

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
January 25, 2012
3:00 P.M. – DISTRICT OFFICE

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

1. Public Comments
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
 - a. Minutes of the January 11, 2011 Board Meeting.
 - b. Resolution approving withdrawal of membership in Ventura County Regional Energy Alliance.
 - c. Recommend declaring as surplus the items listed on the Surplus List and authorizing sale and or disposal of such items.

RECOMMENDED ACTION: Adopt Consent Agenda

5. Bills
6. Recommend authorization and signature of the final repayment check to the Bureau of Reclamation in the amount of \$943,645.96 for the Ventura River Project.

RECOMMENDED ACTION: Motion approving recommendation

7. Recommend authorization of a written waiver to Best, Best & Krieger LLP for the purpose of their representation of Westlands Water District in the preparation of an amicus brief.

RECOMMENDED ACTION: Motion approving recommendation

8. Resolution awarding a contract to Atom Engineering in the amount of \$104,398 for the Fairview Pump Plant Electrical Upgrades Spec. #11-349.

RECOMMENDED ACTION: Adopt Resolution

9. Recommend approval of the agreement for design services from Flow Science Incorporated in the amount of \$100,000 for evaluation of the Lake Casitas Aeration system.

RECOMMENDED ACTION: Motion approving recommendation

10. Information Items:

- a. Letter from Ojai Valley Land conservancy to Mr. Pendleton.
- b. Letter from National Marine Fisheries Service regarding the release of the Final Southern California Steelhead Recovery Plan.
- c. Water Education Foundation Lower Colorado River Tour.
- d. News Articles.
- e. Investment Report.

11. Closed Session

- a. LIABILITY CLAIMS (Section 54956.95 (d))
Claimant: Fred Breneman
Agency claimed against: Casitas Municipal Water District
- b. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).

12. 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).

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: January 20, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum

Re: Withdrawal of Membership – Ventura County Regional Energy Alliance

RECOMMENDATION:

It is recommended that the Casitas MWD Board of Directors approve withdrawing its membership in the Ventura County Regional Energy Alliance (VCREA) and direct staff to provide copies of the resolution to VCREA and all other members of VCREA.

BACKGROUND:

In December 2004, the District was approached by Cheryl Collart of the VCREA to solicit the District's interest in becoming a part of the joint powers agreement for the VCREA. The membership was open for any public agency which is located within the boundaries of Ventura County and several other counties. In 2005, the District became a member of the VCREA and the District received an electrical energy assessment for the Lake Casitas Water Adventure. In recent years, the VCREA has become limited in the availability of services and has moved away from being able to assist special districts with energy assessments and funding opportunities. The focus of VCREA is now limited toward cities and school districts.

During recent discussions of the Board and presentation of this information by Director Word, the board indicated a desire to withdraw its membership from the VCREA. Director Word is presently Casitas' representative at VCREA and is serving as the President of the VCREA Board. Now knowing that there is no benefit coming from VCREA to Casitas, Director Word has questioned the membership and need to continue with the many hours provided to VCREA by Director Word.

The Joint Powers Agreement, Section 18, provides the required actions that must occur for the withdrawal of a member as follows:

1. 30 days notice to VCREA;
2. Consideration of the governing body at a publicly noticed meeting;
3. Notice of that meeting provided to VCREA and each of its members at least 5 days in advance;
4. A majority of the Casitas Board agrees on the action to withdraw
5. The VCREA Board would take up the withdraw, determine that the withdrawal would not adversely affect the financial standing of the organization, and would need a 2/3 vote of the VCREA board

The membership in VCREA should be reconsidered during the regular meeting of the Board of Directors on January 25, 2012.

**JOINT POWERS AGREEMENT FOR CREATION AND
OPERATION OF VENTURA COUNTY REGIONAL
ENERGY ALLIANCE**

Pursuant to authority granted in the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq., “the Act”), the County of Ventura, the City of Oxnard, the City of Simi Valley, the City of Thousand Oaks, and the City of San Buenaventura (collectively “the Members”), all of which are public agencies within the meaning of the Act, hereby agree to form a joint powers agency named the Ventura County Regional Energy Alliance as set forth below.

RECITALS

A. The California Public Utilities Commission (“CPUC”) and the Local Government Commission (“LGC”) have undertaken a pilot project to encourage the formation of regional organizations to promote energy efficiency, conservation and increased local self-reliance. The CPUC has made funds available to the LGC to help local governments establish and operate such an organization on a pilot basis in Ventura County, and the LGC has provided expert advice to the Members to assist in the formation of such an organization.

B. The Members desire to establish Ventura County, its communities, and neighboring regions as leaders in developing and implementing durable, sustainable energy initiatives that support sensible growth, a healthy environment and economy, an enhanced quality of life, and greater self-reliance for the region, by reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources.

C. The Members desire to form a joint powers agency to receive and administer CPUC funds now available for regional energy efficiency activities, and to develop the capability to sustain and expand such activities over time to accomplish the mission stated above. The Members therefore agree as follows.

AGREEMENT

1. **Formation of Ventura County Regional Energy Alliance.** Pursuant to the Act, the Members hereby create a separate joint powers agency which is named the Ventura County Regional Energy Alliance (“VCREA”).

2. **Parties to this Agreement.** Each Member intends to, and does, contract with every other Member which is a signatory to this Agreement and, in addition, with every public agency that becomes a Member under Section 5. The withdrawal of any Member from this Agreement does not affect its validity or enforceability as to the remaining Members, nor any remaining Member's intent to contract with any of the others.

3. **Separate Legal Entity.** VCREA is a separate legal entity within the meaning of section 6507 of the Government Code.

4. **Purpose.** VCREA is formed for the purpose of establishing Ventura County, its communities, and neighboring regions as leaders in developing and implementing durable, sustainable energy initiatives that support sensible growth, a healthy environment and economy, an enhanced quality of life, and greater self-reliance for the region, by reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources. To further that purpose, VCREA will work to accomplish the following goals:

- (a) To lead and coordinate regional integrated energy resource planning efforts which ensure secure, sustainable, cleaner and affordable energy resources.
- (b) To develop a long-term sustainable energy strategy and implementation plan.
- (c) To develop regional capabilities to respond to energy emergencies and short-term disruptions in energy supply, infrastructure, or markets that could adversely affect Ventura residents and businesses.
- (d) To increase awareness of available energy conservation, energy efficiency, and renewable energy opportunities, and enhance access to those opportunities.
- (e) To add value to, but not duplicate, energy services offered by the public utilities and other providers serving the region.
- (f) To keep key decision makers and stakeholders informed of policy, regulatory, and market changes that are likely to impact the region.

(g) To empower Ventura County to become a leader in the research, development, demonstration, innovation, and commercialization of sustainable energy technologies.

5. **Membership.** Any public agency, as defined in Government Code section 6500, which is located wholly or partly within the boundaries of Ventura County is eligible for membership in VCREA. Any other public agency located wholly or partly within the boundaries of one or more of the counties of Santa Barbara, Kern or San Luis Obispo may become eligible for membership upon a two-thirds (2/3) vote of the full Board. To become a Member, the governing body of an eligible public agency must duly adopt a resolution approving membership and agreeing to all of the terms of this joint powers agreement. After such action by the governing body and upon execution of this Agreement by an authorized officer of the public agency, that agency shall become a Member.

6. **Powers.** VCREA is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement including, without limitation, each of the following:

- (a) Make and enter into contracts;
- (b) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of VCREA is a debt, liability or obligation of any Member except as separately agreed to by a Member;
- (c) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means, excepting only eminent domain;
- (d) Receive grants, contributions and donations of property, funds, services and other forms of assistance from any public or private source;
- (e) Sue and be sued in its own name;
- (f) Employ agents and employees;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Receive, collect, invest and disburse moneys;
- (i) Issue revenue bonds or other forms of indebtedness, as provided by law;

- (j) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- (k) Assign, delegate or contract with a Member or third party to administer or execute this Agreement, or to perform any of the functions of the Board permitted by law; and
- (l) Exercise all other powers necessary and proper to carry out the provisions of this Agreement

These powers will be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

7. **Creation of Board of Directors.** There is hereby created a Board of Directors (“Board”) which shall conduct the affairs of VCREA and serve as its governing body. Each Member shall designate one person as a member of the Board (“Director”) and one person as an alternate member of the Board (“Alternate Director”). The Alternate Director may serve and vote in place of the appointing Member’s Director who is absent or who disqualifies him/herself from participating in a meeting of the Board. Directors and Alternates shall serve at the pleasure of the appointing Member. They shall not be compensated for their service, but may be reimbursed for expenses reasonably incurred in the performance of their Board functions.

8. **Bylaws.** The Board shall adopt Bylaws to govern its meetings and operations, and may include in the Bylaws or separately adopt a statement of operating policies.

9. **Appointment of Administering Entity.** Pursuant to Government Code section 6506, the Board may appoint an agency or entity, including one or more Members, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, to be designated, to administer or execute this Agreement.

10. **Election of Board Officers.**

(a) The Board shall elect a Chair and a Vice-Chair. The Chair shall be the chairperson of the Board and shall conduct all meetings of the Board and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Board. The Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Board and the Bylaws. The term of office for the Chair and Vice-Chair shall be one year. The

commencement date for terms of office shall be January 1. The initial Chair and Vice-Chair shall be entitled to serve one full term of office in addition to any partial initial term.

(b) The Vice-Chair holding office at the last regular meeting of the Board for the calendar year shall be deemed elected to the position of Chair for the succeeding calendar year. The Vice-Chair for the succeeding calendar year shall be elected at the last regular meeting of the Board for the calendar year. Only members of the Board are eligible to hold the positions of Chair and Vice-Chair. The Board, by majority vote, may change the date for the election of the Vice-Chair and any such change shall only be applicable to the election specified by the Governing Body.

(c) If a vacancy occurs in the position of Chair or Vice-Chair, the Board shall forthwith conduct an election and fill the vacancy for the duration of the unexpired term.

11. **Meetings of the Board.** The Board shall establish in its Bylaws the dates, times and places of its regular meetings which shall be held not less than four times during each calendar year during the term of this Agreement. The Board's meetings shall be conducted in accordance with the Ralph M. Brown Act (Gov. Code, § 54950 et seq.).

12. **Committees.** The Board shall provide in its Bylaws for appointment of an Advisory Committee composed of public and private stakeholders, including without limitation stakeholders represented on the POWER Task Force created by the Ventura County Economic Development Association and the Economic Development Collaborative–Ventura County. The Board may also appoint an executive committee and such other committees as it deems appropriate.

13. **Designation of Treasurer and Auditor.** The Board shall designate a qualified person to serve as Treasurer and a qualified person to serve as Auditor of VCREA. If the Board so designates, a qualified person may hold both the office of Treasurer and the office of Auditor. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Board.

14. **Duties of Treasurer and Auditor.** The person holding the position of Treasurer shall have charge of the depositing and custody of all funds held by VCREA. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in section 6505.5 of the Government Code, and such duties as may be required by the Board. VCREA's Auditor shall perform such functions as may be required by law, this Agreement, the Bylaws and the Board.

15. **Designation of Other Officers and Employees.** The Board may employ such other officers, employees or independent contractors as appropriate and necessary to conduct the affairs of VCREA.

16. **Budget/No Assessments.** VCREA shall operate on a fiscal year commencing July 1 of each year. The Board shall adopt an annual balanced budget before June 30 of each year for the following fiscal year. The primary sources of funding for VCREA will be state and federal grants, private energy funds and other leveraged monies to match and maximize revenues. VCREA Members shall not be subject to assessments, but may, at the sole option of each Member and on mutually agreeable terms, contribute resources to provide grant matching funds or otherwise advance VCREA's purposes. A two-thirds (2/3) vote of the full Board shall be required to approve the annual budget and any issuance of bonds, contracts or other indebtedness constituting an obligation of more than one year.

17. **Limitation on Liability of Members for Debts and Obligations of VCREA.** Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of VCREA do not constitute debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of VCREA.

18. **Withdrawal.** A Member may withdraw upon 30 days written notice to VCREA and all other Members, provided that:

(a) the Member's governing body has considered the question of withdrawal at a duly noticed meeting, has given actual notice of that meeting to VCREA and each of its Members at least 5 days in advance of the meeting, and has approved withdrawal by at least a majority of all of its members;

(b) the Member's withdrawal will not adversely affect the financial standing of VCREA or its remaining Members, nor obligate any remaining Member to incur any expense greater than that to which it is already obligated; and

(c) the Board concurs by at least a two-thirds (2/3) vote of all of its Members that the foregoing conditions have been met, at which point the Member may withdraw.

19. **Expulsion/Suspension.** VCREA may expel or suspend a Member by a two-thirds (2/3) vote of the Board for a breach of this Agreement or the Bylaws if determined by the Board to be a material breach. The procedures for hearing and notice of expulsion of a Member will be provided in the Bylaws.

20. **Termination and Distribution.**

(a) This Agreement continues until terminated. However, it cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that may be issued by VCREA are paid in full. Thereafter, this Agreement may be terminated by the written consent of a majority of the Members; provided, however, that this Agreement and VCREA continue to exist after termination for the purpose of disposing of all claims, distribution or assets and all other functions necessary to conclude the obligations and affairs of VCREA.

(b) After completion of VCREA's purposes, any surplus money on deposit in any fund or account of VCREA will be returned as required by law. The Board is vested with all powers of VCREA for the purpose of concluding and dissolving its business affairs.

21. **Notices.** Notice to each Member under this Agreement is sufficient if mailed to the executive officer or city manager of the Member agency and separately to the Member's Director to their respective addresses on file with VCREA.

22. **Prohibition Against Assignment.** No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of VCREA. However, nothing prevents VCREA from assigning any interest or right it may have under this Agreement to a third party.

23. **Amendments.** This Agreement may be amended only by an affirmative vote of the governing bodies of three-fourths (3/4) of the Members.

24. **Severability.** If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

25. **Liability of VCREA.** Subject to limitations contained in any trust agreement or other documents pursuant to which financing of VCREA is implemented, funds of VCREA may be used to defend, indemnify, and hold harmless VCREA, any Member, any Director or alternate, and any employee or officer of VCREA for their actions taken within the scope of their duties while acting on behalf of VCREA.

26. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

27. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

28. **Effective Date.** This Agreement becomes effective and VCREA exists as a separate public entity when two public agencies described in the first sentence of section 5, above, have adopted a resolution approving this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

COUNTY OF VENTURA

Dated: _____

By: _____

JUDY MIKELS, Chair
Board of Supervisors

ATTEST: JOHN F. JOHNSTON,
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By: _____

Deputy Clerk of the Board

APPROVED AS TO LEGAL FORM

By: _____

Legal Counsel

[Signatures continued next page.]

CITY OF OXNARD

Dated: _____

By: _____

DR. MANUEL M. LOPEZ, Mayor

ATTEST:

DANIEL MARTINEZ, City Clerk

APPROVED AS TO LEGAL FORM

By: _____

GARY GILLIG, City Attorney

CITY OF SIMI VALLEY

Dated: _____

By: _____

ATTEST:

APPROVED AS TO LEGAL FORM

By: _____

Legal Counsel

[Signatures continued next page.]

CITY OF THOUSAND OAKS

Dated: _____

By: _____

ATTEST:

APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel

CITY OF SAN BUENAVENTURA

Dated: _____

By: _____

ATTEST:

APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel

Surplus Items

Delco A C generator, diesel powered, 60 KW serial # 2477-k

Sullair compressor, gas powered ser #006 87005258

4 “ Homelite water pump. Gas powered with trailer Lic. # 311460

Fuel tank, 100 gallon.

(3) Electric powered compressors

Trail-Eze equipment trailer serial # D9T20 Lic.# 321282

Dewalt radial arm saw serial # 288070

Mercury outboard motor parts.

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 1/9/12-1/18/12
Presented to the Board of Directors For Approval January 25, 2012

Check	Payee			Description	Amount
000305	Payables Fund Account	#	9759651478	Accounts Payable Batch 011112	\$808,754.91
000306	Payables Fund Account	#	9759651478	Accounts Payable Batch 011312	\$144,988.44
000307	Payables Fund Account	#	9759651478	Accounts Payable Batch 011812	\$1,087,456.14
					\$2,041,199.49
000308	Payroll Fund Account	#	9469730919	Estimated Payroll 2/9/12	\$130,000.00
					\$130,000.00
				Total	\$2,171,199.49

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, 000305-000308 have been duly audited is hereby certified as correct.

Denise Collin 1/19/12

 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.

000305 A/P Checks: 010803-010814
A/P Draft to P.E.R.S. 011123
A/P Draft to State of CA 011122
A/P Draft to I.R.S. 011121
Void:

000306 A/P Checks: 010815-010883
A/P Draft to P.E.R.S.
A/P Draft to State of CA
A/P Draft to I.R.S.
Void: 010854-010855

000307 A/P Checks: 010884-010948
A/P Draft to P.E.R.S.
A/P Draft to State of CA
A/P Draft to I.R.S.
Void:

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

Denise Collin 1/19/12
Denise Collin, Accounting Manager

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 01/07/12

Pay Date of 01/12/12

have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 1/10/12
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR SET: 01 Casitas Municipal Water D
BANK: * ALL BANKS
DATE RANGE: 1/09/2012 THRU 1/19/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/12/2012			010854		
C-CHECK	VOID CHECK	V	1/12/2012			010855		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	2	0.00	0.00	0.00
BANK:	TOTALS:		2	0.00	0.00	0.00

1/19/2012 9:05 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 1/09/2012 THRU 1/19/2012

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01985	AFLAC/FLEX ONE							
I-010612	Reimburse Medical 2011	R	1/09/2012	1,346.10		010803		
I-123011	Reimburse Medical 2011	R	1/09/2012	90.27		010803		1,436.37
01270	SCOTT LEWIS							
I-Dec 11	Reimburse Expenses 12/11	R	1/09/2012	2,196.82		010804		2,196.82
00144	BOB MONNIER							
I-010912	T5 Certification	R	1/09/2012	155.00		010805		155.00
01345	MIKE SHIELDS							
I-010312	D4 Renewal	R	1/09/2012	105.00		010806		105.00
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201201110510	457 CATCH UP	R	1/11/2012	423.08		010807		
I-DCI201201110510	DEFERRED COMP FLAT	R	1/11/2012	2,242.30		010807		
I-DI%201201110510	DEFERRED COMP PERCENT	R	1/11/2012	42.77		010807		2,708.15
01960	Moringa Community							
I-MOR201201110510	PAYROLL CONTRIBUTIONS	R	1/11/2012	16.75		010808		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201201110510	457 CATCH UP	R	1/11/2012	211.54		010809		
I-DCN201201110510	DEFERRED COMP FLAT	R	1/11/2012	4,629.78		010809		4,841.32
00188	PETTY CASH							
I-011112	Replenish Petty Cash	R	1/11/2012	226.50		010810		226.50
00180	S.E.I.U. - LOCAL 721							
I-UND201201110510	UNION DUES	R	1/11/2012	627.75		010811		627.75
01944	Luke Soholt							
I-010912	Water & Wastewater Hydraulics	R	1/11/2012	229.50		010812		229.50
	Class Taken at Ventura College							
00048	STATE OF CALIFORNIA							
I-010612	State Water Plan Payment	R	1/11/2012	722,620.00		010813		722,620.00
00230	UNITED WAY							
I-UWY201201110510	PAYROLL CONTRIBUTIONS	R	1/11/2012	45.00		010814		45.00
01441	ADVANTAGE TELECOM, INC							
I-36061	Monthly Phone Charges, LCRA	R	1/12/2012	642.75		010815		642.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00011	ALERT COMMUNICATIONS I-111200847101 Call Center Jan 12	R	1/12/2012	247.35		010816		247.35
00029	AMERICAN TOWER CORP I-1157232 Tower Rent, Red Mnt, Rincon Pk	R	1/12/2012	1,485.77		010817		1,485.77
00014	AQUA-FLO SUPPLY I-276229 Replace Coupler, LCRA Maint	R	1/12/2012	38.61		010818		38.61
00840	AQUA-METRIC SALES COMPANY I-0041240IN Meter Registers, Distribution	R	1/12/2012	13,862.15		010819		13,862.15
01703	ARNOLD, BLEUEL, LAROCHELLE, I-33506 Matter No 5088-008 Nov 11 I-33507 Matter No 5088-001 Nov 11	R R	1/12/2012 1/12/2012	3,798.00 5,399.00		010820 010820		9,197.00
01666	AT & T I-000002927045 T-1 Line for Internet	R	1/12/2012	357.32		010821		357.32
00030	B&R TOOL AND SUPPLY CO I-1237415000101 Switch for Belt Sander, Maint I-1238797000101 Safety Glasses for Pipelines I-1239463000101 Rapidgrip for O & M CS	R R R	1/12/2012 1/12/2012 1/12/2012	18.55 84.30 54.31		010822 010822 010822		157.16
01153	RUSS BAGGERLY I-Dec 11 Reimburse Mileage 12/11	R	1/12/2012	61.05		010823		61.05
00679	BAKERSFIELD PIPE & SUPPLY INC I-S1751953001 Couplings for E & M Project	R	1/12/2012	38.36		010824		38.36
02212	Batteries Plus I-219230 Batteries for Telemetry	R	1/12/2012	32.15		010825		32.15
01062	BP Medical Supplies C-B673334A Accrue Use Tax D-B673334A Accrue Use Tax I-B673334 Medical Supplies for Waterpark	R R R	1/12/2012 1/12/2012 1/12/2012	33.71CR 33.71 465.00		010826 010826 010826		465.00
01165	CARL WARREN & COMPANY I-1347647 Professional Srvcs 12/11	R	1/12/2012	28.60		010827		28.60
00511	CMH Center for Family Health I-10010 Drug Test	R	1/12/2012	67.00		010828		67.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00059	COASTAL PIPCO							
I-S1709584001	Pipe Lube for Treatment Plant	R	1/12/2012	10.90		010829		
I-S1709834001	Galv, PVC Pipe for G Camp	R	1/12/2012	71.38		010829		
I-S1709886001	PVC Parts for Stock,LCRA Maint	R	1/12/2012	25.08		010829		107.36
00061	COMPUWAVE							
I-SB02069201	Laptop Battery for IT Dept	R	1/12/2012	148.01		010830		
I-SB02069267	Printer Cartridges, Dist Maint	R	1/12/2012	245.00		010830		393.01
00062	CONSOLIDATED ELECTRICAL							
I-9009651071	AB Transformers, 4M PP	R	1/12/2012	901.80		010831		901.80
00719	CORELOGIC INFORMATION SOLUTION							
I-80393576	Realquest Software	R	1/12/2012	125.00		010832		125.00
00064	CROWDER BACKFLOW SERVICES, INC							
I-17715	Backflow Testing, TP	R	1/12/2012	180.00		010833		
I-17717	Backflow Testing, LCRA	R	1/12/2012	778.00		010833		958.00
01764	CSG Systems, Inc.							
I-76757	UB Mailing 11/29/11	R	1/12/2012	1,122.49		010834		1,122.49
01856	DATA FLOW							
C-63223A	Accrue Use Tax	R	1/12/2012	10.64CR		010835		
D-63223A	Accrue Use Tax	R	1/12/2012	10.64		010835		
I-63223	#10 White Envelopes, Admin	R	1/12/2012	180.80		010835		180.80
00520	DESTIN THOMAS RADIO							
I-480077	Installation of Office Radio	R	1/12/2012	995.00		010836		995.00
00091	ERNST & YOUNG LLP							
I-US0130544445	Fifth Progress Billing	R	1/12/2012	568.00		010837		568.00
00095	FAMCON PIPE & SUPPLY							
I-138832	Galv Bolts for Fairview PP	R	1/12/2012	301.16		010838		
I-138833	Gate Valve for WH Inventory	R	1/12/2012	906.26		010838		
I-138834	Parts for Warehouse Inventory	R	1/12/2012	134.06		010838		1,341.48
00714	FAST SIGNS							
I-26428985	New Price Sign for Entrance	R	1/12/2012	120.57		010839		120.57
10120	CHARLES Z. FEDAK & COMPANY							
I-122311	Audit Services, Dec 11	R	1/12/2012	808.00		010840		808.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00106	FRONTIER PAINT I-F157221 Black Spray for Pipelines	R	1/12/2012	13.60		010841		13.60
00376	GALL'S, INC. I-511862638 Streamlight Lantern for Dam	R	1/12/2012	202.67		010842		202.67
00216	THE GAS COMPANY I-122811 Acct#18231433006 I-122911 Acct#00801443003	R R	1/12/2012 1/12/2012	67.24 1,169.61		010843 010843		1,236.85
02158	Google, Inc. C-600079546 Credit for Additional Usage I-200033216 Google Apps for District I-550479 Additional Usage	R R R	1/12/2012 1/12/2012 1/12/2012	66.09CR 3,100.00 67.17		010844 010844 010844		3,101.08
00115	GRAINGER, INC I-9706274868 Lens Cleaning Tissues, TP I-9710954646 Lens Cleaning Tissues, TP I-9711085689 Bulbs, Batteries for District I-9717682661 Lamps for Warehouse Stock	R R R R	1/12/2012 1/12/2012 1/12/2012 1/12/2012	3.98 3.98 127.93 61.09		010845 010845 010845 010845		196.98
00121	HACH COMPANY I-7564246 Chlorine for TP, Lab	R	1/12/2012	304.23		010846		304.23
01594	HIGHWAY TECHNOLOGIES, INC. I-65092783001 Pet Regulation Signs for LCRA	R	1/12/2012	585.72		010847		585.72
00131	JCI JONES CHEMICALS, INC I-533024 Chlorine for TP, CM#533056 I-534205 Chlorine for TP, CM#534213 I-534207 Chlorine for TP, CM#534212	R R R	1/12/2012 1/12/2012 1/12/2012	1,620.00 1,734.60 881.94		010848 010848 010848		4,236.54
01022	KELLY CLEANING & SUPPLIES, INC I-7051350 Janitorial Svcs LCRA Dec 11	R	1/12/2012	300.00		010849		300.00
00328	LIGHTNING RIDGE I-7836 T-Shirts for Lab Tech I-7862 Safety Vests for Engineering	R R	1/12/2012 1/12/2012	49.61 53.37		010850 010850		102.98
09881	Marzulla Law, LLC I-1720 Prof Svcs Dec 11	R	1/12/2012	492.25		010851		492.25
00329	MCMaster-CARR SUPPLY CO. I-13989277 Spray Head for Eye Wash, TP I-14103688 Spray Heah for Eye Wash, TP	R R	1/12/2012 1/12/2012	77.63 77.63		010852 010852		155.26

VENDOR SET: 01 Casitas Municipal Water D
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151	MEINERS OAKS ACE HARDWARE							
	C-470797 Panels Exchanged, Inv#470793	R	1/12/2012	47.16		010853		
	I-468189 Garden Tools for Dist Maint	R	1/12/2012	43.61		010853		
	I-469739 Nuts & Bolts for Pipelines	R	1/12/2012	31.96		010853		
	I-470272 Trash Can and Lid, LCRA	R	1/12/2012	22.92		010853		
	I-470565 Cutoff Blades for LCRA Maint	R	1/12/2012	5.34		010853		
	I-470567 Plywood, Angles for LCRA	R	1/12/2012	29.89		010853		
	I-470723 Supplies for District Maint	R	1/12/2012	26.12		010853		
	I-470760 Waterpark Supplies	R	1/12/2012	43.75		010853		
	I-470793 Panels for Waterpark RR	R	1/12/2012	162.37		010853		
	I-470798 Panel for Waterpark RR	R	1/12/2012	20.37		010853		
	I-470980 Paint Supplies for Waterpark	R	1/12/2012	37.57		010853		
	I-470982 Paint Supplies for Waterpark	R	1/12/2012	29.85		010853		
	I-471103 Smooth Set for LCRA Office	R	1/12/2012	7.71		010853		
	I-471153 Table Nuts & Bolts, LCRA	R	1/12/2012	400.29		010853		
	I-471154 Sparkplugs for Weedwackers	R	1/12/2012	6.49		010853		
	I-471202 Glue, Door Kick for TP	R	1/12/2012	35.78		010853		
	I-471603 Materials for LCRA Office	R	1/12/2012	69.95		010853		
	I-471736 Wall Thermometer for Hydrology	R	1/12/2012	20.90		010853		
	I-471854 Paint Supplies for Waterpark	R	1/12/2012	25.72		010853		
	I-472045 Flat Bar for Admin Mail Boxes	R	1/12/2012	11.70		010853		
	I-472046 Flange for Showerhead, LCRA	R	1/12/2012	3.36		010853		
	I-472066 Replace Tape Measure, LCRA	R	1/12/2012	8.57		010853		
	I-472239 Dish Soap and Disinfectant, PL	R	1/12/2012	9.74		010853		
	I-472537 Adapter for Treatment Plant	R	1/12/2012	4.18		010853		
	I-472539 Parts for Drainage Repair, WP	R	1/12/2012	64.27		010853		
	I-472540 Cement for Drainage Repair, WP	R	1/12/2012	3.41		010853		
	I-472685 U-Post, Epoxy, Bolts for Fish	R	1/12/2012	66.68		010853		
	I-472832 Bolts & Screws for LCRA Maint	R	1/12/2012	12.23		010853		
	I-472856 Foam Spray, Steelwool, Dst Mnt	R	1/12/2012	11.77		010853		
	I-472944 Deadbolt for Coyote RR, LCRA	R	1/12/2012	37.08		010853		
	I-472968 Sanding Masks, Wrecking Bar DM	R	1/12/2012	60.78		010853		
	I-473074 Bolts & Screws, Duct Tape, Fish	R	1/12/2012	6.64		010853		
	I-473082 Tools for O & M CS	R	1/12/2012	37.93		010853		
	I-473176 Supplies for LCRA Maint	R	1/12/2012	52.49		010853		1,364.26
00834	NEXTEL COMMUNICATIONS							
	I-425958314122 Monthly Cell Phone Chrgs, LCRA	R	1/12/2012	949.36		010856		949.36
00163	OFFICE DEPOT							
	I-1430689615 Register Receipt Paper, LCRA	R	1/12/2012	15.72		010857		
	I-591955625001 Office Supplies	R	1/12/2012	143.76		010857		159.48

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00160 I-2009676	OILFIELD ELECTRIC CO, INC Motor Oil Sight Glass, OVPP	R	1/12/2012	184.26		010858		184.26
00607 I-071144C	OJAI ELECTRIC Electrical Work for Dist Ofc	R	1/12/2012	227.50		010859		227.50
00165 I-2424633	OJAI LUMBER CO, INC Tool to Float Grout, LCRA	R	1/12/2012	7.71		010860		7.71
00167 I-112211	OJAI VALLEY FAMILY MEDICAL GRP DMV Physical, Emp#8	R	1/12/2012	85.00		010861		85.00
00169 I-14060 I-14062	OJAI VALLEY SANITARY DISTRICT Cust#99991 9/1/11-10/31/11 Cust#20594	R R	1/12/2012 1/12/2012	4,290.29 150.63		010862 010862		4,440.92
02187 I-866724	Pitney Bowes Inc Postage Machine Rental	R	1/12/2012	112.61		010863		112.61
01439 I-1695A	PRECISION POWER EQUIPMENT Parts, Supplies, Weed Trimmers	R	1/12/2012	52.02		010864		52.02
10131 C-0102125477786INA D-0102125477786INA I-0102125477786IN	RESOURCE ACTION PROGRAMS Accrue Use Tax Accrue Use Tax Waterwise Kits for Schools	R R R	1/12/2012 1/12/2012 1/12/2012	590.05CR 590.05 8,532.00		010865 010865 010865		8,532.00
00313 I-4088	ROCK LONG'S AUTOMOTIVE Lube, Oil & Filter Change EQ#29 Replace Front Disc Pads, Resurface Front Disc Brake Rotor	R	1/12/2012	474.08		010866		474.08
00213 I-29214	SERVICEMASTER COMMERCIAL CLEAN Janitorial Svcs, D.O. Jan 12	R	1/12/2012	1,032.00		010867		1,032.00
10286 I-900524624	SIEMENS INDUSTRY, INC. P.H. Probe for Treatment Plant	R	1/12/2012	353.98		010868		353.98
00725 I-3908040169959	SMART & FINAL Supplies for Treatment Plant	R	1/12/2012	72.00		010869		72.00
02003 I-1803	Sostre & Associates CMS Fee and Website Hosting	R	1/12/2012	249.00		010870		249.00

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00215	SOUTHERN CALIFORNIA EDISON							
I-010412	Acct#2210502480	R	1/12/2012	37,066.65		010871		
I-010412A	Acct#2210505426	R	1/12/2012	2,090.98		010871		
I-010412B	Acct#2237789169	R	1/12/2012	23.46		010871		
I-010412C	Acct#2269631768	R	1/12/2012	19.82		010871		39,200.91
00223	STOCK BUILDING SUPPLY							
I-4685301300	Lumber for Signs, LCRA Maint	R	1/12/2012	59.36		010872		59.36
01556	SYSTAT SOFTWARE, INC							
I-201116215	Sigmaplot Software, Fisheries	R	1/12/2012	806.51		010873		806.51
00266	THOMSON WEST							
I-824064152	Government Code Updates	R	1/12/2012	1,486.38		010874		1,486.38
01407	TILECO DISTRIBUTORS, INC							
I-1347613	Caulk for Showerstall, LCRA	R	1/12/2012	17.52		010875		17.52
00234	UNITED WATER CONSERVATION							
I-011112	State Water Plan Payment	R	1/12/2012	11,750.00		010876		11,750.00
00250	COUNTY OF VENTURA							
I-FA0005156	Fee for Gas Tank at LCRA	R	1/12/2012	3,364.26		010877		3,364.26
00257	VENTURA RIVER COUNTY WATER							
I-123111	Acct#05-37500A	R	1/12/2012	27.92		010878		
I-123111A	Acct#03-50100A	R	1/12/2012	26.57		010878		54.49
00949	CITY OF VENTURA							
I-011112	State Water Plan Payment	R	1/12/2012	23,500.00		010879		23,500.00
00536	Water Resource Engr Associates							
I-201426	Encroachment Permit, Senior Cyn	R	1/12/2012	264.00		010880		264.00
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-7142467	Asphalt Blade, Gloves for PL	R	1/12/2012	392.21		010881		392.21
00274	JAMES WORD							
I-Dec 11	Reimburse Mileage 12/11	R	1/12/2012	31.08		010882		31.08
01985	AFLAC/FLEX ONE							
I-011312	Reimburse Medical 2011	R	1/13/2012	535.60		010883		535.60

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00006 I-1084	ADAMSON'S AUTOMOTIVE REPAIR Tow Unit#4, Lab Truck	R	1/18/2012	95.00		010884		95.00
00859 I-70016110811	AMERICAN FISHERIES SOCIETY Membership # 70016	R	1/18/2012	90.00		010885		90.00
00836 I-10029321	AMERICAN RED CROSS Waterfront Lifeguarding Certs	R	1/18/2012	385.00		010886		385.00
00022 I-7000385544	AMERICAN WATER WORKS ASSOC. 2012 Membership Renewal	R	1/18/2012	413.00		010887		413.00
00014 I-277364	AQUA-FLO SUPPLY Angle Valves for Pipelines	R	1/18/2012	96.95		010888		96.95
00840 I-0041273IN	AQUA-METRIC SALES COMPANY Meter Parts & Reading Eq, O&M	R	1/18/2012	2,928.39		010889		2,928.39
02179 I-80500	Art Street Interactive Res Sys, Software Hosting, Maint	R	1/18/2012	542.15		010890		542.15
00434 I-102611	ASSOCIATION OF CALIFORNIA 2012 Agency Dues	R	1/18/2012	16,610.00		010891		16,610.00
01666 I-000002950206	AT & T Local, Regional. Long Distance	R	1/18/2012	760.28		010892		760.28
00018 I-829434088X01142012	AT & T MOBILITY PT Wildlife Biol Monthly Cell	R	1/18/2012	10.61		010893		10.61
00021 I-055398	AWA OF VENTURA COUNTY 2012 Annual Membership Dues	R	1/18/2012	6,000.00		010894		6,000.00
00030 I-1239560000101	B&R TOOL AND SUPPLY CO 1" Hole Saws for 3M PP	R	1/18/2012	21.11		010895		21.11
02283 I-Dec 11 I-Nov 11	Mary Bergen Reimburse Mileage 12/11 Reimburse Mileage Nov 11	R R	1/18/2012 1/18/2012	8.21 12.32		010896 010896		 20.53
00821 I-668798	BEST BEST & KRIEGER LLP Matter #82356.00002 Dec 11	R	1/18/2012	945.56		010897		945.56

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00032	BIOVIR LABORATORIES, INC I-111855 Giardia/Crypto 12/15/11	R	1/18/2012	396.48		010898		396.48
00051	BOARD OF EQUALIZATION I-011712 UST Fee D.O. 44-030877	R	1/18/2012	268.02		010899		268.02
00051	BOARD OF EQUALIZATION I-011712A UST Fee LCRA 44-030670	R	1/18/2012	323.72		010900		323.72
00756	BOARD OF EQUALIZATION I-011212 Use Tax Return Acct#15300115 Filing Period 10/01/11-12/31/2011	R	1/18/2012	1,948.00		010901		1,948.00
00756	BOARD OF EQUALIZATION I-011212A Sales Tax Rturn Acct#101064412 Filing Period 01/01/11-12/31/11	R	1/18/2012	648.00		010902		648.00
00055	CASITAS BOAT RENTALS I-001358 Gas for Boats at LCRA	R	1/18/2012	913.29		010903		913.29
00061	COMPUWAVE I-SB02069289 Toner Cartridge	R	1/18/2012	210.70		010904		210.70
00062	CONSOLIDATED ELECTRICAL I-9009651581 Butt Splices for O&M CS	R	1/18/2012	117.55		010905		117.55
00067	CSDA I-2012 2012 Membership Dues	R	1/18/2012	3,838.63		010906		3,838.63
02034	D.K. Mechanical I-2129 Repair #68, Dump Truck Replaced Governor	R	1/18/2012	293.45		010907		293.45
01856	DATA FLOW C-63364A Accrue Use Tax D-63364A Accrue Use Tax I-63364 A/P Checks	R	1/18/2012	11.56CR		010908		
		R	1/18/2012	11.56		010908		
		R	1/18/2012	174.15		010908		174.15
00740	DELL MARKETING L.P. I-XFMPM69M9 Computer for LCRA Maint	R	1/18/2012	658.53		010909		658.53
00081	DELTA LIQUID ENERGY I-184166 Revalve Damtender's Tank	R	1/18/2012	289.39		010910		289.39

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00086	E.J. Harrison & Sons Inc							
I-881	Acct#5-00546088, Trash Pickup	R	1/18/2012	560.00		010911		560.00
00095	FAMCON PIPE & SUPPLY							
I-138835	Nipples for Pipelines	R	1/18/2012	16.09		010912		
I-138900	Gaskets, Sandcloth, Reservoirs	R	1/18/2012	113.69		010912		
I-139007	Saddle, Rancho Matilija Line	R	1/18/2012	135.14		010912		264.92
00013	FERGUSON ENTERPRISES INC							
I-0396123	Pipe Supports, Upper Ojai PP	R	1/18/2012	1,769.63		010913		1,769.63
00099	FGL ENVIRONMENTAL							
I-112162A	Wet Chemistry-NO3	R	1/18/2012	18.00		010914		
I-112163A	Wet Chemistry-NO3	R	1/18/2012	43.00		010914		
I-112520A	Wet Chemistry-NO3	R	1/18/2012	43.00		010914		
I-112808A	Wet Chemistry-NO3	R	1/18/2012	61.00		010914		
I-113115A	Wet Chemistry-NO3	R	1/18/2012	18.00		010914		
I-113116A	Wet Chemistry-NO3	R	1/18/2012	43.00		010914		
I-113324A	Wet Chemistry-NO3	R	1/18/2012	18.00		010914		
I-113325A	Wet Chemistry-Aggressiveness	R	1/18/2012	55.00		010914		299.00
00101	FISHER SCIENTIFIC							
I-5985511	Lab Supplies	R	1/18/2012	79.70		010915		79.70
01280	FRY'S ELECTRONICS, INC.							
I-4280503	Monitor for Reservations	R	1/18/2012	126.51		010916		126.51
00115	GRAINGER, INC							
I-9722529741	Anti-Oxidant for Grounding, E&M	R	1/18/2012	33.23		010917		33.23
00126	CAROLE ILES							
I-Dec 11	Reimburse Mileage 12/11	R	1/18/2012	27.19		010918		27.19
00872	Irrisoft, Inc.							
I-3971	Weather Station Signal Srvcs	R	1/18/2012	79.00		010919		79.00
00328	LIGHTNING RIDGE							
I-7905	O&M CS & Dist Maint Uniforms	R	1/18/2012	867.82		010920		867.82
00151	MEINERS OAKS ACE HARDWARE							
I-472584	Bolts & Screws for Pipelines	R	1/18/2012	49.62		010921		
I-473509	Cement for Waterpark	R	1/18/2012	3.41		010921		
I-473761	Drill Bits, Cutoff Blades, DM	R	1/18/2012	29.56		010921		
I-473914	Bolts for Deck on Utility Trlr	R	1/18/2012	17.79		010921		
I-474043	Hose Adapters, Batteries, PP	R	1/18/2012	15.29		010921		
I-474172	Supplies for Waterpark	R	1/18/2012	41.34		010921		
I-474195	Spraypaint for Fisheries	R	1/18/2012	3.96		010921		
I-474769	Chlorine for Pump Plants	R	1/18/2012	17.58		010921		178.55

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00158	NEWARK ELECTRONICS I-21542399 Electrical Connectors for E&M	R	1/18/2012	43.50		010922		43.50
00163	OFFICE DEPOT I-592111853001 Office Supplies	R	1/18/2012	9.65		010923		9.65
01570	Ojai Auto Supply LLC I-228412 Lens and Lamp for Eq#68 I-228923 Fuel Filter for LCRA Gas Pump Signal Lamp for Eq#68	R R	1/18/2012 1/18/2012	67.55 69.25		010924 010924		136.80
00165	OJAI LUMBER CO, INC I-2425533 Wood for Deck on Eq Trailer	R	1/18/2012	18.25		010925		18.25
01464	OJAI PRINT WORKS I-1689 Traffic Tshirts for Pipelines	R	1/18/2012	386.10		010926		386.10
00602	OJAI TRUE VALUE I-41518 Masking Tape, Work Gloves, Lab	R	1/18/2012	12.40		010927		12.40
00161	OJAI VALLEY CHAMBER OF I-109983 Annual Dues 1/1/12-12/31/12	R	1/18/2012	680.00		010928		680.00
00168	OJAI VALLEY NEWS I-02706909001 Ad for Grey Water Workshop	R	1/18/2012	67.50		010929		67.50
00169	OJAI VALLEY SANITARY DISTRICT I-14144 Cust #52921, Sewer Service	R	1/18/2012	50.21		010930		50.21
01381	ONTRAC I-7310453 Refrigerated Sample to Biovir	R	1/18/2012	3.87		010931		3.87
00952	PAPA I-011812 2012 Membership QAC#91878 I-2012 2012 Membership QAC#95139	R R	1/18/2012 1/18/2012	40.00 40.00		010932 010932		80.00
10042	PSR ENVIRONMENTAL SERVICE, INC I-5320 Gas Tank Inspection, LCRA I-5321 Gas Tank Inspection, Main Yard	R R	1/18/2012 1/18/2012	210.00 210.00		010933 010933		420.00
00313	ROCK LONG'S AUTOMOTIVE I-4189 Lube & Oil Change, EQ#40, TP I-4231 Lube & Oil Change, EQ#42, PL Replace Air Filter & Fuel Filter	R R	1/18/2012 1/18/2012	108.23 689.47		010934 010934		797.70

VENDOR SET: 01 Casitas Municipal Water D
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00978	SAFETY GEAR CORPORATION							
C-0010511A	Accrue Use Tax	R	1/18/2012	64.29CR		010935		
D-0010511A	Accrue Use Tax	R	1/18/2012	64.29		010935		
I-0010511	Safety Vests, Various Depts	R	1/18/2012	886.60		010935		886.60
01662	TYLER TECHNOLOGIES, INC.							
I-02536503	UB Online Monthly Fees	R	1/18/2012	153.00		010936		153.00
00234	UNITED WATER CONSERVATION							
I-011712	State Water Plan Payment	R	1/18/2012	31,440.00		010937		31,440.00
00239	VENTURA CHAMBER OF COMMERCE							
I-1595	2012 Membership	R	1/18/2012	895.00		010938		895.00
00256	VENTURA RENTAL CENTER, INC.							
I-1202503	Concrete for Kicker, Pipelines	R	1/18/2012	99.88		010939		99.88
00258	VENTURA STEEL, INC							
I-122838	Steel for Pipeline	R	1/18/2012	25.85		010940		25.85
00949	CITY OF VENTURA							
I-011712	State Water Plan Payment	R	1/18/2012	62,880.00		010941		62,880.00
01283	Verizon Wireless							
I-1044985121	Dist Ofc Monthly Cell Charges	R	1/18/2012	83.28		010942		83.28
01396	VULCAN MATERIALS COMPANY							
I-628271	Cold Mix Asphalt Patch, PL	R	1/18/2012	433.21		010943		433.21
00700	Kathryn Wachtell							
I-011712	Irrigation Controller Rebate	R	1/18/2012	250.00		010944		250.00
00271	WEST COAST AIR CONDITIONING							
I-S37232	PM Service A/C Unit at D.O.	R	1/18/2012	185.00		010945		185.00
10048	WORLD WATERPARK ASSOCIATION							
I-110111	2012 Annual Membership	R	1/18/2012	365.00		010946		365.00
00489	STEVE WICKSTRUM							
I-Dec 11	Reimburse Mileage 12/11	R	1/18/2012	123.34		010947		123.34
00229	BUREAU OF RECLAMATION							
I-BD120520R776A	Vend Id M4826,40th Dam Payment	R	1/18/2012	943,645.96		010948		943,645.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00128	INTERNAL REVENUE SERVICE							
I-T1 201201090509	Federal Withholding	D	1/11/2012	5.38		011121		
I-T1 201201110510	Federal Withholding	D	1/11/2012	20,653.43		011121		
I-T3 201201090509	FICA Withholding	D	1/11/2012	14.19		011121		
I-T3 201201110510	FICA Withholding	D	1/11/2012	17,928.37		011121		
I-T4 201201090509	Medicare Withholding	D	1/11/2012	3.96		011121		
I-T4 201201110510	Medicare Withholding	D	1/11/2012	4,999.32		011121		43,604.65
00049	STATE OF CALIFORNIA							
I-T2 201201110510	State Withholding	D	1/11/2012	7,158.68		011122		7,158.68
00187	CALPERS							
I-PER201201110510	PERS EMPLOYEE PORTION	D	1/11/2012	10,318.34		011123		
I-PRR201201110510	PERS EMPLOYER PORTION	D	1/11/2012	12,465.08		011123		22,783.42

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	144	1,967,652.74	0.00	1,967,652.74
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	73,546.75	0.00	73,546.75
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	147	2,041,199.49	0.00	2,041,199.49
BANK: AP	TOTALS:		147	2,041,199.49	0.00	2,041,199.49
REPORT TOTALS:			149	2,041,199.49	0.00	2,041,199.49

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: January 19, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Final Repayment for the Ventura River Project

RECOMMENDATION:

It is recommended that the Board of Directors authorize and direct the President of the Board to sign the transmittal letter and the President and Vice-President sign the final repayment check.

BACKGROUND:

The day has come for the Casitas Municipal Water District to make the last repayment for the cost of the Ventura River Project.

Beginning in 1952 with the formation of the District and the support of the local citizens, the District pursued the assistance of the Bureau of Reclamation to create a reliable water storage and distribution system in western Ventura County for irrigation, municipal, domestic and industrial water uses. By March 1956, Congress authorized the design and construction of the Ventura River Project at a cost of \$27,669,000 which was to be repaid by the District's citizens over a period of fifty years. Upon completion of the design, it was recognized that the cost of the Ventura River Project was more nearly \$31,000,000. The Ventura River Project was substantially completed and turned over to the District on March 1, 1959. The annual installment payments were due each February 1 for the succeeding fifty years.

The repayment dollars have been collected from property owners in the District thru a specific tax for the District. Property owners will see a decrease in the tax collected for the Casitas Municipal Water District. The tax bill that remains is for the annual debt incurred for State Water entitlement.

The completion of the repayment portion of the contract does not mean that the District now holds the "pink slip" to the Ventura River Project. The title to the project works constructed by the United States pursuant to the contract is to remain in the name of the United States unless otherwise provided for by Congress. The District does continue with the contractually assigned responsibilities for the operation and maintenance of the project and the water rights remain with the District. The District and Bureau will continue to coordinate and cooperate under the provisions of the contract.

During recent discussions with Bureau staff regarding the burden of land ownership reporting under the Reclamation Reform Act and the timing of the completion of the repayment, there may be an opportunity to request and receive a provisional release from the reporting requirement. The transmittal of the final repayment includes a request for the Bureau's consideration of

granting the provisional release and a request to advise on the conditions of such a release.

A check in the amount of \$943,645.96 and a transmittal letter have been prepared for issuance by the Board of Directors and delivery to the Bureau of Reclamation. The District has been timely in making each payment prior to February 1. It is therefore recommended that the final payment installment be submitted in the same timely manner.

January 25, 2012

Bureau of Reclamation
P.O. Box 301502
Los Angeles, CA 90030-1502

Dear Bureau of Reclamation:

It is with great honor that the Casitas Municipal Water District delivers the final reimbursement check for the Ventura River Project, in accordance with Contract No. 14-06-200-5257, as amended. It is with this check that the local citizens complete their initial financial obligation to the United States. The vision and actions by Congress and local citizens to fund and construct the Ventura River Project have improved the water availability for municipal, industrial and agricultural uses of western Ventura County.

Although the repayment obligation for the Ventura River Project has been completed, the District and the Bureau will continue their on-going obligations to operate and maintain the Project in accordance with the Contract.

At this time, the District requests that the Bureau consider granting the District a provisional release from the requirements of the Reclamation Reform Act (RRA). Please provide the necessary information and direction for this consideration in a timely manner.

The District looks forward to our continuing our respective obligations to serve the public good.

Sincerely,

Russ Baggerly
President, Board of Directors

James W. Word
Vice-President

Bill Hicks
Secretary

Mary Bergen
Assistant Secretary

Pete Kaiser
Director

Steven E. Wickstrum
General Manager

Attachment: Check No. 10948

c: Michael Jackson

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: January 19, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Waiver for Legal Assistance – Best Best & Krieger LLP

RECOMMENDATION:

It is recommended that the Board of Directors authorize the issuance of a written waiver to Best Best & Krieger LLP for the purpose of their representation of Westlands Water District in the preparation of an amicus brief in support of Casitas' position in the Casitas Municipal Water District v. United States.

BACKGROUND AND OVERVIEW:

The District has received a request from Robert Sawyer of Best Best & Krieger LLP (BBK) to receive a written waiver from the Casitas that would allow BBK to perform service for Westlands Water District. The waiver would allow Mr. Rod Ralston of BBK to prepare an amicus brief in support of Casitas position in the Casitas Municipal Water District v. United. It should be pointed out that Casitas is a client of BBK and Mr. Sawyer, who represents Casitas, the City of Ventura and United Water Conservation District in the State Water legal actions that are currently pending.

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: TODD EVANS, ASSISTANT ENGINEER
SUBJECT: AWARD CONTRACT-FAIRVIEW PUMP PLANT ELECTRICAL UPGRADES, SPECIFICATION 11-349
DATE: JANUARY 20, 2012

RECOMMENDATION:

It is recommended that the Board of Directors accept the proposal submitted by the lowest responsible bidder and award the contract for the construction of the Fairview Pump Plant Electrical Upgrades, Specification 11-349 to Atom Engineering in the amount of \$104,398.00. 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 Fairview Pump Station is in need of electrical upgrades to improve the efficiency of the facility and bring the facility into current code compliance. This project will install the previously purchased Motor Control Center (MCC) / Switchgear, install the Southern California Edison required facilities, and connect the new power to the existing pumps.

The project was advertised through F.W. Dodge. Eight bidders completed the mandatory job walk. Five firms submitted proposals. The bid results are

FIRM	AMOUNT
Atom Engineering	\$104,398.00
Healy Electric	\$115,387.00
Oilfield Electric Company	\$141,500.00
Coleman-Pacific Inc	\$156,159.00
Native Electric	\$193,000.00

The apparent lowest responsible bidder is Atom Engineering and sub-contractor, Industrial Power & Automation (IPA), and has successfully completed similar projects. Atom Engineering has a current valid contractor's license and has a satisfactory safety record, based on their proposal.

The FY 2011-12 Capital Budget includes sufficient funds to complete the multi-phase project.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT
FOR THE FAIRVIEW PUMP PLANT ELECTRICAL UPGRADES
SPECIFICATION NO. 11-349**

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

WHEREAS, the District received five bids,

WHEREAS, Atom Engineering submitted the low bid in the amount of \$104,398.00.

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

1. That the proposal from Atom Engineering is responsive.
2. That the bid from Atom Engineering in the amount of \$104,398.00 be accepted for the Fairview Pump Plant Electrical Upgrades (Spec. #11-349) and a contract awarded.
3. That staff is hereby authorized and directed to proceed with the administration of the contract with Atom Engineering.

ADOPTED this 25th day of January, 2012.

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary
Casitas Municipal Water District

INTEROFFICE MEMORANDUM

TO: Steve Wickstrum
FROM: Susan McMahon
SUBJECT: Award Contract with Flow Science Incorporated
DATE: 01/20/2012

Recommendation:

It is recommended that the Board of Directors accept and approve the proposal for specific scope of work in the amount of \$100,000 to Flow Science Incorporated for the evaluation of the Lake Casitas aeration system as provided in the attached proposal, and execute the agreement for said work, and authorize staff to proceed with the administration of the contract.

Purpose:

The purpose of this project is to improve the efficiency and effectiveness of the District's lake aeration system.

Background and Discussion:

The purpose of an aeration system is to discourage algal blooms by destratifying dissolved oxygen layers that naturally form during spring, summer and fall. Aeration can lessen the severity of algal blooms by reducing the amount of phosphate that is recycled from the sediments when dissolved oxygen levels are low. Large algal blooms can increase phosphate recycling, and promote larger and more frequent algae blooms, creating a cycle that gets worse as time goes by.

Algal blooms are a concern because of customer complaints related to taste and odor issues, and from problems caused at the treatment plant. Certain species of algae increase filter differential pressures and increase demand on the filters. More backwashing is necessary to keep the filters from clogging, and potentially the filters can become overloaded. As a worst cast scenario filter breakthrough can occur. This would be a violation of Department of Public Health water treatment regulations and could result in unsafe water for our customers. Changes in lake management are necessary to reduce the possibility of this catastrophic situation

Currently there aren't any drinking water standards specifically for algae, but blue-green algae and their associated toxins are on the Third Federal Drinking Water Contaminant Candidate List (CCL3). The EPA uses the CCL process to prioritize research efforts to help determine whether a specific contaminant ought to be regulated. The prevention of

blooms is an important strategy because chemical treatments rupture algal cells, and may cause the release of toxins. Water treatment plants may not be entirely effective at removing these toxins.

Aeration also affects iron and manganese levels in the lake. The raw water has at times exceeded the secondary standard for manganese (50 mg/L), but in the finished water it has been measured as non-detectable. The high manganese levels potentially result in increased chlorine use because some of the oxidizing power of chlorine gets used by the manganese. Insufficient aeration also results in the formation of hydrogen sulfide, which can also be oxidized by chlorine, and can cause taste and odor issues.

Additionally, a properly aerated lake provides better fish habitat, particularly during summer and fall when the surface water becomes warm. If the cooler deeper water is not adequately oxygenated the fish cannot utilize that area of the lake. A properly aerated lake is also a more aesthetically pleasing lake. This may be important in terms of recreational use of the lake.

The existing aeration system is mechanically sound and easy to maintain, but it does not appear to destratify the lake to the extent that previous systems have. With the previous system, a much smaller volume of “low dissolved oxygen” water (less than 2.0 mg/L) would develop during summer and fall. With the previous system, the depth where insufficient oxygen began started at 160 feet and continued down to the bottom. Insufficient oxygen levels now start at the shallow depth of 80 feet, and continue on to the bottom.

The goal of this project is to improve the performance of the aeration system to the level of efficiency of previous aeration systems. To achieve this there is a need for additional lake management tools. Further analysis and assessment by an expert in the field is necessary to give us these tools. Many processes in the lake can affect water quality including source of nutrients, sediment characteristics, mixing characteristics, hypolimnion oxygen demand, and sediment oxygen demand. A better understanding of lake dynamics and aeration system improvements can be achieved through the use of the Dynamic Reservoir Simulation Model. This model is predictive of system performance, will shorten the time for improvements, and will help ensure that mistakes are not made.

Staff has sought proposals for an expert technical evaluation of the Lake Casitas aeration system. Statements of Qualifications were received and evaluated from six firms; most were selling a particular type of system or device. Flow Science Incorporated was the only firm that had extensive experience in the analysis and modeling of lakes and reservoirs, and the design of aeration systems. Flow Science has been involved with bubble destratification projects for LADWP, and Metropolitan Water District. The scope of work includes the following:

Task	Description
1	Gather data
2	Analyze data
3	Set up DYRESM* model
4	Calibrate DYRESM model
5	Estimate dissolved oxygen requirements
6	Evaluate alternative diffuser depths and flow rates
7	Develop recommendations for system improvements
8	Estimated costs of improvements
9	Reports
10	Meetings and presentations

*DYNAMIC RESERVOIR SIMULATION MODEL

The project schedule shall be nine months unless mutually amended. Casitas has budgeted \$100,000 for this project, paid out on a completed task basis. Funding for this project is included in the FY 2011-12 Capital Budget.

By improving the aeration system performance, Casitas may realize cost savings by lowering operational costs through the optimization of compressor levels, less use of algaecides, less staff time spent on algae control and backwashing, and the avoidance of costly problems in the future. All of which may help offset the cost of this project.

|

Flow Science Incorporated

420 Neff Ave., Suite 230, Harrisonburg, VA 22801

(540) 442-8433 • FAX (540) 442-8863



October 11, 2011

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

Attention: Ms. Susan McMahon

Subject: Proposal for Evaluation of and Recommendations to
Improve the Performance of the Lake Casitas Aeration System
Casitas Municipal Water District, California
V104097

Dear Susan,

This proposal is based on our previous conversations about and understanding of the needs of the Casitas Municipal Water District (CMWD) for an evaluation of the existing aeration system at Lake Casitas and recommendations for improving the performance of the system. This proposal includes a Background and proposed Scope of Work, Budget, and Schedule.

Flow Science has extensive experience in the analysis and modeling of lakes and reservoirs and the design of aeration/oxygenation systems. Our qualifications and resumes of key personnel have been previously provided.

BACKGROUND

We understand that Lake Casitas has a capacity of approximately 250,000 acre-ft, a maximum depth of 267 ft, and a mean depth of 94 ft. The reservoir receives inflows from a protected watershed that includes the Santa Ana Creek, Coyote Creek, and the Ventura River. Outflows from Lake Casitas are through a multi-level intake structure, with releases of up to 60-80 acre-ft/day during the summer months. Therefore, the lake has a very high average residence time on the order of 10 years.

In the absence of an aeration system, Lake Casitas has exhibited significant thermal stratification and an anaerobic hypolimnion that resulted in a multitude of water quality problems. Then in about 1969, a diffused aeration system was installed that resulted in partial destratification. The diffusers were approximately 690 ft (210 m) long and located near the dam. The diffuser lines were originally positioned about 25 m above the lake bottom, but were later repositioned to 3-6 m above the bottom. It is reported that the bulk of the oxygenation resulted from the mixing due to the partial destratification and very little (less than 10 percent) of the hypolimnion oxygenation resulted from direct gas transfer from the rising bubbles (Johnson and LaBounty, 1988). A new aeration system was installed in about 2005. The new aeration system



includes one duty and one standby compressor, operated at 225-265 scfm each from April through November. The new diffusers were installed near the dam, about 50 ft off the bottom of the reservoir.

With the current aeration system, the lake does not exhibit a distinct thermocline between the epilimnion and the hypolimnion. It appears that the lake is only weakly stratified, which results in higher DO concentrations at depth, but at times the bottom dissolved oxygen (DO) concentrations still drop unacceptably low below the level of the diffusers, particularly in late summer and early fall. There are reports of occasional heavy spring algae blooms and lesser fall blooms. Also low DO concentrations are reported to penetrate to higher elevations within the water column (as compared to the system pre-2005) and cause manganese levels to exceed maximum contaminant levels (MCLs).

In summary, the water quality in the reservoir is not well understood and an analysis of the system will lead enhancements to the aeration system.

SCOPE OF WORK

Flow Science proposes the following Scope of Work in order to evaluate the aeration system and provide recommendations for improvements.

TASK 1 GATHER DATA

Assemble up to ten (10) years of available reservoir data (for ~5 years before and after modifications were made to the existing aeration system) on Lake Casitas from CMWD including:

- capacity curve
- water surface elevations
- data on aeration/destratification system operation
- all in-reservoir water quality data (e.g., temperature, conductivity/salinity, Secchi depth, pH, DO, nutrients, chlorophyll, manganese, etc.)
- all inflow/outflow rates and water quality data (e.g., temperature, conductivity/salinity concentrations, Secchi depth, pH, DO, nutrients, chlorophyll, manganese, etc.)
- outflow tier operations
- any available on-site meteorological data

Also obtain range of expected future operating conditions (e.g., inflows, outflows, and water surface elevations) from CMWD.



TASK 2 ANALYZE DATA

Analyze the data collected in Task 1 (particularly the temperature and DO data) to determine seasonal and year-to-year trends and differences; define the extent of the low DO problem. Examine correlations between the DO and temperature profiles. Assess whether there is increased productivity in the lake during certain events that may impact DO levels. Identify whether changes in bottom DO concentrations can be correlated with other measured data such as water surface elevations, level of operation of the aeration system, and/or nutrients, chlorophyll, manganese, etc.

Estimate the Sediment Oxygen Demand (SOD) based on the DO data collected at elevations beneath the aeration/destratification system. [Within the last five years, we understand that the aeration units have been ~50 ft above the bottom, so this would yield useful information on the rate of DO decay in the lake.]

Compare reservoir water quality (especially temperature and DO) data before and after modifications were made to the aeration/destratification system to identify the potential causes of any changes observed in water quality.

TASK 3 SET-UP DYRESM-CAEDYM MODEL

Gather additional meteorological data to supplement the data provided by CMWD in Task 1. Set up reservoir capacity curve. Prepare DYRESM-CAEDYM input files for multiple historical years for temperature, conductivity/salinity, and nutrients and include the existing aeration system operations.

TASK 4 CALIBRATE DYRESM-CAEDYM MODEL

Calibrate the DYRESM-CAEDYM model for the chosen (2) historical years for temperature, salinity, DO, nutrients (if in-reservoir measured data are available) and algae (if in-reservoir measured data are available). The calibration will include modeling of the existing aeration system. Note that SOD may vary from year to year and SOD values based on Task 2 analysis may be used for each year.

This provides a chance to evaluate the performance of the alternative aeration systems in Task 6 under a wide range of SOD conditions.

TASK 5 ESTIMATE DO REQUIREMENTS

Run DYRESM-CAEDYM simulations using the calibrated model from Task 4 with the existing aeration system removed in order to estimate the hypolimnetic DO demand based on the predicted hypolimnetic volume (from Task 4 model results), the rate of DO decay predicted in the water column (from Task 2 analysis of historical data), and an estimate of the induced oxygen demand. The estimated



DO demand from Task 5 will be compared to the operational data evaluated in Task 2 to determine whether the performance of the existing aeration system would improve by operating the system at a higher flow rate, or by expanding the capacity of the system to quantify how much additional DO is needed.

TASK 6 EVALUATE ALTERNATIVE DIFFUSER DEPTHS AND FLOW RATES

Run three (3) DYRESM-CAEDYM simulations using the calibrated model from Task 4 to evaluate several alternative aeration system elevations, and/or flow rates based upon the data analysis and modeling performed in Tasks 2-5.

TASK 7 DEVELOP RECOMMENDATIONS FOR SYSTEM IMPROVEMENTS

Based on the results of Tasks 2-6, develop detailed recommendations to improve the performance of the existing aeration system. The improvements may include recommendations for alternate diffuser depths, higher flow rates, or increased system capacity. For each recommendation, identify major system components or changes and provide conceptual layouts or other relevant schematics and details on the sizing, placement, and operation of the above ground and underwater system components. Note that a possible outcome of this study would be a recommendation to provide hypolimnetic oxygenation using diffused oxygen, or possibly a Speece cone. The scope of the work does not include detailed design of a hypolimnetic oxygenation system (but that can be done as part of a future task, if needed).

TASK 8 ESTIMATED COSTS OF IMPROVEMENTS

Prepare a preliminary cost estimate for the recommended improvements identified in Task 7, including both estimated capital costs and ongoing operating and maintenance costs.

TASK 9 REPORTS

Summarize the results of the work in a Draft and Final report. Provide recommendations for further studies or data collection.

TASK 10 MEETINGS & PRESENTATIONS

Prepare for and attend up to two (2) meetings at CMWD offices to discuss and present the results of the work. Participate in conference calls as needed.



BUDGET

The not-to-exceed budget for performing the above described tasks is \$100,000. The total project cost will not be exceeded without written authorization.

Task/Description	Estimated Budget
1 – Gather Data	\$ 1,160
2 – Analyze Data	17,535
3 – Setup DYRESM-CAEDYM Model	14,640
4 – Calibrate DYRESM-CAEDYM Model	14,620
5 – Estimate DO Requirements	6,000
6 – Evaluate Alternative Diffuser Depths and Flow Rates	16,040
7 – Develop Recommendations for System Improvements	6,740
8 – Estimated Costs of Improvements	3,260
9 – Report	15,294
10 – Meetings & Presentations (incl. \$2100 in est. travel costs)	4,711
Total	100,000

SCHEDULE

The work schedule will be coordinated with you, but we estimate about 7 to 9 months to complete the project after we receive a fully-executed contract, written notice to proceed, and all necessary information.

If you have any questions, please do not hesitate to call Dr. Imad Hannoun at (540) 442-8433 or Ms. Kristen Bowman Kavanagh at (215) 854-6445. We look forward to the opportunity to work with you.

Sincerely yours,

Kristen Bowman Kavanagh, P.E.
Vice President

Imad A. Hannoun, Ph.D., P.E.
President

cc: E. John List, FSI
Terrie Mitchem, FSI

**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
Flow Science Incorporated
FOR**

**The Evaluation of and Recommendations to Improve the Performance of the Lake Casitas
Aeration System**

THIS AGREEMENT is made and entered into this _____ day of _____ in the year 2011 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **DISTRICT**, and **Flow Science Incorporated** herein designated as the **CONSULTANT**.

W I T N E S S E T H

WHEREAS, the District issued a request for Statement of Qualifications to provide a study of the Lake Casitas aeration system; and

WHEREAS, the Consultant submitted a Statement of Qualifications dated September 15, with a proposal dated October 11, 2011 to complete the required scope of work; and

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

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

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District
2. DATA FURNISHED BY DISTRICT. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District has furnished Consultant with existing information which was indicated by District as being available and which Consultant had requested. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, furnished by District or third parties retained by District.
3. SCOPE OF SERVICES.

Project Goal

Agreement for Design Services

The goal of the project is provide an evaluation of and recommendations for improving the performance of the Lake Casitas Aeration System. The scope of work shall be as contained in the Request for Statement of Qualifications dated September 2, 2010 prepared by the District (Exhibit 1), the Statement of Qualifications dated September 15, 2010 (Exhibit 2) and the Proposal for Evaluation of and Recommendations to Improve the Performance of the Lake Casitas Aeration System dated October 11, 2010 (Exhibit 3), the latter two prepared by the Consultant.

4. **FEE FOR SERVICES.** The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be in accordance with the project cost list in the final proposal. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs. Hourly rates shall be at rates shown on Flow Science Incorporated "Schedule of Hourly Billing Rates" dated January 2011.

The total fee for services shall not exceed \$100,000 without the prior written consent of the District.

5. **DELIVERABLES.** The completion and delivery of one copy and one electronic file (Adobe format or otherwise mutually agreed format) of the 90% draft and final reports summarizing the results of the work shall be defined as the work required to achieve the designated deliverables. The reports will summarize the following tasks:

Data collected

Data Analysis

Set up and calibration of DYRESM-CAEDYM Model

An estimation of DO requirements

An evaluation of Alternative Diffuser Depths and Flow Rates

Recommendations for System Improvements

Estimated costs of improvements

Recommendations for further studies or data collection

Model electronic files (software to run files is not included)

6. **PAYMENT OF COMPENSATION.** Compensation shall be billed monthly in increments based on the percentage of each task completed.
7. **CHARGES FOR REVIEW OF BILLS.** The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.
8. **NO INTEREST, NO ATTORNEYS' FEES.** No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

Agreement for Design Services

9. CHANGES. Consultant shall provide consulting services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.
10. PROJECT SCHEDULE The Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule shall be nine months, as shown in "Proposal for Evaluation of and Recommendations to Improve the Performance of the Lake Casitas Aeration System dated October 11, 2011 and as mutually amended.
11. RESPONSIBILITY OF CONSULTANT.
 - a) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, promptly correct any CONSULTANT errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
 - b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the cost proposal. Approval by District of analyses, inspection, testing, reports, designs and incidental engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of CONSULTANT's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - c) CONSULTANT shall be and remain liable in accordance with applicable California law for damages to District caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.
13. PERSONNEL. District requires the following project team members to work directly with

Agreement for Design Services

District until completion of the project. CONSULTANT shall inform District immediately if any of the following personnel or staff listed in the proposal becomes unavailable for any reason prior to completion of the project:

Agreement for Design Services

Name

Imad Hannoun, Ph.D., P.E. President and Senior Engineer III

Kristen Bowman Kavanagh, Ph.D., P.E. Vice President and Project Engineer II

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

12. INSURANCE.

a) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONSULTANT or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.

b) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.

c) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, public liability and property damage insurance naming District, its officers, directors, and employees as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by CONSULTANT or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Contractor's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. CONTRACTOR shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to District and naming District, its officers, directors and employees as additional insured with respect to claims arising out of operations performed on

Agreement for Design Services

behalf of CONSULTANT for the consulting services covered by this Agreement.

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

14. INDEMNIFICATION. CONSULTANT shall defend, indemnify and hold District and its officers, directors, employees, and agents harmless from all loss, liability and expense from all claims, demands or liability if and to the extent caused by negligence or willful misconduct of CONSULTANT, its subconsultants and employees whether such claims, demands or liability are caused by CONSULTANT, CONSULTANT's agents or employees, or subconsultants employed by CONSULTANT, their agents or employees, or products installed on the project by CONSULTANT or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the assessment services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault.
15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
16. TERMINATION. In addition to the rights granted to District under the General Conditions, District may, by written notice to CONSULTANT, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, CONSULTANT will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but CONSULTANT shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by CONSULTANT. In the event of a termination without cause, CONSULTANT will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by District.

Agreement for Design Services

17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of DISTRICT when CONSULTANT has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist CONSULTANT in performing under this Agreement shall be delivered forthwith to DISTRICT. However, nothing shall prevent CONSULTANT from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONSULTANT pursuant to this Agreement are instruments for service specific to this project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by DISTRICT for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. DISTRICT has entered into this Agreement in order to receive the services of CONSULTANT. The provisions of the Agreement shall equally apply to any subcontractor of CONSULTANT. CONSULTANT shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. CONSULTANT's opinions on cost and schedule shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from CONSULTANT's estimates or forecasts or from actual outcomes.

Agreement for Design Services

23. **NOTICES.** All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

<u>To District:</u> Steven E. Wickstrum, General Manager Casitas Municipal Water District 1055 Ventura Avenue Oak View, CA 93022 (805) 649-2251	<u>To Consultant:</u> Dr. Imad Hannon Flow Science Incorporated 420 Neff Ave, Suite 230 Harrisonburg, VA 22801 (540) 442-8433
---	--

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

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

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary,
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

John Matthews, Attorney
Arnold, Bleuel, LaRochelle, Matthews & Zirbel LLP

Flow Science Incorporated

By: _____
Dr. Imad Hannoun
President

Soad w/o
1/25/2012


OJAI VALLEY
LAND CONSERVANCY
Protecting your views, trails, water and wildlife.

January 18, 2012

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Ojai, CA 93024

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Staff

Greg Gamble
Executive Director

Rick Bisaccia

Darcy Gamble

Marti Reid

Brian Stark

Dear Mr. Pendleton,

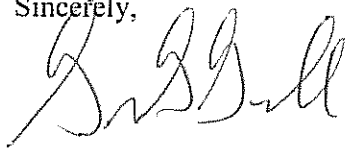
As we discussed at the meeting at the U.S. Forest Service office on 9/13/11, the Ojai Valley Land Conservancy is very concerned about the prospect for damage to the habitat restoration project on the Ventura River Preserve which may be done by your cattle this year if they cannot be contained on the USFS allotment.

While the OVLC has been flexible and tolerant with regard to the trespass of your cattle on the Preserve in past years, as we discussed at the meeting and at other times the situation has changed because we are investing tens of thousands of dollars in this restoration project. The restoration project happens to be in a location where the cattle commonly go when they are on our Preserve.

An April 20, 2004 agreement between you and OVLC described our mutual understanding of how we would work together with regard to your grazing permit on the USFS allotment. One of the provisions of this agreement was that you would remove trespass cattle from the Preserve within 72 hours of being notified of their presence. As evidenced by the situation this past summer in which your cattle remained on our property for three months after you received our notification of their presence, clearly this agreement isn't working. This letter serves as formal written notice that that and any other agreements or understandings between us are terminated.

To prevent damages from occurring to our restoration project, we do not want cattle on the preserve at any time. As a result, from this point forward we will be contacting Ventura County Animal Control if and when we find cattle on our property, and we will ask them to remove the animals. This will be in enforcement of Ventura County Ordinance, Chapter 4, Section 4435: Livestock Running at Large, which requires that cattle not be allowed to trespass on neighboring property. We will also seek reimbursement for any damages caused by the cattle while on our property.

Sincerely,



Greg Gamble
Executive Director

Cc Sue Exline
Steve Wickstrum

Tax ID#77-0169682



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southwest Region
501 West Ocean Boulevard, Suite 4200
Long Beach, California 90802-4213

January 10, 2012

REC'D JAN 13 2012

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

Dear Jonathan Hall,

The National Marine Fisheries Service (NMFS) is pleased to announce the release of the **Final Southern California Steelhead Recovery Plan**. The Endangered Species Act of 1973 (ESA) requires the development of recovery plans for all species listed under the Act. Recovery plans published by NMFS are guidance documents, not regulatory documents, and do not create a legal obligation beyond existing legal requirements.

The final Recovery Plan incorporates the best available scientific and commercial information on the status of the species and the recommended actions to abate and reduce the threats hindering the species' recovery. The draft Southern California Steelhead Recovery Plan was released for public review in June 2009. Numerous public comments were received, including useful information and recommendations on the strategy and actions needed to recover steelhead. The final plan incorporates the information and recommendations NMFS received from the public and parties actively engaged in the recovery of steelhead.

The Southern California Steelhead Recovery Plan is the first comprehensive look at the plight of Southern California steelhead and identifies both challenges and the opportunities to protect and restore an important part of California's natural heritage. Because the focus of the Southern California Steelhead Recovery Plan is on the restoration of basic watershed processes, implementation of recommended actions will also contribute to the protection and restoration of a wide variety of other native species in addition to steelhead. In many cases the recovery actions are consistent with other existing local, regional, and state programs intended to restore watershed health and therefore the vital role coastal watersheds play in the communities of Southern California.

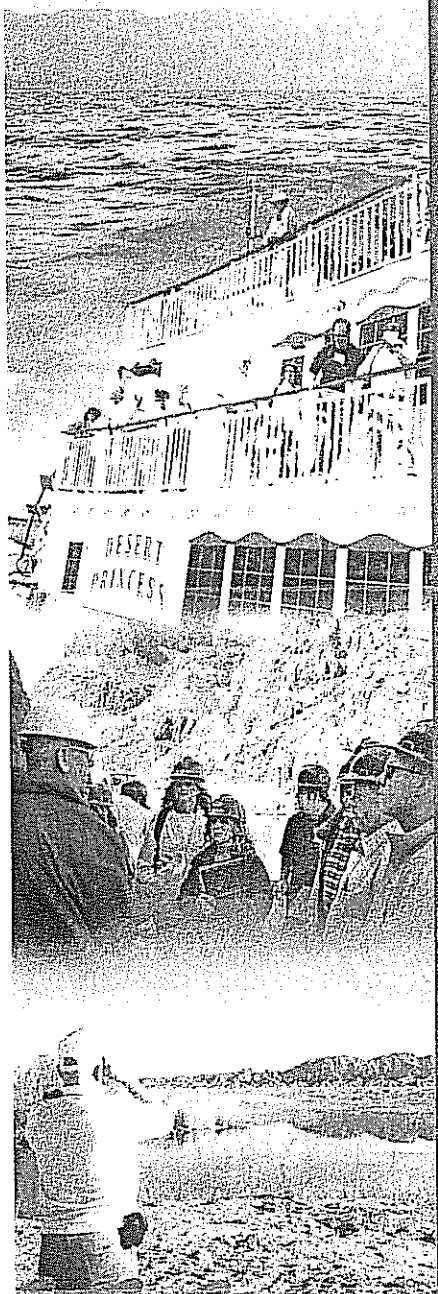
As the recovery of southern California steelhead and conservation of their habitat depends on the coordinated efforts of many stakeholders such as yourself, your continued involvement in the recovery of steelhead is encouraged. The Recovery Plan can be accessed online at the following address: http://swr.nmfs.noaa.gov/recovery/So_Cal.htm. If you cannot access the Recovery Plan online, please contact Kimberly Speech at (562) 980-4020 to receive a CD or hardcopy.

Sincerely,

Penny Ruvelas
Southern California Area Office Supervisor
for Protected Resources



On this action-packed tour, you will learn about:



- Drought conditions and shortage criteria in the Colorado River Basin
- Lower Basin state perspectives - Arizona, California and Nevada
- The Quantification Settlement Agreement (QSA)
- Warren H. Brock Reservoir and Lining the All-American Canal
- Negotiations with Mexico
- Agricultural water use, drainage issues and salinity
- Urban growth and supply planning
- Endangered species and the Multi-Species Conservation Program (MSCP)
- Salton Sea restoration project issues
- Climate change
- Yuma Desalting Plant trial operation

This fast-paced tour begins at 7:30 a.m., Wednesday, March 14 at the Treasure Island Hotel in Las Vegas and will end at approximately 6 p.m., Friday, March 16 at Ontario International Airport.

Registration: \$695 per person, single occupancy room; \$595 each for two people sharing a room. Register four or more people for a discount - single occupancy rooms \$625.

Fee includes all meals, transportation and hotel accommodations, the Hampton Inn in Lake Havasu City (Wednesday) and the Fairfield Inn & Suites by Marriott in El Centro (Thursday), while on the tour. Participants are responsible for their own transportation to Las Vegas and home from Ontario.

To register, return form to the Foundation with payment; faxed reservations accepted with credit card or purchase orders. Or, register securely on-line at www.watereducation.org/tours. All reservations are on a first-come, first-served basis.

Deadline to cancel and receive a full refund is 5 p.m. February 27 due to hotel, meal and transportation bookings. Refund request must be in writing. Substitutions may be made at any time.

For those arriving in Las Vegas March 13, the Treasure Island Hotel is holding a limited number of rooms. To reserve a room, call the hotel at 1-800-944-7444 before March 3 and request the Foundation tour group special \$148 rate (includes resort fee). This extra night is not included in the cost of the tour. This activity has been approved for Minimum Continuing Legal Education (MCLE) credit by the State Bar of California. The tour also offers California Department of Public Health Continuing Education units for water plant or wastewater plant operator's licenses. There is an additional \$100 fee to register for these credits. Contact the Foundation for more details.

Additional information and an itinerary will be emailed/mailed 2-3 weeks before the tour. Please notify the Foundation prior to the tour if you have a medical condition or other special need.

Registration - 2012 Lower Colorado River Tour

Name(s) _____

Job Title(s) _____

Organization _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Email _____

Driver's License/I.D. Card No.(s) _____ State _____

Date(s) of Birth _____ (necessary for security clearance at some facilities)

Enclosed is my fee: \$695 each, single occupancy room \$625 each, if 4 or more are registering

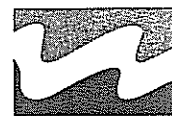
\$595 each for two people sharing a room \$100 additional for credits: ___ CLE ___ DPH

Total enclosed \$ _____

For payment by: Visa MasterCard American Express P.O. No. _____

Credit Card No. _____ Exp. date. _____

Signature _____ (must be signed to process credit card order)



**WATER EDUCATION
FOUNDATION**

717 K Street, Suite 317
Sacramento, CA 95814
(916) 444-6240
(916) 448-7699 fax
www.watereducation.org
www.aquaforia.com

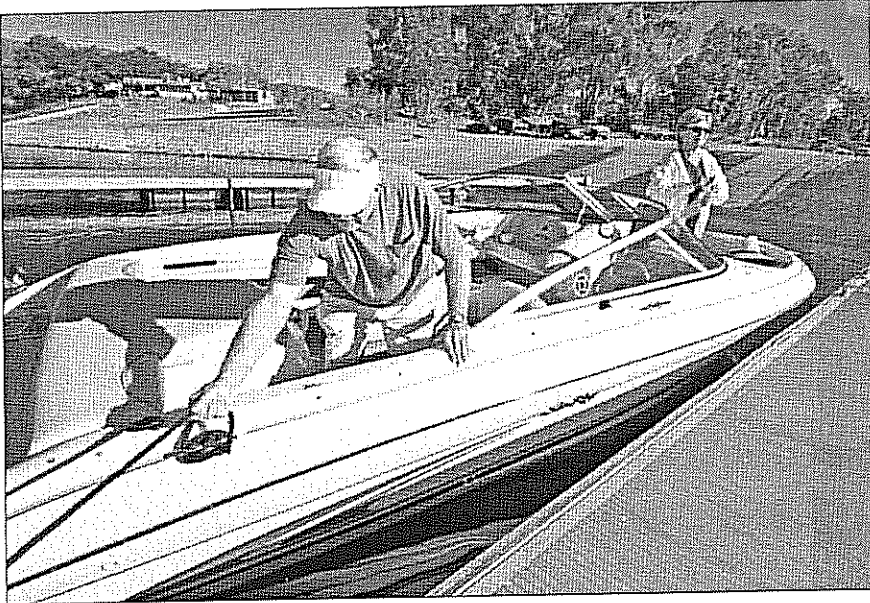


Photo by Logan Hall

Dave Higgins and his wife Marlene prepare to head out onto Lake Casitas on Tuesday morning for a day outdoors after launching their boat from the secondary launch ramp at the lake's marina. A lack of rain, contributing to low water levels at the lake, has forced the recreation area to temporarily close the primary ramp.

Days to cool, but still no rain

Logan Hall
logan@ojaivalleynews.com

Warm weather is a staple in Southern California. When the east coast is slammed by blizzards and ice storms, folks in the Ojai Valley are getting out their hiking shoes and bike helmets. Hearing a phrase like, "another summer day in January," is not uncommon.

Warm days aren't the only things getting people outdoors though. The valley is below its 30-year average as far as rainfall is concerned. According to the National Weather Service Ventura County

station, the Ojai Valley received .28 inches of rain in December, which is about 10 percent of normal. The 30-year average for December is 2.94 inches. NWS stats also show that from July 1, the valley has seen 3.22 inches of rain, while the 30-year average is 5.9 inches in the same period of time.

Although the warmth and lack of rain may seem unseasonable, weather experts say it's all part of the normal cycle. "Everything varies," said Bonnie Bartling, weather specialist for the National

See Weather, Page A3

FREE GRAY WATER WORK SHOP



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1055 Ventura Ave
Oak View, CA 93022

Learn about the legal,
no-permit design of
the Laundry-to-Landscape
Graywater System

Limited Space

R.S.V.P. to
cmcintosh@casitaswater.com
(805) 649-2251 ext 110

JANUARY 28th: 9:00am - Noon*

Restoring steelhead to cost up to \$2.1 billion over next century

Funding would cover 100-year plan

By Zeke Barlow

Originally published 04:51 p.m., January 12, 2012

Updated 08:28 p.m., January 12, 2012

Restoring endangered steelhead trout to the Southern California rivers and streams where they once swam in abundance will cost as much as \$2.1 billion over the next 100 years, according to a new federal report.

Along with a financial commitment, a "shift in society attitudes, understanding, priorities and practices" concerning water use will be needed to save the fish that swim between the ocean and rivers, according to the more than 600-page Southern California Steelhead Recovery Plan recently released by the National Marine Fisheries.

Beyond the steelhead, people stand to gain from the restoration by increased tourism, job creation and an improved river ecosystem, the plan states.

"It is an ecosystem-based approach where we are looking at healthy watersheds that people use for all kinds of reasons," said Mark Capelli, the National Marine Fisheries Service's steelhead recovery coordinator.

Bringing the steelhead back, however, is a long, challenging and expensive process that is not guaranteed to work. The recovery plan estimates it will cost \$1.7 billion to \$2.1 billion over the next 80 to 100 years.

About 500 returning adult steelhead exist today, compared with an estimated 45,000 that swam in rivers before World War II. Grainy black-and-white photos show smiling fishermen displaying stringers full of the fish.

As Southern California grew, development, flood-control measures, agriculture, ranching, mining, dams and other activity severely depleted steelhead habitat, forcing it onto the endangered species list in 1997.

"It will likely take decades to restore these fish to the coastal rivers and streams where they once thrived," said Penny Ruvelas, a fisheries supervisor in Southern California for the National Oceanic and Atmospheric Administration. "But this plan is a very significant step in achieving that goal."

In Ventura County, at least \$459 million will be needed to return steelhead to the nine rivers and creeks where they once flourished. Much of that is to "restore natural channel features" in waterways. The price tag is likely higher, as some waterways that start in Ventura County and drain to Los Angeles are not included in that figure. More than \$156 million will be needed for estuary restoration and management along the Santa Clara River.

The plan is a guide for steelhead recovery, not a firm blueprint of who should do what. It says only, for example, that better fish passage is needed around the Freeman Diversion and Santa Felicia Dam, both run by the United Water Conservation District on the Santa Clara River. It doesn't spell out how it should happen.

Although United Water long fought against modifying the Freeman Diversion, General Manager Mike Solomon said the district now is committed to doing what must be done under the Endangered Species Act, even if it is costly. The district has no choice, he said.

"The Endangered Species Act is the law of the land, and it is our responsibility to be in compliance with it," he said. "We will do everything we can do to be in compliance."

The district already has spent \$3.5 million on studies looking at how to improve fish passage around Santa Felicia Dam, which holds Lake Piru. It is going to spend \$450,000 more for a study that is going to study fish-passage construction. In the coming years, it may spend as much as \$30 million for a rock ramp for steelhead at the Freeman Diversion.

Water rates have risen 500 percent in the past nine years, in large part because of new environmental regulations, he said.

"We are raising prices, and the costs are going up, and we haven't even started building yet," he said. "The federal government does not look at how much it costs to do it. They just say you have to do it. At what point does the cost get too much?"

The Casitas Municipal Water District spent \$9 million to build a fish ladder on the Ventura River to comply with the Endangered Species Act.

Capelli said while \$2.1 billion might seem like a lot, it will not come from any one source and will be spread out over 100 years. Also, many of the needed restoration projects are already being done through other groups and activities.

Even more challenging than funding the projects may be the needed shift in attitudes toward water and natural resources, he said. But that's already started, too, he said, citing examples such as the city of Ventura, which committed to reuse much of its wastewater instead of releasing it into a nearby estuary.

"It is a shift that is being seen in a lot of different areas, not just steelhead recovery," he said.

Ron Bottorff, chairman of Friends of the Santa Clara River, which has been pushing for restoration of the river for years, said people have a moral imperative to fix what they broke.

"The larger picture is that we are responsible for all these species going under," he said.

Humans spend billions on other, frivolous things, he said. By comparison, \$2 billion over 100 years to restore waterways in an area as vast as Southern California is not "unreasonable," he said.

On the Net: http://swr.nmfs.noaa.gov/recovery/So_Cal.htm



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LETTERS TO THE EDITOR

Ojai Valley News • Friday, Jan. 20, 2012

F.L.O.W. could be major mistake

JERRY CONROW, OJAI

I live in the East End, beyond the confusion of the citizenry of Ojai. I have watched as the citizens have, time after time, turned out against any attempts by the big box stores to open a new location in our town.

Yet, these same citizens have chosen to not maintain the town's own police force but have turned to the county for contract law enforcement, and have passed the real control of those forces to county employees.

I now watch in amazement as the citizenry wants to force the sale of the Golden State Water franchise to Casitas Municipal Water District. The city of Ojai is now in a position to exert some control over the activities of Golden State Water, but, for some reason, doesn't do anything. The city owned the water company sometime in the past, but, for management reasons, sold the company. It seems as if the city doesn't want to have anything to do with its own water supply.

I fail to see how the city or the citizens think they will have any serious influence over Casitas Municipal Water District. This political body is controlled by a board of directors numbering five and only one of the directors is from the Ojai area. The remaining directors include one from Oak View, one from the Rincon Valley, and two from the city of Ventura.

In 1947, Ventura County

obtained water diversionary rights to take water from the Ventura River and constructed Matilija Dam as the diversion point. The water taken from the dam was routed through the Matilija conduit to spreading grounds near the intersections of Thatcher Road and Carne (Road) and also Grand Avenue at Carne. (Spreading grounds are locations where water is allowed to seep into the underground basin.) The water rights were held by the county in trust for the Ojai Water Conservation District and the city of Ojai.

Over the years the "ownership" of these water rights was transferred and now Casitas Municipal "owns" the water rights.

Golden State Water Company has, in several town hall presentations, declared that among its assets which might be acquired by Casitas, are substantial water rights to extract water from the Ojai Underground Water Basin. (As an aside, most of the water provided to the city comes into the basin from wells).

So, here we have a citizenry, and their city, opposed to big box stores now wanting to give up any semblance of control over its own water source and place that water source under the political control of outsiders, including the city of Ventura.

There is currently a California-funded Proposition 50 grant where a county project named V-2 is trying to re-establish a spreading grounds recharge mechanism for the Basin. The project, as designed, was to take 400 acre feet of water each year from San Anto-

nio Creek and divert the water into new recharge wells. The water was to be diverted only during flooding events and the mechanism was designed to only divert this amount of water. Other outside governmental agencies objected to the design and the amount of water to be diverted. The compromise finally reached between Ventura County, California Fish and Game, National Marine Fisheries Service and the city of Ventura was to reduce the diverted water quantity to 126 acre feet per year and that the design had to have a mechanical control that if Ventura demanded, the system would be shut down and no water would be allowed to enter the diversion. Please bear in mind that the diversion would only take water at the highest of flooding events. All water not taken ultimately goes to the ocean.

This is an example of how many other parties are involved with the water supply of Ojai and to encourage the F.L.O.W. effort now could turn out to be one of the greatest mistakes ever.

F.L.O.W. timeline right on track

BOB DADDI, OJAI

A number of residents of Ojai have questions regarding Ojai F.L.O.W.'s progress and what they can do to help. We remain on track with our original timeline, we have seen positive results reinstating a Public Participation Hearing here in Ojai before the end of April 2012 and

you can help by doing two more things. First, please continue to write letters to the California Public Utilities Commission at 505 Van Ness Ave., San Francisco, CA. 94102-3214 or access-cpuc.ca.gov reference General Rate Case number A.11-07-017 and protest the excessive rates that Golden States Water Company is applying to increase in the 2013 Rate Base (an additional \$2,963,360 higher than the adopted rate base for 2011). Second, we are asking for all Golden States Water customers to donate to Ojai FLOW. What do we need money for? Our last

meeting, for the rental of the gym and equipment, cost us well over \$1,000 just to hold a Public Forum. While we have had a number of donations, now is the time for us to increase our exposure through more advertising and by having a follow-up meeting after the

Public hearings in March or April. Golden State Water has sent flyers and engaged in a deceptive "survey" and other misinformation items. Your donations will help keep the record straight. We need to keep our message in the forefront.





1055 Ventura Ave, Oak View 93022

use our QR Code with your smart phone to visit:
"Water Wise Gardening in Ventura County"





FREE WATER SURVEY

available to customers of

Casitas Municipal Water Dist.
Golden State Water Co.
Hermitage Mutual Water Co.
Meiners Oaks County Water Dist.
Senior Canyon Mutual Water Co.
Slate Robles Mutual Water Co.
Sisar Mutual Water Co.
Tico Mutual Water Co.
Ventura River County Water Dist.

(805) 649 - 2251 ext 110

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
01/19/12**

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	Weighted Average Days to Maturity
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$735,966	3.125%	07/01/10	5.81%	684	40
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$750,001	2.875%	07/01/10	5.92%	1223	72
*TB	Federal Home Loan Bank	3133XWW470	03/09/12	\$707,315	\$701,008	1.125%	06/30/10	5.53%	50	3
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$801,683	\$802,221	4.750%	07/19/10	6.33%	1378	87
*TB	Federal Home Loan MTG Corp	3134G3GT10	10/18/17	\$220,000	\$221,034	1.250%	01/03/12	1.74%	2069	36
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$723,188	\$702,142	2.125%	09/20/11	5.54%	1681	93
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/17	\$1,000,000	\$1,211,030	5.125%	01/03/12	9.55%	2098	200
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$744,289	4.125%	07/01/10	5.87%	608	36
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$742,588	3.000%	07/01/10	5.86%	909	53
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$709,156	2.125%	06/30/10	5.59%	242	14
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$746,025	3.000%	07/01/10	5.89%	957	56
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,195,048	1.375%	07/06/10	9.43%	2336	220
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$717,388	1.500%	04/01/10	5.66%	702	40
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$735,658	2.125%	07/01/10	5.80%	1031	60
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$706,286	1.125%	06/30/10	5.57%	326	18
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,198,650	1.375%	07/01/10	9.46%	2876	272
	Accrued Interest			\$58,062	\$57,819					
	Total in Gov't Sec. (11-00-1055-00&1065)			\$12,186,121	\$12,676,309			85.49%		
*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	\$442	\$442	0.38%	Estimated	0.00%		
***	COVI as of: (11-00-1060-00)		N/A	\$2,150,642	\$2,150,642	0.81%	Estimated	14.50%		
	TOTAL FUNDS INVESTED			\$14,337,204	\$14,827,393			100.00%		
	Total Funds Invested last report			\$14,337,204	\$14,795,050					
	Total Funds Invested 1 Yr. Ago			\$16,197,604	\$16,175,393					
****	CASH IN BANK (11-00-1000-00) EST.			\$3,175,426	\$3,175,426					
	CASH IN Western Asset Money Market			\$7,373	\$7,373	0.010%				
	CASH IN PIMMA Money Market			\$501,783	\$701,783					
	TOTAL CASH & INVESTMENTS			\$18,021,786	\$18,711,975					
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$18,760,118	\$18,737,908					
*CD	CD - Certificate of Deposit									
*TB	TB - Federal Treasury Bonds or Bills									
**	Local Agency Investment Fund									
***	County of Ventura Investment Fund									
	Estimated interest rate, actual not due at present time.									
****	Cash in bank									

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.
All investments were made in accordance with the Treasurer's annual statement of investment policy.