

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
April 11, 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 March 28, 2012 Board Meeting.
 - b. Minutes of the March 23, 2012 Board Meeting.
 - c. Recommend consent to Best Best & Krieger to provide joint representation in the State Water Cases that are currently pending and authorize the General Manager to sign and return the consent letter.

RECOMMENDED ACTION: Adopt Consent Agenda

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

7. Consideration of an appeal from Steve and Diane Atkinson regarding a leak relief that was granted in February, 2012.

RECOMMENDED ACTION: Direction to Staff

8. Resolution approving execution of a five year concession agreement with Lake Casitas Marina, Inc. for the operation and management of the Park Store at Lake Casitas Recreation Area.

RECOMMENDED ACTION: Adopt Resolution

9. Recommend approval of a letter to the County of Ventura regarding Mosler Rock Products CEQA Addendum.

RECOMMENDED ACTION: Motion Approving Recommendation

10. Resolution approving membership in the ACWA Joint Powers Insurance Authority, consenting to join the Health Benefits Program of the ACWA JPIA, ratifying the action of the ACWA Health Benefits Authority Board of Directors to terminate the Health Benefits Authority Joint Powers Agreement, and authorizing and directing the Casitas MWD to execute all necessary documents.

RECOMMENDED ACTION: Adopt Resolution

11. Resolution cancelling the May 9, 2012 meeting and scheduling a special meeting to be held May 7, 2012.

RECOMMENDED ACTION: Adopt Resolution

12. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Letter from Bureau of Reclamation regarding Lake Casitas Structure Burn.
- c. News Articles
- d. Investment Report.

13. Closed Session

- a. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).

14. 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
March 28, 2012

A meeting of the Board of Directors was held March 28, 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 three staff members and one member of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments

None

2. General Manager comments.

Mr. Wickstrum expressed his appreciation for the time the board spent on Friday to view the Rincon 2(M) main project. It is a project that has been long awaited. The update at this point is they have reamed the hole in its entirety and plan to pull pipe through on Friday. The interconnection is scheduled for April 11th.

Directors Baggerly and Hicks were at Kids Fishing Day. It was well received and many thanks to the staff and volunteers. It was an enjoyable experience. There were good articles in Ojai Valley News and the Star. Staff worked hard to put it together and the volunteer groups had it well organized. President Baggerly added it is worth a photographic essay on the web site.

3. Board of Director comments.

Director Kaiser offered appreciation for the coordination of the visit to the pipeline. It was nice to see things in and out of the area including how a deer can make it between strands of barbed wire that were only about 14 inches apart.

Director Word reported that the City of Ventura gave a report at the Ventura Chamber meetings. They have approved a 50 plus unit on Ventura Avenue and a Residence Inn at Seward and Harbor. Both of these are in district boundaries. The board then briefly discussed the film that was shown by the City of Ventura.

4. Consent Agenda

ADOPTED

- a. Minutes of the March 14, 2012 Board Meeting.
- b. Recommend approval of a Temporary Water Service for 30 months to Granite Construction Company for major road construction project on State Highway 101 near La Conchita.

- c. Resolution designating specific staff for the purposes of communication and to sign contract amendments for the grant from the Department of Boating and Waterways for the three floating restrooms at Lake Casitas Recreation Area.
- d. Recommend appointing the Accounting Manager as the District's representative on the Redevelopment Agency Oversight Board.

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

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

Resolution is numbered 12-12.

5. Bills APPROVED

Director Bergen questioned #11336 for overtime meals and asked how many employees were involved. Mr. Wickstrum explained this was during a shutdown that extended into the night and covers about six individuals.

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

6. Committee/Manager Reports APPROVED FOR FILING

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

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

7. Discussion and possible resolution authorizing a side letter agreement to recently adopted MOU's with SEIU represented employees regarding Article 16, paragraph B of the article entitled Holidays. ADOPTED

Ms. Vieira explained that the side letter agreement was drafted and reviewed by General Counsel, Labor Counsel, General Manager, SEIU and the bargaining team members. Some of the suggested language is used in the Government Code and by other agencies in the area.

Director Kaiser passed out his suggested language changes to the resolution and agreement. Since there are no minutes or written testimony provided to this board, as far as I can tell everyone negotiated in good faith. I understand this request is not the universal feeling among employees. It does not take away from the fact that there is no intention to mislead. My suggestion on the MOU is to strike language to be specific to avoid additional misunderstandings and to be concise as to what the holidays actually are.

Director Word asked how many holidays are given now. Director Hicks answered 11.

Director Bergen stated she was negative about doing this but on thinking about it there is ambiguity in the language and to avoid creating bad feelings with employees I am open to this now. If this new language is in here I guess the question is are we in a situation where if the president declared a special holiday we could not grant it? President Baggerly added the language in the MOU says you will recognize it only to the end of that contract. Mr. Wickstrum added the language proposed by Director Kaiser does not give discretion. President Baggerly added the new language (as originally presented in the Board Packet) gives the discretion to the Board.

Director Word added we surveyed everything we can to be fair in what we are doing. We looked at holidays and everyone was in agreement. Now somewhere in the middle we open it up. I'm not really happy. Because it says you grant every holiday, why are they just asking for one more. When you come around to negotiation the next time you are coming from the basis of 12 holidays.

Director Kaiser added I am still not convinced as to why that underlined section has to be in there. What is the overwhelming reason? President Baggerly explained it changes the context of the sentence in the current MOU. You have the discretion. It makes it clear the board has the discretion on holidays. Director Kaiser asked why not have the definite numbers of holidays. Director Bergen explained one of the reasons as to why it came up there are times where there is a holiday declared that isn't a normal one such as a national tragedy or observance. If there is no language, you can't grant it because you have no discretion to grant it. That is why that is in here. Director Hicks asked why did this happen when we had a high price negotiator working with us. It goes back to 11 holidays after the term of the agreement.

Mr. Mathews added I agree with you regarding the resolution. Put a period after Oct 26 2011. This is the governing document. The Union is saying we like Cesar Chavez Day recognized for this time frame. The points made are good and the loud and clear message should the board adopt this resolution is all things are on the table for the next negotiation. Regarding taking the language out in the side letter agreement I don't have strong feelings about that. It would not change where you are at. The Government code language is not mandatory but the language is in there. It is fair to put that language in there.

Director Word added the only way I could support this is by changing the last sentence whereby the adoption of this side letter does not establish Cesar Chavez Day or more than 11 holidays.

The board decided to leave the last sentence alone and asked for a comma to be placed after Christmas day.

Danny Carrillo, SEIU Local 721 explained the language giving you authority is in the County of Ventura contract amongst others. The Final Authority comes to you now. This is a change and we are o.k. with that. Director Word's concern making sure there are eleven days in there I suggest leaving out in case there is a special day. Everything is at zero when we open negotiations. We understand that. We are very fine with and appreciative of this language and what you have before you.

Ms. Vieira reviewed the recommended changes which were to put a period after October 26, 2011 and eliminate the rest of the sentence. Put a comma after President's Day and after Christmas Day and take off the capital A on the word and.

The resolution with recommended changes was offered by Director Bergen, seconded by Director Kaiser and passed by the following roll call vote:

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

Resolution is numbered 12-13.

8. Resolution awarding a Twenty Five Year Concession Agreement to Lake Casitas Marina, Inc. Gary Wolfe, President to provide Marina Concession Services. ADOPTED

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

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

Resolution is numbered 12-14.

9. Recommend Acceptance of the Proposal and Entering into an Agreement with AE Group Mechanical Engineers in an amount not to exceed \$59,500 to prepare plans and specifications to replace the Heating, Ventilation and Air Conditioning and lighting systems in the Casitas Municipal District office building. APPROVED

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

10. Information Items:

- a. Recreation Area report for February, 2012.
- b. Legislative Update.

- c. California Water Law & Policy Conference April 19 – 20 in San Francisco.
- d. Investment Report.

President Baggerly called for a two minute break at 4:13 p.m. At 4:16 p.m. President Baggerly moved the meeting to closed session with Mr. Mathews stating that on the second item Public Employee Performance Evaluation of the General Manager, pursuant to Government Code the board will reconvene in public session to make a report and will also meet in open session to discuss any recommendation or actions on the General Manager's compensation.

11. Closed Session

- a. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).

Mr. Mathews reported that the board discussed the anticipated litigation and gave instruction to staff to follow up and come back to the board on April 11th with their findings.

- b. Public Employee Performance Evaluation (Govt. Code Sec. 54957)
Title: General Manager

President Baggerly moved the meeting back into open session at 5:45 p.m. stating the General Manager's evaluation was discussed.

12. Discussion and possible recommendation for approval of modification to the General Manager's compensation. APPROVED

The Board of Directors discussed various proposals for an adjustment to the General Manager's salary. Director Word made the motion to provide the General Manager a 2% salary increase, seconded by Director Bergen. Director Hicks suggested a higher adjustment. Roll Call: Director Kaiser – Yes, Director Bergen – yes, Director Hicks – No, Director Word – yes, Director Baggerly – yes.

13. Adjournment

President Baggerly adjourned the meeting at 5:48 p.m.

Bill Hicks, Secretary

Minutes of the Casitas Municipal Water District
Board Meeting Held
March 23, 2012

A special meeting of the Board of Directors was held March 23, 2012 for the purpose of a field trip to Rincon 2(M) Main Construction Site. Directors Baggerly, Word, Bergen and Kaiser met with the General Manager at the District Office at 1:00 PM to travel to the Rincon 2(M) Main construction site located northeast of La Conchita. Director Hicks was met at the entrance road to the project area by Principal Engineer Neil Cole and was escorted to the project site.

1. Public Comment

None

2. Tour of Rincon 2(M) Main job site which is within the jurisdictional boundaries of the District. The tour will begin at the District Office. No actions will be taken during this tour of district facilities.

The Directors met with Principal Engineer Neil Cole and Project Consultant Mohammed Hasan at the project site. The Directors observed the contractor's operation of a directional boring machine and viewed a section of pipeline that will be later pulled into the boring hole. Staff provided answers to the questions of the Directors regarding the project.

During the return trip, the directors (except Director Hicks) requested the General Manager to drive into the Teague Watershed to view the Voyce house. The house had been demolished by fire and will be removed by the Bureau of Reclamation at a later date.

The trip was concluded at the District office at 4:00 PM. No actions or directions were made by the Board during the trip.

Bill Hicks, Secretary

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: April 6, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Best Best & Krieger – Disclosure and Consent to joint Representation – State Water Cases

RECOMMENDATION:

It is recommended that the Board of Directors provide consent to Best Best & Krieger to provide joint representation in the State Water Cases that are currently pending and authorize the General Manager to sign and return the Consent letter.

BACKGROUND AND OVERVIEW:

The State Water interests of the Ventura County have been represented for several years by Best Best & Krieger LLP (BBK) in the three pending legal cases. BBK represents six State Water contractors in the same cases and desires to represent the Kern Water Bank Authority in the same litigations, in a limited manner (title issues only). BBK believes that such additional representation is requesting that the six State Water contractors consent to joint representation by BBK.

The letter from BBK, attached to this memorandum, has been reviewed by the General Manager and District Counsel. Mr. Sawyer provides an articulate explanation of the conditions for the continued representation and avoidance of conflicts of interests.

If there are any questions in this regard, please do not hesitate to discuss each question with me.



Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584

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Robert M. Sawyer
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File No. 82356.00002

April 2, 2012

Jeff Pratt
Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009

Ariel P. Calonne
City Attorney
City of San Buenaventura
501 Poli Street
Ventura, Ca 93002-0099

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

E. Michael Solomon
General Manager
United Water Conservation District
106 N. 8th Street
Santa Paula, CA 93060

Re: Disclosure and Consent to Joint Representation in:

(a) *Central Delta Water Agency, et al. v. California Department of Water Resources, et al.*, Sacramento Superior Court, Case No. 34- 2010-80000561 (“Central Delta I”)

(b) *Central Delta Water Agency, et al. v. Kern County Water Agency, et al.*, Sacramento Superior Court Case No. 34-2010-80000719 (“Central Delta II”)

(c) *Rosedale-Rio Bravo Water Storage District, et al. v. California Department of Water Resources, et al.*, Sacramento Superior Court Case No. 34-2010-80000703 (“Rosedale-Rio Bravo”)

Dear Jeff, Ariel, Steve and Mike:

Best Best & Krieger LLP (the “Firm”) has been representing six State Water Project contractor clients in the above-referenced litigation (sometimes referred to collectively as the “Central Delta cases” or the “Monterey Plus cases”). The Firm now has been asked to represent one additional party, the Kern Water Bank Authority (“KWBA”), in that same litigation with respect to title issues involved in the transfer of certain real property. The purpose of this letter agreement is to explain the implications of joint representation of all seven parties in the litigation and to obtain your informed, written consent to the joint representation.



BEST BEST & KRIEGER 
ATTORNEYS AT LAW

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The Firm presently represents the following six State Water Project contractors in Central Delta I and II: Antelope Valley-East Kern Water Agency; Castaic Lake Water Agency; Crestline-Lake Arrowhead Water Agency; Desert Water Agency; San Geronio Pass Water Agency; and Ventura County Watershed Protection District (including its assignee and sub-assignees Casitas Municipal Water District, City of San Buenaventura, and United Water Conservation District). The Firm previously represented these same six Contractors in the Rosedale-Rio Bravo case, and was successful in extricating these parties from that lawsuit on pre-trial motions.

Fidelity National Title Group (“Fidelity”) has asked the Firm to represent KWBA in the Central Delta cases as to title issues (only). Fidelity is the title insurer for KWBA. KWBA is already represented by other counsel in this litigation (Young Wooldridge LLP of Bakersfield and Downey Brand LLP of Sacramento). Those firms will continue to represent KWBA in the litigation. Under Fidelity’s proposal the Firm will serve as co-counsel to those firms only as to the title issues, and not as to other issues.

As with any joint representation, the proposal for the Firm to represent KWBA along with the six existing State Water Project contractor clients creates a potential for certain conflicts that are not expected but potentially could arise among the represented parties. The interests and objectives of each client individually on certain issues related to the joint matter could become inconsistent with the interests and objectives of the others. Although we do not believe there is an actual, existing conflict among the parties (with or without the inclusion of KWBA in the joint representation), the potential for a future conflict requires us to disclose the reasonably foreseeable consequences for each represented client should such a conflict arise, and to obtain written consent from each of you to proceed.

We note upfront that if an actual conflict does arise later between the six State Water Project contractors and KWBA, Fidelity has agreed to obtain other counsel for KWBA, so as to permit the six existing State Water Contractor clients to remain represented by the Firm (to the extent their interests do not conflict).

In considering the proposed joint representation, we see some advantages but also possible disadvantages for each party represented. We wish to highlight several.

Joint representation reduces each client’s fees and costs, as the same time and expense are divided among multiple clients. In the Central Delta cases, it is expected that Fidelity will cover approximately one-seventh of the Firm’s charges in defending the Firm’s clients. These fees and costs are presently divided six ways between and among the Firm’s existing clients. Therefore, it is anticipated that each of the State Water Project contractors will enjoy further cost



BEST BEST & KRIEGER
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savings by spreading the payment obligation among one additional party. Joint representation also may create a tactical advantage in that multiple parties can present a highly coordinated and “united front” against well financed plaintiff groups.

On the other hand, with the representation of multiple clients the duty of loyalty is divided among all of those clients as well. Where there is joint representation, the Firm owes a duty of loyalty to the jointly represented clients as a whole. This means that the Firm will balance the interests of the group as a whole, instead of advancing the interests of one client alone. Even though all seven clients presently appear to share identical goals and objectives in defeating the plaintiffs in the Central Delta cases, this potentially could change, creating the possibility that a conflict could arise.

Furthermore, in cases of joint representation, counsel must fully inform each client as to all material information obtained during the course of that representation. To eliminate the tension between the Firm’s duties of confidentiality and communication, each of the clients and the Firm agree that the Firm will disclose all material information to each jointly represented client. All of the clients’ communications to the Firm will continue to be privileged; however, each client shall expect that the Firm will disclose any material information regarding this matter to all clients.

Conflicts among clients could also develop during joint representation, which in turn could jeopardize the continued joint representation. For example, clients may react differently to an attorney’s strategy, tactics, decisions, and professional conduct, and may disagree as to how the Firm ought to proceed. The Firm will use its best efforts to identify any conflicts that may arise and to avoid and resolve any conflicts that surface. In the event of a conflict that cannot be resolved, the clients and the Firm each agree as follows: (1) in the event of an unresolved actual conflict between the six existing State Water Project contractor clients and KWBA, Fidelity will appoint new counsel to represent KWBA; and (2) in the event of an unresolved actual conflict between the six existing State Water Project contractor clients, the Firm may withdraw as counsel for one or more if not all clients as necessary to eliminate the conflict (which could result in each client having to retain separate counsel at additional expense).

Based on our understanding, the Firm believes that no conflict exists or is likely to arise between any or all of the seven clients we will be representing in the Central Delta cases. Nevertheless, you should consider these issues carefully. By signing this letter agreement and returning it to the Firm, you authorize the Firm to represent all seven clients under the terms and conditions identified above.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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Thank you for your cooperation in this matter. We appreciate the opportunity to serve you.

Sincerely,

Robert M. Sawyer
of BEST BEST & KRIEGER LLP

MTR:mb

CONSENT

By executing this letter below, you consent and give approval to the terms and conditions of the joint representation proposed in this letter.

VENTURA COUNTY WATERSHED
PROJECTION DISTRICT

By: _____
Jeff Pratt
Title: Director
Dated: _____

CASITAS MUNICIPAL WATER DISTRICT

By: _____
Steve Wickstrum
Title: General Manager
Dated: _____

Additional signatures following page



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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E. Michael Solomon
April 2, 2012
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CITY OF SAN BUENAVENTURA


By: _____
Ariel P. Calonne
Title: City Attorney
Dated: _____

UNITED WATER CONSERVATION DISTRICT

By: _____
E. Michael Solomon
Title: General Manager
Dated: _____

CERTIFICATION

Payroll disbursements for the pay period ending 03/31/12
Pay Date of 04/05/12
have been duly audited and are
hereby certified as correct.

Signed: 
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

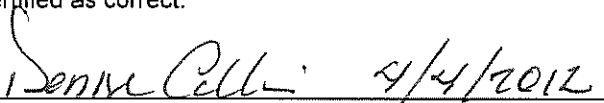
A/P Fund

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

000322 A/P Checks: 011425-011443
A/P Draft to P.E.R.S.
A/P Draft to State of CA
A/P Draft to I.R.S.
Void:

000323 A/P Checks: 011444-011532
A/P Draft to P.E.R.S. 040423
A/P Draft to State of CA 040422
A/P Draft to I.R.S. 040421
Void: 010047, 011490

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


Denise Collin, Accounting Manager

Signature

Signature

Signature

VENDOR SET: 01 Casitas Municipal Water D
BANK: * ALL BANKS
DATE RANGE: 3/23/2012 THRU 4/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/04/2012			011490		

* * 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:	1	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

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

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/23/2012 THRU 4/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01985	AFLAC/FLEX ONE I-032312 Reimbursed Medical 2012	R	3/23/2012	800.00		011425		800.00
00724	BUREAU OF RECLAMATION I-032112 Application & Fees for Filming Monies collected from Giovanni Jance for Filming at Lake Casitas	R	3/23/2012	1,000.00		011426		1,000.00
00188	PETTY CASH I-032212 Replenish Petty Cash	R	3/23/2012	136.91		011427		136.91
00270	WELLS FARGO BANK C-030912C Accrue Use Tax D-030912C Accrue Use Tax I-030912 Chemicals for Fisheries I-030912A Circular Polarizer Filter, Fish I-030912B Monthly Credit Card Charges	R R R R R	3/23/2012 3/23/2012 3/23/2012 3/23/2012 3/23/2012	6.68CR 6.68 113.62 96.92 1,505.15		011428 011428 011428 011428 011428		 1,715.69
00004	ACWA HEALTH BENEFITS AUTHORITY I-Mar 12 Health Insurance 3/12	R	3/28/2012	106,989.34		011429		106,989.34
01985	AFLAC/FLEX ONE I-222356ER Service Fee Invoice 3/12	R	3/28/2012	125.00		011430		125.00
01703	ARNOLD LAROCHELLE MATTHEWS I-34176 Matter No:5088-008 2/12 I-34177 Matter No:5088-001 2/12	R R	3/28/2012 3/28/2012	4,236.00 5,091.00		011431 011431		 9,327.00
00021	AWA OF VENTURA COUNTY I-055685 2012 Annual Water Symposium	R	3/28/2012	1,000.00		011432		1,000.00
02026	Carol Belser I-March 12 Reimburse Expenses 3/12	R	3/28/2012	684.96		011433		684.96
01616	FRED BRENEMAN I-032612 PD 3/18/12-3/31/12	R	3/28/2012	391.00		011434		391.00
02124	Chaulk Mound Trout Ranch I-097242 Trout Stocking	R	3/28/2012	7,000.00		011435		7,000.00
00059	COASTAL PIPCO I-S1717716001 PVC Parts for WH Stock	R	3/28/2012	83.16		011436		83.16

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/23/2012 THRU 4/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00182 I-0016966IN	DEWITT PETROLEUM Diesel for Main Yard	R	3/28/2012	893.31		011437		893.31
01772 I-032612	HASAN CONSULTANTS Rincon 2M Engin Srvcs	R	3/28/2012	5,000.00		011438		5,000.00
02129 I-Feb 12	Tracy Medeiros Water Treatment Seminar 2/9/12	R	3/28/2012	150.00		011439		150.00
00383 I-104003	ON DUTY UNIFORMS & EQUIPMENT Uniforms for LCRA PSO & APSO	R	3/28/2012	308.86		011440		308.86
01092 I-Feb 12a	JOHN PARLEE Water Treatment Seminar 2/9/12	R	3/28/2012	150.00		011441		150.00
00215 I-032212 I-032312 I-032312A I-032312B	SOUTHERN CALIFORNIA EDISON Acct#2237011044 Acct#2157697889 Acct#2312811532 Acct#2266156405	R R R R	3/28/2012 3/28/2012 3/28/2012 3/28/2012	21.26 667.37 39.35 171.55		011442 011442 011442 011442		899.53
00498 I-032612	BRIAN TAYLOR Safety Boot Purchase	R	3/28/2012	170.00		011443		170.00
02033 I-38841	Abbot Industrial Supplies Trash Liners for LCRA	R	4/04/2012	1,490.67		011444		1,490.67
01985 I-032812	AFLAC/FLEX ONE Reimbursed Medical 2012	R	4/04/2012	60.00		011445		60.00
00010 I-9004766586 I-9004943870	AIRGAS USA LLC Oxygen for Pipelines Stick Electrode for UOPP	R R	4/04/2012 4/04/2012	31.69 15.36		011446 011446		47.05
00011 I-120300847101	ALERT COMMUNICATIONS Call Center 4/12	R	4/04/2012	180.45		011447		180.45
1 I-000201109280470	Alicia Feliciano UB Refund	R	4/04/2012	24.43		011448		24.43
00014 I-301869	AQUA-FLO SUPPLY Soil Staples for Water Cons	R	4/04/2012	47.78		011449		47.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02179	Art Street Interactive I-82981 Res Software Hosting, Maint	R	4/04/2012	542.15		011450		542.15
01666	AT & T I-000003203925 Local, Regional, Long Distance Acct#C604513638777	R	4/04/2012	757.33		011451		
	I-000003231706 T-1 Lines Acct#C602222128777	R	4/04/2012	893.50		011451		1,650.83
00020	AVENUE HARDWARE, INC I-45528 Hasp for Telemetry	R	4/04/2012	4.56		011452		
	I-45577 Parts Boxes, Crimp Tool	R	4/04/2012	67.86		011452		
	Washers and Screws for Telemetry I-45678 Fittings, Dam Intake Structure	R	4/04/2012	20.91		011452		93.33
00030	B&R TOOL AND SUPPLY CO I-1242405000201 Table Saw for Dist Maint	R	4/04/2012	2,051.15		011453		
	I-1242993000101 Hole Saw for Pipelines	R	4/04/2012	19.28		011453		
	I-1243219000101 Impact Socket for Pipelines	R	4/04/2012	35.80		011453		2,106.23
00032	BIOVIR LABORATORIES, INC I-120286 Giardia/Crypto Testing 2/23/12	R	4/04/2012	396.57		011454		396.57
01062	BP Medical Supplies C-749091A Accrue Use Tax	R	4/04/2012	10.11CR		011455		
	D-B749091A Accrue Use Tax	R	4/04/2012	10.11		011455		
	I-B749091 Restock LCRA Medical Supplies	R	4/04/2012	139.45		011455		139.45
00494	C.D. LYON CONSTRUCTION, INC. I-0063744IN Refurbish Intake #7 at TP	R	4/04/2012	26,042.00		011456		26,042.00
00753	CABELA'S MKTG & BRAND MGT INC. C-016749804A Accrue Use Tax	R	4/04/2012	18.84CR		011457		
	D-016749804A Accrue Use Tax	R	4/04/2012	18.84		011457		
	I-016749804 Jackets for E/M	R	4/04/2012	259.93		011457		259.93
00463	Farm Plan I-28278 Belt for A Camp Riding Mower	R	4/04/2012	42.65		011458		42.65
00117	CERTEX USA, INC I-1070021400 Nylon Slings for Boom Truck	R	4/04/2012	45.61		011459		45.61
00546	COASTAL BUSINESS MACHINES, INC I-0265610IN Rebuild Power Backup Unit E&M	R	4/04/2012	218.28		011460		
	I-0265611IN Rebuild Power Backup Unit E&M	R	4/04/2012	218.28		011460		
	I-0265694IN Rebuild Power Backup Unit E&M	R	4/04/2012	218.28		011460		
	I-0265839DM Rebuild Power Backup Unit E&M	R	4/04/2012	409.31		011460		1,064.15

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01843	COASTAL COPY							
I-397765	Copier Use at LCRA	R	4/04/2012	112.51		011461		
I-398569	Copier Use at Dist Office	R	4/04/2012	85.56		011461		198.07
00059	COASTAL PIPCO							
I-S1718721002	Fittings for Reclaim TP	R	4/04/2012	45.93		011462		45.93
01055	Neil Cole							
I-Mar 12	Reimburse Expenses 3/12	R	4/04/2012	669.00		011463		669.00
00722	CONCRETE EXPRESS VENTURA							
I-37357	Concrete for Santa Ana Main	R	4/04/2012	388.38		011464		388.38
00740	DELL MARKETING L.P.							
I-XFP8D54J6	Computer for Fisheries	R	4/04/2012	796.74		011465		796.74
00081	DELTA LIQUID ENERGY							
I-23208216	Propane for Damtender	R	4/04/2012	343.67		011466		343.67
00182	DEWITT PETROLEUM							
I-0017148IN	Gas & Diesel for LCRA	R	4/04/2012	6,150.80		011467		6,150.80
10106	DeZURIK Water Controls							
I-RPI58003339	Gaskets Filter Galley Manifold	R	4/04/2012	107.25		011468		107.25
00086	E.J. Harrison & Sons Inc							
I-2356	Acct#1C00053370 Trash Pickup	R	4/04/2012	114.55		011469		114.55
00095	FAMCON PIPE & SUPPLY							
I-140161	Romac Couplers for WH Stock	R	4/04/2012	201.63		011470		
I-140362	Parts, Santa Ana Main Shutdown	R	4/04/2012	217.07		011470		
I-140426	Parts, Santa Ana Main Shutdown	R	4/04/2012	518.02		011470		
I-140510	Parts, Santa Ana Main Shutdown	R	4/04/2012	131.92		011470		
I-140721	Restock Warehouse Items	R	4/04/2012	543.76		011470		1,612.40
00099	FGL ENVIRONMENTAL							
I-202260A	Wet Chemistry-NO3	R	4/04/2012	43.00		011471		
I-202524A	Wet Chemistry-NO3	R	4/04/2012	61.00		011471		104.00
00101	FISHER SCIENTIFIC							
I-9005132	Lab Testing Supplies	R	4/04/2012	286.77		011472		286.77
00104	FRED'S TIRE MAN							
I-56977	Flat Repair, #32, Admin Van	R	4/04/2012	15.00		011473		15.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00106	FRONTIER PAINT I-F160731 Fire Hydrant Paint, Pipelines	R	4/04/2012	15.49		011474		15.49
01280	FRY'S ELECTRONICS, INC. I-4415252 Camera & Case- WQ, DVDs-LCRA I-4415252A Correct Inv#4415252	R	4/04/2012	135.73		011475		135.74
00216	THE GAS COMPANY I-032912 Acct#00801443003 I-032912A Acct#18231433006	R	4/04/2012	759.35		011476		821.04
00115	GRAINGER, INC I-9786791153 Recycling Trash Cans, TP	R	4/04/2012	556.53		011477		556.53
00746	GREEN THUMB INTERNATIONAL I-451523 Plants for Dist Ofc Landscape	R	4/04/2012	20.24		011478		20.24
01052	HARBOR FREIGHT TOOLS USA, INC I-0200559401 Zip Ties for Kids Fishing Day	R	4/04/2012	12.83		011479		12.83
01594	HIGHWAY TECHNOLOGIES, INC. I-65100103001 Goggles for Waterpark	R	4/04/2012	16.70		011480		16.70
00894	HOSE-MAN, INC. I-5179056000105 Dust Cap for Pipelines	R	4/04/2012	21.32		011481		21.32
00131	JCI JONES CHEMICALS, INC I-541188 Chlorine for TP, CM#541212 I-541191 Chlorine for TP, CM#541213	R	4/04/2012	881.94		011482		2,616.54
01022	KELLY CLEANING & SUPPLIES, INC I-12562391 Janitorial Services, LCRA	R	4/04/2012	300.00		011483		300.00
00328	LIGHTNING RIDGE I-7952 Uniforms for LCRA Maintenance	R	4/04/2012	995.92		011484		995.92
00539	LOS ANGELES TIMES I-031812 Subscription 4/2/12-9/16/12	R	4/04/2012	172.80		011485		172.80
01829	MAC'S AUTO UPHOLSTERY I-21952 Seat Repair, Eq#26, LCRA Truck	R	4/04/2012	151.81		011486		151.81
09881	Marzulla Law, LLC I-1768 File#4139.0003 Mar Srvcs	R	4/04/2012	1,612.84		011487		1,612.84

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00329	MCMMASTER-CARR SUPPLY CO. I-21670290 Polyethylene Sheet, Pump Plant	R	4/04/2012	30.76		011488		30.76
00151	MEINERS OAKS ACE HARDWARE							
	I-483746 Grass Seed, Paint for WP	R	4/04/2012	66.01		011489		
	I-483750 PVC Parts for Pipelines	R	4/04/2012	9.67		011489		
	I-484150 Screw Extractor, Drill Bit, LCRA	R	4/04/2012	6.31		011489		
	I-484185 Disinfectant, Clamp for LCRA	R	4/04/2012	32.69		011489		
	I-484221 Trash Bags for LCRA	R	4/04/2012	20.57		011489		
	I-484560 Grass Seed, Bolts for WP	R	4/04/2012	12.60		011489		
	I-484579 TP Roller for Dist Ofc RR	R	4/04/2012	3.69		011489		
	I-484682 Parts for Elec Work @Coyote RR	R	4/04/2012	25.73		011489		
	I-484686 Sand Bags for Dist Maint	R	4/04/2012	21.45		011489		
	I-484850 Cement for Drain Work on Olive	R	4/04/2012	56.15		011489		
	I-484951 PVC and Air Filters, LCRA Maint	R	4/04/2012	32.78		011489		
	I-484953 Primer for Grate at Olive	R	4/04/2012	5.89		011489		
	I-485035 Rebar for Cement Work@ Coyote	R	4/04/2012	21.06		011489		
	I-485044 Hasps, Bolts, Screws for E/M	R	4/04/2012	55.29		011489		
	I-485285 Cleaning Supplies for TP	R	4/04/2012	39.41		011489		
	I-485287 Drill Bits, Paint Supplies, DM	R	4/04/2012	19.11		011489		
	I-485296 Dowel for Fish Pole Rack, LCRA	R	4/04/2012	2.41		011489		
	I-485398 Materials for LCRA Maintenance	R	4/04/2012	50.11		011489		
	I-485515 Knee Boots for LCRA Maint	R	4/04/2012	49.31		011489		
	I-485613 Bolts & Screws for Pump Plants	R	4/04/2012	12.36		011489		
	I-485679 PVC for Rincon CL2 Sta Repair	R	4/04/2012	16.80		011489		
	I-485723 Paint Supplies for Dist Maint	R	4/04/2012	40.93		011489		600.33
00481	NORTHERN SAFETY COMPANY, INC.							
	C-I076110101020A Accrue Use Tax	R	4/04/2012	6.00CR		011491		
	D-I076110101020A Accrue Use Tax	R	4/04/2012	6.00		011491		
	I-I076110101020 Hand Wipes, Gloves for TP	R	4/04/2012	82.78		011491		82.78
00160	OILFIELD ELECTRIC CO, INC I-2010030 Repair Pump Motor Fairview PP	R	4/04/2012	4,328.08		011492		4,328.08
01570	Ojai Auto Supply LLC							
	I-235713 Bulbs & Oil for LCRA Vehicles	R	4/04/2012	81.77		011493		
	I-236896 Lightbulbs & Oil for Vehicle	R	4/04/2012	53.91		011493		
	I-237503 Indicator Lamp for #42, PL	R	4/04/2012	7.39		011493		143.07
00912	OJAI BUSINESS CENTER, INC I-7417 Shipping for Fisheries, IT, TP	R	4/04/2012	129.45		011494		129.45

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/23/2012 THRU 4/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02187	Pitney Bowes Inc							
I-374581	Postage Machine Rental	R	4/04/2012	112.61		011495		112.61
01334	POWER MACHINERY CENTER							
I-W40265	Batteries for Cart #7 at LCRA	R	4/04/2012	435.55		011496		435.55
00184	POWERSTRIDE BATTERY CO, INC							
I-V578405	Battery for Camp A Mower	R	4/04/2012	42.01		011497		42.01
01439	PRECISION POWER EQUIPMENT							
I-1730	Stone Blades for Upper Ojai PP	R	4/04/2012	35.36		011498		35.36
02277	Prominent Systems, Inc.							
I-032012	Retention, Filter Vessel #1	R	4/04/2012	38,282.18		011499		38,282.18
00857	PT HUENEME MARINE							
I-018239	Buoy Line Cable Tool /Supplies	R	4/04/2012	291.05		011500		
I-52679	Fire Adapter, Treatment Plant	R	4/04/2012	26.74		011500		317.79
02216	Purchase Power							
I-031612	Refill Postage Meter	R	4/04/2012	2,525.00		011501		2,525.00
01109	SALVADOR LOERA TRANSPORTATION							
I-12483	Base for Stock at Main Yard	R	4/04/2012	491.31		011502		
I-12959	Fill Sand for Stock, Main Yard	R	4/04/2012	342.25		011502		833.56
00213	SERVICEMASTER COMMERCIAL CLEAN							
I-30042	Janitorial Services 4/12	R	4/04/2012	1,032.00		011503		1,032.00
00215	SOUTHERN CALIFORNIA EDISON							
I-032912	Acct#2210507034	R	4/04/2012	2,760.51		011504		
I-033012	Acct#2210503702	R	4/04/2012	3,888.15		011504		
I-040312	Acct#2210502480	R	4/04/2012	37,483.11		011504		
I-040312A	Acct#2210505426	R	4/04/2012	2,433.25		011504		
I-040312B	Acct#2237789169	R	4/04/2012	22.72		011504		
I-040312C	Acct#2269631768	R	4/04/2012	19.37		011504		46,607.11
00862	SYSCO FOOD SERVICES OF L.A.							
I-2031905405	Food for Kids Fishing Day	R	4/04/2012	1,419.77		011505		1,419.77
01367	TELEPAGE COMMUNICATIONS INC							
I-10119428	Pagers for Treatment Plant	R	4/04/2012	201.00		011506		201.00

4/1/12-3/31/13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01512	TRENCH SHORING COMPANY							
I-595821	Traffic Plate Rental, PL	R	4/04/2012	175.00		011507		
I-595826	Trench Box Rental, PL	R	4/04/2012	879.00		011507		1,054.00
01662	TYLER TECHNOLOGIES, INC.							
I-02540038	Incode Online Training Center	R	4/04/2012	1,500.00		011508		1,500.00
02342	Underground Focus Magazine							
I-6492	3 Year Subscription for PL	R	4/04/2012	70.00		011509		70.00
00825	USA BLUEBOOK							
I-620639	Needle Valve for Meter at TP	R	4/04/2012	89.53		011510		89.53
00254	VENTURA LOCKSMITHS							
I-32899	Rekey LCRA Office	R	4/04/2012	622.40		011511		622.40
00256	VENTURA RENTAL CENTER, INC.							
I-1232973	Cement for Waterpark Pumps	R	4/04/2012	138.89		011512		138.89
00257	VENTURA RIVER COUNTY WATER							
I-033112	Acct#03-50100A	R	4/04/2012	14.70		011513		
I-033112A	Acct#05-37500A	R	4/04/2012	56.58		011513		71.28
00258	VENTURA STEEL, INC							
I-124829	Steel for Meter Box Lids, PL	R	4/04/2012	300.10		011514		300.10
09955	VENTURA WHOLESALE ELECTRIC							
I-162469	Parts, Conduit for Mounting,WP	R	4/04/2012	28.05		011515		
I-162488	Light Sensors for Showerhouse	R	4/04/2012	323.88		011515		
I-162537	Parts for Coyote Electrical	R	4/04/2012	54.57		011515		406.50
01830	WATERTRAX USA							
I-400650352	Annual Software Subscription	R	4/04/2012	3,780.29		011516		3,780.29
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-7151012	Wedge Anchors for Telemetry	R	4/04/2012	26.28		011517		26.28
01898	Eric Grabowski							
I-040112	Safety Boot Purchased	R	4/04/2012	170.00		011518		170.00
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201204020552	457 CATCH UP	R	4/04/2012	423.08		011519		
I-DCI201204020552	DEFERRED COMP FLAT	R	4/04/2012	2,692.30		011519		
I-DI%201204020552	DEFERRED COMP PERCENT	R	4/04/2012	213.83		011519		3,329.21

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01960	Moringa Community							
I-MOR201204020552	PAYROLL CONTRIBUTIONS	R	4/04/2012	16.75		011520		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201204020552	457 CATCH UP	R	4/04/2012	423.06		011521		
I-DCN201204020552	DEFERRED COMP FLAT	R	4/04/2012	4,027.68		011521		4,450.74
00180	S.E.I.U. - LOCAL 721							
I-UND201204020552	UNION DUES	R	4/04/2012	610.50		011522		610.50
00230	UNITED WAY							
I-UWY201204020552	PAYROLL CONTRIBUTIONS	R	4/04/2012	45.00		011523		45.00
1	Jennifer Reilly							
I-000201203280543	UB Refund	R	4/04/2012	0.30		011524		0.30
1	Tritay Property Inve							
I-000201203280542	UB Refund	R	4/04/2012	11.71		011525		11.71
1	Benjamin Management							
I-000201203280548	UB Refund	R	4/04/2012	21.68		011526		21.68
1	Benjamin Management							
I-000201203280549	UB Refund	R	4/04/2012	21.68		011527		21.68
1	Guy Bratton							
I-000201203280545	UB Refund	R	4/04/2012	9.28		011528		9.28
1	Estate of David R Co							
I-000201203280546	UB Refund	R	4/04/2012	62.69		011529		62.69
1	Joan Minster							
I-000201203280544	UB Refund	R	4/04/2012	0.91		011530		0.91
1	Heather Kost							
I-000201203280547	UB Refund	R	4/04/2012	18.17		011531		18.17
1	Clark Rice							
I-000201203280550	UB Refund	R	4/04/2012	11.80		011532		11.80
00128	INTERNAL REVENUE SERVICE							
I-T1 201204020552	Federal Withholding	D	4/04/2012	22,270.80		040421		
I-T3 201204020552	FICA Withholding	D	4/04/2012	19,094.55		040421		
I-T4 201204020552	Medicare Withholding	D	4/04/2012	5,324.54		040421		46,689.89

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 201204020552	State Withholding	D	4/04/2012	7,559.99		040422		7,559.99
00187	CALPERS							
I-PER201204020552	PERS EMPLOYEE PORTION	D	4/04/2012	10,267.71		040423		
I-PRR201204020552	PERS EMPLOYER PORTION	D	4/04/2012	12,253.53		040423		22,521.24

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	107	303,338.50	0.00	303,338.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	76,771.12	0.00	76,771.12
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	110	380,109.62	0.00	380,109.62
BANK: AP	TOTALS:		110	380,109.62	0.00	380,109.62
REPORT TOTALS:			111	380,109.62	0.00	380,109.62

Void CK# 010047 dated 9/30/11.
 Lost in mail. Reissued on CK# 011448.

<2443>

380,085.19

**Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2011/12
July 1, 2011-March 31, 2012**

<u>Date paid</u>	<u>Board of Director/ Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/7/11	Luke Soholt	T2 Exam and Certification	\$ 125.00
7/13/11	Scott Lewis	Airfare to CMWD 6/20-6/28	\$ 264.50
7/13/11	Scott Lewis	Personal Vehicle Miles to Newport (Round Trip)	\$ 198.90
7/13/11	Scott Lewis	Lodging in Newport, OR 6/6-6/9	\$ 281.76
7/13/11	Scott Lewis	DNA Lab Supplies	\$ 650.67
7/13/11	Scott Lewis	Lodging at CMWD 6/20-6/28	\$ 381.20
7/13/11	Scott Lewis	Car Rental at CMWD 6/20-6/28	\$ 482.62
7/21/11	Pete Kaiser	Lodging in D.C. 7/11-7/13	\$ 801.50
8/24/11	Curtis Orozco	Safety Boot Purchase	\$ 115.00
8/31/11	Ron Yost	Possessory Tax (Dam Tender House)	\$ 521.68
9/8/11	Mike Shields	Safety Boot Purchase	\$ 113.53
9/8/11	Ron Yost	Safety Boot Purchase	\$ 115.00
9/15/11	Scott Lewis	Airfare to CMWD 8/20-8/26	\$ 401.80
9/15/11	Scott Lewis	Lodging at CMWD 8/20-8/26	\$ 529.57
9/15/11	Scott Lewis	Car Rental at CMWD 8/20-8/26	\$ 262.60
9/15/11	Tracy Medeiros	D2, D3 Review Class	\$ 257.25
9/23/11	Tracy Medeiros	Water Distribution System Class	\$ 113.04
9/23/11	Jim Weber	Safety Boot Purchase	\$ 115.00
10/6/11	Lisa Barbee	Advance for Calpers Forum	\$ 680.16
10/12/11	Scott Lewis	Airfare to CMWD 9/26-9/30	\$ 344.50
10/12/11	Scott Lewis	Lodging at CMWD 9/26-9/30	\$ 356.76
10/12/11	Scott Lewis	Car Rental 9/26-9/30	\$ 211.80
10/12/11	Scott MacDonald	Advance for AWWA Fall Conf	\$ 394.00
10/12/11	Luke Soholt	Advance for AWWA Fall Conf	\$ 394.00
10/14/11	Lisa Kolar	Pesticide Exam Fees	\$ 140.00
10/14/11	Lisa Kolar	Advance for Travel to Pesticide Exam	\$ 120.80
10/20/11	Mark Passamani	Lodging at Safety Seminar 9/6-9/7	\$ 148.00
10/20/11	Suzi Taylor	Chapstick for Giveaway at Ojai Day	\$ 240.00
10/28/11	Mary Bergen	Airfare to Sacramento 9/19-9/20	\$ 289.40
10/28/11	Mary Bergen	Car Rental in Sacramento 9/19-9/20	\$ 113.15
11/2/11	Eric Behrendt	Lodging for Vibration Class 10/24-10/28	\$ 598.88
11/2/11	Eric Behrendt	Personal Vehicle Miles to Class (Round Trip)	\$ 210.90
11/2/11	Scott MacDonald	D3 Certification	\$ 100.00
11/9/11	Neil Cole	Underground Training Class for Todd Evans	\$ 125.00
11/9/11	Scott Lewis	Airfare to CMWD 10/25-10/28	\$ 280.80
11/9/11	Scott Lewis	Lodging at CMWD 10/25-10/28	\$ 240.81
11/9/11	Scott Lewis	Car Rental at CMWD 10/25-10/28	\$ 228.55
11/9/11	Cinnamon McIntosh	Advance for Backflow Class	\$ 872.79
11/9/11	Suzi Taylor	Foor for Chamber Mixer at LCRA	\$ 482.63
11/17/11	Luke Soholt	Fees for D3 Certification	\$ 100.00
11/17/11	Robert Vasquez	Safety Boot Purchase	\$ 170.00
12/1/11	Gerardo Herrera	D3 Certification & Exam Fee	\$ 140.00
12/1/11	Bob Monnier	Stormwater Course	\$ 171.39
12/1/11	Bob Monnier	Small Water System Course	\$ 111.55
12/8/11	Dale Godfrey	Tile, Blades for Showerstall, LCRA	\$ 100.48
12/15/11	Bill Hicks	Lodging & Parking ACWA 11/29-12/2	\$ 631.62
12/15/11	Scott Lewis	Airfare to CMWD 11/29-12/2	\$ 260.80
12/15/11	Scott Lewis	Lodging at CMWD 11/29-12/2	\$ 240.81
12/15/11	Scott Lewis	Car Rental at CMWD 11/29-12/2	\$ 282.77
12/15/11	Cinnamon McIntosh	Reimburse Expenses from Backflow Class	\$ 415.57
12/15/11	Ronald Merckling	Lodging & Parking ACWA 11/29-12/2	\$ 631.62
12/15/11	James Word	Lodging & Parking ACWA 11/29-12/2	\$ 631.62
12/15/11	John Parlee	Safety Boot Purchase	\$ 170.00
12/20/11	Russ Baggerly	Lodging & Parking ACWA 11/29-12/2	\$ 631.62
12/20/11	Carol Belser	Lodging & Parking DFG 12/14-12/15	\$ 142.83
12/20/11	Luke Soholt	Safety Boot Purchase	\$ 170.00
12/20/11	Mike Werber	District End-of-Year Luncheon 12/16/11	\$ 468.95
12/28/11	Troy Garst	Safety Boot Purchase	\$ 138.35
12/28/11	Gerardo Herrera	Safety Boot Purchase	\$ 166.24

**Casitas Municipal Water District
 Reimbursement Disclosure Report (1)
 Fiscal Year 2011/12
 July 1, 2011-March 31, 2012**

1/9/12	Scott Lewis	Tuition Fall Term 2011	\$	1,614.47
1/9/12	Scott Lewis	Airfare to CMWD 1/5/12-1/13/12	\$	290.80
1/9/12	Bob Monnier	T5 Certification	\$	155.00
1/9/12	Mike Shields	D4 Renewal	\$	105.00
1/9/12	Luke Soholt	Water & Wastewater Hydraulics, Class & Manual	\$	229.50
1/27/12	Willis Hand	Safety Boot Purchase	\$	132.75
2/8/12	Joel Cox	Safety Boot Purchase	\$	159.80
2/15/12	Scott Lewis	Lodging CMWD 1/5/12-1/13/12	\$	662.22
2/15/12	Scott Lewis	Car Rental 1/5/12-1/13/12	\$	228.14
2/16/12	Willis Hand	Renew D4 Certificate	\$	105.00
2/16/12	Scott MacDonald	Safety Boot Purchase	\$	138.35
2/29/12	Larry Chavez	Safety Boot Purchase	\$	144.78
3/9/12	Scott Lewis	Airfare to CMWD 2/13/12-2/28/12	\$	241.20
3/9/12	Scott Lewis	Telemetry Solar Panels & Hardware	\$	149.20
3/9/12	Scott Lewis	Lodging CMWD 2/13/12-2/18/12	\$	411.38
3/9/12	Scott Lewis	Car Rental CMWD 2/13/12-2/18/12	\$	345.24
3/9/12	Scott Lewis	Airfare to CMWD 3/6/12-3/13/12	\$	241.20
3/28/12	Carol Belser	Lodging PRS Annual Conf. 3/20-3/22	\$	572.96
3/28/12	Tracy Medeiros	Water Treatment Seminar 2/9/12	\$	150.00
3/28/12	John Parlee	Water Treatment Seminar 2/9/12	\$	150.00
3/28/12	Brian Taylor	Safety Boot Purchase	\$	170.00

Note:

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

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: April 2, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Recreation Committee Meeting of April 2, 2012

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.** Directors Kaiser and Hicks
Staff – PSM Carol Belser
Public – Scott Sutton
2. **Public comments.** None.
3. **Board/Management comments.**
Director Hicks reported on the positive activities at the 2012 Kid's Fishing Day. The work of staff and volunteers is greatly appreciated.

Director Kaiser indicated that he will determine if an Ojai organization (C>R>E>W>) might be interested in salvaging bricks from the house in the Teague Watershed. The General Manager stated that a request from such an organization would be forwarded to the Bureau of Reclamation for review and approval.

PSM Belser provided a status of the negotiations for the Brewfest event proposal and the issue of the Alcoholic Beverage Control license requirement, which may prevent the event from occurring.

4. **Consideration of a Hells Angels Motorcycle Club of Ventura special event.**
PSM Belser presented a request made by Scott Sutton, Hells Angels Motorcycle Club of Ventura, to have a special event at Lake Casitas during the weekend of May 18th, 2012. The Club has had two previous events at Lake Casitas. The last event that occurred two years ago had an outstanding balance owed to the District of approximately \$700. Mr. Sutton paid the outstanding bill upon making his request for the proposed event.

Mr. Sutton described the event as the West Coast South Run, a private event which will include camping in the event area, barbequing, and live music for club members and their families. Mr. Sutton requested access to the water park, but staff has indicated that the park is not open to the public until the following weekend. Mr. Sutton indicated that the event would access through the event gate on Santa Ana Road, avoiding the main gate, parking inside the recreation area and would not be using the event parking area. It is anticipated by Mr. Sutton that approximately 200 persons will attend the event.

The Committee discussed the key question of security during the event and indicated a reliance on law enforcement officials for a determination of what security would be required for the event. Mr. Sutton represented that his club is changing their image and cleaning up the club membership. Mr. Sutton did state that the club has been labeled as a “gang” by law enforcement, which has brought a stronger level of police action on the club members and their activities. It was advised that staff and Mr. Sutton contact the Ventura County Sheriff’s Department for a determination of security requirements for the event.

Staff will continue to work on terms of an agreement, including the determination of appropriate security, and report back to the Committee in May. At this time, the event proposal will be considered at the staff level for approvals or denial.

5. **Review of Incidents and Comments.**

PSM Belser discussed the several recent vandalism events that occurred in the park. Reports and actions have been taken through the Sheriff.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: April 6, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of April 6, 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
Staff – Steve Wickstrum and Denise Collin
2. **Public comments.** None.
3. **Board/Management comments.**
The Committee expressed concerns over the lack of progress and information regarding the Safety of Dams agreement. The General Manager is to write a letter to express these concerns.
4. **Review of the draft budget for FY 2012-13.**
The Committee further discussed the Draft FY 2012-13 Budget and reviewed options for rate adjustments. The budget schedule was reviewed and there was a suggestion that the Board provide direction on rate adjustments during the May 9, 2012, regularly scheduled meeting. The key expense issues for FY 2012-13 appear to be the payment of the Safety of Dams debt and the increase in electrical costs. The Accounting Manager will provide an update on the reserves. The Committee desires to move the budget to a presentation to the Board on April 23, 2012, followed by Board input and recommendation on May 9 and moving to a Prop 218 period for the proposed rate increase, and Board adoption on June 27.

(Note: The May 9, 2012, regular meeting of the Board may be rescheduled.)
5. **Review of preliminary 10-year capital.**
The Committee reviewed the 10-year capital plan as revised by staff. No changes were recommended during the Committee meeting.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 22, 2012

TO: Steve Wickstrum - General Manager

FROM: Denise Collin - Accounting Manager

Re: Leak Relief - Appeal to the Board
Steve & Diane Atkinson (Manager of Estate)
Property Owner: Pauline Davis
5042 Casitas Pass Road
Account Number: 96-32646-00

RECOMMENDATION:

Direction to Staff

BACKGROUND AND OVERVIEW:

Pauline Davis's property is approximately 65 acres with orchards and a small camp located on the property.

March of 2008 a large pipeline emergency occurred and CMWD's distribution crew needed to pull the meter at the above address for a period of time to repair the pipeline leak. Ms Davis endured an extended period of time with no water service and it was determined to wave all standby and consumption charges for that billing period (April 2008) for her inconvenience.

April of 2010 Ms. Atkinson was notified of high usage, a leak was discovered in a PVC line they had installed to supply water to a camp on their property. Ms. Atkinson states that when our distribution crew pulled the meter back in 2008 we also removed a turn off valve that her husband installed on the customer side of the meter; that, had the valve been reinstalled by CMWD and in place, the leak would not have occurred. Ms. Atkinson submitted all documents necessary for Leak Relief although the shut off value was not a factor in the approval of this request. Leak Relief was granted in the amount of \$630.69, the remaining bill to Ms. Atkinson was \$675.56.

December 2011 Ms. Atkinson was advised of high usage and found a leak. She states that the leak was again, in the line that connects to their camp via PVC piping they installed ten years ago and that the leak would not have occurred if the original shut off valve had been replaced by CMWD in 2008.

Steve and Diane Atkinson believe and are asking that CMWD be responsible for the full amount of loss due to the removal of the shut off valve back in 2008 which amounts to \$3,877.41. The total Leak Relief calculation per Rates and Regulations (11.1.3.4 Substitution of Larger Leaks) is \$1,876.64 less \$630.69 previously granted in 2008 which results in a Leak Relief total of \$1,370.08.

February 17, 2012 the Leak Relief request was presented to the Finance Committee and was passed to the Board for approval as it was over \$500.00. The Board approved the Leak Relief Request in the amount of **\$1,370.08.**

February 23, 2012 Mr. & Mrs. Atkinson were informed via letter that the Leak Relief was approved by the Board in the amount of \$1,370.08 and that no further compensation was granted. They were advised of our Rates & Regulations below:

5.1 Casitas-Installed Facilities: Casitas shall retain ownership of all Casitas-installed meters, appurtenances and connection piping ahead of the meter. **The valve on the outlet side of the meter, pressure regulators, backflow devices, and other special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer.** Casitas regulations relating to assurances regarding proper operation of such special facilities are set forth in Section 19 of "Protection of Public Water Supply."

18.1 RESPONSIBILITY OF CUSTOMER. The customer shall be responsible for connecting his pipeline to Casitas' meter. **The customer shall furnish and install at his own risk and expense that portion of the water system which begins at the outlet side of the meter. Such water receiving equipment shall remain the property of the customer and he shall be responsible for its maintenance and repair.** Casitas may, at its sole discretion, require the customer to install protective devices or adjust, replace, or discontinue using any water receiving or regulating equipment when surges or other potentially damaging effects to Casitas' water system are caused by the customer's operations or equipment. Casitas may require the customer to submit plans of this proposed water receiving equipment for approval by Casitas prior to the installation of its service connection facilities. Where reduced or increased pressure is desired by the customer, he shall be responsible for installing and maintaining the necessary regulators, pumps, and relief valves. In such cases, the equipment shall be installed on the customer's side of the meter and at his expense.

March 20, 2012 Mr. & Mrs. Atkinson requested and approved a payment plan for the remaining balance of \$2,494.03 after the Leak Relief credit of \$1,370.08 was applied. A payment plan was setup for \$207.84 per month through March 1, 2013 with the agreement to keep up on all current charges as well as their monthly payments.

March 16, 2012 a written request was received from Mr. and Mrs. Atkinson to appear before the Board to appeal the amount granted of \$1,370.08 and request the full amount of loss totaling \$3,877.41. This would be an additional \$2,507.33

Total Consumption 10/03/2011 to 12/06/2011	\$ 3,877.41
Less Leak Relief Granted 02/22/2012 (\$2,000.77 less \$630.69 from 2010 Leak Relief)	<u>-1,370.08</u>
Balance	<u>\$ 2,507.33</u>

March 16, 2012

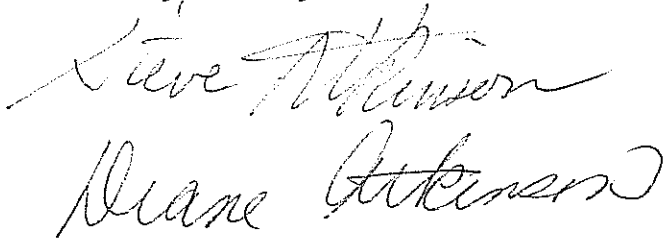
Casitas Municipal Water District
Denise Collin, Accounting Manager
1055 Ventura Avenue
Oak View, CA 93022

Re: Account: #96-32646-00 Request for Leak Relief

Dear Ms Collin,

In accordance with our telephone conversation of March 12, 2012,
We would like to appear before the board at its convenience
regarding the above leak relief.

Thank you for your assistance.

Handwritten signatures of Steve Atkinson and Diane Atkinson. The signature of Steve Atkinson is written in cursive and is positioned above the signature of Diane Atkinson, which is also in cursive.

Steve & Diane Atkinson
4900 Casitas Pass Rd
Ventura, CA 93001

REC'D JAN 24 2012

January 23, 2012

General Manager
Casitas Municipal Water District
1055 Ventura Ave
Oak View, Ca 93022

RE: Account # 96-32646-00 Leak Relief
5042 Casitas Pass Rd Ventura, CA

Dear Sir:

Recently we received a bimonthly water bill for \$3,915.73. Our usual bill is about \$50.00. We are seeking relief from the bill for the reasons discussed below.

A leak was discovered on December 6th, 2011 when our water meter was read. Soon after we received a phone call from Chelbi Kelly of your company notifying us of an extreme water bill. The leak was repaired immediately. There are neither invoices nor photos.

About ten years ago we established a campsite on our property solely for our own use. The nearest water source was the meter about 100 yards away. We cut the water supply line about two feet on our side of the meter, put in a tee and from there ran a temporary line to the camp. This line consisted of a 3/4 inch schedule 40 PVC pipe simply laid on the surface of the ground. However, because we knew the pipe would be vulnerable to livestock, about a foot from the tee toward the camp, where the pipe is still under ground, We took the precaution of installing a shut off valve so we could close the line when not in use.

Since we built the camp health issues have arisen making it difficult for us to monitor the actions of your company on or to our property.

Nevertheless this valve was in fact closed when about three years ago your water main developed a leak as it crosses Las Sauces creek on our property in the area of the our water meter. The repair was extensive requiring reshaping the steep sides of the barranca, disconnecting our plumbing, and moving the water meter. When Casitas replaced the meter, they reconnected the camp line, but did not, and this is the salient point, reinstall the shut off valve, thus leaving the temporary line permanently charged with 300 pounds of water pressure. This was done without our knowledge or permission.

We know that letters of this nature should be terse, crisp and to the point. However, in order for you to fully appreciate our position we find it will be necessary to include much more detail and history, so we ask that you to stay with us as we draw the complete picture.

As you know some two years ago a leak occurred in the camp line resulting in a \$1300 loss of which we paid \$675.56. In light of what we've said, we feel that this was a gross injustice as clearly the loss was entirely your liability. However, at the time health issues prevented us from handling the matter personally. We were forced to leave the resolution to others who paid the bill and simply repaired the camp line. More importantly however, your company did not reinstall the shut off valve, even though you were told of the omission.

As a result, recently the inevitable happened, leaving us with the current loss. We realize that we have no proof of the existence of the shut off valve, particularly since you have destroyed all evidence of it. We also realize that such problems are noisome to you who after all, have a water company to run. Finally we realize that the cheapest and most expedient way for you to deal with this is to simply deny the claim. Do so and you will probably get away with it.

Our family has owned the property in question for over 50 years, since long before the existence of Casitas Water. However, we have always gotten along with and had a good working relationship with your company. Now we ask you for a moment, to put yourself in our place, because only we know, from direct personal recollection exactly what has happened. And we are trying to tell you that you, and not we are 100 percent responsible for the nearly \$4,000 loss.

Clearly when your company, inadvertently or otherwise, necessarily or otherwise tampered with our plumbing leaving it in a vulnerable condition, which did not exist previously, you are liable for all resultant losses until such time as you correct the condition. As of this date you have still not amended the situation. We have however. At our expense severed and capped the temporary line underground and close to the tee.

Now, while you understand our position, we are sure that you agree that the entire loss should be forgiven, and we ask it to be so.

Thank you for your kind attention.

Sincerely,

Handwritten signatures of Steve and Diane Atkinson. The signature on the left is "Steve Atkinson" and the signature on the right is "Diane Atkinson".

Steve and Diane Atkinson
4900 Casitas Pass Rd
Ventura, CA 93001

CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memo

DATE: April 3, 2012

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

SUBJECT: **Adopt a Resolution for Execution of a Five Year Concession Agreement with Lake Casitas Marina, Inc., Gary Wolfe, President, to Provide Park Store Concession Services**

Recommendation:

It is recommended that the Board adopt a resolution approving the execution of the attached five (5) year agreement with Lake Casitas Marina, Inc. Gary Wolfe, President, to provide Park Store concession services at the Lake Casitas Recreation Area.

Background:

The Casitas Municipal Water District and the Bureau of Reclamation completed and approved a twenty five year Management Agreement for the Lake Casitas Recreation Area in October 2011. Finalizing this agreement allowed Casitas to then enter into new long term (instead of month to month) third party concession agreements for services in the Recreation Area. The Bureau of Reclamation approved the draft agreement November 2011, allowing Casitas to distribute requests for proposals for services for a ten year concession agreement. A walk through for prospective concessionaires was held on December 8, 2011.

The deadline to submit a proposal was December 20, 2011. Three respondents submitted proposals: Matt and Paige Byrne, Lake Casitas Marina, Inc. and Jayesh Khatri.

The Recreation Committee reviewed the proposals in closed session at their January 26 and February 3, 2012 meetings and the Board of Directors reviewed the proposals in closed session at their February 8 and 22, 2012 meetings.

Each proposal was unique and included variables that were carefully considered. After discussion, the Board inquired whether each respondent would consider a five year agreement instead of the originally proposed ten year agreement. Staff sent out inquiries and all three respondents relayed continued interest even if the contract was shortened to five years.

The information was brought back to the Board at their February 22 closed session meeting. The recommendation presented takes into consideration proposed payments to Casitas, the respondent's financial background as well as experience in providing customer service of this nature.

It is noteworthy that Mr. Gary Wolfe had the ability to exercise his first right of refusal had he not been recommended for consideration. If the Board recommends another concessionaire, Mr. Wolfe will have an opportunity to meet the offer within 30 days, and that will be brought back to the Board for consideration. There is no first right of refusal clause in the attached contract and one cannot be included as stated by the Bureau of Reclamation.

Analysis:

Mr. Wolfe has performed concession services in accordance with the current Marina and Café Concession agreement for the past 13 years. Mr. Wolfe is a qualified and responsive concessionaire and it is recommended that Casitas enter into a five year agreement with Lake Casitas Marina, Inc..

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION APPROVING EXECUTION OF A
FIVE YEAR CONCESSION AGREEMENT FOR THE
OPERATION & MANAGEMENT OF THE PARK STORE
AT THE LAKE CASITAS RECREATION AREA
BETWEEN LAKE CASITAS MARINA, INC. &
CASITAS MUNICIPAL WATER DISTRICT**

WHEREAS, in October 2011, Casitas Municipal Water District (Casitas) entered into a twenty-five (25) year agreement with the U.S. Bureau of Reclamation (USBR) for operation and management of the Lake Casitas Recreation Area (LCRA); and

WHEREAS, Casitas is authorized by the provisions of Water Code Sections 71000 et seq. to enter into a Concession Agreement for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, the Lake Casitas Marina, Inc. has been operating the Park Store Concession on a temporary basis for eleven months until the agreement with the USBR had been finalized; and

WHEREAS, bids were solicited for the operation of the Park Store and Lake Casitas Marina, Inc. was one of three bidders; and

WHEREAS, after review and research of the backgrounds and qualifications of the three bidders, Lake Casitas Marina, Inc proved to be the most qualified.

NOW, THEREFORE, BE IT RESOLVED that the President of the Board of Directors is hereby authorized and directed to execute the Concession Agreement for the Operation and Management of the Park Store at the Lake Casitas Recreation Area.

ADOPTED this 11th day of April, 2012.

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT



**CONCESSION AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
THE PARK STORE
AT LAKE CASITAS RECREATION AREA**

Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-2233

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**AGREEMENT FOR THE OPERATION AND MANAGEMENT
OF THE PARK STORE CONCESSION AT
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, made this 1st day of May, 2012, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **LAKE CASITAS MARINA, INC. d/b/a CASITAS BOAT RENTALS** (hereinafter referred to as "Concessionaire").

WITNESSETH:

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

WHEREAS, the United States has contracted with Casitas pursuant to Contract No. 14-06-200-5257 "Contract between United States and Ventura River Municipal Water District Providing for the construction of a Storage and Conveyance System", dated March 7, 1956, for repayment of federal costs incurred in construction of the Ventura River Project, for operation and maintenance of Project Works, with the stipulation that the title Ventura River Project remains with the United States; and

WHEREAS, the U.S. Bureau of Reclamation (hereinafter referred to as "USBR") has developed a Final Resource Management Plan/Environmental Impact Statement for Lake Casitas dated February 2010 with a Record of Decision #10-111, copies of which are provided under separate cover; and

WHEREAS, Lake Casitas Recreation Area (hereinafter referred to as "LCRA") is the property of the United States Government managed by the USBR, operated by Casitas under Management Agreement Number 11-LC-20-0216, dated October 7, 2011, between the USBR and Casitas, a copy of which is provided under separate cover; and

WHEREAS, Casitas is authorized by said Management Agreement to issue and administer third party contracts for concessions and services for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with said Management Agreement and in accordance with any current or future planning documents, and

WHEREAS, Casitas is authorized by the provision of Water Code Section 71,000 et seq. to enter into an agreement for concessions and services that are consistent with public recreational facilities appurtenant to facilities operated or contracted to be operated by Casitas; and

WHEREAS, Concessionaire acknowledges that Casitas, in its sole discretion, controls access to the LCRA, and that Concessionaire's business volume is limited to persons granted access to the LCRA by Casitas; and,

WHEREAS, Concessionaire acknowledges that Casitas imposes reasonable fees and charges on LCRA users, and that Concessionaire's business volume will likely be limited to those persons subject to those Casitas fees and charges; and,

WHEREAS, the words of this Agreement have been chosen specifically to support Casitas' directives and standards and to create a customer base, attract and serve the public and to operate current and future recreational facilities and ancillary services; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed; and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of park store concession services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them agree as follows:

1. **INCORPORATION BY REFERENCE**

All Schedules and Exhibits attached hereto are incorporated by reference herein.

2. **DEFINITIONS**

See Appendix 1 for definitions used in this Agreement and Appendix 2 for abbreviations and acronyms.

3. **INTERPRETATIONS**

(a) This Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

(b) For jurisdictional purposes, this Agreement shall be deemed entered into and enforceable in Ventura, California.

(c) Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

(d) A reference to a person includes firms, partnerships, corporations, limited liability company and other business organizations and their successors and permitted assignees or transferees.

(e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

In consideration of the Concessionaire's obligations contained in this Agreement, Casitas hereby authorizes and grants Concessionaire the non-exclusive use of the Demised Premises to operate and maintain a non-exclusive Park Store Concession limited to those commercial activities described herein. The Concessionaire hereby accepts such authorization and grant upon the terms and conditions of this Agreement. Nothing in this Agreement shall be construed by Concessionaire as preventing Casitas from constructing, operating or contracting for additional concession facilities of any type.

5. **DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property described in Exhibit A attached hereto.

(a) Condition of Demised Premises "AS IS". Concessionaire accepts the Demised Premises in "As Is" condition, and further agrees to make no demands upon Casitas for any improvements or alterations to the Demised Premises, except as may otherwise be provided herein.

(b) No Exclusive Use. Under no circumstances will long-term, private, exclusive use be permitted within the Demised Premises. The Concessionaire is not authorized to permit or grant any visitor, person, employee, or organization exclusive rights to occupy or use the subject services or facilities or preclude use by the public. The Concession contract is issued on a **non exclusive** use basis.

(c) Use of Demised Premises. The Demised Premises shall be used only for said purposes, and such other purposes as are related thereto provided express approval is granted by the Casitas General Manager, and for no other purposes whatsoever.

(d) Relocation. Casitas shall have the option to relocate the Demised Premises to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than ninety (90) days prior to the proposed effective date of relocation. If Casitas exercises its option to relocate the Demised Premises, Concessionaire shall relocate to the New Demised Premises at no cost or expense to Casitas, except as otherwise provided in subparagraph (e) and (f).

- (1) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.
- (2) Concessionaire's Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by the Concessionaire, then the Concessionaire shall bear the full cost and expense of moving said structures, buildings, improvements, or fixtures from the original Demised Premises to the New Demised Premises. Should Concessionaire fail to remove said structures, buildings, improvements, or fixtures from the original Demised Premises pursuant to the ninety (90) day notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition.

(e) Ownership at Commencement of Term. Concessionaire agrees that all fixtures, equipment, and personal property located on the Demised Premises at the commencement of the term belong to Casitas, except those listed in Exhibit A-4 attached hereto.

6. INUNDATION OR DROUGHT

The water level of Lake Casitas is subject to change and fluctuation from natural causes, and/or the use of water of the reservoir for domestic water supply, diversion channels and other purposes. In the event that the Demised Premises are permanently inundated or in the event that drought or imminent threat of permanent inundation affects the Demised Premises such that the rights granted to Concessionaire hereunder can no longer be exercised, Concessionaire may, at no cost or expense to Casitas, relocate to an alternate site mutually agreed upon in writing by Casitas and Concessionaire, and this Agreement shall remain in effect for the remaining portion of its term. In the event of inundation or drought which precludes the exercise of the rights granted to Concessionaire hereunder, and the parties are unable to mutually agree upon an alternate site in the LCRA, this Agreement shall terminate.

7. TERM OF AGREEMENT

(a) The term of this Agreement shall be for five (5) years from the date first written above, unless terminated sooner as provided in Paragraph 25 herein, but in no event will exceed the term of the Management Agreement Number 11-LC-20-02162011 between Casitas and the USBR hereinabove referred to which will expire on October 10, 2036 unless sooner terminated.

(b) There is no clear or inferred right of first refusal clause incorporated in this Agreement for subsequent agreements of similar nature.

(c) In the event Concessionaire holds over beyond the term herein provided, with the express written consent of Casitas, such holding over shall be from month-to-month only, subject to the terms and conditions of this Agreement and shall not be a renewal thereof.

(d) The Demised Premises shall be considered vacated after all areas, including storage and parking areas, are clear of all of Concessionaire's belongings, and keys and other property furnished for Concessionaire's use are returned to Casitas. Should Concessionaire hold over beyond the termination date or fail to vacate the Demised Premises on or before the termination date, Concessionaire shall be liable for additional rent and damages which may include damages due to Casitas loss of prospective new Concessionaires.

(e) The Concessionaire understands and agrees that the USBR will not carry forward agreements and contracts and this contract will simultaneously terminate should the Management Agreement between Casitas and the USBR expire or terminate.

8. PAYMENTS

(a) For the use granted herein, Concessionaire agrees to pay Casitas Percentage Rent in an amount equal to ten percent (10%) of Concessionaire's "Gross Sales" excluding "Bait and Tackle" items as set forth in (b) below, accruing from the date of this agreement.

(b) Percentage Rent in an amount equal to fourteen percent (14%) of Concessionaire's "Gross Sales" on the sale of "Bait & Tackle" items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances and as defined in Appendix 1.

(c) Percentage Rent excludes sales of beer and wine (requiring a license issued by the California Department of Alcoholic Beverage Control) made from or upon the Demised Premises during each calendar month during the term hereof.

(d) Miscellaneous Charges for all services, equipment, and labor provided by Casitas for wastewater hauling or other services as set forth by Board adopted rates. Miscellaneous charges will be invoiced by Casitas to the Concessionaire and paid in a timely manner in accordance with Casitas requirements.

(e) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 11311 Santa Ana Road, Ventura, California 93001, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term hereof and shall pay Percentage Rent and any Miscellaneous Charges to Casitas on or before fifteen (15) days following the end of each calendar month during the term hereof, together with a written statement signed and verified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of any Percentage Rent due. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared in accordance with Internal Revenue Service standard income tax basis of accounting. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

(f) Late Charge. A late payment charge of two percent (2%) per month shall be added to any payments received after the last day of the calendar month in which payment is due. Casitas is not obligated to notify Concessionaire of accumulated late charges.

(g) Adjustments to Gross Sales. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance and taxes. There shall be no

deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously deducted as gross receipts shall be included in gross receipts at the time they are collected.

(h) Concessionaire is not guaranteed a profit.

9. ACCOUNTING

Concessionaire hereby agrees at all times during the term to use a point of sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting practices (showing all of its sales separate from its other concessions and/or stores). The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be use.

(a) Records. Concessionaire shall maintain accounting books and records including, but not limited to, daily sales records and journals, sales returns and allowance detail, cash receipts, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, state sales and use tax returns and a complete general ledger.

(b) Storage. All accounting books and records maintained by Concessionaire shall be kept by Concessionaire for a period of no less than three (3) years after the close of each calendar year.

(c) Inspection. Concessionaire hereby grants to Casitas and its agents and accountants the right, during Concessionaire's normal business hours and upon reasonable notice, to inspect such books and records kept in connection with the business done or transacted in or upon the Demised Premises, for the purpose of verifying Concessionaire's Gross Sales. Casitas, for itself and for its agents and accountants, agrees to keep confidential all sales figures, audits and reports furnished by or obtained from Concessionaire, as between Casitas and its attorneys, lenders, financial partners, if any, accountants and other financial advisors.

(d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casita all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 26 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

(e) Subcontractors. Concessionaire shall cause all of its subcontractors to comply with the accounting requirements set forth above to the extent those requirements are applicable, and all other applicable requirements of this Agreement.

10. OPERATIONS.

(a) General

- (1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and, where permits and/or licenses are required for the Concession and/or any refurbishment or construction authorized herein.
- (2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.
- (3) Concessionaire shall have non-exclusive rights to operate the Park Store and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a recreational campground setting. Casitas reserves the right to deny specific goods.
- (4) Concessionaire shall maintain voice mail or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any non emergency messages left by Casitas within a twenty-four (24)-hour time frame. Urgent or emergency issues will be responded to immediately by a person named on an up to date emergency contact list provided by Concessionaire.
- (5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through E attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.
- (6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).
- (7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may have direct access to on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- (2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. The Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Access to the LCRA shall be at the sole discretion of Casitas for such employees, service and delivery companies and contractors. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.

- (3) Tuberculosis Screen. Concessionaire shall not employ any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. Concessionaire staff shall be required to undergo the foregoing examination at least once every four (4) years. Any staff that has a documented positive skin test confirmed by X-ray shall be immediately referred to the County's Health Officer. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association, which indicated freedom from active tuberculosis.
- (4) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.
- (5) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises or in violation of LCRA Ordinances. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

- (1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.
- (2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

- (1) Concessionaire is authorized non-exclusive rights to sell to the general public supplies such as canned and packaged food supplies, soft drinks, beer, wine, propane, ice, firewood, sporting goods and camping supplies, approved fishing tackle and bait in compliance with Casitas' Ordinances, personal products, souvenirs and clothing. The Park Store Concession shall be specifically excluded from selling fireworks, weapons

and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.

- (2) The stock in the Park Store shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.
- (3) Concessionaire may obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control. Concessionaire shall be fully responsible for the sale of beer and wine beverages and tobacco in accordance with State and Federal law, including, but not limited to, licensing, sales restrictions and pricing. If at any time, in the sole opinion of the Casitas Board of Directors, the sale by Concessionaire of beer, wine and/or tobacco materially affects, causes or adds to the problems of keeping the LCRA free of litter and of maintaining order among the general public using the LCRA, the right granted herein may be terminated at any time upon thirty (30) days written notice from Casitas to Concessionaire.
- (4) The amount of retail floor space used for alcoholic merchandise, display, promotion and products will not exceed ten percent (10%) of the total floor space inside the Park Store at any given time.
- (5) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager.

(e) Hours of Operation

Concessionaire shall establish regular hours of operation that will accommodate the visiting public demands. Upon commencement of the Concessionaire Agreement and by February 1 of each succeeding year, the Concessionaire shall submit to Casitas for review, change and approval a written seasonal schedule of hours (opening and closing times) for the operation. Any change to the schedule must be submitted to, and approved by, Casitas prior the implementation of the schedule change.

(f) Security

- (1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.
- (2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall

have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall promptly make safety improvements as needed and as requested by Concessionaire's insurance carrier, Casitas' General Manager or the Board.

(h) Advertising and Promotion

Concessionaire is responsible for the advertising and promotion of his/her own business.

- (1) Signs. Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casitas Recreation Area logo or name.
- (2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.
- (3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(i) Interruptions of Business

There is the possibility of interruptions of this Concession Agreement. These interruptions could be due to contamination of Lake Casitas, impacts on the Concession Agreement due to construction and maintenance projects, insurance changes, changes in lake level and any other similar business interruptions. Should these interruptions require Casitas to place additional restrictions upon the Concessionaire, Casitas shall not be liable for any expense or loss of business due to Concessionaire's complying with those additional restrictions, as long as the restrictions were consistently applied to other like-users of the LCRA. However, since insurance changes can be mandated by Casitas' insurer, Concessionaire shall not hold Casitas liable for expense or loss of business due to Concessionaire's complying with additional restrictions due to insurance changes, even where those restrictions were not consistently applied to like-users of the LCRA.

(k) Utilities

Concessionaire shall contract directly to provide and pay for any necessary utilities serving the Demised Premises, including the installation of necessary metering devices. Such necessary utilities include, but are not

limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(l) Sanitation

No offensive matter, or refuse, or substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted to accumulate or remain on the Demised Premises and within a distance of fifty (50) feet thereof. Concessionaire shall contract and pay fees to collect and remove trash and debris to an area approved disposal site or landfill that is not located within the watershed of Lake Casitas. Refuse shall be removed as needed, but minimally once per week. Concessionaire shall furnish all equipment and materials necessary for refuse collection, including trash receptacles of the size, type, color and number required by the Casitas.

- (1) Trash. Concessionaire shall support USBR and Casitas efforts to protect the resources of Lake Casitas. Concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Trash cans shall be conveniently located for use by customers. Concessionaire shall promote recycling and make it convenient for public use.
- (2) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. Major sanitation facilities and large trash receptacles shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible. Concessionaire shall engage and pay for the services of an independent contractor for the removal of the trash and garbage that is generated by its facilities. Casitas shall empty trash containers located in the outdoor areas adjacent to the Demised Premises. Concessionaire shall empty containers located adjacent to the Demised Premises.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Park Store Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal. Casitas presently collects and removes sewage that is discharged by the Concession into Casitas' holding tanks. The Concessionaire shall be responsible for clearing any obstruction in the sewer lateral which serves its structures, the maintenance of grease traps and the cleanup of any and all sewage spills that may occur in his/her respective areas of responsibility.

(m) Incident Reporting

Concessionaire shall investigate or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, or other incidents of a serious nature within the Demised Premises. Concessionaire shall make an initial verbal/phone message report on such incidents to Casitas' designated representative within two (2) hours of knowledge of the incident. Under most circumstances, or when requested by Casitas, Concessionaire shall submit a written incident report via hard copy or e-mail to Casitas' designated representative within two (2) calendar days of the verbal notice.

(n) Hazardous Materials

- (1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include,

but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

- (2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(o) Pest And Weed Control

Concessionaire shall not permit the use of any pesticides/chemicals on the Demised Premises without prior written approval by Casitas. All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use and with applicable Casitas Integrated Pest Management Plan and USBR policy and directives and standards. Applicators shall meet applicable State training and licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance and report submission shall be in accordance with State requirements and a copy of the report submission shall be furnished to Casitas at the same time.

(p) Protection Of Natural And Cultural Resources

- (1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.
- (2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

11. MAINTENANCE

(a) **Casitas' Duties.** Casitas shall repair and maintain the areas surrounding the Demised Premises at Casitas' sole discretion. Casitas shall maintain the structural parts of the building owned by Casitas that is located within the Demised Premises. The structural parts include the foundation (excluding flooring), exterior walls (excluding glass windows and doors), the structural and waterproofing membrane portions of the roof (excluding skylights), and public areas adjacent to the Demised Premises. There shall be no abatement of rent, and no liability of Casitas, by reason of any injury to or interference with Concessionaire's business arising from the making of any repairs, alterations, or improvements to any portion of the Demised Premises. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statute or ordinance now or hereafter in effect.

(b) **Concessionaire's Duties.** Concessionaire shall maintain the Concession equipment and premises in good repair and condition. Concessionaire shall perform and pay for all repairs and replacements in compliance with applicable law. All maintenance and repairs shall be commenced within thirty (30) days of the need thereof and diligently completed. Maintenance includes, but is not limited to:

- (1) **General.** Concessionaire shall at its sole cost (i) maintain, repair and replace, all in first class condition, all portions of the Demised Premises (except those portions to be maintained by Casitas as expressly set forth above), (ii) arrange for removal of trash from the Demised Premises, (iii) furnish reasonable janitorial services within the Demised Premises, (iv) maintain and repair any plate-glass windows appurtenant to the

Demised Premises and all interior and exterior doors, including roll-up doors, (v) maintain, repair, replace the heating, air-conditioning, and ventilation system ("HVAC") exclusively serving the Demised Premises including establishment of a maintenance contract for the periodic inspection, maintenance, and replacement, as necessary, of the HVAC system, (vi) maintain a pest and termite control service agreement with respect to the Demised Premises, (vii) maintain and repair all telephone lines, electrical fixtures, wiring, panels, transformers, conduits, lighting fixtures, lamps, and tubes that are exclusively serving the Demised Premises, and (viii) maintain, repair, and/or replace any water heating systems, sewer lines, and plumbing lines and fixtures that are exclusively serving the Demised Premises.

- (2) Annual Maintenance Plan. Concessionaire will prepare and submit an annual maintenance plan on January 1 of each year for approval by Casitas.
- (3) Graffiti Eradication and Control of Graffiti from the Outside Surfaces of said Demised Premises. Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed. In addition, within twenty-four (24) hours of notification from Casitas, Concessionaire shall remove graffiti from said Concession premises. Concessionaire shall use materials as provided by Concessionaire; however, Concessionaire is not required to sandblast walls or walkways.
- (4) Emergency Repair. Emergency repairs to Concession equipment and premises shall be made immediately so as to avoid any hazard to public health and safety.
- (5) Damage from Criminal Conduct. Concessionaire shall be responsible for the repair or replacement of any property located on the Demised Premises damaged by criminal conduct.
- (6) Equipment Repair or Replacement. Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.
- (7) Concessionaire's Damage Liability. The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.
- (8) Default of Maintenance Obligations. In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. FEES AND TAXES

(a) Public LCRA entrance and use fees will be set in accordance with the fee schedule established by Casitas and Casitas shall have the right to collect as income, receipts derived from recreation related permits and contracts which it issues and administers for activities within the LCRA, as authorized in the California Water Code Section 71660 et. Seq.,

(b) The use or occupancy of the Demised Premises by Concessionaire constitutes a property interest which will be subject to possessory interest taxes. Concessionaire will be liable for the payment of such possessory interest taxes and any other taxes which may be levied on the property pursuant to the applicable taxation code. Concessionaire shall pay the applicable County or State agency, before delinquent, all taxes and assessments including said possessory interest tax levied against Concessionaire by reason of use and occupancy of the Demised Premises.

13. RIGHTS OF CASITAS AND USBR

(a) The USBR retains the primary jurisdiction over the Ventura River Project and the LCRA. The USBR can give written notice to Casitas if the USBR determines that changes in land use for USBR purposes within the LCRA are necessary. Casitas will give written notice to Concessionaire if any land use changes required by the USBR are necessary and will affect the Concessionaire.

(b) Casitas or the USBR may close the LCRA, or any portion thereof, including the Demised Premises, to public use whenever it is determined such restriction is necessary in the interest of water delivery project operation, public safety or national security. Casitas' designated representative will give written notice to Concessionaire of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. Concessionaire will enforce such closure and such enforcement will include coordination and cooperation with Casitas.

(c) The USBR and Casitas reserves the right to establish, grant or utilize additional easements or rights of way over, under, along and across the Demised Premises for utilities and/or public access to the LCRA provided Casitas shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Concessionaire shall not claim any damages, loss of business, impact costs or other costs of any kind due to such an easement.

14. INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless and defend Casitas its directors, employees, or authorized volunteers, and each of them from and against the following:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Casitas and/or Concessionaire, or any directors, officers, employees, or authorized volunteers of Casitas or Concessionaire, and damages to or destruction of property of any person, including but not limited to, Casitas and/or Concessionaire and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of Casitas or its directors, officers, employees, or authorized volunteers.

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

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

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

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

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

(g) Concessionaire agrees to carry insurance for this purpose as required by this Agreement. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Casitas, or its directors, officers, employees, or authorized volunteers

(h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.

(i) The parties hereto shall each be responsible and liable only for the negligent acts or omissions of their respective employees or assigns to the extent provided by law. However, nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each party against each other and third parties.

15. **INSURANCE**

Without limiting Concessionaire's indemnification of Casitas, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations listed herein. Such insurance shall be provided by insurer(s) satisfactory to the Casitas General Manager and evidence of such programs satisfactory to Casitas shall be delivered to the Casitas General Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Casitas is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by Casitas and shall name Casitas and the United States Government additional insureds. If CASITAS insurance requirements change, the Concessionaire will be required to make changes in their insurance accordingly at Concessionaire's sole expense.

(a) **Certificate of Insurance.** Prior to execution of the Agreement, Concessionaire shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to meet all insurance requirements under this Agreement.

(b) **Proof of Insurance.** The Concessionaire shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon as are required under this Agreement. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to the commencement of this Agreement, Casitas shall, at its sole option, obtain such insurance coverage and charge Concessionaire the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide required insurance coverage shall result in the loss of the use of the facility. Concessionaire shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

(c) During the entire term and any extension of this Agreement, Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall

apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

(d) During the course of this Agreement Concessionaire shall, if alcoholic beverages are sold, maintain Liquor Liability Insurance coverage at least as broad as the Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

(e) Required Provisions. The general liability and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.
- (4) The Concessionaire's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

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

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

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

(i) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

16. **RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES**

If during the term of the Agreement the buildings or improvements or such fixtures or equipment, on, below, above or appurtenant to the Demised Premises at the commencement of the term or thereafter erected, installed or placed thereon or therein shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and provided such destruction or damage is required to be covered by insurance, Concessionaire shall give the Casitas General Manager notice as soon as practicable thereof. In the event such damage restricts the purpose and execution of this Agreement, and or creates hazardous area, Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof, and direct its insurer to make any payment of loss proceeds jointly payable to the Concessionaire and Casitas for deposit with the Insurance Trustee. Concessionaire shall promptly restore same to the condition existing immediately prior to such occurrence, or if not possible or feasible in view of the damage sustained and availability of funds with which to rebuild, terminate this Agreement.

(a) **Restoration Terms and Conditions.** The terms and conditions upon which any buildings or other improvements on, below, above or appurtenant to the premises, including fixtures and equipment shall be restored by Concessionaire after any such destruction or damage by fire or any other cause, except by condemnation, and the terms and conditions upon which the proceeds of insurance, except for small losses waiveable by the Casitas General Manager, which are held in trust by the Insurance Trustees, shall be applied to the cost of such restoration are as follows:

(b) **Submission of Plans and Specifications.** Concessionaire shall submit to the Casitas General Manager within thirty (30) days after the receipt of the insurance proceeds by Insurance Trustee, complete plans and specifications which shall be designed to restore the buildings and improvements at least to the condition immediately prior to such destruction or damage and as completely similar in character as is practicable and reasonable. The plans and specifications shall be subject to the review of the Casitas General Manager and approval by the Casitas General Manager and such approval shall not be unreasonably withheld. The Casitas General Manager shall either approve the same or serve written notice upon Concessionaire of disapproval thereof and objections thereto.

(c) **Submission of Contracts.** Concessionaire after approval by Casitas shall furnish to the Insurance Trustee a copy of any contract or contracts which Concessionaire shall enter into for the making of such restoration; or, if the restoration is to be done by Concessionaire, a copy of all subcontracts made by Concessionaire in connection with such restoration and an estimate of the cost thereof, both in stages and upon completion, which shall be certified by the architect of Concessionaire as being reasonably accurate.

(d) **Payments and Retention.** During the progress of restoration at the end of each month or from time to time as may be agreed upon, and upon the written request of Concessionaire, the Insurance Trustee shall pay to Concessionaire or to the contractors and material suppliers of Concessionaire for the account of Concessionaire, out of such proceeds held in trust; the amount agreed by Concessionaire and Casitas to be owing to Concessionaire less a ten percent (10%) retention. The retention shall be released thirty-five (35) days after a Notice of Completion is filed and all outstanding punch list items are complete.

(e) **Advance Certificate.** At the time of each such request for advance by Concessionaire and as a condition precedent thereto Concessionaire shall also submit a certificate signed by Concessionaire and the architect of Concessionaire not more than thirty (30) days prior to such request setting forth the following:

- (1) That the sum then requested either has been paid by Concessionaire or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Concessionaire; and that the sum then requested does not exceed the value of the services and materials described in the certificate.
- (2) That, except for the sum then requested in such certificate stated to be due for services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due to labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or material men's statutory or similar lien upon such restoration or upon the premises or the buildings and improvements on, under, or above the premises or any part thereof or Concessionaire's leasehold interest therein.
- (3) That the cost, as estimated by the persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Concessionaire to defray such cost.
- (4) That all of the work of restoration so far completed is proper and of the quality and class at least equal to the original work and in accordance with the plans and specifications.
- (5) At the completion of the restoration and following disbursement of the final advance to Concessionaire required to complete the payment of restoration costs, any such insurance proceeds remaining shall be paid by the Insurance Trustee to Concessionaire. In no event, however, shall the Insurance Trustee be liable for any amount in excess of the amounts so received and held in trust, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Concessionaire shall pay such additional cost.

(f) **Failure to Commence Restoration.** If Concessionaire fails to commence such restoration in accordance with the provisions of this Agreement within one hundred eighty (180) days, or having commenced restoration shall fail to complete it in accordance with such provisions with reasonable diligence, and such failure shall continue for a period of fifteen (15) days after notice by Casitas, Casitas may, at its option and upon serving written notice upon Concessionaire that it elects to do so, make and complete such restoration. In such event, and whether or not this Agreement may have theretofore been terminated by reason of any default by Concessionaire, Casitas shall have the right, as the restoration progresses, to use and apply the insurance proceeds to the cost of such restoration to the extent that it shall not theretofore have been applied to the payment of reimbursement of costs and expenses of Concessionaire and the mortgagee in making the restoration.

(g) Abatement. If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to Casitas by Concessionaire may be abated and/or other relief afforded to the extent that the Casitas General Manager may determine the damage and/or restoration interferes with Concessionaire's operations; provided a claim therefore is filed with the Casitas General Manager within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Demised Premises is found by the Casitas General Manager to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to its operations, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(h) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.

(i) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within sixty (60) days from the date of the damage or destruction, commence full repair at Concessionaire's cost or a negotiated cost share and continue the performance of this Agreement in good faith to completion. In any event, the Demised Premises shall remain the property of Casitas. Casitas shall be under no obligation to make any repairs or reconstruct any buildings or structures.

17. **NON-ASSIGNMENT**

During the term of this Agreement, the responsibilities of the Concessionaire as described herein shall not be assigned to others without prior written approval of Casitas Board of Directors.

18. **THIRD PARTY CONTRACTS AND PERMITS**

Concessionaire may not enter into, or issue and administer, third party permits or concession contracts to persons or associations for the purpose of selling or soliciting services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this Agreement, without prior written approval of Casitas. Written approval shall be by amendment to this Agreement.

19. **IMPROVEMENTS, EQUIPMENT AND INVENTORY**

(a) Construction of structures or improvements within the Demised Premises or disposal of the same by the Concessionaire shall only be done with the prior written approval of Casitas.

(b) Casitas current and accurate Property Record Inventory of all Fixed Assets and Equipment installed or constructed within the Demised Premises at the time of execution of this Agreement, is attached hereto as Exhibit A-3.

20. **CONSTRUCTION**

(a) Prior Written Approval. Concessionaire shall not make any alterations, additions, structure replacements or improvements to the Demised Premises without first obtaining Casitas' and Reclamation's prior written approval of all plans, specifications, drawings, and architectural/construction cost estimates, which approval may be withheld if the proposed alteration, addition, or improvement is not within the theme or character of the LCRA or if not approved by Reclamation, exceeds the express or implied scope of Concessionaire's services under this Agreement, sacrifices the public health, safety, or welfare, or for any other reason infringes on Casitas' operation of the LCRA. The Concessionaire shall provide to Casitas and initial request for consideration by Casitas and the USBR, and pay for any or all USBR or Casitas' plan review or preliminary environmental reviews. Said request may include conceptual sketches and drawings.

(b) Cost and Expense. In the event that Casitas consents to Concessionaire making any alteration, addition, or improvement to the Demised Premises, Concessionaire agrees that the same shall be made at Concessionaire's sole cost and expense.

(c) Plans and Specifications. Concessionaire shall appropriately utilize the services of architects, engineers, and contractors that are appropriately licensed by the State of California. Concessionaire shall cause two sets of a preliminary design to be prepared and submitted for review and approval by Casitas and the USBR; and within sixty (60) days following the approval thereof, cause two sets of working drawings and a general construction schedule to be prepared and submitted for review and approval by Casitas and the USBR. Upon approval thereof, said working drawings shall be incorporated herein by reference. Concessionaire shall within thirty (30) days after the approval of the working drawings as provided herein, post the construction site with a notice on non-responsibility of Casitas for payment of the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same. The improvements shall be deemed to be complete upon acceptance of the works of improvement by the Casitas General Manager, as evidenced by the certification of a qualified engineer or architect that the improvements were built in compliance with all state and county building and safety codes. The concessionaire shall provide to Casitas one copy of as-built plans within sixty (60) days after the completion of the works of improvement.

(d) Practices and Procedures. In making any alterations, additions, or improvements to the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Concessionaire agrees that Casitas shall have the right to access the premises during the construction work for the purposes of Casitas' own inspection of the construction work. This inspection is not in service to the Concessionaire or a substitute for Concessionaire's inspection or control of the construction work. The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the construction work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA.

(e) Insurance and Bonds.

- (1) Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof or evidence that his existing coverage will cover the construction.
- (2) Concessionaire shall be responsible for providing bonds for the construction as follows:
 - a. Payment Bond. Concessionaire shall file with Casitas a surety bond to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the construction contract, conditional as provided by Section 3247 of the Civil Code.
 - b. Performance Bond. Concessionaire shall also file with Casitas a surety bond, to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the construction contract.
 - c. Maintenance and Guarantee. Concessionaire hereby guarantees that the entire work constructed by him under contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him/her. Concessionaire hereby agrees to make, at his/her own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him/her that becomes evident within one (1) year after completion, and to restore to full compliance with the requirements of the contract, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the contract. Concessionaire shall make all repairs and replacement promptly upon receipt of written orders from Casitas to do so. If the Concessionaire fails to make the repairs and replacements promptly,

Casitas may do the work and the Concessionaire and his/her Surety shall be liable to Casitas for the cost thereof.

- d. Each of said bonds shall be executed by the Concessionaire and a corporate surety licensed in the State of California. If the amount payable under terms of the contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

(f) Surrender on Termination. In the event that Casitas consents to Concessionaire making any alterations, additions, or improvements that are attached to the real property constituting the Demised Premises, the same will become a part of the real property and be surrendered to Casitas upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise) and without compensation being paid to Concessionaire.

(f) Removal. Casitas reserves the right, upon written notice, to require the Concessionaire to remove structures, buildings and/or improvements made by the Concessionaire with the consent of Casitas during the term of this Agreement within ninety (90) days of the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise). Should Concessionaire fail to remove said structures, buildings, and improvements pursuant to said notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition. For any removal, Concessionaire shall restore the Demised Premises to its original condition.

(g) Trade Fixtures. Upon prior written approval by Casitas, Concessionaire may provide and install appliances, furniture, fixtures and equipment mutually agreed by the parties to be required for the operation of the Concession. Said appliances, furniture, fixtures and equipment shall remain the property of Concessionaire who shall have the right to remove, repair, and replace same from time to time as appropriate and at no cost or expense to Casitas.

(h) Trade Fixtures Removal. During the last thirty (30) days preceding the scheduled expiration of this Agreement, and within thirty (30) days after any sooner termination of this Agreement, Concessionaire shall remove any appliances, furniture, fixtures and equipment from the premises, other than those which have been furnished by Casitas or are so affixed that their removal from the Demised Premises cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures and equipment within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and Casitas may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse Casitas for any cost incurred in excess of and consideration received from the sale, removal or demolition thereof.

21. **OPTION TO PURCHASE**

Upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), Casitas shall have the first-right option to purchase any and all structures, installations, facilities, equipment and stock-in-trade owned by Concessionaire.

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

(a) The parties hereto shall meet annually, or more often if requested by either party, to inspect the Demised Premises and review the administration, operation, maintenance and requested development of the Concession. The purpose of this inspection and review is to ensure that administration, operation, maintenance and development procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Concession is in accordance with the intended purposes and in compliance with Casitas Ordinances. Deficiencies and problems shall be corrected in a timely manner by the Concessionaire.

(b) Concessionaire shall be evaluated by Casitas under a Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation,

(2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted semiannually. All other evaluations shall be conducted as Casitas may desire as identified under this agreement. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(c) The USBR may conduct an annual inspection of Casitas and Concession operations and will provide in writing necessary corrective action and time line for compliance.

(d) Notification of any non compliance with the term and conditions of this Agreement shall be in writing, giving a ninety (90) day period of time in which the non-compliant act or omission shall be corrected.

(e) In the event the Concessionaire disagrees with Casitas' direction regarding any corrective action, Concessionaire and Casitas shall attempt to reach mutual agreement on such action within the ninety (90) day period, or such longer period as may be mutually agreed to by both parties hereto, as necessary to address any notice of non-compliance. If, after ninety (90) days, or longer agreed period, there is no mutual agreement on the proposed action, Casitas' proposed action shall take precedence. If this occurs both parties have the right to terminate this Agreement after notice in writing as set forth in Item 24 below.

23. EXAMINATION OF RECORDS

(a) Casitas, a public entity, requires that, at any time, the Concessionaire produce for examination any pertinent books, documents, papers, and financial records of the Concessionaire and/or the Concessionaire's contractors, permittees involving transactions related to this Agreement within the Public Records Act parameters.

(b) Casitas may, at any time, request an independent audit of the Concessionaire's financial activities for the LCRA. Such independent audit shall be performed at the cost of Casitas. Any discrepancies found during such audits shall be corrected within a reasonable amount of time, as determined by Casitas, by the responsible party.

24. NOTICE TO CURE/DISPUTE RESOLUTION

(a) Non-Compliance. Notification of non-compliance with the terms and conditions of this Agreement shall be in writing, giving a period of time in which the non-compliance shall be corrected. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time shall be grounds for termination of all or part of this Agreement or temporary suspension of operation after notice in writing of such intent.

(b) Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute as soon as possible as outlined in Exhibit D.

(c) The inability of Casitas' and Concessionaire's designated representatives to mutually agree on a proposed action within thirty (30) calendar days, or longer period as may be agreed to by the parties hereto, may result in termination of this Agreement by either party.

25. TERMINATION

This Agreement shall terminate and all rights and obligations of the parties under this Agreement will cease under any one of the following conditions:

(a) Upon expiration of the term of this Agreement.

(b) For cause, including, but not limited to, violations of Casitas Ordinance entitled "An Ordinance of Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area", failure to pay fees, violation of health and safety regulations and violation of Federal, State and local regulations as applicable, upon receipt of a written notice of termination from Casitas.

(c) At any time upon written notice to Concessionaire that Casitas has received a notice of termination from the USBR.

(d) In the case of termination for cause, Concessionaire must completely vacate the Demised Premises within thirty (30) calendar days of written notice of determination.

26. **CANCELLATION UPON DEFAULT**

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

(b) Possession. Upon cancellation CASITAS shall have the right to take possession of the Concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Notice to Lenders. The Casitas General Manager shall send a copy of any intended cancellation of this Agreement to any Lender whose security would be affected thereby provided that such Lender shall have previously registered with the Casitas General Manager by written notice specifying the name and address of said Lender; and upon Lender's request for postponement, extend the date set for cancellation by such time as the Casitas General Manager finds reasonable to correct the grounds for cancellation or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage. Any new concessionaire shall be responsible for correcting the original grounds for cancellation within a time set by the Casitas General Manager.

(d) Events of default shall be:

- (1) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.
- (2) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- (3) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.
- (4) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.
- (5) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days

after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.

- (6) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.
- (7) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.
- (8) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.
- (9) The execution by Concessionaire of an assignment for the benefit of creditors.
- (10) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.
- (11) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.
- (12) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.
- (13) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

27. **RIGHT OF ENTRY**

(a) **General.** Any officers and/or authorized employees of Casitas may enter upon the Demised Premises any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms of this Agreement, or for any other purpose incidental to the rights of Casitas within the demised premises. No re-entry or taking of the premises by Casitas pursuant to this Agreement shall be construed as an election to terminate this Agreement, unless a written notice of such intention is given to Concessionaire or unless the termination thereof is decreed by a court of competent jurisdiction.

(b) **Abandonment.** In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said

premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

28. INDEPENDENT CONTRACTOR

In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor has been or is intended to be created. The parties to this Agreement do not intend to create a partnership, joint venture, relationship of master and servant, or principal and agent. It is mutually understood and agreed that the relationship created between the parties to this Agreement is to be determined in accordance with the laws relating to owners and lessees of real property.

29. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

30. NOTICE

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing: Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

Casitas: Casitas Municipal Water District, 11311 Santa Ana Road, Ventura, California, 93001

Concessionaire: Lake Casitas Marina, Inc., Gary Wolfe, President, 2923 Seaview Avenue, Ventura, California 93001.

31. BOARD REVIEW

The Board of Directors may review all decisions by the Casitas General Manager contained in this Agreement. A decision rendered by the Casitas General Manager is deemed final if it is not placed on the Board's agenda within sixty (60) days of being rendered by the Casitas General Manager. If the Board places a decision rendered by the Casitas General Manager on the Board's agenda within said sixty (60) day period, the decision is not final until formally ratified by the Board.

32. MERGER AND MODIFICATION

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

33. ATTORNEYS FEES

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expense.

34. **ASSIGNMENT**

Neither the Concessionaire nor Casitas shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

35. **SUCCESSORS IN INTEREST**

Subject to Paragraph 34, the rights and obligation of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

36. **DESIGNATED REPRESENTATIVES/NOTICES**

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

Casitas – General Manager, Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California 93022.

Designated Representative – Park Services Manager, 11311 Santa Ana Road, Ventura California 93001.

Concessionaire – Gary Wolfe, 2923 Seaview Avenue, Ventura, California 93001

Any written notice, demand, or request, as required or authorized by this Agreement, shall be properly given if delivered by hand, or by mail, postage prepaid, to the other party as above listed. Both parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

37. **AGREEMENT DRAFTING CONSIDERATIONS**

The parties hereto agree and acknowledge that this Agreement has been drafted after full arms-length negotiations, and that the usual rule of contractual construction that all ambiguities shall be construed against the drafting party shall not apply to the interpretation of this Agreement.

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

CASITAS MUNICIPAL WATER DISTRICT

By: _____
Russ Baggerly, President of the Board of Directors

CONCESSIONAIRE

**LAKE CASITAS MARINA, INC. d/b/a
CASITAS BOAT RENTALS**

By: _____

Gary L. Wolfe, President

Attest:

By: _____
Bill Hicks, Secretary of the Board of Directors

FINAL DRAFT IN PROCESS 4/11/2012

Appendix 1: Definitions

- (a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Park Store; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.
- (b) "Bait and Tackle" Bait and Tackle: means all the equipment, such as rods, lines, bait, etc., used in angling. Bait and tackle as referenced in this document is equipment items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances.
- (c) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in thus Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.
- (d) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.
- (e) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (f) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.
- (g) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.
- (h) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance.
- (i) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, that are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g. wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).
- (j) "Concession Fee" means the fee established by a third party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.
- (k) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well kept condition.

- (l) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).
- (m) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing
- (n) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.
- (o) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.
- (p) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.
- (q) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).
- (r) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (s) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred
- (t) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.
- (u) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.
- (v) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g. water, power, and sewer lines) and constructed site improvements (e.g. paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.
- (w) "Gross Sales" means money, cash receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, fees and commissions made or earned by Concessionaire and/or all the assignees, subcontractors, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Demised Premises, including, but not limited to, food and beverage sales, merchandise sales, catering and "to-go" sales and services, and other revenues of any kind except: (i) the amount of any sales tax, use tax, gross receipts tax, successor tax or similar tax, imposed by a federal, state, municipal or governmental

authority directly on sales and collected from customers; (ii) the exchange of merchandise between other concessions and/or stores of Concessionaire where such exchange is made solely for the convenient operation of the business of Concessionaire and not for the purpose of depriving Casitas of the benefit of a sale which otherwise would be made from the Demised Premises; (iii) proceeds from the sale of trade fixtures, machinery and equipment; and (iv) the amount of any cash or credit refund made upon any sale from the Demised Premises previously included in Gross Sales.

FINAL DRAFT IN PROCESS 4/11/2012

Appendix 2: List of Acronyms

ESA	Endangered Species Act
IPM	Integrated Pest Management
LCRA	Lake Casitas Recreation Area
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
PP&E	Plant, Property and Equipment
RMP	Resource Management Plan
USBR	U.S. Bureau of Reclamation

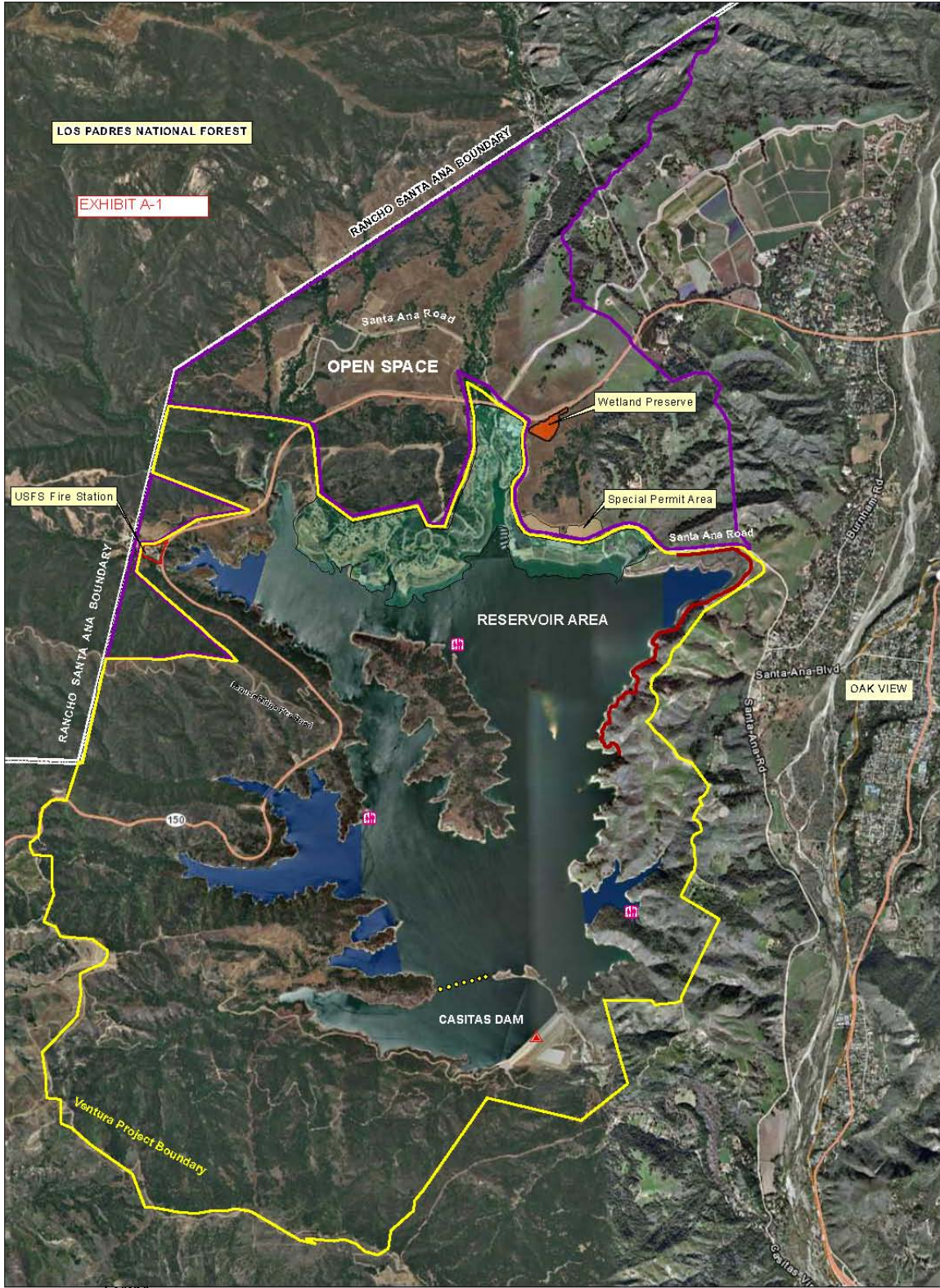
FINAL DRAFT IN PROCESS 4/11/2012

EXHIBIT A

PARK STORE CONCESSION - DEMISED PREMISES

The purpose of Exhibit A is to establish the physical boundaries of the concession operation as generally illustrated in Exhibit A-1 and A-2, attached hereto. Casitas owns and maintains the Park Store building, a wood frame building structure of floor dimensions approximating 46' by 49' (2,254 SF), concrete walkway and porch, asphalt parking lot, area for tank for propane sales, electrical wiring and lighting fixtures, water and sewer plumbing, and sewage holding tank, as shown in Casitas Drawing Numbers 1244 thru 1251, 1260, and 1582 thru 1587, which are on file with Casitas.

The Park Store Concession is authorized to conduct its business within the specified locations in the LCRA, Casitas and the USBR will continue have ownership/management over all assigned Demised Premises.



LOS PADRES NATIONAL FOREST

EXHIBIT A-1

RANCHO SANTA ANA BOUNDARY

Santa Ana Road

OPEN SPACE

Wetland Preserve

USFS Fire Station

Special Permit Area

Santa Ana Road

RESERVOIR AREA

OAK VIEW

150

Lanudo Canyon Road

Santa Ana Blvd

Santa Ana Rd

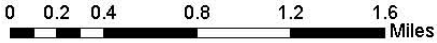
CASITAS DAM

Casitas River

Ventura Project Boundary

Legend

- Restrooms
- Castas Recreation Area
- Castas Reservoir Lands - Ventura River Project
- Open Space "Title IV Lands"
- Castas Dam
- Bike Trail
- Posted Closed Shoreline
- Buoys
- Special Permit Area



RECLAMATION
Managing Water in the West



072



EXHIBIT A-3

LIST OF ITEMS IN PARK STORE OWNED BY CASITAS

SALES AREA

Three rows multi-level display shelves
One row multi-level display shelf on west wall
One sales counter
One three sliding door commercial chest freezer
One three door commercial stand alone refrigerator
Two four door walk-in coolers with shelves
Miscellaneous wall mounted shelving and display racks
Two wall mounted air conditioning units on west wall near ceiling
Ceiling hung florescent lighting

STOREROOM AREA

Miscellaneous wall mounted shelving and display racks
One white chest freezer (home type)
Ceiling hung florescent lighting
One large, deep sink
One hot water heater
Bathroom with sink, commode and large mirror

MISCELLANEOUS

Miscellaneous outdoor lighting
Swamp coolers are reported not working
No heat in building reported
Chain link fenced, enclosed storage area on outside, northwest corner of building
Barriers and electrical for propane dispensing system

EXHIBIT A-4

LIST OF ITEMS IN PARK STORE NOT OWNED BY CASITAS

MISCELLANEOUS

One small "window" air conditioner for enclosed office space

Propane tank, skid and dispensing system*, ice freezers, ice cream freezers, chip displays, firewood rack, etc.

*New propane vendor requires new permit and concrete pad at concessionaire's expense

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EXHIBIT B

ENVIRONMENTAL REQUIREMENTS

(a) Concessionaire shall operate, maintain and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.

(b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.

(d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.

(e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.

(f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.

(g) The Endangered Species Act of 1974 will be given full consideration in all activities.

(h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

- (1) Executive Order 11990, Protection of Wetlands.
- (2) Executive Order 11988, Floodplain Management.

- (3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).
- (4) Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).
- (5) Executive Orders 11664 and 11989 for Off-Road Use.
- (6) National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).
- (7) Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- (8) Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- (9) National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- (10) Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- (11) Archaeological and Historic Preservation Act (Public Law 93-291).
- (12) Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- (13) Executive Order 11593, Protection and Enhancement of the Cultural Environment
- (14) National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- (15) Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- (16) Executive Order 12088, Federal compliance with Pollution Control Standards.
- (17) The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).
- (18) Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.).
- (19) Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).
- (20) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.
- (21) 43 Code of Federal Regulation, Part 420 (off-road vehicle use on USBR lands).
- (22) 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- (23) Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).
- (24) Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

EXHIBIT C

AMERICANS WITH DISABILITIES REQUIREMENTS

Concessionaire shall fully comply with the Americans With Disabilities Act (ADA) and Americans With Disabilities Guidelines (ADAG) as amended from time to time, as applicable.

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EXHIBIT D-1

EQUAL OPPORTUNITY REQUIREMENTS

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

- (a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) Concessionaire will, in all solicitations or advertisements for employees placed by or in behalf of the Park Store Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.
- (c) Concessionaire will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Concessionaire will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) Concessionaire will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of Concessionaire's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by Casitas or the USBR and the Concessionaire may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D-2

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

EXHIBIT E

TITLE VI, CIVIL RIGHTS ACT OF 1964

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

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

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

EXHIBIT F

DISPUTE RESOLUTION, MEDIATION AND ARBITRATION

In the event of dispute or controversy arising out of or relating to this Agreement, the parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation

In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within [time period] after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within [time period] after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

(a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

(b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.

(c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: April 6, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum

Re: Letter to Ventura County Resource Management Agency – Mosler Quarry
Reclamation Plan Compliance Amendment (RPCA)- CEQA Addendum

RECOMMENDATION:

It is recommended that the Board of Directors review the letter, suggest changes as needed and direct the President of the Board to sign the letter.

BACKGROUND:

Director Baggerly is recommending at this time the need to express the District's position related to the Mosler Quarry and the water quality impacts to be considered during the County of Ventura's review of the RPCA and CEQA Addendum for the quarry. Director Baggerly had brought the letter to the Board in February, but it was the majority opinion that the timing was not right for the letter. A public hearing is to be held by the County of Ventura on April 12, 2012, during which the County could make a determination on the RPCA and Addendum for the Mosler Quarry. The letter has been re-drafted and is attached to this memorandum for the Board's consideration.

The Mosler Quarry is located northwest of Meiners Oaks, adjacent to State Highway 33 and the North Fork Matilija Creek. The quarry produces a desirable quality rock that is used for various construction projects. The quarry's operation in the proximity to the North Fork Matilija Creek has been reported to be a source of turbidity and rock blockage of the open creek channel. For many years, agencies have been working with the quarry to mitigate the environmental impacts and keep the quarry operating.

In previous years, Casitas has written letters to planning and regulatory agencies concerning the quarry operation runoff that has contributed to high levels of turbidity in the North Fork Matilija Creek and the Ventura River. It has been Casitas' position that if the quarry is to operate, it should do so in a manner that protects the water quality of the Ventura River watershed, the quality of water entering Lake Casitas from the Robles Diversion, and protect fisheries. The letters have asked the various agencies to require the application and maintenance of best management practices that are meant to protect the environment.

A letter at this time to the Ventura County Resource Management Agency would serve as notice that now is the time to consider and address the environmental impacts of the quarry.

April 11, 2012

Kimberly Prillhart, Planning Director
Resource Management Agency
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

Subject: Mosler Rock Products – Order to Comply with Surface Mining and
Reclamation Act: – CEQA Addendum

Dear Ms. Prillhart:

Casitas Municipal Water District (CMWD) is a special district organized under the California Municipal Water District Act of 1911. CMWD is located approximately 2 miles downstream of the project site and supplies municipal, industrial, and agricultural water for 65,000 people within its boundary. CMWD has also invested millions of dollars in support of the safe migration of southern California steelhead (*Oncorhynchus mykiss*) upstream of Robles Diversion Dam and for the recovery and restoration of this species to the Ventura River. The Ventura River and its major tributaries, including the North Fork Matilija Creek, has been identified in the Southern California Steelhead Recovery Plan prepared by the National Marine Fisheries Service as a high priority river for recovery of the Federally listed endangered southern California Steelhead. The recovery actions identified in the Steelhead Recovery Plan for the North Fork of Matilija Creek include: “Develop and implement plan to remove and maintain quarry and landslide debris from the channel” and “Review and modify mining operations” (p. 9-57).

CMWD has previously written letters outlining issues of concern to the United States Corps of Engineers and the California Regional Water Quality Control Board – Los Angeles related to the Mosler Rock Products. Because of CMWD’s investment for the endangered species and continuing protection of water quality, the Board of Directors wish to comment on the discretionary action proposed for the Mosler Rock Products project and that this letter be included in the administrative record for any eventual application for new entitlements.

CMWD’s review of the administrative record and conditions of approval for the project that was presented to the Planning Commission did not discover any mention of water quality impact analysis for project run-off that considered Total Dissolved Solids (TDS), siltation, turbidity, eutrophication, habitat values, endangered species, and health, safety, and welfare issues related

to water quality. These issues are potentially significant adverse impacts associated with the proposed project and should be reviewed accordingly under CEQA. An analysis of these potential impacts may result in a change to the findings of the original environmental document, primarily because the original environmental document had no mitigation measures or conditions of approval that specifically address these issues.

Fill Material

Fill material may not enter Waters of the United States under the Clean Water Act Section 404. Fill material entering the water course (North Fork Matilija Creek), while being a violation of the Federal Clean Water Act, the fill is also potentially impacting (taking) species of special concern under the Endangered Species Act (ESA) and causing degradation of water quality for total dissolved solids, silt, erosion, and eutrophication under the Clean Water Act Section 404.

Mitigation Measures

The project impacts related to Total Dissolved Solids (TDS), turbidity, siltation, eutrophication are all related to storm water leaving the mining site in an unmitigated manner. The Ventura County Planning Division and Public Works Department should provide for mitigation measures to quarry operations approval that will adequately address each of these project impacts.

In addition, a biological assessment should be conducted for the quarry project impacts on the areas of the North Fork of Matilija Creek and the Ventura River. Specific attention should be made toward the impacts to the restoration of steelhead habitat and passage for migration to spawning grounds upstream.

Sincerely yours,

Russ Baggerly
President of the Board

CC: Ventura County Supervisor Steve Bennett
Chris Stephens, Resource Management Agency Director
Michael Villegas, APCD Director
Brian Baca, Planning Manager
Daniel Klemann, Commercial and Industrial Permits Section Manager
Ebony J. McGee, SMARA Program Coordinator

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: ASSISTANT TO GENERAL MANAGER, REBEKAH VIEIRA
SUBJECT: TRANSITION OF ACWA HEALTH BENEFITS AUTHORITY INTO ACWA
JOINT POWERS INSURANCE AUTHORITY.
DATE: APRIL 6, 2012

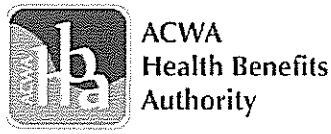
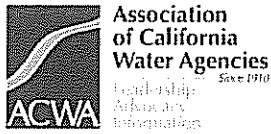
Recommendation:

It is recommended that the Board of Directors adopt a resolution approving membership in the ACWA Joint Powers Insurance Authority, consenting to join the Health Benefits Program of the ACWA JPIA, ratifying the action of the ACWA Health Benefits Authority Board of Directors to terminate the Health Benefits Authority Joint Powers Agreement, and authorizing and directing the Casitas Municipal Water District to execute all necessary documents.

Background:

The governing body of the ACWA Health Benefits Authority voted to initiate proceeding to transition its operations into ACWA Joint Powers Insurance Authority. This will combine resources and reduce costs. Potential cost savings would be passed on to ACWA member agencies that participate in the insurance programs.

To finalize this process the Health Benefits Authority must formally dissolve and combine operations with ACWA JPIA. The Health Benefits Authority Bylaws require written consent of 75% of HBA members to be dissolved.



Deborah

March 8, 2012

Mr. Steve Wickstrum
Casitas MWD
1055 Ventura Ave
Oak View, CA 93022

RE: Transition of ACWA HBA into ACWA/JPIA

Dear Mr. Steve Wickstrum,

We are pleased to announce a development that could result in cost savings for ACWA members enrolled in insurance programs offered by the ACWA Health Benefits Authority (HBA) and the ACWA/Joint Powers Insurance Authority (ACWA/JPIA).

The governing body of HBA has voted to initiate proceedings to transition its operations and programs into ACWA/JPIA. The move would allow the two organizations to combine resources, reduce overall costs and improve operations. Potential cost savings would be passed on to ACWA member agencies that participate in programs offered by HBA and ACWA/JPIA.

In order to proceed with the transition, HBA must undertake a formal process to dissolve itself and combine its operations with ACWA/JPIA. Under HBA's existing bylaws, the organization may be dissolved by its Board of Directors with written consent of 75% of HBA members. This consent threshold must be met by July 1 to proceed.

In the coming weeks, HBA will distribute a package of materials to general managers and board presidents at HBA member agencies with background and specific actions needed to formally approve the transition.

We are excited to pursue this opportunity and will keep all ACWA members apprised as the process moves forward. In the meantime, please do not hesitate to contact staff at HBA or ACWA/JPIA if you have any questions. Contacts are provided on the attached page.

Timothy Quinn
Executive Director
ACWA

Rick Gilmore
Board President
ACWA HBA

Walter "Andy" Sells
Chief Executive Officer
ACWA/JPIA

Attachment: Contacts / additional information

Association of California Water Agencies
910 K Street
Sacramento, CA 95814
916.441.4545

Health Benefits Authority
4600 Northgate Blvd., Ste 100
Sacramento, CA 95834
916.779.1145

Joint Powers Insurance Authority
2100 Professional Drive
Roseville, CA 95661
916.786.5742

Contacts / Additional Information Regarding HBA Transition

HBA

ACWA HBA is a public agency formed in 1994 to provide health insurance coverage to ACWA members. It was restructured in 2010 to be governed by a board representing agencies that directly participate in HBA programs. Currently, 282 ACWA member agencies are enrolled in HBA programs.

Contact: Cynthia Harding, Operations Manager, 916-779-1145
cynthiah@acwa.com

ACWA/JPIA

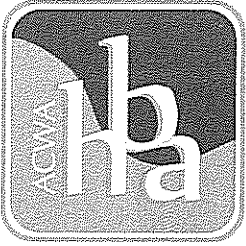
ACWA/JPIA is a joint powers authority formed by ACWA in 1979 to provide cost-effective liability insurance for public water agencies that belong to ACWA. Offerings were later expanded to include property insurance and workers' compensation. There are currently 292 ACWA member agencies enrolled in ACWA/JPIA programs.

Contact: Nancy Stangel, Director of Administration, 916-786-5742
nstangel@acwaipia.com

ACWA

ACWA is a statewide non-profit association formed in 1910 whose 440 public water agency members are responsible for 90% of the water deliveries in California. ACWA originally launched ACWA/JPIA and ACWA HBA to provide vital services to ACWA members at reduced cost. ACWA membership is a requirement for participation in both ACWA/JPIA and ACWA HBA.

Contact: Jan Jennings, Director of Administration, 916-441-4545
jani@acwa.com



ACWA
Health Benefits
Authority

April 1, 2012

Mr. Steve Wickstrum
General Manager
Casitas MWD
1055 Ventura Ave
Oak View, CA 93022

RE: Urgent Action Needed to Retain Health Benefits

Dear Mr. Wickstrum,

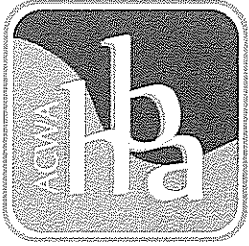
On March 7 you received a notice announcing the impending transition of the ACWA Health Benefits Authority (HBA) into the ACWA/Joint Powers Insurance Authority (ACWA/JPIA). On March 28, the HBA Board voted to dissolve the HBA and transfer the health benefits program to ACWA/JPIA.

We need your immediate assistance to secure the needed concurrence within the mandated 90-day window. The following steps must be taken to ensure a seamless transition and to retain the employee benefits currently provided by HBA:

- 1. Your board will need to pass the enclosed resolution.** The resolution consents to join the Employee Benefits Program of the ACWA/Joint Powers Insurance Authority and ratifies the action of the ACWA Health Benefits Authority Board of Directors to terminate the Health Benefits Authority Joint Powers Agreement. **Please place the resolution on your next available agency agenda for action.**
- 2. Return the signed resolution:** HBA is requesting the signed resolution by April 30, 2012 (or sooner), if possible, and no later than May 31, 2012. Please mail to:

ACWA HBA
4600 Northgate Blvd, Suite #100
Sacramento, CA 95834

Failure to return the signed resolution by June 29, 2012, may result in loss of coverage for your district employees.



**ACWA
Health Benefits
Authority**

A dedicated website is available to assist you with the process. It includes a list of Frequently Asked Questions (FAQs), model resolutions, a timeline and other information. Please go to www.hba-transition.com.

An informational webinar is scheduled for Wednesday, April 18, at 10 a.m. Registration details will be provided in the near future.

If you have any further questions, please contact Nancy Stangel, JPIA Director of Administration (800-231-5742, ext. 3133, nstangel@acwajpia.com) or Cynthia Harding, HBA Operations Manager (800-736-2292, ext. 5, cynthiah@acwa.com)

Thank you for your help.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Gilmore'.

Rick Gilmore
Board President
ACWA HBA

Attachment: Sample resolution

RESOLUTION NO. _____

RESOLUTION APPROVING MEMBERSHIP IN THE ACWA JOINT POWERS INSURANCE AUTHORITY, CONSENTING TO JOIN THE HEALTH BENEFITS PROGRAM OF THE ACWA JOINT POWERS INSURANCE AUTHORITY, RATIFYING THE ACTION OF THE ACWA HEALTH BENEFITS AUTHORITY BOARD OF DIRECTORS TO TERMINATE THE HEALTH BENEFITS AUTHORITY JOINT POWERS AGREEMENT, AND AUTHORIZING AND DIRECTING THE CASITAS MWD TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, this Agency entered into a joint exercise of powers agreement ("HBA Agreement") with the Association of California Water Agencies Health Benefits Authority ("HBA") in order to pool its purchasing needs with other public agencies desiring to provide their employees with comprehensive and economical health and welfare benefits; and

WHEREAS, this Agency entered into a Health Benefits Memorandum of Understanding ("MOU") to enroll in specific health programs and ancillary programs ("Existing Employee Benefits Coverage") offered by HBA and agreed to abide by: (1) the HBA Agreement; (2) all rules and procedures established by HBA in the administration of the Agency's Existing Employee Benefits Coverage; and (3) all underwriting, eligibility, and contribution requirements in Appendix A to the MOU; and

WHEREAS, certain public agencies have entered into a joint exercise of powers agreement ("JPIA Agreement") with the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA") in order to pool their purchasing needs with other public agencies desiring to obtain comprehensive and economical public liability, workers' compensation, unemployment, health, accident and/or dental, or property coverage; and

WHEREAS, JPIA is both qualified and authorized by the laws of the State of California to administer the Existing Employee Benefits Coverage to this Agency through JPIA's Employee Benefits Program; and

WHEREAS, during a noticed special meeting held on February 6, 2012, the HBA Board of Directors unanimously voted to transfer all HBA operations and administrative functions to JPIA on or about July 1, 2012, and to pursue a merger of the two public agencies after which the HBA Agreement would be terminated; and

WHEREAS, pursuant to Article 22 of the HBA Agreement, the HBA Agreement may be terminated by the HBA Board of Directors subject to ratification by the written consent of three-fourths of the HBA Member agencies within 90 days of the HBA Board's action, provided, however, that HBA and the HBA Agreement shall continue to exist for the purpose of concluding all functions necessary to wind up HBA's affairs; and

WHEREAS, during a noticed regular meeting held on March 28, 2012, the HBA Board of Directors approved HBA Resolution 12-03-02: (1) electing to terminate the HBA Agreement pursuant to Article 22 of the HBA Agreement and, except as provided in clause 2 below, said termination shall become effective upon ratification by the written consent of three-fourths of the HBA member districts and agencies; (2) recognizing that pursuant to Article 22 of the HBA Agreement, HBA and the HBA Agreement shall continue to exist for the purpose of winding up and dissolving the business affairs of HBA, and acknowledge that the HBA Board of Directors is vested with all powers of HBA for doing the same; and (3) declaring that Resolution 12-03-02 shall take effect on April 1, 2012, thereby beginning the 90-day ratification period.

NOW, THEREFORE, BE IT RESOLVED that the Directors of Casitas MWD hereby:

1. Agree that the JPIA Agreement and the HBA Memorandum of Understanding referred to in the recitals above are incorporated in this resolution by reference.
2. Approve this Agency's membership in the Association of California Water Agencies Joint Powers Insurance Authority.
3. Consent to join JPIA's Employee Benefits Program and acknowledge, represent, and agree that all terms and conditions of the HBA Memorandum of Understanding apply to the provision of this Agency's Existing Employee Benefits Coverage through JPIA.
4. Authorize and direct this Agency's _____ to cooperate fully with HBA and JPIA in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate for the purpose of ensuring that this Agency's Existing Employee Benefits Coverage continues without lapse through JPIA.
5. Ratify the action of the HBA Board of Directors to terminate the HBA Agreement, to be effective as provided in Article 22 of the HBA Agreement.
6. Direct the Secretary of the Board of this Agency to immediately send a certified copy of this resolution to: Association of California Water Agencies Health Benefits Authority, 4600 Northgate Blvd, Suite 100, Sacramento, California, 95834.

PASSED AND ADOPTED by the Directors of Casitas MWD this ____ day of _____, 2012, by the following vote:

President

Attest by:

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION CANCELING THE
BOARD OF DIRECTORS MEETING SET FOR MAY 9, 2012 AND
SCHEDULING A SPECIAL MEETING TO BE HELD MAY 7, 2012

WHEREAS, the first regular meeting of the Board of Directors of Casitas Municipal Water District falls on May 9, 2012; and

WHEREAS, it is the desire of the Board of Directors to cancel that meeting; and

WHEREAS, the cancellation is due to attendance at the ACWA Conference; and

WHEREAS, the Board would like to hold a special meeting on May 7, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the first regular meeting of the Board scheduled for May 9, 2012 is hereby canceled and a special meeting is scheduled for May 7, 2012.

ADOPTED this 11th day of April, 2012.

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary
Casitas Municipal Water District

Casitas Municipal Water District

Monthly Cost Analysis

2011/2012



04/04/2012

	Marzula & Marzula <i>11-5-21-5049-12</i>	Operation of Robles <i>11-5-??-????-14</i>	Fisheries <i>11-5-28-50??-??</i>	Project Name Fish Passage	Cost of the Fish Passage
2003/2004	0.00	132,143.20	6,066.93		
2004/2005	0.00	298,006.35	39,124.63		8,079,888.06
2005/2006	274,270.75	144,052.92	93,406.52		0.00
2006/2007	194,409.73	110,707.78	188,651.75		114,790.04
2007/2008	21,111.90	117,299.80	272,644.56		0.00
2008/2009	1,207.75	88,201.00	307,739.00		0.00
2009/2010	216,797.47	124,874.54	342,756.94		0.00
2010/2011	<u>169,932.80</u>	<u>148,506.23</u>	<u>373,535.60</u>		
Expenditures					
July	691.67	5,316.70	21,434.00		
August	1,457.70	2,986.95	24,849.61		
September	0.00	14,252.92	26,760.88		
October	25.63	11,707.92	31,235.08		
November	0.00	10,201.99	20,761.81		
December	492.25	7,659.84	35,777.04		
January	0.00	16,834.31	22,949.92		
February	1,423.79	4,986.34	30,596.67	Less: Grants	
March	1,612.84	1,709.32	29,931.48	CA Coastal Conservancy	-1,750,000.00
April				CA Dept of Fish & Game	-1,500,000.00
May				CA Dept of Fish & Game	-1,000,000.00
June				Pacific States Marine	-8,988.86
				(Timber Debris Fence)	
				Pacific States Marine	-18,980.00
				(Vaki Shroud)	
Total Cost YTD	<u>5,703.88</u>	<u>75,656.29</u>	<u>244,296.49</u>	Total Cost TD	<u>8,194,678.10</u>
				Less: Grant Funding	-4,277,968.86
Total Project Cost	<u>883,434.28</u>	<u>1,239,448.11</u>	<u>1,868,222.42</u>	Total Project Cost	<u>3,916,709.24</u>

Total: Operation of Robles, Fisheries and Fish Passage **7,024,379.77**

Board Info - 4/11/12



United States Department of the Interior



BUREAU OF RECLAMATION
South-Central California Area Office
1243 N Street
Fresno, California 93721-1813

IN REPLY REFER TO:

SCC-105
LND-6.00

MAR 29 2012

Mr. Bob Roper
Chief, Ventura County Fire Department
165 Durley Avenue
Camarillo, CA 93010

Subject: Lake Casitas Structure Burn, March 14, 2012 - Ventura River Project

Dear Mr. Roper:

This letter is in regards to the recent structure burn of the Voyce House located on federal property near Lake Casitas. Reclamation would like to thank the Ventura County Fire Department (Department) for their assistance in burning a structure that had been scheduled for demolition on Reclamation's Open Space lands at Lake Casitas, Ojai, California.

Through coordination with Captain Dan Preston, a successful on-site fire training by the Academy Cadets was coordinated and accomplished in a well supervised professional manner.

Reclamation was able to attend the subject burn and witness the professionalism displayed by all your captains, support staff, and of course the cadets being trained. We are grateful for your efforts in this activity and extend our appreciation to the Department for a job well done.

Sincerely

Sheryl Carter
Chief, Land Resource Management Division

cc: Mr. Steve Wickstrum
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

Ms. Sue Exline
Region 5, Sierra National Forest
1190 E Ojai Avenue
Ojai, CA 93023-3013

Kids schooled in fine points of fishing during Lake Casitas derby

By Anne Kallas

Saturday, March 24, 2012

Figuring that if get kids hooked on fishing early in their lives, it will become a lifelong hobby, the Lake Casitas Recreation Area held its eighth annual Family Fun Fishing Derby on Saturday.

"Fishing is a lifestyle. It's a lifelong activity, especially when you learn to do it when you're young. You'll do it throughout your life," Lake Casitas Park Services Manager Carol Belser said as the sun peeked through the clouds over the lakes. "Fishing at Lake Casitas makes it a popular destination. Many young people caught their first fish here."

About 2,000 trout were imported this year from a ranch in Nebraska, which is a far cry from the early days of the derby, when about 60 children fished in plastic pools, according to Lake Casitas Park Services Officer Rob Weinerth. The annual attendance is about 1,000 children who come to the lake to catch one of the trout, which for the derby are held in nets near the Santa Ana dock until the event ends. Then the nets are pulled and the trout can swim freely for other anglers to catch.

In addition to demonstrations by a Ventura Police Department K9 unit and the Ventura County Fire Department, the Ojai Rotary Club West was offering free boat rides on its "floating classroom." Helping to make the event run smoothly were more than 80 volunteers from area anglers' clubs and the Kiwanis. Each child was given two tickets by Lake Casitas staff member Annie Newton or another volunteer, one for a fish and one for a hot dog lunch.

"The fishing derby gets everyone all here," Newton said. "It's the most fun day of the year."

Dan Lucero of Newbury Park had his sons Christopher, 6, and Ryan, 11, on the docks using a special bait to catch the fish, which were each more than a foot long.

"I didn't know about this. We were camping. This is the first time catching a fish for the boys," Lucero said.

The boys were excited about plans to cook the trout, which continued to thrash in plastic bags, causing the boys to squeal with excitement.

"We're going to cook them with lemon, pepper and some salt," Lucero said.

Riley Steiger, of Ventura, was excited about the fish she caught.

"This thing was so hard to catch. I felt like I was going to fall in the water," she told friends who came with her for the fishing derby. Her dad, Sage Steiger, said the fish would be barbecued for dinner.

The Stetler family from Ventura makes the fishing derby an annual event.

"It's a good day for the family. It's a no-brainer. You have to wait in line longer than it takes to catch a fish," Jason Stetler said of the lines that stretched back along the ramp leading to the docks.

With kids limited to one trout each and adults not allowed to participate in the derby, Jackson Stetler, 4, and Olivia Stetler, 1, each had a fish.

Jason Stetler said he was planning to clean the fish and fry them with a lemon-pepper seasoning before his wife, Carmel Stetler, said, "Maybe we'll try something different with the second fish."

Jack McClenahan, past president of the Ojai West Rotary, which was sponsoring boat rides with the Rotary Eco Club, explained that the old pontoon, donated by the Center for Earth Concerns in the mid-2000s, is in need of a new motor and other refurbishments. He said the fishing derby was a great way to show off the boat, which is used during field trips for area students to learn about Lake Casitas.

"I don't know about you, but I remember the field trips we took as a child," McClenahan told visitors. "I think every child does."



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Photo by Logan Hall

Local resident Cody Silvestri and his 4-year-old daughter Amy hook up to her first fish at Lake Casitas Recreation Area on Saturday morning.

Kid's Fishing Day a success

Logan Hall
logan@ojaivalleynews.com

Hundreds of kids and their families flocked to Lake Casitas Saturday for the lake's annual Kids' Fishing Day. Lake officials cordoned off an area of water on the docks in the marina, where 2,000 Nebraska tailwalker trout, weighing between 1.5 and 2 pounds each, were planted, according to event planners.

Kids of all ages had the opportunity to catch a fish — often for

the first time. Some of the young anglers recoiled with uncertainty as their fish was pulled out of the water by volunteers wielding nets. The majority, however, lit up with excitement as fish leapt out of the water, tugging on lines and bending poles. "We had to ask for slightly smaller fish this year, because the fish were breaking the lines last year," said Casitas' recreation manager Carol Belser. "It really worked out great for everyone."

Casitas provided the necessary gear, including fishing poles, hooks and synthetic cheese bait. One after another, little hands reeled wildly as the kids fought thrashing trout while volunteers dipped nets in to help land their catch.

"This is so awesome," said local resident Cody Silvestri, whose 4-year-old daughter, Amy, caught her first fish at the event. "I'm so proud of her. It's great

See Fishing, Page A3

Fishing:

Continued from Page A1
that they put this on for all the kids."

Fishing wasn't the only attraction for those who attended. Crews from the Ventura County Fire Department, as well as law enforcement personnel, set up displays in the marina parking lot, giving the public a chance to see some of the equipment used in emergency situations.

The Rotary Club of Ojai-West Coast Christian Anglers were also on hand to help ensure that no kids went home hungry after catching their fish. According to event planners, hundreds of hot dogs were provided by the WCCA to feed the hungry youngsters.

Overall, kids and their families seemed to have a blast checking out the displays, enjoying hot dogs and, of course, catching fish.

"The weather cooperated and all the kids caught a fish," said Belser. "It was a very successful event."

Belser added that the



Photo by Logan Hall

Even the littflest kids got a chance to catch a fish.

trout remaining at the end of the event were released into the lake for fishermen of all ages.

Ojai Valley News • Wednesday, March 28, 2012 A7

thumbs up, down



• A reader sends a thumbs-up to the fine young saxophone player near the Ojai Farmers' Market last Sunday (March 18). "We really enjoyed his music! Hope he keeps on playing."

• A reader sends a thumbs-up to Sultana Parvanta who spoke at The Ojai Retreat about her humanitarian work in Afghanistan. "She is an inspiring example of wisdom and compassion in action."

• A reader sends a big thumbs-up to Lake Casitas Recreation Area and their rangers for Kids' Fishing Day. "My son loved it when he was little and I'm glad to see it happen every year!"

• A reader sends a big thumbs-up to the young man that turned her Blackberry with a purple case in to Vons after calling her mother on the "home" number. "He left the Blackberry as asked with the lost and found at Vons in Ojai, so that when my mother came to have dinner that week, she could inform me that a nice citizen had turned in my phone."



• A reader sends a thumbs-down to the people who are so quick to claim that Edison's new Smart Meters are safe. "There has not been enough time to test them and the final results are nowhere near complete. They may not be safe at all. Could it be that some of these claims are from people who own stock in the Edison company?"

Submit online at thumbs@ojaivalleynews.com

We reserve the right to publish submitted thumbs up or down as letters to the editor. Submissions that are "advertorials" disguised as legitimate opinions or those negatively targeting individuals or businesses by name will not be published.

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
04/04/12**

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	\$732,158	3.125%	07/01/10	5.79%	609
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$746,361	2.875%	07/01/10	5.91%	1148
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$801,864	\$798,133	4.750%	07/19/10	6.32%	1303
*TB	Federal Home Loan MTG Corp	3134G3GT10	10/18/17	\$220,000	\$219,432	1.250%	01/03/12	1.74%	1994
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/16	\$696,737	\$689,024	1.375%	03/12/12	5.45%	1661
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$702,422	\$700,707	2.125%	09/20/11	5.55%	1606
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/17	\$1,211,010	\$1,195,860	5.125%	01/03/12	9.46%	2023
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$739,025	4.125%	07/01/10	5.85%	533
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$742,994	3.000%	07/01/10	5.88%	834
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$706,391	2.125%	06/30/10	5.59%	167
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$742,581	3.000%	07/01/10	5.88%	882
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,201,270	1.375%	07/06/10	9.51%	2261
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$713,783	1.500%	04/01/10	5.65%	627
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$729,589	2.125%	07/01/10	5.77%	956
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$704,487	1.125%	06/30/10	5.58%	251
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,200,689	1.375%	07/01/10	9.50%	2801
	Accrued Interest			\$59,036	\$72,331				
	Total in Gov't Sec. (11-00-1055-00&1065)			\$12,366,942	\$12,634,816			85.43%	
*CD	CD -			\$0	\$0	0.000%		0.00%	
	Total Certificates of Deposit: (11.13506)			\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$442	\$442	0.38%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,154,392	\$2,154,392	0.81%	Estimated	14.57%	
	TOTAL FUNDS INVESTED			\$14,521,775	\$14,789,649			100.00%	
	Total Funds Invested last report			\$14,316,639	\$14,768,843				
	Total Funds Invested 1 Yr. Ago			\$14,526,236	\$14,464,923				
****	CASH IN BANK (11-00-1000-00) EST.								
	CASH IN Western Asset Money Market			\$41,254	\$41,254	0.010%			
	CASH IN PIMMA Money Market			\$502,393	\$502,393				
	TOTAL CASH & INVESTMENTS			\$15,065,423	\$15,333,297				
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$16,665,003	\$16,603,691				
*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.