

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
September 26, 2012  
3:00 P.M. – DISTRICT OFFICE

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

1. Public Comments
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
  - a. Minutes of the September 12, 2012 Board Meeting.  

RECOMMENDED ACTION: Adopt Consent Agenda
5. Bills
6. Committee/Manager Reports
  - a. Finance Committee Minutes
7. Recommend approval of the Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement.  

RECOMMENDED ACTION: Motion Approving Recommendation
8. Recommend approving a commitment to fund a cost share component of Ventura County Resources Conservation District Proposition 84

Agricultural Water Quality Grant Program Mobile Irrigation Laboratory Program.

RECOMMENDED ACTION: Motion Approving Recommendation

9. Recommend approval of revisions to the Business Ordinance to include a policy on the use of credit cards.

RECOMMENDED ACTION: Adopt Ordinance

10. Discussion regarding the State Regional Water Quality Control Board Ventura River TMDL.

RECOMMENDED ACTION: Direction to Staff

11. Recommend approval of an agreement with Rutan & Tucker, LLP for legal services.

RECOMMENDED ACTION: Motion Approving Recommendation

12. Information Items:

- a. Investment Report.

13. Adjournment

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

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
September 12, 2012

A special meeting of the Board of Directors was held September 12, 2012 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were five staff members and three members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments

None

2. General Manager comments.

Mr. Wickstrum mentioned that Meiners Oaks issued a stage one water shortage emergency. Their lower wells near Lomida have begun to pump air. This was a prudent action taken by their board to notify their customers to try to achieve 20% reduction and they are on occasion taking water from us. Hoping they can get through this season and get into the rainy season.

Mr. Wickstrum then informed the board that last Friday we found we had a small leak in the 6 inch blow off in the bottom of the three way structure. This is where the pipe comes out of the dam through the treatment plant and into Foster Park. It is a 52 inch water main and we split and go North and South. We have done a temporary fix and staff will be meeting tomorrow to determine which day we want to replace the elbow. It may be Friday of next week. We will have to isolate a long section of pipeline and dewater the pipe. It will put parts of Casitas Springs out of water. We are working with Bert Rapp and the City of Ventura to help us dewater. We will develop up a notification strategy, approaching the press, and notify individuals. We should be comfortable with the storage in the Ojai valley. We will be asking people to curtail water usage during that period of time in case the work extends longer than anticipated. The only place not impacted is the Rincon itself. The stretch between the sanitation plant to Arnaz grade is likely to be dewatered.

3. Board of Director comments.

President Baggerly provided an oral report for an ACWA Region 5 & 8 joint program that Jim, Steve and I attended on September 10 in Santa Barbara. Bob Bosso gave an overview of prop 218 on water rate increases. He noted that an agency can use non-operating revenues in relation to proportionality. There are a number of issued in the Parajo Valley Water case regarding groundwater extraction charges that I want to find out for OBGMA. Tim Quinn, President of

ACWA, gave an overview of financing in the state, mostly Bay Delta which didn't speak to those in the room. It was suggested that all Prop 218 votes be counted publically and determine if the vote is from a property owner or tenant. Jeff Rinehart, gave an overview of the value of water. It is valuable and agencies need to be on point regarding the value of water. Debbie Dresner, an environmental specialist for Met discussed repairing the feeder pipeline from Castaic Lake to the Jensen plant. They had to have a biologist and crew at every blow off point in the system to look for arroyo toads and sticklebacks. Kate Reeves from Cachuma OMB and Water Release Board gave an overview of her problems with the ESA. It was an interesting seminar and I am glad I went.

4. Consent Agenda

ADOPTED

- a. Minutes of the August 6, 2012 Board Meeting.
- b. Recommend approval of a purchase order to C.D. Lyon Construction, Inc. in the amount of \$25,800.00 for the refurbishment of Casitas Dam's #9 intake screen and articulating cart.
- c. Resolution authorizing the agreement with United States Geological Survey for the Cooperative Stream Gaging Program.
- d. Recommend approval of a purchase order to Travis Agriculture Construction, Inc. in the amount of \$24,250.00 to install temporary tanks and piping.

RECOMMENDED ACTION: Adopt Consent Agenda

Director Bergen suggested a minor clarification to the minutes regarding the amount of incremental water the models will predict is small.

The Consent Agenda with offered by Director Kaiser, second by Director Bergen and passed by the following roll call vote:

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

Resolution is numbered 12-31.

5. Bills

APPROVED

Director Bergen commented that there were a lot of water park refunds. Ms. Belser explained that we changed the system of when we would give rain checks and this year there were several times when customers did not have proper swim attire.

Director Hicks questioned the steelhead study at Oregon State. Director Word added that two checks were written on the same day for the same amount.

Mr. Wickstrum explained we are paying for interns to do genetic studies but he will follow up on the two checks. We are getting the benefit for the work that they are doing. It is a specific project for Casitas.

Director Word then questioned #12508 for the purchase of porta potty. Mr. Wickstrum explained we purchased new ones and placed some in Camp C. Director Kaiser added they are very much needed in that area.

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

6. Committee/Manager Reports APPROVED FOR FILING
- a. Executive Committee Minutes
  - b. Recreation Committee Minutes
  - c. Water Resources Committee Minutes
  - d. Finance Committee Minutes

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

7. Presentation of plans for renovation of the Bait & Tackle building by Gary Wolfe and recommend approval of concept plan. APPROVED

Gary Wolfe explained that he wants to replace the current building. It will have the same footprint but we will turn it a quarter turn. It will have the same exterior color and material as the snack bar. I talked to Dave Wooly on Monday and we will be waiting for approval from the Bureau. We will be doing an inspection and testing for lead paint and asbestos. If the inspection determines there is asbestos it will only matter with how we dispose of it.

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

8. Resolution approving a grant from California Department of Boating & Waterways for \$15,000.00 in miscellaneous equipment for the Rogue Patrol Boat. ADOPTED

Director Kaiser informed the board that this was discussed at the Recreation Committee and it speaks for itself. We don't have to spend money on it. Ms. Belser added we received the grant for the Rogue and it is being used right now. Because of the good relation with Boating and Waterways they indicated there are additional funds. I commend Suzi Taylor for the extra effort in putting in a request for additional funding. Suzi informed the board that the grant will be used to purchase VHF radios with remote speakers; small pelican type cases, thermal imaging, night vision and some other smaller items. Most of the big ticket items are for search and rescue.

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

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

Resolution is numbered 12-32.

9. Recommend approval of the Lake Casitas Recreation Pest Management Plan. APPROVED

Ms. Belser explained that the Pest Management Plan is a requirement of the new recreation agreement with the Bureau of Reclamation. Eventually it could be expanded to pump plants and other facilities. This plan has been with the Bureau in Denver for over a year. Now they are deciding they want to develop a template. We would like to go ahead and adopt this plan now.

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

President Baggerly recessed the Casitas Board meeting at 3:34 p.m. and opened the Lake Casitas Improvement Foundation meeting.

10. Lake Casitas Improvement Foundation Meeting

- a. Review of the Treasurer's report.
- b. Recommend allocation of funds in the amount of \$4,205.00 to be used to supplement the 2012/2013 purchase of trout.

Ms. Belser explained the request to use some of the LCIF funds to purchase trout. We have \$30,000 budgeted for trout plants. We have not been planted since January of 2010 from the Department of Fish & Game. We use the \$30,000 for fish that people catch and take home. We would like to use LCIF funds that come from our bass tournaments. We are asking for LCIF to allocate this amount for the purchase of smaller trout and add it to our \$30,000 trout purchase. Director Word commented that will leave about \$6,000 in the LCIF fund. He then asked if there has been any discussion about a resolution to the moratorium on planting. Ms. Belser responded that we received a letter in April telling us we have the moratorium and DFG has to do a Biological Assessment and then a Biological Opinion to see if we will be eligible for planting. Director Bergen asked if it is a NMFS assessment and Ms. Belser responded yes and they have not started it yet.

Ms. Belser also explained we are working on a fish management plan. We have conducted creel surveys and opinion surveys from anglers. Director Kaiser asked if it would help to send a letter. Ms. Belser explained she attended the

Fish & game Commission in August and it would be helpful to send something to the commission. It is important that we continue to have a presence with them. Ms. Belser will draft a letter.

LCIF Board Member Larry Elsher mentioned he had heard of funds in addition to the \$205 that were raised specifically for the trout and asked if additional funds are received specifically for the purchase of trout will they be earmarked for that purpose. Ms. Belser explained it would be deposited into the LCIF and LCIF will have to provide approval for the use of the funds for the purchase of stocking fish but it can be tracked for that purpose.

On the motion of Director Word, seconded by Director Hicks and passed, the Treasurer's report and the request for spending funds was approved.

President Baggerly adjourned the LCIF meeting at 3:48 p.m. and reconvened the Casitas Board Meeting.

11. Recommend approval of revisions to the Business Ordinance to include a policy on the use of credit cards. TABLED

Director Kaiser suggested a change in wording regarding no members of the board of directors shall be issued or provided credit cards. He then suggested that language be added stating misuse of the credit card could result in criminal prosecution. Mr. Mathews suggested tabling the item to the next board meeting.

12. Presentation and discussion on the 2011 Fisheries Report.

Scott Lewis provided his 2011 monitoring and evaluation results for the Robles Fish Facility and Program update. A copy of his Power Point slides will be included at the end of the minutes. His presentation included discussion regarding upstream impediments and sandbar monitoring, fish attraction and fish passage. He also discussed operations and the Lake Casitas Fisheries Management Plan.

13. Discussion regarding the State Regional Water Quality Control Board Ventura River TMDL and impairments. Direction to Staff

Mr. Wickstrum explained he would be attending a meeting tomorrow with pumpers and diverters to see if there is a direction as a group. They are looking to get this in place by March of next year. EPA and RWQCB may move it to something other than the TMDL. They want to develop up a Memorandum of Agreement. It appears they are looking at the issue of the reaches that dewater. Do we move forward with an MOA?

Director Bergen added this might be an opportunity to get some real science done. It depends on the geology. It is ripe and it could help up here too, to get the Robles Reach developed scientifically. Places always have dried up

and to get it scientifically established and how much diversion or pumping has to do with it is doable.

President Baggerly suggested to go for science and suggest an MOA. Director Bergen added go into meeting and our objective is to get a good science background on what is needed. A MOA would have to come back here for approval.

14. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Casitas Reservoir Water Inventory Summary.
- c. Lake Casitas Storage Volume Comparison.
- d. Recreation Area Report for July.
- e. News articles are available at the District Office.
- f. Investment Report.

15. Adjournment

President Baggerly adjourned the meeting at 5:06 p.m.

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Bill Hicks, Secretary

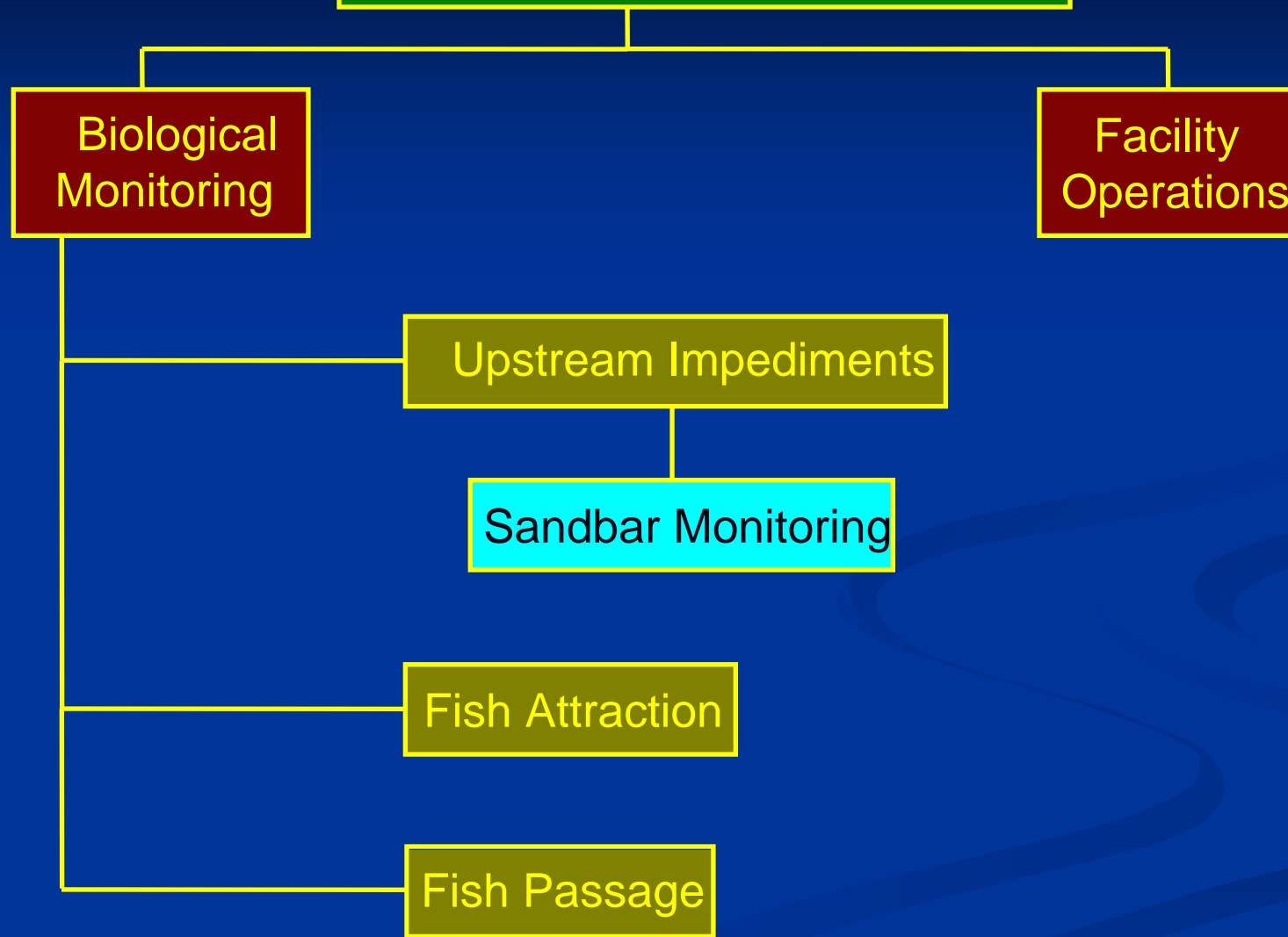


# 2011 Monitoring and Evaluation Results for the Robles Fish Facility and Program Update



By  
Scott Lewis and Mike Gibson  
Casitas Municipal Water District  
12 September 2012

# Robles Fish Passage Facility Monitoring



# Robles Monitoring and Evaluations

- Sandbar status.
- Upstream Impediment evaluation.
- Vaki Riverwatcher fish ladder monitoring.
- Fish attraction monitoring using 1) snorkel and bank surveys and 2) video at ladder entrance.
- Three Downstream passage components. 1) successful passage, 2) injury assessment, and 3) smolt migration through the Robles Reach.

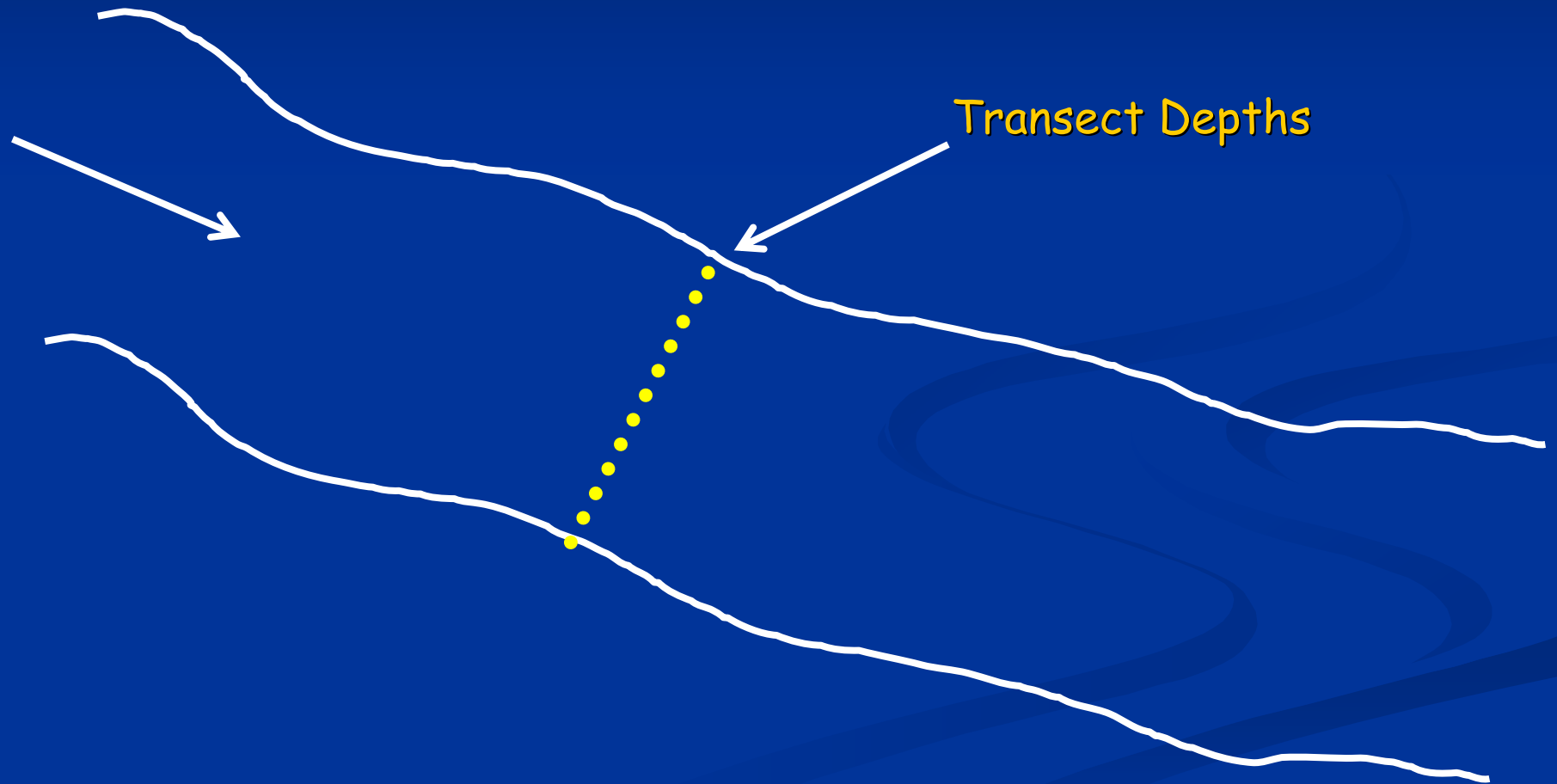
# Upstream Migration Impediment Evaluation

**Objective:** *Assess factors that may impede steelhead's ability to migrate to the Robles Fish Passage Facility.*

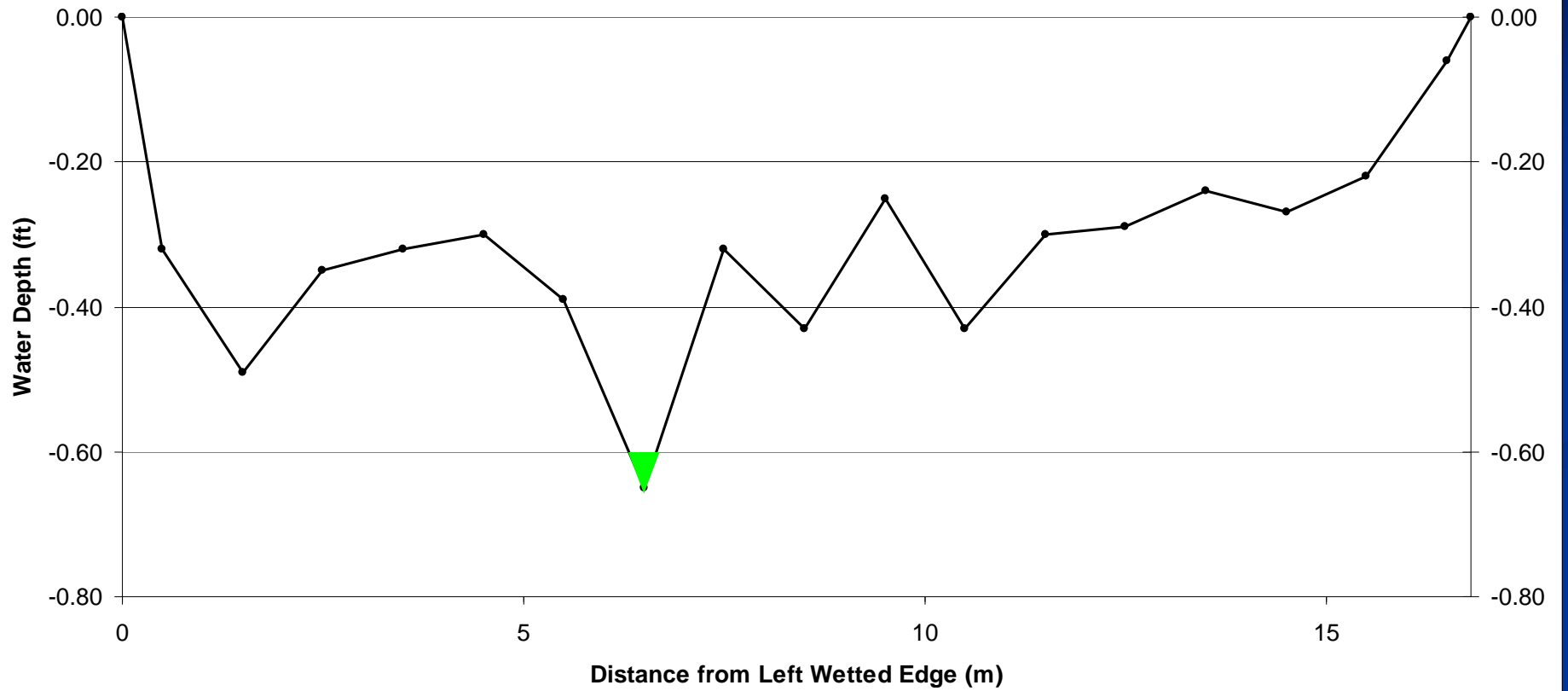
**2011:** *54 transects surveyed at 6 sites.*



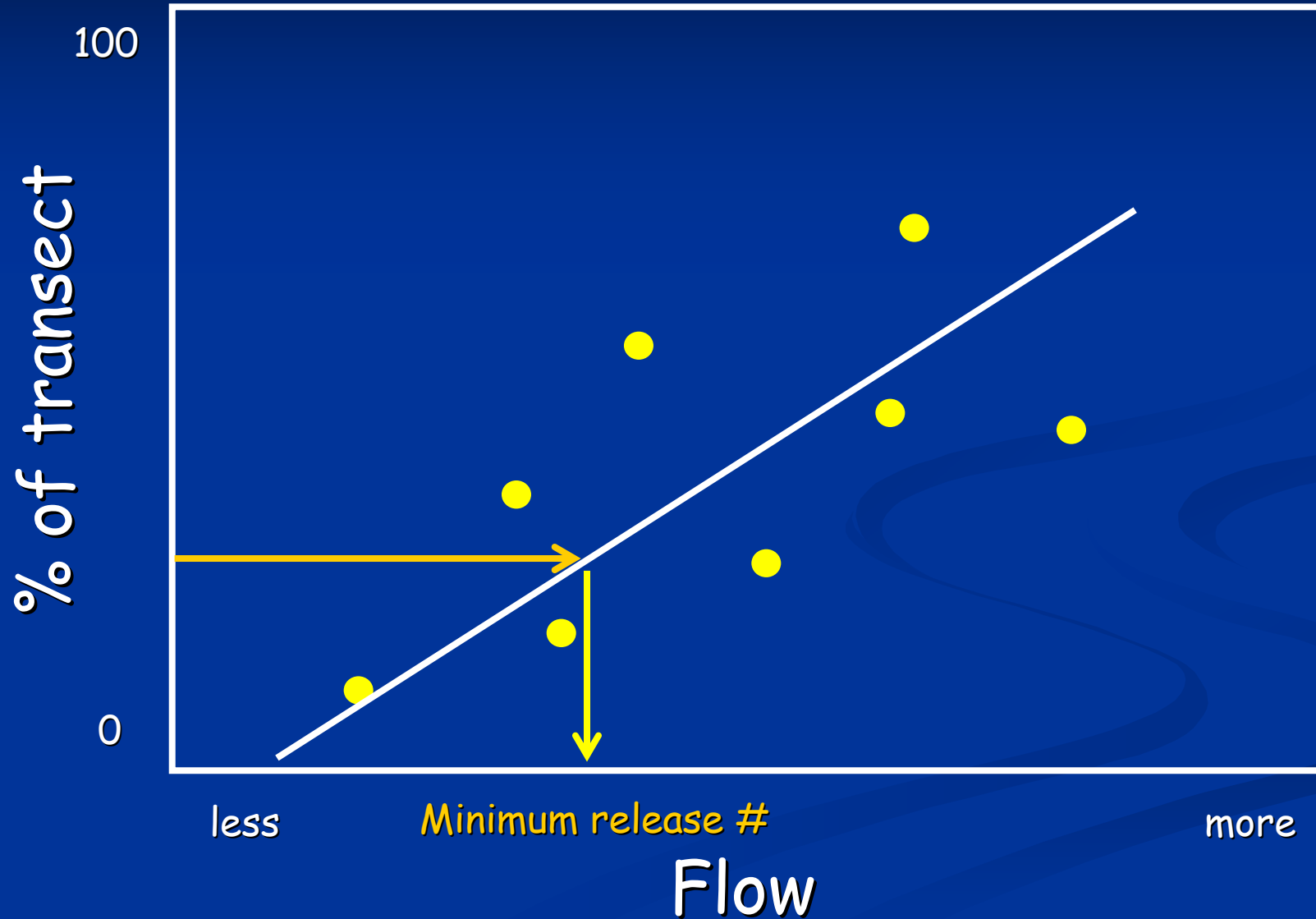
# Upstream Migration Impediment Evaluation



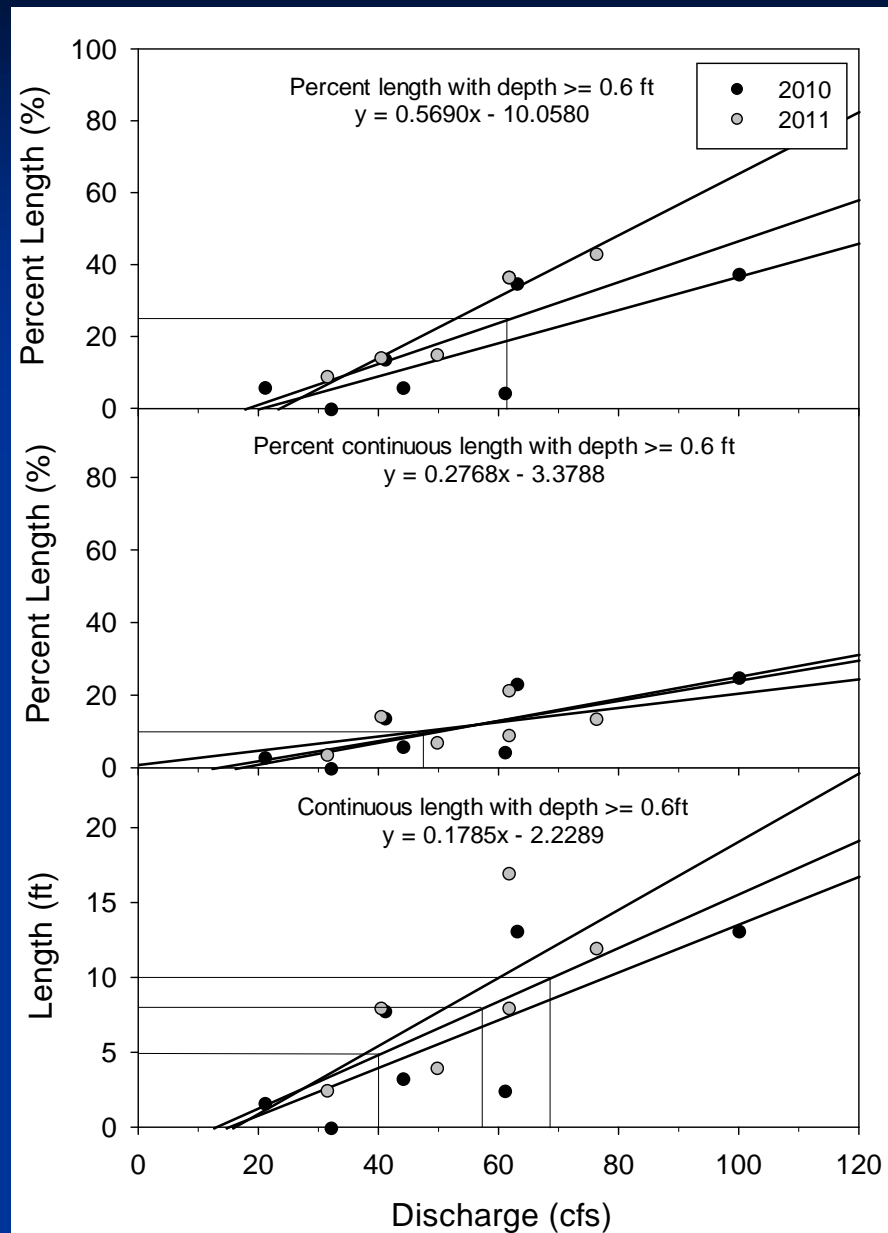
Site 4 Cross Section



# Impediment Data Analysis



# Impediment Site Data Analysis





## Resulting Minimum Flows

Site	Minimum discharge 2010	Minimum discharge 2011
2	37	
3	85	86
4	74	62
5-1	3,289	
5-2	138	55
6	68	65
7	70	53
8	26	6

# Downstream Fish Passage Monitoring

## Objective:

- 1) Determine the relative numbers and timing.
- 2) Condition of downstream migrating fish using the Robles Facility.
- 3) Smolt migration effects of flow releases.







# Radio Telemetry Smolt Passage Monitoring

- 25 smolts captured and 16 were tagged
  - 1 to 8 days through the Robles Reach (mean = 3)
    - Mean migration rate = 2.2 km/d
    - Robles discharge 30-33 cfs

# Supplemental Fisheries and Environmental Monitoring

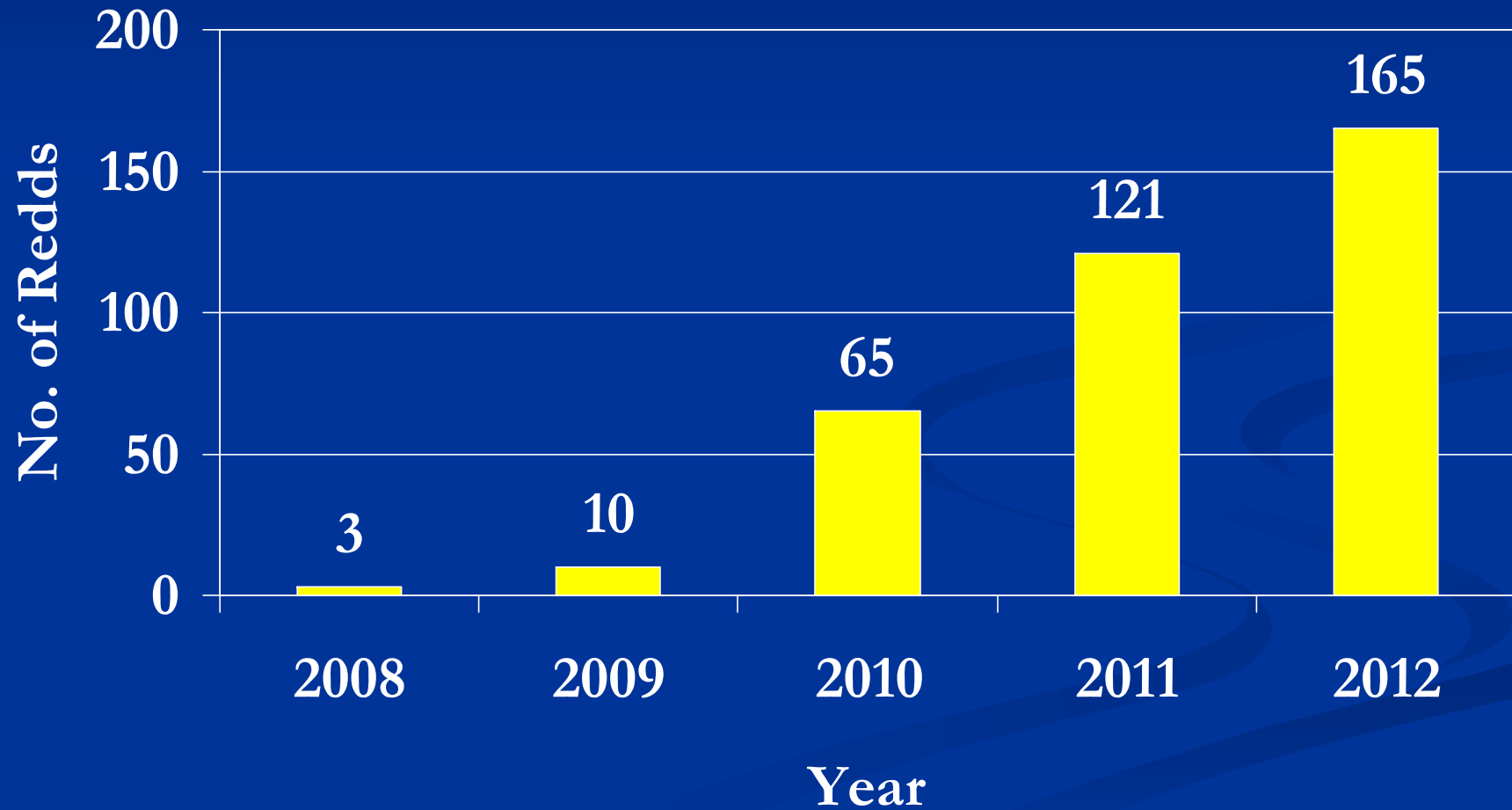
- Steelhead/Rainbow trout presence/absence surveys.
- Spawning surveys.
- Ambient water quality monitoring.
- Photo-site stream channel monitoring.
- Robles Reach subsurface water monitoring.
- Estuary monitoring.
- Lake Casitas spawning surveys.

# Spawning Surveys





# *O. mykiss* Redds 2008-2012



# Lake Casitas Fisheries Management

- Two years of creel and opinion survey data.
- Shoreline habitat survey completed.
- Spawning survey conducted from Feb-Jun for two years.
- Management plan to be updated.

# *Lake Casitas Spawning*

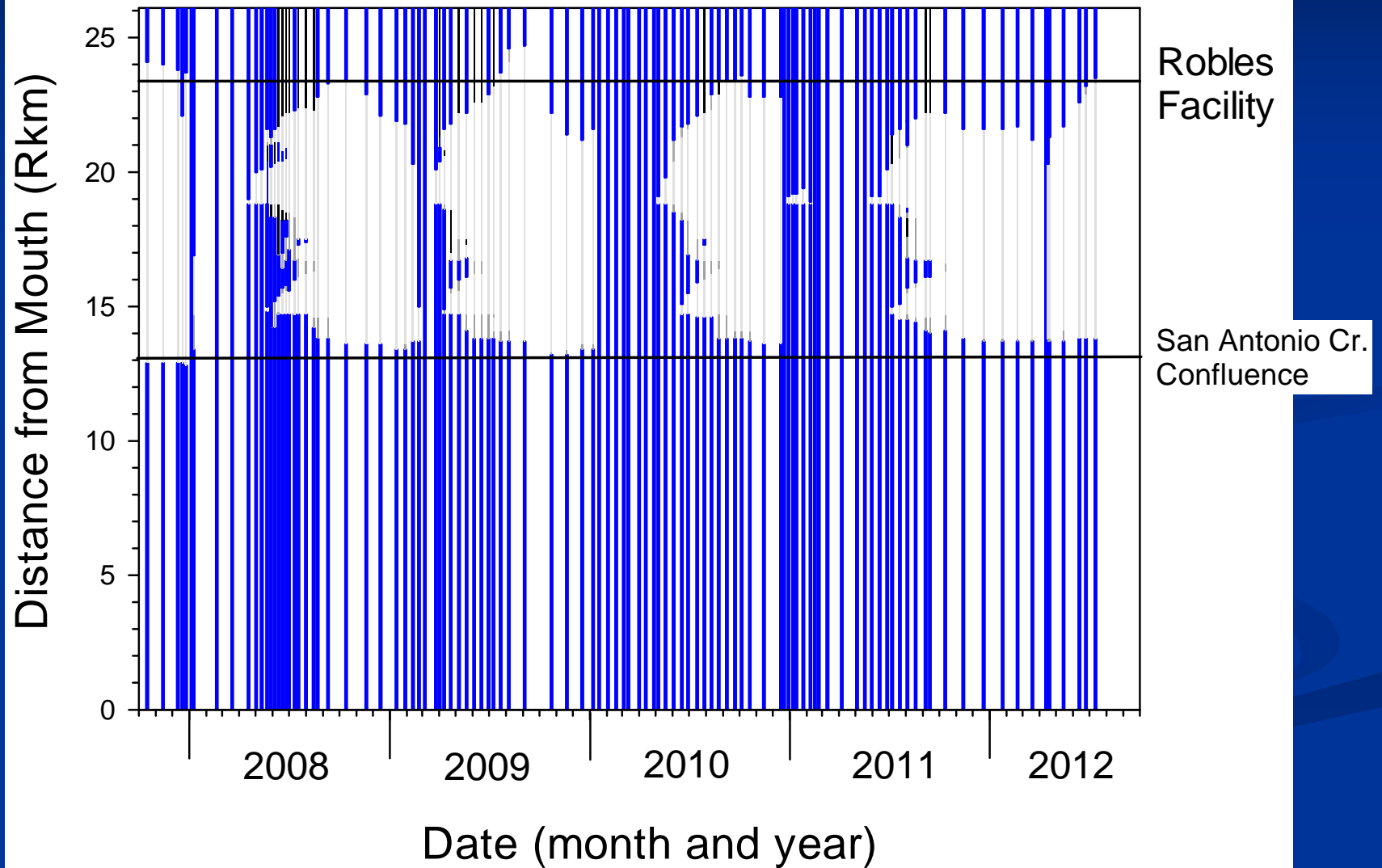
2011-2012



# *Steelhead and Rainbow Trout Research*

1. Determine genetic structure within the steelhead and rainbow trout population and identify possible causes and implications.
2. Identify smolt migration patterns of steelhead and rainbow trout.
3. Determine smoltification patterns of steelhead and rainbow trout.

# Ventura River Subsurface Flow





CERTIFICATION

Payroll disbursements for the pay period ending 09/15/12  
Pay Date of 09/20/12  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 9/17/12  
Denise Collin

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

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

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

CASITAS MUNICIPAL WATER DISTRICT  
 Payable Fund Check Authorization  
 Checks Dated 9/7/12-9/20/12  
 Presented to the Board of Directors For Approval September 26, 2012

Check	Payee			Description	Amount
000357	Payables Fund Account	#	9759651478	Accounts Payable Batch 091312	\$228,544.60
000358	Payables Fund Account	#	9759651478	Accounts Payable Batch 092012	\$318,719.75
					\$547,264.35
000359	Payroll Fund Account	#	9469730919	Estimated Payroll 10/4/12	\$140,000.00
					\$140,000.00
				Total	\$687,264.35

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, 000357-000359 have been duly audited is hereby certified as correct.

*Denise Collin*

*9/26/12*

Denise Collin, Accounting Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



9/21/2012 8:24 AM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 9/07/2012 THRU 9/21/2012

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/20/2012			012888		
C-CHECK	VOID CHECK	V	9/20/2012			012889		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00188	PETTY CASH							
I-090712	Replenish Petty Cash	R	9/07/2012	396.76		012809		396.76
01985	AFLAC/FLEX ONE							
I-091112	Reimburse Medical 2012	R	9/11/2012	260.00		012810		260.00
00004	ACWA/JPIA							
I-Aug 12	Aug 12 Health Insurance	R	9/12/2012	104,557.79		012811		
I-Sep 12	Sep 12 Health Insurance	R	9/12/2012	106,078.89		012811		210,636.68
01616	FRED BRENEMAN							
I-091012	9/2/12-9/15/12	R	9/12/2012	391.00		012812		391.00
00511	Community Memorial Hospital							
I-042312	DOS 4/23/12 Claim#12-02467	R	9/12/2012	37.00		012813		
I-17410	Drug Test	R	9/12/2012	45.00		012813		82.00
01483	CORVEL CORPORATION							
I-659569581	Bill Review	R	9/12/2012	3.99		012814		
I-659570731	Bill Review	R	9/12/2012	87.67		012814		
I-659574281	Bill Review	R	9/12/2012	208.78		012814		
I-660356561	Bill Review	R	9/12/2012	230.77		012814		
I-662551941	Bill Review	R	9/12/2012	14.74		012814		545.95
00182	DEWITT PETROLEUM							
I-0022265IN	Gas & Diesel for LCRA	R	9/12/2012	4,849.68		012815		4,849.68
00091	ERNST & YOUNG LLP							
I-US0130685128	Client#60028334 Aug 12	R	9/12/2012	1,353.00		012816		1,353.00
00095	FAMCON PIPE & SUPPLY							
I-143944	Mueller Butterfly Valve UOPP	R	9/12/2012	5,148.00		012817		
I-144291	Valve & Fittings for UOPP	R	9/12/2012	3,932.86		012817		9,080.86
00353	OJAI VALLEY COMMUNITY HOSPITAL							
I-041312	DOS 4/13/12 Claim#12-02467	R	9/12/2012	116.04		012818		116.04
09764	OJAI VALLEY EMERGENCY PHYS MED							
I-041312	DOS 4/13/12 Claim#12-02467	R	9/12/2012	134.64		012819		134.64
00215	SOUTHERN CALIFORNIA EDISON							
I-090712	Acct#2237789169	R	9/12/2012	29.55		012820		29.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09775 I-080112	VENTURA ORTHOPAEDIC & SPORTS DOS 8/1/12 Claim#03-01792	R	9/12/2012	68.62		012821		68.62
01985 I-091312	AFLAC/FLEX ONE Reimburse Medical 2012	R	9/13/2012	599.82		012822		599.82
01985 I-091512	AFLAC/FLEX ONE Reimburse Medical 2012	R	9/18/2012	69.15		012823		69.15
00347 I-091912	Ojai Recreation Department Ojai Day Booth	R	9/20/2012	175.00		012824		175.00
00124 I-CUI201209180605 I-DCI201209180605 I-DI%201209180605	ICMA RETIREMENT TRUST - 457 457 CATCH UP DEFERRED COMP FLAT DEFERRED COMP PERCENT	R R R	9/20/2012 9/20/2012 9/20/2012	569.24 2,561.52 128.30		012825 012825 012825		3,259.06
01960 I-MOR201209180605	Moringa Community PAYROLL CONTRIBUTIONS	R	9/20/2012	16.75		012826		16.75
00985 I-CUN201209180605 I-DCN201209180605	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP DEFERRED COMP FLAT	R R	9/20/2012 9/20/2012	423.06 3,877.68		012827 012827		4,300.74
00180 I-UND201209180605	S.E.I.U. - LOCAL 721 UNION DUES	R	9/20/2012	593.75		012828		593.75
00230 I-UWY201209180605	UNITED WAY PAYROLL CONTRIBUTIONS	R	9/20/2012	45.00		012829		45.00
01985 I-092012	AFLAC/FLEX ONE Reimburse Medical 2012	R	9/20/2012	32.00		012830		32.00
02033 I-39881	Abbot Industrial Supplies Trash Bags for LCRA	R	9/20/2012	1,445.19		012831		1,445.19
01441 I-39289	ADVANTAGE TELECOM, INC LCRA Monthly Phone Charges	R	9/20/2012	672.95		012832		672.95
00420 I-HVAC20124	AE Group Mechanical Engineers, Office HVAC & Lighting Design	R	9/20/2012	2,975.00		012833		2,975.00
00010 I-9007582478 I-9008267214 I-9903951713	AIRGAS USA LLC Welding Gas, Gloves for PL Welding Supplies for Pipelines Cylinders for Pipelines	R R R	9/20/2012 9/20/2012 9/20/2012	539.96 177.04 28.59		012834 012834 012834		745.59

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00836	AMERICAN RED CROSS							
I-10138528	ARC FIT Course for LCRA	R	9/20/2012	30.00		012835		30.00
00029	AMERICAN TOWER CORP							
I-1315810	Tower Rent, Red Mtn, Rincon Pk	R	9/20/2012	1,551.56		012836		1,551.56
00014	AQUA-FLO SUPPLY							
I-366591	PVC Parts for Waterpark	R	9/20/2012	56.88		012837		
I-368461	PVC Cap for Fisheries	R	9/20/2012	4.47		012837		
I-368871	Solenoid for Coyote Irrigation	R	9/20/2012	18.18		012837		
I-371639	Solenoid for F Camp	R	9/20/2012	38.61		012837		118.14
00840	AQUA-METRIC SALES COMPANY							
I-0044647IN	Touch Pads with Wires, O&M CS	R	9/20/2012	11,754.28		012838		11,754.28
02179	Art Street Interactive							
I-88032	Res Software, Hosting/Maint	R	9/20/2012	542.15		012839		542.15
01666	AT & T							
I-000003660030	T-1 Line Acct#8310001729783	R	9/20/2012	357.32		012840		
I-000003661810	T-1 Lines Acct#8310002969306	R	9/20/2012	789.21		012840		1,146.53
00018	AT & T MOBILITY							
I-829434088X09142012	PT Wildlife Biol Cell Chrgs	R	9/20/2012	7.95		012841		7.95
00020	AVENUE HARDWARE, INC							
I-47555	Bulbs for "A" Gallery, LCRA	R	9/20/2012	83.01		012842		
I-49897	SS Bands for Foster Park Leak	R	9/20/2012	59.63		012842		142.64
00021	AWA OF VENTURA COUNTY							
I-091912	CCUWC Luncheon 9/26/12	R	9/20/2012	150.00		012843		
I-091912A	CCUWC Luncheon 9/26/12	R	9/20/2012	25.00		012843		175.00
00030	B&R TOOL AND SUPPLY CO							
I-1247252000101	Impact Socket for Pump Plant	R	9/20/2012	64.20		012844		
I-1250620000101	Flashlight, Batteries, Tape, PL	R	9/20/2012	87.13		012844		
I-1250733000101	Saw Blades for Shop Band Saw	R	9/20/2012	50.10		012844		
I-1251150000101	Torx Bit for Pump Plant	R	9/20/2012	47.47		012844		248.90
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S1830421002	Pipe Clamp for Vaki Light	R	9/20/2012	3.71		012845		
I-S1834559001	Leak Repair 3-Way Structure	R	9/20/2012	236.59		012845		
I-S1835360001	Gasket, Casitas Gravity Main	R	9/20/2012	15.02		012845		255.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00821	BEST BEST & KRIEGER LLP							
I-685398	Matter#82356.00001 8/12	R	9/20/2012	39.50		012846		
I-685399	Matter#82356.00002 8/12	R	9/20/2012	2,130.49		012846		2,169.99
00032	BIOVIR LABORATORIES, INC							
I-121145	Giardia/Crypto 8/16/12	R	9/20/2012	396.48		012847		396.48
09182	CalPERS Educational Forum							
I-091212	CalPERS Forum 10/22-10/24	R	9/20/2012	300.00		012848		300.00
01989	Campbell Scientific, Inc.							
I-166824	Turbidity Recalibration, Fish	R	9/20/2012	165.72		012849		165.72
01165	CARL WARREN & COMPANY							
I-1409614	Professional Srvcs, 8/12	R	9/20/2012	78.65		012850		78.65
09907	CARUS PHOSPHATES, INC.							
I-SLS10021176	Orthopolyphosphate for TP	R	9/20/2012	20,614.80		012851		20,614.80
00055	CASITAS BOAT RENTALS							
I-083112	Reimburse Cafe Passes	R	9/20/2012	2,117.97		012852		2,117.97
00117	CERTEX USA, INC							
I-1070159800	Nylon Tie Down Rope, Maint	R	9/20/2012	203.69		012853		
I-1070162400	Lanyard for Dist Maint	R	9/20/2012	68.11		012853		271.80
01384	CLEAN HARBORS ENVIRONMENTAL SE							
I-6W1268600	Waste Disposal Services	R	9/20/2012	59.05		012854		59.05
00059	COASTAL PIPCO							
I-S1735009002	PVC Sockets for O&M CS	R	9/20/2012	12.46		012855		
I-S1738303001	Parts for WP Backwash Tanks	R	9/20/2012	215.88		012855		228.34
00511	Community Memorial Hospital							
I-060611A	DOS 6/6/11 Claim#11-94150	R	9/20/2012	52.12		012856		52.12
00061	COMPUWAVE							
I-SB02071404	Toner and Flash Drives, Stock	R	9/20/2012	647.52		012857		647.52
00062	CONSOLIDATED ELECTRICAL							
C-9009375237	Fuse Clip Kit Returned	R	9/20/2012	231.51CR		012858		
I-9009662651	Fuse Clip Kit for Pump Plant	R	9/20/2012	231.51		012858		
I-9009663699	Electrical Parts,Robles Outlet	R	9/20/2012	131.52		012858		
I-9009664002	Electrical Parts,Robles Outlet	R	9/20/2012	396.35		012858		
I-9009664003	Electric Conduit for Robles	R	9/20/2012	115.19		012858		
I-9009664146	Wire for Robles	R	9/20/2012	604.84		012858		
I-9009664151	Fuse Clip Kit, Fairview PP	R	9/20/2012	92.61		012858		
I-9009664260	Black Tyrap for Pump Plants	R	9/20/2012	79.19		012858		

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I-9009664557	LED Replacement Lights for TP	R	9/20/2012	23.57		012858		1,443.27
00719	CORELOGIC INFORMATION SOLUTION							
I-80594188	Realquest Subscription	R	9/20/2012	125.00		012859		125.00
01483	CORVEL CORPORATION							
I-662998511	Bill Review	R	9/20/2012	3.18		012860		
I-662998561	Bill Review	R	9/20/2012	0.76		012860		
I-C00203627709	DOS 8/17/12 Claim#03-01792	R	9/20/2012	295.00		012860		298.94
01064	CPRS NPSI							
I-062112	LCRA Dues 10/1/12-9/30/13	R	9/20/2012	480.00		012861		480.00
01764	CSG Systems, Inc.							
I-713616	UB Billing 7/26/12	R	9/20/2012	1,788.43		012862		1,788.43
01001	CUSTOM PRINTING							
I-119088	Day Use Hang Tags	R	9/20/2012	351.24		012863		
I-119153	Business Cards, BM & Admin	R	9/20/2012	98.67		012863		
I-119611	Freq Visitor Agreement Forms	R	9/20/2012	230.60		012863		680.51
02034	D.K. Mechanical							
I-2366	Repair Cat #109,Oil& Fuel Leak	R	9/20/2012	225.00		012864		225.00
01856	DATA FLOW							
C-65804A	Accrue Use Tax	R	9/20/2012	11.76CR		012865		
D-65804A	Accrue Use Tax	R	9/20/2012	11.76		012865		
I-65804	AP Checks	R	9/20/2012	176.69		012865		176.69
00081	DELTA LIQUID ENERGY							
I-23209816	Fill Propane Tank, Showers	R	9/20/2012	174.11		012866		174.11
00182	DEWITT PETROLEUM							
I-0022609IN	Gas for Main Yard	R	9/20/2012	5,249.01		012867		5,249.01
00013	FERGUSON ENTERPRISES INC #1083							
I-8526887	Valve for Coyote Ramp RR	R	9/20/2012	156.50		012868		156.50
00099	FGL ENVIRONMENTAL							
I-207942A	EPA 551.1, EPA 552.2	R	9/20/2012	713.00		012869		
I-207948A	Chlorophyll Analysis 8/7/12	R	9/20/2012	332.00		012869		
I-208728A	Metals, Total-Mn	R	9/20/2012	70.00		012869		1,115.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00096	FIREMASTER - LOS ANGELES REG. I-121383690 Fire Extinguisher Servicing	R	9/20/2012	557.00		012870		557.00
00104	FRED'S TIRE MAN Eq#20, Fisheries, Alignment	R	9/20/2012	79.95		012871		
	I-60614 Eq#19, Maint Truck, Camber Kit	R	9/20/2012	149.71		012871		
	I-60746 Tires for Eq#27, LCRA Truck	R	9/20/2012	794.09		012871		1,023.75
00485	FRUIT GROWERS SUPPLY COMPANY I-91100581 Gloves for LCRA Maint Staff	R	9/20/2012	74.36		012872		74.36
01280	FRY'S ELECTRONICS, INC. C-4651173 Credit for Inv#4646429	R	9/20/2012	53.86CR		012873		
	I-4646429 Battery Backup for IT Dept	R	9/20/2012	53.86		012873		
	I-4651240 Hard Drive for Engineering	R	9/20/2012	156.23		012873		156.23
02158	Google, Inc. I-3151404 Additional Usage, IT Dept	R	9/20/2012	7.58		012874		7.58
00115	GRAINGER, INC I-9915717400 Battery Chargers for Pipelines	R	9/20/2012	219.30		012875		
	I-9916496244 Bookcase for Administration	R	9/20/2012	430.08		012875		649.38
00746	GREEN THUMB INTERNATIONAL I-454878 Plants for Fair Booth, LCRA	R	9/20/2012	160.02		012876		160.02
01838	WILLIS HAND I-091712 T5 Renewal of Certification	R	9/20/2012	105.00		012877		105.00
01052	HARBOR FREIGHT TOOLS USA, INC I-166095 Gloves, Elec Tape, Dist Maint	R	9/20/2012	9.79		012878		9.79
01594	HIGHWAY TECHNOLOGIES, INC. I-65109591001 Parking Sign, Res Office	R	9/20/2012	16.46		012879		
	I-65110968001 Stop Signs for LCRA	R	9/20/2012	69.71		012879		86.17
01177	ICON SAFETY COMPANY INC. I-107003551 Confined Space Monitors, PL	R	9/20/2012	2,059.20		012880		2,059.20
00127	INDUSTRIAL BOLT & SUPPLY I-00129912 Wedge Anchors for Fisheries	R	9/20/2012	15.66		012881		15.66
00131	JCI JONES CHEMICALS, INC I-559575 Chlorine for TP, CM#559626	R	9/20/2012	1,770.00		012882		
	I-560277 Chlorine for TP, CM#560323	R	9/20/2012	1,770.00		012882		3,540.00

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00667	KENNEDY/JENKS CONSULTANTS INC							
I-67466	Prof Srvcs through 8/31/12	R	9/20/2012	363.08		012883		363.08
02203	KEYT TV							
I-123851	Commercials for Waterpark	R	9/20/2012	320.00		012884		320.00
01270	SCOTT LEWIS							
I-Aug 12	Reimburse Expenses 8/12	R	9/20/2012	2,066.71		012885		2,066.71
00539	LOS ANGELES TIMES							
I-090212	9/17/12-3/3/13	R	9/20/2012	180.00		012886		180.00
	Acct#010011174755							
00151	MEINERS OAKS ACE HARDWARE							
C-512586	Items Returned Inv#512566	R	9/20/2012	3.34CR		012887		
I-507121	Water Cooler, Rake, Dist Maint	R	9/20/2012	38.99		012887		
I-511053	Silica Sand, Brushes, Robles	R	9/20/2012	154.41		012887		
I-511541	Elec Outlet for Fish Ladder	R	9/20/2012	36.86		012887		
I-511644	Silica Sand, Robles Gates	R	9/20/2012	115.70		012887		
I-511847	Ladder for O&M Shop	R	9/20/2012	53.61		012887		
I-511848	Silica Sand for Robles Gates	R	9/20/2012	115.70		012887		
I-511867	Mortar Mix for O&M CS	R	9/20/2012	71.72		012887		
I-511920	Silica Sand for Robles Gates	R	9/20/2012	57.85		012887		
I-511955	Soap for Pipelines	R	9/20/2012	4.06		012887		
I-512419	Tarp, Boots, Duct Tape, WP	R	9/20/2012	67.61		012887		
I-512444	Toggle Cover for Fisheries	R	9/20/2012	5.85		012887		
I-512445	Batteries for Pump Plants	R	9/20/2012	9.64		012887		
I-512539	Paint Supplies for Casitas 2	R	9/20/2012	23.11		012887		
I-512566	Tools and Bolts for Fisheries	R	9/20/2012	42.06		012887		
I-512713	Bolt for IT Dept Office Chair	R	9/20/2012	4.29		012887		
I-512736	Bolts and Screws for Fisheries	R	9/20/2012	30.63		012887		
I-512747	Bolts & Screws for Fisheries	R	9/20/2012	3.83		012887		
I-512955	Mortar Mix for O&M CS	R	9/20/2012	72.75		012887		
I-513018	Parts for Showerhouse in WP	R	9/20/2012	5.74		012887		
I-513315	Spray Wand for Dist Maint	R	9/20/2012	9.75		012887		
I-513536	Keys Cut for Waterpark	R	9/20/2012	5.12		012887		
I-513548	Caulk, Bolts, Screws, Fisheries	R	9/20/2012	10.54		012887		
I-513570	Irrigation Parts for Dst Maint	R	9/20/2012	44.10		012887		
I-513582	Tarp and PVC Plugs for WP	R	9/20/2012	65.42		012887		
I-513771	Flagging Tape for LCRA	R	9/20/2012	12.16		012887		
I-513785	Sprayers for Pump Plants	R	9/20/2012	10.27		012887		
I-513873	Cutoff Blades, Stakes for DM	R	9/20/2012	15.58		012887		
I-514050	Cord Mower, Foam for Pipelines	R	9/20/2012	6.20		012887		
I-514076	Mower Filter for O&M Shop	R	9/20/2012	4.28		012887		1,094.49



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02469	Laura Mendoza							
I-090812	Camping Fee Refund	R	9/20/2012	37.00		012890		37.00
00144	BOB MONNIER							
I-Aug 12	Reimburse Mileage 8/12	R	9/20/2012	131.76		012891		131.76
00163	OFFICE DEPOT							
I-623035745001	Office Supplies	R	9/20/2012	251.85		012892		
I-623036395001	Office Supplies	R	9/20/2012	42.89		012892		
I-623036397001	Office Supplies	R	9/20/2012	31.47		012892		326.21
01570	Ojai Auto Supply LLC							
I-252301	Battery for Compressor, #124	R	9/20/2012	120.86		012893		
I-252859	Gas Cap for LCRA Maint	R	9/20/2012	9.43		012893		
I-253026	Gas Cap and Cement LCRA Maint	R	9/20/2012	15.97		012893		146.26
00912	OJAI BUSINESS CENTER, INC							
I-7798	Shipping for IT, Fisheries	R	9/20/2012	105.75		012894		105.75
00169	OJAI VALLEY SANITARY DISTRICT							
I-14774	Cust#20594 Sewer Service	R	9/20/2012	150.63		012895		
I-14857	Cust#52921 Sewer Service	R	9/20/2012	50.21		012895		200.84
00383	ON DUTY UNIFORMS & EQUIPMENT							
I-108821	Gang Charger for Flashlights	R	9/20/2012	278.85		012896		
I-108827	Uniform for New APSO	R	9/20/2012	513.71		012896		
I-108871	Uniforms for New APSO	R	9/20/2012	362.48		012896		1,155.04
00734	ONESOURCE DISTRIBUTORS							
I-S3852043001	Power Disconnect for Robles	R	9/20/2012	461.67		012897		461.67
01381	ONTRAC							
I-7503821	Refrigerated Sample to Biovir	R	9/20/2012	4.30		012898		4.30
01627	OSCAR'S TREE SERVICE							
I-10041	Remove Fallen Tree, C Camp	R	9/20/2012	850.00		012899		850.00
10072	PERMACOLOR, INC							
I-274913	Powder Coat Pipe for Pipelines	R	9/20/2012	120.00		012900		120.00
02187	Pitney Bowes Inc							
I-420741	Maint Agreement Postage Mach	R	9/20/2012	318.00		012901		318.00

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00823	POLYDYNE, INC.							
	C-752791A D-752791A I-752791	R R R	9/20/2012 9/20/2012 9/20/2012	722.71CR 722.71 9,968.40		012902 012902 012902		9,968.40
01334	POWER MACHINERY CENTER							
	I-E68364 I-E68376	R R	9/20/2012 9/20/2012	798.20 602.67		012903 012903		1,400.87
00184	POWERSTRIDE BATTERY CO, INC							
	I-V579929	R	9/20/2012	91.56		012904		91.56
01439	PRECISION POWER EQUIPMENT							
	I-1817	R	9/20/2012	8.04		012905		8.04
10042	PSR ENVIRONMENTAL SERVICE, INC							
	I-5630 I-5631	R R	9/20/2012 9/20/2012	210.00 210.00		012906 012906		420.00
02470	Claudia Rivera							
	I-090312	R	9/20/2012	24.00		012907		24.00
00313	ROCK LONG'S AUTOMOTIVE							
	I-6319 I-6340 Replace Thermostat &, Radiator Hose	R R R	9/20/2012 9/20/2012 9/20/2012	575.46 360.42 91.71		012908 012908 012908		1,253.03
	I-6407 I-6449 I-6506	R R R	9/20/2012 9/20/2012 9/20/2012	23.01 202.43		012908 012908		
01109	SALVADOR LOERA TRANSPORTATION							
	I-12380 I-12381 I-12382	R R R	9/20/2012 9/20/2012 9/20/2012	369.65 367.25 525.00		012909 012909 012909		1,261.90
02471	Milca Salazar							
	I-090212	R	9/20/2012	24.00		012910		24.00
10286	SIEMENS INDUSTRY, INC.							
	I-900899397	R	9/20/2012	2,826.18		012911		2,826.18
02003	Sostre & Associates							
	I-2013	R	9/20/2012	249.00		012912		249.00

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00215	SOUTHERN CALIFORNIA EDISON							
I-091912	Acct#2237011044	R	9/20/2012	25.09		012913		
I-092012	Acct#2157697889	R	9/20/2012	6,971.90		012913		
I-092012A	Acct#2266156405	R	9/20/2012	220.26		012913		
I-092012B	Acct#2312811532	R	9/20/2012	64.35		012913		7,281.60
00050	STATE OF CALIFORNIA - EDD							
I-L0664290944	UI Insurance Liability	R	9/20/2012	3,280.00		012914		3,280.00
02018	Stoneriver Pharmacy Solutions							
I-081512	DOS 8/15/12 Claim#12-05726	R	9/20/2012	16.29		012915		
I-081512A	DOS 8/15/12 Claim#12-05726	R	9/20/2012	8.53		012915		
I-081512B	DOS 8/15/12 Claim#12-05726	R	9/20/2012	16.25		012915		41.07
01419	TECH DEPOT							
I-B120814238V1	Monitor for Waterpark Office	R	9/20/2012	167.80		012916		167.80
00266	THOMSON WEST							
I-825667870	Government Code Updates	R	9/20/2012	87.94		012917		87.94
02163	Toro Enterprises, Inc.							
I-7534	Senior Canyon Upgrades	R	9/20/2012	114,665.00		012918		114,665.00
01662	TYLER TECHNOLOGIES, INC.							
I-02551575	UB Online Monthly Fees	R	9/20/2012	153.00		012919		153.00
00225	UNDERGROUND SERVICE ALERT							
I-820120092	New Ticket Charges	R	9/20/2012	199.50		012920		199.50
00185	Univar USA Inc							
I-LA804598	Chlorine for Waterpark	R	9/20/2012	1,948.33		012921		1,948.33
00825	USA BLUEBOOK							
I-767858	Ferric/Poly Pump Rebuild Kits	R	9/20/2012	7,057.63		012922		7,057.63
00243	VALLEY EQUIPMENT							
I-10606	Cut Off Wheels for Pipelines	R	9/20/2012	95.99		012923		
I-10609	Cycle Oil for Dist Equip	R	9/20/2012	95.24		012923		191.23
00246	VENTURA COUNTY AIR POLLUTION							
I-1028500	Permit for Garage	R	9/20/2012	535.00		012924		535.00
00258	VENTURA STEEL, INC							
I-131425	Flat Bar for Robles Gates	R	9/20/2012	363.35		012925		
I-131788	Bar for LCRA Maint	R	9/20/2012	48.26		012925		411.61

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01283	Verizon Wireless							
I-1116097824	Dist Ofc Monthly Cell Charges Acct#77062830400001	R	9/20/2012	631.38		012926		
I-1116098678	LCRA Monthly Cell Charges Acct#77232361800001	R	9/20/2012	180.80		012926		812.18
00270	WELLS FARGO BANK							
I-091012	Waders for Fisheries	R	9/20/2012	119.85		012927		
I-091012A	Solar Charger for PIT Tag,Fish	R	9/20/2012	311.80		012927		
I-091012C	Monthly Credit Card Charges	R	9/20/2012	832.49		012927		1,264.14
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-716762100	Sandblast Sand for Pipelines	R	9/20/2012	396.40		012928		396.40
01031	WILDLIFE SUPPLY CO.							
C-221124A	Accrue Use Tax	R	9/20/2012	12.97CR		012929		
D-221124A	Accrue Use Tax	R	9/20/2012	12.97		012929		
I-221124	Aquatic Sampling Equipment	R	9/20/2012	197.01		012929		197.01
00274	JAMES WORD							
I-Aug 12	Reimburse Mileage 8/12	R	9/20/2012	28.86		012930		
I-Jul 12	Reimburse Mileage 7/12	R	9/20/2012	96.02		012930		124.88
02472	Chad Wright							
I-083112	Camping Fee Refund	R	9/20/2012	25.00		012931		25.00
1	Richard D Bleck							
I-000201209070604	TS Refund	R	9/20/2012	70.00		012932		70.00
1	Howard G Hansmeier							
I-000201209180607	TS Refund	R	9/20/2012	42.50		012933		42.50
1	John Hefty							
I-000201209180606	TS Refund	R	9/20/2012	35.00		012934		35.00
00128	INTERNAL REVENUE SERVICE							
I-T1 201209180605	Federal Withholding	D	9/20/2012	22,980.65		092021		
I-T3 201209180605	FICA Withholding	D	9/20/2012	18,470.17		092021		
I-T4 201209180605	Medicare Withholding	D	9/20/2012	5,530.34		092021		46,981.16
00049	STATE OF CALIFORNIA							
I-T2 201209180605	State Withholding	D	9/20/2012	7,490.68		092022		7,490.68

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00187	CALPERS							
	I-PER201209180605	D	9/20/2012	9,995.56		092023		
	I-PRR201209180605	D	9/20/2012	12,095.75		092023		22,091.31

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	124	470,701.20	0.00	470,701.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	76,563.15	0.00	76,563.15
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	127	547,264.35	0.00	547,264.35
BANK: AP	TOTALS:		127	547,264.35	0.00	547,264.35
REPORT TOTALS:			129	547,264.35	0.00	547,264.35

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: September 19, 2012  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Finance Committee Meeting of September 19, 2012

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.**  
Director Bergen and Director Word  
General Manager Steve Wickstrum  
Accounting Manager and Treasurer Denise Collin
2. **Public comments.** None.
3. **Board/Management comments.**  
Director Word inquired regarding the status of the water service agreement with the City of Ventura. The General Manager reported that the City's legal counsel is reviewing the draft agreement. Further, the City has paid the District for the rental water, pursuant to the current agreement.

The Committee addressed Director Word's question regarding checks written to Oregon State University. The question was answered and clarified.

The General Manager informed the Committee of the article in the Ojai Valley News regarding the planned shutdown of the Casitas Gravity Main and request for water use curtailment on Friday, September 21, 2012. Staff is preparing for the action.

4. **Review of the Financial Statement for August 2012.**  
The Committee reviewed the financial statement for August 2012. Water revenues are down from last year's revenues primarily due to the reduction in water sales to the Resale Gravity (City of Ventura). Recreation Revenues appear to be slightly above budget values, noting that the water park revenues exceeded last year's revenues.

The Committee reviewed the project list and clarified the posting of expenses for each project. It was noted that the District received four of the sixteen temporary tanks for the Upper Ojai Reservoir Interior Coating project.

The Committee discussed the current status of investments.

5. **Review of the Water Consumption for July and August 2012.**

The Committee reviewed the water consumption numbers for July and August 2012. There has been a notable reduction of water delivery to Resale Gravity that is the primary difference from last year's numbers. The Resale Pumped numbers have increased due to the decline in other water sources in the Ventura River and Ojai watersheds. This condition will continue until the aquifers are replenished by rainfall.

The Committee suggested that to inform all Board of Directors of current water consumption conditions, the water consumption report be attached to the Finance Committee minutes. For this set of minutes, the current report and last year's report will be attached.

6. **Review of proposed amendment to the Business Ordinance to include a policy on the use of district credit cards.**

The Committee reviewed the revisions to the Business Ordinance that addressed the use of district credit cards and included recommendations provided by Director Kaiser. Section 3f was revised to include a reference to Government Code 8314, which is also referenced in the District's Rules of Conduct and provides for legal remedies for misuse of public resources. This item is to be moved to the Board of Directors for consideration of adoption.



**Consumption Report**

**Water Sales FY 2012-2013 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date		
													2012 / 2013	2011 / 2012	
													Total	Total	
AD Ag-Domestic	364	470												834	794
AG Ag	361	462												823	529
C Commercial	88	95												183	140
DI Interdepartmental	27	4												31	28
F fire	0	0												0	0
I Industrial	1	3												4	15
OT Other	32	30												62	59
R Residential	212	67												279	291
RS - P Resale Pumped	12	21												33	23
RS - G Resale Gravity	139	384												523	1821
TE Temporary	1	1												2	2
<b>Total</b>	1237	1537	0	0	0	0	0	0	0	0	0	0	0	<b>2,774</b>	<b>3,702</b>
<b>Total 2011/2012</b>	1838	1864	1754	1540	1130	807	901	1048	1024	886	615	1248		<b>N/A</b>	<b>14655</b>

3702 AF





**Consumption Report**

**Water Sales FY 2011-2012 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2011 / 2012	2010 / 2011
													Total	Total
AD Ag-Domestic	268	526	401	505	273	192	209	259	253	208	83	455	3632	3097
AG Ag	135	394	322	322	177	117	141	172	158	134	55	304	2431	2042
C Commercial	42	98	78	64	55	13	23	24	33	26	28	60	544	616
DI Interdepartmental	24	4	26	4	14	4	6	3	11	3	9	5	113	135
F fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
I Industrial	7	8	2	3	2	3	1	2	1	5	1	3	38	61
OT Other	21	38	29	27	25	10	5	9	9	18	8	13	212	199
R Residential	183	108	231	113	184	75	111	70	118	73	115	82	1463	1425
RS - P Resale Pumped	13	10	13	8	9	5	7	6	7	7	6	11	102	116
RS - G Resale Gravity	1144	677	651	493	391	388	398	502	433	411	310	313	6111	5850
TE Temporary	1	1	1	1	0	0	0	1	1	1	0	2	9	8
<b>Total</b>	<b>1838</b>	<b>1864</b>	<b>1754</b>	<b>1540</b>	<b>1130</b>	<b>807</b>	<b>901</b>	<b>1048</b>	<b>1024</b>	<b>886</b>	<b>615</b>	<b>1248</b>	<b>14,655</b>	<b>13,549</b>
<b>Total 2010/2011</b>	<b>1799</b>	<b>1966</b>	<b>1669</b>	<b>1903</b>	<b>808</b>	<b>896</b>	<b>647</b>	<b>525</b>	<b>544</b>	<b>444</b>	<b>833</b>	<b>1515</b>	<b>N/A</b>	<b>13549</b>

## CASITAS MUNICIPAL WATER DISTRICT

DATE: September 26, 2012  
TO: Board of Directors  
FROM: Ron Merckling, Water Conservation/Public Affairs Manager  
RE: Regional Landscape Survey and Retrofit Program

### **RECOMMENDATION:**

Staff recommends that the Board of Directors approve an MOU agreement with the City of Oxnard that will provide a matching grant and administration cost commitment not to exceed \$25,118.53 with grant reimbursements totaling \$15,000.00 resulting in a \$10,118.53 out-of-pocket commitment for a Watersheds Coalition of Ventura County Proposition 84 Implementation Grant application for a Regional Landscape Survey and Retrofit grant program. This is a three year grant program and \$12,000 was budgeted in the 2012-13 fiscal year for this program.

### **BACKGROUND AND OVERVIEW:**

Landscape water use in Southern California exceeds over 50% of the urban water usage. This is in part due to landscape irrigation system inefficiencies. Landscape irrigation surveys have been shown to be an effective method for reducing irrigation inefficiencies. The proposed surveys will include the installation of water saving devices, weather-based irrigation controllers (WBICs) and low-precipitation rate nozzles. WBICs automatically adjust irrigation schedules in response to weather conditions providing. Low-precipitation rate nozzles apply irrigation water at a lower rate to allow better infiltration into the soil, reducing runoff and the total amount of water that must be applied to the landscape. By “bundling” a landscape survey program with the direct installation of water saving devices, a group of water agencies working together can take advantage of the interest the customer has in saving both water and money, which is more likely to result in water savings than individual water conservation programs are able to provide.

### **Expected Results**

Similar “bundled” landscape survey and direct installation programs in Southern California have shown water savings as great as 20-30%. A program carried out by Three Valleys Municipal Water District as part of Metropolitan Water District of Southern California’s Enhanced Conservation Program generated water savings of 26% per site, which was over ten acre-feet of water saved per site. While bundled programs have a higher cost per site surveyed, the increased water savings associated with these programs help them remain cost effective. In the same Three Valleys program, the cost per acre-foot saved was estimated to be \$114.

### **Program Outline**

- Agency-identifies (targets) customers based on water use data.
- Agency sends pre-call postcard to customers to introduce them to the program, consultant follows up with a phone call, schedules survey, based on agency’s list of targeted customers.
- Consultant performs landscape survey (outdoor only).
- Customers w/more than 1 acre of irrigated area: direct installation of WBIC and 30 nozzles
  - Follow up visit performed for sites that receive a WBIC to fine tune controller programming and improve likelihood of water savings.

- Consultant informs customer of any additional water conservation programs available in the customer's service area.

**Roles and Responsibilities**

*City of Oxnard (Project Sponsor/Agreement Holder)*

- Provide project information to WCVC for inclusion in regional grant application.
- Procure vendor and manage their contract.
- Manage portion of program occurring in Oxnard's service area.
- Compile regional program data for reporting purposes.
- Coordinate with WCVC regional grant administrator for reporting purposes.
- Meet DWR's AB 1420 compliance requirements.

*Participating Agencies (to include Casitas MWD)*

- Formally agree to participate with Oxnard (MOU, etc.).
- Participate in vendor review & selection.
- Provide supporting data necessary to implement and carryout program in their service area to Oxnard and consultant.
- Pay for a share of the program costs proportionate to agency's level of participation in the program plus minor administrative costs.
- Provide any data required for reporting to Oxnard in a timely manner.
- Not required to meet AB 1420 compliance requirements to participate in this program.

**Casitas MWD Three Year Cost Share**

Total Program Cost	\$20,000.00
Grant Administration	\$531.39
Project Administration	\$2,000
Grant Application	\$2,518.53
Total Contribution	\$25,049.92
25% Matching	\$5,000

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

**Between the City of Oxnard on one hand and the City of Camarillo, City of Simi Valley/Ventura County Water Works District No. 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District on the other hand**

This Proposition 84 Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Oxnard (“City”) on one hand and the City of Camarillo, City of Simi Valley/Ventura County Water Works District No. 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District (collectively the “Project Participants”) on the other hand, regarding the approved grant funded project component known as the Ventura County Regional Urban Landscape Efficiency Program (“Landscape Efficiency Program”).

WHEREAS, the Watersheds Coalition of Ventura County (“Watersheds Coalition”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County and submitted a grant application to the State of California Department of Water Resources (“State”) for a Proposition 84 IRWM Implementation Grant (“Grant”) for water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various public agencies in Ventura County with authority and responsibility for water facilities and programs;

WHEREAS, the Grant application submitted by the Watersheds Coalition includes a request for Grant funds to be used for the Landscape Efficiency Program;

WHEREAS, the State has approved the Grant application of the Watersheds Coalition but requires that a “Grant Agreement” be entered into with a single eligible Grant recipient that is a member of the Watersheds Coalition;

WHEREAS, the County of Ventura (“County”) is a member of the Watershed Coalition, is an eligible Grant recipient, is willing to serve as the single grantee under the Grant Agreement with the State, is willing to act, with the assistance of a contractor, as the administrator of the Grant, has assigned City to be the “Local Project Sponsor” of the Landscape Efficiency Program, and has delegated its grantee responsibilities for use of Grant funds for the Landscape Efficiency Program to City;

WHEREAS, City is a member of the Watershed Coalition, is an eligible Grant recipient, is a participant in the Landscape Efficiency Program, is willing to serve as the Local Project Sponsor for the Landscape Efficiency Program under a “Subgrant Agreement” with County, and is willing to act as grantee for use of Grant funds for the Landscape Efficiency Program;

WHEREAS, County will be incurring administrative costs in the implementation of the Landscape Efficiency Program;

WHEREAS, City and the Project Participants are willing to pay their shares of County’s costs in administering the Grant funds to be used for the Landscape Efficiency Program; and

WHEREAS, City and the Project Participants are willing to meet all requirements under the Grant Agreement for Grant funds to be used for the Landscape Efficiency Program, including providing matching funds or in-kind match activities.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY CITY AND THE PROJECT PARTICIPANTS THAT:

1. City shall act as the Local Project Sponsor for the Proposition 84 Ventura County Regional Urban Landscape Efficiency Program, and shall, as an eligible Grant recipient, enter into subgrant agreements with the Project Participants to implement the Landscape Efficiency Program and to administer Grant requirements for this program.

2. a) City shall provide its share of its total contribution, and each Project Participant agrees to pay to City its share of its total contribution, to the Landscape Efficiency Program, as set forth in Exhibit 1 attached hereto and incorporated by this reference. City shall provide 1/3 of its total contribution toward the Landscape Efficiency Program and each Project Participant shall pay 1/3 of its total contribution, less Grant application costs, to City on or before December 1, 2012. Thereafter, City shall provide and each Project Participant shall pay 1/3 of its total contribution, less Grant application costs, to City on or before July 15, 2013, and the final 1/3 of its total contribution, less Grant application costs, to City on or before July 15, 2014. Such contributions shall not be returned or refunded, except as set forth in Paragraph 3.

b) Notwithstanding paragraph 2.a., if a Project Participant withdraws its participation in the Landscape Efficiency Program because funds have not been allocated to the Program for fiscal year 2013-2014 or for fiscal year 2014-2015 due to budgetary issues, the Project Participant must notify City of its withdrawal in writing at least 30 days prior to the beginning of the applicable fiscal year. If a Project Participant withdraws its participation in the Program pursuant to this subsection, no additional administrative fees or costs resulting therefrom will be assessed or transferred to City or the remaining Project Participants.

3. City shall reimburse 75% of Total Program Costs, as set forth in Column A of Exhibit 1 attached hereto and incorporated by this reference, with Grant funds to Project Participants respectively, for work on Landscape Efficiency Program activities completed in compliance with

the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from County, which will receive such funds from the State.

4. City shall timely submit to County invoices and reports to meet the accounting, reporting, and other requirements in the Grant Agreement for the Landscape Efficiency Program.

5. City shall maintain accounts for the Landscape Efficiency Program in accordance with the Grant Agreement.

6. a) City and the Project Participants shall carry out, build, and/or perform the Landscape Efficiency Program in accordance with all requirements for the Landscape Efficiency Program set forth in the Grant Agreement, attached hereto as Exhibit 2 and incorporated herein by this reference. City and the Project Participants shall fulfill all assurances, declarations, representations, and commitments made by City and the Project Participants in support of City's and the Project Participants' requests for Grant funds.

b) As City is acting as the Local Project Sponsor under the Subgrant Agreement with the County, attached hereto as Exhibit 3 and incorporated herein by this reference, Project Participants' questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to City's representatives for resolution with County and the State.

7. a) City and the Project Participants shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services, as set forth in Exhibit 1 attached hereto and incorporated by this reference, for the Landscape Efficiency Program. City, as Local Project Sponsor, shall provide all necessary environmental review and obtain all required permits for the Landscape Efficiency Program.

b) City and the Project Participants agree that the initial budget for the Landscape Efficiency Program, including administrative fees and Grant application fees, is \$1,458,018.98. This budget may be adjusted in accordance with the Grant Agreement.

8. a) To the extent permitted by law, the Project Participants shall join City, with each party assuming an equal share of any and all costs, in fully indemnifying, defending, and holding County, its officers, employees, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys' fees, judgments, awards, or liabilities arising out of the City's and the Project Participants' work on the Landscape Efficiency Program.

b) To the extent permitted by law, each Project Participant shall fully indemnify, defend, and hold City, its City Council, officers, employees, contractors, and agents and the remaining Project Participants, their governing bodies, officers, employees, contractors, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards, or liabilities arising out of any acts or omissions related to this Agreement performed by that Project Participant or its agents, employees, or contractors. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the Project Participant or its agents, employees, contractors, or other persons acting on that Project Participant's behalf would be held strictly liable.

c) To the extent permitted by law, City shall fully indemnify, defend, and hold each Project Participant, its governing body, officers, employees, contractors, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards, or liabilities arising out of any acts or



omissions related to this Agreement performed by City or its agents, employees, or contractors. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or its agents, employees, contractors, or other persons acting on City's behalf would be held strictly liable.

9. City guarantees that all monies it receives for the Landscape Efficiency Program from County via the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in the Grant Agreement between the State and County, the Subgrant Agreement between County and City, and this Agreement for the Landscape Efficiency Program; provided, however, that City shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentations.

10. Project Participants acknowledge that the Grant funds from the State for the Landscape Efficiency Program may not be sufficient to meet incurred expenses by Project Participants.

11. a) City does not guarantee or warrant that it will pay any invoice submitted by a Project Participant until monies for approved invoices have actually been transmitted by the State to County and by County to City. City assumes no liability to any Project Participant for any delays by the State in approval or transmittal of Grant monies to County or for any delays by County in transmittal of Grant monies to City.

b) Each Project Participant agrees that it shall return any audit disallowance related to the Landscape Efficiency Program to City for transmission to County for transmission to the State.

12. It is agreed by the parties that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, then this Agreement shall be of no force and effect and shall terminate if the Subgrant Agreement is cancelled by County or if the Grant Agreement is cancelled by the State. In these events, except for those monies already received from the State via County and approved for payment for work on the Landscape Efficiency Program, City shall have no liability to transmit any monies for work on the Landscape Efficiency Program to Project Participants.

13. Upon completion of construction or performance of the Landscape Efficiency Program or termination of this Agreement, City shall: 1) disburse to Project Participants any remaining sums of money in the account approved by the State for payment to Project Participants, which have not already been disbursed by City to Project Participants, and 2) distribute pro rata refunds to Project Participants of unexpended administrative cost contributions.

14. a) City and the Project Participants shall proceed with all reasonable diligence in the commencement and completion of the Landscape Efficiency Program.

b) City shall proceed with all reasonable diligence in: (i) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for the Landscape Efficiency Program; and (ii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred for the Landscape Efficiency Program.

15. City shall not be obligated to recognize any assignment of this Agreement by any Project Participant to any third party, except as agreed to in writing by City and all other Project Participants.

16. Should any provision of this Agreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Agreement.

17. This Agreement is only for the benefit of the parties and not for the benefit of any third party, other than County and the State.

18. The signature of the City Manager, General Manager, Director, or their designee, as applicable, on the requests for payment to City submitted by a Project Participant shall conclusively and finally establish the right of City to draw checks as so requested, subject to City's performance of its responsibilities as Local Project Sponsor, subject to County's performance of its responsibilities as grantee pursuant to the Grant Agreement, subject to the State's transmittal of Grant monies to County for the Landscape Efficiency Program, and subject to County's transmittal of Grant monies to City for the Landscape Efficiency Program. Changes to authorized signatures shall be accomplished by written notice from a Project Participant to City.

19. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of any Project Participant and City. The Project Participants agree to be fully responsible to City for the acts and omissions of their contractors, subcontractors, and persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by the Project Participants. The Project Participants' obligations to pay their contractors and subcontractors is independent of the obligation of the State to transmit monies to County, County's obligation to transmit monies to City, and City's obligation to

transmit monies to the Project Participants. As a result, City shall have no obligation to pay monies to any contractor or subcontractor of any Project Participant.

20. The term of this Agreement shall be the same as, and coincide with, the term of the Subgrant Agreement between County and City.

21. This Agreement shall terminate upon the earlier of: (i) written notice from the State to County and from County to City of insufficient appropriations and cancellation of the Grant Agreement between State and County and of the Subgrant Agreement between County and City; or (ii) City's disbursement of all monies for the Landscape Efficiency Program pursuant to this Agreement by June 30, 2016.

22. For five years after completion of the Landscape Efficiency Program or as otherwise required by the Grant Agreement, City shall retain a copy of records of: (i) City deposits into and disbursements from accounts for the Landscape Efficiency Program; (ii) requests for payment received from the Project Participants; and (iii) City inspection of Project Participants' requests for payment on the Landscape Efficiency Program. Upon prior written request from the State, County, or any Project Participant, City shall provide the State, County, or Project Participant reasonable access to inspect such records on City premises during normal business hours.

23. Each of the parties represents and warrants that each person signing this Agreement on behalf of any of the parties has legal authority to sign this Agreement and bind that party.

24. Notice pursuant to this Agreement shall be sent by United States mail and by facsimile transmission to the following representatives for the parties:

City: City of Oxnard  
Anthony Emmert  
305 West Third St.,  
Oxnard, California 93030

Project Participants:

City of Camarillo  
Tom Smith  
601 Carmen Drive  
Camarillo, California 93010

City of Simi Valley/Ventura County Water Works District No. 8  
Wanda Moyer  
2929 Tapo Canyon Road  
Simi Valley, California 93063

Camrosa Water District  
Tamara Sexton  
7385 Santa Rosa Road  
Camarillo, California 93012

Casitas Municipal Water District  
Ron Merklng  
1055 Ventura Avenue  
Oak View, California 93022

Ventura County Water Works District Nos. 1, 17, 19 and the Lake  
Sherwood Community Services District  
Bill Lykins  
6767 Spring Road  
Moorpark, California 93021

The parties may change representatives upon written notice to City.

25. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

26. This Agreement will be considered binding and effective when it has been fully executed by all parties. This Agreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Agreement.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Agreement, the parties voluntarily affix their signatures below.

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF OXNARD

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO INSURANCE

\_\_\_\_\_  
Daniel Martinez, City Clerk

\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT

\_\_\_\_\_  
Alan Holmberg, City Attorney

\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Rob Roshanian, Interim Public Works Director

\_\_\_\_\_  
Anthony Emmert, Water Resources Manager

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF CAMARILLO

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Bruce Feng, City Manager

Agreement No. A-7531

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CAMROSA WATER DISTRICT

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Al E. Fox, President



**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CASITAS MUNICIPAL WATER DISTRICT

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Russ Baggerly, President of the Board

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

VENTURA COUNTY WATER WORKS DISTRICT  
NOS. 1, 17, 19 AND THE LAKE SHERWOOD  
COMMUNITY SERVICES DISTRICT

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Reddy Pakala, Director, Water and Sanitation Department

**PROPOSITION 84  
VENTURA COUNTY REGIONAL URBAN LANDSCAPE  
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF SIMI VALLEY

---

Ky Spangler, Interim Assistant City Clerk/  
District Secretary

---

Robert O. Huber, Chair of the Ventura  
County Waterworks District No. 8

APPROVED AS TO FORM:

---

Marjorie Baxter, District Counsel

APPROVED AS TO CONTENT:

---

Laura Behjan, District Manager

---

Connie Hennes-Baird  
Interim Director of Administrative Services

---

Ronald K. Fuchiwaki, Director  
Department of Public Works

**EXHIBIT 1**

<u>Project Participants</u>	<u>Total Program Cost (A)</u>	<u>Grant Administration (B)</u>	<u>Project Administration (10% Total Program Cost) (C)</u>	<u>Grant Application Cost (D)</u>	<u>Total Contribution (A+B+C+D)</u>	<u>25% Grant Matching Funds (25% of A)</u>
City of Simi Valley/Ventura County Water Works District No. 8	\$150,000.00	\$3,985.41	\$15,000.00	\$2,518.53	\$171,503.94	\$37,500.00
Camrosa Water District	\$98,370.00	\$2,613.63	\$9,837.00	\$2,518.53	\$113,339.16	\$24,592.50
City of Camarillo	\$223,428.00	\$5,936.34	\$22,342.80	\$2,518.53	\$254,225.67	\$55,857.00
City of Oxnard	\$600,000.00	\$15,941.62	\$60,000.00	\$2,518.53	\$678,460.15	\$150,000.00
Casitas Municipal Water District	\$20,000.00	\$531.39	\$2,000.00	\$2,518.53	\$25,049.92	\$5,000.00
Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District	\$189,000.00	\$5,021.61	\$18,900.00	\$2,518.53	\$215,440.14	\$47,250.00
<b>Totals:</b>	<b>\$1,280,798.00</b>	<b>\$34,030.00</b>	<b>\$128,079.80</b>	<b>\$15,111.18</b>	<b>\$1,458,018.98</b>	<b>\$320,199.50</b>

Allocation of grant funds was based on the desired level of participation of each project participant.

## CASITAS MUNICIPAL WATER DISTRICT

DATE: September 26, 2012  
TO: Board of Directors  
FROM: Ron Merckling, Water Conservation/Public Affairs Manager  
RE: Proposition 84 Agricultural Survey Financial Assistance

### **RECOMMENDATION:**

Staff recommends that the Board of Directors approve a commitment to fund a cost share component of Ventura County Resource Conservation District (VCRC) Proposition 84 Agricultural Water Quality Grant Program Mobile Irrigation Laboratory program. The dollar amount for this commitment will be included in Casitas' 2013-14 fiscal budget.

### **BACKGROUND AND OVERVIEW:**

Agricultural surveys are considered best management practices for agricultural water purveyors to provide. Assisting the VCRC with their survey program for Casitas' customers by providing additional incentives for agricultural customers to invest in higher efficiency equipment will help reduce irrigation demand.

### **Program Outline**

Casitas will market the program to Casitas' agricultural customers. The VCRC will follow up with qualifying agricultural candidates. After a survey is completed, the applicant will purchase and install recommended irrigation efficiency and nutrient management equipment. Applicant will record monthly water usage and for six months or for one irrigation season after the installation of the equipment. After a follow-up survey, review of equipment receipts, invoices, and recorded irrigation data, the VCRC will reimburse the applicant accordingly:

- 50% for eligible equipment costs, up to \$1,500, for agricultural operations less than 100 acres
- 50% of eligible equipment costs, up to \$5,000, for agricultural operations over 100 acres
- Additional 25% coverage of eligible equipment costs, up to \$1,000, if a higher distribution uniformity is achieved, as indicated in the follow up evaluation
- Additional 25% coverage of eligible equipment costs, up to \$1,000, if applicant can prove that water usage has decreased at least 10 percent as compared with historical usage
- *Casitas will provide an additional 25% for eligible equipment costs and 100% for sensors and other equipment considered to highly impact efficiency, up to \$750 for less than 100 acres*
- *Casitas will provide an additional 25% for eligible equipment costs and 100% for sensors and other equipment considered to highly impact efficiency, up to \$1,500 for greater than 100 acres*
- *Casitas' funding will be based on first come first served basis and on the availability of funds*

Casitas will be provided with follow-up reports on participating customers receiving funds from Casitas so that the program can be evaluated for its effectiveness in increasing water efficiency utilizing a cost and benefit analysis. Since the follow-up surveys will not occur until after an

irrigation season, none of Casitas funds can be expended until the 2013-14 Fiscal Year. It is anticipated that \$10,000 will be proposed for the 2013-14 Casitas budget for this purpose.

# CASITAS MUNICIPAL WATER DISTRICT

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

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

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

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

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

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

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

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

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

2. Purchase of Materials, Supplies, and Services. The General Manager is hereby authorized to execute purchase orders and contracts not exceeding \$20,000.00 without prior Board approval, provided that this limitation shall not apply to replenish warehouse stores stock. Purchases for this purpose shall be made in an amount equal to but not exceeding an amount necessary to maintain the minimum quantities of stock on hand as determined by the General Manager to be economical and necessary for Casitas' needs. All purchases in excess of \$300 shall normally be supported by an executed purchase order or contract, and all proposed expenditures shall be verified to ascertain that provision has been included in the budget for the activity or expense intended. Exceptions might be an emergency situation, an order that does not arrive on time, the need for supplies that are not in the warehouse, or services that need to be performed in order to determine what needs to be replaced and/or repaired. In these instances, an invoice and requisition will be

furnished that fully explains the reason for not following normal procedures along with the approval of the supervisor who accepts responsibility for incurring the expenditures. The General Manager may delegate to the Accounting Manager authority to execute individual purchase orders up to \$1,000.

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

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

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

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

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

**3. Credit Cards. The General Manager may acquire business credit cards issued in the name of the District for designated use by the General Manager and/or the Assistant to the General Manager, and business credit cards authorized and controlled by the General Manager for purchases at vendors (i.e., Sears, Home Depot). The credit cards may be used at the sole discretion and approval of the General Manager and/or the Assistant to the General Manager only for the official business of the District, such as business travel, business expenditures and vendor payments, within the limits set forth by District ordinance or credit card limit, whichever is less.**

a. **The credit cards are not to be given or loaned to others, regardless of the circumstances. If credit card(s) are lost, stolen or if there is a billing dispute or unauthorized use, the cardholder must advise the credit card company and the Accounting Manager/Treasurer immediately. A disputed item must be noted on the cardholder's Statement of Account so it will not be paid until the problem is resolved and the cardholder shall immediately notify the card issuer of such dispute.**

b. **No members of the Board of Directors will be issued credit cards.**

c. **Administration shall safeguard all documents that contain credit card information pursuant to the Identity Theft Prevention Program.**



**d. Cardholders may not use their credit card for cash advances from banks, credit unions or automatic teller machines. This prohibition similarly extends to cash equivalents such as bank checks, traveler's checks and electronic cash transfers.**

**e. Receipts for all credit card expenditures must be promptly turned into the Accounts Payable along with the credit card monthly statement and appropriate budget account number by each transaction. Any receipts for meals or entertainment must clearly indicate the names of all persons attending the meal and the business purpose of the meeting. An audit of the cardholder purchases will occur on a monthly basis by Accounts Payable.**

**f. Misuse of the credit card or noncompliance with this ordinance, as determined by the General Manager, may result in the revocation of the credit card and its privileges. Misuse may also result in employee discipline, up to and including termination and may be subject to the provisions and penalties of Government Code 8314.**

**g. Employees that are separating from service with the District must cancel and turn in the District-issued purchasing credit card prior to the last day of employment.**

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

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

5. Disbursements. Routine financial obligations of Casitas shall be paid from a special fund designated as the "Payables Fund Account" established in a bank designated by the Board of Directors. Funds in the payables fund account shall be replenished from time to time from the general funds account in order to enable Casitas to meet its routine fiscal obligations. The General Manager shall assure that checks made from the General Fund to replenish the "Payables Fund Account" shall not exceed the total amount of the bi-monthly payables list. Disbursements from the payables fund account shall be authorized:

- a. By a check signed by any combination of the following two electronic or actual signatures:
  - The General Manager, Accounting Manager, Assistant to the General Manager and any member of the Board of Directors.

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

An audit of all claims against Casitas shall be made prior to presentation of the checks for signature. Such audit shall consist of a verification as to accuracy and completeness of all documents supporting payment; i.e., copy of purchase order, executed receiving and inspection report, and vendor's invoice or statement. Should a vendor not honor Casitas purchase orders but provide the lowest price for an item, the General Manager may issue a payables check to the vendor

for the item receiving in return an invoice for the item for audit purposes. Reimbursable personal expense claims shall be approved by the General Manager. Personal expenditures for which reimbursement may be claimed shall include only expenses incurred while an employee, officer, or director is acting in his official capacity as a Casitas representative. All claims for reimbursement must be for goods or services which are ordinary and necessary for the fulfillment of Casitas duties, and such expenses shall, where practicable, be documented by checks, receipts, or other evidence, such evidence to be submitted at the time request for reimbursement is made.

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

b. A petty cash fund of \$800 shall be maintained, and expenditures may be made from this fund only for individual expenditures not in excess of \$75.00. Expenditures may be made for postage, freight and express bills, invoices for materials, reimbursement of personal expenses, meal allowances, and in payment of encroachment permit fees, licenses, or other charges levied by a county, state agency, public utility, or railroad company in connection with the granting to Casitas of rights in property owned or controlled by such grantors and other similar purposes.

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

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

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

(2) By a check signed by any combination of the following two signatures:

- The General Manager, Accounting Manager, Assistant to the General Manager and any member of the Board of Directors.

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

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

The payroll register shall be used as the voucher authorization list for payroll

disbursements. Each list shall be certified correct by the Casitas Accounting Manager and submitted to the Board of Directors for ratification. Signatures of a majority of the Board members on the voucher list shall constitute Board approval.

The Accounting Manager shall be responsible for the password security within the Incode Accounting Software for check signing digital signatures. This password will be required to be entered into the system by the Accounting Manager or Assistant to the General Manager before each check writing batch for all funds. A payroll check register shall be maintained to keep a record of all checks written.

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

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

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

7. Bidding Requirements. The General Manager is directed to establish a bidding procedure for the District. For purchases up to \$75 no requisition is required. From \$76 to \$1,000 one informal written bid is required; from \$1,001 to \$34,999 three informal written bids are required; \$35,000 and over requires formal bids consisting of written specs of goods and services with written bid after appropriate public notice.

a. Bidding Requirements for Small Projects: If, in the opinion of the General Manager, it is difficult for the District to obtain bids for small jobs, the General Manager may award purchase orders for work at a cost equal to or less than \$5,000 if the following requirements are met:

- There are funds available in the unencumbered budget for the work.
- An estimate is made by staff of the cost of the work before the Purchase Order is issued.
- The work can be completed on a time-and-materials basis.
- The District is provided a bill detailing the cost of time and materials.

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

- Only one available supplier with no available competition.
- Equipment that was purchased with bidding competition but support, spare parts and repairs have to be provided by factory reps with protected territory.

- Services that have been bid out and results have been damaging to Casitas.
- Products used to maintain system standard when significant spare parts inventories need to be maintained and readily available.
- Utility Companies with which you have to work.
- Purchases that require significant staff time to get to the location to conduct the business in comparison to the cost of item.
- Agreements on Deposits
- Sources to Call in Emergencies

8. Permits. It shall be the general policy of the Board of Directors of Casitas Municipal Water District not to get permits from other public agencies, which are exempted by Governmental Code Section 53091, or for recreation due to its federal enclave status. However, Casitas shall get permits where, in the opinion of the Board of Directors, it is appropriate to do so.

ADOPTED this        day of September, 2012.

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Russ Baggerly, President  
Casitas Municipal Water District

ATTEST:

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Bill Hicks, Secretary  
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: September 21, 2012

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Agreement for Provision of Legal Services - Rutan & Tucker, LLP

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the Agreement for Provision of Legal Services between Casitas Municipal Water District and Rutan & Tucker, LLP.

**BACKGROUND**

The District has determined that the services of the law firm of Rutan & Tucker and attorney Jeffrey Oderman will be beneficial in the securing of legal advice and assistance regarding the potential acquisition of Golden State Water Company's system in the area of the City of Ojai. The District has worked with Rutan & Tucker in the past and in particular Mr. Oderman and the District has determined their competence and expertise in such matters.

Attachment

## **RUTAN & TUCKER, LLP**

### **AGREEMENT FOR PROVISION OF LEGAL SERVICES**

This AGREEMENT FOR PROVISION OF LEGAL SERVICES ("Agreement") is dated for reference purposes as of the 24th day of February, 2012, and is being entered into by and between RUTAN & TUCKER, LLP, a limited liability partnership including professional corporations ("Attorney"), and CASITAS MUNICIPAL WATER DISTRICT ("Client").

#### **1. Scope of Agreement**

Client retains Attorney to provide the following legal services: legal advice and assistance regarding the potential acquisition by Client of the Golden State Water Company water system in and around the City of Ojai, California. Other services can be provided on an as-needed and as-requested basis. Attorney hereby designates Jeffrey M. Oderman, a partner of Attorney, as the lead counsel to provide legal services under this Agreement. Lead counsel may after consultation with client utilize the services of other partners, associates or staff of Attorney in connection with services to be undertaken under this Agreement.

#### **2. Duties of Attorney and Client**

Attorney shall provide those legal services reasonably required to represent Client in the matters described in Paragraph 1 of this Agreement, including but not limited to preparation of agreements and instruments, review of Client documents and applicable laws, legal research, Client conferences, and attendance at conferences with third parties when reasonably required by Client. Attorney shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

Client shall cooperate with Attorney, keep Attorney informed of all developments, documents, or facts that would affect the provision of Attorney's services described in Paragraph 1 of this Agreement, perform all obligations Client has agreed to perform under this Agreement, and pay in a timely manner all of Attorney's statements for services performed and costs incurred.

#### **3. Billing Rates**

Client agrees to pay for Attorney's legal services for all work performed by Attorney at the hourly rate of Three Hundred Twenty-Five Dollars (\$325) for attorney services and Attorney's normal hourly billing rates for paralegals, document clerks, and other timekeepers. Normal secretarial, accounting, and administrative staff support services shall not be billed to Client. The \$325 per hour billing rate for attorney services is subject to periodic adjustment on January 1 of each year that services are performed for

Client commencing January 1, 2013, with the amount of each such annual adjustment not to exceed five percent (5%) above the rate in effect in the prior year.

If Attorney is required to perform services arising out of its representation of Client pursuant to this Agreement, including without limitation responding to subpoenas or requests to produce documents, responding to inquiries from Client's auditors, or otherwise, Client agrees to pay for such services at the same rates as are provided herein, including any such services that are provided after the termination of this Agreement.

#### **4. Costs and Expenses**

Client shall reimburse Attorney for all actual costs and expenses incurred by Attorney, including but not limited to long-distance and mobile telephone calls; messenger and other delivery fees; postage in excess of \$1.00 per item; reasonable facsimile charges (transmission only, not receipt); photocopying; reasonable travel expenses (with air fare not to exceed standard coach rates); parking and tolls; mileage at 55.50 per mile for automobile travel by Attorney's associates and staff (but excluding Attorney's partners); charges for computer research and text editing; charges for clerical staff overtime necessitated by Client's (but not Attorney's) time demands; and litigation costs including, but not limited to, filing fees, court reporter fees, expert witness fees (to the extent the same are advanced by Attorney on Client's behalf, but with the understanding that Attorney is not authorized to retain expert witnesses without Client's prior approval), exhibit preparation costs, and the like. In addition, if Attorney anticipates incurring out-of-pocket costs in excess of a cumulative total of Five Hundred Dollars (\$500), Attorney may request that Client pay such costs and expenses directly.

#### **5. Statements**

Client shall be responsible for payment of the entire invoice(s) transmitted by Attorney for services rendered and costs incurred. Attorney shall send Client a statement for fees and costs incurred on a monthly basis. Attorney's statements shall clearly indicate the basis thereof, including the amount, rate, and basis of calculation of Attorney's fees.

Client shall notify Attorney promptly in writing if Client disputes any entry for legal services or costs on any statement; and if Client fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Attorney and Client.

In general, Attorney's billing statements shall be due and payable within thirty (30) days after receipt. In the event any statement remains unpaid past the due date(s) specified herein, interest thereon at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less, shall be due and payable from the date of the statement until the date of ultimate payment of the statement and all accrued interest.

#### **6. Disclaimer of Guarantee**

Attorney has made no representations, promises, warranties, or guarantees to Client, express or implied, regarding the outcome of Client's matters, and nothing in this

Agreement shall be construed as such a representation, promise, warranty, or guarantee. In addition, Attorney has made no representations, promises, warranties, or guarantees to Client, express or implied, regarding the amount that Client will incur for attorney's fees and costs in this matter, as those amounts will depend upon numerous factors that cannot be predicted as of the date of this Agreement, including the negotiating positions of third parties, the complexity of the issues as they develop, and the nature and extent of research and document preparation required.

**7. Termination or Conclusion**

Client may discharge Attorney at any time, with or without cause, by written notice to Attorney. Attorney and Client shall each execute any documents reasonably necessary to complete Attorney's discharge or withdrawal. Attorney shall, upon request therefor by Client and subject to Client's payment of Attorney's copying costs at the rate provided for herein, deliver Client's file to Client at or after the termination or conclusion of Attorney's services.

Upon the termination or conclusion (by discharge or by withdrawal) of Attorney's services hereunder, all unpaid charges for services rendered and costs incurred or advanced through the date of termination or conclusion shall become immediately due and payable.

**8. Errors and Omissions Insurance**

In accordance with the requirements of California Business & Professions Code § 6148, Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered as contemplated by this Agreement

**9. Client Consent to Attorney's Concurrent Representation of City of Ojai; Waiver of Conflict of Interest**

Attorney currently represents the City of Ojai ("City") with respect to the same subject 2 matter addressed in this Agreement. The City has previously agreed that Attorney may represent Client as well and the City has waived any conflict of interest with respect thereto attached as Exhibit A. Client understands and believes that if Client's acquisition of the Golden State Water Company water or system in and around the City of Ojai is going to proceed, the City and Client will be acting cooperatively and will not be adverse to one another's interests. Accordingly, by its approval and execution of this Agreement, Client consents to Attorney's concurrent representation of the City and Client waives any conflict of interest that may arise from such concurrent representation. Prior to providing such consent and waiver, Client has had an opportunity to consult with its own independent counsel regarding the same.



**10. Integration**

This Agreement represents the entire understanding of Attorney and Client as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. Except for the modification or adjustment of billing rates as set forth in Paragraph 3 hereinabove, this Agreement may not be modified, altered, or amended except in writing by Attorney and Client.

**RUTAN & TUCKER, LLP**

**CASITAS MUNICIPAL WATER  
DISTRICT**

By: \_\_\_\_\_  
Jeffrey M. Oderman, Partner

By: \_\_\_\_\_  
Steven W. Wickstrum, General  
Manager

## **EXHIBIT A**

### **AGREEMENT FOR PROVISION OF LEGAL SERVICES**

This AGREEMENT FOR PROVISION OF LEGAL SERVICES ("Agreement") is dated for reference purposes as of the 19th day of September, 2011, and is being entered into by and between RUTAN & TUCKER, LLP, a limited liability partnership including professional corporations ("Attorney"), and CITY OF OJAI ("Client").

#### **1. Scope of Agreement**

Client retains Attorney to provide the following legal services: legal advice and assistance regarding the potential acquisition by the Casitas Municipal Water District of the Golden State Water Company water system in and around the City of Ojai, California, including the role Client might play in such an acquisition and transfer of operations. Other services can be provided on an as-needed and as-requested basis. Attorney hereby designates Jeffrey M. Oderman, a partner of Attorney, as the lead counsel to provide legal services under this Agreement; provided, however, that the lead counsel shall have the discretion to utilize the services of other partners, associates, or staff of Attorney in connection with services to be undertaken under this Agreement. Notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall Attorney be authorized to bill and in no event shall Client be obligated to pay in excess of Five Thousand Dollars (\$5,000) for the services to be provided by Attorney to Client pursuant to this Agreement (the "Maximum Budget Amount") unless an authorized representative of Client notifies Attorney in writing that the Maximum Budget Amount has been increased (and, in such event, Attorney shall not be authorized to bill Client and Client shall not be obligated to pay in excess of any then-authorized increase of the Maximum Budget Amount).

#### **2. Duties of Attorney and Client**

Attorney shall provide those legal services reasonably required to represent Client in the matters described in Paragraph 1 of this Agreement, including but not limited to preparation of agreements and instruments, review of Client documents and applicable laws, legal research, Client conferences, and attendance at conferences with third parties when reasonably required by Client. Attorney shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

Client shall cooperate with Attorney, keep Attorney informed of all developments, documents, or facts that would affect the provision of Attorney's services described in Paragraph I of this Agreement, perform all obligations Client has agreed to perform under this Agreement, and pay in a timely manner all of Attorney's statements for services performed and costs incurred,

### **3. Billing Rates**

Client agrees to pay for Attorney's legal services for all work performed by Attorney at the hourly rate of Three Hundred Twenty-Five Dollars (\$325) for attorney services and Attorney's normal hourly billing rates for paralegals, document clerks, and other timekeepers. Normal secretarial, accounting, and administrative staff support services shall not be billed to Client. The \$325 per hour billing rate for attorney services is subject to periodic adjustment on January 1 of each year that services are performed for Client commencing January 1, 2012, with the amount of each such annual adjustment not to exceed five percent (5%) above the rate in effect in the prior year.

If Attorney is required to perform services arising out of its representation of Client pursuant to this Agreement, including without limitation responding to subpoenas or requests to produce documents, responding to inquiries from Client's auditors, or otherwise, Client agrees to pay for such services at the same rates as are provided herein, including any such services that are provided after the termination of this Agreement.

### **4. Costs and Expenses**

Client shall reimburse Attorney for all actual costs and expenses incurred by Attorney, including but not limited to long-distance and mobile telephone calls; messenger and other delivery fees; postage in excess of \$1.00 per item; reasonable facsimile charges (transmission only, not receipt); photocopying; reasonable travel expenses (with air fare not to exceed standard coach rates); parking and tolls; mileage at 55.5¢ per mile for automobile travel by Attorney's associates and staff (but excluding Attorney's partners); charges for computer research and text editing; charges for clerical staff overtime necessitated by Client's (but not Attorney's) time demands; and litigation costs including, but not limited to, filing fees, court reporter fees, expert witness fees (to the extent the same are advanced by Attorney on Client's behalf, but with the understanding that Attorney is not authorized to retain expert witnesses without Client's prior approval), exhibit preparation costs, and the like. In addition, if Attorney anticipates incurring out-of-pocket costs in excess of a cumulative total of Five Hundred Dollars (\$500), Attorney may request that Client pay such costs and expenses directly.

### **5. Statements**

Client shall be responsible for payment of the entire invoice(s) transmitted by Attorney for services rendered and costs incurred. Attorney shall send Client a statement for fees and costs incurred on a monthly basis. Attorney's statements shall clearly indicate the basis thereof, including the amount, rate, and basis of calculation of Attorney's fees.

Client shall notify Attorney promptly in writing if Client disputes any entry for legal services or costs on any statement; and if Client fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Attorney and Client.

In general, Attorney's billing statements shall be due and payable within thirty (30) days after receipt. In the event any statement remains unpaid past the due date(s)

specified herein, interest thereon at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less, shall be due and payable from the date of the statement until the date of ultimate payment of the statement and all accrued interest.

**6. Disclaimer of Guarantee**

Attorney has made no representations, promises, warranties, or guarantees to Client, express or implied, regarding the outcome of Client's matters, and nothing in this Agreement shall be construed as such a representation, promise, warranty, or guarantee. In addition, Attorney has made no representations, promises, warranties, or guarantees to Client, express or implied, regarding the amount that Client will incur for attorney's fees and costs in this matter, as those amounts will depend upon numerous factors that cannot be predicted as of the date of this Agreement, including the negotiating positions of third parties, the complexity of the issues as they develop, and the nature and extent of research and document preparation required,

**7. Termination or Conclusion**

Client may discharge Attorney at any time, with or without cause, by written notice to Attorney. Attorney and Client shall each execute any documents reasonably necessary to complete Attorney's discharge or withdrawal. Attorney shall, upon request therefor by Client and subject to Client's payment of Attorney's copying costs at the rate provided for herein, deliver Client's File to Client at or after the termination or conclusion of Attorney's services.

Upon the termination or conclusion (by discharge or by withdrawal) of Attorney's services hereunder, all unpaid charges for services rendered and costs incurred or advanced through the date of termination or conclusion shall become immediately due and payable.

**8. Errors and Omissions Insurance**

In accordance with the requirements of California Business & Professions Code § 6148, Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered as contemplated by this Agreement.

**9. Client Waiver of Right to Take and Right to Recover Franchise Fees**

Client is a party to a franchise agreement with the Golden State Water Company (herein, the "Company") pursuant to which Client is entitled to receive payment of a franchise fee. Accordingly, if the Casitas Municipal Water District (herein, the "District") ultimately elects to acquire the Company's water System in and around the City of Ojai, whether by negotiated purchase or exercise of the District's power of eminent domain, Client may have certain rights to (1) object to the District's right to acquire the property in question and/or (2) claim a right to just compensation for the acquisition of Client's rights under the aforementioned franchise agreement, including without limitation the franchise fees provided for therein. Attorney has explained to Client prior to the date of this Agreement that (i) Attorney wishes to be eligible to submit a proposal to the District

to represent the District with respect to its potential or actual acquisition of the Company's water system if in fact District seeks outside counsel for that purpose, (ii) if Client desires to retain its right to either object to the District's acquisition of the Company's water system or retain its right to be paid just compensation for the acquisition of Client's rights under the franchise agreement, Attorney may have a conflict of interest due to its representation of Client that would prevent Attorney from submitting a proposal to and representing District with respect to such acquisition, and (iii) Attorney would not be willing to represent Client unless Client had determined that Client was prepared to and did irrevocably waive such rights or potential rights of Client if the District does retain Attorney with respect to such acquisition (herein, the "Waiver"). Client further acknowledges and represents that it has had a full and fair opportunity to discuss the pros and cons of the Waiver and the implications of the Waiver, including, but not limited to, the economic value of its potential rights to just compensation for its franchise, with its own separate legal counsel prior to entering into this Agreement and that Client has freely and voluntarily decided that agreeing to the Waiver is in the best interests of Client and the citizens and ratepayers of the City of Ojai. Accordingly, Client hereby agrees to such Waiver as a material term of this Agreement. Alternatively, if the District elects to acquire the Company's water system and the District determines that (i) Client's Waiver would not lower the District's cost of acquisition and (ii) the fair market value that is required to be paid by the District attributable to Client's rights under its franchise agreement with the Company would be retained by the Company, Client agrees to cooperate with the District, at no cost to Client, to (i) assert Client's right to compensation for the acquisition of its rights under its franchise agreement with the Company and (ii) pay or reimburse the District in an amount not to exceed the compensation payable to Client to reduce the District's net cost of acquisition, which agreement by Client shall be deemed to be included within the aforementioned Waiver. The Waiver is specifically intended to reduce District's costs of acquisition, thus benefiting Client's citizens, who, as rate payers, will ultimately, through their bi-monthly water bills, pay such costs of acquisition. As such, the Waiver will benefit Attorney, District (and, to that extent, District is an intended third party beneficiary of this Agreement) and Client's citizens and rate payers. Other than as set forth above, the Waiver is not for the benefit of any other person or entity, including, without limitation, Company. The Waiver shall be of no force of effect if District does not retain Attorney to represent District with respect to the potential or actual acquisition of the Company's water system.

**10. Integration**

This Agreement represents the entire understanding of Attorney and Client as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. Except for the modification or adjustment of billing rates as set forth in Paragraph 3 hereinabove, this Agreement may not be modified, altered, or amended except in writing by Attorney and Client.

**RUTAN & TUCKER, LLP**

**CITY OF OJAI**

By: \_\_\_\_\_  
Jeffrey M. Oderman, Partner

By: \_\_\_\_\_  
Robert Clark, City Manager

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
09/20/12**

Type of Invest	Institution	CUSIP	Date of Maturity	Amount of Deposit	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$724,731	3.125%	07/01/10	5.69%	443
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$746,431	2.875%	07/01/10	5.86%	982
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$801,864	\$793,765	4.750%	07/19/10	6.23%	1137
*TB	Federal Home Loan MTG Corp	3134G3GT10	10/18/17	\$220,000	\$220,361	1.250%	01/03/12	1.73%	1828
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/16	\$696,737	\$702,233	1.375%	03/12/12	5.51%	1495
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$702,422	\$700,000	2.125%	09/20/11	5.49%	1440
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/17	\$1,211,010	\$1,210,850	5.125%	01/03/12	9.51%	1857
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$727,944	4.125%	07/01/10	5.71%	367
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$733,978	3.000%	07/01/10	5.76%	668
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$700,035	2.125%	06/30/10	5.50%	1
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$738,031	3.000%	07/01/10	5.79%	716
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,247,190	1.375%	07/06/10	9.79%	2095
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$711,291	1.500%	04/01/10	5.58%	461
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$728,000	2.125%	07/01/10	5.71%	790
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$701,610	1.125%	06/30/10	5.51%	85
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,265,724	1.375%	07/01/10	9.94%	2635
	Accrued Interest			\$59,036	\$86,716				
	<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>			<b>\$12,366,942</b>	<b>\$12,738,890</b>			<b>85.51%</b>	
*CD	CD -			\$0	\$0	0.000%		0.00%	
	<b>Total Certificates of Deposit: (11.13506)</b>			<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>	
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$443</b>	<b>\$443</b>	0.38%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,158,783</b>	<b>\$2,158,783</b>	0.81%	Estimated	<b>14.49%</b>	
	<b>TOTAL FUNDS INVESTED</b>			<b>\$14,526,168</b>	<b>\$14,898,116</b>			<b>100.00%</b>	
	Total Funds Invested last report			\$14,526,168	\$14,892,723				
	Total Funds Invested 1 Yr. Ago			\$14,532,423	\$14,811,128				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$2,805,835</b>	<b>\$2,805,835</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$15,228</b>	<b>\$15,228</b>	0.010%			
	<b>CASH IN PIMMA Money Market</b>			<b>\$503,389</b>	<b>\$503,389</b>				
	<b>TOTAL CASH &amp; INVESTMENTS</b>			<b>\$17,850,620</b>	<b>\$18,222,568</b>				
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$18,059,895	\$18,338,600				
*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.