

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
Special Meeting
July 14, 2011
3:00 P.M. – DISTRICT OFFICE

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

1. Public comments.
 2. General Manager comments.
 3. Board of Director comments.
 4. Consent Agenda
 - a. Minutes of the June 22, 2011 Board Meeting.
 - b. Recommend approval of a purchase order in the amount of \$19,900 to H2O Solutions, LLC for cleaning of 14 reservoirs and \$400 per hour plus material costs for directed repairs.
- RECOMMENDED ACTION: Adopt Consent Agenda
5. Bills
 6. Committee/Manager Reports
 - a. Water Resources Committee Minutes
 7. Recommend approval of leak relief in the amount of \$864.87 to Margaret Elliot.

RECOMMENDED ACTION: Motion approving recommendation

8. Resolution approving a Management Agreement with the United States of America for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas.

RECOMMENDED ACTION: Adopt Resolution

9. Information Items:
 - a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
 - b. Recreation Area Report for May, 2011.
 - c. News Articles.
 - d. Investment Report
10. Closed Session
 - a. (Govt. Code Sec. 54957.6)
Conference with Labor Negotiators:
Agency Designated Representatives: Rebekah Vieira, Draza Mrvichin
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.
11. Adjournment

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

Minutes of the Casitas Municipal Water District
Board Meeting Held
June 22, 2011

A meeting of the Board of Directors was held June 22, 2011 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, and Bergen were present. Director Kaiser was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were three staff members and six members of the public in attendance. Director Baggerly led the group in the flag salute.

1. Public comments.

None

2. General Manager comments.

Mr. Wickstrum reported that the fisheries personnel snorkeled around the docks of Lake Casitas and the shorelines looking for quagga mussels and did not find any. There is a question of the park store and acquisition of a liquor license. The issue pertains to gross revenues and the interpretation from the ABC. It may result in a minor change to the letter agreement.

Mr. Wickstrum informed the board that over the last six months, he had been working with Director Word, Director Baggerly, and Carol Belser on the recreation agreement with the Bureau of Reclamation. It appears that we may have an agreement that is reasonable and fair and in the best interest of Casitas and the United States. Hopefully, it will be brought to the board in July for consideration.

Due to travel to Washington D.C. in July the board decided to reschedule the meeting to July 14th at 3:00 p.m.

3. Board of Director comments.

Director Hicks reported that he attended that wine festival and it appeared to be a success. He didn't see any problems. Mr. Wickstrum added that Dave Wooly with the Bureau of Reclamation was at the park on Monday and he expected to see trash and destruction but everything was already cleaned up.

4. Consent Agenda

- a. Minutes of the June 8, 2011 Board Meeting.

On the motion of Director Word, seconded by Director Bergen, and passed, the Consent agenda was adopted.

5. Bills

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

6. Committee/Manager Reports

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

Director Word commented on an editorial in the paper and noted that page 23 of the agenda section on Recreation Committee Minutes, item 7 refers to recent photos of deer at the fence.

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

7. Urban Water Management Plan

- a. Conduct Public Hearing

Director Baggerly stated this is the time and date set for a public hearing to consider input regarding the proposed Urban Water Management Plan. He asked the Clerk of the Board to read the names of the public who called or submitted communications regarding the proposed Urban Water Management Plan. Rebekah Vieira stated communications were received from the City of Ventura, Ojai Valley Sanitary District, Ventura River County Water District, and Ojai Valley Green Resource Center. Ron Merckling provided his report on the Urban Water Management Plan and discussed the new requirements.

Director Baggerly opened the public hearing at 3:33 p.m. and asked for comments from the public.

Bert Rap from Ventura River County Water District commented that this is an excellent Urban Water Management Plan and he appreciates the water conservation efforts. He thanked the board for consistent investment with staff and budget to sustain the water conservation measures.

Bill O'Brien, residing at 1287 Avila Drive in Ojai and representing the Green Coalition Watershed Council thanked the district for putting this together. It created a good historical reference to understand water supply. He offered support in distribution of literature for water conservation and education efforts.

Deborah residing at 309 Riverside Rd Oak View elaborated on what Bill said and added that grey water recycling should be part of a water conservation plan. She applauded the district in hiring a coordinator and hope they will be out there in the community with us. We are here to help and want to be integrated with you. You are a major partner. It is a great plan.

Director Baggerly closed the public hearing at 3:40 p.m.

b. Resolution Adopting the Urban Water Management Plan

The resolution was offered by Director Word, seconded by Director Bergen and passed by the following roll call vote

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

Resolution is numbered 11-12.

8. Public Hearing for the adoption of the 2011-2012 Budget.

a. Public Hearing

Director Baggerly stated this is the time and date set for a public hearing to consider input on the adoption of the 2011-2012 Budget and asked the clerk of the board to read the names of the public who called or submitted communications regarding the proposed budget. Rebekah Vieira stated there were none.

Mr. Wickstrum provided his report and stated that we looked at the budget in a conservative manner and are using the least amount of reserves. Director Word added that we will review the budget midyear but we don't revise the budget in those meetings but will review performance. There is a 5% reduction in revenue. Some departments plan an 8% reduction in expenses. He added that he is uneasy if the district begins to use reserves on a regular basis to balance the budget. He also added that this budget is being presented with no increase in water rates this year. He commended staff for looking at capital projects and not deferring maintenance but looking at when they should be done. Denise Collin added there is one minor change and that is the sun downing of the Oak View Water Availability Charge that was adopted at the last board meeting in the amount of \$7,000.

Director Baggerly opened the public hearing at 3:46 p.m. and since there were no public comments he closed the public hearing at 3:47 p.m.

b. Resolution adopting the general fund budget, debt service fund and Mira Monte water assessment district fund budgets for the Fiscal Year ending June 30, 2012. ADOPTED

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

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

Resolution is numbered 11-13.

9. Resolution establishing the appropriations limit for Fiscal Year ending June 30, 2012. ADOPTED

The resolution was offered by Director Bergen, seconded by Director Word and passed by the following roll call vote

| | | |
|---------|------------|-------------------------------|
| AYES: | Directors: | Bergen, Hicks, Word, Baggerly |
| NOES: | Directors: | None |
| ABSENT: | Directors: | Kaiser |

Resolution is numbered 11-14.

10. Resolution fixing a tax rate for Fiscal Year 2011-2012 and authorizing the President of the Board to execute a certificate requesting the Ventura County Board of Supervisors to levy such a tax. ADOPTED

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

| | | |
|---------|------------|-------------------------------|
| AYES: | Directors: | Bergen, Hicks, Word, Baggerly |
| NOES: | Directors: | None |
| ABSENT: | Directors: | Kaiser |

Resolution is numbered 11-15.

11. Information Items:
- a. News Articles.
 - b. Investment Report

12. Adjournment

Vice President Baggerly adjourned the meeting at 3:51 p.m.

Secretary

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: NEIL COLE, PRINCIPAL CIVIL ENGINEER
SUBJECT: ACCEPT PROPOSAL FOR INSPECTION AND CLEANING OF 14 RESERVOIRS
DATE: JUNE 30, 2011

RECOMMENDATION:

It is recommended that the Board of Directors accept the proposal from H2O Solutions, LLC in an amount of \$19,900 for cleaning and inspection of 14 reservoirs and \$400 per hour plus material costs for directed repairs.

BACKGROUND AND DISCUSSION:

The American Water Works Association recommends that reservoirs be cleaned and inspected every 3 to 5 years. Casitas' reservoirs were last inspected and cleaned in February 2006 at a cost of \$33,250. Since 2006, several reservoirs have been drained, repaired and painted. Oak View No. 2 and Ojai 4M No. 1, the two most recently painted reservoirs, will not be inspected and cleaned as part of this project. Inspecting the reservoirs that were painted two to four years ago is considered a prudent procedure to determine how well the coatings are performing and to repair any damage while the repairs are small.

Request for Proposals (RFP) was posted on Casitas' web site. Nine proposals were received. The RFP provided a selection criteria based on four items. The items are:

- Qualifications and experience of the firm.
- The thoroughness of the proposal
- The cost to provide the services
- The proposed time to complete the work.

The costs and time to complete the project were compared to make sure similar services were being provided for the quoted price. Costs ranged from \$19,900 to \$72,400. Based on this review, staff is recommending that the project be awarded to H2O Solutions, LLC for \$19,900 for the cleaning and inspection portion of the project and \$400 per hour plus material costs for any Casitas' directed repairs. The three divers that will complete the work are owners of the firm and have completed over 750 reservoir inspections. The FY 2011-12 Capital Budget includes \$35,000 for this work.

INSPECTION & CLEANING OF RESERVOIRS 2011


| <u>FIRM</u> | <u>CRITERIA</u> | | | | | | |
|---------------------------|---|--|---------------------------------------|--------------------------|--|--|--|
| | <u>Qualifications & Experience</u> | <u>Overall Proposal Quality</u> | <u>Cost</u> | <u>Time frame</u> | | | |
| H2O Solutions | Good | Good | 19,900 | 9 days | | | |
| Potable Divers Inc | Good | Adequate | 23,900 | 9 days | | | |
| Advanced Diving Services | Adequate | Adequate | 25,590 | 20 days | | | |
| Aqua Video Engineering | Excellent | Excellent | 30,000 | 18-20 days | | | |
| Inland Potable Services | Adequate | Good | 33,897 | ? | | | |
| Global Diving | Good | Adequate | \$33,345+ 3880/day for cleaning | 22-23 days | | | |
| Liquidvision Technologies | ? | Adequate | \$54,085 | 8 Days | | | |
| CSI Services | Excellent | Excellent | 57,585 | 15 days | | | |
| MCS Inspection Group | Good | Good | \$72,400 | 26 days | | | |

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 6/21/11-7/7/11
Presented to the Board of Directors For Approval July 13, 2011

| Check | Payee | | | Description | Amount |
|--------|-----------------------|---|------------|-------------------------------|----------------|
| 000260 | Payables Fund Account | # | 9759651478 | Accounts Payable Batch 062411 | \$150,708.43 |
| 000261 | Payables Fund Account | # | 9759651478 | Accounts Payable Batch 062811 | \$207,772.74 |
| 000262 | Payables Fund Account | # | 9759651478 | Accounts Payable Batch 062911 | \$294,967.83 |
| 000263 | Payables Fund Account | # | 9759651478 | Accounts Payable Batch 070711 | \$837,476.91 |
| | | | | | \$1,490,925.91 |
| 000264 | Payroll Fund Account | # | 9469730919 | Estimated Payroll 7/28/11 | \$145,000.00 |
| | | | | | \$145,000.00 |
| Total | | | | | \$1,635,925.91 |

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, 000260-000264 have been duly audited is hereby certified as correct.

 7/7/11

 Denise Collin, Accounting Manager

 Signature

 Signature

 Signature

A/P Fund

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

| | | |
|--------|--------------------------|---------------|
| 000260 | A/P Checks: | 009220-009241 |
| | A/P Draft to P.E.R.S. | |
| | A/P Draft to State of CA | |
| | A/P Draft to I.R.S. | |
| | Void: | |
| 000261 | A/P Checks: | 009242-009243 |
| | A/P Draft to P.E.R.S. | |
| | A/P Draft to State of CA | |
| | A/P Draft to I.R.S. | |
| | Void: | |
| 000262 | A/P Checks: | 009244-009355 |
| | A/P Draft to P.E.R.S. | 062913 |
| | A/P Draft to State of CA | 062912 |
| | A/P Draft to I.R.S. | 062911 |
| | Void: | 009309-009311 |
| 000263 | A/P Checks: | 009356-009366 |
| | A/P Draft to P.E.R.S. | |
| | A/P Draft to State of CA | |
| | A/P Draft to I.R.S. | |
| | Void: | |

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

 7/7/11
Denise Collin, Accounting Manager

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 06/25/11
Pay Date of 06/30/11
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 6/27/11
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|------------|----------------|----------|----------|--------------|--------------|
| C-CHECK | VOID CHECK | V | 6/29/2011 | | | 009309 | | |
| C-CHECK | VOID CHECK | V | 6/29/2011 | | | 009310 | | |
| C-CHECK | VOID CHECK | V | 6/29/2011 | | | 009311 | | |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|----|--------------|-----------|---------------|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |

| | | | | |
|--------------|---------------|------|------|------|
| VOID CHECKS: | 3 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | | |
|----------------------|---------|---|------|------|------|
| VENDOR SET: 01 BANK: | TOTALS: | 3 | 0.00 | 0.00 | 0.00 |
| BANK: | TOTALS: | 3 | 0.00 | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|-------------|-------------------------------------|----------------------------|----------|----------------------------|--------------|--------------|
| 00004 I-060111 | ACWA HEALTH BENEFITS AUTHORITY Jun 11 Health Insurance | R | 6/21/2011 | 102,688.34 | | 009220 | | 102,688.34 |
| 00836 I-POS4001000002719 | AMERICAN RED CROSS Lifeguard Instructor Aide | R | 6/21/2011 | 32.00 | | 009221 | | 32.00 |
| 00018 I-829434088X06142011 | AT & T MOBILITY PT Wildlife Biol Monthly Cell | R | 6/21/2011 | 7.38 | | 009222 | | 7.38 |
| 01616 I-062011 | FRED BRENEMAN PD 6/12/11-06/25/11 | R | 6/21/2011 | 391.00 | | 009223 | | 391.00 |
| 10210 I-14876355073 | DIRECT TV Service for FY 2011-2012 | R | 6/21/2011 | 2,775.24 | | 009224 | | 2,775.24 |
| 00131 I-509995 | JCI JONES CHEMICALS, INC Chlorine for TP, CM#510182 | R | 6/21/2011 | 1,587.60 | | 009225 | | 1,587.60 |
| 00937 I-061611 | Geoff Mosdale Advance for Carp Round-Up Meeting on 6/25/11 | R | 6/21/2011 | 344.92 | | 009226 | | 344.92 |
| 10042 I-5011 I-5012 | PSR ENVIRONMENTAL SERVICE, INC Gas Tank Inspection, LCRA Gas Tank Inspection, Main Yard | R R | 6/21/2011 6/21/2011 | 235.00 235.00 | | 009227 009227 | | 470.00 |
| 00234 I-11261RN I-11275RN | UNITED WATER CONSERVATION State Water Plan Payment State Water Plan Payment | R R | 6/21/2011 6/21/2011 | 919.00 9,759.00 | | 009228 009228 | | 10,678.00 |
| 00949 I-11261RN I-11275RN | CITY OF VENTURA State Water Plan Payment State Water Plan Payment | R R | 6/21/2011 6/21/2011 | 1,838.00 19,518.00 | | 009229 009229 | | 21,356.00 |
| 02186 I-050611 I-051711 I-061011 | Weinerth and Sons Bee Removal Bee Relocation, LCRA, 5/6/11 Bee Relocation, LCRA, 5/17/11 Bee Relocation, LCRA, 6/10/11 | R R R | 6/21/2011 6/21/2011 6/21/2011 | 175.00 175.00 175.00 | | 009230 009230 009230 | | 525.00 |
| 01985 I-062411 | AFLAC/FLEX ONE Reimburse Medical 2011 | R | 6/24/2011 | 60.00 | | 009231 | | 60.00 |
| 01985 I-773138ER | AFLAC/FLEX ONE Service Fee Invoice 6/11 | R | 6/24/2011 | 125.00 | | 009232 | | 125.00 |

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 6/21/2011 THRU 7/07/2011

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 09065 | ERIC BEHRENDT | | | | | | | |
| I-062311 | Safety Boot Purchase | R | 6/24/2011 | 115.00 | | 009233 | | 115.00 |
| 00131 | JCI JONES CHEMICALS, INC | | | | | | | |
| I-510689 | Chlorine for TP, CM#510824 | R | 6/24/2011 | 1,587.60 | | 009234 | | |
| I-510698 | Hypochlorite for TP, CM#510818 | R | 6/24/2011 | 785.33 | | 009234 | | 2,372.93 |
| 00144 | BOB MONNIER | | | | | | | |
| I-May 11 | Reimburse Mileage 5/11 | R | 6/24/2011 | 74.15 | | 009235 | | 74.15 |
| 02031 | Mark Passamani | | | | | | | |
| I-Jun 11 | Safety Shoe Purchase | R | 6/24/2011 | 84.95 | | 009236 | | |
| I-Jun 11A | Reimburse Expenses 6/11 | R | 6/24/2011 | 971.05 | | 009236 | | 1,056.00 |
| | Cal-OSHA Training Seminar | | | | | | | |
| 00188 | PETTY CASH | | | | | | | |
| I-062411 | Replenish Petty Cash | R | 6/24/2011 | 208.37 | | 009237 | | 208.37 |
| 02210 | Wagner Signs | | | | | | | |
| I-062311 | 2nd Installment for LCRA Signs | R | 6/24/2011 | 1,926.25 | | 009238 | | 1,926.25 |
| 00263 | JIM WEBER | | | | | | | |
| I-062011 | T2 Cert and Class | R | 6/24/2011 | 325.25 | | 009239 | | 325.25 |
| 00270 | WELLS FARGO BANK | | | | | | | |
| C-060911C | Accrue Use Tax | R | 6/24/2011 | 17.94CR | | 009240 | | |
| C-060911D | Accrue Use Tax | R | 6/24/2011 | 155.68CR | | 009240 | | |
| D-060911C | Accrue Use Tax | R | 6/24/2011 | 17.94 | | 009240 | | |
| D-060911D | Accrue Use Tax | R | 6/24/2011 | 155.68 | | 009240 | | |
| I-060911 | Monthly Credit Card Charges | R | 6/24/2011 | 2,779.99 | | 009240 | | |
| I-060911A | Cut Off Tool for Dist Maint | R | 6/24/2011 | 217.50 | | 009240 | | |
| I-060911B | Literature Holder Rack, LCRA | R | 6/24/2011 | 97.81 | | 009240 | | 3,095.30 |
| 00270 | WELLS FARGO BANK | | | | | | | |
| I-060911E | Monthly Credit Card Charges | R | 6/24/2011 | 494.70 | | 009241 | | 494.70 |
| 00004 | ACWA HEALTH BENEFITS AUTHORITY | | | | | | | |
| I-Jul 11 | Jul 11 Health Insurance | R | 6/28/2011 | 103,984.40 | | 009242 | | |
| I-May 11 | May 11 Health Insurance | R | 6/28/2011 | 102,688.34 | | 009242 | | 206,672.74 |
| 00188 | PETTY CASH | | | | | | | |
| I-062811 | Increase Cash in Drawer-LCRA | R | 6/28/2011 | 1,100.00 | | 009243 | | 1,100.00 |

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 6/21/2011 THRU 7/07/2011

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|--------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 00026 | AERA ENERGY LLC | | | | | | | |
| I-1800006770 | Cathodic Protection, Vta Field | R | 6/29/2011 | 200.00 | | 009244 | | 200.00 |
| 01985 | AFLAC/FLEX ONE | | | | | | | |
| I-221642 | Supplemental Insurance 5/11 | R | 6/29/2011 | 2,529.28 | | 009245 | | |
| I-647398 | Supplemental Insurance 6/11 | R | 6/29/2011 | 3,793.92 | | 009245 | | |
| I-785994 | Supplemental Insurance 4/11 | R | 6/29/2011 | 2,529.98 | | 009245 | | 8,853.18 |
| 01707 | AIRGAS SPECIALTY PRODUCTS | | | | | | | |
| I-131200668 | Ammonium Hydroxide for TP | R | 6/29/2011 | 3,060.92 | | 009246 | | 3,060.92 |
| 00010 | AIRGAS WEST | | | | | | | |
| I-103204378 | First Aid Items for TP | R | 6/29/2011 | 25.64 | | 009247 | | 25.64 |
| 00011 | ALERT COMMUNICATIONS | | | | | | | |
| C-ALERTIN31707 | Batteries Returned | R | 6/29/2011 | 83.23CR | | 009248 | | |
| I-ALERTIN31708 | Motorola Batteries for LCRA | R | 6/29/2011 | 162.34 | | 009248 | | 79.11 |
| 09569 | ALLCABLE | | | | | | | |
| I-213201000 | Cable for Res Office Cameras | R | 6/29/2011 | 164.22 | | 009249 | | |
| I-213221001 | Parts for Security Cameras | R | 6/29/2011 | 326.06 | | 009249 | | 490.28 |
| 00836 | AMERICAN RED CROSS | | | | | | | |
| I-POS4001000002927 | ARC Trainings Certs,Lifeguards | R | 6/29/2011 | 240.00 | | 009250 | | 240.00 |
| 00014 | AQUA-FLO SUPPLY | | | | | | | |
| C-208468 | Part Returned Inv#208470 | R | 6/29/2011 | 15.62CR | | 009251 | | |
| I-201090 | Couplings for Line Repairs | R | 6/29/2011 | 296.53 | | 009251 | | |
| I-201202 | PVC for Irrigation Repair,LCRA | R | 6/29/2011 | 84.08 | | 009251 | | |
| I-206069 | Parts,Weather Sta Repair,Dam | R | 6/29/2011 | 369.79 | | 009251 | | |
| I-208470 | Parts for Weather Sta, Dam | R | 6/29/2011 | 19.36 | | 009251 | | 754.14 |
| 00840 | AQUA-METRIC SALES COMPANY | | | | | | | |
| I-0038218IN | Turbo Meter Rebuild Parts, Dst | R | 6/29/2011 | 7,953.11 | | 009252 | | 7,953.11 |
| 01703 | ARNOLD, BLEUEL, LAROCHELLE, | | | | | | | |
| I-32185 | Matter No: 5088.001 5/11 Srvc | R | 6/29/2011 | 5,830.00 | | 009253 | | 5,830.00 |
| 01666 | AT & T | | | | | | | |
| I-000002424082 | Local, Regional, Long Distance | R | 6/29/2011 | 752.94 | | 009254 | | |
| I-000002448958 | T-1 Lines | R | 6/29/2011 | 903.86 | | 009254 | | 1,656.80 |
| 00020 | AVENUE HARDWARE, INC | | | | | | | |
| I-41747 | Screws and Headbands,Dst Maint | R | 6/29/2011 | 31.88 | | 009255 | | 31.88 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-----------------|---|--------|------------|----------------|----------|----------|--------------|--------------|
| 00021 | AWA OF VENTURA COUNTY | | | | | | | |
| I-2011 | 2011 CCWUC Membership | R | 6/29/2011 | 150.00 | | 009256 | | 150.00 |
| 00030 | B&R TOOL AND SUPPLY CO | | | | | | | |
| I-1229984000201 | Wrench Sets for Intake Manways | R | 6/29/2011 | 171.18 | | 009257 | | |
| I-1230662000101 | Tamper, Lubricator, Pipelines | R | 6/29/2011 | 1,162.25 | | 009257 | | |
| I-1231015000101 | Sockets for PP Control Valves | R | 6/29/2011 | 19.13 | | 009257 | | 1,352.56 |
| 00185 | BASIC CHEMICAL SOLUTIONS | | | | | | | |
| I-SI5881889 | Hydrochloric Acid for WP | R | 6/29/2011 | 1,293.59 | | 009258 | | |
| I-SI5882888 | Sodium Hypochlorite, WP | R | 6/29/2011 | 1,477.98 | | 009258 | | 2,771.57 |
| 00326 | BEN MEADOWS | | | | | | | |
| I-1017488239 | Fisheries Field Equipment | R | 6/29/2011 | 256.75 | | 009259 | | |
| I-1017496682 | All Weather Paper, Fisheries | R | 6/29/2011 | 113.45 | | 009259 | | 370.20 |
| 02222 | Buena Tool Co. | | | | | | | |
| I-68512 | Thor Parts for Robles | R | 6/29/2011 | 60.19 | | 009260 | | 60.19 |
| | Sales Tax Rate is 8.25% in Ventura County | | | | | | | |
| 00463 | Farm Plan | | | | | | | |
| I-03682541 | Brush Hog Blades, Dist Maint | R | 6/29/2011 | 118.19 | | 009261 | | 118.19 |
| 01023 | CARQUEST AUTO PARTS | | | | | | | |
| I-7294302939 | PVC for Fresh Air System, #82 | R | 6/29/2011 | 8.95 | | 009262 | | 8.95 |
| 01843 | COASTAL COPY | | | | | | | |
| I-350748 | Copier Usage for LCRA | R | 6/29/2011 | 37.89 | | 009263 | | |
| I-350749 | Copier Usage, Dist Office | R | 6/29/2011 | 60.35 | | 009263 | | 98.24 |
| 00059 | COASTAL PIPCO | | | | | | | |
| I-S1685381001 | Irrigation Parts for F Camp | R | 6/29/2011 | 320.21 | | 009264 | | |
| I-S1685383001 | Parts for LCRA Camera System | R | 6/29/2011 | 59.38 | | 009264 | | |
| I-S1686313001 | Spools for Sparger Pump, Dam | R | 6/29/2011 | 73.53 | | 009264 | | 453.12 |
| 00511 | Community Memorial Hospital | | | | | | | |
| I-649769801 | DOS 5/4/11, Claim#11-93056 | R | 6/29/2011 | 56.93 | | 009265 | | 56.93 |
| 00061 | COMPUWAVE | | | | | | | |
| I-SB02067488 | WP Ticket Window Printer | R | 6/29/2011 | 287.95 | | 009266 | | |
| I-SB02067551 | Cameras for Pipeline Crew | R | 6/29/2011 | 352.31 | | 009266 | | |
| I-SB02067561 | Toner Cartridges for Admin | R | 6/29/2011 | 902.25 | | 009266 | | 1,542.51 |

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| 00062 | CONSOLIDATED ELECTRICAL | | | | | | | |
| | C-9009191247 Exchange from Inv#9009641099 | R | 6/29/2011 | 53.39CR | | 009267 | | |
| | I-9009641099 Parts for AB Valve Control,Dam | R | 6/29/2011 | 494.28 | | 009267 | | |
| | I-9009641571 Mixer Pump Wiring at Ojai 4M | R | 6/29/2011 | 578.77 | | 009267 | | |
| | I-9009641972 Heater Elements for Dam | R | 6/29/2011 | 53.39 | | 009267 | | |
| | I-9009642209 Training for AB Equip, Ojai 4M | R | 6/29/2011 | 880.00 | | 009267 | | |
| | I-9009642254 Tools for Telemetry | R | 6/29/2011 | 103.48 | | 009267 | | |
| | I-9009642255 E & M Parts for Stock | R | 6/29/2011 | 629.96 | | 009267 | | |
| | I-9009642279 Arc Flash Training, Ojai 4M | R | 6/29/2011 | 295.00 | | 009267 | | |
| | I-9009642282 Annual Software Support E & M | R | 6/29/2011 | 4,658.40 | | 009267 | | 7,639.89 |
| | For Scada and PLCs | | | | | | | |
| 00331 | COORDINATED WIRE ROPE | | | | | | | |
| | I-71583 Tamper Proof Locking Systems | R | 6/29/2011 | 980.00 | | 009268 | | 980.00 |
| 01483 | CORVEL CORPORATION | | | | | | | |
| | I-649769801 Bill Review | R | 6/29/2011 | 6.53 | | 009269 | | |
| | I-C00203153270 New Claim#11-93056 | R | 6/29/2011 | 20.00 | | 009269 | | 26.53 |
| 01064 | CPRS NPSI | | | | | | | |
| | I-061511 Dues Renewal 10/1/11-9/30/12 | R | 6/29/2011 | 450.00 | | 009270 | | 450.00 |
| 02214 | CS-amsco | | | | | | | |
| | I-5359 Check Valve Parts, PP | R | 6/29/2011 | 11,578.42 | | 009271 | | |
| | I-5383 Check Valves, Treatment Plant | R | 6/29/2011 | 800.22 | | 009271 | | 12,378.64 |
| 01001 | CUSTOM PRINTING | | | | | | | |
| | I-113510 Print Newsletter, WQ Report | R | 6/29/2011 | 3,915.00 | | 009272 | | 3,915.00 |
| 02034 | D.K. Mechanical | | | | | | | |
| | I-1944 Repair Air Brakes, Eq#211,Trlr | R | 6/29/2011 | 305.02 | | 009273 | | 305.02 |
| 01856 | DATA FLOW | | | | | | | |
| | C-60824A Accrue Use Tax | R | 6/29/2011 | 12.12CR | | 009274 | | |
| | D-60824A Accrue Use Tax | R | 6/29/2011 | 12.12 | | 009274 | | |
| | I-60824 Window Envelopes | R | 6/29/2011 | 178.80 | | 009274 | | 178.80 |
| 00076 | DEKREEK TECHNICAL SERVICES | | | | | | | |
| | I-61043 Modems for 4M PP Upgrade | R | 6/29/2011 | 598.29 | | 009275 | | |
| | I-61061 MM Well Security Upgrades | R | 6/29/2011 | 1,605.00 | | 009275 | | |
| | I-61062 PLC Training for E & M | R | 6/29/2011 | 3,000.00 | | 009275 | | 5,203.29 |
| 00824 | DEVAR, INC. | | | | | | | |
| | I-81561 Devar Radio Repair | R | 6/29/2011 | 903.25 | | 009276 | | 903.25 |

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| 00182 | DEWITT PETROLEUM Gas and Diesel for LCRA | R | 6/29/2011 | 4,432.61 | | 009277 | | 4,432.61 |
| 10106 | DeZURIK Water Controls 8" Valves, Bushings, TP | R | 6/29/2011 | 2,383.67 | | 009278 | | 2,383.67 |
| 00662 | Diamond A Equipment Driveshaft, EQ#277, Kubota Mower | R | 6/29/2011 | 501.70 | | 009279 | | 501.70 |
| 00085 | DON'S INDUSTRIAL SUPPLIES, INC Tape, Welding Compound, PP | R | 6/29/2011 | 12.62 | | 009280 | | |
| | I-345994 Screen Wash Hose for Dam | R | 6/29/2011 | 131.21 | | 009280 | | |
| | I-346069 Hose for Pressure Washer | R | 6/29/2011 | 12.85 | | 009280 | | 156.68 |
| | For Use in the Garage | | | | | | | |
| 02181 | Downtown Ford Sales 2011 3/4 Ton Truck Eq#11 for District Maintenance | R | 6/29/2011 | 24,256.25 | | 009281 | | 24,256.25 |
| 00086 | E.J. Harrison & Sons Inc Acct#1C-00053370 Trash Pickup | R | 6/29/2011 | 114.55 | | 009282 | | |
| | I-4646 Acct#1C-00054230 Trash Pickup | R | 6/29/2011 | 1,979.00 | | 009282 | | 2,093.55 |
| 10272 | ERS INDUSTRIAL SERVICES, INC Rentention, Filter#7 Recoat | R | 6/29/2011 | 17,874.06 | | 009283 | | 17,874.06 |
| 00095 | FAMCON PIPE & SUPPLY Claval Parts for Pipelines | R | 6/29/2011 | 1,078.17 | | 009284 | | 1,078.17 |
| 00099 | FGL ENVIRONMENTAL Wet Chemistry-NO3 | R | 6/29/2011 | 43.00 | | 009285 | | |
| | I-104126A Wet Chemistry-NO3 | R | 6/29/2011 | 43.00 | | 009285 | | |
| | I-105308A Wet Chemistry-NO3 | R | 6/29/2011 | 61.00 | | 009285 | | |
| | I-105602A Wet Chemistry-NO3 | R | 6/29/2011 | 43.00 | | 009285 | | 190.00 |
| | I-105847A Wet Chemistry-NO3 | R | 6/29/2011 | | | | | |
| 00101 | FISHER SCIENTIFIC Gloves, Buffer Solution, WQ | R | 6/29/2011 | 184.86 | | 009286 | | 184.86 |
| 00103 | FRANK'S ROOTER & PUMPING Install New Water Heater, WP | R | 6/29/2011 | 263.50 | | 009287 | | 263.50 |
| 00104 | FRED'S TIRE MAN Align, Rotate Tires, Eq#30, E&M | R | 6/29/2011 | 79.95 | | 009288 | | |
| | I-159386 Tires for Backhoe Trailer, #211 | R | 6/29/2011 | 892.85 | | 009288 | | 972.80 |
| | I-159588 | | | | | | | |

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| 00106 | FRONTIER PAINT | | | | | | | |
| C-F148554 | Credit Invoice #F148553 | R | 6/29/2011 | 12.41 | | 009289 | | |
| I-F146968 | Stain, Clear Coat Res Ofc Patio | R | 6/29/2011 | 85.23 | | 009289 | | |
| I-F148293 | Masks for Pipelines | R | 6/29/2011 | 24.22 | | 009289 | | |
| I-F148345 | Clear Coat for LCRA Remodel | R | 6/29/2011 | 41.90 | | 009289 | | |
| I-F148419 | Red Paint for Curbs at LCRA | R | 6/29/2011 | 40.73 | | 009289 | | |
| I-F148553 | Supplies for Linechecks, PL | R | 6/29/2011 | 53.61 | | 009289 | | |
| I-F148637 | Gloves for Line Check | R | 6/29/2011 | 55.42 | | 009289 | | 288.70 |
| 01280 | FRY'S ELECTRONICS, INC. | | | | | | | |
| I-3946982 | UPS Systems for WP Computers | R | 6/29/2011 | 206.60 | | 009290 | | |
| I-3958633 | UPS System for LCRA | R | 6/29/2011 | 157.68 | | 009290 | | |
| I-3958668 | Adapter - TP, Canned Air- IT | R | 6/29/2011 | 48.90 | | 009290 | | 413.18 |
| 00376 | GALL'S, INC. | | | | | | | |
| I-511439505 | Batteries for 2 Way Radios | R | 6/29/2011 | 435.52 | | 009291 | | 435.52 |
| 09027 | DALE GODFREY | | | | | | | |
| I-Jun 11 | Water Dist Course, CDPH Permit | R | 6/29/2011 | 179.04 | | 009292 | | 179.04 |
| 02158 | Google, Inc. | | | | | | | |
| I-2753134 | 1Yr Email Archiving, Discovery | R | 6/29/2011 | 780.00 | | 009293 | | 780.00 |
| 01898 | Eric Grabowski | | | | | | | |
| I-Jun 11 | Safety Boot Purchase | R | 6/29/2011 | 87.93 | | 009294 | | 87.93 |
| 00115 | GRAINGER, INC | | | | | | | |
| I-9562865072 | Light Bulbs, Batteries | R | 6/29/2011 | 178.90 | | 009295 | | |
| I-9563848630 | Safety Items for TP | R | 6/29/2011 | 192.22 | | 009295 | | 371.12 |
| 00746 | GREEN THUMB INTERNATIONAL | | | | | | | |
| I-444930 | Plants for Waterpark | R | 6/29/2011 | 93.40 | | 009296 | | 93.40 |
| 02217 | Greg Rents | | | | | | | |
| I-3260 | Ditchwitch Rental, Line Repair | R | 6/29/2011 | 102.84 | | 009297 | | 102.84 |
| 00121 | HACH COMPANY | | | | | | | |
| I-7283751 | Chlorine Reagents, Lab | R | 6/29/2011 | 114.02 | | 009298 | | 114.02 |
| 02011 | Herald Printing, Ltd. | | | | | | | |
| I-31073501 | Mail Newsletters | R | 6/29/2011 | 866.00 | | 009299 | | 866.00 |
| 00596 | HOME DEPOT | | | | | | | |
| I-062111 | Drywall, Plywood Camp H RR | R | 6/29/2011 | 405.34 | | 009300 | | 405.34 |

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| 00894 | HOSE-MAN, INC. | | | | | | | |
| C-5503696000105 | Credit on Fire Hose | R | 6/29/2011 | 20.85CR | | 009301 | | |
| I-5169809000105 | Fire Hose for Pipeline Pumps | R | 6/29/2011 | 992.07 | | 009301 | | |
| I-5170290000105 | Fire Hose Repair, Pipelines | R | 6/29/2011 | 205.80 | | 009301 | | 1,177.02 |
| 00127 | INDUSTRIAL BOLT & SUPPLY | | | | | | | |
| I-00120046 | Bolts for Pipeline Truck Stock | R | 6/29/2011 | 237.07 | | 009302 | | |
| I-00120390 | Bolts for Rincon Pump #4 | R | 6/29/2011 | 19.49 | | 009302 | | 256.56 |
| 00360 | LESLIE'S POOL SUPPLIES, INC | | | | | | | |
| I-142274479 | Chemicals for Waterpark | R | 6/29/2011 | 172.33 | | 009303 | | 172.33 |
| 02143 | Mapcon Technologies, Inc. | | | | | | | |
| I-15823 | Custom Programming for E & M | R | 6/29/2011 | 300.00 | | 009304 | | 300.00 |
| 00149 | MCJUNKIN RED MAN CORPORATION | | | | | | | |
| I-1003854001 | Victaulic Ball Valves for TP | R | 6/29/2011 | 748.10 | | 009305 | | 748.10 |
| 02218 | Meat Shop | | | | | | | |
| I-1329 | Food for WP Soft Opening | R | 6/29/2011 | 300.00 | | 009306 | | 300.00 |
| 00800 | MEDIA3 TECHNOLOGIES, LLC | | | | | | | |
| I-435734 | lakecasitas.info SSL Service | R | 6/29/2011 | 26.85 | | 009307 | | |
| I-435896 | casitaswater.org Linux Value | R | 6/29/2011 | 32.85 | | 009307 | | |
| I-435897 | lakecasitas.info Linux Value | R | 6/29/2011 | 32.85 | | 009307 | | 92.55 |
| 00151 | MEINERS OAKS ACE HARDWARE | | | | | | | |
| C-440811 | Parts Exchanged Inv#440763 | R | 6/29/2011 | 0.58CR | | 009308 | | |
| I-437330 | Concrete for 4M Reservoir | R | 6/29/2011 | 199.89 | | 009308 | | |
| I-437725 | Cleaning Supplies for LCRA | R | 6/29/2011 | 22.13 | | 009308 | | |
| I-439785 | Plumbing Supplies for LCRA | R | 6/29/2011 | 243.84 | | 009308 | | |
| I-439799 | Paint Supplies for LCRA Maint | R | 6/29/2011 | 113.26 | | 009308 | | |
| I-439829 | Screws for Sign at Waterpark | R | 6/29/2011 | 4.63 | | 009308 | | |
| I-440351 | Cord, Cable Ties, LCRA Office | R | 6/29/2011 | 5.68 | | 009308 | | |
| I-440493 | Screws for Kabalocks at TP | R | 6/29/2011 | 11.53 | | 009308 | | |
| I-440537 | Hose, Vise Grips for O & M CS | R | 6/29/2011 | 40.08 | | 009308 | | |
| I-440566 | Cord, Ruler Tape, LCRA Office | R | 6/29/2011 | 10.75 | | 009308 | | |
| I-440602 | Blades for Kabalock at TP | R | 6/29/2011 | 9.71 | | 009308 | | |
| I-440603 | Denatured Alcohol for TP | R | 6/29/2011 | 14.82 | | 009308 | | |
| I-440702 | Supplies for LCRA Maint | R | 6/29/2011 | 34.78 | | 009308 | | |
| I-440724 | Supplies for LCRA Maint | R | 6/29/2011 | 39.85 | | 009308 | | |
| I-440730 | Waterhose Nozzle, PL | R | 6/29/2011 | 5.51 | | 009308 | | |
| I-440763 | PVC Parts for Fisheries | R | 6/29/2011 | 31.79 | | 009308 | | |
| I-440846 | Rubber Gloves for Dist Maint | R | 6/29/2011 | 1.94 | | 009308 | | |
| I-440909 | PVC Parts for Cameras at LCRA | R | 6/29/2011 | 17.51 | | 009308 | | |
| I-441131 | Plumbing Parts for Camp H RR | R | 6/29/2011 | 207.54 | | 009308 | | |
| I-441135 | Hose for Pump Plant | R | 6/29/2011 | 4.62 | | 009308 | | |
| I-441195 | PVC for Cameras at LCRA | R | 6/29/2011 | 4.50 | | 009308 | | |

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| I-441238 | Paint Supplies for Curbs, LCRA | R | 6/29/2011 | 48.51 | | 009308 | | |
| I-441311 | Paste, Clip for Pump Plant | R | 6/29/2011 | 5.24 | | 009308 | | |
| I-441608 | PVC Parts for Cameras at LCRA | R | 6/29/2011 | 5.55 | | 009308 | | |
| I-441609 | Parts for Toilet Repair, LCRA | R | 6/29/2011 | 7.17 | | 009308 | | |
| I-441657 | PVC Parts for Fisheries | R | 6/29/2011 | 17.73 | | 009308 | | |
| I-441722 | Caulking, Screws, Dist Maint | R | 6/29/2011 | 13.31 | | 009308 | | |
| I-441729 | Parts for Shop Cabinets | R | 6/29/2011 | 30.25 | | 009308 | | |
| I-441767 | Drill, Tools for Pipelines | R | 6/29/2011 | 115.04 | | 009308 | | |
| I-441833 | Staples for LCRA Maint | R | 6/29/2011 | 3.13 | | 009308 | | |
| I-441834 | Hardi Backer, Camp H RR Tile | R | 6/29/2011 | 220.74 | | 009308 | | |
| I-441842 | Line Check Aluminum Paint, PL | R | 6/29/2011 | 47.48 | | 009308 | | |
| I-442029 | Bug Repellent, Keys Made O&M | R | 6/29/2011 | 11.33 | | 009308 | | |
| I-442144 | GFCI, Parts for 4M Reservoir | R | 6/29/2011 | 27.85 | | 009308 | | |
| I-442205 | Supplies for Camp H RR | R | 6/29/2011 | 22.36 | | 009308 | | |
| I-442213 | Part Exchanged for 4M Res | R | 6/29/2011 | 3.74 | | 009308 | | |
| I-442225 | Lopper for Line Checks, PL | R | 6/29/2011 | 33.98 | | 009308 | | 1,637.19 |
| 01507 | MEMPHIS NET & TWINE | | | | | | | |
| C-43424A | Accrue Use Tax | R | 6/29/2011 | 27.27 | CR | 009312 | | |
| D-43424A | Accrue Use Tax | R | 6/29/2011 | 27.27 | | 009312 | | |
| I-43424 | Fish Trap Netting, Fisheries | R | 6/29/2011 | 420.54 | | 009312 | | 420.54 |
| 00163 | OFFICE DEPOT | | | | | | | |
| I-567996701001 | Cash Drawers, Storage Boxes | R | 6/29/2011 | 360.81 | | 009313 | | 360.81 |
| 00160 | OILFIELD ELECTRIC CO, INC | | | | | | | |
| I-2008839 | Repair #4 Rincon 450hp Motor | R | 6/29/2011 | 5,041.80 | | 009314 | | 5,041.80 |
| 00607 | OJAI ELECTRIC | | | | | | | |
| I-071016C | Work Done at Waterpark | R | 6/29/2011 | 195.00 | | 009315 | | |
| I-071036C | Work Done at District Office | R | 6/29/2011 | 162.00 | | 009315 | | |
| I-071037C | Work Done at LCRA | R | 6/29/2011 | 140.00 | | 009315 | | 497.00 |
| 00166 | OJAI PRINTING & PUBLISHING | | | | | | | |
| I-0085584IN | Return Envs,Trailer Storage | R | 6/29/2011 | 243.02 | | 009316 | | 243.02 |
| 00168 | OJAI VALLEY NEWS | | | | | | | |
| I-060811 | Public Notices, Budget, UWMP | R | 6/29/2011 | 45.00 | | 009317 | | |
| I-061511 | Public Notices, Budget, UWMP | R | 6/29/2011 | 45.00 | | 009317 | | 90.00 |
| 00734 | ONESOURCE DISTRIBUTORS | | | | | | | |
| I-S3546752001 | Brady Labeling Tape, PP | R | 6/29/2011 | 197.58 | | 009318 | | 197.58 |

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| 00170 I-112624 | OKNARD AUTO ELECTRIC COMPANY Weed Trimmer Repair,Dist Maint | R | 6/29/2011 | 172.53 | | 009319 | | 172.53 |
| 01515 I-062411 | PASO ROBLES TANK, INC Final Ojai 4M Recoat/Repair | R | 6/29/2011 | 44,487.50 | | 009320 | | 44,487.50 |
| 02053 I-12710 | Photo-Scan of Los Angeles, Inc CCTV, Reservation Ofc & Gate | R | 6/29/2011 | 5,744.50 | | 009321 | | 5,744.50 |
| 00988 I-2313061 | PLUMBERS WAREHOUSE Cartridges for LCRA Restrooms | R | 6/29/2011 | 70.51 | | 009322 | | 70.51 |
| 00627 I-9049 | PORT SUPPLY Supplies for Boats at LCRA | R | 6/29/2011 | 103.49 | | 009323 | | 103.49 |
| 01439 I-1600 I-1603 | PRECISION POWER EQUIPMENT Steel Equip Parts, Dist Maint Parts for Stihl Trimmers,LCRA | R R | 6/29/2011 6/29/2011 | 124.91 101.70 | | 009324 009324 | | 226.61 |
| 01848 I-658527277 | PROCESS INSTRUMENTS & CONTROLS Dual Capicitance Level Probe For Treatment Plant | R | 6/29/2011 | 902.45 | | 009325 | | 902.45 |
| 00033 C-37885 I-37765 I-37833 | ROBERT SKEELS & CO. CM for Defective Lock Door Lock for TP Door Lock for Matilija 2 | R R R | 6/29/2011 6/29/2011 6/29/2011 | 516.35CR 490.48 580.10 | | 009326 009326 009326 | | 554.23 |
| 00313 I-2360 | ROCK LONG'S AUTOMOTIVE Repair, Service Eq#30 Replace Shocks, | R | 6/29/2011 | 930.51 | | 009327 | | |
| I-2429 | Brakes for Eq#37, Maint Truck | R | 6/29/2011 | 610.68 | | 009327 | | |
| I-2434 | Headlight for Eq#28, Maint | R | 6/29/2011 | 40.42 | | 009327 | | |
| I-2552 | Seat Levers, Eq#28, Maint | R | 6/29/2011 | 12.63 | | 009327 | | |
| I-2553 | Seat Levers, Eq#29, Maint | R | 6/29/2011 | 12.63 | | 009327 | | |
| I-2557 | Replace Sensor Eq#36, PL Truck | R | 6/29/2011 | 161.08 | | 009327 | | |
| I-2565 | Repair A/C Eq#38, Maint Truck | R | 6/29/2011 | 156.59 | | 009327 | | 1,924.54 |
| 01107 I-S76137 | SAWYER PETROLEUM Motor & Pump Oil, Pump Plant | R | 6/29/2011 | 260.07 | | 009328 | | 260.07 |
| 01105 I-T807032 | SEARS COMMERCIAL ONE Parts for LCRA Maint | R | 6/29/2011 | 29.11 | | 009329 | | 29.11 |

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| 02198 I-900225487 | SIEMENS INDUSTRY, INC. Mechanical Seal for TP | R | 6/29/2011 | 149.15 | | 009330 | | 149.15 |
| 10286 I-900213505 | SIEMENS INDUSTRY, INC. Orings for Treatment Plant | R | 6/29/2011 | 3.83 | | 009331 | | 3.83 |
| 00215 I-062211 I-062211A I-062211B | SOUTHERN CALIFORNIA EDISON Acct#2157697889 Acct#2266156405 Acct#2312811532 | R R R | 6/29/2011 6/29/2011 6/29/2011 | 8,256.76 229.15 43.97 | | 009332 009332 009332 | | 8,529.88 |
| 00864 I-061511 | STANTON MARINE Downrigger for WQ Sampling | R | 6/29/2011 | 324.70 | | 009333 | | 324.70 |
| 00574 I-062311 | STATE OF CALIFORNIA Hazardous Waste Fee-Rincon | R | 6/29/2011 | 175.00 | | 009334 | | 175.00 |
| 00574 I-062711 | STATE OF CALIFORNIA EPA ID Number, Water Quality | R | 6/29/2011 | 179.00 | | 009335 | | 179.00 |
| 00223 I-4601922000 | STOCK BUILDING SUPPLY Electronic Lock, Admin Vault | R | 6/29/2011 | 1,293.06 | | 009336 | | 1,293.06 |
| 02062 I-TSC7460 | Target Safety.com, Inc. Annual Licence,Online Training | R | 6/29/2011 | 1,840.00 | | 009337 | | 1,840.00 |
| 01662 I-15159 | TYLER TECHNOLOGIES, INC. UB Online Monthly Fees | R | 6/29/2011 | 153.00 | | 009338 | | 153.00 |
| 00825 I-427045 | USA BLUEBOOK Bleed Valve, Pulsafeeder, TP | R | 6/29/2011 | 123.31 | | 009339 | | 123.31 |
| 01502 C-Srn001192A D-Srn001192A I-Srn001192 | VAKI AQUACULTURE SYSTEMS LTD Accrue Use Tax Accrue Use Tax White Light, Vaki Riverwatcher | R R R | 6/29/2011 6/29/2011 6/29/2011 | 32.88CR 32.88 458.56 | | 009340 009340 009340 | | 458.56 |
| 00243 I-10475 | VALLEY EQUIPMENT Chain for Saw, Pipelines | R | 6/29/2011 | 35.79 | | 009341 | | 35.79 |
| 10011 I-2146 | VENTURA CONCRETE CUTTING Core 2 Holes in Camp H RR | R | 6/29/2011 | 110.00 | | 009342 | | 110.00 |

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 6/21/2011 THRU 7/07/2011

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|--|---|-------------|-------------------------------------|------------------------------|----------|----------------------------|--------------|--------------|
| 00246 I-1026159 | VENTURA COUNTY AIR POLLUTION Permit for Robles Generator | R | 6/29/2011 | 535.00 | | 009343 | | 535.00 |
| 00254 I-30557 I-30558 I-9263 | VENTURA LOCKSMITHS Kaba Lock for Maint Door, LCRA Rekey New Combo Lock, Maint Keys Made for Forklift | R R R | 6/29/2011 6/29/2011 6/29/2011 | 774.96 17.00 24.36 | | 009344 009344 009344 | | 816.32 |
| 09955 I-153506 | VENTURA WHOLESALE ELECTRIC Fittings, Adapter, Camera Sys | R | 6/29/2011 | 16.94 | | 009345 | | 16.94 |
| 00536 I-201420 | Water Resource Engr Associates Senior Canyon Upgrade Project | R | 6/29/2011 | 3,065.87 | | 009346 | | 3,065.87 |
| 00530 I-0073074IN | WESTERN OUTDOOR PUBLICATIONS Ad for LCRA | R | 6/29/2011 | 1,273.00 | | 009347 | | 1,273.00 |
| 00274 I-Jun 11 | JAMES WORD Reimburse Mileage 6/11 | R | 6/29/2011 | 91.29 | | 009348 | | 91.29 |
| 00124 I-CUI201106280436 I-DCI201106280436 I-DI%201106280436 | ICMA RETIREMENT TRUST - 457 457 CATCH UP DEFERRED COMP FLAT DEFERRED COMP PERCENT | R R R | 6/29/2011 6/29/2011 6/29/2011 | 423.08 2,453.86 213.83 | | 009349 009349 009349 | | 3,090.77 |
| 01960 I-MOR201106280436 | Moringa Community PAYROLL CONTRIBUTIONS | R | 6/29/2011 | 16.75 | | 009350 | | 16.75 |
| 00985 I-CUN201106280436 I-DCN201106280436 | NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP DEFERRED COMP FLAT | R R | 6/29/2011 6/29/2011 | 211.54 3,981.78 | | 009351 009351 | | 4,193.32 |
| 00188 I-062911 | PETTY CASH Replenish Petty Cash | R | 6/29/2011 | 191.79 | | 009352 | | 191.79 |
| 00180 I-UND201106280436 | S.E.I.U. - LOCAL 721 UNION DUES | R | 6/29/2011 | 611.00 | | 009353 | | 611.00 |
| 00230 I-UWY201106280436 | UNITED WAY PAYROLL CONTRIBUTIONS | R | 6/29/2011 | 45.00 | | 009354 | | 45.00 |
| 1 I-000201106290437 | Terrell Riley UB Refund | R | 6/29/2011 | 20.36 | | 009355 | | 20.36 |

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 6/21/2011 THRU 7/07/2011

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--|--------|------------|----------------|----------|----------|--------------|--------------|
| 01153 | RUSS BAGGERLY Reimburse Mileage 6/11 | R | 7/07/2011 | 78.54 | | 009356 | | 78.54 |
| 00055 | CASITAS BOAT RENTALS Cafe Pass Reimbursment 5/11 | R | 7/07/2011 | 2,654.16 | | 009357 | | 2,654.16 |
| 00059 | COASTAL PIPCO PVC Parts for Treatment Plant | R | 7/07/2011 | 41.43 | | 009358 | | 41.43 |
| 02219 | Evans Excavating Canal Bank Repairs | R | 7/07/2011 | 15,375.00 | | 009359 | | 15,375.00 |
| 00216 | THE GAS COMPANY Acct#00801443003 | R | 7/07/2011 | 872.79 | | 009360 | | |
| | I-062811A Acct#18231433006 | R | 7/07/2011 | 54.03 | | 009360 | | 926.82 |
| 00131 | JCI JONES CHEMICALS, INC Chlorine for TP, CM#511634 | R | 7/07/2011 | 1,587.60 | | 009361 | | 1,587.60 |
| 01944 | Luke Soholt T2 Cert & Exam | R | 7/07/2011 | 125.00 | | 009362 | | 125.00 |
| 00215 | SOUTHERN CALIFORNIA EDISON Acct#2210507034 | R | 7/07/2011 | 5,879.02 | | 009363 | | |
| | I-062911 Acct#2210503702 | R | 7/07/2011 | 4,941.90 | | 009363 | | |
| | I-070111 Acct#2210502480 | R | 7/07/2011 | 71,260.58 | | 009363 | | |
| | I-070111A Acct#2237789169 | R | 7/07/2011 | 21.26 | | 009363 | | |
| | I-070111B Acct#2210505426 | R | 7/07/2011 | 1,655.64 | | 009363 | | 83,758.40 |
| 00048 | STATE OF CALIFORNIA State Water Plan Payment | R | 7/07/2011 | 732,599.00 | | 009364 | | 732,599.00 |
| 00247 | County of Ventura Annual Permit for LCRA 7/16/11-7/15/12 Encroachment Permit | R | 7/07/2011 | 180.00 | | 009365 | | 180.00 |
| 00489 | STEVE WICKSTRUM Reimburse Mileage 6/11 | R | 7/07/2011 | 109.14 | | 009366 | | |
| | I-Jun 11 Reimburse Mileage 5/11 | R | 7/07/2011 | 41.82 | | 009366 | | 150.96 |
| 00128 | INTERNAL REVENUE SERVICE Federal Withholding | D | 6/29/2011 | 21,862.59 | | 062911 | | |
| | I-T3 201106280436 FICA Withholding | D | 6/29/2011 | 20,696.66 | | 062911 | | |
| | I-T4 201106280436 Medicare Withholding | D | 6/29/2011 | 5,771.08 | | 062911 | | 48,330.33 |

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 6/21/2011 THRU 7/07/2011

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|-----------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 00049 | STATE OF CALIFORNIA | | | | | | | |
| I-T2 201106280436 | State Withholding | D | 6/29/2011 | 6,714.28 | | 062912 | | 6,714.28 |
| 00187 | CALPERS | | | | | | | |
| I-PER201106280436 | PERS EMPLOYEE PORTION | D | 6/29/2011 | 9,641.97 | | 062913 | | |
| I-PRR201106280436 | PERS EMPLOYER PORTION | D | 6/29/2011 | 10,265.64 | | 062913 | | 19,907.61 |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|-----|-------------------|-----------|---------------|
| REGULAR CHECKS: | 144 | 1,415,973.69 | 0.00 | 1,415,973.69 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 3 | 74,952.22 | 0.00 | 74,952.22 |
| 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 | 0.00 |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|----------|---------|-----|--------------|------|--------------|
| VENDOR SET: 01 | BANK: AP | TOTALS: | 147 | 1,490,925.91 | 0.00 | 1,490,925.91 |
| BANK: AP | TOTALS: | | 147 | 1,490,925.91 | 0.00 | 1,490,925.91 |
| REPORT TOTALS: | | | 150 | 1,490,925.91 | 0.00 | 1,490,925.91 |

Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2010/11
July 1, 2010-June 30, 2011

| <u>Date paid</u> | <u>Board of Director/ Employee</u> | <u>Description</u> | <u>Amount Paid</u> |
|------------------|--|--|--------------------|
| 7/8/10 | Gerardo Herrera | Renew T2 Certification | \$ 110.00 |
| 7/8/10 | Gerardo Herrera | Safety Boot Purchase | \$ 115.00 |
| 7/14/10 | Scott Lewis | College Tuition (Spring Term) | \$ 1,514.27 |
| 7/14/10 | Scott Lewis | Airfare to CMWD 7/12-7/16 | \$ 427.40 |
| 7/14/10 | Scott Lewis | CA Fish & Game Scientific Permits | \$ 268.50 |
| | | Roundtrip Personal Vehicle Mileage-SHRM- | |
| 7/22/10 | Rebekah Vieira | San Diego 6/27-6/30 | \$ 139.20 |
| 7/22/10 | Ron Yost | Possessory Tax (Dam Tender House) | \$ 515.10 |
| 8/11/10 | Scott Lewis | Lodging CMWD 7/12-7/16 | \$ 351.96 |
| 8/11/10 | Scott Lewis | Fish Sampling Equipment | \$ 137.70 |
| 8/11/10 | Scott Lewis | Car Rental 7/12-7/16 | \$ 538.32 |
| 8/11/10 | Scott Lewis | Computer Repair | \$ 196.99 |
| 9/1/10 | Carol Belser | Advance for CPO Course | \$ 201.48 |
| 9/1/10 | Dale Godfrey | Advance for CPO Course | \$ 152.53 |
| 9/1/10 | Willis Hand | Safety Boot Purchase | \$ 104.95 |
| 9/8/10 | Scott Lewis | Airfare to CMWD 8/23-8/27 | \$ 532.80 |
| 9/8/10 | Scott Lewis | Lodging CMWD 8/23-8/27 | \$ 351.96 |
| 9/8/10 | Scott Lewis | Car Rental 8/23-8/27 | \$ 174.60 |
| 9/8/10 | Scott Lewis | Airfare to CMWD 9/13-9/17 | \$ 362.80 |
| 9/8/10 | Rebekah Vieira | Hoses for LCRA Maintenance | \$ 105.43 |
| 9/16/10 | Aaron Wall | Advance for World Waterpark Assn Conf | \$ 2,186.00 |
| 9/22/10 | John Parlee | Safety Boot Purchase | \$ 102.83 |
| 9/22/10 | Luke Soholt | Safety Boot Purchase | \$ 115.00 |
| 9/29/10 | Lisa Kolar | Safety Boot Purchase | \$ 108.25 |
| 9/29/10 | Brian Taylor | Safety Boot Purchase | \$ 115.00 |
| 9/29/10 | Brian Taylor | CDPH Treatment II Courses | \$ 247.00 |
| 9/29/10 | Aaron Wall | Food, Gift Cards for End of Season Party | \$ 258.39 |
| 10/6/10 | Troy Garst | Safety Boot Purchase | \$ 115.00 |
| 10/6/10 | Scott Lewis | Lodging CMWD 9/13-9/17 | \$ 351.96 |
| 10/6/10 | Scott Lewis | Car Rental 9/13-9/17 | \$ 320.44 |
| 10/8/10 | Russ Baggerly | Lodging ACWA Conf 9/29-10/1 | \$ 570.30 |
| 10/8/10 | Russ Baggerly | Car Rental ACWA Conf 9/29-10/1 | \$ 325.85 |
| 10/8/10 | Geoff Mosdale | Advance for Mussel Summit 10/21-10/22 | \$ 357.56 |
| 10/8/10 | Rob Weinerth | Advance for Mussel Summit 10/21-10/22 | \$ 417.56 |
| 10/20/10 | Pete Kaiser | Lodging ACWA Conf 9/29-10/1 | \$ 462.26 |
| 10/22/10 | Dale Godfrey | Advance for PAPA Seminar 10/28-10/29 | \$ 155.44 |
| 10/26/10 | Jim Weber | Safety Boot Purchase | \$ 115.00 |
| 10/26/10 | Ron Yost | Safety Boot Purchase | \$ 115.00 |
| 11/3/10 | Lisa Barbee | Personal Vehicle Mileage 10/24-10/27 | \$ 206.34 |
| 11/3/10 | Lisa Barbee | Lodging 10/24-10/27 Calpers Forum | \$ 518.07 |
| 11/3/10 | Troy Garst | T4 Certification Renewal | \$ 140.00 |
| 11/3/10 | Scott Lewis | Airfare to CMWD 10/25-10/29 | \$ 260.80 |
| 11/3/10 | Scott Lewis | Lodging 10/25-10/29 | \$ 316.76 |
| 11/3/10 | Scott Lewis | Car Rental 10/25-10/29 | \$ 178.15 |
| 11/3/10 | Tracy Medeiros | Safety Boot Purchase | \$ 115.00 |
| 11/5/10 | Neil Cole | Airfare to DC 10/19-10/22 | \$ 279.00 |
| 11/5/10 | Neil Cole | Lodging 10/19-10/22 | \$ 1,167.92 |
| 11/12/10 | Joel Cox | Water Treatment Course | \$ 200.00 |
| 11/12/10 | Joel Cox | Cash Advance for Cla-Val Class | \$ 246.00 |
| 11/12/10 | Luke Soholt | Cash Advance for Cla-Val Class | \$ 246.00 |
| 11/15/10 | Steve Wickstrum | Dinner for Group in DC 10/18/10 | \$ 263.15 |
| 11/23/10 | Gerardo Herrera | Lodging 11/16-11/18 | \$ 137.78 |
| 11/23/10 | Robert Vasquez | Lodging 11/16-11/18 | \$ 137.78 |
| 12/8/10 | Neil Cole | Utility Location Training Webinar | \$ 125.00 |
| 12/8/10 | Ron Merckling | Lodging ACWA Conf 11/30-12/3 | \$ 590.76 |
| 12/8/10 | Rebekah Vieira | Personal Vehicle Mileage 11/16-11/19 | \$ 299.00 |
| 12/8/10 | Steve Wickstrum | CDPH T5 License Renewal | \$ 105.00 |
| 12/8/10 | Steve Wickstrum | DCA CE Renewal | \$ 125.00 |
| 12/8/10 | Steve Wickstrum | Personal Vehicle Mileage 11/30/10 | \$ 101.50 |
| 12/8/10 | Pete Kaiser | Lodging ACWA Conf 11/30-12/3 | \$ 551.43 |
| 12/16/10 | Russ Baggerly | Lodging ACWA Conf 11/30-12/3 | \$ 590.76 |
| 12/16/10 | Russ Baggerly | Car Rental 11/30-12/3 | \$ 275.36 |

**Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2010/11
July 1, 2010-June 30, 2011**

| | | | | |
|----------|------------------|--|----|----------|
| 12/21/10 | Carol Belser | Personal Vehicle Mileage 12/2 | \$ | 203.00 |
| 12/21/10 | Bill Hicks | Lodging ACWA Conf 11/30-12/3 | \$ | 590.76 |
| 12/21/10 | Bill Hicks | Personal Vehicle Mileage 12/3 | \$ | 101.00 |
| 12/21/10 | Scott Lewis | Office Supplies | \$ | 100.96 |
| 12/21/10 | Scott Lewis | Airfare to CMWD 11/27-12/3 | \$ | 564.80 |
| 12/21/10 | Scott Lewis | Lodging 11/27-12/3 | \$ | 549.94 |
| 12/21/10 | Scott Lewis | Car Rental 11/27-12/3 | \$ | 197.51 |
| 1/6/11 | Gerardo Herrera | WQ Protect & Control Course | \$ | 101.00 |
| 1/6/11 | Gerardo Herrera | Class Manual | \$ | 110.81 |
| 1/6/11 | Luke Soholt | Water Transmission and Dist Course | \$ | 101.00 |
| 1/19/11 | Scott Lewis | Fall Term 2010 Tuition | \$ | 1,557.67 |
| 1/19/11 | Scott Lewis | Airfare to CMWD 1/3/11-1/7/11 | \$ | 383.80 |
| 2/1/11 | Ken Grinnell | Water Chemistry Course | \$ | 201.30 |
| 2/10/11 | Eric Behrendt | Cisco Networking Class | \$ | 168.00 |
| 2/10/11 | Joel Cox | T3 Certification Exam | \$ | 100.00 |
| 2/10/11 | Scott Lewis | Car Rental 1/3/11-1/7/11 | \$ | 173.48 |
| 2/10/11 | Scott Lewis | Lodging 1/3/11-1/7/11 | \$ | 307.96 |
| 2/10/11 | Scott Lewis | Stream Flow Workshop | \$ | 125.00 |
| 2/10/11 | Mike Werber | Grade 4 Water Dist Certificate | \$ | 105.00 |
| 2/17/11 | Ron Yost | Dist 3 Certification | \$ | 140.00 |
| 2/24/11 | Todd Evans | Grade 2 Exam & Certificate | \$ | 145.00 |
| 2/25/11 | Mike Werber | Safety Boot Purchase | \$ | 115.00 |
| 3/2/11 | Geoff Mosdale | Cash Advance for Fred Hall Show | \$ | 234.22 |
| 3/2/11 | Luke Soholt | Water TP Operation Course | \$ | 110.04 |
| 3/2/11 | Rob Weinerth | Cash Advance for Fred Hall Show | \$ | 247.98 |
| 3/4/11 | Luke Soholt | Dist 2 Exam & Certification | \$ | 145.00 |
| 3/17/11 | Scott Lewis | Airfare to CMWD 2/28/11-3/5/11 | \$ | 260.80 |
| 3/23/11 | Joel Cox | D4 Certification | \$ | 130.00 |
| 3/30/11 | Russ Baggerly | Lodging 3/22-3/25 Salmonid Conf | \$ | 283.50 |
| 3/30/11 | Russ Baggerly | Car Rental 3/22-3/25 Salmonid Conf | \$ | 261.62 |
| 3/30/11 | Robert Vasquez | Water Dist Sys Operation Class | \$ | 117.04 |
| 4/5/11 | Joel Cox | Safety Boot Purchase | \$ | 108.20 |
| 4/5/11 | Geoff Mosdale | Lodging Fred Hall Show 3/11-3/13 | \$ | 283.16 |
| 4/5/11 | Suzi Taylor | Tile for LCRA Restroom | \$ | 236.36 |
| 4/5/11 | Suzi Taylor | Tile for LCRA Restroom | \$ | 201.43 |
| 4/13/11 | Scott Lewis | Lodging 2/28/11-3/5/11 | \$ | 468.55 |
| 4/13/11 | Scott Lewis | Car Rental 2/28/11-3/5/11 | \$ | 303.03 |
| 4/13/11 | Scott Lewis | Airfare to CMWD 3/21/11-4/1/11 | \$ | 360.80 |
| 4/13/11 | Scott Lewis | Lodging 3/21/11-4/1/11 | \$ | 979.99 |
| 4/13/11 | Scott Lewis | Car Rental 3/21/11-4/1/11 | \$ | 439.25 |
| 4/13/11 | Robert Vasquez | D2 & 3 Review Course | \$ | 175.00 |
| 4/18/11 | Lisa Barbee | Advance for Incode Connect Travel | \$ | 1,078.00 |
| 4/18/11 | Chelbi Kelley | Advance for Incode Connect Travel | \$ | 1,128.32 |
| 4/21/11 | Ronald Merckling | Lodging 4/12/11-4/15/11 CAPIO Conf | \$ | 370.74 |
| 5/4/11 | Neil Cole | Digalert Webinar | \$ | 125.00 |
| 5/4/11 | Brian Taylor | Safety Boot Purchase | \$ | 115.00 |
| 5/18/11 | Russ Baggerly | Personal Vehicle Mileage-ACWA Conf | \$ | 419.22 |
| 5/18/11 | Russ Baggerly | Lodging-ACWA Conf 5/10-5/13 | \$ | 717.74 |
| 5/26/11 | Bill Hicks | Personal Vehicle Mileage-ACWA Conf | \$ | 400.35 |
| 5/26/11 | Bill Hicks | Lodging-ACWA Conf 5/10-5/13 | \$ | 707.79 |
| 5/26/11 | Scott MacDonald | Safety Boot Purchase | \$ | 115.00 |
| 5/26/11 | Tracy Medeiros | Intro to PLC Class | \$ | 168.00 |
| 5/26/11 | Tracy Medeiros | Intro to PLC Class Material | \$ | 112.88 |
| 6/2/11 | Dorothy Fortner | Lodging for Mapcon Conf 5/16-5/19 | \$ | 389.76 |
| 6/2/11 | Gerardo Herrera | Safety Boot Purchase | \$ | 115.00 |
| 6/15/11 | Scott Lewis | Winter & Spring Tuition | \$ | 3,228.23 |
| 6/21/11 | Geoff Mosdale | Advance for Carp Round Up | \$ | 344.92 |
| 6/24/11 | Eric Behrendt | Safety Boot Purchase | \$ | 115.00 |
| 6/24/11 | Mark Passamani | Lodging 6/5-6/10 Cal-Osha Seminar | \$ | 574.89 |
| 6/24/11 | Mark Passamani | Personal Vehicle Mileage 6/5-10 | \$ | 212.16 |
| 6/24/11 | Jim Weber | Water Treatment Certificate T2 | \$ | 160.00 |
| 6/24/11 | Jim Weber | Small Water Systems Course | \$ | 165.25 |
| 6/29/11 | Dale Godfrey | Water Dist Sys Operation & Maint Class | \$ | 114.04 |

Note:

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

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: June 30, 2011
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Water Resources Committee Meeting of June 20, 2011

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Baggerly and Director Hicks. Staff – Ron Merckling.
Public – Charlene Broudy, Bert Rapp
2. **Public Comments.** None.
3. **Board Comments.** None.
4. **Manager Comments.** None.
5. **Review the request for leak relief from Margaret Elliott.**
The District received a request for leak relief from Margaret Elliott of 710 La Luna Avenue. During the initial review of the leak calculations, it appears that the leak relief would exceed the \$500 authorization for staff to approve the leak relief. It appears that the leak occurred during three monthly billing periods and did not flagged as a high reading. The leak resulted from rain and large tree roots that damaged multiple plastic pipelines on the property. Further review will be moved to the Board of Directors.
6. **Review of allocation of water at 12140 Old Walnut Road.**
The General Manager presented to the Committee a discussion that had occurred between staff and several real estate agents regarding water allocations for 12140 Old Walnut Road. During the course of the property sale, agents asked of staff, what is the water right or allocation for the parcel. The answer provided is that as a agricultural account the water allocation is a part of the 8,800 acre-feet allocated to all of agriculture. It was explained the parcel does not have an individual water allocation. The parcel is a part of a development agreement dated July 1, 1983, that should be considered in light of the district's water shortage emergency actions taken in 1992. This consideration may determine whether there can be expansion of water use without the acquisition of additional allocation.

The General Manager will consider this request by the new property owners, Sherrill and Charlene Broudy, as an appeal to current Rates and Regulations. As such, the General Manager will evaluate the appeal and provide a written determination to the Board and the property owners. The Committee also suggested additional

consultation with the District's counsel on this matter.

7. **Discussion regarding the Urban Water Management Plan.**

The Committee provided the last comments on the plan. Mr. Merckling presented his knowledge on the use of tables that will later be replaced by the data from the California Urban Water Conservation Council. Director Baggerly expressed a need to include the savings accomplished with large landscape irrigation systems, which was not represented in the current tables. Mr. Merckling stated that the CUWCC data will reflect those savings, but that CUWCC is late in producing the reports in time for submittal of the Plan.

8. **Discussion regarding Golden State Water Company.**

This is the first meeting of the Committee in which there was an open discussion on the Ojai Flow's report and request to pursue acquisition of Golden State Water Company. The discussion was limited to initial thoughts on the report. Director Hicks asked for and received a copy of the City of Ojai's franchise agreement. It was noted that GSWC desires to discuss the Ojai Flow report with the Committee and Board in late July 2011. The Committee will continue the review and assessment of actions in this matter for future Board consideration.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: July 5, 2010
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Request for Leak Relief – Margaret Elliott

RECOMMENDATION:

It is recommended that the Board of Directors consider and approve the request for leak relief in the amount of \$864.87.

BACKGROUND AND OVERVIEW:

On March 9, 2011, Margaret Elliot contacted the District regarding an unusually high water bill that had occurred during the January thru March rainy period. Following that contact, Ms. Elliott isolated and repaired the leak. It appears that an oak tree root system may have caused the leak in the private piping, and the leak somewhat being disguised by the rainfall events on the 3.8 acre parcel.

In accordance with Section 11.1.3 of the Rates and Regulation for Water Service, the customer has provided documentation that the leak has been repaired. The supporting information is attached to this memorandum. Based on the District's calculation and equal sharing of the leak relief quantity (50/50), the following adjustments are recommended by staff:

| Billing Period | 50% Leak Relief |
|-------------------------|-----------------|
| 12/03/2010 – 01/05/2011 | \$216.83 |
| 01/05/2011 – 02/07/2011 | \$404.10 |
| 02/07/2011 – 03/04/2011 | \$243.94 |
| Total | \$864.87 |

The threshold for bringing a leak relief request to the Board of Directors is \$500. This item was discussed at the Water Resources Committee meeting of June 20, 2011.

If you have any questions, please discuss each question with me.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 18, 2011
TO: Steve Wickstrum
FROM: Denise Collin - Accounting Manager
Re: Leak Relief Request – Margaret Elliott
Account Number: 28-20508-02

RECOMMENDATION:

Direction from Committee – Leak Relief Request \$ 864.87

BACKGROUND AND OVERVIEW:

On March 9, 2011 Margaret Elliott called regarding high usage stating with all the rain and the time of year that it seemed her consumption was high. A service order was created and a leak was confirmed that day. Ms. Elliott turned the valve off above the leak until repairs could be made.

This leak was not detected by Incode because their usage is unusually variable, therefore the usage did not meet our system criteria (Incode) for a high usage flag by our Utility Billing calculation and was not discovered until Ms. Elliott questioned her bill and her meter tested.

Ms. Elliott is requesting Leak Relief for three months, January, February and March of 2011. Photographs of the leak and invoices for repair have been submitted, although invoices for plumbers and/or contractors as stated in her letter for Leak Relief have not been submitted.

- GO OVER CALCULATIONS - METHOD.

May 23, 2011

From: Margaret E. Elliott
To: Casitas Municipal Water District
Subj: Follow-up Request for Leak Relief – 710 South La Luna Avenue

Dear Casitas Municipal Water District:

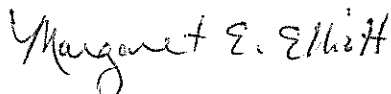
Attached, please find photos documenting completion of repairs on our leaking water system located at 710 South La Luna Avenue, Ojai, California. Also, please find copies of receipts and invoices associated with the leak repair.

Since our last report to you, we have been digging and trenching an extensive area around the known leak, in an effort to find other possible leaks and to find connections to the water main. We were able to trace the leaking pipe system to the edge of a very large oak tree planter. Since we were not able to access the section of pipe under the oak tree planter (approximately eight feet below the ground level of the planter), it became necessary to bypass that section. However, we were not able to find any trace of pipe systems from the main without extensive digging and trenching. The complexity of this task has greatly exceeded the capacity of our volunteers. We have had to enlist the help of plumbers, contractors, and laborers to ensure proper resolution of this problem.

The purpose of this letter is to again request your consideration and approval of "leak relief" for service dates of December 2010, January 2011, February 2011, March 2011, and the first half of April 2011. The leak has cost our non-profit organization thousands of dollars in water bills, time, labor, and parts; so, your assistance in this matter would be greatly appreciated..

If you have any questions or require additional information, please feel free to contact Lynn Hegney, our Facilities Manager. Her mobile number is 805-218-6677.

Thank you for your time and consideration.



Margaret E. Elliott
Casa de La Luna Oneness Center
710 South La Luna Avenue
Ojai, CA 93023
805-320-2400 mobile
melliott@casadelaluna.org

Thank you for Supporting Casa de La Luna

March 31, 2011

From: Margaret E. Elliott
To: Casitas Municipal Water District
Subj: Request for Leak Relief

Dear Casitas Municipal Water District:

Attached, please find photos documenting our recent discovery and temporary shutoff of a subsurface water pipe leak at 710 South La Luna Avenue, Ojai, California.

The leak was discovered behind the main house on Thursday, March 17, 2011 in an area that is not regularly visited by anyone. Because of the prolonged rain and naturally wet soil conditions this past winter, the soil above the leak was not noticeably different from the surrounding soils. Also, the actual leak was hidden beneath a very large boulder. The leak was discovered after about two weeks of dry weather. Therefore, we are not sure how many months this leak had been occurring.

Once we discovered the soggy area, we had to move the large boulder to access the source of the leak. We dug approximately 2 feet below ground level and discovered a large valve that nobody realized was here. The leak was located just beyond the shutoff valve. Luckily the valve was still operational; so, we were able to shut off the water above the leak. We have not yet repaired the broken pipe. But, we will need to do so within a couple weeks, because the pipe feeds our macadamia nut orchard in the back of the property. We do not have receipts for the digging and discovery of the leak (nor the temporary remedy), because all of the people involved in the operation were volunteers.

The purpose of this letter is to request your consideration and approval of "leak relief" for some portion of our water bill for as many months as possible. As we are currently a non-profit organization with ongoing financial challenges, this would be greatly appreciated.

If you have any questions or require additional information, please feel free to contact Lynn Hegney, our Facilities Manager. Her mobile number is 805-218-6677.

Thank you for your time and consideration.

Margaret E. Elliott
Margaret E. Elliott

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CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: July 5, 2011

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Management Agreement – Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas – United States Bureau of Reclamation

RECOMMENDATION:

It is recommended that the Board of Directors review and approve the form and content of the Management Agreement and authorize the President of the Board to execute the agreement.

Overview:

After eight years of differing opinions between the Bureau of Reclamation (Bureau) and the District over whether there is a legitimate requirement or reason to have a new agreement to manage and administer the recreation functions of the Ventura River Project, our respective agencies have agreed to disagree on this point and move forward to create a document that will be in the best interests of our respective agencies. The recent five months of negotiation have been an education process for both agencies. The Bureau did recognize the uniqueness of the District's current operation and considered changes and/or restructuring of several boiler-plate conditions. The District recognized that there have been changes to federal law that are or may be applicable. The intent of the negotiation group was to create a document that would foster communication and cooperation between the agencies. The final draft is provided as an attachment to this memorandum for further and consideration of approval by the Board of Directors.

There are many aspects of the proposed management agreement that leave many responsibilities and tasks unchanged and many other conditions that will require more effort on the part of both agencies. The key changes for the District are the requirements for an integrated pest management plan, new requirements for concessionaire agreements, and additional annual reporting of public recreation uses at Lake Casitas. For the Bureau, there should be more frequent examinations of Casitas records and internal inspections of park, and application of the federal requirements for commercial filming. The agreement is also directly connected to the Lake Casitas Resource Management Plan, which will assist in developing the future visions of recreation at Lake Casitas. For future managers at the District and Bureau, the agreement provides the direction for the review and approval process for future projects, improvements, and requests for uses of the Reservoir Area.

The term of the proposed management agreement is 25 years, with the provision for commencing new negotiations two years before the end of the term. This is a change to the open-ended direction that the District and Bureau took in 1959. With the continued diligence and commitment of the District and the Bureau in the Ventura River Project, it would be hoped that the re-negotiation of the agreement would be speedily resolved.

We believe that the proposed management agreement will provide for the District's continuing

management of the Lake Casitas Recreation Area, may open possible avenues for additional funding assistance, and should maintain the Lake Casitas Recreation Area as a public-valued recreation resource.

Process:

If the form and content of the proposed management agreement is approved by the Board of Directors, the General Manager will provide the resolution of the Board to the Bureau. The Bureau will begin their process of obtaining a long list of Bureau signatures and then send the agreement to the District for signing by the President of the Board of Directors. The District will then send all copies back to the Bureau for final signatures. The District will then receive a final copy of the agreement. This process may take approximately one month to complete.

Recognition:

My first recognition is to those who came before us that made decisions in the best interest of the District and the public served by the District. The agreements, resolutions, and actions taken in the past have laid a strong foundation that has stood well over time and will continue to do so.

My next recognition is to the Board of Directors of the Casitas Municipal Water District for their diligence and resolve in this matter. My special recognition and sincere appreciation to Directors Jim Word and Russ Baggerly for extending the Bureau an offer to reach middle ground and their direct attention to the details of the agreement, and the careful review by John Mathews.

My next recognition is to Park Service Manager Carol Belser, who was faced with the agreement dilemma in her first month of employment and continually worked toward solutions that can be successfully implemented at the Lake Casitas Recreation Area.

My last recognition is to the management and staff of the Bureau that worked with the District to develop the management agreement. Even though they are constricted to many federal guidelines and legal restrictions, they were able to see outside of the boiler-plate clauses and develop an agreement that provides more opportunities for success at Lake Casitas. It has been our pleasure to work with Deputy Director Pablo Arroyave, Michael Jackson, Sheryl Carter, David Woolley, and Stephen Palmer.

Conclusion:

We have before us an agreement that has been negotiated in good faith and is in the best interest of the District and the Bureau. If there are any questions in regard to the agreement, please do not hesitate to discuss each and every question with me.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION APPROVING A MANAGEMENT AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS.

WHEREAS, the Casitas Municipal Water District has provided previous fifty (50) year agreements for the Matilija Conduit and Matilija Dam Operations reached the end of their term as of January 1, 2009; and

WHEREAS, in the view United States of America acting by and through the Regional Director, Mid-Pacific Region, Bureau of Reclamation, the Repayment Contract does not provide for administration, operation, maintenance, and development of recreation at Lake Casitas other than the minimum basic recreation facilities, while in the view of the District the Repayment Contract does provide for such; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the President of the Board is hereby authorized to execute the Management Agreement with the United States of America for the Administration, Operation, Maintenance, and Development of Recreation Uses and Facilities at Lake Casitas.

ADOPTED this 14th day of July, 2011

President, Board of Directors

ATTEST:

Secretary

July 6, 2011 Final 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

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 **Ventura River Project, California**

5 **MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA**
6 **AND CASITAS MUNICIPAL WATER DISTRICT**
7 **FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND**
8 **DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS**
9

10 THIS AGREEMENT, made as of this _____ day of _____ 2011,
11 pursuant to Act of Congress June 17, 1902 (32 Stat. 388) and acts amendatory thereof and
12 supplementary thereto, collectively known and referred to as Federal Reclamation Laws,
13 particularly the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72 (79
14 Stat. 213), as amended particularly by Title XXVIII of the Reclamation Recreation
15 Management Act of October 30, 1992, Public Law(102-575 (106 Stat. 4690-4693), by and
16 between the United States of America acting by and through the Regional Director, Mid-
17 Pacific Region, Bureau of Reclamation, or his duly authorized representative hereinafter
18 styled “Reclamation” and the Casitas Municipal Water District, a non-federal entity, and a
19 political subdivision originally known as the Ventura River Municipal Water District and
20 duly organized and operating pursuant to the California Municipal Water District Act of
21 1911 and amendments thereto, with its principal place of business in Oak View, California,
22 acting by and through the President of the Board or his duly authorized representatives,
23 hereinafter styled the “District”.

24 WITNESSETH THAT:

25 WHEREAS, the United States has constructed the Ventura River Project pursuant
26 to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for
27 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
60 Reclamation and the District that the operation, maintenance, and development of recreation at
61 Lake Casitas 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 **1. 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,
155 unless terminated sooner as provided herein. Two years prior to expiration of this Agreement,
156 the 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
178 Federal and State laws and local rules, regulations, and assist as necessary the
179 enforcement of ordinances adopted pursuant to Article 4(a) within the Reservoir Area, to
180 maintain and preserve law and order, and protect recreation facilities, resources and
181 lands.

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

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

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

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

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

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

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

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

229

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

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

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

241

242 **6. FEES AND REVENUES**

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

252 (b) The District will maintain accounting records for the requirements of the
253 Agreement and shall furnish to Reclamation within thirty (30) days of its completion a copy of
254 the comprehensive annual financial report satisfactory to Reclamation.

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

300

301 **10. ACCIDENT REPORTING**

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

310

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

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

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

322 (c) Upon discovery of any event which may or does result in contamination or
323 pollution of the federal lands, waters or facilities, the District shall immediately undertake all

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

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

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

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

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

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

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

351

352 **12. PEST CONTROL**

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

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

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

365

366 **13. DEBRIS AND WASTE REMOVAL**

367 The District shall notify the public of the presence of hazards and floating debris within
368 the Reservoir Area as directed by California State Revised Statutes or Administrative Code. The

369 District will provide litter control and trash removal in all areas where public recreation use is
370 permitted. The District will properly dispose of all waste, discarded or abandoned items, and
371 debris generated by use of the Reservoir Area. Said waste, discarded or abandoned items and
372 debris will be disposed of properly. Reclamation will cooperate and assist the District in the
373 removal of debris, discarded or abandoned items and waste within the Reservoir Area in the
374 event of an extraordinary or catastrophic occurrence.

375

376 **14. VARIATION IN WATER LEVEL**

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

380

381 **15. PROTECTION OF NATURAL RESOURCES**

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

387

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

389 When the District, Concessionaire and other holders of Third Party Agreement
390 furnishes water to the public, it will furnish only suitably treated, wholesome and sanitary water
391 which meets appropriate Federal, State, and local health standards. Reclamation does not

392 warrant the quality of the available water supplies as to their suitability either for domestic
393 purposes or for human consumption.

394

395 **17. MANAGEMENT OF PERSONAL PROPERTY**

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

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

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

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

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

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

420

421 **18. THIRD PARTY AGREEMENTS, CONCESSION CONTRACTS, SPECIAL USE,**
422 **AND RIGHTS-OF-USE**

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

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

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

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

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

458 (d) Third Party Agreements issued by the District shall also provide that in the
 459 event of the termination of this Agreement, such agreements shall simultaneously terminate. In
 460 the event of termination of this Agreement and at Reclamation’s discretion, Reclamation may

461 issue a new Concession contract that is in compliance with the Concessions Management Policy
462 and Directives and Standards. In the event this Agreement is terminated, the District shall pay to
463 Reclamation the pro-rated unexpended portion of any fees or rents paid to the District by such
464 Concessionaires or other holders of Third Party Agreements as appropriate

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

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

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

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

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

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

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

503

504 **19. UNAUTHORIZED USE**

505 The District will take all reasonable measures necessary to identify, investigate, and
506 resolve incidents of unauthorized use of the Reservoir Area, or unauthorized encroachment

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

515

516 **20. RESERVATIONS**

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

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

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

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

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

533

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

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

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

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

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

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

562

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

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

641

642 **27. MODIFICATION OF AGREEMENT**

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

645

646 **28. TERMINATION**

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

649 (1) Upon expiration of the term of this Agreement, as provided in Article
650 3; or

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

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

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

660

661 **29. DESIGNATED REPRESENTATIVES / NOTICES**

662 The parties hereto agree the designated representatives for administration of this
663 Agreement are as follows, or as may be further delegated in writing by the following:

664 Reclamation - Area Manager, South Central California Area Office, Bureau of Reclamation,
665 1243 N Street, Fresno, California 93721 and Manager, Casitas Municipal Water District, 1055
666 Ventura Ave. Oak View, CA 93022. Any written notice, demand, or request, as required or
667 authorized by this Agreement, will be properly given if delivered by hand, or by mail, postage
668 prepaid, to the other party as above listed. All parties hereto are responsible for notifying all
669 affected parties of any subsequent change of address, organizational changes, responsibility
670 adjustments, and other related changes, as they take place.

671

672 **30. SEVERABILITY**

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

679

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

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

684

685

686

687 **32. SURVIVOR CLAUSE**

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

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

694

695 Casitas Municipal Water District

United States of America
Department of the Interior

696

697

698

699

700

701 By _____

By _____

702

703 President

704 Board of Directors

Director - Mid-Pacific Region,
Bureau of Reclamation

705

706

707

EXHIBIT A

Maps to go here

708 EXHIBIT B

709 ENVIRONMENTAL REQUIREMENTS

710

711

712 **1.1 Introduction**

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

718 Actions must be consistent with the following:

719 **1.1.1 Laws and regulations**

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

736 **1.1.2 Resource Management Plan (RMP)**

737 **1.1.3 Reclamation Policies**

738

739 **1.2 When is Environmental Documentation Necessary?**

740 Environmental documentation is needed if maintenance or other project includes one of the
741 following:

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

747 Routine maintenance not involving one of the above criteria does not require environmental
748 documentation.

749

750 **1.3 How to choose the appropriate documentation**

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

755 **1.4 Categorical Exclusions**

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

759 **1.4.1 Categories**

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

762 The project:

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

- 786 populations,
- 787 • Does not limit access to or ceremonial use of Indian sacred sites on Federal lands by
- 788 Indian religious practitioners and does not significantly or adversely affect the physical
- 789 integrity of such sacred sites; or
- 790 • Does not contribute to the introduction, continued existence, or spread of noxious weeds
- 791 or non-native invasive species known to occur in the area and does not contribute to
- 792 actions that may promote that introduction, range, or growth of such species.
- 793

794 ***1.4.2 Preparing the CE***

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

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

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

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

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

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

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

802 prepare an EIS.

803

804 The final CE should contain the following elements:

- 805 • The project description and purpose
- 806 • Photos and maps (including a topographic map)
- 807 • The CE checklist
- 808 • Impacts, Minor Mitigation, Avoidance Strategy, Constraints
- 809

810 **1.5 Environmental Assessment/FONSI**

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812 ***1.5.1 Environmental Assessment***

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

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

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

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

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

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

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

820 submitted with the final EA for signature by Reclamation.

821 **1.5.1.1** Depending on the complexity of the project, the following actions may be appropriate:

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

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

832 **1.5.1.2** An EA should include the following:

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

850 **1.5.2 FONSI**

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

854

855 **1.6 Environmental Impact Statement**

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

860 **1.6.1 Environmental Impact Statement**

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

864 **1.6.1.1** The following notices must be associated with the EIS:

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

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

872 **1.6.1.2 Content of the EIS:**

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

885 **1.6.1.3 A minimum time line for the NEPA process is as follows (Reclamation may extend**
886 **limits):**

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

893 The recommended time line for the process is 30 days between the Notice of Availability and the
894 Public Hearing and 15 days between the Public Hearing and the closing of comments.

895
896 **1.6.2 Record of Decision**

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

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

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

911

912 ***1.7 Supplemental Environmental Documentation***

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

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

915 must be added in subsequent documents.

916 **1.6.3.1** Environmental changes affecting projects being developed under a programmatic EIS

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

918 appropriate.

919 **1.6.3.2** Environmental changes affecting projects being developed under a project specific

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

921 impacts, and mitigation which may be required.

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EXHIBIT C

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EQUAL OPPORTUNITY REQUIREMENTS

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

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1. The District will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, 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 District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

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

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3. The District 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 United States, advising the labor union or workers representative of the District's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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4. The District 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.

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5. The District 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, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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6. In the event of the District's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and the District 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 rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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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.

1065 EXHIBIT E

1066 NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

1067 1. Nonexpendable government property is equipment which is complete in itself and
1068 does not ordinarily lose its identity or become a component part of another piece of
1069 equipment when put into use. Nonexpendable Government property includes the
1070 following:
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1072 a. Any single item, having a useful life of 1 year or more, which is acquired at a
1073 cost of, or valued at \$5000 or more;

1074 b. Sensitive items identified in Article 5 below, regardless of acquisition cost;

1075 c. All office furnishings and furniture.
1076

1077 2. For each item of nonexpendable United States property, the District is required to
1078 maintain an individual item record which will adequately satisfy the requirements set
1079 forth in Article 17 of this Agreement. In establishing and maintaining control over
1080 United States' property, the District will include, at the minimum, the following
1081 information in their property accounting system:
1082

1083 a. Contract number

1084 b. Name of item

1085 c. Manufacturer's name

1086 d. Manufacturer's model number

1087 e. Manufacturer's serial number

1088 f. Acquisition document reference and date

1089 g. Guarantee and warranty lapse date

1090 h. Location

1091 i. Unit price
1092

1093 3. Accessory and component equipment that is attached to, part of, or acquired for use
1094 with a specific item or equipment must be recorded on the record of the basic item. Any
1095 accessory or component item that is not attached to, part of, or acquired for use with a
1096 specific item of equipment must be recorded separately. Useable accessory or
1097 component items that are permanently removed from items of Government property must
1098 also be separately recorded.
1099

1100 4. The unit price of each item of government property must be contained in the District's
1101 property control system. The District's quantitative inventory record must contain the
1102 unit prices. The supplementary records containing this information must be identified
1103 and recognized as a part of the unit price of the item (less discount).
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5. Firearms, museum property, motor vehicles and heavy equipment are sensitive items of nonexpendable property which shall be included in the District's property accountability system, even if the original acquisition cost is under \$5000.

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

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RECLAMATION MANUAL
Directives and Standards LND 04-02

Subject: Concessions Management by Non-Federal Partners

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

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

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

3. Definitions.

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.

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

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

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

1267 E. **Improvement.** An addition to real property that increases its value or utility or that
1268 enhances its appearance.

1269
1270 F. **Management Agreement.** A management agreement is a binding contract between
1271 Reclamation and a partner to provide public recreation opportunities and concession
1272 services on the Federal estate.

1273
1274 G. **Non-Federal Partner.** A non-Federal partner is a non-Federal public entity that
1275 manages recreation and other resources through a contractual agreement with
1276 Reclamation.

1277
1278 H. **Total Benefits to the Government.** Total benefits include:

1279
1280 (1) **Direct Returns.** These are fees generated by authorized concession contracts
1281 and paid directly to the managing entity or to the United States Treasury.

1282 (2) **Direct Benefits.** These are fees paid into a contractually designated special
1283 account for resource and capital improvements that directly benefit the public in
1284 the area of operations where the fees are collected.

1285 (3) **Indirect Benefits.** These are services performed by the concessionaire that
1286 benefit the public or improvements made to the Federal estate by the
1287 concessionaire.

1288 1289 4. **District Agreements.**

1290
1291 A. **Third-Party Concession Agreements.** Third-party concession agreements are
1292 agreements between the non-Federal District and another entity to provide concession
1293 related services and facilities.

1294
1295 (1) **Agreement Standards.** Any concession contract, including a contract renewal
1296 or modification, issued by the non-Federal District must meet the requirements of
1297 these Concessions Management Directives and Standards.

1298 (2) **Contract Approval.** Before issuing or renewing a non-Federal concession
1299 contract, the contract must be approved by Reclamation.

1300 (3) **Stand In Stead Conditions.** All concession contracts must state that
1301 Reclamation will not stand in stead for the District should the management
1302 agreement expire or be terminated. At Reclamation's discretion, Reclamation may
1303 issue a new concession contract that is in compliance with Reclamation Manual
1304 (RM), [Concessions Management by Reclamation](#), LND 04-01. Reclamation will
1305 not issue a new contract until all exclusive use has been removed.

1306
1307 B. **Review and Evaluation.** All management agreements will require Reclamation to
1308 conduct annual concession operation reviews and evaluations. Reclamation may also
1309 conduct unplanned reviews, as necessary. If a review identifies operational or
1310 administrative deficiencies in the operation of a concession, a timetable must be
1311 established by the area office to correct these deficiencies.
1312

1313 C. **Exclusive Use.** New, renewed, or modified management agreements and concession
1314 contracts will include clauses that prohibit new exclusive use and require that existing
1315 exclusive use be phased out. When existing concession contracts issued by the partner are
1316 modified or renewed, Reclamation and the partner must establish a timetable in the
1317 concession contract that phases out existing exclusive use before the expiration of the
1318 contract. This timetable must be established before the concession contract is resubmitted
1319 to Reclamation for approval. The concessionaire and a person hired to guard the
1320 concessionaires investment may reside on the Federal estate, with the written approval of
1321 Reclamation.

1322
1323 D. **Disposition of Fees.** Unless State or local laws direct how concession fees paid to the
1324 partner will be used, the following will apply: (1) fees will be returned to the area to
1325 provide for operation, maintenance, and replacement of recreation facilities and new
1326 facility development; (2) any excess fees (profit) will be returned to Reclamation and
1327 disposed of according to RM, [Crediting of Incidental Revenues](#), PEC 03-01.
1328

1329 E. **Statistical Data.** Each year, the District will be required to provide Reclamation with
1330 the information specified in Reclamation's Recreation Use Data Report. Other
1331 information may be required, as necessary. This information will provide an accurate
1332 inventory of facilities. The report will also contain other data about the District's
1333 recreation and concession operations on the Federal estate.
1334

1335 5. **Concessions Planning.** Concession development will adhere to the concessions principles
1336 listed in RM, [Concessions Management](#) (LND P02), will be based on appropriate plans
1337 developed by the partner or Reclamation, and will be approved by the Regional Director or
1338 delegate. Reclamation can provide direction and assistance in the process, as necessary, to
1339 accomplish effective commercial services planning.
1340

1341 6. **Concessions Contracting.** The following items will be addressed in all new and renewed
1342 concessions contracts issued by non-Federal partners.
1343

1344 A. **Sale and Transfer.** The sale and transfer of existing concessions must be approved
1345 according to the management agreement and reported to Reclamation in a timely manner.
1346

1347 B. **Contract Language.** The partner will develop and use contract language that
1348 complies with all applicable Federal laws, rules, regulations, and Executive Orders.
1349 Reclamation can provide examples of standard contract structure and language.
1350

1351 C. **Length of Term.** The term for a concession may not exceed the term of the
1352 management agreement between Reclamation and the partner. In general, terms should
1353 be as short as possible and based on the new investment required as determined by a
1354 financial feasibility evaluation.
1355

1356 D. **Subconcessions.** All subconcessions must meet the terms and conditions of the prime
1357 concession contract. The partner must approve all subconcessions and notify Reclamation
1358 in advance of any authorization that needs Reclamation approval. Generally,

1359 subconcessions are discouraged in order to keep operations under single management.

1360

1361 **E. Concessions Building and Improvement Program.** All designs and construction
1362 must comply with applicable Federal, State, and local environmental and historic
1363 preservation laws and regulations and building code requirements. In areas where no
1364 State or local construction standards exist, Reclamation may provide appropriate
1365 standards. Where required and before construction, building permits must be obtained
1366 from local authorities by the concessionaire. All facilities will be harmonious in form,
1367 line, color, and texture with the surrounding landscape.

1368

1369 **F. Operation and Maintenance Plan.** Concessionaires will prepare an annual operation
1370 and maintenance plan, which must be approved by the partner. The concession contract
1371 must clearly state what the plan will contain. Reclamation can provide examples of such
1372 plans for the partner and the concessionaire.

1373

1374 **G. Reimbursement for Fixed Assets.**

1375

1376 (1) A right to reimbursement may exist when a concessionaire places
1377 Reclamation-approved fixed assets on the Federal estate. Title to fixed assets must
1378 be established in the concession contract. Reimbursement of a concessionaire for
1379 fixed assets is the responsibility of the partner. The method for determining the
1380 amount of reimbursement and the method of payment will be specifically
1381 addressed in the concession contract between the partner and the concessionaire.

1382

1383 (2) In the event the partner's agreement with Reclamation expires or is terminated
1384 without a commitment by both Reclamation and the partner to enter into another
1385 agreement, all the concessionaires' fixed assets and personal property must be
1386 removed from the Federal estate unless Reclamation decides to issue a new
1387 concessions contract and decides to retain the fixed assets. [See paragraph 4A(3).]
1388 The partner will be responsible for ensuring that the concession area is returned in
1389 a condition satisfactory to Reclamation.

1390

1391 (3) It must be clearly stated that no financial obligation or risk will reside in the
1392 Federal Government for reimbursement for fixed assets or personal property as a
1393 result of the partner awarding a concession contract. All new concession contracts
1394 issued by the partner will address rights for reimbursement to the concessionaire
1395 for fixed assets. Interests in a concessionaire's fixed assets may not extend beyond
1396 the term of the management agreement. In addition, the concession contract must
1397 provide appropriate language regarding interests in fixed assets and methods of
1398 reimbursement, if any, to the concessionaire by the partner.

1399

1400 **H. Area of Operation.** Each concession contract will authorize and define only the
1401 physical area necessary to conduct the business activities allowed by the contract.
1402 Concession boundaries must be surveyed by the partner and easily recognizable by the
1403 visiting public.

1404

1405 I. **Additional Facilities or Services.** Any proposal for expansion of facilities or services
1406 must be reviewed by Reclamation and approved by the partner before the expansion takes
1407 place.

1408
1409 J. **Exclusive Use.** The contract must state that no new facility, service, or site determined
1410 by Reclamation to be exclusive use will be allowed. New, renewed, or modified
1411 concession contracts issued by the partner will include clauses that establish a timetable
1412 for phasing out existing exclusive use before the contract expires.

1413
1414 K. **Reclamation Rights.** All concession contracts must be subject to the rights of
1415 Reclamation and its agents to use the subject lands and waters for project purposes.

1416
1417 L. **Termination of Concession Contract.** Concession contracts will acknowledge the
1418 right of Reclamation to terminate, for cause, any concession contract authorized by a
1419 non-Federal partner.

1420
1421 M. **Total Benefits.** The partner will establish and recover fair benefits, including direct
1422 return and direct and indirect benefits, for the uses, rights, and privileges granted by a
1423 concession contract. For disposition of fees, see paragraph 4D.

1424
1425 N. **Rates and Merchandise.** Rates charged by concessionaires for services, food,
1426 lodging, and merchandise will be based on charges for comparable facilities, services,
1427 and merchandise provided by the private sector in similar situations. The partner must
1428 approve the rates requested by concessionaires.

1429
1430 O. **Concessions Safety Program.** Concessionaires are responsible for providing and
1431 ensuring a safe and healthful environment for both the visiting public and employees by
1432 developing, implementing, and administering health, safety, and educational programs to
1433 ensure that concession areas are managed in compliance with Federal, State, and local
1434 laws, rules, and regulations.

1435
1436 P. **Environmental Compliance.** Concession contracts will address all activities with
1437 potential environmental impacts resulting from the release of hazardous materials to the
1438 environment including, but not limited to, the following: pesticides, herbicides, sewage
1439 effluents, petroleum products, and liquid waste (gray water). Concessionaires are
1440 required to follow all applicable Federal, State, and local laws, rules, and regulations
1441 related to hazardous substance use, storage, and disposal. Application for and acquisition
1442 of all required certifications and permits are the responsibility of the concessionaire.

1443
1444 Q. **Food Sanitation.** Concessionaires' food services will comply with Federal, State, and
1445 local food handling and sanitation regulations.

1446
1447 R. **Advertising and Signs.** The Reclamation logo or name, along with the non-Federal
1448 partner logo or name, will be displayed at all concession entrances used by the public.
1449 Outdoor signs or other forms of advertising on the Federal estate must be approved by

1450 Reclamation before they are displayed.

1451

1452 **S. Sale of Personal Property.** The sale of personal property other than the approved
1453 concessions inventory is prohibited on the Federal estate. No party will be permitted to
1454 sell personal property, including vehicles, manufactured or mobile homes, house trailers,
1455 travel trailers, boats, or personal water craft, on the Federal estate.

1456

1457 **T. Utility Services Provided by Reclamation.** The fee charged for utility services
1458 provided by Reclamation will be based on the recovery of full operating and replacement
1459 costs for utility capital investments and comparable utility rates. Utility services include,
1460 but are not limited to, electricity, power, water, waste disposal, gas, and communication
1461 systems.

1462

1463 **U. Insurance Program.** Concessionaires must have and maintain an appropriate
1464 insurance policy that will indemnify the United States and meet applicable State
1465 requirements. All liability policies will provide that the insurance company will have no
1466 right of subrogation against the United States and must provide that the United States is
1467 named as an additional insured. The partner may establish similar requirements itself, but
1468 it must provide Reclamation with a copy of the insurance certificate that identifies the
1469 above conditions.

1470

1471 **V. System of Recordkeeping.** Financial reports and records necessary for management
1472 and oversight of concessions must be maintained and available to the partner and to
1473 Reclamation upon request. At a minimum, each concessionaire will complete
1474 Reclamation's Annual Financial Report form(s).

1475

1476 7. Concessions Administration.

1477

1478 **A. Annual Review and Evaluation.** All concession agreements issued by the non-
1479 Federal partner will require Reclamation and the non-Federal partner to conduct annual
1480 concession reviews and evaluations. The review should identify problems, solutions, and
1481 a timetable for resolving the problems in a written report. The non-Federal partner must
1482 ensure that any operational or administrative deficiencies noted by the review are
1483 corrected in accordance with the established timetable.

1484

1485 **B. Nonprofit Organizations.** In certain circumstances, it may be suitable for cooperative
1486 associations or nonprofit organizations to sell goods or provide visitor services to meet
1487 the goals and objectives of both Reclamation and the partner. These associations and
1488 organizations must be approved by the partner if the cooperating association operates
1489 within a concession or elsewhere on the Federal estate. The cooperating association will
1490 be responsible for maintaining its accounting system, and the system cannot be combined
1491 with a concessionaire's annual financial report. Nonprofit organizations will also be given
1492 very clear instructions identifying the type of business they are authorized to conduct and
1493 the types of goods and services they may provide. All organizations must provide written
1494 proof of their nonprofit status to Reclamation and the partner.

1495

1496 **C. Employment of Reclamation Personnel or Family Members⁽¹⁾.** Reclamation
1497 employees or family members may not be owners, partners, board members, corporate
1498 officers, general managers, or employees of any business providing commercial services
1499 on the Federal estate, nor may they have any financial interest in such a company.
1500 Ownership of stock shares traded in a recognized open market is not considered a
1501 financial interest under these directives and standards. Reclamation employees are further
1502 prohibited from using their public office for private or family gain. A Reclamation
1503 employee involved in preparing specifications, awarding a contract, or administering a
1504 concession may not be involved in that activity if the employee or a family member is
1505 involved in any phase or operation of that concession. Any Reclamation employee or
1506 family member responsible for any phase of a concession contract will be excused from
1507 duties related to the concession contract if the employee or a family member is involved
1508 in competing for the contract or if the Reclamation employee may benefit financially
1509 from the awarding of the contract.
1510
1511

1512 ¹Guidance on this issue should be obtained from an ethics counselor in the servicing Reclamation
1513 Personnel/Human Resources Office.
1514

1515
1516
1517 (159) 4/29/02
1518 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,

1587
1588 (5) Designate a senior staff member to serve as liaison between the bureau or office and the
1589 Office of American Indian Trust.

1590
1591 **B. Office of American Indian Trust** is responsible for ensuring compliance with the
1592 procedures and requirements under this Chapter. The Office of American Indian Trust will serve
1593 as the Department's liaison and initial point of contact on all matters arising under this Chapter.
1594 All procedures and amendments to procedures shall be submitted by Departmental bureaus and
1595 offices to the Office of American Indian Trust for review and comment. After such review and
1596 comment, the procedures and amendments to procedures will be transmitted to the Assistant
1597 Secretary - Indian Affairs for final approval.

1598
1599 **C. Assistant Secretary - Indian Affairs** is responsible for approving bureau and office
1600 procedures, or amendments thereto, developed pursuant to this Chapter.

1601
1602 **4. Procedures.**

1603
1604 **A. Reports.** As part of the planning process, each bureau and office must identify any
1605 potential effects on Indian trust resources. Any effect must be explicitly addressed in the
1606 planning/decision documents, including, but not limited to, Environmental Assessments,
1607 Environmental Impact Statements, and/or Management Plans prepared for the project or activity.
1608 The documentation shall:

- 1609
1610 (1) Clearly state the rationale for the recommended decision; and
1611
1612 (2) Explain how the decision will be consistent with the Department's trust responsibility.

1613
1614 **B. Consultation.** In the event an evaluation reveals any impacts on Indian trust resources,
1615 trust assets, or tribal health and safety, bureaus and offices must consult with the affected
1616 recognized tribal government(s), the appropriate office(s) of the Bureau of Indian Affairs, the
1617 Office of the Solicitor, and the Office of American Indian Trust. Each bureau and office within
1618 the Department shall be open and candid with tribal government(s) during consultations so that
1619 the affected tribe(s) may fully evaluate the potential impact of the proposal on trust resources and
1620 the affected bureau(s) or office(s), as trustee, may fully incorporate tribal views in its decision-
1621 making processes. These consultations, whether initiated by the tribe or the Department, shall be
1622 respectful of tribal sovereignty. Information received shall be deemed confidential, unless
1623 otherwise provided by applicable law, regulations, or Administration policy, if disclosure would
1624 negatively impact upon a trust resource or compromise the trustee's legal position in anticipation
1625 of or during administrative proceedings or litigation on behalf of tribal government(s).

1626
1627 12/01/95 #3049
1628 Replaces 05/23/95 #3040

1629
1630
1631
1632

Casitas Lake Management Areas



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



RECLAMATION
Managing Water in the West

Map prepared by the Bureau of Reclamation, California Department of Water Resources, and the California State Water Resources Control Board. All rights reserved. 2008.

Casitas Municipal Water District

Monthly Cost Analysis

2010/2011



06/30/2011

| | <u>Marzula & Marzula</u> <i>11-5-21-5049-12</i> | <u>Operation of Robles</u> <i>11-5-??-????-14</i> | <u>Fisheries</u> <i>11-5-28-50??-??</i> | <u>Project Name Fish Passage</u> | <u>Cost of the Fish Passage</u> |
|---------------------------|--|--|--|----------------------------------|---------------------------------|
| 2003/2004 | 0.00 | 132,143.20 | 6,066.93 | | |
| 2004/2005 | 0.00 | 298,006.35 | 39,124.63 | | 8,079,888.06 |
| 2005/2006 | 274,270.75 | 144,052.92 | 93,406.52 | | 0.00 |
| 2006/2007 | 194,409.73 | 110,707.78 | 188,651.75 | | 114,790.04 |
| 2007/2008 | 21,111.90 | 117,299.80 | 272,644.56 | | 0.00 |
| 2008/2009 | 1,207.75 | 88,201.00 | 307,739.00 | | 0.00 |
| 2009/2010 | <u>216,797.47</u> | <u>124,874.54</u> | <u>342,756.94</u> | | 0.00 |
| Expenditures | | | | | |
| July | 0.00 | 3,089.39 | 21,620.47 | | |
| August | 330.76 | 12,596.61 | 24,790.25 | | |
| September | 2,095.70 | 17,788.10 | 24,170.55 | | |
| October | 23,145.79 | 11,641.05 | 28,122.00 | | |
| November | 28,536.47 | 14,852.20 | 15,834.63 | | |
| December | 67,247.98 | 21,760.81 | 29,219.43 | | |
| January | 6,984.81 | 8,195.71 | 23,641.42 | | |
| February | 11,272.68 | 2,799.15 | 30,293.87 | Less: Grants | |
| March | 6,383.33 | 3,785.84 | 31,386.93 | CA Coastal Conservancy | -1,750,000.00 |
| April | 9,617.20 | 38,000.76 | 30,696.14 | CA Dept of Fish & Game | -1,500,000.00 |
| May | 125.00 | 7,931.50 | 33,345.04 | CA Dept of Fish & Game | -1,000,000.00 |
| June | 0.00 | 6,027.10 | 72,778.36 | Pacific States Marine | -8,988.86 |
| | | | | (Timber Debris Fence) | |
| | | | | Pacific States Marine | -18,980.00 |
| | | | | (Vaki Shroud) | |
| Total Cost YTD | <u>155,739.72</u> | <u>148,468.22</u> | <u>365,899.09</u> | Total Cost TD | <u>8,194,678.10</u> |
| | | | | Less: Grant Funding | <u>-4,277,968.86</u> |
| Total Project Cost | <u>863,537.32</u> | <u>1,163,753.81</u> | <u>1,616,289.42</u> | Total Project Cost | <u>3,916,709.24</u> |

Total: Operation of Robles, Fisheries and Fish Passage **6,696,752.47**

CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA

DATE: June 16, 2011
TO: Steve Wickstrum, General Manager
FROM: Carol Belser, Park Services Manager
SUBJECT: Recreation Area Monthly Report May 2011

Visitation Numbers and Methodology

The following is a comparison of visitations for May 2011:

| | May 2010 | May 2011 | April 2011 |
|-----------------|----------|----------|------------|
| Visitor Days | 72,876 | 64,468 | 82,536 |
| Camps | 5,847 | 6,643 | 7,666 |
| Cars | 18,219 | 16,117 | 20,634 |
| Boats | 804 | 711 | 1,024 |
| Kayaks & Canoes | 6 | 7 | 15 |

| Fiscal Year to Date Visitation | |
|--------------------------------|---------|
| 2009/2010 | 576,568 |
| 2010/2011 | 586,044 |
| % Change | 1.644 |

Administration

The reservation building remodel work was completed and staff moved in to conduct reservation and Water Adventure ticket sales. Staff started renovation of the Campground Hawk restrooms. The restrooms should be in operational in July. Having the restroom back in operation combined with the new road asphalt and A-base will be a welcome improvement to Hawk.

Boating/Fishing May

There were 14 cables sold for new inspections, 15 vessel re-inspections, and 1,040 boats were retagged. Sixteen boats failed the first inspection. Shoreline fishing at night was held May 18 and 19. Moonlight Fishing was held May 14 and 14 boats participated. Angler's Choice held a night fishing tournament on May 21 with 14 boats participating.

A shoreline clean up was hosted by Lake Casitas Recreation staff on May 22. The event attracted 62 participants. A lot of debris was picked up along the shoreline thanks to the Casitas Rowing Club, the Christian Anglers and a cub scout troop.

PSO and APSO staff are continuing to collect data for the creel survey and an opinion survey the first week of each month. The data collected is analyzed by Scott Lewis and will be used in the Fisheries Management Plan.

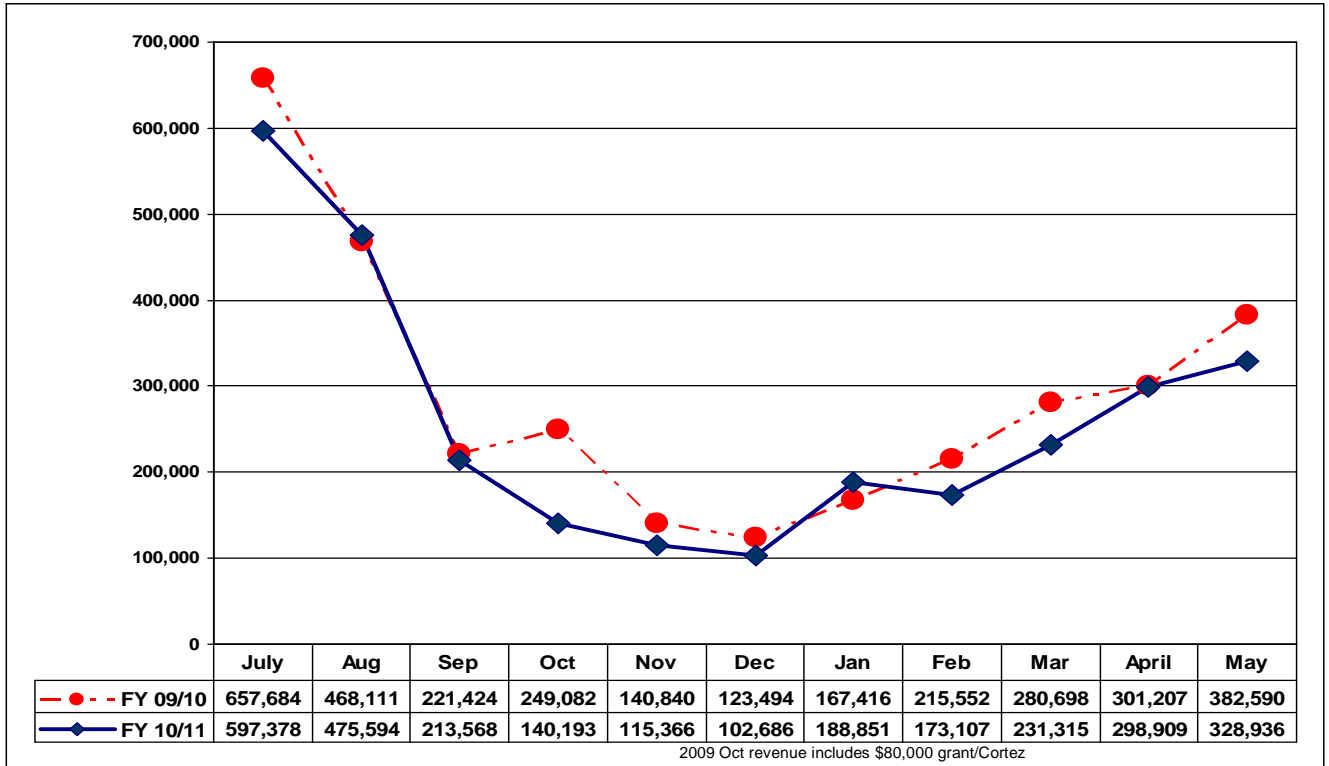
Camping and the Water Adventure

The Water Adventure soft opening went smoothly, the trained staff performed well. The grand opening of the Water Adventure was May 28. The Memorial Day weekend was well attended with an overall increase in both park attendance and revenue.

Revenue Reporting

The figures below illustrate all Lake Casitas Recreation Area’s revenue collected in the respective month (operations, concessions, Water Adventure, etc.) per the District’s Financial Summary generated by the Finance Manager.

LCRA TOTAL REVENUE



Incidents

Reportable incidents that occurred in the Recreation Area that involved calls for emergency service include: a vehicle collision with the Water Adventure fence without injuries, battery that resulted in a citation from Sheriff, and three bicycle collisions where victims refused medical treatment. Also, a rental boat capsized without injuries.

Opinion

letters@ojaivalleynews.com

Ojai Valley News • Wednesday, June 22, 2011 A7

Lake fence for the birds

Suza Francina,
Sholom Joshua and
Sue Williamson
Guest editorial

With warmer weather upon us, people are wondering where we are with our efforts on making the new Lake Casitas fence more wildlife friendly. Here is an update.

Ojai Wildlife League (O.W.L.) members Suza Francina and Sholom Joshua addressed the Casitas Municipal Water District board of directors at their Feb. 9 and March 9 meetings.

We reported observations made by residents who regularly walk the lake area. Several people told us that after the new fence was erected they saw no deer or coyotes in places where they previously sighted them on a regular basis.

We stated that the board has a responsibility to monitor the impact of the fence and report their findings to the public.

We emphasized that the real impact of the fence will not be known until hot weather hits. It is during the driest summer months that there are also the highest number of people using the lake. We need to remember that increased numbers of people make it even more difficult for animals to find ways to get water.

In February, Sholom Joshua spoke with Jack Collins, our contact in the Bureau of Reclamation South-Central California Area office. Mr. Collins advised us to send a letter by regular mail to Michael Jackson, area manager, and Cheryl Carter, lands supervisor.

On Feb. 22, 2011, the Ojai Wildlife League sent the letter below by certified mail to the aforemen-

tioned persons.

Due to the nature of the letter, it is our understanding that by law they are required to respond.

On May 13, 2011, we sent a follow-up letter to the aforementioned persons, requesting a response to the Ojai Wildlife League's letter of Feb. 22, 2011.

A copy of the letter follows here:

Michael Jackson, Area Manager, Bureau of Reclamation
Cheryl Carter, Lands Supervisor, Bureau of Reclamation
February 22, 2011

Dear Michael Jackson,
This letter is a request by the Ojai Wildlife League (O.W.L.) for a permit review of the Lake Casitas fence project.

The new fence was erected in November 2010. It is one-mile long, located next to Santa Ana Road, on the northern side of the lake.

Bureau of Reclamation (BOR) gave approval for the construction in September 2010, following submission of a Categorical Exclusion Checklist (CEC-10-69).

It is the position of O.W.L. and numerous other concerned citizens living in the Ojai Valley-Ventura County area that BOR was given incomplete and misleading information in the CEC sent to you.

The new 6-foot chain-link fence with three tiers of slanting barbed wire on top and no opening at the bottom, replaces the original permeable barbed-wire fence built when Lake Casitas opened in 1960. The new fence connects to fences on either side, making a nearly impermeable barrier against deer and other wildlife, the entire length of Santa Ana Road.

Since May 2010, O.W.L. members and other local residents have informed Casitas Municipal Water District (CMWD) of concern over the negative impact of the fence on wildlife in the lake area. We have also communicated with BOR about our concerns in the months leading up to the fence's construction.

O.W.L. has made an extensive study of the fence on the ground, as well as researching all available pertinent records at the offices of CMWD. This includes the communications on the matter between CMWD and BOR.

The Lake Casitas area is pastoral open space with hundreds of deer and other wildlife dependent on the lake water supply. The lake is a sanctuary for wildlife with animals coming down from the hills, crossing the road and, up until November 2010, going through or over the original fence to get to the water.

The essential problem with the new fence is that it prevents wildlife from reaching the lake for a drink of water. Due to its favorable topography, herds of deer are mostly on the side of the lake across from Santa Ana Road. The other three sides of the lake are natural barriers to the lake and not many deer are seen in those areas.

The lands that surround the lake are BOR lands. From the time the lake was formed, BOR has said that one of its priorities was to protect the wildlife in the area. Wildlife needs your protection now.

Prior to the fence going up, deer were regularly seen at the lake. O.W.L. members who visit the lake report that there have been no sightings of deer and other large wildlife since the advent of the

fence. O.W.L. receives ongoing reports on wildlife at the lake.

Please note also that instead of spreading out the nightly animal migration to the lake, this new barrier attempts to funnel all of the wildlife into a handful of small inadequate openings. This includes deer, foxes, coyotes, bears, skunks, raccoons, roadrunners, opossums, squirrels, rabbits, wild boar, feral pigs, feral cats, bobcats and mountain lions, some with their offspring following along.

Santa Ana Road is a busy artery, especially on weekends. Wildlife looking for openings in a fence this close to the road have a much greater chance of being killed or injured and causing vehicle accidents and injury to humans.

In its CEC, the Casitas Municipal Water District states, "In some areas where the existing barbed-wire fencing is still functional across drainages and high points, the barbed-wire fencing would be left in place in order to facilitate animal passage."

The problem with this plan is that large animals cannot cross at these so-called passages. This is apparent to everyone who has actually seen the fence as it traverses the lake's northern shore. Most of these spots have sharp downward slopes with the fence built at the bottom of those slopes. As for the crossings at high points mentioned in the CEC, these are utterly unusable by wildlife. These high points are actually hillsides cut to accommodate Santa Ana Road. The result is a very steep vertical incline. Bear and other animals that climb fences cannot climb over the barbed wire on top of the new chain-link fence without severely injuring themselves.

The original fence stood approximately 4 feet high, allowing for deer and other animals to work their way over or through. It was also a proven deterrent to children wandering off.

The fence itself is a sorry sight. It is more apropos of a correctional institution than a natural recreational area. The idea that this prison-like fence will pro-

tect the water quality of the lake is misplaced logic. Since anyone can reach the lake by driving or walking (at no charge) through the main entrance, there is no practical way to prevent someone bent on doing damage from having the opportunity.

O.W.L. is appealing to BOR to intervene and return the lake to its original status as a wildlife-friendly resource.

It is cruel to deny animals access to life-giving water. Hot dry weather will arrive in a few months and local creeks and other sources of drinking water for animals will dry up. There is additional concern as this Southern California area has a history of wildfires. Access to the lake is critical for wildlife survival.

Suza Francina, Sholom Joshua and Sue Williamson are founding members of the Ojai Wildlife League. Francina is also a former mayor of Ojai. Visit OjaiWildlifeLeague.com for a copy of BOR's reply and other information about the Lake Casitas Fence Project.

Don't be a drip

■ Casitas district offers home water surveys, rebates and freebies

By Martha Maciel

mmaciel@vcstar.com
805-437-0213

To help reduce water usage and energy costs, Casitas Municipal Water District is offering residents free surveys of their homes.

The surveys will check for leaks, faucet flow rates, toilet flush volumes and the efficiency of washing machines.

"We're trying to implement conservation measures for residents to save money," said Ron Merckling, Casitas' water conservation manager.

The outside landscape survey includes reviewing the irrigation system, irrigation design and water-

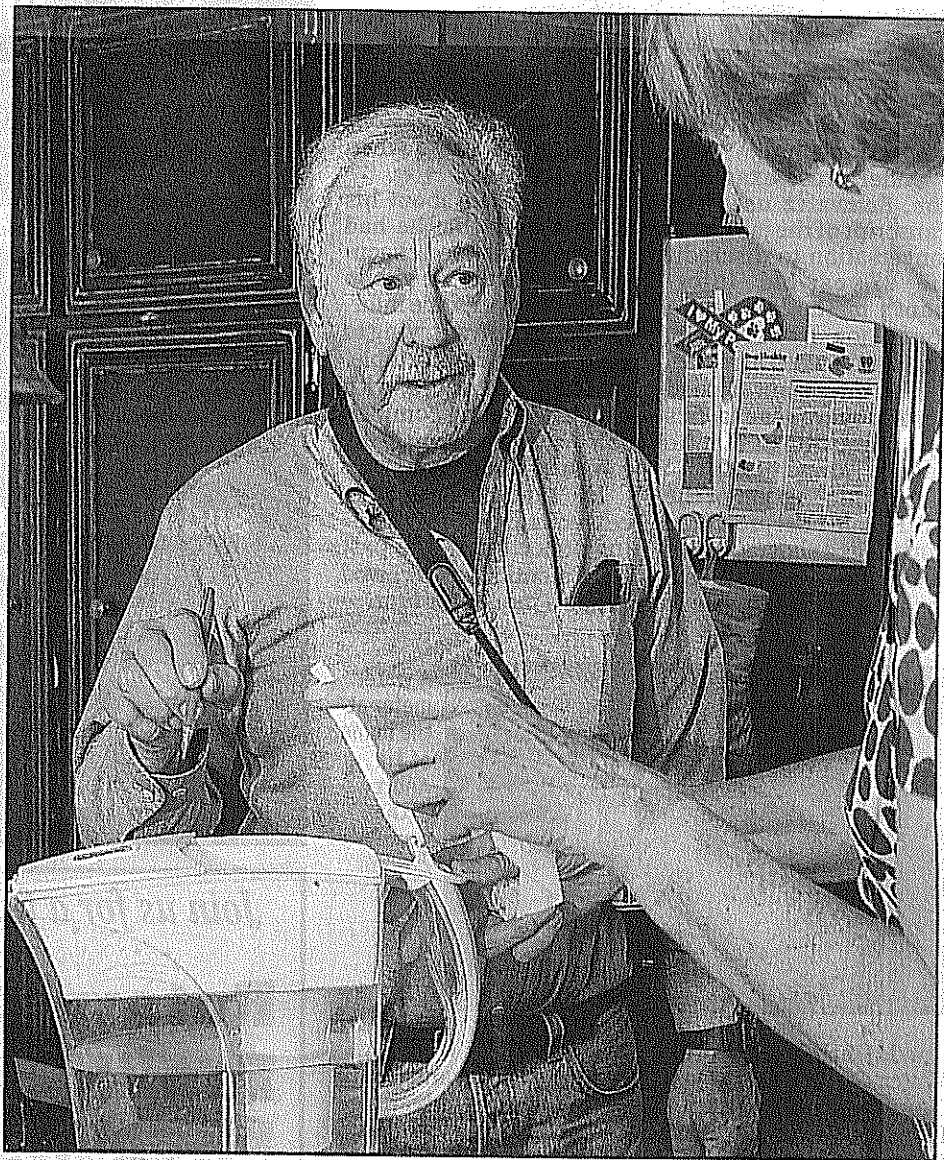
ing schedules. Merckling suggested residents water their gardens in the early morning as opposed to the afternoon when the wind and sun are stronger.

Tia Andrews of Ojai called Casitas for service so it could check her home for possible leaks. None were found, but Casitas gave suggestions on how to save water while irrigating her garden.

Larry Harris, Casitas' water conservation coordinator, said to save water and money, adequate sprinklers should be installed to better serve the garden's needs.

Also, qualifying

See WATER, 2B



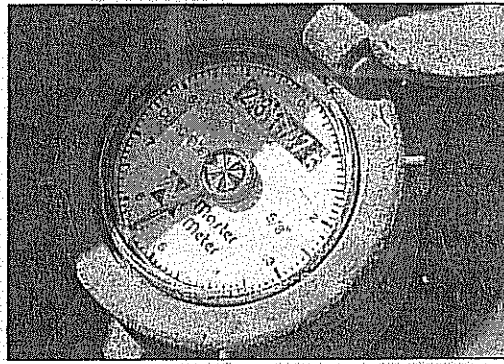
PHOTOS BY CHUCK KIRMAN / THE STAR

Larry Harris, water conservation coordinator for the Casitas Municipal Water District, talks with Tia Andrews in her kitchen about ways to save water. The district offers a free water audit program to customers.

WATER from 1B

customers can apply to the district to receive rebates for smart irrigation controllers, high-efficiency clothes washers and high-efficiency toilets to reduce water and energy usage.

Other devices like the earth showerhead, kitchen aerator with swivel, bathroom faucet aerator, toilet flapper, dye tablets and shower shut-off valves are free to customers within the Casitas service area. Residents who are eligible for the survey are water customers of Golden State Water in Ojai, city of Ventura northwest of Mills



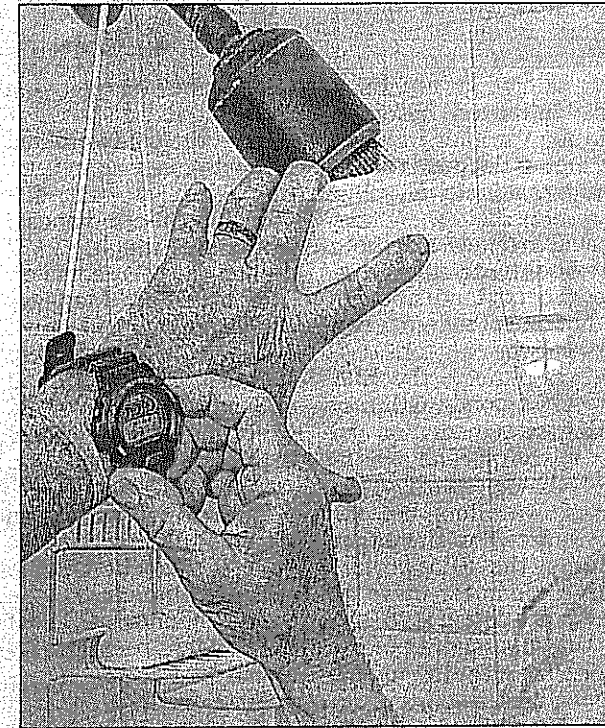
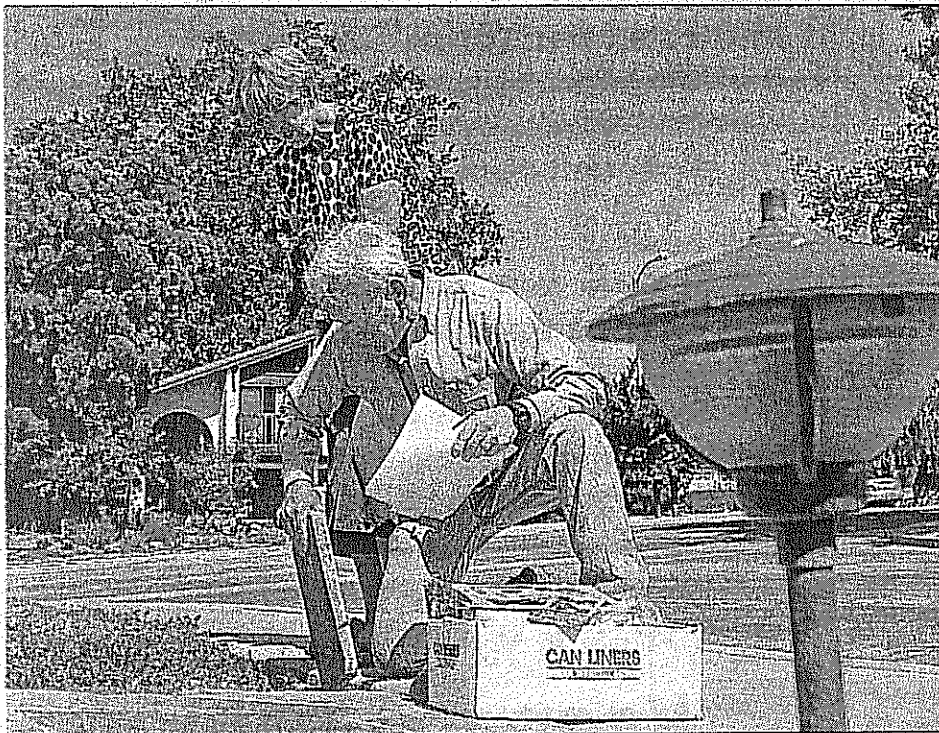
A water meter at the home of Tia Andrews in Ojai.

CHUCK KIRMAN/
THE STAR

Road, Hermitage Mutual Water Co., Meiners Oaks County Water District, Rincon Water & Road Works, Senior Canyon Mutual Water Co., Sisar Mutual Water Co., Tico Mutual Water Co., Ventura River County Water District and the Siete Robles Mutual

Water Co.

Merckling wants more people to take advantage of the free services and hopes to increase the number of visits per month. To schedule an appointment for a free water survey, call Larry Harris at 649-2251, Ext. 128.



ABOVE: Harris, water conservation coordinator for the Casitas Municipal Water District, checks the water meter of homeowner Tia Andrews and checks the flow rate of a showerhead.

LETTERS TO THE EDITOR

Casitas safety raises concerns

ELIZABETH TOUSIGNANT
OAK VIEW

As a mother and a lifelong resident of the Ojai Valley, I can't help but be concerned about the parking issues for water park visitors at the Lake Casitas Water Park. It is simply a matter of time before someone (most likely a child) gets seriously hurt or even killed while trying to enjoy a day at the park.

As a child, my father, grandfather and I were regular fishermen at Lake Casitas. I remember when the entrance to Lake Casitas used to be lined, on both sides, with parking spaces. For some unknown reason (to me at least) these parking spaces have been replaced with no parking signs and this large space is now unused. Instead families are forced to park on one of the most dangerous curves on Santa Ana Road, a curve that has taken lives without the added risk of parked cars and families walking to the park. The space on the side of the road is not large enough nor is it intended for people to park their cars. And with the Water Park frequently selling out, cars can, at times, line up a half a mile away from the park. On top of this, because the area is on a blind curve, both vehicles pulling out and vehicles coming around the corner are at risk of getting into an accident.

The Water Park offers a small parking lot inside the entrance gate of the lake, but to park there it costs \$10 during the week and \$15 during the weekend, and it fills up quickly. Add that to the \$12 cost per person and the cost of food (since you cannot bring your own). It is understandable that if there is parking in this small lot, this extra parking fee is not an option for a lot of parents. So instead of using a perfectly safe area, that was intended for parking spaces, families are forced to risk their lives to enjoy a day at the Water Park.

Lake Casitas needs to realize the unnecessary risk that they are imposing on families, young children, and passing motorists. There is no reason that the space where previous parking spaces existed cannot be used for parking spaces now. It seems like sometimes we have to wait for someone to get hurt or killed before we take action, but I, for one, don't want to wait for that to happen. As a parent, I could not imagine losing a child, and I do not want to see another family in the valley go through something like that when it is clearly preventable. So I am

trying to figure out a way to reduce this risk and am open for suggestion to making a day at the Water Park more safe for our community.

If you have any comments, ideas, or suggestions on how I should approach this, please contact me at Lovealways454@aol.com. I am very interested in starting a group to address the safety of our youth with this, and similar issues.

I look forward to hearing from other concerned parents and citizens.

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
07/07/11**

| Type of Invest | Institution | CUSIP | Date of Maturity | Amount of Deposit | Current Mkt Value | Rate of Interest | Date of Deposit | % of Portfolio | Days to Maturity | Weighed Average Days to Maturity |
|----------------|---|------------|------------------|---------------------|---------------------|------------------|-----------------|----------------|------------------|----------------------------------|
| *TB | Federal Home Loan Bank | 3133XS4S40 | 09/16/11 | \$726,316 | \$704,823 | 3.625% | 07/01/10 | 5.63% | 69 | 4 |
| *TB | Federal Home Loan Bank | 3133XSP930 | 12/13/13 | \$743,750 | \$741,503 | 3.125% | 07/01/10 | 5.93% | 876 | 52 |
| *TB | Federal Home Loan Bank | 3133XWNB10 | 06/12/15 | \$729,603 | \$738,304 | 2.875% | 07/01/10 | 5.90% | 1415 | 83 |
| *TB | Federal Home Loan Bank | 3133XWW470 | 03/09/12 | \$707,315 | \$704,011 | 1.125% | 06/30/10 | 5.63% | 242 | 14 |
| *TB | Federal Home Loan Bank | 3134A4VG60 | 11/17/15 | \$807,683 | \$791,203 | 4.750% | 07/19/10 | 6.32% | 1570 | 99 |
| *TB | Federal Home Loan MTG Corp | 3137EABS70 | 09/27/13 | \$766,605 | \$754,957 | 4.125% | 07/01/10 | 6.03% | 800 | 48 |
| *TB | Federal Home Loan MTG Corp | 3137EACD90 | 07/28/14 | \$739,907 | \$742,294 | 3.000% | 07/01/10 | 5.93% | 1101 | 65 |
| *TB | Federal Home Loan MTG Corp | 3137EACE70 | 09/21/12 | \$723,646 | \$715,092 | 2.125% | 06/30/10 | 5.71% | 434 | 25 |
| *TB | Federal Home Loan MTG Corp | 3137EACF40 | 12/15/11 | \$706,398 | \$703,073 | 1.125% | 06/30/10 | 5.62% | 158 | 9 |
| *TB | Federal Natl MTG Assn | 31398AYY20 | 09/16/14 | \$739,123 | \$744,709 | 3.000% | 07/01/10 | 5.95% | 1149 | 68 |
| *TB | US Treasury Inflation Index NTS | 912828JE10 | 07/15/18 | \$1,055,030 | \$1,136,154 | 1.375% | 07/06/10 | 9.08% | 2528 | 230 |
| *TB | US Treasury Notes | 912828JW10 | 12/31/13 | \$709,352 | \$715,911 | 1.500% | 04/01/10 | 5.72% | 894 | 51 |
| *TB | US Treasury Notes | 912828LZ10 | 11/30/14 | \$718,129 | \$728,161 | 2.125% | 07/01/10 | 5.82% | 1223 | 71 |
| *TB | US Treasury Notes | 912828MB30 | 12/15/12 | \$709,707 | \$708,176 | 1.125% | 06/30/10 | 5.66% | 518 | 29 |
| *TB | US Treasury Inflation Index NTS | 912828MF40 | 01/15/20 | \$1,041,021 | \$1,118,664 | 1.375% | 07/01/10 | 8.94% | 3068 | 274 |
| *TB | US Treasury Notes | 912828ML10 | 12/31/11 | \$707,191 | \$703,038 | 1.000% | 06/30/10 | 5.62% | 174 | 10 |
| | Accrued Interest | | | \$58,062 | \$62,519 | | | | | |
| | Total in Gov't Sec. (11-00-1055-00&1065) | | | \$12,388,838 | \$12,512,592 | | | 85.38% | | |
| *CD | CD - | | | \$0 | \$0 | 0.000% | | 0.00% | | |
| | Total Certificates of Deposit: (11.13506) | | | \$0 | \$0 | | | 0.00% | | |
| ** | LAIF as of: (11-00-1050-00) | | N/A | \$0 | \$0 | 0.46% | Estimated | 0.00% | | |
| *** | COVI as of: (11-00-1060-00) | | N/A | \$2,142,005 | \$2,142,005 | 0.89% | Estimated | 14.62% | | |
| | TOTAL FUNDS INVESTED | | | \$14,530,844 | \$14,654,597 | | | 100.00% | | |
| | Total Funds Invested last report | | | \$14,530,844 | \$14,646,554 | | | | | |
| | Total Funds Invested 1 Yr. Ago | | | \$15,036,166 | \$15,036,166 | | | | | |
| **** | CASH IN BANK (11-00-1000-00) EST | | | \$1,368,748 | \$1,368,748 | | | | | |
| | CASH IN Western Asset Money Marke | | | \$8,779 | \$8,779 | 0.470% | | | | |
| | CASH IN PIMMA Money Marke | | | \$500,471 | \$500,471 | | | | | |
| | TOTAL CASH & INVESTMENTS | | | \$16,408,842 | \$16,532,595 | | | | | |
| | TOTAL CASH & INVESTMENTS 1 YR AGO | | | \$15,582,203 | \$15,502,843 | | | | | |

- *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.