INVESTMENTS				\$22,760,752	\$22,599,706				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$24,394,437	\$23,458,187				

- *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.