



## Board Meeting Agenda

Russ Baggerly, Director  
Richard Handley, Director  
Bill Hicks, Director

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
June 23, 2010  
4:30 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 154954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. Public comments.
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
  - a. Minutes of the June 9, 2010 Board Meeting.
  - b. Recommend approval and signature of the engagement letter with Brown Armstrong for auditing services.
  - c. Recommend approval of an updated agreement with Ventura Disc Golf Club.
  - d. Recommend approval of the invoice for CSAC Excess Workers' Compensation Program in the amount of \$48,262 for 2010-2011.
  - e. Resolution providing for the settlement of a tie vote by lot for the District Election to be held November 2, 2010.

RECOMMENDED ACTION: Adopt Consent Agenda

5. Bills
6. Committee/Manager Reports
  - a. Finance Committee Minutes
  - b. Executive Committee Minutes
  - c. Recreation Committee Minutes

- d. Personnel Committee Minutes
7. Oak View Water Availability Charge.
- a. Public Hearing
  - b. Resolution setting forth schedules of water availability charges for certain properties within the Casitas Municipal Water District
- RECOMMENDED ACTION: Adopt Resolution
8. Public Hearing for the adoption of the 2010-2011 Budget.
- a. Public Hearing
  - b. Resolution adopting the general fund budget, debt service fund and Mira Monte water assessment district fund budgets for the Fiscal Year ending June 30, 2011.
- RECOMMENDED ACTION: Adopt Resolution
9. Resolution establishing the appropriations limit for Fiscal Year ending June 30, 2011.
- RECOMMENDED ACTION: Adopt Resolution
10. Resolution fixing a tax rate for Fiscal Year 2010-2011 and authorizing the President of the Board to execute a certificate requesting the Ventura County Board of Supervisors to levy such a tax.
- RECOMMENDED ACTION: Adopt Resolution
11. Resolution authorizing modification to the Nationwide 457 Deferred Compensation Plan to allow for participant loans.
- RECOMMENDED ACTION: Adopt Resolution
12. ACWA Health Benefits Authority
- a. Recommend approval of an agreement for the Life Insurance Plan Renewal for a term of 30 months with a 5% decrease in premium.
- RECOMMENDED ACTION: Motion approving recommendation
- b. Recommend ratification of the amended and restated HBA Bylaws and JPA Agreement.
- RECOMMENDED ACTION: Motion approving recommendation

- c. Recommend designating the General Manager as the Agency Membership Regular Representative and the Assistant to the General Manager as the Alternate Representative.

RECOMMENDED ACTION: Motion approving recommendation

- d. Recommend approval of the Assistant to the General Manager to serve on the Health Benefits Program committee and the Ancillary Benefits Program Committee.

RECOMMENDED ACTION: Motion approving recommendation

- e. Discussion of nominees to the ACWA HBA Board of Directors.

RECOMMENDED ACTION: Motion approving nominees if any

13. Information Items:

- a. Recreation Area Report for May, 2010.
- b. Information on the Café Pass Program
- c. News Articles
- d. Investment Report

14. Closed Session  
(Govt. Code Sec. 54957.6)

- a. Conference with Labor Negotiators:  
Agency Designated Representatives: Rebekah Vieira  
Employee Organization: Management

15. Adjournment

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

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
June 9, 2010

A special meeting of the Board of Directors was held June 9, 2010 at Casitas' Office, Oak View, California. Directors Handley, Kaiser, Baggerly, Word and Hicks were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There was one staff member and no members of the public in attendance. President Handley led the group in the flag salute.

1. Public comments.

None

2. General Manager comments.

Mr. Wickstrum suggested that interested board members take a tour of some district facilities. It was determined that a special meeting would be held on June 22, 2010 at 1:00 p.m. for the facilities tours. Mr. Wickstrum reminded the board of the mandatory ethics training that is being held at the Oak View Community Center on June 28<sup>th</sup> from 7:00 – 9:00 p.m.

Testing was done for quagga mussel and none were visible. A survey will be done in the coming weeks of our dock area.

3. Board of Director comments.

Director Word mentioned that he had spoken with a friend of someone whose family had property in the watershed. The family is upset as they were told by Casitas that the home would be demolished and they have seen people living in the house and swimming in the pool. We need to set the record straight and send them a letter explaining who they can voice their concern to. The district agrees and it is the Bureau that has allowed this to happen. Director Baggerly suggested a discussion from the entire board of what our position on the Teague watershed should be now and in the future. The interim agreement is still in effect.

4. Consent Agenda

ADOPTED

- a. Minutes of the May 19, 2010 Board Meeting.
- b. Minutes of the May 26, 2010 Board Meeting.
- c. Recommend approval of Leak Relief for 5042 Casitas Pass Road in the amount of \$630.69.
- d. Resolution setting the Public Hearing for the Oak View Water Availability charge.
- e. Resolution setting the Public Hearing for the adoption of the proposed 2010-2011 Budget.



- f. Resolution authorizing Casitas membership in the State Water Contractors, Inc. and payment of the Bay Delta Dues in the amount of \$39,131.

Director Baggerly requested pulling item f.

The Consent Agenda minus item f was offered by Director Kaiser, seconded by Director Word and passed by the following roll call vote:

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

Resolutions are numbered 10-11, and 10-12.

On item f Director Baggerly asked about the Bay Delta Fund. Mr. Wickstrum reminded the board that the costs were shared. We pay the entire amount and get reimbursed for United and the City of Ventura's share.

The resolution for item f was offered by Director Word, seconded by Director Hicks and passed by the following roll call vote:

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

Resolution is numbered 10-13.

5. Bills APPROVED

Director Hicks questioned # 2059. Mr. Wickstrum explained this is the mortgage company that took over for the Mira Monte Assessment District. Director Word questioned #5131 and was informed this was a Workers' Compensation payment.

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

6. Committee/Manager Reports APPROVED FOR FILING

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

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

7. Resolution authorizing participation in the Morgan Stanley Smith Barney Fixed Income High Net Worth Program. ADOPTED

The resolution for five year tiers was offered by Director Word, seconded by Director Kaiser and passed by the following roll call vote:

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

Resolution is numbered 10-14.

8. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Letter from the Environmental Protection Agency regarding the Lake Casitas Resource Management Plan.
- c. News Articles
- d. Investment Report

Director Kaiser suggested receiving a summary of citations issued monthly at the Lake. Director Word asked if there have been any affects of the action taken by Piru to ban alcohol. Director Baggerly suggested seeing information on the number of people cited for body contact. Director Baggerly also mentioned that the signage when leaving Santa Ana Launch Ramp needs improvement and requested more signs regarding body contact in Spanish and English.

9. Adjournment

President Handley adjourned the meeting at 5:08 p.m.

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Secretary

Peter C. Brown, CPA

Burton H. Armstrong, CPA, MST

Andrew J. Paulden, CPA

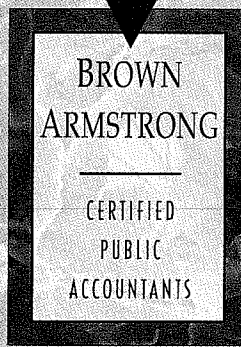
Steven R. Starbuck, CPA

Chris M. Thornburgh, CPA

Eric H. Xin, CPA, MBA

Richard L. Halle, CPA, MST

Aileen K. Keeter, CPA



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Tel 559-476-3592 Fax 559-476-3593

June 2, 2010

Denise Collin  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, California 93022

Dear Ms. Collin:

We are pleased to confirm our understanding of the services we are to provide Casitas Municipal Water District for the year ended June 30, 2010. We will audit the basic financial statements of Casitas Municipal Water District as of and for the year ended June 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Casitas Municipal Water District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Casitas Municipal Water District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenses and Changes in Net Assets- Budget to Actual

Supplementary information other than RSI also accompanies Casitas Municipal Water District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet
- 2) Detail Schedule of Operating Expenses- Utility Department
- 3) Detail Schedule of Revenues & Expenses- Recreation Department

Denise Collin  
Casitas Municipal Water District  
June 2, 2010  
Page Two

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- 1) Introductory Section
- 2) Statistical Section

Also, we will perform the following additional services as specified by our audit agreement with Casitas Municipal Water District for the fiscal year ended June 30, 2010:

- 1) Preparation of the Annual Reports of Financial Transactions for the State Controller

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Casitas Municipal Water District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Casitas Municipal Water District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them.

Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Casitas Municipal Water District and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Casitas Municipal Water District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Denise Collin  
Casitas Municipal Water District  
June 2, 2010  
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Management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brown Armstrong Accountancy Corporation and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brown Armstrong Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Controller's office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andy Paulden is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$20,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

All disputes under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

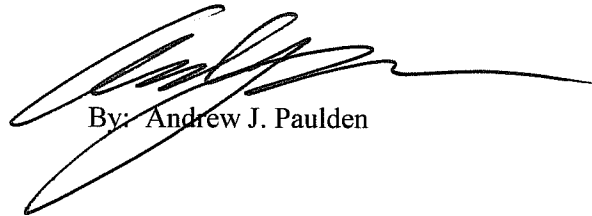
*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our January 30, 2009, peer review accompanies this letter.

Denise Collin  
Casitas Municipal Water District  
June 2, 2010  
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We appreciate the opportunity to be of service to Casitas Municipal Water District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

BROWN ARMSTRONG  
ACCOUNTANCY CORPORATION



By: Andrew J. Paulden

AJP:raf:km

Enclosure

PfxEngagement\14929\6/30/10 Audit\PSR-02-1\Engagement Letter- DRAFT

**RESPONSE:**

This letter correctly sets forth the understanding of Casitas Municipal Water District.

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

Title: \_\_\_\_\_

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





**WEAVER  
AND  
TIDWELL**

*L.L.P.*

CERTIFIED PUBLIC  
ACCOUNTANTS  
AND CONSULTANTS

## System Review Report

To the Shareholders of  
Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter, A.C.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter, A.C. (the firm) in effect for the year ended October 31, 2008. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter, A.C. in effect for the year ended October 31, 2008, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter, A.C. has received a peer review rating of *pass*.

*Weaver and Tidwell, LLP*  
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
January 30, 2009

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972.490.1970  
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WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF  
BAKER TILLY  
INTERNATIONAL

DALLAS

OFFICES IN  
FORT WORTH

HOUSTON

CASITAS MUNICIPAL WATER DISTRICT  
Interdepartmental Memo

DATE: June 8, 2010

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

MEETING DATE: June 23, 2010

SUBJECT: **Board Approve Updated Agreement with the Ventura Disc Golf Club**

**Recommendation**

It is recommended that the Board review and approve the attached Agreement dated June 23, 2010 between Casitas the Ventura Disc Golf Club.

**Background**

The District entered into an agreement with the Ventura Disc Golf Club in February 2005 to allow the set up of a course on a trial basis for Club tournaments and public use, subject to Casitas' approval of the equipment and exact footprint.

Since then, the Disc Golf course has been a very positive addition to the recreation opportunities. The course also serves as a venue and activity for the City of Ventura Corporate Games. Staff's goal is ensuring the success of the course balanced with park operations and District policies.

Staff met with Club representatives on September 11, 2009 to address issues and questions that had arisen during the first years of the disc golf course use. It became apparent that the initial trial agreement needed to be updated. Several issues were addressed and clarified such as setting the course footprint, the Club's desire to expand the tournaments, and the level of support resources to be provided by the Club and the Recreation Area.

A meeting was set in December 2009 between Club and staff members to review the contract in contrast to their expectations and desires, but had to be canceled. Since time was of the essence, the issue was agendaized for the Recreation Committee in February to move forward and to gain Recreation Committee's comments and insight. Specifically, staff looked at clarifying the course definition and the definition of tournaments. Club representative Mike Ulawski worked with staff for several months updating the agreement. The draft was reviewed and supported by the Recreation Committee on June 7, 2010 and it is now requested that it be forwarded to the Board for final approval and signature by the Park Services Manager.

**Analysis**

The updated Agreement changes from the original in the following manner:

- a. The contract is written with the course identified in present tense instead of future tense.
- b. The map of the course, identified as Attachment A, reflects the current course and alternate basket locations. Staff concur with ability to change baskets to one of four locations for erosion mitigation.
- c. The Annual Coyote Classic event is clarified as part of the Agreement with the opportunity within the Agreement for the Club to host another tournament with the same arrangements per Casitas approval.
- d. Added default and termination due to default clauses.

It is anticipated that the updated contract agreement will provide the guidance and clarity to both parties for a successful partnership. It is expected that the course will continue to be a positive amenity to the customers of the Lake while in balance with the goals and objectives of the District and the Bureau of Reclamation's Lake Casitas Resource Management Plan.

**CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA  
AGREEMENT FOR DISC GOLF COURSE**

**THIS AGREEMENT** is made and entered into by and between CASITAS MUNICIPAL WATER DISTRICT, called herein "Casitas", and VENTURA DISC GOLF CLUB, called herein "Sponsor".

**NOW, THEREFORE, IT IS MUTUALLY AGREED** as follows:

1. **Term.**

(a) The term of this Agreement shall be for one (1) year commencing on the 23rd day of June, 2010 to and until June 23rd, 2011 and continuing thereafter on an annual basis until terminated by either party upon thirty (30) days written notice each to the other.

(b) Upon termination of this Agreement pursuant to 1(a) above, Sponsor shall remove all equipment. Any equipment not removed within ten (10) days after termination may be removed and disposed of by Casitas, at Casitas' sole discretion, the cost of which shall be charged to Sponsor.

2. **Disc Golf Course**

(a) Sponsor will maintain a Disc Golf Course ("Course") for tournaments and public use at the Lake Casitas Recreation Area as shown on Exhibit A attached hereto.

(b) While Casitas will make every effort to provide its facilities for Sponsor's proposed Disc Golf Course, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies revoke permits or authorization to use facilities. This includes the Disc Golf Course as well as parking areas.

3. **Location.** The Course is located at the area known as the Cross Country Course. This is the area between I Camp, M Camp and Picnic Area 13.

4. **Times and Description of Activities and Tournaments.** The specific dates and times will be submitted to Casitas, in writing, and agreed to by Casitas at least thirty (30) days prior to proposed tournaments and for events requiring or requesting exclusive use of the Disc Golf Course, and support logistics such as added restrooms and area closure.

(a) Special Events pertaining to Cross Country Running will take precedence over any and all activities related to Disc Golf.

(b) The Annual Coyote Classic is a three (3) day event held in October of each year.

5. **Payment to Casitas.**

(a) Sponsor shall pay no fee to Casitas for events and activities not requiring or requesting exclusive use.

(b) Sponsor shall pay no fee for the Annual Coyote Classic and tournaments, events and activities agreed with the prior written approval of Casitas.

(c) For other exclusive use events, tournaments or activities, Sponsor and Casitas shall negotiate fees in accordance with the park use fees then in effect.

(d) At the end of each tournament, event or activity, Sponsor shall return the area to a clean pre-use condition including trash pick up and removal, and sign removal, to Casitas' satisfaction. Any trash and/or signs remaining after one (1) day after the tournament, event or activity will be removed by Casitas staff and Sponsor will be billed therefor at the rate of fifty dollars (\$50.00) per hour.

Initial \_\_\_\_\_

6. **Provision by Casitas.**

(a) Non Exclusive Use. Casitas shall allow Sponsor to maintain the Disc Golf Course as described in Paragraphs 2 and 3 hereof for the general public and Sponsor's use and for non exclusive tournaments, events and activities.

(b) The Annual Coyote Classic & Other Events, Tournaments Or Activities. For the Annual Coyote Classic and other exclusive use events, tournaments or activities that are scheduled and agreed with the prior written approval of Casitas, the following services will be provided:

- (1) Casitas shall provide at no cost to Sponsor chemical restrooms and trash receptacles already located in the Disc Golf Course area, and additional as deemed necessary and reasonable based on participant and spectator estimates. In addition, upon request, Casitas shall provide, at no additional cost to Sponsor, one (1) trash receptacle and trash pick up for each tee site. No additional facilities shall be provided free of charge. Casitas may, in its sole discretion, close or restrict adjacent areas of the Recreation Area for the safety of the public at no charge to Sponsor.
- (2) Casitas shall provide parking already available at the Disc Golf Course area. In addition, other areas of the Recreation Area may be used for parking, with Casitas' prior consent, if exclusive rights have not already been granted to campers.
- (3) Sponsor may use the water faucets at the tournament area for non-irrigation purposes.
- (4) Setting Up and Taking Down Equipment. Sponsor may have non-exclusive use of the Disc Golf Course area before the tournament, event or activity for set-up, and after to take down equipment and clean up within reasonable time frames as determined by Casitas. Trash or signs left beyond the allowed clean up time will be removed and billed for as provided for in Paragraph 5(c) above.

(c) Other Events, Tournaments Or Activities. For exclusive use events, tournament or activities with negotiated fees, Sponsor and Casitas shall determine the services to be provided at the time of scheduling.

7. **Provision by Sponsor.**

(a) Sponsor shall allow Casitas staff to attend and monitor all events and activities.

(b) Sponsor shall monitor the trash receptacles and assist in the removal of trash as necessary during tournaments, events and activities.

(c) Sponsor agrees to maintain the equipment in a good and safe working condition, and the grounds within fifty feet (50') of the tees and holes to Casitas' satisfaction during the term of this Agreement.

(d) Sponsor agrees to allow the use of the equipment by the public at no charge when it is not being used for scheduled activities tournaments per Paragraph 4 above. Usage of the course by the public will not impose any liability on Sponsor so long as Sponsor's equipment is maintained in good repair and safe working order. Sponsor shall remain liable in the event that Sponsor's equipment is not maintained in a good and safe working condition pursuant to 7(c) above.

(e) Sponsor shall submit copies of any advertising material and/or flyers to Casitas for approval prior to distribution. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".

8. **Events of Default.** Failure of Sponsor to carry out each and every obligation pursuant to this Agreement shall be grounds for termination by Casitas, including, but not limited to:

- (a) The failure of Sponsor to maintain the Disc Golf Course and equipment as required hereunder.

Initial\_\_\_\_\_

- (b) The failure of Sponsor to punctually pay any amounts required hereunder when due.
- (c) The failure of Sponsor to provide insurance as required, if applicable.

9. **Termination Due To Default.**

(a) Upon the occurrence of any one or more of the events of default hereinabove described, this Agreement shall be subject to termination. As a condition precedent thereto, the Casitas General Manager shall give Sponsor ten (10) days notice by registered, certified mail, or hand delivery of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

(b) Upon termination Casitas shall have the right to take possession of the Disc Golf Course equipment pursuant to Paragraph 1(b) above and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Action by Casitas to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

(d) Casitas shall have no liability to Sponsor for such termination.

10. **Access.** Access to the course shall be through the main entrance to the Lake Casitas Recreation Area. Casitas' current fees shall be charged for all vehicles entering the park. Casitas reserves the right to close any and all access roads that lead to the Disc Golf Course at any time for any duration deemed needed or appropriate by Casitas in its sole discretion.

11. **Sale of Alcohol.** Alcohol shall not be sold by Sponsor anywhere on the premises of the Lake Casitas Recreation Area.

12. **General Liability for Sponsor Organized Tournaments.**

(a) Coverage for general liability shall be at least as broad as the following:

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

0033).

(b) Limits. Sponsor shall, during the term of this Agreement, maintain limits of General Liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activity/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

(c) Required Provisions. The general liability policy shall contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of

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warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.

- (4) The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Sponsor against loss from liability imposed by law upon, or assumed under contract by, the Sponsor for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(d) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

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

(f) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Sponsor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Sponsor shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Sponsor shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Sponsor, Sponsor shall execute a California Workers' Compensation Law Certificate of Exemption.

(g) Evidences of Insurance. Within thirty (30) days prior to each exclusive use tournament, event or activity, Sponsor shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include (c) Required Provisions (1) through (7) above.

(h) The Sponsor shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to each exclusive use tournament, event or activity, Casitas shall, at its sole option, obtain such insurance coverage and charge Sponsor the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide the required insurance coverage may result in the loss of the use of the facility. Sponsor shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

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

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including the United States of America (Bureau of Reclamation), Casitas and/or Sponsor, or any directors, officers, employees, or authorized volunteers of Casitas or Sponsor, and damages to or destruction of property of any person, including but not limited to, the United States of America (Bureau of Reclamation), Casitas and/or Sponsor and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the event to be performed under this Agreement, however

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caused, regardless of any negligence of the United States of America (Bureau of Reclamation), Casitas or its directors, officers, employees, or authorized volunteers.

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

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

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

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

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

(g) Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsors obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the United States of America (Bureau of Reclamation), Casitas, or its directors, officers, employees, or authorized volunteers.

14. **Overnight Camping.** Overnight camping will be allowed only in regular camping areas at the regular camping fee.

15. **Use of Animals At The Event.** Animals shall not be used at any time.

16. **Use of Explosives At The Event.** Explosives shall not be used at any time.

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

18. **Publicity.** Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, any of the tournaments for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas.

19. **Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 P.M., and will be responsible for the activities and conduct of all people whose activities and conduct are as a result of tournaments or event or arise out of tournaments or events. Any person or persons violating any Park rules or laws may be evicted from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

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

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

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

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

24. **Entire Agreement.**

(a) This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the tournaments.

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

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

26. **Inquiries.** Please direct all inquiries regarding this Agreement to:

Carol Belser, Park Services Manager  
11311 Santa Ana Road  
Ventura, CA 93001  
(805) 649-2233, ext. 111, Cell (805)-797-1517, E-mail cbelser@casitaswater.com.

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

Ventura Disc Golf Club Representative: Mike Ulawski  
PO Box 366  
Ventura, CA 93002  
Cell: (805) -798-7994

CMWD: Carol Belser, Park Services Manager  
11311 Santa Ana Road  
Ventura, CA 93001  
Tel: (805) 649-2233, ext. 111

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**SPONSOR: VENTURA DISC GOLF CLUB**

By: \_\_\_\_\_  
Mike Ulawski

**CASITAS: CASITAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Richard Handley, President



# EXHIBIT A

## Coyote Point Disc Golf Course, Lake Casitas Recreation Area



Baskets will be in one of the A-D positions, changing due to conditions and/or erosion prevention.



**CSAC Excess  
Insurance Authority**

Casitas Municipal Water Dist.  
1055 Ventura Avenue  
Oak View, CA 93022

**Invoice Number:** 1110065-IN  
**Invoice Date:** 7/1/2010

**Attn:** Rebekah Vieira

Excess Workers' Compensation

**Terms:** NET 30 DAYS

Description	Amount
Period Covered 7/1/2010-7/1/2011	
EIA Pool Deposit Premium	34,697.00
Excess Ins. Deposit Premium	3,535.00
Broker Fee	3,823.00
Public Entity Admin Fee	191.00
EIA Administration Fee	6,016.00

Please note our invoice number on your remittance.

\*\* DELINQUENT AFTER 7/31/2010 \*\*

**Invoice Total:** 48,262.00



**CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)  
EXCESS WORKERS' COMPENSATION PROGRAM  
FINAL PROPOSAL**

<b>COVERED PARTY</b>	Casitas Municipal Water District
<b>COVERAGE TERM</b>	July 1, 2010 to July 1, 2011
<b>COMPANIES AFFORDING COVERAGE</b>	CSAC Excess Insurance Authority (CSAC EIA) with excess insurance provided by CastlePoint National Insurance Company, ACE American Insurance Company and National Union Fire Insurance Co. of Pittsburg, PA (Chartis)
<b>COVERAGE PROVIDED</b>	Workers' Compensation and Employers' Liability
<b>LIMITS</b> (See attached)	\$ 5,000,000 Employers' Liability Statutory Workers' Compensation  Limits are eroded by allocated claims expense
<b>SELF-INSURED RETENTION</b>	\$ 125,000 per occurrence  Self-insured retention is eroded by allocated claims expense
<b>MAJOR EXCLUSIONS</b> (Including but not limited to)	<ul style="list-style-type: none"><li>• Punitive or exemplary damages, fines or penalties</li><li>• Any payments in excess of the benefits regularly provided by the Workers' Compensation law</li><li>• Labor Code 4850 benefits</li><li>• Labor Code 4856 benefits</li><li>• Education Section Codes 44984 and 45192</li></ul>
<b>PREMIUM AUDIT</b>	Premiums are auditable and adjustable at June 30, 2010 based on actual payroll
<b>CONDITIONS</b>	<ul style="list-style-type: none"><li>• Premium includes a \$1,000 annual loss prevention subsidy</li><li>• Premium includes a \$2,000 actuarial subsidy</li><li>• Premium includes cost for claim audit requirement (audit to include access to all files handled by TPA)</li></ul>
<b>ESTIMATED ANNUAL PAYROLL</b>	\$4,669,477

**NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION**





**CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)  
EXCESS WORKERS' COMPENSATION PROGRAM  
FINAL PROPOSAL**

<b>ESTIMATED PREMIUM (Annualized)</b>	\$	34,697	Pool Deposit Premium
		3,535	Excess Insurance Deposit Premium
		6,016	CSAC EIA Administration Fee
		191	CSAC EIA Public Entity Fee
		<u>3,823</u>	Alliant Broker Fee
	\$	<b>48,262</b>	<b>Total Estimated Deposit Premium</b>

**BROKER**

**ALLIANT INSURANCE SERVICES, INC.**

Gordon DesCombes, Executive Vice President  
Nazie Arshi, Senior Vice President  
Tom E. Corbett, First Vice President  
Rick Steddom, Vice President  
Rhiannon Cabral, CSAC Program Specialist

**NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION**

# CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. \_\_\_\_\_

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASITAS MUNICIPAL WATER DISTRICT PROVIDING FOR THE SETTLEMENT OF A TIE VOTE BY LOT FOR THE DISTRICT ELECTION TO BE HELD NOVEMBER 2, 2010

**WHEREAS**, Section 15651 of the Elections Code of the State of California authorizes the Casitas Municipal Water District to adopt a methodology to settle a tie vote by lot involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That pursuant to Section 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the Casitas Municipal Water District, a tie vote will be resolved by lot.
2. That the resolution shall apply only to the election to be held on November 2, 2010, and then shall be repealed.
3. The Clerk of the District shall immediately file a copy of this Resolution with the Ventura County Board of Supervisors and with the office of the Ventura County Clerk.

**PASSED, APPROVED AND ADOPTED** this 23rd day of June, 2010 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

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**President, Casitas Board of Directors**

ATTEST:

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Secretary, Casitas Board of Directors

# 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.

000172 A/P Checks: 005256-005281  
A/P Draft to P.E.R.S.  
A/P Draft to State of CA  
A/P Draft to I.R.S.  
Void:

000173 A/P Checks: 005282-005368  
A/P Draft to P.E.R.S.  
A/P Draft to State of CA  
A/P Draft to I.R.S.  
Void: 005338

000174 A/P Checks: 005369-005376  
A/P Draft to P.E.R.S. 617103  
A/P Draft to State of CA 617102  
A/P Draft to I.R.S. 617101  
Void:

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

Denise Collin 6/17/10  
Denise Collin, Accounting Manager

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Signature

---

Signature

---


Signature

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 6/3/10-6/17/10**  
**Presented to the Board of Directors For Approval June 23, 2010**

Check	Payee		Description	Amount
000171	VOID	# 14479-01153	VOID	\$0.00
000172	Payables Fund Account	# 14479-01153	Accounts Payable Batch 061610	\$123,541.29
000173	Payables Fund Account	# 14479-01153	Accounts Payable Batch 061710	\$271,869.79
000174	Payables Fund Account	# 14479-01153	Accounts Payable Batch 061710A	\$77,869.41
				\$473,280.49
000175	Payroll Fund Account	# 14477-01154	Estimated Payroll 7/1/10	\$130,000.00
000176	Payroll Fund Account	# 14477-01154	Estimated Payroll 7/15/10	\$130,000.00
				\$260,000.00
Total				\$733,280.49

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, 000171-000176 have been duly audited is hereby certified as correct.

 6/17/10  
 Denise Collin, Accounting Manager

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 06/12/10  
Pay Date of 06/17/10  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 6/15/10  
Denise Collin

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

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

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



6/17/2010 1:39 PM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 6/03/2010 THRU 6/17/2010

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/17/2010			005338		

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01270	SCOTT LEWIS							
I-May 10	Reimburse Expenses 5/10	R	6/03/2010	1,668.75		005256		1,668.75
02057	Swank Motion Pictures, Inc.							
I-RG0868808	Rental of Astro Boy Film, LCRA	R	6/03/2010	326.50		005257		326.50
00234	UNITED WATER CONSERVATION							
I-060210	State Water Plan Payment	R	6/03/2010	9,616.00		005258		9,616.00
00949	CITY OF VENTURA							
I-060210	State Water Plan Payment	R	6/03/2010	19,232.00		005259		19,232.00
02015	Edward Aguado							
I-052710	Services, Exps, 3/10-5/27	R	6/09/2010	8,005.35		005260		8,005.35
01153	RUSS BAGGERLY							
I-May 10	Reimburse Mileage 5/10	R	6/09/2010	65.00		005261		65.00
00821	BEST BEST & KRIEGER LLP							
I-629250	May 2010 Services	R	6/09/2010	905.47		005262		905.47
00059	COASTAL PIPCO							
I-S1639936001	Irrigation Sprinklers, LCRA	R	6/09/2010	337.18		005263		
I-S1640796001	Sprinkler for Coyote	R	6/09/2010	56.85		005263		394.03
01055	Neil Cole							
I-May 10	Reimburse Mileage 5/10	R	6/09/2010	279.50		005264		279.50
01483	CORVEL CORPORATION							
I-M134003800604	Acct#108105, Bill Review	R	6/09/2010	38.77		005265		
I-M134003824738	Acct#108105, Bill Review	R	6/09/2010	322.34		005265		361.11
00076	DIRK A DEKREEK DBA							
I-1000	Airlink Repair/Data Logging	R	6/09/2010	1,000.00		005266		
Inv#600410								
I-60053	EIM Valve Upgrade	R	6/09/2010	1,000.00		005266		2,000.00
00093	FEDERAL EXPRESS							
I-710523283	Mgmt Shipping to Bureau	R	6/09/2010	18.99		005267		18.99
01280	FRY'S ELECTRONICS, INC.							
I-3252458	Pliers and Screwdriver, LCRA	R	6/09/2010	43.49		005268		
I-3265552	Wireless Keyboard, Mouses	R	6/09/2010	97.84		005268		141.33
	Keyboard for Public Relations, Mouses for Waterpark							

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00126	CAROLE ILES							
I-May 10	Reimburse Mileage 5/10	R	6/09/2010	33.25		005269		33.25
00872	Irrisoft, Inc.							
I-3062	Weather Station Signal 5/10	R	6/09/2010	79.00		005270		79.00
00131	JCI JONES CHEMICALS, INC							
I-469582	Chlorine for TP, CM#469669	R	6/09/2010	1,587.60		005271		1,587.60
09881	Marzulla Law, LLC							
I-1455	File No. 4139.0001 3/10, 5/10	R	6/09/2010	3,078.40		005272		3,078.40
00607	OJAI ELECTRIC							
I-07667C	Electrical Work at Waterpark	R	6/09/2010	2,182.00		005273		
I-07668C	Electrical Work at Waterpark	R	6/09/2010	955.00		005273		
I-07669C	Electrical Work at Waterpark	R	6/09/2010	1,373.00		005273		4,510.00
01334	POWER MACHINERY CENTER							
I-E59749	Club Car Lease for LCRA	R	6/09/2010	1,009.15		005274		
I-E59762	Club Car Lease, LCRA	R	6/09/2010	1,009.15		005274		2,018.30
00215	SOUTHERN CALIFORNIA EDISON							
I-060210	Acct#2269631768	R	6/09/2010	20.16		005275		
I-060310	Acct#2210502480	R	6/09/2010	37,652.04		005275		
I-060310A	Acct#2237789169	R	6/09/2010	21.84		005275		
I-060310B	Acct#2210505426	R	6/09/2010	1,619.14		005275		39,313.18
02057	Swank Motion Pictures, Inc.							
I-RG1449165	Movie Rental for LCRA	R	6/09/2010	321.00		005276		321.00
01569	ERNEST UNDERHAY							
I-050610	Astronomy Nights, 5/29, 6/19	R	6/09/2010	240.00		005277		240.00
00226	UNITED STATES POSTAL SERVICE							
I-060410	Replenish Postage Machine	R	6/09/2010	500.00		005278		500.00
01995	D.P. Mangan Inc., dba Pave Wes							
I-001	LCRA Asphalt Paving & Repair	R	6/10/2010	23,947.20		005279		
I-001-Change Order	LCRA Base, Asphalt, CO#1	R	6/10/2010	3,860.55		005279		27,807.75
00021	AWA OF VENTURA COUNTY							
I-061510	6/17 Waterwise Breakfast	R	6/15/2010	180.00		005280		180.00

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01073	UNITED STATES TREASURY							
I-CP161	95-6004993, 941, 3/31/10	R	6/15/2010	858.78		005281		858.78
01629	3M							
C-02058564A	Accrue Use Tax	R	6/17/2010	6.68CR		005282		
D-02058564A	Accrue UseTax	R	6/17/2010	6.68		005282		
I-02058564	Prescription Safety Glasses,TP	R	6/17/2010	81.00		005282		81.00
00004	ACWA HEALTH BENEFITS AUTHORITY							
I-Jun 10	Jun 10 Health Insurance	R	6/17/2010	91,712.78		005283		91,712.78
01441	ADVANTAGE TELECOM, INC							
I-27423	LCRA Monthly Phone Bill	R	6/17/2010	673.69		005284		673.69
01985	AFLAC/FLEX ONE							
I-061110	Reimburse Medical 2010	R	6/17/2010	80.00		005285		80.00
01707	AIRGAS SPECIALTY PRODUCTS							
I-131160301	Ammonium Hydroxide, TP	R	6/17/2010	2,778.50		005286		2,778.50
00010	AIRGAS WEST							
I-103108242	Cylinder Rental for Pipelines	R	6/17/2010	40.01		005287		40.01
09569	ALLCABLE							
I-212311600	Cord for IT, Cable Tie Removal Tool for Waterpark	R	6/17/2010	30.08		005288		30.08
00836	AMERICAN RED CROSS							
I-POS4001-000000600	Lifeguard Certificates, WP	R	6/17/2010	384.00		005289		384.00
00029	AMERICAN TOWER CORP							
I-823540	Tower Rent, Red Mtn, Rincon Pk	R	6/17/2010	1,112.70		005290		1,112.70
00417	APPLIED INDUSTRIAL TECHNOLOGY							
I-85977514	Sheetrubber for Rincon Res	R	6/17/2010	82.54		005291		82.54
00014	AQUA-FLO SUPPLY							
I-073477	Irrigation Box for Camp F	R	6/17/2010	57.94		005292		
I-078884	Parts for WP Sink Cabinet	R	6/17/2010	19.38		005292		77.32
00020	AVENUE HARDWARE, INC							
I-36835	Saw Blade, Fence Repair Parts	R	6/17/2010	97.27		005293		
I-36960	Simple Green, Batteries for TP	R	6/17/2010	37.75		005293		135.02

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00021	AWA OF VENTURA COUNTY							
I-2010	7/1-6/30 CCWUA Membership	R	6/17/2010	150.00		005294		150.00
00185	BASIC CHEMICAL SOLUTIONS							
I-SI5735808	Sodium Hypochlorite, WP	R	6/17/2010	992.04		005295		992.04
02045	BC Rincon Construction, Inc.							
I-052110	Asphalt Repairs, Fairview	R	6/17/2010	33,955.00		005296		33,955.00
	Upper Ojai							
00032	BIOVIR LABORATORIES, INC							
I-101047	Crypto/Giardia Testing, 4/22	R	6/17/2010	395.81		005297		395.81
00753	CABELA'S MKTG & BRAND MGT INC.							
C-0736345B	Accrue Use Tax	R	6/17/2010	11.46CR		005298		
D-0736345B	Accrue Use Tax	R	6/17/2010	11.46		005298		
I-0736345A	Waders for Fisheries	R	6/17/2010	138.87		005298		138.87
02060	CAPCO Analytical Services							
I-101072-0514	Filter Residue Analysis	R	6/17/2010	1,443.75		005299		1,443.75
01068	CAPIO							
I-060110	Membership Renewal	R	6/17/2010	225.00		005300		225.00
00055	CASITAS BOAT RENTALS							
I-001209	Gas for Boats at LCRA	R	6/17/2010	403.35		005301		403.35
00979	CENTRAL CALIFORNIA INSTRUMENTS							
I-20884	Kari Float Switch, Telemetry	R	6/17/2010	326.22		005302		326.22
00059	COASTAL PIPCO							
I-S1641658002	Parts for WP Irrigation	R	6/17/2010	30.73		005303		30.73
00511	Community Memorial Hospital							
I-ST2101510019IN	Drug Tests	R	6/17/2010	1,305.00		005304		1,305.00
00061	COMPUWAVE							
I-SB02063837	Printer for Distribution	R	6/17/2010	373.46		005305		
I-SB02063889	Computer Monitor, Pub Relations	R	6/17/2010	339.67		005305		
I-SB02064024	Docking Station, Pub Relations	R	6/17/2010	107.17		005305		
I-SB02064030	Cisco Firewall & 1 Yr Support	R	6/17/2010	2,655.31		005305		
I-SB02064076	Toner Cartridge	R	6/17/2010	129.79		005305		3,605.40

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01018	I-0910000311168							
	Consolidated Disposal Services Acct#309104110364	R	6/17/2010	1,034.00		005306		1,034.00
01018	I-0910000311215							
	Consolidated Disposal Services Acct#309104110685	R	6/17/2010	114.55		005307		114.55
00062	I-9009624429							
	CONSOLIDATED ELECTRICAL Rockwell Tech Support 7/1/10-6/30/11	R	6/17/2010	4,872.00		005308		
	I-9009624991							
	Electrical Parts for WP	R	6/17/2010	18.72		005308		4,890.72
00331	I-69723							
	COORDINATED WIRE ROPE Tamper Proof Locking Systems	R	6/17/2010	3,300.00		005309		
	I-69762							
	Galv Wire, WP Shade Structure	R	6/17/2010	64.95		005309		3,364.95
01483	C-635817332							
	CORVEL CORPORATION Bill Review	R	6/17/2010	26.88CR		005310		
	I-640994701							
	Bill Review	R	6/17/2010	8.50		005310		
	I-640994711							
	Bill Review	R	6/17/2010	7.53		005310		
	I-640994721							
	Bill Review	R	6/17/2010	7.53		005310		
	I-640994741							
	Bill Review	R	6/17/2010	7.53		005310		
	I-640994751							
	Bill Review	R	6/17/2010	7.53		005310		
	I-641180491							
	Bill Review	R	6/17/2010	78.46		005310		
	I-641180511							
	Bill Review	R	6/17/2010	28.96		005310		119.16
02034	I-1626							
	Danny Knupp, dba D.K. Mechanic Install Water Pump, Eq#68	R	6/17/2010	280.00		005311		280.00
09748	I-10673							
	D2000 SAFETY, INC. Safety Training	R	6/17/2010	4,445.00		005312		4,445.00
	Excavation Safety, Confined Space and Fall Protection							
00076	I-60061							
	DIRK A DEKREEK DBA Instruments Added to MM Well	R	6/17/2010	942.00		005313		
	I-60062							
	EIM Valve Upgrade	R	6/17/2010	2,826.00		005313		3,768.00
01479	I-3230							
	DIAL CONSTRUCTION, INC Raise Valves, Manholes	R	6/17/2010	6,000.00		005314		6,000.00
00662	I-IX06932							
	Diamond A Equipment Blades for Kubota Mowers, LCRA	R	6/17/2010	59.15		005315		59.15
10210	I-1273665878							
	DIRECT TV Acct#036890626, LCRA	R	6/17/2010	60.24		005316		60.24

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00095	FAMCON PIPE & SUPPLY							
I-126239	Handwheel for Gate Valve, PL	R	6/17/2010	21.65		005317		21.65
00099	FGL ENVIRONMENTAL							
I-002941A	Bacti Analysis	R	6/17/2010	319.00		005318		
I-003706A	Bacti Analysis	R	6/17/2010	54.00		005318		
I-003874A	Bacti Analysis	R	6/17/2010	344.00		005318		
I-003882A	Bacti Analysis	R	6/17/2010	29.00		005318		
I-004072A	Filter Residue Analysis, TP	R	6/17/2010	1,778.00		005318		
I-004089A	Water Testing, Fairview #2	R	6/17/2010	285.75		005318		
I-004391A	Bacti Analysis	R	6/17/2010	29.00		005318		
I-004392A	Inorganic Analysis	R	6/17/2010	43.00		005318		
I-004462A	Organic Analysis	R	6/17/2010	713.00		005318		
I-004665A	Inorganic Analysis	R	6/17/2010	18.00		005318		
I-004788A	4M Reservoir Water Testing	R	6/17/2010	420.00		005318		
I-005058A	Water Testing, Rincon Res #2	R	6/17/2010	445.00		005318		4,477.75
00719	FIRST AMERICAN CORELOGIC, INC							
I-12863004	Realquest Subscription	R	6/17/2010	125.00		005319		125.00
00101	FISHER SCIENTIFIC							
I-4224819	Lab Testing Supplies	R	6/17/2010	384.77		005320		384.77
00104	FRED'S TIRE MAN							
I-150657	Flat Repair, Eq#112, Brush Hog	R	6/17/2010	20.00		005321		
I-150670	Tires for Eq#25, WQ Truck	R	6/17/2010	346.32		005321		366.32
00106	FRONTIER PAINT							
I-F129098	Spray Epoxy, Supplies, TP	R	6/17/2010	86.79		005322		
I-F129239	Paint for Line Checks, PL	R	6/17/2010	14.78		005322		101.57
01280	FRY'S ELECTRONICS, INC.							
I-3292917	Battery Backup for O & M	R	6/17/2010	114.17		005323		114.17
00107	FULLER PAINT & GLASS							
I-77672	Waterpark Ticket Window Work	R	6/17/2010	391.32		005324		
I-78052	Ranger Office Window Work	R	6/17/2010	461.30		005324		852.62
00491	GIBBS INTERNATIONAL TRUCK CTR							
I-323772V	Water Pump for #68, LCRA Dump	R	6/17/2010	292.16		005325		292.16
00115	GRAINGER, INC							
I-9263698798	Grease for Equipment, LCRA	R	6/17/2010	8.91		005326		8.91

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01772	HASAN CONSULTANTS, MOHAMMED A. Design Svcs, Relocate Pipeline	R	6/17/2010	11,130.00		005327		11,130.00
01594	HIGHWAY TECHNOLOGIES, INC. I-65053702001 Caution Tape for Stock, LCRA I-65054092001 Emergency Signs, Pump Plants I-65054773001 Rules Signs for Waterpark	R R R	6/17/2010 6/17/2010 6/17/2010	96.57 192.69 716.34		005328 005328 005328		1,005.60
00785	HydroScientific West I-1354 Robles Performance Testing I-1355 Robles Screen Testing	R R	6/17/2010 6/17/2010	1,400.00 17,544.17		005329 005329		18,944.17
00125	IDEXX DISTRIBUTION CORP I-244155927 WQ Testing Supplies	R	6/17/2010	774.64		005330		774.64
00127	INDUSTRIAL BOLT & SUPPLY I-00111898 Bolts for WP Shade Structures	R	6/17/2010	18.67		005331		18.67
00131	JCI JONES CHEMICALS, INC I-470086 Chlorine for TP, CM#470151 I-470834 Chlorine for TP, CM#470998	R R	6/17/2010 6/17/2010	1,587.60 1,587.60		005332 005332		3,175.20
01284	JOHN PENCE BUILDING I-601053 Steel Door for Treatment Plant	R	6/17/2010	535.00		005333		535.00
02063	John Mayo I-053010 Day Use Fee Refund	R	6/17/2010	15.00		005334		15.00
00329	MCMASTER-CARR SUPPLY CO. I-57328074 Pressure Gauges for Telemetry I-57466837 Pressure Gauges for Telemetry	R R	6/17/2010 6/17/2010	273.62 248.97		005335 005335		522.59
01404	MCT TRAILERS I-53695 Light for Unit#16, O & M	R	6/17/2010	15.10		005336		15.10
00151	MEINERS OAKS ACE HARDWARE I-382030 Parts for WP Sink Cabinet I-382052 Gaskets for Rincon Res I-382134 Epoxy Spray for TP I-382696 Oil for Fisheries I-382697 Bolts and Screws for Fisheries I-382734 Parts for Waterpark Sink I-382769 Gopher Traps, Nozzles, LCRA I-382798 Flaging, Duct Tape for WP I-382943 Hose Menders, WD40, LCRA I-383136 Drywall Saw for Fisheries I-383337 Yellow Jacket Traps, Poly Rope	R R R R R R R R R R R	6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010 6/17/2010	11.99 11.89 13.61 13.86 3.54 15.70 152.07 26.30 28.49 14.06 52.30		005337 005337 005337 005337 005337 005337 005337 005337 005337 005337 005337		

For Waterpark



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-383621	Material for Door Repair, TP	R	6/17/2010	18.25		005337		
I-383622	Drill Bits, Saws for IT Dept	R	6/17/2010	24.42		005337		
I-383891	Paint & Brushes, Aeration Sys	R	6/17/2010	24.64		005337		411.12
00163	OFFICE DEPOT							
I-519187558001	Printer for WP POS Trailer	R	6/17/2010	129.89		005339		
I-519187705001	Pencil Sharpener	R	6/17/2010	8.49		005339		
I-519187705001A	Toner Cartridge	R	6/17/2010	160.08		005339		
I-519187705001B	Office Supplies	R	6/17/2010	72.66		005339		371.12
00165	OJAI LUMBER CO, INC							
I-2396012	Posts for Waterpark	R	6/17/2010	52.45		005340		52.45
01464	OJAI PRINT WORKS							
I-1215	Navy Polos for PT Staff, LCRA	R	6/17/2010	883.32		005341		883.32
09764	OJAI VALLEY EMERGENCY PHYS MED							
I-031510	DOS 3/15/10, Claim#10-81670	R	6/17/2010	163.71		005342		163.71
00169	OJAI VALLEY SANITARY DISTRICT							
I-12296	Cust#20594	R	6/17/2010	150.69		005343		
I-12380	Cust#52921	R	6/17/2010	50.23		005343		200.92
01381	ONTRAC							
I-6822002	Refrigerated Sample to Biovir	R	6/17/2010	4.02		005344		4.02
01995	D.P. Mangan Inc., dba Pave Wes							
I-002	Ashalt Patch & Repair, LCRA	R	6/17/2010	2,660.80		005345		
I-002A	Asphalt Patch & Repair, CO#1	R	6/17/2010	428.95		005345		3,089.75
10072	PERMACOLOR, INC							
I-253697	Coat Rincon Hood	R	6/17/2010	250.00		005346		250.00
02053	Photo-Scan of Los Angeles, Inc							
I-11759	Cable for CCTV at LCRA	R	6/17/2010	270.63		005347		270.63
00627	PORT SUPPLY							
I-8274	Life Vest for O &M Cust Svc	R	6/17/2010	154.12		005348		
I-9918	Oil for LCRA	R	6/17/2010	58.21		005348		
I-9919	Tool Kit for LCRA	R	6/17/2010	54.11		005348		266.44
01439	PRECISION POWER EQUIPMENT							
I-1425	Oil for Weedeaters, LCRA	R	6/17/2010	43.30		005349		43.30

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1037	SAF-T-FLO INDUSTRIES CORP. I-105923 Injectors for Mira Monte Well	R	6/17/2010	462.66		005350		462.66
10286	SIEMENS INDUSTRY, INC. I-3082964 Depolox CL2 Analyzer Parts, TP	R	6/17/2010	1,388.32		005351		1,388.32
11987	StayWell Company I-6556191 Emergency Response DVD Set	R	6/17/2010	211.95		005352		211.95
11913	Step One POS I-13986 Cable for Cash Drawer at WP	R	6/17/2010	27.58		005353		27.58
10223	STOCK BUILDING SUPPLY I-4449857400 Plywood and 2X4s for W/P Sink	R	6/17/2010	97.20		005354		97.20
19857	SWANNER PHYSICAL THERAPY I-041009 DOS 4/10/09, Claim#08-66146 I-082509-082709 Dos 8/25, 8/27, Claim#08-66146 I-090109 DOS 9/10/09, Claim#08-66146 I-090809 DOS 9/8/09, Claim#08-66146 I-091009 DOS 9/10/09, Claim#08-66146 I-091509 DOS 9/15/09, Claim#08-66146	R	6/17/2010	29.52 134.42 55.35 55.35 55.35 55.35		005355 005355 005355 005355 005355 005355		385.34
10266	THOMSON WEST I-820597586 Government Code Update Books	R	6/17/2010	151.56		005356		151.56
11407	TILECO DISTRIBUTORS, INC I-1242235 Grout Sealer, B Camp RR Tile	R	6/17/2010	20.13		005357		20.13
19465	TRAVIS AGRICULTURAL CONSTRUCTI I-060810 Rincon PP Rehab, Phase 3, #4	R	6/17/2010	33,269.05		005358		33,269.05
11662	TYLER TECHNOLOGIES, INC. I-166317 Cash Receipts Hardware Maint 6/1/10-5/31/11, includes Receipt Printer, Bar Code Scanner and Cash Drawer	R	6/17/2010	345.00		005359		345.00
10225	UNDERGROUND SERVICE ALERT I-520100086 103 New Tickets	R	6/17/2010	154.50		005360		154.50
11048	VAUGHAN'S INDUSTRIAL REPAIR CO I-015969 Overhaul #3 Pump, Rincon PP I-015969A Additional Items for Pump #3	R	6/17/2010	16,820.98 1,604.28		005361 005361		18,425.26

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00238	VCSDA							
I-2010	Membership Dues 2010-2011	R	6/17/2010	150.00		005362		150.00
09775	VENTURA ORTHOPAEDIC & SPORTS							
I-051410	DOS 5/14/10, Claim#03-01792	R	6/17/2010	64.54		005363		64.54
00258	VENTURA STEEL, INC							
I-103417	Flange Materials for Rincon	R	6/17/2010	136.40		005364		136.40
01283	Verizon Wireless							
I-0875702685	Monthly Cellphone Chrgs, DO	R	6/17/2010	1,314.74		005365		1,314.74
00663	WAXIE SANITARY SUPPLY							
I-71972150	Janitorial Supplies	R	6/17/2010	85.02		005366		
I-71977767	Janitorial Supplies	R	6/17/2010	4.92		005366		
I-71985386	Janitorial Supplies	R	6/17/2010	174.82		005366		
I-71994645	Janitorial Supplies	R	6/17/2010	690.59		005366		955.35
00270	WELLS FARGO BANK							
I-060910	Monthly Credit Card Charges	R	6/17/2010	901.71		005367		
	Food for Waterpark Soft Opening \$320.28, Certified Pool Operator Course for LCRA Mgr \$300.00, Bench for WP \$281.43							
I-060910A	Monthly Credit Card Charges	R	6/17/2010	85.00		005367		986.71
	Vta Chamber Meeting \$35.00, COBRA Seminar \$50.00							
00271	WEST COAST AIR CONDITIONING							
I-S25816	A/C Unit Reprograming, DO	R	6/17/2010	141.25		005368		141.25
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201006150291	457 CATCH UP	R	6/17/2010	423.08		005369		
I-DCI201006150291	DEFERRED COMP FLAT	R	6/17/2010	2,403.86		005369		
I-DI%201006150291	DEFERRED COMP PERCENT	R	6/17/2010	42.77		005369		2,869.71
01960	Moringa Community							
I-MOR201006150291	PAYROLL CONTRIBUTIONS	R	6/17/2010	16.75		005370		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201006150291	457 CATCH UP	R	6/17/2010	423.08		005371		
I-DCN201006150291	DEFERRED COMP FLAT	R	6/17/2010	4,778.52		005371		
I-DN%201006150291	DEFERRED COMP PERCENT	R	6/17/2010	85.53		005371		5,287.13
00180	S.E.I.U. - LOCAL 721							
I-UND201006150291	UNION DUES	R	6/17/2010	577.00		005372		577.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00230	UNITED WAY I-UWY201006150291	R	6/17/2010	45.00		005373		45.00
L	Obada Amro I-000201006100289	R	6/17/2010	85.00		005374		85.00
L	Tinno T Wong I-000201006100290	R	6/17/2010	70.00		005375		70.00
L	Leon Zorabian I-000201006100288	R	6/17/2010	14.00		005376		14.00
00128	INTERNAL REVENUE SERVICE							
	I-T1 201006150291	D	6/17/2010	17,709.18		617101		
	I-T3 201006150291	D	6/17/2010	21,458.06		617101		
	I-T4 201006150291	D	6/17/2010	5,018.54		617101		44,185.78
00049	STATE OF CALIFORNIA							
	I-T2 201006150291	D	6/17/2010	6,793.91		617102		6,793.91
00187	CALPERS							
	I-PER201006150291	D	6/17/2010	8,905.01		617103		
	I-PRR201006150291	D	6/17/2010	9,020.12		617103		17,925.13

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	120	404,375.67	0.00	404,375.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	68,904.82	0.00	68,904.82
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
VOID DEBITS		0.00		
VOID CREDITS		0.00		0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	123	473,280.49	0.00	473,280.49
BANK: AP	TOTALS:		123	473,280.49	0.00	473,280.49
REPORT TOTALS:			124	473,280.49	0.00	473,280.49

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 18, 2010  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Finance Committee Meeting of June 18, 2010

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.**  
Director Kaiser and Director Word  
Staff – Steve Wickstrum and Denise Collin
2. **Public comments.**  
None.
3. **Board/Management comments.**  
None.
4. **Review of the Financial Statement and Consumption Report.**  
The Committee reviewed the financial statement and consumption report, commenting that water sales are 700 acre-feet less than in the end of May 2008-09, although water sales revenue is similar. The notable increase in the delinquent charges continues. Denise Collin provided a review of monthly late fee charges for the various service classifications. The Committee discussed the issue of late charges to resale and direction to apply those delinquent charges, being consistent with all other classifications of service.  
  
Director Kaiser questioned boat fee elasticity given the cost of fish purchases. This question should also consider the potential loss of ability to plant trout in the future and fisheries planning in the next few months. Director Word commented on event revenue being down from previous year and asked to check on status of event accountability.
5. **Auditor Engagement Letter.**  
Denise Collin provided a review of the engagement letter for auditing services that needs to be brought to the Board on June 23<sup>rd</sup>.
6. **Report on Overhead by Fedak.**  
Fedek was asked to develop alternative methods for calculating the District's

administrative overhead distribution. Fedek provided three methods which were reviewed by the Committee. Following the review, it was concluded that there are several misconceptions regarding the existing calculation that were clarified for the Committee, and that the existing calculation method should continue as the standard for the District.

7. **Review of the Prop 4 appropriation limits.**

The setting of the appropriation limits is an annual standard procedure required to be performed by the District. Denise Collin reviewed the requirement of setting the appropriation limits and it is recommended to be set by the Board on June 23<sup>rd</sup>.

**Consumption Report**

**Water Sales FY 2009-2010 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2009 / 2010	2008 / 2009
													Total	Total
AD Ag-Domestic	446	676	556	687	213	383	70	45	20	142	121		3359	4021
AG Ag	325	506	574	490	173	216	55	18	7	66	55		2485	2555
C Commercial	61	98	108	73	44	29	20	9	11	29	38		520	622
DI Interdepartmental	33	6	32	5	16	4	12	2	3	2	10		125	161
F fire	0	0	0	0	0	0	0	0	0	0	0		0	0
I Industrial	2	6	1	4	3	3	1	3	1	3	1		28	52
OT Other	28	39	41	28	14	10	6	4	4	6	10		190	211
R Residential	224	125	258	132	169	77	106	44	77	53	114		1379	1500
RS - P Resale Pumped	53	74	105	97	37	52	28	19	14	12	10		501	541
RS - G Resale Gravity	891	487	514	591	595	507	380	443	304	292	168		5172	4844
TE Temporary	2	1	2	1	1	1	1	0	0	1	1		11	6
<b>Total</b>	2065	2018	2191	2108	1265	1282	679	587	441	606	528	0	13,770	14,512
<b>Total 2008/2009</b>	2110	2234	1907	2004	1623	1135	536	815	461	651	1039	1381		15895.9

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 14, 2010  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Executive Committee Meeting of June 14, 2010

**RECOMMENDATION:**

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

**MEETING:**

1. Roll Call. Director Handley and Director Kaiser
2. Public Comments. None.
3. Board/Manager comments. None.
4. Discussions regarding Board compensation.  
The Committee reviewed a comparison of compensations paid to Board of Directors of six similar agencies in Ventura and Santa Barbara Counties. The Committee could not recommend a change to the existing Board compensation.
5. Discussion regarding the process for the Elections Division to use in the event of a tie.  
The Committee discussed the request by the Elections Division to authorize the settlement of a tied vote by lot. Such an instance would be handled by the elections office by a method of chance, such as the flipping of coin or the drawing of the short straw, to determine the winner of a tie vote. The resolution that has been requested by the Elections Division is to be moved forward for consideration by the Board.
6. Discussion regarding the desire to modify the board meeting schedule on the summer to one meeting per month.  
The Committee reviewed the idea of suggesting reducing the Board meetings to one per month during July and August 2010, as the District had in 2009. The Committee thought it would be best to keep the meeting schedule and adjust if there were no action items for the summer meetings.



CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 7, 2010

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Recreation Committee Meeting of June 7, 2010

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.** Directors Baggerly and Hicks.  
Staff – PSM Carol Belser  
Public – Mike Ulawski
2. **Public comments.** None.
3. **Board/Management comments.**  
Director Baggerly suggested that a more professional sign structure be provided at the intersection of Santa Ana Road and Highway 150.

Staff received a request from the Ojai Wildlife League to post signs that inform visitors not to collect or handle wildlife in the park. Carol Belser will work with the Ojai Wildlife League on the signs and post only at existing information kiosks and billboards in the park.

The General Manager has not heard from Michael Jackson on the status of meeting to discuss Casitas' operation of the Lake Casitas Recreation Area. It is noted that Jack Collins has been asked about the Bureau's consideration of permitting Casitas to provide a concessionaire in the park store – and Jack's response was that would be considered once the agreement issue between Casitas and the Bureau was addressed.

4. **Update on Memorial Day weekend.**  
PSM Belser shared with the Committee that the park was well attended over the three-day weekend. There were a few minor incidents. Director Baggerly suggested that staff document alcohol related events in order to sense whether these incidents are on the rise. The recent Ventura Star article on Piru's ban of alcohol consumption was discussed by the Committee.
5. **Update on Marina Café pass program.**  
PSM Belser presented a log of the café passes that have been issued during May 2010 and discussed the success felt by both Casitas and the café in this program. It appears that the customer complaints have declined as the program is used by the customer. Staff is no longer seeing visitor misuse of the program to gain free entry into the area. The Committee suggested that the log be provided in the next Board

agenda as information. Director Hicks commented that the program appears to be fair and is working.

6. **Consideration of the request of event organizers for a five-year agreement.**  
PSM Belser has received two separate requests from event organizers to establish five-year agreements for their events. The primary purpose of the agreement is to establish the date on which the event would have use of the event area, thus eliminating competition for the open dates and assist in the planning of the events. The two events are the Rotary Club's Chili Cook-off and the Home Brewers' Brewfest. Each of these event organizers has held several successful events at Lake Casitas. PSM Belser will develop agreements to be brought back to Committee and eventually to the Board of Directors.
  
7. **Status of the Disc Golf Agreement renewal.**  
PSM Belser and Mike Ulawski have developed a use permit for the Disc Golf Club and the associated disc golf course. The key changes to the previous agreement are to bring the contract to current tense and terms, provide a map of the approved course, and provide for two events that do not incur the event charge but Casitas will provide trash cans and restrooms onsite. The event participants will incur entrance and camping fees. All other times, except during special events, the disc golf course would be available to the public for free use.  
  
The Committee suggested finalizing the agreement and bringing it through the review of the Committee and approval by the Board of Directors.
  
8. **Letter from James Teigen.**  
PSM Belser received a letter that was intended to be brought to the Board of Directors, but the issues in Mr. Teigen's letter have been resolved. The key issue was concerning making a reservation for the Thanksgiving Day 2010 and a light out in a park restroom. PSM Belser was compelled to bring the letter to Committee so that it was understood as having been resolved.

At approximately 9:45 AM, Director Hicks had to leave the meeting for a 10:00AM appointment, the Recreation Committee concluded at that time. Items 9 (Pontoon Plane) and 10 (Fisheries Management update) were not discussed and will likely be on the next Recreation Committee agenda.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 16, 2010  
TO: Board of Directors  
FROM: Assistant to General Manager, Rebekah Vieira  
Re: Personnel Committee Meeting of June 16, 2010

**RECOMMENDATION:**

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

**MEETING:**

1. Roll Call. Director Handley and Director Hicks, Steve Wickstrum, Rebekah Vieira and Michael Shields
2. Public Comments. None.
3. Board/Manager comments. None.
4. Discussion regarding fingerprinting.  
The Assistant to the General Manager shared information on the positions that would be required to undergo the Livescan process prior to hire or re-hire at the Lake Casitas Recreation Area. It was determined that only the positions and hosts that work at the Lake would be required to be fingerprinted. The Committee suggested that current employees at the lake also go through the process. Michael Shields expressed the concerns of current employees regarding the livescan process, privacy and confidentiality. The results of the livescan will be maintained in a secure manner. This will be discussed further.
5. ACWA Health Benefits Authority
  - a. Information on Health Care Reform  
The Assistant to the General Manager provided information regarding the health care reform act. Health care coverage can be extended for young adults until age 26. Effective January 1, 2013 there will be a cap of \$2,500 on flexible spending accounts and effective January 1, 2011 over the counter purchases without a prescription will no longer qualify for reimbursement. Additionally, the Cadillac Tax which begins in 2018 assesses a 40% excise tax on plans that exceed a threshold of \$10,200 for single coverage and \$27,500 for families. The tax only applies to the amount over the threshold. Beginning in 2019 the thresholds will be indexed to the rate of general inflation plus 1 percentage point. Currently our plans are below the threshold but may not be by 2018. Additionally, the health insurance premium amount will begin to be reported on the W-2 forms beginning in 2011.
  - b. Life Insurance Plan Renewal  
The ACWA HBA Life Insurance Plan will renew for a 30 month term with a 5% decrease in rates. A new agreement will be moved to the next board

meeting for execution.

c. Disbursement of ACWA HBA Employee Benefit Trust Funds through premium credits.

Casitas will be receiving a credit on an upcoming invoice in the amount of \$17,137 as a result of remaining funds that were in the ACWA Services Corporation ASC Employee Benefit Trust. This is as a result of the consolidation under the ACWA Health Benefits Authority that took place in May of 2008.

d. Ratification of the amended and restated HBA bylaws and JPA Agreement.

ACWA HBA has submitted for approval revised Bylaws and a Joint Powers Agreement which will be moved to the Board for adoption.

e. Designation of Agency Membership Representatives in ACWA HBA.

Casitas should designation regular and alternate representatives for Agency membership in the ACWA HBA. These should be the General Manager as the Regular Representative and the Assistant to the General Manager as the Alternate Representative. This will be moved to the Board for approval.

f. Designation of Agency Personnel to Serve on HBA Advisory Committees.

The District has an opportunity to suggest individuals to serve on the Health Benefits Program Committee, Ancillary Benefits Program Committee, and the Finance and Audit Committee. The Assistant to the General Manager expressed interest in serving on the Health Benefits Program Committee and the Ancillary Benefits Program Committee. This will be moved to the Board for approval.

g. Nominations for Positions on ACWA HBA Board of Directors.

ACWA is seeking nominations for the HBA Board of Directors. This will be moved to the Board for determination if there is any interest.

7. Amendment to Plan Docs for Participant Loans for the Nationwide Deferred Compensation Plan.

An employee recently encountered a situation in which it would have been beneficial to have had the opportunity to access a portion of their deferred compensation in the form of a loan. The current plan documents do not allow for such a loan. These loans are commonly found in the 457 deferred compensation plans. To add this feature to our plan requires execution of the Participant Loan Program Agreement and a resolution authorizing the modification. There is minimal cost to the district as the district would need to provide signature to the loan application. The repayment of the loan can be handled directly between the employee and Nationwide. The employee may only have one loan at a time and may only borrow up to 50% of their account balance with a minimum amount of \$1,000 and pay a \$50 application fee. This will be moved to the Board for approval.

8. CSAC Excess Insurance Authority Workers Compensation Proposal with estimated Deposit Premium of \$48,262.

The Workers' Compensation Renewal Premium for 2010-11 is \$48,262. Last year we paid \$50,265 resulting in a savings of \$2,003. This will be forwarded to the Board for approval.

CASITAS MUNICIPAL WATER DISTRICT

A RESOLUTION SETTING FORTH SCHEDULES OF  
WATER AVAILABILITY CHARGES FOR CERTAIN PROPERTIES WITHIN THE  
CASITAS MUNICIPAL WATER DISTRICT

WHEREAS, there exists within the Casitas Municipal Water District certain properties within the area generally known as the town of Oak View for which Casitas has and is incurring debts and expenses for the financing, operation and maintenance of water facilities to serve said properties; and

WHEREAS, water availability charges are authorized by the Municipal Water District law of 1911—specifically, Sections 71630 et seq.; and

WHEREAS, a careful study has been made by the General Manager as to land and water and water availability to said properties which recommends that a water availability charge be scheduled and levied on such properties;

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

1. The schedule of proposed water availability charges for all of those certain properties located within Casitas and within the area generally known as the town of Oak View as assessed by the Ventura County Assessor or as otherwise determined by Casitas and shown on map No. 1502-15 on file in Casitas' office for the fiscal year July 1, 2010, to June 30, 2011 shall be as follows:

- a. Ten dollars (\$10) per acre for each acre or fraction thereof of the parcel of land.
- b. Ten dollars (\$10) per parcel for each parcel less than one acre in size.

2. A public hearing was conducted for the purpose of hearing all interested parties on the question of whether the proposed water availability charges set forth in the resolution should be adopted.

3. The Oak View Water Available Charge is hereby adopted for July 1, 2010 through June 30, 2011.

ADOPTED this 23<sup>rd</sup> day of June, 2010

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President, Casitas  
Municipal Water District

ATTEST:

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Secretary, Casitas  
Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 17, 2010  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: FY 2010-11 Budget Workshop

**RECOMMENDATION:**

It is recommended that the Board of Directors consider public comment and move to adopt the budget for FY 2010-11 during the Board meeting on June 23, 2010.

**BACKGROUND:**

The staff of the Casitas Municipal Water District have prepared the draft FY 2010-11 budget that has gone through a vigorous review by the General Manager and Finance Committee. The draft FY 2010-11 budget funds the highest priority projects and tasks necessary to achieve our goals while keeping our costs and water rates as low as possible. The budget is a financial management tool which presents the District's expenses, capital projects, and projected revenues.

During the annual budget workshop, the Board of Directors will provide additional insight to the budget and work toward the development of a final budget document. It is anticipated that the final budget will undergo a public hearing and subsequently be adopted by the Board of Directors on June 26, 2010.

**BUDGET SUMMARY:**

The FY 2010-11 draft budget contains expenses that total \$15,870,055.33 and revenues that are anticipated to be \$14,741,403.31. The expenses exceed the revenue by \$1,128,652.02 which will become balanced by applying \$772,192 from available storm damage reserves and \$356,460.02 from available un-restricted reserves. The following is a brief summary of each area of the budget and rather than repeating all the numbers contained in the budget document, I will provide insight to the development of many of the numbers.

**Revenue.** The three primary sources of revenue are water rates, recreation fees, and property taxes. The revenues from each of these areas (water and recreation) can be highly variable and influenced by many factors such as weather conditions, economic climate, and changes in customer demands. The following are the key revenue highlights that were considered in the development of the proposed FY 2010-11 budget.

**Water Rates:** Water revenues contained in the budget are based on the conservative estimation of water sales volume of 16,000 acre-feet. The revenues are in proportion to revenues the sales volume that was delivered to each classification of service during the previous two years. It should be noted that FY 2008-09 had water sales of approximately 16,000 acre-feet with 15 inches of rainfall and FY 2009-10 is slightly behind last year's water sales pace with a 28 inch rainfall year. The average volume of water sales over the past five year, excluding current year, is 17,000 acre-feet, but the standard deviation to that average

is 1,655 acre-feet for the five-year period.

The Finance Committee has reviewed the proposed FY 2010-11 budget revenues, reserve balances, expenses, considered the difficulty some customers are having in paying water bills, and determined that a water rate increase is not recommended for FY 2010-11.

**Recreation Fees:** The estimate of recreation fee revenues is based on historical patterns and the assumption that the issue of concessionaire revenues will be resolved during this next year. The Recreation Committee was asked to consider increasing recreation fees in order to lessen the financial gap between revenues and expenses, but no increase in fee was the recommendation at this time.

**Property Taxes:** The District has securitized the Proposition 1A tax revenues, an estimated \$1,744,631 in property tax funding to be received by the District in FY 2010-11. The budget estimate for property taxes is based on FY 2009-10 and could be slightly less in FY 2010-11 based on current the economic climate and the recent downturn in property values.

**Interest on Investments:** The interest on time deposits and investments has been considerably less in FY2010-11 than previous years due to the currently depressed economic climate and low interest rates available from COVI and LAIF. The District is pursuing additional investment strategies that may improve the return on investments over time. The estimated interest on investments in the FY2010-11 budget is \$110,000.

**Reserves.** In 2009, the District achieved its goal in attaining adequate levels of unrestricted reserves (Resolution No. 06-32), increasing the cash flow reserve to \$3,000,000 and establishing a capital improvements reserve at an additional \$3,000,000. The FY2010-11 proposes to move \$722,192 from Storm Damage reserves for the design and initial construction stages of the Rincon 2(M) Main replacement and \$356,460.02 from available un-restricted reserves in order to balance the proposed budget.

**Expenses.** Section managers and supervisors have prepared individual expense budgets for each task area, presented in the budget as Department Requested. The General Manager reviewed and discussed each expense with the Departments and appropriate changes were made as necessary. The FY 2010-11 expenses is very comparable to the FY 2009-10 expenses, with a few minor exceptions.

**Staffing:** There is a request to temporarily add one employee to the Electrical/Mechanical section. The purpose of the additional employee is to prepare for an eventual employee succession in a critical position and assist to accomplish a large electrical workload that is anticipated in this section over the next three years. Upon an eventual retirement of an existing employee, it is intended to reduce the employee number in this section back to FY 2009-10 levels. The budget for this position is provided in the Electrical/Mechanical section.

**Salary Adjustments:** The budget includes a two percent salary cost of living adjustment, in anticipation that COLAs will be provided in accordance with current employee MOUs. The budget accounts for the offset in the date in which COLAs will be applied to each bargaining group.

**Vehicles:** Currently, the District's vehicle fleet is in good condition and adequate in numbers. Several vehicles are older than 7 years but have less than 100,000 miles. The budget proposes the replacement of one vehicle in maintenance and an addition of a smaller vehicle for meter reading/customer service. Staff will be this year looking into the



reassignment of vehicles in order to better fit the needs of tasks, provide an existing vehicle to the electrical new-hire, and not result in a budget impact.

**Power Purchased for Pumping:** It is anticipated that electrical power costs will rise 5%, increasing the District's electrical cost to \$1,293,600. This cost is included in the Electrical/Mechanical expense budget.

**Reimbursable Project:** The Water Conservation expense budget of \$919,643.91 reflects the Senior Canyon Improvement grant project, which is balanced by the revenue of \$458,462 provided on Page 5 under Water Revenue Other.

**Capital Projects Budget.**

The 10-Year Capital Projects have been updated by staff and presented in the budget binder. The proposed FY 2010-11 Capital budget is \$3,727,423.00. There are three significant projects that are proposed to undertake in FY 2010-11. The first is the design and initiation of a two-year construction project to replace a storm-damaged section of the Rincon 2(M) Main, which crosses the canyon northwest of La Conchita. This project will start with an initial budget of \$772,192 for design and initial construction, and will likely grow to a \$1.5M project before completing the critical pipeline replacement. The second project is a multi-year project to replace outdated electrical systems at pump plant facilities. The third is the preventative measure to replace a high-pressure section of the Rincon Main. Each of these projects are critical to maintain water service and provide appropriate safety measures.

The significant on-going projects include the interior coating replacements at the Ojai 4(M) Reservoir No. 2 and Oak View Reservoir No. 2, and the replacement of interior coatings in one filter (note that we have one more filter to complete the series of eight filters). These projects are necessary to extend the life of key infrastructure components that would otherwise be very expensive to replace.

The one project that is to be carried over from FY 2009-10 to FY2010-11 is the replacement of the fence along the north side of Lake Casitas. This project's is presently being considered by the Bureau of Reclamation.

Staff is dedicated to aggressively accomplishing the capital projects that have been proposed for FY 2010-11.

**Lake Casitas Recreation Area Budget.**

The goal of the LCRA budget is to provide a balance between projected revenue and expenses.

This goal appears to be a difficult one to attain in light of recent boating restrictions and based on the level of current user fees. The proposed FY 2010-11 budget reflects a net loss of \$612,360. The summary of totals for the recreation section is as follows:

	<b>FY 2010-11</b>	<b>FY 2009-10</b>
Total Revenue	\$3,636,480	\$3,607,241
Total Expenses	(\$2,666,315)	(\$2,397,867)
Total Capital	(\$331,500)	(\$235,000)
Admin Overhead	(\$940,025)	(\$1,065,817)
Depreciation Expense	(\$311,000)	(\$513,014)
<b>Net Profit/(Loss)</b>	<b>(\$612,360)</b>	<b>(\$604,457)</b>

At this time, the budget for recreation expenses has increased over last year's budget by

\$268,448, which is primarily in the areas of Salaries/Benefits (+\$160,198), Services and Supplies (+\$34,650), Utilities (\$7,700), Purchased Water (+\$10,000), and Outside Services (+\$34,506).

**Conclusion.**

The budget has been reviewed several times by staff, committee, and the Board of Directors, and is now ready for the consideration of adoption.

If there are any questions in regard to this matter, please do not hesitate to discuss any and all questions with me.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION ADOPTING THE FINAL GENERAL FUND BUDGET.  
DEBT SERVICE FUND AND MIRA MONTE WATER ASSESSMENT DISTRICT  
FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

WHEREAS, District staff has prepared a proposed budget for the 2010-2011 fiscal year;

WHEREAS, the General Manager has made modifications to the proposal made by the various section supervisors; and

WHEREAS, the resultant budget has been reviewed by the Finance Committee; and

WHEREAS, three public meetings have been held to go over the budget with the public;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District, that the proposed budget per Board recommendations for the 2010-11 fiscal year is hereby approved for the General Fund Budget broken down as follows, Revenue \$14,741,403., Oak View Availability Revenue of \$7,505. USBR/SWP Bonded Indebtedness Fund Budget Revenue broken down as follows, USBR \$785,394., SWP \$755,429., totaling \$1,540,823., Mira Monte Water Assessment District Fund Revenue of \$ 18,999.95., and 1% secured levy tax apportionment of \$1,711,631. Expenses \$12,142,632., Capital \$3,727,423.

Adopted this 23<sup>rd</sup> day of June, 2010.

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President, Casitas  
Municipal Water District

ATTEST:

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Secretary, Casitas  
Municipal Water District

**Casitas Municipal Water District**

**Revenue 2010-2011**

*Management Requested*

**Revenue**

<b>Water Sales - Residential</b>			
11-4-00	4000-00	Water Sales - Residential Gravity	23,575
11-4-00	4001-00	Water Sales - Residential Pumped	925,861
11-4-00	4002-00	Water Sales - Oak View - Archive	0
<b>Water Sales - Business</b>			
11-4-00	4010-00	Water Sales - Business Gravity	996
11-4-00	4011-00	Water Sales - Business Pumped	427,050
11-4-00	4012-00	Water Sales - Business Oak View - Archive	0
<b>Water Sales Industrial</b>			
11-4-00	4020-00	Water Sales - Industrial Gravity	0
11-4-00	4021-00	Water Sales - Industrial Pumped	26,588
<b>Water Sales - Resale</b>			
11-4-00	4030-00	Water Sales - Resale Gravity	1,822,145
11-4-00	4031-00	Water Sales - Resale Pumped	534,362
<b>Water Sales - Other</b>			
11-4-00	4040-00	Water Sales - Temporary Meter - Pumped	7,208
11-4-00	4041-00	Water Sales - Other Water Sales - Gravity	14,185
11-4-00	4042-00	Water Sales - Other Water Sales - Pumped	127,752
11-4-00	4043-00	Water Sales - Other Water Sales - Oak View - Archive	0
<b>Water Sales - Fire Prevention</b>			
11-4-00	4050-00	Fire Prevention - General	6,834
11-4-00	4051-00	Fire Prevention - Hydrants	0
<b>Water Sales - Agriculture Domestic</b>			
11-4-00	4060-00	Water Sales - Ag Domestic - Gravity	67,277
11-4-00	4061-00	Water Sales - Ag Domestic - Pumped	1,577,675
<b>Water Sales - Agriculture</b>			
11-4-00	4070-00	Water Sales - Agricultural - Gravity	42,938
11-4-00	4071-00	Water Sales - Agricultural - Pumped	991,219
11-4-00	4072-00	Water Sales - Agricultural Prime - Archive	0
<b>Water Sales - Interdepartmental</b>			
11-4-00	4080-00	Water Sales - Recreation - Gravity	0
11-4-00	4081-00	Water Sales - Recreation - Pumped	55,130
<b>Water Services - Other</b>			
11-4-00	4090-00	Capital Facilities Charge	0
11-4-00	4091-00	Energy Surcharge	0
11-4-00	4092-00	Forfeited Deposits / Penalties	0
11-4-00	4093-00	Meter Tests	1,000
11-4-00	4094-00	Sale of Plans or Bid Packets	65
11-4-00	4095-00	Temporary Installation	0
11-4-00	4096-00	Water Storage Valuation	0
11-4-00	4097-00	Work Order Close Revenue	0
11-4-00	4098-00	Meter Standby Fees	1,992,717
11-4-00	4099-00	Pump Charges	0
<b>Revenue - Interest</b>			
11-4-00	4100-00	1% Tax Allocation	0
11-4-00	4105-00	Assessments - Oak View	0
11-4-00	4110-00	Interest on BPC and Taormina	0

6,650,794.63  
15,866 AF

1,993,781.65

11-4-00	4115-00	Interest on Time Deposits and Investments	110,000	
11-4-00	4120-00	Protested Tax Apportionment	0	110,000.00

<b>Revenue - Taxes and Assessments</b>				
11-4-00	4200-00	1 % - Secured Current General Fund	1,744,631	
11-4-00	4205-00	1 % - Redemption & In Lieu	0	
11-4-00	4210-00	1 % - Secured Prior Year General Fund	0	
11-4-00	4215-00	1 % - Unsecured Current General Fund	0	
11-4-00	4220-00	1 % - Unsecured Prior Year General Fund	0	
11-4-00	4225-00	Availability Charge Current - Oak View	7,500	
11-4-00	4230-00	Availability Charge Prior Year - Oak View	0	
11-4-00	4105-00	MMWS - Tax Secured	19,500	
11-4-00	4235-00	Miscellaneous Revenue - Taxes and Assessments	0	1,771,631.00

<b>Revenue - Other Governmental Agencies</b>				
11-4-00	4300-00	Federal Disaster Assistance	0	
11-4-00	4305-00	Grant Revenue - Federal	0	
11-4-00	4310-00	Local - City of Ventura USGS	0	
11-4-00	4315-00	State - Homeowners Property Tax	0	
11-4-00	4320-00	State - Other	0	0.00

<b>Revenue - Delinquency On-Off Fees / Water</b>				
11-4-00	4350-00	Hang Tag Fee	20,140	
11-4-00	4351-00	Turn Off Fee	3,200	
11-4-00	4352-00	Turn On Fee	3,200	
11-4-00	4353-00	Late Fee - Residential	23,133	
11-4-00	4357-00	Late Fee - Business	1,689	
11-4-00	4361-00	Late Fee - Industrial	98	
11-4-00	4365-00	Late Fee - Resale	12,928	
11-4-00	4369-00	Late Fee - Other	848	
11-4-00	4373-00	Late Fee - Fire Prevention	0	
11-4-00	4377-00	Late Fee - Agriculture Domestic	5,201	
11-4-00	4381-00	Late Fee - Agriculture	2,717	
11-4-00	4385-00	Late Fee - Interdepartmental	0	
11-4-00	4395-00	N.S.F. - Returned Check Fee	420	73,574.03

<b>Revenue - Other</b>				
11-4-00	4400-00	Flexible Storage	3,784	
11-4-00	4405-00	Gain / Loss on Sale of Fixed Assets	0	
11-4-00	4410-00	Grant Revenue - Other	458,462	
11-4-00	4415-00	Habitat Conservation Plan	0	
11-4-00	4420-00	Miscellaneous Revenue - Other	42,896	
11-4-00	4425-00	Sale of Fixed Assets	0	
11-4-00	4430-00	Variation in Water Sales	0	505,142.00

<b>Revenue - Park Entrance Fees and Permits / Recreation</b>				
11-4-62	4500-00	Animal Permit	27,500	
11-4-62	4505-00	Area Use Permits - Recreation	0	
11-4-62	4510-00	Boat Fees - Annual	60,000	
11-4-62	4515-00	Boat Fees - Daily	15,000	
11-4-62	4520-00	Boat Fees Annual - Refund Quagga	0	
11-4-62	4525-00	Boat Inspection Fees - Quagga	6,000	
11-4-62	4530-00	Boat Fees - Overnight	2,000	
11-4-62	4535-00	Boat Lock Revenue - Quagga	9,800	
11-4-62	4540-00	Boating Grant - Launching Facility - Archived	0	
11-4-62	4545-00	Camping Fees	1,613,000	
11-4-62	4550-00	Camping Promotion	0	
11-4-62	4555-00	Commercials - Recreation	7,500	
11-4-62	4560-00	Deposit Forfeit	0	
11-4-62	4565-00	Donation vouchers	0	
11-4-62	4570-00	Events - Recreation	42,000	

11-4-62	4575-00	Event Reimbursement - Recreation	200	
11-4-62	4580-00	Federal Disaster Assistance - Recreation	0	
11-4-62	4585-00	Gift Cards and Certificates	0	
11-4-62	4590-00	Grants - Recreation	0	
11-4-62	4595-00	Guest Pass - Recreation	0	
11-4-62	4600-00	Kayak & Canoes Annual - Recreation	3,180	
11-4-62	4605-00	Kayak and Canoes Daily - Recreation	0	
11-4-62	4610-00	Miscellaneous Revenue	4,500	
11-4-62	4615-00	Miscellaneous Revenue - Refunds Quagga	0	
11-4-62	4620-00	Rain Checks - Recreation	-5,700	
11-4-62	4625-00	Reservations	121,000	
11-4-62	4630-00	Shower Facility Fees	21,000	
11-4-62	4635-00	Trailer Storage Fees	171,000	
11-4-62	4640-00	Vehicle Fees - Daily	438,000	
11-4-62	4645-00	Violation Ordinance Fees	18,000	
11-4-62	4650-00	Visitor Cards	136,000	
11-4-62	4655-00	Visitor Cards - Refunds Quagga	0	
11-4-62	4660-00	Wi-Fi Internet Fees	0	2,689,980.00

<b>Revenue - Concessions / Recreation</b>				
11-4-62	4700-00	Bicycles - Concession	6,900	
11-4-62	4705-00	Boat Rental - Concession	77,000	
11-4-62	4710-00	Boat Rentals - Recreation - Archived	0	
11-4-62	4715-00	Gasoline - Concession	100	
11-4-62	4720-00	Park Store - Recreation	43,000	
11-4-62	4725-00	Snack Bar - Concession	22,000	
11-4-62	4730-00	Telephone - Recreation	0	
11-4-62	4735-00	Trailer Rental Concession	0	
11-4-62	4740-00	Water Park Snack Bar	21,000	
11-4-62	4745-00	Wildlife Tours Concession	0	170,000.00

<b>Revenue - Water Park</b>				
11-4-65	4800-00	Water Park - Cooler Fees	0	
11-4-65	4805-00	Water Park - Five after Five Fee	67,000	
11-4-65	4810-00	Water Park - Group Pass Fee	60,500	
11-4-65	4815-00	Water Park - Junior Lifeguard Fee	12,000	
11-4-65	4820-00	Water Park - Locker Fee	2,000	
11-4-65	4825-00	Water Park - Next Day Pass Fee	24,000	
11-4-65	4830-00	Water Park - Gift Certificates	0	
11-4-65	4835-00	Water Park - Rain Checks	-5,000	
11-4-65	4840-00	Water Park - Reservation Fee	10,000	
11-4-65	4845-00	Water Park - Season Pass Fee	12,000	
11-4-65	4850-00	Water Park - Shade Rental Fee	7,000	
11-4-65	4855-00	Water Park - Shower Facility Fees	13,000	
11-4-65	4860-00	Water Park - Single Splash Fee	572,000	
11-4-65	4865-00	Water Park - Special Event Fee	500	
11-4-65	4870-00	Water Park - Water Fitness - Fee	1,500	776,500.00

<b>Revenue - Other / Recreation</b>				
11-4-62	4900-00	Collection Over / Short - Recreation OP	0	
11-4-65	4900-00	Collection Over / Short - Recreation WP	0	

<b>Total Revenue</b>			<b>14,741,403</b>	<b>14,741,403.31</b>
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*Casitas Municipal Water District  
Budget Revenue, Expenses & Capital  
2010/2011*

*Board Approved*

	<b>2010/2011</b>	<b>2009/2010</b>
Revenue	14,741,403.31	14,786,056.52
<b>Expenses</b>		
Administration	103,138.98	-50,924.45
Board of Directors	180,980.65	169,682.06
District Maintenance	317,008.69	378,608.43
Electrical Mechanical	2,116,573.02	1,984,498.20
Engineering	452,520.04	581,452.44
Fisheries	366,684.17	321,424.16
Information Technology	187,892.73	177,757.83
Management	838,647.00	724,816.21
Pipeline, Garage & Warehouse	737,312.52	635,605.59
Water Conservation - P/R	919,643.91	357,014.74
Recreation, Operations, Maint, PR & Water Pk	3,606,340.67	3,587,276.18
Retirees	428,941.72	401,597.66
Water Quality, Lab	280,413.52	308,119.17
Water Treatment	1,606,534.71	1,629,017.58
Total Expenses	<u>12,142,632.33</u>	<u>11,205,945.80</u>
Net	<u><u>2,598,770.98</u></u>	<u><u>3,580,110.72</u></u>
<b>Capital</b>		
Administration	0.00	10,000.00
Board of Directors	0.00	0.00
District Maintenance	145,000.00	225,000.00
Electrical Mechanical	693,230.00	216,000.00
Engineering	1,786,343.00	1,763,417.00
Fisheries	0.00	0.00
Information Technology	8,000.00	0.00
Management	0.00	0.00
Pipeline, Garage & Warehouse	237,100.00	281,475.00
Water Conservation - P/R	0.00	609,455.83
Recreation, Operations, Maint, PR & Water Pk	471,500.00	235,000.00
Retirees	0.00	0.00
Water Quality, Lab	0.00	6,255.00
Water Treatment	386,250.00	432,900.00
	<u>3,727,423.00</u>	<u>3,779,502.83</u>
Net assets, End of Year Before Applied Reserves	<u>-1,128,652.02</u>	<u>-199,392.11</u>
Funding Deficit from Available Storm Damage Reserves	772,192.00	0.00
Funding Deficit from Available Un-Restricted Reserves	<u>356,460.02</u>	<u>199,392.11</u>
Net assets, End of Year	<u><u>0.00</u></u>	<u><u>0.00</u></u>



CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
REVENUE SUMMARY					
NON DEPARTMENTAL					
WATER SALES	6,830,677	5,768,986	6,650,795	6,650,795	6,650,795
WATER SERVICES	2,071,890	1,828,295	1,993,782	1,993,782	1,993,782
WATER DELINQUENCY	70,141	64,609	73,574	73,574	73,574
WATER REVENUE OTHER	547,048	67,046	505,142	505,142	505,142
CAPITAL FACILITIES	0	24,551	0	0	0
INTEREST	114,500	106,886	129,500	129,500	129,500
TAXES & ASSESSMENTS	1,802,161	1,837,496	1,752,131	1,752,131	1,752,131
OTHER GOVT. AGENCIES	0	17,645	0	0	0
TOTAL NON DEPARTMENTAL	11,436,416	9,715,515	11,104,924	11,104,924	11,104,924
RECREATION - OPERATIONS					
RECREATION PARK	2,681,691	2,467,807	2,689,980	2,689,980	2,689,980
RECREATION-CONCESSION	167,750	124,595	149,000	149,000	149,000
RECREATION OTHER	0	( 298)	0	0	0
TOTAL RECREATION - OPERATIONS	2,849,441	2,592,104	2,838,980	2,838,980	2,838,980
RECREATION - WATER PARK					
RECREATION-CONCESSION	21,500	15,106	21,000	21,000	21,000
RECREATION-WATER PARK	736,300	614,787	776,500	776,500	776,500
RECREATION OTHER	0	15	0	0	0
TOTAL RECREATION - WATER PARK	757,800	629,908	797,500	797,500	797,500
TOTAL REVENUE	15,043,657	12,937,526	14,741,404	14,741,404	14,741,404

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<b>EXPENDITURE SUMMARY</b>					
<b>RETIREES</b>					
Benefits	401,597	380,885	428,941	428,941	428,941
TOTAL RETIREES	401,597	380,885	428,941	428,941	428,941
<b>BOARD OF DIRECTORS</b>					
Salaries	65,688	44,818	63,978	63,978	63,978
Benefits	78,113	66,564	76,703	76,703	76,703
Services & Supplies	16,725	12,324	40,300	40,300	40,300
TOTAL BOARD OF DIRECTORS	160,526	123,706	180,981	180,981	180,981
<b>MANAGEMENT</b>					
Salaries	273,631	259,463	284,833	287,653	287,653
Benefits	94,594	86,652	100,581	101,299	101,299
Services & Supplies	356,591	363,090	419,794	449,694	449,694
TOTAL MANAGEMENT	724,816	709,205	805,208	838,646	838,646
<b>INFORMATION TECHNOLOGY</b>					
Salaries	113,643	103,397	113,642	114,205	114,205
Benefits	42,220	37,455	43,580	43,704	43,704
Services & Supplies	21,895	12,025	29,984	29,984	29,984
Services & Supplies-W.O.	0	0	8,000	8,000	8,000
TOTAL INFORMATION TECHNOLOGY	177,758	152,877	195,206	195,893	195,893
<b>WATER CONSERVATION</b>					
Salaries	192,527	157,562	194,438	195,957	195,957
Benefits	53,266	43,550	55,111	55,432	55,432
Services & Supplies	125,586	84,424	673,255	668,255	668,255
Salaries - Work Orders	3,952	0	0	0	0
Benefits - Work Orders	853	0	0	0	0
Services & Supplies-W.O.	604,651	36,066	0	0	0
TOTAL WATER CONSERVATION	980,835	321,602	922,804	919,644	919,644
<b>FISHERIES</b>					
Salaries	200,263	193,249	212,500	218,269	218,269
Benefits	61,769	74,800	64,464	65,528	65,528
Services & Supplies	57,539	40,722	70,887	82,887	82,887
Salaries - Work Orders	0	0	4,431	0	0
Benefits - Work Orders	0	0	775	0	0
TOTAL FISHERIES	319,571	308,771	353,057	366,684	366,684
<b>ADMINISTRATION SERVICES</b>					
Salaries	385,309	328,995	363,634	366,098	366,098
Benefits	156,642	129,676	149,026	149,564	149,564
Services & Supplies	538,021	479,286	527,502	527,502	527,502
Other Operating Expenses	( 1,065,817)	0	( 910,169)	( 940,025)	( 940,025)

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Services & Supplies-W.O.	10,000	8,545	10,000	0	0
TOTAL ADMINISTRATION SERVICES	24,155	946,502	139,993	103,139	103,139
WAREHOUSE					
Salaries	7,813	0	8,194	8,234	8,234
Benefits	1,686	0	1,799	1,808	1,808
Services & Supplies	11,120	3,851	9,620	9,620	9,620
TOTAL WAREHOUSE	20,619	3,851	19,613	19,662	19,662
GARAGE					
Salaries	16,407	0	17,207	17,292	17,292
Benefits	3,542	0	3,778	3,796	3,796
Services & Supplies	( 130,048)	( 3,900)	34,050	( 57,550)	( 57,550)
Services & Supplies-W.O.	26,000	18,104	60,500	60,500	60,500
TOTAL GARAGE	( 84,099)	14,204	115,535	24,038	24,038
ENGINEERING					
Salaries	258,865	226,503	265,606	267,478	267,478
Benefits	103,964	84,872	101,709	102,118	102,118
Services & Supplies	126,303	37,640	82,924	82,924	82,924
Salaries - Work Orders	60,832	76,612	67,819	68,344	68,344
Benefits - Work Orders	13,134	16,421	14,891	15,000	15,000
Services & Supplies-W.O.	1,667,765	742,781	1,758,000	1,703,000	1,703,000
TOTAL ENGINEERING	2,230,863	1,184,830	2,290,949	2,238,864	2,238,864
WATER QUALITY - LAB					
Salaries	139,353	128,518	141,451	142,151	142,151
Benefits	54,851	51,131	56,258	56,409	56,409
Services & Supplies	113,915	60,807	81,855	81,855	81,855
Services & Supplies-W.O.	6,255	7,076	0	0	0
TOTAL WATER QUALITY - LAB	314,374	247,532	279,564	280,415	280,415
ELECTRICAL MECHANICAL					
Salaries	402,200	352,117	311,903	400,327	400,327
Benefits	105,856	122,838	131,590	165,743	165,743
Services & Supplies	1,475,859	853,914	1,547,859	1,550,503	1,550,503
Services & Supplies-W.O.	241,000	13,526	521,000	521,000	693,230
TOTAL ELECTRICAL MECHANICAL	2,224,915	1,342,395	2,512,352	2,637,573	2,809,803
DIST MAINT - PIPELINE					
Salaries	263,901	279,737	256,735	257,927	257,927
Benefits	114,556	108,253	124,623	124,882	124,882
Services & Supplies	353,116	144,642	371,304	371,304	371,304
Salaries - Work Orders	24,814	0	0	0	0
Benefits - Work Orders	4,811	0	0	0	0
Services & Supplies-W.O.	225,850	30,258	176,600	176,600	176,600
TOTAL DIST MAINT - PIPELINE	987,049	562,890	929,262	930,713	930,713

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<b>WATER TREATMENT</b>					
Salaries	677,079	627,692	662,620	666,265	666,265
Benefits	286,937	240,419	282,624	283,419	283,419
Services & Supplies	663,256	438,877	656,850	656,850	656,850
Services & Supplies-W.O.	432,900	249,546	336,250	386,250	386,250
TOTAL WATER TREATMENT	2,060,172	1,556,534	1,938,344	1,992,784	1,992,784
<b>OPERATIONS - MAINTENANCE</b>					
Salaries	184,913	132,931	181,326	181,966	181,966
Benefits	40,509	30,412	38,911	39,049	39,049
Services & Supplies	146,945	44,942	99,744	95,994	95,994
Services & Supplies-W.O.	225,000	23,729	130,000	145,000	145,000
TOTAL OPERATIONS - MAINTENANCE	597,367	232,013	449,981	462,009	462,009
<b>RECREATION - OPERATIONS</b>					
Salaries	537,370	501,427	640,072	642,770	642,770
Benefits	157,297	151,295	152,792	203,379	203,379
Services & Supplies	307,152	306,638	316,061	336,161	336,161
Other Operating Expenses	470,447	0	432,253	461,294	461,294
Services & Supplies-W.O.	235,000	153,590	20,000	37,000	37,000
TOTAL RECREATION - OPERATIONS	1,707,266	1,112,951	1,561,178	1,680,604	1,680,604
<b>RECREATION - MAINTENANCE</b>					
Salaries	314,138	336,961	308,903	309,619	309,619
Benefits	88,580	110,486	91,831	91,986	91,986
Services & Supplies	309,034	255,982	346,524	348,574	348,574
Other Operating Expenses	274,423	0	218,495	218,969	218,969
Services & Supplies-W.O.	0	0	243,500	188,500	328,500
TOTAL RECREATION - MAINTENANCE	986,175	703,429	1,209,253	1,157,648	1,297,648
<b>RECREATION - PUBLIC REL</b>					
Salaries	105,132	65,251	91,851	91,917	91,917
Benefits	10,490	6,878	8,912	8,926	8,926
Services & Supplies	68,800	61,020	86,850	86,850	86,850
Other Operating Expenses	78,762	0	54,916	54,960	54,960
Services & Supplies-W.O.	0	0	31,000	31,000	31,000
TOTAL RECREATION - PUBLIC REL	263,184	133,149	273,529	273,653	273,653
<b>RECREATION - WATER PARK</b>					
Salaries	314,435	216,174	336,769	337,217	337,217
Benefits	36,688	33,227	38,471	38,566	38,566
Services & Supplies	151,750	130,997	148,750	170,350	170,350
Other Operating Expenses	239,185	0	204,505	204,802	204,802
Services & Supplies-W.O.	0	40,336	98,000	75,000	75,000
TOTAL RECREATION - WATER PARK	742,058	420,734	826,495	825,935	825,935
<b>TOTAL EXPENDITURES</b>					
	14,839,201	10,458,059	15,432,245	15,557,826	15,870,056
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>					
	204,456	2,479,467	( 690,841)	( 816,422)	( 1,128,652)

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

REVENUES	BUDGET 2009-2010	REVENUES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
NON DEPARTMENTAL =====					
WATER SALES					
Water Sales - Residential Grav	18,100	15,150	23,575	23,575	23,575
Water Sales - Residential Pump	985,606	823,520	925,861	925,861	925,861
Water Sales - Business Gravity	931	671	996	996	996
Water Sales - Business Pumped	404,890	356,215	427,050	427,050	427,050
Water Sales - Industrial Pumpe	32,726	19,777	26,588	26,588	26,588
Water Sales - Resale Gravity	2,071,633	1,798,681	1,822,145	1,822,145	1,822,145
Water Sales - Resale Pumped	406,172	468,069	534,362	534,362	534,362
Water Sales - Temporary Meter	5,788	5,668	7,208	7,208	7,208
Water Sales - Other Water Sale	10,200	10,773	14,185	14,185	14,185
Water Sales - Other Water Sale	138,158	110,634	127,752	127,752	127,752
Water Sales - Fire Prev Genera	7,201	6,367	6,834	6,834	6,834
Water Sales - Ag Domestic - Gr	38,880	50,520	67,277	67,277	67,277
Water Sales - Ag Domestic - Pu	1,664,524	1,212,153	1,577,675	1,577,675	1,577,675
Water Sales - Agricultural - G	17,651	32,433	42,938	42,938	42,938
Water Sales - Agricultural - P	968,218	812,398	991,219	991,219	991,219
Water Sales - Recreation - Pu	60,000	45,955	55,130	55,130	55,130
TOTAL WATER SALES	6,830,677	5,768,986	6,650,795	6,650,795	6,650,795
WATER SERVICES					
Meter Tests & Installations	2,522	4,899	1,000	1,000	1,000
Sale of Plans or Bid Packets	75	45	65	65	65
Meter Standby Fees	2,069,293	1,823,351	1,992,717	1,992,717	1,992,717
TOTAL WATER SERVICES	2,071,890	1,828,295	1,993,782	1,993,782	1,993,782
WATER DELINQUENCY					
Hang Tag Fee	18,729	19,220	20,140	20,140	20,140
Turn Off Fee	2,505	2,760	3,200	3,200	3,200
Turn On Fee	2,505	2,760	3,200	3,200	3,200
Late Fee - Residential	19,417	24,041	23,133	23,133	23,133
Late Fee - Business	965	3,184	1,689	1,689	1,689
Late Fee - Industrial	293	9	98	98	98
Late Fee - Resale	16,982	401	12,928	12,928	12,928
Late Fee - Other	1,883	790	848	848	848
Late Fee - Agriculture Domesti	5,131	6,578	5,201	5,201	5,201
Late Fee - Agriculture	1,461	4,446	2,717	2,717	2,717
N.S.F. - Returned Check Fee	270	420	420	420	420
TOTAL WATER DELINQUENCY	70,141	64,609	73,574	73,574	73,574
WATER REVENUE OTHER					
Flexible Storage	3,784	3,784	3,784	3,784	3,784
Grant Revenue - Other	488,462	30,000	458,462	458,462	458,462
Miscellaneous Revenue - Other	54,802	33,262	42,896	42,896	42,896
TOTAL WATER REVENUE OTHER	547,048	67,046	505,142	505,142	505,142

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

REVENUES	BUDGET 2009-2010	REVENUES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<b>CAPITAL FACILITIES</b>					
Capital Facilities Charge	0	24,551	0	0	0
TOTAL CAPITAL FACILITIES	0	24,551	0	0	0
<b>INTEREST</b>					
1% Tax Allocation	0	6,084	0	0	0
Assessments - Oak View	19,500	27	19,500	19,500	19,500
Interest on BPC and Taormina	0	15	0	0	0
Interest on Time Deposits and	95,000	100,760	110,000	110,000	110,000
TOTAL INTEREST	114,500	106,886	129,500	129,500	129,500
<b>TAXES &amp; ASSESSMENTS</b>					
1 % - Secured Current General	1,794,651	1,826,562	1,744,631	1,744,631	1,744,631
1 % - Redemption & In Lieu	0	( 152,742)	0	0	0
1 % - Secured Prior Year Gener	0	78,587	0	0	0
1 % - Unsecured Current Genera	0	75,444	0	0	0
1 % - Unsecured Prior Year Gen	0	2,255	0	0	0
Availability Charge Current -	7,510	7,187	7,500	7,500	7,500
Availability Charge Prior Year	0	204	0	0	0
TOTAL TAXES & ASSESSMENTS	1,802,161	1,837,496	1,752,131	1,752,131	1,752,131
<b>OTHER GOVT. AGENCIES</b>					
Federal Disaster Assistance	0	2,133	0	0	0
State - Homeowners Property Ta	0	15,512	0	0	0
TOTAL OTHER GOVT. AGENCIES	0	17,645	0	0	0
<b>MISCELLANEOUS REVENUES</b>					
TOTAL NON DEPARTMENTAL	11,436,416	9,715,515	11,104,924	11,104,924	11,104,924
<b>RECREATION - OPERATIONS</b>					
=====					
<b>RECREATION PARK</b>					
Animal Permit	25,900	21,124	27,500	27,500	27,500
Boat Fees - Annual	46,200	54,835	60,000	60,000	60,000
Boat Fees - Daily	7,250	13,830	15,000	15,000	15,000
Boat Inspection Fees - Quagga	11,000	9,927	6,000	6,000	6,000
Boat Fees - Overnight	800	1,910	2,000	2,000	2,000
Boat Lock Revenue - Quagga	10,900	9,966	9,800	9,800	9,800
Cafe Pass Fee	0	1,660	0	0	0
Camping Fees	1,600,000	1,393,513	1,613,000	1,613,000	1,613,000
Camping Promotion	0	6,174	0	0	0
Commercials - Recreation	18,600	6,350	7,500	7,500	7,500
Donation vouchers	0	( 790)	0	0	0
Events - Recreation	33,700	23,725	42,000	42,000	42,000
Event Reimbursment - Recreatio	0	64	200	200	200

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

REVENUES	BUDGET 2009-2010	REVENUES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Gift Cards and Certificates	0	6	0	0	0
Grants - Recreation	80,000	80,000	0	0	0
Guest Pass - Recreation	0	( 1,305)	0	0	0
Kayak & Canoes Annual - Recrea	2,300	4,225	3,180	3,180	3,180
Kayak and Canoes Daily - Recrr	0	24	0	0	0
Miscellaneous Revenue	0	11,352	4,500	4,500	4,500
Rain Checks - Recreation	( 4,700)	( 4,634)	( 5,700)	( 5,700)	( 5,700)
Reservations	121,200	103,366	121,000	121,000	121,000
Shower Facility Fees	25,800	20,465	21,000	21,000	21,000
Trailer Storage Fees	152,100	176,121	171,000	171,000	171,000
Vehicle Fees - Daily	430,000	370,765	438,000	438,000	438,000
Violation Ordinance Fees	0	36,225	18,000	18,000	18,000
Visitor Cards	120,641	128,455	136,000	136,000	136,000
Wi-Fi Internet Fees	0	454	0	0	0
TOTAL RECREATION PARK	2,681,691	2,467,807	2,689,980	2,689,980	2,689,980
RECREATION-CONCESSION					
Bicycles - Concession	10,600	5,620	6,900	6,900	6,900
Boat Rental - Concession	90,000	63,284	77,000	77,000	77,000
Gasoline - Concession	150	88	100	100	100
Park Store - Recreation	35,000	35,377	43,000	43,000	43,000
Cafe - Concession	32,000	20,164	22,000	22,000	22,000
Telephone - Recreation	0	63	0	0	0
TOTAL RECREATION-CONCESSION	167,750	124,595	149,000	149,000	149,000
RECREATION OTHER					
Over / Short - Recreation	0	( 298)	0	0	0
TOTAL RECREATION OTHER	0	( 298)	0	0	0
TOTAL RECREATION - OPERATIONS	2,849,441	2,592,104	2,838,980	2,838,980	2,838,980
RECREATION - WATER PARK					
=====					
RECREATION-CONCESSION					
Water Park Snack Bar	21,500	15,106	21,000	21,000	21,000
TOTAL RECREATION-CONCESSION	21,500	15,106	21,000	21,000	21,000
RECREATION-WATER PARK					
Water Park - Cooler Fees	6,000	4,256	0	0	0
Water Park - Five after Five F	55,000	49,680	67,000	67,000	67,000
Water Park - Group Pass Fee	60,500	42,610	60,500	60,500	60,500
Water Park - Junior Lifeguard	1,500	2,450	12,000	12,000	12,000
Water Park - Locker Fee	2,000	1,089	2,000	2,000	2,000
Water Park - Miscellaneous Rev	0	4,160	0	0	0
Water Park - Next Day Pass Fee	35,000	13,500	24,000	24,000	24,000
Water Park - Rain Checks	( 7,000)	( 3,730)	( 5,000)	( 5,000)	( 5,000)
Water Park - Reservation Fee	8,000	7,523	10,000	10,000	10,000

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

REVENUES	BUDGET 2009-2010	REVENUES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Water Park - Season Pass Fee	10,000	10,455	12,000	12,000	12,000
Water Park - Shade Rental Fee	8,000	5,550	7,000	7,000	7,000
Water Park - Shower Facility F	11,000	14,187	13,000	13,000	13,000
Water Park - Single Splash Fee	545,000	459,314	572,000	572,000	572,000
Water Park - Special Event Fee	500	360	500	500	500
Water Park - Water Fitness - F	800	3,384	1,500	1,500	1,500
TOTAL RECREATION-WATER PARK	736,300	614,787	776,500	776,500	776,500
RECREATION OTHER					
Over / Short - Water Park	0	15	0	0	0
TOTAL RECREATION OTHER	0	15	0	0	0
TOTAL RECREATION - WATER PARK	757,800	629,908	797,500	797,500	797,500
TOTAL REVENUE	15,043,657	12,937,526	14,741,404	14,741,404	14,741,404



CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<hr/>					
RETIREES					
=====					
Benefits					
Insurance - Group Life	0	144	0	0	0
Insurance - Group Health	369,499	352,897	397,371	397,371	397,371
Insurance - Group Dental	27,134	23,665	26,966	26,966	26,966
Insurance - Group Vision	4,964	4,177	4,604	4,604	4,604
TOTAL Benefits	401,597	380,885	428,941	428,941	428,941
Services & Supplies	_____	_____	_____	_____	_____
<hr/>					
TOTAL RETIREES	401,597	380,885	428,941	428,941	428,941

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
BOARD OF DIRECTORS					
=====					
Salaries					
Regular Salaries	65,688	44,818	63,978	63,978	63,978
TOTAL Salaries	65,688	44,818	63,978	63,978	63,978
Benefits					
Social Security Expense	4,073	2,980	3,967	3,967	3,967
Medicare Expense	952	697	928	928	928
Insurance - Group Life	253	212	235	235	235
Insurance - Group Health	67,400	58,234	66,511	66,511	66,511
Insurance - Group Dental	4,814	3,897	4,456	4,456	4,456
Insurance - Group Vision	621	543	606	606	606
TOTAL Benefits	78,113	66,564	76,703	76,703	76,703
Services & Supplies					
District Equipment	100	0	100	100	100
Service & Supplies	200	242	10,700	10,700	10,700
Computer Upgrades - Hardware	500	55	0	0	0
Computer Upgrades - Software	150	0	100	100	100
Outside Contracts	0	0	100	100	100
Communications - Radio & Telep	175	21	250	250	250
Printing & Binding	100	0	50	50	50
Private Vehicle Mileage	4,000	2,891	3,000	3,000	3,000
Travel Expense	8,000	4,432	6,000	6,000	6,000
Directors Election Fees	0	0	15,000	15,000	15,000
Education & Training Seminars	3,500	4,665	5,000	5,000	5,000
Insurance - Aflac Service Fee	0	18	0	0	0
TOTAL Services & Supplies	16,725	12,324	40,300	40,300	40,300
<hr/>					
TOTAL BOARD OF DIRECTORS	160,526	123,706	180,981	180,981	180,981

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
MANAGEMENT					
=====					
Salaries					
Regular Salaries	224,843	224,668	234,048	236,364	236,364
Vacation Pay	23,915	19,726	24,894	25,141	25,141
Jury Duty	465	0	484	489	489
Sick Pay	6,348	4,545	6,608	6,674	6,674
Holiday Pay	18,060	10,524	18,799	18,985	18,985
TOTAL Salaries	273,631	259,463	284,833	287,653	287,653
Benefits					
PERS - Retirement Expense	38,144	36,966	40,743	41,146	41,146
Social Security Expense	16,965	12,744	17,660	17,834	17,834
Medicare Expense	3,968	3,954	4,130	4,171	4,171
Insurance - Group Life	1,638	1,430	1,599	1,599	1,599
Insurance - Group Health	32,356	29,050	33,561	33,561	33,561
Insurance - Group Dental	1,275	2,290	2,646	2,646	2,646
Insurance - Group Vision	248	217	242	242	242
Insurance - Unemployment	0	0	0	100	100
TOTAL Benefits	94,594	86,652	100,581	101,299	101,299
Services & Supplies					
District Equipment	100	0	8,400	0	0
Service & Supplies	11,400	4,280	0	8,400	8,400
Computer Upgrades - Hardware	0	217	0	0	0
Computer Upgrades - Software	500	0	0	0	0
Outside Contracts	22,500	0	11,000	11,000	11,000
Communications - Radio & Telep	1,000	812	1,000	1,000	1,000
Office Equipment Maintenance	400	0	0	0	0
Membership & Dues	88,302	79,062	92,335	92,335	92,335
Printing & Binding	2,500	0	300	300	300
Books & Publications	2,500	2,878	3,000	3,000	3,000
Office Supplies	1,000	0	200	200	200
Postage Expense	100	194	300	300	300
Other Professional Fees	211,000	269,126	290,000	320,000	320,000
Licenses & Permits	400	50	200	200	200
Advertising & Legal Notices	0	0	200	200	200
Safety Program	0	42	0	0	0
Private Vehicle Mileage	3,000	2,072	3,000	3,000	3,000
Travel Expense	6,100	1,728	4,900	4,900	4,900
Education & Training Seminars	5,700	2,515	4,700	4,700	4,700
Insurance - Aflac Service Fee	0	36	72	72	72
Insurance - Employee Assistanc	89	78	187	87	87
TOTAL Services & Supplies	356,591	363,090	419,794	449,694	449,694

CASITAS MUNICIPAL WATER DISTRICT  
REVENUE/EXPENDITURES STATEMENT  
PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Other Operating Expenses	_____	_____	_____	_____	_____
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.	_____	_____	_____	_____	_____
TOTAL MANAGEMENT	724,816	709,205	805,208	838,646	838,646

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
INFORMATION TECHNOLOGY					
=====					
Salaries					
Regular Salaries	93,381	95,526	93,380	93,841	93,841
Vacation Pay	9,932	54	9,932	9,982	9,982
Jury Duty	193	0	193	194	194
Sick Pay	2,637	3,489	2,637	2,650	2,650
Holiday Pay	7,500	4,328	7,500	7,538	7,538
TOTAL Salaries	113,643	103,397	113,642	114,205	114,205
Benefits					
PERS - Retirement Expense	15,842	15,024	16,256	16,336	16,336
Social Security Expense	7,046	6,353	7,045	7,081	7,081
Medicare Expense	1,648	1,576	1,648	1,656	1,656
Insurance - Group Life	468	409	457	457	457
Insurance - Group Health	15,817	12,840	16,730	16,730	16,730
Insurance - Group Dental	1,275	1,145	1,323	1,323	1,323
Insurance - Group Vision	124	109	121	121	121
TOTAL Benefits	42,220	37,455	43,580	43,704	43,704
Services & Supplies					
District Equipment	800	488	1,000	1,000	1,000
Service & Supplies	2,500	4,640	2,900	2,900	2,900
Computer Upgrades - Hardware	6,000	2,937	1,500	1,500	1,500
Computer Upgrades - Software	3,800	1,131	12,025	12,025	12,025
Outside Contracts	7,800	1,876	11,465	11,465	11,465
Communications - Radio & Telep	750	486	750	750	750
Books & Publications	100	0	100	100	100
Small Tools	100	106	100	100	100
Safety Program	0	0	100	100	100
Private Vehicle Mileage	0	25	0	0	0
Travel Expense	0	260	0	0	0
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	45	39	44	44	44
TOTAL Services & Supplies	21,895	12,025	29,984	29,984	29,984
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	0	0	8,000	8,000	8,000
TOTAL Services & Supplies-W.O.	0	0	8,000	8,000	8,000
<hr/>					
TOTAL INFORMATION TECHNOLOGY	177,758	152,877	195,206	195,893	195,893

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
WATER CONSERVATION					
=====					
Salaries					
Regular Salaries	143,554	133,459	144,392	145,563	145,563
Part Time - Temporary Wages	14,645	8,857	15,378	15,454	15,454
Vacation Pay	16,828	7,805	16,994	17,127	17,127
Jury Duty	327	0	331	334	334
Sick Pay	4,466	1,132	4,511	4,546	4,546
Holiday Pay	12,707	6,309	12,832	12,933	12,933
TOTAL Salaries	192,527	157,562	194,438	195,957	195,957
Benefits					
PERS - Retirement Expense	24,797	20,958	25,613	25,819	25,819
Social Security Expense	11,937	9,689	12,055	12,149	12,149
Medicare Expense	2,791	2,362	2,820	2,841	2,841
Insurance - Group Life	937	1,020	1,336	1,336	1,336
Insurance - Group Health	11,818	8,781	12,257	12,257	12,257
Insurance - Group Dental	744	563	788	788	788
Insurance - Group Vision	242	178	242	242	242
TOTAL Benefits	53,266	43,550	55,111	55,432	55,432
Services & Supplies					
District Equipment	50	12	8,500	3,500	3,500
Service & Supplies	13,600	17,315	20,677	20,677	20,677
Computer Upgrades - Hardware	2,200	2,365	1,600	1,600	1,600
Computer Upgrades - Software	500	0	200	200	200
Outside Contracts	64,200	46,751	603,570	603,570	603,570
Clothing & Personal Supplies	0	0	350	350	350
Communications - Radio & Telep	800	1,294	600	600	600
Membership & Dues	8,499	2,367	9,220	9,220	9,220
Printing & Binding	7,500	4,086	8,500	8,500	8,500
Books & Publications	500	137	800	800	800
Office Supplies	1,000	0	0	0	0
Postage Expense	8,500	4,122	9,000	9,000	9,000
Licenses & Permits	0	0	50	50	50
Advertising & Legal Notices	0	0	600	600	600
Public Information Program	250	245	1,000	1,000	1,000
Safety Program	9,000	2,033	2,900	2,900	2,900
Private Vehicle Mileage	800	470	600	600	600
Travel Expense	6,000	577	2,500	2,500	2,500
Education & Training Seminars	2,100	2,555	2,500	2,500	2,500
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	87	60	88	88	88
TOTAL Services & Supplies	125,586	84,424	673,255	668,255	668,255

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Other Operating Expenses					
Salaries - Work Orders					
Regular Salaries	3,247	0	0	0	0
Vacation Pay	345	0	0	0	0
Jury Duty	7	0	0	0	0
Sick Pay	92	0	0	0	0
Holiday Pay	261	0	0	0	0
TOTAL Salaries - Work Orders	3,952	0	0	0	0
Benefits - Work Orders					
PERS - Retirement Expense	551	0	0	0	0
Social Security Expense	245	0	0	0	0
Medicar Expense	57	0	0	0	0
TOTAL Benefits - Work Orders	853	0	0	0	0
Services & Supplies-W.O.					
Outside Contracts	604,651	36,066	0	0	0
TOTAL Services & Supplies-W.O.	604,651	36,066	0	0	0
TOTAL WATER CONSERVATION	980,835	321,602	922,804	919,644	919,644

CASITAS MUNICIPAL WATER DISTRICT  
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 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
FISHERIES					
=====					
Salaries					
Regular Salaries	115,537	134,271	118,852	122,196	122,196
Part Time - Temporary Wages	43,775	41,093	50,370	51,750	51,750
Overtime Pay	6,382	4,144	6,556	6,578	6,578
Vacation Pay	16,945	7,494	18,000	18,502	18,502
Jury Duty	330	207	351	361	361
Sick Pay	4,498	0	4,778	4,911	4,911
Holiday Pay	12,796	6,041	13,593	13,971	13,971
TOTAL Salaries	200,263	193,249	212,500	218,269	218,269
Benefits					
PERS - Retirement Expense	20,924	21,394	22,254	22,878	22,878
Social Security Expense	12,416	12,583	13,175	13,532	13,532
Medicare Expense	2,904	2,948	3,082	3,165	3,165
Insurance - Group Life	1,029	898	1,005	1,005	1,005
Insurance - Group Health	22,592	20,103	22,988	22,988	22,988
Insurance - Group Dental	1,656	1,487	1,718	1,718	1,718
Insurance - Group Vision	248	217	242	242	242
Insurance - Unemployment	0	15,171	0	0	0
TOTAL Benefits	61,769	74,800	64,464	65,528	65,528
Services & Supplies					
District Equipment	3,000	2,330	3,000	3,000	3,000
Service & Supplies	13,400	13,110	14,500	16,500	16,500
Computer Upgrades - Hardware	3,000	612	3,000	3,000	3,000
Computer Upgrades - Software	500	105	500	500	500
Outside Contracts	2,000	102	2,000	2,000	2,000
Clothing & Personal Supplies	500	1,339	1,500	1,500	1,500
Communications - Radio & Telep	2,150	1,847	2,150	2,150	2,150
Membership & Dues	4,450	232	4,450	4,450	4,450
Printing & Binding	300	115	300	300	300
Books & Publications	300	268	300	300	300
Office Supplies	300	277	300	300	300
Postage Expense	750	493	750	750	750
Other Professional Fees	10,000	0	20,000	30,000	30,000
Licenses & Permits	300	0	300	300	300
Safety Program	0	220	0	0	0
Private Vehicle Mileage	500	600	750	750	750
Travel Expense	10,000	13,712	10,000	10,000	10,000
Education & Training Seminars	6,000	4,270	7,000	7,000	7,000
Insurance - Workers Compensati	0	1,012	0	0	0
Insurance - Employee Assistanc	89	78	87	87	87
TOTAL Services & Supplies	57,539	40,722	70,887	82,887	82,887



CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Other Operating Expenses	_____	_____	_____	_____	_____
Salaries - Work Orders					
Regular Salaries	0	0	2,261	0	0
Part Time - Temporary Wages	0	0	1,380	0	0
Vacation Pay	0	0	387	0	0
Jury Duty	0	0	8	0	0
Sick Pay	0	0	103	0	0
Holiday Pay	0	0	292	0	0
TOTAL Salaries - Work Orders	0	0	4,431	0	0
Benefits - Work Orders					
PERS - Retirement Expense	0	0	436	0	0
Social Security Expense	0	0	275	0	0
Medicar Expense	0	0	64	0	0
TOTAL Benefits - Work Orders	0	0	775	0	0
Services & Supplies-W.O.	_____	_____	_____	_____	_____
TOTAL FISHERIES	319,571	308,771	353,057	366,684	366,684

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
ADMINISTRATION SERVICES					
=====					
Salaries					
Regular Salaries	314,179	277,086	296,361	298,373	298,373
Overtime Pay	3,363	2,269	2,967	2,981	2,981
Vacation Pay	33,417	24,885	31,522	31,736	31,736
Jury Duty	650	197	612	618	618
Sick Pay	8,871	10,970	8,368	8,425	8,425
Holiday Pay	24,829	13,588	23,804	23,965	23,965
TOTAL Salaries	385,309	328,995	363,634	366,098	366,098
Benefits					
PERS - Retirement Expense	53,299	47,476	51,590	51,940	51,940
Social Security Expense	23,914	20,036	22,545	22,698	22,698
Medicare Expense	5,593	5,039	5,273	5,308	5,308
Insurance - Group Life	1,914	1,471	1,663	1,663	1,663
Insurance - Group Health	66,210	51,033	62,590	62,590	62,590
Insurance - Group Dental	4,967	4,088	4,759	4,759	4,759
Insurance - Group Vision	745	533	606	606	606
TOTAL Benefits	156,642	129,676	149,026	149,564	149,564
Services & Supplies					
District Equipment	2,406	778	1,000	1,000	1,000
Service & Supplies	17,200	15,955	25,350	25,350	25,350
Utilities	50,000	40,445	48,000	48,000	48,000
Computer Upgrades - Hardware	5,000	5,202	3,000	3,000	3,000
Computer Upgrades - Software	15,000	8,335	3,500	3,500	3,500
Leak Relief Expense	15,000	2,963	5,000	5,000	5,000
Purchased Water	2,000	892	1,200	1,200	1,200
Bad Debt Expense	500	0	7,500	7,500	7,500
Outside Contracts	83,000	76,398	58,500	58,500	58,500
Clothing & Personal Supplies	300	370	0	0	0
Communications - Radio & Telep	22,000	15,837	22,000	22,000	22,000
Office Equipment Maintenance	2,550	1,381	3,800	3,800	3,800
Membership & Dues	750	725	800	800	800
Printing & Binding	3,400	2,798	3,150	3,150	3,150
Books & Publications	100	0	150	150	150
Office Supplies	13,000	9,024	13,500	13,500	13,500
Postage Expense	5,050	4,550	6,629	6,629	6,629
Other Professional Fees	27,610	23,989	30,000	30,000	30,000
Advertising & Legal Notices	250	220	250	250	250
Small Tools	100	0	50	50	50
Private Vehicle Mileage	850	98	500	500	500
Travel Expense	3,000	905	4,500	4,500	4,500
Education & Training Seminars	12,750	573	3,750	3,750	3,750
Interest / Penalty Expenses	101,892	101,892	95,310	95,310	95,310
Petty Cash Over / Short	25	70	25	25	25

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Property Tax Collection Fee	4,820	4,682	4,800	4,800	4,800
Property Tax Administration Fe	5,500	19,600	20,020	20,020	20,020
Insurance - Liability Premium	60,200	54,983	60,000	60,000	60,000
Insurance - Workers Compensati	65,000	63,804	75,000	75,000	75,000
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	268	198	218	218	218
Bank Charges	18,500	22,582	30,000	30,000	30,000
TOTAL Services & Supplies	538,021	479,286	527,502	527,502	527,502
Other Operating Expenses					
Administration Overhead	( 1,065,817)	0	( 910,169)	( 940,025)	( 940,025)
TOTAL Other Operating Expenses	( 1,065,817)	0	( 910,169)	( 940,025)	( 940,025)
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Outside Contracts	10,000	8,545	10,000	0	0
TOTAL Services & Supplies-W.O.	10,000	8,545	10,000	0	0
TOTAL ADMINISTRATION SERVICES	24,155	946,502	139,993	103,139	103,139

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
WAREHOUSE					
=====					
Salaries					
Regular Salaries	6,420	0	6,733	6,766	6,766
Vacation Pay	683	0	716	720	720
Jury Duty	13	0	14	14	14
Sick Pay	181	0	190	191	191
Holiday Pay	516	0	541	543	543
TOTAL Salaries	7,813	0	8,194	8,234	8,234
Benefits					
PERS - Retirement Expense	1,089	0	1,172	1,178	1,178
Social Security Expense	484	0	508	511	511
Medicare Expense	113	0	119	119	119
TOTAL Benefits	1,686	0	1,799	1,808	1,808
Services & Supplies					
District Equipment	800	0	0	0	0
Service & Supplies	6,820	1,739	6,820	6,820	6,820
Utilities	2,000	1,393	2,000	2,000	2,000
Outside Contracts	0	573	0	0	0
Clothing & Personal Supplies	0	0	200	200	200
Communications - Radio & Telep	1,500	0	600	600	600
Gains / Losses on Inventory	0	146	0	0	0
TOTAL Services & Supplies	11,120	3,851	9,620	9,620	9,620
Other Operating Expenses	_____	_____	_____	_____	_____
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.	_____	_____	_____	_____	_____
<hr/>					
TOTAL WAREHOUSE	20,619	3,851	19,613	19,662	19,662

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
GARAGE					
=====					
Salaries					
Regular Salaries	13,481	0	14,139	14,210	14,210
Vacation Pay	1,434	0	1,504	1,511	1,511
Jury Duty	28	0	29	29	29
Sick Pay	381	0	399	401	401
Holiday Pay	1,083	0	1,136	1,141	1,141
TOTAL Salaries	16,407	0	17,207	17,292	17,292
Benefits					
PERS - Retirement Expense	2,287	0	2,461	2,473	2,473
Social Security Expense	1,017	0	1,067	1,072	1,072
Medicare Expense	238	0	250	251	251
TOTAL Benefits	3,542	0	3,778	3,796	3,796
Services & Supplies					
District Equipment	1,500	10,628	0	0	0
Service & Supplies	6,450	2,034	11,550	11,550	11,550
Utilities	2,000	1,393	2,000	2,000	2,000
Cost Applies - Service & Suppl	( 289,225)	( 82,280)	0	( 226,600)	( 226,600)
Vehicle Costs Direct	130,227	51,972	0	135,000	135,000
Outside Contracts	14,000	8,119	15,500	15,500	15,500
Communications - Radio & Telep	0	644	0	0	0
Licenses & Permits	5,000	3,383	5,000	5,000	5,000
Gain / Losses on Inventory GAS	0	207	0	0	0
TOTAL Services & Supplies	( 130,048)	( 3,900)	34,050	( 57,550)	( 57,550)
Other Operating Expenses					
Salaries - Work Orders					
Benefits - Work Orders					
Services & Supplies-W.O.					
Outside Contracts	26,000	18,104	60,500	60,500	60,500
TOTAL Services & Supplies-W.O.	26,000	18,104	60,500	60,500	60,500
<hr/>					
TOTAL GARAGE	( 84,099)	14,204	115,535	24,038	24,038

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
ENGINEERING					
=====					
Salaries					
Regular Salaries	212,705	185,257	218,247	219,787	219,787
Part Time - Temporary Wages	0	1,012	0	0	0
Overtime Pay	0	258	0	0	0
Vacation Pay	22,624	22,180	23,214	23,378	23,378
Jury Duty	442	0	453	454	454
Sick Pay	6,007	5,223	6,162	6,203	6,203
Holiday Pay	17,087	12,574	17,530	17,656	17,656
TOTAL Salaries	258,865	226,503	265,606	267,478	267,478
Benefits					
PERS - Retirement Expense	36,085	32,590	37,993	38,258	38,258
Social Security Expense	16,051	13,003	16,469	16,584	16,584
Medicare Expense	3,756	3,451	3,851	3,880	3,880
Insurance - Group Life	1,708	1,491	1,667	1,667	1,667
Insurance - Group Health	43,223	31,865	38,889	38,889	38,889
Insurance - Group Dental	2,645	2,039	2,355	2,355	2,355
Insurance - Group Vision	496	435	485	485	485
TOTAL Benefits	103,964	84,872	101,709	102,118	102,118
Services & Supplies					
District Equipment	3,500	1,570	3,500	3,500	3,500
Service & Supplies	26,200	13,417	9,000	9,000	9,000
Utilities	0	0	200	200	200
Computer Upgrades - Software	6,000	5,319	1,000	1,000	1,000
Outside Contracts	67,000	6,280	48,300	48,300	48,300
Clothing & Personal Supplies	700	37	200	200	200
Communications - Radio & Telep	1,300	1,208	1,400	1,400	1,400
Membership & Dues	3,000	1,232	2,500	2,500	2,500
Books & Publications	600	539	600	600	600
Office Supplies	1,800	0	900	900	900
Postage Expense	100	26	75	75	75
Licenses & Permits	8,700	4,618	8,250	8,250	8,250
Advertising & Legal Notices	325	0	325	325	325
Safety Program	0	165	0	0	0
Private Vehicle Mileage	2,200	1,748	1,800	1,800	1,800
Travel Expense	3,000	466	3,000	3,000	3,000
Education & Training Seminars	1,700	808	1,700	1,700	1,700
Insurance - Aflac Service Fee	0	54	0	0	0
Insurance - Employee Assistanc	178	156	174	174	174
TOTAL Services & Supplies	126,303	37,640	82,924	82,924	82,924
Salaries - Work Orders					
Regular Salaries	49,989	76,200	55,725	56,158	56,158
Overtime Pay	0	412	0	0	0

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Vacation Pay	5,317	0	5,928	5,973	5,973
Jury Duty	103	0	116	116	116
Sick Pay	1,410	0	1,573	1,587	1,587
Holiday Pay	4,013	0	4,477	4,510	4,510
TOTAL Salaries - Work Orders	60,832	76,612	67,819	68,344	68,344
Benefits - Work Orders					
PERS - Retirement Expense	8,479	11,112	9,701	9,775	9,775
Social Security Expense	3,771	4,140	4,206	4,235	4,235
Medicar Expense	884	1,169	984	990	990
TOTAL Benefits - Work Orders	13,134	16,421	14,891	15,000	15,000
Services & Supplies-W.O.					
Services & Supplies	0	44,064	0	0	0
Outside Contracts	1,667,765	698,521	1,758,000	1,703,000	1,703,000
Licenses & Permits	0	196	0	0	0
TOTAL Services & Supplies-W.O.	1,667,765	742,781	1,758,000	1,703,000	1,703,000
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TOTAL ENGINEERING	2,230,863	1,184,830	2,290,949	2,238,864	2,238,864

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<b>WATER QUALITY - LAB</b>					
=====					
<b>Salaries</b>					
Regular Salaries	110,687	106,866	112,630	113,186	113,186
Overtime Pay	4,808	2,753	4,383	4,404	4,404
Vacation Pay	11,774	9,990	11,980	12,038	12,038
Jury Duty	225	0	233	236	236
Sick Pay	3,073	3,689	3,179	3,196	3,196
Holiday Pay	8,786	5,220	9,046	9,091	9,091
TOTAL Salaries	139,353	128,518	141,451	142,151	142,151
<b>Benefits</b>					
PERS - Retirement Expense	18,779	18,189	19,606	19,705	19,705
Social Security Expense	8,650	8,385	8,770	8,813	8,813
Medicare Expense	2,022	1,961	2,051	2,060	2,060
Insurance - Group Life	904	789	883	883	883
Insurance - Group Health	22,592	20,103	22,988	22,988	22,988
Insurance - Group Dental	1,656	1,487	1,718	1,718	1,718
Insurance - Group Vision	248	217	242	242	242
TOTAL Benefits	54,851	51,131	56,258	56,409	56,409
<b>Services &amp; Supplies</b>					
District Equipment	4,036	3,440	4,000	4,000	4,000
Service & Supplies	19,996	20,036	15,875	15,875	15,875
Outside Contracts	56,820	17,857	34,944	34,944	34,944
Clothing & Personal Supplies	100	62	100	100	100
Communications - Radio & Telep	600	341	600	600	600
Membership & Dues	125	135	135	135	135
Printing & Binding	3,084	0	3,084	3,084	3,084
Books & Publications	250	138	250	250	250
Postage Expense	1,240	152	1,240	1,240	1,240
Licenses & Permits	23,475	17,326	17,240	17,240	17,240
Advertising & Legal Notices	100	102	100	100	100
Private Vehicle Mileage	600	188	600	600	600
Travel Expense	1,800	0	1,800	1,800	1,800
Education & Training Seminars	1,600	915	1,800	1,800	1,800
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	89	78	87	87	87
TOTAL Services & Supplies	113,915	60,807	81,855	81,855	81,855
Other Operating Expenses	_____	_____	_____	_____	_____
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____



CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Services & Supplies-W.O.					
Services & Supplies	6,255	7,076	0	0	0
TOTAL Services & Supplies-W.O.	6,255	7,076	0	0	0
<hr/>					
TOTAL WATER QUALITY - LAB	314,374	247,532	279,564	280,415	280,415

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<b>ELECTRICAL MECHANICAL</b>					
=====					
<b>Salaries</b>					
Regular Salaries	323,299	290,501	251,540	318,476	318,476
Part Time - Temporary Wages	0	0	0	6,950	6,950
Overtime Pay	4,193	6,844	2,746	2,760	2,760
Standby Pay	4,556	971	3,037	3,037	3,037
Vacation Pay	34,388	29,708	26,754	33,874	33,874
Jury Duty	668	687	520	660	660
Sick Pay	9,128	9,280	7,102	8,990	8,990
Holiday Pay	25,968	14,126	20,204	25,580	25,580
TOTAL Salaries	402,200	352,117	311,903	400,327	400,327
<b>Benefits</b>					
PERS - Retirement Expense	55,483	47,587	44,221	55,874	55,874
Social Security Expense	2,760	22,269	19,339	24,820	24,820
Medicare Expense	636	5,355	4,523	5,804	5,804
Insurance - Group Life	1,514	1,452	1,785	2,092	2,092
Insurance - Group Health	42,826	43,397	58,108	72,635	72,635
Insurance - Group Dental	2,265	2,393	3,129	3,912	3,912
Insurance - Group Vision	372	385	485	606	606
TOTAL Benefits	105,856	122,838	131,590	165,743	165,743
<b>Services &amp; Supplies</b>					
District Equipment	21,300	7,919	21,300	21,300	21,300
Service & Supplies	60,500	41,801	53,000	53,000	53,000
Utilities	28,000	21,332	29,400	29,400	29,400
Power Purchased for Pumping	1,232,000	721,840	1,293,600	1,293,600	1,293,600
Computer Upgrades - Hardware	2,000	1,581	2,500	2,500	2,500
Computer Upgrades - Software	2,500	0	0	0	0
Outside Contracts	111,800	50,051	119,440	122,040	122,040
Clothing & Personal Supplies	4,500	2,388	4,500	4,500	4,500
Communications - Radio & Telep	3,300	3,607	4,380	4,380	4,380
Office Supplies	200	0	0	0	0
Licenses & Permits	225	0	165	165	165
Small Tools	1,000	578	1,000	1,000	1,000
Private Vehicle Mileage	0	194	0	0	0
Travel Expense	1,600	159	900	900	900
Education & Training Seminars	6,800	2,077	17,500	17,500	17,500
Insurance - Workers Compensati	0	230	0	0	0
Insurance - Aflac Service Fee	0	18	0	0	0
Insurance - Employee Assistanc	134	138	174	218	218
TOTAL Services & Supplies	1,475,859	853,914	1,547,859	1,550,503	1,550,503
<b>Other Operating Expenses</b>					
	_____	_____	_____	_____	_____

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	16,000	5,931	18,000	18,000	18,000
Outside Contracts	225,000	7,595	503,000	503,000	675,230
TOTAL Services & Supplies-W.O.	241,000	13,526	521,000	521,000	693,230
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TOTAL ELECTRICAL MECHANICAL	2,224,915	1,342,395	2,512,352	2,637,573	2,809,803

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
DIST MAINT - PIPELINE					
=====					
Salaries					
Regular Salaries	203,322	206,104	197,434	198,411	198,411
Overtime Pay	531	26,786	0	531	531
Standby Pay	13,090	14,301	16,461	15,930	15,930
Vacation Pay	23,019	14,597	21,000	21,105	21,105
Jury Duty	447	888	409	411	411
Sick Pay	6,109	7,143	5,574	5,602	5,602
Holiday Pay	17,383	9,918	15,857	15,937	15,937
TOTAL Salaries	263,901	279,737	256,735	257,927	257,927
Benefits					
PERS - Retirement Expense	34,493	34,380	34,369	34,539	34,539
Social Security Expense	16,363	18,095	15,919	15,992	15,992
Medicare Expense	3,827	4,232	3,723	3,739	3,739
Insurance - Group Life	974	755	844	844	844
Insurance - Group Health	54,660	46,948	64,919	64,919	64,919
Insurance - Group Dental	3,667	3,438	4,364	4,364	4,364
Insurance - Group Vision	572	405	485	485	485
TOTAL Benefits	114,556	108,253	124,623	124,882	124,882
Services & Supplies					
District Equipment	74,240	16,872	67,440	67,440	67,440
Service & Supplies	92,950	73,567	118,130	118,130	118,130
Utilities	3,000	3,295	2,400	2,400	2,400
Computer Upgrades - Hardware	2,500	1,791	2,500	2,500	2,500
Outside Contracts	135,700	30,871	137,400	137,400	137,400
Clothing & Personal Supplies	1,450	3,392	2,250	2,250	2,250
Communications - Radio & Telep	0	2,906	660	660	660
Printing & Binding	0	75	0	0	0
Books & Publications	0	257	1,200	1,200	1,200
Licenses & Permits	350	725	1,300	1,300	1,300
Small Tools	21,100	8,102	19,900	19,900	19,900
Travel Expense	1,350	977	1,550	1,550	1,550
Education & Training Seminars	20,300	1,639	16,400	16,400	16,400
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	176	138	174	174	174
TOTAL Services & Supplies	353,116	144,642	371,304	371,304	371,304
Other Operating Expenses					
Salaries - Work Orders					
Regular Salaries	17,171	0	0	0	0
Overtime Pay	3,917	0	0	0	0
Vacation Pay	1,826	0	0	0	0
Jury Duty	36	0	0	0	0

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Sick Pay	485	0	0	0	0
Holiday Pay	1,379	0	0	0	0
TOTAL Salaries - Work Orders	24,814	0	0	0	0
Benefits - Work Orders					
PERS - Retirement Expense	2,913	0	0	0	0
Social Security Expense	1,538	0	0	0	0
Medicar Expense	360	0	0	0	0
TOTAL Benefits - Work Orders	4,811	0	0	0	0
Services & Supplies-W.O.					
Services & Supplies	135,750	21,683	105,100	105,100	105,100
Outside Contracts	90,100	8,575	71,500	71,500	71,500
TOTAL Services & Supplies-W.O.	225,850	30,258	176,600	176,600	176,600
TOTAL DIST MAINT - PIPELINE	987,049	562,890	929,262	930,713	930,713

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
WATER TREATMENT					
=====					
Salaries					
Regular Salaries	505,953	509,677	529,404	532,368	532,368
Overtime Pay	8,289	31,973	8,006	8,042	8,042
Shift Pay	31,747	1,419	0	0	0
Standby Pay	14,415	14,318	10,337	10,337	10,337
Vacation Pay	57,191	34,298	56,309	56,625	56,625
Jury Duty	1,113	0	1,095	1,101	1,101
Sick Pay	15,181	11,868	14,946	15,032	15,032
Holiday Pay	43,190	24,139	42,523	42,760	42,760
TOTAL Salaries	677,079	627,692	662,620	666,265	666,265
Benefits					
PERS - Retirement Expense	91,220	84,469	92,156	92,673	92,673
Social Security Expense	41,979	40,010	41,083	41,309	41,309
Medicare Expense	9,818	9,574	9,609	9,661	9,661
Insurance - Group Life	3,509	2,660	3,031	3,031	3,031
Insurance - Group Health	130,810	95,565	126,443	126,443	126,443
Insurance - Group Dental	8,360	7,192	8,820	8,820	8,820
Insurance - Group Vision	1,241	948	1,090	1,090	1,090
Insurance - Unemployment	0	0	392	392	392
TOTAL Benefits	286,937	240,419	282,624	283,419	283,419
Services & Supplies					
District Equipment	27,360	22,260	31,360	31,360	31,360
Service & Supplies	113,800	87,160	134,185	134,185	134,185
Utilities	154,900	90,884	162,685	162,685	162,685
Chlorine	83,000	57,645	83,000	83,000	83,000
Polymer	20,000	22,684	20,000	20,000	20,000
Ferric	16,000	16,451	16,000	16,000	16,000
Ammonia	23,000	18,047	23,000	23,000	23,000
Caustics	111,000	75,171	110,000	110,000	110,000
Computer Upgrades - Hardware	3,600	386	2,115	2,115	2,115
Computer Upgrades - Software	1,900	0	0	0	0
Outside Contracts	86,550	11,298	47,600	47,600	47,600
Clothing & Personal Supplies	6,000	2,156	6,550	6,550	6,550
Communications - Radio & Telep	2,400	5,943	2,450	2,450	2,450
Membership & Dues	500	0	500	500	500
Printing & Binding	0	39	0	0	0
Office Supplies	0	0	100	100	100
Postage Expense	0	63	0	0	0
Other Professional Fees	0	18,900	0	0	0
Licenses & Permits	2,050	300	2,110	2,110	2,110
Small Tools	5,660	4,982	6,530	6,530	6,530
Travel Expense	600	719	1,825	1,825	1,825
Education & Training Seminars	4,490	2,966	6,840	6,840	6,840

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Insurance - Workers Compensati	0	379	0	0	0
Insurance - Aflac Service Fee	0	108	0	0	0
Insurance - Employee Assistanc	446	336	0	0	0
TOTAL Services & Supplies	663,256	438,877	656,850	656,850	656,850
Other Operating Expenses	_____	_____	_____	_____	_____
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	34,900	17,946	36,250	36,250	36,250
Outside Contracts	398,000	231,600	300,000	350,000	350,000
TOTAL Services & Supplies-W.O.	432,900	249,546	336,250	386,250	386,250
TOTAL WATER TREATMENT	2,060,172	1,556,534	1,938,344	1,992,784	1,992,784

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
OPERATIONS - MAINTENANCE					
=====					
Salaries					
Regular Salaries	115,152	94,171	103,989	104,504	104,504
Part Time - Temporary Wages	45,359	35,483	52,125	52,125	52,125
Overtime Pay	0	2,222	2,648	2,661	2,661
Standby Pay	0	1,055	0	0	0
Vacation Pay	11,675	0	11,061	11,116	11,116
Jury Duty	227	0	215	216	216
Sick Pay	3,251	0	2,936	2,950	2,950
Holiday Pay	9,249	0	8,352	8,394	8,394
TOTAL Salaries	184,913	132,931	181,326	181,966	181,966
Benefits					
PERS - Retirement Expense	19,535	13,668	18,102	18,192	18,192
Social Security Expense	11,464	8,649	11,243	11,282	11,282
Medicare Expense	2,681	2,023	2,629	2,638	2,638
Insurance - Group Life	271	236	264	264	264
Insurance - Group Health	6,053	5,386	6,158	6,158	6,158
Insurance - Group Dental	381	342	394	394	394
Insurance - Group Vision	124	109	121	121	121
TOTAL Benefits	40,509	30,412	38,911	39,049	39,049
Services & Supplies					
District Equipment	50,500	5,398	7,900	7,900	7,900
Service & Supplies	35,500	22,104	37,350	37,350	37,350
Utilities	2,500	1,308	2,500	2,500	2,500
Computer Upgrades - Hardware	0	1,018	1,000	1,000	1,000
Computer Upgrades - Software	0	0	250	250	250
Outside Contracts	50,000	9,626	39,000	34,000	34,000
Clothing & Personal Supplies	2,000	1,486	2,000	2,000	2,000
Communications - Radio & Telep	2,500	1,279	500	1,500	1,500
Membership & Dues	100	225	100	100	100
Licenses & Permits	100	70	1,100	1,350	1,350
Small Tools	1,000	232	5,000	5,000	5,000
Safety Program	2,000	1,728	2,000	2,000	2,000
Education & Training Seminars	700	394	1,000	1,000	1,000
Insurance - Aflac Service Fee	0	36	0	0	0
Insurance - Employee Assistanc	45	39	44	44	44
TOTAL Services & Supplies	146,945	44,942	99,744	95,994	95,994
Other Operating Expenses					
_____					
Salaries - Work Orders					
_____					



CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	0	0	85,000	100,000	100,000
Outside Contracts	225,000	21,669	45,000	45,000	45,000
Licenses & Permits	0	2,060	0	0	0
TOTAL Services & Supplies-W.O.	225,000	23,729	130,000	145,000	145,000
<hr/>					
TOTAL OPERATIONS - MAINTENANCE	597,367	232,013	449,981	462,009	462,009

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
RECREATION - OPERATIONS					
=====					
Salaries					
Regular Salaries	299,493	285,688	357,464	359,665	359,665
Part Time - Temporary Wages	160,752	141,612	201,227	201,227	201,227
Overtime Pay	12,139	7,604	3,815	3,833	3,833
Shift Pay	0	740	0	0	0
Vacation Pay	31,855	15,577	38,022	38,256	38,256
Jury Duty	619	0	740	745	745
Sick Pay	8,456	32,445	10,092	10,155	10,155
Holiday Pay	24,056	17,763	28,712	28,889	28,889
TOTAL Salaries	537,370	501,427	640,072	642,770	642,770
Benefits					
PERS - Retirement Expense	50,808	50,089	62,227	62,609	62,609
Social Security Expense	33,317	32,579	39,685	39,852	39,852
Medicare Expense	7,792	7,619	9,282	9,320	9,320
Insurance - Group Life	2,840	1,869	1,617	1,617	1,617
Insurance - Group Health	57,490	41,054	36,887	36,887	36,887
Insurance - Group Dental	3,905	2,801	2,367	2,367	2,367
Insurance - Group Vision	1,145	701	727	727	727
Insurance - Unemployment	0	14,583	0	50,000	50,000
TOTAL Benefits	157,297	151,295	152,792	203,379	203,379
Services & Supplies					
District Equipment	40,100	55,571	2,400	24,000	24,000
Service & Supplies	20,600	37,844	30,300	30,300	30,300
Utilities	114,000	82,830	119,700	119,700	119,700
Computer Upgrades - Hardware	2,300	3,952	2,500	2,500	2,500
Computer Upgrades - Software	0	595	0	0	0
Bad Debt Expense	0	303	0	0	0
Fish Purchase	50,000	49,980	60,000	60,000	60,000
Outside Contracts	27,894	26,083	32,400	32,400	32,400
Clothing & Personal Supplies	7,500	4,259	9,000	7,500	7,500
Communications - Radio & Telep	22,000	17,946	23,000	23,000	23,000
Office Equipment Maintenance	1,700	0	1,700	1,700	1,700
Membership & Dues	1,875	660	2,000	2,000	2,000
Printing & Binding	0	67	0	0	0
Books & Publications	200	70	200	200	200
Office Supplies	5,180	2,901	5,200	5,200	5,200
Postage Expense	0	10	0	0	0
Other Professional Fees	0	11,151	6,000	6,000	6,000
Licenses & Permits	0	0	2,550	2,550	2,550
Advertising & Legal Notices	1,000	339	1,000	1,000	1,000
Safety Program	0	1,938	2,000	2,000	2,000
Private Vehicle Mileage	750	388	750	750	750
Travel Expense	3,000	2,221	4,000	4,000	4,000

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Education & Training Seminars	1,000	1,020	3,000	3,000	3,000
Credit Card Fees	7,700	5,951	8,100	8,100	8,100
Insurance - Workers Compensati	0	241	0	0	0
Insurance - Aflac Service Fee	0	90	0	0	0
Insurance - Employee Assistanc	353	230	261	261	261
TOTAL Services & Supplies	307,152	306,638	316,061	336,161	336,161
Other Operating Expenses					
Administration Overhead	473,447	0	432,253	461,294	461,294
Cost Charged for Service & Sup	( 3,000)	0	0	0	0
TOTAL Other Operating Expenses	470,447	0	432,253	461,294	461,294
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	0	2,474	20,000	37,000	37,000
Outside Contracts	235,000	150,916	0	0	0
Licenses & Permits	0	200	0	0	0
TOTAL Services & Supplies-W.O.	235,000	153,590	20,000	37,000	37,000
TOTAL RECREATION - OPERATIONS	1,707,266	1,112,951	1,561,178	1,680,604	1,680,604

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
RECREATION - MAINTENANCE					
=====					
Salaries					
Regular Salaries	142,316	168,726	116,381	116,958	116,958
Part Time - Temporary Wages	137,248	127,664	164,605	164,605	164,605
Overtime Pay	3,694	5,054	2,663	2,678	2,678
Vacation Pay	15,137	18,414	12,379	12,440	12,440
Jury Duty	294	160	241	242	242
Sick Pay	4,018	5,916	3,286	3,302	3,302
Holiday Pay	11,431	11,025	9,348	9,394	9,394
TOTAL Salaries	314,138	336,961	308,903	309,619	309,619
Benefits					
PERS - Retirement Expense	24,144	24,019	20,259	20,360	20,360
Social Security Expense	19,477	22,125	19,152	19,196	19,196
Medicare Expense	4,555	5,174	4,479	4,489	4,489
Insurance - Group Life	755	794	888	888	888
Insurance - Group Health	36,867	35,882	43,673	43,673	43,673
Insurance - Group Dental	2,410	2,506	2,895	2,895	2,895
Insurance - Group Vision	372	435	485	485	485
Insurance - Unemployment	0	19,551	0	0	0
TOTAL Benefits	88,580	110,486	91,831	91,986	91,986
Services & Supplies					
District Equipment	60,000	20,021	60,000	60,000	60,000
Service & Supplies	70,000	69,356	71,300	76,300	76,300
Utilities	2,500	2,920	2,500	2,500	2,500
Computer Upgrades - Hardware	0	0	2,000	2,000	2,000
Computer Upgrades - Software	500	489	500	500	500
Purchased Water	60,000	64,651	70,000	70,000	70,000
Outside Contracts	104,000	67,136	124,000	124,000	124,000
Clothing & Personal Supplies	4,400	1,123	5,000	5,000	5,000
Communications - Radio & Telep	0	1,968	300	300	300
Membership & Dues	0	0	200	200	200
Books & Publications	0	0	100	100	100
Licenses & Permits	2,000	2,079	2,200	2,200	2,200
Small Tools	2,500	195	7,250	5,000	5,000
Safety Program	2,000	550	0	0	0
Education & Training Seminars	1,000	524	1,000	300	300
Insurance - Workers Compensati	0	24,795	0	0	0
Insurance - Aflac Service Fee	0	18	0	0	0
Insurance - Employee Assistanc	134	156	174	174	174
TOTAL Services & Supplies	309,034	255,982	346,524	348,574	348,574
Other Operating Expenses					
Administration Overhead	274,423	0	218,495	218,969	218,969
TOTAL Other Operating Expenses	274,423	0	218,495	218,969	218,969

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	0	0	183,500	128,500	128,500
Outside Contracts	0	0	60,000	60,000	200,000
TOTAL Services & Supplies-W.O.	0	0	243,500	188,500	328,500
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TOTAL RECREATION - MAINTENANCE	986,175	703,429	1,209,253	1,157,648	1,297,648

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
RECREATION - PUBLIC REL					
=====					
Salaries					
Regular Salaries	14,431	11,670	10,826	10,881	10,881
Part Time - Temporary Wages	87,570	53,465	78,675	78,675	78,675
Overtime Pay	0	117	0	0	0
Vacation Pay	1,535	0	1,152	1,157	1,157
Jury Duty	30	0	22	23	23
Sick Pay	407	0	306	307	307
Holiday Pay	1,159	0	870	874	874
TOTAL Salaries	105,132	65,251	91,851	91,917	91,917
Benefits					
PERS - Retirement Expense	2,448	1,642	1,885	1,894	1,894
Social Security Expense	6,518	4,243	5,695	5,699	5,699
Medicare Expense	1,524	992	1,332	1,333	1,333
TOTAL Benefits	10,490	6,878	8,912	8,926	8,926
Services & Supplies					
Service & Supplies	7,000	3,562	16,800	16,800	16,800
Computer Upgrades - Hardware	1,500	1,480	4,500	4,500	4,500
Outside Contracts	1,500	5,149	2,500	2,500	2,500
Printing & Binding	20,500	8,449	23,500	23,500	23,500
Office Supplies	2,500	472	2,500	2,500	2,500
Postage Expense	0	1,405	0	0	0
Advertising & Legal Notices	0	2,287	0	0	0
Public Information Program	2,000	167	2,800	2,800	2,800
Private Vehicle Mileage	0	487	0	0	0
Travel Expense	3,800	1,341	4,250	4,250	4,250
Credit Card Fees	30,000	36,221	30,000	30,000	30,000
TOTAL Services & Supplies	68,800	61,020	86,850	86,850	86,850
Other Operating Expenses					
Administration Overhead	78,762	0	54,916	54,960	54,960
TOTAL Other Operating Expenses	78,762	0	54,916	54,960	54,960
Salaries - Work Orders					
-----					
Benefits - Work Orders					
-----					
Services & Supplies-W.O.					
Services & Supplies	0	0	6,000	6,000	6,000
Outside Contracts	0	0	25,000	25,000	25,000
TOTAL Services & Supplies-W.O.	0	0	31,000	31,000	31,000
-----					
TOTAL RECREATION - PUBLIC REL	263,184	133,149	273,529	273,653	273,653

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

## 11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
RECREATION - WATER PARK					
=====					
Salaries					
Regular Salaries	74,471	60,016	72,999	73,363	73,363
Part Time - Temporary Wages	223,225	154,381	246,421	246,421	246,421
Overtime Pay	579	1,778	1,509	1,516	1,516
Vacation Pay	7,921	0	7,764	7,803	7,803
Jury Duty	154	0	151	151	151
Sick Pay	2,103	0	2,061	2,071	2,071
Holiday Pay	5,982	0	5,864	5,892	5,892
TOTAL Salaries	314,435	216,174	336,769	337,217	337,217
Benefits					
PERS - Retirement Expense	12,634	8,747	12,708	12,770	12,770
Social Security Expense	19,495	17,069	20,880	20,907	20,907
Medicare Expense	4,559	3,992	4,883	4,889	4,889
Insurance - Unemployment	0	3,419	0	0	0
TOTAL Benefits	36,688	33,227	38,471	38,566	38,566
Services & Supplies					
Service & Supplies	35,000	35,250	43,850	43,850	43,850
Utilities	33,000	28,976	35,000	35,000	35,000
Chlorine	18,000	19,510	2,400	24,000	24,000
Chemicals - Water Playground	3,000	1,476	1,000	1,000	1,000
Computer Upgrades - Hardware	2,000	539	2,000	2,000	2,000
Computer Upgrades - Software	1,500	1,001	0	0	0
Outside Contracts	5,000	5,569	14,000	14,000	14,000
Clothing & Personal Supplies	10,000	6,848	8,000	8,000	8,000
Communications - Radio & Telep	2,000	2,248	2,000	2,000	2,000
Office Equipment Maintenance	1,500	0	1,500	1,500	1,500
Membership & Dues	950	247	950	950	950
Printing & Binding	3,500	2,364	5,200	5,200	5,200
Books & Publications	250	69	250	250	250
Office Supplies	2,000	1,742	2,000	2,000	2,000
Licenses & Permits	0	250	0	0	0
Advertising & Legal Notices	4,000	2,405	7,000	7,000	7,000
Small Tools	6,000	7,325	4,000	4,000	4,000
Public Information Program	500	0	500	500	500
Safety Program	7,000	5,861	6,000	6,000	6,000
Private Vehicle Mileage	1,250	275	700	700	700
Travel Expense	2,000	1,902	2,100	2,100	2,100
Education & Training Seminars	6,000	1,483	3,000	3,000	3,000
Credit Card Fees	7,300	5,657	7,300	7,300	7,300
TOTAL Services & Supplies	151,750	130,997	148,750	170,350	170,350

CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

11 -GENERAL FUND

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
Other Operating Expenses					
Administration Overhead	239,185	0	204,505	204,802	204,802
TOTAL Other Operating Expenses	239,185	0	204,505	204,802	204,802
Salaries - Work Orders	_____	_____	_____	_____	_____
Benefits - Work Orders	_____	_____	_____	_____	_____
Services & Supplies-W.O.					
Services & Supplies	0	15,000	98,000	75,000	75,000
Outside Contracts	0	25,336	0	0	0
TOTAL Services & Supplies-W.O.	0	40,336	98,000	75,000	75,000
TOTAL RECREATION - WATER PARK	742,058	420,734	826,495	825,935	825,935
TOTAL EXPENDITURES	14,839,201	10,458,059	15,432,245	15,557,826	15,870,056
REVENUE OVER/ (UNDER) EXPENDITURES	204,456	2,479,467	( 690,841)	( 816,422)	( 1,128,652)



CASITAS MUNICIPAL WATER DISTRICT  
REVENUE/EXPENDITURES STATEMENT  
PROPOSED BUDGET FOR 2010/2011

29 -USBR & SWP BONDED INDEBT  
FINANCIAL SUMMARY

BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
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REVENUE SUMMARY

_____	_____	_____	_____	_____
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CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

29 -USBR & SWP BONDED INDEBT  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<hr/>					
EXPENDITURE SUMMARY					
PROPERTY TAX					
Services & Supplies	0	4,894	0	0	0
TOTAL PROPERTY TAX	0	4,894	0	0	0
<hr/>					
TOTAL EXPENDITURES	0	4,894	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	0	( 4,894)	0	0	0

CASITAS MUNICIPAL WATER DISTRICT  
REVENUE/EXPENDITURES STATEMENT  
PROPOSED BUDGET FOR 2010/2011

29 -USBR & SWP BONDED INDEBT

REVENUES	BUDGET 2009-2010	REVENUES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
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CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

29 -USBR & SWP BONDED INDEBT

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<hr/>					
PROPERTY TAX =====					
Services & Supplies					
Property Tax Collection Fee	0	3,023	0	0	0
Property Tax Administration Fe	0	1,872	0	0	0
TOTAL Services & Supplies	0	4,894	0	0	0
<hr/>					
TOTAL PROPERTY TAX	0	4,894	0	0	0
<hr/>					
TOTAL EXPENDITURES	0	4,894	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	0	( 4,894)	0	0	0

CASITAS MUNICIPAL WATER DISTRICT  
REVENUE/EXPENDITURES STATEMENT  
PROPOSED BUDGET FOR 2010/2011

69 -MIRA MONTE WATER ASSESSME  
FINANCIAL SUMMARY

BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
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REVENUE SUMMARY

_____	_____	_____	_____	_____
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CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

69 -MIRA MONTE WATER ASSESSME  
 FINANCIAL SUMMARY

	BUDGET 2009-2010	REV./EXP. T0:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<hr/>					
EXPENDITURE SUMMARY					
PROPERTY TAX					
Services & Supplies	0	9,354	0	0	0
TOTAL PROPERTY TAX	0	9,354	0	0	0
<hr/>					
TOTAL EXPENDITURES	0	9,354	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	0	( 9,354)	0	0	0

CASITAS MUNICIPAL WATER DISTRICT  
REVENUE/EXPENDITURES STATEMENT  
PROPOSED BUDGET FOR 2010/2011

69 -MIRA MONTE WATER ASSESSME

REVENUES	BUDGET 2009-2010	REVENUES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
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CASITAS MUNICIPAL WATER DISTRICT  
 REVENUE/EXPENDITURES STATEMENT  
 PROPOSED BUDGET FOR 2010/2011

69 -MIRA MONTE WATER ASSESSME

EXPENSES	BUDGET 2009-2010	EXPENDITURES TO:30Jun10	DEPARTMENT REQUESTED	GEN MGR RECOMMENDED	BOARD APPROVED
<hr/>					
PROPERTY TAX =====					
Services & Supplies					
Interest / Penalty Expenses	0	9,275	0	0	0
Property Tax Collection Fee	0	79	0	0	0
TOTAL Services & Supplies	0	9,354	0	0	0
<hr/>					
TOTAL PROPERTY TAX	0	9,354	0	0	0
<hr/>					
TOTAL EXPENDITURES	0	9,354	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES	0	( 9,354)	0	0	0



CASITAS MUNICIPAL WATER DISTRICT

A RESOLUTION ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR THE CASITAS MUNICIPAL WATER DISTRICT FOR THE  
FISCAL YEAR ENDING JUNE 30, 2011

WHEREAS, Section 7910 of the Government Code requires each local jurisdiction to establish its appropriations limit by resolution for the following fiscal year pursuant to Article XIII B of the California constitution at a regularly scheduled meeting or noticed special meeting; and

WHEREAS, 15 days prior to such meeting, documentation used in the determination of the appropriations limit has been made available to the public; and

WHEREAS, the determination of the appropriations limit is a legislative act;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Casitas Municipal Water District hereby establishes the appropriations limit of \$9,873,982 for Casitas Municipal Water District for the fiscal year ending June 30, 2010, pursuant to Article XIII B of the California Constitution.

ADOPTED this 23<sup>rd</sup> day of June, 2010

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President, Casitas  
Municipal Water District

ATTEST:

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Secretary, Casitas  
Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION FIXING A TAX RATE FOR  
FISCAL YEAR 2010-2011 AND AUTHORIZING AND  
DIRECTING THE PRESIDENT OF THE BOARD TO EXECUTE A  
CERTIFICATE REQUESTING THE VENTURA COUNTY  
BOARD OF SUPERVISORS TO LEVY SUCH TAX

WHEREAS, the voters of the State of California passed Proposition 13 on June 6, 1978;  
and

WHEREAS, Proposition 13 limits tax rates to voter-approved indebtedness; and

WHEREAS, the indebtedness to the U.S. Bureau of Reclamation was voter-approved on November 29, 1955, and the annual pay for fiscal years 2010-2011 is in the amount of \$785,394 and

WHEREAS, the annual payment to the U.S. Bureau of Reclamation is the same due to negotiations that have taken place in the past; and

WHEREAS, the indebtedness for the State Water Project was approved by the voters of Ventura county along with all the voters of the State of California on November 8, 1960, and December 19, 1933 and the payments for fiscal year 2010-2011 totals \$755,429.; and

WHEREAS, the Ventura county collection and administrative fees are estimated to be \$5,675.; and are voter-approved, authorized expenditures; and

WHEREAS, on the basis of valuation figures furnished by the Ventura County Auditor, the amount to be raised by tax levy on unsecured personal property is \$56,847.; and

WHEREAS, on the basis of information furnished by the Ventura County Auditor, the amount to be raised by State subventions for voter-approved indebtedness amounts to \$13,028.; and

WHEREAS, it is estimated that \$40,000 will be received from the County in prior year tax delinquencies; and

WHEREAS, taking account of the amount to be raised by tax levy on unsecured personal property, the amount to be raised by state subventions, and the amount to be received in prior delinquencies, the amount to be raised by taxation on secured property for voter-approved indebtedness of \$1,523,974; and

WHEREAS, on the basis of figures furnished by the Ventura county Auditor, the net assessed/market valuation of local secured property, exclusive of the utility roll, is \$7,627,360,948.; and the net assessed/market valuation of secured property on the utility roll is estimated at \$346,248; and the net assessed/market valuation of all secured property in Casitas is estimated at \$7,557,728,548.; and

WHEREAS, with a 2.500 percent allowance for delinquency on net local secured property of \$7,990,877,023.; the current year delinquencies are estimated at \$199,771,926; and

WHEREAS, the reduction for redevelopment assessments is \$22,342,203.; and

WHEREAS, the addition for the Homeowners Property Tax Relief exemption is \$69,632,400.; and

WHEREAS, the tax rate required to raise the necessary funds of \$0.018710 per hundred dollars of assessed/market valuation on all property within Casitas' boundaries;

WHEREAS, the tax rate in the previous year was \$0.013581 per hundred dollars of assessed/market valuation;

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

1. The tax rate of Casitas Municipal Water District on all property within Casitas' boundaries for fiscal year 2010-2011 is hereby fixed at \$0.018710 per hundred dollars of assessed/market valuation for voter-approved indebtedness.
2. The president of the Board of Directors is hereby authorized and directed to execute a certificate in the form attached hereto.

Adopted this 23<sup>rd</sup> day of June, 2010.

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President, Casitas  
Municipal Water District

ATTEST:

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Secretary, Casitas  
Municipal Water District

CERTIFICATE

The Board of Directors of Casitas Municipal Water District hereby certifies to the Board of Supervisors and Auditor of the County of Ventura as follows:

1. Casitas has voter-approved indebtedness for fiscal year 2010-11 for the following:
  - a. \$785,394 to the U.S. Bureau of Reclamation for indebtedness which was voter-approved on November 29, 1955.
  - b. \$755,429. for the State Water Project indebtedness which was approved by the voters of the State of California on November 8, 1960 and December 19, 1933.
2. It is hereby directed that at the time and in the manner required by law for the levying of taxes for County purposes for fiscal year 2010-11, the Board of Supervisors of Ventura county shall levy, in addition to such other tax as may be levied by such Board, a tax on all property within Casitas' boundaries at the rate of \$0.018710 per hundred dollars of assessed/market valuation.

IN WITNESS WHEREOF this certificate has been executed on behalf of and at the direction of the Board of Directors of Casitas Municipal Water District by the President thereof this 23<sup>rd</sup> day of June, 2010.

\_\_\_\_\_  
President, Casitas  
Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 18, 2010  
TO: Board of Directors  
FROM: Assistant to General Manager, Rebekah Vieira  
Re: Modification to Nationwide 457 Plan to Allow for Loans

**RECOMMENDATION:**

It is recommended that the Board of Directors adopt the resolution allowing for modification of the Nationwide Deferred Compensation 457 plan to allow for participant loans.

**BACKGROUND:**

An employee recently encountered a situation in which it would have been beneficial to have had the opportunity to access a portion of their deferred compensation in the form of a loan. The current plan documents do not allow for such a loan. These loans are commonly found in the 457 deferred compensation plans. To add this feature to our plan requires execution of the Participant Loan Program Agreement and a resolution authorizing the modification. There is minimal cost to the district as the district would need to provide signature to the loan application. The repayment of the loan can be handled directly between the employee and Nationwide. The employee may only have one loan at a time and may only borrow up to 50% of their account balance with a minimum amount of \$1,000 and pay a \$50 application fee.

**CASITAS MUNI WATER DISTRICT 457 PLAN AND TRUST  
RESTATED AND AMENDED  
DEFERRED COMPENSATION PLAN AND TRUST/CUSTODIAL DOCUMENT  
FOR PUBLIC EMPLOYEES**

**LOANS TO PARTICIPANTS AMENDMENT TO PLAN DOCUMENT**

WHEREAS, The Casitas Muni Water District 457 Plan and Trust (“Plan Sponsor”) executed the above referenced Plan Document, as amended; and

WHEREAS, effective \_\_\_\_\_, the Plan Sponsor now desires to further amend the plan document.

The following Section 16.1 is hereby added:

16.1 Loans to Participants

- (a) The Authority has elected to make loans available to Participants and has delegated certain administrative duties regarding loans from the Plan to the Administrator.
- (b) Any loan by the Plan to a Participant under this Section shall be subject to the loan administrative procedures established by the Administrator as well as the following requirements:
  - (i) **Loan Eligibility.** Any Participant may apply for a loan from the Plan. A Participant who has defaulted on a previous loan from the Plan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest and fees.
  - (ii) **Loan Application and Loan Agreement.** A Participant must complete and return to the Administrator a loan application. A non-refundable application fee established by the Administrator will be deducted from the Participant’s Account(s) at the time of loan origination. Before a loan is issued, the Participant must enter into a legally enforceable loan agreement as provided for by the Administrator.
  - (iii) **Loan Repayment.** The Participant receiving a loan shall be required to furnish to the Administrator any information and authorization necessary to effectuate repayment of the loan prior to the commencement of a loan. In the event that a payment cannot be processed because of lack of sufficient funds, the Administrator shall assess an insufficient funds charge, which will be deducted from the Participant’s Account(s).

- (iv) Loan Term and Interest Rate. The maximum term over which a loan may be repaid is five (5) years (or fifteen (15) years if Casitas Muni Water District 457 Plan and Trust permits loans for the purchase of a Participant's principal residence). Each loan shall be amortized in substantially equal payments consisting of principal and interest during the term of the loan, except that the amount of the final payment may be higher or lower. The Administrator shall establish the interest rate for any loan.
- (v) Loan Frequency. Each Participant may have only one (1) Plan loan outstanding at any given time. A Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such Participant's account balance is offset by the amount of principal and accrued interest under the loan.
- (vi) Default. The Participant must pay the full amount of each loan payment (principal and interest) on the date that it is due. Failure to make such a payment by the due date, or within any cure period established by the Administrator, shall cause the Participant to be in default for the entire amount of the loan, including any accrued interest. A loan will also be in default if the Participant either refuses to execute, revoke, or rescind any agreement necessary to comply with the provisions of this Section or the loan administrative procedures established by the Administrator, commences or has commenced against Participant a bankruptcy case, or upon the death of the Participant.
- (vii) Loan Security. By accepting a loan, the Participant is giving a security interest in their vested Plan balance as of the loan process date, together with all additions thereof, to the Plan that shall at all times be equal to one hundred percent (100%) of the unpaid principal balance of the loan together with accrued interest.
- (viii) Loan Amount. The maximum amount of any loan permitted under the Plan is the lesser of (i) fifty percent (50%) of the Participant's vested account balance less any outstanding loan balances under the Plan or (ii) \$50,000.00 less the highest outstanding loan balance during the preceding one-year period. The minimum loan amount shall be \$1,000.00. The Participant and not the Administrator shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with these limits with regard to any other loans received by the Participant under any other plans of the Casitas Muni Water District .

- (ix) Loan Maintenance Fee. Until a loan is repaid in full, an annual loan maintenance fee established by the Administrator will be deducted from the Participant's Account(s).
  - (x) Loan Default Fee. At the time when a default occurs, a Loan Default Fee established by the Administrator will be deducted from the Participant's Account(s). This Loan Default Fee will be applied on an annual basis thereafter on the anniversary of the default date until the loan is repaid upon the occurrence of a distributable event.
- (c) The Administrator shall fix such other terms and conditions necessary to the administrative maintenance of the provisions of this Section and as necessary to comply with the IRC and regulations there under.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Casitas Muni Water Distict 457 Plan and Trust :

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



## **Casitas Muni Water District 457 Plan & Trust Participant Loan Program**

Pursuant to the terms of Casitas Muni Water District 457 Plan & Trust, loans to Participants shall be made in accordance with the following procedures:

1. **Loan Administration.** Casitas Muni Water District 457 Plan & Trust and/or the custodian or trustee or investment committee shall be authorized to administer the loan program. However, certain administrative duties and responsibilities have been delegated to Nationwide Retirement Solutions (NRS), the administrator of the Plan.
2. **Loan Eligibility.** Any Plan Participant may apply for a loan. Each Participant is entitled to one (1) loan(s) at a time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan at any time.
3. **Loan Application.** In order to receive a loan from the Plan, an eligible Participant must complete a loan application and return it to NRS. A loan application fee of \$50.00 will be deducted from the Participant's account.
4. **Loan Repayment/Maximum Loan Term.** Repayment of any loan made to a Participant shall be deducted automatically from the account in a financial institution designated by the Participant and approved by NRS for payment of the loan through the ACH process. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing deductions prior to the commencement of a loan.

The maximum term over which a loan may be repaid is five (5) years (fifteen years if the loan is to purchase the participant's principal residence). A loan must be repaid at termination of employment.

In the event that a Participant or his or her Beneficiary or spouse elects to receive a distribution from the Plan (other than a distribution due to an unforeseeable emergency or other in-service withdrawal) at a time when such person has a Plan loan outstanding, the principal and any accrued interest with respect to such loan shall be deducted from the amount of the distribution. If the amount of such distribution is not sufficient to repay the outstanding balance of the loan (including principal and accrued interest), the Participant, or his or her estate, if applicable, shall be liable for and shall continue to make payments on any balance still due from him or her.

5. **Loan Amortization.** Each loan shall be amortized in substantially level payments consisting of principal and interest during the term of the loan. Payments of principal and interest shall be deducted automatically through the ACH process on a monthly basis in equal amounts, except that the amount of the final payment may be higher or lower. Before the loan is made, the Participant will be notified of the date on which the first payment will be deducted and the dates on which subsequent payments are due.
6. **Loan Frequency/Renegotiations.** Each Participant may have only one (1) Plan loan outstanding at any given time. A Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such Participant's account balance is offset by the amount of principal and accrued interest under the loan (generally, after the Participant terminates employment with Casitas Muni Water District 457 Plan & Trust or requests a distribution from the Plan.) A Participant will be granted a loan no more frequently than two (2) times in any twelve (12) month period. Under no circumstances may loan terms be renegotiated. A new loan shall not be granted prior to the repayment of an outstanding loan.

7. **Default.** The Participant must pay the full amount of each payment (principal and interest) on the date that it is due by having sufficient funds in the account designated for loan payments through the ACH process. If NRS is unable to process a payment on the date due because the Participant fails to have sufficient funds in the account on that date, NRS will send written notification to the Participant. The Participant shall be in default for the entire amount of the loan UNLESS the Participant does each of the following: 1) contacts NRS at the Deferred Compensation Service Center, 2) mutually agrees with NRS on a date, which is within 30 days of the missed payment on which funds sufficient to cover the missed payment will be in the account and; 3) actually pays the missed payment by having sufficient funds in the account on the agreed upon date so that NRS successfully withdraws the assets through the ACH process. Failure to make such a payment through mutually agreeable terms shall cause the Participant to be in default for the entire amount of the loan.

The Participant shall not be permitted to repay the loan prior to the occurrence of a distributable event once default has occurred. For purposes of federal regulations, a "deemed distribution" shall occur upon default. No additional loans shall be made to a Participant who has defaulted on a Plan loan and who has not repaid the loan in full, including accrued interest.

A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore, amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties will apply. The Participant will receive a tax form prior to January 31st of the following year reflecting this deemed distribution.

8. **Loan Prepayment.** The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS. However, payments made that are less than the remaining principal amount of the loan and any accrued interest with respect to the loan, or which are not paid in the form prescribed by NRS, are not permitted.

9. **Loan Security.** By accepting a loan, the Participant is giving a security interest in their vested Plan balance as of the date of the Loan Process Date, together with all additions thereof, to the Plan that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest.

10. **Maximum/Minimum Loan Amount.** The maximum amount of any loan permitted under the Plan is the lesser of (i) 50% of the Participant's vested account balance or (ii) \$50,000 less the highest outstanding loan balance during the preceding one-year period. The minimum loan amount permitted is \$1,000. Loans shall be made in accordance with these limits and those limits imposed under federal regulations without regard to any other loans received by the Participant from any other investment provider under the Plan or any other plan of Casitas Muni Water District 457 Plan & Trust. Any tax reporting required as a result of the receipt by a Participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of NRS, unless it is determined that such limits were exceeded solely as a result of a loan made through NRS as service provider. Consequently, Nationwide shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan which are made by an investment provider other than Nationwide Life Insurance Company.

11. **Loan Distribution/Repayment Mix.** The loan amount shall be withdrawn proportionately among the current investment options in which the Participant's account is invested. In no case, however, shall a Participant's investment in life insurance be reduced. Loan payments will be invested according to the investment allocation percentages selected by the Participant with respect to ongoing deferrals (or the latest such investment allocation percentages filed with Nationwide). The entire amount of each loan payment shall be allocated to the Participant's account.

12. **Loan Interest Rate.** The interest rate for any loan shall be established by NRS at prime + 1%. These interest rates shall commensurate with interest rates being charged by entities in the business of lending money under similar circumstances.

13. **Loan Application Fee.** An application fee of \$50.00 will be deducted from the Participant's account at the time of loan origination. This fee is non-refundable.

14. **Annual Loan Maintenance Fee.** An annual loan maintenance fee of \$50.00 will also be deducted from the Participant's account until the loan is repaid in full.

15. **Loan Finance Charge.** Until the loan has been repaid in full, that portion of the account designated for loans equal to the Participant's outstanding loan balance shall be credited with interest at the rate fixed by the company for the term of the loan, less the Actuarial Risk Fee. Specific loan terms are disclosed at the time of the loan application and issuance.

16. **Loan Default Fee.** At the time when a default occurs, a \$50.00 loan default fee will be deducted from the Participant's account. This default fee will be applied on an annual basis thereafter on the anniversary of the default date, until the loan is repaid upon the occurrence of a distributable event. This charge will only affect Participants who fail to make a required loan payment.

The undersigned hereby adopts this Participant Loan Program, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, effective for loans made on or after \_\_\_\_\_ day of \_\_\_\_\_, and instructs NRS to administer loans made to Plan Participants in accordance with these terms.

Casitas Muni Water District 457 Plan & Trust acknowledges the following: (i) that it has instructed NRS to offer loans under the plan; (ii) that it understands that, as a result of offering loans under the Plan, Casitas Muni Water District 457 Plan & Trust, its Participants, and/or the Plan could be subject to adverse tax consequences; (iii) that Casitas Muni Water District 457 Plan & Trust has independently weighed this risk and has determined that offering loans under the Plan is in the best interest of Casitas Muni Water District 457 Plan & Trust, its Participants, and the Plan; and (iv) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 10, resulting from Casitas Muni Water District 457 Plan & Trust's decision to offer loans under the Plan.

Employer:

Casitas Muni Water District 457 Plan & Trust

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

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

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 18, 2010  
TO: Board of Directors  
FROM: Assistant to General Manager, Rebekah Vieira  
Re: ACWA Health Benefits Authority

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the Life Insurance Plan Renewal, ratify the amended and restated ACWA HBA Bylaws and Joint Powers Agreement, recommend the General Manager and Assistant to the General Manager to be the Agency Membership Regular and Alternate Representative, recommend the Assistant to the General Manager serve on the Health Benefits and Ancillary Benefits Committees and provide nominations, if any, to the HBA Board of Directors.

**BACKGROUND:**

The ACWA HBA Life Insurance Plan will renew for a 30 month term with a 5% decrease in rates. The District needs to execute a new agreement for this renewal.

ACWA HBA has submitted for approval amended and restated Bylaws and a Joint Powers Agreement.

The District should designate regular and alternate representatives for Agency membership in the ACWA HBA. It is recommended that the General Manager be designated as the Regular Representative and the Assistant to the General Manager be designated as the Alternate Representative.

The District has an opportunity to suggest individuals to serve on the Health Benefits Program Committee, Ancillary Benefits Program Committee, and the Finance and Audit Committee. The Assistant to the General Manager expressed interest in serving on the Health Benefits Program Committee and the Ancillary Benefits Program Committee.

ACWA is seeking nominations for the HBA Board of Directors. The Board should consider if there is an interest to serve on the HBA Board of Directors.



**ACWA  
Health Benefits  
Authority**

To: Participating Employers / Agencies of the  
ACWA HBA Sponsored Life Insurance Plan

May 2010

From: Barbara Duggen, Director of Member Benefits

RE: **2010 ACWA HBA Life Insurance Plan Renewal**

***Life Plan Renews July 1, 2010  
for 30 months with  
A 5% Decrease in Rates!!!***

The ACWA Health Benefits Authority life insurance plan has been available to all ACWA member agencies for more than thirty years. Basic Group term life and AD&D (accidental death and dismemberment) insurance is available without medical questions for member eligible employees, directors and their dependents. Employees may add additional life coverage equal to their basic coverage with evidence of insurability.

Standard Insurance Company, who has an A. M. Best rating of A Excellent, continues to underwrite the ACWA HBA life insurance plan. We are pleased to advise you that the ACWA life insurance plan will be renewing July 1, 2010, for thirty (30) months with a 5% decrease in the rates. These new rates will be in force until January 2013.

Also effective with this renewal we are able to offer an increased benefit level to all our groups – two times annual salary to a maximum of \$200,000. Previously this was only offered to groups with more than 40 employees. In addition, Standard is providing two new AD&D benefit enhancements at no additional charge: 1) Coma Benefit – provides additional AD&D benefit if the insured person is in a coma resulting from a covered accident and 2) Uniplegia Benefit – provides additional AD&D benefit for loss of use of one limb.

Enclosed is a copy of the ACWA HBA Participation Agreement that lists the benefit levels available as well as the rates effective July 1, 2010.

Please contact our office if you wish to make any additions or changes to your in-force plan or if you have any questions.

***Thank you for your continued participation  
in the ACWA HBA Benefit Plans***

**LIFE INSURANCE  
EMPLOYER APPLICATION FOR INSURANCE  
AND  
PARTICIPATION AGREEMENT**

The undersigned Employer hereby makes application to the Association of California Water Agencies HBA and appoints the Health Benefits Authority (HBA) as the Contract Administrator for the ACWA/Standard Insurance Company and Accidental Death and Dismemberment Plan.

The Undersigned Employer also agrees to pay 100% of the premium and the HBA administrative fee for all full-time regular employees and for all future full-time employees upon their meeting the plan's eligibility requirements. Coverage shall become effective on the first of the month after two months of continuous full-time employment as long as the employee is actively at work on the date he/she first becomes eligible. An eligible employee is defined as a regular full-time (minimum 20 hours per week) employee of an ACWA member which member has elected insurance under the program. Currently eligible employees must be actively at work on full-time status on the effective date of this Agreement. Those Employers also electing coverage under the Dependent Life Benefit agree to pay 100% of the Dependent premium stated below for each family. Those members also electing to provide coverage for Directors must cover all active Directors and pay 100% of the cost for each Director.

The Undersigned Employer hereby further agrees to make the payroll deductions for voluntary additional life benefits, if any, as may be required by the Plan and to transmit monthly in advance to the Association the required premium for the insurance applied for.

The Undersigned Employer may cancel this Agreement by giving sixty (60) days written notice to the HBA.

EMPLOYER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
Total Number Of Employees: \_\_\_\_\_ Total Number Of Eligible Employees \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_

**PLAN OF LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:**

- PLAN 1 2 times annual earnings\* exclusive of overtime or bonus, to a maximum of \$150,000.
- PLAN 2 1-1/2 times annual earnings\* exclusive of overtime or bonus, to a maximum of \$150,000.
- PLAN 3 1 times annual earnings\* exclusive of overtime or bonus, to a maximum of \$150,000.
- PLAN 4 1-1/2 times annual earnings\* exclusive of overtime or bonus, to a maximum of \$50,000.
- PLAN 5 1 times annual earnings \* exclusive of overtime or bonus to a maximum of \$50,000
- PLAN 6 Flat amount: \$50,000 for each employee
- PLAN 7 Flat amount: \$20,000 for each employee
- PLAN 8 Flat amount: \$10,000 for each employee
- PLAN 9 2 times annual earnings\* exclusive of overtime or bonus, to a maximum of \$200,000.
- PLAN 10 For employers with 40 or more employees: 2 times annual earnings exclusive of overtime or bonus to a maximum of \$300,000.

\* All amounts are rounded to the next higher \$1,000, if not a whole multiple of \$1,000. If choosing coverage in increments of salary, the employer agrees to provide salary change information to ACWA HBA at least 30 days in advance of the date coverage change is to take place.

- ACTIVE DIRECTORS: \$10,000 flat amount
- DEPENDENT LIFE INSURANCE: Spouse \$1,500; Infants Birth to 6 months \$100; Children 6 months but less than 19 years \$1,000.  
Dependent Life Rate \$0.35/family per month

Note: All coverages reduce to 65% of base amount at age 70 and further reduce to 50% of base amount at age 75. Coverages terminate at retirement.

**(Please complete reverse side also)**

STN10101.63002

MONTHLY RATES

EMPLOYEE LIFE and AD&D  
RATES PER \$1,000 OF INSURED AMOUNT

<u>ATTAINED AGE</u>	<u>LIFE AND AD&amp;D</u>
29 & Below	.07
30-34	.08
35-39	.09
40-44	.13
45-49	.16
50-54	.23
55-59	.33
60-64	.49
65-69	.71
70-74	1.05
75 & Over	1.54

NOTE: Life and AD&D rates changing due to change in age will be adjusted the first of the month following subscriber's birth date.

The insurance shall take effect on the date specified by Standard Insurance Company (Company) and upon receipt by the Company of such evidence of insurability as it may require.

The Undersigned Employer hereby acknowledges and agrees that ACWA HBA shall not be liable for premiums due and unpaid, for any penalties or late charges in connection therewith. The Undersigned Employer further acknowledges and agrees that Standard Insurance Company shall have sole authority to determine the effective date of coverage, the eligibility of participants, and benefits payable under this Plan and all other such matters that pertain to the Master Group policy.

Payment in the amount of the estimated first month's premium is required with this application. Checks should be made payable to the ACWA HBA.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
NAME (Please Print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

STN10101.63002

05/22/10

Driver Alliant Insurance Services, Inc. License #0C36861



**ACWA  
Health Benefits  
Authority**

To: The Membership of the ACWA Health Benefits Authority May 26, 2010

From: Barbara Duggen, Director of Member Benefits

**SUBJECT: Ratification of the Amended and Restated HBA Bylaws and JPA Agreement  
Designation of Agency Membership Representatives in ACWA HBA  
Designation of Agency Personnel to Serve on HBA Advisory Committee(s)  
Nominations for Positions on ACWA HBA Board of Directors**

**Important times require important decisions!** ACWA Health Benefits Authority is evolving and we are working to strengthen it to give you a greater voice in the structure and operations as well as protect your health plan benefits and premium rates into the future. Your agency currently participates in the ACWA HBA medical, dental, vision, life and / or employee assistance programs. The medical and dental PPO plans are self-funded. Your input is critical!

We need your assistance.

- The Bylaws and JPA Agreement need to be ratified in order to proceed
- We need to know who your designated agency representatives are
- You have the opportunity to name agency personnel to serve on the advisory committees to provide member input into the plans, rates, benefits and administration
- You may nominate agency personnel to serve on the ACWA HBA Board of Directors

To accomplish the above we have provided you with the following information:

- Overview of changes to the ACWA HBA Bylaws and JPA Agreement
- Amended and restated Bylaws and JPA Agreement
- Ratification form
- Agency Personnel form (Membership Representatives and Advisory Committees)
- Board of Directors nomination form and overview of process

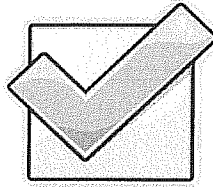
**Please return the following forms to us by Wednesday, June 30, 2010:**

1. Ratification form
2. Designation form for HBA Representatives and Advisory Committee members
3. Nomination form(s)

We appreciate your time to review and respond. Don't hesitate to call me and I can provide a quick overview on the phone if you prefer.

***Thank you for your continued participation in the ACWA HBA Health plans.***





**Ratification of the Amended and Restated  
ACWA Health Benefits Authority  
Joint Powers Agreement and Bylaws**

I have reviewed the amended and restated JPA Agreement and Bylaws approved by the ACWA HBA Board of Trustees on May 4, 2010

I wish to go on record with the following:

\_\_\_\_\_ Yes, I **am** in favor of ratifying the JPA Agreement and Bylaws

\_\_\_\_\_ No, I **am not** in favor of ratifying the JPA Agreement and Bylaws

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participating Agency (District)

**Please mail to:  
Barbara Duggen  
ACWA-HBA  
910 K Street, Suite 100  
Sacramento, CA 95814**

**Or fax to:  
(916) 325-2598**

**The deadline for your response is Wednesday, June 30, 2010**

***Important: Please complete the next page if you voted in favor of the ratifying these agreements.***



# ACWA Health Benefits Authority

ACWA Health Benefits Authority

May 2010

## Overview of ACWA HBA Restructure Review of HBA Bylaws and Joint Powers Authority Agreement

### **BACKGROUND**

Over the years ACWA HBA has sponsored and provided administrative services for employee benefit coverage with insurance carriers for medical, dental, vision, disability, life and employee assistance programs. These programs were all fully insured until 2009. In 2009, after having established sufficient reserves in the medical PPO program and maintaining large group enrollment numbers in the medical and dental PPO programs, these programs were converted to a self-funded platform.

The introduction of the self-funded platform has increased the fiduciary responsibilities of the Trustees and the advisory bodies to the Trustees. The existing structure of the Trustee board requires that each Trustee participate in at least one HBA sponsored program. The structure of the ACWA Insurance and Personnel Committee requires that at least one of the two members from each ACWA region participate in at least one HBA sponsored program. Members of the ACWA Finance Committee are not required to participate in any HBA plan.

### **CURRENT SITUATION**

As directed by the Trustees at the meeting on December 17, 2009, the HBA Bylaws and Joint Powers Agreement were redrawn to reflect the proposed changes for strengthening the HBA structure in fulfilling its fiduciary responsibility to the participating membership. As the changes in the new structure are fairly significant it was felt that the documents needed to be amended and restated in lieu of solely amending them. Attached is a summary of the changes that are included in the new documents, based on 2010 input from the Trustees on February 3<sup>rd</sup> and March 25<sup>th</sup>; and from a trustee workgroup on April 23<sup>rd</sup>.

### **TRUSTEE ACTION ON May 4, 2010**

After fully reviewing and discussing the documents, the Trustees adopted the amended and restated Bylaws and JPA Agreement.

### **CURRENT ACTION REQUIRED**

These documents are now presented to the membership of the ACWA Health Benefits Authority for ratification.

## **Bylaws:**

The Bylaws designate that all groups below have representation from both large and small employer groups from both the northern and southern sections of the State of California. In addition to outlining the groups below the document outlines the mechanical functions of meetings, quorums, notices and voting while abiding to the terms of the Brown Act and following Roberts Rules of Order.

### **1) Structure of Governing Bodies**

#### **Membership**

- Oversight of JPA Agreement and structure
- Elects the members of the Board of Directors
- Elections are done by mailed ballots

#### **Board of Directors**

- Consists of 11 members
  - President of Board of Directors
  - Vice President of Board of Directors
  - Eight members at large (with representation from North, South, large and small agencies)
  - Chair of the ACWA Insurance and Personnel Committee, or designee if Chair does not participate in the self-funded medical or dental plans
- Rotating four year terms
- For continuity, grandfather current Trustees who participate in the self funded plans into the new Board of Directors
- Eligible persons must be enrolled in one of the self funded plans (medical or dental)
- Oversight of plans, rates, budgets, audits and administration

### **2) Structure of Advisory Committees**

#### **Health Benefits Program Committee**

- Consists of seven representatives from participating agencies, appointed by the President of the Board of Directors and ratified by the entire Board. Three members from the north, 3 members from the south and at least one member from each region with 20 or more employees and one with less than 20 employees
- Chaired by a member of the Board of Directors

- Advisory capacity to Board of Directors on the medical plans in terms of rates, benefits and administration

#### **Ancillary Benefits Program Committee**

- Consists of seven representatives from participating agencies and appointed by the President of the Board of Directors and ratified by the entire Board. Three members from the north, 3 members from the south and at least one member from each region with 20 or more employees and one with less than 20 employees
- Chaired by a member of the Board of Directors
- Advisory capacity to Board of Directors on the dental, vision, life and AD&D, disability and employee assistance plans in terms of rates, benefits and administration

#### **Finance and Audit Committee**

- Consists of seven representatives from participating agencies and appointed by the President of the Board of Directors and ratified by the entire Board. Each representative will have professional or practical experience in finance.
- Chaired by a member of the Board of Directors
- Advisory capacity to Board of Directors on financial issues such as the annual budget, annual audit, investment and reserve policies

#### **Joint Powers Authority Agreement**

The first 5 pages are largely unchanged in outlining the government codes under which the JPA was formed, the purpose, the parties to the agreement and the powers of the Authority. Streamlined the definition of "Agency" ...

Pages 6, 7 and 8 outline the structure of the Board of Directors as referenced in the Bylaws. These pages outline the powers of the Board of Directors and the officers of the Authority.

Page 9 references the new advisory committees as set forth in the Bylaws.

The rest of the agreement is largely unchanged in that the Articles reference the same topics, duties and responsibilities as before but references to the advisory committees and the Board of Directors were changed to reflect the new bodies established.

**BYLAWS**  
**OF THE**  
**ASSOCIATION OF CALIFORNIA WATER AGENCIES**  
**HEALTH BENEFITS AUTHORITY**  
**AMENDED AND RESTATED AS OF JUNE 1, 2010**

These Bylaws of the Board of Directors of the Association of California Water Agencies Health Benefits Authority are adopted pursuant to Article 26 of the Joint Exercise of Powers Agreement as Amended and Restated effective June 1, 2010.

**ARTICLE I—DEFINITIONS**

The definition of terms used in these Bylaws shall be those definitions contained in the Joint Exercise of Powers Agreement creating the Association of California Water Agencies Health Benefits Authority unless the context requires otherwise.

**ARTICLE II—PRINCIPAL OFFICES**

The principal office for the transaction of business of the Authority is hereby fixed and located at 910 K Street, Sacramento, California 95814. The location of the principal office may be changed by resolution of the Board of Directors from time to time.

**ARTICLE III—MEMBERSHIP**

**Section 1. Composition and Selection.** Membership in the Authority shall be composed of one Representative from each Agency participating in any of the Benefit Coverage offered by the Authority. The Representative shall be the General Manager, or if notified otherwise, President or Chairman of the governing body. Each participating Agency shall appoint at least one alternate Representative who is a member of the governing body to serve in the absence of the regular Representative. The alternate shall have the same authority to represent the District as the regular Representative who is absent

**Section 2. Duration of Membership.** An Agency may continue its membership in the Authority as long as it continues its participation in any of the Benefit plans offered through the Authority and maintains its active membership in the Association of California Water Agencies.

**Section 3. Special Meetings.** Special meetings of the Membership, for the purpose of taking any action permitted by statute or by the Agreement creating the Authority, may be called at any time by the

President, or by the Vice President in the absence or disability of the President, or by three (3) Members of the Board of Directors of the Authority or by not less than 25% of the Membership. Upon request in writing that a special meeting of the Membership be called for any proper purpose, directed to the President, Vice President, or Secretary of the Authority, by any person or persons entitled to call a special meeting of the Membership, the officer receiving such request forthwith shall cause notice to be given to the Member Agencies that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) or more than sixty (60) days after receipt of the request. Notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify the place, date and hour of such meeting, the nature of the business to be transacted, and if applicable, the names of nominees for the Board of Directors intended at the time of the notice to be presented for election. No business other than that specified in the notice of a special meeting may be transacted at that meeting.

**Section 4. Place of Meetings.** Meetings of the Membership shall insofar as possible be held at the location of the Association of California Water Agencies' Spring or Fall Conference and at a time immediately before or after such conference. Meetings at other times shall be held at locations designated by the President of the Board of Directors or approved by the written consent of 25% or more of Membership given either before or after the meeting and filed with the Secretary of the Authority.

**Section 5. Quorum.** At any meeting, the presence in person by the Representative or alternate of at least 20% of the Member Agencies shall constitute a quorum for the transaction of business. The Agencies present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Agencies to leave less than a quorum. If any action taken (other than adjournment) is approved by a number of Agencies at least equal to a majority of the Agencies required to constitute a quorum, except for actions specifically requiring more than a majority, the validity of such action shall not be subject to question on the basis that a quorum was not present at the time such action was taken.

**Section 6. Adjourned Meetings.**

**(a) Adjournment.** Any Membership meeting, whether or not a quorum is present may be adjourned from time to time by the vote of a majority of the Representatives or their alternates present, but in the absence of a quorum, except as provided in Section 6 of this Article III, no other business may be transacted at such a meeting.

**(b) Notice.** When any Membership meeting is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted there at, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken and posting such notice as required by Section 54955 of the Government Code.

**Section 7. Nominations of Board of Directors.** Member Agencies, who participate in one of the self-funded plans offered through the Authority, may nominate one of its Directors or Management Staff for Membership on the Board of Directors in the following manner:

**(a)** On forms provided by the Authority, an Agency may place into nomination its Director or Management Staff for any open position with the written concurrence of at least three Agencies which are Members of the Authority in addition to the nominating Agency.

- (b) Nomination forms must be completed and received by the Authority no later than the date specified on the nomination form.
- (c) This Agency nomination process shall be the sole method for placing candidates into nomination for Membership on the Board of Directors or officer positions.

**Section 8. Ballot by Mail.** In conformance with the following rules, the Health Benefits Authority shall conduct elections for Board Membership or Board Officers by written ballots submitted during the Balloting Period

- (a) **Balloting Period.** The Board of Directors shall set dates for the opening and closing of the Balloting Period and the date and place for a ballot count. The Board shall publish the dates for the Balloting Period and circulate ballot forms no later than 30 days prior to a 30 day ballot period. All ballots must be received by the closing date of the Ballot Period.
- (b) **Ballot Delivery.** The Board of Directors shall cause one ballot to be mailed to each Member Agency by first class mail not less than ten (10) business days prior to the opening date of the Balloting Period.
- (c) **Election.** The Board of Directors shall provide public notice of the date and place for the ballot count in conformance with the Ralph M. Brown Act. The date of this ballot count shall be within 30 days of the close of the balloting period. All interested Members may attend the ballot tabulation.
- (d) **Valid Election.** For an election to be valid, the Inspectors of election must receive completed ballots from no less than 20% of the Membership on or before the closing of the Ballot Period. Each Member Agency shall have one vote for each open position.. . Ballots will only be accepted when signed by the designated agency Representative appointed according to Article III, Section 1 of these Bylaws.
- (e) **Certification and Publication.** Upon completion of the ballot tabulation, the Inspectors of election shall prepare a written certification of the election results and present it to the Secretary of the Board of Directors who shall publish the results to the Membership.

### **Section 9. Inspectors of Election.**

- (a) **Appointment.** In advance of any Balloting Period, the Board of Directors may appoint any persons, other than nominees for office, as inspectors of election. The number of inspectors shall be three (3), at least one of whom shall be a voting Member of the Board of Directors. In case any person appointed as inspector fails to appear or fails or refuses to act, a vacancy shall be deemed to exist, and on the request of any Agency, shall be filled by appointment by the Board of Directors in advance of the election date.
- (b) **Duties.** The duties of such inspectors shall include: determining the current number of Agencies; receiving all ballots; counting and tabulating all ballots; determining the results; preparing the election certification; and all other such acts as may be proper to conduct the election or vote with fairness to all Member Agencies.
- (c) **Procedure.** The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical at the time and place designated for the election. The decision, act or certificate of a majority of the inspectors shall be effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

**ARTICLE IV — BOARD OF DIRECTORS**

**Section 1. Number of Members.** The authorized number of Members of the Board of Directors shall be eleven (11).

**Section 2. Composition and Selection.**

(a) The Board of Directors shall consist of eleven members, as provided in the Bylaws. The members of the Board of Directors shall be ten members elected by the Membership so that there are five members from the Northern region, five members from the Southern region, and the Chair of the ACWA Insurance and Personnel Committee or his/her appointee, who shall serve in accordance with the terms of the ACWA board. Each region must have at least one member with less than twenty employees participating in HBA Benefit Coverage and one member with twenty or more employees participating in HBA Benefit Coverage. Any eligible person must be enrolled in one of the HBA self-funded plans. The Board of Directors is responsible for defining the areas of the Northern and Southern regions and may periodically review and modify by majority vote of this Board.

(b) **Terms of Office.** Board of Directors first elected by the Membership in 2010 shall serve as follows:

**Board of Directors**

	<b>Position</b>	<b>Term</b>
<b>1 Nominee</b>	North Region Member *	2 years
<b>1 Nominee</b>	North Region Member *	4 years
<b>1 Nominee</b>	North Region member with less than 20 Employees	4 years
	<b>Position</b>	<b>Term</b>
<b>1 Nominee</b>	South Region Member *	4 years
<b>1 Nominee</b>	South Region Member *	4 years
<b>1 Nominee</b>	South Region member with less than 20 Employees	4 years

\* Between the two North region positions, the person receiving the highest number of votes will fill the 4 year position and the person receiving the next highest will fill the 2 year position.

(c) For 2012 and later each election shall be for a 4 year term and the Membership shall elect 5 Members

**Officers of the Board of Directors.** The officers of the Authority shall be the President of the Health Benefits Authority; the Vice President of the Health Benefits Authority, however in the absence of the President, the Vice President shall preside over the meeting(s); The Executive Director/Secretary and the Treasurer. For the period preceding January 1, 2012, the current HBA Trustees participating in the HBA medical plans shall serve on the Board of Directors as follows: One each - Northern and Southern Regions



with 20 or more employees and one each - Northern and Southern Region with no size designation. Once elected by the Membership the Board of Directors will elect their own officers. Furthermore, for the period preceding January 1, 2012, the current HBA Chair shall serve as the President of the Board of Directors and the current HBA Vice Chair will serve as the Vice President of the Board of Directors.

**(d) Removal.** The unexcused absence of a Member of the Board of Directors from two consecutive meetings shall be the cause for the removal of said Member and appointment of a new Member to the Board of Directors by the remaining Members of the Board.

**Section 3. Vacancies.** A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, incapacity, resignation, expiration of the term of the office or resignation from the office that is the basis for selection to be a Member, removal by the Agency that the Board Member represents or when the Agency represented by the Board Member ceases to be a Member of the Authority. Vacancies in the positions of Board Member shall be filled in the manner provided for regular appointment of such persons in these Bylaws.

**Section 4. Regular Meetings.** Regular meetings of the Board of Directors shall be scheduled at least quarterly and in accordance with the Brown Act. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board of Directors. The time and place of the regular Board meetings shall be established by action of the Board taken from time to time. Such action shall be taken at least 30 days before the first regular meeting established by action. At least 15 days prior to the first meeting established by action of the Board, a copy of such action shall be provided in accordance with the Brown Act to each Board Member, and each Agency, and provided in accordance with the Brown Act to each interested member of the public or representative of the media who has requested, in writing, written notice of Authority meetings, and posted at the Authority office in a location that is freely accessible to members of the public.

**(a) Notice.** Before each regular meeting, the Secretary shall prepare a written agenda in accordance with the Brown Act. A copy of the agenda shall also be provided in accordance with the Brown Act to each Board Member, and each Agency, and provided in accordance with the Brown Act to each interested member of the public or representative of the media who has requested in writing written notice of meetings, at least ten (10) days before the regular meeting.

**(b) Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Members of the Board shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the JPA Agreement or elsewhere in these Bylaws.

**Section 5. Special Meetings.** Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute or the Agreement creating the Authority may be called at any time by the President or by the Vice President in the absence or disability of the President, or by three (3) Members of the Board and shall be held in accordance with the Brown Act.

**Section 6. Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Board Members shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the Agreement creating the Authority or elsewhere in these Bylaws.

**Section 7. Record of Vote.** Except where action is taken by the unanimous vote of all Board Members present and voting, the ayes, noes and abstentions taken upon the passage of all resolutions, motions or other action shall be entered upon the minutes.

**Section 8. Adjourned Meetings.** Any Board of Directors meeting, whether or not a quorum is present, may be adjourned from time to time by (a) the loss of a quorum, (b) the vote of a majority of the Board Members present, or (c) by declaration of the President, or by the Vice President in the absence or disability of the President, that the meeting is adjourned when the agenda has been completed and there is no further business to come before the Board.

**Section 9. Authority to Act on Matters Not on the Agenda.** The Board of Directors shall take no action on any item not appearing on the posted agenda, except under the following conditions: (a) upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the Board Members are present, a unanimous vote of those Board Members present, that the need to take action arose subsequent to the agenda being posted, except with respect to amending or restating these Bylaws; or (b) the item was posted for a prior meeting of the Board occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**Section 10. Oral Information Reports.** Any Board Member may make an oral report for the purpose of informing the Board of any matter of interest to the Authority. The Board may also call upon the Secretary, staff, consultants or legal counsel for oral informational reports on matters not on the agenda. Unless the Board makes the determination required under Article IV Section 9 of these Bylaws, there shall be no action on matters covered in such oral reports.

**Section 11. Public Forum.** Every agenda for a regular meeting shall provide an opportunity for members of the public to directly address the Board on items of interests that are within the subject matter jurisdiction of the Board and which do not appear on the agenda. The Board may discuss, but not take action, on any matter raised during the public forum, unless the Board first makes the determination set forth in Article IV Section 9 of the Bylaws. It is the general policy of the Board to refer complaints to the Secretary for resolution. If the complaint cannot be resolved, the Secretary will place it on a meeting agenda for consideration by the Board. In order to facilitate public participation during the public forum session of the meeting, the Board may limit the total amount of time allocated for public comment on a particular issue, and may limit the time allocated for public comment of an individual speaker.

**Section 12. Closed Sessions.** A closed session may be held on any subject authorized under provisions of the Brown Act. Subject to the Brown Act, the agenda for a regular or special meeting may include the following standard language: "A closed session may be held at the discretion of the Board of Directors on any subject matter authorized under the Brown Act, including but not limited to pending litigation, property acquisition negotiations, the appointment, employment, evaluation of performance, or dismissal of an Authority employee, or the hear complaints of charges brought against an employee." The Board shall not keep minutes of its closed session.

## **ARTICLE V—STANDING COMMITTEES**

**Section 1.** There shall be established the following Standing Committees: Health Benefits Program Committee, the Ancillary Benefits Program Committee, and the Finance and Audit Committee appointed

by the Board of Directors. These Committees shall meet from time to time as directed by the Board, and shall make recommendations to the Board based upon the expertise of its Members.

**(a) Health Benefits Program Committee.** The Health Benefits Program Committee shall be chaired by a member of the Board of Directors and composed of seven committee members appointed by the Board President and ratified by the Board of Directors.

(1) **Composition.** The Health Benefits Program Committee shall be composed of at least three Members from the Northern Region, three Members from the Southern Region. Each Region must have at least one Member with less than twenty employees participating in HBA Health Benefits Program and one Member with more than twenty employees participating in HBA Health Benefits Program.

(2) **Duties.** The Health Benefits Program Committee shall advise the Board of Directors regarding the implementation, maintenance, renewals and administration of the HBA Health Plans. It will monitor the Health Benefits Program policies established for participation in the Health Benefits Program including eligibility, underwriting, and other participation criteria. It will make recommendations to the Board of Directors, as requested by the Board.

**(b) Ancillary Benefits Program Committee.** The Ancillary Benefits Program Committee shall be chaired by a member of the Board of Directors and composed of seven committee members appointed by the Board President and ratified by the Board of Directors.

(1) **Composition.** The Ancillary Benefits Committee shall be composed of at least three Members from the Northern Region, three Members from the Southern Region. Each region must have at least one Member with less than twenty employees participating in HBA Ancillary Benefits Programs and one Member with more than twenty employees participating in HBA Ancillary Benefits Programs.

(2) **Duties.** The Ancillary Benefits Program Committee shall advise the Board of Directors regarding the implementation, maintenance, renewals and administration of the following HBA Ancillary Programs: Group term life and AD&D; Employee Assistance Plan; Dental and Vision plans; and, Long Term and Short Term Disability plans. It will monitor the implementation and maintenance of these plans, and when asked, provide recommendations to the Board of Directors regarding plan administration.

**(c) The Finance and Audit Committee.** The Finance and Audit Committee shall be composed of seven (7) members, each of whom shall have professional or practical experience in finance. The committee will be chaired by a member of the Board of Directors. The committee members will be appointed by the Board President, ratified by the Board of Directors and the Board of Directors shall specify the duties delegated to this Committee. These shall include, but not be limited to, reviewing and advising the Board of Directors on issues such as the annual budget, annual audit, investment and reserve policies.

**Section 2. Vacancies.** The President of the Board of Directors shall appoint committee members to fill seats made vacant on these Committees for any reason including resignation, removal, expiration of terms of office in their respective Agencies or for any other cause consistent with the Authority's Bylaws. These appointments will be ratified by the Board of Directors

**Section 3. Meetings.** The Board of Directors shall direct each Committee to meet as needed for the proper administration of the Authority.

**Section 4. Term of Office.** Committee Members shall serve at the will of the Board of Directors for terms consistent with the needs of the Authority and as long as the Agency they represent remains a Member of the Authority.

## ARTICLE VI—OFFICERS OF THE AUTHORITY

### **Section 1. Officers.**

**(a) President.** The Board of Directors shall elect a President of the Authority for four year terms. In the event the President so elected ceases to be a Member of the Board, the resulting vacancy in the office of President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Board. The President shall be ex-officio a member of all the standing committees.

**(b) Vice President.** The Board of Directors shall elect a Vice President of the Authority for four year terms. In the event the Vice President so elected ceases to be a Member of the Board, the resulting vacancy in the office of Vice President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President, and when so acting shall have all the powers of and be subject to all the restrictions of the President.

**(c) Executive Director/Secretary.** The Executive Director/Secretary shall have the general administrative responsibility for the activities of the Authority and shall hire or cause to be hired necessary employees thereof, subject to prior authorization of each position by the Board, and shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Board of Directors. This person shall be selected by, and serve at the will of, the Board of Directors.

**(d) Treasurer.** The Treasurer shall be appointed by the Board of Directors. The duties of the Treasurer shall be as set forth in Articles 14 and 15 of the Joint Powers Agreement.

**(e) Other Officers.** The Board of Directors shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

### **Section 2. Removal and Resignation.**

**(a) Removal.** Any officer may be removed from their officer position, without cause, by the Board of Directors at any regular or special meeting thereof by a two-thirds vote of the Members of the Board.

**(b) Resignation.** Any officer or Board Member may resign at any time by giving written notice to the President or Executive Director/Secretary of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE VII—MISCELLANEOUS

**Section 1. Checks and Drafts.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payment to the Authority, shall be signed and endorsed by the Treasurer and a Board Member, or by such other person or persons and in such manner as from time to time shall be determined by the Board of Directors.

**Section 2. Contracts.** All contracts of the Authority may be executed by the President or the Vice President of the Authority or a designee appointed by the Board of Directors.

**Section 3. Rules of Procedure for Meetings.** Notwithstanding any provision of these Bylaws to the contrary, all meetings of the Board of Directors including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act, and in accordance with Roberts Rules of Order.

**Section 4. Inspection of Authority Records.** The accounting books and records, the list of Member's designated Representatives, and minutes of proceedings of the Board of Directors and Membership meetings and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

**Section 5. Construction.** If there is any inconsistency between a provision of these Bylaws and a provision of the Agreement creating the Authority, the provision of the Agreement shall govern.

**Section 6. Fiscal Year.** Unless and until changed by resolution of the Board of Directors, the fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31.

## ARTICLE VIII—AMENDMENTS

Amendments to these Bylaws, other than amendments changing the authorized number of Members of the Board of Directors, may be adopted by the Board of Directors. Any amendment adopted by the Board of Directors shall be on the agenda of the next meeting of the Membership for ratification or may be ratified by the Membership through the mailed voting process.

**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**ASSOCIATION OF CALIFORNIA WATER AGENCIES**  
**HEALTH BENEFITS AUTHORITY**  
**Amended and Restated as of June 1, 2010**

**THIS JOINT EXERCISE OF POWERS AGREEMENT** (the "Agreement") amends and restates the Agreement originally dated as of May 1, 1994, by and among water districts and agencies organized and existing under the laws of the State of California, herein-after collectively referred to as the "Agencies" and individually as an "Agency" which are parties signatory to this agreement and listed in Appendix "A", which is attached hereto and made a part hereof. Said Agencies are sometimes referred to herein as "parties."

**RECITALS**

**WHEREAS**, Section 6500 et seq. of the Government Code of the State of California (Government Code) provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, Section 989 et seq. of the Government Code, more particularly Section 990.4 thereof, provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, Section 990.8 of the Government Code provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Section 990.4 of the Government Code; and

**WHEREAS**, each of the parties to this Agreement desire to join together with the other parties for the purpose of pooling their purchasing needs for health benefit coverage for their employees to provide said employees with a comprehensive Health Benefit Plan at a lower cost than might be available generally to the parties individually; and

**WHEREAS**, it appears economically feasible and practical for the parties to this Agreement to do so;

**NOW, THEREFORE**, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**ARTICLE 1—DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

"Agency" or "Agencies" or "Member" or "District" shall mean those entities of local government empowered by law, commonly known as "**Water Agencies**" to provide water-related services within the State of California, who are signatories to this Agreement, including any amendments thereto, and members of the Association of California Water Agencies.

"Ancillary Benefit Programs" shall mean the dental, vision, life and AD&D, Employee Assistance Plan, LTD, and Short Term Disability programs offered by the HBA to its members.

**"Ancillary Benefit Program Committee"** shall mean the Committee designated by the Board of Directors.

**"Treasurer"** shall mean the individual who is so appointed by the Board of Directors.

**"Authority"** shall mean the Association of California Water Agencies Health Benefits Authority.

**"Benefit Coverage"** shall mean employee benefits coverage provided through the HBA's Health and Ancillary Benefit Programs.

**"Board of Directors" or "Board"** shall mean the governing body of the Authority.

**"Contributions"** shall mean any health insurance premium or cash contribution required to maintain or fund the Health Benefit Plans.

**"Executive Director/Secretary"** shall mean the employee of the Authority who is employed by the Board of Directors.

**"Finance and Audit Committee"** shall mean the Committee of the Authority appointed by the Board of Directors.

**"Health Benefit Programs"** shall mean the medical care offered by the HBA to its members.

**"Health Benefits Authority"** shall mean the Joint Powers Authority created by and among the Public Agencies who are signatory to the Joint Exercise of Powers Agreement.

**"HBA Employee Benefit Trust (EBT)"** shall mean the tax exempt Trust established by the HBA to hold certain Plan assets of the HBA Welfare Benefit Coverage.

**"Health Benefit Program Committee"** shall mean the Committee of the Authority appointed by the Board of Directors.

**"Member"** shall mean Agency members of the Health Benefits Authority.

**"Program Rules"** shall mean those rules as established by the Board of Directors regarding participation in HBA programs.

**"Representative"** shall mean the individual designated as the individual representing a participating Agency or District.

**"Standing Committees"** shall mean the Health Benefit Program Committee, Ancillary Benefit Program Committee, and the Finance and Audit Committee, as formed by the Board of Directors pursuant to Article 11 herein.

## **ARTICLE 2—PURPOSE**

This Agreement is entered into by the Agencies pursuant to Sections 990.4, and 990.8 of the Government Code and Section 6500 et seq. of the Government Code in order to enable those Agencies to pool their purchasing needs to provide their employees with comprehensive and economical health and welfare benefits through its Health Programs and Ancillary Programs.

This purpose shall be accomplished through the exercise of the common powers of such Agencies jointly in the creation of a separate entity, the Association of California Water Agencies Health Benefits Authority (the "Authority"), to combine the employees of the participating Agencies collectively into a single pool for the purposes of negotiating and providing Welfare Benefit Coverage including administrative services related to the welfare benefit coverage and to provide various administrative activities relative to the management of the pool and purchasing of insurance, including, but not limited to billing participating Agencies for premiums, making premium payments to the insurance carrier and determining eligibility for coverage of individual employees and their dependents.

It is the further purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional agencies organized and existing under the laws of the State of California who qualify as an Agency as may desire to become parties to the Agreement and members of the Authority, and who agree to the participation rules applicable to the Welfare Benefit Coverage elected.

## **ARTICLE 3—PARTIES TO THE AGREEMENT**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement certifies that the deletion of any party from this Agreement, pursuant to Articles 19 and 20 shall not affect this Agreement nor such party's intent to contract as described above with other parties to the Agreement then remaining. Each party to the Agreement must at all times participate in the Welfare Benefit Coverage offered hereunder.

## **ARTICLE 4—TERM OF AGREEMENT**

(a) This Amended and Restated Agreement shall become effective on June 1, 2010 in full force and effect and a legal, valid and binding obligation of each Agency, who were signatories on or before May 31, 2010, and for Agencies who submit to the Authority an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing board of each such Agency agreeing to the terms of this Agreement and the execution and delivery hereof, and shall continue subject to the terms of this Agreement until and unless terminated as hereinafter provided.



## **ARTICLE 5—THE AUTHORITY**

As provided in Section 6500 et seq. of the Government Code, the Authority shall be a public entity separate from each of the Agencies possessing the common powers of the Agencies. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any of the Agencies.

## **ARTICLE 6—POWERS OF AUTHORITY**

- (a)** The Authority shall have the powers common to Agencies and is hereby authorized to do all acts necessary for the exercise of said common powers to provide comprehensive and economical health benefit coverage, including, but not limited to, any of the following:
- (1) To pay all Authority expenses, including, without limitation, insurance premiums, benefit plan claims, administration and operation expenses;
  - (2) To determine and select all health benefit plans or insurance policies necessary to carry out the programs of the Authority. The determination shall include the scope of such plans or policies; and to determine the method such plans or policies are to be insured or self insured in conformance with 990 et seq. of the Government Code for providing a health benefit plan to the parties to this agreement;
  - (3) To establish contribution rates for Agencies and to modify those rates from time to time upon written notice to the Agencies. Such contribution rates shall be established to fund the premiums to the insurance carrier and to fund self insured health benefits, Authority expenses, and a reasonable Authority reserve not to exceed the maximum reserve permitted by law;
  - (4) To assess Agencies in accordance with Program Rules for the purpose of recouping of deficits due to insufficiency of contribution rates in the previous policy or plan year or to pay dividends to participating Agencies as declared by the Board of Directors.
  - (5) To establish such rules and regulations as may be necessary in administering the business of the Authority;
  - (6) To borrow money to carry out the purposes of the Authority and to pledge, assign or hypothecate any of the Authority assets to secure such loans subject to Article 5 of the Agreement;
  - (7) To accept, compromise, arbitrate or otherwise settle any obligation, liability or claim involving the Authority, including, but not by way of limitation, any claim for contributions or other sums payable hereto, and to enforce or contest any other obligation, liability or claim by appropriate legal proceedings if, in the sole discretion of the Directors, it is in the interest of the Authority to do so, or to assign any such claim and allow the assignee to institute legal or arbitration proceedings in its own name to enforce collection;

- (8) To require any person with obligation or rights hereunder to furnish, or permit an audit of, any reasonable information, data and documents that are pertinent in verifying the accuracy of contribution and acting upon claims for benefits under the Health Benefit Plan, or which are otherwise pertinent in administering the Authority;
  - (9) To publish, file and distribute all reports required by law;
  - (10) To determine all questions relating to eligibility for benefits, how benefits will be provided and similar questions. Such determinations shall be binding on all persons, except as may otherwise specifically be provided herein or in regulations duly adopted by the Board;
  - (11) To retain or employ attorneys, accountants, actuaries, auditors, office personnel, professional administrators and consultants and other suitable agents and employees;
  - (12) To exercise all powers granted under any insurance contract purchased with Authority funds;
  - (13) To decline or terminate the participation of an Agency in the Health Benefit or Ancillary Benefit Programs if there are repeated delinquencies or other failures to comply with the terms of the corresponding Program, this Agreement or the Bylaws provided for in Article 24;
  - (14) To enforce all obligations of Agencies to make contributions including assessments to the Authority by any means the Authority deems appropriate and to collect such contributions at such rates as may be established from time to time;
  - (15) To adopt uniform, specific, reasonable and diligent collection procedures with respect to Agencies who are delinquent in the payment of contributions or assessments;
  - (16) To cause to be prepared the operating budget of the Authority for each fiscal year;
  - (17) To receive and review periodic accounting of all funds under Articles 14 and 15 of the Agreement;
  - (18) To conduct on behalf of the Authority all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law;
  - (19) To implement such other powers and functions as are provided for in this Agreement or in the Bylaws.
- (b)** Except as otherwise provided herein, such powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon any participating agency in the exercise of similar powers, as provided in Section 6509 et seq. of the Government Code.
- (c)** Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Government Code or other applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Article 2 hereof.

## **ARTICLE 7—BOARD OF DIRECTORS**

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be elected by the Representatives from each Member Agency.
- (b) Each Member of the Board shall serve until a successor is appointed or elected.
- (c) Each Member of the Board shall have one vote.
- (d) In any instrument in writing in the name of the Authority, the Board of Directors shall be bound by the record of votes and / or signatures of any six Directors, and all persons, partnerships, corporations and associations may rely thereon that such instrument has been duly authorized in accordance with this Agreement unless otherwise authorized by resolution of the Authority.
- (e) To the extent permitted by law, no Director shall be liable for any action on good faith taken or omitted nor for any act or omission of any other Director. The Authority shall indemnify and hold harmless the Directors to the extent and in the amounts provided by the laws of the State of California from and against all claims, damages and losses, and expenses arising out of the performance by the Directors of any duty or responsibility undertaken or performed in connection with the obligations of the Directors arising out of the Agreement. The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director for actions taken within the scope of the Authority. Notwithstanding any provision of the Agreement, the Authority shall have the right to purchase insurance to provide coverage for its Directors and employees with respect to the foregoing.

## **ARTICLE 8—POWERS OF THE BOARD OF DIRECTORS**

Subject to their powers of allocation and delegation set forth elsewhere in this Agreement and to Article 6 hereof, the Board of Directors of the Authority shall have exclusive authority to control and manage the operation and administration of the Authority and its assets. The Board of Directors may exercise all lawful powers appropriate to the exercise of their authority hereunder, including the following powers and functions:

- (a) To pay all Authority expenses, including , without limitation, insurance premiums, benefit plan claims, administration and operation expenses;
- (b) To determine and select all health benefit plans or insurance policies necessary to carry out the programs of the Authority. The determination shall include the scope of such plans or policies; and to determine the method such plans or policies are to be insured or self insured in conformance with 990 et seq. of the Government Code for providing a health benefit plan to the parties to this agreement;
- (c) To establish contribution rates for Agencies and to modify those rates from time to time upon written notice to the Agencies. Such contribution rates shall be established to fund the premiums to the insurance carrier and to fund self insured health benefits, Authority expenses, and a reasonable Authority reserve not to exceed the maximum reserve permitted by law;

- (d) To assess Agencies in accordance with Program Rules for the purpose of recoupment of the deficits due to insufficiency of contribution rates in the previous policy or plan year or to pay dividends to participating Agencies as declared by the Board of Directors;
- (e) To establish such rules and regulations as may be necessary in administering the business of the Authority including such recommendations of the Standing Committees or the ACWA Insurance and Personnel Committee as may be deemed appropriate;
- (f) To borrow money to carry out the purposes of the Authority and to pledge, assign or hypothecate any of the Authority assets to secure such loans subject to Article 5 of the Agreement;
- (g) To accept, compromise, arbitrate or otherwise settle any obligation, liability or claim involving the Authority, including, but not by way of limitation, any claim for contributions or other sums payable hereto, and to enforce or contest any other obligation, liability or claim by appropriate legal proceedings if, in the sole discretion of the Directors, it is in the interest of the Authority to do so, or to assign any such claim and allow the assignee to institute legal or arbitration proceedings in its own name to enforce collection;
- (h) To require any person with obligation or rights hereunder to furnish, or permit an audit of, any reasonable information, data and documents that are pertinent in verifying the accuracy of contribution and acting upon claims for benefits under the Health Benefit Plan, or which are otherwise pertinent in administering the Authority;
- (i) To publish, file and distribute all reports required by law;
- (j) To determine all questions relating to eligibility for benefits, how benefits will be provided and similar questions. Such determinations shall be binding on all persons, except as may otherwise specifically be provided herein or in regulations duly adopted by the Board;
- (k) To retain or employ attorneys, accountants, actuaries, auditors, office personnel, professional administrators and consultants and other suitable agents and employees;
- (l) To exercise all powers granted under any insurance contract purchased with Authority funds;
- (m) To decline or terminate the participation of an Agency in the Health Benefits Plan if there are repeated delinquencies or other failures to comply with the terms of the Health Benefit Plan, this Agreement or the Bylaws provided for in Article 24;
- (n) To enforce all obligations of Agencies to make contributions to the Authority by any means the Authority deems appropriate and to collect such contributions at such rates as may be established from time to time by the Board;
- (o) To adopt uniform, specific, reasonable and diligent collection procedures with respect to delinquent Agencies;
- (p) To cause to be prepared the operating budget of the Authority for each fiscal year;
- (q) To receive and review periodic accounting of all funds under Articles 14 and 15 of the Agreement;

- (r) To conduct on behalf of the Authority all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law;
- (s) To implement such other powers and functions as are provided for in this Agreement or in the bylaws.

### ARTICLE 9—MEETING OF THE BOARD OF DIRECTORS

- (a) **Meetings.** The Board shall provide for its regular, adjourned regular and special meetings or upon call of the President of the Authority; provided, however, that it shall hold at least one regular meeting annually as set forth in the bylaws.
- (b) **Minutes.** The Secretary shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board. Copies of such minutes shall be available on request to the parties to this Agreement.
- (c) **Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Members of the Board shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the JPA Agreement or elsewhere in these Bylaws.
- (d) **Compliance with the Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular and special meeting, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the Government Code of the State of California, or any successor legislation thereto (the "Brown Act").

### ARTICLE 10—OFFICERS OF THE AUTHORITY

- (a) **President.** The Board of Directors shall elect a President of the Authority for four year terms. In the event the President so elected ceases to be a member of the Board, the resulting vacancy in the office of President shall be filled at the next regular meeting of the Board held after such vacancy occurs. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Board of Directors. . The President shall be ex-officio a member of all the standing committees.
- (b) **Vice President.** The Board of Directors shall elect a Vice President of the Authority for four year terms. In the event the Vice President so elected ceases to be a member of the Board, the resulting vacancy in the office of Vice President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President.
- (c) **Executive Director/Secretary.** The Executive Director/Secretary shall have the general administrative responsibility for the activities of the Authority and shall hire or cause to be hired all necessary employees thereof, subject to prior authorization of each position by the

Board of Directors, and shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Board of Directors. This person shall be selected by, and serve at the will of, the Board of Directors.

- (d) **Treasurer.** The Treasurer shall be appointed by the Board of Directors. The duties of the Auditor shall be as set forth in Articles 14 and 15 of this Agreement.
- (e) The Board of Directors shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

#### **ARTICLE 11—STANDING COMMITTEES**

There shall be established the following Standing Committees: Health Benefit Program Committee, the Ancillary Benefit Program Committee, and the Finance and Audit Committee, each appointed by the Board of Directors. The number of members of each Committee and its duties shall be set forth in the Bylaws. These Committees shall meet from time to time as directed by the Board of Directors, and shall make recommendations to the Board of Directors based upon the expertise of its members.

#### **ARTICLE 12—INSURANCE COVERAGE**

- (a) The Authority shall purchase or otherwise arrange for workers' compensation coverage, unemployment, health and welfare benefits or other such coverage for the employees of the HBA.
- (b) The Authority shall purchase directors and officers and fiduciary liability insurance coverage for officers of the Authority with regard to the performance of their duties as officers of the Authority.

#### **ARTICLE 13—IMPLEMENTATION OF BENEFIT COVERAGE**

- (a) The Board of Directors shall review and approve all participation rules and guidelines applicable to the Benefit Coverage offered by the Authority.
- (b) These rules and guidelines shall apply to all member agencies seeking participation in any of the Benefit Coverage offered by the Authority.
- (c) The HBA shall maintain participation rules and guidelines in a Program Policy Manual.

#### **ARTICLE 14—ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** The Board of Directors shall adopt an annual operating budget prepared pursuant to Article 6(a)(16) of this Agreement.
- (b) **Funds and Accounts.** The Treasurer of the Authority shall establish and maintain such funds and accounts as required by the Board and as required by generally accepted auditing standards. Books and records of the Authority in the hands of the Treasurer shall be open to

any inspection at all reasonable times by authorized Representatives of Agencies and as otherwise required by law.

- (c) **Treasurer's Report.** The Treasurer, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board of Directors and make copies of such report available to parties to this Agreement on request.
- (d) **Annual Audit.** The Treasurer shall provide for a certified, annual audit of the accounts and records of the authority, which audit shall be made by a Certified Public Accountant and shall conform to generally accept auditing standards. A report thereof shall be filed as a public record in the office of the Authority. Such report shall be filed within six months of the end of each year or years under examination.

### **ARTICLE 15—RESPONSIBILITY FOR MONIES**

- (a) The Treasurer of the Authority shall have the custody of and the duty to disburse the Authority's funds including all funds held in the Health Benefits Authority Employee Benefits Trust (Trust) on a non-discretionary basis and subject to the direction provided by the Board of Directors of the Trust who shall have sole authority as to their use and disposition. The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the Board of Directors.
- (b) A bond in the amount determined adequate by the Board shall be required for all officers and personnel who have charge of, handle, or have access to any property of the Authority, such bond to be paid for by the Authority.
- (c) The Treasurer of the Authority shall assume the duties required by the JPA Act as may be amended, including the following duties:
  - (1) To receive and acknowledge receipt for all money of the Authority and to place it in the treasury of the Authority;
  - (2) To be responsible upon his or her official bond for the safekeeping and disbursement of all the Authority's money so held by him or her;
  - (3) To pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority.
  - (4) To pay any other sums due from the Authority;
  - (5) To verify and to report in writing on the first day of July, October, January and April of each year to the Authority and, on request, to Agencies the amount of money held for the Authority, the amount of receipt since the last report and the amount paid out since the last report.
- (d) All funds received by the Authority hereunder shall be invested in accordance with the Authority's investment policy by the Board of Directors in any instrument declared by state law to be permissible as an investment for any local public agency in the State of California or deposited in such bank or banks as the Board of Directors may designate for that purpose, and

all withdrawals shall be made only by check signed by not less than two individuals with signatory authority as authorized by the Bylaws of the Authority or unanimous vote of the Board of Directors.

- (e) The Directors of the HBA Employee Benefit Trust shall have sole authority to invest Trust assets in a prudent manner.

#### **ARTICLE 16—RESPONSIBILITIES OF THE AUTHORITY**

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Maintain and administer the Benefit Coverage in instruments offered to the Authority's member agencies.
- (b) Assist each Member's Representative with the implementation of the Welfare Benefit Coverage applicable to the member agency.
- (c) Review the Benefit Coverage to maintain their fiscal integrity.
- (d) Such other responsibilities as deemed necessary by the Board of Directors.

#### **ARTICLE 17—RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee of the Member to be responsible for the implementation and maintenance of the applicable program function and to serve as a liaison between the Member and the Authority as to the programs in which it participates.
- (b) Each Member shall maintain its own set of records regarding the programs in which it participates.
- (c) Each Member shall pay its premium and or contributions within thirty (30) days of the invoice date. After withdrawal or termination, each Member or its successor shall pay promptly to the Authority its share of any additional premium, when and if required of it by the Board of Directors under Article 21 or 22 of this Agreement.
- (d) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out Benefit Coverage provided under this Agreement.
- (e) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement and covered claims and will comply with all Bylaws, rules and regulations adopted by the Board of Directors.



## **ARTICLE 18—NEW MEMBERS**

Staff designated by the Board of Directors shall review and approve all Agency requests for participation by those Agencies who agree to adhere to the applicable Program Rules specified in Article 1 in the definition of "Agency" or "Agencies". Qualifying entities may be added as parties to this Agreement and become Agencies upon (i) the filing by the entity of an executed Appendix A to this Agreement, together with a certified copy of the resolution of the governing body of such entity agreeing to the terms of this Agreement and the execution and delivery hereof. Upon satisfaction of such conditions, the Board of Directors shall file such executed Appendix A of this Agreement as an amendment hereto, effective upon the date such filing. Agencies denied participation may appeal to the Board of Directors for reconsideration as a participating Agency.

## **ARTICLE 19—WITHDRAWAL**

An Agency may withdraw as a party to this Agreement to be effective on the first day of any month by providing written intention of withdrawing to the Secretary at least 60 days prior to the proposed effective date of the withdrawal. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary who shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon the proposed filing date, or such other date as the Board of Directors may designate which is not more than 90 nor less than 60 days from the notice in order to bring such notice of withdrawal in compliance with the terms hereof.

## **ARTICLE 20—CANCELLATION**

- (a) Notwithstanding any other provision of this Agreement, the Board of Directors shall have the right to cancel any Agency's participation in any Benefit Coverage of the Authority if the Agency is more than 30 days in arrears in the payment of monthly contributions for Benefit Coverage.
- (b) Notwithstanding any other provision of this Agreement, the participation of any Agency, including participation in the programs of the Authority, shall cease and be cancelled automatically whenever such Agency's membership in the Association of California Water Agencies ceases. Such automatic cancellation shall not relieve the Agency of its responsibilities as provided for in Article 21 (b).

## **ARTICLE 21—EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a) The withdrawal or cancellation of any Agency from this Agreement shall not terminate this Agreement and an Agency by withdrawing or being cancelled pursuant to Articles 19 and 20 shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Agency to the Authority, or to any distribution of assets.
- (b) The withdrawal or cancellation of any Agency pursuant to Articles 19 and 20 shall not terminate its responsibilities with respect to the payment of its share of contributions due or in arrears at the time of such withdrawal or cancellation.

## **ARTICLE 22—TERMINATION AND DISTRIBUTION.**

- (a) This Agreement may be terminated by the Board of Directors subject to ratification by the written consent of three-fourths of the Membership within 90 days of the Board of Directors' approval of the motion to terminate the Agreement, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of concluding all functions necessary to wind up the affairs of the Authority.
- (b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.
- (c) Upon termination of this agreement, all assets of the Authority shall be distributed only among those parties that have been signatory's hereto during the 12 months preceding the date upon which the written consent required by paragraph (a) hereof was determined to have been completed by the Board of Directors. The Board of Directors shall determine such distribution within six months after all other business of the Authority has been concluded.

## **ARTICLE 23—TERMINATION OF THE AUTHORITY**

The Authority may be terminated or its powers changed, restricted or eliminated by the Board of Directors along with the written consent of three-fourths of the Membership.

## **ARTICLE 24—BYLAWS AND GOVERNING DOCUMENTS**

The Bylaws shall be effective upon ratification of this Agreement. Each party to the Agreement shall receive a copy of the Bylaws and other such governing documents.

## **ARTICLE 25—NOTICES**

Any notice or instrument authorized or required to be given or delivered pursuant to this Agreement shall be deemed to have been given or delivered when the same is deposited in any United States Post Office, postage prepaid, or is shipped by United Parcel Service, addressed to the principal office of the respective Agency and shall be deemed to have been received by the Agency to whom the same is addressed at the expiration of three business days after deposit in the United States Post Office of delivery to or pick up at the Authority's principal office by United Parcel Service.

## **ARTICLE 26—AMENDMENT TO THE AGREEMENT**

Except as provided by Article 18 hereof, this Agreement may be amended by the Board of Directors subject to ratification by the written consent of a majority of the Agencies within 90 days of the Board 's approval of the motion to amend the Agreement.

### **ARTICLE 27—AGREEMENT NOT EXCLUSIVE**

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements entered into by or among any of the Agencies, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

### **ARTICLE 28—CONFLICT OF INTEREST CODE**

The Board of Directors by resolution shall adopt a Conflict of Interest Code as required by law.

### **ARTICLE 29—PROHIBITION AGAINST ASSIGNMENT**

No Agency may assign any right, claim or interest it may have under this Agreement and no creditor, assignee or third party beneficiary of any Agency shall have any right, claim or title or any part, share, interest, fund, premium or asset of the Authority, except as otherwise provided for under Article 6 (e).

### **ARTICLE 30—COUNTERPARTS**

This Agreement may be executed by the Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

### **ARTICLE 31—CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California.

### **ARTICLE 32—SEVERABILITY**

If one or more clauses, sentences, paragraphs, provisions or articles of the Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Agencies that the remainder of the Agreement shall not be affected thereby.

### **ARTICLE 33—HEADINGS**

The titles of articles and paragraphs of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

### **ARTICLE 34—AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

### **ARTICLE 35—ADOPTION**

The parties to this Agreement evidence their adoption of this Agreement by (1) executing Appendix A, which is attached to and made a part of this Agreement and (2) by providing the Authority a copy of a formal resolution from its governing body adopting the amended and restated Agreement as of June 1, 2010, or such later date as specified in its resolution.

## Appendix A

ACWA	Chino Basin WCD
ACWA-JPIA	Chowchilla WD
Alameda County WD	Citrus Heights WD
Alpaugh ID	City of Blue Lake
Alta ID	City of Buellton
Amador WA	City of Fillmore
American River FCD	City of San Juan Bautista
Angiola WD	City of Tehachapi
Antelope Valley-East Kern WA	Clearlake Oaks CWD
Aromas WD	Coastside CWD
Banta-Carbona ID	Consolidated ID
Bay Area Water Supply & Conserv Dist	Contra Costa WD
Bella Vista WD	Corcoran ID
Belridge WSD	Cordua ID
Berrenda Mesa WD	Cottonwood WD
Big Bear Area Regional Wastewater	Crescenta Valley WD
Big Bear City CSD	Crestline-Lake Arrowhead WA
Big Bear MWD	Crestline Village WD
Biggs-W Gridley WD	Cucamonga Valley WD
Bighorn-Desert View WA	Del Paso Manor WD
Bodega Bay PUD	Del Puerto WD
Bolinas Community PUD	Delano-Earlimart ID
Boron CSD	Delhi County WD
Borrego WD	Desert WA
Brookstrail Township CSD	Diablo Water District
Browns Valley ID	Dunnigan WD
Buena Vista WSD	East Bay MUD
Burney WD	East Contra Costa ID
Butte WD	East Orange CWD
Byron-Bethany ID	East Valley WD
Cachuma Oper & Maint Board	El Toro WD
Calaveras CWD	Elk Grove Water Services
Calaveras PUD	Elsinore Valley MWD
Calleguas MWD	Fair Oaks WD
Camrosa WD	Fallbrook PUD
Carlsbad MWD	Firebaugh Canal WD
Carmichael WD	Foothill MWD
Carpinteria Valley WD	Forresthill PUD
Casitas MWD	Forestville WD
Castaic Lake WA	Frazier Park PUD
Castroville WD	Fresno ID
Cawelo WD	Fresno Metro Flood Control Dist.
Centerville CSD	Friant Power Authority
Central Basin MWD	Friant Water Authority
Central California ID	Georgetown Divide PUD
Central Coast WA	Glenn Colusa ID
Central San Joaquin WCD	Golden Hills CSD
Central WD	Goleta WD
Channel Island Beach CSD	Grassland WD
Chino Basin Watermaster	Greenfield CWD

## Appendix A

Helix WD	Mid-Peninsula WD
Henry Miller Reclamation Dist #2131	Millview CWD
Hi-Desert WD	Mission Hills CSD
Hidden Valley Lake CSD	Mission Springs WD
Humboldt Bay MWD	Mojave PUD
Humboldt Bay Harbor Rec	Mojave WA
Humboldt CSD	Montara Water & Sanitary District
Idyllwild WD	Montecito Sanitary District
Indian Wells VWD	Montecito WD
Irvine Ranch WD	Monterey Peninsula WMD
Ivanhoe ID	Mountain Gate CSD
Ivanhoe PUD	MWD of Orange County
James ID	Nevada ID
Joshua Basin WD	Newhall CWD
Jurupa CSD	North Coast CWD
Kanawha WD	North Delta Water Agency
Kaweah Delta WCD	North Kern WSD
Kern CWA	North of the River MWD
Kern Tulare / Rag Gulch	North San Joaquin WCD
Kings CWD	Oakdale ID
Kings River Conservation District	Olivenhain MWD
Kings River Water District	Orange Cove ID
Kern Tulare WD	Orange CWD
Kinnetoa ID	Orchard Dale WD
Kirkwood Meadows PUD	Orland-Artois WD
La Canada ID	Pacheco WD
La Habra Heights CWD	Padre Dam MWD
La Puente Valley CWD	Pajaro Valley WMA
Laguna Beach CWD	Pajaro/Sunny Mesa CSD
Laguna ID	Palm Ranch ID
Lake Arrowhead CSD	Palmdale WD
Lake Don Pedro CSD	Panoche WD
Lakeside Irrigation WD	Paradise ID
Lakeside WD	Patterson ID
Las Virgenes MWD	Pebble Beach CSD
Le Grand CSD	Pescadero Reclamation Dist. #2058
Littlerock Creek ID	Phelan Pinon Hills CSD
Los Alamos CSD	Pico WD
Lost Hills WD	Pinedale CWD
Lower San Joaquin Levee District	Planada CSD
Madera/Chowchilla WPA	Porterville ID
Madera ID	Princeton-Codora-Glenn ID
Madera WD	Quartz Hill CWD
Main San Gabriel Basin Wtrmstr	Rainbow MWD
Maine Prairie WD	Ramirez WD
Malaga CWD	Rancho California WD
Mammoth CWD	Rand Communities WD
Marina Coast WD	Reclamation District #108
Mariposa PUD	Reclamation District #2068
McKinleyville CSD	Reclamation District #999
Merced ID	Reclamation District #1000

## Appendix A

Reclamation District #1004	Terra Bella ID
Redwood Valley CWD	The West Side ID
Richvale ID	Thermalito Water & Sewer
Rincon Del Diablo MWD	Three Valleys MWD
Rio Alto Water District	Trabuco Canyon WD
Rio Linda-Elverta Community WD	Tranquility ID
Riverdale ID	Tri-Dam Project
Rosamond Community Services Dist	Tulare ID
Rosedale-Rio Bravo WSD	Tulare Lake Basin WSD
Rowland WD	Tulelake ID
Sacramento Suburban WD	Tuolumne Utilities District
San Andreas SD	Twentynine Palms WD
San Benito CWD	United WCD
San Bernardino VMWD	Upper San Gabriel Valley MWD
San Bernardino VWCD	Vallecitos WD
San Francisquito Creek JPA	Valley Center WD
San Gabriel Basin WQA	Valley CWD
San Gabriel CWD	Valley of the Moon WD
San Gabriel Valley MWD	Vandenberg Village CSD
San Geronimo Pass WA	Ventura River CWD
San Juan Water District	Vista ID
San Luis & Delta-Mendota WA	Walnut Valley WD
Santa Ana Watershed PA	Weaverville CSD
Santa Clara VWD	West Basin MWD
Santa Fe ID	West Kern WD
Santa Margarita WD	West Valley WD
Santa Maria Valley WCD	West Stanislaus ID
Santa Ynez River WCD	Westborough WD
Saucelito ID	Western MWD
Scotts Valley WD	Wheeler Ridge-Maricopa WSD
Semitropic WSD	WRD of Southern California
Serrano WD	Yolo County FC & WCD
Shafter-Wasco ID	Yorba Linda WD
Solano County WA	Yuima MWD
Solano ID	
Soquel Creek WD	
South Coast WD	
South Feather Water & Power (hydro)	
***South Feather Power (water)	
South Montebello ID	
South San Joaquin ID	
South Sutter WD	
South Tahoe PUD	
Southern San Joaquin MUD	
Stockton East WD	
Stone Corral ID	
Sutter Extension WD	
Tehachapi-Cummings CWD	

**If in favor, please designate the following:**

My Agency Membership Regular Representative (General Manager or Board President):

Name:  
Position Title:  
Phone:  
Fax:  
Email:

My Agency Membership Alternate Representative to serve in absence of Regular Representative:

Name:  
Position Title:  
Phone:  
Fax:  
Email:



Also, the following people from my district would be willing to serve on the following committees:

**Health Benefits Program Committee**

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(Name)	(Title)	(Phone)	(Email)
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(Name)	(Title)	(Phone)	(Email)
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**Ancillary Benefits Program Committee**

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(Name)	(Title)	(Phone)	(Email)
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(Name)	(Title)	(Phone)	(Email)
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**Finance and Audit Committee** (each of whom shall have professional or practical experience in finance)

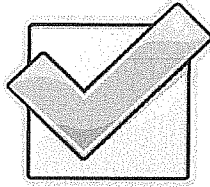
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(Name)	(Title)	(Phone)	(Email)
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(Name)	(Title)	(Phone)	(Email)
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**ACWA Health Benefits Authority  
Board of Directors**

**NOMINATION FORM**

\_\_\_\_\_  
Nominee – print full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Participating Agency (District)

\_\_\_\_\_  
Name of Person Making this Nomination

\_\_\_\_\_  
Date of Nomination



\_\_\_\_\_  
Concurring Agency #1 -- attach written confirmation of concurrence from this Agency

\_\_\_\_\_  
Concurring Agency #2 -- attach written confirmation of concurrence from this Agency

\_\_\_\_\_  
Concurring Agency #3 -- attach written confirmation of concurrence from this Agency

**Please mail to:  
Barbara Duggen  
ACWA-HBA  
910 K Street, Suite 100  
Sacramento, CA 95814**

**Or fax to:  
(916) 325-2598**

**The deadline for your response is Wednesday, June 30, 2010**

**Nominations for Elections  
Following Ratification of the Amended and Restated  
ACWA Health Benefits Authority  
Joint Powers Agreement and Bylaws**

If you have indicated you are in favor of ratifying the amended and restated JPA Agreement and Bylaws approved by the ACWA HBA Board of Trustees on May 4, 2010, then we will need to have an election to fill 6 positions on the HBA Board of Directors.

We are looking to you for nominations of interested, willing persons to serve on the ACWA HBA board of Directors. In consideration of your time and money all nominations and elections will be conducted by mail. We sincerely appreciate your prompt response.

**THE PROCESS**

**Bylaws, Article III, Section 7. Nominations of Board of Directors.** Member Agencies, who participate in one of the self-funded plans offered through the Authority, may nominate one of its Directors or Management Staff for Membership on the Board of Directors in the following manner:

- (a) On forms provided by the Authority, **an Agency may place into nomination its Director or Management Staff for any open position with the written concurrence of at least three Agencies which are Members of the Authority in addition to the nominating Agency.**

**Bylaws, Article IV, Section 2. Composition and Selection.**

- (a) The Board of Directors shall consist of eleven members, as provided in the Bylaws. The members of the Board of Directors shall be ten members elected by the Membership so that there are five members from the Northern region, five members from the Southern region, and the Chair of the ACWA Insurance and Personnel Committee or his/her appointee, who shall serve in accordance with the terms of the ACWA board. Each region must have at least one member with less than twenty employees participating in HBA Benefit Coverage and one member with twenty or more employees participating in HBA Benefit Coverage. **Any eligible person must be enrolled in one of the HBA self-funded plans.** The Board of Directors is responsible for defining the areas of the Northern and Southern regions and may periodically review and modify by majority vote of this Board

(note: current North / South boundary line is the northern most Kern county line as drawn across the State of California)

(b) **Terms of Office.** Board of Directors first elected by the Membership in 2010 shall serve as follows:

<b>Board of Directors</b>		
<b>Position</b>	<b>Term</b>	
<b>1 Opening</b>	North Region Member *	2 years
<b>1 Opening</b>	North Region Member *	4 years
<b>1 Opening</b>	North Region member with less than 20 Employees	4 years
<b>Position</b>	<b>Term</b>	
<b>1 Opening</b>	South Region Member	4 years
<b>1 Opening</b>	South Region Member	4 years
<b>1 Opening</b>	South Region member with less than 20 Employees	4 years

\* The two North region positions: the person receiving the highest number of votes will fill the 4 year position and the person receiving the next highest will fill the 2 year position.

## ACWA Health Benefits Authority Proposed Initial Board of Directors

	Agency	Category	Position on New Board of Directors
	<b>OPEN</b>		North Region
	<b>OPEN</b>		South Region
Current eligible trustee	Tim Quinn	ACWA	North Region 20+ Director
	<b>OPEN</b>		North Region 20-
Current eligible trustee	Duane Frink	Foresthill PUD	North Region Director
	<b>OPEN</b>		North Region
Current eligible trustee	Glen Peterson	Las Virgenes MWD	South Region 20+ Director
	<b>OPEN</b>		South Region 20-
Current eligible trustee	Bob Gomperz	Foothill MWD	South Region Vice President
	<b>OPEN</b>		South Region
Current eligible trustee	Rick Gilmore	Byron-Bethany ID	Ins & Pers Comm Chair President

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: May 7, 2010

TO: Steve Wickstrum, General Manager  
FROM: Carol Belser, Park Services Manager  
SUBJECT: Recreation Area Monthly Report for May 2010

Visitation Comparison

The following is a comparison of visitations for May:

	May 2009	May 2010	April 2010
Visitor Days	74,396	72,876	69,932
Camps	7,074	5,847	6,125
Cars	18,599	18,219	17,483
Boats	1,083	804	822
Kayaks & Canoes	10	6	7

	Revenue
May 2009	\$331,344.26
May 2010	\$340,129.82
% Change	2.65

Fiscal Year to Date Visitation	
2008/2009	644,396
2009/2010	576,598
% Change	-10.522

Activities and Upcoming Events

The Spring Renaissance Festival was held Saturday and Sunday, May 22 and 23, 2010. The event organizer reported a total of 1,185 people attended the event over the two days.

Casitas Water Adventure opened for the season, Saturday, May 29, 2010. The opening went smoothly in regards to staffing schedules and mechanical issues. Staff implemented a new policy that coolers and ice chests are no longer allowed inside the Water Adventure fence due to excessive bees and trash issues. The public are not particularly pleased with the new policy, but so far the picnic area we offer adjacent to the Water Adventure provides them with a free shaded alternative to enjoy their picnic.

Ojai Wine Festival will be held on Sunday, June 13, 2010.

Boating/Fishing

There were 354 boat cables sold, 1,381 tags applied and 16 vessel re-inspections.

Night fishing tournament was held May 15 sponsored by the Anglers Choice. Thirty boats participated and \$900 in revenue from the tournament was deposited into the LCIF

Shoreline night fishing monitored by Casitas staff, was held May 20, 21, 22.

A fishing tournament was held May 22 sponsored by Anglers Choice. Twenty-five boats entered the tournament.

On May 31<sup>st</sup> we reopened Indian Mesa and Grindstone Point that had been closed off since March for spawning.

PSO IV Doan and PSO III Weinerth have formed a sub committee with Larry Elshere to discuss preparations and a plan of action regarding our fisheries due to the DFG moratorium on planting. Their finding will be brought before the Recreation Committee.

#### Incidents

During the Memorial Day weekend incidents included three DUIs and a confrontation in Campground K that resulted in California Highway Patrol and/or County Sheriff support.

#### Projects, Meetings and Training

A new protocol involving the Café Pass program was launched due to apparent excessive use of the pass with customers not patronizing the Café. The new protocol is attached, as well as the May 2010 report from Gary Wolfe. Lake staff, Gary Wolfe and Carlos and Nancy Hernandez all support the new protocol.

# Lake Casitas Recreation Area

## New Café Pass Program May 2010

The Marina Café Pass Program has been revised to provide more accurate accounting measures. The revised program is as follows:

If you are visiting the Lake Casitas Recreation Area just for a meal at the Marina Café your gate entry fee can be applied in full for your meal purchase.

Here is how the program works:

1. Tell the person at the gate you are here to eat at the Marine Café and pay the entry fee. You will be given a yellow pass to hang on your rearview mirror and a matching card to present at the Café.
2. The yellow pass is valid only for parking near the Marina Café and only valid for one and one-half hours from the time of your entry. After that time, or if you are anywhere in the park other than the road between the front gate and the Marine Café you are subject to a citation.
3. When ordering your meal at the Marina Café, give them the card you received at the gate, leave the pass hanging from your rearview mirror. Your bill will be reduced by the amount of your entry fee, either \$10 or \$15. There are no refunds, your order must be for at least the amount paid for Recreation Area entry.

We hope you enjoy your visit to the Lake Casitas Recreation Area and the Marina Café.

Marina Café  
Marina Café Parking  
For the month of May 2010

Date	Voucher Number	Amount of Sale	Cash Returned	Daily Total
05/14/10	15301	34.42	10.00	
	15302	19.38	10.00	
	15303	19.70	10.00	
	15304	33.34	10.00	
	15305	23.17	10.00	
	15306			
	15307	30.58	20.00	
	15308	28.58	10.00	
	15309	Not redeemed		80.00
05/15/10	15310	21.54	15.00	
	15311	21.54	15.00	
	15312	21.97	15.00	
	15313	20.57	15.00	
	15314	32.31	15.00	
	15315	25.87	15.00	
	15316	49.04	15.00	105.00
05/16/10	15317	27.77	15.00	
	15318	21.05	15.00	
	15319	20.46	15.00	
	15320	Not redeemed		
	15321			
	15322	47.52	30.00	
	15323	31.72	15.00	
	15324	19.38	15.00	
	15325	16.18	15.00	
	15326	92.82	15.00	
	15327	23.54	15.00	
	15328	27.01	15.00	
	15329	21.87	15.00	
	15330	22.62	15.00	
	15331	23.27	15.00	
	15332	15.70	15.00	
	15333	34.69	15.00	
	15334	19.38	15.00	
	15335	20.46	15.00	270.00
05/17/10	15336	32.31	10.00	
	15337	15.05	10.00	
	15338	21.00	10.00	
	15339	21.87	10.00	40.00
05/18/10	15340	38.16	10.00	
	15341	28.52	10.00	
	15342	18.78	10.00	30.00
05/19/10	15343	21.87	10.00	
	15344	19.92	10.00	
	15345	Not redeemed		
	15346	16.18	10.00	



Marina Café  
Marina Café Parking  
For the month of May 2010

Date	Voucher Number	Amount of Sale	Cash Returned	Daily Total
	15347	10.77	10.00	40.00
05/20/10	15348			
	15349	25.76	20.00	
	15350	29.07	10.00	
	15351	25.38	10.00	
	15352	10.77	10.00	
	15353	21.33	10.00	
	15354	14.56	10.00	70.00
05/21/10	15355	23.76	10.00	
	15356	27.93	10.00	
	15357	17.21	10.00	
	15358	Not redeemed		
	15359	12.39	10.00	40.00
05/22/10	15360	Not redeemed		
	15361	24.57	15.00	
	15362	19.38	15.00	
	15363	21.54	15.00	
	15364	15.10	15.00	
	15365	16.45	15.00	
	15366	18.84	15.00	
	15367	17.70	15.00	
	15368	19.16	15.00	
	15369	61.11	15.00	
	15370	22.57	15.00	
	15371	19.59	15.00	
	15372	22.84	15.00	180.00
05/23/10	15373	21.97	15.00	
	15374	Not redeemed		
	15375	39.84	15.00	
	15376	26.41	15.00	
	15377	30.42	15.00	
	15378	19.65	15.00	
	15379	24.79	15.00	
	15380	21.00	15.00	
	15381	18.29	15.00	
	15382	38.81	15.00	
	15383	Not redeemed		135.00
05/24/10	15384	12.94	10.00	
	15385	21.49	10.00	
	15386	14.83	10.00	
	15387	10.77	10.00	
	15388	12.72	10.00	50.00
05/25/10	15389	10.23	10.00	
	15390	6.68	6.68	
	15391	26.36	10.00	
	15392	21.11	10.00	

Marina Café  
Marina Café Parking  
For the month of May 2010

Date	Voucher Number	Amount of Sale	Cash Returned	Daily Total
	15393	25.76	10.00	
	15394	22.08	10.00	
	15395	21.54	10.00	
	15396	20.13	10.00	76.68
05/26/10	15397	21.33	10.00	
	15398	10.83	10.00	20.00
05/27/10	15399	11.31	10.00	
	15400	20.46	10.00	
	15401	13.41	10.00	30.00
05/28/10	15402	17.40	10.00	
	15403	10.72	10.00	
	15404	19.32	10.00	
	15405	23.71	10.00	40.00
05/29/10	15406	16.67	15.00	
	15407	18.84	15.00	
	15408	16.94	15.00	
	15409	18.84	15.00	
	15410	18.29	15.00	
	15411	15.79	15.00	
	15412	33.40	15.00	
	15413	19.59	15.00	120.00
05/30/10	15414	16.67	15.00	
	15415	18.02	15.00	
	15416	17.21	15.00	
	15417	21.11	15.00	
	15418	19.38	15.00	
	15419	16.45	15.00	
	15420	15.59	15.00	
	15421	37.24	15.00	
	15422	15.86	15.00	
	15423	22.62	15.00	
	15424	Not redeemed		
	15425	23.44	15.00	
	15426	24.30	15.00	
	15427	20.19	15.00	195.00
05/31/10	15428	32.69	15.00	
	15429			
	15430	15.16	15.00	
	15431	20.46	15.00	
	15432	19.65	15.00	
	15433	17.97	15.00	75.00
			1,596.68	1,596.68

# WESTERN OUTDOOR NEWS



Bluefin<sup>\$2.25</sup>  
Show  
Overnight  
bluefin  
recorded,  
See p1



**DAN BLANCO** took over honors for the heaviest catch of an early season when on Wednesday, May 5 he landed this 15-pound, 10-ounce trophy brown trout at June Lake. The Cucamonga angler was soaking red salmon egg Power Bait close to the tule-lined shoreline. **WON**  
PHOTO BY MARTIN STRELNECK



### MEGA CAT:

Diamond Valley Lake gave up (get this) a 52.81-pound catfish, which is the biggest DVL fish to date, p8

### SLIME TIME?

The first barracuda of the season came and went in a matter of days down off County Line, p12

### CRUNCH TIME:

The **WON BASS** season is in full stride and four Nitro bass boats with Mercury outboards are on the line, see **WON BASS** supplement inside

### YELLOW FEVER:

La Jolla and Point Loma remain the places to be for shots at forkies, p1

**BETTER BASS** — With the haphazard trout planting schedule this past year, a number of big bass at Lake Casitas have been looking quite anemic due to the lack of a consistent food source. Brian Dickerson, however, stumbled upon a healthy 10.4 pounder this past week while fishing with guide Rod Thigpin. The fish took a plastic worm fished on 10-pound Triple Fish line.

# Opinion

letters@ojaivalleynews.com

Ojai Valley News • Wednesday, June 16, 2010 A5

## Ojai Wildlife League plea letter

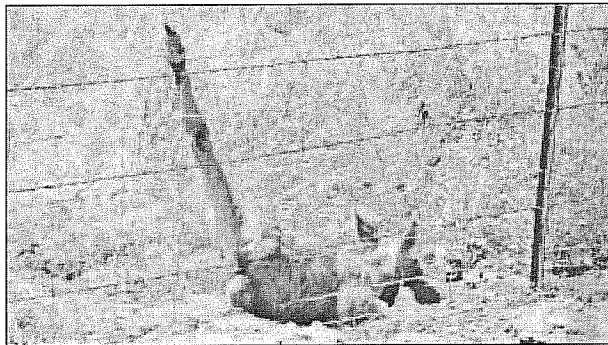
Request to reject fencing plan, environmental impact study at least

*The Ojai Wildlife League*  
This is a letter the league sent to Jack Collins, Bureau of Reclamation, regarding the construction by Lake Casitas Municipal Water District of a new 6-foot chain-link fence topped with barbed wire tilted inward, along Santa Ana Road from Highway 150 to Lake Casitas Dam.

It is our understanding that the Bureau of Reclamation is the agency acting as the landlord and property owner of Lake Casitas, including the land under and adjacent to the lake. It is also our understanding that lands under the umbrella of the Bureau of Reclamation are to be protected from development, thus implying they are to be left in a natural state, including the wildlife that live there. We understand that you have a final say on whether or not this fence can be built and therefore we address our concerns to you, especially in the face of having been overruled by the Casitas Municipal Water District board at their meeting of May 26, 2010. The Ojai Wildlife League sees this fence as being in direct conflict with the Bureau of Reclamation's stated purposes on behalf of the taxpayers. We feel that this fence will cause harm to local wildlife, especially larger animals, and could inadvertently cause a danger to motorists affected by disoriented wildlife attempting to get access to the lake.

These are open lands that house a myriad of wildlife who use this lake as a water source. As the water drains in from streams surrounding the lake, both above-ground and underground, it becomes a primary source of water for wildlife in summer and fall as streams go dry.

Currently, the Casitas Municipal Water District board is claiming that this fence will have no impact as they claim that wildlife can crawl through "some of the



Julia Di Sieno, of the Animal Rescue Team in Santa Barbara, took this photo of a fawn stuck in a fence. The fawn's mom and sibling stood guard over the fawn during the entire rescue. "Happily her injuries were only superficial," said Di Sieno. They plan to release the fawn back where she came from.

18-inch culverts under the road or climb through thickets within the gullies that are too difficult to fence." The board didn't seem to know exactly how many of these culverts and thickets there were.

Clearly these few culverts and thickets do not meet the definition by Department of Fish and Game as wildlife corridors, which are miles wide, not inches wide — especially when it is considered that this fence will create a solid high fence line all along Santa Ana Road as it links up with pre-existing fences erected by Casitas and other private landowners.

This fence, if allowed to progress, will in effect be a wall that is miles long. There is also a question as to the legality of this type of fencing under the current zoning laws in this county.

No environmental impact report was done concerning impact on wildlife.

"Director Kaiser questioned the current wildlife corridors and paths and asked if they were studied. Mr. Cole explained that specific studies on that were not conducted." (From hearing on May 28, 2010).

We need to ask ourselves what was and is the intent of the bureau when they

created this watershed and lake for a water supply. Was it to provide recreational businesses for the profit of a small group of owners? Because we believe that the motivation behind this fence is to prevent people from entering the lake without paying fees.

They are claiming that they are concerned because someone allegedly tried to bring a boat in along some area which could pose a danger by bringing in the quagga mussel. However, exactly where and when this occurred is unclear. And looking at the terrain, we doubt this could have happened. And "trying to enter" and succeeding are two different things. There is so much activity and people that we doubt anyone could ever be successful at entering with a boat in this area.

Also there is a berm that runs along the side of the road, with a drop-off of between 1 foot to almost 4 feet before the land becomes rough terrain. We feel this is a natural and effective deterrent and there is no need for any type of fencing.

### Additional Concerns:

The federal government, through the arm of the Bureau of Reclamation, has

given this for-profit partnership a gift — the gift of essentially free water, the gift of a very favorable 50-year lease of the land, the allowing of tremendous improvements which generate major cash, the allowing of major events, boating, fishing, camping, a water park for children, a fee for coming into the park, a fee for dogs, etc., etc., and the many other cash opportunities that the lake has relentlessly pursued.

These activities seriously degrade the quality of the water being sold to the Ojai Valley community. The CMWD board continues to allow the use of lead sinkers by fishermen, which have been further adding to this degradation of the water.

As an active wildlife organization in the Ojai-Ventura area we believe that this is a travesty to the lands, wildlife and people who live in this area. We hope you will reject this plan, or at the very least require an environmental impact study and reconsideration of the type of fencing being proposed.

Thank you for your consideration of our concerns.

— For the Ojai Wildlife League: Sue Williamson, Marty Fast, Suza Francina and Jodi Brandt

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## Save area wildlife by stopping fence

I am deeply concerned about the 6-foot-high chain link fence proposed to built around Lake Casitas. It is unnecessary and dangerous since it prevents the wild animals that need to go there at night to drink water so they can live and not die in the hot, sometimes 110-degree, Ojai summers. I have seen small wild animals die here in that heat from lack of drinking water. That fence would cause them to go into town to look for water and we do not want the bears and deer to have to go downtown and get killed. So please, stop building of this fence and save the wildlife of the Ojai Valley!

— L.S. Letterman, Ojai

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
06/17/10**

Type of Invest	Institution	Date of Maturity	Amount of Deposit	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity	Weighed Average Days to Maturity
*TB	TREASURY BILL		\$0				0.00%		
	<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>		<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>		
*CD	CD -		\$0	\$0	0.000%		0.00%		
	<b>Total Certificates of Deposit: (11.13506)</b>		<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>		
**	<b>LAIF as of: (11-00-1050-00)</b>	N/A	<b>\$12,650,682</b>	<b>\$12,650,682</b>	0.60%	Estimated	<b>75.52%</b>		
***	<b>COVI as of: (11-00-1060-00)</b>	N/A	<b>\$4,100,984</b>	<b>\$4,100,984</b>	1.67%	Estimated	<b>24.48%</b>		
	<b>TOTAL FUNDS INVESTED</b>		<b>\$16,751,665</b>	<b>\$16,751,665</b>			<b>100.00%</b>		
	Total Funds Invested last report		\$16,751,665	\$16,751,665					
	Total Funds Invested 1 Yr. Ago		\$14,557,174	\$14,557,174					
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>		<b>\$177,129</b>	<b>\$177,129</b>					
	<b>TOTAL CASH &amp; INVESTMENTS</b>		<b>\$16,928,794</b>	<b>\$16,928,794</b>					
	TOTAL CASH & INVESTMENTS 1 YR AGO		\$14,977,334	\$14,977,334					

\*CD CD - Certificate of Deposit

\*TB TB - Treasury Bill

\*\* Local Agency Investment Fund

\*\*\* County of Ventura Investment Fund

Estimated interest rate, actual not due at present time.

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.