Board Meeting Agenda

Russ Baggerly, Director Richard Handley, Director Bill Hicks, Director Pete Kaiser, Director James Word, Director

CASITAS MUNICIPAL WATER DISTRICT October 13, 2010 4:30 P.M. – DISTRICT OFFICE

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

- 1. Public comments.
- 2. General Manager comments.
- 3. Board of Director comments.
- 4. Consent Agenda
 - a. Minutes of the September 22, 2010 Board Meeting.
 - b. Recommend approval of a purchase order to S & J Supply in the amount of \$78,621.98 for the purchase of iron flex couplings for the Oak View Reservoir No. 2 project seismic retrofit.
 - c. Recommend approval of an expenditure of \$6,500 for the replacement of sewage pump grinders for the Coyote Ramp restrooms.
 - d. Resolution approving, as a responsible agency under CEQA, the Senior Canyon Mutual Water Company Pipeline Project.

RECOMMENDED ACTION: Adopt Consent Agenda

- 5. Bills
- 6. Committee/Manager Reports
 - a. Water Resources Committee Minutes
 - b. Recreation Committee Minutes

7. Resolution awarding a contract to Lightning Fence Co Inc. in the amount of \$106,904 for the Fence Upgrade.

RECOMMENDED ACTION: Adopt Resolution

8. Recommend approval of a purchase order to Chaulk Mound Trout Ranch in the amount of \$58,140 for the purchase of rainbow trout, pending water quality report results.

RECOMMENDED ACTION: Motion approving recommendation

9. Recommend approval of the adjustment to the Watershed Coordinator funding.

RECOMMENDED ACTION: Motion approving recommendation

10. Recommend approval to change banking institutions from Bank of America to Rabobank, N.A. for General Fund, Accounts Payable Fund, Payroll Fund, Visa Fund and Money Market Investing.

RECOMMENDED ACTION: Motion approving recommendation

11. Recommendation to approve the submitted Reserve Statement continuing to build additional Un-Restricted and Un-Designated reserves.

RECOMMENDED ACTION: Motion approving recommendation

12. Ordinance prescribing a system of business administration.

RECOMMENDED ACTION: Adopt Ordinance

13. Recommend approval for the execution of an agreement to transfer the District's email service to Google Apps.

RECOMMENDED ACTION: Motion approving recommendation

- 14 Information Items:
 - a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
 - b. Letter of appreciation from AWA.
 - c. News Articles
 - d. Investment Report
- 15. Adjournment

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

Minutes of the Casitas Municipal Water District Board Meeting Held September 22, 2010

A meeting of the Board of Directors was held September 22, 2010 at Casitas' Office, Oak View, California. Directors Handley, Kaiser, Word, Hicks and Baggerly were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were four staff members and four members of the public in attendance. President Handley led the group in the flag salute.

1. <u>Public comments</u>.

None

2. <u>General Manager comments</u>.

Mr. Wickstrum discussed the meeting he had with Jim Kentosh of United Water Conservation District. They are interested in obtaining 500 acre feet of Casitas entitlement water that we are not using or selling to another party. This would be handled in a letter agreement and they would pay us the table a amount at \$17 per acre foot. They need the water around November 1st. The agreement with Luz Solar has fallen through. Palmdale Water District is interested as they have some debts owed to Mojave West Irrigation District. This is an opportunity to move water to take care of some of their debts. We will hear more on this in the coming weeks.

We learned that on the watershed coordinator position three of the ten parties decided not to share the costs. This would increase the amount from \$1,778 to \$2,667.

Ron has asked me to inform you that Sostre has completed the work on our website. It now includes a rate calculator; you can see the lake level and the site is more manageable.

Bill and I attended the Water Issues Committee yesterday and United Water Conservation District discussed their progress, struggles and issues regarding Freeman Diversion and Santa Felicia Dam. Millions have been spent and many millions more will be spent. There is a new fisheries study online that their committee developed providing alternatives for the agencies to review to assist steelhead moving through the diversion.

3. <u>Board of Director comments</u>.

Director Hicks added it was an eye opener to hear what United is going through.

Director Kaiser encouraged Mr. Merckling to apply for the Theodore Roosevelt award with ACWA to highlight the things that are being done regarding conservation.

4. <u>Consent Agenda</u>

ADOPTED

- a. Minutes of the September 8, 2010 Board Meeting.
- b. Resolution authorizing the execution of an agreement with Ernst and Young for audit services for the State Water Project.
- c. Recommend approval of a purchase order in the amount of \$31,640 to EP Construction for Robles-Casitas Canal panel replacement.

Director Word questioned the support for the Watershed Coordinator and thought it was approved for the \$1,778 amount and that anything above that would need to be brought back for consideration. Mr. Wickstrum agreed to review it at the next board meeting.

The consent agenda was offered by Director Word, seconded by Director Kaiser and passed, with Director Baggerly abstaining from approval of the minutes, by the following roll call vote:

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

Resolution is numbered 10-26.

5. <u>Bills</u>

APPROVED

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

6. <u>Committee/Manager Reports</u>

APPROVED FOR FILING

- a. Finance Committee Minutes
- b. Recreation Committee Minutes

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

7. Resolution supporting the application to the State of California Department of Parks and Recreation for Recreation Trails Grant Funds. ADOPTED

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

AYES: Directors: Baggerly, Hicks, Word, Kaiser, Handley

NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 10-27.

8. <u>Resolution awarding a bid to Oilfield Electric in the amount of \$143,390</u> for the 4(M) Pump Plant electrical upgrade. ADOPTED

Mr. Wickstrum explained that engineering received competitive bids and is recommending award of the lowest responsible bidder to Oilfield Electric. We received a protest to the bid award. Representatives from Coleman-Pacific are here. It is the recommendation of our Principal Engineer to award the bid to Oilfield Electric. The discrepancy is believed to be waived.

Byron Coleman of Coleman-Pacific, Inc. addressed the board and felt that it was consequential. We spent a lot of time to put the bid package together. The job is within \$60. Our competitor was not fully responsive and lacked a piece of required documentation. All bids submitted must include a signed notice. He requested reconsideration.

Alan Fletcher of Oilfield Electric explained that our take on this is it is inconsequential as well. Everybody puts a lot of time in these bids. The language says inconsequential items can be waived. Ordinarily we will be advised of an addendum. We were not aware of the addendums. It was issued three days before the due date of the bid. Upon finding it we submitted it. It had no consequence to our pricing. We feel that it is insignificant and rectified it as soon as made aware of it.

Mr. Mathews explained that you have the ability to waive as an inconsequential irregularity and concurred with staff's opinion. In this case it says the district may. Director Baggerly asked if the work is this something that Oilfield is familiar with. Mr. Cole explained that Oilfield has bid projects successfully with us before. Director Baggerly asked if Coleman-Pacific has made bids to us before. Mr. Cole was not aware of them bidding in the past. It is the Board's discretion to waive it. The purpose of having the contractor acknowledge the addendum is to avoid a change order. The addendum clarified three pieces of equipment would be provided by Casitas. Mr. Fletcher or Oilfield stated they made the assumption that those three pieces of equipment were included.

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

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

Resolution is numbered 10-28.

9. <u>Resolution awarding a bid to Paso Robles Tank in the amount of \$160,500</u> for the Ojai 4(M) Reservoir No. 1 interior coating project. ADOPTED

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

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

Resolution is numbered 10-29.

10. <u>Resolution awarding a bid to Olympus and Associates in the amount of</u> \$280,540 for the Oak View Reservoir No. 2 interior coating project. ADOPTED

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

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

Resolution is numbered 10-30.

11. <u>Consideration of participating in costs for extra work to protect utilities at</u> <u>the Fresno Canyon and Foster Park embankment projects.</u>

APPROVED

On the motion of Director Word, seconded by Director Baggerly and passed with Directors Hicks and Kaiser opposing, the above recommendation with participation up to \$6,200 was approved.

12. Ordinance prescribing a system of business administration TABLED TO NEXT MEETING

This item was tabled as Mr. Mathews questioned the procedures for adoption of an ordinance and suggested that this item be brought back to the next meeting.

13. <u>Recommend approval of the Asset Disposal Policy.</u> APPROVED

On the motion of Director Word, seconded by Director Kaiser and passed, the above recommendation was approved.

14 Information Items:

- a. Recreation Area report for August
- b. Investment Report

Director Hicks complimented the lake on the good August results. Director Word questioned the percentage of boats that fail inspection. Director Baggerly expressed concerns about the relocation of rattlesnakes. Mr. Wickstrum and Ms. Belser explained that employees have been trained, have the necessary equipment and have worked with animal control and it is important to relocate the snakes outside of the campsites.

Mr. Wickstrum introduced Bob McDonald as a candidate for Division 4.

15. <u>Adjournment</u>

President Handley adjourned the meeting at 5: 21 p.m.

Secretary

CASITAS MUNICIPAL WATER DISTRICT INTEROFFICE MEMORANDUM

TO:STEVE WICKSTRUM, GENERAL MANAGERFROM:TODD EVANS, ASSISTANT ENGINEERSUBJECT:AUTHORIZE THE GENERAL MANAGER TO SIGN A PURCHASE ORDER WITH
S&J SUPPLY IN THE AMOUNT OF \$78,621.98 FOR FLEXIBLE COUPLINGSDATE:OCTOBER 6, 2010

RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to sign a purchase order in the amount of **\$78,621.98** with S&J Supply for two (2) 30" EBAA Iron Flex Couplings

BACKGROUND AND DISCUSSION:

As part of the Oak View Reservoir re-coat and retro-fit, the 30" inlet and outlet are being fitted with flex couplings. The flexible couplings will allow the reservoir to move independently from the piping in the event of a large earthquake. Steel reservoirs with rigid piping connections have shown to be vulnerable to damage in a large earthquake. The flexible couplings will be installed by Casitas personnel.

Bids were obtained from vendors. The bid results were:

S&J Supply	\$78,621.98 inc tax
Ferguson	\$79,946.95 inc tax
C. Wells Supply	\$81,345.00 inc tax
H.D. Supply Water Works	\$81,900.94 inc tax
Famcon	\$91,363.00 inc tax

The FY 2010-11 Budget has **\$391,185** for work at the Oak View Reservoir No. 2, of which \$280,540 has been awarded to the interior coating contract, leaving \$108,225 for the seismic retrofit flex couplings. The purchase of the two flex couplings is within the current budget amount, but in excess of the General Manager's authority to approve without the Board's consent.

CASITAS MUNICIPAL WATER DISTRICT Interdepartmental Memo

DATE:	September 30, 2010
TO:	Steve Wickstrum, General Manager
FROM:	Carol Belser, Park Services Manager
SUBJECT:	Consideration for the Board of Directors to approve an expenditure of \$6,500 for two grinders at Coyote Ramp restrooms.

Recommendation:

It is recommended that the Board approve an expense of approximately \$6,500 to purchase two new pumps grinders and professional electrical rewiring at the Coyote restrooms.

Background:

The Coyote Launch Ramp area includes a restroom facility that relies on two grinder pumps to process and move waste to the vault over the hill at Campground I, or also know as the Coyote dumps station. One grinder pump functions at a time. The second grinder is in place in the event of grinder pump failure. Failure to grind and pump in that particular facility has a potential for severe consequences due to the slope grade and proximity to Lake Casitas.

Analysis:

The grinder pumps have been in service since about February of 1997. Over the years they have been serviced and repaired. Currently only one grinder pump is in working order. Rather than removing, cleaning and servicing the grinders again, it is recommended to purchase two new grinders. The existing working grinder will then be available as a stand by, and the non-working grinder may be used for its replacement parts if needed.

Maintenance staff will perform the exchange of grinders, but the electrical issue needs to be address by a professional electrician. It is necessary to relocate the junction box from the current location to above ground at restroom building. Together the project will cost approximately \$6,500.

The purchase of the grinders and the electrical work is not identified in the current budget, but due to the urgency especially during the busy season, it is recommended we replace them now, rather than next fiscal year.

CASITAS MUNICIPAL WATER DISTRICT Inter-Office Memorandum

DATE:	October 8, 2010
TO:	Board of Directors
FROM:	Ron Merckling, Water Conservation and Public Affairs Manager
RE:	Consideration of Senior Canyon Mutual Water Company Automation Upgrades
	Project's Notice of Determination and California Department of Fish and Game
	Environmental Filing.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the Senior Canyon Mutual Water Company Pipeline Project's Notice of Determination and California Department of Fish and Game Environmental filing and designates the General Manager as Casitas' responsible representative for managing this project;

BACKGROUND AND OVERVIEW:

Casitas is required to approve the lead agency's environmental determinations to meet Proposition 50 grant requirements. The California Department of Public Health (CDPH) has acted as the "lead agency" for this project for purposes of environmental analysis. Casitas is acting as a "responsible agency" under CEQA and is responsible for considering the analysis, findings and mitigation measures of the CDPH and reaching its own independent conclusions on the Senior Canyon Mutual Water Company Pipeline Project. (CEQA Guidelines section 15096.)

The Senior Canyon Mutual Water Company Pipeline Project will create greater conjunctive use of local water supplies by allowing the Senior Canyon Mutual Water Company to utilize more of their local groundwater supplies. The project objective is to reduce Senior Canyon's water demand on Lake Casitas' surface water supplies.

The Senior Canyon Upgrades project includes state grant funds in the amount of \$488,462 to complete a pipeline replacement and to install automation upgrades. Casitas contribution will be \$106,654 to project costs and an additional \$17,184 in staff time. Senior Canyon has contributed \$90,000 in project costs and will provide an additional \$10,010 in staff time.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION APPROVING AS A RESPONSIBLE AGENCY UNDER CEQA; THE SENIOR CANYON MUTUAL WATER COMPANY PIPELINE PROJECT

WHEREAS, the California Department of Public Health (CDPH) has acted as the "lead agency" for this project for purposes of environmental analysis.

WHEREAS, Casitas Municipal Water District (Casitas) is acting as a "responsible agency" under CEQA and is responsible for considering the analysis, findings and mitigation measures of the CDPH and reaching its own independent conclusions on whether and how to approve the Senior Canyon Mutual Water Company Pipeline Project. (CEQA Guidelines section 15096.); and

WHEREAS, Casitas, acting as a responsible agency, has independently considered the determinations regarding this project approved by the California Department of Public Health on May 10, 2010; and

WHEREAS, the Senior Canyon Mutual Water Company Pipeline Project will create greater conjunctive use of local water supplies by allowing the Senior Canyon Mutual Water Company to utilize more of their local groundwater supplies; and

WHEREAS, Casitas' long-term water management strategy includes multiple initiatives to help ensure greater water supply availability for Casitas' customers during long-term drought conditions; and

WHEREAS, this project will result in less water demand from the Senior Canyon Mutual Water Company on Lake Casitas' surface water supplies.

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

SECTION 1. Acting in its capacity as a responsible agency for purposes of the California Environmental Quality Act (CEQA), the Board of Directors hereby directs the Secretary to the Board to record a Notice of Determination with the Office of Planning and Research and to submit a filing with the California Department of Fish and Game as a responsible party. SECTION 2. Casitas hereby approves the Senior Canyon Mutual Water Company Pipeline Project and designates the General Manager as Casitas' responsible representative for managing this project; and

ADOPTED this 13th day of October, 2010.

President, Casitas Municipal Water District ATTEST:

Secretary, Casitas Municipal Water District

Check	Payee		Description	Amount
000198	Payables Fund Account	# 14479-01153	Accounts Payable Batch 092210	\$174,083.73
000199	Payables Fund Account	# 14479-01153	Accounts Payable Batch 092910	\$94,905.14
000200	Payables Fund Account	# 14479-01153	Accounts Payable Batch 100610	\$710,013.23
				\$979,002.10
000201	Payroll Fund Account	# 14477-01154	Estimated Payroll 10/21/10	\$120,000.00
000202	Payroll Fund Account	# 14477-01154	Estimated Payroll 11/4/10	\$115,000.00
				\$235,000.00
			Total	\$1,214,002.10

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, 000198-000202 have been duly audited is hereby certified as correct.

10/7/10 0

Denise Collin, Accounting Manager

Signature

Signature

Signature

A/P Fund

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

000198	A/P Checks: A/P Draft to P.E.R.S. A/P Draft to State of CA A/P Draft to I.R.S. Void:	006111-006129 922103 922102 922101 005860
000199	A/P Checks: A/P Draft to P.E.R.S. A/P Draft to State of CA A/P Draft to I.R.S. Void:	006130-006213
000200	A/P Checks: A/P Draft to P.E.R.S. A/P Draft to State of CA A/P Draft to I.R.S. Void:	006214-006285 100603 100602 100601

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

10/7/10 Denise Collin, Accounting Manager

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 09/18/10 Pay Date of 09/23/10 have been duly audited and are hereby certified as correct.

Xebur Signed:

Rebekah Vieira

Signed:_____Signature

Signed:______Signature

Signed:_____

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 10/02/10 Pay Date of 10/07/10 have been duly audited and are hereby certified as correct.

Denife Callin Denise Collin 10/4/10 Signed:

Signed:	
	Signature
	5
Signad	
Signed:	
	Signature
Signed:	
	Signature
	orgnotaro

10/06/2010 2:45 PM VENDOR SET: 01 Casitas BANK: * ALL BANK DATE RANGE: 9/22/2010 THRU		2	/P HIST	ORY CHECK REPO	RT		PAGE:
VENDOR I.D.	NAME		STATU	CHECK S DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
C-CHECK	VOID CHECK		v	9/29/2010		006172	
* * T O T A L S * * REGULAR CHECKS: HAND CHECKS: DRAFTS: EFT: NON CHECKS: VOID CHECKS:		C D D D D D D D D D D D D D D D D D D D		0.00 0.00	CHECK AMOUNT 0.00 0.00 0.00 0.00 0.00 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL APPLIED 0.00 0.00 0.00 0.00 0.00 0.00
TOTAL ERRORS: 0							
VENDOR SET: 01 BANK: *	TOTALS:	1			0.00	0.00	0.00
BANK: * TOTALS:	:	1			0.00	0.00	0.00

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D BANK: AP ACCOUNTS PAYABLE DATE RANGE: 9/22/2010 THRU 10/06/2010

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT	
02111		Roberto Zuniga								
	I-090610	Camping Fee Refund	R	9/22/2010	41.00		006124		41.00	
00124		ICMA RETIREMENT TRUST - 457								
	I-CUI201009200325	457 CATCH UP	R	9/22/2010	423.08		006125			
	I-DCI201009200325	DEFERRED COMP FLAT	R	9/22/2010	2,203.86		006125			
	I-DI%201009200325	DEFERRED COMP PERCENT	R	9/22/2010	128.30		006125	:	2,755.24	
01960		Moringa Community								
	I-MOR201009200325	PAYROLL CONTRIBUTIONS	R	9/22/2010	16.75		006126		16.75	
00985		NATIONWIDE RETIREMENT SOLUTION								
	I-CUN201009200325	457 CATCH UP	R	9/22/2010	423.08		006127			
	I-DCN201009200325	DEFERRED COMP FLAT	R	9/22/2010	4,328.90		·			
	I-DN%201009200325	DEFERRED COMP PERCENT	R	9/22/2010	4,328.90		006127			
	1 DABLO1000200325	DEFERRED COMP PERCENT	R	9/22/2010	1/1.06		006127	4	1,923.04	
00180		S.E.I.U LOCAL 721								
00100	I-UND201009200325	UNION DUES	R	9/22/2010	610.50		006128		610 50	
				5/22/2010	010.50		000120		610.50	
00230		UNITED WAY								
	I-UWY201009200325	PAYROLL CONTRIBUTIONS	R	9/22/2010	45.00		006129		45.00	
							000110		40.00	
00417		APPLIED INDUSTRIAL TECHNOLOGY								
	I-85979658	Lubricant for Pump Plant	R	9/29/2010	5.16		006130			
	I-85979744	Couplings for O.V Pump Plant	R	9/29/2010	72.39		006130		77.55	
				2, 22, 2020	72.35		000130		11.55	
01666		AT & T								
	I-000001618596	Local, Regional, Long Distance	R	9/29/2010	756.98		006131			
	Acct#C604513638			5/25/2020	/50.58		000131			
	1-000001642355	T-1 Lines C602222128777	R	9/29/2010	894.52		006131	-	L,651.50	
				5,25,20±0	001102		000131	-	1,051.50	
00018		AT & T MOBILITY								
	I-829434088X09142010	PT Wildlife Biologist Cell	R	9/29/2010	7.81		006132		7.81	
	Acct#829434088			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		000152		1.01	
00020		AVENUE HARDWARE, INC								
	I-37520	Window Glazing for Rincon PP	R	9/29/2010	77.85		006133			
	1-38181	Glazing for Windows at PP	R	9/29/2010	38,92		006133		116 00	
		oraring for attacks at re	n	3/23/2010	30.52		000133		116.77	
00031		BIG T'S FREIGHTLINER, INC.								
	I-202590055	Repair #81, Utility Truck, PL	R	9/29/2010	4,507.74		006104			
	2 202090000	Repair more control inder, FD	<i>TL</i>	212312010	4,507.74		006134	4	,507.74	
09860		Rob Bragenzer								
	1-2010091501	MM Well CT Reporting	R	9/29/2010	715.00		006135		716 00	
		TT HOLL OF NOPOLOLING		2/23/2010	/15.00		000132		715.00	

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D BANK: AP ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01616	I-092710	FRED BRENEMAN PD 9/19/10-10/2/10	R	9/29/2010	391.00		006136		391.00
00753	C-0745910A D-0745910A I-0745910	CABELA'S MKTG & BRAND MGT INC. Accrue Use Tax Accrue Use Tax Wading Boots/Waders for Fish	R R R	9/29/2010 9/29/2010 9/29/2010	30.19CR 30.19 385.90		006137 006137 006137		385.90
00463	C-03670415 I-03670268	Farm Plan Idler Exchanged Idler for LCRA Maint	R R	9/29/2010 9/29/2010	85.64CR 93.80		006138 006138		8.16
09182	I-092810	CalPERS Educational Forum PERS Forum 2010 Registration	R	9/29/2010	300.00		006139		300.00
02114	1-092110	Casey Cansler Irrigation Controller Rebate	R	9/29/2010	350.00		006140		350.00
01165	I-1216426	CARL WARREN & COMPANY Professional Services 8/10	R	9/29/2010	157.30		006141		157.30
00055	I-001250 Eq#138, Arima	CASITAS BOAT RENTALS Assemble & Install Bimini Top	R	9/29/2010	250.00		006142		250.00
00546	I-0251528IN	COASTAL BUSINESS MACHINES, INC UPS Reconditioning, Telemetry	R	9/29/2010	998.82		006143		998.82
01843	I-305250 I-305420	COASTAL COPY Copier Usage 8/23-9/22 Staples for Kyocera	R R	9/29/2010 9/29/2010	83.05 70.36		006144 006144		153.41
00059	I-S1655207001	COASTAL PIPCO PVC Pipe Fittings, Sludge Beds	R	9/29/2010	73.62		006145		73.62
00062	I-9009629051 I-9009629052	CONSOLIDATED ELECTRICAL Spring Nuts for E & M Fast Acting Fuses, E & M	R R	9/29/2010 9/29/2010	163.61 89.76		006146 006146		253.37
01483	I-643825031	CORVEL CORPORATION Bill Review	R	9/29/2010	23.21		006147		23.21
02034	I-1703 John Deere 210L	Danny Knupp, dba D.K. Mechanic Replace Radiator in Eq#114 E Skiploader	R	9/29/2010	610.10		006148		610.10

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D ACCOUNTS PAYABLE BANK: AP

VENDOF	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00081		DELTA LIQUID ENERGY							
	1-23203567	Propane for Dam Tender's House	R	9/29/2010	202.30		006149		202.30
00488		ELECTRONIC SYSTEMS TECHNOLOGY							
	I-4775	Esteem Modem Repair, Telemetry	R	9/29/2010	288.80		006150		288.80
00415		F.H. PUMPS INC.							
	C-58534	Credit for Inv#58500	R	9/29/2010	223.00CR		006151		
	I-58500	Parts for Coyote Restroom	R	9/29/2010	480.15		006151		
	I-58500A	Correct Inv#58500	R	9/29/2010	0.85		006151		258.00
00095		FAMCON PIPE & SUPPLY							
	I-128618	Warehouse Stock, Gaskets	R	9/29/2010	182.94		006152		
	I-128646	Gaskets for Warehouse Stock	R	9/29/2010	38.97		006152		221.91
				5,25,2020	50.97		000132		221.91
00013		FERGUSON ENTERPRISES INC							
	I-0355586	Valves for Upper Ojai pp Rehab	R	9/29/2010	4,258.55		006153	4	1,258.55
00099		FGL ENVIRONMENTAL							
	I-007455A	Sub Contracted-UCMR2	R	9/29/2010	390.00		006154		
	I-008360A	Inorganic Analysis	R	9/29/2010	284.00		006154		
	I-008362A	Inorganic Analysis	R	9/29/2010	284.00		006154		
	I-008523A	Inorganic Analysis	R	9/29/2010	216.00		006154		
	I-009140A	Bacti Analysis	R	9/29/2010	54.00		006154		
	I-009141A	Inorganic Analysis	R	9/29/2010	61.00		006154	1	,289.00
00104		FRED'S TIRE MAN							
	I-153259	2 Tires for Eg#36, PL	R	9/29/2010	326.83		006155		
	I-153264	4 Tires, Alignment, EO#40, TP	R	9/29/2010	766.91		006155		
	I-153305	Tires for Club Cars #5 & #8	R	9/29/2010	90.66		006155	-	104 40
				5/25/2010	20.00		000133	1	,184.40
00106		FRONTIER PAINT							
	I-F134900	Paint Supplies for Pipelines	R	9/29/2010	73.65		006156		
	I-F135044	Paint for Loading Zone for Lab	R	9/29/2010	38.08		006156		
	I-F135047	Paint Supplies for Pipelines	R	9/29/2010	32.24		006156		
	I-F135169	Paint Tape for Dist Maint	R	9/29/2010	4.64		006156		
	I-F135248	Paint for LCRA	R	9/29/2010	55.95		006156		
	I-F135259	Lettering Kit for Dist Maint	R	9/29/2010	16.13		006156		
	I-F135275	Paint for LCRA Maint	R	9/29/2010	30.27		006156		
	I-F135369	Gloves, Respirator for PP	R	9/29/2010	28.58		006156		279.54
01280		FRY'S ELECTRONICS, INC.							
	I-3465942	Mouse Pad, Cordless Keyboard	R	9/29/2010	54.35		006157		54.35
	Mouse for LCRA	, criators Acrocata		-,, 2010	72.27		000131		24.35

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D BANK: AP ACCOUNTS PAYABLE DATE BANCE: 9/22/2010 THEN 10/06/2010

DATE RANGE:	9/22/2010	THRU 10/	06/2010
-------------	-----------	----------	---------

VENDOR	. I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHE DISCOUNT	CK NO	CHECK STATUS	CHECK AMOUNT
01162	I-90358796	GENERAL CHEMICAL PERFORMANCE Ferric Sulfate for TP	R	9/29/2010	6,727.41	006	158	6	5,727.41
00746	I-439208	GREEN THUMB INTERNATIONAL Grass Seed for LCRA Maint	R	9/29/2010	87.67	006	159		87.67
00121	1-6903103	HACH COMPANY Reagent Pillow Packs, TP	R	9/29/2010	783.87	006	160		783.87
01052	I-01578794 District Mainte	HARBOR FREIGHT Gloves, Containers, Dust Pans mance Crew	R	9/29/2010	65.89	006	161		65.89
01594	I-65062519001 I-65062526001	HIGHWAY TECHNOLOGIES, INC. Cross Walk Tape for LCRA Warning Razor Wire Signs,LCRA	R R	9/29/2010 9/29/2010	96.57 93.65	006 006			190.22
00131	I-483448	JCI JONES CHEMICALS, INC Chlorine for TP, CM#483613	R	9/29/2010	1,587.60	006	163	1	,587.60
01284	I-601064	JOHN PENCE BUILDING Door Parts for Lock Conv, TP	R	9/29/2010	156.96	006:	164		156.96
01272	I-092510	LISA KOLAR Safety Boot Reimbursement	R	9/29/2010	108.25	006:	165		108.25
00138	I-091410	L.A. THOMPSON CONSTRUCTION,INC Haul 2 Loads Residual Solids	R	9/29/2010	460.00	006:	L66		460.00
00145	I-7422	MAGNUM FENCE & SECURITY, INC. Relocate Fence @ Ojai East Res	R	9/29/2010	983.00	006:	L67		983.00
09881	I-1499	Marzulla Law, LLC File #4139.0001 Sept Srvcs	R	9/29/2010	194.32	006:	L68		194.32
01404	I-54296	MCT TRAILERS Parts for Hitch on #28, PP	R	9/29/2010	46.49	0063	L69		46.49
00800	I-420945 I-422134 I-422285 I-422287	MEDIA3 TECHNOLOGIES, LLC Geotrust for LCRA Online Res lakecasitas.info SSL Service casitaswater.org Linux Value lakecasitas.info Linux Value	R R R R	9/29/2010 9/29/2010 9/29/2010 9/29/2010 9/29/2010	149.00 26.85 32.85 32.85	0061 0061 0061 0061	L70 L70		241.55

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE DATE RANGE: 9/22/2010 THRU 10/06/2010

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151		MEINERS OAKS ACE HARDWARE							
	I-399032	Concrete Mix for Canal Wall	R	9/29/2010	132.76		006171		
	1-399245	Elbows, Couplings, LCRA	R	9/29/2010	13.44		006171		
	I-399393	Washers for Canal	R	9/29/2010	2.37		006171		
	I-399476	Mouse Bait, Brush for TP	R	9/29/2010	8.64		006171		
	I-399480	Washers for Walls on Canal	R	9/29/2010	2.37		006171		
	1-399626	Parts for Water Heater	R	9/29/2010	47.11		006171		
	1-399658	Dewalt Saw, Water Heater, LCRA		9/29/2010	606.19		006171		
	I-399763	Power Paint Remover, Dst Maint		9/29/2010	86.59		006171		
	I-399764	Parts to Install Water Heater	R	9/29/2010	50.79		006171		
	1-399767	Primer for LCRA Maint	R	9/29/2010	15.75		006171		
	I-399962	Tarps for Waterpark	R	9/29/2010	113.77		006171		
	1-400200	Bolts & Screws for Bridge, LCRA		9/29/2010	6.50		006171		
	1-400259	Replace Digger for LCRA Maint	R	9/29/2010	30.23		006171		
	1-400262	Utility Knives for Pump Plant	R	9/29/2010	14.16		006171		
	I-400353	Ballasts and Paint Supplies	R	9/29/2010	32.19		006171		
	LCRA Maintenand			<i>J/ M J/ M J Z J</i>	~~~~		000111		
	I-400477	Work Jeans for LCRA Maint	R	9/29/2010	162.31		006171		
	I-400478	Cordless Driver Kit, LCRA Maint		9/29/2010	254.39		006171		
	I-400700	Supplies for Robles	R	9/29/2010	15.45		006171		
	I-K00909	ABS Plugs, Vinyl #s, Maint	R	9/29/2010	20.33		006171		
	I-K01244	Measuring Tape for IT Dept	R	9/29/2010	16.23		006171	1	L,631.57
								_	-,
00143		METTLER TOLEDO, INC.							
	I-15700437990	Balance Calibration Machine/WQ	R	9/29/2010	180.50		006173		180.50
01102		NIAGARA CONSERVATION CORP.							
	I-158326	Showerheads for Water Conserv	R	9/29/2010	803.07		006174		803.07
00486		NORTHERN TOOL & EQUIPMENT							
00100	C-22392965A	Accrue Use Tax	R	9/29/2010	9.90CR		006175		
	D-22392965A	Accrue Use Tax	R	9/29/2010	9.90		006175		
	I-22392965	Jumbo Wagon for Waterpark	R	9/29/2010	119.99		006175		119.99
				572572020			0001/5		112.22
00163		OFFICE DEPOT							
	I-533898362001	Office Supplies	R	9/29/2010	142.54		006176		142.54
00160		OILFIELD ELECTRIC CO, INC							
	I-2008058	Replace Bad Fan Motor, E&M	R	9/29/2010	224.10		006177		224.10
00165		OJAI LUMBER CO, INC							
30203	I-2401407	Duct Tape, Drop Cloth, PP	R	9/29/2010	17.98		006178		17.98
				-,	17.20		0001/0		11.30

10/06/2010 2:45 PM Casitas Municipal Water D ACCOUNTS PAYABLE VENDOR SET: 01 BANK: AP

A/P HISTORY CHECK REPORT

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01464	I-1307	OJAI PRINT WORKS Hosts Uniforms for LCRA	R	9/29/2010	740.43		006179		740.43
00166	I-0084674IN I-0084694IN	ALBERT MILNER DBA Vessel Survey Forms, LCRA Business Cards for LCRA	R R	9/29/2010 9/29/2010	108.79 163.19		006180 006180		271.98
00473	I-34939 I-34965	OJAI VALLEY GLASS Glass for Window at Rincon PP Window for Rincon PP	R R	9/29/2010 9/29/2010	21.65 21.65		006181 006181		43.30
00383	I-91444	ON DUTY UNIFORMS & EQUIPMENT Uniforms for LCRA PSO	R	9/29/2010	257.64		006182		257.64
00952	I-091410 I-092810	PAPA PAPA Seminar 11/2 Oxnard PAPA Seminar 10/28 Bakersfield	R	9/29/2010 9/29/2010	70.00 70.00		006183 006183		140.00
01515	I-042039 I-042040	PASO ROBLES TANK, INC Ojai 4M Res Int Coating Ojai 4M Res Int Coating, Reten	R	9/29/2010 9/29/2010	6,460.00 13,976.25		006184 006184	20	,436.25
00188	I-092810	PETTY CASH Replenish Petty Cash	R	9/29/2010	290.16		006185		290.16
10042		PSR ENVIRONMENTAL SERVICE, INC							290.10
	I-4615 I-4616 I-4638 Adapter Set Un	Inspect Gas Tank, LCRA Inspect Gas Tank, Main Yard Replace PV Vent, Fill Swivel and Perform 36 Month EVR Vapor	R R R	9/29/2010 9/29/2010 9/29/2010	208.00 208.00 1,395.78		006186 006186 006186		
	Gas Tank at LCR I-4639		R	9/29/2010	2,700.00		006186	4	,511.78
01114	C-P2-0195742A D-P2-0195742A I-P2-0195742	Quality Equipment & Spray Accrue Use Tax on Spray Rig Accrue Use Tax Spray Rig Skid Mount Spray Rig, Dst Mnt	R R R	9/29/2010 9/29/2010 9/29/2010	272.42CR 272.42 3,302.00		006187 006187 006187	з	,302.00
00033	I-29295	ROBERT SKEELS & CO. Button Door Lock for TP	R	9/29/2010	394.57		006188	5	394.57
00313	I-41900 I-41901 I-41905 I-41945	ROCK LONG DBA Battery for Eq#28, Maint Truck Service/Repair #23, TP Service/Repair #26, LCRA Replace Filler Hose,Eq#19 LCRA	R R	9/29/2010 9/29/2010 9/29/2010 9/29/2010 9/29/2010	147.28 1,368.92 682.27 116.21		006189 006189 006189 006189	2	,314.68

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D ACCOUNTS PAYABLE

AP BANK:

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01992		Salinas Tree Service							
	I-1830	Trim Trees at Main Gate, Dam	R	9/29/2010	800.00		006190		800.00
02117	I-081710	Mitchel U Silverman M.D. Acct#32842, DOS 8/17/10	R	9/29/2010	1,021.44		006191	:	1,021.44
00204		SOAP MAN DISTRIBUTING OF							
	I-139094	Equipment Grease for Garage	R	9/29/2010	247.89		006192		
	I-51620	Equipment Grease for Garage	R	9/29/2010	247.89		006192		495.78
00215		SOUTHERN CALIFORNIA EDISON							
	I-092210	Acct#2266156405	R	9/29/2010	253.88		006193		
	I-092210A	Acct#2312811532	R	9/29/2010	18.94		006193		
	I-092210B	Acct#2157697889	R	9/29/2010	9,399.55		006193		
	I-092410	Acct#2237011044	R	9/29/2010	22.37		006193	c	9,694.74
								-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
02116		Kenneth Swanson							
	I-091910	Kenneth Swanson	R	9/29/2010	112.00		006194		112.00
00498		BRIAN TAYLOR							
	I-092210	Safety Boot Purchase	R	9/29/2010	115.00		006195		
	I-092810	CDPH Treatment II Courses	R	9/29/2010	247.00		006195		362.00
00405		R.J. THOMAS MFG. CO., INC.							
	C-00138662A	Accrue Use Tax	R	9/29/2010	499.81CR		006196		
	D-00138662A	Accrue Use Tax	R	9/29/2010	499.81		006196		
	I-00138662	Campfire Rings & Hot Coal Bins		9/29/2010	6,058.29		006196	f	5,058.29
00055									
00266	I-821330220	THOMSON WEST Water Code Appendix	R	0/00/0010					
	1-021000220	water code Appendix	R	9/29/2010	75.78		006197		75.78
01662		TYLER TECHNOLOGIES, INC.							
	I-175519	UB Online Monthly Fees	R	9/29/2010	153.00		006198		153.00
00243	I-6051568 District Mainte	VALLEY EQUIPMENT Repair Pull Rope Starter on nance Chainsaw	R	9/29/2010	38.61		006199		38.61
00842	I-217883	Ventura County Reporter Best of Ventura County Ad,LCRA	R	9/29/2010	375.00		006200		375.00
00255	I-083110	VENTURA REGIONAL SANITATION Fees for Disposal of TP Solids	R	9/29/2010	1,134.72		006201	1	,134.72

10/06/2010	2:45	PM
VENDOR SET:	01	Casitas Municipal Water D
BANK:	AP	ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	STATU	CHECK S DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00256	I-96210	VENTURA RENTAL CENTER, INC. Excavator Rental for Robles	R	9/29/2010	685.46		006202		685.46
00258	I-107104	VENTURA STEEL, INC Material for OVPP Base Repair	R	9/29/2010	117.56		006203		117.56
01412	I-Sep 10 End of Season I	AARON WALL Food, Gift Cards for Waterpark Party	R	9/29/2010	258.39		006204		258.39
00663	I-72168454 I-72185646 I-72185649	WAXIE SANITARY SUPPLY Janitorial Supplies, LCRA Janitorial Supplies, LCRA Janitorial Supplies, Dist Ofc	R R R	9/29/2010 9/29/2010 9/29/2010	70.14 1,628.71 311.70		006205 006205 006205	2	,010.55
00271	I-S28193	WEST COAST AIR CONDITIONING Adj A/C Unit from Holiday Mode	R	9/29/2010	65.00		006206		65.00
00826	I-5179	STAN WHISENHUNT DBA Print Brochures for LCRA	R	9/29/2010	4,357.64		006207	4	,357.64
01500	I-0510000	WORKRITE Safety Shirts for TP	R	9/29/2010	132.58		006208		132.58
00277	I-34590292	ZEE MEDICAL SERVICE CO. First Aid Supplies, LCRA & DO	R	9/29/2010	323.23		006209		323.23
1	1-000201009270326	William Collins UB Refund	R	9/29/2010	33.60		006210		33.60
1	I-000201009270328	Rhonda Callahan UB Refund	R	9/29/2010	36.39		006211		36.39
1	1-000201009270327	Jesus Rodriguez UB Refund	R	9/29/2010	5.57		006212		5.57
1	I-000201009290329	Natures Image Inc UB Refund	R	9/29/2010	33.93		006213		33.93
00004	I-Oct 10	ACWA HEALTH BENEFITS AUTHORITY Oct 10 Health Insurance	R	10/06/2010	92,346.27		006214	92,	,346.27
01985	I-100110	AFLAC/FLEX ONE Reimburse Medical 2010	R	10/06/2010	90.00		006215		90.00

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D BANK: AP ACCOUNTS PAYABLE DATE RANGE: 9/22/2010 THRU 10/06/2010

:	9/22/2010	THRU	10/06/2010	

VENDOR	R I.D.	NAME	STATU	CHEC S DAT		DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00011	I-100900847101	ALERT COMMUNICATIONS Call Center 10/10	R	10/06/201	.0 212.00		006216		212.00
09569	I-212609700	ALLCABLE Patch 25ft for IT Dept	R	10/06/201	.0 8.70		006217		8.70
01153	I-Sep 10	RUSS BAGGERLY Reimburse Mileage 09/10	R	10/06/201	.0 65.50		006218		65.50
00032	I-101792	BIOVIR LABORATORIES, INC Giardia/Crypto 8/26/10	R	10/06/201	.0 390.00		006219		390.00
00463	I-03671094	Farm Plan Spindle for Riding Mower,CampA	R	10/06/201	.0 63.12		006220		63.12
01498	I-P025000SN	CAL/OSHA Annual Records Audit, WP	R	10/06/201	.0 125.00		006221		125.00
01165	I-1225889	CARL WARREN & COMPANY Professional Services 9/10	R	10/06/201	.0 257.40		006222		257.40
00511	I-022610	Community Memorial Hospital DOS 2/26/10 Claim#10-80304	R	10/06/201	0 56.93		006223		56.93
00062	I-9009630173	CONSOLIDATED ELECTRICAL Processors for Upper Ojai PP	R	10/06/201	0 6,984.20		006224	6	5,984.20
00331	I-70307	COORDINATED WIRE ROPE Cables for Boating System	R	10/06/201	0 3,300.00		006225	3	,300.00
01483	I-643825591	CORVEL CORPORATION Bill Review	R	10/06/201	0 151.75		006226		151.75
01764	I-67539	CSG Systems, Inc. UB Mailing, 8/25/10	R	10/06/201	0 952.48		006227		952.48
00081	I-23203624	DELTA LIQUID ENERGY Fill Propane Tank, Showers	R	10/06/201	0 346.27		006228		346.27
00182	I-0000539IN	DEWITT PETROLEUM Gas for LCRA	R	10/06/201	0 1,877.20		006229	1	,877.20
00662	I-IX10279	Diamond A Equipment Air Filters for Mowers	R	10/06/201	0 74.12		006230		
	#277 & #284 I-IX10712	Snap Rings for Riding Mower	R	10/06/201	0 1.63		006230		75.75

10/06/2010 2:45 PM VENDOR SET: 01 C Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE DATE RANGE: 9/22/2010 THRU 10/06/2010

VENDOR	I.D.	NAME	STATU	CHECK IS DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00085	I-343856 For Portable Wa	DON'S INDUSTRIAL SUPPLIES, INC Clamp and Hose Fittings ter Pump at Canal	R	10/06/2010	61.77		006231		61.77
01595	I-092710	MARTIN HENDERSON DBA Tow #29 to Rock Longs, Maint	R	10/06/2010	50.00		006232		50.00
00095	I-128339 I-129105	FAMCON PIPE & SUPPLY 8" Clamp for Pipeline Valve, Handwheel for Pipelines	R R	10/06/2010 10/06/2010	254.39 622.44		006233 006233		876.83
00099	I-008639A	FGL ENVIRONMENTAL Organic Analysis	R	10/06/2010	713.00		006234		713.00
00096	I-110124333	FIREMASTER - LOS ANGELES REG. Fire Extinguisher, Warehouse	R	10/06/2010	126.65		006235		126.65
00104	I-153512 I-153571 at Coyete Creek	FRED'S TIRE MAN Flat Repair #15, O & M Disposal Fee for Dumped Tires Flock/Gauging Station	R R	10/06/2010 10/06/2010	30.00 91.00		006236 006236		121.00
01280	1-3478110	FRY'S ELECTRONICS, INC. Copier for Treatment Plant	R	10/06/2010	869.99		006237		869.99
00522	I-092910	TROY GARST Safety Boot Purchase	R	10/06/2010	115.00		006238		115.00
00216	I-092810 I-092810a	THE GAS COMPANY Acct#18231433006 Acct#00801443003	R R	10/06/2010 10/06/2010	64.50 472.62		006239 006239		537.12
00746	I-437917	GREEN THUMB INTERNATIONAL Plants for Fair Booth Display	R	10/06/2010	137.13		006240		137.13
01772	1-100110	HASAN CONSULTANTS, MOHAMMED A. Rincon 2M Pipeline Design	R	10/06/2010	22,260.00		006241	22	2,260.00
01594	1-65063486001	HIGHWAY TECHNOLOGIES, INC. Metal Reflectors, Dist Maint	R	10/06/2010	123.98		006242		123.98
00888	I-5265	Hydro-Guard Adapters for Water Quality	R	10/06/2010	17.30		006243		17.30

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D DATE RANGE: 9/22/2010 THRU 10/06/2010

BANK:	AP	ACCOUNTS	PAYABLE

WIG	KANGE:	9/22/2010	THKO	T0/08/20T0	

VENDOF	R I.D.	NAME	STATU	CHECK JS DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00125	I-246324122	IDEXX DISTRIBUTION CORP Lab Testing Supplies	R	10/06/2010	895.77		006244		895.77
00127	1-00114368	INDUSTRIAL BOLT & SUPPLY Bolts for Upper Ojai PP	R	10/06/2010	203.86		006245		203.86
00131	I-484135	JCI JONES CHEMICALS, INC Chlorine for TP, CM#484284	R	10/06/2010	1,587.60		006246]	,587.60
01022	I-100220130	KELLY CLEANING Janitorial Services, LCRA	R	10/06/2010	300.00		006247		300.00
00140	I-1016164487	LAB SAFETY SUPPLY, INC Hard Hat for E & M	R	10/06/2010	30.99		006248		30.99
01270	I-Sep 10	SCOTT LEWIS Reimburse Expenses 9/10	R	10/06/2010	953.03		006249		953.03
00151	I-397332 I-399219 I-399225 I-401300 I-401373 I-401391 I-401722 Tape and Silico I-K00930 I-K00933	MEINERS OAKS ACE HARDWARE Twine for Fisheries Pipe Strap for Pipelines Chlorine and Cleaner for PP Shovel, Plumbing Parts, Maint Tissue Holder for Matilija #2 LCRA Maint Supplies Primer, Paint Spout for WP one for Dist Maint 30 Amp Recepticle for B Camp New Door Knob for Engineering	R R R R R R R R R R R	10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010	7.29 14.90 24.88 34.56 3.73 44.29 41.87 16.32 12.80		006250 006250 006250 006250 006250 006250 006250 006250		200.64
00980	I-CF7767	MISCO Chlorine Analyzer Maint, TP	R	10/06/2010	111.57		006251		111.57
00163	I-534978432001	OFFICE DEPOT Office Supplies	R	10/06/2010	32.66		006252		32.66
00165	I-2401529 I-2401700 I-2401707	OJAI LUMBER CO, INC Fence Posts for 4M Reservoir Concrete for Sign at 4M PP Concrete for Sign at 4M PP	R R R	10/06/2010 10/06/2010 10/06/2010	24.81 6.47 19.42		006253 006253 006253		50.70
00166	I-0084687IN	ALBERT MILNER DBA Print Cafe Passes	R	10/06/2010	716.62		006254		716.62

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D BANK: AP ACCOUNTS PAYABLE

VENDOR	: I.D.	NAME	STAT		ECK ATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00169		OJAI VALLEY SANITARY DISTRICT								
	I-12673	Cust#20594	R	10/06/2		150.63		006255		
	I-12758	Cust#52921	R	10/06/20	010	50.21		006255		200.84
01334		POWER MACHINERY CENTER								
	I-E61116	Club Car Lease	R	10/06/20	010	760.92		006256		
	I-E61132	Club Car Lease	R	10/06/20		1,009.15		006256		
	I-E61145	Club Car Lease	R	10/06/20		1,009.15		006256		
	I-W23184	PM Service, Club Car A	R	10/06/20		63.47		006256		
	I-W23185	PM Service, Club Car B	R	10/06/20		63.47		006256	2	2,906.16
01439		PRECISION POWER EQUIPMENT								
01435	I-1475	Repair Rope on Chainsaw	R	10/06/20	010	15.00		006257		15.00
						10100				15.00
00033		ROBERT SKEELS & CO.								
	I-29919	Pushbar Exit Device, Comp Room	R	10/06/20)10	734.69		006258		734.69
00313		ROCK LONG DBA								
	I-42013	Lube and Oil Change, #15, O&M	R	10/06/20	010	67.37		006259		67.37
01363		ON DIRGO DI MONTOS TUS								
01363	I-236556	SAN DIEGO PLASTICS, INC Robles Brush Spoilers	R	10/06/20	10	310.91		006260		210 01
		25% added to invoice	к	10/00/20	10	310.91		000200		310.91
00213		SERVICEMASTER COMMERCIAL								
	I-24610	Janitorial Servcies, Dist Ofc	R	10/06/20)10	1,032.00		006261	1	L,032.00
02117		Mitchel U Silverman M.D.								
	I-090810	DOS 8/19/10, 8/21/10	R	10/06/20)10	212.04		006262		212.04
	Claim#08-66146									
00215		SOUTHERN CALIFORNIA EDISON								
00215	I-092810	Acct#2210507034	R	10/06/20	חדו	17,032.47		006263		
	I-092910	Acct#2210503702	R	10/06/20		9,876.39		006263		
	1-100110	Acct#2237789169	R	10/06/20		21.84		006263		
	I-100110A	Acct#2210505426	R	10/06/20		4,253.81		006263		
	I-100110B	Acct#2210505420	R	10/06/20		4,253.81				
	I-100110B	Acct#2269631768	R	10/06/20		20.14		006263 006263	100	3,072.21
	1 100210	11666442203032700	**	10/00/20	110	20.14		000203	190	5,072.21
00225		UNDERGROUND SERVICE ALERT								
	I-920100088	177 New Tickets	R	10/06/20	10	265.50		006264		265.50
01510		UTILITY SUPPLY GROUP								
	C-26985A	Accrue Use Tax	R	10/06/20	10	18.76CR		006265		
	D-26985A	Accrue Use Tax	R	10/06/20		18.76		006265		
	I-26985	30 Amp Electrical Receptacle	R	10/06/20		240.46		006265		240.46
1		• · · · · · · · · · · · · · · · · · · ·				= = = = = = = = = = = = =				

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	STATU	CHECK IS DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00246	I-1024618 I-R003307	VENTURA COUNTY AIR POLLUTION Permit, Main Yard Gas Tank Fees for Testing Fuel Tanks	R R	10/06/2010 10/06/2010	525.00 210.00		006266 006266		735.00
02113	I-092310	Ventura County Watershed Prote Shared Cost, Fresno Canyon	R	10/06/2010	6,200.00		006267		б,200.00
00257	I-093010 I-093010A	VENTURA RIVER COUNTY WATER Cust#05-37500A Cust#03-50100A	R R	10/06/2010 10/06/2010	69.34 26.57		006268 006268		95.91
00536	1-201416	Louis M. Nagy dba Senior Canyon Upgrade	R	10/06/2010	5,170.55		006269	:	5,170.55
00663	I-72194026 I-72204254 I-72211956	WAXIE SANITARY SUPPLY Janitorial Supplies, LCRA Janitorial Supplies, LCRA Janitorial Supplies, LCRA	R R R	10/06/2010 10/06/2010 10/06/2010	253.31 8.77 60.62		006270 006270 006270		322.70
00124	I-CUI201010040330 I-DCI201010040330 I-DI%201010040330	ICMA RETIREMENT TRUST - 457 457 CATCH UF DEFERRED COMP FLAT DEFERRED COMP PERCENT	R R R	10/06/2010 10/06/2010 10/06/2010	423.08 2,203.86 85.53		006271 006271 006271	:	2,712.47
01960	I-MOR201010040330	Moringa Community PAYROLL CONTRIBUTIONS	R	10/06/2010	16.75		006272		16.75
00985	I-CUN201010040330 I-DCN201010040330 I-DN%201010040330	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP DEFERRED COMP FLAT DEFERRED COMP PERCENT	R R R	10/06/2010 10/06/2010 10/06/2010	423.08 4,328.90 85.53		006273 006273 006273	4	4,837.51
00180	I-UND201010040330	S.E.I.U LOCAL 721 UNION DUES	R	10/06/2010	610.50		006274		610.50
00230	I-UWY201010040330	UNITED WAY PAYROLL CONTRIBUTIONS	R	10/06/2010	45.00		006275		45.00
1	1-000201010060337	James Biava UB Refund	R	10/06/2010	35.00		006276		35.00
1	1-000201010060338	Troy Farmer UB Refund	R	10/06/2010	9.90		006277		9.90

10/06/2010 2:45 PM VENDOR SET: 01 Casitas Municipal Water D ACCOUNTS PAYABLE BANK: AP DATE R

00128

I-T1 201009200325

I-T3 201009200325

I-T4 201009200325

42,413.62

DATE RANGE: 9/22/2010 THRU 10/06/2010									
VENDOF	R I.D.	NAME	STAT	CHECK US DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-000201010060336	Edward Salazar UB Refund	R	10/06/2010	35.00		006278		35.00
1	1-000201010060339	Kim Sentinella UB Refund	R	10/06/2010	35.00		006279		35.00
1	1-000201010040331	Wachovia Mortgage UB Refund	R	10/06/2010	49.65		006280		49.65
1	I-000201010040332	Wachovia Mortgage UB Refund	R	10/06/2010	54.64		006281		54.64
1	I-000201010050334	Ownit Mtg Loan UB Refund	R	10/06/2010	60.00		006282		60.00
00048	I-100610	STATE OF CALIFORNIA State Water Plan Payment	R	10/06/2010	226,981.00		006283	226	5,981.00
00234	I-100610 I-100610A	UNITED WATER CONSERVATION State Water Plan Payment Flexible Storage	R R	10/06/2010 10/06/2010	13,030.09 3,784.00		006284 006284	16	5,814.09
00949	I-100610 I-100610A	CITY OF VENTURA Flexible Storage State Water Plan Payment	R R	10/06/2010 10/06/2010	7,568.00 26,060.19		006285 006285	33	,628.19
00128	I-T1 201010040330 I-T3 201010040330 I-T3 201010050333 I-T4 201010040330 I-T4 201010040333	INTERNAL REVENUE SERVICE Federal Withholding FICA Withholding FICA Withholding Medicare Withholding Medicare Withholding	ם ם ם ם	10/06/2010 10/06/2010 10/06/2010 10/06/2010 10/06/2010	18,400.00 18,817.48 19.56 4,769.76 4.58		100601 100601 100601 100601 100601		2,011.38
00049	I-T2 201010040330	STATE OF CALIFORNIA State Withholding	D	10/06/2010	7,238.94		100602		,238.94
00187	I-PER201010040330 I-PRR201010040330	CALPERS PERS EMPLOYEE PORTION PERS EMPLOYER PORTION	ם ם	10/06/2010 10/06/2010	9,619.20 10,241.89		100603 100603	19	,861.09

9/22/2010

9/22/2010

9/22/2010

18,097.84

19,459.46

4,856.32

922101

922101

922101

D

D

D

INTERNAL REVENUE SERVICE

Federal Withholding

Medicare Withholding

FICA Withholding

	s Municipal Water D TS PAYABLE	A/P HISTO	DRY CHECK REPO	RT		PAGE: 17
VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
00049 I-T2 201009200325	STATE OF CALIFORNIA State Withholding	D	9/22/2010	7,060.57	922102	7,060.57
00187 I-PER201009200325 I-PRR201009200325	CALPERS PERS EMPLOYEE PORTION PERS EMPLOYER PORTION	D D	9/22/2010 9/22/2010	9,350.14 9,961.13	922103 922103	19,311.27
* * T O T A L S * * REGULAR CHECKS: HAND CHECKS: DRAFTS: EFT: NON CHECKS:	NO 174 0 6 0 0			CHECK AMOUNT 841,177.23 0.00 137,896.87 0.00 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	TOTAL APPLIED 841,177.23 0.00 137,896.87 0.00 0.00
VOID CHECKS:	0 VOID DEBIT VOID CREDI		0.00 0.00	0.00	0.00	0.00
TOTAL ERRORS: 0						
VENDOR SET: 01 BANK: A	AP TOTALS: 180			979,074.10	0.00	979,074.10
BANK: AP TOTALS:	180			979,074.10	0.00	979,074.10
REPORT TOTALS:	181			979,074.10	0.00	979,074.10

CIGH5860 Lost, Reissued on UL+6118

(00.65) 979,002.10

Casitas Municipal Water District Reimbursement Disclosure Report (1) Fiscal Year 2010/11 July 1, 2010-September 30, 2010

	Board of Director/			
Date paid	Employee	Description	An	nount Paid
7/8/10	Gerardo Herrera	Renew T2 Certification	\$	110.00
7/8/10	Gerardo Herrera	Safety Boot Purchase	\$	115.00
7/14/10	Scott Lewis	College Tuition (Spring Term)	\$	1,514.27
7/14/10	Scott Lewis	Airfare to CMWD 7/12-7/16	\$	427.40
7/14/10	Scott Lewis	CA Fish & Game Scientific Permits	\$	268.50
		Roundtrip Personal Vehicle Mileage-SHRM-		
7/22/10	Rebekah Vieira	San Diego 6/27-6/30	\$	139.20
7/22/10	Ron Yost	Possessory Tax (Dam Tender House)	\$	515.10
8/11/10	Scott Lewis	Lodging CMWD 7/12-7/16	\$	351.96
8/11/10	Scott Lewis	Fish Sampling Equipment	\$	137.70
8/11/10	Scott Lewis	Car Rental 7/12-7/16	\$	538.32
8/11/10	Scott Lewis	Computer Repair	\$	196.99
9/1/10	Carol Belser	Advance for CPO Course	\$	201.48
9/1/10	Dale Godfrey	Advance for CPO Course	\$	152.53
9/1/10	Willis Hand	Safety Boot Purchase	\$	104.95
9/8/10	Scott Lewis	Airfare to CMWD 8/23-8/27	\$	532.80
9/8/10	Scott Lewis	Lodging CMWD 8/23-8/27	\$	351.96
9/8/10	Scott Lewis	Car Rental 8/23-8/27	\$	174.60
9/8/10	Scott Lewis	Airfare to CMWD 9/13-9/17	\$	362.80
9/8/10	Rebekah Vieira	Hoses for LCRA Maintenance	\$	105.43
9/16/10	Aaron Wall	Advance for World Waterpark Assn Conf	\$	2,186.00
9/22/10	John Parlee	Safety Boot Purchase	\$	102.83
9/22/10	Luke Soholt	Safety Boot Purchase	\$	115.00
9/29/10	Lisa Kolar	Safety Boot Purchase	\$	108.25
9/29/10	Brian Taylor	Safety Boot Purchase	\$	115.00
9/29/10	Brian Taylor	CDPH Treatment II Courses	\$	247.00
9/29/10	Aaron Wall	Food, Gift Cards for End of Season Party	\$	258.39

Note:

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

CASITAS MUNICIPAL WATER DISTRICT Inter-Office Memorandum

DATE: September 20, 2010

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Water Resources Committee Meeting of September 20, 2010

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

- 1. **<u>Roll Call</u>**. Director Baggerly and Director Word. Staff Ron Merckling. Public Matt Bryant, Ventura River County Water District.
- 2. **Public Comments**. None.

3. Board Comments. None.

4. Manager Comments.

The General Manager stated that the United Water Conservation District has requested to take delivery of 575 acre-feet of Casitas' 2010 State Water deliveries and is willing to pay Casitas \$17.50. United needs the additional water in November 2010 in order to meet its obligations to Port Hueneme. In order to do so, the paperwork for the delivery must be filed by early October 2010. Time is of the essence. This temporary transfer has occurred in the past without money being exchanged between agencies, but it is recognized that at least the prevailing turn-back pool cost is acceptable at his time. This temporary transfer will not impact the current progress to find other buyers for the 2010 water. Staff and consultants are still working on a 1+1 transfer to Palmdale, although there is resistance to this transfer at the Department of Water Resources. The Committee concurred with the General Manager's action to assist United at this time.

5. Discussion regarding the Urban Water Management Plan.

Mr. Merckling reported on the progress in developing the 2010 Urban Water Management Plan. Director Baggerly suggested that the recommendation to collect flushing water be struck from the plan due to its problematic implementation. Several more suggested changes were discussed in the Committee meeting.

Mr. Merckling stated that it is highly likely that the filing date will be extended to July 1, 2011, which should be adequate time to get the UWMP completed. It was also noted that new standards and requirements for the Plan are likely to come from the State and be incorporated into the 2010 Plan.

6. Water Survey grant with the City of Oxnard.

Mr. Merckling reported that joint effort to obtain a water survey grant through Prop 84

grant funding made it through the initial round of project approvals at the County level. A MOU agreement is to be brought to the Board for consideration. The grant will focus on a region-wide water use efficiency program, specifically landscape irrigation system improvements. The Casitas cost share after grant reimbursements for the three-year program is \$12,700. The MOU agreement and cover memorandum will be moved forward to the Board.

7. Review of City of Ventura agreement.

The General Manager shared the City of Ventura water certification letter with the Committee, noting that the City's purchase from Casitas was 6001.68 acre-feet while the out-of-district balance is stated as 771.54 acre-feet. The General Manager had met with City management in August 2010 to discuss the agreement and the priority to match in-district demands without resulting in out-of-district water deliveries. It was probably known at that time that there was an over-purchase guided on the basis of meeting the 6000 acre-foot take or par requirement of the agreement. Director Word stated that given there was not extraneous circumstances as in previous years, the District should charge the City for the out-of-district water deliveries. The General Manager will proceed with further negotiations with the City to resolve the issues of the 1995 agreement.

8. Rotary partnership regarding water education grant.

Mr. Merckling suggested additional participation by the District in the Rotary's efforts to provide water education to local youth. Ways to participate are to apply for water education grants through Casitas, participate in education fairs, and purchase water chemistry sets. The Committee expressed appreciation to the Rotary Club for their continued efforts in youth water education programs.

CASITAS MUNICIPAL WATER DISTRICT Inter-Office Memorandum

DATE: October 6, 2010

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Recreation Committee Meeting of October 4, 2010

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

- 1. <u>**Roll Call**</u>. Directors Baggerly and Hicks Staff – PSM Carol Belser Public – Gary Wolfe
- 2. **Public comments**. None.

3. Board/Management comments.

Staff reported on the letter by Congressman Elton Gallegly in assisting with a determination on the recreation agreement status.

Staff reported that the Chill Cook-off did occur during the first weekend of October. Attendance seem light, noting that there were several other events in Ventura and Carpinteria on the same day.

4. Discussion regarding User Fees.

Carol Belser shared with the Committee the FY 2009-10 financial statements, the schedule of user fees and charges, a comparison of fees for other recreation areas, and a pie chart of the revenue sources for the Lake Casitas Recreation Area. In general, the Committee felt that with the current economic stresses, competition for recreational dollars with other recreational areas, and a near balance between expenses and revenues, that no changes would be suggested by the committee. Carol Belser suggested that the fees charged for trailer storage are behind that charged by others, and that the Committee should consider a small change in trailer storage fees. The trailer storage area has been full and there is a waiting list to get into the area. This suggestion may come before the Board after further assessment by staff.

5. Fish purchase bid update.

Carol Belser reported that staff has received three bids for providing trout to Lake Casitas. Staff are reviewing each bid and in contact with the lowest bidder to determine if there are any issues with fish being delivered from Nebraska. The Committee reviewed concerns regarding fish mortality, invasive species certification (quagga and zebra mussel contamination). Staff will provide a recommendation to the Board.

6. <u>Sewage pump purchase which is an unbudgeted replacement.</u>

Because this item is unbudgeted and not an emergency, staff are bringing this recommendation for pump replacement purchase to the Committee and Board for approval of the expenditure. The ten year old pumps are in need of replacement as soon as possible. One pump is operable, but if it fails, the Coyote Ramp restrooms are inoperable. Ten years is more than the expected life of such a sewage pump, and more regular maintenance and replacement of these pumps should be programmed into the park maintenance schedule. The Committee concurred that this item be moved to the Board's consent agenda and staff move forward with the pump replacement.

7. Incidents and Comments.

The Committee commented on the recent "Thumps-down" in the Ojai Valley News regarding the entrance fee to go to the café and the lack of parking at the entrance gate. Mr. Gary Wolfe commented that the fee arrangement has been working well and eliminated most of the abuse of the café pass. Customers are coming to the café to buy a meal and get credit based on the entrance fee. There are no suggestions to changing the current parking configuration at the park entrance.

CASITAS MUNICIPAL WATER DISTRICT INTEROFFICE MEMORANDUM

то:	STEVE WICKSTRUM, GENERAL MANAGER
FROM:	NEIL COLE, CIVIL ENGINEER
SUBJECT:	AWARD CONTRACT-FENCE UPGRADE AT LAKE CASITAS SPECIFICATION 10-331
DATE:	SEPTEMBER 27, 2010

RECOMMENDATION:

It is recommended that the Board of Directors adopt the resolution accepting the proposal submitted by the lowest responsible bidder and award the contract for the construction of the Fence Upgrade at Lake Casitas Recreation Area, Specification 10-331 to Lightning Fence Co Inc. of Poway in the amount of \$106,204. It is further recommended that the President of the Board execute the agreement for said work and the Board authorize staff to proceed with the administration of the contract.

BACKGROUND AND DISCUSSION:

The project will replace the existing barbed wire fence with a 6 foot high PVC coated chain link fence topped with barbed wire. The new fence will begin at the trailer storage area and continue along Santa Ana Road to near the saddle dam. The chain link fence will be stopped and the existing barbed wire will remain in several low and high spots to facilitate animal passage. The fence will provide additional security and reduce the chances of unauthorized vehicles and vessels from entering the lake.

The project was advertised through F.W. Dodge. Five bidders submitted proposals. The bid results, including the additive alternate for the PVC coated fence fabric are

FIRM	AMOUNT
Lightning Fence	\$106,204
Magnum Fence	\$107,089
Guardian Fence	\$131,833
Watkins Fence	\$150,499
Newtech Engineering	\$162,732

Lightning Fence Co Inc. has a current and valid contractor's license and has completed similar projects.

NEPA and CEQA have been completed on the project.

The FY 2010-11 Budget allocated \$140,000 to install the new fence.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION AWARDING A CONTRACT FOR THE FENCE UPGRADE AT LAKE CASITAS RECREATION AREA SPECIFICATION NO. 10-331

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

WHEREAS, the District received five bids,

WHEREAS, Lightning Fence Co. Inc submitted the low bid in the amount of \$106,904,

WHEREAS, CEQA and NEPA have been completed for the project,

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

1. That the proposal from Lightning Fence Co Inc. is responsive.

2. That the proposal from Lightning Fence Co Inc. in the amount of \$106,904 is accepted for the Fence Upgrade at Lake Casitas Project, Specification No. 10-331 and a contract awarded.

3. That staff is hereby authorized and directed to proceed with the administration of the contract with Lightning Fence Co Inc.

ADOPTED this ______ day of ______, 2010.

President, Casitas Municipal Water District

ATTEST:

Secretary, Casitas Municipal Water District

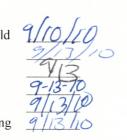
Casitas Municipal Water District Fence Replacement at Lake Casitas Recreation Area

South-Central California Area Office

Date: September 10, 2010

To:

Wildlife Biologist Natural Resources Specialist Secretary Chief, Resources Division Deputy Area Manager Natural Resources Specialist SCC 424 SCC 411 SCC 411 SCC 411 SCC 101 SCC 400 SCC 400 SCC 402 SCC 416 SCC 416 SCC 416 SCC 417 SCC 416 SCC 417 SCC 41



Cost Authority Number: A20-0805-4997-000-00-0 From: Michael Inthavong

Subject: Review and signing of Categorical Exclusion Checklist

Please review the attached CEC and route it according to the order on the list. When your review is finished, please date, initial and sign on the last page. However, if you have comments or questions please contact the Environmental Team or the proponent of the action. When everyone has signed the CEC, please return it to Michael Inthavong.

Thank you.

Ready for Central Files

9/13/2010

Copies to:

MP-3730 (1 Copy) Project Lead (1 Copy): Jack Collins – SCC-452 RMD Files (E-Copy): Project Proponent (1 Copy):

CATEGORICAL EXCLUSION CHECKLIST Casitas Municipal Water District Fence Replacement at Lake Casitas Recreation Area

South-Central California Area Office

August 24, 2010

Purpose and Need for Action: The Bureau of Reclamation (Reclamation), on behalf of Ventura County and Casitas Municipal Water District (CMWD), built Casitas Dam in 1959. As a result, Lake Casitas was created along with a developed recreation area at the north end of the lake, collectively known as the Lake Casitas Recreational Area. Reclamation owns Casitas Dam and the lands surrounding the lake, while CMWD is the operations and maintenance entity. Lake Casitas is located in Ventura County, California (Figure 1).

Lake Casitas is a drinking water reservoir so no body contact (swimming) or dumping is allowed. Currently, three-tier barbed-wire fencing is in place along Santa Ana Road on the northern shore to prevent unauthorized use and access of the lake. Due to age and vandalism, the barbed wire fencing is broken down in most areas and is no longer effective and needs to be replaced. The purpose of the Proposed Action is to prevent unauthorized use of the lake in order to protect the water quality.

Proposed Action: On Reclamation's behalf, CMWD proposes to replace approximately 5,800 linear feet of barbed wire fencing with 6-foot high chain link fencing along Santa Ana Road on the northern shore of Lake Casitas. In general, the new fence would take up the same footprint as the existing barbed wire fencing and would follow Santa Ana Road, beginning at the trailer storage area and continue eastward to the property line near the saddle dam (Figures 1 and 2). The new chain link fencing would be topped with barbed wire and the posts would be secured in a 12-inch hole, 36 inches deep, and filled with concrete (Figure 3).

Equipment to be used includes: hand tools, auger mounted truck/tractor; pick-up trucks; a dump truck; and a concrete truck. The Proposed Action would begin as soon as approved and would take approximately 4 weeks to complete.

Environmental commitments related to the Proposed Action are included below.

Exclusion Category: 516 DM 14.5 D (1) Maintenance, rehabilitation, and replacement of existing facilities which may involve a minor change in size, location, and/or operation.

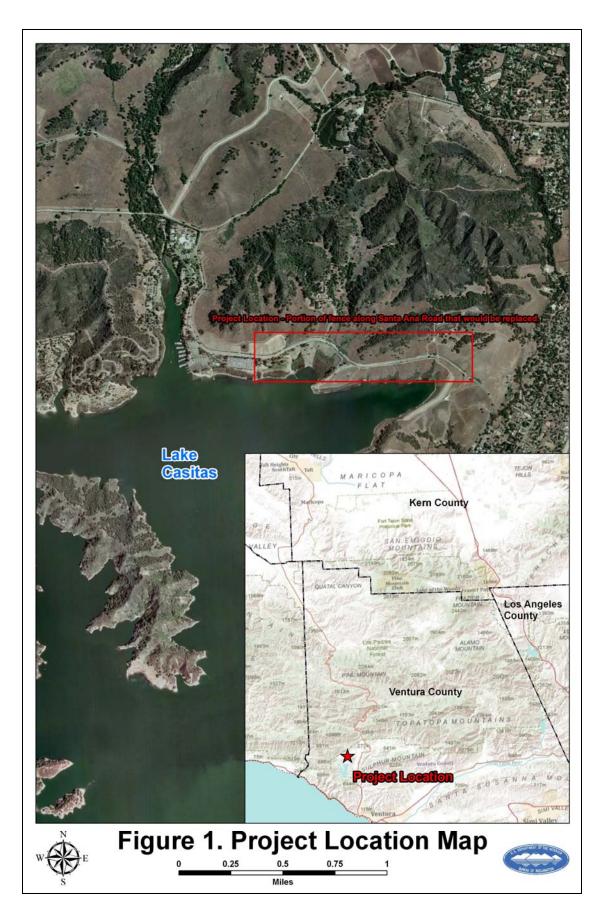




Figure 2. Overview of the fence replacement portion along Santa Ana Road

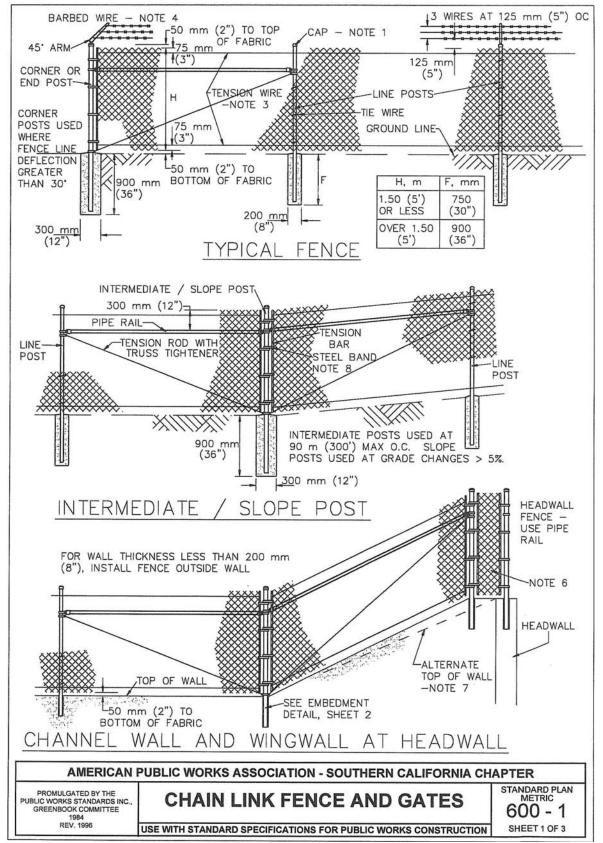


Figure 3. Diagram of standard chain link fencing to be installed

Evaluation of Criteria for Categorical Exclusion

1. This action would have a significant effect on the quality of the human environment.	No <u>X</u>	Uncertain	Yes
2. This action would have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources.	No <u>X</u>	Uncertain	Yes
Evaluation of Exemptions to Actions within C	ategorical Ex	clusion	
1. This action would have significant impacts on public health or safety.	No <u>X</u>	Uncertain	Yes
2. This action would have significant impacts on such natural resources and unique geographical characteristics as historic or cultural resources; parks, recreation, and refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; national monuments; migratory birds; and other ecologically significant or critical areas.	No <u>X</u>	Uncertain	Yes
3. This action would have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No <u>X</u>	Uncertain	Yes
4. This action would establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.	No <u>X</u>	Uncertain	Yes

5. This action would have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No <u>X</u>	Uncertain	Yes
6. This action would have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by the bureau (in coordination with a Reclamation cultural resources professional).	No <u>X</u>	Uncertain	Yes
7. This action would have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated critical habitat for these species.	No <u>X</u>	Uncertain	Yes
8. This action would violate a Federal, State, local, or tribal law or requirement imposed for protection of the environment.	No <u>X</u>	Uncertain	Yes
9. This action would affect Indian Trust Assets (ITA) (To be completed by Reclamation official responsible for ITA).	No <u>X</u>	Uncertain	Yes
10. This action would have a disproportionately high and adverse effect on low income or minority populations.	No <u>X</u>	Uncertain	Yes
11. This action would limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites.	No <u>X</u>	Uncertain	Yes

Yes

Uncertain

12. This action would contribute to the
introduction, continued existence, or spread
of noxious weeds or non-native invasive
species known to occur in the area or actions
that may promote the introduction, growth,
or expansion of the range of such species.NoX

NEPA Action:Categorical Exclusion XEAEIS

Environmental commitments, explanation, and/or remarks:

⊠Yes	□No	Environmental commitments are	e required and attached.
------	-----	-------------------------------	--------------------------

San Joaquin Kit Fox Avoidance and Minimization Measures

Giant Garter Snake Avoidance and Minimization Measures

California Tiger Salamander Avoidance and Minimization Measures

California Red-Legged Frog Avoidance and Minimization Measures

 \boxtimes Other:

CMWD is considering installing vinyl-coated chain link fencing in either a green or brown color in order to minimize any potential visual/aesthetic impacts.

In some areas where the existing barbed-wire fencing is still functional across drainages and high points, the barbed-wired fencing would be left in place in order to facilitate animal passage.

Prepared by:

Michael Inthavong

Date: August 24, 2010

South-Central California Area Office

Regional Archeologist concurrence with Item 7: See Attachment.

ITA Designee concurrence with Item 10: See Attachment.

Concur:

Date:

Wildlife Biologist, South-Central California Area Office

Concur:

Date:

Supervisory Natural Resources Specialist, South-Central California Area Office

Concur:

Date:___

Chief, Resources Management Division, South-Central California Area Office

Approved:

13 Date:

Deputy Area Manager, South-Central California Area Office

Inthavong, Michael T

From: Sent: To: Subject: McDonald, Shauna A Tuesday, August 24, 2010 4:48 PM Inthavong, Michael T FW: ESA Review (CEC-10-69)

Hi Michael. I reviewed this proposed CEC for Reclamation's proposed action of having CMWD (on our behalf) replace approximately 5,800 linear feet of barbed-wire fencing with 6-foot high chain link fencing along Santa Ana Road on the northern shore of Lake Casitas. This area is immediately next to the lake and a review of CNDDB data and the aerial photo with the CEC indicates that no special-status species would be expected to occur in the action area. Therefore, there would be no impacts on Federally listed on proposed species or critical habitat.

Thanks.

Shauna A. McDonald Wildlife Biologist Bureau of Reclamation South-Central California Area Office Fresno, CA 93721 (559) 487-5202 (559) 487-5397 (fax) <u>smcdonald@usbr.gov</u>

From: Hyatt, David E Sent: Tuesday, August 24, 2010 4:09 PM To: McDonald, Shauna A Subject: ESA Review (CEC-10-69)

Here's one for you.

;0)

D

From: Inthavong, Michael T
Sent: Tuesday, August 24, 2010 9:26 AM
To: Hyatt, David E; Siek, Charles R; Clinton, Patricia L; Healer, Rain L
Cc: Lewis, Jennifer; McDonald, Shauna A; Gruenhagen, Ned M
Subject: Peer/ESA Review (CEC-10-69)

NEPA Team, Would one of you please review this CEC when you have a chance – should be fairly short. Follow this <u>link</u>.

Dave,

Please assign this project to one of your team members for ESA review.

The project is located at Lake Casitas and involves replacing about 1 mile of barbed-wire fencing with new chain link fencing.

Key WOID: 219

Thanks, Michael I 7 ¹⁰ 2

Inthavong, Michael T

From: Sent: To: Subject: Rivera, Patricia L Thursday, August 26, 2010 9:30 AM Inthavong, Michael T RE: ITA Request Form Review (CEC-10-69)

Michael,

I reviewed the proposed action to approve Casitas Municipal Water District's proposal to replace approximately 5,9800 linear feet of barbed-wire fencing with 6-foot high chain link fencing along Santa Ana Road on the northern shore of Lake Casitas. In general, the new fence would take up the same footprint as the existing barbed-wire fencing and would follow Santa Ana Road. The new chain link fencing would be topped with barbed wire and the posts would be secured in a 12-inch hole, 36 inches deep, and filled with concrete.

Equipment to be used includes: hand tools, auger mounted truck/tracker; pick-up trucks; a dump truck; and a concrete truck. The proposed action would begin as soon as approved and would take approximately 4 weeks to complete.

The proposed action does not have a potential to affect Indian Trust Assets. The nearest ITA is a Public Domain Allotment which is approximately 42 miles WNW of the project location.

Patricia

Inthavong, Michael T

From:	Ramsey, Dawn
Sent:	Thursday, September 09, 2010 2:15 PM
То:	Inthavong, Michael T
Cc:	Barnes, Amy J; Bruce, Brandee E; Fogerty, John A; Goodsell, Joanne E; Leigh, Anastasia T;
	Nickels, Adam M; Overly, Stephen A; Perry, Laureen (Laurie) M
Subject:	Fence Replacement at Lake Casitas Recreation Area Section 106 Complete (10-SCAO-240)

Tracking No. 10-SCAO-240

Project: Fence Replacement at Lake Casitas Recreation Area

Michael:

The proposed undertaking to replace an existing fence at Lake Casitas Recreation Area has no potential to cause effects to historic properties assuming historic properties are present pursuant to the regulations at 36 CFR Part 800.3(a)(1). The proposed action is intended to replace the original fence that has been erected to prevent access to the northern shore of Lake Casitas to protect the water quality of the lake. The new fence will be located within the existing right-of-way of the original fence.

This completes the Section 106 process. Please retain a copy of this e-mail for your files. Please note that if project plans or actions change, these revisions may require additional Section 106 consideration.

Sincerely, Dawn

Dawn Ramsey Ford Archaeologist U.S. Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, MP-153 Sacramento, CA 95825 916-978-5042 dramsey@usbr.gov

CASITAS MUNICIPAL WATER DISTRICT Interdepartmental Memo

DATE: October 8, 2010

TO: General Manager, Steve Wickstrum

FROM: Park Services Manager, Carol Belser

SUBJECT: Trout Purchase for 2010/2011

RECOMMENDATION:

Staff recommends that the Board approve the purchase of live rainbow trout for a total cost of \$58,140 from Chaulk Mound Trout Ranch in Bridgeport, Nebraska pending water quality report results from Scripps Institution Laboratory.

BACKGROUND:

The purchase of live rainbow trout, required to be supplied by distributors approved by the California Department of Fish and Game (DFG), was authorized by Dr. Dwayne Maxwell, a DFG representative. Bids were solicited from several suppliers located in California, Oregon and Nebraska. The total bid for \$60,000 was as follows:

(a) Live rainbow trout between ³/₄ and 1 pound per fish, the total cost of which was not to exceed forty-five thousand dollars (\$40,000), and

(b) Live rainbow trout between two and three pounds per fish, the total cost of which was not to exceed twenty thousand dollars (\$20,000).

Three bids were received by the deadline of September 30, 2010. Received bids included: Mt. Lassen Trout Farms, Desert Springs and Chaulk Mound Trout Ranch. Chalk Mound was the apparent lowest responsible bidder with a bid of \$3.23 per pound for both sizes of fish.

Staff investigated the Chalk Mound Trout Farm and have received positive feedback from the California Department of Fish and Game Senior Biologist and Pathologist. Chaulk Mound provided staff with a pathology report dated May 26, 2010 from Washington Animal Disease Diagnostic Laboratory that showed negative for pathogens. That report was forwarded to the California Department of Fish and Game and the District's Fisheries Biologist. Reference checks provided very good feedback on deliveries to California. A water quality sample was taken by the State of Nebraska and sent to Scripps Institution in California the week of October 4, but as of the date of this report the results are not available.

The results of the water quality test for invasive species (Quagga and Zebra Mussels) are expected to be available by the Board meeting date of October 13, 2010. Staff recommends the District move forward with this purchase provided the results are negative. The water source for the facility is well water which protects from infestations of invasive species, and it is noteworthy that hatchery egg (triploid, kamloop strain) are provided from Trout Lodge in Washington, the same source as the previous trout purchase.

If approved the trout will be planted prior to December 31, 2010 assuming the lake water temperature is compatible with a trout plant.

The introduction of additional trout will enhance the recreational fishing experience and increase the possibility that new record trout will be caught at Lake Casitas. The current record at Lake Casitas is 9.25 pounds caught in 1985. In addition, the trout also supply the bass with a high protein food source thereby providing a secondary benefit.

DATE: October 7, 2010

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Adjustment of the Participation Funding – Watershed Coordinator – Ventura River Watershed Council

RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to provide an annual participation cost of \$2,667 for a Ventura River Watershed Coordinator position for a period of three years, in cooperation with the many other local agencies in the Ventura River area.

BACKGROUND AND OVERVIEW:

At the regular meeting of the Board on September 8, 2010, the Board approved a three-year cost participation, at \$1,778 annually, for the Ventura River Watershed Coordinator position. AT that time, it was recognized that several agencies were not going to participate in the cost sharing and that the \$1,778 would likely be adjusted. At the Board meeting of September 22, 2010, it was announced that the new participation cost for the District was increased to \$2,667. Director Word requested that this new participation cost be brought back to the Board for consideration.

Since 2006, Casitas has been a participative member of the Ventura River Watershed Council and a part of the integrated regional watershed management planning effort. Through this participation, Casitas and other members of the Council have been able to obtain grant funding through Proposition 50. Most recently is Casitas' grant to assist Senior Canyon Mutual Water Company with improving water supply reliability. The members of the Council have cooperatively contributed to cover the cost of having a County employee administer the Council meetings. Recently, the Council decided to pursue Prop 84 grant funding and matching funds from Council members to retain a full-time watershed coordinator. The grant is to fund the position for three years during which time the top priority for this person would be to facilitate the development of a watershed plan and seek grants for the Ventura River Watershed Council. The watershed coordinator will be supervised and supported by the Ojai Valley Land Conservancy Director. The cost of the position is \$70,000, of which \$17,500 per year is to be sought through member matching funds.

The cost participation by other agencies and non-profit organizations is as follows:

City of Ventura	\$5,333/yr
Ventura County Watershed Protection District	\$5,333
Ojai Valley Sanitary District	\$2,667
Casitas Municipal Water District	\$2,667
Ventura Hillside Coalition	\$ 500
Matilija Coalition/Surfrider Foundation	\$ 500
Ojai Valley Land Conservancy	\$ 500

The Board's consideration to provide a portion of the matching funding is greatly appreciated by the other participants.

DATE:	October 5 th , 2010
TO:	Board of Directors
FROM:	Denise Collin – Accounting Manager / Treasurer
Re:	Recommendation to change Banking Institution

RECOMMENDATION:

It is recommended to approve the change of Banking Institutions from Bank of America to Rabobank, N.A. for General Fund, Accounts Payable Fund, Payroll Fund, Visa Fund and Money Market Investing.

BACKGROUND:

The District is currently banking with Bank of America. During fiscal year 2009/2010, bank fees from Bank of America have increased 48% resulting in total bank fees for 2009/2010 of \$26,500. A request was made from Bank of America for a proposal to reduce banking fees as well as from Rabobank. The following proposals were reviewed by the Finance Committee;

Bank of America's proposal would require a deposit and on going balance of \$12,500,000. into a non interest bearing account to offset all banking fees. All products, services and fees would still apply but be offset by the balance in the account.

A proposal from Rabobank's Government Banking Division would require a deposit and on going balance of \$4,500. into a non interest bearing account to off set all banking fees. They also offer a money market account that is indexed directly to the monthly LAIF rate, equal to the previous month's rate plus a 20 basis point or .20% over LAIF on all funds kept in that account. The Funds are collateralized 110% as per state law.

Rabobank is AAA rated by Moody's and S&P, they will lock in the banking fee's rates for three years, they will provide a discounted armored car transport service from LCRA and the local branch is located in Oak View.

Rabobank offers all of the products and services that Bank of America offers, with higher interest yields and less annual banking fees.

In accordance with Water Code Section 71311, the Board shall designate a depository or depositories to have the custody of the funds of the District. The finance Committee suggested that this change be considered by the Board.

DATE:	October 5 th , 2010
TO:	Board of Directors
FROM:	Denise Collin – Accounting Manager / Treasurer
Re:	Recommendation to set Reserves

RECOMMENDATION:

It is recommended to approve the submitted Reserve Statement and to continue to build additional Un-Restricted, Un-Designated reserves.

BACKGROUND:

Reserves calculated for the 2010 / 2011 fiscal year have resulted in a balance of \$693,207.25 in Un-Restricted, Un-Designated funds.

The 2010 / 2011 Board Approved Budget is in deficit of \$1,128,652.02. It is recommended to use \$772,192.00 of Storm Damage Reserves for the Capital Improvement cost of the Rincon 2m Pipeline Replacement approved in this fiscal year's Budget.

It is also recommended to use the Un-Restricted, Un-Designated funds of \$693,207.25 to balance the remaining deficit of the 2010 / 2011 Board Approved Budget of \$356,460.02.

After the recommendations stated above a total of \$336,747.23 will remain Un-Restricted, Un-Designated for the year 2010 / 2011.

DATE:	October 8, 2010
TO:	Board of Directors
FROM:	Denise Collin – Accounting Manager / Treasurer
Re:	Business Ordinance

RECOMMENDATION:

It is recommended that the Board of Directors approve the revised Business Ordinance.

BACKGROUND:

Brown Armstrong CPA, finished their Interim Audit of the District on August 11, 2010 with the recommendation that we revise our current Business Ordinance to reflect the Board Approved authorization to the Assistant to the General Manager, that, in his absence authorizes the purchase of materials, supplies and services as well as sign checks for the Payable and Payroll fund.

CASITAS MUNICIPAL WATER DISTRICT

AN ORDINANCE OF CASITAS MUNICIPAL WATER DISTRICT PRESCRIBING A SYSTEM OF BUSINESS ADMINISTRATION

WHEREAS, Section 71304 of the California Water Code provides that the Board of Directors may prescribe by ordinance a system of business administration; and

WHEREAS, it is desirable to have a system of business administration relative to accounting, auditing, and disbursement of moneys by Casitas; and

WHEREAS, it is desirable to change the signature requirements for the general fund bank account;

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

1. <u>Budget</u>. The General Manager is hereby directed to prepare annually a fiscal budget no later than the second regular meeting in May. The budget so planned and submitted shall reflect the general policies of the Board of Directors and the anticipated expenditures to carry out such policies. The General Manager shall submit the budget in such form and substance that it will clearly reflect the planned program of Casitas' operations and improvements and will comply with the form prescribed by the County Auditor.

Obligations shall be incurred only within the detailed provisions of the applicable budget, subject to the following exceptions:

(1) Unbudgeted obligations may be incurred within the limits of funds available for expenditures in the fiscal year if approved in advance by the Board of Directors or upon approval by the General Manager if necessary for protection of life or property.

(2) The General Manager may make transfers between detailed budget items within a single department provided the amounts budgeted within the department for capital outlay and operation and maintenance, respectively, are not exceeded. The Board shall routinely be advised of said transfers.

2. Purchase of Materials, Supplies, and Services. The General Manager is hereby authorized to execute purchase orders and contracts not exceeding \$20,000. without prior Board approval, provided that this limitation shall not apply to replenish warehouse stores stock. Purchases for this purpose shall be made in an amount equal to but not exceeding an amount necessary to maintain the minimum quantities of stock on hand as determined by the General Manager to be economical and necessary for Casitas' needs. All purchases in excess of \$300 shall normally be supported by an executed purchase order or contract, and all proposed expenditures shall be verified to ascertain that provision has been included in the budget for the activity or expense intended. Exceptions might be an emergency situation, an order that does not arrive on time, the need for supplies that are not in the warehouse, or services that need to be performed in order to determine what needs to be replaced and/or repaired. In these instances, an invoice and requisition will be furnished that fully explains the reason for not following normal procedures along with the approval

Comment [D1]: Was \$10,000.00

of the supervisor who accepts responsibility for incurring the expenditures. The General Manager may delegate to the Accounting Manager authority to execute individual purchase orders up to \$1,000.

In the General Managers absence, or an emergency situation the Assistant to the General Manager will have authorization to purchase materials, supplies and services not exceeding \$20,000.

a. No purchase order shall be issued unless moneys for payment of Casitas' obligations thereunder are available for expenditure under the budget applicable to the year in which such purchase order is issued.

b. No purchase order shall be issued unless it relates to the operation and maintenance of Casitas or Ventura River Project facilities or to a construction project approved by the Board.

c. From time to time, by resolution, the Board of Directors shall adopt a statement of terms and conditions applicable to construction, alteration or repair of Casitas' facilities in the form prescribed by Casitas' attorney. The General Manager shall be authorized to approve change orders as recommended by the Engineer providing the total increased cost of all change orders does not exceed 5 percent of the total contract amount or \$20,000, whichever is greater.

d. The General Manager in his purchasing decisions shall consider costs of transportation to firms outside the County as opposed to firms inside the County when making purchasing decisions and shall also consider any taxes to be paid on items outside the County as being an extra cost, while those sales taxes inside the County may be discounted from the total bid when considering award. Should the differences in bid price be greater than those amounts of transportation and taxes, the General Manager shall award the purchase of goods and services to the lowest responsible bidder.

3. <u>Collection and Deposit of Revenues</u>. A "General Fund Bank Account" shall be established and maintained in a bank designated by the Board of Directors and all revenue, unless otherwise provided, shall be deposited therein. The Board of Directors may, from time to time, direct the General Manager to establish and maintain special bank accounts for the handling of funds received or set aside for specific purposes.

All revenue collected shall be accounted for in a manner that will indicate the source, nature, and amount of each collection. Collections so made shall be deposited intact in the bank accounts established.

4. <u>Disbursements</u>.

a. Routine financial obligations of Casitas shall be paid from a special fund designated as the "Payables Fund Account" established in a bank designated by the Board of Directors. Funds in the payables fund account shall be replenished from time to time from the general funds account in order to enable Casitas to meet its routine fiscal obligations. The General Manager shall assure that checks made from the General Fund to replenish the "Payables Fund Account" shall not exceed the total amount of the bi-monthly payables list. or \$500,000 whichever is lower. In the event that the General Manager or Accounting Manager were unavailable to co-sign a payables or payroll check, the Board member requested to co-sign will require a verification of the request by the Accounting Manager or General Manager. Disbursements from the payables fund account shall be authorized:

Comment [RV3]: Recommend deletion.

Comment [RV4]: Recommend deletion as we are unsure what this is.

Comment [D2]: Is this verbiage ok

(1) By a check signed by any combination of the following two

signatures:

(a) The General Manager, Accounting Manager, Assistant to the General Manager and any member of the Board of Directors.

(2) Under no circumstances shall any <u>person</u> authorized under this ordinance to sign checks of Casitas sign a blank or incomplete check. Any <u>person</u> who does not comply with this provision shall be subject to severe disciplinary action.

An audit of all claims against Casitas shall be made prior to presentation of the checks for signature. Such audit shall consist of a verification as to accuracy and completeness of all documents supporting payment; i.e., copy of purchase order, executed receiving and inspection report, and vendor's invoice or statement. Should a vendor not honor Casitas purchase orders but provide the lowest price for an item, the General Manager may issue a payables check to the vendor for the item receiving in return an invoice for the item for audit purposes. Reimbursable personal expense claims shall be approved by the General Manager. Personal expenditures for which reimbursement may be claimed shall include only expenses incurred while an employee, officer, or director is acting in his official capacity as a Casitas representative. All claims for reimbursement must be for goods or services which are ordinary and necessary for the fulfillment of Casitas duties, and such expenses shall, where practicable, be documented by checks, receipts, or other evidence, such evidence to be submitted at the time request for reimbursement is made.

A separate voucher authorization list covering disbursements made from the payables fund account showing check number, payee, description of materials or services purchased, and amount shall be prepared and accompany each <u>general fund</u> check presented for signature. Each list shall be certified correct by the Casitas Accounting Manager and submitted to the Board of Directors for ratification. Signatures of a majority of the Board members on the voucher list shall constitute Board approval.

A fidelity bond covering Casitas officers authorized to sign checks on the payables fund account shall be in force at all times. The bond shall be in an amount sufficient to cover the maximum limit of the payables fund account.

b. A petty cash fund of \$800 shall be maintained, and expenditures may be made from this fund only for individual expenditures not in excess of \$75. Expenditures may be made for postage, freight and express bills, invoices for materials, reimbursement of personal expenses, meal allowances, and in payment of encroachment permit fees, licenses, or other charges levied by a county, state agency, public utility, or railroad company in connection with the granting to Casitas of rights in property owned or controlled by such grantors and other similar purposes.

c. Funds transferred to the payables fund account and all other withdrawals from the general fund account shall be authorized by the signatures of any two members of the Board of Directors.

d. Payroll obligations of Casitas shall be paid from a special fund designated as the "Payroll Fund Account" established in a bank designated by the Board of Directors. The payroll fund account shall be replenished on a biweekly basis in the amount of the biweekly payroll from the general fund account in order to enable Casitas to meet its payroll obligations. Disbursements from the payroll fund account shall be authorized: **Comment [RV5]:** Added to the policy per previous resolution by the Board.

Deleted: officer

Deleted: officer

Comment [RV6]: Recommend deletion as we are not aware of any bonding at the district.

(1)By a check signed by facsimile signatures of the General Manager and the Accounting Manager.

(2)By a check signed by any combination of the following two signatures: The General Manager, Accounting Manager, Assistant to the (a)General Manager and any member of the Board of Directors.

Under the payroll system, at the option of each of Casitas' employees, (3) either issue a payroll check to said employee in the amount of such employee's net pay as computed, or credit said net pay to the bank account of such employee. Statements shall be provided to employees electing to have their net pay so credited.

(4)Under no circumstances shall any person authorized under this ordinance to sign checks of Casitas sign a blank or incomplete check. Any person, who does not comply with this provision shall be subject to severe disciplinary action.

The payroll register shall be used as the voucher authorization list for payroll disbursements. Each list shall be certified correct by the Casitas Data Processing Accounting Manager and submitted to the Board of Directors for ratification. Signatures of a majority of the Board members on the voucher list shall constitute Board approval.

The Accounting Manager shall be responsible for the password security within the Incode Accounting Software for check signing digital signatures. This password will be required to be entered into the system by the Accounting Manager or Assistant to the General Manager before each check writing batch for all funds. the checksigner machine and facsimile plate. The facsimile plate and keys to the checksigner shall be kept by the Accounting Manager and the General Manager. In order to use the facsimile signing system, the Accounting Manager or General Manager must provide the facsimile plate from the safe and unlock the checksigner machine. The check signer system must be secured after use. A payroll check log shall be maintained to keep a record of the checks signed by facsimile. A payroll check log shall be maintained to keep a record of the checks signed digitally.

A separate voucher authorization list covering disbursements made from the e. general fund account showing check number, payee, description of the transaction, and amount shall be prepared and accompany each check presented for signature. The list shall be certified correct by the Casitas Accounting Manager and submitted to the Board of Directors for approval. Signature of a majority of the Board members on the voucher authorization list shall constitute approval of claims and authorization for the signatures of any two members of the Board of Directors in payment of same.

f. Disbursements from special bank accounts established for the handling of funds received or set aside for specific purposes, other than the payables fund account referred to in "a" above or the payroll funds account referred to in "d" above, shall be accomplished pursuant to instructions approved by the Board of Directors.

5. Paying interest on deposit moneys. Special projects such as meter and service

Comment [RV7]: Added to the policy per previous resolution by the Board.

Deleted: officer Deleted: officer

Comment [D8]: Delete

Comment [D9]: Delete Comment [D10]: Added Deleted: n

Deleted: ¶

installations, pipeline construction, fire hydrant installations, etc. require money deposits. Standard connection fees are not considered special projects and do not earn interest upon deposit. On deposits of \$10,000 or less, no interest will be earned or returned to the depositor. Deposits in excess of \$10,000 shall earn simple interest similar to a bank deposit account at a rate of 5%. Casitas shall establish a liability account in the General Ledger in the depositor's name. Interest shall be earned by the depositor from date of deposit. When expenditures are incurred by Casitas on the project, interest will be earned on the depositor. Where deposits are less than Casitas expenditures on the project, the depositor shall pay Casitas the remaining costs plus interest lost based on a usury rate of 10%.

6. Powers, functions, and duties assigned herein to the General Manager, Assistant to the General Manager and those assigned to the Accounting Manager, with the exception of the signing of checks, may be delegated by them to the staff member acting in their respective capacities when they are absent from the office.

7. <u>Bidding Requirements.</u> The General Manager is directed to establish a bidding procedure for the District. For purchases up to \$75 no requisition is required. From \$76 to \$1,000 one informal written bid is required; from \$1001 to \$34,999 three informal written bids are required; \$35,000 and over requires formal bids consisting of written specs of goods & services with written bid after appropriate public notice.

A. Bidding Requirements for Small Projects: If, in the opinion of the General Manager, it is difficult for the District to obtain bids for small jobs, the General Manager may award purchase orders for work at a cost equal to or less than \$20,000 if the following requirements are met:

There are funds available in the unencumbered budget for the work.

An estimate is made by staff of the cost of the work before the Purchase Order is issued.

The work can be completed on a time-and-materials basis.

The District is provided a bill detailing the cost of time and materials.

A report is made to the Board to be placed on the Information Items section of the Agenda which will detail the estimate and the cost, and review the quality of work by the contractor."

B. <u>Sole Source Purchases.</u> The General Manager can approve sole source purchasing as an exception to section 7 for any of the following reasons:

1. Only one available supplier with no available competition.

2. Equipment that was purchased with bidding competition but support, spare parts and repairs have to be provided by factory reps with protected territory.

3. Services that have been bid out and results have been unsatisfactory to Casitas.

4. Products used to maintain system standard when significant spare parts inventories need to be maintained and readily available.

5. Utility Companies with which you have to work.

6. Purchases that require significant staff time to get to the location to conduct the business in comparison to the cost of item.

7. Agreements on Deposits

8. Sources to Call in Emergencies

8. <u>Permits</u>. It shall be the general policy of the Board of Directors of Casitas Municipal Water District not to get permits from other public agencies, which are exempted by Governmental

Comment [RV11]: Recommend deletion of this paragraph. Not applicable

Comment [D12]: Added

Comment [D13]: Changed from 35,999.

Deleted: For all purchases/contracts over \$75 income or expense, the General Manager shall take bids. From \$75 to \$34,999, informal bids shall be taken. Informal bids shall consist of calls to three (3) bidders minimum to obtain prices. From \$35,000 up, formal bids shall be taken. Formal bids require a written specification of the goods and services and a written answer after appropriate public notice.

Deleted: 5

Comment [RV14]: Recommend deletion. Steve does not provide a report for all PO's issued. He does provide information as necessary to the Board. Code Section 53091, or for recreation due to its federal enclave status. However, Casitas shall get permits where, in the opinion of the Board of Directors, it is appropriate to do so.

President, Casitas Municipal Water District

ATTEST:

Secretary, Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT INTEROFFICE MEMORANDUM

TO: STEVE WICKSTRUM, GENERAL MANAGER

FROM: KEVIN NGUYEN, INFORMATION ADMINISTRATOR

SUBJECT: GOOGLE APPS AS DISTRICT NEW EMAIL SERVICE

DATE: OCTOBER 7, 2010

RECOMMENDATION:

It is recommended that the Board authorize and direct the General Manager to execute the Google Apps Enterprise Agreement to transfer the District's Email service to Google Apps.

BACKGROUND AND DISCUSSION:

Casitas Municipal Water District's email service is currently being hosted in-house which requires computer servers, Microsoft exchange server software licensing, virus/anti-spam filtering services and nightly backup software and tapes. Storage capacity for the District's email is limited to 75 GB for all District employees. Remote access to email is only available through Virtual Private Network (VPN) and Microsoft Outlook.

Google Apps provides Email services including Google Docs for a relatively low cost compared to the District's current in-house email system. Each email account will have 25 GB of storage compare to the 75 GB limit from Microsoft email server software. District employees will be able to access emails from any computer anywhere in the world at anytime. Some of the features of Google Apps include:

- Email, calendar, contact and instant messaging solutions
- 99.9% uptime
- Virus protection and spam filtering
- 25 GB of storage per user
- Anywhere access
- Protect and secure sensitive information
- Migration of existing email

The cost for this service is \$50.00 per mail box per year and an optional \$13.00 per mail box per year for recovering deleted message. \$3,465 is budgeted for fiscal year 2010-2011.

The District will save \$28,600 each year in hardware/software licensing and administrative cost by running Google Apps. Please see attached cost saving comparison calculation.

The District employees' email address will remain the same.

I recommend moving the District's current email service to Google Apps (Google Email service) for the above reasons.

	Google Apps Premier Ed	il Microsoft Exchange 20	07		
Annual cost					
Google Apps Premier Edition licenses	3,780	0			
Total infrastructure maintenance cost	(0	* ************************************		
Administration labor cost	2,765	26,212	Base on \$	Base on \$54.00 an hour	
Total annual cost	6,545	26,212			
Total cost (over 3 years)	19,635	78,636			
Hardware cost (over 3 years)		20,000	Server/Backup Device/Backup tapes		
Software cost (over 3 years)	(6,862	Microsoft licensing software, McAfee		
			Anti-virus	and anti-span	n licensing softwar
3 Years total cost comparison	19,635	105,498	İ		
3 Years total saving	85,863	•			

Google	C	rder Form		
Date 09 Aug 2010		Casitas Municipal Water	Customer Type	Corporate
Pricing Valid if signed by: 31 Aug 2010		District	Gustomer Type	
Supersedes		Customer Contact	Original Agreement	
Order Form Effective: Billing Address/Information	Name	Kevin Nguyen	Effective Date Sales Representative	
1055 Ventura Ave.		1055 Ventura Ave.	Sales Engineer	Alex Rosen
Oak View CA 93022		Oak View CA 93022	Current Services Term Agreement Type	
			Invoice Terms	
		805.649.2251 x. 106	Domain	casitaswater.com
		knguyen@casitaswater.com	Service Start Date	On Provisioning
	Activation Email	kdmnguyen@gmail.com	End User	
Service		Annual Unit Price	Accounts/Units	Annual Charge
Archiving and Discovery, 1 year ret		\$13.00	60	\$780.00
GAPPS-PREM-1USER-12MO		\$50.00	60	\$3,000.00
One-Time Fees	Charge	·	TOTAL	\$3,780.00
	Gharge			
ONE-TIME FEES TOTA	L \$0			
		Other Terms:		
This Order Form, together with the Google , shall constitute the entire and exclusive agr	Apps Enterprise Ag eement between G	reement, the exhibits thereto, and	l any documents express tomer identified above (tl	ly referenced herein or therein ne "Customer") regarding its
subject.		5, 5,		······································
PO is required, PO# is:	lf NO PO #	required:	(executor of contra	ict)
Customer		Google		
Signature		Sinnaure		
Signature				
Print Name		Print Name		
		Print Name_ Title		

Google Apps Enterprise Agreement

This Google Apps Enterprise Agreement (the "<u>Agreement</u>") is entered into by and between the Google entity set forth in the Order Form ("<u>Google</u>"), with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, and the customer identified in the Order Form ("<u>Customer</u>"). This Agreement governs Customer's access to and use of the Services and will be effective as of the Effective Date.

1. Services.

1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

1.2 Modifications.

- a. <u>To the Services</u>. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
- b. <u>To URL Terms</u>. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

2. Customer Obligations.

- 2.1 <u>Compliance</u>. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be contingent upon Customer's agreement to additional terms.
- 2.2 <u>Customer Administration of the Services</u>. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.
- 2.3 <u>End User Consent</u>. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Services.
- 2.4 <u>Unauthorized Use</u>. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.
- 2.5 <u>Restrictions on Use</u>. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws; or (f) use the Services on behalf of or for the benefit of any entity or person who is prohibited from using the Services by the laws or regulations of the United States, including parties listed on the SDN List.
- 2.6 <u>Third Party Requests</u>. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

3. Payment.

3.1 <u>Payment</u>. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars unless otherwise indicated in an Order Form. Payments made via wire transfer must include the following instructions:

Bank Name:	ABA Number:
Wells Fargo Bank	121000248
Palo Alto, California USA	Google Inc.

Account Number: 4375669785

3.2 <u>Delinguent Payments</u>. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

3.3 Purchase Orders.

- a. <u>Required</u>. If Customer wants a Purchase Order number on its invoice, Customer will inform Google and issue a Purchase Order to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Google, then Google will not be obligated to provide the Services until the Purchase Order has been received by Google. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.
- b. <u>Not Required</u>. If Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google a waiver of the Purchase Order requirement, which may be an email to this effect. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.
- 3.4 <u>Taxes</u>. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.
- 3.5 <u>Invoice Disputes</u>. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.
- 4. Invoicing: Rates. On or after the Billing Start Date, Google will invoice Customer the following Fees for each Service:
 - 4.1 <u>Billing in Advance</u>. In advance for the Monthly Charge, Annual Charge or Initial Term Charge (as applicable) and for the one-time fees, all of which will be set forth in the Order Form.
 - 4.2 Billing in Arrears. In arrears monthly for the Additional Unit Fee for all Additional Units, if applicable.

5. <u>Technical Support Services</u>.

- 5.1 <u>By Customer</u>. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.
- 5.2 <u>By Google</u>. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer in accordance with the TSS Guidelines.

6. Suspension.

- 6.1 <u>Of End User Accounts by Google</u>. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.
- 6.2 <u>Emergency Security Issues</u>. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

- 7.1 <u>Obligations</u>. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
- 7.2 <u>Exceptions</u>. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- 7.3 <u>Required Disclosure</u>. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

8. Intellectual Property Rights; Brand Features.

- 8.1 <u>Intellectual Property Rights</u>. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
- 8.2 <u>Display of Brand Features</u>. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
- 8.3 <u>Brand Features Limitation</u>. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.
- 9. <u>Publicity</u>. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

10. Representations, Warranties and Disclaimers.

- 10.1 <u>Representations and Warranties</u>. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA.
- 10.2 <u>Disclaimers</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

11. <u>Term</u>.

- 11.1 Agreement Term. This Agreement will remain in effect for the Term.
- 11.2 <u>Services Term and Purchases During Services Term</u>. Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts and Units (excluding Additional Units) purchased during any Services Term will have a prorated term ending on the last day of that Services Term.
- 11.3 <u>Auto-Renewal</u>. At the end of each Services Term, the Services (and all End User Accounts and Units previously purchased, excluding Additional Units) will automatically renew for an additional Services Term of twelve months. If a party does not want the Services to renew, then it must provide the other party written notice to this effect at least fifteen days prior to the end of the then current Services Term. This notice of non renewal will be effective upon the conclusion of the then current Services Term.
- 11.4 <u>Revising Rates</u>. Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.

12. Termination.

- 12.1 <u>Termination for Breach</u>. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 12.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active and replication servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

13. Indemnification.

- 13.1 <u>By Customer</u>. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
- 13.2 <u>By Google</u>. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

13.3 Possible Infringement.

- a. <u>Repair, Replace, or Modify</u>. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- b. <u>Suspension or Termination</u>. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.
- 13.4 <u>General</u>. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14. Limitation of Liability.

- 14.1 <u>Limitation on Indirect Liability</u>. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 14.2 <u>Limitation on Amount of Liability</u>. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 14.3 <u>Exceptions to Limitations</u>. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. Miscellaneous.

- 15.1 <u>Notices</u>. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 15.2 <u>Assignment</u>. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 15.3 <u>Change of Control.</u> Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- 15.4 <u>Force Majeure</u>. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 15.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- 15.6 <u>Severability</u>. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 15.7 <u>No Agency</u>. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 15.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 15.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 15.10 <u>Governing Law</u>. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- 15.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.
- 15.12 <u>Survival</u>. The following sections will survive expiration or termination of this Agreement: Section 3, 7, 8.1, 12.2, 13, 14, 15 and 18.
- 15.13 <u>Entire Agreement</u>. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 15.14 <u>Interpretation of Conflicting Terms</u>. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the terms located at any URL.
- 15.15 <u>Counterparts</u>. The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
- 16. <u>Google Apps Core Services</u>. If Customer purchases the Google Apps Core Services, then the following terms will apply only to such Services:
 - 16.1 Ads. The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.
 - 16.2 <u>Requesting Additional End User Accounts During Services Term</u>. Customer may request additional End User Accounts during a Services Term by contacting its designated Google Account Manager or Google support personnel. For each purchase of additional End User Accounts during a Services Term, Google and Customer will execute an additional Order Form reflecting the purchase.
 - 16.3 <u>Aliases</u>. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.
- <u>Google Apps Postini Services</u>. If Customer purchases Google Apps Postini Services, then the following terms will apply only to such services:

- 17.1 <u>Account for Each End User</u>. Customer will establish an email account in Google's identity management systems for each End User for which Customer will be routing email and/or archiving email, if any, through the Services.
- 17.2 <u>Google Message Encryption Limitations</u>. Unless Google agrees otherwise in writing, Customer may only purchase Google Message Encryption if Customer is also purchasing Google Message Security or Google Message Discovery. Google Message Encryption Services are for use with normal business messaging traffic only and may not be used for any other purpose, including use of such services with machine generated message encryption and delivery.
- 17.3 <u>Archived Messages</u>. If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the name of the Services, as set forth in the Order Form; but only if (b) Customer renews the applicable Services with Google for each year of the retention period. Customer's failure to renew the applicable Services during the retention period will terminate Google's obligation to retain Customer's corresponding emails and indexes.
- 17.4 Google Message Filtering.
 - a. <u>A-V SLA</u>. If Customer purchases Google Message Filtering, then, notwithstanding any provision to the contrary in this Agreement, the 100% Anti-Virus Filtering SLA will not apply to such Services.
 - b. <u>Internet Service Providers</u>. If Customer is an Internet service provider purchasing Google Message Filtering, then Customer may provision these Services to, and acquire compensation from, its End Users, but only if: (a) Customer remains solely liable for all Customer obligations under the Agreement; and (b) the End Users are limited to: (i) its individual consumer customers; and (ii) those entities for whom Customer hosts and manages email services, on either its or Google's systems.
- 18. Definitions.

"<u>Acceptable Use Policy</u>" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as may be provided by Google.

"Account Manager" means the Google business person working with Customer regarding Customer's purchase of the Services.

"<u>Admin Account(s)</u>" means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.

"<u>Admin Console</u>" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"<u>Administrators</u>" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"<u>Additional Units</u>" means the number of units in excess of the Units set forth in the Order Form, for which Customer enabled or used the Google Apps – Postini Services during the preceding calendar month.

"<u>Additional Unit Fee</u>" is calculated by multiplying the number of Additional Units by either: (a) the applicable Monthly Unit Price stated in the Order Form; (b) the applicable Annual Unit Price in the Order Form and then dividing the result by twelve months or (c) the applicable Initial Term Unit Price and then dividing the result by the number of months in the Initial Services Term.

"Ads" means online advertisements displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Agreement" means the combination of the Order Form and this Google Apps Enterprise Agreement.

"Annual Charge" means the annual charge for the Services set forth in the Order Form.

"Billing Start Date" means the date upon which Customer will begin paying Google for the Services.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"<u>Confidential Information</u>" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Form.

"Effective Date" means the date this Agreement is countersigned.

"<u>Emergency Security Issue</u>" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("<u>EAR</u>") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("<u>ITAR</u>") maintained by the Department of State.

"Fees" means the amounts invoiced to Customer by Google for the Services as described in this Agreement.

"<u>Google Apps Core Services</u>" means the Services (e.g. Google Apps Premier Edition or Google Apps for Business) specified in the Order Form which are more fully described here: <u>http://www.google.com/a/help/intl/en/users/user_features.html</u>, or other such URL as Google may provide.

"<u>Google Apps – Postini Services</u>" means the Services (e.g. Google Message Filtering, Google Message Security, Google Message Discovery, Archiving and Discovery, Google Message Encryption and Google Message Continuity) specified in the Order Form which are more fully described here: <u>http://www.google.com/support/appsecurity/bin/bin/answer.py?answer=87514</u>, or such other URL as Google may provide.

"<u>Help Center</u>" means the Google help center accessible at <u>http://www.google.com/support/</u>, or other such URL as Google may provide.

"<u>High Risk Activities</u>" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the "Current Services Term" set forth in the Order Form from the Billing Start Date.

"Initial Term Charge" means the charge for the Services for the Initial Services Term (excluding any applicable one time fees), as set forth in the Order Form.

"<u>Intellectual Property Rights</u>" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Monthly Charge" means the monthly charge for the Services set forth in the Order Form.

"<u>Notification Email Address</u>" means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

"<u>Order Form</u>" means an order form, which is the written document provided by Google specifying the Services Google will provide to Customer under the Agreement. The Order Form will contain: (i) a signature block for Customer, or for both Customer and Google; (ii) applicable service SKUs; (iii) Fees; and, if applicable: (iv) number of, and Current Services Term for, any Units or End User Accounts; and (v) Customer Domain Names.

"Purchase Order" means a Customer issued purchase order.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Commencement Date" is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the applicable Order Form signed by Customer, unless otherwise agreed by the parties.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means, as applicable, the Google Apps Core Services and/or the Google Apps - Postini Services set forth in the Order Form.

"Services Term" means the Initial Services Term and all renewal terms for the applicable Services.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services:

http://www.google.com/a/help/intl/en/admins/sla.html, or such other URL as Google may provide, and located here for applicable Google Apps – Postini Services: http://www.google.com/a/help/intl/en/admins/SC_SLA.html, or such other URL as Google may provide.

"<u>Suspend</u>" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"<u>Taxes</u>" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

"<u>Third Party Request</u>" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"<u>TSS</u>" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"<u>TSS Guidelines</u>" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <u>http://www.google.com/a/help/intl/en/admins/tssg.html</u> or such other URL as Google may provide.

"Units" means the units of an applicable Service purchased by Customer.

"URL Terms" means the Acceptable Use Policy, the SLA, and the TSS Guidelines.

Casitas Municipal Water District Monthly Cost Analysis 2010/2011

10/06/2010

2003/2004

2004/2005

2005/2006

2006/2007

2007/2008

2008/2009

2009/2010

July

August

September

October

November

December

January

Feburary

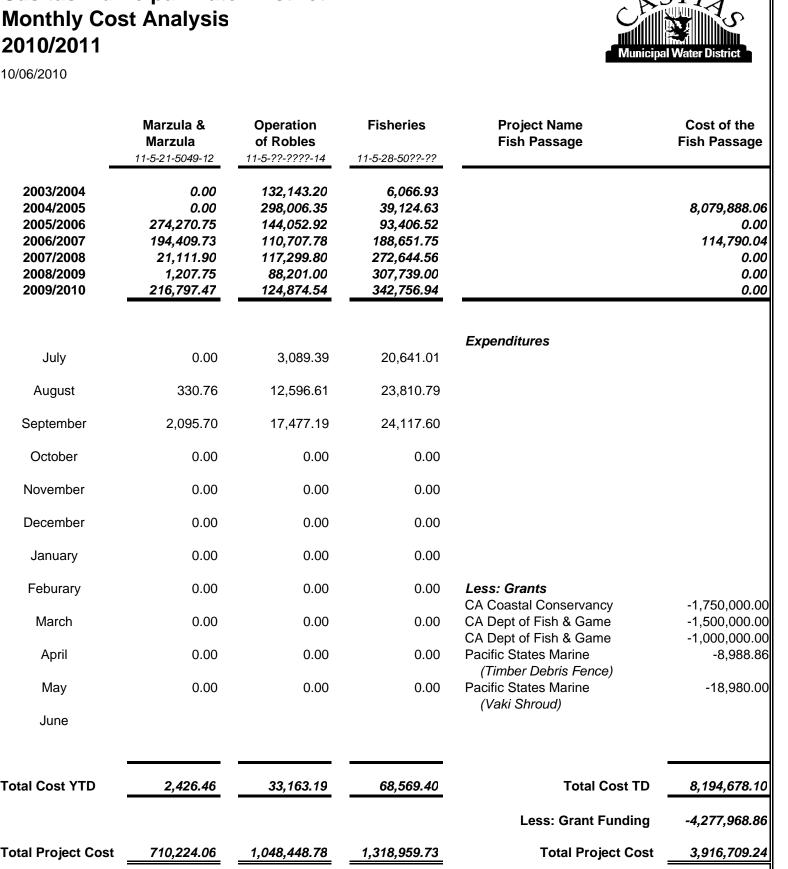
March

April

May

June

Total Cost YTD



6,284,117.75 Total: Operation of Robles, Fisheries and Fish Passage

Prepared by dcollin 10/06/2010



ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY

Doald The



Officers

President Thomas Glancy

President Elect Alfred Yanez

Vice President Nancy Williams

Treasurer Sheldon Berger

Secretary Jose Chaness

Immediate Past President Brian Jordan

Directors

Neal Andrews, Councilman City of San Buenaventura

Sheldon Berger, Director United Water Conservation District

David Borchard, Director Ventura County Farm Bureau

Doug Breeze, Councilman City of Port Hueneme

Jose Chanes, Energy Bus. Mgr. Procter & Gamble

John R. (Jack) Curtis, Director Ventura River County Water District

Ann DeMartini, CEO Tom Grether Farms

Al Fox, Director Camrosa Water District

Thomas P. Glancy, Mayor City of Thousand Oaks

Ted Grandsen, President Calleguas Municipal Water District

William H. Hair, Partner Nordman, Cormany, Hair & Compton

Jim Word, Director Casilas Municipal Water District

Brian Jordan, Sr. V.P. AECOM

Keith Moore, Director Port Hueneme Water Agency

Dean Maulhardt, Councilman City of Oxnard

Barbra Williamson, Mayor Pro Tem City of Simi Valley

Nancy Williams, Reg. Mgr. Southern California Edison

Alfred Yanez, Ops. Spvr. California American Water

John Zaragoza, Supervisor V.C. Board of Supervisors

Managing Director Kelle L. Pistone September 29, 2010

Mr. Steve Wickstrum Casitas Municipal Water District 1055 Ventura Ave. Oak View, CA 93022

Dear Mr. Wickstrum,

stere,

On behalf of the AWA Board of Directors and membership, I would like to extend our most sincere appreciation to Casitas Municipal Water District. Your sponsorship of the 15th Annual Policymaker and Member Reception at the Ronald Reagan Presidential Library made the event a tremendous success.

AWA's mission is to provide a forum for the exchange of information to foster and encourage cooperation among entities for the development, protection, conservation and improvement of the total water resources of Ventura County. This annual reception is one example of AWA's efforts to meet this goal. Your support made it possible to bring up-to-date information to our members and policymakers on critical water challenges facing our state today.

Once again, we are very grateful for your generosity and partnership with AWA. We <u>look forward to future collaboration</u> with Casitas Municipal Water District.

Sincerely,

store

Kelle L. Pistone Managing Director

For your records, AWA is a nonprofit 501 C (6) organization. Our Tax I.D. # is 77-0232669



2

ŧ

31

e

١t

e

a

0

A

d

ta

r-

зу

e

зn

at

to ed

he nd ire

he

ne

se

ed

la-

ad

se

in

ın

as 1e

г-:S

а

е

n

a

3

1

t

Ojai Valley News • Wednesday, Sept. 29, 2010 A5



• A reader sends a thumbs-up to David Mason at The Village Florist for providing roses for the Ojai Valley Pageant for the last 40 years, and the Fourth of July grand marshal for the past 48 years. "We feel blessed to have your support!"

Up,

down

umh

• A reader sends a thumbs-up to Janet and Matt at Bank of America for helping one property owner get out of the flood zone, saving \$2,800 per year in needless flood insurance.

• A reader sends a thumbs-up to Annette from A. Brooks Skin Care (next to Vons). "She gave me the best facial I ever received. She's a real pro and her prices are very reasonable, too."

• A reader sends a thumbs-up to Ojai's Planning Department. "We recently completed a new construction house project on South Montgomery Street. The city's Planning Department provided guidance, timely approvals and inspections for an expeditious completion."

• A reader sends a thumbs-down to those sad and insecure business people in Ojai who feel the need to impale all others on their belief systems and then hold their victims up to a strong light to see whether or not they should be allowed to spend their money in a particular establishment. "This goes out to businesspeople and employees of all beliefs and political persuasions. When I come into your place of business, I want to shop — not attend a modern-day Nuremberg rally."

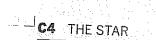
• A reader sends a thumbs-down to the retail store, bar, restaurant owners who do not covet patronage by the locals, treat women badly and ban children from their eatery. "They do not bother to advertise locally and seem to be seeking a specific clientele."

• A reader sends a thumbs-down to Lake Casitas for forcing patrons of the Marina Restaurant to spend at least \$15, and also for removing nearly all the public parking outside the park entrance.

• A reader sends a thumbs-down to thumbs-up and thumbs-down which have gone from fun-to-read one- or two-line items to paragraph-long editorials. "Letters to the editor have a section. Let's keep them there."

This column is meant to provide commentary on a specific act or statement and is not meant to imply blanket support or condemnation. Submit your suggestions by mail, e-mail or fax. Your name and a telephone number must be included for consideration, though they will not be published.

Submit online at thumbs@ojaivalleynews.com



OUTDOORS

FISHING REPORT

Some Sunday anglers haul in a few whoppers

FRESHWATER REPORT

Three whoppers were caught on Sunday on three different Channel Islands Sportfishing boats.

Cindy Ospital of Oatman, Ariz., caught a 12-pound lingcod off the Cobra at Santa Cruz Island. North night fishing returns on Oct. 23, Hollywood's Kathy Guillot caught a 19-pound yellowtail off the Seabiscuit at San Nicolas Island and Mike Prine of Granada Hills caught a 30-pound halibut off the Coral Sea at San Nicolas.

Channel Islands Sportfishing offers daily runs from 4 a.m., with full- and half-day trips.

Military Appreciation Day returns Saturday, with half-price fares on the Gentleman and Pacific Islander through February 2011.

Kids will ride for free starting Sunday on the Gentleman and Pacific Islander. One child is free with a paying adult and this special runs through February of next year.

Hoop-net fishing on the Cobra will be Friday and Saturday, starting at 5:30 p.m. Cost is \$50.

A two-day fishing trip on the Ranger 85 will be Nov. 5, with fishing the next two days. Cost is \$300, which includes meals and snacks.

The Maximus of Papa Hook's will run a two-day trip leaving Friday night and returning by midnight Sunday or early Monday morning. It will be an exploratory trip to the Cortez Banks of San Nicolas Island. Cost is \$500.

SALTWATER REPORT

Lake Casitas: Ventura's Reilly Weaver caught a 6-pound bass on Friday on a plastic worm.

Oxnard's Pifas Victoria caught a 4-pound bass using a plastic worm Tuesday morning at the shoreline.

Oxnard's David Regan caught and released seven fish on Monday in the 2-pound range. Regan caught his fish on plastic worms and night crawlers.

Randy King of Marina Boat Rental Office reports the lake

has been slow and the fishing enthusiasts on Monday were there catching fish in a drizzle.

Lake hours: 6:30 a.m. to 7 p.m.

Lake Piru: Open to the public Bass fishing is good, with other species being caught.

Lake hours: 7 a.m. to 7 p.m.

Cachuma Lake: The Santa Barbara County Board of Supervisors has given final approval of Bow Fishing for carp at the lake. Approval came at the Sept. 28 meeting. The lake will follow California Department of Fish & Game Regulations.

"We see this new activity as a win-win at Cachuma Lake," said Doreen Farr, representing the third district. "Large populations of carp can negatively impact the lake. This new opportunity would invite more visitors to the lake while at the same time help us control this invasive species."

A no-fee permit will be required for bow fishing and be available at the lake.

Information: http://www. cachuma.com.

Lake hours: 7 a.m. to 7 p.m.

Castaic Lake: Striper fishing is holding strong in the afternoon by the west ramp.

Lake officials reported last week hundreds upon thousands of dead shad near the west ramp just floating on the top, while stripers boiled on them until the sun went down. Along with the dead shad, hundreds of dead baby and full-grown largemouth bass were also been spotted all over the lake. The reason for this is unknown, but the upper lake was not bluestone.

This only affected fishing in some areas of the lake. It either made it better for the time being or worse. The stripers, however, didn't really seem to be bothered. Lake hours: 7 a.m. to 7 p.m.

- Compiled by Rich Romine

• Friday, Oct. 0, 2010 • Neusrachs, 756, retail stores, 700 plus lan • Vearly subscription, 852

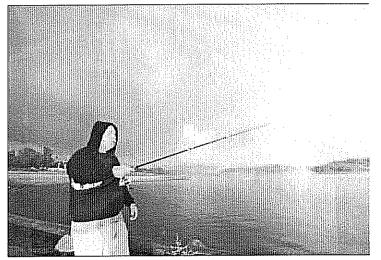


Photo by Logan Hall Ojai's first rain of the season kept people in the valley scrambling for cover throughout the day on Wednesday. Meiners Oaks resident Robert Morton takes advantage of the quiet evening, casting a line into Lake Casitas as the sky begins to clear and a rainbow points to the pot of gold.

CASITAS MUNICIPAL WATER DISTRICT TREASURER'S MONTHLY REPORT OF INVESTMENTS 10/06/10

Type of Invest	Institution	CUSIP	Date of Maturity	Amount of Deposit	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity	Weighed Average Days to Maturity
***	Fadaral Harra Laara Daala	0400204040	00/40/44	¢700.040	¢700.040	0.4000/	07/04/40	F 770/	0.40	00
*TB	Federal Home Loan Bank	3133XS4S40	09/16/11	\$726,316	\$722,316	3.490%	07/01/10	5.77%	340	20
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$748,342	2.956%	07/01/10	5.98%	1147	69
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$742,441	2.775%	07/01/10	5.93%	1686	100
*TB	Federal Home Loan Bank	3133XWW470	03/09/12	\$707,315	\$707,000	1.116%	06/30/10	5.65%	513	29
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$807,683	\$810,908	4.750%	07/19/10	6.48%	1841	119
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$768,691	3.783%	07/01/10	6.14%	1071	66
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$750,092	2.849%	07/01/10	5.99%	1372	82
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$721,875	2.066%	06/30/10	5.76%	705	41
*TB	Federal Home Loan MTG Corp	3137EACF40	12/15/11	\$706,398	\$706,342	1.116%	06/30/10	5.64%	429	24
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$749,658	2.858%	07/01/10	5.99%	1420	85
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,090,541	1.326%	07/06/10	8.71%	2799	244
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$718,648	1.487%	04/01/10	5.74%	1165	67
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$733,306	2.080%	07/01/10	5.86%	1494	87
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$710,171	1.115%	06/30/10	5.67%	789	45
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,081,187	1.342%	07/01/10	8.63%	3339	288
*TB	US Treasury Notes	912828ML10	12/31/11	\$707,191	\$706,013	0.992%	06/30/10	5.64%	445	25
	Accrued Interest (Interest paid at til	me of purchase)		\$58,062	\$55,538					
	Total in Gov't Sec. (11-00-1055-0	0&1065)		\$12,388,838	\$12,523,069			76.76%		
*CD	CD -			\$0	\$0	0.000%		0.00%		
	Total Certificates of Deposit: (11	.13506		\$0	\$0			0.00%		
**	LAIF as of: (11-00-1050-00)		N/A	\$1,667,570	\$1,667,570	0.56%	Estimated	10.22%		
***	COVI as of: (11-00-1060-00)		N/A	\$2,124,379	\$2,124,379	1.41%	Estimated	13.02%		
	TOTAL FUNDS INVESTED			\$16,180,787	\$16,315,017			100.00%		
	Total Funds Invested last report			\$16,180,787	\$16,252,981					
	Total Funds Invested 1 Yr. Ago			\$14,648,108	\$14,648,108					
****	CASH IN BANK (11-00-1000-00) E	-et		\$177,397	\$177,397					
	CASH IN Western Asset Money M			\$59,505	\$59,505	0.470%				
	TOTAL CASH & INVESTMENTS			\$16,417,689	\$16,551,919					
	TOTAL CASH & INVESTMENTS 1 YR AG	GO		\$14,916,249	\$14,916,249					
*CD *TB	CD - Certificate of Deposit TB - Federal Treasury Bonds or Bil	lls								

** 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.