



## Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

### CASITAS MUNICIPAL WATER DISTRICT

Meeting to be held at the  
Casitas Board Room  
1055 Ventura Ave.  
Oak View, CA 93022  
May 9, 2018 @ 3:00 P.M.

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. Roll Call
2. Public comments (Items not on the agenda – three minute limit).
3. General Manager comments.
4. Board of Director comments.
5. Board of Director Verbal Reports on Meetings Attended.
6. Consent Agenda.
  - a. Minutes of the April 25, 2018 Board Meeting.
  - b. Recommend approval of an agreement with Pueblo Water Resources in the amount of \$12,300 for the Ojai Wellfield Operational Assessment.
7. Review of District Accounts Payable Report for the Period of 4/19/18 - 5/02/18.

**RECOMMENDED ACTION:** Motion approving report.

8. 2018 Water Supply and Demand Status.
  - a. Presentation by Jordan Kear regarding the Status of the Ojai Groundwater Basin.
  - b. Recommend revisions to the Water Efficiency Allocation Program.
  - c. Recommendation to continue the Declaration of a Stage 3 Water Supply Condition.

RECOMMENDED ACTION: Motion approving recommendations

9. Recommend approval of the revisions to the Lake Casitas Recreation Area Agreement with Rotary Club of Ojai West Foundation Inc. for the Special Event Called the Ojai Wine Festival.

RECOMMENDED ACTION: Motion approving recommendation

10. Proposed Fees and Charges for the Casitas Water Adventure at the Lake Casitas Recreation Area.
  - a. Public Hearing
  - b. Resolution approving the Preliminary Assessment for the Restructuring and Revision in Fees and Charges for the Lake Casitas Recreation Area.

RECOMMENDED ACTION: Adopt Resolution

11. Ordinance establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area.

RECOMMENDED ACTION: Adopt Ordinance

12. Recommend the attendance by Director Baggerly at the May 21<sup>st</sup> meeting of the Ojai Valley Democratic Club as a day of service.

RECOMMENDED ACTION: Motion approving recommendation

13. Information Items:
  - a. Recreation Committee Minutes.
  - b. Water Consumption Report
  - c. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
  - d. Investment Report.

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  
April 25, 2018

A meeting of the Board of Directors was held April 25, 2018 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California. The meeting was called to order at 3:00 p.m. President Word led the group in the flag salute.

1. Roll Call

Directors Baggerly, Kaiser, Bergen, Hicks and Word 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 35 members of the public in attendance.

2. Public comments (Items not on the agenda – three minute limit).

Larry Yee mentioned the 18 members of the public who attended the water resources committee meeting yesterday. Why did we all come? We are concerned about the water situation and what you are doing about. We want to see first-hand who is responsible, we are losing confidence in your ability to plan for the future and you lack transparency. Water supply has only been on your agenda three times in the last months and it should be on every agenda to be discussed at length. In light of new climate and long term drought, the lake is at 30% and you will impose stage 4 in October and that means stage 5 will follow unless there is significant rain. The threat of stage 5 cannot be underestimated. You try to placate public concerns but given permitting obstacles plus the cost they are at best options we may realize only years down the line. You are our elected officials. Your general manager bears responsibility of leadership. It is imperative he act proactively. The way you have been operating simply is not working. It cannot be business as usual. I am asking you to make one simple action. Have the General Manager meet with Ojai Water Advisory Group to discuss the three sisters plan and then present a report of your management plan contrasted with three sister's plan and then make conclusions and a commitment to act. Please don't think the Water Advisory Group is only considering the three sisters plan. We are open to discussing other options to increase the water portfolio.

Bruce Kuebler, representing Ventura River Water District, presented a resolution their board passed on March 21<sup>st</sup>. The resolution resolved that the Ventura River Water District finds it essential that we have access to the State Water Project and the District hereby requests that the Casitas Municipal Water District adopt a policy now committing to obtaining a connection to the State Water Project and to work as expeditiously as possible toward that goal. I have no doubt about your sincerity to make the state water project work. Individually you are all on board but collectively, as a board, nothing has happened yet. I am not sure why you have not adopted a policy. It would be more comfortable for you to adopt a policy and move forward. I know you are doing a lot and trying to work it out.

Lois Rice thanked the board for having the open mic and asked for the boards commitment to the three sisters plan in writing and as an agenda item monthly so the public is updated on your progress.

George Galgas of Oak View expressed concerns over portable generators being transported from well to well and said that is not acceptable. He then said that sources through the Ventura River Water District understand that your general manger, Steve Wickstrum is going to retire. I want to know when he is going to retire. I saw it in the press today and want to know who is the individual who will take over?

Eugene Rooke discussed the vertical well Steve Wickstrum introduced last week and that you have picked a location on land you own and near a pipeline. I thought about that. Water is where it is, not where you want it to be. In the gas business you try to drill your way out of bankruptcy. What kind of studies and test has Steve done? Have you done any testing or geomorphological studies or any seismic studies that you would want to do before drilling a well? Have you done any water witching? I am skeptical. Before you drill the well I would like to see the studies that there is expectation of water, how much and how deep do you think that Matilija formation is. You need to have a commitment to getting state water. You reported you had meetings but Calleguas said you had one meeting with them and nothing else is scheduled. A report in the Star mentioned going to the City off Ventura and being told they are frustrated with you. People are saying adopt a policy. I want more. I want a policy and action. Now.

Ellen Sklarz stated that after the recession many agencies did not raise salaries and benefits and you have had the drought and lower water sales. Last year the 2017 rate study called for rates and salaries increased 12% a year for next five years. Why should people pay more for salaries and benefits? We have been asked to save and remove landscape and orchards. The Ojai Valley suffers while you can set salaries and benefits as you see fit. You set allotments and when they go over you get paid more. It damages our shared community. You should provide a single warning to offenders. Then, if excess water is used turn off the meters. To help the greater good, the extra money you collect from

over usage should not go to increases in salary and benefits, you should use the funds to convert solar power, installation of electric car charging and you should have more efficient, smart meters to see usage. I know there are more cost cutting actions you can take at Casitas. Join your customers in taking austerity more seriously.

Savelle Lowe resides in Meiners Oaks and just moved to the area expressed concerns that all of our investment and our future is in our house and property in Ojai. I don't see a solid plan for collecting state water. I don't see we can rely on groundwater supplies. We can't rely on it going to rain. There is no firm commitment to join state water. Our town will probably die. It has happened to other towns. When can we see a firm commitment in writing to join the state water projects?

Keila dos Santos, Ojai resident supported statements already made and requested a formal proposal and things in writing including a prioritized plan.

Carey Pearlman reminded the board of a letter she sent last weeks and expressed outrage that you are not operating in the interest of Ojai citizens and businesses. The board is mired in sluggish defenses and the inflated salaries and benefits are too high. Your inaction is deplorable and negligent. I asked you to immediately resign from your positions on the board.

Marilyn Mosley Gordania has resided in Ojai since 1974. I loves this valley so much. There were floods when I first came here. Oranges were floating down Ojai Avenue. It is clear we have an issue. I Serve on the Clinton Global Initiative in New York. We have an amazing opportunity to conserve our water. My water bill has gone down so much. There are so many innovative things we can do to conserve the water and make the difference to connect to state water.

Leslie Clark, a lifetime Ojai resident expressed support and encourages exploration of all the avenues, the three sisters plan, verbo and hobo, water conservation and permaculture etc. Please do something and let us know what you are doing. I don't see the evidence on your site. There is large scale panic as people are afraid of losing property values and businesses. Please help us.

### 3. General Manager comments.

Mr. Wickstrum thanks the public for attending the meeting adding that we are interesting times as the community was in 1951 with drought. One item I would like to ask to schedule a special Recreation committee meeting for next Monday to discuss the Wine Festival contract. The meeting is scheduled for April 30<sup>th</sup> at 10:00.

Mr. Wickstrum then informed the board of a major shutdown tomorrow to do an inspection of the intake and outlet works that is required of us every three years. We have notified major users to curtail their use to keep water in the

tanks. Safety components are in place for confined space entry and we will be starting early tomorrow morning.

4. Board of Director comments.

Director Hicks mentioned he watched the Chautauqua meeting and he was surprised there was no reference to NMFS making us keep these water going down the river. You will get the most bang for buck to go to the Secretary of the Interior and Representatives and say we need relief on the diversion situation with the steelhead. That is where we can get some relief quickly. We can't do it. They won't let us pull the gates. We need to get to them and tell them what is going on here. We tried to rescue some fish a few years ago and they wouldn't let us. You can make the noise to help us. I have been for hooking up to state water. Mr. Spandrio asked for guidance on how to issue those complaints as there is a room full of people who will write letters. Director Hicks said he would be happy to provide that.

Mr. Mathews added that the board doesn't generally respond to public comments. They can later agendaize the items if they wish. When the board does their comments it is not a debate or action items. The board listens to you and hears your concerns and I am confident will respond to you.

5. Board of Director Verbal Reports on Meetings Attended.

Director Baggerly attended the Ojai Chautauqua event and there were by and large very good suggestions and ideas for this water shortage emergency and we should use all of them.

Director Kaiser reported on his attendance at the Chautauqua meeting and it provided necessary information from concerns and looking at diversifying as a valley and district to change our lifestyles. Climate change seems is here to stay. I appreciate the comments today regarding increasing the water security portfolio and prioritizing what to do first. A lot are already being handled in discussions with staff. It may work better for the public to have a private consultant provide contemporaneous information to the public so the public understands what is happening. Board members live here in the district and we address its concerns directly. We are your friends and neighbors making sure we provide for the whole district. We are not Metropolitan Water District living in an ivory tower up in Sacramento deciding who will get water and who isn't. Director Kaiser appreciates what Larry Yee said following the Chautauqua meeting regarding the Ventura County Star article. Larry said the reporter got it wrong. "Not a drop of state water would be put in Lake Casitas." In any case there is no guarantee of any state water. It may be 10% of 5,000 acre feet or it could be nothing. It is hard to say how long the in lieu swap would take to fill the lake. We need to make sure water security is here for the valley and the district on a continual basis. With the recent fire, a lot of professionals reported Ojai protected was because of Ag. If we bring in expensive state water to bring up

that lake it may take Ag away from this area. We have to look at this objectively and prioritize the options and have it happen in the most expeditious fashion. Do we have the same situation in recent years as Australia? This is unknown. Climate is changing. We are diligently working on these issues. And, we can improve on getting information out.

Director Bergen added that she was also at Chautauqua and she feels the main thing is we need to communicate more and better as there is a lot of mis-information going around.

Director Hicks added he attended the Ventura Chamber of Commerce yesterday and the only thing on their mind was the homeless situation and the recent stabbing. People are upset with the police and the city council. There are between 700-900 homeless in Ventura. This has been a problem since Governor Reagan closed mental institutions. There are a lot of people out there that are broke.

6. Consent Agenda. ADOPTED

- a. Minutes of the March 28, 2018 Board Meeting.
- b. Minutes of the April 11, 2018 Board Meeting.
- c. Recommend approval of a purchase order to AT&T in the amount of \$19,659.10 for upgraded fiber optic network connection between Lake Casitas Recreation Area and District Office and approval of a monthly service fee increase of \$359.00.
- d. Resolution requesting consolidation of the District General Election.
- e. Recommend approval of a purchase order to Legend Pump & Well Service Inc. in the amount of \$5,775 for removal and inspection of the Ojai Water System Mutual Well #6.
- f. Recommend approval of a contract with BC Rincon Construction, Inc. in the amount of \$56,350.35 for Lake Casitas Recreation Area and Water Treatment Plant Road Maintenance, Specification 18-399.
- g. Recommend approval of purchase of Allen Bradley Modules and PLC's in the amount of \$8,750.21.

The consent agenda was offered by Director Kaiser, seconded by Director Baggerly and adopted by the following roll call vote:

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

7. Review of District Accounts Payable Report for the Period of 4/05/18 - 4/18/18. APPROVED

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

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

8. General Manager's Verbal Update on Water Security Projects.

Mr. Wickstrum started by saying there will be more to come as we go forward but here are brief descriptions of where we are at.

State Water Intertie. The City of Ventura is the lead agency and a Notice of Preparation for the EIR asked for public comment through March 30. Kennedy Jenks is preparing the environmental document for the first phase. This is looking at a pipeline in starting in Spanish Hills and ending in Saticoy. It is projected to go through farm lands, it is good to move the project off of the main roadways. There is positive movement in design of the pipeline. This is in process and we expect the CEQA to be out in the next six months. We have held staff level meetings on the east/west interconnection with the City of Ventura. They were looking at it for their own benefit to take care of a large portion of the city within the Casitas district. There is opportunity and it has been expressed to others, there is opportunity to think of a county wide regional plan for emergencies and water deliveries. We are looking for something larger than what the city looked for as a 24 inch line. Kennedy Jenks is working with Calleguas for emergency supply and the potential supplies for west county to serve their populations with eyes on potential to use the Lake Casitas supply. This would act as a sort of insurance for Calleguas. For movement east to west and west to east we need to have a solution other than the 24 inch line that would be adequate for that type of operation. This project is ongoing right now.

Director Baggerly added that the City of Ventura is the lead agency of the interconnection project. Other partners are United Water Conservation District, Calleguas, Casitas and the City of Ventura. The three State Water Contractors have the following allocation of state water: 10,000 AF for the City of Ventura, 5,000 AF for United and 5,000 AF for Casitas. Director Baggerly suggesting providing all the information that Kennedy Jenks puts out and placing it on the water security platform page. This is in progress. Mr. Wickstrum added placing it in our board agenda so you all have the opportunity to read what is going on.

He then explained that state water is only available at 10% of allocation as of February 15<sup>th</sup> and 30% availability as of yesterday. For the City's 10,000 af of entitlement they would be able to receive 3,000 af. We would receive 1,500 af if we could receive it. Last year because of their major storms and damage at Orville dam what becomes available is article 21 water and opportunity to get water in excess of table A water. We are involved in state water contract negotiations and there are exchanges like what we are doing with San Geronio. We will receive 40% of the water they receive which will be available to us over the next ten years. There are contract negotiations with the Department of Water



Resources with contract extensions to 2085 and the California Water Fix and Tunnels projects.

Director Bergen added that Kennedy Jenks is working with staff of Calleguas, Ventura and Casitas in trying to find out the hydrology of 30 inch pipe or equivalent. Mr. Wickstrum responded let's call it a larger pipe without putting a dimension on it. They will determine what is the right pipe size to deliver the needed water. Director Bergen added those studies are ongoing and expect to be done within six months? Mr. Wickstrum added that Susan Mulligan said they are looking at 82 projects and 6-8 are viable options.

President Word added it seems like a conflict from what we are hearing from some folks. As of last Thursday the City told me they had had no contact on the intertie except us and Calleguas. They understand our need. Mr. Wickstrum continued by saying we are working with Kevin Brown and Susan Mulligan and think we are pretty much on the same page. This is a real good opportunity to do what we should have done back in 1990, to construct this so we are in the right place to provide water. President Word added a lot is happening for those who are saying nothing is happening.

Matilija Formation – Mr. Wickstrum reported that he has requested WREA and Jordan Kear of Kear Hydrology to prepare a proposal to drill straight down for an exploratory well. There are a lot of reports on the Matilija formation. Jordan Kear felt very confident that it is below our feet at Robles Diversion. We want to assess what is available and the quality of that water. I received an email and am trying to schedule a meeting with Poncho Smith to put data collectors in seeps to gain data on when they go dry. I hope in the next week we can meet with him. He had been contacted by his regional office regarding this. We had met with Julia Brownley's office regarding the inaction of the Forest Service to help us get the data. We need to have good solid data for environmental aspects. If we get proposals on vertical we hope we could drill this summer. Director Baggerly added that the request for proposal has gone semi viral and drillers are contacting Jordan Kear from all over. There is a great deal of interest in the project. Director Bergen asked if we can we get Jordan to give us a bibliography of references on the quality of the Matilija formation and why we believe there is water there. Mr. Wickstrum responded that he would ask Jordan to provide a presentation at the May 9<sup>th</sup> meeting, if he is available, on the Matilija formation and Ojai groundwater basin. Director Baggerly added at some point we might want to have Jordan's analysis of the vertical bore peer reviewed. We are not fooling around and we want to be as secure as possible.

Mr. Wickstrum then discussed the idea of a desalter for the Ojai wells. We could look at a desalter on Mutual well #6 and go after prop 1 funding for it. It may help the situation in the Ojai Basin. Director Bergen added there are marine sediments in our basin and when you go very deep you get salt water instead of drinking water. It would clean up the aquifer and get to another source of water.

Mr. Wickstrum added desalters are not inexpensive and they are costly to operate. This was within the water security study.

Mr. Wickstrum then informed the board that he met with Angelo and Alex Kim with Michael Flood also in attendance. The Ojai Valley Inn is an economic machine in Ojai. There are several opportunities in implementation of projects so they can remain viable without loss of green and loss of guests which keep Ojai Valley alive. With grant funding through IWRM could they create a lake. Simi Hills golf course put underground piping to collect water and balance out of it. Another project could be the use of wastewater for turf irrigation. This would be similar to the wastewater treatment plant that Thatcher School has. Water could be injected back into the Ojai groundwater basis. There would need to be the removal of sludge out of that facility. This could provide some supply to be used for turf irrigation aspects. These are ideas and thoughts that we are sharing and there will be more to come with major economic engines of Ojai Valley. Results are supporting the entire community to maintain the business life in Ojai Valley.

We are putting together list of elements for prop 1 grant funding. We have been successful in getting grant funding. Matilija Dam has \$88 million for dam decommissioning.

We can plan ahead. We have thought of what do we do to get water into Oak View or Rincon area. There were other comments and ideas in 1990 with some of the meetings that occurred with state water importation. One was go through 150 to upper Ojai and back feed. Another option is to find a site for a pump plant and for a reservoir. When do you build it? On the front side, you can get rented pumps and/or tanks or build them and mothball them until you need to use them to move water from south to north. It needs to be planned out. We visited with Lake Cachuma regarding their barge in order to get the last amount of water out of the lake.

The board discussed various options. Director Bergen mentioned the agreement with San Geronimo and there may be more opportunities for water trading to assist with costs. She also expressed concern of costs adding that Ag is sensitive to cost. She said there are different opportunities for us to get it done at a cost we can afford but we have to do it carefully.

Mr. Wickstrum added that we are now that about ten months from when we took over the Ojai System. There were many inefficiencies in that operation. We will be bringing forward next meeting a request to consider further assessment of the well field area and correct the ills of that area. Casitas delivered 600 AF to City of Ojai related to inefficiencies of their system and delivered water out of east to west. The water basin is 65% of its capacity. We will be looking to implement conjunctive use with groundwater basin and coordinate those deliveries. Good goal to set to conserve water when there is water under foot in Ojai. Mr. Wickstrum also mentioned the miles of 1929-1932 pipeline. The Scada has come a long way and projects are being put in design

and construction next year and the following year. We will run out of available bond funding and then will pay as you go.

President Word offered that you outlined six or seven projects for actions that are being taken now. None of those are mutually exclusive. We are working on all of them at once. I can't see any of these we would not want to pursue. Director Baggerly added if you want to get it done it has to be in the budget. Director Kaiser added there has to be timelines associated with this.

George Galgas stated that negotiations with Ventura are at a stall. They want to take water and put in the lake and dip out of the lake that is why the state water project is at an impasse that is what I understand. He stated we are still paying for Lake Casitas bond. Mr. Wickstrum explained that payment was finished three-four years ago. What you see on the tax rolls now is the state wide bond for the state water project.

Angelo Spandrio provided a handout with his comments. What will it take to get State water up the hill? On November 8, 2016, Casitas submitted to the City of Ventura its input to the Kennedy/Jenks Scope of Work East-West County Interconnection. Included in that input was a request that the Scope of Work include two conditions, one of which was "the condition in which Lake Casitas is dry condition..." On November 29, 2016, Shana Epstein, the General Manager of Ventura Water at the time, sent their response to the above Casitas request. That response is attached to the hand-out you received along with your original request. That response says, in part, that the Casitas request to include in the scope of work moving water up the hill from Ventura is denied for the sale of "keeping this project streamlined" as stated in the Epstein E-mail dated 11-29-16. My point is its time to get this portion of your original request activated. Ventura Water has stated in the attached response that they are "conducting a separate study to look at infrastructure improvements to transport water from the eastside of the City to the West". I asked Calleguas, who has also hired Kennedy/Jenks, the following question on March 17, 2018: "Does Kennedy/Jenks, that is doing your current study, know about Ventura CIPs 73079 and 73084 to install around 20,000 feet of new 30" line running East-West across Ventura?" This was their answer on March 19, 2018: "Yes, Calleguas is studying the results of that analysis to determine how much excess capacity might be available in that pipe if Calleguas were able to store water in Lake Casitas and get it out during a 6 month outage of imported supply. We authorized that work two weeks ago top Kennedy/Jenks." So it is obvious to me that one piece missing from this puzzle is getting water back and forth between Ventura and the Casitas system. Mr. Baggerly, you stated yesterday at the Water Resources Committee meeting that you are now in favor of State water. Mr. Hicks, you have stated at previous board meetings that you favor State water and have fears about the lake going dry. Gentlemen, I urge you to take action today to get the Casitas request to move water up the hill from Ventura moving. You have a statement of work attached that you generated 18 months ago. Let's get that statement of work to

Kennedy/Jenks for a quote. That effort will cost you nothing in the way of staff time at Casitas or fees from Kennedy/Jenks. In short, this move is free and will demonstrate progress toward a goal that many of us have about getting State water connected to the Ojai system.

Director Baggerly responded that Angelo's request is impossible to do. It has to be on the agenda per the Ralph M Brown Act to be acted on. Mr. Mathews added that the requests for action today cannot be done as it is not agendaized. If the board or the General Manager wants it to be on an agenda they can put it on a future agenda.

Richard Hajas addressed the board and said I know some of you are really irritated by all of this. The citizen group Ojai Flow worked its tail off for eight years to help you acquire Golden State Water and that improved your revenue base and you have plans to improve uses of groundwater basin and have real voice for planning for the basin. That is the result of a few people that worked hard for eight years. Don't be disturbed by it. Everyone has a passion, we are trying to help. Help has been given in the past has worked out well. There is misinformation and your board is as guilty as the public. You don't have the information to provide. I have heard comments of board for costs that have no basis. Be careful on spreading information that may not be positive. I am happy to hear what is going on. This was good discussion on this issue. There are three projects and a group of ideas. You have the Hobo project, vertical project, state water project, the Water Efficiency and Allocation conservation plan. The vertical well may take three - four years. State Water Project looks like it would be four-five years to complete. The WEAP is complete and Stage 4 is imminent. Over next five years, we have five years supply and it is reasonable that we will get some inflow in that five year period. If we don't we may see Stage 5. Neither of the projects that are sort of projects have detailed project descriptions. There is nothing solid to look at yet. You are working on that. Direct staff to develop project schedules for each plan with clear milestones and actions to be taken by your board. Use these schedules to review progress and update schedules at future meetings. It is a simple way to know the progress and update the public. Overlay each scheduled with current and projected lake levels for the end of the year so we can see if we are gaining or losing ground. Ask staff to prepare this to keep the public informed and give us benchmarks on how we are doing.

A member of the public asked about the financial aspects of negotiations and if there is a budget for legal counsel, do you have an attorney to do the negotiations. President Word responded it will be vetted by our counsel and theirs and we have already approved an amount to use to help for the study. Mr. Wickstrum explained the concept is Calleguas would like to have insurance policy to get water from the west side, Lake Casitas or Mound Basin, should there be a major catastrophe. They could have a less than six month supply. Our state water allotment could be wheeled through Met and Calleguas and

brought to the City of Ventura for use in lieu of the City of Ventura purchasing water from Casitas. Calleguas could pay for it to get to Ventura. The shuffle that occurs is Calleguas begins to build insurance policy. There are several variations and one is close to the WAG and the way the three general managers see that working. President Word added it is not water that is pumped into the lake.

9. Recommend approval of an application for Federal Assistance SF-424 (New USBR Grant) for Recreation Facility Upgrades and Quagga Mussel Control. APPROVED

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

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

10. Information Items:

- a. Executive Committee Minutes.
- b. Finance Committee Minutes.
- c. Water Conservation February 2018 Update.
- d. County of Ventura's action to approve a Bona Fide Water Exchange.
- e. News Articles.
- f. Investment Report.

On the motion of Director Kaiser, seconded by Director Baggerly, the information items were approved by the following roll call vote:

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

11. Adjournment.

President Word adjourned the meeting at 4:55 p.m.

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Mary Bergen, Secretary

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVEN WICKSTRUM, GENERAL MANAGER  
**FROM:** JULIA ARANDA, ENGINEERING MANAGER  
**SUBJECT:** AUTHORIZE THE GENERAL MANAGER TO SIGN PROFESSIONAL SERVICES AGREEMENT – CASITAS MUNICIPAL WATER DISTRICT OJAI WELLFIELD OPERATIONAL ASSESSMENT  
**DATE:** 5/2/2018

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**RECOMMENDATION:**

It is recommended the Board of Directors authorize the General Manager to sign the professional services agreement with Pueblo Water Resources (Pueblo) in the amount not to exceed \$12,300.

**BACKGROUND:**

On June 8, 2017, Casitas acquired the Ojai assets of Golden State Water Company, now referred to as the Ojai Water System. To ensure a seamless transition of the Ojai Water System, a Condition Assessment Study (CAS) is currently underway by Water Systems Consulting (WSC), so the District will understand the condition of the assets it acquired and have a comprehensive plan to manage the Ojai Water System going forward. One of the initial tasks was a condition assessment of the wells in the Ojai Wellfield. Pueblo conducted this assessment as a subconsultant to WSC. One of the key recommendations in Pueblo's assessment report is to develop an analytical model of the wellfield to assess well interference and optimize wellfield operations.

District staff requested a proposal from Pueblo to prepare the model, evaluate well interference, and provide operational recommendations for well production and ongoing monitoring.

**FUNDING SOURCE:**

Funding for this project is included as part of the Ojai System Capital budget for FY 2017-18.



Project No. 08-0041  
April 23, 2018

Casitas Municipal Water District  
1055 N. Ventura Avenue  
Oak View, California 93022

Attention: Julia Aranda, P.E.  
District Engineer

Subject: Proposal for Ojai Wellfield Operational Assessment.

Dear Ms. Aranda:

Pueblo Water Resources, Inc. (Pueblo) is pleased to present this proposal to perform an assessment of the Casitas Municipal Water District's (District) Ojai Wellfield operations. The purpose of the assessment is to identify existing water level and well production conditions, establish current and recent operational practices for well production, and utilize a simple analytical flow model of the local aquifer system to assess well interference impacts between wells under several operational scenarios in order to develop a strategy for the optimization of wellfield operations.

The first step in the assessment will be to review water level data in order to characterized current water level conditions, evaluate historic water level fluctuations and identify trends in local and regional water levels that may affect well production and wellfield operation. Well production and well performance data will then be reviewed to establish historic and current conditions. Well construction features, primarily depths of well screen intervals, will be reviewed as they may require consideration in developing well operation strategies.

Pueblo will then review available information (well completion reports, technical memoranda, and well testing) to establish aquifer parameters for analytic groundwater flow modeling. Modeling will be performed to determine mutual well interference effects under a variety of operational conditions, including using existing well capacities and potentially increased capacities that may be attainable through well rehabilitation and/or replacement. Historic records will also be reviewed to determine if well interference observations have been documented in the past. If these data exist, they will be compared to modeling results. Through the modeling, individual well interference and mutual combined interference will be estimated and tabulated, and well specific capacities will be adjusted to approximate impacts to well yields resulting from well interference. The primary goal of the modeling will be to identify a strategy for operating the wellfield as efficiently as possible to maximize wellfield yield while minimizing mutual well interference.

The results of the modeling and the wellfield operation assessment will be presented in a technical memorandum to be prepared by Pueblo. The memorandum will include



recommendations for wellfield operation and will likely include recommendations for well production and well interference monitoring for verification of model results.

Pueblo's estimates of costs for the various work scope tasks developed for this project are presented in the table below.

**Summary of Estimated Costs  
Casitas Municipal Water District  
Ojai Wellfield Operation Assessment**

<b><u>Task Description</u></b>	<b><u>Estimated Cost</u></b>
Task 1 – Evaluate Water Level and Well Production Data (8 hours)	\$1,640
Task 2 – Model Wellfield Operational Scenarios (36 hours).	\$7,380
Task 3 – Prepare Technical Memorandum (16 hours)	\$3,280
<b><i>Total Estimated Cost</i></b>	<b><i>\$12,300</i></b>

The cost for Task 3 includes a meeting at the District's office in to discuss the results of the assessment. Costs for Pueblo's services will be billed on a time plus expenses basis in accordance with our 2018 Fee Schedule (attached).

We are prepared to begin work on this project within two weeks of notice to proceed, and we estimate that the project will take approximately six to eight weeks to complete.

We appreciate the opportunity to assist the District with this important project related to the operation of the newly acquired groundwater production facilities. Please contact us if you have any questions regarding this proposal.

Sincerely,

PUEBLO WATER RESOURCES, INC.

A handwritten signature in black ink that reads "Michael S. Burke". The signature is written in a cursive, flowing style.

Michael S. Burke  
Principal Hydrogeologist

Attachment: Pueblo Water Resources 2018 Fee Schedule





**PUEBLO WATER RESOURCES, INC.  
2018 FEE SCHEDULE**

***Professional Services***

Principal Professional.....	\$205/hr
Senior Professional.....	\$190/hr
Project Professional.....	\$175/hr
Staff Professional.....	\$145/hr
Technician.....	\$135/hr
Illustrator.....	\$120/hr
Word Processing.....	\$95/hr

***Other Direct Charges***

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel Expenses.....	Cost Plus 15%
Per Diem* .....	Variable
Vehicle .....	\$75/day

***Equipment Charges***

Drilling Fluid Test Kit.....	\$100/day, \$400/week
Field Water Quality Meter (Hach DR890).....	\$75/day, \$275/week
Orion ORP/pH/Temp Probe.....	\$75/day, \$275/week
Water Level Probes (In-Situ Level Troll).....	\$75/day, \$300/week
Water Quality Probes (In-Situ Aqua Troll).....	\$100/day, \$325/week
Ultrasonic Flowmeter.....	\$200/day, \$750/week

\*Regionally and seasonally specific to project.



**AGREEMENT BETWEEN  
THE CASITAS MUNICIPAL WATER DISTRICT &  
PUEBLO WATER RESOURCES, INC.  
FOR  
OJAI WELLFIELD OPERATIONAL ASSESSMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_ in the year 2018 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **DISTRICT**, and **Pueblo Water Resources, Inc.** herein designated as the **CONSULTANT**.

**W I T N E S S E T H**

**WHEREAS**, the **CONSULTANT** submitted a proposal dated April 23, 2018 to complete the required scope of work; and

**WHEREAS**, **DISTRICT** desires and **CONSULTANT** is willing to provide the professional services requested; and

**WHEREAS**, **CONSULTANT** is well qualified to complete the professional services; and

**NOW, THEREFORE**, in consideration of their mutual promises, obligations and covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the **CONSULTANT** and acceptance of those services and materials by the **DISTRICT** or until June 30, 2018.
2. DATA FURNISHED BY DISTRICT. For the purpose of aiding **CONSULTANT** in the performance of its obligations under this Agreement, **DISTRICT** has furnished **CONSULTANT** with existing information which was indicated by **DISTRICT** as being available and which **CONSULTANT** had requested. **CONSULTANT** shall apply reasonable caution in its use and interpretation of the data and shall promptly advise **DISTRICT** of any suspected inaccuracies or omissions in the data that has been furnished or may be furnished during the project. **CONSULTANT** shall have no liability for defects in the Services attributable to **CONSULTANT**'s reliance upon or use of As Built drawings, furnished by **DISTRICT** or third parties retained by **DISTRICT**.
3. SCOPE OF SERVICES.

See Exhibit A-“Scope of Work”

## Agreement for Engineering Services – Pueblo Water Resources

4. FEE FOR SERVICES. The DISTRICT shall pay to the CONSULTANT on a completed task basis for services requested by the DISTRICT. The completed task unit cost shall be as shown on Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$12,300 without the prior written consent of the DISTRICT.

5. DELIVERABLES. The completion and delivery of one copy and one electronic file (Adobe format or otherwise mutually agreed format) of the following shall be defined as the work required achieving the designated deliverables:

See Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.
7. CHARGES FOR REVIEW OF BILLS. The CONSULTANT shall not charge DISTRICT for questions of billings under this Agreement. The CONSULTANT shall answer all questions about billings to the satisfaction of DISTRICT.
8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.
9. CHANGES. CONSULTANT shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by DISTRICT and CONSULTANT. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that DISTRICT has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should DISTRICT request a change in the services covered by this Agreement, CONSULTANT shall not expend any time or money for the change until a written change order is prepared and signed by DISTRICT and CONSULTANT. Should CONSULTANT expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of CONSULTANT. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the CONSULTANT and the work schedule.

Agreement for Engineering Services – Pueblo Water Resources

10. PROJECT SCHEDULE. The CONSULTANT understands the importance of accurate and timely completion of the required tasks. The project schedule shall be as shown in Exhibit A.
  
11. RESPONSIBILITY OF CONSULTANT.
  - a) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, promptly correct any CONSULTANT errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by DISTRICT.
  
  - b) CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the cost proposal. Approval by DISTRICT of analyses, inspection, testing, reports, designs and incidental engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither DISTRICT's approval or acceptance of, nor payment for, any of CONSULTANT's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
  
  - c) CONSULTANT shall be and remain liable in accordance with applicable California law for damages to DISTRICT caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.
  
12. PERSONNEL. DISTRICT requires the following project team members to work directly with DISTRICT until completion of the project. CONSULTANT shall inform DISTRICT immediately if any of the following personnel or staff listed in the proposal becomes unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Task</u>
Michael Burke	Principal-in-Charge and Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, CONSULTANT shall promptly submit to the DISTRICT the name and qualifications of the proposed replacement person(s). CONSULTANT and DISTRICT will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. CONSULTANT agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

- a) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONSULTANT or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.
- b) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.
- c) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, public liability and property damage insurance naming DISTRICT, its officers, directors, and employees as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by CONSULTANT or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including CONSULTANT's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to DISTRICT. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. CONSULTANT shall cause each of its subconsultants to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to DISTRICT and naming DISTRICT, its officers, directors and employees as additional insured with respect to claims arising out of operations performed on behalf of CONSULTANT for the consulting services covered by this Agreement.

The DISTRICT, its directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT, products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the

## Agreement for Engineering Services – Pueblo Water Resources

DISTRICT, its directors, officers, employees, agents and volunteers.

- d) Worker's Compensation Insurance - by his signature hereunder, CONSULTANTCONSULTANT certifies he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

The CONSULTANT shall maintain, and shall cause all subconsultants he may employ to maintain adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The CONSULTANT and all subconsultants shall file with the DISTRICT certification of such workers compensation insurance prior to beginning construction.

- e) Prior to the commencement of performance of any work under this Agreement, CONSULTANT and its subconsultants shall furnish DISTRICT with certificates of insurance in form and substance satisfactory to DISTRICT evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to DISTRICT in the event of a cancellation, non-renewal or expiration of the coverage.

14. INDEMNIFICATION. CONSULTANT shall defend, indemnify and hold DISTRICT and its officers, directors, and employees, harmless from all loss, liability and expense from all third party tort claims and demands or liability if and to the extent caused by negligence or willful misconduct of CONSULTANT, its subconsultants and employees whether such claims, demands or liability are caused by CONSULTANT, CONSULTANT's agents or employees, or subconsultants employed by CONSULTANT, their agents or employees, or products installed on the project by CONSULTANT or its subconsultant, excepting such loss, liability or expense as may be caused by DISTRICT's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the assessment services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault. The duty to defend shall not apply to professional liability claims.
15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement,

## Agreement for Engineering Services – Pueblo Water Resources

nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.

16. TERMINATION. DISTRICT may, by written notice to CONSULTANT, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, CONSULTANT will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but CONSULTANT shall have no claim against DISTRICT for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by CONSULTANT. In the event of a termination without cause, CONSULTANT will submit a final invoice to DISTRICT for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by DISTRICT.
17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of DISTRICT when CONSULTANT has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist CONSULTANT in performing under this Agreement shall be delivered forthwith to DISTRICT. However, nothing shall prevent CONSULTANT from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONSULTANT pursuant to this Agreement are instruments for service specific to this project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by DISTRICT for the specific purpose intended shall be at DISTRICT's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. DISTRICT has entered into this Agreement in order to receive the services of CONSULTANT. The provisions of the Agreement shall equally apply to any subconsultant of CONSULTANT. CONSULTANT shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. CONSULTANT shall not bill DISTRICT more often than monthly during the term of this Agreement.

Agreement for Engineering Services – Pueblo Water Resources

21. **ENTIRE AGREEMENT.** This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
  
22. **OPINIONS OF COST AND SCHEDULE.** CONSULTANT's opinions on cost and schedule shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from CONSULTANT's estimates or forecasts or from actual outcomes.
  
23. **NOTICES.** All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

<p><u>To DISTRICT:</u>                  Steven E. Wickstrum                  General Manager                  Casitas Municipal Water District                  1055 Ventura Avenue                  Oak View CA 93022                  805.649.2251</p>	<p><u>To CONSULTANT:</u>                  Michael S. Burke                  Principal Hydrogeologist                  Pueblo Water Resources                  4478 Market Street, Suite 705                  Ventura CA 93003                  805.644.0470</p>
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The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written.

**ATTEST:**

**CASITAS MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
 Secretary,  
 Casitas Municipal Water District

By: \_\_\_\_\_  
 Casitas Municipal Water District



Agreement for Engineering Services – Pueblo Water Resources

**APPROVED AS TO FORM:**

John M. Matthews, Attorney  
Arnold LaRochelle Mathews VanConas & Zirbel LLP

**PUEBLO WATER RESOURCES, INC**

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

Printed Name: \_\_\_\_\_

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 04/19/18-05/02/18**  
**Presented to the Board of Directors For Approval May 09, 2018**

<b>Check</b>	<b>Payee</b>			<b>Description</b>	<b>Amount</b>
000803	Payables Fund Account	#	9759651478	Accounts Payable Batch 042518	\$140,194.68
000804	Payables Fund Account	#	9759651478	Accounts Payable Batch 050218	\$321,235.46
					\$461,430.14
000805	Payroll Fund Account	#	9469730919	Estimated Payroll 05/24/18	\$245,000.00
				Total	\$706,430.14

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

The above numbered checks, 000803-000805 have been duly audited is hereby certified as correct.



Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 04/21/18  
Pay Date of 04/26/18  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin  
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.

000803	A/P Checks:	029899-029910
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	

000804	A/P Checks:	029911-030006
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	029962-029963



Denise Collin, Accounting Manager/Treasurer

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Signature

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Signature

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Signature

5/02/2018 12:24 PM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 4/19/2018 THRU 5/02/2018

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/02/2018			029962		
C-CHECK	VOID CHECK	V	5/02/2018			029963		

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		2	0.00	0.00	0.00
BANK:	TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 4/19/2018 THRU 5/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 201804251344	State Withholding	D	4/25/2018	10,616.53		000000		10,616.53
00128	INTERNAL REVENUE SERVICE							
I-T1 201804251344	Federal Withholding	D	4/25/2018	28,053.90		000000		
I-T3 201804251344	FICA Withholding	D	4/25/2018	33,422.46		000000		
I-T4 201804251344	Medicare Withholding	D	4/25/2018	7,816.48		000000		69,292.84
00187	CALPERS							
I-PBB201804251344	PERS BUY BACK	D	4/25/2018	216.95		000000		
I-PBP201804251344	PERS BUY BACK	D	4/25/2018	161.96		000000		
I-PEB201804251344	PEPRA EMPLOYEES PORTION	D	4/25/2018	5,070.77		000000		
I-PEM201804251344	PERS EMPLOYEE PORTION MGMT	D	4/25/2018	3,020.83		000000		
I-PER201804251344	PERS EMPLOYEE PORTION	D	4/25/2018	6,672.82		000000		
I-PRB201804251344	PEBRA EMPLOYER PORTION	D	4/25/2018	5,300.31		000000		
I-PRR201804251344	PERS EMPLOYER PORTION	D	4/25/2018	10,761.39		000000		31,205.03
01325	Aflac Worldwide Headquarters							
I-096391	Supplemental Insurance 4/18	R	4/25/2018	3,407.10		029899		3,407.10
01666	AT & T							
I-000011232747	Acct#9391035541	R	4/25/2018	495.36		029900		495.36
00596	HOME DEPOT							
I-2611666	Ring Top Delineator - LCRA	R	4/25/2018	97.49		029901		
I-6325007	AC/Heat Pump - UT	R	4/25/2018	461.16		029901		
I-8413224	Water Heater - TP	R	4/25/2018	631.70		029901		1,190.35
02858	Dr. Norman Katz							
I-04-16-18	Pre-Employment Screening	R	4/25/2018	1,350.00		029902		1,350.00
01882	OJAI BASIN GROUNDWATER							
I-041818	Quarterly Pumping Fee	R	4/25/2018	8,482.50		029903		8,482.50
00215	SOUTHERN CALIFORNIA EDISON							
I-042118	Acct#2237011044	R	4/25/2018	27.26		029904		
I-042418a	Acct#2266156405	R	4/25/2018	288.41		029904		
I-042518b	Acct#2157697889	R	4/25/2018	846.77		029904		1,162.44
00216	Southern California Gas Co.							
I-042518a	Acct#18231433006	R	4/25/2018	60.24		029905		
I-042518b	Acct#00801443003	R	4/25/2018	228.55		029905		288.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02643	Take Care by WageWorks							
I-7171953	Reimburse Med/Dep Care	R	4/25/2018	1,116.15		029906		1,116.15
00270	Wells Fargo Bank							
C-040918h	Accrue Use Tax	R	4/25/2018	21.68CR		029907		
D-040918g	Accrue Use Tax	R	4/25/2018	21.68		029907		
I-040918a	ASSE Conference - SAF	R	4/25/2018	725.00		029907		
I-040918b	Powerflex - EM	R	4/25/2018	299.00		029907		
I-040918c	Avangate Software - SAF	R	4/25/2018	99.95		029907		
I-040918d	ACWA Conference - PR	R	4/25/2018	699.00		029907		
I-040918e	Employment Ad - TP	R	4/25/2018	200.00		029907		
I-040918f	Employment Ad - LAB	R	4/25/2018	200.00		029907		2,222.95
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201804251344	457 CATCH UP	R	4/25/2018	230.77		029908		
I-DCI201804251344	DEFERRED COMP FLAT	R	4/25/2018	1,417.31		029908		
I-DI%201804251344	DEFERRED COMP PERCENT	R	4/25/2018	377.18		029908		2,025.26
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201804251344	457 CATCH UP	R	4/25/2018	230.77		029909		
I-DCN201804251344	DEFERRED COMP FLAT	R	4/25/2018	5,840.39		029909		
I-DN%201804251344	DEFERRED COMP PERCENT	R	4/25/2018	367.47		029909		6,438.63
00180	S.E.I.U. - LOCAL 721							
I-COP201804251344	SEIU 721 COPE	R	4/25/2018	42.00		029910		
I-UND201804251344	UNION DUES	R	4/25/2018	858.75		029910		900.75
02587	A&M LAWNMOWER SHOP							
I-46513	Washers, Pruners, Nuts - UT	R	5/02/2018	71.28		029911		
I-46514	Safety Glasses & Line - UT	R	5/02/2018	71.43		029911		142.71
00010	AIRGAS USA LLC							
I-9074935261	Oxygen for Welder - LCRA	R	5/02/2018	126.04		029912		
I-9075225513	Arc Flash Equipment - EM	R	5/02/2018	661.26		029912		787.30
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-636723	Scada Panel - EM	R	5/02/2018	890.84		029913		
I-5665-637044	Electrical Sub panels - OM	R	5/02/2018	1,474.69		029913		2,365.53
03044	Amazon Capital Services							
C-19Y9-V9WN-QRDKb	Accrue Use Tax	R	5/02/2018	1.95CR		029914		
C-1G17-PG9R-DWWDb	Accrue Use Tax	R	5/02/2018	3.78CR		029914		
C-1H67-LQHM-PXVXb	Accrue Use Tax	R	5/02/2018	2.32CR		029914		
D-19Y9-V9WN-QRDKa	Accrue Use Tax	R	5/02/2018	1.95		029914		
D-1G17-PG9R-DWWDa	Accrue Use Tax	R	5/02/2018	3.78		029914		
D-1H67-LQHM-PXVXa	Accrue Use Tax	R	5/02/2018	2.32		029914		
I-19Y9-V9WN-QRDK	Grease Lubricant - EM	R	5/02/2018	26.84		029914		
I-1G17-PG9R-DWWD	Portable Fish Finder - LAB	R	5/02/2018	52.20		029914		
I-1H67-LQHM-PXVX	AC Bracket - UT	R	5/02/2018	32.00		029914		111.04

VENDOR SET: 01 Casitas Municipal Water D  
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00836	AMERICAN RED CROSS							
I-22094406	Lifeguard Training - WP	R	5/02/2018	72.00		029915		
I-22095952	Lifeguard Training - WP	R	5/02/2018	36.00		029915		108.00
00014	AQUA-FLO SUPPLY							
I-SI1185946	Fittings - PL	R	5/02/2018	59.90		029916		
I-SI1189938	Pressure Gauge - EM	R	5/02/2018	40.98		029916		100.88
01703	ARNOLD LAROCHELLE MATTHEWS							
I-52872	Matter # 5088-001 3/18	R	5/02/2018	5,496.00		029917		
I-52873	Matter # 5088-017 3/18	R	5/02/2018	168.00		029917		5,664.00
02179	Art Street Interactive							
I-1389	Res. Sys. Web Hosting/Maint.	R	5/02/2018	542.15		029918		542.15
01666	AT & T							
I-000011264728	Acct#9391062398	R	5/02/2018	108.29		029919		108.29
03429	AT&T							
I-5224512401	Acct#8310006908483	R	5/02/2018	1,136.11		029920		1,136.11
00030	B&R TOOL AND SUPPLY CO							
I-1900911964	Oil - PL	R	5/02/2018	49.62		029921		
I-1900912694	Gloves - PL	R	5/02/2018	54.95		029921		104.57
02283	Mary Bergen							
I-Feb 18	Reimburse Mileage 2/18	R	5/02/2018	16.13		029922		
I-Jan 18	Reimburse Mileage 1/18	R	5/02/2018	12.10		029922		
I-Mar 18	Reimburse Mileage 3/18	R	5/02/2018	24.20		029922		52.43
03570	Anthony Bonilla							
I-663459	Camping Cancellation - LCRA	R	5/02/2018	100.00		029923		100.00
03059	Brenntag Pacific Inc.							
I-BPI829626	Chlorine for Ojai Sys. - TP	R	5/02/2018	257.85		029924		
I-BPI829626a	Chlorine for Ojai Sys. - TP	R	5/02/2018	50.70		029924		308.55
02983	Cal-Western Weed Control, Inc.							
I-16464	Casitas Dam Spraying - MAINT	R	5/02/2018	11,770.00		029925		11,770.00
00055	CASITAS BOAT RENTALS							
I-001544	Pontoon Usage - LAB	R	5/02/2018	640.00		029926		640.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01843	COASTAL COPY							
I-787587	Copier Usage - LCRA	R	5/02/2018	173.69		029927		
I-787588	Copier Usage - DO	R	5/02/2018	38.69		029927		212.38
00060	COASTLINE EQUIPMENT							
I-478380	Coolant - Unit 114	R	5/02/2018	15.51		029928		15.51
00062	CONSOLIDATED ELECTRICAL							
I-9009-769329	AB Soft Start - EM	R	5/02/2018	2,148.35		029929		
I-9009-769587	Conversion Cable - TP	R	5/02/2018	860.32		029929		3,008.67
00740	DELL MARKETING L.P.							
I-10237729399	Laptop for Reads - UT	R	5/02/2018	2,228.22		029930		2,228.22
00616	DICK CORE MARINE							
I-041218a	Motor for Cortez - Unit 289	R	5/02/2018	4,848.75		029931		4,848.75
00086	E.J. Harrison & Sons Inc							
I-6494	Acct#1C00053370	R	5/02/2018	159.28		029932		159.28
00086	E.J. Harrison & Sons Inc							
I-6515	Acct# 1C00054240	R	5/02/2018	167.57		029933		167.57
00099	FGL ENVIRONMENTAL							
I-803746A	Nitrate Monitoring 3/20/18	R	5/02/2018	18.00		029934		
I-803747A	Lake Nutrient Monitoring 3/16	R	5/02/2018	1,288.00		029934		
I-804432A	Manganese Monitoring 4/2/18	R	5/02/2018	45.00		029934		
I-905351A	Nitrate Monitoring 3/13/18	R	5/02/2018	43.00		029934		1,394.00
03205	Mike Figueroa							
I-659135	Camping Cancellation - LCRA	R	5/02/2018	115.00		029935		
I-663941	Camping Cancellation - LCRA	R	5/02/2018	115.00		029935		230.00
03576	Camille Finnerty							
I-043018	Tire Damage - LCRA	R	5/02/2018	645.76		029936		645.76
00713	FLUID MANUFACTURING							
I-45976	Replacement Coin Acceptor-LCRA	R	5/02/2018	379.44		029937		379.44
00104	FRED'S TIRE MAN							
I-107590	Oil Service - Unit 22	R	5/02/2018	281.42		029938		
I-107957	Oil Service - Unit 8	R	5/02/2018	61.40		029938		
I-107978	Oil Service - Unit 43	R	5/02/2018	47.83		029938		390.65

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01280 I-7098663	FRY'S ELECTRONICS, INC. Smart Switch - IT/LCRA	R	5/02/2018	84.00		029939		84.00
00109 I-839833	G&S BUILDING SUPPLIES, INC Nails - TP	R	5/02/2018	10.23		029940		10.23
00115 I-9750881980 I-9769671570	GRAINGER, INC Battery - EM Batteries - DO/GAR	R R	5/02/2018 5/02/2018	21.52 50.06		029941 029941		71.58
00746 I-497282	GREEN THUMB INTERNATIONAL Plants for DO Garden	R	5/02/2018	107.47		029942		107.47
00121 I-10927084	HACH COMPANY Pocket Colorimeter - TP	R	5/02/2018	2,430.46		029943		2,430.46
01838 I-043018	WILLIS HAND Safety Boots	R	5/02/2018	104.53		029944		104.53
02572 I-HE18-10241	Bob Herzig and Associates, Inc Arc Flash Study - EM	R	5/02/2018	2,136.25		029945		2,136.25
02805 I-51183	Hogan Company Inc. Stakes for Fire Pits - LCRA	R	5/02/2018	321.00		029946		321.00
03579 I-659010	Heather Holst Reduction in Stay - LCRA	R	5/02/2018	38.00		029947		38.00
03571 I-659094	Ron Hoover Camping Cancellation - LCRA	R	5/02/2018	355.00		029948		355.00
00127 I-187795-1	INDUSTRIAL BOLT & SUPPLY Nuts, Bolts, Caps - PL	R	5/02/2018	207.20		029949		207.20
03513 I-079158	Interstate Trailers, Inc. Trailer for Backhoe - GAR	R	5/02/2018	15,207.10		029950		15,207.10
00872 I-6290	Irrisoft, Inc. Weather Station Signal	R	5/02/2018	79.00		029951		79.00
00493 I-3207	J & H ENGINEERING GENERAL Raise Valve Cans - PL	R	5/02/2018	15,950.00		029952		15,950.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03580	Diane Johnston							
I-653097	Reduction in Stay - LCRA	R	5/02/2018	365.00		029953		365.00
03577	Travis Larson							
I-043018	Tire Damage - LCRA	R	5/02/2018	1,284.10		029954		1,284.10
03533	Steve Ledesma							
I-655353	Extra Vehicle Refund - LCRA	R	5/02/2018	18.00		029955		18.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-3001-004-2464	Chemtrol - WP	R	5/02/2018	4,167.63		029956		
I-3001-007-1712	Reagents & Test Kits - WP	R	5/02/2018	757.20		029956		4,924.83
00328	LIGHTNING RIDGE							
I-4111806	Staff Shirts - WP	R	5/02/2018	1,124.94		029957		1,124.94
00145	MAGNUM FENCE & SECURITY, INC.							
I-12285	Relocated Gates - MAINT	R	5/02/2018	2,971.00		029958		2,971.00
03575	Brittney McKelvy							
I-043018	Tire Damage - LCRA	R	5/02/2018	946.00		029959		946.00
03540	Crista McPherson							
I-658722	Reduction in Stay - LCRA	R	5/02/2018	114.00		029960		114.00
00151	MEINERS OAKS ACE HARDWARE							
C-822223	New Hinge & Hinge Return - WP	R	5/02/2018	3.86CR		029961		
I-820808	Wet/Dry Vac - EM	R	5/02/2018	38.70		029961		
I-821147	Hydraulic Cement & Cap - WP	R	5/02/2018	13.74		029961		
I-821541	Toilet, Bolt Set, Cap Set-LCRA	R	5/02/2018	210.18		029961		
I-821624	Impact Drive Set & Fittings-OM	R	5/02/2018	43.36		029961		
I-821713	Connectors - UT	R	5/02/2018	6.76		029961		
I-821782	Fittings & Copper Tube - UT	R	5/02/2018	25.19		029961		
I-821860	Clorox, Wire Brush, Krife - TP	R	5/02/2018	27.75		029961		
I-822091	Paintbrushes & Hinge - WP	R	5/02/2018	40.41		029961		
I-822338	Ratchet - EM	R	5/02/2018	23.58		029961		
I-822444	Pail & Spraypaint - UT	R	5/02/2018	44.59		029961		
I-822539	Bungee Cord & Screwdriver -LAB	R	5/02/2018	20.56		029961		
I-822564	Clamp Hose - LCRA	R	5/02/2018	3.09		029961		
I-822590	Phone & Mop - EM	R	5/02/2018	23.98		029961		
I-822651	Paintbrush and Cleaner - UT	R	5/02/2018	18.38		029961		
I-822700	Chain Oil & Cable Ties - LCRA	R	5/02/2018	28.25		029961		
I-822817	Wrench & Handle - UT	R	5/02/2018	24.37		029961		
I-822830	Canopy Bungee Cord - LAB	R	5/02/2018	10.71		029961		
I-822896	Drill Kit&Wire Strippers-MAINT	R	5/02/2018	62.43		029961		
I-822898	Paintbrushes&Utility Knife -TP	R	5/02/2018	53.25		029961		
I-822899	Gloves & Handle - TP	R	5/02/2018	38.71		029961		
I-822951	Chlorine Tabs & Bolts - EM	R	5/02/2018	30.11		029961		

VENDOR SET: 01 Casitas Municipal Water D  
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 DATE RANGE: 4/19/2018 THRU 5/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-822959	Cover Box, Wall Plates - UT	R	5/02/2018	24.81		029961		
I-822988	Rollers, Drop Cloths, Nucket -UT	R	5/02/2018	63.26		029961		
I-822989	Bucket, Tape, Paintbrush - UT	R	5/02/2018	48.53		029961		
I-822995	Mini Mats - WP	R	5/02/2018	15.42		029961		
I-823262	Hydraulic Cement - WP	R	5/02/2018	12.68		029961		
I-823643	Tape, Trays, Liners - UT	R	5/02/2018	50.21		029961		
I-823926	Toilet Seat - LCRA	R	5/02/2018	37.07		029961		
I-823996	Tape, Re-bar, Boor Stop-ENG/CONS	R	5/02/2018	21.01		029961		
I-824006	Car Sealant & Oil - LCRA	R	5/02/2018	61.37		029961		
I-824164	Soil & Flowers - LCRA	R	5/02/2018	9.78		029961		1,128.38
03574	Nancy Miner							
I-659087	Camping Cancellation - LCRA	R	5/02/2018	71.00		029964		71.00
03444	Mission Linen Supply							
I-507191876	Uniform Pants - TP	R	5/02/2018	28.14		029965		
I-507238001	Uniform Pants - TP	R	5/02/2018	28.14		029965		
I-507284294	Uniform Pants - TP	R	5/02/2018	28.14		029965		84.42
03510	Michael Morrison							
I-661537	Camping Cancellation - LCRA	R	5/02/2018	115.00		029966		115.00
03572	Earl Negrete							
I-659038	Camping Cancellation - LCRA	R	5/02/2018	71.00		029967		71.00
00163	OFFICE DEPOT							
I-123180422001	Pins - DO	R	5/02/2018	1.49		029968		1.49
01570	Ojai Auto Supply							
I-431971	Air Filters - Unit 11,43,53	R	5/02/2018	59.40		029969		59.40
00165	OJAI LUMBER CO, INC							
I-1804-871526	Cement, Concrete, Mixer - EM	R	5/02/2018	44.98		029970		
I-1804-871611	Plumb Bob - EM	R	5/02/2018	5.78		029970		
I-1804-871707	Paint & Chip Brush - UT	R	5/02/2018	31.09		029970		
I-1804-872430	2x4's - WP	R	5/02/2018	35.59		029970		117.44
00602	OJAI TRUE VALUE							
I-51789	Carabiner - LAB	R	5/02/2018	19.29		029971		19.29
00168	OJAI VALLEY NEWS							
I-300022002	Conservation Ad 4/20/18	R	5/02/2018	55.00		029972		55.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02917 I-32742	Ojai Valley Organics Green Waste Pickup - MAINT	R	5/02/2018	23.00		029973		23.00
02906 I-1274a I-1278	Craig R. Oswald EM Building Progress EM Building Complete	R R	5/02/2018 5/02/2018	3,000.00 7,890.00		029974 029974		10,890.00
03449 I-658751	Graham Peace Camping Cancellation - LCRA	R	5/02/2018	109.00		029975		109.00
02833 I-82459037 I-82527403	Praxair, Inc Liquid Oxygen - TP Liquid Oxygen - TP	R R	5/02/2018 5/02/2018	2,278.54 2,109.86		029976 029976		4,388.40
01439 I-2491	PRECISION POWER EQUIPMENT Bar Oil - PL	R	5/02/2018	53.83		029977		53.83
02216 I-042018	Purchase Power Refill Postage Meter	R	5/02/2018	2,525.00		029978		2,525.00
03578 I-043018	Casey Schroepfer Tire Damage - LCRA	R	5/02/2018	929.68		029979		929.68
00725 I-066891	SMART & FINAL White Vinegar - LCRA	R	5/02/2018	23.88		029980		23.88
02003 I-3551	Sostre Enterprises Inc. Website/CMS Fee Hosting	R	5/02/2018	249.00		029981		249.00
00215 I-042818 I-050118	SOUTHERN CALIFORNIA EDISON Acct#2210507034 Acct#2210503702	R R	5/02/2018 5/02/2018	2,105.11 6,629.11		029982 029982		8,734.22
02202 I-037419	Stanley Pest Control Monthly Pest Control - WP	R	5/02/2018	170.00		029983		170.00
00048 I-050118	STATE OF CALIFORNIA State Water Plan Payment	R	5/02/2018	183,083.00		029984		183,083.00
02643 I-7210473	Take Care by WageWorks Reimburse Med/Dep Care	R	5/02/2018	1,660.50		029985		1,660.50
03545 I-96332	The Machado Environmental Corp Duct Cleaning - DO	R	5/02/2018	16,485.00		029986		16,485.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03569 I-670853	Terri Thompson Camping Cancellation - LCRA	R	5/02/2018	85.00		029987		85.00
00364 I-133026	TRI-COUNTY OFFICE FURNITURE Dual Arm Monitor Stand - ENG	R	5/02/2018	351.07		029988		351.07
03573 I-685478	Katia Trujillo Transfer Fee Refund - LCRA	R	5/02/2018	10.00		029989		10.00
02323 I-043018	Mitch Tull Tire Damage - LCRA	R	5/02/2018	898.09		029990		898.09
01662 I-025-220867	TYLER TECHNOLOGIES, INC. Monthly UB Online Fees	R	5/02/2018	153.00		029991		153.00
01569 I-842662	ERNEST UNDERHAY 2018 Astro Nights - LCRA	R	5/02/2018	700.00		029992		700.00
00825 I-531755	USA BLUEBOOK Reagent Dispensor - LAB	R	5/02/2018	59.82		029993		59.82
00258 I-207954	VENTURA STEEL, INC Steel Caps - EM	R	5/02/2018	284.43		029994		284.43
09955 I-230727 I-235597	VENTURA WHOLESALE ELECTRIC Circuit Breakers - LCRA LED Wall Pack - EM	R R	5/02/2018 5/02/2018	333.49 123.91		029995 029995		457.40
00663 I-77391514	WAXIE SANITARY SUPPLY Laundry Detergent - LCRA	R	5/02/2018	135.00		029996		135.00
00330 I-50007904953	WHITE CAP CONSTRUCTION SUPPLY White Sealant - WP	R	5/02/2018	124.88		029997		124.88
1 I-000201804301346	TAMINICH, NICK UB REFUND	R	5/02/2018	3.93		029998		3.93
1 I-000201804301347	JOHNSON, DYLAN UB REFUND	R	5/02/2018	22.55		029999		22.55
1 I-000201804301348	BROOKS, PETER MOODY UB REFUND	R	5/02/2018	23.51		030000		23.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1 I-000201804301349	BYER, MICHAEL UB REFUND	R	5/02/2018	113.47		030001		113.47
1 I-000201804301350	KINDIG, WILLIAM UB REFUND	R	5/02/2018	0.90		030002		0.90
1 I-000201805021354	DIAGE, DARCI EVA TS REFUND	R	5/02/2018	8.00		030003		8.00
1 I-000201805021352	PACE, CAROLYN L TS REFUND	R	5/02/2018	42.00		030004		42.00
1 I-000201805021353	TANG, BRYANT TS REFUND	R	5/02/2018	42.00		030005		42.00
1 I-000201805021351	VARGAS, DON G TS REFUND	R	5/02/2018	102.00		030006		102.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		106	350,315.74	0.00	350,315.74
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		3	111,114.40	0.00	111,114.40
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			109	461,430.14	0.00	461,430.14
BANK: AP		TOTALS:	109	461,430.14	0.00	461,430.14
REPORT TOTALS:			109	461,430.14	0.00	461,430.14

**Casitas Municipal Water District  
Reimbursement Disclosure Report (1)  
Fiscal Year 2017/18  
July 1, 2017-June 30, 2018**

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/5/2017	Scott MacDonald	Safety Boot Purchase	145.46
7/5/2017	Michael Moler	Reimburse Mileage	136.43
7/12/2017	Gerardo Herrera	Safety Boot Purchase	170.00
7/12/2017	Scott Lewis	Lodging 6/24/17-6/27/17	320.94
7/12/2017	Scott Lewis	Mileage Reimbursement	292.11
7/19/2017	Vincent Godinez	Safety Boot Purchase	156.23
7/27/2017	Greg Romey	Airfare for ASSE Safety Management Training	302.95
7/27/2017	Robert Vasquez	Meal Reimbursement for O&M Staff-Mutual Well Leak	143.07
8/2/2017	Bill Hicks	Mileage Reimbursement	144.45
8/2/2017	Cameron Tindle	Safety Boot Purchase	117.45
8/9/2017	Lindsay Cao	CWEA Membership Renewal	180.00
8/30/2017	Henry Islas	Safety Boot Purchase	170.00
8/30/2017	Luke Soholt	Reimburse County Possessory Taxes	383.71
9/6/2017	Willis Hand	Safety Boot Purchase	160.88
9/13/2017	Mitch Tull	WIT III Convergence Advance	745.43
9/20/2017	Tim Lawson	Safety Boot Purchase	160.53
9/27/2017	Neil Cole	Furniture Storage	220.00
9/27/2017	Brian Taylor	Safety Boot Purchase	170.00
10/4/2017	Kevin Champlin	Sensus Conference Advance	1,056.40
10/18/2017	Scott Lewis	Airfare to CMWD 9/5-9/11	484.10
10/18/2017	Scott Lewis	Airfare to CMWD 10/15-10/18	349.10
10/18/2017	Scott Lewis	Lodging 9/5-9/10	419.64
10/18/2017	Greg Romey	Mileage Reimbursement	119.31
10/23/2017	Jessica Collins	Mileage Reimbursement	150.33
11/1/2017	Robert Vasquez	Safety Boot Purchase	170.00
11/1/2017	James Word	Mileage Reimbursement	104.86
11/1/2017	Steve Wickstrum	Mileage Reimbursement	103.26
11/1/2017	Steve Wickstrum	Mileage Reimbursement	273.22
11/8/2017	Vincent Godinez	D3-D4 Class Mileage	145.52
11/8/2017	Vincent Godinez	D3-D4 Class Hotel	284.30
11/8/2017	Eric Grabowski	PAPA Seminar Airfare	459.60
11/8/2017	Eric Grabowski	PAPA Seminar Lodging	277.20
11/8/2017	Luke Soholt	D4 Certification Renewal	155.00
11/8/2017	Luke Soholt	T4 Certification Renewal	105.00
11/20/2017	Joe Martinez III	ALICE Seminar Mileage	190.25
11/20/2017	Joe Martinez III	ALICE Seminar Registration	595.00
11/29/2017	Scott Lewis	Lodging 10/15-10/17	283.98
11/29/2017	Scott Lewis	Lodging 11/1-11/3	270.45
11/29/2017	Scott Lewis	Airfare to CMWD 10/30-11/4	440.10
12/8/2017	Rebekah Vieira	Mileage Reimbursement	112.89
12/8/2017	Steve Wickstrum	Mileage Reimbursement	132.68
12/13/2017	Nicole Parson	Tuition Reimbursement	1,500.00
12/20/2017	Lisa Kolar	Pesticide Regulation Fee	195.00
12/20/2017	Luke Soholt	Water Distribution Operators Course	118.55
12/27/2017	Gerardo Herrera	General Ed Course Reimbursement	266.73
12/27/2017	Levi Maxwell	Safety Boot Purchase	156.24
12/27/2017	Bryan Sandoval	Mileage Reimbursement	101.65
12/27/2017	Brian Taylor	Uniform Jackets for Pipeline Staff	632.49
12/27/2017	Rebekah Vieira	Food for Staff	210.79
1/3/2018	Scott Lewis	Tuition Reimbursement	1,903.91
1/10/2018	Steve Wickstrum	Mileage Reimbursement	232.72
1/10/2018	Scott Lewis	Airfare to CMWD 1/3-1/10	287.60
1/10/2018	Scott Lewis	Lodging 1/3-1/10	738.99
1/24/2018	Eric Grabowski	Safety Boot Purchase	107.70
1/24/2018	Willis Hand	D4 Certification Renewal	105.00



**Casitas Municipal Water District  
 Reimbursement Disclosure Report (1)  
 Fiscal Year 2017/18  
 July 1, 2017-June 30, 2018**

1/24/2018	Willis Hand	Small Water System Courses	222.11
1/24/2018	Michael Shields	D4 Certification Renewal	105.00
1/24/2018	Caron Smith	Water Treatment Grade 2 Certification	125.00
2/7/2018	Steve Wickstrum	Reimburse Mileage	345.53
2/14/2018	Russ Baggerly	Reimburse Mileage	204.37
2/14/2018	Scott Lewis	Airfare Extension	334.21
2/14/2018	Scott Lewis	Car Rental 1/3-1/11	482.70
2/21/2018	Peter Kaiser	Reimburse Mileage	135.71
2/28/2018	Mario Mariscal	Water Distribution Operators Course	118.55
2/28/2018	Brian Taylor	Water Distributon 5 Certification Exam	260.00
3/7/2018	Bill Hicks	Reimburse Mileage	187.48
3/7/2018	Vincent Godinez	Safety Boot Purchase	170.00
3/28/2018	Angela Chapman-Kofron	Reimburse Mileage	235.84
3/28/2018	David Pope	Safety Boot Purchase	170.00
4/4/2018	Julia Aranda	Standard Specs & Plans	225.00
4/11/2018	Scott Lewis	Airfare to CMWD 3/4-3/10	274.01
4/11/2018	Steve Wickstrum	Reimburse Mileage	222.36
4/11/2018	Jessica Collins	CPRS Conference	198.46
4/18/2018	Scott Lewis	Lodging 3/4-3/14	841.60
4/18/2018	Scott Lewis	AFS Membership	115.00
4/18/2018	Scott Lewis	Airfare Change from 3/10 to 3/14	302.00
4/18/2018	Scott Lewis	Airport Parking	100.00
4/18/2018	Scott Lewis	Car Rental 3/4-3/14	707.83
4/18/2018	Scott Lewis	Airfare 3/22-3/27	581.01
4/18/2018	Scott Lewis	Car Rental 3/22-3/27	472.45
4/18/2018	Scott Lewis	Tuition Reimbursement	1,096.09
4/18/2018	Willis Hand	Safety Boot Purchase	104.53

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

# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: 2018 Casitas Water Supply and Demand Assessment  
Date: May 3, 2018

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## 1. BACKGROUND

In accordance with the direction provided in the Water Efficiency and Allocation Program, adopted June 10, 2015, specifically Section 5.2 entitled "*Water Resource Conditions and Actions*," the Board of Directors are to receive an assessment of local water supplies, water demands, and current effectiveness of water demand reduction measures. The information in the assessment may necessitate the consideration and direction from the Board of Directors for further actions to preserve water supply for the future.

## 2. ANNUAL EVENT SUMMARY

The annual event summary is to provide insight to unusual events that have occurred within the boundary of the Casitas Municipal Water District that would not otherwise be directly reported in the content of the assessment. The key events are as follows:

- a) On June 8, 2017, the Casitas Municipal Water District acquired the Ojai Water System from the Golden State Water Company. The acquisition transferred to Casitas the operations and maintenance of the Ojai Water System, six groundwater wells in the Ojai Groundwater Basin, and a customer base of approximately 2,800 service connections.
- b) A bathymetric study was performed on Lake Casitas, resulting in an understanding that the sediment accumulation in Lake Casitas since 1959 is estimated at 16,239 acre-feet. The full storage of Lake Casitas has declined from 254,000 acre-feet to 237,761 acre-feet. The storage level of Lake Casitas at 50, 40, 30, and 25 percent are recalculated.
- c) In December 2017, a major wildfire burned approximately 100 percent of the Ventura River Watershed, with the exception of the urban developed areas. The impacts of this fire event on water quality and quantity are to be observed and documented during the course of watershed recovery.

## 3. ASSESSMENTS

The assessments are to be considered in the implementation of a Stage and the demand reduction measures for FY 2018-19.

## **WEATHER CONDITIONS.**

During the period of 2012 through 2016, the Ventura River watershed has been in an extreme drought condition with less than average rainfall amounts (Table 1) that have been insufficient to cause the restoration of local water resources. While the rainfall totals for 2017 appear to be above average, the rainfall was absorbed by a thirsty watershed and produced only one peak flow event on February 17th. Rainfall totals during 2018 fell below the average rainfall for Matilija and Casitas Dam locations.

Table 1 – Rainfall Totals for Matilija Dam and Casitas Dam (inches)

<b>Water Year</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Avg.</b>
<b>Matilija Dam</b>	33.62	16.56	36.54	40.28	14.21	11.85	14.76	17.57	13.35	31.98	16.75	28.23
<b>Casitas Dam</b>	26.19	14.82	31.13	35.99	15.11	10.99	9.90	11.65	11.07	30.75	9.89	23.31

The winter storms of 2018 can be described as three relatively small rainfall events that occurred on January 9th, March 2nd and March 22nd. The annual rainfall total during the period of October 1 to April 1, 2018, at Matilija Dam and Casitas Dam are respectively 16.75 and 9.89 inches. The local rainfall this year is below the long-term average recorded rainfall.

## **WATER RESOURCES.**

The primary water resources within the Casitas district boundaries are collectively the groundwater basins of the Ventura River, Ojai and Upper Ojai, and the surface water storage at Lake Casitas.

**Groundwater Basins.** The winter of 2018 brought partial recovery to the local groundwater basins within the Casitas district boundaries. The key rainfall events caused flashy peak flows from the highly burned Ventura River watershed.

The Upper Ventura River groundwater storage levels peaked at a near full aquifer condition in April 2017 and progressed through the typical storage decline during the summer of 2017. The recent data presented by the Ventura River Water District illustrates that with continuous surface flows during the period of January 9 to April 1, 2018, have not resulted in a replenishment of groundwater in the Ventura reach north of State Highway 150. The lack of groundwater recovery has been assumed to be partially due to the fine sediment and organic matter from the burned watershed that may have sealed the permeable gravels of the river. The lack of storage recovery in the Upper Ventura River Basin may lead to an early transition of some groundwater pumpers to the Casitas supply.

The Ojai groundwater basin is a primary water source for the Ojai Valley's urban and agricultural water demands. The basin's groundwater storage recovered in 2017 with an approximate 70-foot rise in water elevation recorded at a key well in the basin. The Ojai basin Groundwater Management Agency has reported that the Ojai basin has risen to an estimated storage of 57,087 acre-feet (67% capacity) by mid-April 2017 and continuing to rise as more water drains from the watershed. The April 2018 condition of the basin is near that of April 2017 due to a small amount of runoff from the burned watersheds surrounding the basin.

**Surface Water Storage.** Lake Casitas is the primary source of water supply for the Casitas Municipal Water District, constructed in the 1950's as a supplemental supply to local groundwater and as a

primary source for areas that do not have groundwater. Figure 1 presents the annual high-low water storage fluctuations that Lake Casitas has experience since 1970. Lake Casitas storage was last at full storage capacity (252,867 acre-feet) in May 2006 and has since been in a declining storage trend due to drought conditions, evaporation, and water use.

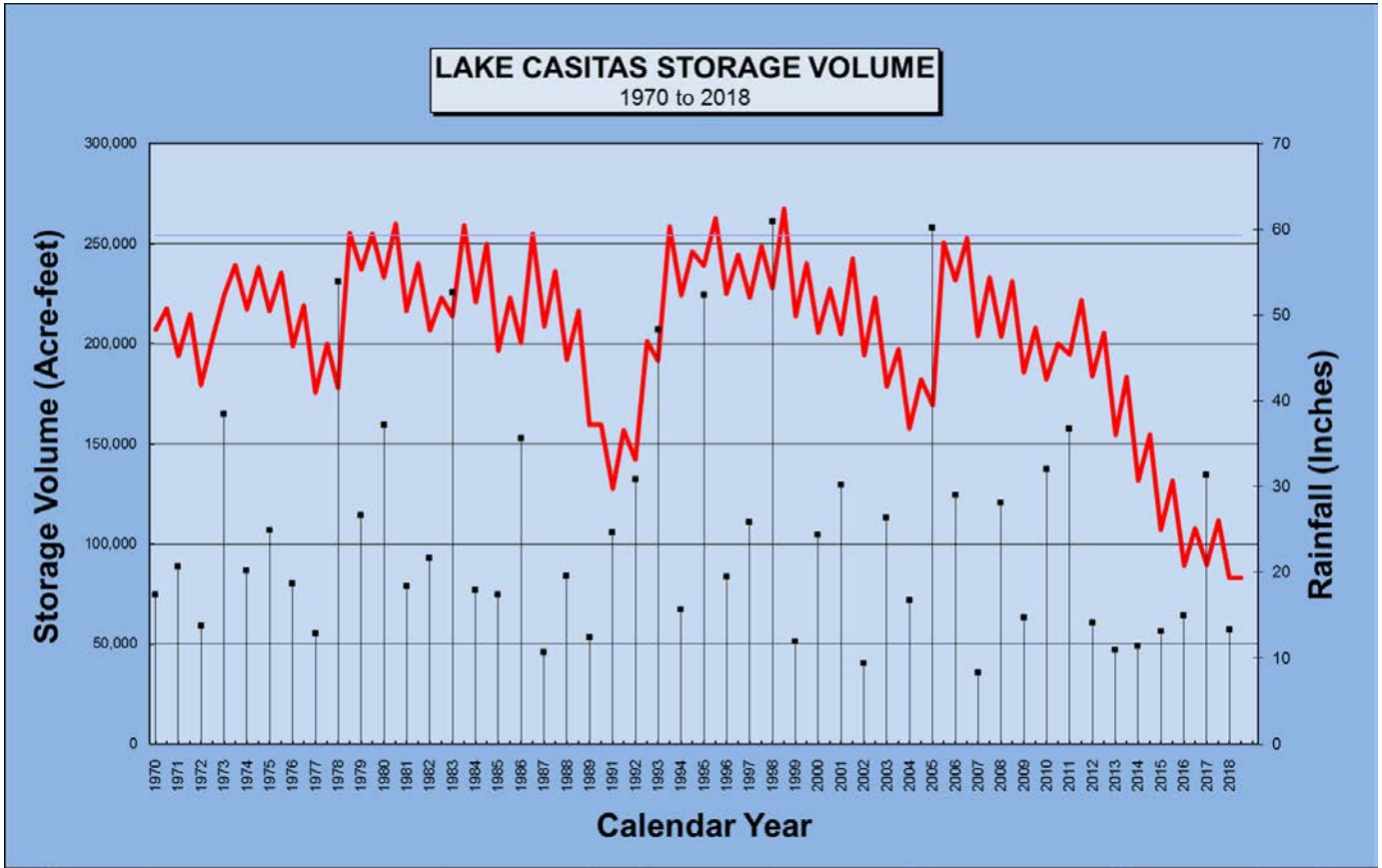


Figure 1 – Lake Casitas Storage Volume and Rainfall Trend (1970 to April 2018)

On January 1, 2018, Casitas officially changed the storage table based on the bathymetric survey conducted at Lake Casitas. The volume stored at each designated percentage specified in the Water Efficiency and Allocation Program (WEAP) is changed to reflect the data provided by the bathymetric survey as follows:

<b>Stage</b>	<b><u>Stage 1</u></b>	<b><u>Stage 2</u></b>	<b><u>Stage 3</u></b>	<b><u>Stage 4</u></b>	<b><u>Stage 5</u></b>
<b>Percent Storage</b>	100%	50%	40%	30%	25%
<b>Volume (Acre-feet)</b>	237,761	118,880	95,104	71,328	59,440

On January 4, 2018, Lake Casitas storage level declined to the adjusted storage of 82,906 acre-feet. The 2018 winter rain storms caused a small rise in the Lake Casitas storage volume to 84,094 acre-feet on March 13, 2018. Looking forward to the changes of Lake Casitas storage during the remainder of 2018, based on a decline in Lake Casitas storage similar to that experienced in the summer of 2017, Lake Casitas is projected to decline to the 71,328 acre-foot capacity by mid-October 2018.

A critical question that has been asked many times is - How long will the Lake Casitas supply last before declining to a minimum pool condition? In consideration of a April 2018 start point at 82,000 Acre-feet in storage at Lake Casitas, applying evaporation, no runoff additions to storage, and comparing three rates of releases from storage to meet water demands, Figure 2 illustrates the time to reach minimum pool for the three different rates of releases from Lake Casitas storage. The 2017 outflow (releases and net evaporation) is approximately 14,630 acre-feet. Using the 15,000 AFY line in Figure 2 from the starting point of 82,000 acre-feet in storage, the answer to the minimum pool question, is approximately three and one-half to five years. The delivery 10,000 acre-feet per year is provided to illustrate the time extension provided by lessening the annual delivery.

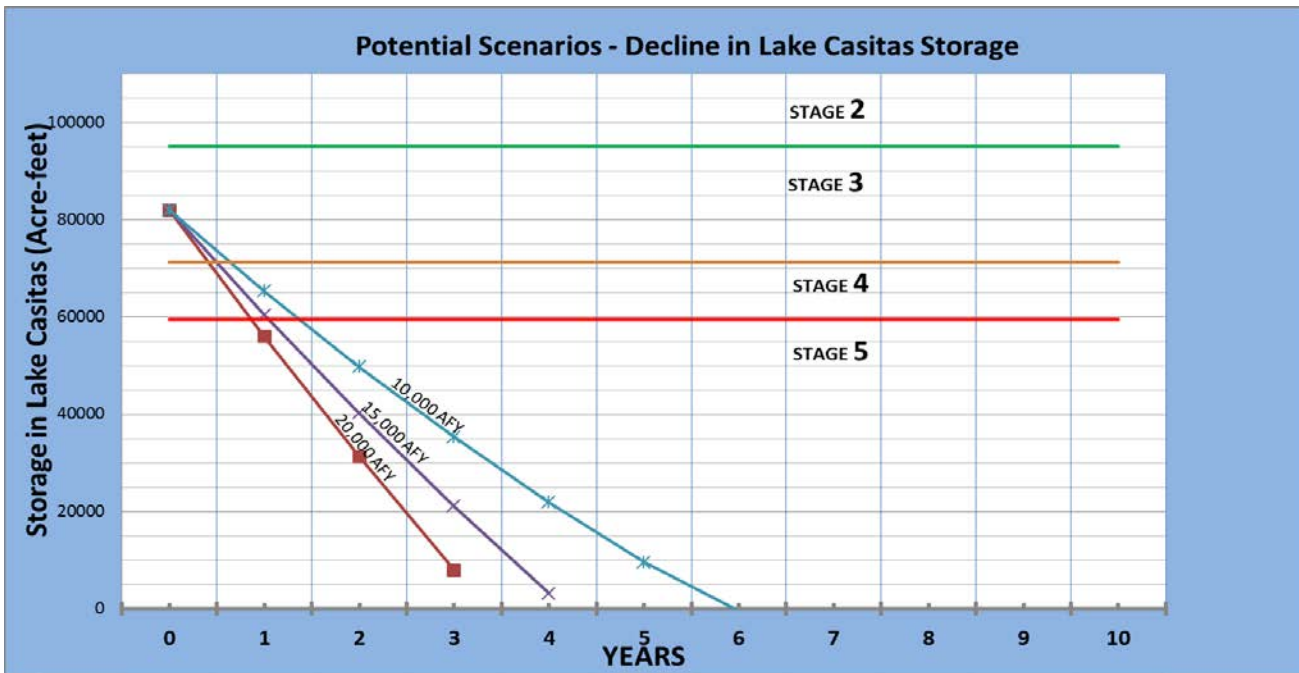


Figure 2 – Hypothetical Decline in Lake Casitas Storage with No Rainfall or Runoff.

**WATER DEMAND.**

In FY 2013-14, the Casitas water demands from Lake Casitas peaked to 20,417 acre-feet, while Lake Casitas was still in a Stage 1 condition. In April 2014, the State’s Drought Emergency Declaration raised the public awareness to the on-going drought throughout California, the severe conditions in the State Water Project and Central Valley Project, and the growing scarcity of water for agriculture and communities, statewide.

In April 2015, Lake Casitas storage declined to fifty percent of its storage capacity and the Casitas Board of Directors declared that a Stage 2 condition existed for the Lake Casitas supply. In doing so, the Board of Directors initiated Stage 2 mandatory water demand reduction requirements with the further adoption of a revised Water Efficiency and Allocation Plan (WEAP). A key element of the WEAP was the assignment of individual water allocations for residential, commercial and agricultural beneficial water uses, and the assignment of a conservation penalty for water use that was in exceedance of the assigned water allocation.

In June 2016, the Casitas Board of Directors declared that a Stage 3 condition exists as Lake Casitas continue to decline to 100,000 acre-feet of water in storage. The Stage 3 declaration implemented a conservation surcharge of \$5.00 per unit and limited the available for new water use to 10 acre-feet.

In April 2017, the Casitas Board of Directors continued the Stage 3 declaration, pending further decline of Lake Casitas storage to a Stage 4 level.

**Water Demand Response.** A critical function of the WEAP is to manage water supplies in such a manner that prevent Lake Casitas from reaching a minim pool condition through the implementation of water demand response measures – the assignment of individual water allocations and the implementation of a conservation surcharge for water use in excess of the allocation.

Since FY 2013-14, the demand on the Lake Casitas supply has continued to decline (Table 2) in response to the WEAP, water resource changes by large customers, and the heightened customer awareness of water resource conditions. The first ten months of water delivery in FY 2017-18 is an indication of the continuance of the decline in water delivery from Lake Casitas.

Table 2 – Water Deliveries from the Lake Casitas Supply

<b>Fiscal Year</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18 Jul-Apr</b>
<b>Lake Casitas Water Deliveries (AF)</b>	20,417	17,339	15,662	13,200	10,153
<b>% below 2013-14 Delivery</b>	0	15	23	35	50
<b>Declared Stage</b>	1	1	2	3	3

*A point of clarification: The water delivery from Lake Casitas is the metered quantity of water leaving the Casitas Dam and placed into the distribution system. Water use, or water sales, is the metered use at each point of service to a customer. The difference between the two numbers is considered system loss.*

The comparative data in Table 3 illustrates the customer classification water use response under the Stage 3 condition for the period of July through December 2017, compared to the same period in 2013. The comparison is limited to the six month period for which data is available, high demand months of the summer, and representative of recent events. Each of the listed six month periods experienced similar low rainfall totals and exhibit the water demand reduction resulting from the public outreach, the conservation surcharge, and the State’s declaration of a drought.

The urban classifications’ collective water demand during the first six months of FY 2017-18 has exceeded the State’s water conservation requirement to attain a 32 percent reduction. It should be recognized that Resale agencies are reporting similar water demand reductions in their service areas. The change in Resale Pumped and Gravity is most significant and understood as a result of a shift away from Lake Casitas to utilizing local groundwater supplies. The change in agriculture has not been as prominent as in the other classifications.

Table 3 – Customer Classification Water Use – **Six-Month Comparison**

<b>Water Customer Classification</b>	<b>FY 13-14 Jul-Dec (AF)</b>	<b>FY 17-18 Jul-Dec (AF)</b>	<b>Change FY 13-14 to FY 16-17 (AF)</b>	<b>% Change FY 13-14 to FY 16-17</b>
Agriculture-Domestic	3,068	2,525	-543	- 18 %
Agriculture	2,431	1,786	-645	- 27 %
Commercial	488	361	-127	- 26 %
Interdepartmental	85	53	-32	- 38 %
Fire	1	0	-1	- 100 %
Industrial	11	8	-3	- 27 %
Other	180	118	-62	- 34 %
Residential	1,066	686	-380	- 36 %
Resale Pumped	889	300	589	66 %
Resale Gravity	3,470	1,029	-2441	- 70 %
Temporary	46	11	-35	- 76 %
<b><u>Total</u></b>	<b>11,735</b>	<b>6877</b>	<b>-4,858</b>	<b>- 41 %</b>

The water customers appear to have responded to the requests to conserve water and in many cases have responded to attain a better than 40 percent reduction from water use in FY 2013-14.

**Conservation Penalty.** The District has implemented a conservation penalty for water use in excess of the individual customer’s Stage allocation. The funds resulting from the conservation penalty are to be applied toward new water supply projects and the water conservation efforts of the District.

In September 2015, and for the remainder of FY 2015-16, the residential water used in excess of the monthly allocation was billed as a conservation penalty at the rate of \$1.00 per unit. Effective July 1, 2016, and continued into FY 2017-18, the conservation penalty was increased to \$5.00 and the allocation reduced an additional 10 percent for the Stage 3 condition.

The Residential classification response to the change from the \$1.00 to a \$5.00 conservation penalty is illustrated in Figure 3 by the monthly summation of the units (hundred cubic feet). During FY 2015-16, the amount of water under the conservation penalty by the residential classification totaled 91,429 hundred cubic feet (210 acre-feet). During FY 2016-17 under a \$5.00 conservation penalty, the residential classification totaled 68,046 hundred cubic feet (156 acre-feet). The response was a 25 percent decrease in over-allocation water use for the Residential classification.

The District serves approximately 2,717 Residential accounts, excluding the Ojai Water System customer numbers, many of whom are using less than their monthly allocation. Figure 4 provides a monthly count of the number of Residential accounts that received a conservation penalty. It has not yet been determined if the same accounts are exceeding their allocation each month. The similar count trends for April, May and June indicate that this may be the case. Table 4 provides the numbers behind the FY 2016-17 conservation penalty response.

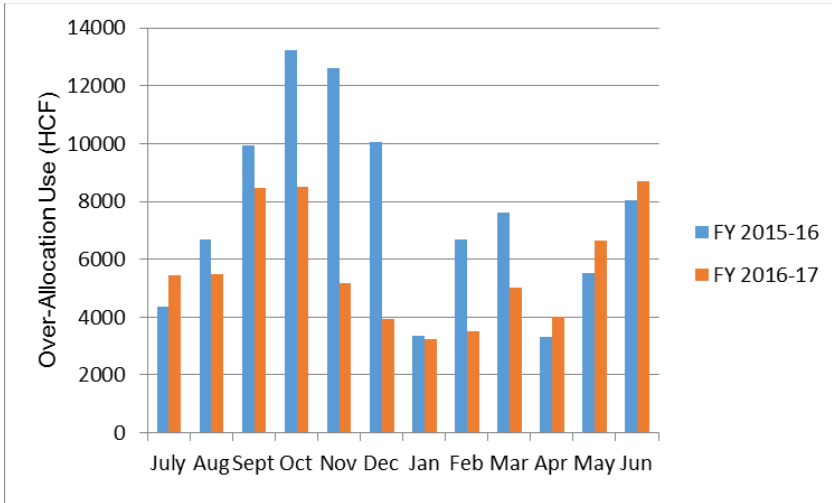


Figure 3 – Residential Response to the Increased Conservation Penalty

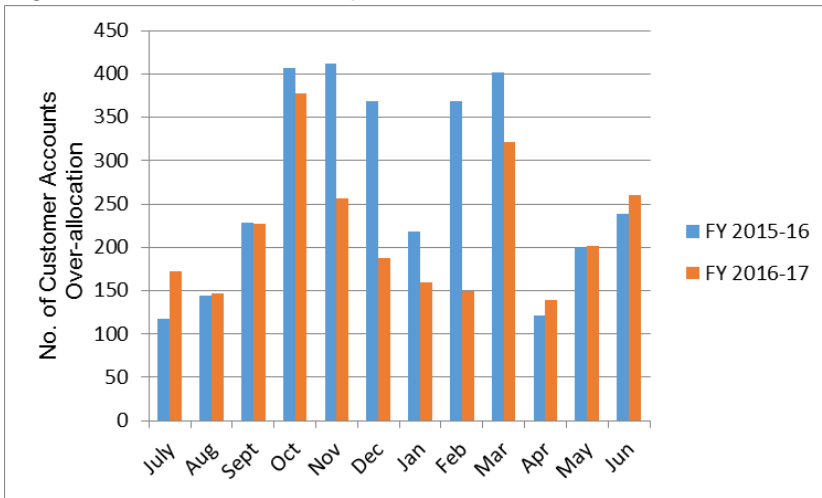


Figure 4 – Number of Residential Accounts billed for Over-allocation Water Use

Table 4 – Residential Water Demand in Excess of Allocation Assignments – FY 2016-17

Month	Number of Residential Accounts	Number of Accounts with a Conservation Penalty	Monthly Residential Demand (Units)	Residential Over-Allocation (Units)	Over-allocation As a Percent of Residential Demand (%)
July	2713	172	52,086	5,428	10
August	2708	147	50,631	5,489	11
September	2708	227	53,546	8,476	16
October	2714	377	38,961	8,505	22
November	2709	257	32,855	5,185	16
December	2710	187	29,101	3,919	13
January	2710	160	20,414	3,219	16
February	2714	149	20,432	3,495	17
March	2714	322	27,842	5,001	18
April	2716	139	35,657	3,994	11
May	2716	202	43,928	6,649	15
June	2717	260	53,437	8,686	16
<b>TOTAL</b> (Units)			458,890	68,046	15



*A point of clarification: Figures 3 and 4, and Table 4, do not include the Ojai Water System customer data. This information will be presented as more data becomes available. It is noted that individual water allocations will be assigned in the Ojai Water System by Casitas in June 2018 and be applicable for FY 2018-19.*

**Revenue.** The Revenue and Expense Report for July 1, 2017 through February 28, 2018, indicates that water sales revenue is \$ 204,792 more than the same period in FY 2016-17. The primary reason for this revenue increase is the adoption of a 12 percent increase in water rates. The addition of the Ojai Water System has brought an additional \$ 634,780 in revenue during this same period of time.

**Growth.** The service area of the District is in extremely slow growth. Most requests that Casitas receives are related to expansions of residential housing construction. The slow growth rate is indicative of the information illustrated in Table 5. During the past six years, Casitas has installed fourteen meters and issued 22.84 acre-feet of water allocation. On the average of less than three meters per year have been installed and the new or additional allocation assignments have been less than 10 acre-feet per year.

In 2017, Casitas acquired the Ojai Water System in which Casitas has addressed residential and multi-dwelling projects that were in progress at the time of the system acquisition.

Table 5 – Water Service and Allocation Assignments by Casitas (CY 2012-2018)

Calendar Year	No. of Meters Issued	Allocation Issued (AF)	Project types and expansions of existing allocations
2012	3	2.22	Three residential projects, one expansion of allocation
2013	1	1.88	One residential project, one expansion of allocation
2014	6	9.85	5 AF for one Agricultural parcel, five other residential projects and two expansions of allocation.
2015	1	1.27	One residential project in Ventura River Water District service area and one expansion of allocation
2016	3	2.08	Residential projects in Casitas (2) and Ventura River Water District (1).
2017	3	5.54	Residential projects: Meiners Oaks Water District (1), Ventura River Water District (1), Casitas (3). Commercial: Casitas (2)
2018	0	0	None.

#### 4. **POLICY AND PROGRAMS IN PLACE.**

**Resolution Adopting Management Priorities of Casitas Municipal Water District, Resolution No. 93-12.** On March 10<sup>th</sup>, 1993, the Casitas Board of Directors resolved by Resolution No. 93-12 (1) that Casitas shall manage Lake Casitas and its water supplies so that it can provide back up to other water systems and meet its direct customer demands during droughts without running the lake dry.

**Water Waste Prohibition Ordinance.** (Casitas Ordinance 15-02). This Ordinance established water waste prohibitions and identified actions against violations of the Ordinance. Casitas staff has been actively engaged with the public reports of water waste.

**Water Conservation Program.** Since 1992, Casitas has actively assisted water customers throughout the district with fixture retrofits, irrigation surveys, residential and institutional water use surveys, provision of water conservation materials to local schools, public workshops and presentations on a wide variety of water conservation topics, public messaging, and financing assistance for water well improvements. The Water Conservation Program has partnered with other Ventura County agencies to obtain grants for additional water conservation measures.

**Water Efficiency and Allocation Program (WEAP).** The WEAP is the key water management tool for long-term drought response and water demand. The WEAP was originally adopted by the Board of Directors in January 1992 and recently revised in June 2015. The WEAP is the backbone to the Casitas Urban Water Management Plan. A critical element of the WEAP implementation is to cause water demands to be commensurate to the declared Stage of Lake Casitas.

**State of California.** On April 7, 2017, Governor Brown lifted the January 17, 2014 drought declaration, leaving in place water waste prohibitions and requirements for continuing development of urban and agricultural water use standards to promote continued water conservation (Executive Order B-40-17). The State is developing new regulations to continue the conservation measures and measures to hold all water users accountable for their water use.

**Water Security Projects.** The Casitas Municipal Water District is committed to investigating and implementing opportunities to expand water supply availability.

**Matilija Formation** - Continue to investigate the water availability and quality, field data gathering for environmental considerations is on-going. This project could possibly provide a local emergency water supply. The preliminary schedule for final completion is two years.

**State Water Intertie** – The Casitas Municipal Water District is diligently pursuing the development of the infrastructure and agreements needed for the exchange of State water between Calleguas, the City of Ventura, Casitas, United, and other parties with due consideration of the fiscal impact of the project. This is an opportunity for regional collaboration to address common water supply reliability needs of entirety of Ventura County. The preliminary schedule for final completion is five to seven years.

**Ojai Basin Desalter** – The lower aquifers of the Ojai Basin may be made available through the application of a desalter unit. The project will require further study to determine the feasibility and merits of this project. The analysis of the Ojai Well Field is beginning in summer of 2018.

## **5. RECOMMENDED WEAP ACTIONS**

The WEAP lists in Table 6 a series of actions to be considered by the Board of Directors for implementation when transitioning to any Stage condition of Lake Casitas. A copy of the WEAP Table 6 is attached to the end of this memorandum. The following are the staff recommendations for WEAP actions to be consider for adoption by the Board of Directors on May 9, 2018:

## **Communications.**

1. **Continue the Stage 3 Condition.** Stage 3 is identified as a condition in which a water shortage is eminent. The Lake Casitas storage at the end of the 2018 winter season is at 82,000 acre-feet and is estimated to decline to the Stage 4 storage level of 71,328 acre-feet by October 2018. The current demand for Lake Casitas supply is forty percent less than the 20,000 acre-foot safe yield of Lake Casitas (Table 3), compliant with the Stage 4 demand reduction target. The Board of Directors may consider at any time to move to Stage 4.
2. **Expand and intensify public information campaign.** This will be challenging for Casitas in light of the Governor's action to declare the ending of the California drought. The view of Casitas has and always will be that the drought isn't over until Lake Casitas spills. The local resale agencies recognize that their water supplies are at risk and they may have to rely again on Lake Casitas under continuing drought conditions. Casitas needs to continue the messaging of local water supply reliability, water supply project status, and responsible water use by all.
3. **Provide regular briefings, publish monthly consumption report.** A part of this task is being accomplished by staff as a requirement of the State Water Resources Control Board. The billing system provides each customer a monthly status on their water use and the application of conservation surcharges. Newsletters and news articles need to carry a continuous and consistent message to the public.
4. **Hire additional temporary staff in customer service, conservation, and water distribution for water waste enforcement.** This topic has been discussed among staff and there does not appear to be a need at this time for additional staffing. This could change and additional staffing justified.
5. **Set an annual allocation limit for new or existing water service connections.** Adhere to the Board's prior direction to limit the volume of water to be allocated to new service connections or requests for additional allocation volumes. Based on the Growth section above, an alternative to the complete moratorium, which is a temporary action, is to limit the volume of allocation to be issued to 10 acre-feet per fiscal year.

## **Customer Demand Reduction Measures.**

1. **Continue with Stage 3 measures.** Water conservation is a way of life for the District's customers and the District should intensify the message that a water shortage is eminent. The enforcement of the Water Waste Prohibition Ordinance should continue during Stage 3 under the current system of public notification of waste. The system for allocation assignment and billing should continue as Stage 3, until such time that the Board makes a different determination. The Board should consider the implementation of Stage 4 measures at the time that water stored in Lake Casitas declines to 30 percent (71,328 acre-feet).
2. **Reduce water allocations.** Continue Stage 3 through FY 2018-19 with a 10 percent reduction of water demand from that required in Stage 2. If the water demand reduction measures are not being met during the course of FY 2018-19, make a change in the conservation penalty.

3. **Landscape watering restriction.** Recommend the consideration of a change to an advisory one day per week. Casitas has heard from other local agencies that there is a difficulty in water systems meeting landscape irrigation water demands on one day a week basis. Casitas has also heard from landscape maintenance, parks, special facilities, and direct customers that this requirement is difficult to meet. The policy direction to be advisory would allow for coordination with other water agencies and provide guidelines that are easy for the customers to follow and straight forward for staff to enforce. The conservation penalty has a more rapid impact if excessive outdoor watering occurs. If someone can stay within their allocation and water more than once a week, then perhaps they should be allowed to do so.
4. **No landscape changes unless xeriscape.** This requirement will take some coordination with customers, County and City planning offices.

### **Penalties and Rates.**

1. **Consider and implement Conservation Penalty for water use in excess of allocation.** Continue with the current conservation penalty of \$5.00 for each unit of water that is over the monthly allocation assignment for all classifications of service. It is recommended to keep the conservation penalty at the same value for FY 18-19 and change only if it is determined that water demand reduction is not being attained. Direct staff to work with customers that are repetitively in excess of the allocation assignments.
2. **Consider rates for revenue stabilization and cost of service.** The Board has adopted water rates to achieve revenue stabilization and cost of service that became effective July 1, 2017 and continue over four years.

### **Modification of the WEAP.**

1. Modification of Table 3 to reflect the bathymetric study changes to Lake Casitas storage action levels.
2. Modification of Table 5, Residential & Multi-Family Non-essential Use, Stages 3, 4 and 5, changed to 30%, 40% and 50% respectively.
3. Modification of the Stage 4 Customer Demand Measure to “Consider prohibition of filling swimming pools and fountains” to “Prohibit the unnecessary draining and refilling of pools”.



Table 6 – Stage Actions and Water Demand Reduction Measures

<b>Water Shortage Condition</b>	<b>Key Casitas Communications and Actions</b>	<b>Customer Demand Reduction Measures</b>	<b>Penalties And Rates</b>
<p><b>Stage 1</b></p> <p>Supply Range 100% - 50%</p> <p>Demand Reduction <b>0%</b></p> <p><b>(80% of 1989 use)</b></p>	<ul style="list-style-type: none"> <li>• Initiate public information and advertising campaign.</li> <li>• Publicize ways to reduce water consumption.</li> <li>• Coordinate conservation actions with other water purveyors and cities.</li> <li>• Perform water audits and promote water efficient use/conversions.</li> <li>• Conduct water workshops.</li> <li>• Temporary staffing for public inquiries, as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Water conservation practices requested of all customer classifications.</li> <li>• Adhere to Water Waste Prohibition Ordinance.</li> <li>• Adhere to assigned water allocation or less.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 2</b></p> <p>Supply Range 50% - 40%</p> <p>Demand Reduction From Stage 1 Allocation <b>20%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 2</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Intensify public information campaign.</li> <li>• Optimize existing water resources.</li> <li>• Intensify leak detection.</li> <li>• Develop appeals staffing.</li> <li>• Consult with major customers to develop conservation plans and water use audits.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue all Stage 1 measures.</li> <li>• Landscape watering advised <del>restricted</del> to two (2) watering days per week.</li> <li>• Require water audits for large water users; implement recommendations of the water audits.</li> <li>• Businesses display “save water” signage.</li> <li>• Increase public information.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 3</b></p> <p>Supply Range 40% - 30%</p> <p>Demand Reduction From Stage 1 Allocation <b>30%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 3</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Expand and intensify public information campaign.</li> <li>• Provide regular briefings, publish monthly consumption report.</li> <li>• Hire additional temporary staff in customer service, conservation, and water distribution. Water waste enforcement.</li> <li>• <del>Moratorium on new service connections.</del></li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 and 2 measures.</li> <li>• Reduced water allocations.</li> <li>• Landscape watering advised <del>restricted</del> to one (1) watering day per week.</li> <li>• No landscape changes unless xeriscape.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 4</b></p> <p>Supply Range 30% - 25%</p> <p>Demand Reduction From Stage 1 Allocation <b>40%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 4</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Continue to provide regular media briefings.</li> <li>• Scale up appeals</li> <li>• Open drought information center.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 through 3 measures.</li> <li>• Reduced water allocations.</li> <li>• Landscape watering advised <del>restricted</del> to one (1) watering day per week.</li> <li>• Implement restrictive Irrigation delivery schedule.</li> <li>• Minimal water for large landscapes.</li> <li>• Consider prohibition of filling swimming pools and fountains.</li> <li>• Implement restrictive Irrigation delivery schedule and quantities greater than 60%.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 5</b></p> <p>Supply Range 25% - 0%</p> <p>Demand Reduction From Stage 1 Allocation <b>50%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 5</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Minimize outdoor water use and non-essential uses.</li> <li>• Implement aggressive public outreach and education program.</li> <li>• Implement crisis communications plan.</li> <li>• Coordinate with State and local agencies to address enforcement challenges.</li> <li>• Water Shortage Emergency declaration to be considered.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 through 4 measures.</li> <li>• Reduced water allocations.</li> <li>• Rescind Temporary meters issued.</li> <li>• No turf irrigation.</li> <li>• Implement restrictive Irrigation delivery schedule and quantities greater than 50%.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>

# **WATER EFFICIENCY AND ALLOCATION PROGRAM**

## **Casitas Municipal Water District**

**May 9, 2018~~October 11, 2017~~**

### **SECTION 1: INTRODUCTION**

In 1992 the Casitas Municipal Water District (Casitas) adopted a series of ordinances, resolutions, and a Water Efficiency and Allocation Program (WEAP) in response to the increasing water demands and declining water storage in Lake Casitas experienced during the 1987-1991 drought period. The collective work in 1992 set the starting point for a system of water allocation assignments and demand response criteria that are based on the level of water storage in Lake Casitas. Since 1992, there has been a significant outreach by Casitas to raise the public's awareness on the importance to conserve local water supplies, changes in the water supply and demand, regulatory compliance directives pursuant to the Endangered Species Act (ESA), and system outage events that temporarily activated Casitas' emergency response plan. All of these factors, including the responses and experiences of the current drought, are considered in the update of the Water Efficiency and Allocation Program.

#### **1.1 Purpose and Principles of the Plan.**

The purpose of this update of the WEAP is to provide guidance on water supply and demand strategies that (1) conserve the water supply of the Ventura River Project, Lake Casitas and other water resources that are in the direct control of Casitas, for the greatest public benefit, (2) mitigate the effects of a water shortage on public health and safety and economic activity, (3) allocate water use so that a reliable and sustainable supply of water will be available for the most essential purposes under all water storage conditions of Lake Casitas, and (4) adapt to changing conditions of water supply demand and constraints.

The WEAP describes the water demand reduction strategies and measures to address future water shortage conditions, promote water conservation and the efficient use of water, and the application of a conservation penalty to customers who waste water.

#### **1.2 Relationship between this Document, Water Codes, and Other Plans.**

This WEAP shall be guided by State regulations and planning requirements as provided by the California Water Code that provides Casitas with broad powers to implement and enforce regulations and restrictions for managing a water shortage (§71640-71644), to implement water conservation programs (§375--378), to implement allocation-based conservation water pricing (§370-374), and to declare a water shortage emergency (§350-359).

As required by Water Code Section 10632, this WEAP shall be integrated as a part of the Casitas Urban Water Management Plan (UWMP), as amended or updated every five years. The Casitas 2010 UWMP has been accepted and approved by the State Department of Water Resources. The UWMP provides an in-depth description of the Casitas water system, water resources and demands, and water supply reliability. For the purposes of integration and lessening the conflicts due to the replication of information, the WEAP shall rely on the updates of the Water Code Sections provided in the attached Appendices and UWMP, as amended or updated every five years.

## **SECTION 2: WATER SUPPLY AND DEMAND CONDITIONS**

### **2.1 Water Supply.**

The water supply for Casitas is derived from (1) the watersheds that flow directly and indirectly by diversion from the Ventura River of water during wet years to carryover storage in Lake Casitas for use during dry years, and (2) groundwater to the extent that Casitas has its own groundwater supply. The watersheds of the Ventura River region are subject to an extreme variation in the weather patterns, ranging from multiple years of drought to sometimes significant wet year events that are associated with El Nino conditions that add to the uncertainty of available local water supplies.

#### **2.1.1 Surface Water.**

The primary goal of Casitas is to provide a safe and reliable water supply. Due to the uncertainty of weather conditions that provide water to the local watersheds, a safe yield modeling has been implemented to provide guidance on water supply availability. The safe yield modeling criteria for the Casitas surface water supply provides a theoretical rate of decline in available water supply during a critical drought period, that if given a specific annual extraction rate from storage, that would reduce Lake Casitas to an exhausted minimum pool.

The sizing of Lake Casitas storage volume and the determination of the annual safe yield of water from Lake Casitas was originally determined by the Bureau of Reclamation in 1954, based on the hydrologic modeling for the critical drought period that started in 1919 and continued through 1936. The storage volume of the off stream reservoir, Lake Casitas, was set to be 254,000 acre-feet and the annual safe yield was determined to be 28,000 acre-feet. In 2004, Casitas recalculated the annual safe yield of Lake Casitas for the drought period of 1944 to 1965 based on newer knowledge of the diminished value of Matilija Reservoir and its impending removal, and the change in Robles Diversion operations resulting from the 2003 Biological Opinion established by the National Marine Fisheries Service pursuant to the federal Endangered Species Act. The recalculated annual safe yield of Lake Casitas was determined to be 20,840 acre-feet per year.

The safe yield trend for the 1944-1965 critical drought period is illustrated in Figure 1, with the assumption that the critical drought period begins with a full reservoir. The modeling applies the hydrology, river diversions operations, and lake evaporation for the period (1944-1965) that contribute to the Lake Casitas storage. The safe yield is a constant extraction rate from lake storage that contribute to the decline in Lake Casitas storage during the critical drought period, taking lake storage from full capacity to a minimum pool condition. Based on the safe yield model with a continuous and steady extraction rate, or safe yield, of water at 20,840 acre-feet each year, Lake Casitas would decline from full storage to minimum pool in approximately twenty years.

Also included in Figure 1 is the Recovery Period of Lake Casitas, which illustrates the actual filling rate experienced at Lake Casitas during the 1959 to 1978 period. The recovery of the Lake Casitas volume during the Recovery Period that is illustrated in Figure 1 cannot be assumed as the normal or common sequence given the variability of the rainfall amounts in the Ventura River watershed, constraints, and other influences to Lake Casitas inflow and storage. Casitas may experience elevated water supply risks that could be associated with a delay in the start of the recovery period while at minimum pool in Lake Casitas, or there could be a condition where the critical drought period begins with a partially recovered storage level in Lake Casitas.



The availability of the Lake Casitas supply can be influenced or impacted by long-term droughts, changes to lake water quality, and/or changes to diversion and storage conditions. The safe yield of Lake Casitas and annual water availability may need to be reconsidered in the future as a result of changing conditions or new information that differs from the present conditions.

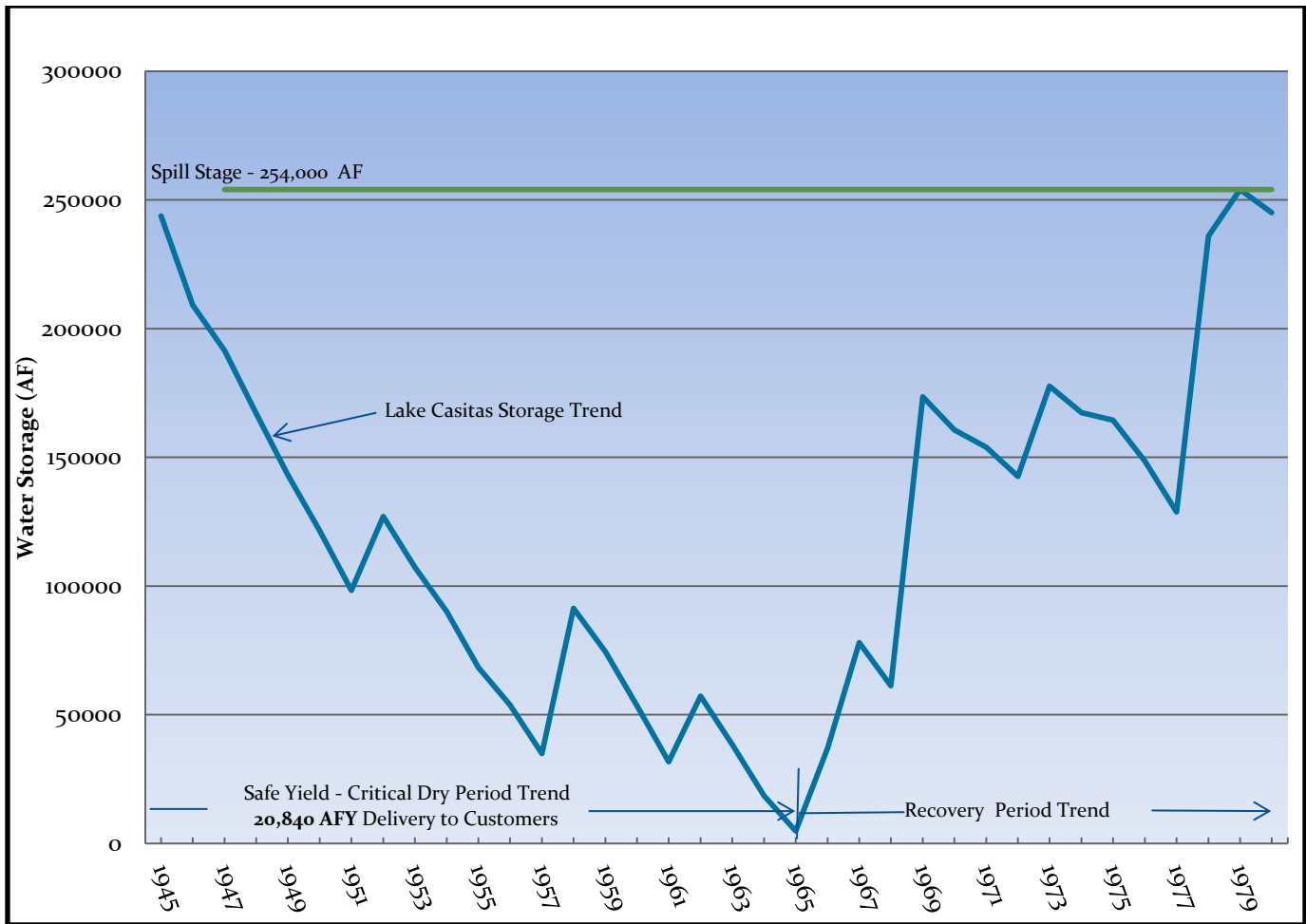


Figure 1 – Lake Casitas Safe Yield Storage and Recovery Period Trends

### 2.1.2 Groundwater.

Within Casitas’ district boundaries, there are several local groundwater basins that are primary and critical sources of water supply for other local water purveyors (public, mutual and private), individual residential use and agriculture. During extended periods of drought with several years of less than average rainfall (20-inches) the local groundwater basins can become depleted due to pumping, natural drainage and evapotranspiration. The Lake Casitas surface water supply serves as a back-up water supply to the groundwater supply during times of extended drought.

Table 1 – Groundwater Basins of the Ventura River Watershed

Groundwater Basin	Acres	Max. Capacity (AF)	Approx. Safe Yield (AF/Yr.)
Upper Ojai	2,840	5,681	Unavailable
Ojai Valley	6,471	85,000	5,026

Upper Ventura River	9,360	35,118	9,482
Lower Ventura River	6,090	8,743	2,130

Source: Ventura River Watershed Council

The groundwater basins have demonstrated an ability to recharge rapidly in any one year with sufficient rainfall events, upon which time groundwater becomes the preferred source for those with well pumping access to the groundwater basins.

## 2.2 Water Demand.

The Casitas Board of Directors has established that the average long-term demand upon Lake Casitas must not exceed the annual safe yield of Lake Casitas supply. As a result of the 1987-1991, multi-year drought that resulted in water demands exceeding the annual safe yield, Casitas implemented specific actions in 1992 to limit water demands. The actions included the declaration of a voluntary twenty percent reduction in water demand, the assignment of water allocations based on 80 percent of FY1989-90 water usage that reflects a reduction in demand that comports more closely to safe yield of the Lake Casitas Supply, the implementation of water conservation measures to assist water users in adapting to less water consumption, and the limiting of new water service connections and expansions of agricultural plantings. Table 2 provides a comparison of classification water use, from prior to the action being taken by Casitas, to the level of water use during the recent drought. The FY 1989-90 water demand is recognized as being a high extreme water demand year at the end of the four year drought period.

Table 2 – Water Use Comparison by Customer Classification

Classification	No. of Service Connections		Water Demand – Lake Casitas (AF)		
	FY 1989-90	FY 2013-14	FY 1989-90	FY 2012-13	FY 2013-14
Residential	2424	2700	1603	1678	1738
Business	93	108	821	663	724
Industrial	12	9	155	23	22
Other	33	41	530	244	255
Resale Gravity	8	8	7724	4642	5614
Resale Pumped	15	15	1027	551	1182
Irrigation	253	251	11706	7978	9385
Interdepartmental	21	21	343	120	119
Temporary			11	13	55
Total	2,859	3,153	23,909	15,899	19,094

The local groundwater resources of the Ojai Valley and Ventura River provide on average 7,385 acre-feet per year (Daniel B. Stephens, 2010) to municipal, residential and agricultural pumpers. During multiple dry years, the groundwater basins become depleted and groundwater demands are met by supplementing groundwater supply from the Lake Casitas supply. In most cases, groundwater pumpers have a water service connection to Casitas as a backup supply of water. During any year or multiple dry year sequence of less than average rainfall, Casitas can anticipate that a portion of the 7,385 acre-feet of groundwater demand may be supplemented by the Lake Casitas supply. When groundwater basins are restored by rainfall events, groundwater pumpers convert back to the less expensive groundwater supply. The demand shifts are illustrated in Table 2 and Figure 2 for various classifications of water consumers. The FY 1989-90 and FY 2013-14 water demands occurred at the end of a three-year drought sequence.

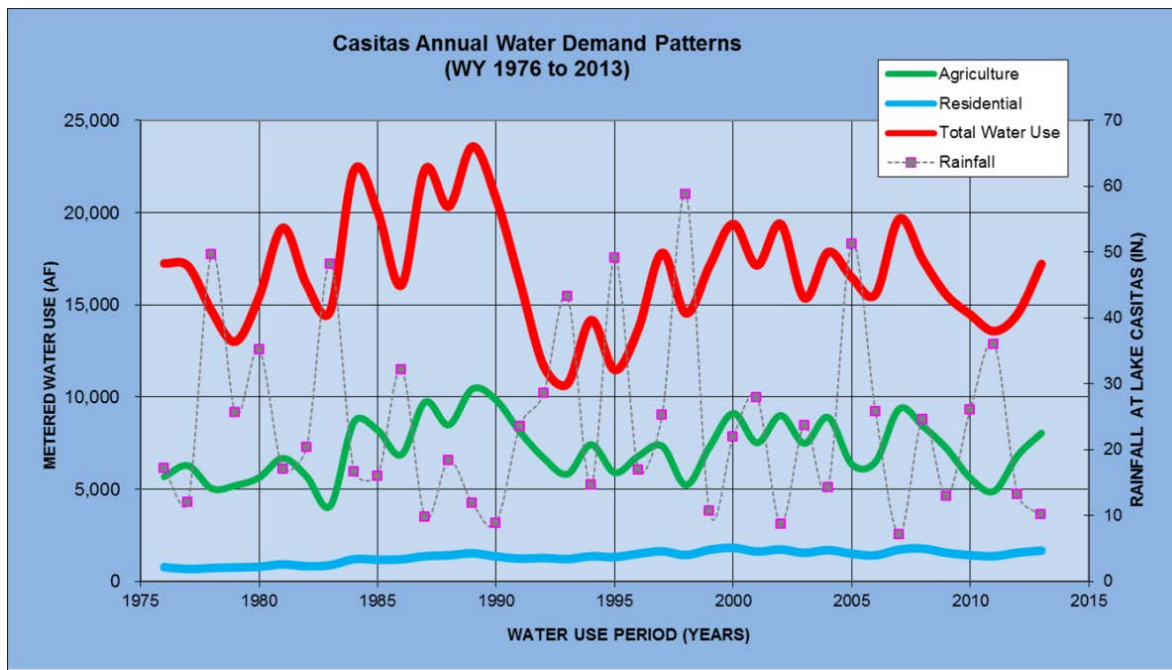


Figure 2 – Casitas Annual Demand Patterns

### 2.3 Priorities of Water Use.

Casitas recognizes the following priorities for potable water:

- 1) Public safety, health and sanitation;
- 2) Economic sustainability; and
- 3) Quality of life for the district’s customers.

Within each of the customer classifications there may be water uses that are considered non-essential to public health and sanitation and may have no significant impact to the economic productivity of the western Ventura County. The non-essential water uses may be asked at any time to be curtailed during times of extreme water shortages.

Casitas recognizes that the agricultural crops in western Ventura County are primarily tree orchards that require a substantial period of time before becoming productive, and if fallowed will experience several years of non-production. To maintain water supplies into the future that will meet the local water demands, Casitas and the public may be faced with additional decisions on water use reductions that may impact the agricultural classification.

## **SECTION 3: WATER SHORTAGE EMERGENCY ACTIONS**

### **3.1 Urban Water Contingency Analysis.**

Water Code 10632 requires that the agency’s Urban Water Management Plan provide an urban water shortage contingency analysis that includes specific elements that are within the authority of the urban water supplier. The required water shortage analysis is performed in the Casitas 2010 Urban Water Management Plan, and is further supported by this WEAP and the Casitas Emergency Response Plan, as amended.

### **3.2 Water Shortage Emergencies.**

Water Code §350-359 provides that the governing body of a distributor of a public water supply may declare a water shortage emergency condition to prevail within the service area whenever it finds and determines that the ordinary demands cannot be satisfied without depleting water supplies to the extent that there would be insufficient water for human consumption. When deemed as a water shortage emergency in accordance with Water Code 350, Casitas shall follow the procedures provided by the Water Code in the implementation of the water shortage declaration and actions.

The State of California, through its authority under the Water Code and Government Code, may declare a water shortage emergency and require curtailment of water use that is above and beyond the requirements of the Casitas WEAP. Customers of Casitas must respond and comply with the orders of the State in a timely manner. A failure to comply may cause the State to impose fines and penalties that will be redistributed to the customers of Casitas in a manner determined by the Casitas Board of Directors.

### **3.3 Water Shortage Contingency Plan.**

The District has prepared a Water Shortage Contingency Plan (Resolution 92-11), and further defined in the Casitas Urban Water Management Plan, that addresses emergencies under short-term, catastrophic events, and long-term water shortages that may occur as a result of a prolonged drought.

A water shortage emergency may be determined to exist in the event of a short-term interruption of water supply or as a result of long-term diminishment of the Lake Casitas water supply. A short-term interruption of water supply can be the result of earthquakes, regional power outages, landslides, or other major and minor events that impact Casitas water facilities or supply. These events are more often a short term interruption of water supplies until the water system can be restored to the customers. A long-term or district-wide condition may be the result of drought conditions or a reduction in local water supplies that will require long-term water supply-demand management.

The Casitas response to a short-term interruption of water supply may cause the implementation of the Casitas Emergency Action Plan that is structured under the State's Standardized Emergency Management System (SEMS), in coordination with federal, state and county emergency response planning that provides the framework for an organized response to catastrophic events.

### **3.4 Water Waste Prohibitions on Certain Uses.**

Water Code § 71640 provides the District the authority to restrict the use of district water during any emergency caused by drought, or other threatened or existing water shortage, and the district may prohibit the wastage of district water or the use of district water during such periods for any purpose other than household uses or such other restricted uses as the district determines to be necessary. The District may also prohibit use of district water during such periods for specific uses which it finds to be nonessential.

## **SECTION 4: STRATEGY FOR MANAGED WATER SUPPLY AND DEMAND**

### **4.1 Strategy Principles.**

The communities and rural agricultural areas of western Ventura County recognize that there is a reliance on limited local groundwater and surface water supply to serve all of the beneficial uses within the District, and there is a local responsibility required to sustain those supplies during

extended drought periods. The continuous implementation of water conservation education and measures (Best Management Practices) has had a significant influence on the beneficial use and sustainability of local water supplies. Ongoing water conservation efforts can ease the impact on normal activities during drought periods, but may not completely eliminate the need for reductions in water use during periods when Lake Casitas water supplies are severely impacted by extended drought. The main mechanism to respond to water supply conditions is to rely on informed customers working in partnership with Casitas to limit water use to no more than the assigned water allocation and support the water use limitations with appropriate conservation penalties for water use in excess of the assigned, or adjusted, allocation.

To address the water shortage risk that may occur during an extended drought, the Casitas Board established in the Casitas Urban Water Management Plan of 1995 a series of five storage levels of Lake Casitas at which the Board could take actions to restrict the annual water extractions from Lake Casitas. The safe yield trend and the five stages of restrictive actions are illustrated in Figure 3.

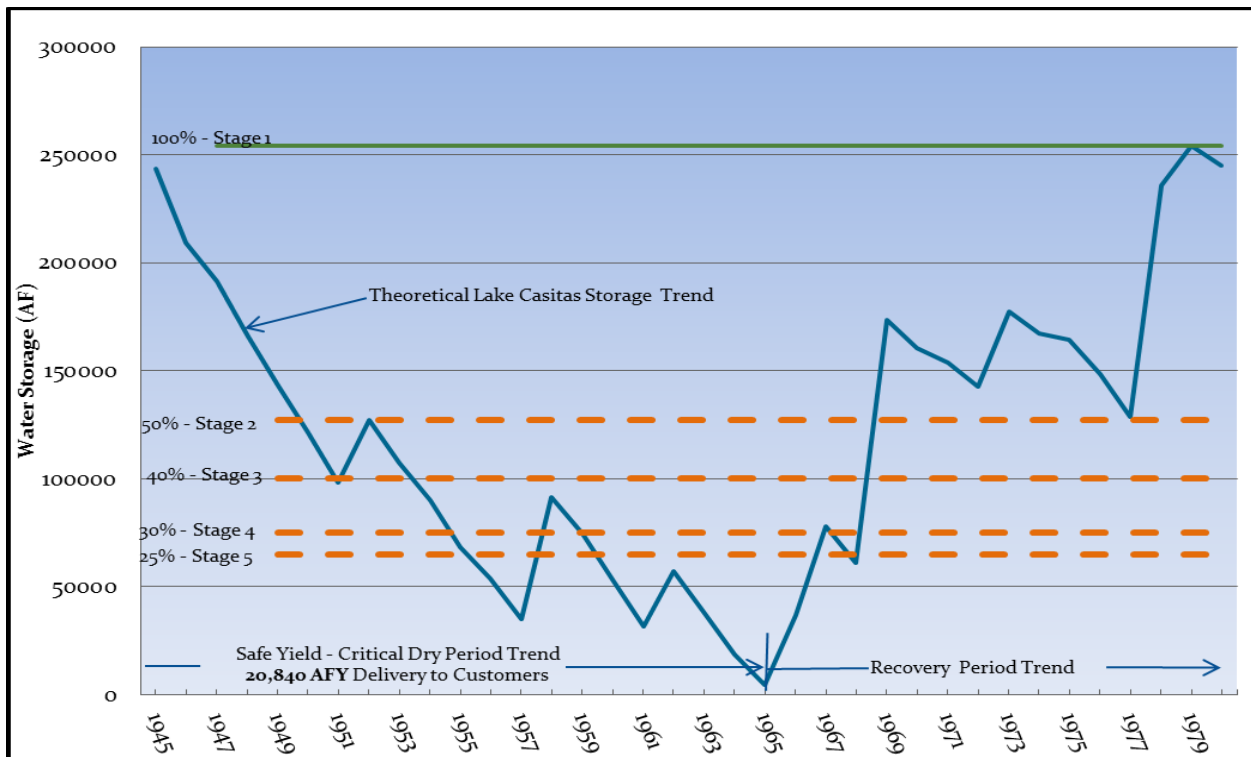


Figure 3 – Lake Casitas Safe Yield Storage Trend and Stages for Demand Reduction

#### 4.2 Water Allocation Principles.

Each and every water service provided by Casitas is metered and a basic water use allocation is established for each customer account that provides a reasonable amount of water for the customer’s needs and property characteristics (WC § 372). The following principles are to be followed for the Casitas water allocations:

- 1) Each Casitas water service shall be assigned either a monthly water allocation in the terms of Units or an annual water allocation in terms of Units and Acre-feet.
- 2) Allocation shall not mean an entitlement or imply water rights in favor of the customer.

- 3) The assignment of allocations shall be based on reasonable and necessary water use, the application of water conservation practices and standards, and other relevant factors associated with water use during Stage 1 conditions at Lake Casitas.
- 4) The Casitas Board of Directors reserve the right to make individual allocation assignments and to change water allocations at any time within each classification based on the changes to the availability of water stored in Lake Casitas, changes in water use that appears to compromise the reliability of the Lake Casitas water supply, and changes in water conservation practices and standards.
- 5) Water allocations provided by Casitas are assigned to property or water purveyors and are not transferrable from one property or water purveyor to another.
- 6) Casitas' water allocations shall not be sold, exported, bartered or traded by or between Casitas' customers.
- 7) Casitas water allocated shall not be transported from the property or by any agency served to any other property or agency without prior written agreement with Casitas.

#### **4.3 Allocation Assignments to Water Service Classifications.**

Casitas has established the definitions of water customer classifications as provided by the Casitas Rates and Regulations for Water Service and has made specific allocation assignments to each and every water account by either (1) written agreement, or (2) the application of historical water use data, or (3) the application of documented water use standards. Where deemed necessary by Casitas, Casitas may perform site specific water use audits and survey to determine the appropriate level of allocation to be assigned to any one service connection or customer. Water allocations may change by action of the Casitas Board of Directors based on the Lake Casitas storage level or trend, water use trends, and the performance by customer classification in meeting water consumption reduction goals.

The following subsections describe the method used to assign the water allocation for each classification of water service at **Stage 1** condition:

##### **Business**

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of the historical water consumption recorded for either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.

##### **Fire**

There is no water allocation for the Fire classification. This water use is for emergency only, and not a part of a continuing annual water use.

##### **Industrial**

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of historical water consumption recorded for either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.

### Interdepartmental

- 1) Water allocation shall be specified as an annual allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) The **annual** allocations for individual Interdepartmental classification services shall be based on the Fiscal Year 2012-13 water use.

### Irrigation (Commercial Agriculture)

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) Qualifying acreage for each Irrigation account shall be limited to acreage that can be identified as under irrigation prior to March 1, 1992. There will be no allocation for irrigation acreage that has been expanded after March 1, 1992, except as otherwise approved in written and recorded agreement between Casitas and the property owner. Casitas' records and mapping will be the standard for the identification of lands in irrigation prior to March 1, 1992.
- 3) Allocation assignments to lands served by multiple meter services shall consider the proportion of the allocation that each meter is intended to serve. The aggregation of meter readings and allocations from multiple meters shall not be allowed except under the terms and conditions of an approved addendum to the Application for Water Service to provide an aggregation variance. The customer may apply for the aggregation of allocations and water volume for accounts serving contiguous parcels under a single ownership, subject to the conditions of the Casitas addendum to the Application for Water Service. The aggregation variance must be approved and on file for the current year during which the variance is applicable. The issuance of the aggregation variance is subject to the discretion of the General Manager.
- 4) The Stage 1 water allocation assigned to each Irrigation water account is the greater volume of either (1) the water use recorded at each meter service during fiscal year 2012-13 or (2) eighty (80) percent of recorded water volume metered to the account in fiscal year 1989-90, neither of which shall exceed a water volume of 3 acre-feet per acre applied to the qualifying acreage.
- 5) The residential water use for Agricultural/Domestic classification that is directly associated with the Irrigation shall be considered as Irrigation for purpose of allocation assignments and meeting the demand reduction requirements for Irrigation.

### Multi-Family Residential

- 1) Stage 1 water allocations are assigned to each existing Multi-Family Residential account by either a recorded agreement or based on the standards set in 1992 by Casitas.
- 2) The Multi-Family Residential water allocation for each account shall be distributed by either a monthly or bi-monthly scheduling of the allocation.
- 3) A part of the Multi-Family Residential allocation is provided for health and sanitation and shall be set at **84 units per year per dwelling**, distributed evenly each month as 7 units per month for each dwelling.
- 4) The essential water use portion of the allocation is not subject to adjustment by the Staged Demand Reduction Program, unless otherwise deemed by the Board to be a necessity during extreme water supply conditions or during emergencies.
- 5) The part of the Multi-Family Residential allocation that is in excess of the essential allocation shall be specified as a monthly allocation and distributed proportionally to reflect varying seasonal water use, as follows:

Month	July	August	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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% of Total Annual Allocation	.17	.17	.12	.05	.05	.05	.02	.02	.02	.10	.10	.12
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The part of the Multi-Family Residential allocation that is in excess of the essential allocation is subject to adjustment by the Staged Demand Reduction Program.

- 6) Where not previously assigned a residential allocation, a residential allocation shall be based on the following:
  - a. The essential health and sanitation portion of the residential allocation shall be set at **84 units per year per year per dwelling**, and be constant for each month of the year;
  - b. Non-essential portion of the annual residential allocation shall be based on a maximum limit of 1.99 acres (86,684 square feet) of irrigated landscape area and set as follows:
    - i. For the first 5,000 square feet of landscape area, 15 gallons per square foot;
    - ii. For the next 10,000 square feet of landscape area, 10 gallons per square foot
    - iii. For the next increment up to 71,684 square feet of landscape area, 3 gallons per square foot;

**Other**

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of historical water consumption of either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.

**Resale**

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 2) The Stage 1 allocation for each individual Resale customer shall be mutually agreed to by each water agency and Casitas, be incorporated into a memorandum of understanding (MOU), and assigned to provide water to supplement the Resale agency’s primary source of water supply. An annual adjustment to the allocation assignment may be a condition of the MOU.
- 3) An objective of a MOU is to achieve parity between the Resale agency customers and Casitas customers in applying similar overall water use restrictions and financial penalties in each Stage.
- 4) The Resale agency shall determine the reliability of its water sources and ensure that the annual water requirements from Casitas do not exceed their annual water allocation from Casitas.
- 5) The allocation assignment from Casitas shall not be used by the Resale agency for growth within the Resale service area, unless additional allocation for growth is authorized by written agreement with Casitas.
- 6) The Resale agency shall implement water conservation measures in accordance with the State’s or California Urban Water Conservation Council’s Best Management Practices, responsibly maintain water system metering and pipeline systems to reduce water losses, and when necessary or when asked to do so, implement water demand reduction measures similar to or more restrictive than those imposed by Casitas to assure the continued availability of water for health and safety purposes.

**Residential**



- 1) Stage 1 water allocations are assigned to each existing Residential account by either a recorded agreement or based on the standards set in 1992 by Casitas.
- 2) The Residential water allocation for each account shall be distributed by either a monthly or bi-monthly scheduling of the allocation.
- 3) A part of the Residential Allocation is provided for health and sanitation and shall be set at **120 units per year**, distributed evenly each month as 10 units per month for each dwelling.
- 4) The essential water use portion of the allocation is not subject to adjustment by the Staged Demand Reduction Program, unless otherwise deemed by the Board to be a necessity during extreme water supply conditions or during emergencies.
- 5) The part of the Residential Allocation that is in excess of the essential allocation shall be specified as a monthly allocation and distributed proportionally to reflect varying seasonal water use, as follows:

Month	July	August	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
% of Total Annual Allocation	.17	.17	.13	.05	.05	.05	.02	.02	.02	.10	.10	.12

The part of the Residential Allocation that is in excess of the essential allocation is subject to adjustment by the Staged Demand Reduction Program.

- 6) Where not previously assigned a residential allocation, a residential allocation shall be based on the following:
  - a. The essential health and sanitation portion of the residential allocation shall be set at **120 units per year**, and be constant for each month of the year;
  - b. Non-essential portion of the annual residential allocation shall be based on actual irrigated landscape area of the parcel with a maximum limit to 1.99 acres (86,684 square feet) of irrigated landscape area and set as follows:
    - i. For the first 5,000 square feet of irrigated landscape area, 15 gallons per square foot;
    - ii. For the next 10,000 square feet of irrigated landscape area, 10 gallons per square foot
    - iii. For the next increment up to 71,684 square feet of irrigated landscape area, 3 gallons per square foot;

**Temporary**

- 1) There is no water allocation assigned for the Temporary classification. Temporary water service is not property related on a permanent basis.
- 2) Temporary water use is limited for a short-term of six months or less, for such purposes as construction projects, or short-term water supply emergencies, or temporary backup water to non-metered agricultural parcels.
- 3) Temporary meters that are issued to serve supplemental commercial irrigation shall be temporarily allocated water based on the allocation assignment provided at the time of the application for the Temporary service based on the same water use standards as provided for the Irrigation classification, and reduced by Stage conditions,. The allocation does not extend beyond the period of the temporary water service application of six (6) months, unless the Casitas Board of Directors approves a limited continuance of the temporary service.

**4.4 Allocation Adjustments.**

A Casitas customer may request the reconsideration of their initial assigned Stage 1 water allocation within 60 days of the adoption of the WEAP where the request does not include a consideration for either an expansion in the area of use or new construction. The customer shall submit a water allocation adjustment application in order to have their request considered by the General Manager of the District. The information contained on the application may be subject to an audit and, if necessary, additional documentation may be required in order to substantiate the requested adjustment.

Adjustments to water allocations that have been assigned through a recorded Water Service Agreement between the property owner, or prior property owner, and Casitas must proceed through an amendatory agreement, will be subject to the capital facility charges for the amount of water provided as the allocation adjustment, and subject to the availability of water allocations.

Adjustments to water allocations will not be granted in amounts that exceed 80 percent of the FY 1989-90 metered usage of water by the meter service account without prior Board approval.

#### **4.5 Standards for a Water Allocation Adjustment.**

Water allocation adjustments may be considered by Casitas during initiation of the WEAP that appropriately assigns a Stage 1 allocation, to ensure that the needs of the water customer are reasonably balanced against the purpose of this Plan.

Water allocations may be considered for adjustment for:

- a. Correction of irrigable area square footage;
- b. Correction of number of dwelling units (Multi-family accounts only);
- c. Exemption granted for a licensed in-home childcare or elderly care facility;

Water allocations will not be adjusted to accommodate:

- a. Pools, ponds, spas, or hot tubs;
- b. In-home businesses or hobbies that use an increased amount of water;
- c. Gardens and orchards;
- d. Homeowner's Association requirements for turf areas in excess of that water allocation specified by Casitas for a Residential classification;
- e. Where an allocation has been assigned through a recorded agreement.

Agricultural Irrigation Allocation Adjustment Standards:

- a. Limited to acreage planted in commercial agricultural production prior to March 1, 1992. Casitas shall also consider the assignment of an appropriate allocation to lands that are verified as being in a crop rotation status, or temporarily in a fallowed state, having been in a planted status prior to March 1, 1992.
- b. Comparative (same crop type and average use of various parcels) crop usage in FY2012-13 for full irrigation, not to exceed 3 AF/AC/YR, which is located within a 1-mile circumference of the parcel seeking the appeal for a change in water allocation.

#### **4.6 Appeals Process.**

Customers that are denied an adjustment of water allocation may request a review of the request by submitting a written appeal to the Casitas Water Resources Manager stating the nature of the appeal. The appeal shall be reviewed by the Casitas Water Resources Manager and a recommendation shall be reported to the General Manager. The decision of the General Manager shall be reported to the

customer in written form. If the customer is not satisfied with the General Manager's decision, the customer must request within 10 days that the appeal be placed on the agenda of the Casitas Board of Directors. The determination by the Board of Directors shall be final.

#### **4.7 Availability of Allocations.**

The determination of supplies being available for issuance of new allocations of water shall be made upon staff recommendation at a regular Board of Directors meeting. The determination that water is or is not available shall be within the determination of the Board of Directors. The determination that a supply is available shall be based upon more detailed information about existing supplies, the availability of new supplies, new water supply projects, or contracts or proposed contracts for additional supplies where, in the opinion of the Board of Directors, the supply of water is definite enough to provide the assurance to the County of Ventura that there is a forty year supply.

#### **4.8 Allocation for New or Expanded Water Uses.**

A customer may request a change to a water allocation assignment for the purposes of obtaining new or expanded use of water that is associated with a new building permit, new or existing conditional use permit, or agricultural irrigation acreage expansion. The approval of an addition or change to the water allocation for new and/or expanded water allocation is subject to Casitas' discretion on the limits of available water allocation and subject to the charges for new and/or expanded water allocation.

When the Board of Directors determine that additional new water supplies are available, either from the safe yield of the existing CMWD project supply or additional new supplies, supplies shall be allocated in accordance with the following criteria:

- a) No single property owner or applicant for the given type of service (municipal, industrial or agricultural) shall receive a new water allocation greater than 10 percent of the total new available supply or the minimum standard residential allocation, whichever is greater. If the applicant's allocation requirements are not fully met, the applicant may maintain a position of priority until more water is available.
- b) All applicants seeking an allocation shall provide Casitas with a detailed description of the project, the use of water for which the water is sought, and information on peak flow and annual water requirements. Casitas shall determine meter size and amount of allocation based upon reasonable and necessary needs and Casitas' Rates and Regulations.
- c) The amount of water to be allocated shall be at Casitas' sole discretion. The assignment of an allocation shall be limited to the availability of water from the Lake Casitas safe yield, and be based on current water demand factors as adopted by the District and as amended. The amount of water required for the project may be calculated and submitted for the consideration of Casitas by a civil engineer, registered in the State of California, representing the project proponent.

### **SECTION 5: STAGED DEMAND REDUCTION IMPLEMENTATION**

#### **5.1 Staged Demand Reduction Principles.**

The primary source of water that is available to the Casitas Municipal Water District is the amount of water stored behind Casitas Dam, forming Lake Casitas. The quantity of water stored in Lake

Casitas is dependent upon the local hydrology, watershed conditions, diversions from the Ventura River, and the outflow from lake evaporation and water deliveries to beneficial uses. There may be times during which Casitas must consider implementing staged water demand reductions to ensure a sustainable water supply and prevent a complete depletion of water supply in Lake Casitas.

The District has assigned five stages of water storage in Lake Casitas that serve as a guidance to triggering the implementation of water use reduction goals and measures. The overarching goals of the Staged Demand Reduction Program are:

- 1) conserving the water supply for the greatest priority and public benefit; and
- 2) mitigating the effects of a water shortage on public health, safety, and economic activity.

## 5.2 Water Resource Conditions and Actions.

The General Manager shall report to the Board of Directors each year (*April*) with an assessment of the current water storage in Lake Casitas and local groundwater basins, current water use trends, predicted weather conditions, and an evaluation of current water use reduction goals. The time of the reporting can be each April, as the rainfall season is ending and water resources can be evaluated at the maximum for the year, or as Lake Casitas storage reaches a change in Stage action level. The Board of Directors may, at their sole discretion, declare that a Stage condition of water supply in Lake Casitas exists and implement the appropriate demand reduction goals and measures in response to current and/or predicted water availability conditions. Casitas shall make such determinations public and follow with appropriate and timely notification of all customers. Casitas has established the implementation of various Stages of action based on the amount of water in storage in Lake Casitas, as shown in Table 3. An action to declare and implement a Stage may be by either an action by Casitas Board of Directors based on unanticipated changing lake supply conditions or by the following schedule in Table 4.

Table 3 – Stage Conditions

Stage	Stage Title	Lake Casitas Storage - %	Lake Casitas Storage Action Level (acre-feet)
1	Water Conservation	100% - 50%	<del>237,761,540,000</del> to <del>118,880,270,000</del>
2	Water Shortage Warning	50% - 40%	<del>118,880,270,000</del> to <del>95,104,100,000</del>
3	Water Shortage Eminent	40% - 30%	<del>95,104,100,000</del> to <del>71,328,500,000</del>
4	Severe Water Shortage	30% - 25%	<del>71,328,500,000</del> to <del>59,440,65,000</del>
5	Critical Water Shortage	25% - 0%	<del>59,440,65,000</del> to 3,000

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Table 4 - Stage Action Schedule

<u>Target Dates</u>	<u>Action</u>
June - April	Monitor water demands, rainfall, reservoir level trend, groundwater trends, and diversion and runoff amounts.
Early April	Staff presents water status report and a recommendation to the Casitas Board of Directors. Publish a notice of a public hearing if changes are recommended.
Late April	Casitas Board of Directors formally declares a Stage, and/or water shortage emergency, adopts recommendations for demand reduction actions.
May	Customer Notification of change in Stage, allocation, and conservation surcharge.

June	Stage demand reduction actions are effective and are implemented.
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### **5.3 Demand Reduction Goals and Measures.**

The demand reduction goals and measures begin with Stage 1, where reasonable and appropriate water allocation assignments are made to each Casitas service connection and the end water users are implementing the Best Management Practices that conform to State requirements for water conservation and water use efficiency measures. Upon determination of a Stage 2 condition and continuing through Stage 5 conditions, the primary actions to achieve the demand reduction goal is the adjustment of allocations that were made available for each classification during Stage 1 by a reduction of the allocation during the duration of the declared Stage condition.

### **5.4 Stage Adjustments to Allocations.**

The five stages of storage in Lake Casitas and the initial guideline for water allocation adjustments for each classification at each Stage are presented in Table 5. Upon recommendation of the General Manager and approval of the Board of Directors at the onset of a specific Stage, the District shall apply appropriate demand reduction factors to the allocations for each customer classification, as deemed necessary. The Board of Directors retain the sole discretion to make allocation changes as a result of declaring a change in Stage, or during any Stage, that are more or less severe than that provided in Table 5. Examples of applying this discretion may include, but not be limited to, the change in any water resource conditions or the demand reduction goals are not being attained by the customer classification.

Table 5 – Staged Water Demand Reductions for Water Classifications

Demand Reduction Stage	1	2	3	4	5
Volume Range of Lake Casitas	254,000 to 127,000	127,000 to 100,000	100,000 to 75,000	75,000 to 65,000	65,000 to 3,000
% Lake Storage	100% - 50%	50% - 40%	40% - 30%	30% - 25%	25% - 0%
Water Use Reduction Response Goal	20%	20%	30%	40%	50%
Residential & Multi-Family Residential Essential Use	0%	0%	0%	0%	0%
Non-essential Use	20%	20%	<del>30%</del>	<del>40%</del>	<del>50%</del>
Business	20%	20%	30%	40%	50%
Industrial	20%	20%	30%	40%	50%
Other	20%	20%	30%	40%	50%
Resale	20%	20%	30%	40%	50%
Irrigation	20%	20%	30%	40%	50%
Interdepartmental	20%	20%	30%	40%	50%

Note: Initial Stage 1 Allocations include a 20% reduction from the 1989-90 demands.

Essential Use Allocations will remain the same and not adjusted, except as otherwise determined by the Board to be a necessity to preserve water supply during extreme conditions. The measures to achieve the demand reduction goal may be selected from a menu of options as provided in Table 6, or should water supply conditions become worse than anticipated the Casitas Board may adopt more stringent requirements as deemed necessary.

### 5.5 Customer Notification.

The customers of each and every classification shall be notified in a timely and appropriate manner of any and all actions to declare and implement Demand Reduction Stage. The methods of communication to the customer shall be through direct mailings, public meetings, and billing information that provides the customer the comparison of water use with allocation.

### 5.6 Water Rates and Conservation Penalty.

The Casitas Board of Directors shall annually consider the setting or adjustment of water rates that reflect the cost of water service, consistent with State law. Casitas has implemented a ~~four~~ tiered inclining rate structure for the Residential and Multi-family Residential classifications that represents the proportional cost of service that is attributable to the parcel that is served water.

The Casitas Board of Directors shall annually set the Conservation Penalty for each classification that will be applied to each individual customer billing for each unit of water that is in excess of the

customer's allocation, or the adjusted allocation pursuant to a change in Stage. The Conservation Penalty is a regulatory fee that is imposed to curtail the potential for adverse effects of excessive water consumption. Upon determination of a change in Stage, or at such time the Board deems that the customer response does not appear to attain the desired demand reduction goals, the Board may consider the modification of the Conservation Penalty. Revenues recovered from the Conservation Penalty will supplement Casitas' water conservation costs and provide revenue for water shortage related projects.

Implementing changes to the WEAP will require utility billing system software changes to incorporate the Stage allocations as directed by the Board, as well as including the water use information and Conservation Penalty into the normal billing process.

### **5.7 Appeals for Exception to Staged Adjustments of Allocation.**

A Casitas customer may request consideration of an exception to the staged adjustments of allocation based on the following findings being present:

- 1) The Staged adjustment would cause a condition affecting the health, sanitation, fire protection, or safety of the applicant or the public;
- 2) Strict application of the allotment provisions imposes a severe or undue hardship on a particular business, or renders it infeasible for a business or class of business to remain in operation;
- 3) Hospitals and health care facilities using industry best management practices are eligible for an exception;
- 4) The business has already implemented environmental sustainability measures reducing water consumption to the maximum extent possible.

An exception must be presented to the District in writing with supporting documentation or substantial evidence demonstrating the need for an exemption. The exemption application will be reviewed, approved or denied, by the Casitas Water Resources Manager. Customers that are denied an exemption may request a review of the request by submitting a written appeal to the Casitas Water Resources Manager stating the nature of the appeal. The appeal shall be reviewed by the Casitas Water Resources Manager and a recommendation shall be reported to the General Manager. The decision of the General Manager shall be reported to the customer in written form. If the customer is not satisfied with the General Manager's decision, the customer must request within 10 days that the appeal be placed on the agenda of the Casitas Board of Directors. The determination by the Board of Directors shall be final.

There is no consideration by staff or the Board of a customer's appeal for financial relief or an adjustment to the conservation penalty on the basis of the leakage or leakage event occurring on the customer's water plumbing. The Board may consider a customer's appeal in the event of a natural occurrence such as a fire, earthquake, flood or landslide.

### **SECTION 6: EXPORT OF CASITAS WATER**

Water Code Section 71611 authorizes Casitas to sell water under its control for use only within the jurisdictional boundaries of the Casitas Municipal Water District. The unauthorized export and use of Casitas water beyond the Casitas district boundaries can have significant negative impacts on the Casitas water supply reliability, and therefore shall be prohibited unless specifically authorized in writing by the Casitas Board of Directors. All customers receiving Casitas water into water conveyance systems which cross Casitas boundaries shall meet the following requirements as a condition of service:

- 1) Customers shall submit to Casitas a certified report on the last day of each month that demonstrates that no Casitas water was transported or used outside Casitas boundaries during the prior month without written approval by Casitas.
- 2) Customer shall install and maintain approved metering devices and shall be required to account for all Casitas water delivered in the customer's system.
- 3) In the event Casitas water is exported during any month, the customer shall be billed for exported water at five (5) times the Casitas rate for the Temporary Service classification.
- 4) In the event the customer fails to comply with the conditions of service stated in the above (1) and/or (2), all water purchased in excess of the allocation shall be considered exported water and shall be billed in accordance with the foregoing.
- 5) This Section, Export of Casitas Water, is in effect at all times.
- 6) The exceptions to the export are during a declaration by the Board of Directors of surplus water, and limited to the surplus water or exchange agreement between the Board of Directors and other party.

Continuing or reoccurring violations of this section by any Casitas customer may result in the restriction or disconnection of water service to the customer.



Table 6 – Stage Actions and Water Demand Reduction Measures

Water Shortage Condition	Key Casitas Communications and Actions	Customer Demand Reduction Measures	Penalties And Rates
<p><b>Stage 1</b></p> <p>Supply Range 100% - 50%</p> <p>Demand Reduction <b>0%</b></p> <p>(80% of 1989 use)</p>	<ul style="list-style-type: none"> <li>• Initiate public information and advertising campaign.</li> <li>• Publicize ways to reduce water consumption.</li> <li>• Coordinate conservation actions with other water purveyors and cities.</li> <li>• Perform water audits and promote water efficient use/conversions.</li> <li>• Conduct water workshops.</li> <li>• Temporary staffing for public inquiries, as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Water conservation practices requested of all customer classifications.</li> <li>• Adhere to Water Waste Prohibition Ordinance.</li> <li>• Adhere to assigned water allocation or less.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 2</b></p> <p>Supply Range 50% - 40%</p> <p>Demand Reduction From Stage 1 Allocation <b>20%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 2</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Intensify public information campaign.</li> <li>• Optimize existing water resources.</li> <li>• Intensify leak detection.</li> <li>• Develop appeals staffing.</li> <li>• Consult with major customers to develop conservation plans and water use audits.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue all Stage 1 measures.</li> <li>• Landscape watering restricted to two (2) watering days per week.</li> <li>• Require water audits for large water users; implement recommendations of the water audits.</li> <li>• Businesses display “save water” signage.</li> <li>• Increase public information.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 3</b></p> <p>Supply Range 40% - 30%</p> <p>Demand Reduction From Stage 1 Allocation <b>30%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 3</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Expand and intensify public information campaign.</li> <li>• Provide regular briefings, publish monthly consumption report.</li> <li>• Hire additional temporary staff in customer service, conservation, and water distribution. Water waste enforcement.</li> <li>• Moratorium on new service connections.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 and 2 measures.</li> <li>• Reduced water allocations.</li> <li>• Landscape watering restricted to one (1) watering day per week.</li> <li>• No landscape changes unless xeriscape.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
<p><b>Stage 4</b></p> <p>Supply Range 30% - 25%</p> <p>Demand Reduction From Stage 1 Allocation <b>40%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 4</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Continue to provide regular media briefings.</li> <li>• Scale up appeals</li> <li>• Open drought information center.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 through 3 measures.</li> <li>• Reduced water allocations.</li> <li>• Landscape watering restricted to one (1) watering day per week.</li> <li>• Implement restrictive Irrigation delivery schedule.</li> <li>• Minimal water for large landscapes.</li> <li>• <del>Consider prohibition of filling swimming pools and fountains. Prohibit the unnecessary draining and refilling of pools.</del></li> <li>• Implement restrictive Irrigation delivery schedule and quantities greater than 60%.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>

<p><b>Stage 5</b></p> <p>Supply Range 25% - 0%</p> <p>Demand Reduction From Stage 1 Allocation <b>50%</b></p>	<ul style="list-style-type: none"> <li>• Declare Stage 5</li> <li>• Implement demand reductions for each customer classification.</li> <li>• Minimize outdoor water use and non-essential uses.</li> <li>• Implement aggressive public outreach and education program.</li> <li>• Implement crisis communications plan.</li> <li>• Coordinate with State and local agencies to address enforcement challenges.</li> <li>• Water Shortage Emergency declaration to be considered.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue with Stage 1 through 4 measures.</li> <li>• Reduced water allocations.</li> <li>• Rescind Temporary meters issued.</li> <li>• No turf irrigation.</li> <li>• Implement restrictive Irrigation delivery schedule and quantities greater than 50%.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation.</li> <li>• Consider rates for revenue stabilization and cost of service.</li> </ul>
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CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE ADOPTING AND IMPLEMENTING A  
WATER EFFICIENCY AND ALLOCATION PROGRAM  
FOR ALL CASITAS CUSTOMERS

WHEREAS, in 1989 Casitas evaluated the concern that the water demands within the Casitas boundaries may be exceeding supplies; and

WHEREAS, in 1990, Casitas concluded that the long-term demand upon Lake Casitas shall not exceed the safe yield of Lake Casitas and other Casitas sources of water supply ; and

WHEREAS, in 1992, Casitas restricted the expansion of water service for all classifications of water service until additional water supplies had been identified and made available to allocate to Casitas customers; and

WHEREAS, in 1992, Casitas adopted Ordinance 92-7, the Water Efficiency and Allocation Program (WEAP) which was implemented in the Casitas Rates and Regulations for Water Service for all Casitas customers; and

WHEREAS, in 2004, Casitas evaluated the safe yield of the Ventura River Project under the changed conditions imposed by the 2003 Biological Opinion, pursuant to the Federal Endangered Species Act, for the operations of the Robles Diversion and the inclusion of the change in water supply with the eventual removal of Matilija Dam, concluding that the safe yield of the Ventura River Project is significantly reduced as a result of these changing conditions and that alternative demand reduction measures may be required to balance long-term water supplies and water demands while meeting the needs of the environment; and

WHEREAS, in 2005, Casitas prepared and adopted the 2005 Urban Water Management Plan and established various water storage levels in Lake Casitas as the action triggers for the allocation program set forth in the WEAP; and

WHEREAS, in 2006, Casitas implemented operational measures at the Robles Diversion and Fish Passage Facility to comply with the 2003 Biological Opinion for the restoration of the endangered steelhead trout in the Ventura River, and that the implementation of said operational measures lessened the quantities of water that could be diverted to and stored in Lake Casitas for beneficial uses, and thereby reducing the safe yield of the Ventura River Project; and

WHEREAS, in 2009, the State of California enacted the Urban Water Management Planning Act (SB7X X) that legislated requirements for long-term water resources planning to ensure adequate water supplies to meet existing and future demands for water; and

WHEREAS, Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, that waste or unreasonable use or unreasonable method of use of water be prevented and that conservation of water be fully exercised with a view to the reasonable and beneficial use thereof; and

WHEREAS, California Water Code, Section 375, authorizes a water supplier to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve water supplies; and

WHEREAS, the application of water allocations, water conservation measures and progressive restrictions on water use set forth herein are intended to provide to the water consumer an effective and immediately available means of conserving water in a manner that is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety, and welfare and to preserve valuable limited water supply, avoid depleting water storage to an unacceptably low level, and thereby lessen the possibility of experiencing severe critical water shortages if dry conditions continue or worsen; and

WHEREAS, California Water Code, Section 71611, provides that a district may sell water under its control, without preference, to cities, other public corporations and agencies, and persons, within the district for use within the district.

WHEREAS, Casitas has reviewed Ordinance No. 92-7 in light of current conditions and has determined that Ordinance 92-7 be superseded by this Ordinance;

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

1. Ordinance No. 92-7 is hereby superseded by this Ordinance;
2. The 2015 Water Efficiency and Allocation Program is hereby adopted:
3. The General Manager is hereby directed to implement the procedures, rules and regulations to carry out the components of the 2015 Water Efficiency and Allocation Program.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2015.

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President, Casitas Municipal Water District

ATTEST:

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Secretary, Casitas Municipal Water District

# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: Continue the Declaration of a Stage 3 Water Supply Condition  
Date: May 4, 2018

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## RECOMMENDATION:

It is recommended that the Board of Directors find that:

- (1) A Stage 3 condition continues to exist for the Lake Casitas water supply; and
- (2) Continue with the conservation penalty at \$5.00 per unit of water used in excess of the assigned allocation for all classifications; and
- (3) Provide direction to staff to implement specific actions in accordance with the Casitas Water Efficiency and Allocation Program.

## BACKGROUND:

On April 27, 2016, the Board of Directors declared that a Stage 3 condition exists at Lake Casitas and implement additional actions and measures pursuant to the Casitas Water Efficiency and Allocation Program. The Board further resolved that the Stage 3 water supply condition shall be presumed to continue unchanged unless and until a contrary finding is made by the Board by resolution or ordinance. The Board also set the conservation penalty for all classifications of water service to \$5.00 per unit during the Stage 3 declaration.

The Stage 3 condition is directly related to the Lake Casitas storage level declining to less than 40 percent of full capacity. Under current water demands from Lake Casitas, storage levels may decline to 30 percent at which time the Board of Directors may consider further actions under a declaration of a Stage 4 condition. By memorandum dated May 3, 2018, the Board is provided an annual assessment of local water conditions

If there any questions in this regard, please do not hesitate to ask me.

**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

**TO:** STEVE WICKSTRUM, GENERAL MANAGER

**FROM:** CAROL BELSER, PARK SERVICES MANAGER

**SUBJECT:** **Revision to Lake Casitas Recreation Area Agreement for Special Event Called Ojai Wine Festival**

**DATE:** APRIL 30, 2018

**RECOMMENDATION:**

Approve the attached Lake Casitas Recreation Area Agreement for Special Event Called Ojai Wine Festival (Ojai Wine Festival Agreement), between Casitas Municipal Water District and Rotary Club of Ojai West Foundation Inc. which supersedes the Board approved January 10, 2018 Ojai Wine Festival Agreement and the February 14, 2018 Amendment No. 1.

**BACKGROUND AND OVERVIEW:**

The Ojai Wine Festival Agreement was approved by the Board on January 10, 2018 after lengthy discussions by the Recreation Committee and the Board of Directors. After approval, the Event Coordinator, Angela May, inquired about consideration for a champagne toast in the VIP Area from 10:30 a.m. to 11:00 a.m. Amendment No. 1 to the Agreement was approved by the Board on February 14, 2018 allowing for the requested VIP Area champagne toast.

Although efforts were made to ensure the Ojai Wine Festival Agreement would satisfy both parties, following the Board's approval of the Agreement and Amendment, on April 5, 2018 Rotary's Assistant Risk Manager requested consideration for insurance terminology changes. At the April 5, 2018 Recreation Committee meeting, the Committee directed staff to work with District Counsel in an effort to reach an agreement on the insurance requirements.

District Counsel, Robert Kwong, discussed the insurance language concerns with Rotary representatives and subsequently presented the attached draft with changes in Section V for Casitas' consideration. Section I.D allowing the VIP Area to be open from 10:30 a.m. to 11:00 a.m. has now also been included.

The Recreation Committee discussed the changes at the April 30, 2018 meeting and forwarded the Ojai Wine Festival Agreement to the Board for consideration. The change in the insurance requirements wording, now agreeable to both parties, still contains the 7 million dollar amount required by the Board at their January 10, 2018 meeting. It is recommended that the Board approve the attached Ojai Wine Festival Agreement.

Attachment

**CASITAS MUNICIPAL WATER DISTRICT**

**LAKE CASITAS RECREATION AREA  
AGREEMENT FOR SPECIAL EVENT  
CALLED OJAI WINE FESTIVAL**

**THIS AGREEMENT** is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code Section 1110 et seq., (“Casitas”) and **ROTARY CLUB OF OJAI WEST FOUNDATION, INC.** a 501 (c) (3) non-profit corporation, (“Sponsor.”) Together, Casitas and Sponsor shall be referred to herein as Parties.

**RECITALS**

WHEREAS, Casitas operates the Lake Casitas Recreation Area (“LCRA”) facilities pursuant to a Management Agreement between The United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas dated October 7, 2011; and

WHEREAS, LCRA is a family oriented facility which caters to families; and

WHEREAS, Casitas seeks to make the LCRA available for special events from time to time that are consistent with the LCRA’s family oriented nature; and

WHEREAS, Sponsor has organized and managed the Ojai Wine Festival for several years in order to raise funds for Rotary Community Service Projects; and

WHEREAS, Sponsor seeks to continue to organize and manage the Ojai Wine Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Ojai Wine Festival at the LCRA for the next several years and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

**NOW, THEREFORE**, the Parties, for the recitals set forth above and for the valuable consideration set forth below, mutually agree to abide and be bound by the following terms and conditions:

**I. Term and General Terms of the Event.**

**A.** With the execution of this Agreement, the first Ojai Wine Festival (“Event”) will be held on Sunday, June 10, 2018. Thereafter, prior to each subsequent Event, this Agreement will be submitted to the Casitas Board of Directors (“Board”) for consideration and approval of renewal. In the event the Board, in its sole discretion, declines to renew, this Agreement will immediately terminate with no further obligation of either party, each to the other.

**B.** Sponsor may plan, conduct, manage and oversee the Event on June 10, 2018, June 9, 2019 and June 14, 2020, subject to 1(a) above and in accordance with the terms and conditions below.

C. Location or Site of Event. The Events will be staged at the Wadleigh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

D. Time and Description of Event. Event activities may begin at 11:00 am. and must end at 5:00 p.m. on the day of the Event. Alcohol may be served to the general public from 11:00 a.m. to 4:00 p.m. and to attendees in the VIP area from 10:30 a.m. to 11:00 a.m. for a champagne toast, all in compliance with the Department of Alcoholic Beverage Control Daily License. Attendance to the Event shall be limited by Sponsor to no more than 4,000 people. The Event may include wine and beer tasting booths, live music, vendors, food and drink as well as a children's play area.

**II. Sponsor Obligations.** Sponsor agrees to provide the following to Casitas in exchange for the use of Casitas property and related Casitas services as set forth in Section 3.

A. **Payment to Casitas.** Sponsor shall pay Casitas the following amounts for the privilege of holding the Event on Casitas property:

1. A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
2. Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
3. Twelve percent (12%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
4. Fifteen percent (15%) of total gross receipts over \$150,000.00 as defined in (2) below.
  - a) The payment schedule outlined in 2(a) through (d) above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in 2(a) through (d) above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefor.
  - b) "Gross Receipts" as used in this Agreement shall mean the following:
    - (i) Except as specifically provided by policy statement issued by the Casitas General Manager, the term "gross receipts" as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.
    - (ii) Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation



to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

- (iii) Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.
- (iv) The Casitas General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Casitas Legal Counsel, may further interpret the term “gross receipts” as used in this Agreement.
- (v) “Gross sales price”: the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.
- (vi) Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the Casitas General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Sponsor in connection with Event. The method of accounting, including bank accounts, established for said Event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents: Regular books of accounting such as general ledgers; sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). (All entrance to the event shall, for the purpose of accounting, count as tickets used); Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown; Cash register tapes appropriately identified as to type of gross receipt(daily tapes may be separated but shall be retained so that from day to day the sales can be identified); and Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.
- (vii) All sales and fee collections shall be recorded. The means of recording such sales and fee collections may include electronic data processing and

record keeping equipment. 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 used.

- (viii) All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the Casitas General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Casitas General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- (ix) Sponsor shall not be required to maintain those documents, books and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the Casitas General Manager and accepted by the Sponsor. If there is a dispute as a result of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties, or adjudicated by the final judgment of a court of competent jurisdiction.
- (x) Notwithstanding paragraphs II.A.4 (viii) and (xi) above, Sponsor shall comply with all State and Federal retention of records requirements.
- (xi) Sponsor shall furnish the Casitas General Manager with a gross receipts report showing the amount payable therefrom to Casitas. In addition thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to Casitas. The financial statement shall be submitted within thirty (30) days after the Event.
- (xii) In the event that an audit or review conducted by the Casitas General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to Casitas can be determined, the Casitas General Manager shall bill Sponsor for said losses and said amount is to be paid to Casitas within thirty (30) days following billing therefor unless otherwise extended by the Casitas General Manager.
- (xiii) Should the Casitas General Manager find that the additional payment due to Casitas exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by Casitas.
- (xiv) Sponsor shall cause any and all of its subcontractors to comply with

these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the Casitas General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

5. All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.
6. Seven hundred fifty dollars (\$750.00) refundable security deposit due to Casitas thirty (30) days prior to the Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pickup and removal, and sign removal, to Casitas' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
  - a) Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed therefor.
  - b) Any costs for clean-up in excess of the security deposit incurred by Casitas and billed to Sponsor.
7. Seven hundred fifty dollars (\$750.00) non-refundable fee due to Casitas at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in Section I.A. above with Casitas. This amount will be applied towards fees due referenced in this Section II.

**B.** Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum often (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven day duration after service has been provided. Fees for this service shall be paid in accordance with Section II.A.

**C.** Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.

**D.** Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.

**E.** Sponsor will provide a transportation program for attendees to and from the Event clearly outlined and promoted on the Event website and with signage on the day of the Event.

**F.** Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be

grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Section XXI below. Casitas shall have no liability to Sponsor for such termination.

**G.** Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the Event.

**H.** Sponsor shall provide a written security plan to be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.

**I.** Sponsor shall provide a minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

**J.** Sponsor will email each Board member a non-drinking general admission pass to be used for entry into the Event for the purpose of quality assurance.

**K.** Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event. Two 30 yard dumpsters shall be included in Sponsor's arrangements.

**L.** In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:

1. Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the Event, outlining a method to reduce and recycle solid waste generated as a result of the Event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program, Sponsor may use available recycle containers and bags provided by Casitas. Sponsor will be charged for any bags used.
2. If attendance is over 2,000 people per day. Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the Event. A copy of such report shall also be filed with Casitas within the same time frame. Information should be sent to:

Ventura County PWA, W&S, IWMD  
800 South Victoria Avenue, #1650  
Ventura, CA 93009-1650

At the time of execution of this contract the contact person is:

David Goldstein (805) 658-4312 or by email at [david.goldsteinventura.org](mailto:david.goldsteinventura.org).

**M.** Sponsor shall provide adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with hand held, two sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide proof of training including the individual name(s) of the crossing guards at least ten (10) days prior to the Event day.

**N.** Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed Section I.D., a lighting plan will not be applicable for this Event.

**O.** Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the Event and non-exclusive use for take-down one (1) day immediately following the Event.

**P.** Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or Casitas staff.

**Q.** In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

**R.** Prior to commencement of any construction at the Event site, Sponsor shall obtain from Casitas written approval of all plans, specifications and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

**III. Casitas Obligations.** Casitas agrees to provide the following for the Event in exchange for the valuable consideration set forth above from Sponsor:

**A.** Forty (40) trash cans and twelve (12) recycle containers as provided in Section II.L. above.

**B.** Fifty (50) tables already located in the area.

**C.** Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for cross walks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.

**D.** Encroachment permits from the County of Ventura for temporary traffic control for use of parking.

**E.** Labor and materials for the event that are available and agreed upon in writing prior to the Event at Sponsor's cost.

**F.** Sponsor may use the water faucets in the Event Area.

**G.** Sponsor may use the existing electrical outlets in the Event Area, which are supplied by Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.

**H.** Sponsor understands that no refunds, credits or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs.

**I.** Space for one large 8' wide x 40' long x 8 1/2' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that Casitas has no responsibility or liability to ensure theft prevention of contents. Authorized Sponsor representatives may access the storage unit upon request and by appointment by contacting the Maintenance Foreperson or designated Casitas staff.

**J.** Because of the family oriented nature of the LCRA facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.

**K.** While Casitas will make every effort to provide its facilities for Sponsor's Event, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.

**L.** Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by Casitas, at its sole option, and Sponsor will be charged therefor.

**M. Access.** Sponsor ingress and egress to the Event Area shall only be through the auxiliary gate(s) off Santa Ana Road. The auxiliary gate(s) must be staffed at all times by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Event participants identified with valid vehicle entry hang tags will be allowed to access the Event parking and the LCRA during normal Lake hours without incurring additional parking fees. After normal LCRA hours, Event participants may enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto Casitas property.

**IV. Sale of Alcohol.** If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections II, V and VI herein.

**V. Commercial General Liability, Liquor Liability for the Event.**

**A. Coverage.** Coverage for commercial general liability shall be at least as broad as the following:

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

**B. Limits.** Sponsor shall, during the course of this event, maintain limits no less than the following:

1. General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and liquor liability.

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

1. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor.
2. For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
3. The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event cannot occur unless the insurance specified in this Agreement is in full force and effect.

**D. 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- or equivalent or as otherwise approved by Casitas.

**E. Evidences of Insurance.** No later than thirty (30) days prior to the Event, Sponsor shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an additional insured endorsement signed by the insurer's representative and industry standard certificate of insurance.

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

**A.** All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.

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

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

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

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

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

**G.** Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Bureau of Reclamation, Casitas, or its directors, officers, employees, or authorized volunteers.

**VII. Overnight Camping in the Event Area.** Sponsor may have up to two self-contained recreational vehicles camp from Friday through Sunday nights of the Event weekend in the Event Area at no charge to provide security for Sponsor's equipment.



A. Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.

B. Campers are not permitted to camp within two hundred feet (200') of the shoreline.

C. No waste water shall be discharged onto the ground. All waste water shall be contained and disposed of properly at a local dump station.

D. Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

E. Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 13 hereinafter.

**VIII. Use of Equines or Other Animals at the Event.** This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo.

**IX. Use of Explosives at the Event.** This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.

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

**XI. Publicity.** Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, the Event for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".

**XII. Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

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

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

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

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

**XVII. Entire Agreement.**

**A.** This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.

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

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

**XIX. Termination.** This Agreement shall terminate on August 31, 2020 unless sooner terminated pursuant to subsections I.A. and II.F. herein.

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

CMWD: Carol Belser, Park Services Manager  
11311 Santa Ana Road  
Ventura, CA 93001  
Tel: (805) 649-2233, ext. 111  
Cell: (805) 797-1517  
[Email: cbelser@casitaswater.com](mailto:cbelser@casitaswater.com)

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

**Rotary Club of Ojai West Foundation Inc.:**

Angela May  
P.O. Box 1501  
Ojai, CA 93024  
Tel: (805) 907-2378

**Casitas:**

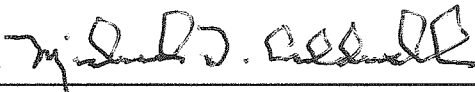
Carol Belser, Park Services Manager  
11311 Santa Ana Road  
Ventura, CA 93001  
Tel: (805) 649-2233, ext. III  
Cell: (805) 797-1517  
Email: [cbelser@casitaswater.com](mailto:cbelser@casitaswater.com)

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1 day of

May, 2018.

**SPONSOR:**

**ROTARY CLUB OF OJAI WEST FOUNDATION, INC.**

By:   
**President**

**CASITAS:**

**CASITAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
**Board President, James W. Word**

**CASITAS MUNICIPAL WATER DISTRICT  
Interdepartmental Memo**

TO: STEVE WICKSTRUM, GENERAL MANAGER

FROM: CAROL BELSER, PARK SERVICES MANAGER

SUBJECT: **CASITAS WATER ADVENTURE SINGLE SPLASH PASS FEE FOR WEEKENDS AND HOLIDAYS**

DATE: APRIL 30, 2018

**RECOMMENDATION**

It is recommended that the Board of Directors approve the Recreation Area Public Use fee structure in accordance with Exhibit A attached hereto.

**BACKGROUND AND OVERVIEW**

The Board scheduled and held a Public Hearing for Casitas Water Adventure fees and charges at their March 14, 2018 meeting. That Board packet, which was subsequently approved, inadvertently contained Exhibit A with the current \$14.00 fee for weekends and holidays, instead of the recommended fee of \$15.00. This request for approval is administrative in nature to ensure proper notice is being given to charge the fee of \$15.00 for Single Splash Pass for weekends and holidays.

**ANALYSIS**

It was identified that the Exhibit A attachment presented to the Board on March 14, 2018 and subsequently approved, inadvertently listed the current price of \$14 for Single Splash Passes on weekends and holidays. On April 11, 2018 the Board was asked to schedule a public hearing for May 9, 2018 to correct the fee from \$14 to \$15. The entire fee structure, including the corrected fee, is attached again for clarity and filing with the County of Ventura.

Attachment

**CASITAS MUNICIPAL WATER DISTRICT**

**RESOLUTION APPROVING THE PRELIMINARY ASSESSMENT FOR  
THE RESTRUCTURING AND REVISION IN FEES AND CHARGES FOR THE  
LAKE CASITAS RECREATION AREA,  
ADOPTING THE NOTICE OF EXEMPTION, AND  
DIRECTING THE NOTICE OF EXEMPTION TO BE FILED  
WITH THE CLERK OF THE COUNTY OF VENTURA**

WHEREAS, the Board of Directors approved the Preliminary Assessment at its regular meeting on May 9, 2018; and

WHEREAS, it was determined that the project is exempt because said project is considered to be categorically exempt under Section 21080(b)(8) of Chapter 2.6 of Division 13 of the CEQA statutes and Section 15273(a)(1) of the CEQA Guidelines.

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

1. The Board finds that the restructuring and revision in public use fees and charges are for the purpose of:
  - (a) Meeting operating expenses, including employee wage rates and fringe benefits;
  - (b) Purchasing or leasing supplies, equipment, or materials;
  - (c) Meeting financial reserve needs and requirements; and
  - (d) Obtaining funds for capital projects necessary to maintain service within existing service areas.
2. That the Notice of Exemption for revisions to the Lake Casitas Recreation Area Public Use Fees and Charges, attached hereto as Exhibit "A", is hereby adopted.
3. That the Clerk of the Board file the Notice of Exemption with the Clerk of the County of Ventura.

ADOPTED this May 9, 2018.

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James W. Word, President  
Casitas Municipal Water District

ATTEST:

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Mary Bergen, Secretary  
Casitas Municipal Water District

## PRELIMINARY ASSESSMENT

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

TO: Clerk's Office, Ventura County  
800 South Victoria Avenue  
Ventura, California 93009

### Description and Purpose of Project:

Implement restructuring of certain increases of the Lake Casitas Recreation Area Public Use Fees and Charges in accordance with Exhibit A attached hereto.

The primary purposes of the project are to maintain levels of service within the existing Recreation Area.

The revenues generated from the restructuring and revision of fees and charges for the Lake Casitas Recreation Area will be utilized for any or all of the following purposes.

- A. Projects and/or capital projects necessary to maintain levels of service within the existing Recreation Area;
- B. Meeting operating expenses, including employee wage rates and fringe benefits;
- C. Purchasing or leasing supplies, equipment, or materials;
- D. Meeting financial reserve needs and requirements; and

### Preliminary Assessment:

Under Section 20180(b)(8) of Chapter 2.6 of Division 13 of the CEQA statutes and Section 15273(a)(1) of the CEQA Guidelines, this project is a statutorily exempt discretionary project.

<b>Project Title:</b>	Restructuring & Revision to the Fees and Charges for the Lake Casitas Recreation Area
<b>Project Location:</b>	Lake Casitas Recreation Area
<b>Name of Public Agency Approving Project:</b>	Casitas Municipal Water District.
<b>Name of Public Agency Carrying Out Project:</b>	Casitas Municipal Water District.
<b>Contact Person:</b>	Steven E. Wickstrum, General Manager Telephone Number: (805) 649-2251

Date: May 9, 2018

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James W. Word, President  
Casitas Municipal Water District

**NOTICE OF EXEMPTION**

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

TO: Clerk's Office  
Ventura County  
800 South Victoria Avenue  
Ventura, California 93009

**Project Title:** Revision of Certain Recreation Area Public Use Fees and Charges to be Effective May 9, 2018

**Project Location:** Lake Casitas Recreation Area

**Description and Purpose of Project:**

Implement restructuring of certain increases of the Lake Casitas Recreation Area Public Use Fees and Charges. The primary purposes of the project are to maintain levels of service within the existing Recreation Area. The revenues generated from the revision of fees and charges for the Lake Casitas Recreation Area will be utilized for any or all of the following purposes: projects and/or capital projects necessary to maintain and increase levels of service within the existing Recreation Area, meeting operating expenses, including employee wage rates and fringe benefits; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements and obtaining funds for capital projects necessary to maintain levels of service within the existing Recreation Area.

**Name of Public Agency Approving Project:** Casitas Municipal Water District.

**Name of Public Agency Carrying Out Project:** Casitas Municipal Water District.

**Contact Person:** Steven E. Wickstrum, General Manager  
Phone Number: (805) 649-2251.

Attached is a copy of Resolution No. \_\_\_\_\_ adopted by the Casitas Municipal Water District on

Date: May 9, 2018

\_\_\_\_\_  
Steven E. Wickstrum, General Manager  
Casitas Municipal Water District

**EXHIBIT A****LAKE CASITAS RECREATION AREA  
PUBLIC USE FEES  
CASITAS WATER ADVENTURE****PASSES**

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Single Splash Pass (Children under 1 year of age free)	\$13/Guest
Weekend and Holiday Rate	\$15/day
Late Day Pass (Must be purchased on site, no reservations) (Approx. last three hours of daily operation, subject to availability)	\$7.50/Guest
Two Day Pass (Must be purchased on site, no reservations) (For 2 consecutive days admission - Children under 1 year of age free)	\$24-\$28/Guest
Season Pass (All hours, no blackout dates)	\$70/Guest
Group/Party Rates (Minimum of 35 guests + \$9.00 Reservation Fee incl. parking for 2 vehicles free) (Monday thru Friday only - no weekends or major holidays.)	\$11/Guest
Large Group/Party Rates (Minimum of 60 guests + \$9.00 Reservation Fee incl. parking for 4 vehicles free) (Monday thru Friday only - no weekends or major holidays)	\$11/Guest
Advanced Ticket Purchase Reservation Fee	\$9.00

**SPECIAL PROGRAMS**

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Adult Water Exercise	\$6/Class
Pass for 12 classes	\$60/Guest
Junior Lifeguard Program (4 week session - uniform included)	\$450/Participant
Junior Lifeguard Experience (1 week session) (Required one time uniform fee)	\$120/Participant \$40/Participant

**COVERED AREA RENTAL**

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(Includes 10 reserved chaise lounges & 1 picnic table)	\$75/Day
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**PARKING**

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Regular Rate	\$10/Day
Weekend and Holiday Rate	\$20/day

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**Telephone:**

General Information - (805) 649-2233

Reservation Office - (805) 649-1122 M-F 8AM-3PM

Mailing Address: 11311 Santa Ana Road, Ventura, CA 93001



**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

**TO:** CAROL BELSER, PARK SERVICES MANAGER

**FROM:** JOE EVANS, DIVISION OFFICER

**SUBJECT:** **Consideration to Update Ordinance 17-01, Section 5.3.4. - An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of Vehicles in the Lake Casitas Recreation Area**

**DATE:** MAY 1, 2018

**RECOMMENDATION**

It is recommended that the Board of Directors of the Casitas Municipal Water District repeal Ordinance No. 17-01 and Adopt Ordinance No. 18-01 a copy of which is attached.

**BACKGROUND**

Currently, District personnel operate a number of vehicles including golf cart type and a side by side ATV that fall outside the requirements of the California Vehicle Code for being street legal. These vehicles are necessary for the maintenance and improvement of the Recreation Area. They are only operated within the Recreation Area and not outside the park on any public roadways.

The current Ordinance, 17-01, Section 5.3.4, states “Any person having, using or operating a motor vehicle, vehicle, or trailer in the Park shall abide by all applicable sections of the California Vehicle Code”

On April 30, 2018, the Recreation Committee reviewed and supported the proposed update to Ordinance No. 17-01 and recommended that it be presented to the Casitas Board of Directors for review.

**ANALYSIS**

Because District employees currently operate vehicles within the Recreation Area that fall outside the requirements of the California Vehicle Code, staff is recommending that Ordinance 17-01 be updated to authorize the General Manger to grant exceptions to Section 5.3.4 depending on the needs of the facility.

Attachment

**CASITAS MUNICIPAL WATER DISTRICT**

**ORDINANCE NO. 18-01**

**AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT  
ESTABLISHING RULES AND REGULATIONS FOR  
THE PUBLIC USE OF THE LAKE CASITAS RECREATION AREA**

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

1. **DEFINITIONS.** As used in this Ordinance, unless the context clearly requires a different meaning, the following words have the following meanings:
  - 1.1 "Casitas" (also herein referred to as "District") means the Casitas Municipal Water District.
  - 1.2 "Board" means the Board of Directors of Casitas.
  - 1.3 "Park" means Lake Casitas Recreation Area.
  - 1.4 "Lake Casitas" means the lake created by Casitas Dam.
  - 1.5 "Lake Casitas Recreation Area" (also herein referred to as "Recreation Area") means the portion of Casitas Reservoir right-of-way used or planned for use for recreational purposes.
  - 1.6 "General Manager" means the General Manager of Casitas.
  - 1.7 "Park Services Manager" means the Park Services Manager or the person acting in that capacity of the Lake Casitas Recreation Area.
  - 1.8 "Park Ranger" means a specific employee of Casitas at the Lake Casitas Recreation Area as designated by the General Manager.
  - 1.9 "Casitas Personnel" means any full, part time or volunteer staff of the Lake Casitas Recreation Area.
  - 1.10 "Department" means a section of the Casitas Municipal Water District that is assigned to administer this Ordinance within the Lake Casitas Recreation Area.
  - 1.11 "Lake" means the Lake Casitas and other lakes or ponds in the Lake Casitas Recreation Area.

- 1.12 "Stream" means any watercourse within the Lake Casitas watershed whose waters eventually flow into Lake Casitas.
- 1.13 "Aquaplane" means any plank, surfboard, water ski, or other device used for transporting, conveying, or carrying a person who is towed or pulled by any vessel by means of a rope, chain, cable, wire, or other connection.
- 1.14 "Horse" means any member of the equine family.
- 1.15 "Animal" means any one of the lower animals as distinguished from man except fish bait or birds other than poultry.
- 1.16 "Trail" means any roadway or footpath capable of being used by a vehicle or pedestrian.
- 1.17 "Vehicle" includes any mechanically propelled device including, but not limited to, cycles and motor driven scooters, and/or as defined in the applicable section(s) of the California Motor Vehicle Code.

## 2. **GENERAL**

- 2.1 Powers granted to the Department or its personnel under this Ordinance shall be construed to be powers delegated by the Board to the General Manager and redelegated by the General Manager to the Park Services Manager for the purpose of management control, and re-delegated by the Park Services Manager to Casitas Personnel, as deemed appropriate.
  - 2.1.1 Public safety within the District's boundaries shall be enforced and maintained by the Park Rangers and their support staff.
  - 2.1.2 Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.34 (d) and California Water Code Section 71341.5.
  - 2.1.3 Within the District's boundaries, Park Rangers shall have all the powers of peace officers under the laws of the State of California, with the following exceptions: the use and carrying of a firearm; the use and carrying of a baton; and all other restrictions expressed by the Board.
  - 2.1.4 Park Rangers shall have the authority to enforce within the District's boundaries the provisions of this Ordinance, and any amendment or amendments thereto, and the laws of the State of California, including but not limited to, California Water Code Section 71660, the California Administrative Code Title 14, relating to Fish and Game regulations, and the California State Boating Law.

- 2.1.5 Any person who resists, delays, obstructs, threatens or attempts to intimidate a Park Ranger in the discharge of, or attempted discharge of, their duty shall be subject to criminal prosecution.
- 2.2 The provisions of Section 71660 of title California Water Code make it a misdemeanor to violate any of the regulations adopted by this Ordinance relating to vehicle or vessel speed limits, defacement of Casitas' property, title use, possession or discharge of firearms, weapons or fireworks, the creation of fire hazards, being under the influence of intoxicating beverages or dangerous drugs, or remaining on, or reentering Casitas' premises after authorized Casitas Personnel have specifically withdrawn consent for a person to utilize Casitas' facilities. It is an infraction to violate any other regulations of Casitas adopted pursuant to this section. The following procedures shall be subject to citation issuance within the Park, by Casitas Personnel as authorized by the General Manager, of persons suspected of the violation of regulations adopted by this Ordinance.
- 2.2.1 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence.
- 2.2.2 The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance.
- 2.3 The Department is authorized to revoke any Park permit and to expel any person from the Park for violation of any applicable law, rule, or regulation.
- 2.3.1 The Department shall have the authority to cause to be towed, removed or disposed of, any property in the Park at the owner's expense when it has been left without written authorization of the Department, becomes a navigational or safety hazard on a trail or waterway, has or may potentially introduce pollution into the Lake or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law.
- 2.3.2 To refuse to present upon request a valid identification document with proof of age.
- 2.4 The General Manager is authorized to direct the visiting public in its use of the Park, according to statutes, Ordinances, rules, and regulations applicable to the Park. In the event of fire or other emergency or to expedite vehicle or boating traffic, to expedite the launching or removal of vessels, to insure the safety of persons in the Park, to insure against pollution of the Lake or to protect property and facilities in the Park, the General Manager may direct the public as conditions may require notwithstanding other provisions of this Ordinance.

2.4.1 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Recreation Area while they are in effect.

### 3. PUBLIC USE FEES

3.1 Public use fees shall be established by Ordinance of the Board and may be revised from time to time by Ordinance of the Board, provided that nothing contained herein shall be construed to permit the collection of a fee from any pedestrian for entering the Park for day use. Public access to the Recreation Area is through the main gate only unless a special use permit is granted by the General Manager and is on file at the Recreation Area.

3.2 Public use fees shall be due and payable upon entering the Park. They shall be considered earned upon receipt and shall not be subject to refund by Casitas. Receipts and fees are not transferable. It shall be unlawful to be in or to enter the Park without paying all fees that may be applicable under the public fee schedule in effect at the time of entry.

3.3 An annual vehicle permit shall be affixed to the vehicle windshield or displayed to Casitas Personnel, whichever is applicable.

3.4 An annual boat permit shall be affixed by Casitas Personnel to the side of the vessel immediately behind the break of the bow at least 12 inches from the CF number and state registration sticker.

3.5 An annual vehicle permit or Frequent Visitor Card shall be valid for only one vehicle in the Park at a time.

#### 3.6 Annual Permits.

3.6.1 Annual boat permits are issued to specific vessels and are transferable to a new owner in the event of transfer or sale upon application to the Department, execution of a new agreement and payment of a transfer fee. Annual boat permits are not transferable between vessels in the event owner has more than one vessel in use at the same time.

3.6.2 Annual vehicle permits are issued to specific vehicles and are transferable to a new owner in the event of transfer or sale upon application to the Department, execution of a new agreement and payment of a transfer fee. Annual vehicle permits are not transferable between vehicles in the event owner has more than one vehicle in use at the same time.

3.6.3 If an owner wishes to transfer an existing annual boat permit to a new boat, owner must return the existing permit (decal), execute a new agreement and pay the transfer fee.

- 3.6.4 If an owner wishes to transfer an existing annual vehicle permit to a new boat, owner must return the existing permit (decal), execute a new agreement and pay the transfer fee.
- 3.6.5 Annual permits shall be valid for the period ending on the month and year indicated on the permits unless revoked for cause.
- 3.7 Vessels owned by the Bait & Tackle Concessionaire for rental purposes shall not be required to obtain boat permits but shall be subject to all other rules and regulations of this Ordinance.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder upon revocation, cancellation or suspension thereof or which is fictitious or which has been unlawfully or erroneously issued or altered.
- 3.9 Camping or day use permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.
- 3.10 The storage facility is for storage of recreational items such as travel trailers, 5th wheel trailers, vessel trailers, vessels, campers, motor homes, etc., as determined by the General Manager.
- 3.11 All customers who store a recreation vehicle, vessel or other vehicle approved by the General Manager shall sign and comply with all terms and conditions as set forth in the "Self-Service Storage Facility Rental Agreement" including, but not limited to, California Business and Professional Code, Chapter 10, Sections 21700- 21716 and the most current Public Use Fees for the Park as established by the Board. Storage fees are due monthly in advance of the first day of each month following entry into the storage area. Fees shall be considered unpaid if not paid in accordance with the terms of the Lake Casitas Recreation Area Self-Service Storage Facility Rental Agreement, as amended from time-to-time. Casitas may terminate the Self-Service Storage Facility Rental Agreement when said fees are unpaid for fourteen (14) days. Casitas may then take all actions required by law to remove the items.
- 3.12 At the discretion of the General Manager, in lieu of the remedies provided for in 3.12 above, Casitas may proceed to sue the owner or the person contracting for said storage in any court of competent jurisdiction or take any other proper steps to effect collection.
- 3.13 Should a check be returned by a bank for any reason, the customer shall be charged a returned check charge for each such check returned as determined by the Board by Ordinance. In the event Casitas is unable to collect the amount due, the returned check(s) will be forwarded to the Ventura County District Attorney's office, or other jurisdiction as applicable, for processing.

#### 4. **SCHEDULE OF OPERATIONS**

- 4.1 The schedule of operations for the Park shall be set by resolution of the Board and may be revised from time to time by resolution of the Board.
- 4.2 The Department is authorized to restrict the public use of the Park by closing the Park or any Park area or any of its facilities, or restricting the hours of operation for good and sufficient reasons including, but not limited to, the following:
  - 4.2.1 Sanitary protection of the watershed.
  - 4.2.2 Fire prevention and/or fire suppression.
  - 4.2.3 Construction or maintenance.
  - 4.2.4 Dangerous or unsafe conditions.
  - 4.2.5 To prevent damage to the Park or its facilities.
  - 4.2.6 Conservation of fish and game.
  - 4.2.7 Special activities or events and off-season restrictions.

#### 5. **RULES AND REGULATIONS**

- 5.1 **Sanitary Regulations.** It shall be unlawful for any person within the Park:
  - 5.1.1 To have, or to permit any child or animal under that person's supervision to have body contact with the waters of the Lake or streams.
  - 5.1.2 To throw or discharge into the waters of the Lake or any stream, or place upon the shore area thereof, or place in the Park unless in approved containers, any litter, waste products, trash, motor oil, or other debris, or to discharge into the Lake or any stream along the shore area thereof, any contaminating or polluting substance of any kind whatsoever, or to use any motor or container which leaks oil or gas into the waters of the Lake. Household or industrial waste, including water softener brine, may not be brought into or disposed of in the Park.
  - 5.1.3 To enter or reach into trash cans, recycle containers or dumpsters for the purpose of retrieving discarded materials.
  - 5.1.4 To clean fish in the Park except at fish cleaning facilities provided by Casitas.
  - 5.1.5 To operate a bilge pump on the Lake, except in an emergency, or at a place or places designated by the General Manager.

- 5.1.6 To allow waste from vessel washing to discharge into the Lake or along the shore except into a waste disposal system that has been approved by the General Manager.
- 5.1.7 To wade or swim in, or have body contact with the waters of the Lake or streams or to engage in any aquaplane, parasail, or wind sail activities in, on, or over the Lake.
- 5.1.8 To operate, or permit to be operated, any vessel under that person's supervision to tow or pull an aquaplane or similar device.
- 5.1.9 To permit any animal to enter into or remain within the Park unless the animal is on a leash of no more than six feet in length and under the immediate control of a person or confined in a vehicle.
  - 5.1.9.1 To permit an animal under the person's control to remain outside a tent, camper or enclosed vehicle during the quiet hours.
  - 5.1.9.2 To keep any noisy, vicious or dangerous animal, or one that is disturbing to other persons, as determined by Casitas Personnel.
  - 5.1.9.3 To allow any animal to be within 50 feet laterally of the shores of the Lake or streams of the Park or on a vessel on the lake with the exception of dogs, which are allowed on vessels.
  - 5.1.9.4 To have more than two such animals per campsite.
  - 5.1.9.5 To abandon any animal in the Park.

**5.2 Boating Regulations.**

- 5.2.1 It shall be unlawful for any person to have, use, or operate a vessel in the Park that does not meet the minimum requirements for, or that does not have a Park boat permit.
- 5.2.2 All vessel owners and/or operators intending to launch or take any type of vessel into the Park waters shall be required to complete a written Acknowledgement provided by the Department, and declare under penalty of perjury that all of the information provided is true and correct.
  - 5.2.2.1 The Board may establish and have the Department enforce policies and/or Rules and Regulations, that will cause the Department to inspect vessels, trailers and tow vehicles to the degree necessary to determine if the vessel, trailer or tow vehicle is a threat to Lake Casitas due to contamination from Quagga or Zebra mussels in any of their life stages or other invasive species



such as, but not limited to, hydrilla. Contamination may take the form of dreissenid mussels in any of their life stages (Quagga or Zebra), mud, biological debris, moisture, water, fish scales, weeds, sand/pebbles, and trash. The Department reserves the right to deny public access to the Park based on any potential for lake contamination.

5.2.3 Each vessel, prior to being issued a boat permit, may be inspected by Casitas Personnel to determine that it meets the following standards:

5.2.3.1 It shall possess sufficient buoyancy to keep the vessel afloat if overturned or swamped when loaded to capacity.

5.2.3.2 It shall be not less than 11 feet in length or narrower in width than 4 feet nor over 35 feet in length, centerline measurement. It shall have a minimum of 1 foot of freeboard and, if fitted with a motor, shall have a capacity of not more than 400 horsepower. Nonstandard vessels may be issued with a special boat permit.

5.2.3.3 It shall be in a seaworthy, clean, dry and sanitary condition.

5.2.3.4 It shall be a vessel of standard design as determined by the General Manager.

5.2.3.5 It shall be a vessel not possessing a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no wastes can be discharged into the Lake.

5.2.3.6 It shall not be equipped with any motor or other methods of propulsion machinery beyond its safe power capacity, taking into consideration the type and construction of such watercraft and other existing operating conditions.

5.2.4 Each vessel issued a permit hereunder or in the Park without a valid permit shall be subject to re-inspection and re-evaluation at any time the vessel is in or enters the Park to ascertain whether such vessel is properly rated and complies with the regulations for granting a boat permit. If any vessel, upon such inspection mid re-evaluation, is found not to meet the requirements of this Ordinance, then the permit for such vessel shall be revoked and the vessel shall be removed from the Park or impounded in the Park or impounded on the Lake at the owner's expense until the deficiency is corrected.

5.2.4.1 No person shall move, use or tamper with any impounded vessel, vehicle or equipment.

5.2.4.2 No person shall move, use or tamper with any device used to impound a vessel, vehicle or equipment.

5.2.5 It shall be unlawful for any person within the Park:

- 5.2.5.1 To allow a minor under twelve (12) years of age to occupy a vessel upon the Lake unless such minor is wearing a Coast Guard approved child's vest type life preserver.
- 5.2.5.2 To operate a vessel within a prohibited area designated by markers on the Lake or posted on the bulletin board at the ramp.
- 5.2.5.3 To tie a vessel to, or mutilate, damage, or move from position, any buoy or connecting line, chain, or cable placed or installed on the Lake.
- 5.2.5.4 To operate any vessel without allowing at least 250 feet clearance behind trolling fishing vessels so as to avoid fouling the trolling lines. Trolling fishing vessels shall display a white flag not less than two feet square, to give adequate warning of such vessel's trolling activities.
- 5.2.5.5 To operate or navigate any commercial vessel while carrying passengers for hire without a Casitas special use permit or Casitas concession contract.
- 5.2.5.6 To take, use or operate any vessel without the specific consent of the owner or person in charge thereof, or to be an accessory to the taking, or use or operation of any vessel without such consent of the owner or person in charge thereof.
- 5.2.5.7 To operate a siren on any vessel used, operated or driven or propelled on the Lake except a vessel used by authorized Casitas Personnel in the performance of their duties.
- 5.2.5.8 To launch, retrieve or land any vessel except at an approved dock, ramp or such beaching areas as may be specifically designated by the General Manager.
- 5.2.5.9 To keep any vessel on shore overnight except in the designated area.
- 5.2.5.10 To operate or occupy any vessel between the time of sunset and sunrise unless a special use permit is issued by the General Manager.

- 5.2.5.11 To allow any person to ride or sit on either the gunwales or on the decking over the bow of the vessel while underway, unless such vessel is provided with adequate guards or railing to prevent passengers from being lost overboard. Nothing in this section shall be construed to mean that passengers or other persons aboard a vessel cannot occupy the decking or the bow of the vessel to moor or cast off from a landing, or for any other necessary purpose.
- 5.2.5.12 It shall be unlawful for the owner of any vessel or any person having such in his charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such watercraft under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.
- 5.2.5.13 To operate, occupy or load any boat beyond the safe carrying capacity of such boat.
- 5.2.6 Speed Limits.
  - 5.2.6.1 It shall be unlawful for any person to operate a vessel on the Lake at speeds in excess of those posted.
  - 5.2.6.2 No person shall operate a vessel at a speed greater than is reasonable or prudent having due regard for weather, visibility and the number of other vessels on the Lake, and in no event at a speed which endangers the safety of persons or property.
  - 5.2.6.3 The following specific speed restrictions shall apply:
    - 5.2.6.3.1 Maximum of forty (40) miles per hour sunrise to sunset, except as qualified below.
    - 5.2.6.3.2 Five (5) miles per hour within 200 feet of any vessel landing, dock, ramp, or beaching area.
    - 5.2.6.3.3 Five (5) miles per hour within 100 feet of any vessel not underway.
- 5.2.7 The General Manager is authorized to designate restricted speed zones for the Lake as deemed desirable for the safety of persons or property.
- 5.2.8 It shall be unlawful for any person to engage in a boat regatta, race, tournament or exhibition on the Lake without approval of the General Manager.

5.2.9 The General Manager is authorized to close the Lake or portions thereof to boating for good and sufficient reasons including but not limited to the following:

5.2.9.1 Dangerous water or weather conditions.

5.2.9.2 Unsatisfactory ramp, parking or roadway conditions.

5.2.9.3 Construction or movement of ramp facilities.

5.2.5.4 Special activities or events.

5.2.10 Any person having, using or operating a vessel in the Lake Casitas Recreation Area shall abide by the applicable sections of the California Administrative Code Title 14, California State Boating Law and the provisions of this Ordinance.

5.2.11 It shall be unlawful to land or operate any amphibious seaplane on the lake unless authorized by the General Manager.

### 5.3 **Vehicle Regulations.**

5.3.1 It shall be unlawful for any person within the Park:

5.3.1.1 To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by the Department in any area.

5.3.1.2 To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed, which endangers the safety of persons or property.

5.3.1.3 To operate a motor vehicle except on designated roadways and parking areas, unless otherwise directed by the General Manager.

5.3.1.4 To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.

5.3.1.5 To park a vehicle in other than a designated parking area, or to park or leave parked a vehicle in a parking lot between the hours of sunset and sunrise, unless otherwise permitted by the General Manager. Vehicles parked in unauthorized areas will be towed away at the owner's expense.

- 5.3.1.6 To drive a vehicle in a careless or reckless fashion so as to endanger the said vehicle, it's occupants, or any person, equipment, facilities, or property.
- 5.3.1.7 To park more than two (2) vehicles per campsite without specific authority from the General Manager.
- 5.3.2 The Board may establish special speed zones and they may be revised from time to time by resolution of the Board.
- 5.3.3 The General Manager is authorized to close any Park roadways or reduce the speed limit on any such roadways for good and sufficient reasons including but not limited to the following:
  - 5.3.3.1 Construction or maintenance of facilities.
  - 5.3.3.2 Dangerous roadway conditions.
  - 5.3.3.3 Special activities or events.
- 5.3.4 Any person having, using or operating a motor vehicle, vehicle, or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. **The General Manager is authorized to allow exceptions based on the needs of the facility.**
- 5.4 **General and Conservation.** It shall be unlawful for any person within the Park:
  - 5.4.1 To receive, bring, or cause to be brought into the Recreation Area lands or waters any wildlife, terrestrial plant, fish, crustacean, amphibian or aquatic plant from any place for the purposes of propagation or use as fish bait.
  - 5.4.2 Place, bury, deposit or scatter human or animal remains or place memorials, markers, vases or plaques on lands, waters or facilities.
  - 5.4.3 To cut, pick, mutilate or destroy any vegetation, except when authorized by the General Manager.
  - 5.4.4 To remove soil or rock except when authorized by the General Manager.
  - 5.4.5 To mutilate, vandalize, or destroy any equipment or facility of others.
  - 5.4.6 To receive, bring, or cause to be brought into the Recreation Area, or use, possess, or discharge, fireworks, firearms, or other explosives other than fuels except when authorized by the General Manager.

- 5.4.7 To possess or discharge a firearm, bow and arrow, projectile launching device, air or gas weapon or any device capable of injuring or killing any animal or damaging or destroying any property except when authorized by the General Manager.
- 5.4.8 To build, ignite, or utilize fires except in fire pits, stoves, incinerators, or other facilities provided by Casitas for the use of the public, except in portable barbecue pits or portable stoves of a type approved by the General Manager in camping or picnicking areas.
- 5.4.9 To leave any fire unattended or to fail to put out a fire prior to departure, or to leave a fire burning unattended while a person sleeps.
- 5.4.10 To molest, injure, or kill any animal or bird, or to allow any child or animal under that person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
- 5.4.11 To bring into, possess, or use any firearm or other weapon except for peace officers when in a duty status, except as may be authorized by resolution of the Board.
- 5.4.12 To possess fish in number or size, including but not limited to, trout, catfish, pan fish or bass, other than as specified in the Lake Casitas Recreation Area Fisheries Management Plan, as periodically amended.
- 5.4.13 No person who has not attained the age of twenty-one years shall use or possess any alcoholic beverage within the park.
- 5.5 **Closed Areas.** It shall be unlawful for any person:
  - 5.5.1 To take fish or attempt to fish except during the posted daylight hours when the Lake is open unless otherwise posted for special events.
  - 5.5.2 To fish in an area or on a structure posted by Casitas, "Closed to Fishing".
  - 5.5.3 To enter any area of the Park which is posted by Casitas against entry or is designated as a closed area.
  - 5.5.4 To remain on or re-enter Casitas' premises or facilities after Casitas Personnel have specifically withdrawn consent and given notice thereof for a person to utilize said Casitas' premises or facilities.
  - 5.5.5 To operate any aircraft or drone of any nature, or parachute, on or over Casitas' premises or waters without prior written permission from the General Manager.

- 5.5.6 To fail to obey signs posted by Casitas.
- 5.5.7 To use a loudspeaker, public address system, or amplifier without a valid special event permit or written permission from the General Manager.
- 5.6 **Horses.** It shall be unlawful for any person to bring a horse with the exception of service miniature horses into the Recreation Area without a valid special event permit or written permission of the General Manager.
- 5.7 **Camping.**
- 5.7.1 It shall be unlawful for any person to occupy a campground without first obtaining a camping permit or possessing a valid camping permit. Camping permits shall be issued on the basis of per camping day, per campsite and per vehicle.
- 5.7.2 Campsites will be assigned at the entrance gate. Camping units and camp gear left on campground without first obtaining a camping permit will be removed at the owner's expense.
- 5.7.3 Camping is limited to fourteen (14) days per party, during any calendar month period except that the General Manager is authorized to extend the limit up to twenty-eight (28) days on a case-by-case basis. Campers and their equipment must leave the Recreation Area for a minimum of seventy-two hours (72) in order to be issued a permit for an additional fourteen (14) day camping period. Special permits may be issued by the General Manager for extended stays beyond the above-described limits.
- 5.7.4 If, in the discretion of Casitas Personnel assigning campsites, a particular campsite is of sufficient size, a maximum of two vehicles and eight (8) persons may be permitted to camp within the same campsite.
- 5.7.5 Campers may use plumbing hook-ups, TV and electrical hookups by permit only.
- 5.7.6 It shall be unlawful for any person to disturb the peace and quiet of other Park visitors in any manner.
- 5.7.7 It shall be unlawful for any person under the age of eighteen (18) years to occupy a campsite between the hours of 10:00 pm and 8:00 am unless accompanied by a responsible adult.
- 5.7.8 It shall be unlawful for any person to construct or hang a clothesline inside the Park.

5.8 **Commercial Activity.** It shall be unlawful for any person or persons to engage in any commercial activity within the Park, except by permit or as authorized by the General Manager.

5.9. **WATER PARK.**

5.9.1 It shall be unlawful for any person to fail to obey the directions of any Casitas Personnel with regard to the rules and regulations of the operation of the Water Park.

5.9.2 It shall be unlawful for any persons to remain in the Water Park facility after their respective permits have been revoked by Casitas Personnel for failure to follow any rules or regulations.

5.9.3 It shall be unlawful for any person to bring the following into the Water Park glass containers, alcoholic beverages or controlled substances.

5.9.4 It shall be unlawful for any person to enter into the waters of the Water Park wearing bathing apparel that is not approved by Casitas Personnel.

5.9.5 It shall be unlawful for any person to distract or otherwise interfere with the duties of any Casitas Personnel.

5.9.6 It shall be unlawful for any person to enter into the Water Park without paying all applicable fees and charges.

6. **CONSTITUTIONALITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

7. **REPEAL OF ORDINANCE NO. 17-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District Ordinance No. 17-01.

8. **EFFECTIVE DATE.** This Ordinance becomes effective this 9th day of May, 2018.

ATTEST:

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James W Word, President  
Casitas Municipal Water District

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Mary Bergen, Secretary  
Casitas Municipal Water District



# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: Attendance by Director Russ Baggerly at the May 21, 2018 meeting of the Ojai Valley Democratic Club  
Date: May 4, 2018

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## RECOMMENDATION:

It is recommended that the Board of Directors recognize the attendance by Director Russ Baggerly at the May 21, 2018, meeting of the Ojai Valley Democratic Club and that such attendance be considered as a day of service.

## BACKGROUND:

Director Baggerly has received an invitation to participate at the meeting of the Ojai Democratic Club, scheduled for May 21, 2018, at 7:00 PM. The invitation is for Director Baggerly to discuss water issues in the Ojai Valley. Director Baggerly is requesting recognition by the Casitas Board of Directors of this meeting participation.

**CASITAS MUNICIPAL WATER DISTRICT**

**MINUTES**  
**Recreation Committee**  
**Special Meeting**

DATE: May 4, 2018  
TO: Board of Directors  
FROM: General Manager, Steven E. Wickstrum  
Re: Committee Meeting of April 30, 2018

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.**

Director Bill Hicks  
Director Pete Kaiser  
Steve Wickstrum, General Manager  
Carol Belser, Park Services Manager  
Joe Evans, Division Officer

Public: De Bennett, Casitas Rowing Club  
Angela May and Mike Caldwell, Ojai West Rotary, Ojai Wine Festival

2. **Public Comments.**

Dee Bennett commented on where the Casitas Rowing Club may be able to place their docks in October 2018.

3. **Board/Management Comments.**

None.

4. **Wine Festival Agreement modifications for consideration.**

Carol Belser presented the issues that Ojai Rotary had raised after the Board's approval of the Wine Festival Agreement. Staff referred the issues to Robert Kwong for deliberation with Ojai Rotary's legal counsel. The Agreement has been modified in a manner that the insurance company can accept. The Committee and Ojai Rotary expressed a direction to have this Agreement brought to the Board of Directors on May 9<sup>th</sup> for consideration of approval.

5. **Discussion regarding recommended Ordinance modifications.**

Joe Evans presented a modification to Ordinance No. 17-01, Section 5.3.4, regarding the current prohibiting the use of vehicles that are not street legal. The suggested wording would allow the General Manager to authorize the use of District vehicles that are not street legal. Such vehicles include the golf cart used by volunteers and the District's off-road Polaris. This item is to be moved to the Board of Directors for consideration of modifying Ordinance No. 17-01.

6. **March Recreation Report.**

Carol Belser presented the Report and provided that water is still entering Lake Casitas from Coyote and Santa Ana Creeks.

7. **Review of Incidents and Comments.** Joe Evans updated the Committee on the customer interactions.



**Consumption Report**

**Water Sales FY 2017-2018 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2017 / 2018	2016 / 2017
AD Ag-Domestic	493	464	479	442	351	316	120	202	17				2,885	2,592
AG Ag	363	345	318	320	225	219	97	147	17				2,051	1,890
C Commercial	79	80	154	161	52	52	37	44	29				688	327
DI Interdepartmental	11	9	9	11	6	7	2	5	3				63	47
F fire	0	0	0	0	0	0	0	0	0				0	0
I Industrial	1	1	2	2	2	1	1	1	1				12	8
OT Other	24	25	39	38	21	18	14	13	10				201	104
R Residential	125	55	402	431	186	210	135	148	114				1,806	733
RS - P Resale Pumped	46	46	56	54	50	49	45	40	27				413	1,050
RS - G Resale Gravity	213	160	147	167	130	212	140	297	166				1,633	1,786
TE Temporary	1	1	2	2	3	2	1	2	1				14	12
<b>Total</b>	<b>1,355</b>	<b>1,186</b>	<b>1,608</b>	<b>1,629</b>	<b>1,026</b>	<b>1,086</b>	<b>592</b>	<b>898</b>	<b>384</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,765</b>	<b>8,549</b>
<b>CMWD</b>	<b>1,355</b>	<b>1,253</b>	<b>1,257</b>	<b>1,207</b>	<b>908</b>	<b>958</b>	<b>502</b>	<b>794</b>	<b>304</b>					
<b>OJAI</b>	<b>0</b>	<b>0</b>	<b>351</b>	<b>422</b>	<b>118</b>	<b>127</b>	<b>90</b>	<b>104</b>	<b>79</b>					
<b>Total 2016 / 2017</b>	<b>1,562</b>	<b>1,528</b>	<b>1,586</b>	<b>1,295</b>	<b>1,001</b>	<b>689</b>	<b>355</b>	<b>195</b>	<b>338</b>	<b>970</b>	<b>1,086</b>	<b>1,286</b>	<b>N/A</b>	<b>11,891</b>



CFD No. 2013-1 (Ojai) - Cost Analysis

	Services & Suplies	Legal Fees	Labor Expense	Other Services	Total Expenses
2011 / 2012	0.00	42,560.00	11,098.37	0.00	53,658.37
2012 / 2013	831.82	223,462.77	14,836.68	0.00	239,131.27
2013 / 2014	29.89	91,878.06	3,835.65	0.00	95,743.60
2014 / 2015	0.00	68,457.10	0.00	0.00	68,457.10
2015 / 2016	6.12	152,811.84	2,938.86	0.00	155,756.82
2016 / 2017	110.54	352,965.75	48,725.29	0.00	401,801.58
July	0.00	2,472.00	9,968.94	0.00	12,440.94
August	0.00	609.50	3,184.37	0.00	3,793.87
September	0.00	529.50	0.00	0.00	529.50
October	0.00	210.00	667.43	0.00	877.43
November	0.00	4,919.22	333.71	0.00	5,252.93
December	0.00	206.00	0.00	0.00	206.00
January	0.00	1,133.00	0.00	0.00	1,133.00
Feburary	0.00	2,987.00	0.00	0.00	2,987.00
March	0.00	0.00	0.00	0.00	0.00
April					
May					
June					
Total YTD Cost	0.00	13,066.22	14,154.45	0.00	27,220.67
Total Cost	978.37	945,201.74	95,589.30	0.00	1,041,769.41
Less: Scanned Document Revenue			2012 / 2013		-289.50
Less: Tax Assessment - County of Ventura:			2015 / 2016		-460,342.64
Less: Tax Assessment - County of Ventura:			2016 / 2017		-464,386.26
Less: Bond Pre-Payments					-92,470.36
Less: Reimbursable District Staff Cost Bond Pre-payment					-36,000.00
<b>Total CMWD CFD 2013-1 Cost</b>					<b>-11,429.85</b>

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
05/02/18**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Farmer MAC	31315PYF0	5/2/2028	\$511,887	\$480,305	2.925%	11/20/2017	2.39%	3600
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$778,876	2.014%	10/25/2016	3.88%	2333
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$898,654	\$828,428	1.901%	5/9/2016	4.13%	2861
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$852,057	\$808,962	2.790%	3/28/2016	4.03%	2827
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,013,359	\$955,630	3.000%	3/24/2016	4.76%	3156
*TB	Federal Farm CR Bank	3133EGWD	9/29/2027	\$694,629	\$634,740	2.354%	11/17/2016	3.16%	3387
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,173	\$451,046	2.710%	11/20/2017	2.25%	3880
*TB	Federal Home Loan Bank	3130A3DL	9/8/2023	\$1,568,322	\$1,458,555	1.486%	10/13/2016	7.27%	1926
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,357,450	\$1,338,458	1.625%	10/3/2012	6.67%	402
*TB	Federal Home Loan Bank	3130A0EN	12/10/2021	\$531,135	\$501,435	1.107%	5/9/2016	2.50%	1298
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$760,816	\$704,068	2.875%	2/19/2016	3.51%	2561
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$461,544	\$423,914	1.203%	7/14/2016	2.11%	1926
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,022,346	\$966,680	2.360%	5/10/2017	4.82%	2588
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$920,610	\$839,313	2.875%	8/2/2016	4.18%	2202
*TB	Federal Home Loan Bank	3133XFKF	6/11/2021	\$630,291	\$607,023	5.625%	1/16/2013	3.03%	1119
*TB	Federal Home Loan MTG Corp	3137EADB	1/13/2022	\$673,400	\$653,887	2.375%	9/8/2014	3.26%	1331
*TB	Federal National Assn	31315P2J7	5/1/2024	\$789,938	\$739,130	1.721%	5/1/2016	3.68%	2159
*TB	Federal National Assn	3135G0ZR	9/6/2024	\$1,467,468	\$1,362,483	2.625%	5/25/2016	6.79%	2284
*TB	Federal National Assn	3135G0K3	4/24/2026	\$2,526,999	\$2,321,875	2.125%	5/25/2016	11.57%	2872
*TB	US Treasury Inflation Index NTS	912828JE1	7/15/2018	\$1,155,967	\$1,162,419	1.375%	7/6/2010	5.79%	73
*TB	US Treasury Inflation Index NTS	912828MF	1/15/2020	\$1,157,670	\$1,169,140	1.375%	11/18/2015	5.83%	613
*TB	US Treasury Note	912828WE	11/15/2023	\$767,978	\$760,609	2.750%	12/13/2013	3.79%	1993
Accrued Interest					\$113,335				
<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>				<b>\$21,076,613</b>	<b>\$20,060,311</b>			<b>99.98%</b>	
<b>Total Certificates of Deposit: (11.13506)</b>				<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>	
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$452</b>	<b>\$452</b>	1.51%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,888</b>	<b>\$2,888</b>	1.39%	Estimated	<b>0.01%</b>	
<b>TOTAL FUNDS INVESTED</b>				<b>\$21,079,953</b>	<b>\$20,063,651</b>			<b>100.00%</b>	
Total Funds Invested last report				\$21,080,860	\$20,185,069				
Total Funds Invested 1 Yr. Ago				\$20,171,155	\$19,766,021				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$4,288,559</b>	<b>\$4,288,559</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$5</b>	<b>\$5</b>	0.19%			
<b>TOTAL CASH &amp; INVESTMENTS</b>				<b>\$25,368,517</b>	<b>\$24,352,215</b>				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$25,637,114	\$25,231,980				
*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.