



Board of Directors

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
Meeting to be held at the
Casitas Board Room
1055 Ventura Ave.
Oak View, CA 93022
October 23, 2019 @ 3:00 PM

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

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentations on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a. Minutes of the October 9, 2019 Board Meeting.
[10 09 2019 Minutes.pdf](#)

7. ACTION ITEMS

- 7.a. Review, Approve and Accept District Accounts Payable Report for 9/26/19 - 10/9/19.
[Accounts Payable Report.pdf](#)
- 7.b. Resolution setting the time and place of the November 13, 2019 Board Meeting to be held at 4:00 p.m. in the Community Room at the City of Ventura's offices.
[Reso changing time and location of meeting.pdf](#)
- 7.c. Resolution cancelling the Board Meetings of November 27, 2019 and December 25, 2019.
[Reso cancelling meetings.pdf](#)
- 7.d. Approve and Authorize the General Manager to sign a Task Order for engineering design services to MNS Engineers, Inc. in the not to exceed amount of \$62,940 for the Pleasant Avenue and Daly Road Pipeline Replacement.
[191016 - Board Memo for Pleasant & Daly Engineering Consultant Services.pdf](#)
- 7.e. Approve and Authorize the General Manager to sign an agreement with Lauterbach & Associates, Architects, Inc. for design services for the Treatment Plant Building Addition and San Antonio Building Construction in the not to exceed amount of \$64,000.
[191023 - Board Memo for Treatment Plant Building Addition and San Antonio Building Construction.pdf](#)
- 7.f. Approve and Authorize the General Manager to enter into an agreement for professional engineering consulting services with Kennedy Jenks Consultants, Inc. for the Water Quality Improvements at Marion R. Walker Treatment Plant for a fee not to exceed \$41,920.
[BoardMemo KJ MRW Treatment Plant.pdf](#)
[Casitas DBP Control proposal_JTS.pdf](#)
- 7.g. Approve Attachment A, First Amendment to the October 7, 2011 Lake Casitas Recreation Area Management Agreement Contract 11-LC-20-2016 (Attachment B), for inclusion of an Open Space agreement between Casitas Municipal Water District and the United States Department of the Interior Bureau of Reclamation.
[Oct.2019 Cover Memo.Board.Open Space Management.pdf](#)
[Attach.A.Casitas MA Amendment_OpenSpaceLands 10.02.2019.pdf](#)
[Attach.B.Recreation Management Agreement 10 07 2011.pdf](#)
[Attach.C.1978.Interim.Open.Space.pdf](#)
[Attach.D.Ordinance.81.2.Teague.Memorial.Watershed \(2\).pdf](#)
- 7.h. Discussion and possible adoption of a Resolution Declaring an Emergency regarding the Robles Diversion Debris Removal.

8. INFORMATION ITEMS

- 8.a. Hydrologic Status Report for September 2019.
[1909 September 2019.pdf](#)
- 8.b. Lake Casitas Recreation Area Report for August, 2019.
[LCRA 8.August.2019 \(1\).pdf](#)
- 8.c. Executive Committee Minutes
[Exec Minutes 101119.pdf](#)
- 8.d. Water Resources Committee Minutes
[Water Resources Minutes 101519.pdf](#)
- 8.e. Notice of Completion for Robles Canal Panel Replacement, Spec. No. 19-413.
[Notice of Completion.pdf](#)
- 8.f. CFD 2013-1 Report
[CFD 2013-1 Project Cost 10-09-2019.pdf](#)
- 8.g. State Water Project - Interconnect Project Report.
[SWP Intertie Project Cost 10-11-2019.pdf](#)
- 8.h. Investment Report
[Investment Report 10-09-19.pdf](#)
- 9. GENERAL MANAGER COMMENTS
- 10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
- 11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).
- 12. ADJOURNMENT



Minutes of the Casitas Municipal Water District
Board Meeting Held
October 9, 2019

A meeting of the Board of Directors was held October 9, 2019 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California.

1. Call to Order

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

2. Roll Call

Directors Word, Spandrio, Brennan, Baggerly and Kaiser were present. Also present were General Manager Mike Flood, Clerk of the Board Rebekah Vieira and Attorney John Mathews. There were three staff members and one member of the public in attendance.

3. Pledge of Allegiance

President Kaiser led the Pledge of Allegiance.

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

No Changes

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

None

6. Consent Agenda

6.a. Minutes of the September 25, 2019 Board Meeting.

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

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

7. Action Items

7.a. Review, Approve and Accept District Accounts Payable Report for 9/12/19 – 9/25/19.

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

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

7.b. Approve and Authorize the General Manager to sign a Task order for engineering design services to MKN and Associates, Inc. in the not to exceed amount of \$30,185.00 for the Heidelberger Pump Station and Tank Sites Slope Stabilization.

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

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

7.c. Waive a minor irregularity and Award a contract to Tomar Construction, Inc. in the amount of \$182,000.00 for the District Office Remodel, Specification No. 19-422.

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

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

7.d. Authorize and Approve an amendment to the agreement for Professional Engineering Services with Kennedy Jenks Consultants, Inc. for preparation of the Casitas-Ventura State Water Project Interconnection Preliminary Design for a fee not to exceed \$249,224, an increase of \$9,280.

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

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

- 7.e. Approve Change Order No. 2 for the Ventura Street Water Main Replacement project (Specification #18-404) to Tierra Construction, Inc. in the amount of \$194,000.00 for installation of 1,000' of 12" water main in Rincon Street and Ojai Avenue in the Ojai Water System.

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

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

Director Baggerly asked for a report on the State Water Interconnect to be provided to the Board.

8. Information Items

- 8.a. Finance Committee Minutes
- 8.b. Recreation Committee Minutes
- 8.c. Engineering Status Report
- 8.d. Consumption Report
- 8.e. Investment Report

The Information Items were offered by Director Word, seconded by Director Brennan and approved by the following roll call vote:

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

9. General Manager Comments

Mr. Flood informed the board of a service line leak in front of Wendy's today with staff doing a great job getting it under control. He then discussed the status of obtaining the needed permits for the Forebay Restoration Project. Some permits are awaiting signature and we are waiting for the Army Corp and Fish & Wildlife permits.

10. Board of Director Reports on Meetings Attended

None

11. Board of Director Comments Per Government Code Section 54954.2(a)

Director Brennan mentioned some information that he was going to provide to the General Manager regarding Procure America. He also asked about preparedness for possible power shutdowns. Mr. Flood answered questions regarding obtaining generators if needed. The district has not been notified of a shutdown but has provided Edison with a list of critical facilities.

President Kaiser moved the meeting to closed session at 3:45 p.m.

12. Closed Session

12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code §54956.9(a)

Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura; and City of San Buenaventura v. Abbott et al., Los Angeles County Superior Court, Complex Civil Division, Case No. CPF-14-513875.

President Kaiser moved the meeting back into open session at 4:07 p.m. with Mr. Mathews stating there was no action taken.

13. Adjournment

President Kaiser adjourned the meeting at 4:08 p.m.

Brian Brennan, Secretary

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 09/26/19-10/09/19
Presented to the Board of Directors For Approval October 23, 2019

Check	Payee		Description	Amount
000915	Payables Fund Account	# 9759651478	Accounts Payable Batch 100319	\$731,668.51
000916	Payables Fund Account	# 9759651478	Accounts Payable Batch 100919	\$255,827.82
				\$987,496.33
000917	Payroll Fund Account	# 9469730919	Estimated Payroll 11/07/19	\$200,000.00
			Total	\$1,187,496.33

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, 000915-000917 have been duly audited is hereby certified as correct.

Denise Collin 10/9/19

 Denise Collin, Chief Financial Officer

 Signature

 Signature

 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 10/05/19
Pay Date of 10/10/19
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 10/7/19
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

A/P Fund

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

000914	A/P Checks:	035655-035775
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	035707, 035722, 035723, 035724, 035725

000915	A/P Checks:	035776-035788
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	

 10/9/19

 Denise Collin, Chief Financial Officer

 Signature

 Signature

 Signature

NDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	10/03/2019			035707		
	C-CHECK	V	10/03/2019			035722		
	C-CHECK	V	10/03/2019			035723		
	C-CHECK	V	10/03/2019			035724		
	C-CHECK	V	10/03/2019			035725		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		5	0.00	0.00	0.00
BANK:	TOTALS:	5	0.00	0.00	0.00

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0049	STATE OF CALIFORNIA							
I-T2 201909261590	State Withholding	D	10/09/2019	455.84		000000		
I-T2 201909271592	State Withholding	D	10/09/2019	1,023.76		000000		
I-T2 201909271593	State Withholding	D	10/09/2019	12.02		000000		
I-T2 201909301594	State Withholding	D	10/09/2019	0.12		000000		
I-T2 201910071606	State Withholding	D	10/09/2019	14,199.85		000000		15,691.59
0128	INTERNAL REVENUE SERVICE							
I-T1 201909261590	Federal Withholding	D	10/09/2019	1,159.73		000000		
I-T1 201909271592	Federal Withholding	D	10/09/2019	2,524.23		000000		
I-T1 201909271593	Federal Withholding	D	10/09/2019	80.60		000000		
I-T1 201909301594	Federal Withholding	D	10/09/2019	0.25		000000		
I-T1 201910071606	Federal Withholding	D	10/09/2019	37,713.05		000000		
I-T3 201909261590	FICA Withholding	D	10/09/2019	1,212.94		000000		
I-T3 201909271592	FICA Withholding	D	10/09/2019	2,397.80		000000		
I-T3 201909271593	FICA Withholding	D	10/09/2019	109.12		000000		
I-T3 201909301594	FICA Withholding	D	10/09/2019	0.16		000000		
I-T3 201910011595	FICA Withholding	D	10/09/2019	14.84		000000		
I-T3 201910071606	FICA Withholding	D	10/09/2019	34,160.36		000000		
I-T4 201909261590	Medicare Withholding	D	10/09/2019	283.68		000000		
I-T4 201909271592	Medicare Withholding	D	10/09/2019	560.76		000000		
I-T4 201909271593	Medicare Withholding	D	10/09/2019	25.52		000000		
I-T4 201909301594	Medicare Withholding	D	10/09/2019	0.02		000000		
I-T4 201910011595	Medicare Withholding	D	10/09/2019	3.48		000000		
I-T4 201910071606	Medicare Withholding	D	10/09/2019	9,112.88		000000		89,359.42
0187	CALPERS							
C-PEP201909261590	PEPRA ADJUSTMENT	D	10/09/2019	1,183.98CR		000000		
C-PEP201909271592	PEPRA ADJUSTMENT	D	10/09/2019	2,206.37CR		000000		
C-PEP201909301594	PEPRA ADJUSTMENT	D	10/09/2019	0.08CR		000000		
I-PBP201910071606	PERS BUY BACK	D	10/09/2019	161.96		000000		
I-PEB201910071606	PEPRA EMPLOYEES PORTION	D	10/09/2019	6,993.37		000000		
I-PEE201909261590	PERS EMPLOYEE PORTION	D	10/09/2019	630.18		000000		
I-PEE201909271592	PERS EMPLOYEE PORTION	D	10/09/2019	1,178.20		000000		
I-PEE201909301594	PERS EMPLOYEE PORTION	D	10/09/2019	0.08		000000		
I-PEM201910071606	PERS EMPLOYEE PORTION MGMT	D	10/09/2019	2,568.27		000000		
I-PEP201909301594	PEPRA ADJUSTMENT	D	10/09/2019	0.08		000000		
I-PER201910071606	PERS EMPLOYEE PORTION	D	10/09/2019	6,412.53		000000		
I-PRA201909261590	PERS EMPLOYER PORTION	D	10/09/2019	703.83		000000		
I-PRA201909271592	PERS EMPLOYER PORTION	D	10/09/2019	1,320.84		000000		
I-PRA201909301594	PERS EMPLOYER PORTION	D	10/09/2019	0.09		000000		
I-PRB201910071606	PEBRA EMPLOYER PORTION	D	10/09/2019	7,236.82		000000		
I-PRR201910071606	PERS EMPLOYER PORTION	D	10/09/2019	11,147.97		000000		34,963.79

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0724	BUREAU OF RECLAMATION							
I-092719	Ltr of Agreement 19-WC-25-5506	R	9/30/2019	5,000.00		035655		5,000.00
0010	AIRGAS USA LLC							
I-9093161370	Cylinder Rentals - PL	R	10/03/2019	340.77		035656		
I-9964777209	Cylinder Rentals - PL	R	10/03/2019	255.43		035656		596.20
0012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-658991	Wiring - TP	R	10/03/2019	635.73		035657		635.73
0569	ALLCABLE							
I-4013191	Patch Cords - EM	R	10/03/2019	266.25		035658		266.25
0784	AM Conservation Group, Inc.							
I-IN0325717	Cnservation Giveaways - PR	R	10/03/2019	1,259.29		035659		1,259.29
0836	AMERICAN RED CROSS							
I-22219928	Lifeguard Training - WP	R	10/03/2019	164.00		035660		164.00
0417	APPLIED INDUSTRIAL TECHNOLOGY							
I-7017180755	Brush System Parts - PL	R	10/03/2019	1,247.21		035661		
I-7017256461	Silicone Rubber - EM	R	10/03/2019	32.22		035661		
I-7017256805	Sealant - EM	R	10/03/2019	14.89		035661		1,294.32
0014	AQUA-FLO SUPPLY							
I-SI1423975	Hand Pump w/Hose - PL	R	10/03/2019	68.47		035662		
I-SI1427664	Hydrant Wrench - TP	R	10/03/2019	34.20		035662		
I-SI1429286	PVC Fittings - WP	R	10/03/2019	58.47		035662		
I-SI1430241	Blade, Glue, Primer - UT	R	10/03/2019	83.29		035662		
I-SI1432925	Fittings, Pipe, Cement - PL	R	10/03/2019	233.20		035662		
I-SI1434172	Fittings & Tape - WP	R	10/03/2019	34.45		035662		
I-SI1434873	Hose Cap - TP	R	10/03/2019	4.45		035662		
I-SI1435309	Backflow Preventer - LCRA	R	10/03/2019	606.94		035662		1,123.47
2179	Art Street Interactive							
I-1772	Reservation Sys. Hosting/Maint	R	10/03/2019	542.15		035663		542.15
1666	AT & T							
I-000013670871	Acct#9391062398	R	10/03/2019	109.23		035664		109.23
3429	AT&T							
I-3106716277	Fiber Optic Cable to LCRA	R	10/03/2019	19,659.10		035665		
I-5843160508	Acct#8310009376372	R	10/03/2019	1,302.40		035665		
I-6134310505	Acct#8310006908483	R	10/03/2019	1,073.11		035665		22,034.61

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4202	AT&T							
I-091819	Acct#296003321	R	10/03/2019	45.00		035666		45.00
0036	BC TREE SERVICE, INC							
I-082119	Trim& Cut Trees@De La Garrigue	R	10/03/2019	1,000.00		035667		
I-3155	Trime & Cut Trees @ DO	R	10/03/2019	500.00		035667		
I-3162	Trim & Cut Trees@Casitas Vista	R	10/03/2019	900.00		035667		2,400.00
4111	Roadpost, Inc.							
I-BU01163196	Sat Phone Service - TP	R	10/03/2019	55.35		035668		55.35
3207	BMI PacWest Inc.							
I-012839	AC Maint. SA Welldfield - EM	R	10/03/2019	1,262.00		035669		
I-012841	AC Maint. Signal - EM	R	10/03/2019	374.00		035669		
I-012842	AC Maint. Heidelberger - EM	R	10/03/2019	374.00		035669		2,010.00
4123	Mark Bodycombe							
I-090319	2019SC000978 9/19	R	10/03/2019	670.00		035670		670.00
3059	Brenntag Pacific Inc.							
I-BPI984666	Chlorine for Ojai Sys. - TP	R	10/03/2019	1,076.34		035671		1,076.34
0463	Cal-Coast Machinery							
I-576924	Gasket & Thermostat - Unit 114	R	10/03/2019	21.73		035672		21.73
0065	CALIFORNIA PARK & REC SOCIETY							
I-061919	CPRS Membership 10/19-9/20	R	10/03/2019	555.00		035673		555.00
4517	Maggie Campa							
I-824418	WP Ticket Refund - LCRA	R	10/03/2019	60.00		035674		60.00
3702	Cannon Corporation							
I-69901	De La Garrigue Bride Rep. -ENG	R	10/03/2019	1,046.50		035675		
I-69902	Rice Bridge Replacement - ENG	R	10/03/2019	1,046.50		035675		2,093.00
0707	CHARLES P. CROWLEY CO.							
I-26242	Ammonia Pump - TP	R	10/03/2019	2,139.51		035676		2,139.51
0443	CHISUM'S FLOOR COVERING							
I-16081	Epoxy - WHS	R	10/03/2019	120.45		035677		120.45
2322	Coast Cart, Inc.							
I-16516	Headlight - Cart 9395	R	10/03/2019	111.04		035678		111.04

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1843	COASTAL COPY I-872846 Copier Usage - LCRA	R	10/03/2019	172.82		035679		172.82
0060	COASTLINE EQUIPMENT I-621364 Inspection & Repair - Unit 116	R	10/03/2019	5,479.45		035680		5,479.45
0719	CORELOGIC INFORMATION SOLUTION I-81982724 Realquest Subscription	R	10/03/2019	137.50		035681		137.50
1498	Department of Industrial Relat I-P1668709SN Lazy River Inspect Fee - WP	R	10/03/2019	146.25		035682		146.25
0662	Diamond A Equipment I-P32361 Assembly Joint - Unit 281	R	10/03/2019	602.26		035683		602.26
1138	Linda Dye I-805310 Camping Cancellation - LCRA	R	10/03/2019	109.00		035684		109.00
0086	E.J. Harrison & Sons Inc I-2264 Acct#1C00053370	R	10/03/2019	204.97		035685		204.97
0086	E.J. Harrison & Sons Inc I-2284 Acct#1C00054230	R	10/03/2019	5,721.69		035686		5,721.69
0086	E.J. Harrison & Sons Inc I-2285 Acct#1C00054240	R	10/03/2019	354.08		035687		354.08
0095	FAMCON PIPE & SUPPLY C-S100013723.001 Poly Chamber Return - PL	R	10/03/2019	110.47CR		035688		
	I-S100012019.001 Joint & Pipe - PL	R	10/03/2019	237.02		035688		
	I-S100012151.001 Romac Bolts - PL	R	10/03/2019	1,901.65		035688		
	I-S100012269.001 Bolts & Lugs - PL	R	10/03/2019	2,606.98		035688		
	I-S100012399.001 Probe, Meter Lid, Shovel - UT	R	10/03/2019	117.98		035688		
	I-S100012501.001 Steel Blades - PL	R	10/03/2019	107.25		035688		
	I-S100012631.002 Bolts, Valves, Lugs - PL	R	10/03/2019	1,598.03		035688		
	I-S100012776.001 Lugs & Spool - PL	R	10/03/2019	303.52		035688		6,761.96
3640	Famcon Utility Supply, Inc. I-S100011519.001 Concrete Body - TP	R	10/03/2019	91.16		035689		91.16
0013	FERGUSON ENTERPRISES INC I-8016950 Cart Kit - MAINT	R	10/03/2019	35.13		035690		
	I-8017901 Diaphragm Kit - LCRA	R	10/03/2019	94.38		035690		
	I-8017901-1 Diaphragm Kit - LCRA	R	10/03/2019	94.38		035690		
	I-8040560 Fittings - UT	R	10/03/2019	48.54		035690		272.43

ENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 9/26/2019 THRU 10/09/2019

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
099	FGL ENVIRONMENTAL							
	I-910260A THM/HAA Monitoring 8/1/19	R	10/03/2019	817.00		035691		
	I-910622A Nitrate Monitoring 8/13/19	R	10/03/2019	43.00		035691		
	I-911032A Manganese Monitoring 8/20/19	R	10/03/2019	120.00		035691		
	I-911034A Nitrate Monitoring 08/20/19	R	10/03/2019	43.00		035691		
	I-911375A Nitrate Monitoring 8/27/19	R	10/03/2019	43.00		035691		
	I-911384A Robles Forebay 8/27/19	R	10/03/2019	204.00		035691		
	I-911512A Robles GW 8/29/19	R	10/03/2019	360.00		035691		1,630.00
518	Stanley Fischer							
	I-804712 Camping Cancellation - LCRA	R	10/03/2019	60.00		035692		60.00
101	FISHER SCIENTIFIC							
	C-3978163 Thermometer Refund - LAB	R	10/03/2019	223.62CR		035693		
	I-5585984 Disinfectant - LAB	R	10/03/2019	17.85		035693		
	I-6350384 Electrode - LAB	R	10/03/2019	251.32		035693		
	I-6350385 Sample Bottle - LAB	R	10/03/2019	64.15		035693		109.70
1713	FLUID MANUFACTURING							
	I-47065 Shower Tokens - LCRA	R	10/03/2019	1,051.75		035694		1,051.75
103	FRANK'S ROOTER & PUMPING							
	I-94061 Pressure Jet Drain Line - PL	R	10/03/2019	350.00		035695		350.00
104	FRED'S TIRE MAN							
	I-118375 Alternator/Battery - Unit 31	R	10/03/2019	498.12		035696		
	I-119134 Trailer Mount - TP	R	10/03/2019	84.24		035696		
	I-119639 Oil Service & Brakes - Unit 52	R	10/03/2019	300.17		035696		
	I-119770 Mount & Tire - Unit 281	R	10/03/2019	72.21		035696		954.74
280	FRY'S ELECTRONICS, INC.							
	I-7506262 256GB Sandisk - IT	R	10/03/2019	86.19		035697		86.19
519	Debbie Garcia							
	I-805403 Camping Cancellation - LCRA	R	10/03/2019	115.00		035698		115.00
115	GRAINGER, INC							
	I-8277250842 Shelf Bins - PL	R	10/03/2019	188.78		035699		
	I-9291133487 Epoxy - TP	R	10/03/2019	43.72		035699		
	I-9296076483 Life Jackets - MAINT	R	10/03/2019	386.83		035699		619.33
121	HACH COMPANY							
	I-11643889 Reagents - LAB	R	10/03/2019	135.71		035700		
	I-11647100 Chlorine Reagent - LAB	R	10/03/2019	42.58		035700		
	I-11653312 Reagents - LAB	R	10/03/2019	394.68		035700		572.97

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1520	Mary Hollis							
I-794880	Camping Cancellation - LCRA	R	10/03/2019	175.00		035701		175.00
0596	HOME DEPOT							
I-125375	Floating Docks - LCRA	R	10/03/2019	1,841.62		035702		
I-1374414	Floating Docks - LCRA	R	10/03/2019	388.03		035702		
I-4613420	Spigot Flange - WHS	R	10/03/2019	13.50		035702		2,243.15
0894	HOSE-MAN, INC.							
I-5264098-0001-05	Water Hoses - PL	R	10/03/2019	128.76		035703		
I-5264833-0001-05	Water Hose - PL	R	10/03/2019	190.07		035703		318.83
0914	IE Safety Services, LLC							
I-1509	Crane Operator Course -OM/LCRA	R	10/03/2019	2,130.00		035704		2,130.00
0127	INDUSTRIAL BOLT & SUPPLY							
I-204017-1	Hex Fittings & Caps - TP	R	10/03/2019	7.07		035705		7.07
0910	J.W. ENTERPRISES							
I-314555	CT PUMPING - AVE 1 PP	R	10/03/2019	78.75		035706		
I-314556	CT PUMPING - VILLANOVA RES	R	10/03/2019	78.75		035706		
I-314557	CT PUMPING - OVPP	R	10/03/2019	78.75		035706		
I-314558	CT PUMPING - 4M PP	R	10/03/2019	78.75		035706		
I-314559	CT PUMPING - GRAND AVE	R	10/03/2019	78.75		035706		
I-314560	CT PUMPING - 4M RES.	R	10/03/2019	78.75		035706		
I-314561	CT PUMPING - SA PLANT	R	10/03/2019	157.50		035706		
I-314562	CT PUMPING - UPPER OJAI RES	R	10/03/2019	78.75		035706		
I-314563	CT PUMPING - 3M PUMP	R	10/03/2019	78.75		035706		
I-314564	CT PUMPING - SIGNAL RES	R	10/03/2019	78.75		035706		
I-314565	CT PUMPING - FAIRVIEW RES	R	10/03/2019	78.75		035706		
I-314566	CT PUMPING - CASITAS DAM	R	10/03/2019	78.75		035706		
I-314567	CT PUMPING - RINCON TANK	R	10/03/2019	78.75		035706		
I-314568	CT PUMPING - BATES RES	R	10/03/2019	78.75		035706		1,181.25
2344	Janitek Cleaning Solutions							
I-35579A	Carpet Cleaning - ADM	R	10/03/2019	510.00		035708		
I-35651A	Janitorial Services - DO	R	10/03/2019	1,959.10		035708		2,469.10
0131	JCI JONES CHEMICALS, INC							
I-801199	Chlorine - TP, CM 801211	R	10/03/2019	1,650.00		035709		1,650.00
0667	Kennedy/Jenks Consultants, Inc							
I-132777	Casitas/VTA SWP Pre Design	R	10/03/2019	44,120.00		035710		44,120.00

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4200 I-14330	Lauterbach & Associates, Inc. Architectural Services - ENG	R	10/03/2019	14,710.00		035711		14,710.00
3581 I-091619	Legend Pump & Well Service Inc Mutual Well #5 Inspection -ENG	R	10/03/2019	36,347.95		035712		36,347.95
2866 I-28886	Lexipol, LLC Subscription 6/19-5/20	R	10/03/2019	4,935.00		035713		4,935.00
0328 I-8291906 I-8291907 I-8291909	LIGHTNING RIDGE Work Clothes - LAB Work Clothes - FISH Work Clothes - UT	R R R	10/03/2019 10/03/2019 10/03/2019	297.73 98.00 1,571.10		035714 035714 035714		1,966.83
4521 I-846607	Starla Long WP Ticket Refund - LCRA	R	10/03/2019	74.00		035715		74.00
0793 I-100119	LOS ANGELES REGIONAL WATER Forebay Restoration Fees - ENG	R	10/03/2019	65,156.00		035716		65,156.00
4522 I-852301	Stephanie McCarthy WP Ticket Refund - LCRA	R	10/03/2019	75.00		035717		75.00
4523 I-864246	Nicole McCoy WP Ticket Refund - LCRA	R	10/03/2019	15.00		035718		15.00
0329 I-16698465	MCMASTER-CARR SUPPLY CO. Steel Wire CLoth - TP	R	10/03/2019	224.69		035719		224.69
4524 I-803771	Ryan Meagher Camping Cancellation - LCRA	R	10/03/2019	147.00		035720		147.00
0151 C-894767 C-895973 C-896557 I-892217 I-893688 I-893707 I-893779 I-893907 I-893959 I-893999 I-894152 I-894200 I-894362 I-894444 I-894623	MEINERS OAKS ACE HARDWARE Flange Return - MAINT Faucet Return - UT Sealer Return - LCRA Wire, Rope, Fittings - LCRA Batteries & Shears - UT Box, Bushings, Adapters - LCRA Asphalt Patch - LCRA Lumber, Sharpies, Cleaner - LCRA Vent & Pipe Strap - LCRA Pipe Strap, Elbow, Cement-LCRA Paintbrushes, Bolts, Screws-LCRA Paint - LCRA Wheel, Caps, Blade - LCRA Tape, Cleaner, Glue - WP Cord, Brush, Gloves - TP	R R R R R R R R R R R R R R R R	10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019	5.06CR 48.79CR 22.27CR 105.93 34.14 112.03 32.13 88.27 9.47 7.58 73.25 105.17 28.55 25.23 28.06		035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721 035721		

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-894669	Flanges, Bolts, Screws - MAINT	R	10/03/2019	31.55		035721		
I-894773	Bolts & Screws - MAINT	R	10/03/2019	30.21		035721		
I-894948	Paint & Blades - LCRA	R	10/03/2019	110.16		035721		
I-894961	Bolts & Screws - EM	R	10/03/2019	7.98		035721		
I-895029	Key, Leveler, Seal Tape - UT	R	10/03/2019	25.54		035721		
I-895030	Screwdriver Set & Lube - UT	R	10/03/2019	45.73		035721		
I-895079	Glue, Bolts, Screws - MAINT	R	10/03/2019	49.20		035721		
I-895099	Bags, Clamps, Bolts, Screws-TP	R	10/03/2019	70.53		035721		
I-895184	Batteris & Lysol - LCRA	R	10/03/2019	31.20		035721		
I-895276	Repellent & Concrete - WP	R	10/03/2019	25.15		035721		
I-895287	Pruners & Clamps - LAB	R	10/03/2019	25.84		035721		
I-895322	Clamps - TP	R	10/03/2019	2.03		035721		
I-895407	Float, Gloves, Concrete - LCRA	R	10/03/2019	142.89		035721		
I-895423	Swiffer & Clamp - EM	R	10/03/2019	15.49		035721		
I-895514	Cable Connector - EM	R	10/03/2019	16.58		035721		
I-895554	Sandblaster, Tape, Plugs - TP	R	10/03/2019	31.43		035721		
I-895579	Clorox, Ponges, Faucet - UT	R	10/03/2019	60.47		035721		
I-895760	Batteries & Dawn - WP	R	10/03/2019	26.85		035721		
I-895761	Trash Can - WP	R	10/03/2019	20.37		035721		
I-895769	Paint - PL	R	10/03/2019	32.18		035721		
I-895789	Fittings - LCRA	R	10/03/2019	20.47		035721		
I-895797	Binding & Line - MAINT	R	10/03/2019	25.06		035721		
I-895807	Plugs & Tape - LAB	R	10/03/2019	20.79		035721		
I-895820	Key - MAINT	R	10/03/2019	1.94		035721		
I-895826	Cord, Ties, Bolts, Screws - IT	R	10/03/2019	12.36		035721		
I-895840	Base & Paint Brushes - TP	R	10/03/2019	96.92		035721		
I-896062	Twine & Mouse Trap - WP	R	10/03/2019	15.21		035721		
I-896131	Plugs & Caps - EM	R	10/03/2019	24.39		035721		
I-896176	Tarp, Bolts, Screws - WP	R	10/03/2019	38.67		035721		
I-896195	Tape, Oil, Bolts, Screws -LCRA	R	10/03/2019	27.66		035721		
I-896299	Cleaner, Bleach, Batteries -EM	R	10/03/2019	47.42		035721		
I-896549	Bulbs - LCRA	R	10/03/2019	7.64		035721		
I-896744	Batteries - ENG	R	10/03/2019	21.45		035721		1,735.05
3444	Mission Linen Supply							
I-510757574	Uniform Pants - TP	R	10/03/2019	32.16		035726		32.16
3701	MNS Engineers, Inc.							
I-73379	Rincon PP Relocate Design -ENG	R	10/03/2019	510.00		035727		510.00
1876	NALCO COMPANY							
I-68413006	Anionic Polymer - TP	R	10/03/2019	889.59		035728		889.59

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3999	NRC Environmental Services, In Wash Rack Pump Out - GAR	R	10/03/2019	1,928.88		035729		1,928.88
0163	OFFICE DEPOT							
	I-374315057001 Office Supplies - DO	R	10/03/2019	157.66		035730		
	I-374315057002 Office Supplies - ADM	R	10/03/2019	55.79		035730		
	I-374316965001 Office Supplies - ENG	R	10/03/2019	6.96		035730		
	I-374316968001 Office Supplies - ADM	R	10/03/2019	4.61		035730		
	I-380106314001 Folders & Coffee Cleaner - DO	R	10/03/2019	68.35		035730		293.37
0625	OfficeTeam Admin Temp 9/23-9/27	R	10/03/2019	1,030.40		035731		1,030.40
0160	OILFIELD ELECTRIC CO, INC Rincon PP Elect. Upgrades	R	10/03/2019	19,190.00		035732		19,190.00
1570	Ojai Auto Supply							
	C-473123 Core Deposit Return - Unit 45	R	10/03/2019	18.00CR		035733		
	I-471147 Oil - Unit 88	R	10/03/2019	88.37		035733		
	I-473020 Battery & Core - Unit 45	R	10/03/2019	133.26		035733		
	I-473599 Wheel Cover - Unit 34	R	10/03/2019	12.53		035733		
	I-473675 Anti Freeze - Unit 234	R	10/03/2019	19.28		035733		
	I-473716 Fuel Filter - Unit 234	R	10/03/2019	1.48		035733		
	I-473957 AIr Filters - Unit 52	R	10/03/2019	14.23		035733		251.15
0165	OJAI LUMBER CO, INC Rock & Paint - EM	R	10/03/2019	7.36		035734		7.36
0884	OJAI TERMITE & PEST CONTROL, I Spray District Office - MAINT	R	10/03/2019	163.00		035735		
	I-196719 Monthly Rodent Service - MAINT	R	10/03/2019	75.00		035735		238.00
0168	OJAI VALLEY NEWS Visitors Guide - PR	R	10/03/2019	350.00		035736		350.00
2906	Craig R. Oswald Drywall & Flooring - EM	R	10/03/2019	2,700.00		035737		2,700.00
2495	Pacific Marine Repair Inc. Fuel Water Separator -Unit 135	R	10/03/2019	1,181.79		035738		1,181.79
2187	Pitney Bowes Inc Quarterly Postage Maint. - ADM	R	10/03/2019	112.61		035739		112.61

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0686	POLLARD WATER							
I-0149341	Dechlor Tablets - Pl	R	10/03/2019	214.65		035740		214.65
0823	POLYDYNE, INC.							
I-1389606	Cationic Polymer - TP	R	10/03/2019	19,095.00		035741		19,095.00
2637	David Pope							
I-Sept 19	Reimburse Expenses 9/19	R	10/03/2019	246.48		035742		246.48
0627	PORT SUPPLY							
I-008377	Pump Repair - Unit 83	R	10/03/2019	117.43		035743		117.43
2833	Praxair, Inc							
I-91805293	Liquid Oxygen - TP	R	10/03/2019	2,359.77		035744		
I-91867563	Liquid Oxygen - TP	R	10/03/2019	1,953.59		035744		
I-91914319	Liquid Oxygen - TP	R	10/03/2019	2,352.61		035744		6,665.97
0788	QUINN COMPANY							
I-11560701	Backhoe Rental - PL	R	10/03/2019	3,187.25		035745		3,187.25
9780	RDO EQUIPMENT COMPANY							
I-P17100	Chipper - Unit 234	R	10/03/2019	85.18		035746		85.18
0306	Rincon Consultants, Inc.							
I-12145	Vta St/Sunset Pl Tree Removal	R	10/03/2019	1,248.00		035747		
I-15042	Robles Cleanout - ENG	R	10/03/2019	7,792.61		035747		
I-150423	Timber Cutoff Wall Permits-ENG	R	10/03/2019	903.25		035747		
I-15045	Env.Serv. @ Sunset - ENG	R	10/03/2019	3,330.12		035747		
I-15046	Arborist @ Ojai Pipe - ENG	R	10/03/2019	1,125.75		035747		14,399.73
0313	ROCK LONG'S AUTOMOTIVE							
I-27604	Oil Service - Unit 47	R	10/03/2019	130.82		035748		
I-27668	Windshield - Unit 47	R	10/03/2019	48.58		035748		179.40
1109	SALVADOR LOERA TRANSPORTATION							
I-15549	Base - PL	R	10/03/2019	491.31		035749		
I-15629	Base - PL	R	10/03/2019	982.62		035749		
I-15785	Base - PL	R	10/03/2019	489.34		035749		1,963.27
2756	SC Fuels							
I-1498669-IN	Gas & Diesel - LCRA	R	10/03/2019	2,376.75		035750		
I-1507678-IN	Gas - DO	R	10/03/2019	3,824.03		035750		
I-1511166-IN	Gas & Diesel - LCRA	R	10/03/2019	3,410.78		035750		9,611.56

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3669	Sierra Traffic Service, Inc.							
I-28729	Traffic Control @ Grand - PL	R	10/03/2019	1,677.10		035751		
I-28823	Traffic Control @ Ojai Ave -PL	R	10/03/2019	2,251.80		035751		
I-28846	Traffic Control @ Fairview -PL	R	10/03/2019	1,273.60		035751		5,202.50
0048	STATE OF CALIFORNIA							
I-100119	State Water Plan Payment	R	10/03/2019	163,011.00		035752		163,011.00
0767	STATE WATER RESOURCES CONTROL							
I-090419	ELAP Certification Renewal	R	10/03/2019	3,289.00		035753		3,289.00
2703	Sunbelt Rentals							
I-91948771-0004	Trench Roller Rental - PL	R	10/03/2019	4,090.48		035754		
I-93478552-0001	Air Compressor Rental 9/4-9/5	R	10/03/2019	300.23		035754		
I-93534210-0002	Jumpin Jack Tamper Rental - PL	R	10/03/2019	135.28		035754		
I-93738639-0001	Hose for Mutual Well #5 - PL	R	10/03/2019	411.59		035754		4,937.58
3950	Jaime Tabares							
I-828240	Camping Cancellation - LCRA	R	10/03/2019	71.00		035755		71.00
1525	Nick Tabri							
I-791952	Camping Cancellation - LCRA	R	10/03/2019	85.00		035756		85.00
1526	Justin Terryberry							
I-862454	WP Ticket Refund - LCRA	R	10/03/2019	39.00		035757		39.00
1959	The Wharf							
I-120496	Work Jeans - MAINT	R	10/03/2019	193.73		035758		
I-123826	Fire Retardent Shirts - EM	R	10/03/2019	314.95		035758		
I-123828	Fire Retardent Shirts - EM	R	10/03/2019	339.20		035758		847.88
0317	TIERRA CONTRACTING INC							
I-090119	Vta St. Water Line Replace-ENG	R	10/03/2019	129,485.00		035759		129,485.00
2527	Traffic Technologies LLC							
I-32278	Signs for Building - DO	R	10/03/2019	177.79		035760		177.79
1516	Tri-County Locksmiths							
I-2091923	Door Lock Services - ADM	R	10/03/2019	491.75		035761		491.75
1527	Jessie Tucker							
I-870191	Camping Cancellation - LCRA	R	10/03/2019	60.00		035762		60.00

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4384 I-2034	Turf Image, Inc. Aerial Survey - ENG	R	10/03/2019	5,500.00		035763		5,500.00
1662 I-025-269394	TYLER TECHNOLOGIES, INC. Maint. Contracts 10/19-9/20	R	10/03/2019	3,618.24		035764		3,618.24
0225 I-18dsbfe4330 I-820190093	UNDERGROUND SERVICE ALERT Regulatory Costs - ENG 239 New Ticket Charges	R R	10/03/2019 10/03/2019	146.66 404.35		035765 035765		551.01
0825 I-013228	USA BLUEBOOK Autoclave Thermometer - LAB	R	10/03/2019	145.30		035766		145.30
0254 I-GC090619-2	VENTURA LOCKSMITHS Re-key Single Lock - MGMT	R	10/03/2019	457.11		035767		457.11
0257 I-093019a I-093019b	VENTURA RIVER WATER DISTRICT Acct#05-37500A Acct#03-50100A	R R	10/03/2019 10/03/2019	280.11 10.00		035768 035768		290.11
9955 I-241464 I-241534 I-241740 I-241839 I-241869	VENTURA WHOLESALE ELECTRIC Mutual Well #5 Wiring - EM Fittings, Tap, PVC - EM Fluke Multimeter - EM Plugs & Wire - EM Plugs, Connectors, Locknuts-IT	R R R R R	10/03/2019 10/03/2019 10/03/2019 10/03/2019 10/03/2019	98.05 792.27 420.23 133.61 67.95		035769 035769 035769 035769 035769		1,512.11
3758 I-9117-1908	County of Ventura - Fleet Serv RepairsPaint - Unit 83/95	R	10/03/2019	5,404.38		035770		5,404.38
1396 I-72332961	VULCAN CONSTRUCTION MATERIALS Cold Mix Asphalt - PL	R	10/03/2019	1,587.66		035771		1,587.66
2854 I-9676 I-9960	Water Works Engineers, LLC West End Ojai Ave PL - ENG West End Ojai Ave PL - ENG	R R	10/03/2019 10/03/2019	41,184.85 24,892.30		035772 035772		66,077.15
0663 I-78535628 I-78543394 I-78553679 I-78564613	WAXIE SANITARY SUPPLY Janitorial Supplies - LCRA Janitorial Supplies - LCRA Janitorial Supplies - LCRA Janitorial Supplies - LCRA	R R R R	10/03/2019 10/03/2019 10/03/2019 10/03/2019	2,834.65 194.90 418.46 73.66		035773 035773 035773 035773		3,521.67

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0330	WHITE CAP CONSTRUCTION SUPPLY							
	I-10011198774 Broom - UT	R	10/03/2019	130.56		035774		
	I-10011223135 Wrench & Nozzle - TP	R	10/03/2019	42.62		035774		
	I-10011236206 Blade, Scraper, Broom - PL	R	10/03/2019	797.91		035774		
	I-50011248961 Fiber Roll - UT	R	10/03/2019	82.40		035774		1,053.49
1528	Gregg Willson							
	I-Sept 19 Reimburse Expense 9/19	R	10/03/2019	104.71		035775		104.71
0323	ALLIANT INSURANCE SRVCS, INC							
	I-5082 Special Liability Insurance	R	10/09/2019	70,697.47		035776		70,697.47
1666	AT & T							
	I-000013672433 Acct#9391064013	R	10/09/2019	21.23		035777		21.23
1036	Brian Brennan							
	I-Sept 19 Reimburse Mileage 9/19	R	10/09/2019	162.40		035778		162.40
1647	JOEL COX							
	I-100819 Sensus Conference Advance	R	10/09/2019	138.00		035779		138.00
3888	Eric Lara							
	I-100819 Sensus Conference Advance	R	10/09/2019	888.00		035780		888.00
0188	PETTY CASH							
	I-100719 Replenish Safe - LCRA	R	10/09/2019	100.00		035781		100.00
3979	Edgar Ramos Jr.							
	I-100819 Sensus Conference Advance	R	10/09/2019	888.00		035782		888.00
0215	SOUTHERN CALIFORNIA EDISON							
	I-092719a Acct#2210507034	R	10/09/2019	19,772.32		035783		
	I-092819a Acct#2210503702	R	10/09/2019	12,107.74		035783		
	I-100219a Acct#2210505426	R	10/09/2019	1,551.61		035783		33,431.67
1010	CALIFORNIA STATE DISBURSEMENT							
	I-CS5201910071606 200000001181291	R	10/09/2019	386.30		035784		386.30
0102	FRANCHISE TAX BOARD							
	I-G03201910071606 Payroll Deduction	R	10/09/2019	50.00		035785		50.00
0124	ICMA RETIREMENT TRUST - 457							
	I-DCI201910071606 DEFERRED COMP FLAT	R	10/09/2019	575.00		035786		
	I-DI%201910071606 DEFERRED COMP PERCENT	R	10/09/2019	130.97		035786		705.97

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0985	NATIONWIDE RETIREMENT SOLUTION							
	I-CUN201910071606 457 CATCH UP	R	10/09/2019	230.77		035787		
	I-DCN201910071606 DEFERRED COMP FLAT	R	10/09/2019	6,875.39		035787		
	I-DN%201910071606 DEFERRED COMP PERCENT	R	10/09/2019	366.57		035787		7,472.73
0180	S.E.I.U. - LOCAL 721							
	C-UND201909261591 UNION DUES	R	10/09/2019	67.00CR		035788		
	I-COP201910071606 SEIU 721 COPE	R	10/09/2019	47.00		035788		
	I-UND201909261590 UNION DUES	R	10/09/2019	67.00		035788		
	I-UND201910071606 UNION DUES	R	10/09/2019	824.25		035788		871.25

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	129	847,481.53	0.00	847,481.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	140,014.80	0.00	140,014.80
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			132	987,496.33	0.00	987,496.33
BANK: AP	TOTALS:		132	987,496.33	0.00	987,496.33
REPORT TOTALS:			132	987,496.33	0.00	987,496.33

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION CHANGING THE TIME AND LOCATION OF THE NOVEMBER 13, 2019
BOARD MEETING

WHEREAS, the Board of Directors wishes to move the location of the November 13, 2019 board meeting to the City of Ventura Community Room and to start the meeting at to 4:00 p.m.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the November 13, 2019 meeting of the Board will be held at 4:00 p.m. at the City of Ventura Community Room located at 501 Poli Street in Ventura.

ADOPTED this 23rd day of October, 2019.

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brenan, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION CANCELING THE
BOARD OF DIRECTORS MEETINGS SET FOR
NOVEMBER 27, 2019 AND DECEMBER 25, 2019.

WHEREAS, the second regular meeting in November of the Board of Directors of Casitas Municipal Water District falls on November 27, 2019; and

WHEREAS, the second regular meeting in December of the Board of Directors of Casitas Municipal Water District falls on December 25, 2019; and

WHEREAS, it is the desire of the Board of Directors to cancel these meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the second regular meetings of the Board in November and December scheduled for November 27, 2019 and December 25, 2019 are hereby canceled.

ADOPTED this 23rd day of October, 2019.

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brenan, Secretary
Casitas Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL L. FLOOD, GENERAL MANAGER

SUBJECT: TASK ORDER FOR ENGINEERING DESIGN SERVICES FOR
PLEASANT AVENUE AND DALY ROAD PIPELINE REPLACEMENT

DATE: 10/16/19

RECOMMENDATION:

Approve and Authorize the General Manager to sign a Task Order for engineering design services to MNS Engineers, Inc. in the not to exceed amount of \$62,940 for the Pleasant Avenue and Daly Road Pipeline Replacement.

BACKGROUND AND DISCUSSION:

The existing 6-inch cast iron pipe along Daly Road and existing 8-inch cast iron pipe along Pleasant Avenue in the City of Ojai were identified as needing to be replaced. The project will replace approximately 1,965 linear feet of 6-inch and 8-inch cast iron pipe with 8-inch polyvinyl chloride (PVC) pipe in accordance with District standards. The 6-inch cast iron pipe to be replaced is along Daly Road and extends from North Montgomery Street to Pleasant Avenue. It is approximately 1,190 linear feet and was installed in 1962. The 8-inch cast iron pipe along Pleasant Avenue extends between Drown Avenue and Daly Avenue was installed in 1959 and is approximately 775 linear feet. All appurtenances, including valves, fire hydrants, and customer service lines will be replaced. The goal of the project is to improve reliability and replace aging facilities.

MNS Engineers, Inc. is one of the on-call engineering firms currently under contract. At the District's request, MNS submitted a proposal to provide engineering consultant services in the amount not to exceed \$62,940. The scope of services includes project meetings, utility research, topographic survey, and contract document development.

BUDGET IMPACT:

Funds in the amount of \$70,000 for this project are included in the budget for fiscal year 2019-20.

Attachment: Proposal from MNS Engineers, Inc.

October 11, 2019

Casitas Municipal Water District
Attention: Todd Evans, Assistant Engineer
1055 Ventura Avenue
Oak View, CA 93022

SUBJECT: Proposal for the Pleasant Avenue and Daly Road Pipeline Replacement

Dear Mr. Evans:

Thank you for the opportunity to submit this proposal for the Pleasant Avenue and Daly Road Pipeline Replacement project (Project) for Casitas Municipal Water District (Casitas, District). MNS Engineers, Inc. (MNS) offers our qualified team to provide professional services for this Project.

Project Understanding

The existing water mains along Pleasant Avenue and Daly Road in the City of Ojai are approaching the end of their service life and the Daly Road pipeline is undersized. This project will replace approximately 775 linear feet of existing 8-inch pipe on Pleasant Ave, and approximately 1,190 linear feet of existing 6-inch cast iron pipe on Daly Road with 8-inch polyvinyl chloride (PVC) pipe in accordance with Casitas standards. The pipeline on Pleasant Avenue extends from Drown Avenue to Daly Road. The pipeline on Daly Road extends from Pleasant Avenue to North Montgomery Street. The goal of the project is to improve fire flow and replace aging water mains. The existing water mains will be abandoned in place.

Recent road surface improvements at the intersection of Pleasant Avenue and Drown Avenue will likely be under moratorium by the City of Ojai and will likely require full-road-width resurfacing.

A geotechnical study is not anticipated to be required as part of the project. Compliance with the California Environmental Quality Act (CEQA) has been completed separately, as a single environmental document for multiple projects within the Ojai Water System. The District will contract separately to obtain an arborists report in support of the project, to be completed by others.

Scope of Work

MNS proposes to perform the Scope of Work described herein to provide engineering design services for the Project. A description of tasks and responsibilities are described as follows.

Task 1 – Project Management, Quality Assurance/Quality Control, and Meetings

This task includes project management, quality assurance/quality control (QA/QC), and meetings associated with the Project.

Subtask 1.1 – Project Management

The Project Manager, Nick Panofsky, will provide ongoing coordination of the project team including Casitas and the internal project team. Nick will monitor the budget and serve as the main point of contact with Casitas. Regular phone calls and e-mail updates will be sent from the Project Manager to the District's Project Manager to keep coordination open and up-to-date. The MNS Project Manager will submit monthly invoices with all supporting documentation in a format acceptable to Casitas.

The MNS Project Manager is responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of Casitas.



Subtask 1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the project, prior to submittal to Casitas. Documents will be reviewed to ensure technical excellence, the goals and expectations of Casitas are being met, and conformance with applicable design checklists and standards. For this project, all deliverables and other items requiring quality control reviews will be reviewed by Tyler Hunt, PE.

Subtask 1.3 – Meetings

Over the course of the project, MNS will facilitate and lead meetings and conference calls as required to move the project forward and ensure Casitas is informed and in concurrence with the progress of the project. For each meeting, MNS will develop a meeting agenda, and will submit meeting minutes to Casitas within three business days. We anticipate three meetings, which will occur at Casitas' office:

- Project Kick-off Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting

The MNS Project Manager and the Project Engineer will attend each meeting.

Task 2 – Utility Research

MNS will contact utility agencies with below-grade facilities in the project area to obtain atlas maps and other available information regarding the type, size, location, material, and depth of existing utilities. We assume Casitas will pay the fees associated with these requests, and will provide utility maps of Casitas owned facilities. Based on an initial design lookup through the Underground Service Alert DigAlert system, the following utility agencies may have facilities in the Project area:

- AT&T
- City of Ojai
- Ojai Valley Sanitary District
- Southern California Edison
- Southern California Gas
- Spectrum Communications

Information received will be incorporated into the Project base map and considered in the Project design. Additionally, we will file an Underground Service Alert of Southern California ticket prior to the topographic survey in order to have existing utility locations marked in the Project areas. We assume the District will provide any available drawings of existing facilities in the Project area. We assume no potholing will be required during the design phase of the Project.

Task 3 – Topographic Survey

MNS will conduct a GPS based ground survey of the proposed water main alignment to obtain topographic information and develop a base map suitable for pipeline design. MNS will establish control on the NAD83, Epoch 2010.00 horizontal datum and NAVD88 vertical datum based on local benchmarks. The mapping will also extend to the back of walk or 5' past the existing curb. The survey mapping will include the following items:

- Hardscape, structures, walls, fences, trees, signage, and striping
- Observable utilities
- Locations and depths of existing sewer/storm drain manholes

MNS will prepare a base map in AutoCAD at a scale of 1"=20' with 1-foot contour intervals.

Suitable strategic control monuments will be set for future surveying tasks and construction staking.

The completed topographic map will include 1-foot surface contours and relevant surface features within the Project area. Trees, fences, manhole rims, and observable utilities will be included in the survey.

Task 4 – Contract Document Development

MNS will develop a complete set of plans, specifications, and an accompanying Engineer's Opinion of Probable Construction Cost (PS&E) for the project. Design documents will be delivered at the 60 percent, 90 percent, and final design stages. Final design documents will be stamped by a Professional Civil Engineer registered in the State of California. We will provide electronic documents upon completion of the work. Electronic formats will include images prepared in Adobe PDF format and also electronic files compatible with Microsoft Word and Excel, and AutoCAD, if requested.

Plans

MNS will prepare detailed drawings for the Project clearly defining the work to be completed. Plans will be prepared in the latest version of AutoCAD Civil 3D. The Plan and Profile (P&P) drawing will be prepared with a horizontal scale of 1" = 20' and a vertical scale of 1"=4'. The pipeline alignment will consider the California Division of Drinking Water separation requirements from existing wastewater and non-potable water utilities in accordance with the current regulations issued December 2017. Drawings will follow the District's drafting standards.

An anticipated sheet list includes:

Sheet No.	Drawing No.	Description
1	Sheet G-01	Title Sheet
2	Sheet G-02	General and Construction Notes
3	Sheet G-03	Sheet Layout Plan
4	Sheet C-01	Daly Road Plan and Profile STA 10+00 to 14+50
5	Sheet C-02	Daly Road Plan and Profile STA 14+50 to 19+00
6	Sheet C-03	Daly Road Plan and Profile STA 19+00 to 21+90
7	Sheet C-04	Pleasant Avenue Plan and Profile STA 30+00 to 24+50
8	Sheet C-05	Pleasant Avenue Plan and Profile STA 34+50 to 37+75
9	Sheet C-06	Miscellaneous and Connection Details

Specifications

We will prepare technical specifications using the District's boilerplate Special Provisions template. Technical specifications for this project will be developed based on District Engineering Standards and the Standard Specifications for Public Works Construction (Greenbook). For work required, but not sufficiently specified in the District's standard template, MNS will provide recommended specifications for products, materials, and construction requirements. Specifications will be submitted with the 90 percent and final design deliverables.

Engineer's Opinion of Probable Construction Cost

MNS will prepare an Engineer's Opinion of Probable Construction Cost for the 60 percent, 90 percent, and final design deliverables. We will base the opinion on recent projects of similar size and scope upon which we have worked and communicated with vendors and material suppliers.



Task 5 – Constructability Review

Based on the 60 percent draft deliverable, MNS will conduct a constructability review of the project prior to the 0 percent design submittal. The goal of this review will be to highlight any special areas of concern from a constructability standpoint. Items typically in a design level constructability review include:

- Examination of the proposed alignment and anticipated equipment placement and constraints
- Disposal of water used for disinfection
- Identification of other potential sources of risk to Casitas

The constructability review will be completed by an experienced member of the MNS Construction Management team. The recommendations resulting from the constructability review will be considered in the proposed pipeline alignments, pipeline installation methods, and other refinements to the design in an effort to limit risk exposure and minimize change orders during construction; recommendations from these reviews will be incorporated into draft deliverables prior to submittal for the District’s review.

Proposed Schedule

We are prepared to meet or exceed the schedule provided in the following table, assuming a Notice to Proceed date of November 15, 2019.

Project Kick-off	November 19, 2019
Site Survey and Utility Research	November 25 – December 20, 2019
60 Percent Design Submittal	January 10, 2020
District Review	2 Weeks
90 Percent Design Submittal	February 14, 2020
Casitas Review	2 Weeks
Final Design Submittal	March 13, 2020

Fees

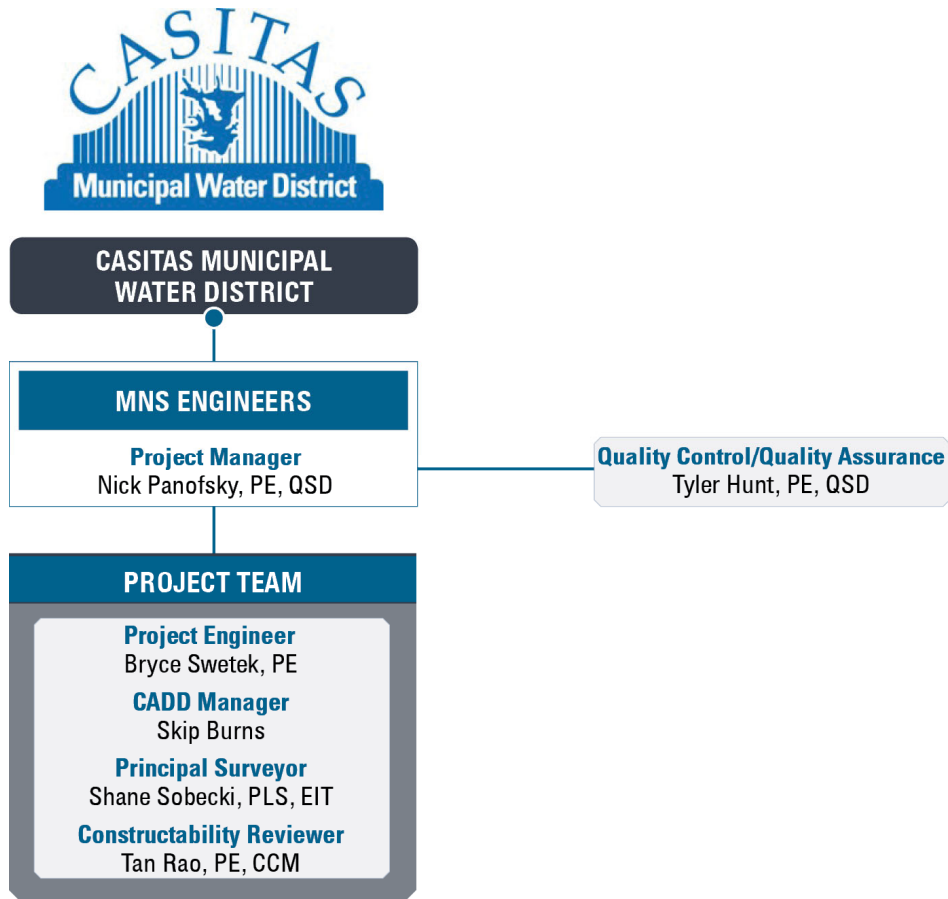
MNS proposes to perform the services described herein for a not-to-exceed fee estimate of **\$62,940**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the fee schedule included in the MNS On-Call Engineering Contract.

Task	Fee
Task 1 – Project Management, QA/QC, and Meetings	\$8,975
Task 2 – Utility Research	\$1,360
Task 3 – Site Survey	\$15,510
Task 4 – Contract Document Development	\$35,880
Task 5 – Constructability Review	\$1,215
Total	\$62,940



Project Team

An organizational chart for key personnel on the project team is presented as follows.



MNS has assembled a qualified team with the skills and expertise to bring this project to completion in-line with Casitas' goals. Nick Panofsky will lead the team as Project Manager and Lead Engineer, supported by Bryce Swetek as Project Engineer. Tyler Hunt will provide QA/QC reviews, and Tanveer Rao will provide constructability reviews.



Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to continuing to work with Casitas. Please feel free to contact me with any questions you may have about our submittal at 805.592.2074 or npanofsky@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Nick Panofsky', written in a cursive style.

Nick Panofsky, PE
Lead Engineer

Attachment: Fee Estimate Spreadsheet



Casitas Municipal Water District
Ayers Creek Pipeline Replacement



		PM	ENGINEERING		SURVEYING				DESIGN SUPPORT & CONSTRUCTABILITY			Total Resource Hours	Total Hours*Rates	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total	
		Lead Engineer (Panofsky)	Lead Engineer (Hunt)	Project Engineer (Swetek)	Lead Surveyor - SS	One-Person Survey Crew	Supervising CADD	Party Chief	Chain Person	Construction Manager	CADD Manager							CADD Technician
	2019 Rate	\$215	\$215	\$170	\$215	\$185	\$145	\$155	\$135	\$250	\$150	\$95						
1 – Project Management, Quality Assurance/Quality Control, and Meetings	Task 1														Task 1			
1.1 Project Management	Task 1.1	20											20	\$4,300	Task 1.1	\$4,300	\$0	\$4,300
1.2 Quality Assurance/Quality Control	Task 1.2		8										8	\$1,720	Task 1.2	\$1,720	\$0	\$1,720
1.3 Meetings	Task 1.3	9		6									15	\$2,955	Task 1.3	\$2,955	\$0	\$2,955
Task 1 Subtotal		29	8	6	0	0	0	0	0	0	0	0	43	\$8,975	Task 1 Subtotal	\$8,975		\$8,975
2 – Utility Research	Task 2														Task 2			
2.1 Utility Research	Task 2.1			8									8	\$1,360	Task 2.1	\$1,360	\$0	\$1,360
Task 2 Subtotal		0	0	8	0	0	0	0	0	0	0	0	8	1,360	Task 2 Subtotal	\$1,360		\$1,360
3 – Topographic Survey	Task 3														Task 3			
3.1 Topographic Survey	Task 3.1				14	8	28	24	24				98	\$15,510	Task 3.1	\$15,510	\$0	\$15,510
Task 3 Subtotal		0	0	0	14	8	28	24	24	0	0	0	98	\$15,510	Task 3 Subtotal	\$15,510		\$15,510
4 – Contract Document Development	Task 4														Task 4			
4.1 Contract Document Development	Task 4.1	40		140									212	\$35,880	Task 4.1	\$35,880	\$0	\$35,880
Task 4 Subtotal		40	0	140	0	0	0	0	0	0	8	24	212	\$35,880	Task 4 Subtotal	\$35,880		\$35,880
5 – Constructability Review	Task 5														Task 5			
5.1 Constructability Review	Task 5.1	1								4			5	\$1,215	Task 5.1	\$1,215	\$0	\$1,215
Task 5 Subtotal		1	0	0	0	0	0	0	0	4	0	0	5	1,215	Task 5 Subtotal	\$1,215		\$1,215
Sub-Total	Hours	70	8	154	14	8	28	24	24	4	8	24	366	\$ 62,940	Grand Total	\$62,940	\$0	\$62,940
	Cost	\$15,050	\$1,720	\$26,180	\$3,010	\$1,480	\$4,060	\$3,720	\$3,240	\$1,000	\$1,200	\$2,280						

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL L. FLOOD, GENERAL MANAGER

SUBJECT: DESIGN SERVICES FOR TREATMENT PLANT BUILDING ADDITION
AND SAN ANTONIO BUILDING CONSTRUCTION

DATE: 10/23/19

RECOMMENDATION:

Approve and Authorize the General Manager to sign an agreement for design services to Lauterbach & Associates, Architects, Inc. in the not to exceed amount of \$64,000 for the design services for the Treatment Plant Building Addition and San Antonio Building Construction.

BACKGROUND AND DISCUSSION:

The Marion Walker Treatment Plant Control Building is insufficiently sized for the growth in District staff and equipment required to run District facilities. The control building is located at the Marion Walker Treatment Plant site. The work includes the design of an addition to the east end of the existing control building at the treatment plant.

The San Antonio Forebay Site is located at 2035 Grand Ave, Ojai, CA and was in the acquisition of the facilities in July 2017 from Golden State Water Company. This facility includes 3 potable water wells, the San Antonio Forebay, a booster station, and other disinfection facilities. The control building at this site is also insufficiently sized for the facility and a new building is required to accommodate its operation and maintenance.

The project includes design of an addition to the control building at the Treatment Plant as well a new building at the San Antonio Forebay Site.

The scope of work includes:

- Schematic Design and Concept;
- Construction Documents; and
- Meetings and Communication.

At the District's request, Lauterbach & Associates, Architects, Inc. submitted a proposal to provide consultant services in the amount not to exceed \$64,000.

BUDGET IMPACT:

Funds in the amount of \$140,000 for this project are included in the budget for fiscal year 2019-20.

Attachment: Proposal from Lauterbach & Associates, Architects, Inc.



October 15, 2019 Revised
October 10, 2019

Virgil Clary, PE Project Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Re: Fee Proposal for Schematic Design & Concept, Construction Documents and Meetings & Communication phase services for two metal building projects located in California:

- *Project # 20-190801, ± 15' x 19' metal building at 1890 Casitas Vista Road in Ventura*
- *Project # 20-190806, ± 20' x 30' metal building at 2035 Grand Avenue in Ojai*

Dear Mr. Clary,

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

I. ASSUMPTIONS/PROJECT UNDERSTANDING:

- A. Client has worked with a Butler Metal Building provider and will include them if the cost is reasonable. Alternative metal building providers, as recommended by the General Contractor, are acceptable if approved by client.
 1. Prior to starting the structural design, the decision of which metal building provider to use must be made. A different building provider may have different requirements for structural connections. If an alternative provider is chosen after the foundation had been designed, we will evaluate the required modifications and notify the client of what scope of work and fee adjustments are required.
 2. The revisions caused by changing metal building will be made post bid.
- B. Client to provide survey:
 1. For Casitas Vista Road, Client to provide site existing grade elevations information to be used to provide accessible access to the building.
 2. For Grant Avenue, to include grade elevations, for the site layout to allow the placement of the building. The layout to include the water tank and the existing buildings currently located in the area selected for the new construction, the location of the underground utilities. The location of the buildings to dimensioned to the property lines.

- C. Client to provide required soils reports.
- D. As a special district, there are no other reviewing agencies for the plans in this site's revisions.
- E. The Casitas Vista Road addition to building will not have mechanical engineering. The air conditioning will be extended to the addition using the existing system
- F. The Grant Avenue new building will not have plumbing. This building will be air-conditioned.
- G. Site Plan:
 - 1. For Casitas Vista Road except for the immediate area of the building to include the generator, the parking and adjacent drive we are not providing a site plan.
 - 2. For Grant Ave. we will provide only a partial Site Plan to include the immediate area of the proposed building, showing the existing structures.

II. SCOPE OF WORK:

- A. Schematic Design & Concept (Phase B) – same scope description for both locations.
 - 1. Prepare study of site to determine the building location in relationship to the existing buildings on site as shown on client's layout.
 - 2. Based on the client-approved schematic layout resulted from the study, prepare the preliminary floor plan.
 - 3. Issue floor plan as base to the metal building provider for him to prepare the design to be used for construction drawings.
 - 4. Revise layout to include the metal building specific elements.
 - 5. *Meet with client to present proposed design.
**Actions are included in Phase M – Meetings & Communication.*
- B. Construction Documents (Phase E) – same scope description for both locations except where noted below:
 - 1. Provide Construction Documents based on the metal building manufacturer design and at the level required by the Casitas Municipal Water Special District for permit approval:
 - a) Architectural drawings and schedules.
 - b) Structural engineering drawings and calculations for foundation, for slab and attachments to the existing metal building.
 - c) Mechanical drawings and calculations for Grant Avenue only.
 - d) Plumbing drawings and calculations for Casitas Vista Road only
 - e) Electrical drawings and calculations.
 - 2. Submit and process plans through the Casitas Municipal Water Special District for approval.
 - 3. Revise drawings, documents and exhibits per Casitas Municipal Water Special District corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.
 - 4. *Meetings with clients and consultants during this phase.
**Actions are included in Phase M – Meetings & Communication.*

C. Meetings & Communication (Phase M)

1. For meetings and communication described in phases above.

Schematic Design & Concept	Phase B	24 hours**, estimated.
Construction Documents	Phase E	16 hours**, estimated.

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

III. SCHEDULE OF DELIVERABLES:

A. Schematic Design & Concept (Phase B)

1. Schematic floor plan drawing to be provided to client within an estimated two week from receipt of this signed contract and scheduling.
2. Base floor plan drawing to be provided to metal building designer within an estimated one week of an approved Schematic Design option by client.

B. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the Casitas Municipal Water Special District within an estimated six to eight weeks from receipt of metal building design from the metal building provider.
2. Revised drawings, documents and exhibits per Casitas Municipal Water Special District plan check corrections to be provided within three weeks of receipt of corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

IV. FEE:

- A. Our total fee for the Scope of Work outlined above is an estimated **\$64,000***, projects as follows:

For Casitas Vista Road site the total is \$31,000 phases as follows:

II.A	Schematic Design & Concept	Phase B	Fixed Fee	\$ 4,000	_____ Initial
II.B	Construction Documents	Phase E	Fixed Fee	\$ 23,600	_____ Initial
	• Estimated Fee (Section IV) for Phase E includes the following consultant fees:				
	Electrical Engineer		\$ 1,100		
	Plumbing Engineer		\$ 5,200		
	Structural Engineer		\$ 4,400		
II.C	Meetings & Communication	Phase M	Time & Materials (Estimated)	\$ 3,400	_____ Initial

For Grant Avenue site \$33,000*, phased as follows:

II.D	Schematic Design & Concept	Phase B	Fixed Fee	\$ 4,000	_____ Initial
II.E	Construction Documents	Phase E	Fixed Fee	\$ 26,000	_____ Initial
	• Estimated Fee (Section IV) for Phase E includes the following consultant fees:				
	Electrical Engineer		\$ 2,100		
	Mechanical Engineer		\$ 3,200		
	Structural Engineer		\$ 4,200		
II.F	Meetings & Communication	Phase M	Time & Materials (Estimated)	\$ 3,000	_____ Initial

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

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

V. EXCLUSIONS:

- A. The following items will not be included in the Scope of Services, but may be available under separate contract:
 - 1. Phased Services: Pre-Design & Programming (A), Discretionary Permit Processing (C), Design Development (D), Construction Contract Procurement (F), Limited Contract Administration (G) and Agency Process.
 - 2. Permits or agency fees.
 - 3. LEED certification or other specified sustainable building certification or program.
 - 4. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor.
 - 5. On or off-site civil engineering or design services.
 - 6. Plumbing, engineering or design services.
 - 7. Landscape architectural services.
 - 8. Soils engineering or services.
 - 9. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
 - 10. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others, once client approval has been given.
 - 11. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
 - 12. Traffic, parking, drainage, noise, utility, environmental, and/or other studies.
 - 13. Planning agency or other special approvals.

14. Neighborhood meetings.

15. Any observation during the construction of the project is only intended to determine the general conformance with the plans and is not a guarantee that the contractor has properly performed their work.

VI. SPECIAL REQUIREMENTS:

- A. If the basic services covered by this letter have not been completed within twelve (12) months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.
- B. If interruptions in the project occur and last more than three months, then a restart fee will be applied to the phase in which the interruption had occurred. The interruption fee is 5% of the total phase fee during the first half of the project's phase and 10% of total phase during the second half of the project phase. The fee is due at the time work resumes on the project.
- C. The attached General Conditions are incorporated herein.
- D. We may rely upon interpretations by consultants or other parties for the results of borings, surveys, or other tests or explorations in the performance of the Work. We shall not be responsible for incomplete or faulty tests or for variances in soil and other conditions at the site.
- E. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants. We will not be responsible for omissions or incorrect data or for damage to subterranean structures or utilities resulting from our reliance upon those plans or from nondisclosure of their existence or location.
- F. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the Project are, and shall remain the property of Lauterbach & Associates.
- G. In the preparation for and performance of the Work, certain tests or inspections may be performed which may alter the appearance of the Project site or damage structures or improvements located at the Project site. Client agrees that Architect is not responsible and has no liability for any alterations or damage that may occur as a result of such tests or inspections.
- H. We will need you to provide us with record drawings for the existing building and area surrounding the construction area consisting of dimensioned floor plans and site elevation information in order for us to prepare our work
- I. We require that you provide requested information and direction in a timely manner. Failure to do so will cause adjustments in the time it takes to complete documents, approvals, and/or administrative processes, and may delay the completion of the work.

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

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

Respectfully submitted,
LAUTERBACH & ASSOCIATES, ARCHITECTS

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

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

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

Casitas Municipal Water District

Date _____

By _____

Title _____

Enclosure: Copy of General Conditions and 2019-2020 Rate Schedule for your files.

GENERAL CONDITIONS

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

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

ARTICLE 2 - Invoicing and Payment

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

ARTICLE 3 - Professional Standard; Liability

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

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

ARTICLE 4 - Insurance

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

ARTICLE 5 - Termination or Suspension

- A. This Agreement may be terminated by either party upon not less than seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination may not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- B. Failure of the Client to make payments to L&A in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- C. In the event of termination without cause, L&A shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- D. In the event the Client suspends the services of L&A for more than the three (3) months L&A may elect to terminate this Agreement by written notice to Client. In such an event L&A shall complete a report on the services performed to the date of suspension. The expenses of termination shall include all direct costs of L&A in completing such analyses, records and reports. In the event L&A elects to complete the Work after such a suspension, all specified time frames and fees for the completion of the Work shall be redetermined by L&A, at L&A's sole discretion.

ARTICLE 6 - Miscellaneous

- A. In the event legal action is pursued by either party concerning this Project, the prevailing party in such legal action shall recover reasonable attorneys' fees and costs of said action in an amount determined by the court.
- B. The Client and L&A may delegate, assign or transfer any of his duties or interest in this Agreement with the written consent of the other party.
- C. If this Client is a corporation or public entity, the individual or individuals who sign this Agreement on behalf of the Client warrant that they are duly authorized agents of the Client. The Client binds himself, his partners, successors, executors, administrators and permitted assigns to this Agreement in respect to all its terms and actions.
- D. This Agreement shall be governed and Professional Services shall be performed in compliance with the laws of the State of California and applicable governmental regulations, building codes and ordinances in effect at the date of this Agreement.
- E. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and L&A.
- F. The services provided by L&A are provided solely for the benefit of Client and nothing in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Client or L&A.
- G. L&A and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, mildew, fungi, similar microbial conditions or other toxic substances.
- H. L&A shall not be responsible for the determination or verification of the condition of any existing structure or equipment. If, after the plans and specifications are prepared, it appears from the uncovering of parts or portions of an existing structure that the plans and specifications must be altered to conform to previously hidden conditions, all such work shall be performed by L&A as additional services.
- I. L&A's observation of the project is intended solely to determine general conformance with the plans is not a guarantee that the contractor has properly performed its work.
- J. Prompt written notice shall be given by the Client to L&A if the Client becomes aware of any fault or defect in the Project or nonconformance with the contract documents prepared by L&A.

End of General Conditions

LAUTERBACH & ASSOCIATES ARCHITECTS

RATE SCHEDULE

July 1, 2019 - July 1, 2020

Architecture/Planning	Hourly Rate
Principal	\$160 to \$250
Managing Architect	\$140 to \$225
Project Architect	\$140 to \$200
Project Manager	\$75 to \$150
Designer/Drafter/CAD Revit	\$50 to \$120
Clerical/Accounting/Support	\$50 to \$80

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

NOTE: Rates are subject to change.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL L. FLOOD, GENERAL MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR WATER QUALITY IMPROVEMENTS EVALUATION

DATE: 10/23/19

RECOMMENDATION:

Approve and authorize the General Manager to enter into an agreement for professional engineering consulting services with Kennedy/Jenks Consultants for the Water Quality Improvements at Marion R. Walker Water Treatment Plant for a fee not to exceed \$41,920.

BACKGROUND AND DISCUSSION:

The District's primary source of potable water from Casitas Reservoir is treated at the Marion R. Walker Water Treatment Plant (MWWTP). Over the last few years, the District experienced a steady rise in the levels of disinfection by product (DBP) in the distribution system. The district retained Kennedy/Jenks Consultants (Kennedy Jenks) to submit a proposal for engineering services to identify the primary cause of DBP level increase and control options to reduce it.

Kennedy Jenks is well qualified and committed to completing the evaluation and recommendations, and the fees for the services are not to exceed \$41,920.

BUDGET IMPACT:

Funds in the amount of \$75,000 for this project are included in the budget for fiscal year 2019-20.

Attachment: Proposal from Kennedy Jenks dated October 11, 2019.

11 October 2019

Lindsay Cao, P.E.
Senior Project Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Subject: DBP Control Strategies for the Marion R. Walker Treatment Plant

Dear Lindsay:

Kennedy/Jenks Consultants (Kennedy Jenks) is pleased to submit this revised proposal for engineering services to evaluate DBP Control Options at the Marion R. Walker Treatment Plant.

Background

We have reviewed the “Evaluation of Disinfection By-product Formation in the District’s Drinking Water System, Technical Report” prepared by Water Quality & Treatment Solutions, Inc. (WQTS) dated April 24, 2019. We understand the District’s primary source of potable water is Casitas Reservoir treated by the Marion R. Walker Treatment Plant (TP) with a capacity of 65 million gallons per day (MGD). As stated in the report, the TP is a high-rate direct filtration plant using free chlorine for primary disinfection followed by ammonia to maintain chloramine in the distribution system.

We also understand that the total organic carbon (TOC) level in the lake has been increasing in recent years and is currently just over 5.0 mg/L in the raw water. With the absence of sedimentation basins in the direct filtration TP, there is no opportunity for enhanced coagulation to reduce TOC as would be the case for most conventional treatment plants. Thus, pre-chlorination and chlorination of the treated water for CT compliance prior to the addition of ammonia leads to the substantial formation of TTHMs and HAA5.

The TP experiences a wide range in treatment flows both daily, due to time-of-use distribution system energy savings practices, and seasonally due to high summer and low winter demands. The formation of both TTHMs and HAA5 is exacerbated by the lack of control over the pipeline CT contactor, which consists of approximately 1,300 linear feet of 12-foot diameter pipeline in a loop around the lower plant site with a volume of approximately 1,000,000 gallons. While this “Fat-Pipe” provides appropriate CT contact time at high flow rates, the time is excessive at low flows; slightly over 500 min at 4 cfs and over 600 min at 3 cfs. The free chlorine residual is also quite high, typically 3.6 mg/L at the end of the Fat-Pipe in order to create a chloramine residual of 3.6 mg/L. The high chloramine residual is required due to the long distances and travel time in the distribution system. While a lower free chlorine residual through the Fat Pipe would reduce DBP formation somewhat, there is currently no free chlorine injection facilities after the Fat Pipe that would enable the District to raise the free chlorine residual (to the target 3.6 mg/L) prior to adding ammonia.

DBP Control Options

Leveraging the recommendations from WQTS, and working with Casitas staff, Kennedy Jenks has developed three DBP Control Options for further consideration:

Option 1—Convert the Fat-Pipe to Chloramines for Winter Low Flows and meet CT with a Combination of Free Chlorine and Chloramines

- This requires calculations of the combined free chlorine and chloramine CT for various water temperatures and flow rates to determine the maximum Q for which the required CT can comfortably be met over a range of water temperature.
- This requires a Conceptual Design and cost estimate to add a new ammonia injection point on an existing manhole of the 54-inch pipeline upstream of the Fat-Pipe.

Option 2—Reduce the Free Chlorine Dose after Treatment (Post-Chlorination) and Add Additional Chlorine after the Fat-Pipe

- This requires calculations of how much the post-chlorination dose can be lowered while comfortably meeting CT across all anticipated plant flows over a range of water temperature.
- This requires the Conceptual Design and cost estimate to add a post-Fat-Pipe chlorination injection point before the addition of ammonia for chloramines.

Option 3—Reduce the Free Chlorine Dose after Treatment (Post-Chlorination) and leave the TP with 2.5 mg/L Chloramine (not 3.6 mg/L), but Boost the Chloramine Residual in the Distribution System at Ojai East Reservoir

- This requires calculations of the maximum plant flow that will comfortably meet CT over a range of water temperature.
- This requires estimating the corresponding reduction in TTHM and HAA5 formation.
- This requires a Conceptual Design and cost estimate to add/upgrade a chloramination boosting station/mixing system at Ojai East Reservoir.

Scope of Work

Kennedy Jenks will perform CT calculations, prepare concept designs, and prepare construction cost estimates as described in the tasks below.

Exclusions:

Work not specifically covered under Tasks 1, 2, 3, 4, and 5 include the following:

- Topographic Survey

- Geotechnical Investigations
- Utility Research or Potholing
- Construction Drawings or Technical Specifications
- Communication or Meetings with the State Water Resources Control Board Division of Drinking Water (DDW)

Task 1 - Project Management

1.1 Project Management

This task addresses the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with the District's and the Kennedy Jenks' project team.

1.2 Meetings

Kennedy Jenks will attend one (1) progress meeting with the District to review the findings of the Draft Technical Memorandum.

1.3 QA/QC

Kennedy Jenks will provide quality assurance and quality control (QA/QC) reviews throughout the course of project consistent with Kennedy Jenks' policies.

Task 2 - Option 1—Convert the Fat-Pipe to Chloramines for Winter Low Flows and Meet CT with a Combination of Free Chlorine and Chloramines

2.1 Option 1 - CT Calculations

Kennedy Jenks will perform calculations of the combined CT for various water temperatures and flow rates, to determine the maximum Q that will comfortably meet CT at water temperatures of 12, 13, 14, and 15 degrees C.

2.2 Option 1 - Concept Design

Kennedy Jenks will prepare a Conceptual Design (sketches/figures) to add a new ammonia injection station on the 54-inch pipeline upstream of the Fat-Pipe. It is our understanding that an existing manhole vault can be utilized, and the ammonia feed and injection water can be extended from the existing Ammonia Station.

2.3 Option 1 - Construction Cost Estimate

Kennedy Jenks will prepare a Concept Level (Class 5) Opinion of Probable Construction Cost for the new ammonia injection station.

Task 3 - Option 2—Reduce the Free Chlorine Dose after Treatment (Post-Chlorination) and Add Additional Chlorine after the Fat-Pipe

3.1 Option 2 - CT Calculations

Kennedy Jenks will perform calculations of how much the post-chlorination dose can be lowered while comfortably meeting CT across all anticipated plant flows at water temperatures of 12, 13, 14, and 15 degrees C.

3.2 Option 2 - Concept Design

Kennedy Jenks will prepare a Conceptual Design (sketches/figures) to add a post-Fat-Pipe chlorination injection point before the addition of ammonia for chloramines, including modifications required to the District's existing chlorine gas system as well as new chlorine solution pipeline and injection point.

3.3 Option 2 - Construction Cost Estimate

Kennedy Jenks will prepare a Concept Level (Class 5) Opinion of Probable Construction Cost to add new post-Fat-Pipe chlorine injection.

Task 4 – Option 3-Reduce the Free Chlorine Dose after Treatment

4.1 Option 3 - CT Calculations

Kennedy Jenks will perform calculations of the maximum plant flow that will comfortably meet CT over water temperature of 12, 13, 14 and 15 degrees C.

4.2 Option 3 - Estimate DBP Formation

Kennedy Jenks will work with the District to run a test with lower post-chlorination and target chloramine dosage under which the District would collect DBP samples and report the results to Kennedy Jenks. For example, at a relatively constant TP flow rate, collect several samples with a chloramine residual of 3.6 mg/L and several at 2.5 mg/L. The TTHM and HAA5 results could also be further extrapolated to estimate the formation reductions for Option 2.

4.3 Option 3 - Concept Design

Kennedy Jenks will prepare Concept Design (description) for adding/upgrading chloramination boosting station and mixing systems at Ojai East Reservoir based on vendor/manufacturer supplied information. It is assumed that sketches/figures specific to the Ojai East Reservoir site are not required.

4.4 Option 3 - Cost Estimate

Kennedy Jenks will prepare a Concept Level (Class 5) Opinion of Probable Construction Cost to add chloramination boosting station and mixing system at Ojai East Reservoir.

Task 5 - Technical Memorandum

5.1 Draft Technical Memorandum

Kennedy Jenks will provide an electronic (PDF) copy of a brief Draft Technical Memorandum (less than 10 pages) summarizing Tasks 2, 3 and 4 with the Opinion of Probable Construction Cost in an Appendix. In addition, Kennedy Jenks will provide the Excel files for the CT calculations for Options 1, 2, and 3 for future use by District staff.

5.2 Final Technical Memorandum

Kennedy Jenks will prepare an electronic (PDF) copy of a Final Technical Memorandum incorporating comments from the District.

Fee Estimate

Our fee estimate is based on time and materials per the attached fee spreadsheet and Schedule of Charges with not-to-exceed fee of \$41,920.

Schedule

Kennedy Jenks is prepared to begin work immediately upon a receipt of a written notice to proceed. We anticipate completing the work and submitting a Draft Technical Memorandum within 60 calendar days. Following the District's review, we will address your comments and submit a Final Technical Memorandum within 14 calendar days of receipt of comments.

If you have any questions regarding this proposal, please feel free to call me at 805-973-5719.

Sincerely,



Jeff Savard, P.E.
Vice President

Client/Address: Casitas Municipal Water District
 1055 Ventura Avenue
 Oak View, CA 93022

Contract/Proposal Date: January 18, 2019

Schedule of Charges

Date: January 18, 2019

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$130
Engineer-Scientist-Specialist 2.....	\$150
Engineer-Scientist-Specialist 3.....	\$165
Engineer-Scientist-Specialist 4.....	\$180
Engineer-Scientist-Specialist 5.....	\$195
Engineer-Scientist-Specialist 6.....	\$220
Engineer-Scientist-Specialist 7.....	\$245
Engineer-Scientist-Specialist 8.....	\$260
Engineer-Scientist-Specialist 9.....	\$280
CAD-Technician	\$105
Designer.....	\$155
Project Administrator	\$115
Administrative Assistant.....	\$95
Aide.....	\$75

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 18, 2019 through December 31, 2019. After December 31, 2019, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Casitas Municipal Water District
 PROJECT Description: DBP Control Strategy
 Proposal/Job Number: _____ Date: 10/11/2019

Schedule of Charges	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	CAD-Design	CAD-Tech	Project Administrator	Admin. Assist.	Total	KJ Labor	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses	
Classification:														Hours	Fees	Fees	10%			Fees	
Hourly Rate:	\$280	\$260	\$245	\$220	\$195	\$180	\$165	\$150	\$130	\$155	\$105	\$115	\$95								
Task 1 - Project Management																					
1.1 Project Management	4							2				4		10	\$1,910		\$0	\$1,910	\$0	\$1,910	
1.2 Meetings	6							6						12	\$2,670	\$191	\$19	\$2,670	\$210	\$2,880	
1.3 QA/QC		6												6	\$1,560		\$0	\$1,560	\$0	\$1,560	
Task 1 - Subtotal	10	6	0	0	0	0	8	0	0	0	0	4	0	28	\$6,140	\$191	\$19	\$6,140	\$210	\$6,350	
Task 2 - Option 1																					
2.1 Option 1 - CT Calculations	1							16						17	\$2,920		\$0	\$2,920	\$0	\$2,920	
2.2 Option 1 - Conceptual Design	2			12				4		4	18			40	\$6,370		\$0	\$6,370	\$0	\$6,370	
2.2 Option 1 - OPCC	1				4									5	\$1,060		\$0	\$1,060	\$0	\$1,060	
Task 2 - Subtotal	4	0	0	12	4	0	20	0	0	4	18	0	0	62	\$10,350	\$0	\$0	\$10,350	\$0	\$10,350	
Task 3 - Option 2																					
3.1 Option 2 - CT Calculations	1							6						7	\$1,270		\$0	\$1,270	\$0	\$1,270	
3.2 Option 2 - Concpet Design	3			14				4		6	22			49	\$7,820		\$0	\$7,820	\$0	\$7,820	
3.3 Option 2 - OPCC	1				4									5	\$1,060		\$0	\$1,060	\$0	\$1,060	
Task 3 - Subtotal	5	0	0	14	4	0	10	0	0	6	22	0	0	61	\$10,150	\$0	\$0	\$10,150	\$0	\$10,150	
Task 4 - Option 3																					
4.1 Option 3 - CT Calculations	1							6						7	\$1,270		\$0	\$1,270	\$0	\$1,270	
4.2 Option 3 - DBP Formation Est	2	2						8						12	\$2,400		\$0	\$2,400	\$0	\$2,400	
4.3 Option 3 - Concept Design	2							8						10	\$1,880		\$0	\$1,880	\$0	\$1,880	
4.4 Option 3 - OPCC	1				4									5	\$1,060		\$0	\$1,060	\$0	\$1,060	
Task 4 - Subtotal	6	2	0	0	4	0	22	0	0	0	0	0	0	34	\$6,610	\$0	\$0	\$6,610	\$0	\$6,610	
Task 5 - Technical Memorandum																					
5.1 Draft Tech Memo	3			4				32					1	40	\$7,095		\$0	\$7,095	\$0	\$7,095	
5.2 Final Tech Memo	1							6					1	8	\$1,365		\$0	\$1,365	\$0	\$1,365	
Task 5 - Subtotal	4	0	0	4	0	0	38	0	0	0	0	0	2	48	\$8,460	\$0	\$0	\$8,460	\$0	\$8,460	
All Phases Total	29	8	0	30	12	0	98	0	0	10	40	4	2	233	\$41,710	\$191	\$19	\$41,710	\$210	\$41,920	

CASITAS MUNICIPAL WATER DISTRICT

TO: BOARD OF DIRECTORS

FROM: CAROL BELSER, PARK MANAGER

RE: **OPEN SPACE AGREEMENT BETWEEN CASITAS MUNICIPAL WATER DISTRICT AND UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION**

DATE: OCTOBER 14, 2019

RECOMMENDATION

It is recommended that the Board approve Attachment A, First Amendment to the October 7, 2011 Lake Casitas Recreation Area Management Agreement Contract 11-LC-20-0216 (Attachment B), for inclusion of an Open Space agreement between Casitas Municipal Water District and the United States Department of the Interior Bureau of Reclamation.

BACKGROUND

The United States Department of the Interior Bureau of Reclamation (Reclamation) entered into an agreement with Casitas Municipal Water District (District) Contract 8-07-20-L0530 “Interim Agreement Between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands” in 1978, (Attachment C). Over the years, Reclamation and the District have intended to update the interim agreement and have had numerous discussions without conclusion.

Separately, but interrelated to the 1978 interim agreement, the District established rules and regulations in Ordinance 81-2 “An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulations for the Management of the Charles M. Teague Memorial Watershed” (Attachment D). The 81-2 Ordinance is antiquated and discussion for recommended updates will go before the Recreation Committee and then the Board. While the Board adopted Ordinance 81-2, refers to the water shed lands as “Charles M. Teague Memorial Watershed” the Bureau of Reclamation have no record of the US government adopting or approving any name to the lands other than project lands and open space. The conflicting name can be cleared up in the updated Ordinance establishing Rules and Regulations of the lands.

Reclamation contracts with the US Forest Service for law enforcement activities, and the District’s Recreation Department staff regularly patrol the lands and provide Reclamation with on-site real time information such as with the Thomas Fire and subsequent damage. District staff are in regular communication with Ventura County and US Forest Service law enforcement branches on situations and issues related to the open space lands.

DISCUSSION

At the August 9, and September 13, 2019 Executive Committee meetings, a “July draft”, and a “September draft” (respectively) were reviewed and staff received the Committee’s comments. Attachment A is the third draft, “October draft”, and incorporated the comments from both meetings.

Attachment A was approved by the Executive Committee at their October 11, 2019 meeting for forwarding to the Board for approval. Once approved by the Board, it will be sent for final review and approval signature of the Bureau of Reclamation’s Mid-Pacific Region Director. Attachment A, as presented is an agreement that is compatible with the District’s responsibility, resources and authority.

Attachments:

- A) First Amendment to the Management Agreement Between the United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas to include Management of the Open Space Lands
- B) Recreation Management Agreement Contract No. 11-LC-20-0216
- C) Interim Agreement Between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands Contract No. 8-07-20-L0530
- D) Ordinance 81-2, An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulation For The Management Of The Charles M. Teague Memorial Watershed

Attachment A

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Ventura River Project California

**FIRST AMENDMENT TO
THE MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND CASITAS MUNICIPAL WATER DISTRICT FOR THE ADMINISTRATION,
OPERATION, MAINTENANCE, AND DEVELOPMENT OF RECREATION USES AND
FACILITIES AT LAKE CASITAS
TO INCLUDE MANAGEMENT OF THE CASITAS OPEN SPACE LANDS**

THIS FIRST AMENDMENT gives Casitas permission to manage the Casitas Open Space Lands at Lake Casitas, hereinafter referred to as the Open Space Lands.

This amendment applies only to the Open Space Lands. Open Space Lands were closed to the public November 2015 Pursuant to PL 93-143 and Code of Regulations (CFR) Title 43, Part 1423.12 (a) (1-4). All other terms and conditions of the Existing Management Agreement, Contract No. 11-LC-20-0216, dated October 7, 2011, shall remain in full force and effect, subject to the terms and conditions therein written. This Agreement supersedes Contract No. 8-07-20-L0530, Interim Agreement between the United States of America and Casitas Municipal Water District (District) for Management of Ventura River Open Space Lands.

The District shall assume management of the lands labelled as “Open Space” in Exhibit A of the Existing Management Agreement, which may be amended as needed and mutually approved by Reclamation and the District, for watershed protection pursuant to this Agreement.

The District will be responsible for the Management of the Open Space Lands in accordance with the following:

- a. The District shall perform work, within their available resources, and as approved by Reclamation’s authorized representative, to reasonably monitor the Open Space Lands in order to minimize or prevent trespassing, dumping, and unauthorized public access for the purpose of protecting water quality in the reservoir. Such work may

include, but not be limited to: field patrol by District Park Rangers, field sampling of waters for invasive species, clearing vegetation, mowing fire breaks, debris removal, boundary fence repair, and other related Open Space Lands watershed management practices. Any Reclamation cost share funding for these activities is subject to the availability of funds and congressional appropriations.

b. The District shall manage the Open Space Lands in accordance with Reclamation's approved Lake Casitas Recreation Area Resource Management Plan (RMP) and Final Environmental Impact Statement and Record of Decision. Any use authorization must be mutually agreed upon by both Reclamation and the District for any activity related to the Open Space Lands and shall include a provision requiring compliance with said RMP. Any use authorization is subordinate to the prior rights of Reclamation for Project purposes.

c. Articles in the Existing Management Agreement will be extended to the Open Space Lands.

d. The District shall not construct any structures or facilities on the Open Space Lands without written approval from Reclamation. The District shall not be responsible for the permanent removal of existing structures, outbuildings, gates, fencing, and equipment within the Open Space Lands.

e. The District will follow the policies and guidelines outlined in the then current Fire Management Plan for Lake Casitas Recreation Area and the Open Space Lands.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST Agreement to be
executed this day of , 2019.

Casitas Municipal Water District

United States of America
Department of the Interior

By _____

By _____

President
Board of Directors

Regional Director
Mid-Pacific Region
Bureau of Reclamation

DRAFT



**United States
Department of the Interior
Bureau of Reclamation**

**Ventura River Project
California**

MANAGEMENT AGREEMENT

Between

**THE UNITED STATES OF AMERICA and
CASITAS MUNICIPAL WATER DISTRICT**

for the

**ADMINISTRATION, OPERATION, MAINTENANCE, AND DEVELOPMENT OF
RECREATION USES AND FACILITIES**

at

Lake Casitas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Ventura River Project, California

**MANAGEMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA, AND
CASITAS MUNICIPAL WATER DISTRICT
FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND
DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS**

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Exhibit A	Lake Casitas Reservoir Area Map
Exhibit B	Environmental Requirements
Exhibit C	Equal Opportunity Requirements
Exhibit D	Title VI, Civil Rights Act of 1964
Exhibit E	Non-Expendable Government Property Requirements
Exhibit F	Reclamation Manual/ Directives and Standards LND 02 and LND 04-02 Concession Management by Non-Federal Partners
Exhibit G	Department of the Interior, Department Manual

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Ventura River Project, California

**MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND CASITAS MUNICIPAL WATER DISTRICT
FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND
DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS**

THIS AGREEMENT, made as of this 7th day of ~~October~~ 2011,

pursuant to Act of Congress June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplementary thereto, collectively known and referred to as Federal Reclamation Laws, particularly the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72 (79 Stat. 213), as amended particularly by Title XXVIII of the Reclamation Recreation Management Act of October 30, 1992, Public Law(102-575 (106 Stat. 4690-4693), by and between the United States of America acting by and through the Regional Director, Mid-Pacific Region, Bureau of Reclamation, or his duly authorized representative hereinafter styled "Reclamation" and the Casitas Municipal Water District, a non-federal entity, and a political subdivision originally known as the Ventura River Municipal Water District and duly organized and operating pursuant to the California Municipal Water District Act of 1911 and amendments thereto, with its principal place of business in Oak View, California, acting by and through the President of the Board or his duly authorized representatives, hereinafter styled the "District".

WITNESSETH THAT:

WHEREAS, the United States has constructed the Ventura River Project pursuant to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for irrigation, for furnishing water for municipal and domestic use, and for providing incidental

28 recreation and fish and wildlife benefits, as defined by the report submitted to Congress by the
29 Secretary of the Interior entitled, "Ventura River Project, California, Feasibility Report." (H.
30 Doc. No. 222, 84th Cong., 1st Sess.), and;

31 WHEREAS, the United States has contracted with the District pursuant to Contract No.
32 14-06-200-5257 "Contract between United States and Ventura River Municipal Water District
33 Providing for the Construction of a Storage and Conveyance System," dated March 7, 1956,
34 (Repayment Contract) for repayment of federal costs incurred in construction of the Ventura
35 River Project, for operation and maintenance of Project Works, including said Dams and
36 Reservoir, related conveyance and distribution systems, appurtenances, and minimum basic
37 recreational facilities for the accommodation of the visiting public at the Casitas Dam and
38 reservoir, and;

39 WHEREAS, during the term of the Repayment Contract up to date, the District by and
40 through the Repayment Contract and District Resolution No. 104 dated June 27, 1956, agreed to
41 operate and maintain the minimum basic recreation facilities provided by the United States in
42 constructing the Ventura River Project. Also during this same time period, the District
43 developed additional Recreational Facilities within the Reservoir Area to accommodate the
44 visiting public, and has continued its management of such facilities, and;

45 WHEREAS, the United States has transferred to the District, as the local responsible
46 entity to provide for the care, operation, and maintenance at District's own expense, the entire
47 Ventura River Project by letters of transfer dated November 17, 1958 and August 28, 1959 under
48 the signature of Mr. B.P. Bellport, Regional Director, Mid-Pacific Region, and;

49 WHEREAS, California Water Code, Chapter 3, Article 1, Recreation and Electrical
50 Power, §71660 (added by Stats. 1963, c.156, p.823, § 1 and amended thereafter) provides

51 authority to municipal water districts to construct, maintain, improve, and operate public
 52 recreational facilities appurtenant to facilities operated or contracted to be operated by the district
 53 and by ordinance provide regulations binding upon all persons to govern the use of such
 54 facilities, including reasonable charges for the use thereof, and;

55 WHEREAS, in the view of Reclamation, the Repayment Contract does not provide for
 56 administration, operation, maintenance, and development of recreation at Lake Casitas other than
 57 the minimum basic recreation facilities, while in the view of the District the Repayment
 58 Contract does provide for such.

59 WHEREAS, the Parties agree that it is deemed to be in the best interest of Reclamation
 60 and the District that the operation, maintenance, and development of recreation at Lake Casitas
 61 by the District continue as provided in this Agreement, and

62 WHEREAS, Reclamation and the District desire to enter into a management agreement
 63 for the recreation resources at Ventura River Project in accordance with existing law, and;

64 **NOW, THEREFORE**, it is agreed as follows:

65

66 **I. DEFINITIONS**

67 When used herein, unless otherwise distinctly expressed or manifestly incompatible with
 68 the intent hereof, the terms

69 (a) "Appropriation or Allotment of Funds" means any appropriated funds
 70 provided to the District from the Federal government without regard to the authorization for such
 71 funds or the manner in which they were transferred.

72 (b) "Commercial Filming" means a license issued by Reclamation for use of
 73 the Reservoir Area such as commercial filming, recording of television productions, feature

74 movies or commercials and the revenues from such activities will be collected and expended
75 pursuant Public Law 106-206 (Commercial Filming on Public Lands Act).

76 (c) "Concession" is a non-Federal commercial business that supports
77 appropriate public recreational uses and provides facilities, goods, or services for which revenues
78 are collected.

79 (d) "Concessionaire" means an entity contracted by the District through a
80 Third Party Agreement for a specific Concession related services and facilities

81 (e) "Fiscal year" means Districts annual period, from July 1 of one calendar
82 year to June 30 of the next calendar year, on which the District bases its budget.

83 (f) "Good Repair" means maintaining functional use and longevity of
84 facilities and equipment through use of appropriate actions including, but not limited to,
85 controlled maintenance, standard operating procedures, maintenance manuals; meeting Federal,
86 State and applicable local health department standards; meeting public safety needs and
87 standards; and maintaining facilities in a safe, neat, clean, and well kept condition.

88 (g) "Hazardous Material" means (1) any substance, pollutant, or contaminant
89 listed as hazardous under the Comprehensive Environmental Response, Compensation, and
90 Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean
91 Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23);
92 (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,
93 mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as
94 hazardous or toxic under Federal, State, local, or Tribal law.

95 (h) "Integrated Pest Management Plan" refers to a plan which is systematic
96 and environmentally compatible to maintain pest populations within economically and
97 environmentally tolerable levels.

98 (i) "Management of the Reservoir Area" means to administer, operate,
99 maintain, and develop that portion of the Reservoir Area identified in Exhibit A – Area Map;
100 including management of resources, conditions and recreation opportunities and Recreation
101 Facilities, and keep Recreation Facilities and associated equipment in Good Repair and usable
102 working condition

103 (j) "Mutually Agree" means all parties' designated duly authorized
104 representatives are in agreement on a proposed action. Such agreements shall be in writing.

105 (k) "NEPA" means the National Environmental Policy Act 42 USC || 4321, et.
106 seq.

107 (l) "Project" means the Ventura River Project as set forth in the report
108 submitted to the Congress as by the Secretary of the Interior entitled, "Ventura River Project
109 California, Feasibility Reports" (H. Doc No. 222, 84th Congress, 1st Sess).

110 (m) "Recreation Facilities" means those facilities constructed or installed at
111 the Reservoir Area for recreational use by the public or for support of such recreational use. Said
112 facilities may include, but are not limited to, buildings and other structures (such as park
113 headquarters, park store and maintenance shops), campgrounds, picnic grounds, boat docks and
114 ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash
115 facilities, boundary and interior fencing.

116 (n) "Reservoir Area" means all lands withdrawn or acquired in the name of
117 the United States as shown on Exhibit A for the Project, as lands comprising the Casitas

118 Reservoir for management of recreation and Recreation Facilities and those waters in Lake
119 Casitas that are subject to the water rights held by the District, except for lands covered by
120 Casitas Dam.

121 (o) "Resource Management Plan" means all plans applicable to the Reservoir
122 Area prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's
123 Resource Management Plan Guidebook.

124 (p) "Revenues" means all receipts derived from entry and other use fees
125 which the District is permitted to collect pursuant to their authority under this Agreement;
126 including, but not limited to fees, charges, tolls, and rents, charged by the District for public
127 recreation use and concessionaire agreements issued or administered by the District.

128 (q) "Rights-of-Use" means various land use or resource management
129 documents or instruments including, but not limited to, license agreements, contracts, Rights-of-
130 Way, easements, leases, permits, and other rights of use issued or granted by Reclamation on,
131 over, across or under the Reservoir Area.

132 (r) "Service Contracts" are third party contracts issued by the District for
133 services such as trash removal, janitorial, pest control, and construction projects, which assist the
134 District in the operation, maintenance, and development of the Reservoir Area.

135 (s) "Special Use Fees" means a fee, charged to Concessionaires or third
136 parties by the District for special uses of the Reservoir Area for special events such as fairs and
137 festivals, and concessions, which the District is permitted to collect pursuant to their authority
138 under this Agreement.

139 (t) "Special Use" are the temporary use of specific Recreation Facilities of
140 the Reservoir Area as a venue which does not require any change in the condition of Reservoir

141 Area lands, including but not limited to fairs, festivals, concerts, group gatherings, wedding,
142 reunions, fishing tournaments and boating events, fundraisers, and all other recreation activities
143 and amenities as described in the Resource Management Plan.

144 (u) "Third Party Agreements" means agreements and contracts, including
145 Special Use contracts or permits, Concession contracts and Service Contracts, issued by the
146 District to another entity to provide recreation related services and facilities for the Reservoir
147 Area other than Commercial Filming and Rights-of-Use.

148

149 **2. TRANSFER OF RESPONSIBILITY**

150 The United States hereby transfers to the District, subject to the provisions of this
151 Agreement, and the District hereby accepts responsibility for Management of the Reservoir Area.

152

153 **3. TERM OF AGREEMENT**

154 The term of this Agreement will be 25 year(s) from the date first written above, unless
155 terminated sooner as provided herein. Two years prior to expiration of this Agreement, the
156 parties shall, in good faith, commence negotiation of a new Management Agreement.

157

158 **4. ADMINISTRATION, OPERATION, MAINTENANCE, AND DEVELOPMENT**

159 The District will be responsible for the Management of the Reservoir Area in accordance
160 with the following:

161 (a) The District will, within the limits of its authority, adopt and enforce rules
162 and regulations for public conduct within the Reservoir Area as are necessary and desirable to
163 protect the health and safety of persons using the Reservoir Area, for the preservation of law and

164 order, and for the protection of resources, lands and Recreation Facilities. Said rules and
165 regulations will be consistent with regulations promulgated by Reclamation in 43 Code of
166 Federal Regulations, Part 423 and Part 429 and other applicable Federal, State and District laws,
167 rules, regulations, and policies currently in place or as may be amended or adopted in the future.
168 The District has adopted and implemented rules, regulations, and ordinances for the Reservoir
169 Area as provided for under 43 CFR 423.3(a) (2) and 423.3(c).

170 (b) The District will ensure that land use of the Reservoir Area will conform
171 to all applicable Federal laws, rules, regulations, policies, and Executive Orders. Where
172 variations exist in Federal laws, rules, orders, regulations, and policies, the most stringent will be
173 the required standard. Where, State laws, and/or regulations are more stringent, but do not
174 conflict with Federal policy, law, and/or regulations, and the State's will be the required
175 standard.

176 (c) The District may rely on the Ventura County Sheriff's Department,
177 California Highway Patrol, and/or other law enforcement agencies to enforce applicable Federal
178 and State laws and local rules, regulations, and assist as necessary the enforcement of ordinances
179 adopted pursuant to Article 4(a) within the Reservoir Area, to maintain and preserve law and
180 order, and protect recreation facilities, resources and lands.

181 (d) Any Recreation Facilities to be developed by the District shall be
182 developed in accordance with the RMP, the Final Environmental Impact Statement and Record
183 of Decision at Lake Casitas or any subsequent revisions or subsequent environmental
184 documentation. The District shall be responsible for conducting all work on such facilities,
185 unless otherwise directed by Reclamation.

186 (e) The District will be responsible for the full cost of any and all
187 development, replacement, or alterations of Recreation Facilities for which cost sharing has not
188 been negotiated. Reclamation shall review and approve all development plans, including, but not
189 limited to replacement and alterations before construction begins. The District shall coordinate
190 with Reclamation, in advance, of the need for any such clearances and permits. The District will
191 ensure all environmental clearances and permits are secured prior to commencement of
192 construction activities. Reclamation reserves the right to approve any construction activity
193 related to such clearance or permit prior to the District taking any action contemplated by such
194 clearances or permits. The District will submit all development plans to Reclamation for its
195 approval prior to construction. Reclamation will not unreasonably withhold its approval.

196 (f) As provided in Public Law 89-72, as amended, Reclamation may enter
197 into a multi-year development program with the District for the design and construction of new
198 Recreation Facilities and the upgrade and rehabilitation of the existing Recreation Facilities
199 within the Reservoir Area. At Reclamation's discretion, Reclamation may cost share with the
200 District any activities under the development program no more than the maximum allowed by
201 Federal law.

202 (g) Cultural resources will be investigated prior to the implementation of any
203 development activities or surface disturbing actions. District personnel will coordinate with
204 Reclamation to ensure that compliance with section 106 of the National Historic Preservation
205 Act (NHPA) (16 U.S.C 470f), and implementing regulations at 36 CFR Part 800, is completed
206 prior to project implementation. The management of cultural resources located within the
207 Reservoir Area shall be consistent with Reclamation's Cultural Resources Management Policy
208 (LND P01) and Cultural Resources Directives and Standards (LND 02-01).

209 (h) In the event that human remains are found within the Reservoir Area then
210 the responsible Reclamation Area Manager shall be immediately notified and provisions of the
211 Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.) and
212 Reclamation's Directives and Standards for the Inadvertent Discovery of Human Remains on
213 Reclamation Lands (LND 07-01) shall be followed.

214 (i) The collection of prehistoric or historic artifacts (Paleontology) from
215 Reservoir Area must be approved by Reclamation. The unauthorized excavation of such items is
216 prohibited by the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470aa et seq.).
217 Planned collections of such items are subject to Reclamation's issuance of a permit pursuant to
218 ARPA. Any archaeological or historical items removed from the Reservoir Area, including
219 items collected and turned in by members of the public, shall be assessed by Reclamation to
220 determine whether they constitute federal museum property. If so, they will be managed by
221 Reclamation in a manner consistent with 36 CFR Part 79, the Curation of Federally-Owned and
222 Administered Archaeological Collections.

223 (j) Reclamation may provide technical assistance to the District. Such
224 assistance will be subject to cost sharing in accordance with subdivision (g) of Article 4 above.

225 (k) Reclamation may, at its discretion in situations where the District's
226 operating costs exceed collections by 50 percent or more provide operating revenue by way of a
227 cost-share arrangement as authorized by federal law and Reclamation policy.

228

229 **5. CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS**

230 The expenditure of any money and the performance of any work by Reclamation as
231 provided for by the terms of this Agreement is made contingent on Congress making the

232 necessary appropriations or the allotment of funds and shall be contingent upon such
233 appropriation or allotment being made. The failure of Congress to appropriate funds or the
234 absence of any allotment of funds shall not impose any liability on Reclamation. If the
235 appropriations and allocations necessary for either party to carry out this Agreement are not
236 made for any Fiscal year, the parties hereto agree to cooperate to reach a temporary course of
237 action. If the non-appropriation or non-allocation of the necessary funds on behalf of either party
238 becomes chronic, the other party may give notice of termination of this Agreement pursuant to
239 Article 28.

240

241 **6. FEES AND REVENUES**

242 (a) Public recreation entrance and Special Use fees will be set in accordance
243 with the fee schedule established by the District and in accordance with Reclamation rules,
244 regulations or guidelines. The District will have the right to collect Revenues derived from
245 Third Party Agreements, as provided in this Agreement, for activities within the Reservoir Area.
246 The District is authorized to develop Third Party Agreements for Special Uses and set and
247 collect Special Use Fees for such events. Not less than 100 percent of the Revenues and Special
248 Use Fees that are collected by the District shall remain at the District and available for the
249 expenditure by the District, without further appropriation, until expended for Management of the
250 Reservoir Area.

251 (b) The District will maintain accounting records for the requirements of the
252 Agreement and shall furnish to Reclamation a copy of the State required Comprehensive Annual
253 Financial Report within thirty (30) days of its completion, but no later than January 15th of the
254 calendar year.

255 (c) Reclamation reserves the right to establish and collect fees for Rights-of-
256 Use pursuant to Public Law 102-575 (Title 28) Section 2805 (a)(1)(A), and establish and collect
257 Commercial Filming Fees pursuant Public Law 106-206 (Commercial Filming on Public Lands
258 Act), as amended. Fees collected or recovered by Reclamation under the Commercial Filming
259 on Public Lands Act shall be available for expenditure by the Secretary, without further
260 appropriation, at the site where collected. All costs recovered shall remain available until
261 expended at the Reservoir Area.

262 (d) The District shall assist Reclamation by informing an applicant to
263 complete the appropriate Right-of-Use authorization application form (7-2540 or SF-299) and
264 submit the form to Reclamation with the application fee.

265 (e) The District may also collect fees in association with the District's on-site
266 management, services, and resources that are associated with Reclamation's issuance of Right-
267 of-Use and Commercial Filming licenses. Fees collected by the District shall remain at the
268 District.

269

270 **7. RESOURCE MANAGEMENT PLAN**

271 (a) The Management of the Reservoir Area by the District will be in accordance
272 with the Reclamation approved RMP and Final Environmental Impact Statement and Record of
273 Decision at Lake Casitas for the Reservoir Area. Any authorization given by Reclamation or the
274 District for any activity related to the Reservoir Area shall include a provision requiring
275 compliance with said RMP.

276 (b) Consistent with Article 4 (d) and 7 (a), the District has the discretion on
277 whether or not to implement actions described in the RMP.

278 **8. LAW ENFORCEMENT - REPORTING**

279 At Reclamation’s request, the District will exchange law enforcement information with
280 Reclamation’s designated Regional Special Agent (RSA). District personnel and the designated
281 RSA will collaborate in the exchange of law enforcement information related to the Reservoir
282 Area. The extent and detail of information will be defined on a case-by-case basis. The RSA is
283 available to provide resources and expertise as applicable and necessary to address violations of
284 federal laws, at no cost to the District.

285
286 **9. RISK AND DAMAGES / HOLD HARMLESS**

287 (a) The parties hereto will each be responsible and liable only for the
288 negligent acts or omissions of their respective employees to the extent provided by law.
289 However, nothing in this contract will be construed to be an admission of fault or liability, and
290 nothing will limit the defenses and immunities legally available to each party against each other
291 and third parties.

292 (b) Notwithstanding Article 9(a) above, the District agrees to indemnify and
293 hold harmless the United States, its employees, contractors, agents, and assigns from any loss or
294 damage and from any liability on account of personal injury, property damage, or claims for
295 personal injury or death arising from the District’s activities under this Agreement, except for
296 negligent acts or omissions of or by any employee of the United States in the course of his
297 employment under this Agreement.

298

299 **10. ACCIDENT REPORTING**

300 The District will ensure adequate safety, fire, medical and search and rescue procedures
301 are developed and in place to adequately respond, suppress, or cooperate in the investigation, or
302 cooperate in the investigation by the agency having jurisdiction of, all accidents involving death,
303 serious injury or property damage, hazardous material spills or other incidents of a serious nature
304 within the Reservoir Area. The District will make an initial verbal report on such incidents to
305 Reclamation's designated representative within one working day of knowledge of the incident.
306 The District will submit a written report to Reclamation's designated representative within 4
307 calendar days of the verbal notice of any of the above incident or occurrence.

308

309 **11. HAZARDOUS MATERIALS, RECYCLING AND WASTE REDUCTION**

310 (a) The District shall not allow contamination or pollution of any federal
311 lands, waters or facilities by its employees or agents. The District shall also take reasonable
312 precautions to prevent such contamination or pollution by third parties. Substances causing
313 contamination or pollution shall include but are not limited to hazardous materials, thermal
314 pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings,
315 mineral salts, misused pesticides, pesticide containers, or any other pollutants.

316 (b) The District shall comply with all applicable Federal, State, and local laws
317 and regulations, and Reclamation policies and directives and standards, existing or hereafter
318 enacted or promulgated, concerning any hazardous material that will be used, produced,
319 transported, stored, or disposed of on or in the federal lands, water or facilities.

320 (c) Upon discovery of any event which may or does result in contamination or
321 pollution of the federal lands, waters or facilities, the District shall immediately undertake all
322 measures necessary to protect public health and the environment, including measures necessary

323 to contain or abate any such contamination or pollution and shall report such discovery and full
324 details of the actions taken to Reclamation's authorized representative. Reporting shall be within
325 a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an
326 emergency and the first working day following discovery in the event of a non-emergency. An
327 emergency is any situation that requires immediate action to reduce or avoid endangering public
328 health and safety or the environment.

329 (d) If violation of the provisions of this Article occurs and the District does
330 not take immediate corrective action as determined by Reclamation's authorized representative,
331 the District may be subject to remedies imposed by Reclamation's authorized representative,
332 which may include termination of this Agreement.

333 (e) The District shall be responsible for any response, action or corrective
334 measure necessary to protect public health and the environment or to restore Reservoir Area
335 lands waters, or Recreation Facilities that are adversely affected as a result of such violation, and
336 for all costs, penalties or other sanctions that are imposed for violation of any Federal, State,
337 local or Tribal laws and regulations concerning hazardous material.

338 (f) The District shall defend, indemnify, protect and hold Reclamation
339 harmless from and against any costs, expenses, claims, damages, demands, or other liability
340 arising from or relating to the District's violation of this Article.

341 (g) The District agrees to include the provisions contained in paragraphs (a)
342 through (f) of this Article in any Third Party Agreement it may enter into pursuant to this
343 Agreement.

344 (h) Reclamation agrees to provide information necessary for the District,
345 using reasonable diligence, to comply with the provisions of this Article.

346 (i) The District will develop and implement a recycling and waste reduction
347 plan for the Reservoir Area. Said plan and implementation will be included in the budget and
348 activity work plans.

349

350 **12. PEST CONTROL**

351 (a) The District shall take steps to prevent the introduction and spread of, and
352 to otherwise control undesirable plants and animals, as defined by the Districts Integrated Pest
353 Management Plan (IPM), submitted and approved by Reclamation's authorized representative,
354 directly associated with use of the Reservoir Area. The District shall submit an updated IPM to
355 Reclamation as pesticide use changes by District operations or by revised regulatory
356 requirements.

357 (b) Programs for the control of these undesirable plants and animals in the
358 Reservoir Area will incorporate the District's IPM as may be amended, and shall be consistent
359 with Reclamation's regulations and policies concerning such programs.

360 (c) The District agrees to include the provisions contained in paragraphs (a)
361 through (b) of this Article in any Third Party Agreements it may enter into pursuant to this
362 Agreement.

363

364 **13. DEBRIS AND WASTE REMOVAL**

365 The District shall notify the public of the presence of hazards and floating debris within
366 the Reservoir Area as directed by California State Revised Statutes or Administrative Code. The
367 District will provide litter control and trash removal in all areas where public recreation use is
368 permitted. The District will properly dispose of all waste, discarded or abandoned items, and

369 debris generated by use of the Reservoir Area. Said waste, discarded or abandoned items and
370 debris will be disposed of properly. Reclamation will cooperate and assist the District in the
371 removal of debris, discarded or abandoned items and waste within the Reservoir Area in the
372 event of an extraordinary or catastrophic occurrence.

373

374 **14. VARIATION IN WATER LEVEL**

375 The Project purposes and local hydrology will determine future variations of water level
376 in the Reservoir Area, and that neither Reclamation nor the District make any assurance of
377 Reservoir Area water level to accommodate recreational use.

378

379 **15. PROTECTION OF NATURAL RESOURCES**

380 Reclamation and the District agree to take all reasonable measures to minimize
381 sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect
382 against introduction and spreading of noxious weeds and other pests detrimental to natural
383 values, agriculture or public health and safety; and will cooperate in soil and water conservation,
384 and fish and wildlife enhancement practices at the Reservoir Area.

385

386 **16. CONSUMPTIVE USE OF WATER BY DISTRICT**

387 When the District, Concessionaire and other holders of Third Party Agreement furnishes
388 water to the public, it will furnish only suitably treated, wholesome and sanitary water which
389 meets appropriate Federal, State, and local health standards. Reclamation does not warrant the
390 quality of the available water supplies as to their suitability either for domestic purposes or for
391 human consumption.

392

393 **17. MANAGEMENT OF PERSONAL PROPERTY**

394 (a) Reclamation personal property is property provided at Reclamation's
395 expense for performance of this Agreement (as of the date of this Agreement, no personal
396 property has been identified that Reclamation issued to the District) including, but not limited to,
397 property provided by the following methods:

398 (1) Reclamation furnished personal property is property that is trans-
399 ferred from Reclamation's stocks, or purchased directly by Reclamation, and delivered into the
400 District's custody for performance of this Agreement. Title to Reclamation furnished personal
401 property remains with Reclamation.

402 (2) District-acquired Reclamation personal property is property
403 purchased or fabricated by the District at a cost of \$5,000 or more; the cost of which is
404 reimbursable by Reclamation pursuant to this Agreement. Title to personal property purchased
405 by the District upon reimbursement of the cost thereof by Reclamation in whole or in part, vests
406 in Reclamation on its delivery by the supplier. Title to personal property drawn from the
407 District's stocks or stores or fabricated by the District vests in Reclamation upon reimbursement
408 of the cost thereof by Reclamation in whole or in part.

409 (b) The District may purchase personal property and equipment and replace it,
410 if necessary, during the term of this Agreement to the extent deemed necessary by the District.
411 The District must receive Reclamation's advance written approval for such purchases and may
412 also seek reimbursement for such expenditures.

413 (c) The District will meet the basic requirements prescribed in Exhibit E of
414 this Agreement to establish and maintain control over Reclamation personal property in its
415 possession.

416 (d) The District will return to Reclamation all Reclamation-titled personal
417 property that becomes excess to the performance requirements of this Agreement.

418

419 **18. THIRD PARTY AGREEMENTS, CONCESSION CONTRACTS, SPECIAL USE,**
420 **AND RIGHTS-OF-USE**

421
422 The District shall not issue any other form of permission to use the Reservoir Area except
423 as expressly provided herein.

424 (a) The District may issue and administer Third Party Agreements, such as
425 Concessions, Special Use and Service Contracts, to persons or associations for the purpose of
426 providing appropriate and necessary services, goods, and facilities for the use of the visiting
427 public consistent with the intent and conditions of this Agreement and in accordance with any
428 current or future planning documents.

429 (b) The District shall submit all Concession contracts prior to solicitation to
430 Reclamation for its review and approval. Reclamation shall not unreasonably withhold such
431 approval. Reclamation will obtain review and comment by the District on all Commercial
432 Filming license applications prior to Reclamations review and approval. The Third Party
433 Agreements shall contain language subjecting the rights and privileges there under to all terms,
434 conditions, exceptions, and reservations in this Agreement; shall recognize the right of para-
435 mount use of the Reservoir Area for Project purposes; and shall hold harmless and indemnify
436 Reclamation and the District, its officers, agents, employees, contractors, and assigns from any
437 loss or damage and from any liability on account of injury, damage or death due to construction,

438 operation and maintenance activities related to Project purposes and any other terms and
439 conditions at Reclamation's discretion. The District will require all Concessionaires and other
440 holders of Third Party Agreements operating within the Reservoir Area to carry adequate
441 liability and property damage insurance. Said insurance will be of sufficient amount to cover, as
442 a minimum, the District's liability under its governmental liability statutes and will be consistent
443 with the services and facilities provided and the potential for injury or damage to life and
444 property. Reclamation will be named as an additional insured on all such insurance, and a
445 certificate of insurance will be provided to the District by the Concessionaires and other holders
446 of Third Party Agreements to ensure that the insurance is in effect.

447 (c) No Third Party Agreement issued by the District as provided in subsection
448 (a) above shall purport to transfer or convey any interest in Reservoir Area land and water or any
449 Recreation Facilities; and, the right given to the District to enter into such Third Party
450 Agreements shall not be construed as a right to grant or convey an interest in Reservoir Area
451 land and water, or any Recreation Facilities. No assignment or transfer of a Third Party
452 Agreement or interest therein, whether as security or otherwise, shall be effective until such
453 assignment or transfer has been reviewed and approved in writing by the District and
454 Reclamation. All Concession contracts issued by the District must comply with Reclamation's
455 Concession Management Policy and Directive and Standards, as may be amended from time-to-
456 time, attached as Exhibit F.

457 (d) Third Party Agreements issued by the District shall also provide that in the
458 event of the termination of this Agreement, such agreements shall simultaneously terminate. In
459 the event of termination of this Agreement and at Reclamation's discretion, Reclamation may
460 issue a new Concession contract that is in compliance with the Concessions Management Policy

461 and Directives and Standards. In the event this Agreement is terminated, the District shall pay to
462 Reclamation the pro-rated unexpended portion of any fees or rents paid to the District by such
463 Concessionaires or other holders of Third Party Agreements as appropriate

464 (e) The term for a Third Party Agreement may not extend beyond the term of
465 this Agreement. Reclamation will work with the District to determine reasonable lengths of
466 term.

467 (f) Concessionaires and other holders of Third Party Agreements, shall be
468 required to comply with all applicable provisions of Federal, State, and local laws, rules and
469 regulations, Executive Orders, and Reclamation Policies, in force now or as may be promulgated
470 or changed in the future. Any such Right-of-Use shall not compete or interfere with the Districts
471 management of the Reservoir Area or the primary purposes of the Project.

472 (g) In accordance with the Concession Management Policy and Directives and
473 Standards, and the Recreation Management Policy (LND P04, as amended), the District shall not
474 issue, or allow to be issued, directly or through the actions of its Concessionaires or other holders
475 of Third Party Agreements, any forms of agreements that allow for the development of privately
476 owned exclusive uses, such as, but not limited to, cabin sites; mobile homes or travel trailer sites;
477 private boat docks; ski clubs; boat clubs; or, the issuance of livestock grazing permits.

478 (h) Only Reclamation may issue Rights-of-Use for land use and resource
479 management within the Reservoir Area.

480 (1) Reclamation will, prior to approval of any Rights-of-Use, provide
481 the District a copy of any Rights-of-Use application for review and comment by the
482 District. The District shall review any such application and make written comment to
483 Reclamation including whether the District concurs with the application. Reclamation

484 will consider the written comments of the District during the approval process and, if
485 applicable, incorporate them into the rights-of-use. Reclamation shall include in each
486 Right-of-Use reasonable measures to protect Recreation Facilities, or repair of damages
487 which may occur to Recreation Facilities and a provision that holder of any such Rights-
488 of-Use indemnifies and holds harmless the District, its employees, agents, and assigns
489 from any loss or damage and from any liability on account of personal injury, property
490 damage, or claims for personal injury or death arising out of the land use or resource
491 management granted by Reclamation, except for any such Rights-of-Use issued to the
492 District. Any Special Use Fees collected by the District shall be consistent with the
493 provisions of Article 6 of this Agreement.

494 (2) As permitted by law or regulation, administrative fees incurred by
495 Reclamation and the District for miscellaneous costs associated with the review of
496 Rights-of-Use applications and ongoing administrative expenses incurred may be charged
497 by Reclamation. Such administrative fees will be collected by Reclamation and the
498 District's share of the costs will be reimbursed to the District from such fees by
499 Reclamation. The value of the Rights-of-Use is based on the appraised value of such use
500 as determined by Reclamation. The payment for the value of such Rights-of-Use will be
501 collected by Reclamation only.

502

503 **19. UNAUTHORIZED USE**

504 The District will take all reasonable measures necessary to identify, investigate, and
505 resolve incidents of unauthorized use of the Reservoir Area, or unauthorized encroachment
506 within the Reservoir Area. This includes any legal actions necessary to prevent or prosecute

507 such unauthorized use provided that any such action by the District cannot bind the United States
508 in a manner either to payment of money or any other form or commitment. Subject to the
509 foregoing, Reclamation hereby delegates to the District the right to bring action in the District's
510 name in order to protect each party's interests, and carry out their responsibilities in connection
511 therewith. Resolution of boundary disputes shall be the responsibility of Reclamation. The
512 District will notify Reclamation's designated representative of boundary disputes or
513 unauthorized incidents within 10 calendar days of discovery.

514

515 **20. RESERVATIONS**

516 The District's management of the Reservoir Area is subject to the following conditions
517 and reservations:

518 (a) Existing land uses, rights, or interests within the Reservoir Area and
519 lawfully held by Reclamation or persons or entities not party to this Agreement.

520 (b) The right of Reclamation, its assigns, employees and agents, to enter upon
521 the Reservoir Area on official business without charge, for the purpose of enforcing, protecting,
522 and exercising the rights of Reclamation and the District, and also to protect the rights of those
523 not party to this Agreement.

524 (c) The right of Reclamation, the District, and their agents, employees,
525 assigns, contractors, lessees, or permittees, to remove from the Reservoir Area, any and all
526 materials necessary for the construction, operation, and maintenance of Project works and
527 facilities. All such removal activities shall not occur or encroach on developed sites without
528 mutual agreement of the parties hereto.

529 (d) Except in emergency situations, as defined in this Agreement,
530 Reclamation's designated representative will give written notice to the District's designated
531 representative 30 calendar days prior to the exercise of the above rights.

532

533 **21. TITLE TO LAND, IMPROVEMENTS, EQUIPMENT AND RESTORATION**

534 (a) Permanent structures and improvements constructed on the Reservoir Area
535 lands and water which were funded, or partially funded, by the United States shall remain the
536 property of the United States.

537 (b) The District will keep a current and accurate property record/inventory of
538 all Recreation Facilities, structures and improvements installed or constructed within the
539 Reservoir Area and all equipment purchased with federal Appropriations or Allotment of Funds
540 for use at the Reservoir Area pursuant to this Agreement.

541 (c) Property, equipment, and supplies acquired with federal Appropriations or
542 Allotment of Funds pursuant to this Agreement will be managed in accordance with Exhibit E.

543 (d) The District shall keep a current and accurate inventory of any structures
544 and improvements installed or constructed solely at its own expense or at the expense of its
545 contractors, concessionaires and permittees and shall provide Reclamation such inventory within
546 30 days of completion of such installation or construction, so that Reclamation inventory records
547 can be maintained accordingly. Upon termination of this Agreement, Reclamation may
548 purchase, at the Cost Less Depreciation value, those facilities determined necessary for the future
549 operation and maintenance of the Reservoir Area, provided the facilities were exclusively
550 constructed and financed by the District its contractors, concessionaires or permittees.

551 (e) For a period of 120 days after termination of this Agreement or such
 552 longer period as may be determined by Reclamation to be reasonable, the District, its
 553 contractors, concessionaires or permittees, shall have the privilege, at their sole cost or expense,
 554 of salvaging and/or removing Recreation Facilities that were exclusively financed, constructed or
 555 installed by the District, its contractors, concessionaires or permittees, that are determined by
 556 Reclamation to be unnecessary for continued Management of the Reservoir Area. After the
 557 expiration of such period, the title to all remaining District financed, constructed or installed
 558 Recreation Facilities shall vest in the United States. The District, its contractors, concessionaires
 559 and permittees shall restore the land occupied by such removed Recreation Facilities to its
 560 original condition as determined to be satisfactory to Reclamation.

561

562 **22. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE, AND**
 563 **DEVELOPMENT**

564

565 The parties will meet annually or more often if requested by either party, to review and
 566 inspect the Reservoir Area regarding compliance with this agreement. The purpose of these
 567 reviews and inspections are to ensure that administration, operation, maintenance, and
 568 development procedures are adequate; to identify and correct deficiencies and problems; and to
 569 ensure the administration of the Reservoir Area is in accordance with the intended purposes.
 570 Reviews will include, but are not necessarily limited to: monitoring items if identified in the
 571 RMP and Environmental Impact Statement for Lake Casitas or other such Plans; health and
 572 safety; appropriate use of the Reservoir Area lands and water; land interests and resources; and
 573 inspections of Recreation Facilities and operations, including third party Concession contracts or
 574 permits, and basic Service Contracts, within the Reservoir Area. Deficiencies and problems
 575 within the Reservoir Area will be corrected in a timely manner in accordance with the terms of

576 this Agreement. Conclusions and recommendations based upon such reviews and inspections
577 will provide direction for, and possible modification of the administration, operation,
578 maintenance, and development responsibilities pursuant to this Agreement.

579

580 **23. EXAMINATION OF RECORDS**

581 (a) The District agrees that Reclamation shall have the right to examine and to
582 access any pertinent books, documents, papers, and records of the District and/or third party
583 entities involving transactions related to this Agreement.

584 (b) Reclamation's designated representative may at any time request an
585 independent audit of the District's financial activities for Reservoir Area. Such independent
586 audit shall be performed at the cost of Reclamation. Any discrepancies found during such audits
587 shall be corrected by the responsible party.

588 (c) Reclamation's designated representative may at any time request an
589 independent audit or examination of records of third party Concession contract, permits or other
590 service contracts. Such independent audit or examination of records shall be performed at the
591 cost of Reclamation. Any discrepancies found during such audits shall be corrected by the
592 responsible party.

593

594 **24. RECREATION USE DATA REPORT**

595 On January 15 of each year, the District will furnish to Reclamation's designated
596 representative an annual summary of recreation related visitor uses at the Reservoir Area for the
597 then Fiscal Year. Reclamation will provide the forms for this report, which is currently titled
598 "Recreation Use Data Report".

599

600 **25. MISCELLANEOUS PROVISIONS**

601 (a) The District, its contractors, concessionaires or permittees shall comply
602 with the Environmental Requirements set forth in Exhibit B attached hereto and incorporated
603 herein.

604 (b) The District, its contractors, concessionaires or permittees shall comply
605 with the Equal Opportunity requirements set forth in Exhibit C and Title IV of the Civil Rights
606 Act of 1964 set forth in Exhibit D attached hereto and incorporated herein.

607 (c) The District, its contractors, concessionaires or permittees, shall perform
608 this Agreement consistent with Reclamation's federal Indian trust responsibilities as set forth in
609 Exhibit G, entitled "Departmental Manual Part 512, Chapter 2, Departmental Responsibilities for
610 Indian Trust Resources", attached hereto and incorporated herein.

611 (d) Reclamation, at the request of the District, shall provide information on
612 property boundaries and Rights-of-Use on Reservoir Area lands and water within the Reservoir
613 Area.

614 (e) The parties hereto understand and agree that the various terms and
615 conditions within this Agreement apply to the Agreement as a whole, and are not to be narrowly
616 defined within the specific Article under which a given term or condition is located.

617 (f) Each party hereto will provide to the other party any additional reports or
618 information which may be reasonably requested.

619 (g) Any activity deemed to be illegal on the Reservoir Area and water will be
620 cause for immediate action under Articles 26 and 28 of this Agreement.

621

622 **26. NOTICE OF CURE/ DISPUTE RESOLUTION**

623 (a) Reclamation may provide notice of any non-compliance with the terms
624 and conditions of this Agreement. Notification of non-compliance shall be in writing, giving a
625 90-day period of time in which the non-compliant act or omission shall be corrected.

626 (b) In the event the District disagrees with Reclamation's direction regarding
627 any corrective action, Reclamation and the District shall attempt to reach mutual agreement on
628 such action within 90 days, or such longer period as may be Mutually Agreed to by the parties
629 hereto, as necessary to address any notice of non-compliance. Each party shall present its
630 proposed action to the Director of the Mid-Pacific Region of the Bureau of Reclamation. If
631 within 90 calendar days after submitting such proposal to the Director, there is still no mutual
632 agreement on the proposed action, Reclamation's proposed action shall take precedent. Should
633 this occur, both parties shall have the right to terminate this Agreement after notice in writing as
634 set forth in Article 28.

635 (c) If any substantial or persistent non-compliance is not corrected within the
636 specified time the following remedies are available: Reclamation may close all or part of the
637 Reservoir Area, Reclamation may temporarily suspend Management of the Reservoir Area, or
638 terminate the Agreement after notice in writing of such intent, in accordance with Article 28.

639

640 **27. MODIFICATION OF AGREEMENT**

641 This Agreement may be modified, amended, or superseded at any time during its term as
642 Mutually Agreed by the parties hereto.

643

644

645 **28. TERMINATION**

646 (a) This Agreement will terminate and all rights and obligations of the parties
647 under this Agreement will cease under the following conditions:

648 (1) Upon expiration of the term of this Agreement, as provided in Article
649 3; or

650 (2) 90 days after receipt of a written notice of termination as provided in
651 Article 28; or

652 (b) If the U.S. Congress fails to provide adequate funding to enable
653 Reclamation to carry out its respective obligations under this Agreement, either party may give
654 written notice that this Agreement shall terminate on a certain date at least 180 days after the
655 date of notice.

656 (c) For conditions other than those expressed in (a) and (b) herein,
657 Reclamation or the District will give the other party at least 180 days written notice of the intent
658 to terminate this Agreement.

659

660 **29. DESIGNATED REPRESENTATIVES / NOTICES**

661 The parties hereto agree the designated representatives for administration of this
662 Agreement are as follows, or as may be further delegated in writing by the following:
663 Reclamation - Area Manager, South Central California Area Office, Bureau of Reclamation,
664 1243 N Street, Fresno, California 93721 and Manager, Casitas Municipal Water District, 1055
665 Ventura Ave. Oak View, CA 93022. Any written notice, demand, or request, as required or
666 authorized by this Agreement, will be properly given if delivered by hand, or by mail, postage
667 prepaid, to the other party as above listed. All parties hereto are responsible for notifying all

668 affected parties of any subsequent change of address, organizational changes, responsibility
669 adjustments, and other related changes, as they take place.

670

671 **30. SEVERABILITY**

672 Each provision of this Agreement shall be interpreted in such a manner as to be valid
673 under applicable law, but if any provision of this Agreement shall be deemed or determined by
674 competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and
675 void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or
676 invalid as to the remainder of such provision or any other remaining provision, or this Agreement
677 as a whole.

678

679 **31. OFFICIALS OR EMPLOYEES NOT TO BENEFIT**

680 No member or delegate of Congress shall be admitted to any share or part of any contract
681 or agreement made, entered into, or accepted by or on behalf of the United States, or to any
682 benefit to arise thereupon.

683

684 **32. SURVIVOR CLAUSE**

685 Terms and conditions that require action by the District or its Concessionaires, or other
686 holders of Third Party Agreements, agents or assigns as authorized under Articles 18 and 25 of
687 this Agreement may survive the termination of this Agreement when they are deemed by
688 Reclamation to be for the benefit of the United States.

689

690 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date
691 written above.

692

693 Casitas Municipal Water District

694

695

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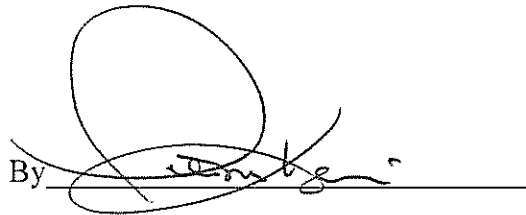
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President
Board of Directors

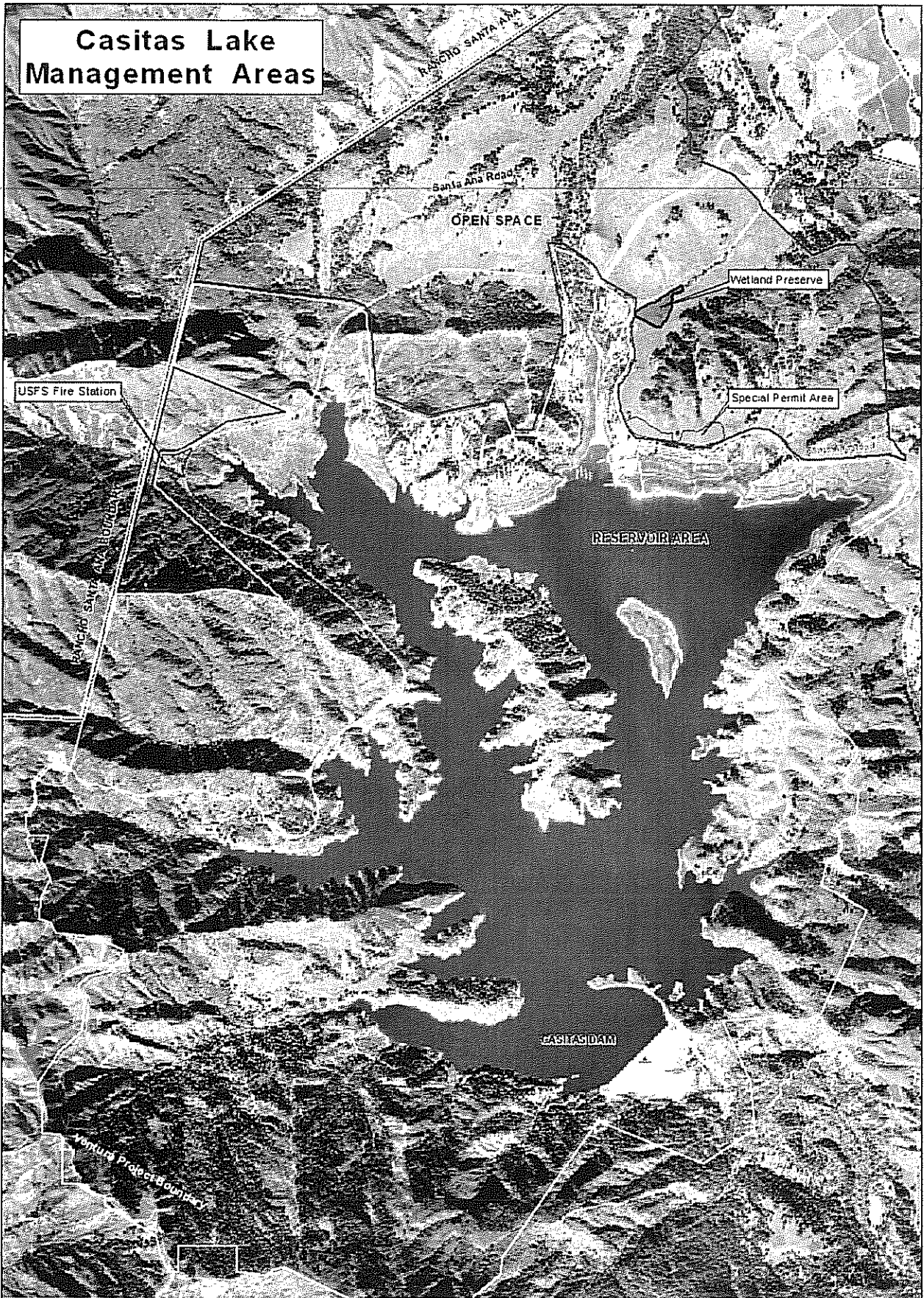
United States of America
Department of the Interior

By 

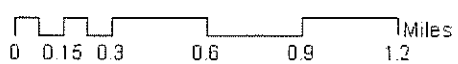
Director - Mid-Pacific Region,
Bureau of Reclamation

TOP

Casitas Lake Management Areas



- USFS Fire Station Lease
- Open Space "Title IV Lands"
- Special Permit Area
- Casitas Reservoir Lands - Vertura River Project
- Rancho Santa Ana Boundary
- Wetland_Preserve



RECLAMATION
Managing Water in the West

EXHIBIT B

ENVIRONMENTAL REQUIREMENTS

706
707
708
709710 **1.1 Introduction**

711 All Actions taking place on federal property must comply with the National Environmental
712 Policy Act (NEPA) and associated laws and regulations as amended. The District shall integrate
713 NEPA processes with other planning at the earliest possible time to insure that planning and
714 decisions reflect environmental values, to avoid delays later in the process and to head off
715 potential conflicts (40 CFR 1501.2).

716 Actions must be consistent with the following:

717 **1.1.1 Laws and regulations**

718 Fish and Wildlife Coordination Act
(PL 85-624, as amended)
719 Endangered Species Act
720 (PL 93-205, as amended)
721 Migratory Bird Treaty Act
722 (16 USC 703-711)
723 Section 404 of the Clean Water Act
724 (PL 92-500, as amended; 33 USC § 1344; 40 CFR Part 230)
725 Cultural Resources Compliance
726 (PL89-665, as amended; 36 CFR Part 800)
727 Indian Trust Asset Policy and Guidance
728 Guidance for Implementing Indian Sacred Sites
729 (EO 13007)
730 Environmental Justice
731 (EO 12898)
732 Quality of Information
733 (PL 106-554)

734 **1.1.2 Resource Management Plan (RMP)**735 **1.1.3 Reclamation Policies**

736

737 **1.2 When is Environmental Documentation Necessary?**

738 Environmental documentation is needed if maintenance or other project includes one of the
739 following:

- 740 • Ground disturbance
- 741 • Change in capacity
- 742 • Change in purpose
- 743 • New construction – Reclamation must receive notification in advance of modifications to
744 determine whether environmental documentation is required.

745 Routine maintenance not involving one of the above criteria does not require environmental
746 documentation.

747

748 **1.3 How to choose the appropriate documentation**

749 Consultation with Reclamation at the earliest planning stages and throughout the planning
750 process is necessary to ensure the appropriate level of environmental documentation and to avoid
751 unnecessary delay. The District will analyze the project as a whole; the evaluations should not
752 be compartmentalized.

753 **1.4 Categorical Exclusions**

754 Categorical Exclusions (CE) shall be prepared for minor projects, which involve one of four
755 criteria listed in Section 1.2 above and satisfy one of the following criteria under Interior 516
756 DM 2, Appendix 2.

757 **1.4.1 Categories**

758 Reclamation's current categories for CEs, as of the date of execution of this agreement,
759 are listed below.

760 The project:

- 761 • Has no significant effect on the quality of the human environment (should be answered
762 last);
- 763 • Has no highly controversial environmental effects and does not involve unresolved
764 conflicts concerning alternative uses of available resources;
- 765 • Has no significant impacts on public health or safety;
- 766 • Has no significant impacts on natural resources or unique geographic characteristics such
767 as historic or cultural resources; park, recreation or refuge lands; or other ecologically
768 significant or critical areas;
- 769 • Has no highly uncertain or potentially significant environmental effects and does not
770 involve unique or unknown environmental risks;
- 771 • Does not establish a precedent for future action and does not represent a decision in
772 principle about future actions with potentially significant environmental effects;
- 773 • Has no direct relationship with other actions with individually insignificant but
774 cumulatively significant environmental effects;
- 775 • Has no significant impacts on properties listed or eligible for listing in the National
776 Register of Historic Places (National Register);
- 777 • Has no significant impacts on species listed or proposed to be listed on the List of
778 Endangered or Threatened Species, and has no significant impacts on designated Critical
779 habitat for these species;
- 780 • Does not threaten to violate Federal, state, local, or tribal law or requirements imposed
781 for protection of human environment;
- 782 • Does not effect Indian Trust Assets (ITAs);
- 783 • Does not have a disproportionately high or adverse effect on low income or minority

- 784 populations,
- 785 • Does not limit access to or ceremonial use of Indian sacred sites on Federal lands by
- 786 Indian religious practitioners and does not significantly or adversely affect the physical
- 787 integrity of such sacred sites; or
-
- 788 • Does not contribute to the introduction, continued existence, or spread of noxious weeds
- 789 or non-native invasive species known to occur in the area and does not contribute to
- 790 actions that may promote that introduction, range, or growth of such species.
- 791

792 ***1.4.2 Preparing the CE***

793 In determining whether the action qualifies for a CE, fill out the Categorical Exclusion Checklist

794 (CEC). This checklist is required on all Reclamation actions whose impacts are small that an

795 Environmental Assessment (EA) or Environmental Impact Statement (EIS) is not required. If all

796 answers on the CEC are “no” then the action meets the requirements of a CE. If any answers are

797 marked “yes,” then an EA is required to determine the significance of the action. If any items on

798 the checklist are marked “unknown,” then the project requires additional knowledge from

799 research or consultants. If the impacts are already known or expected to be significant, then

800 prepare an EIS.

801

802 The final CE should contain the following elements:

- 803 • The project description and purpose
- 804 • Photos and maps (including a topographic map)
- 805 • The CE checklist
- 806 • Impacts, Minor Mitigation, Avoidance Strategy, Constraints
- 807

808 **1.5 Environmental Assessment/FONSI**

809

810 ***1.5.1 Environmental Assessment***

811 In the event that a Finding of No Significant Impact (FONSI) is the appropriate Environmental

812 documentation, a combined Environmental Assessment (EA) should be prepared, addressing the

813 issues significant under NEPA. The State will obtain concurrence from Reclamation that an EA

814 is the appropriate level of documentation prior to initiating the EA.

815 The draft EA will be reviewed and approved by Reclamation prior to circulation to the public or

816 agencies outside Reclamation and the State. After public circulation has been completed and

817 Reclamation as has agreed to the responses to comments received, a draft FONSI will be

818 submitted with the final EA for signature by Reclamation.

819 **1.5.1.1** Depending on the complexity of the project, the following actions may be appropriate:

- 820 • Joint environmental documentation with State, local, and tribal agencies
- 821 • Scoping (public, inter/intra-agency)
- 822 • News releases through newspapers, newsletters, and the Internet
- 823 • Sending the draft EA to the public for comments
- 824 • Public meetings

- 825 • Sending the final EA and FONSI to the public
- 826 • Consultation and coordination with other agencies
- 827 • Public meeting on the draft
- 828 • Supplementing previous EAs and FONSI
- 829 • Adoption of an EA

830 **1.5.1.2** An EA should include the following:

- 831 • A Cover Sheet, Summary, Table of Contents, and list of Preparers
- 832 • Purpose and Need: a brief objective description
- 833 • Proposed Action and All Alternatives: must contain a “no action” alternative, present the
- 834 action then discuss all reasonable alternatives in detail. Examples of details to include
- 835 are: photographs; area to be disturbed; location with a legal description and map; amount
- 836 of ownership lands to be affected; information on water and wastewater quantities,
- 837 wastewater disposal plans, water conservation measures, and additional items as needed.
- 838 • Affected Environment and Environmental Consequences: shows the effects and
- 839 consequences of the action, should show both beneficial and adverse impacts in the long-
- 840 and short-run also irreversible and irretrievable impacts and the impacts that would occur
- 841 under the no action
- 842 • Consultation and Coordination: includes coordination with other agencies who have any
- 843 interest in or jurisdiction over the project; includes field reviews and public involvement
- 844 activities, permits and approvals
- 845 • Attachments/Appendices as necessary: (a) compliance with environmental statutes, (b)
- 846 list of environmental commitments, (c) list of preparers, (d) bibliography, (e) distribution
- 847 list

848 **1.5.2 FONSI**

849 A FONSI is a document by a federal agency briefly presenting the reasons why an action, not
 850 otherwise categorically excluded, will not have a significant effect on the human environment
 851 and for which an EIS therefore will not be prepared (40 CFR 1508).

853 **1.6 Environmental Impact Statement**

854 An Environmental Impact Statement (EIS) will be prepared for projects which involve
 855 substantial or controversial impacts. An EIS is more detailed than an EA. It usually involves a
 856 more complex action or project that requires more extensive public involvement and review
 857 processes.

858 **1.6.1 Environmental Impact Statement**

859 The EIS process involves more formal notification to the public for public involvement. The
 860 environmental document discusses a full range of alternatives for accomplishing the proposed
 861 project.

862 **1.6.1.1** The following notices must be associated with the EIS:

- 863 • Notice of Intent to prepare an EIS (NOI)-describe the action and alternatives; list

- 864 proposed timeline, scoping meetings; and give contact information
- 865 • Notice of Scoping Meetings is given through publication in the Federal Register and in
- 866 local newspapers
- 867 • Notice of Public Information Meetings will be noticed in local newspapers
- 868 • Notice of Availability and Public Hearing will be published in the Federal Register and in
- 869 local newspapers

870 **1.6.1.2** Content of the EIS:

- 871 • All requirements detailed in section 1.5.1.2
- 872 • Alternatives: Alternatives presented in the EIS must be reasonable. Reasonable
- 873 alternatives include those that are practical or feasible from the technical or economic
- 874 standpoint and using common sense rather than simply desirable from the standpoint of
- 875 the applicant. All reasonable alternatives must be rigorously explored and for
- 876 alternatives that were eliminated from detailed study, include a brief explanation for the
- 877 elimination.
- 878 • A preferred alternative should be identified and explained in such language that it may be
- 879 extracted from the document to stand alone as a separate document.
- 880 • No Action Alternative-represents the projection of the future of the current situation. For
- 881 O&M studies, the no action alternative assumes continuing current O&M activities with
- 882 no change.

883 **1.6.1.3** A minimum time line for the NEPA process is as follows (Reclamation may extend

884 limits):

- 885 • The **minimum** period between the notice of a hearing and the actual hearing is 15 days
- 886 (40 CFR 1506.6 (c) (2)).
- 887 • The **minimum** period for public review of the Draft EIS (DEIS) or any supplements is 45
- 888 days (40 CFR 1506.10 (c) and (d), 516 DM 4.26A).
- 889 • The **minimum** period between EPA's Federal Register notice and issuing the Record of
- 890 Decision (ROD) is 30 days (40 CFR 1506.10 (b) (2)).

891 The recommended time line for the process is 30 days between the Notice of Availability and the

892 Public Hearing and 15 days between the Public Hearing and the closing of comments.

893

894 **1.6.2 Record of Decision**

895 The Draft Record of Decision for Reclamation signature will contain:

- 896 • The decision, the alternatives considered, and the preferred alternative from the EIS
- 897 • The environmentally preferred alternative
- 898 • The factors considered for each alternative
- 899 • Whether or not all practicable means to avoid or minimize environmental harm for the
- 900 alternative selected have been adopted, and if not, why. A summary of environmental
- 901 commitments may be necessary.
- 902 • Any monitoring and enforcement program established to ensure that identified mitigation

- 903 measures are accomplished
- 904 • A brief commentary on the Final EIS (FEIS)
- 905 • An explanation of how the community involvement in the NEPA process may have
- 906 influenced the final decision.
-
- 907 • A statement that there will be no impacts to the Indian Trust Assets (ITAs), or a
- 908 statement explaining the impacts and any unresolved ITA issues.
- 909

910 ***1.7 Supplemental Environmental Documentation***

911 If a change in environmental status occurs, it must be addressed in subsequent documents. For

912 example, if a new endangered species enters the area, the appearance and effects to a species

913 must be added in subsequent documents.

914 **1.6.3.1** Environmental changes affecting projects being developed under a programmatic EIS

915 will be addressed using a project specific EA/IS with a FONSI or a Categorical Exclusion as

916 appropriate.

917 **1.6.3.2** Environmental changes affecting projects being developed under a project specific

918 environmental document will be addressed in a Letter Supplement discussing the changes,

919 impacts, and mitigation which may be required.

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EXHIBIT C

EQUAL OPPORTUNITY REQUIREMENTS

948 During the performance of this Agreement, the District agrees as follows:

949
950 1. The District will not discriminate against any employee or applicant for employment
951 because of race, color, age, religion, sex, or national origin. The District will take affirmative
952 action to ensure that applicants are employed, and that employees are treated during employment
953 without regard to their race, color, age, religion, sex, or national origin. Such action shall
954 include, but not be limited to, the following: Employment, upgrading, demotion, or transfer;
955 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
956 compensation; and selection for training, including apprenticeship. The District agrees to post in
957 conspicuous places, available to employees and applicants for employment, notices to be
958 provided by the United States setting forth the provisions of this Equal Opportunity clause.

959
960 2. The District will, in all solicitations or advertisements for employees placed by or in
961 behalf of the District, state that all qualified applicants will receive consideration for employment
962 without regard to race, color, age, religion, sex, or national origin.

963
964 3. The District will send to each labor union or representative of workers with which it
965 has a collective bargaining agreement or other contract or understanding, a notice, to be provided
966 by the United States, advising the labor union or workers representative of the District's
967 commitments under this Equal Opportunity clause and shall post copies of the notice in
968 conspicuous places available to employees and applicants for employment.

969
970 4. The District will comply with all provisions of Executive Order No. 11246 of
971 September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the
972 Secretary of Labor.

973
974 5. The District will furnish all information and reports required by said amended
975 Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant,
976 thereto, and will permit access to its books, records, and accounts by the United States and the
977 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
978 regulations, and orders.

979
980 6. In the event of the District's noncompliance with the Equal Opportunity clause of this
981 Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,
982 terminated, or suspended, in whole or in part, by the United States and the District may be
983 declared ineligible for further Government contracts in accordance with procedures authorized in
984 said amended Executive Order, and such other sanctions may be imposed and remedies invoked
985 as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor,
986 or as otherwise provided by law.

987
988 7. The District will include the provisions of paragraphs 1) through 6) in every
989 subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

990 Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions
991 will be binding upon each subcontractor or vendor. The District will take such action with
992 respect to any subcontract or purchase order the United States may direct as a means of enforcing
993 such provisions, including sanctions for noncompliance: provided, however, that in the event the
994 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
995 result of such direction by the United States, the District may request the United States to enter
996 into such litigation to protect the interests of the United States.

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999
1000 CERTIFICATION OF NONSEGREGATED FACILITIES
1001

1002 The term segregated facilities means: any waiting rooms, work areas, restrooms and
1003 washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas,
1004 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
1005 facilities provided for employees which are segregated by explicit directive or are in fact
1006 segregated on the basis of race, creed, color, or national origin, because of habitat, local custom,
1007 or otherwise. The District certifies that it does not maintain or provide for its employees any
1008 segregated facilities at any of its establishments, and that it does not and will not permit its
1009 employees to perform their services at any location under its control where segregated facilities
1010 are maintained. The District agrees that a breach of this certification is a violation of the Equal
1011 Opportunity Clause in this contract. The District agrees that (except where it has obtained
1012 identical certification from proposed subcontractors for specific time periods) it will obtain
1013 identical certification from proposed subcontractors prior to the award of subcontractors
1014 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause,
1015 and that it will retain such certification in its files.

1016
1017 NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
1018

EXHIBIT D

TITLE VI, CIVIL RIGHTS ACT OF 1964

1. The District agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

2. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District by the United States, this assurance obligates the District; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates the District for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the District for the period during which the Federal financial assistance is extended to it by the United States.

3. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the District by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the District, its successors, transferees, and assignees.

EXHIBIT E

NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

1064
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1068 1. Nonexpendable government property is equipment which is complete in itself and
1069 does not ordinarily lose its identity or become a component part of another piece of
1070 equipment when put into use. Nonexpendable Government property includes the
1071 following:

1072
1073 a. Any single item, having a useful life of 1 year or more, which is acquired at a
1074 cost of, or valued at \$5000 or more;

1075
1076 b. Sensitive items identified in Article 5 below, regardless of acquisition cost;

1077
1078 c. All office furnishings and furniture.
1079

1080 2. For each item of nonexpendable United States property, the District is required to
1081 maintain an individual item record which will adequately satisfy the requirements set
1082 forth in Article 17 of this Agreement. In establishing and maintaining control over
1083 United States' property, the District will include, at the minimum, the following
1084 information in their property accounting system:

1085
1086 a. Contract number

1087 b. Name of item

1088 c. Manufacturer's name

1089 d. Manufacturer's model number

1090 e. Manufacturer's serial number

1091 f. Acquisition document reference and date

1092 g. Guarantee and warranty lapse date

1093 h. Location

1094 i. Unit price
1095

1096 3. Accessory and component equipment that is attached to, part of, or acquired for use
1097 with a specific item or equipment must be recorded on the record of the basic item. Any
1098 accessory or component item that is not attached to, part of, or acquired for use with a
1099 specific item of equipment must be recorded separately. Useable accessory or
1100 component items that are permanently removed from items of Government property must
1101 also be separately recorded.
1102

1103 4. The unit price of each item of government property must be contained in the District's
1104 property control system. The District's quantitative inventory record must contain the
1105 unit prices. The supplementary records containing this information must be identified
1106 and recognized as a part of the unit price of the item (less discount).
1107

1108 5. Firearms, museum property, motor vehicles and heavy equipment are sensitive items
1109 of nonexpendable property which shall be included in the District's property
1110 accountability system, even if the original acquisition cost is under \$5000.
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EXHIBIT F

RECLAMATION MANUAL

Policy LND P02

Subject: Concessions Management

Purpose: Sets forth the policy for planning, development, management, and operation of concessions at Reclamation projects.

Authority: Reclamation Act of 1902, as amended and supplemented; the Reclamation Project Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.

Contact: Land, Recreation, and Cultural Resources Office, D-5300

1. Concessions Management Policy.

A. **Stewardship.** Reclamation and its Districts will ensure that concessions are planned, developed, and managed to meet public needs, are compatible with the natural and cultural resources, and provide a variety of services which are consistent with authorized project purposes.

B. **Authorization of Concessions.** Based on the principles contained in this policy, Reclamation will authorize concessions which establish or continue to provide necessary and appropriate facilities and services.

2. Definition.

A. **Concession.** A concession is a non-Federal commercial business that supports appropriate public recreation uses and provides facilities, goods, or services for which revenues are collected. A concession involves the use of the Federal estate and usually involves the development of real property improvements.

3. **Concessions Principles.** The following principles guide the planning, development, and management of concessions:

A. Concessions will provide quality recreation facilities and services accessible to persons with disabilities, and appropriate visitor goods and services at reasonable rates.

B. Concession operations will provide for the protection, conservation, and preservation of natural, historical, and cultural resources.

C. Commercial facilities and services will be planned and developed through a commercial services planning and public involvement process, in cooperation with other public agencies.

1200
 1201 D. Concessionaires will be provided with opportunities for a reasonable profit and may
 1202 be compensated for Reclamation-approved improvements that will remain the property of
 1203 the United States.

1204
 1205 E. Reclamation will ensure fair competition in the awarding of concessions contracts and
 1206 will not allow preferential rights of renewal.

1207
 1208 F. Exclusive use of the Federal estate will not be allowed and existing exclusive use will
 1209 be removed as soon as possible.

1210
 1211 G. Concessions will comply with applicable Federal, State, and local laws.

1212
 1213 **4. Supporting Directives and Standards and Guidelines.** Implementation of the Concessions
 1214 Management Policy is accomplished through the use of the Reclamation Manual Directives and
 1215 Standards, and Guidelines.

- 1216 • *Concessions Management by the Bureau of Reclamation, LND 04-01.*
 1217 • *Concessions Management by Non-Federal Partners, LND 04-02.*
 1218 • *Concessions Management Guidelines.*

1219
 1220 (154) 3/4/02
 1221 Supersedes (73) 4/3/98
 1222

RECLAMATION MANUAL
Directives and Standards LND 04-02

1223
1224

1225 **Subject:** Concessions Management by Non-Federal Partners

1226
1227 **Purpose:** Establishes minimum approval standards for all new, modified, or renewed non-
1228 Federal concession contracts.

1229
1230 **Authority:** Reclamation Act of 1902, as amended and supplemented; the Reclamation Project
1231 Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.

1232
1233 **Contact:** Land, Recreation, and Cultural Resources Office, D-5300

1234
1235

1236 **1. Non-Federal Partners.** Reclamation may transfer to non-Federal partners the responsibility to
1237 develop and manage public recreation areas and concession services. Transferred areas are
1238 managed by a partner under Federal authorities, the partner's authorities, specific contracts, and
1239 agreements with Reclamation. Well-planned and -managed concessions on the Federal estate are
1240 of mutual interest to Reclamation and its partners. Reclamation is responsible for continuous
1241 management oversight of Districts and their concessions operations.

1242
1243 **2. Compliance With Directives and Standards.** New concession contracts issued by Districts
1244 must comply with these directives and standards. Existing concession contracts issued by
1245 Districts must, at the first opportunity, be brought into compliance with these directives and
1246 standards. If a concession contract is amended or terminated because of contract default or for
1247 other reasons and a subsequent concession contract is issued by the non-Federal partner, the
1248 subsequent concession contract must be in compliance with these directives and standards.

1249
1250 **3. Definitions.**

1251
1252 **A. Concession.** A concession is a non-Federal commercial business that supports
1253 appropriate public recreation uses and provides facilities, goods, or services for which
1254 revenues are collected. A concession involves the use of the Federal estate and usually
1255 involves the development of real property improvements.

1256
1257 **B. Exclusive Use.** Exclusive use is any use that excludes other appropriate public
1258 recreation use or users for extended periods of time. Exclusive use includes, but is not
1259 limited to, boat docks, cabins, trailers, manufactured or mobile homes, structures, or
1260 amenities that are determined by Reclamation to be exclusive use.

1261
1262 **C. Federal Estate.** The Federal land and water areas under the primary jurisdiction of the
1263 Department of the Interior, Bureau of Reclamation.

1264
1265 **D. Fixed Assets.** Fixed assets are any structures, fixtures, or capital improvements
1266 permanently attached to the Federal estate.

1267

1268 E. **Improvement.** An addition to real property that increases its value or utility or that
 1269 enhances its appearance.

1270
 1271 F. **Management Agreement.** A management agreement is a binding contract between
 1272 Reclamation and a partner to provide public recreation opportunities and concession
 1273 services on the Federal estate.

1274
 1275 G. **Non-Federal Partner.** A non-Federal partner is a non-Federal public entity that
 1276 manages recreation and other resources through a contractual agreement with
 1277 Reclamation.

1278
 1279 H. **Total Benefits to the Government.** Total benefits include:

1280
 1281 (1) **Direct Returns.** These are fees generated by authorized concession contracts
 1282 and paid directly to the managing entity or to the United States Treasury.

1283 (2) **Direct Benefits.** These are fees paid into a contractually designated special
 1284 account for resource and capital improvements that directly benefit the public in
 1285 the area of operations where the fees are collected.

1286 (3) **Indirect Benefits.** These are services performed by the concessionaire that
 1287 benefit the public or improvements made to the Federal estate by the
 1288 concessionaire.

1289
 1290 **4. District Agreements.**

1291
 1292 A. **Third-Party Concession Agreements.** Third-party concession agreements are
 1293 agreements between the non-Federal District and another entity to provide concession
 1294 related services and facilities.

1295
 1296 (1) **Agreement Standards.** Any concession contract, including a contract renewal
 1297 or modification, issued by the non-Federal District must meet the requirements of
 1298 these Concessions Management Directives and Standards.

1299 (2) **Contract Approval.** Before issuing or renewing a non-Federal concession
 1300 contract, the contract must be approved by Reclamation.

1301 (3) **Stand In Stead Conditions.** All concession contracts must state that
 1302 Reclamation will not stand instead for the District should the management
 1303 agreement expire or be terminated. At Reclamation's discretion, Reclamation may
 1304 issue a new concession contract that is in compliance with Reclamation Manual
 1305 (RM), *Concessions Management by Reclamation*, LND 04-01. Reclamation will
 1306 not issue a new contract until all exclusive use has been removed.

1307
 1308 B. **Review and Evaluation.** All management agreements will require Reclamation to
 1309 conduct annual concession operation reviews and evaluations. Reclamation may also
 1310 conduct unplanned reviews, as necessary. If a review identifies operational or
 1311 administrative deficiencies in the operation of a concession, a timetable must be
 1312 established by the area office to correct these deficiencies.
 1313

1314 C. **Exclusive Use.** New, renewed, or modified management agreements and concession
 1315 contracts will include clauses that prohibit new exclusive use and require that existing
 1316 exclusive use be phased out. When existing concession contracts issued by the partner are
 1317 modified or renewed, Reclamation and the partner must establish a timetable in the
 1318 concession contract that phases out existing exclusive use before the expiration of the
 1319 contract. This timetable must be established before the concession contract is resubmitted
 1320 to Reclamation for approval. The concessionaire and a person hired to guard the
 1321 concessionaires investment may reside on the Federal estate, with the written approval of
 1322 Reclamation.

1324 D. **Disposition of Fees.** Unless State or local laws direct how concession fees paid to the
 1325 partner will be used, the following will apply: (1) fees will be returned to the area to
 1326 provide for operation, maintenance, and replacement of recreation facilities and new
 1327 facility development; (2) any excess fees (profit) will be returned to Reclamation and
 1328 disposed of according to RM, *Crediting of Incidental Revenues*, PEC 03-01.

1330 E. **Statistical Data.** Each year, the District will be required to provide Reclamation with
 1331 the information specified in Reclamation's Recreation Use Data Report. Other
 1332 information may be required, as necessary. This information will provide an accurate
 1333 inventory of facilities. The report will also contain other data about the District's
 1334 recreation and concession operations on the Federal estate.

1336 5. **Concessions Planning.** Concession development will adhere to the concessions principles
 1337 listed in RM, *Concessions Management* (LND P02), will be based on appropriate plans
 1338 developed by the partner or Reclamation, and will be approved by the Regional Director or
 1339 delegate. Reclamation can provide direction and assistance in the process, as necessary, to
 1340 accomplish effective commercial services planning.

1342 6. **Concessions Contracting.** The following items will be addressed in all new and renewed
 1343 concessions contracts issued by non-Federal partners.

1345 A. **Sale and Transfer.** The sale and transfer of existing concessions must be approved
 1346 according to the management agreement and reported to Reclamation in a timely manner.

1348 B. **Contract Language.** The partner will develop and use contract language that
 1349 complies with all applicable Federal laws, rules, regulations, and Executive Orders.
 1350 Reclamation can provide examples of standard contract structure and language.

1352 C. **Length of Term.** The term for a concession may not exceed the term of the
 1353 management agreement between Reclamation and the partner. In general, terms should
 1354 be as short as possible and based on the new investment required as determined by a
 1355 financial feasibility evaluation.

1357 D. **Subconcessions.** All subconcessions must meet the terms and conditions of the prime
 1358 concession contract. The partner must approve all subconcessions and notify Reclamation
 1359 in advance of any authorization that needs Reclamation approval. Generally,

1360 subconcessions are discouraged in order to keep operations under single management.
1361

1362 **E. Concessions Building and Improvement Program.** All designs and construction
1363 must comply with applicable Federal, State, and local environmental and historic
1364 preservation laws and regulations and building code requirements. In areas where no
1365 State or local construction standards exist, Reclamation may provide appropriate
1366 standards. Where required and before construction, building permits must be obtained
1367 from local authorities by the concessionaire. All facilities will be harmonious in form,
1368 line, color, and texture with the surrounding landscape.
1369

1370 **F. Operation and Maintenance Plan.** Concessionaires will prepare an annual operation
1371 and maintenance plan, which must be approved by the partner. The concession contract
1372 must clearly state what the plan will contain. Reclamation can provide examples of such
1373 plans for the partner and the concessionaire.
1374

1375 **G. Reimbursement for Fixed Assets.**
1376

1377 (1) A right to reimbursement may exist when a concessionaire places
1378 Reclamation-approved fixed assets on the Federal estate. Title to fixed assets must
1379 be established in the concession contract. Reimbursement of a concessionaire for
1380 fixed assets is the responsibility of the partner. The method for determining the
1381 amount of reimbursement and the method of payment will be specifically
1382 addressed in the concession contract between the partner and the concessionaire.
1383

1384 (2) In the event the partner's agreement with Reclamation expires or is terminated
1385 without a commitment by both Reclamation and the partner to enter into another
1386 agreement, all the concessionaires' fixed assets and personal property must be
1387 removed from the Federal estate unless Reclamation decides to issue a new
1388 concessions contract and decides to retain the fixed assets. [See paragraph 4A(3).]
1389 The partner will be responsible for ensuring that the concession area is returned in
1390 a condition satisfactory to Reclamation.
1391

1392 (3) It must be clearly stated that no financial obligation or risk will reside in the
1393 Federal Government for reimbursement for fixed assets or personal property as a
1394 result of the partner awarding a concession contract. All new concession contracts
1395 issued by the partner will address rights for reimbursement to the concessionaire
1396 for fixed assets. Interests in a concessionaire's fixed assets may not extend beyond
1397 the term of the management agreement. In addition, the concession contract must
1398 provide appropriate language regarding interests in fixed assets and methods of
1399 reimbursement, if any, to the concessionaire by the partner.
1400

1401 **H. Area of Operation.** Each concession contract will authorize and define only the
1402 physical area necessary to conduct the business activities allowed by the contract.
1403 Concession boundaries must be surveyed by the partner and easily recognizable by the
1404 visiting public.
1405

- 1406 **I. Additional Facilities or Services.** Any proposal for expansion of facilities or services
1407 must be reviewed by Reclamation and approved by the partner before the expansion takes
1408 place.
1409
- 1410 **J. Exclusive Use.** The contract must state that no new facility, service, or site determined
1411 by Reclamation to be exclusive use will be allowed. New, renewed, or modified
1412 concession contracts issued by the partner will include clauses that establish a timetable
1413 for phasing out existing exclusive use before the contract expires.
1414
- 1415 **K. Reclamation Rights.** All concession contracts must be subject to the rights of
1416 Reclamation and its agents to use the subject lands and waters for project purposes.
1417
- 1418 **L. Termination of Concession Contract.** Concession contracts will acknowledge the
1419 right of Reclamation to terminate, for cause, any concession contract authorized by a
1420 non-Federal partner.
1421
- 1422 **M. Total Benefits.** The partner will establish and recover fair benefits, including direct
1423 return and direct and indirect benefits, for the uses, rights, and privileges granted by a
1424 concession contract. For disposition of fees, see paragraph 4D.
1425
- 1426 **N. Rates and Merchandise.** Rates charged by concessionaires for services, food,
1427 lodging, and merchandise will be based on charges for comparable facilities, services,
1428 and merchandise provided by the private sector in similar situations. The partner must
1429 approve the rates requested by concessionaires.
1430
- 1431 **O. Concessions Safety Program.** Concessionaires are responsible for providing and
1432 ensuring a safe and healthful environment for both the visiting public and employees by
1433 developing, implementing, and administering health, safety, and educational programs to
1434 ensure that concession areas are managed in compliance with Federal, State, and local
1435 laws, rules, and regulations.
1436
- 1437 **P. Environmental Compliance.** Concession contracts will address all activities with
1438 potential environmental impacts resulting from the release of hazardous materials to the
1439 environment including, but not limited to, the following: pesticides, herbicides, sewage
1440 effluents, petroleum products, and liquid waste (gray water). Concessionaires are
1441 required to follow all applicable Federal, State, and local laws, rules, and regulations
1442 related to hazardous substance use, storage, and disposal. Application for and acquisition
1443 of all required certifications and permits are the responsibility of the concessionaire.
1444
- 1445 **Q. Food Sanitation.** Concessionaires' food services will comply with Federal, State, and
1446 local food handling and sanitation regulations.
1447
- 1448 **R. Advertising and Signs.** The Reclamation logo or name, along with the non-Federal
1449 partner logo or name, will be displayed at all concession entrances used by the public.
1450 Outdoor signs or other forms of advertising on the Federal estate must be approved by

1451 Reclamation before they are displayed.
1452

1453 **S. Sale of Personal Property.** The sale of personal property other than the approved
1454 concessions inventory is prohibited on the Federal estate. No party will be permitted to
1455 sell personal property, including vehicles, manufactured or mobile homes, house trailers,
1456 travel trailers, boats, or personal water craft, on the Federal estate.
1457

1458 **T. Utility Services Provided by Reclamation.** The fee charged for utility services
1459 provided by Reclamation will be based on the recovery of full operating and replacement
1460 costs for utility capital investments and comparable utility rates. Utility services include,
1461 but are not limited to, electricity, power, water, waste disposal, gas, and communication
1462 systems.
1463

1464 **U. Insurance Program.** Concessionaires must have and maintain an appropriate
1465 insurance policy that will indemnify the United States and meet applicable State
1466 requirements. All liability policies will provide that the insurance company will have no
1467 right of subrogation against the United States and must provide that the United States is
1468 named as an additional insured. The partner may establish similar requirements itself, but
1469 it must provide Reclamation with a copy of the insurance certificate that identifies the
1470 above conditions.
1471

1472 **V. System of Recordkeeping.** Financial reports and records necessary for management
1473 and oversight of concessions must be maintained and available to the partner and to
1474 Reclamation upon request. At a minimum, each concessionaire will complete
1475 Reclamation's Annual Financial Report form(s).
1476

1477 7. Concessions Administration.

1478

1479 **A. Annual Review and Evaluation.** All concession agreements issued by the non-
1480 Federal partner will require Reclamation and the non-Federal partner to conduct annual
1481 concession reviews and evaluations. The review should identify problems, solutions, and
1482 a timetable for resolving the problems in a written report. The non-Federal partner must
1483 ensure that any operational or administrative deficiencies noted by the review are
1484 corrected in accordance with the established timetable.
1485

1486 **B. Nonprofit Organizations.** In certain circumstances, it may be suitable for cooperative
1487 associations or nonprofit organizations to sell goods or provide visitor services to meet
1488 the goals and objectives of both Reclamation and the partner. These associations and
1489 organizations must be approved by the partner if the cooperating association operates
1490 within a concession or elsewhere on the Federal estate. The cooperating association will
1491 be responsible for maintaining its accounting system, and the system cannot be combined
1492 with a concessionaire's annual financial report. Nonprofit organizations will also be given
1493 very clear instructions identifying the type of business they are authorized to conduct and
1494 the types of goods and services they may provide. All organizations must provide written
1495 proof of their nonprofit status to Reclamation and the partner.
1496

1497 **C. Employment of Reclamation Personnel or Family Members⁽¹⁾.** Reclamation
 1498 employees or family members may not be owners, partners, board members, corporate
 1499 officers, general managers, or employees of any business providing commercial services
 1500 on the Federal estate, nor may they have any financial interest in such a company.
 1501 Ownership of stock shares traded in a recognized open market is not considered a
 1502 financial interest under these directives and standards. Reclamation employees are further
 1503 prohibited from using their public office for private or family gain. A Reclamation
 1504 employee involved in preparing specifications, awarding a contract, or administering a
 1505 concession may not be involved in that activity if the employee or a family member is
 1506 involved in any phase or operation of that concession. Any Reclamation employee or
 1507 family member responsible for any phase of a concession contract will be excused from
 1508 duties related to the concession contract if the employee or a family member is involved
 1509 in competing for the contract or if the Reclamation employee may benefit financially
 1510 from the awarding of the contract.
 1511
 1512

1513 ¹Guidance on this issue should be obtained from an ethics counselor in the servicing Reclamation
 1514 Personnel/Human Resources Office.
 1515

1516
 1517
 1518 (159) 4/29/02
 1519 Supersedes (74) 4/3/98
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EXHIBIT G

**Department of the Interior
Departmental Manual**

Effective Date: 12/01/95

Series: Intergovernmental Relations

Part 512: American Indian and Alaska Native Programs

Chapter 2: Departmental Responsibilities for Indian Trust Resources

Originating Office: Office of American Indian Trust

512 DM 2

1. **Purpose.** This Chapter establishes the policies, responsibilities, and procedures for operating on a government-to-government basis with federally recognized Indian tribes for the identification, conservation, and protection of American Indian and Alaska Native trust resources to ensure the fulfillment of the Federal Indian Trust Responsibility.

2. **Policy.** It is the policy of the Department of the Interior to recognize and fulfill its legal obligations to identify, protect, and conserve the trust resources of federally recognized Indian tribes and tribal members, and to consult with tribes on a government-to-government basis whenever plans or actions affect tribal trust resources, trust assets, or tribal health and safety.

3. **Responsibilities.**

A. **Heads of bureaus and offices** are responsible for identifying any impact of Departmental plans, projects, programs or activities on Indian trust resources. Department officials shall:

(1) Establish procedures to ensure that the activities of Departmental organizations impacting upon Indian trust resources are explicitly addressed in planning, decision, and operational documents;

(2) Ensure that bureaus and offices consult with the recognized tribal government whose trust resource, asset, or health and safety is potentially affected by the proposed action, plan, or activity;

(3) Remove procedural impediments to working directly and effectively with tribal governments;

(4) Provide drafts of all procedures or amendments to procedures developed pursuant to this Chapter to the Office of American Indian Trust for review and comment; and,

1588
 1589 (5) Designate a senior staff member to serve as liaison between the bureau or office and the
 1590 Office of American Indian Trust.
 1591

1592 **B. Office of American Indian Trust** is responsible for ensuring compliance with the
 1593 procedures and requirements under this Chapter. The Office of American Indian Trust will serve
 1594 as the Department's liaison and initial point of contact on all matters arising under this Chapter.
 1595 All procedures and amendments to procedures shall be submitted by Departmental bureaus and
 1596 offices to the Office of American Indian Trust for review and comment. After such review and
 1597 comment, the procedures and amendments to procedures will be transmitted to the Assistant
 1598 Secretary - Indian Affairs for final approval.
 1599

1600 **C. Assistant Secretary - Indian Affairs** is responsible for approving bureau and office
 1601 procedures, or amendments thereto, developed pursuant to this Chapter.
 1602

1603 4. Procedures.

1604
 1605 **A. Reports.** As part of the planning process, each bureau and office must identify any
 1606 potential effects on Indian trust resources. Any effect must be explicitly addressed in the
 1607 planning/decision documents, including, but not limited to, Environmental Assessments,
 1608 Environmental Impact Statements, and/or Management Plans prepared for the project or activity.
 1609 The documentation shall:
 1610

1611 (1) Clearly state the rationale for the recommended decision; and

1612
 1613 (2) Explain how the decision will be consistent with the Department's trust responsibility.
 1614

1615 **B. Consultation.** In the event an evaluation reveals any impacts on Indian trust resources,
 1616 trust assets, or tribal health and safety, bureaus and offices must consult with the affected
 1617 recognized tribal government(s), the appropriate office(s) of the Bureau of Indian Affairs, the
 1618 Office of the Solicitor, and the Office of American Indian Trust. Each bureau and office within
 1619 the Department shall be open and candid with tribal government(s) during consultations so that
 1620 the affected tribe(s) may fully evaluate the potential impact of the proposal on trust resources and
 1621 the affected bureau(s) or office(s), as trustee, may fully incorporate tribal views in its decision-
 1622 making processes. These consultations, whether initiated by the tribe or the Department, shall be
 1623 respectful of tribal sovereignty. Information received shall be deemed confidential, unless
 1624 otherwise provided by applicable law, regulations, or Administration policy, if disclosure would
 1625 negatively impact upon a trust resource or compromise the trustee's legal position in anticipation
 1626 of or during administrative proceedings or litigation on behalf of tribal government(s).
 1627

1628 12/01/95 #3049

1629 Replaces 05/23/95 #3040
 1630
 1631
 1632
 1633

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 78-39

A RESOLUTION DIRECTING EXECUTION OF AN INTERIM AGREEMENT BETWEEN UNITED STATES OF AMERICA AND CASITAS MUNICIPAL WATER DISTRICT FOR MANAGEMENT OF VENTURA RIVER OPEN SPACE LANDS

BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the General Manager and Chief Engineer of this District is hereby directed to execute on behalf of the District the "Interim Agreement Between United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands." A copy of said Interim Agreement is on file in the District office and identified as Contract No. 8-07-20-L0530.

PASSED AND ADOPTED this 26th day of April, 1978.

Clyde A. Campbell

President, Casitas
Municipal Water District

ATTEST:

L R Whelan

Secretary-Treasurer, Casitas
Municipal Water District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

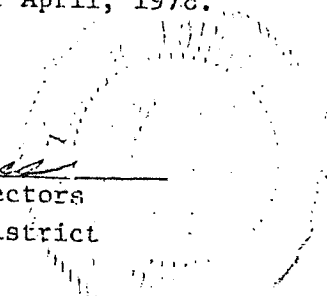
I, Anita E. Snodgrass, Clerk of the Board of Directors of Casitas Municipal Water District, certify that the foregoing is a true and correct copy of a resolution adopted at a meeting of said Board of Directors held on the 26th day of April, 1978, by the following vote:

- AYES: Directors: Campbell, Whelan, Hansen, Coultas
- NOES: Directors: None
- ABSENT: Directors: Walker

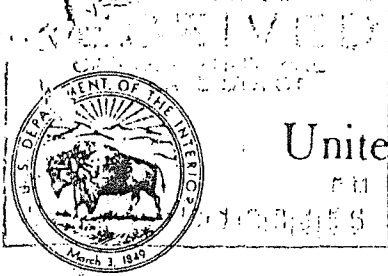
IN WITNESS WHEREOF I have signed my name and affixed the official seal of the Casitas Municipal Water District this 27th day of April, 1978.

Anita E. Snodgrass

Clerk of the Board of Directors
Casitas Municipal Water District



- ACT. INFO.
- SCHOOL
- AGRI
- ADMIN
- ENGR
- O & M
- PARK
- _____
- FILE



United States Department of the Interior
BUREAU OF RECLAMATION

MID-PACIFIC REGIONAL OFFICE
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825

MAY 16 1978

IN REPLY
REFER TO: MP-420
780.

Mr. Robert N. McKinney
General Manager and Chief Engineer
Casitas Municipal Water District
Post Office Box 37
Oak View, California 93022

Dear Mr. McKinney:

Enclosed is one original copy of the Interim Agreement for management of open space lands at Lake Casitas, Contract No. 8-07-20-L0530, which I have executed today on behalf of the United States.

Sincerely yours,

M. A. Gatino
Acting Regional Director

Enclosure

RECEIVED
 CASITAS MUNICIPAL
 WATER DISTRICT
 APR 10 1978
 AM
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UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 Ventura River Project, California

INTERIM AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CASITAS MUNICIPAL WATER DISTRICT FOR MANAGEMENT OF VENTURA RIVER OPEN SPACE LANDS

THIS AGREEMENT, made this 16th day of May, 1978, in accordance with the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly Title IV of the Act of October 27, 1974 (88 Stat. 1493) entitled, "Casitas Reservoir Open Space, California," all collectively hereinafter referred to as Federal Reclamation Laws, by and between THE UNITED STATES OF AMERICA acting by and through its Department of the Interior, hereinafter styled the "United States," represented by the officer executing this instrument on its behalf which officer, his successor and his duly authorized representative are hereinafter severally called the "Contracting Officer," and the CASITAS MUNICIPAL WATER DISTRICT, a political subdivision duly organized and operating under the laws of the State of California, acting by and through its Board of Directors and hereinafter styled the "Casitas."

WITNESSETH, THAT:

WHEREAS, the United States has acquired certain lands or interests in lands for the construction, operation and maintenance of the Ventura River Project (Project) as authorized by the Act of March 1, 1956 (70 Stat. 32) entitled, "Ventura River Project"; and

WHEREAS, Casitas is currently operating the Project and managing those Project lands pursuant to Contract No. 14-06-200-5257 between Casitas and the United States; and

WHEREAS, it is in the public interest to protect the quality of the water stored in Lake Casitas; and

WHEREAS, the United States will acquire certain additional lands or interests in land to protect the quality of water in Lake Casitas and to serve other purposes (hereinafter referred to as "open space lands"); and

WHEREAS, the United States and Casitas are negotiating a long-term management agreement for the open space lands; and

WHEREAS, the United States and Casitas wish Casitas to undertake the management of open space lands prior to execution of said long-term agreement.

NOW, THEREFORE, the United States and Casitas agree as follows:

TERM OF AGREEMENT

1. This agreement will remain in force and effect until such time as the United States and a non-Federal public body have executed a long-term management agreement for the open space lands.

TRANSFER OF MANAGEMENT OF OPEN SPACE LANDS

2. Casitas shall assume management of each parcel or group of parcels of open space lands shown on Drawing No. 767-208-241, attached hereto and marked Exhibit "A", upon receipt of a written

notice of transfer from the Contracting Officer respecting that parcel or group of parcels. Said notice shall not be given for any parcel or group of parcels until the United States has satisfied all its obligations to the former owner of that parcel excepting the right of USE AND OCCUPANCY reserved, as permitted pursuant to Title IV of the Act of October 27, 1974 (88 Stat. 1493); Provided, That should such right of USE AND OCCUPANCY be reserved, the notice of transfer will set forth the terms and conditions applicable to such reservation.

MANAGEMENT OF OPEN SPACE LANDS

3. (a) Casitas shall manage each parcel of open space lands, transferred as stated in Article 2 hereof, for which a right of USE AND OCCUPANCY was reserved, in accordance with the terms and conditions set forth in the notice of transfer relating to that parcel and in accordance with the Management Guidelines, as amended, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

(b) Casitas shall manage each parcel or groups of parcels of open space lands, transferred as stated in Article 2 hereof, where no rights were reserved, in accordance with the Management Guidelines, as amended, and to prevent trespassing, vandalism, and other acts which are detrimental to the United States and contrary to the intent of said Title IV of the Act of October 27, 1974 (88 Stat. 1493).

RESERVATIONS

4. The privileges herein granted to Casitas are subject to:

(a) Existing rights, privileges, or interests in the lands shown on Exhibit "A" to which the title of the United States may be subject, and Casitas agrees not to interfere with such rights, privileges, or interests.

(b) Existing easements and rights-of-way; and easements or rights-of-way which may be acquired by the United States.

(c) The right of properly authorized officers, assignees, agents, employees, permittees, and lessees of the United States to enter upon the lands described herein without charge for the purpose of enforcing, protecting, and exercising the rights reserved to the United States and protecting the rights vested in those not party to this agreement except that reasonable notice will be given to Casitas prior to said officers, assignees, agents, employees, permittees, and lessees entering said open space lands.

TITLE TO LAND, IMPROVEMENTS AND RESTORATION

5. Casitas shall not construct any structures or facilities on open space lands without written approval of the Contracting Officer.

PREPARATION AND ADMINISTRATION OF CONTRACTS, ETC.,
RELATING TO THE REAL PROPERTY OF THE UNITED STATES

6. (a) For the purposes of this agreement, definitions of the following terms are:

(1) AN EASEMENT is an instrument which grants an estate in the land and is not revocable except as may be provided in the instrument. Rights of way for roads, transmission lines, pipelines, and like uses, are granted by an easement.

(2) A LEASE is an instrument by which lands and tenements are conveyed for a number of years or at will. Leases may be used to convey lands for grazing, agricultural, commercial and other uses.

(3) A PERMIT, LICENSE, OR CONTRACT is an instrument granting authority to do an act or acts on lands without conveying an interest therein. It is an instrument giving a personal privilege which is temporary and revocable.

(b) When the United States receives a request for a permit, license, or contract for use of the open space lands transferred to Casitas for management, it shall forward the request, together with any comments which may be pertinent, to Casitas. Notice of referral shall be sent to the applicant without comment. The applicant also should be told that further information regarding the application will emanate from Casitas and all subsequent inquiries concerning the application should be sent direct to Casitas.

(c) Subject to the provisions of (d) below, Casitas may grant or deny permits, licenses and contracts to use the open space lands transferred to it for management. Casitas will send the Bureau a copy of each permit, license, and contract granted. Casitas will not grant any permits, licenses, or contracts that involve the installation and

construction of structures on the open space lands without prior consent by the United States.

(d) All leases, easements, and interests in land shall be granted only by the United States.

If the application is one which can only be granted by the United States, Casitas shall furnish a copy of the application and comments thereon to the United States. If the request is compatible with the management of the open space lands and if Casitas has indicated approval, the United States will execute the appropriate documents and send a copy of the executed documents to Casitas.

(e) In granting permission to use the open space lands, care shall be exercised to assure that:

- (1) The encroachment is held to the minimum practical;
- (2) There is no interference with the Project;
- (3) A permit, license, or contract is not issued as a substitute for an easement or lease;
- (4) Disposal of land by the United States is not being contemplated.

When there is doubt on any of these matters, the application shall be sent to the United States.

(f) Charges may be made for easements, leases, permits, licenses, and contracts to use the open space lands.

- (1) The charge shall be based on the fair value of the right granted with a minimum sufficient to cover the administration

expenses involved. Casitas may establish uniform charges for servicing permits, licenses, and contracts.

(2) No charge will be made by the United States for rights granted to governmental entities or to such quasi-governmental agencies or nonprofit organizations as the parties shall agree upon. However, if a governmental entity requests a right for the specific benefit of a private party, charges will be imposed and will be paid to Casitas direct as though the grant were to the private entity.

(3) All revenues from easements, leases, permits, licenses, and contracts to use the open space lands shall be returned to the United States for credit to the Reclamation fund.

(g) The parties agree that the procedures set forth in this section appear desirable and feasible at this time. However, the effectiveness of these procedures is subject to review. Necessary or desirable changes will be made by agreement of the parties when the need therefor becomes evident.

LIABILITY AND INDEMNIFICATION

7. (a) To the extent it is legally able to do so, Casitas agrees to indemnify and hold harmless the United States, its agents and employees from any loss or damage and from any liability on account of personal injury, death or property damage or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of Casitas' activities under the terms of this agreement.

(b) Insofar as the United States is legally authorized to do so, it shall hold Casitas harmless from any damages or injury resulting from the activities of the United States under the terms of this agreement. This article is not intended to confer any liability upon the United States not presently existing under Federal law.

MANAGEMENT RESPONSIBILITY

8. Casitas shall perform whatever work is necessary as approved by the Contracting Officer to reasonably control the erosion for the open space lands in order to minimize or prevent siltation or to protect water quality in the reservoir. Such work may include, but not be limited to grading, clearing, grubbing, discing, weed control, control burning, debris removal and other related watershed management practices, calculated to prevent cleared areas from returning to chaparral.

IMPROVEMENTS AND STRUCTURES

9. (a) Casitas shall not construct or remove any improvement, structure, or facility on the open space lands without written approval of the Contracting Officer.

(b) From time to time, but not more than at monthly intervals, the United States shall reimburse Casitas from funds appropriated pursuant to Title IV of the Act of October 27, 1974, for costs and expenses incurred by Casitas for the removal of improvements, structures and facilities from and/or cleanup of the open space lands approved by the Contracting Officer. Said costs and expenses will include direct

labor, contract costs, administrative overhead, and other associated costs incurred directly as a result of Casitas' removal activities.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

10. The expenditure of any money by the United States in the performance of any work by Casitas provided for by the terms of this agreement which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of Congress to appropriate funds or the absence of any allotment of funds shall not impose any liability upon the United States, nor relieve Casitas of any of its obligations provided for by the terms of this agreement with the exception of work requested under item 9(b) of this contract.

MISCELLANEOUS PROVISIONS

11. (a) The attached statement marked Exhibit "C" entitled, Reclamation Land-Use Stipulation, wherein Casitas is referred to as "permittee," is by reference incorporated herein and made a part hereof.

(b) The attached statement marked Exhibit "D" entitled, Environmental Requirements, is by reference incorporated herein and made a part hereof.

(c) The attached statement marked Exhibit "E" entitled, Title VI, Civil Rights Act of 1964, as amended, is by reference incorporated herein and made a part hereof.

(d) The following statement, Nondiscrimination in Public Accommodations, applies to this agreement. Casitas agrees that it and its employees will not discriminate because of race, color, age, religion, sex, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public, nor shall Casitas or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color, age, religion, sex, or national origin. Casitas agrees to include and require compliance with a provision similar to the foregoing provision in any contract made with respect to the operations to be carried out hereunder.

(e) The attached statement marked Exhibit "F" entitled, Equal Opportunity is by reference incorporated herein and made a part hereof.

NOTICE, DEMAND, PAYMENT, OR ANNOUNCEMENT

12. (a) Any notice or announcement authorized or required to be given to the United States shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, Federal Building, 2800 Cottage Way, Sacramento, California 95825.

(b) Any notice, demand, payment, or announcement authorized or required to be given to Casitas shall be deemed to have been given when mailed in a postage prepaid or franked envelope or delivered

to the Casitas Municipal Water District, Post Office Box 37, Oak View, California 93022.

(c) The designation of the addressee or the address given above may be changed by notice given in the same manner as provided in this article for other notices.

(d) This article shall not preclude effective service by other means.

SOLICITATION OF AGREEMENT

13. Casitas warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Casitas for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to require the Casitas to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

OFFICIALS OR EMPLOYEES NOT TO BENEFIT

14. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

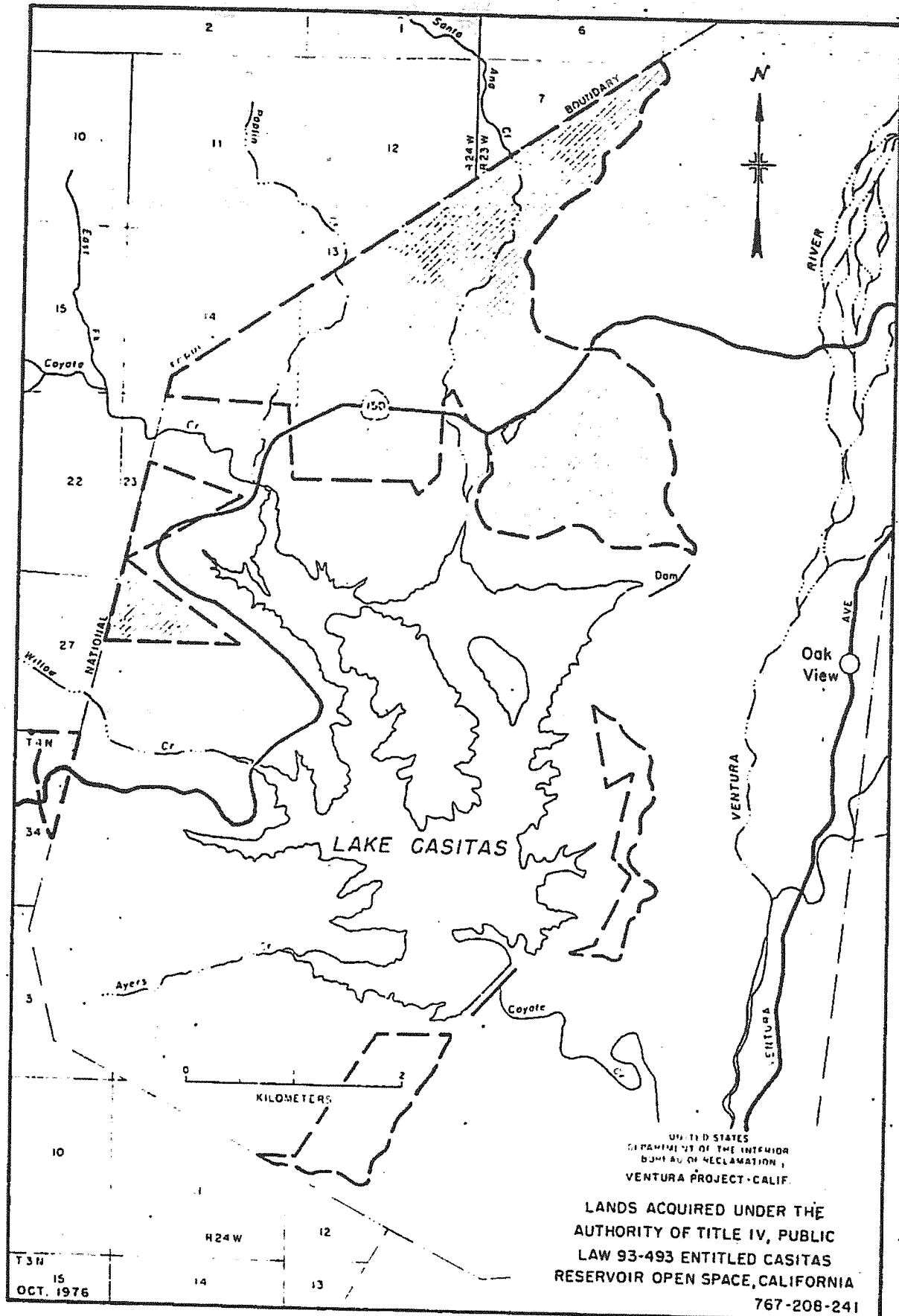
IN WITNESS WHEREOF, this agreement is given as of the day
and year first above written.

THE UNITED STATES OF AMERICA

By M. A. Catlow
Acting Regional Director
Mid-Pacific Region
Bureau of Reclamation

CASITAS MUNICIPAL WATER DISTRICT

By [Signature]



135

MANAGEMENT GUIDELINES
FOR
ACQUISITION GROUPS 1, 2 AND 3
CASITAS RESERVOIR OPEN SPACE ACT

BY

LAND MANAGEMENT TASK FORCE
CASITAS RESERVOIR WATERSHED
U. S. BUREAU OF RECLAMATION
MID-PACIFIC REGION

AUGUST 1976

General

Properties to be purchased first by the United States under the provisions of Public Law 93-493 - The Casitas Reservoir Open Space Act, have been placed into three groups by the Bureau of Reclamation's Land Acquisition Committee-Casitas Reservoir Watershed in its Report of Investigations and Recommendations for Priority Acquisition Under the Casitas Reservoir Open Space Act which was approved by the Regional Director on May 17, 1976. Acquisition Groups 1, 2 and 3 from that report are listed as follows:

<u>Group 1</u>		<u>Group 2</u>	
<u>Unit</u>	<u>Name</u>	<u>Unit</u>	<u>Name</u>
21	Johnston	11	McKean
61, 62, 63	Dunshee	14	Wyborny
70	Kirchner	15	Roberts
43	Barnard	17	Boatman
45	Gates	25	Robinson
46	Parker	26	Miner
47	Mungo	27	Selby
49	Whitter	7	Hanson
95	Sherman	58, 85	Barnard
10	Peirano	59, 60	Battin
		68, 74	Dunshee

<u>Group 3</u>	
<u>Unit</u>	<u>Name</u>
13	Raymond
29	Wooley
32	Brice
38	Weathers
64	Rowe
67, 69	King
39	Shirk

These guidelines will be incorporated into the Lake Casitas Management Plan scheduled for completion by the end of calendar year 1976, and they cover matters related to both lands and buildings to be acquired. They are provided at this time for use by Bureau of Reclamation acquisition personnel who will soon begin negotiations for purchase of the private properties in Acquisition Groups 1, 2, and 3.

The guidelines have been prepared on the basis that Casitas Municipal Water District will continue to manage the United States lands now adjacent to Lake Casitas, will add the new lands being acquired to their management area, and that the Bureau of Reclamation and Casitas Municipal Water District will execute a Management Agreement to effect their mutual management responsibilities. The Casitas Municipal Water District will hereafter be referred to as the Managing Agency.

The guidelines reflect the purposes and intent of the Act and have been prepared with the welfare of the property owners in mind. They also expand upon the six recommendations regarding land management outlined in the Land Acquisition Committee report mentioned above.

The purpose of the Act, as stated, is to provide for the protection of the quality of water in Lake Casitas, and to provide for the preservation and enhancement of public outdoor recreation, fish and wildlife, and the environment of the area through keeping the lands in their natural state as permanent open space. Based upon our review and analysis of the background information on Public Law 93-493, it is evident that the primary purpose of the Act is to preserve and protect the quality of water in Lake Casitas. This then, becomes our most significant criteria in developing the management guidelines.

Although the Act permits owners to "...retain a right of use and occupancy of such property for agricultural or noncommercial residential purposes..." the Task Force feels that continued indefinite large scale agricultural use of lands being acquired would work against purposes and provisions of the Act. Potential problems related to agricultural use of the acquired lands include, but are not limited to, the following:

1. Lowering of Lake Casitas water quality through:
 - (a) Contamination and nutrients from agricultural chemicals in runoff.
 - (b) Nutrients from plant residues in runoff.
 - (c) Contamination and nutrients from animal wastes in runoff.

2. Lowering of air quality through:
 - (a) Agricultural equipment operation.
 - (b) Agricultural burning.
3. Soil erosion.
4. Possible conflict with land management plans.
5. Loss of existing and potential habitat for wildlife.

Therefore, owners wishing to retain the right of use and occupancy for agricultural or noncommercial residential purposes will be limited to six acres (more or less) of land, with the exception that where a former landowner has previously engaged in large scale agricultural operations on lands being acquired over and above that required for residential purposes, such operations may be continued for a maximum of ten (10) years from date of acquisition. Agricultural use shall conform to the guidelines for animal control, agricultural chemical control, and erosion control, and noncommercial residential use shall comply with the domestic sewage control and improvement control guidelines discussed below.

Domestic Sewage Control

Protection of the quality of water of Lake Casitas will require strict control of domestic sewage. Those persons retaining the right of use and occupancy of lands and buildings being acquired by the United States will comply with the following:

1. Before being allowed to reserve a right of use and occupancy, a former owner shall be required to submit a certification from the County or State to the Bureau that the existing sewage disposal system on his property conforms with applicable Ventura County Ordinances or State Health Department Guidelines, whichever are more restrictive.
2. If the former owner's existing sewage disposal system does not conform with the above guidelines, he shall be required to upgrade or replace the system prior to reserving a right of use and occupancy.
3. Thereafter, the former owner shall be required to submit a certification annually from the County or State to the Managing

Agency that the sewage disposal system is operating in conformance with the above guidelines.

4. No additional septic tanks or seepage pits shall be permitted within the watershed except as may be required under Item 2 above. Waste water resulting from any future development within the Lake Casitas watershed area acquired under the Act shall be exported from the watershed.

Animal Control

The Land Management Task Force recommends the adoption of the following guidelines for animal control on Bureau lands at Lake Casitas. The guidelines are based on existing Federal, State and local regulations and guidelines on animal grazing which the Land Management Task Force feels are necessary to protect the water quality in Lake Casitas.

A. 1. The number of domestic animals allowed on a given property will be based on the recommended grazing carrying capacity for vegetation in the Lake Casitas area. The grazing carrying capacity is 12 animal unit months (AUM) per acre per year for irrigated pasture, 1.2 AUM per acre per year for agricultural land able to be cultivated but returned to grass, and .6 AUM per acre per year for rangeland. The animal unit is a unit of measure for pasture that supplies the quantity of feed needed for good growth of mature horses and cattle without destroying the vegetation. The following conversion table will assist in determining animal units per head for various animals.

<u>Animal</u>	<u>Conversion Factor</u>
Cow - 2 yrs. & over	1.00
Calf - 4-9 months	.40
Yearling	.75
Bulls - 2 yrs. & over	1.00
Horses	1.00
Ewes, rams - 1 yr. & over	.20
Lambs	.15

2. No stables or corrals will be permitted within 1,000 feet horizontally from the maximum water surface elevation at Lake Casitas.

3. All corrals and stable areas will have a planned program for maintenance, including the regular (minimum of a weekly

basis) collection of manure for transportation off the watershed and provisions for adequate drainage to direct all storm water away from stables and corrals.

4. No animals will be permitted within 100 feet of the active tributary streams of Lake Casitas or within 200 feet horizontally from the maximum water surface elevation at Lake Casitas.

B. 1. At the time of purchase the owner, if he retains a right of use and occupancy, will be permitted to keep existing domestic animals as long as all the stipulations in A above are complied with.

2. If an owner at the time of purchase:

(a) Has a number of animals exceeding the recommended carrying capacity of A. 1. above, he will be required to reduce the number of animals to at least meet said carrying capacity.

(b) Has less animals than the carrying capacity recommended in A. 1. above, he will be permitted to increase the number to meet said carrying capacity.

(c) Does not have proper fencing to confine animals within property boundary, he will be required to construct and will be held responsible for maintenance of such fencing.

C. At such time as the Managing Agency determines the recommended carrying capacity in A. 1. above to be greater or less than that required for proper management of the lands, said agency reserves the right to adjust the carrying capacity accordingly.

Agricultural Chemical Control

The use of agricultural chemicals, including but not restricted to fertilizers and pesticides, on the Lake Casitas watershed presents a potential hazard to the lake's water quality. Therefore, those persons retaining the right to use lands being acquired by the United States will comply with the following:

1. Obtain the review and approval in writing of the Managing Agency of all planned uses of agricultural chemicals prior to their application.

2. Use no pesticides listed on the attached list entitled "Prohibited Pesticides - Not to be Used on Department of the Interior Lands" or any amendment thereto.

3. Use agricultural chemicals in accordance with all applicable Federal laws, orders and regulations and laws of the State of California.

4. Use agricultural chemicals at minimum amounts necessary to achieve desired results.

5. Where possible use pesticides that have short half lives instead of more persistent types.

6. Select pesticides and methods of use which are most effective and present least hazard to man.

7. Report to the Managing Agency all agricultural chemical applications including amount used, date, time, location, method of application and crop on which applied.

Erosion Control

Fire or mechanical disturbance of the soil on the lands being acquired could cause silt and sediment loads, as well as other pollutants to enter Lake Casitas. To prevent or reduce this possibility, those persons retaining the right to use certain lands will comply with the following:

1. Obtain the review and approval in writing of the Managing Agency of all plans for disturbing the soil.

2. Agree to carry out such erosion control measures as the Managing Agency may determine to be necessary.

Improvement Control

A former owner may be authorized to retain a right of use and occupancy of his former residence and outbuildings subject to the following terms and conditions:

1. There is no representation or warranty by the United States whatsoever, and there is no obligation on the part of the United States to make any alterations, repairs or additions to such property.

2. All improvements used and occupied by the former owner shall at all times be protected and maintained in a safe, sanitary, and sightly condition by and at the expense of the former owner in a manner that meets all Federal, State and local regulations. Maintenance to be accomplished during the period of this reservation includes, but is not necessarily limited to the following:

(a) Residence, outbuildings, corrals, wooden fences, etc., will be painted periodically to maintain a neat and pleasing appearance.

(b) Service roads will be maintained in a safe condition by and at the expense of the former owner. No new roads or trails will be constructed or established by the former owner without written permission of the Managing Agency.

3. During the term of the occupancy the former owner will at all times maintain the property immediately adjacent to all buildings in a good condition and free from weeds, brush, washes and gullies detrimental to the value of such property and shall not commit or permit any unlawful acts, activities, or nuisances upon said property. He shall cut no trees, conduct no mining or drilling operations, or in any manner substantially change the contour or condition of the property hereby reserved, except changes required in carrying out soil and water conservation measures approved by the Managing Agency.

4. If the former owner does not maintain the retained property in a good and safe condition then the Managing Agency may perform such maintenance work that it deems necessary and charge the former owner for such work.

5. The furnishing of all utilities services (water, sewer, telephone, electricity, sanitation and garbage disposal) are the responsibility of the former owner. The former owner will insure that all applicable Federal, State and local pollution control laws and regulations are met and that all refuse, garbage, and trash are disposed of in a proper location outside the Lake Casitas Recreation Area. The former owner will discontinue use of and obliterate existing trash and/or garbage dumps on his premises. Diseased, injured, dying or dead animals shall be treated promptly, removed from the property or otherwise disposed of in a clean and sanitary manner.

6. The former owner shall not construct any temporary or permanent structures on the property, or place a mobilehome or a

travel trailer on the premises without the prior written consent of the Managing Agency. All buildings, structures, or trailers so permitted will be constructed or established in accordance with Ventura County Building and Sanitary Codes.

7. The United States reserves all rights for water which may be developed or used in connection with this reservation. However, the former owner shall be permitted to maintain all present water supplies and the repair and replacement thereof so that sufficient water is available for normal use.

8. The former owner and his employees, if any, shall take all reasonable precautions to prevent forest, brush, grass and structural fires and also shall assist the Managing Agency in extinguishing such fires on the reserved property.

9. For as long as the former owner reserves rights under P.L. 93-493, he shall procure and maintain at his sole expense from a company or firm acceptable to the United States, a standard fire and extended coverage insurance policy on the property. The former owner shall coinsure the United States to the appraised value of the property at the time of acquisition. The appraised value shall be based upon United States written appraisal for the acquisition of the former owner's property. Any payments from the policy shall be used solely for the repair and restoration or replacement of the property damaged or destroyed if the former owner elects and the United States consents to continuance of the former owner's reserved rights. If the former owner's reserved rights are terminated at the time of the payment of funds from the policy, such funds up to the appraised value shall be the property of the United States.

10. Any property of the United States damaged or destroyed by the former owner incident to his use and occupancy of the premises shall be promptly repaired or replaced by the former owner to the satisfaction of the Managing Agency, or in lieu of such repair or replacement the former owner shall, if so required by the Managing Agency or the United States, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. The former owner shall pay all taxes that may be imposed upon his interest in the reserved property.

12. The United States or its contractors shall not be responsible for any loss, expense, damages to property, or injuries to persons,

which may arise from or be incident to the use and occupancy of the said premises, arising from activities of the United States or its contractors, and the former owner shall hold the United States and its contractors harmless from any and all such claims.

13. If the former owner elects to terminate his right to use and occupy the premises prior to the established date he shall notify the United States of such intent at least ninety (90) days prior to the date of such intended termination.

14. If the former owner elects to transfer or assign his right of use and occupancy to another party; or to lease or sublet such right; or to otherwise allow another person to replace the former owner as permanent inhabitant of the premises, the former owner shall notify the United States of such intent at least ninety (90) days prior to the date of such intended action. All restrictions herein applicable to the former owner will likewise apply to any person so replacing the former owner as permanent resident of the premises.

15. Upon expiration of the right to use and occupy the premises the former owner shall remove within ninety (90) days all structures and improvements placed on the premises by him during the period of occupancy and shall restore the site to its former condition. If the former owner fails to remove all such structures and improvements within the ninety (90) day period, they shall become the property of the United States, but that will not relieve the former owner of liability for the cost of their removal and the restoration of the site.

16. Use and occupancy by the former owner of the property is subject to the right of the Bureau or the Managing Agency to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing; provided that in exercising such right the Bureau and the Managing Agency will refrain from materially interfering or preventing use of the land by the former owner for the purpose intended under this reservation.

17. The Bureau reserves the right to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interest of the United States. The former owner shall have no claim of any

kind on account thereof against the United States or any officer, agent or employee thereof.

18. The Bureau of Reclamation reserves the right to review and approve all actions referred herein which have been submitted to the Managing Agency for approval.

Recommended:

Land Management Task Force - Casitas Reservoir Watershed

C. J. Graham
C. J. Graham, Division of
Water & Land Operations

Jack Garner
Jack Garner, Division of Water
and Land Operations

Jack Rowell 8/17/76
Jack Rowell, Division
of Planning

William D. Harper 8/16/76
William D. Harper, Office of
Environmental Quality

Approved:

B. E. Martin
Regional Director,
Mid-Pacific Region
Bureau of Reclamation

Copy to: Casitas Municipal Water District
Post Office Box 37
Oak View, California 93022

Amendment No. 1

to

Management Guidelines for
Acquisition Groups 1, 2, and 3
Casitas Reservoir Open Space Act

by

Land Management Task Force
Casitas Reservoir Watershed

U.S. Bureau of Reclamation
Mid-Pacific Region

December 1976

The Domestic Sewage Control requirements in the August 1976 Management Guidelines have created problems with the orderly acquisition of the watershed lands. The Management Team, therefore, amends the Domestic Sewage Control section as follows:

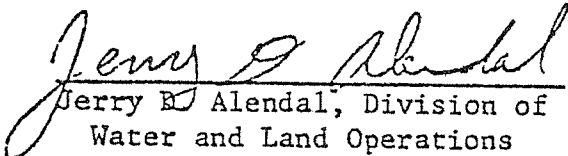
Domestic Sewage Control - revised

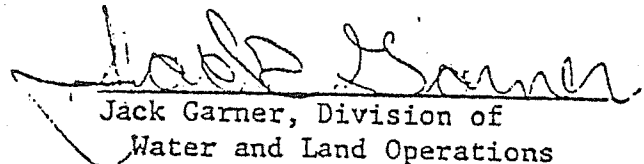
Protection of the quality of water of Lake Casitas will require strict control of any pollution problems resulting from domestic sewage. Those persons retaining the right of use and occupancy of lands and buildings being acquired by the United States shall comply with the following:

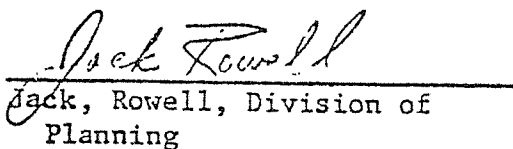
1. The former owner shall comply with all applicable Federal, State, and County pollution control laws and sewage disposal ordinances.
2. If it becomes evident that an existing sewage disposal system is causing a contamination or pollution problem in Lake Casitas or any of its tributaries, the former owner shall be required to upgrade or replace the system in conformance with the applicable County sewage disposal ordinances. If the former owner fails to provide the required maintenance, the managing agency may perform such maintenance work that it deems necessary and charge the former owner for such work.
3. No additional septic tanks or seepage pits shall be permitted within the watershed except as may be required under Item 2 above. Waste water resulting from any future development within the Lake Casitas watershed area acquired under the Act shall be exported from the watershed.

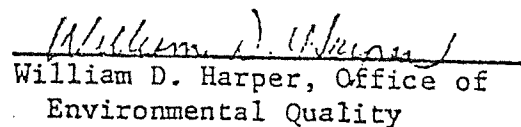
Recommended:

Land Management Task Force - Casitas Reservoir Watershed


Jerry B. Alendal, Division of
Water and Land Operations


Jack Garner, Division of
Water and Land Operations


Jack, Rowell, Division of
Planning


William D. Harper, Office of
Environmental Quality

Concur:


Acting Regional Director

Exhibit "C"

RECLAMATION LAND-USE STIPULATION

There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

ENVIRONMENTAL REQUIREMENTS

1. Casitas shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potential harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

Prior to any artificial modification of the environment on the said premises, Casitas will submit a draft detailed statement of environmental impact to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, and such other reports as may now or hereafter be required. Such detailed statement shall state clearly and concisely, but not be limited to, (1) the environmental impact of the proposed action, (2) any adverse environmental effects that cannot be avoided, (3) alternatives to the proposed action, (4) the relationship between local short-term uses hereunder and the maintenance, and (5) any irreversible and irretrievable commitment of resources involved hereunder.

No such artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

2. Casitas shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

3. Casitas shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

Exhibit "D"

4. In the use of pesticides on the land covered by this contract, Casitas shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. Casitas is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" attached hereto and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, Casitas shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

Exhibit "D"

POLICY ON PESTICIDESProhibited List

Aldrin
Amitrol
Arsenical Compounds (inorganic)
Azodrin
Bidrin
DDT
DDD (TDE)
2,4,5-T
Dieldrin
Endrin
Heptachlor
Lindane
Mercurial Compounds
Strobane
Thallium Sulfate
Toxaphene

(Rev. 6/2/76)

CIVIL RIGHTS ACT OF 1964

In connection with the performance of work under this contract, Casitas hereinafter referred to as the contractor, agrees as follows:

"(1) The contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the contractor receives financial assistance from the Bureau of Reclamation and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

"(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Bureau of Reclamation, this assurance obligates the contractor, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the contractor for the period during which the Federal financial assistance is extended to it by the Bureau of Reclamation.

"(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representation and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees."

EQUAL OPPORTUNITY

During the performance of this contract, Casitas, herein-
after referred to as the Contractor, agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

Exhibit "F"

and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 81-2

AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT
ESTABLISHING RULES AND REGULATIONS FOR THE MANAGEMENT
OF THE CHARLES M. TEAGUE MEMORIAL WATERSHED

BE IT ORDAINED by the Board of Directors of the Casitas Municipal
Water District as follows:

SECTION 1. TITLE AND PURPOSE

1.1 This ordinance shall be known as the Watershed Management
Ordinance and shall establish the rules and regulations for the management
by the Casitas Municipal Water District of all of the properties within
the Charles M. Teague Memorial Watershed.

1.2 The purpose of this ordinance is to protect the quality of
the water in Lake Casitas by providing a plan for the preservation of the
Charles M. Teague Memorial Watershed as permanent open space lands.

1.21 This ordinance also:

a. Implements all of the terms and conditions con-
tained in the Interim Agreement between the United States of America and
Casitas Municipal Water District, dated May 16, 1978, for the management of
open space lands.

b. Implements all of the terms and conditions of the Management Guidelines for the Acquisition of Groups 1, 2 and 3, Casitas Reservoir Open Space Act, dated August 1976, and as amended in December 1976.

c. Conforms to and abides by all of the requirements set forth in Public Law 93-493 (88 Stat. 1493) for the acquisition by the United States of America of watershed lands known as the Casitas Reservoir Open Space later renamed the Charles M. Teague Memorial Watershed.

SECTION 2. DEFINITIONS

2.1 Unless the context otherwise requires, the definitions contained in this Section govern the construction of this ordinance. The definition of a word applies to any of its variants.

2.2 "Casitas" means the Casitas Municipal Water District.

2.3 "Board" means the Board of Directors of Casitas.

2.4 "Reserved Land" is that land for which a reservation was granted by the United States to the Former Owner pursuant to a Land Purchase Contract.

2.5 "Unreserved Land" is that Watershed land which is owned by

the United States pursuant to the acquisition thereof under Public Law 93-493 (88 Stat. 1493), as to which no reservation was granted by the United States to the Former Owner.

2.6 "Watershed" means all lands outside of the Los Padres National Forest which drain directly into Lake Casitas and which were acquired by the United States pursuant to Public Law 93-493 (88 Stat. 1493) known as the Charles M. Teague Memorial Watershed (formerly known as Casitas Reservoir Open Space).

2.7 "General Manager" means the General Manager of Casitas.

2.8 "Department" means the Recreation Department of Casitas.

2.9 "Superintendent" means the Park Superintendent or the person acting in that capacity who is in responsible charge of the Department.

2.10 "Ranger" means any personnel of the Department.

2.11 "Reservation" means a right of use and occupancy by the vendor or seller, his successors and assigns, granted by the United States over lands purchased by the United States pursuant to Public Law 93-493 (88 Stat. 1493) known as the Charles M. Teague Memorial Watershed, said right being described in the Land Purchase Contract with the vendor.

2.12 "Former Owner" means the vendor or seller, his successors and assigns, of the property within the Charles M. Teague Memorial Watershed who have been granted the right to use and occupy the property pursuant to the Land Purchase Contract with the vendor.

2.13 "Non-compliance" is a failure to comply with any of the terms and conditions of the Land Purchase Contract between the Former Owner and the United States.

2.14 "Violation" is a failure to comply with that portion of the ordinance respecting Unreserved Lands and is a misdemeanor and subject to arrest, and upon conviction, to a fine or imprisonment.

2.15 "Misdemeanor". As used herein, the term "misdemeanor" has the same meaning as that set out in California Penal Code Section 17.

2.16 "Infraction". As used herein, the term "infraction" has the same meaning as that set out in California Penal Code Section 19c.

SECTION 3. RESERVED LANDS

3.1 All Former Owners who have been granted by the United States a Reservation or a right to use and occupy land purchased by the United States are required to conform to and abide by all of the terms and condi-

tions outlined in the Land Purchase Contract and this ordinance.

3.2 All of the terms and conditions of Land Purchase Contracts together with any exhibits or appendixes are hereby made a part of this ordinance. X

3.3 The Department may issue a Notice of Non-compliance in the event that the Department finds the Former Owner to be in Violation of terms and conditions of either his Land Purchase Contract or this ordinance.

3.31 The Notice of Non-compliance shall state the nature of the Violation of or non-compliance with the Land Purchase Contract or this ordinance. The Notice of Non-compliance will state the length of time the Former Owner has to comply with the terms and conditions of the Land Purchase Contract and this ordinance, and shall state that Casitas will take whatever action is necessary to satisfy compliance and backcharge the Former Owner for all costs incurred by Casitas plus any administrative overhead.

3.4 If the Former Owner does not perform or complete whatever action is necessary to comply with the ordinance and/or the Land Purchase Contract within the time stated, the Department may take whatever action is necessary to assure compliance, including completion of the work. All related costs thereof shall be backcharged to the Former Owner.

3.5 The Former Owner may appeal the Notice of Non-compliance. Within 10 days of the receipt of the Notice of Non-compliance, the Former Owner may submit in writing his reason for the appeal and submit a request for a hearing with the General Manager. The General Manager shall have the authority to lift the Notice of Non-compliance with or without conditions as he deems appropriate under the circumstances. Should the Former Owner still be unsatisfied with the decision of the General Manager, the Former Owner shall have the right to appeal the matter to the Board for settlement.

3.6 In an appeal to the Board, the Former Owner shall submit his written Notice of Appeal within 10 days after the decision of the General Manager together with a statement of his reasons why the Notice of Non-compliance should be lifted and why the conditions, if any, set forth by the General Manager should not be imposed.

3.61 After receiving said statement, Casitas shall give within 5 days written notice to the Former Owner of the date and time of the meeting at which the matter will be considered by the Board.

3.62 The Former Owner and/or his representative may appear at said meeting of the Board and present whatever evidence he may have concerning this matter.

3.63 The Board shall consider the matter and render its

decision within 30 days after the conclusion of said meeting. The decision of the Board shall be final and conclusive.

3.7 Pursuant to the Land Purchase Contract, the Former Owner may request approval to modify, alter, add, or construct anything located on the Reserved Land by submitting to the General Manager a written statement of the work contemplated together with any drawings or sketches necessary to clearly outline the proposal.

3.8 The General Manager shall have the authority to approve, disapprove, or approve with conditions he feels appropriate to the circumstances the Former Owner's request.

3.9 The Former Owner shall not commence any modification, alteration, addition or construction without prior written approval by the General Manager.

3.10 The Former Owner may appeal the General Manager's decision in a similar manner as described in paragraphs 3.5 and 3.6.

SECTION 4. PROHIBITED ACTS ON WATERSHED LANDS.

4.1 Power granted to the Department or its personnel under this ordinance shall be construed to be powers delegated by the Board to the General Manager and redelegated by him to the Superintendent for the purpose of management control.

4.2 Except as provided in Sections 5. and 6., it shall be unlawful for any person to:

4.21 Trespass over or upon any land within the Watershed (other than publicly dedicated streets and roads) at any time.

4.22 Hunt or trap any live animal, fowl, or fish, or discharge any firearm or engage in archery on any land within the Watershed at any time.

4.23 Burn any material or build a fire on the land within the Watershed at any time.

4.24 Dump anything on the land within the Watershed.

4.3 Provided that excepted from the acts prohibited in Sections 4.21, 4.22 and 4.23 are Former Owners and their guests and invitees solely as to lands as to which said Former Owner holds a reservation granted by the United States by a Land Purchase Contract and then only for such acts not prohibited by said Land Purchase Contract.

SECTION 5. ACTS PROHIBITED ON WATERSHED LAND WITHOUT PERMISSION OF THE DEPARTMENT.

5.1 Without the expressed written permission of the Department, it shall be unlawful for any person to:

5.11 Camp overnight, hike, and/or picnic on any Unreserved Land at any time.

5.12 Ride horses or any other animal on any Unreserved Land at any time.

5.13 Operate any motorized vehicle, including any type of motorized bike and/or cycle on any Unreserved Land at any time.

5.14 Cut and/or remove any tree, shrub, brush or dead wood on the Unreserved Land at any time.

5.15 Graze any animal on the Unreserved Land at any time.

5.16 Engage in any agricultural or farming practices on Unreserved Land at any time.

SECTION 6. ACTS PROHIBITED ON RESERVED LAND WITHOUT THE PERMISSION OF THE FORMER OWNER.

6.1 Without the expressed written permission of the Former Owner, as to any land within the Watershed as to which said Former Owner holds a Reservation granted from the United States pursuant to a Land Purchase Contract, it shall be unlawful for any person to:

6.11 Camp overnight, hike, and/or picnic on any Reserved Land

at any time.

6.12 Ride horses or any other animal on any Reserved Land at any time.

6.13 Drive any motorized vehicle, including any type of motorized bike and/or cycle on any Reserved Land at any time.

6.14 Cut and/or remove any tree, shrub, brush or dead wood on the Reserved Land at any time.

6.15 Graze any animal on the Reserved Land at any time.

6.16 Engage in any agricultural or farming practices on Reserved Land at any time.

SECTION 7. MISDEMEANORS AND INFRACTIONS

7.1 Pursuant to Section 71660 of the California Water Code, violations of the provisions of this Ordinance dealing with the creation of fire hazards, or remaining on or reentering District premises after an authorized District Officer or employee has specifically withdrawn consent for a person to utilize District facilities is a misdemeanor. Violation of any other regulation contained in this Ordinance is an infraction.

7.2 Whenever any person is arrested for any violations of this

Ordinance, the arrested person shall be taken without unnecessary delay before a magistrate within the County in which the offense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible with reference to the place where the arrest is made in any of the following cases:

- a. When the person arrested refuses to give his written promise to appear in Court.
- b. When the person arrested demands an immediate appearance before a magistrate.

7.3 Whenever any person is arrested and the arresting officer is not required to take the person without unnecessary delay before a magistrate, the arrested person shall in the judgment of the arresting officer either be given a 10 days' notice to appear as herein provided, or be taken without unnecessary delay before a magistrate within the County in which the offense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible to the place where the arrest is made in cases involving violations of this Ordinance classified by Section 71660 of the California Water Code as misdemeanors.

7.4 When an arresting officer attempts to take a person arrested for a misdemeanor or infraction of this ordinance before a magistrate and the magistrate or person authorized to act for him is not available, the arresting officer shall take the person arrested, without unnecessary delay, before:

- a. The clerk of the magistrate who shall admit him to bail

in accordance with a schedule fixed as provided in Section 1269b of the Penal Code, or

b. The officer in charge of the most accessible county or city jail or other place of detention within the county who shall admit him to bail in accordance with a schedule fixed as provided in Section 1269b of the Penal Code or may, in lieu of bail, release the person on his written promise to appear as provided in subdivisions (a) through (f) of Section 853.6 of the Penal Code.

7.5 a. Whenever a person is arrested for any violation of this Ordinance and he is not immediately taken before a magistrate as provided herein, the arresting officer shall prepare in triplicate a written notice to appear in Court or before a person authorized to receive a deposit of bail containing the name and address of the person, the license number of his vehicle, if any, the name and address when available of the registered owner or lessee of the vehicle, the offense charged, and the time and place when and where he shall appear.

b. Nothing in this section shall be construed so as to require the arresting officer issuing the notice to appear to inform any person arrested pursuant to this section of the amount of bail required to be deposited for the offense charged.

7.6. The place specified in the notice to appear shall be either:

a. Before a magistrate within the county in which the of-

fense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible with reference to the place where the arrest is made.

b. Upon demand of the person arrested, before a municipal court judge or other magistrate having jurisdiction of the offense at the county seat of the county in which the offense is alleged to have been committed or before a magistrate in the judicial district in which the offense is alleged to have been committed.

c. Before a person authorized to receive a deposit of bail.

The clerk and deputy clerks of the municipal and justice courts are persons authorized to receive bail in accordance with a schedule of bail approved by the judges of said courts.

7.7 a. Any person willfully violating his written promise to appear or a lawfully granted continuance of his promise to appear in court or before a person authorized to receive a deposit of bail is guilty of a misdemeanor regardless of the disposition of the charge upon which he was originally arrested.

b. Any person willfully failing to pay a lawfully imposed fine for a violation of any provision of this ordinance within the time authorized by the court and without lawful excuse having been presented to the court on or before the date the fine is due is guilty of a misdemeanor regardless of the full payment of the fine after such time.

c. If a person convicted of an infraction fails to pay a fine or any installment thereof within the time authorized by the court,

the court may, except as otherwise provided in this paragraph, impound the person's driver's license and order him not to drive for a period not to exceed 30 days. Before returning the license to the person the court shall endorse on the reverse side of the license that the person was ordered not to drive, the period for which such order was made, and the name of the court making the order. If the defendant satisfies the court that impounding his driver's license and ordering him not to drive will affect his livelihood, the court shall order that the person limits his driving for a period not to exceed 30 days to such driving as is essential in the court's determination to the person's employment, including his driving to and from his place of employment if other means of transportation are not reasonably available. The court shall provide for the endorsement of such limitation on the person's license. The impounding of the license and ordering the person not to drive or the order limiting the person's driving does not constitute a suspension of the license, but a violation of the order constitutes contempt of court.

7.8 a. Prior to the date upon which he promised to appear or prior to the expiration of any lawful continuance of such date or upon receipt of information that an action has been filed, and prior to the scheduled court date, the defendant may deposit bail with the magistrate or the person authorized to receive a deposit of bail.

b. For any offense which is declared to be a misdemeanor or infraction, such deposit of bail may be by a personal check meeting the criteria established in accordance with subdivision (c).

c. Each court, sheriff, or other agency which regularly accepts deposits of bail, shall adopt a written policy governing the acceptance of personal checks in payment of bail deposits. The policy shall permit clerks and other appropriate officers to accept personal checks under conditions which tend to assure the validity of the checks.

7.9 No warrant shall issue on the charge for the arrest of a person who has given his written promise to appear in court or before a person authorized to receive a deposit of bail, unless he has violated the promise, the lawfully granted continuance of his promise, or has failed to deposit bail, to appear for arraignment, trial or judgment, or to comply with the terms and provisions of the judgment, as required by law.

7.10 a. When a person signs a written promise to appear or is granted a continuance of his promise to appear at the time and place specified in the written promise to appear or the continuance thereof, and has not posted bail, the magistrate may issue and have delivered for execution a warrant for his arrest within 20 days after his failure to appear before the magistrate, or if the person promises to appear before an officer authorized to accept bail other than a magistrate and fails to do so on or before the date on which he promised to appear, then, within 20 days after the delivery of the written promise to appear by the officer to a magistrate having jurisdiction over the offense.

b. When the person violates his promise to appear before an officer authorized to receive bail other than a magistrate, the officer

shall immediately deliver to a magistrate having jurisdiction over the offense charged the written promise to appear and the complaint, if any, filed by the arresting officer.

7.11 a. Any person who has received a written notice to appear for an infraction may, prior to the time at which he is required to appear, make a deposit and declare his intention to plead not guilty to the clerk of the court named in the notice to appear. The deposit shall be in the amount of bail established pursuant to the provisions of Section 1269b of the Penal Code, for the offense charged, and shall be used for the purpose of guaranteeing the appearance of the defendant at the time and place scheduled by the clerk for arraignment and for trial, and to apply toward the payment of any fine or assessment prescribed by the court in the event of conviction. The case shall thereupon be set for arraignment and trial on the same date, unless the defendant requests separate arraignment.

b. Any person who has received a written notice to appear for an infraction may, prior to the time at which he is required to appear, plead not guilty in writing in lieu of appearing in person. The written plea shall be directed to the court named in the notice to appear and, if mailed, shall be sent by certified or registered mail postmarked not later than five days prior to the day upon which appearance is required. Such written plea and request to the court shall be accompanied by a deposit consisting of the amount of bail established pursuant to the provisions of Section 1269b of the Penal Code, for that offense, which amount shall be used for the purpose of guaranteeing the appearance of the defendant at the

time and place set by the court for trial and to apply toward the payment of any fine or assessment prescribed by the court in the event of conviction. Thereafter, the case shall be conducted in the same manner as if the defendant had appeared in person, had made his plea in open court, and had deposited such sum as bail. The court or the clerk of the court shall notify the accused of the time and place of trial by first-class mail postmarked at least 10 days prior to the time set for the trial. Any person using this procedure shall be deemed to have waived his right to be tried within the statutory period.

c. Any person using the procedure set forth in subdivision (a) or (b) shall be deemed to have given his written promise to appear at the time designated by the court for trial, and failure to appear at the trial shall constitute a misdemeanor.

7.12 a. Except when personal appearance is required by the bail schedule established under Section 1269b of the Penal Code, a person to whom a notice to appear has been issued under Section 7.5 who intends to forfeit bail and to pay any penalty assessment may forward by United States mail the amount fixed as bail, together with the appropriate amount of any penalty assessment, to the person authorized to receive a deposit of bail. Such amounts may be paid in the form of a personal check which meets the criteria established pursuant to subdivision (c) of Section 7.8, or a bank cashier's check or a money order. Bail and penalty assessment shall be paid not later than the day of appearance set forth in the notice to appear or prior to the expiration of any lawful continuance of such date.

b. Bail forwarded by mail shall be effective only when the

funds are actually received.

c. If at the time when the case is called for arraignment before the magistrate the defendant does not appear, either in person or by counsel, the magistrate may declare the bail forfeited and may in his discretion order that no further proceedings be had in the case. Upon the making of the order that no further proceedings be had, all sums deposited as bail shall forthwith be paid into the County Treasury.

7.13 It is unlawful to willfully fail or refuse to comply with any lawful order, signal, or direction of any Ranger or to refuse to submit to any lawful inspection under this ordinance.

7.14 The Superintendent is authorized to enforce this ordinance, and in the event of fire or other emergency, take what measures are deemed necessary to insure the safety of persons within the Watershed, to protect the water quality in Lake Casitas, and/or to protect property and facilities within the Watershed. The Superintendent may direct activities as conditions may require notwithstanding other provisions of this ordinance.

SECTION 8. CONSTITUTIONALITY

8.1 If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

SECTION 9. EFFECTIVE DATE

9.1 This ordinance becomes effective immediately.

PASSED AND ADOPTED this 24th day of June 1981.

/s/ Clyde H. Campbell
President, Casitas Municipal
Water District

ATTEST:

/s/ James A. Coultas
Secretary-Treasurer, Casitas
Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR SEPTEMBER 2019
DATE: OCTOBER 23, 2019

RECOMMENDATION:

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

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.00"	0.00"	0.00"
Water Year (WY: Oct 01 – Sep 30)	29.49"	39.65"	27.97"
Average station rainfall to date	23.31"	28.23"	21.53"

Ojai Water System Data

Wellfield production	164.3 AF
Surface water supplement	10.2 AF
Static depth to water surface – Mutual #6	115.9 feet
Change in static level from previous month	1.3 feet

Robles Fish Passage and Diversion Facility Diversion Data

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

Casitas Reservoir Data

Water surface elevation as of end of month	502.36 feet AMSL
Water storage last month	102,919 AF
Water storage as of end of month	101,168 AF
Net change in storage	- 1,751 AF
Change in storage from same month last year	+ 26,274 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

175

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA**

DATE: September 24, 2019
TO: Recreation Committee
FROM: Carol Belser, Park Services Manager
SUBJECT: Recreation Area Monthly Report for August 2019

Operations, Boating, Incidents

Customers enjoyed our free summer programs in greater numbers from last year, including our Junior Ranger program, Astronomy Nights, movies at the Casitas Water Adventure (see photo), Park Ranger tailgates and campfire programs. The Park Services Officers' had an anti-quagga mussel display at the Ventura County Fair and received an Honorable Mention. Lake Casitas hosted three fishing tournaments in the month of August. There were

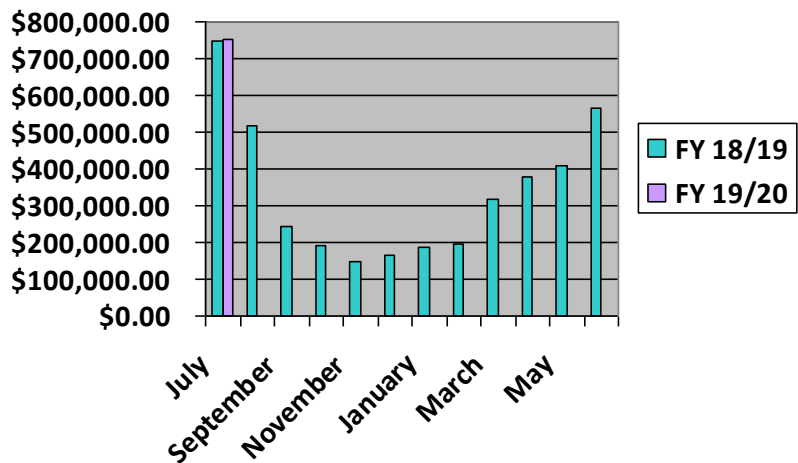


284 recreational vessels tagged for re-entry into Lake Casitas, 4 passed new invasive mussel inspections, and 4 failed first inspection. In August, there were 82 patrol observations where park staff made customer contact. Park Rangers responded to 74 calls for service and 55 customer service issues. There were 13 medical responses and 6 required transport, 32 disturbances with 2 requiring support from the Ventura County Sheriff's Office. There were 2 unattended fires, 23 traffic violations with 2 resulting in citations, 17 parking violations, 4 restricted area violations, 2 boating violations, 0 fishing violations, 4 restricted area violations, and 1 leash law violation. There were 26 body contacts with water (8 in one group).

Revenue and Visitation

The 2019/2020 unaudited monthly revenue figures for July are shown below compared to last fiscal year. The fiscal year's total figures will be reported when made available in the respective months (operations,

concessions, Casitas Water Adventure, etc.) per the District's Financial Summary generated by the Chief Financial Officer. The August 2019 visitations numbers (derived from revenue) are not yet available from the Finance Department.



CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Executive Committee

DATE: October 17, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Executive Committee Meeting of October 11, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Pete Kaiser
Director Russ Baggerly
General Manager, Michael Flood
Park Services Manager, Carol Belser
2. **Public Comments.**
None
3. **Board comments.**
Director Kaiser asked that staff look into broadcasting and recording all Committee Meetings as well as Board Meetings.
4. **Manager's Comments.**
GM Flood reminded the Committee of a Special Board Meeting at 10AM on Friday, October 18th.

PSM Belser informed the Committee that the Ventura County Sheriff's Department would be conducting training at the Lake Casitas Recreation Area in the near future.
5. **Review and Discuss the Draft Open Space Agreement between Casitas Municipal Water District and United States of America Department on the Interior Bureau of Reclamation (BOR).**
PSM Belser made comments on the current draft of the agreement including the 1981 CMWD Ordinance and the naming of the watershed area north of Lake Casitas.

Director Baggerly indicated that the latest version of the agreement looks good.

Director Kaiser asked if the watershed area north of Lake Casitas could be referred to as the Charles M. Teague Memorial Watershed. PSM Belser provided information that the federal government never took action to do this naming and thus they will refer to this as Open Space Lands.

The Committee then asked that this be forwarded to the Board of Directors for approval.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Water Resources Committee

DATE: October 17, 2019
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Water Resources Committee Meeting of October 15, 2019, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Russ Baggerly
Director Angelo Spandrio
General Manager, Michael Flood

2. **Public Comments.**
None

3. **Board comments.**
Director Spandrio asked that Item #6 be moved up to prior to Item #5.

4. **Manager's Comments.**
GM Flood made comments about the recent water main leak and boil water notices in the Ojai Water System.

5. **Discussion and Update of the Comprehensive Water Resources Plan: Policy Recommendations.**
Stantec consultants presented an update on the plan's development and answers to some of the questions that the Committee has been asking. They also covered a number of policy decisions/planning criteria that are expected to be made prior to wrapping up the plan. These decisions included such issues as a minimum lake storage level, assumed future annual water demands, and the assumptions that support these concepts. The possible overall supply gap that was identified by the current analysis was also presented.

Director Baggerly made comments regarding water security project criteria, restrictions of export of groundwater, definitions of planning and water use, Lake Casitas storage levels, well capacities and production constraints.

Director Spandrio made comments regarding the Ojai Basin Groundwater Management Agency, the importance of evaluating the level in Lake Casitas, lake deadpool, climate analysis, changes to the District's Water Efficiency and Allocation Program (WEAP) and Stage 5 therein,

Stantec also covered the ongoing schedule for the plan and indicated that the plan would be near completion in early 2020. Project criteria would be provided at the November Committee Meeting and the final draft report at the December Committee Meeting.

6. **Review and Discussion of the Matilija Deep Wells Technical Advisory Committee Technical Memorandum.**
Mike Burke of Pueblo Water Resources reviewed the TAC Tech Memo with the Committee highlighting the need for a basis of design memo for the Vertical Bore (VerBo) project. Some information from the Horizontal Bore (HoBo) portion of the project could be used for that memo.

Director Baggerly indicated that Jordan Kear believes the basis of the design memo could be done quickly.

Director Spandrio asked who should do the preliminary design report on the project.

GM Flood indicated that WREA (the original firm that did the work) should do the report and then the Technical Advisory Committee could review the work.

Mike Burke indicated that he will provide a cost proposal to provide additional questions for WREA and review the resulting report.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO	NO FEE PURSUANT TO GOVERNMENT CODE 27388
NAME: Casitas Municipal Water District	
STREET 1055 Ventura Avenue	
ADDRESS:	
CITY: Oak View	
STATE: CA 93022	
ZIP	
FILE: SPEC. 19-413	

NOTICE OF COMPLETION

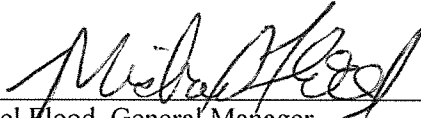
Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **CASITAS MUNICIPAL WATER DISTRICT.**
3. The full address of the owner is **1055 VENTURA AVENUE, OAK VIEW, CA 93022.**
4. The nature of the interest or estate of the owner is: **PURCHASER UNDER CONTRACT OF PURCHASE.**
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE.**
6. The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to this commencement of the work or improvements herein referred to: **NONE.**
7. A work of improvement on the property hereinafter described was completed on **September 20, 2019.** The work done was: **Robles Diversion Canal Maintenance, Spec No. 19-413**
8. The names of the contractor, if any, for such work of improvement was **Civic Construction Associates.**
9. The date of the contract was: **June 26, 2019.**
10. The property on which said work of improvement was completed is in an unincorporated area of the County of Ventura, State of California, and is described as follows: **Private property.**
11. The street address of said property is: **Hwy 150 and North Santa Ana Road.**

CASITAS MUNICIPAL WATER DISTRICT

Dated: October 18, 2019

By: 
Michael Flood, General Manager

I, the undersigned, say: I am the General Manager of Casitas Municipal Water District, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2019 at Oak View, California.


Michael Flood, General Manager

Casitas Municipal Water District				Casitas Municipal Water District			
<i>CFD 2013-1 Improvement Fund</i>				<i>CFD 2013-1 Bond Fund</i>			
	Expenses	Interest	Balance		Expenses	Interest	Balance
	Paid	Earned			Paid	Earned	
Bond B - Funds Received Beginning Balance	42,658,223.98		42,658,223.98	Bond B - Funds Received Beginning Balance	466,447.67		466,447.67
Purchase Price of Golden State Water	-34,481,628.00		8,176,595.98	Interest Jun 2017		5.04	466,452.71
Interest Jun 2017		461.18	8,177,057.16	Interest Jul 2017		188.62	466,641.33
Main Extension Contract Pmt	-5,188.39		8,171,868.77	Interest Aug 2017		232.86	466,874.19
Reinbursement from CFD 2013-1 Meter Cost	-999,237.84		7,172,630.93	Interest Sep 2017		344.71	467,218.90
Interest Jul 2017		5,544.85	7,178,175.78	Interest Oct 2017		235.37	467,454.27
Main Extension Contract Pmt	-361,183.16		6,816,992.62	Interest Nov 2017		247.46	467,701.73
Interest Aug 2017		3,677.09	6,820,669.71	Applied Interest Earned for Pmt of Bond B	-468,270.91		-569.18
Interest Sep 2017		3,647.06	6,824,316.77	Interest Dec 2017		314.41	-254.77
Interest Oct 2017		3,437.91	6,827,754.68	Interest Jan 2018		254.77	0.00
Reinbursement from CFD 2013-1 Meter Cost	-1,038,855.67		5,788,899.01	Interest Feb 2018		479.96	479.96
Interest Nov 2017		3,614.48	5,792,513.49	Interest Mar 2018		671.37	1,151.33
Interest Dec 2017		3,663.59	5,796,177.08	Interest Apr 2018		1.05	1,152.38
Interest Jan 2018		3,894.34	5,800,071.42	Interest May 2018		1.20	1,153.58
Interest Feb 2018		4,511.30	5,804,582.72	Interest Jun 2018		1.28	1,154.86
Interest Mar 2018		4,221.55	5,808,804.27	Interest Jul 2018		1.34	1,156.20
Interest Apr 2018		5,400.71	5,814,204.98	Interest Aug 2018		1.48	1,157.68
Interest May 2018		6,037.34	5,820,242.32	Sept Adjusted Market Value		2.82	1,160.50
Interest Jun 2018		6,461.77	5,826,704.09	Interest Sep 2018		91.04	1,248.72
Interest Jul 2018		6,771.59	5,833,475.68	Applied Interest Earned for Pmt of Bond B	-1,154.86		93.86
Interest Aug 2018		7,444.64	5,840,920.32	Interest Oct 2018		134.86	228.72
Interest Sep 2018		7,521.43	5,848,441.75	Interest Nov 2018		0.34	229.06
Interest Oct 2018		7,547.03	5,855,988.78	Interest Dec 2018		0.34	229.40
Interest Nov 2018		8,755.99	5,864,744.77	Interest Jan 2019		0.37	229.77
Interest Dec 2018		8,711.47	5,873,456.24	Interest Feb 2019		862.62	1,092.39
Interest Jan 2019		9,430.38	5,882,886.62	Interest Mar 2019		1,194.96	2,287.35
Interest Feb 2019		10,113.30	5,892,999.92	Interest Apr 2019		3.70	2,291.05
Interest Mar 2019		9,102.54	5,902,102.46	Interest May 2019		3.84	2,294.89
Interest Apr 2019		10,146.85	5,912,249.31	Interest June 2019		3.92	2,298.81
Interest May 2019		9,902.64	5,922,151.95	Interest Jul 2019		3.75	2,302.56
Interest Jun 2019		10,121.54	5,932,273.49	Interest Aug 2019		3.85	2,306.41
Interest July 2019		9,671.41	5,941,944.90	Interest Sep 2019		1,266.47	3,572.88
Reinbursement from CFD 2013-1 Projects 2018 / 2019	-1,486,814.43		4,455,130.47				
Interest Aug 2019		9,946.50	4,465,076.97				
Interest Sep 2019		7,208.30	4,472,285.27				
Less: Pending Projects for Reimbursement			-3,225,151.94				
Total funds remaining for improvement:			<u>1,247,133.33</u>				

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

Project No: Project Name:	Total Cost To Date
400 Ojai System Masterplan	375,336.49
420 Sunset Place Pipeline Replacement	710,699.62
421 Cuyama, Palomar and El Paseo Roads Pipeline Replacement	90,414.34
422 South San Antonio Street and Crestview Drive Pipeline	2,128.22
423 West and East Ojai Avenue Pipeline Replacement	107,551.17
424 Running Ridge Zone Hydraulic Improvement	353,869.97
425 Well Rehabilitation Replacement	430,176.79
426 Valve & Appurtenance Replacement	845,521.26
427 Fairview Pipeline Replacement	0.00
428 Mutual Wellfield Pipeline	30,976.04
429 Grand Ave Pipeline	7,341.87
430 Signal Booster Zone Hydraulic Improvements	42,149.98
431 Emily Street Pipeline Replacement	20,147.19
432 Casitas-Ojai System Interties	89,000.00
522 Ojai Arc Flash Study	<u>119,839.00</u>
Project(s) Cost To Date:	<u><u>3,225,151.94</u></u>



Casitas Municipal Water District
State Water Project - Interconnect Project Costs
10/17/2019

Project No:	Project Name:	Costs paid to date	Encumbered	Total Encumbered & Cost To Date
378	State Water Interconnect - Calleguas to Casitas	114,908.54	137,347.97	252,256.51
527	State Water Interconnect - Carpinteria to Casitas	196,819.85	709,592.54	906,412.39
606	State Water Interconnect - Ventura to Casitas	122,543.58	117,431.42	239,975.00
Project(s) Cost To Date:				<u>1,398,643.90</u>

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
10/09/19**

Type of Invest	Institution	CUSIP	Date of Maturity	Original Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	US Treasury IPS	912828MF4	1/15/2020	\$1,041,021	\$1,183,717	1.375%	11/18/2015	6.63%	96
*TB	Federal Home Loan Bank	3130A0EN6	12/10/2021	\$547,735	\$513,170	2.875%	5/9/2016	2.88%	781
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$941,144	\$900,204	2.875%	8/2/2016	5.05%	1685
*TB	Federal Home Loan Bank	3130A3DL5	9/8/2023	\$1,587,180	\$1,552,830	2.375%	10/13/2016	8.70%	1409
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$773,773	\$768,339	2.875%	2/19/2016	4.31%	2044
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,025,110	\$1,067,000	2.700%	5/10/2017	5.98%	2071
*TB	Federal Home Loan Bank	3130ADNW8	2/14/2020	\$998,230	\$1,003,830	3.400%	1/16/2013	5.63%	125
*TB	Federal National Assn	31315P2J7	5/1/2024	\$809,970	\$781,224	3.300%	5/25/2016	4.38%	1642
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$536,015	2.925%	11/20/2017	3.00%	3083
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$940,311	\$882,246	5.400%	5/9/2016	4.94%	2344
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$476,582	\$445,146	3.375%	7/14/2016	2.49%	1409
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,251	\$514,969	2.710%	11/20/2017	2.89%	3363
*TB	Federal Farm CR Bank	3133EGWD3	9/29/2027	\$694,629	\$705,021	2.200%	11/17/2016	3.95%	2870
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$833,166	1.980%	10/25/2016	4.67%	1816
*TB	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$743,109	\$597,845	5.625%	9/8/2014	3.35%	602
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,940	\$2,598,100	2.125%	7/6/2010	14.56%	2355
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,488,050	\$1,475,380	2.625%	5/25/2016	8.27%	1767
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$683,584	\$677,320	2.375%	5/1/2016	3.80%	814
*TB	US Treasury Note	912828WE6	11/15/2023	\$770,037	\$806,211	2.750%	12/13/2013	4.52%	1476
Total in Gov't Sec. (11-00-1055-00&1065)				\$17,879,931	\$17,841,730			99.98%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$470	\$470	2.57%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,962	\$2,962	2.57%	Estimated	0.02%	
TOTAL FUNDS INVESTED				\$17,883,363	\$17,845,162			100.00%	
Total Funds Invested last report				\$17,883,363	\$17,755,683				
Total Funds Invested 1 Yr. Ago				\$20,874,942	\$19,770,015				
****	CASH IN BANK (11-00-1000-00) EST.			\$3,999,213	\$3,999,213				
	CASH IN Custody Money Market			\$5	\$5	0.30%			
TOTAL CASH & INVESTMENTS				\$21,882,581	\$21,844,380				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$23,395,135	\$22,290,209				

- *CD CD - Certificate of Deposit
- *TB TB - Federal Treasury Bonds or Bills
- ** Local Agency Investment Fund
- *** County of Ventura Investment Fund
- Estimated interest rate, actual not due at present time.
- **** Cash in bank

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