

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
1055 Ventura Ave.
Oak View, CA 93022
Board Room
August 24, 2016
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. Public Comments (items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Board of Director Verbal Reports on Meetings Attended.
5. Consent Agenda
 - a. Minutes of the August 10, 2016 Board Meeting.
RECOMMENDED ACTION: Adopt Consent Agenda
6. Review of District Accounts Payable Report for the Period of 8/10/16 – 8/17/16.
RECOMMENDED ACTION: Motion approving report
7. Consider the appeal of Mr. Michael Termondt for the \$1,000 fine imposed for water theft and damage to district facility.
RECOMMENDED ACTION: Motion to reject appeal

8. Presentation of the Joint Exercise of Powers Agreement creating the Upper Ventura River Groundwater Agency, Final Draft.
RECOMMENDED ACTION: Direction to staff
9. Recommend approval of the position of Park Ranger/Park Services Officer Division Manager.
RECOMMENDED ACTION: Motion approving recommendation
10. Recommend approval of a purchase order to Water Resources Engineering Associates in the not to exceed amount of \$25,000 to provide Engineering Services for a water security project analysis.
RECOMMENDED ACTION: Motion approving recommendation
11. Recommend authorizing the General Manager to expend up to \$20,000 for 3M Pump Plant Road Work.
RECOMMENDED ACTION: Motion approving recommendation
12. Review of the draft Resale Memorandum of Understanding for water Allocation Assignment and Integrated Management of Local Water Supplies.
RECOMMENDED ACTION: Direction to staff
13. Recommend the Board consider the invitation to inspect the State Water project.
RECOMMENDED ACTION: Direction to staff
14. Information Items:
 - a. Finance Committee Minutes
 - b. Personnel Committee Minutes
 - c. Notice of Availability of the Draft Environmental Impact Report for the Water Supply Contract Extension Project.
 - d. Investment Report.
15. Closed Session
 - a. (Govt. Code Sec. 54957.6)
Conference with Labor Negotiators:
Agency Designated Representatives: Rebekah Vieira, Draza Mrvichin
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.
16. 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
August 10, 2016

A meeting of the Board of Directors was held August 10, 2016 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. Directors Baggerly, Word, Hicks and Bergen were present. President Kaiser was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, Robert Kwong. There were three staff members and one member of the public in attendance. Director Baggerly led the group in the flag salute.

1. Public Comments (items not on the agenda – three minute limit).

None

2. General Manager comments.

Mr. Wickstrum reported on an email from a concerned citizen on Mahoney regarding erosion. We checked this out in March. I will reassign the O & M Manager to look at it again. The water we spray out is coming out of a small nozzle. Most of the erosion is from storm water. We will address it directly with the resident. Mr. Wickstrum informed that board that Ms. Epstein with the City of Ventura confirmed that they did not exceed in district water use. She was thanked for their efforts. Water Conservation staff are holding a grey water session this weekend. Mr. Wickstrum then introduced Joe Evans. Today is his last day at the sheriff's office and has been working part time with staff at recreation and is instrumental in guiding us where we are going to go.

Mr. Wickstrum then informed the board that there will be a news article in the Ojai Valley News regarding discussions that were had with Pat Scanlon of Golden State Water Company. We met together to get a message into the paper on how we are interrelated and we hope the message will help inform the public on our efforts. There is a lot of misinformation or assumptions regarding Golden State and Casitas.

3. Board of Director comments.

Director Baggerly mentioned that he sent an email to Ms. Epstein.

Director Hicks expressed concern with the Ag expansion of strawberries that he sees along the coast. Mr. Wickstrum said we can look at it.

Director Baggerly suggested investigating the cost of mapping at Lake Casitas to determine capacity. He added that the Golden State request to water for ten minutes per station is a voluntary suggestion. He added that he would like us to think of conservation as efforts to try to get extra years of water availability as a goal so people can understand why they are doing what they are doing.

On Sunday, August 14 there is a water conservation discussion that Steve and I will attend at Michael Shapiro's home. It is by invitation from 7-9.

4. Board of Director Verbal Reports on Meetings Attended.

Director Bergen reported on a conference call that Russ, Steve and I were on regarding the California Water Action Plan. It was informative and concerning because California Department of Fish & Wildlife will decide how much water is needed in the Ventura River for steelhead. They are focused on the dry reach. Department of Water Resources is doing the modeling for hydrology and it is explained that once how much water is needed is determined by DWR they will determine water rights and determine who gets what water. Their time frame is 2-3 years. Director Baggerly added that he finds it curious that the DWR implements the Sustainable Groundwater Management Act and gives local control to groundwater agencies but then they come along with stream flow out of one paragraph of the California Water Action Plan. The first streams they looked at are in Northern California with year round water. We don't have that. There is no water for many months of the year. How they will remedy that will probably be directed at pumpers or diverters.

5. Consent Agenda ADOPTED

- a. Minutes of the July 27, 2016 Board Meeting.

Mr. Wickstrum reported that there is a change in the minutes from involuntary to voluntary so that they read conservation is no longer voluntary.

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

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

6. Review of District Accounts Payable Report for the Period of 7/20/16 – 8/04/16. APPROVED

The Accounts Payable Report was offered for approval by Director Hicks, seconded by Director Word and approved by the following roll call vote:

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

7. Resolution awarding a contract to Irwin Industries, Inc. in the amount of \$53,500 for the construction of the Robles Fish Passage Facility – Diffuser Modifications, Specification 16-389. ADOPTED

Mr. Wickstrum explained that this is the result of efforts of Neil Cole and National Marine Fisheries Service and the Department of Fish and Wildlife to make changes to enhance the flows through the screens. Mr. Kwong suggested that we add to the resolution that the General Manager is directed to file a notice of exemption.

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

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

Resolution is numbered 16-22

8. Recommend approval of a purchase order to Consulting West in the amount of \$47,600 for electrical engineering services for the upgrade of Rincon Pump Plant's Main Service Switchgear. APPROVED

Upon the motion of Director Hicks, seconded by Director Bergen, the above recommendation was approved by the following roll call vote:

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

9. Information Items:

- a. Recreation Committee Minutes
- b. Water Resources Committee Minutes
- c. Executive Committee Minutes
- d. Lake Casitas Recreation Area Report for June, 2016.
- e. Water Conservation Update for July, 2016.
- f. Letter from Meiners Oaks Water District in support of finding new water resources including connecting to a regional pipeline.
- g. Letter from Government finance Officers Association awarding the Certificate of Achievement for Excellence in Financial Reporting to Denise Collin for the comprehensive annual financial report for the fiscal year ended June 30, 2015.
- h. Water Consumption Report.
- i. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- j. Investment Report.

Director Hicks commented that he was happy to see the letter from Meiners Oaks supporting hooking up to state water. Director Baggerly commented that he is encouraged to read about the report on the history and cost effectiveness of the recreation area and asked when it might be completed. Ms. Collin hopes to have it completed soon. Director Baggerly offered congratulations to Ms. Collin on the GFOA award.

On the motion of Director Word, seconded by Director Bergen, the information items were approved for filing by the following roll call vote:

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

Pat McPherson who arrived to the meeting after Public Comments asked if he could speak. He explained that Golden State sent a flyer to every resident in city of Ojai requesting one day a week watering and ten minutes per station. He explained that he can't water his yard only one day per week. It is not practical. He suggested that if Casitas' one day per week watering were to go away he could go to Golden State. Director Baggerly advised him that the language is permissive, not mandatory, language and suggested he talk with Golden State.

Director Baggerly moved the meeting to closed session at 3:38 p.m.

10. Closed Session

Conference with Legal Counsel – Existing Litigation (Subdivision (a) of Section 54956.9, Government Code). Name of Case: Casitas Municipal District No. 2013-1 (Ojai) vs. Golden State Water Company, a California Corporation, and Does 1 through 50, inclusive. Case Number: 56-2016-00481628-CU-EI-VTA.

Director Baggerly moved the meeting out of closed session at 3:53 p.m. stating there was nothing to report and no actions were taken.

11. Adjournment

Director Baggerly adjourned the meeting at 3:53 p.m.

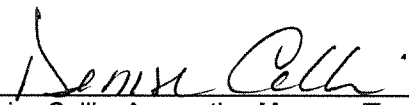

James W. Word, Secretary

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 8/10/16-8/17/16
Presented to the Board of Directors For Approval August 24, 2016

Check	Payee			Description	Amount
000662	Payables Fund Account	#	9759651478	Accounts Payable Batch 081016	\$525,436.93
000663	Payables Fund Account	#	9759651478	Accounts Payable Batch 081716	\$233,681.06
					\$759,117.99
000664	Payroll Fund Account	#	9469730919	Estimated Payroll 09/01/16	\$125,000.00
				Total	\$884,117.99

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, 000662-000664 have been duly audited is hereby certified as correct.

 Denise Collin, Accounting Manager/Treasurer

 Signature

 Signature

 Signature

A/P Fund

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

000662	A/P Checks:	024275-024281
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	
000663	A/P Checks:	024282-024375
	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:	023681, 024325, 024369, 024374

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


Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 08/13/16
Pay Date of 08/18/16
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 8/15/16
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/17/2016			024325		
C-CHECK	VOID CHECK	V	8/17/2016			024369		
C-CHECK	VOID CHECK	V	8/17/2016			024374		

* * 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:	3	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
			3	0.00	0.00	0.00
BANK:	TOTALS:		3	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA I-T2 201608151129 State Withholding	D	8/17/2016	9,290.32		000000		9,290.32
00128	INTERNAL REVENUE SERVICE I-T1 201608151129 Federal Withholding I-T3 201608151129 FICA Withholding I-T4 201608151129 Medicare Withholding	D	8/17/2016	29,371.60 29,274.74 7,067.54		000000 000000 000000		65,713.88
00187	CALPERS I-PBB201608151129 PERS BUY BACK I-PBP201608151129 PERS BUY BACK I-PEB201608151129 PEPRA EMPLOYEES PORTION I-PER201608151129 PERS EMPLOYEE PORTION I-PRB201608151129 PEBRA EMPLOYER PORTION I-PRR201608151129 PERS EMPLOYER PORTION	D	8/17/2016	66.87 161.96 2,099.85 9,165.31 2,202.30 10,138.44		000000 000000 000000 000000 000000 000000		23,834.73
00004	ACWA JOINT POWERS INSURANCE AU I-0427934 Health Insurance 9/16	R	8/10/2016	114,235.58		024275		114,235.58
01325	Aflac Worldwide Headquarters I-078337 Supplemental Insurance 7/16	R	8/10/2016	3,190.44		024276		3,190.44
09065	ERIC BEHRENDT I-080916 Safety Boots	R	8/10/2016	156.59		024277		156.59
01270	SCOTT LEWIS I-July 16 Reimburse Expenses 7/16	R	8/10/2016	1,019.75		024278		1,019.75
00215	SOUTHERN CALIFORNIA EDISON I-080816 Acct#2210502480 I-080816a Acct#2210503702 I-080816b Acct#2210505426 I-080816c Acct#2237789169 I-080816d Acct#2269631768	R	8/10/2016	163,197.77 11,233.23 1,621.37 30.94 22.66		024279 024279 024279 024279 024279		176,105.97
00048	STATE OF CALIFORNIA I-080116 State Water Plan Payment	R	8/10/2016	230,573.00		024280		230,573.00
02643	Take Care by WageWorks I-4639592 Reimburse Medical	R	8/10/2016	155.60		024281		155.60
01629	3M I-AW60381 Med. Eval. OSHA Req.	R	8/17/2016	168.00		024282		168.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02487	Abraxis, LLC							
	C-217156a							
	D-217156b	R	8/17/2016	9.38CR		024283		
	I-217156	R	8/17/2016	9.38		024283		
		R	8/17/2016	155.00		024283		155.00
01325	Aflac Worldwide Headquarters							
	I-509226	R	8/17/2016	3,190.44		024284		3,190.44
00010	AIRGAS USA LLC							
	I-9053820335	R	8/17/2016	24.48		024285		
	I-9053969290	R	8/17/2016	46.83		024285		
	I-9938326450	R	8/17/2016	64.20		024285		135.51
00011	ALERT COMMUNICATIONS							
	I-160700847101	R	8/17/2016	314.82		024286		314.82
01336	AMERICAN LIFEGUARD PRODUCTS LL							
	C-081616a	R	8/17/2016	31.82CR		024287		
	D-081616b	R	8/17/2016	31.82		024287		
	I-081616	R	8/17/2016	424.33		024287		424.33
00014	AQUA-FLO SUPPLY							
	I-953132	R	8/17/2016	16.89		024288		
	I-967531	R	8/17/2016	898.06		024288		
	I-967628	R	8/17/2016	17.64		024288		932.59
00018	AT & T MOBILITY							
	I-829434088X08142016	R	8/17/2016	11.76		024289		11.76
00020	AVENUE HARDWARE, INC							
	I-D65276	R	8/17/2016	6.77		024290		6.77
00021	AWA OF VENTURA COUNTY							
	I-06-9157	R	8/17/2016	2,500.00		024291		2,500.00
01062	BP Medical Supplies							
	C-E199925a	R	8/17/2016	59.76CR		024292		
	D-E199925b	R	8/17/2016	59.76		024292		
	I-E199925	R	8/17/2016	796.82		024292		796.82
01611	BURLINGTON SAFETY LABORATORY,							
	I-46020	R	8/17/2016	67.50		024293		67.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00055	I-July 16 Gas							
	CASITAS BOAT RENTALS Gas for Boats - LCRA	R	8/17/2016	483.49		024294		483.49
00055	I-June Cafe Passes							
	CASITAS BOAT RENTALS June Cafe Passes	R	8/17/2016	1,813.19		024295		1,813.19
00511	I-58190							
	Centers for Family Health Drug Screening for New Hires	R	8/17/2016	1,690.00		024296		
	I-60690							
	Drug Screening	R	8/17/2016	430.00		024296		2,120.00
01843	I-681433							
	COASTAL COPY Copier Usage - LCRA	R	8/17/2016	324.77		024297		
	I-683097							
	Copier Usage - District Office	R	8/17/2016	604.89		024297		929.66
00059	I-S1921364.001							
	COASTAL PIPCO PVC Parts - TP	R	8/17/2016	23.55		024298		23.55
02886	I-601308							
	Concrete Tie Seal and Conrete Patch	R	8/17/2016	635.35		024299		635.35
02861	I-50622							
	Confidential Data Destruction Shredding Service	R	8/17/2016	150.00		024300		150.00
00062	I-9009-737031							
	CONSOLIDATED ELECTRICAL Handheld Oscilloscope	R	8/17/2016	5,994.38		024301		
	I-9009-737783							
	Cutler Hammer Breaker	R	8/17/2016	1,081.72		024301		
	I-9009-737790							
	Soft Carrying Case - E&M	R	8/17/2016	42.99		024301		7,119.09
01588	I-CMWD-1604							
	CONSULTING WEST ENGINEERS Engineering Serv. Ave 2 Pump P	R	8/17/2016	3,800.00		024302		3,800.00
00719	I-81717091							
	CORELOGIC INFORMATION SOLUTION Realquest Subscription	R	8/17/2016	137.50		024303		137.50
01525	I-INV353079							
	CPS HR CONSULTING Proj#E3889 Assitant GM	R	8/17/2016	2,514.38		024304		2,514.38
02660	I-137635							
	Cumulus Broadcasting, Inc. Drought Radio Ad	R	8/17/2016	726.60		024305		726.60
00740	I-XK135P345							
	DELL MARKETING L.P. Dell OptiPlex - Admin	R	8/17/2016	789.88		024306		
	I-XK14FN2R3							
	Dell OptiPlex - LCRA Maint.	R	8/17/2016	789.88		024306		1,579.76

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02544	Department of Justice Fingerprinting	R	8/17/2016	256.00		024307		256.00
00086	E.J. Harrison & Sons Inc Acct#500139629	R	8/17/2016	1,398.35		024308		1,398.35
00095	FAMCON PIPE & SUPPLY Repair Parts - Pipeline	R	8/17/2016	376.25		024309		
	I-182111 Warehouse Stock	R	8/17/2016	1,783.43		024309		
	I-182425 Warehouse Stock	R	8/17/2016	86.00		024309		2,245.68
00013	FERGUSON ENTERPRISES INC Break off Bolts - PP	R	8/17/2016	30.32		024310		
	I-0564304 Chicago Faucet Parts-LCRA Main	R	8/17/2016	307.28		024310		337.60
00099	FGL ENVIRONMENTAL Lake Nutrient Monitoring	R	8/17/2016	1,162.00		024311		
	I-607823A Manganese Monitoring	R	8/17/2016	130.00		024311		1,292.00
00101	FISHER SCIENTIFIC Lab Supplies	R	8/17/2016	281.63		024312		281.63
00104	FRED'S TIRE MAN Poly Fill Tires for Mower #281	R	8/17/2016	100.00		024313		
	I-92873 Oil Change & Filter #11	R	8/17/2016	42.90		024313		142.90
02720	Garda CL West, Inc. Armored Truck Service	R	8/17/2016	603.29		024314		603.29
02158	Google, Inc. Google Apps	R	8/17/2016	743.22		024315		743.22
00115	GRAINGER, INC Float Switch SS Relief	R	8/17/2016	107.00		024316		
	I-9166256090 Phosphoric Acid - LCRA Maint.	R	8/17/2016	50.42		024316		
	I-9174359944 Hanging Kit - Pipeline	R	8/17/2016	26.78		024316		184.20
02217	Greg Rents Slurry Mix, Cart, Cart Cover	R	8/17/2016	136.50		024317		136.50
00596	HOME DEPOT Mini Blinds - Warehouse	R	8/17/2016	18.43		024318		
	I-3754746 Descaler Cleaning Powder	R	8/17/2016	76.95		024318		
	I-5801117 Rigid Wet/Dry Vacuum	R	8/17/2016	116.43		024318		211.81
	I-7912268							

VENDOR SET: 01 Casitas Municipal Water D
BANK: AP ACCOUNTS PAYABLE
DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00872	Irrisoft, Inc.							
I-5917	Weather Station Signal	R	8/17/2016	79.00		024319		79.00
02344	Janitek Cleaning Solutions							
I-24764A	Janitorial Service - Dist.Ofc.	R	8/17/2016	1,329.00		024320		1,329.00
00131	JCI JONES CHEMICALS, INC							
I-697077	Chlorine for TP, CM 697137	R	8/17/2016	1,770.00		024321		
I-697200	Chlorine for TP, CM 697243	R	8/17/2016	1,770.00		024321		3,540.00
02203	KEYT TV							
I-319859-1	Online Drought Ad	R	8/17/2016	150.00		024322		150.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-142-382677	Small Chemicals - WP	R	8/17/2016	364.35		024323		364.35
00151	MEINERS OAKS ACE HARDWARE							
I-729137	Padlock, Pneumatic Wheel - WP	R	8/17/2016	58.28		024324		
I-729580	Floor Glue	R	8/17/2016	7.82		024324		
I-729712	Plywood - Unit 43	R	8/17/2016	32.54		024324		
I-729740	Bolts & Screws - Garage	R	8/17/2016	13.08		024324		
I-729974	Disposable Yellow Jacket Trap	R	8/17/2016	115.91		024324		
I-729976	Yellow Jacket Control	R	8/17/2016	70.11		024324		
I-730056	Yellow & Red Flagging Tape-WP	R	8/17/2016	22.44		024324		
I-730318	Moth Balls - WP	R	8/17/2016	7.22		024324		
I-730396	Wheel Hub,Enamel,Car Shade-WP	R	8/17/2016	70.96		024324		
I-730448	Showerhead, Drain, Clamp-LCRA	R	8/17/2016	23.13		024324		
I-730489	SS Relief Repair - LCRA	R	8/17/2016	65.64		024324		
I-730549	Service & Supplies - TP	R	8/17/2016	33.12		024324		
I-730577	SS Relief Repair - LCRA	R	8/17/2016	10.23		024324		
I-730708	Flat Bib Washer - LCRA	R	8/17/2016	3.11		024324		
I-730762	Stripper Wire, Wire Conn.-LCRA	R	8/17/2016	25.98		024324		
I-730845	Large Angle Broom - E&M	R	8/17/2016	10.46		024324		
I-730856	Splice, Screwdriver,Clamp-LCRA	R	8/17/2016	31.34		024324		
I-730859	Broom Push, Paint Pail Liners	R	8/17/2016	27.14		024324		
I-731089	Latex Wall Paint, Enamel - PP	R	8/17/2016	68.84		024324		
I-731336	Wheelbarrow Tire	R	8/17/2016	48.36		024324		
I-732415	Ylw Jack. Trap,Hinge,Duct Tape	R	8/17/2016	71.49		024324		
I-732459	Bolts & Screws - E&M	R	8/17/2016	11.64		024324		828.84
00980	MISCOWATER							
I-CF11032	Chlorine Injector Parts - TP	R	8/17/2016	1,009.25		024326		1,009.25

VENDOR SET: 01 Casitas Municipal Water D
BANK: AP ACCOUNTS PAYABLE
DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00163	OFFICE DEPOT							
I-852732514001	Admin Office Supplies	R	8/17/2016	461.99		024327		
I-852732572001	Gel Wrist Pad - Admin	R	8/17/2016	16.26		024327		
I-852732573001	Keyboard Gel Pad - Admin	R	8/17/2016	23.64		024327		501.89
00625	OfficeTeam							
I-46324061	Admin Temp	R	8/17/2016	693.44		024328		693.44
01570	Ojai Auto Supply LLC							
C-378917	Reman Brake Shoes	R	8/17/2016	91.10CR		024329		
I-378262	Grommets & Brake Lights	R	8/17/2016	147.23		024329		
I-378416	Brake Pads & Shoes, Fog Lamps	R	8/17/2016	152.66		024329		
I-379768	Junction Block - LCRA	R	8/17/2016	23.64		024329		232.43
00912	OJAI BUSINESS CENTER, INC							
I-11491	Shipping - E&M & Water Quality	R	8/17/2016	90.10		024330		90.10
00884	OJAI TERMITE & PEST CONTROL, I							
I-163446	Yellow Jacket Treatment	R	8/17/2016	225.00		024331		225.00
00473	OJAI VALLEY GLASS							
I-37185	Glass Repairment - Unit 43	R	8/17/2016	317.62		024332		317.62
00169	OJAI VALLEY SANITARY DISTRICT							
I-18528	Cust # 20594	R	8/17/2016	169.29		024333		
I-18602	Cust # 52921	R	8/17/2016	56.43		024333		225.72
02021	Pacific Mechanical Supply							
I-5250864	Bearing Isolators - Unit #2	R	8/17/2016	1,297.82		024334		1,297.82
00627	PORT SUPPLY							
I-9154	SS Relief Repair - LCRA	R	8/17/2016	10.02		024335		10.02
02833	Praxair, Inc							
I-73933579	Liquid Oxygen - TP	R	8/17/2016	2,123.92		024336		
I-73963866	Liquid Oxygen	R	8/17/2016	2,086.32		024336		
I-73985960	Liquid Oxygen - TP	R	8/17/2016	2,131.35		024336		
I-73995019	Liquid Oxygen -TP	R	8/17/2016	1,993.63		024336		8,335.22
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-7767	Gas Tank Inspection - LCRA	R	8/17/2016	210.00		024337		
I-7768	Gas Tank Inspection -Main Yard	R	8/17/2016	210.00		024337		420.00

VENDOR SET: 01 Casitas Municipal Water D
BANK: AP ACCOUNTS PAYABLE
DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00313 I-18541	ROCK LONG'S AUTOMOTIVE Replace Back Window	R	8/17/2016	222.59		024338		222.59
02475 I-753841	Rutan & Tucker, LLP Acct#0295180001 7/16	R	8/17/2016	20,177.02		024339		20,177.02
01107 I-S108556	SAWYER PETROLEUM Pump Oil - Unit #88	R	8/17/2016	380.15		024340		380.15
02756 I-0644932-IN I-642428R-DM	SC Fuels Gas - Main Yard Gas & Diesel - LCRA	R R	8/17/2016 8/17/2016	3,011.26 2,925.14		024341 024341		5,936.40
01240 I-ZA17004761	SENSUS USA Sensus Support 9/16-9/17	R	8/17/2016	1,964.15		024342		1,964.15
02597 I-93033611608	Shell Gas for Unit 47	R	8/17/2016	34.32		024343		34.32
00725 I-080916	SMART & FINAL Distilled Water & Vinegar - TP	R	8/17/2016	42.59		024344		42.59
02003 I-3183	Sostre Enterprises Inc. Website CMS Fee/Hosting	R	8/17/2016	249.00		024345		249.00
02775 I-731855	Summit Training Source Online Safety Training	R	8/17/2016	3,200.00		024346		3,200.00
00057 I-373500818	SUPPLYWORKS Shower Curtain - WP	R	8/17/2016	158.15		024347		158.15
02643 I-4656009	Take Care by WageWorks Reimburse Medical	R	8/17/2016	41.10		024348		41.10
00390 I-PI0467878	TARGET SPECIALTY PRODUCTS Capstone Herbicide	R	8/17/2016	145.53		024349		145.53
01173 C-0156313-INa D-0156313-Inb I-0156313-IN	TOICO INDUSTRIES, INC. Accrue Sales Tax Accrue Sales Tax Toilet Deodorizer - Unit 55	R R R	8/17/2016 8/17/2016 8/17/2016	22.35CR 22.35 357.58		024350 024350 024350		357.58
01662 I-025-162936	TYLER TECHNOLOGIES, INC. Monthly UB Online Fees	R	8/17/2016	153.00		024351		153.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02888	UGSI Chemical Feed, Inc. I-SLS/30134042 Poly Blend Pump Parts - TP	R	8/17/2016	822.51		024352		822.51
00225	UNDERGROUND SERVICE ALERT I-720160094 87 New Ticket Charges	R	8/17/2016	130.50		024353		130.50
00185	Univar USA Inc I-LA255393 Bulk Chemicals for WP I-LA258093 Bulk Chemicals for WP I-LA261472 Bulk Chemicals for WP	R R R	8/17/2016 8/17/2016 8/17/2016	1,923.72 2,810.79 1,427.52		024354 024354 024354		6,162.03
00247	County of Ventura I-230848 Encroachment Permit	R	8/17/2016	270.00		024355		270.00
00246	VENTURA COUNTY AIR POLLUTION I-1036056 Robles Generator Permit	R	8/17/2016	576.00		024356		576.00
00257	VENTURA RIVER WATER DISTRICT I-073116 Acct#0537500A I-073116a Acct#0350100A	R R	8/17/2016 8/17/2016	182.65 14.70		024357 024357		197.35
09955	VENTURA WHOLESALE ELECTRIC I-215108 Wire Marker Book - LCRA Maint. I-215422 Washers, Slotted Channels -E&M	R R	8/17/2016 8/17/2016	32.25 53.75		024358 024358		86.00
01283	Verizon Wireless I-9769760620 Monthly Cell Charges - DO I-9769761156 Monthly Cell Charges - LCRA	R R	8/17/2016 8/17/2016	877.20 475.23		024359 024359		1,352.43
00663	WAXIE SANITARY SUPPLY I-76104679 Janitorial Supplies - DO I-76107354 Janitorial Supplies - DO I-76115455 Janitorial Supplies- DO I-76115640 Janitorial Supplies - LCRA	R R R R	8/17/2016 8/17/2016 8/17/2016 8/17/2016	85.08 471.27 5.78 2,680.05		024360 024360 024360 024360		3,242.18
00403	WESTERN WATER WORKS SUPPLY CO. I-424175-00 Warehouse Stock I-424905-00 Warehouse Stock	R R	8/17/2016 8/17/2016	818.72 763.25		024361 024361		1,581.97
02889	Wilco Distributors I-SO-006621 Ground Squirrel Traps	R	8/17/2016	208.64		024362		208.64
00124	ICMA RETIREMENT TRUST - 457 I-CUI201608151129 457 CATCH UP I-DCI201608151129 DEFERRED COMP FLAT I-DI%201608151129 DEFERRED COMP PERCENT	R R R	8/17/2016 8/17/2016 8/17/2016	461.54 1,859.62 134.71		024363 024363 024363		2,455.87

VENDOR SET: 01 Casitas Municipal Water D
BANK: AP ACCOUNTS PAYABLE
DATE RANGE: 8/10/2016 THRU 8/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01960	I-MOR201608151129	Moringa Community PAYROLL CONTRIBUTIONS	R 8/17/2016	16.75		024364		16.75
00985	I-CUN201608151129	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R 8/17/2016	211.53		024365		
	I-DCN201608151129	DEFERRED COMP FLAT	R 8/17/2016	4,083.85		024365		
	I-DN%201608151129	DEFERRED COMP PERCENT	R 8/17/2016	319.30		024365		4,614.68
00180	I-COP201608151129	S.E.I.U. - LOCAL 721 SEIU 721 COPE	R 8/17/2016	9.50		024366		
	I-UND201608151129	UNION DUES	R 8/17/2016	674.50		024366		684.00
01400	I-CS4201608151129	STATE DISBURSEMENT UNIT Payroll Deduction 10-D000121	R 8/17/2016	682.14		024367		682.14
00230	I-UWY201608151129	UNITED WAY PAYROLL CONTRIBUTIONS	R 8/17/2016	60.00		024368		60.00
02724	I-July 16	Michael Moler Reimburse Mileage 7/16	R 8/17/2016	93.42		024370		93.42
01967	I-080916	Robert Vasquez Safety Boots	R 8/17/2016	170.00		024371		170.00
00270	I-080816	Wells Fargo Bank Food for Meeting	R 8/17/2016	64.25		024372		64.25
00270	C-080816m	Wells Fargo Bank Accrue Sales Tax	R 8/17/2016	14.93CR		024373		
	C-080816n	Accrue Sales Tax	R 8/17/2016	9.00CR		024373		
	C-080816o	Accrue Sales Tax	R 8/17/2016	23.32CR		024373		
	C-080816p	Accrue Sales Tax	R 8/17/2016	13.50CR		024373		
	D-080816m	Accrue Sales Tax	R 8/17/2016	14.93		024373		
	D-080816n	Accrue Sales Tax	R 8/17/2016	9.00		024373		
	D-080816o	Accrue Sales Tax	R 8/17/2016	23.32		024373		
	D-080816p	Accrue Sales Tax	R 8/17/2016	13.50		024373		
	I-080816a	Six Flags Tickets - WP	R 8/17/2016	453.84		024373		
	I-080816b	Ergonomic Desk for Lab	R 8/17/2016	188.13		024373		
	I-080816c	Ergonomic Standing Desk	R 8/17/2016	90.84		024373		
	I-080816d	Water Noodles - WP	R 8/17/2016	149.79		024373		
	I-080816e	LED Searchlight Truck 52	R 8/17/2016	119.99		024373		
	I-080816f	Shower Mats - LCRA	R 8/17/2016	310.96		024373		
	I-080816g	Jabra Headset - Water Cons.	R 8/17/2016	179.95		024373		
	I-080816h	Standing Desks - Admin & O&M	R 8/17/2016	1,209.38		024373		
	I-080816i	Keyboard Tray - Water Cons.	R 8/17/2016	199.00		024373		
	I-080816j	Labor Posters	R 8/17/2016	209.00		024373		
	I-080816k	Miscellaneous Charges	R 8/17/2016	72.49		024373		3,183.37

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00188	PETTY CASH							
I-081716	Replenish Petty Cash	R	8/17/2016	447.63		024375		447.63

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		98	643,819.22	0.00	643,819.22
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		3	98,838.93	0.00	98,838.93
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
			101	742,658.15	0.00	742,658.15
BANK: AP		TOTALS:	101	742,658.15	0.00	742,658.15
REPORT TOTALS:			101	742,658.15	0.00	742,658.15

Calpers Annual Unfunded Accrued Liability - Aug. 16
 Void # 023601, check lost. Reissued on check # 024296

18,149.84
 (1,690.00)

 759,117.99

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVE WICKSTRUM, GENERAL MANAGER
SUBJECT: APPEAL BY MR. MICHAEL TERMONDT – WATER THEFT PENALTY
DATE: AUGUST 17, 2016

RECOMMENDATION:

It is recommended that the Board of Directors consider all facts are presented and provide direction to staff.

BACKGROUND AND DISCUSSION:

Casitas staff identified on July 20, 2016, that water being applied to the lawn at 12219 MacDonald Drive was actively moving from the property to the adjacent street, resulting in a waste of water. During further investigation of the water waste staff discovered that a Casitas water sample station, located in front of 12219 MacDonald Drive, had been forcefully entered into to gain access to un-metered water. A garden hose was in the active process of delivering un-metered water from the water sample station to the grassy hills located in the front yard of 12219 MacDonald Drive.

Staff interviewed Mr. Termondt, who claimed that he knew nothing about the hose connection, but stated that the gardener hired by Mr. Termondt may know about the hose connection. The gardener did admit to making the hose connection, but did not take any responsibility for cutting into the water sample station. Mr. Termondt did state to Casitas staff that the hose did belong to Mr. Termondt. The Ventura County Sheriff Department was brought on scene to investigate, did not make any arrest or take any action.

On July 25, 2016, pursuant to Casitas Rates and Regulations for Water Service, Section 20, an administrative notice and penalty invoice in the amount of \$1,000 was issued to Mr. Termondt for the water theft and damage to District facilities. A copy of the notice is attached. On August 12, 2016, Mr. Termondt requested an appeal hearing before the Board of Directors.

On August 18, 2016, Mr. Termondt was informed that his appeal will be considered by the Board of Directors at the regular meeting of the Board on August 24 at 3:00 PM.

Attachments:

- 1) Casitas Rates and Regulations for Water Service, Section 20
- 2) Notice of Violation – Water Theft and Water Waste, July 25, 2016
- 3) Photos, July 20, 2016
- 4) Request for Appeal by Mr. Termondt, August 12, 2016



July 25, 2016

Mr. Michael Termondt
12219 MacDonald Drive
Ojai, California, 93023

RE: Notice of Violations - Water Theft and Water Waste

Dear Mr. Termondt,

This letter serves as an administrative notice to you of Casitas' finding of water theft by you and/or agents under your control, occurring on July 20, 2016, from Casitas' water sample point.

- 1) **Water Theft** – Casitas identified on July 20, 2016, that a Casitas water sample station, located in front of your residence at 12219 MacDonald Drive, had been forcefully entered into to gain access to un-metered water. Further, a garden hose was in the active process of delivering un-metered water from the water sample station to the grassy hills located on your property. The water was actively moving from the property to the adjacent street, resulting in a waste of water.

The conditions observed above constitute a water theft by you, as you were the sole recipient of the stolen water and had full knowledge of the activity being performed by the persons under your hire.

- 2) **Damage to District Facilities** – Casitas has found that the Casitas water sample point structure has been damaged by the person(s) in attempting to gain unauthorized entry to achieve the theft of water from the Casitas system. The water sample station will need to be repaired or replaced.

Acts of water theft and the damaging waterworks are violations of California Penal Code sections 498, 624, and 625, and may be prosecuted as a misdemeanor. Casitas hereby assesses you by the attached invoice an administrative penalty of \$1,000 for the violation of water theft and damage to Casitas' facility, in accordance with the Casitas' Rates and Regulations for Water Service. Casitas reserves the right to proceed with any and all occurrences of water theft and waterworks damage with a legal remedy.

You may submit a written appeal request to Casitas no later than fifteen (15) days from the date of the administrative penalty bill or invoice. An appeal hearing would be scheduled for a regularly scheduled meeting of the Casitas Board of Directors. Should you appeal, you will be notified of the date and time of the hearing.

Further, this letter serves as a first warning of a violation of the Casitas Water Waste Prohibition Ordinance. Please take corrective actions immediately to prevent waste of water from you property to the streets.

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven E. Wickstrum", is written over a horizontal line.

Steven E. Wickstrum
General Manager

COPY

Attachment – Administrative Penalty Invoice



1055 VENTURA AVENUE
 OAK VIEW, CA 93022-9622
 TELEPHONE (805) 649-2251

INVOICE

To: Michael Termondt
 12219 MacDonalD Drive
 Ojai CA 93023

Date: 07/20/2016
 Invoice #: 201607250744
 Customer #: MS-0000134
 Invoice Total: \$1,000.00

PLEASE RETURN TOP PORTION WITH PAYMENT



Invoice

Date	Description of Service				Amount
07/25/2016	Water Waste Penalty	UNITS	TYPE	PRICE	1,000.00
		1.00	ea	1,000.00	
	Notice of Violations - Water Theft and Water Waste.				
*****THANK YOU*****					Total Due:
					\$1,000.00

Net due upon receipt
 Please reference invoice numbers on check

Incident Photos - 7/20/2016 - Water Waste, Theft, Facility Damage – 12219 MacDonald Drive

7/20/2016 - Water Waste at intersection of MacDonald Drive and Shokat Drive



7/20/2016 - Casitas Water Sample Station – Cut back strap to gain unauthorized access to water



7/20/2016 – Property Owner’s hose connection to Casitas Water Sample Station



7/20/2016 – Property Owner’s hoses running from Water Sample Station to Property Owner’s front yard



7/20/2016 – hose end as found by Casitas Staff



of the plumbing code as adopted by the local jurisdictional agency. Such installation shall be installed and maintained at the customer's sole expense.

20. CASITAS FACILITIES AND WATER.

Intentional damage to, destruction of, or tampering with Casitas facilities, and the unauthorized appropriation or theft of Casitas water shall be punishable as follows:

20.1. By termination of water service to the perpetrator.

20.2. By the assessment of liquidated damages in an amount not to exceed the actual damages incurred or \$1,000.00, whichever is greater.

The person or persons charged with one or more of the acts prescribed above shall be entitled to a hearing to be conducted substantially in accordance with the applicable provisions of the Administrative Procedures Act (Government Code Section 11500, et seq.).

Pending said hearing, the General Manager shall determine whether water service to the person or persons so charged shall be continued or discontinued. His determination shall be based on the following factors:

20.2.1 Amount of damage to Casitas facilities.

20.2.2 Amount of water lost through such damage.

20.2.3 Likelihood of the damage being repeated.

21. CHARGES FOR INTERACTING WITH THE BUREAU OF RECLAMATION ON REQUESTS FROM OTHERS.

Upon request from private parties or agencies other than the Bureau of Reclamation for Casitas to review any action which the Bureau of Reclamation needs to approve, Casitas shall charge the actual cost of that review and any charges that the Bureau of Reclamation shall charge for that review to the private party or agency other than the Bureau of Reclamation. Casitas shall make an estimate of the cost for that review and the private party or other agency shall make payment prior to the review. Any extra costs shall result in Casitas updating the cost and the private party or other agency shall pay the additional estimate prior to Casitas' submittal of the document(s) to Reclamation for approval. The actual cost shall include direct labor and equipment plus a cost for overhead.

22. REGULATION PROHIBITING WATER WASTE

22.1 WASTEFUL WATER USE All water provided to customers of Casitas Municipal Water District shall be put to reasonable beneficial use. No water provided by Casitas Municipal Water District shall be wasted.

8-12-16

TO: Steven E. Wickstrum - General Manager of Casitas Municipal Water District

RE: Administrative Penalty Invoice

Dear Steven,

We are in receipt of your Certified Letter correspondence # 70150640000520208903 which was signed and collected yesterday at the Ojai Post Office.

This letter refers to an incident on July 20th, 2016 whereby Casitas Water District employees found a standard garden hose hooked up to an apparent Casitas water sample station, which happens to reside on our property we purchased in Rancho Matilija. We moved in here in 2013 and Severo Lara, who maintains our property as well as a number of other properties in Rancho Matilija stayed on to maintain our property. He has maintained this property for years.

The letter alleges that we somehow were involved in forcefully entering the sample station to gain access to unmetered water. Cinnamon who works for Casitas Water was also onsite when your employees called the Police to have them come and process me and this Police report. Cinnamon took pictures and even the Police state that the hose connection on this access point was very old and rusted. We bought the home in 2013 and have no interest in stealing or wasting our valuable water supply. There are no marking of any type on this sample station and as it is quite inconvenient to access for Severo Lara so typically not considered for use. If this was old and rusty, why didn't Casitas notice this when the tested water from this test port? It would appear that neither of us were aware of the situation.

We pay Severo Lara a monthly fee for his service. We pay our Casitas Water bill on time every month and have lived within Casitas Municipal Water District for 30 years now. We have never had an issue.

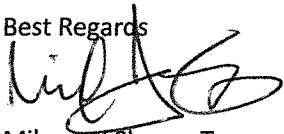
This letter is created to request a written appeal and can meet with your Board of Directors. Since the certified letter was not collected until 8-11-16, we cannot abide by your request for written appeal within 15 days of the date of the invoice which apparently was created on the same day as the alleged infraction. We request to please be put on the next scheduled Board of Directors Agenda.

I would also like to point out that I am on the governing Board of Directors of Rancho Matilija. I have told Cinnamon that I can prepare a meeting with Casitas and Rancho Matilija Home owners to discuss solutions to address current water restrictions. We will do this regardless.

Please feel free to contact me and let me know the next steps.

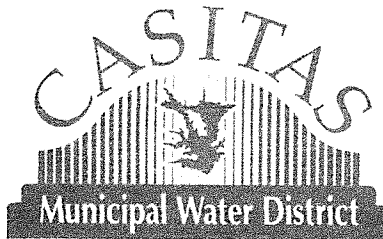
Thank you!

Best Regards



Mike and Sharon Termond - 12219 Macdonald Drive Ojai, CA 93023

805-794-3970



July 25, 2016

Mr. Michael Termond
12219 MacDonald Drive
Ojai, California, 93023

RE: Notice of Violations - Water Theft and Water Waste

Dear Mr. Termond,

This letter serves as an administrative notice to you of Casitas' finding of water theft by you and/or agents under your control, occurring on July 20, 2016, from Casitas' water sample point.

- 1) **Water Theft** – Casitas identified on July 20, 2016, that a Casitas water sample station, located in front of your residence at 12219 MacDonald Drive, had been forcefully entered into to gain access to un-metered water. Further, a garden hose was in the active process of delivering un-metered water from the water sample station to the grassy hills located on your property. The water was actively moving from the property to the adjacent street, resulting in a waste of water.

The conditions observed above constitute a water theft by you, as you were the sole recipient of the stolen water and had full knowledge of the activity being performed by the persons under your hire.

- 2) **Damage to District Facilities** – Casitas has found that the Casitas water sample point structure has been damaged by the person(s) in attempting to gain unauthorized entry to achieve the theft of water from the Casitas system. The water sample station will need to be repaired or replaced.

Acts of water theft and the damaging waterworks are violations of California Penal Code sections 498, 624, and 625, and may be prosecuted as a misdemeanor. Casitas hereby assesses you by the attached invoice an administrative penalty of \$1,000 for the violation of water theft and damage to Casitas' facility, in accordance with the Casitas' Rates and Regulations for Water Service. Casitas reserves the right to proceed with any and all occurrences of water theft and waterworks damage with a legal remedy.

You may submit a written appeal request to Casitas no later than fifteen (15) days from the date of the administrative penalty bill or invoice. An appeal hearing would be scheduled for a regularly scheduled meeting of the Casitas Board of Directors. Should you appeal, you will be notified of the date and time of the hearing.

Further, this letter serves as a first warning of a violation of the Casitas Water Waste Prohibition Ordinance. Please take corrective actions immediately to prevent waste of water from you property to the streets.

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

Steven E. Wickstrum
General Manager

Don MERCURY

Attachment – Administrative Penalty Invoice



1055 VENTURA AVENUE
 OAK VIEW, CA 93022-9622
 TELEPHONE (805) 649-2251

INVOICE

To: Michael Termondt
 12219 MacDonald Drive
 Ojai CA 93023

Date: 07/20/2016
 Invoice #: 201607250744
 Customer #: MS-0000134
 Invoice Total: \$1,000.00

PLEASE RETURN TOP PORTION WITH PAYMENT



Invoice

Date	Description of Service				Amount
07/25/2016	Water Waste Penalty	UNITS 1.00	ea	TYPE PRICE 1,000.00	1,000.00
	Notice of Violations - Water Theft and Water Waste.				
*****THANK YOU*****					Total Due:
					\$1,000.00

Net due upon receipt
 Please reference invoice numbers on check

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVE WICKSTRUM, GENERAL MANAGER
SUBJECT: REVIEW OF THE JOINT POWERS AGREEMENT FOR THE UPPER VENTURA RIVER GROUNDWATER AGENCY
DATE: AUGUST 17, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review the Draft Agreement, discuss any questions, and recommend bring the Agreement forward to the first Board meeting of September 2016 to sign the Agreement and appoint a Casitas representative to the Upper Ventura River Groundwater Agency.

BACKGROUND AND DISCUSSION:

In December 2014, The Casitas Board of Directors adopted a resolution declaring an intent to participate in the development of a Groundwater Sustainability Agency in a cooperative participation with other local agencies. Since that time, Directors Pete Kaiser and Mary Bergen, and the General Manager, have been engaged with other local agencies to develop a Joint Powers Agreement to form the Upper Ventura River Groundwater Agency. At this time, it is requested of the Casitas Board of Directors to read and discuss any questions regarding the Agreement and consider the appointment of Casitas representation on the Agency Board. Be advised that unless there is a critical need to change or edit the Agreement, changes and edits will not be received by the formation committee at this time.

The final draft of the Agreement is to be considered for execution by the multiple agencies in September 2016 and at the same time, the Board should appoint a representative to the Agency and may appoint one alternative representative. Once the Agreement is fully executed by all agencies, the Agency Board will proceed with the formation tasks and the implementation of the Groundwater Sustainability Act.

Attachment:

- 1) Joint Exercise of Powers Agreement by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District creating the Upper Ventura River Groundwater Agency – September 2016

JOINT EXERCISE OF POWERS AGREEMENT

by and among

THE CASITAS MUNICIPAL WATER DISTRICT

THE CITY OF SAN BUENAVENTURA

THE COUNTY OF VENTURA

THE MEINERS OAKS WATER DISTRICT

and

THE VENTURA RIVER WATER DISTRICT

creating

THE UPPER VENTURA RIVER GROUNDWATER AGENCY

SEPTEMBER 2016

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**JOINT EXERCISE OF POWERS AGREEMENT
THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

This **Joint Exercise of Powers Agreement** (“**Agreement**”) is made and effective on the last date executed (“**Effective Date**”), by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, sometimes referred to herein individually as a “**Member**” and collectively as the “**Members**,” for purposes of forming the Upper Ventura River Groundwater Agency (“**Agency**”) and setting forth the terms pursuant to which the Agency shall operate. Capitalized defined terms used herein shall have the meanings given to them in Article 1 of this Agreement.

RECITALS

- A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.
- B. For groundwater basins designated by the Department of Water Resources (“**DWR**”) as medium- and high-priority, SGMA requires designation of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, and adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2022.
- C. The Upper Ventura River Basin (designated basin number 4-3.01 in the DWR’s Bulletin No. 118) (“**Basin**”) is designated as a medium-priority sub-basin.
- D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.
- E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority.
- F. The Joint Exercise of Powers Act of 2000 (“**Act**”) authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.
- G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

H. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

I. The governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed.

TERMS OF AGREEMENT

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the following meanings for purposes of this Agreement:

- 1.1 "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.
- 1.2 "Agreement" has the meaning assigned thereto in the Preamble.
- 1.3 "Auditor" means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 13.3 of this Agreement.
- 1.4 "Agency" has the meaning assigned thereto in the Preamble.
- 1.5 "Basin" has the meaning assigned thereto in Recital C.
- 1.6 "Board of Directors" or "Board" means the governing body of the Agency as established by Article 6 of this Agreement.
- 1.7 "Bylaws" means the bylaws adopted by the Board of Directors pursuant to Article 11 of this Agreement to govern the day-to-day operations of the Agency.
- 1.8 "Director" and "Alternate Director" shall mean a director or alternate director appointed by a Member pursuant to Article 6 of this Agreement.
- 1.9 "DWR" has the meaning assigned thereto in Recital B.
- 1.10 "Effective Date" has the meaning assigned thereto in the Preamble.
- 1.11 "Executive Director" means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of this Agreement.
- 1.12 "Farm Bureau" means the Farm Bureau of Ventura County.
- 1.13 "GSA" has the meaning assigned thereto in Recital B.

- 1.14 “GSP” has the meaning assigned thereto in Recital B.
- 1.15 “Member” has the meaning assigned thereto in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.
- 1.16 “Member Director” means a Director appointed pursuant to Article 6 of this Agreement that represents a Member.
- 1.17 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the Agency to be appointed by the Board of Directors pursuant to Section 7.1 of this Agreement.
- 1.18 “Quorum” shall have the meaning assigned to it in Section 9.1.
- 1.19 “SGMA” has the meaning assigned thereto in Recital A.
- 1.20 “Special Projects” shall mean a project undertaken pursuant to Article 17.
- 1.21 “Stakeholder Director” means a Director appointed pursuant to Article 6 that represents stakeholder interests.
- 1.22 “State” means the State of California.
- 1.23 “Supermajority” shall mean six (6) out of seven (7) affirmative votes when all Directors are present and eligible to vote. If only six (6) Directors are in attendance and one (1) Director is prevented from voting due to a conflict of interest, a supermajority vote shall be calculated as five (5) affirmative votes. If only six (6) Directors are in attendance and two (2) Directors are prevented from voting due to a conflict of interest, a supermajority shall be calculated as four (4) affirmative votes, provided that all four (4) affirmative votes are by Member Directors. If fewer than six (6) Directors are in attendance at the meeting, a matter subject to a supermajority vote pursuant to Section 9.3 shall not be called for a vote.

ARTICLE 2 CREATION OF THE AGENCY

2.1 Creation of the Agency. There is hereby created pursuant to the Act a joint powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Upper Ventura River Groundwater Agency (“**Agency**”). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by

Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

2.2 Purpose of the Agency. Each Member to this Agreement has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern water supply, water management, or land use responsibilities within the Basin either alone or in cooperation with other public or private non-member entities, and each is a local agency eligible to serve as the GSA in the Basin, either alone or jointly through a joint powers agreement as provided for by SGMA. This Agreement is being entered into in order to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner herein set forth, in order to effectuate the purposes of this Agreement. The purpose of the Agency is to serve as the GSA for the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

ARTICLE 3 TERM

This Agreement shall become effective upon its execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 4 POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Agency, including but not limited to the following powers, together with such other powers as are expressly set forth in the Act and in SGMA. For purposes of Government Code section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Ventura, and in the event of the withdrawal of the County of Ventura as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of San Buenaventura.

4.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA.

4.2. To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

4.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of a GSP for the Basin.

4.4. To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin.

- 4.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.
- 4.6. To make and enter contracts necessary to the full exercise of the Agency's power.
- 4.7. To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.
- 4.8. To exercise jointly the common powers of the Members, as directed by the Board, in developing and implementing a GSP for the Basin.
- 4.9. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.
- 4.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.
- 4.11. To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.
- 4.12. To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.
- 4.13. To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.
- 4.14. To exchange and distribute water.
- 4.15. To regulate groundwater extractions as permitted by SGMA.
- 4.16. To spread, sink and inject water into the Basin.
- 4.17. To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.
- 4.18. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.
- 4.19. To develop and facilitate market-based solutions for the use and management of water rights.

4.20. To acquire property and other assets by grant, lease, purchase, bequest, devise, gift, or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Agency's powers.

4.21. To sue and be sued in the Agency's own name.

4.22. To provide for the prosecution of, defense of, or other participation in, actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest and may employ counsel and other expert assistance for these purposes.

4.23. To exercise the common powers of its Members to develop, collect, provide, and disseminate information that furthers the purposes of the Agency, including but not limited to the operation of the Agency and adoption and implementation of a GSP for the Basin to the Members' legislative, administrative, and judicial bodies, as well the public generally.

4.24. To accumulate operating and reserve funds for the purposes herein stated.

4.25. To invest money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as that section now exists or may hereafter be amended.

4.26. To undertake any investigations, studies, and matters of general administration.

4.27. To undertake Special Projects, as deemed appropriate by the Board of Directors.

4.28. To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

ARTICLE 5 MEMBERSHIP

5.1 Members. The Members of the Agency shall be the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. It is recognized that a public agency (as defined by the Act) that is not a Member on the Effective Date of this Agreement may wish to participate in the Agency. Additional public agencies may become members of the Agency upon such terms and conditions as established by the Board of Directors and upon the unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all of the Members, including the additional public agency. The addition of new Members shall not affect any rights of existing Members without the consent of all affected Members.

ARTICLE 6
BOARD OF DIRECTORS AND OFFICERS

6.1 Formation of the Board of Directors. The Agency shall be governed by a Board of Directors (“**Board of Directors**” or “**Board**”). The Board shall be composed of seven (7) Directors consisting of the following representatives, who shall be appointed in the manner set forth in Section 6.3:

6.1.1 One (1) representative appointed by the governing board of each Member.

6.1.2 Two (2) Stakeholder Directors, one of which shall be representative of agricultural stakeholders and interests within the Basin and one of which shall be representative of environmental stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet one or more of the following three criteria, determined at the sole discretion of the Member Directors: (i) own and operate an agricultural business with its principal operations on land overlying the Basin; (ii) own or lease property overlying the Basin and extract groundwater from the Basin for the irrigation of at least two (2) acres of crops in commercial operation; or (iii) be a representative of an agricultural organization currently active within the Members’ service area boundaries. The Agricultural Stakeholder shall also have no active litigation against the Agency or any of its Members.

(b) Environmental Stakeholder Director. The Environmental Stakeholder Director shall be an active member of a nonprofit, 501(c)(3) organization which, at the sole discretion of the Member Directors, meets the following requirements: (i) is currently active within Ventura County; (ii) has an adopted budget; (iii) has a mission that advances, or is furthered by, groundwater sustainability; and (iv) has no active litigation against the Agency or any of its Members.

6.2 Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 4, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 One (1) representative from the Casitas Municipal Water District shall be appointed by resolution of the Casitas Municipal Water District Board of Directors.

6.3.2 One (1) representative from the City of San Buenaventura shall be appointed by resolution of the City of San Buenaventura City Council.

6.3.3 One (1) representative from the County of Ventura shall be appointed by resolution of the County of Ventura Board of Supervisors.

6.3.4 One (1) representative from the Meiners Oaks Water District shall be appointed by resolution of the Meiners Oaks Water District Board of Directors.

6.3.5 One (1) representative from the Ventura River Water District shall be appointed by resolution of the Ventura River Water District Board of Directors.

6.3.6 The two (2) Stakeholder Directors shall be appointed as follows:

(a) Agricultural Stakeholder Director: The Member Directors shall select the Agricultural Stakeholder Director from a list of three (3) qualified nominees submitted by the Farm Bureau of Ventura County (“**Farm Bureau**”). The Farm Bureau shall submit its nominees to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) Environmental Stakeholder Director. The Member Directors shall select the Environmental Stakeholder Director from qualified nominees submitted by environmental nonprofit, 501(c)(3) organizations meeting the criteria specified in Section 6.1.2(b). The nominations shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and shall appoint the Environmental Stakeholder Director upon simple majority vote of all Member Directors.

6.4 Alternate Directors. Each Member may also appoint one Alternate Director to the Board of Directors. A Stakeholder Director shall not have an Alternate Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 6.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board.

6.5 Term, Reappointment, and Removal. Directors and Alternate Directors shall serve for terms of two (2) years, provided that for the purpose of establishing staggered terms among the Directors and Alternate Directors three (3) of the Member Directors and their respective Alternate Directors shall serve an initial term of three (3) years. The Member Directors and Alternative Directors that will serve an initial term of three (3) years shall be determined by resolution of the Board of Directors at its first meeting. A Member Director or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her. A Member Director or Alternate Director shall be either a member of the appointing agency's staff or governing board and shall cease to be a Member Director or Alternate Director when no longer a member of the appointing agency's staff or governing board. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

6.6 Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 6.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 6.5. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director by written notice signed by an authorized representative of the Member. The written notice shall include a resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

ARTICLE 7 OFFICERS

7.1 Officers. Officers of the Agency shall be a Chair, Vice Chair, Secretary, and Treasurer. The Treasurer shall be appointed consistent with the provisions of Section 13.3. The Vice Chair, or in the Vice Chair's absence, the Secretary, shall exercise all powers of the Chair in the Chair's absence or inability to act.

7.2 Appointment of Officers. Officers shall be elected by, and serve at the pleasure of, the Board of Directors, in accordance with the Bylaws.

7.3 Principal Office. The principal office of the Agency shall be established by the Board of Directors, and may thereafter be changed by a simple majority vote of the Board.

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Ventura, California, within sixty (60) days of the Effective Date of this Agreement.

8.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board, within the jurisdictional boundaries of one or more of the Members, and at such times as may be determined by the Board.

8.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors in accordance with the provisions of Government Code section 54956.

8.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code sections 54950, *et seq.*). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*)

ARTICLE 9 MEMBER VOTING

9.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the total number of Directors plus one Director (“**Quorum**”). In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of a simple majority of Directors present, but no other business may be transacted at the meeting. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person or participates telephonically, provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act.

9.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Agency business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

9.3 Affirmative Decisions of the Board of Directors. The structure of voting and the determination of affirmative decisions of the Board of Directors, as set forth herein, are designed to encourage and facilitate consensus, pursuant to the following procedure:

9.3.1 First Reading. A matter may be approved on the first reading of the matter pursuant to a unanimous vote of all Directors.

9.3.2 Second Reading. If unanimity is not obtained on the first reading of a matter, the Board shall continue a final vote on the matter for a second reading. The second reading shall occur at the next regular meeting of the Board, unless upon a simple majority vote, the Board votes to continue the second reading of the matter to another regular or special meeting of the Board.

(a) Matters Requiring Supermajority Vote on Second Reading.

Decisions concerning the following matters shall require a supermajority vote in order to pass on the second reading: (i) any capital expenditure of \$50,000 or more; (ii) the Agency's annual budget and amendments thereto; (iii) the GSP for the Basin or any amendments thereto; (iv) the Agency's adoption of groundwater extraction fees; (v) the Agency's adoption of any taxes, fees, or assessments subject to Proposition 218; (vi) the issuance of assessments for contributions by Members pursuant to Section 14.2; or (vii) any stipulation to resolve litigation concerning groundwater rights within, or groundwater management for, the Basin. A supermajority vote shall be calculated pursuant to Section 1.23.

(b) Simple Majority Vote for All Other Matters on Second Reading.

Unless otherwise specified in this Agreement, for all matters not specified in Section 9.3.2(a), an affirmative decision of the Board on the second reading shall require a simple majority of all Directors present at the meeting and eligible to vote on the matter.

**ARTICLE 10
EXECUTIVE DIRECTOR AND STAFF**

10.1 Appointment. The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

10.2 Duties. If appointed, the Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.3 Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

10.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency, subject to the approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

**ARTICLE 11
BYLAWS**

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Agency to govern the day-to-day operations of the Agency. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

**ARTICLE 12
ADVISORY COMMITTEES**

The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each committee shall include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Agency.

**ARTICLE 13
ACCOUNTING PRACTICES**

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Agency shall run from July 1 to June 30.

13.3 Appointment of Treasurer and Auditor; Duties. The Treasurer and Auditor shall be appointed and/or retained in the manner, and shall perform such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the Act. The Treasurer shall be bonded in accordance with the provisions of Government Code section 6505.1.

**ARTICLE 14
BUDGET AND EXPENSES**

14.1 Budget. Within one hundred and twenty (120) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or assessment(s) of contributions by Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year.

14.2 Agency Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Agency, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Agency and the GSP for the Basin as provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code), through voluntary contributions from Members, and through the assessment of Member contributions, with the intent that the Agency will reimburse each Member at a later date. Such assessment of Member contributions shall be in the amount and frequency determined necessary by a supermajority vote of the Board (as set forth is Section 9.3) and shall be paid by each Member to the Agency within one hundred and twenty (120) days of assessment by the Board, unless otherwise directed by the Board.

14.3 Return of Contributions. The Agency may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Agency may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (i) any distributions shall be made in proportion to the contributions paid by each Member to the Agency, and (ii) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 14.2, shall be returned to the contributing Member, together with accrued interests at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Agency shall hold title to all funds and property acquired by the Agency during the term of this Agreement.

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.11, provided such issuance be approved by a unanimous vote of the Member Directors.

ARTICLE 15 LIABILITIES

15.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not the individual Members.

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

15.3 Hazardous Materials. The Agency shall not handle, receive, use, or dispose of hazardous materials unless first amending this Agreement to provide indemnification by the Agency of all of Members in relation to the Agency's handling, receipt, use or disposal of hazardous materials.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Subject to the Dispute Resolution provisions set forth in Section 18.9, a Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the Executive Director.

16.2 Rescission or Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Sections 4.11 and 14.4. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

16.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Agency for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 17 SPECIAL PROJECTS

17.1 Special Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate Special Projects that involve fewer than all Members. No Member shall be required to be involved in a Special Project that involves fewer than all Members.

17.2 Special Project Agreement. With the prior approval of the Board of Directors, Members may undertake Special Projects in the name of the Agency. Prior to undertaking a Special Project, the Members electing to participate in the Special Project shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement; and (ii) the Members to the activity agreement shall indemnify, defend and hold the Agency, and the Agency's other Members, harmless from and against any liabilities, costs or expenses of any kind resulting from the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Project shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Project.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the City Clerk or Board Secretary of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

18.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

18.4 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

18.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.9 Dispute Resolution. In the event that any dispute arises among the Members relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, (iii) a Member proposing to withdraw from membership in the Agency, or (iv) a Member proposing to initiate litigation in relation to legal rights to groundwater within the Basin or the management of the Basin, the aggrieved Member or Members proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from membership. Within forty-five (45) days after such written notice, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action or prior to withdrawal of a Member proposing to withdraw from membership. The mediation shall be no less than a full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members. The mediator shall be either voluntarily agreed to or appointed by the Superior Court upon a suit and motion for appointment of a neutral mediator. Upon completion of mediation, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy or withdraw from membership as otherwise authorized pursuant to this Agreement. The Agency may, at its discretion, participate in mediation upon request by a Stakeholder Director concerning a dispute alleged by the Stakeholder Director concerning the management of the Basin or rights to extract groundwater from the Basin, with the terms of such mediation to be determined in the sole discretion of the Member Directors.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

18.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

18.12 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

CASITAS MUNICIPAL WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

MEINERS OAKS WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

VENTURA RIVER WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____

Title: _____

By: _____

Title: _____

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: Steve Wickstrum, General Manager
FROM: Carol Belser, Parks Services Manager
SUBJECT: Approval of Park Ranger/Park Services Officer Division Manager
DATE: August 17, 2016

RECOMMENDATION

Approve a management level Park Ranger/Park Services Officer or “Division Officer” position to oversee the formation and implementation of the Park Ranger division and to integrate the existing Park Services Officer personnel into the division, by assigning duties and responsibilities and interfacing with the Park Rangers, supervising all division personnel.

BACKGROUND

The Lake Casitas Recreation Area is open and serves customers 24/7, 365 days a year. In support of identifying the operational, security and safety needs of the customers and staff, on May 25, 2016, the Board approved a Park Ranger classification. The Park Ranger classification employees will operate under comprehensive general orders (policies) and will enforce Casitas’ Ordinances. The division requires leadership expertise in law enforcement with the end result being to have a Park Ranger division that will have an equal balance of enforcement and customer service. Additionally, adding Park Rangers back into the force at the Recreation Area creates a need to coordinate existing Park Services Officers with Park Rangers and assist the Park Services Manager in aligning the Park Rangers with the other divisions of the Recreation Area’s operations which are Maintenance, Casitas Water Adventure and Guest Services.

The requested position is “at-will” under a yearly contract renewable from year to year with exempt status. The incumbent will be considered a Manager but working under the Park Services Manager. The exempt status is compatible with the 24/7 demands of the Recreation Area and allows the flexibility of being available at all times. This greatly benefits and supports the customers and the Recreation Area operations. An added benefit of an exempt position is that it is cost effective and compatible with overtime and stand-by requirements.

SUMMARY

As Park Services Manager, I had investigated and recommended to Human Resources that consideration be given to a supervisor level position and had discussed and reviewed this need with SEIU dating back to early 2015. This request is compatible with that long term goal, but in the interim this position will be filled by a thirty-five year veteran (retired) of the Ventura County Sheriff’s Office who will bring law enforcement and public interaction expertise to the Recreation Area. This individual is currently working as a part-time employee assisting in the development of a draft Park Ranger Policy Manual, gaining insight to the operational changes that are needed and bringing in part-time support staff. It is anticipated that the proposed management, at-will, year to year position will be eliminated at the expiration of the term and at that time I will seek approval to hire a permanent supervisor level employee with exempt status.

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVE WICKSTRUM, GENERAL MANAGER
SUBJECT: AWARD CONTRACT – WATER SECURITY PROJECT ANALYSIS – WATER RESOURCES ENGINEERING ASSOCIATES
DATE: AUGUST 18, 2016

RECOMMENDATION:

It is recommended that the Board of Directors award a purchase order contract to perform a water security project analysis in the amount not to exceed \$25,000 and direct staff to administer the contract.

BACKGROUND AND DISCUSSION:

At the request of the Water Resources Committee and direction received from the Board of Directors, the attached proposal for water security project analysis was requested of and received from Water Resources Engineering Associates. The project analysis is directed to provide insight to additional water resources and the viability of projects that may generate additional water supply.

The proposal for the scope of work is for a fee not to exceed \$25,000. The consultant is ready to begin work upon the issuance of the purchase order contract and complete all work by October 7, 2016.



WATER RESOURCE ENGINEERING ASSOCIATES

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS IN WATER AND WASTEWATER
COLLECTION, CONSERVATION, DISTRIBUTION AND TREATMENT

August 17, 2016

Casitas Municipal Water District
Attn: Steve Wickstrum, General Manager
1055 Ventura Avenue
Oak View, California 93022

Re: Water Security Project Analysis Proposal

Dear Steve,

Pursuant to your request, we are pleased to submit a proposal for a report to identify and evaluate the technical and financial feasibility of implementing alternative “new” water supply projects for Casitas Municipal Water District (CMWD).

We will be teaming with Jordan Kear, Kear Groundwater, on this project, due to his personal knowledge of the local water groundwater systems. We understand that time is of the essence to completing this initial study of options. We are committed to have this work completed by October 7, 2016.

Task Scope:

Task 1 – Attend Brainstorming Session – Consultants with Casitas Staff

Task 2 – Work with CMWD to Rank Brainstormed Projects

Task 3 – Perform an Evaluation of the top five Projects

Task 4 – Prepare a Report on Results

Task 5 – Present Report Findings to Staff and Board

Key Evaluation Parameters:

Each of the projects considered will include the following details in the analysis:

1. Project Description
2. Project Elements
3. Water Production Capacity
4. Reliability of supply
5. Agencies of Interest/Support/Opposition

6. Water Rights
7. Water Quality
8. Environmental Impacts
9. Difficulties in Implementation
10. System Integration
11. Project Timeline Estimate
12. Cost of the project
 - a. Capital Cost
 - i. Environmental Permitting – CEQA/NEPA, regulatory
 - ii. Design/Engineering
 - iii. Data Collection/Investigation
 - iv. Property/easement acquisition
 - v. Contracting/construction
 - b. Annual Operational Cost
 - c. Total Annualized Cost
13. Other Parameters

Deliverables:

We will provide a written report that summarizes the matrix of projects and key parameters that have been evaluated. Included will be one presentation to the Water Resources Committee and one presentation to the Board of Directors.

Proposal:

We propose to complete the scope of work above, the evaluation of the top 5 ranked projects, for a fee not to exceed \$25,000.

We understand that you will develop a purchase order contract for the work. We will send insurance endorsements as soon as we get the requirements.

Notice of Licensure:

As required under the California Codes and Regulations, Title 16, Chapter 5, Section 463.5, Notice of Licensure, client is hereby advised that Louis M. Nagy, P.E., dba Water Resource Engineering Associates, is licensed by the State of California to provide Civil Engineering services (License Number C047648). Specific project services will be provided under Mr. Nagy's direction.

Please call if you have any questions, or require further information.

Sincerely,



Louis M. Nagy
RCE #47648, Principal Engineer

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVEN E. WICKSTRUM, GENERAL MANAGER
FROM: NEIL COLE, PRINCIPAL CIVIL ENGINEER
SUBJECT: AUTHORIZE GENERAL MANAGER TO EXPEND UP TO \$20,000 FOR
3M PUMP PLANT ROAD WORK
DATE: 08/19/2016

Recommendation:

It is recommended that the Board of Directors authorize the General Manager to expend up to \$20,000 for Casitas' share of road maintenance work at the 3M Pump Plant.

Background and Discussion:

The access road to the 3M Pump Plant is badly deteriorated. This road is used to access the pump plant and three other properties. The adjacent property owners have contacted Casitas about sharing the cost to repave the road. The adjacent property owners have obtained cost estimates from qualified contractors. Casitas' share of the cost is \$19,949.87. The cost breakdown is based on the length of the road being used by each of the neighbors i.e. the first portion of the road is used by Casitas and three neighbors, so each party will pay 25% of the cost to pave this portion of the road. This amount is reasonable based on the scope of work and is within the budget amount of \$20,000. Mr. Jamie Bennett is heading the project for the adjacent property owners.

The cost proposal received by Mr. Bennett is attached. Casitas will participate in items numbered 1, 2 and 5.

The project is categorically exempt from CEQA under Section 15301-Existing Facilities. FY 2016-17 Budget includes \$20,000 for this work.



Neil Cole <ncole@casitaswater.com>

Fwd: Upper Ojai pumping station road replacement. Updated Merriman Paving Main Road Bid Proposal

1 message

Neil Cole <ncole@casitaswater.com>
To: Neil Cole <ncole@casitaswater.com>

Thu, Aug 18, 2016 at 10:49 AM

Merriman Paving & Excavating
Merriman Paving Bid Proposal
Dean Merriman
Max Merriman
P.O. Box 946
Oak View CA, 93022
[\(805\)649-9586](tel:(805)649-9586)
08/04/2016

Jamie Bennett
10465 Santa Paula Rd
Ojai CA

All work to be completed will include 3" of Hot Mix Asphalt and 6" Compacted Rock Base *CASITAS WATER HAS TWO OPTIONS

- 1. Route 150 to Bee Hill Cut off**
Total: \$34,325.50 Divided 4 Ways: \$8,581.37 each
Total Square Feet: 9,813 SQ. FT.

- 2. Bee Hill to cut off to Casitas cut off**
Total: \$14,166.90 Divided 3 Ways: \$4,722.30 each
Total Square Feet: 4,050 SQ. FT.

- 3. Casitas cut off to fence by creek**
Total: \$8,604.20 Divided 2 Ways: \$4,302.10 each
Total Square Feet: 2,460 SQ. FT.

- 4. Casitas Option #1 **6" of Compacted rock base only****
Casitas cut off to Casitas Fence/entrance
Total: \$3,940.00

Total Square Feet: 1,900 SQ. FT.

5. Casitas Option #2 **6" of Compacted rock base and 3" of Hot Asphalt Mix**

Casitas Cut off to Casitas Fence/entrance

Total: \$6,646.20

Total Square Feet: 1,900 SQ. FT.

6. Merriman Paving & Excavating Will supply the toilet for this job.

7. Total Main road Job Cost: \$57,096.60

8. Total Job Cost for Casitas Water with Option #1: \$17,243.67

9. Total Job Cost for Casitas Water with Option #2: \$19,949.87

Owner Signature: _____

Jamie Bennett Signature: _____

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVEN E. WICKSTRUM, GENERAL MANAGER
SUBJECT: REVIEW OF DRAFT RESALE MEMORANDUM OF UNDERSTANDING FOR
WATER ALLOCATION ASSIGNMENT AND INTEGRATED MANAGEMENT OF
LOCAL WATER SUPPLIES
DATE: AUGUST 17, 2016

RECOMMENDATION:

It is recommended that the Board of Directors read and provide the General Manager comments and direction to move forward with obtaining authorizations from resale agencies to enter into the Memorandum of Understanding.

BACKGROUND AND DISCUSSION:

The Casitas Board of Directors have recognized the importance of our local surface and groundwater supplies to be integrated in such a manner that agencies cooperate, share information, and have coordinated responses and information to meet the water needs of western Ventura County. We realize this important need even more so as the drought continues to affect all water supplies. At this time, Casitas has applications for service for most, if not all other groundwater purveyors, recognized by Casitas Resale customers. It became apparent that a memorandum of understanding would help with the interagency coordination of water supplies, identify annual deficiencies and need for supplemental surface water, and place the expectation of water conservation equally on the shoulders of all water consumers residing within the boundaries of the Casitas Municipal Water District.

A draft Memorandum of Understanding is attached for review, discussion, and consideration to ask for cooperative participation by Casitas' resale customers through the execution of the MOU. The concept is have an annual assessment of water availability and demand, determine the need for Lake Casitas water, and to set a limit on the availability of lake Casitas water that is consistent with all other Casitas customer classifications. Annually the resale agency and casitas could agree on a certain amount of allocation available and set a conservation penalty for water used in excess of the allocation.

To date, the MOU has been discussed with the General Managers of Ventura River Water District and Meiners Oaks Water District. I have had initial discussion with Golden State Water Company and need a follow up discussion to address their questions.

If you have any questions in this regard, please do not hesitate to discuss these questions with me.

MEMORANDUM OF UNDERSTANDING
FOR WATER ALLOCATION ASSIGNMENT AND
INTEGRATED MANAGEMENT OF LOCAL WATER SUPPLIES

This Memorandum of Understanding (“MOU”) is by and between the Casitas Municipal Water District (“Casitas”) and Ground Water Purveyor (“GWP”), hereinafter collectively as the “Parties”.

RECITALS

This MOU is based on the following facts, understandings and intentions of the Parties:

- A. Casitas is a Municipal Water District formed pursuant to the Municipal Water District Act of 1911 codified as Division XX of the California Water Code (commencing with Section 71000) for the purpose of conserving, storing, distributing, and selling water; and
- B. Casitas is responsible for the operation and maintenance of the Ventura River Project and the water supply that is diverted and stored in Lake Casitas for delivery to beneficial uses with the consideration of the safe yield of the Ventura River Project and the availability of water in Lake Casitas; and
- C. Casitas has adopted a Water Efficiency and Allocation Program (WEAP) that provides the full discretion to the Casitas Board of Directors in managing Lake Casitas water supplies under all water storage conditions of Lake Casitas.
- D. GWP is a supplier of water within its service area, providing groundwater as the primary water resource and purchasing supplemental water from Casitas, under the conditions of a Casitas Water Service Application and where applicable, a Water Service Agreement; and
- E. The beneficial uses of water within GWP’s service area are primarily for urban purposes, residential and business, and may include commercial agricultural purposes; and
- F. The GWP has assessed the condition and reliability of its groundwater supply, water demands within GWP service area, and recognizes that during drought conditions the GWP may need to acquire additional supplemental water from Casitas to meet the GWP customer water demands and may need to cause GWP customers to reduce water demands.
- G. Casitas and GWP recognize the need to coordinate water supplies of each to lessen the impacts of drought and to require demand reductions of all water customers in an equitable manner.

- H. On May 5, 2015, the State Water Board adopted drought emergency regulations to support water conservation (Resolution No. 2015-0032), which set calendar year 2013 as the conservation standard from which each urban water supplier would reduce its potable water production by a specified percent as compared to the amount used in the same month in 2013.

PURPOSE

The purpose of this MOU to establish a structure for cooperative and integrated management of local water resources through a water allocation strategy that is intended to coordinate the Parties efforts to conserve, maintain and distribute the local water supply on an equitable basis.

To further that purpose:

Parties Agree:

- 1) That water supply in western Ventura County is limited in quantity, subject to extreme hydrologic and environmental conditions, and integrated such that all Parties must and will cooperate toward the common goal of assuring that local water supplies satisfy public health and safety needs at all times.
- 2) To implement Water Conservation and Best Management Practices, orders and directives as prescribed by the State of California, in their respective service areas.
- 3) To coordinate the use of surface water and groundwater supplies and to implement the Casitas WEAP to provide equity, consistency and effectiveness in meeting demand reduction goals in Parties' respective service areas.
- 4) To have an appointed representative meet annually with the General Manager of the Casitas, during the month of May, to assess water supply and demand conditions in Parties' service area and determine a fiscal year (July 1 through June 30) water allocation assignment from the Casitas supply that is available to the GWP for the following fiscal year, and document the water allocation assignment in Exhibit A.
- 5) That the Casitas water allocation assignment to each water meter serving the GWP shall not be used or expanded upon by the GWP for new water service connection(s) or expansion of water demand within the GWP service area unless GWP acquires additional allocation from Casitas.
- 6) That the Casitas allocation assignment for the GWP shall not be interpreted by GWP to mean an entitlement or imply water rights in favor of the GWP.
- 7) That water allocations provided by Casitas are assigned to the GWP and are not transferrable, nor to be sold, exported outside of the Casitas district boundary, bartered or traded by or between water purveyors.

- 8) That Casitas reserves the sole discretion to assign the volume of water allocation to each metered service connection account that is authorized by a Casitas Water Service Application, and in doing so, Casitas will base the water allocation assignment on reasonable and necessary water use, the application of conservation practices and standards, and other relevant factors associated with water use and the availability of local water supplies.
- 9) That Casitas reserves the sole discretion to change the water allocation assignment and/or Conservation Penalty at any time deemed necessary by Casitas, upon thirty day prior notification to the GWP, when Casitas deems further risk or change to the short and long term availability and reliability of water stored in Lake Casitas and/or lake water quality conditions, there are changes to conservation requirements and regulations that are imposed by the State of California, and/or changes in water conservation practices and standards.
- 10) The allocation assignments and all subsequent changes shall be made for each individual meter service shall not have an aggregation or transfer of allocations between meters services.
- 11) Where the requirements of the State of California differ from the assignment of Lake Casitas water allocation, the requirement that provides the lesser amount of water shall prevail.
- 12) All water purchased by the GWP from Casitas is subject to the Casitas Rates and Regulations for Water Service, as amended from time to time, and that the resale of said water by the GWP shall conform to the Water Code.
- 13) The Conservation Penalty that is imposed by Casitas is for water purchased by the GWP from Casitas that is in excess of the allocation assigned at each Casitas service connection.
- 14) That unless otherwise adopted by Casitas, the allocation assignment and subsequent water use will be based on a fiscal year (July 1 through June 30) and that the water use subject to the Conservation Penalty will be determined in July and billed in August of the following fiscal year.
- 15) The allocation assignments are not a guarantee of the amount of water that is to be purchased by the GWP or the amount of water to be provided by Casitas.

GWP shall:

- 1) Consider all information regarding GWP's water demands and reliability of GWP water resources, the application of water demand reductions that are consistent with Casitas' actions, and provide said information to Casitas for a determination of an appropriate water allocation of Casitas water supply for the following fiscal year.

- 2) To take all reasonable and prudent actions necessary to maintain, protect, and beneficially use to the fullest extent possible their respective primary source water supplies, water rights, pump equipment, pipelines, laterals and metering of individual service connections.
- 3) To take all reasonable, prudent and timely actions to implement water demand reduction measures in the GWP's service area, monitor customer use for compliance with water demand reduction measures, implement customer water conservation measures and best management practices, and enforce water waste prohibitions in GWP's service area.
- 4) Consider the GWP's water resource availability when there is a request for additional property development and/or new meter service connections in the GWP system. When the GWP has determined GWP's water resource will not support the request for new water or expansion of water service demand without additional supplemental water from the Lake Casitas supply, the GWP will refer the request to Casitas for a determination of availability of Lake Casitas supply and the payment to Casitas' of all applicable fees for an additional assignment of water allocation, in accordance with the Casitas Rates and Regulations for Water Service. The additional allocation will be added to the Initial Allocation for the GWP as listed in Exhibit A.
- 5) Promptly make payment to Casitas upon presentation of the Casitas billing of the Conservation Penalty, if any, for the volume of water purchased by the GWP from Casitas that is in excess of the assigned annual allocation.

Casitas shall:

- 1) Assign an allocation of water from Lake Casitas to each meter connection between Casitas and GWP that is determined to meet Casitas' standards for issuance of allocation pursuant to the Casitas WEAP, consideration of GWP's water demand and reliability information, and GWP's request for supplemental water supply.
- 2) Have full discretion to adjust the water allocation set forth herein when Casitas determines a change is warranted or when GWP acquires additional allocation in accordance with the Casitas rates and Regulations, by the amendment of Exhibit A of this MOU.
- 3) Assign or adjust by action of the Casitas Board of Directors the dollar amount for the Conservation Penalty.
- 4) Implement actions in accordance with the Casitas WEAP, as revised from time to time by the Casitas Board of Directors, to establish water demand reduction goals and water conservation measures that are to be implemented by Casitas and GWP, to notify the GWP in a timely manner of all changes in the Stage of water supply conditions at Lake Casitas that cause a change to the water allocation assignment and/or the change in the dollar amount for the Conservation Penalty.

- 5) Assign an Initial Allocation by Casitas for existing metered services to GWP is founded on either (1) the eighty (80) percent of the GWP's 1989 water use from Casitas, with Casitas approved adjustment to the water allocation at each meter service, or (2) by Casitas' formal issuance of an allocation for new development in the GWP with the payment of the capital facilities charge, in accordance with Casitas Rates and Regulations for Water Service, as amended from time to time.
- 6) Consider a change in the water allocation listed in Exhibit A at any time, with prompt notification of the GWP, when Casitas determines that water supply and demand conditions have changed. A change in conditions include but are not limited to changes in safe yield of Lake Casitas, reductions in water stored in Lake Casitas, changes in water quality that impact water production, and changes in supply and demand trends. A change during the term of this MOU shall occur by the issuance of a revise Exhibit A by Casitas without change of this MOU.

Indemnity.

- 1) GWP, its successors and assigns, shall hold harmless, defend and indemnify Casitas, its officials, employees, agents, successors and assigns from and against all liabilities, obligations, claims, damages, losses, actions, judgements, suits, costs and expenses, including but not limited to reasonable attorney's fees (collectively "Damages"), which may be imposed on, incurred by, or asserted against Casitas as a result of (i) a breach of GWP's obligations; or (ii) the conduct of GWP's operations associated with the subsequent assignment of water allocations or delivery of supplemental water to GWP's customers. Notwithstanding the foregoing, in no event shall GWP be liable to indemnify Casitas for any Damages resulting from the negligence or the gross negligence or willful misconduct of Casitas.
- 2) GWP agrees to indemnify and hold Casitas harmless from any claims arising out of any such action taken by GWP with respect to implementation of this MOU, including any and all claims related to water shortages within the GWP.

Term of MOU.

- 1) This MOU shall be effective and remain in effect as a term and condition of the Water Service Agreement between Casitas and the GWP, and shall be considered for the revision of the allocation assignment as described herein.
- 2) The MOU may be revised or terminated by the mutual consent and agreement of both Parties.

Reference Documents.

- 1) Water Efficiency and Allocation Program. Casitas Municipal Water District.
- 2) Rates and Regulations for Water Service. Casitas Municipal Water District.
- 3) Water Waste Prohibition Ordinance. Casitas Municipal Water District.
- 4) Best Management Practices. State of California.

Effective Date and Signature.

This MOU shall be effective upon the signature of all the Parties authorized officials.

Casitas Municipal Water District

Ground Water Purveyor

By: _____
President of the Board of Directors

By: _____
President of the Board of Directors

Date: _____

Date: _____

By: _____
General Manager

By: _____
General Manager

Date: _____

Date: _____



Exhibit A – Water Allocation Assignment

Ground Water Purveyor

Based on the GWP’s determination and concurrence by Casitas, the following shall be the assigned water allocation for the GWP:

Table 1- Allocation Assignment for Fiscal Year

		(1)	(2)	(3)	(4)		
Service Account No. Service Area Name (Casitas Location)	Initial Allocation 80% of 1989 Plus Purchased Allocations	2013 GWP Service Area Demand	Stage Demand Reduction Target	GWP Water Availability to Service Area	Supplemental Allocation Requested by GWP ((1) X (2)) – (3)	Casitas Allocation Assigned to GWP for Next Fiscal Year	
	(AF)*	(AF)	%	(AF)	(AF)	(AF)	(HCF)
Total							

The Conservation Penalty assigned by Casitas on July 1 is **\$1.00** per unit.

The undersigned agree to Casitas allocation assigned to the GWP for the next fiscal year and the Conservation Penalty, subject to the terms of this Memorandum of Understanding:

By: _____ Date: _____
 General Manager, GWP

By: _____ Date: _____
 General Manager, Casitas Municipal Water District

GWP Information:

WHAT IS THE HEALTH AND SAFETY WATER REQUIREMENTS OF THE GWP SYSTEM?

- Service areas that are solely reliant on Casitas Supply (List):

Service Area	Casitas Account	Stage 1 Allocation (Acre-feet)	Minimum Health & Sanitation Allocation*

*Residential accounts x 120units/year + Multi-family dwellings x 72 units/year + Unessential Use

Residential Accounts = _____

Multi-family dwellings = _____

Business Demand = _____

Agricultural Demand = _____

- Service Areas that are reliant on ground water (List):

Service Area	Casitas Account	Annual GW Demand (Acre-feet)	Stage 1 Supplemental Allocation (Acre-feet)	Minimum Health & Sanitation Allocation**

**Residential accounts x 120units/year + Multi-family dwellings x 72 units/year + Unessential Use

Residential Accounts = _____

Multi-family dwellings = _____

Business Demand = _____

Agricultural Demand = _____

2013 Total Water Demand of the GWP: _____

2013 Supplemental Water Purchased from Casitas _____

➤ GWP Water Source Availability:

SOURCE	Average 5-Year Production (AF)	Estimated Production Next Fiscal Year (AF)

DRAFT

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVE WICKSTRUM, GENERAL MANAGER
SUBJECT: INVITATION TO INSPECT THE STATE WATER PROJECT AND THE SACRAMENTO-SAN JOAQUIN
DATE: AUGUST 19, 2016

RECOMMENDATION:

It is recommended that the Board of Directors consider the invitation and the opportunity to inspect the State Water project, determine interest and commitment to attend, and direct staff to correspond with the Calleguas Municipal Water District.

BACKGROUND AND DISCUSSION:

On August 18, 2016, Casitas received an invitation from Susan Mulligan, General Manager of the Calleguas Municipal Water District, on behalf of Director Steve Blois, Calleguas' representative on the Metropolitan Water Board of Directors, to attend a State Water Project tour from Friday, October 14 to Saturday October 15, 2016. The itinerary is attached for the consideration by the Casitas Board of Directors and staff to attend the tour.

This tour is an excellent opportunity to further educate ourselves on the State Water Project and strengthen our relationship as the administrator of western Ventura County's State Water interests and gain a better understanding of our involvement in future State Water actions.

Please discuss the interest to attend and inform me of your commitment to attend this two-day tour. Calleguas wants to know by end of business day of **September 2nd**.

Rebekah Vieira <rvieira@casitaswater.com>

Fwd: Invitation on a Tour of State Water Project Facilities October 14-15

Steve Wickstrum <swickstrum@casitaswater.com>
To: Rebekah Vieira <rvieira@casitaswater.com>

Fri, Aug 19, 2016 at 1:49 PM

Here are the attachments for the State water Project Tour invitation - Board Item
----- Forwarded message -----

From: **Susan Mulligan** <SMulligan@calleguas.com>

Date: Thu, Aug 18, 2016 at 10:11 AM

Subject: Invitation on a Tour of State Water Project Facilities October 14-15

To: "Steve Wickstrum (swickstrum@casitaswater.com)" <swickstrum@casitaswater.com>, "Russ Baggerly (russ.baggerly65@gmail.com)" <russ.baggerly65@gmail.com>, "Pete Kaiser (pkaiser@casitaswater.com)" <pkaiser@casitaswater.com>

Cc: Kara Wade <KWade@calleguas.com>

On behalf of Director Steve Blois, Calleguas' representative on the Metropolitan Water District Board of Directors, we invite you on a State Water Project Tour from Friday, October 14 to Saturday, October 15, 2016. It is an excellent opportunity to learn about the issues facing our County's imported water supplies. More information is provided in the attached draft itinerary. Please pass this along to any of your management staff or board members whom you would like to invite. Spouses and significant others are welcome on this trip.

Also attached is information for anyone required to complete FPPC Form 700s.

Anyone who would like to attend should let Kara Wade know by the end of the day on Friday, September 2nd. Her contact info is kwade@calleguas.com or (805) 579-7111. I suggest letting her know as soon as possible because the tour will be filled on a first-come, first served basis.

We hope you can join us!

Susan Mulligan

General Manager

Calleguas MWD

--

Steven E. Wickstrum, PE

General Manager


Casitas Municipal Water District

(805)649-2251, Extension 112

2 attachments

8/19/2016

Mail - Fwd: Invitation on a Tour of State Water Project Facilities October 14-15

 **Blois SWP Oct 14-15 2016 - Draft Itinerary.pdf**
335K

 **FPPC Reporting on Metropolitan Tours.pdf**
456K



**DRAFT
ITINERARY
INSPECTION TRIP OF THE STATE WATER PROJECT
AND THE SACRAMENTO-SAN JOAQUIN DELTA**

**Sponsored by
Director Steve Blois**

**The Metropolitan Water District of Southern California
Representing Calleguas Municipal Water District**

Friday & Saturday, October 14 & 15, 2016

Friday, October 14

- 5:30 a.m. - Assemble at Calleguas MWD
2100 Olsen Road
Thousand Oaks, CA

Coffee and pastries provided

Calleguas MWD Contact: Kara Wade (805) 579-7111
Metropolitan Water District Contact: TBD
- 6:00 a.m. - Promptly depart Calleguas MWD via shuttle bus to Burbank Airport
- 7:00 a.m. - Arrive Burbank Airport; proceed to gate
- 7:50 a.m. - Depart Burbank on Southwest Flight to Sacramento
- 9:05 a.m. - Arrive Sacramento Airport and meet at baggage claim
- 9:20 a.m. - Depart Sacramento Airport for Oroville via chartered bus
- 10:30 a.m. - Arrive Oroville; pick up Department of Water Resources (DWR) representative for tour of Oroville Dam and Feather River Fish Hatchery; lunch at the Oroville Dam Visitor Center



When Oroville Dam was constructed, several miles of spawning and nursery grounds were no longer available for salmon and steelhead trout returning to their home stream to deposit eggs. To compensate for the loss, the hatchery was built in 1967, planned cooperatively by the Dept. of Fish and Wildlife and DWR.

Oroville Dam is on the Feather River above the city of Oroville in Butte County, California. It

creates Lake Oroville, generates electricity, and provides drinking and irrigation water for Central and Southern California. The dam, lake, and other facilities are owned and operated by DWR and are part of the California State Water Project.

- 2:00 p.m. - Depart Oroville for MWD's Legislative Offices, Sacramento
- 3:45 p.m. - Arrive MWD's Legislative Offices; Bay-Delta Conservation Plan update
- 5:00 p.m. - Depart for Embassy Suites, Sacramento
- 5:30 p.m. - Arrive Embassy Suites, 100 Capitol Mall, Sacramento
(916) 326-5000; check-in
- 6:30 p.m. - Assemble at the front desk and depart for dinner (pleasant 5 minute walk to Old Town)
- 6:35 p.m. - Arrive Rio City Café, Old Town Sacramento
(916) 442-8226

Saturday, October 15

- 7:00 a.m. - Complimentary Embassy Suites made-to-order breakfast
- 7:45 a.m. - Delta Presentation by Delta expert
- 9:00 a.m. - Depart for Delta; via Freeport and Clarksburg
- 9:15 a.m. - Arrive at town of Hood and view potential intake facilities and potential fish screen discussion



Stop at Delta Cross Channel, discuss engineering dilemmas and solutions; depart for Twitchell and Sherman Islands through towns of Walnut Grove, Ryde and Isleton – including discussions regarding levee restorations, carbon-capture farming, and set-back levee projects

- 11:30 a.m. - Depart for Brentwood
- 12:00 p.m. - Arrive Brentwood: Lunch at BJ's
2365 Sand Creek Rd., Brentwood, CA
(925) 809-1950
- 12:45 p.m. - Depart for Byron
- 1:15 p.m. - Arrive Banks Pumping Plant; meet DWR representative for tour



Located in the south Delta, the Harvey O. Banks Pumping Plant marks the beginning of the California Aqueduct. The 11 pumps lift water from Clifton Court Forebay, 244 feet into the 444-mile aqueduct. This is where Delta water begins its journey through the largest aqueduct system in the world, ending in Southern California. There are many canals, reservoirs and pumping stations along the course of this aqueduct, which travels down the western edge of the San Joaquin Valley and

supplies water to the agricultural communities of much of San Joaquin and urban Southern California. The California Aqueduct is a major component in the SWP that was initiated in the early-1950s.

- 2:45 p.m. - Depart for Oakland
- 3:45 p.m. - Arrive Oakland Airport; proceed to gate
- 4:45 p.m. - Depart for Burbank on Southwest Airlines Flight
- 5:50 p.m. - Arrive Burbank Airport
- 6:00 p.m. - Board chartered shuttle bus for Calleguas MWD
- 7:00 p.m. - Arrive Calleguas MWD

Fair Political Practices Commission (FPPC) Reporting and Gifts

Travel expenses paid by Metropolitan for inspection trips may be reportable under California's Fair Political Practices Act.

Participants that are required to file a California Statement of Economic Interests, Form 700 should report their share of the travel costs, but the costs are not subject to the statutory annual gift limit (which is \$460 in 2016).

The travel costs for a spouse or significant other traveling with the participant are typically reportable as a gift to the participant and subject to the annual gift limit. To stay within the gift limit, the participant should reimburse Metropolitan the difference between the cost of the trip for the spouse and the gift limit within 30 days of the start of the trip.

For planning purposes, the average value of this type of trip is \$700. Metropolitan will provide the actual pro rata cost for participants within 30 days of the first day of travel.

See attached documents from Metropolitan legal counsel and the FPPC for additional information. Participants should check with their legal advisor or the FPPC for guidance on how to report this gift of travel.



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

*Office of the General Counsel
Office of Ethics*

Date: March 21, 2016
To: Board of Directors
From: Marcia L. Scully, General Counsel
Deena R. Ghaly, Ethics Officer
Subject: Reporting Travel Costs for Metropolitan Inspection Trips

The following information on reportable travel costs for Metropolitan-sponsored inspection trips is provided to assist you in preparing for the 2016-17 inspection trip season. The information is based on informal assistance and other communications from the California Fair Political Practices Commission (FPPC) regarding provisions in the Political Reform Act (Act). It should not be interpreted as legal counsel from Metropolitan staff. Inspection trip guests are advised to consult with their legal advisors on individual reporting requirements and gift limit considerations.

Program Authorization

The Inspection Trip Program is authorized in [Metropolitan's Administrative Code](#) Sec. 2610 et seq. Funding for the program is approved as part of Metropolitan's biennial budget.

Travel Costs for Directors and Personal Guests

In Part A of the Analysis section in the attached FPPC letter dated May 15, 2015, the FPPC considered questions regarding gifts from Metropolitan to its directors.

With program authorization in the Administrative Code and funding approved in the district's biennial budget, Metropolitan has determined that the directors' travel expenses for inspection trips, including expenses for personal guests, are lawful expenditures. Such lawful expenditures are not considered gifts for the purposes of the Act.

Travel Costs for Local Public Officials not affiliated with Metropolitan

In Part B of the Analysis section in the attached FPPC letter dated May 15, 2015, the FPPC considered questions regarding gifts from Metropolitan to local public officials not affiliated with Metropolitan. Under Government Code Sec. 89506(a)(2), Metropolitan's travel expenditures for local officials are not subject to annual gift limits. However, the expenses are considered a gift to the official for the purposes of reporting and determining conflict of interest. In addition, in limited situations, in instances where an official can verify that the official is attending the inspection trip within the performance of his or her official duties for education,

Board of Directors

March 21, 2016

Page 2

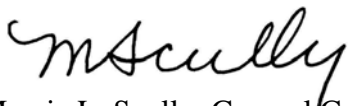
training or other inter-agency programs or purposes, under FPPC Regulation 18950(c), the inspection trip costs are not a gift and are not reportable on the Form 700. The FPPC narrowly applies the gift exception in FPPC Regulation 18950(c) on a case-by-case basis.

With limited exceptions, the travel expenditures for a companion of a local official are attributable as a gift to the public official for reporting and conflict of interest purposes and are subject to annual gift limits (\$460 for 2015-2016). The gift may only be accepted if all the gifts from Metropolitan to the official during the calendar year do not exceed the annual gift limit. Travel expenses that are reimbursed to Metropolitan (including paying down the value to below the gift limit) within 30 days of receipt are not reportable.

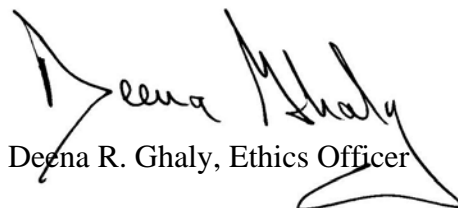
The FPPC provided additional guidance on gift of travel receipt/acceptance dates:

- The receipt/acceptance date for the gift of travel is the date the local official accepts the invitation if the official is faced with a decision affecting Metropolitan prior to the inspection trip. (Government Code Sec. 87103) The official may be disqualified from acting on the matter if the value of the travel (including the value for a companion traveling with the official) exceeds the statutory annual gift limit. If the trip is cancelled or the official does not participate in the trip or the official transfers the invitation to another person, no gift has been made or received. (Title 2 of the California Code of Regulations, Section 18946.1(a))
- If the official is not considering a decision affecting Metropolitan, the receipt/acceptance date is the date of travel (when the official boards the inspection trip coach or Metropolitan provides the airline boarding pass). This starts the 30-day period for disclosure or paying down the value of the travel expenditures. (Title 2 of the California Code of Regulations, Section 18941)

Metropolitan will provide a brief description of reportable travel costs and a cost estimate for the inspection trip invitation to the Member Agency Inspection Trip Coordinator as part of the pre-trip planning process. The final reportable cost will be provided upon request within 30 days of date of travel to inspection trip guests and/or the Member Agency Inspection Trip Coordinator.



Marcia L. Scully, General Counsel



Deena R. Ghaly, Ethics Officer

Attachment

cc: Member Agency Managers
Member Agency Inspection Trip Coordinators



STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
428 J Street • Suite 620 • Sacramento, CA 95814-2329
(916) 322-5660 • Fax (916) 322-0886

May 15, 2015

Deena R. Ghaly
Ethics Officer
Metropolitan Water District
of Southern California
P O Box 54153
Los Angeles, CA 90054-0153

Re: Your Request for Informal Assistance
Our File No. I-15-077

Dear Ms. Ghaly:

This letter responds to your request for advice on behalf of the Metropolitan Water District of Southern California ("MWD") regarding gift of travel provisions of the Political Reform Act (the "Act").¹ Additionally, this letter is based on the facts presented. The Fair Political Practices Commission does not act as a finder of fact when it provides advice. (*In re Oglesby* (1975) 1 FPPC Ops. 71.) We offer no opinion on the application of laws other than the Act. Because your questions are general in nature and not about specific payments or officials, we are treating your request as one for informal assistance.²

FACTS

MWD regularly conducts educational field inspection trips of its water facilities for the purpose of providing leading citizens and other interested persons with firsthand knowledge of the MWD's operations. Participants often include legislators, city council members, water board members and other public officials.

MWD provides transportation to the facilities being viewed, usually by charter bus, and food for attendees, and provides lodging if the inspection requires an overnight stay. Additionally MWD may pay for commercial airfare to and from the beginning and ending points of the inspection trip.

MWD's board both authorizes these trips and obligates each of its members (directors) to periodically sponsor them. For each trip, the sponsoring director must select or help select guests on behalf of his or her member agency and MWD. Per MWD's administrative code, the sponsoring

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

² Informal assistance does not provide the requestor with the immunity provided by an opinion or formal written advice. (Section 83114; Regulation 18329(c)(3).)

director may be accompanied by one family member. In addition, MWD directors attending a trip hosted by another director sometimes are accompanied by a family member or other guest of their choosing. Public officials who participate are also sometimes accompanied by a colleague, family member, or friend of their choosing. In some cases, the invitation to attend a trip expressly encourages the primary invitee to bring a guest of his or her choosing.

In July 2009, the Commission responded to a request for advice from the City of Burbank about the application of the Act's gift provisions to its public officials participating on a MWD inspection trip. There, MWD had invited and paid the travel costs for both the officials and their spouses who accompanied them. The *Scott* Advice Letter, No. A-09-148 drew two conclusions:

1. MWD's payments for the officials' spouses did not constitute a gift to the officials. At that time, Regulation 18944 specified that a public official receives a direct personal benefit from a gift whenever he or she exercised discretion and control over who would use it. Because MWD's offer of the trip went directly to the officials' spouses, the letter concluded that there was no gift to the officials; and

2. The travel payments qualified for the exception in Section 89506(a) for education-related travel offered to public officials. As such, they were not subject to the gift limit but were reportable on officials' economic disclosure statements.

You also noted that in late 2011, the Commission adopted Regulation 18943 to replace Regulation 18944. The provisions of former Regulation 18944 stated that when a public official exercises discretion and control over disposition of a gift the official receives a "gift" under the Act. In its place, Regulation 18943 applied a different standard based on whether there is an established working or social relationship between the donor and the official's family or evidence to suggest that a donor is trying to influence the public official through gifts to his or her family members.

On its face, you stated, the amendment seems intended wholly to replace the prior standard (including its "discretion and control" proxy for personal benefit). However, the staff memorandum accompanying the change stated, "[t]his version does not eliminate any of the principals [sic] contained in the current version." Thus, you believe that under current law, it is unclear whether a public official exercising "discretion and control" by inviting a second guest of his or her choosing to attend a MWD inspection trip as encouraged or allowed by MWD or its member agencies is enough for the guest's travel costs to be considered a gift to the public official.

ANALYSIS

A. Questions Regarding gifts from MWD to MWD directors.

1. Are travel costs (transportation, lodging and food) paid for by the MWD for inspection trips that a MWD director attends considered "gifts" to him or her?

Your question concerns payments by a government agency to members of that agency's board of directors. With few exceptions, the Act does not regulate an agency's proper use of public funds. However, other laws prohibit the misuse of public funds and property for political or

personal use. (See e.g., Penal Code Section 424; see also, *Vargas v. City of Salinas* (2012) 200 Cal. App. 4th 1331; *Stanson v. Mott* (1976) 17 Cal.3d 206; *League of Women Voters v. Countywide Crim. Justice Coordinating Com.* (1988) 203 Cal.App.3d 529.)

In this case, the question of whether the proposed expenditures are lawful expenditures of public moneys is outside the scope of the Act. In addition, you have provided no indication that a private donor has made payments to the agency to fund the proposed expenditures. Assuming that the expenditures are lawful and not directly or indirectly paid by a private donor, the payments are not considered gifts for purposes of the Act.

For purposes of the Act's gift provisions, payments made to an official that *are not* lawful expenditures of public moneys are personal gifts to the officials from the city under Regulation 18944.3. In addition, in some circumstances, where money is actually received from a private donor and given to the city as a means to benefit certain officials, it may still be considered a gift to those officials. (See Regulation 18944.)

2. MWD's directors are expected to sponsor inspection trips, including choosing or participating in choosing the guests for the trips. Does the directors "control over invitations make the guests" travel costs attributable to the directors as gifts?

3. What if a MWD director invites a family member as a personal guest on the trip? Are the guest's travel costs attributed as a gift to the director?

4. What if a public official guest is another MWD director and brings a travel companion of his or her choosing?

2 - 4. As stated above, with limited exceptions, the Commission does not regulate the use of agency funds nor determine whether it is permissible to use agency funds for travel expenses of an agency official and/or a personal guest. Moreover, the fact that the MWD member selects the recipient does not change this conclusion. It is the agency's responsibility to determine whether or not the expenditure is lawful in consideration of the circumstances surrounding the expenditure. So long as the payments are lawful expenditures, the payments are not gifts.

B. Questions Regarding gifts from MWD to local public officials not affiliated with MWD.

5. Inspection trip participants include local public officials not affiliated with MWD. Do they have to report the travel costs associated with the inspection trips?

The Commission does not generally respond to requests about an official's duties submitted by third parties. Generally, only the receiving official and his or her authorized representative are able to request advice. However, we note that MWD has obligations under the Act with respect to the making of gifts. Section 89521 provides: "Any person who *makes or receives* an honorarium, gift, or expenditure in violation of this chapter is liable in a civil action brought by the Commission for an amount of up to three times the amount of the unlawful honorarium, gift, or expenditure." Therefore, we can provide general assistance on your questions.

Yes. Under Section 89506(a)(2) the payments for an inspection trip to officials not affiliated with MWD are reportable but not subject to limits. Section 89506 is an exception to the gift limits of the Act, however, the payment is still considered a gift to the official for purposes of reporting and disqualification. In order for a travel payment to qualify under Section 89506 the receiving official must meet two requirements:

“(a) The travel must be reasonably related to a legislative or governmental purpose, or to an issue of state, national, or international public policy, and

“(b) The travel must be provided by a government, a governmental agency, a foreign government, a governmental authority.”

The payment in question appears to meet the requirements of the statute. Accordingly, the payments must be reported by officials not affiliated with MWD on their statement of economic interests but are not subject to the \$460 per year gift limits.

You have not provided sufficient facts to demonstrate that the nonaffiliated official is attending the “inspection” in performance of his or her official duties, or are that the tour is otherwise connected to the receiving official’s agency. These facts would be required to determine if the exception for certain *inter-agency* payments for travel in Regulation 18950(c)(2) applies or the exception for “informational material” in Regulation 18942.1.

“Informational material” means any goods or service that serves primarily to convey information and that is provided to the official for the purpose of assisting him or her in the performance of his or her official duties or the duties of the elective office he or she seeks. Informational material may include on-site demonstrations, tours, or inspections. Transportation provided to or in connection with an on site demonstration, tour, or inspection is also considered “informational material” when any of the following apply: (1) the transportation serves as the means by which the information is conveyed and is integral to the conveyance of the information, such as an aerial tour over an area; (2) the transportation is provided solely at the site of a demonstration, tour, or inspection, including to and from an area of that site that is legally inaccessible to the public; or (3) the transportation is to or from a site when there is no reasonable, publicly-available commercial transportation available to that site and the transportation provided is limited to the segment for which public transportation is not available. (Regulation 18942.1(c).)

Of course application of these exceptions is fact dependent and cannot be applied based on generalities. You may want to contact us for further advice about specific trips as they arise.

6. Directors sometimes allow public official guests (local public officials not affiliated with MWD) to bring a travel companion of their choosing. If a guest is a public official and chooses to bring a travel companion, are the travel costs for the companion attributable as a gift to the public official?

Generally, Regulation 18941(a) provides that a gift is both “received” and “accepted” by an official when the official knowingly takes actual possession of the gift or is provided the benefit of the gift, or takes any action exercising direction or control over the gift, such as redirecting the gift

to another individual. Thus, when an official is allowed to invite along a second person, the travel costs for the companion are attributable as a gift to the public official.

You also mentioned invitations made directly to a spouse of the receiving official (where the receiving official did not exercise discretion and control over the gift). Regulation 18943 provides:

“[A] payment provided to or for the use of a family member is a gift to the official under either of the following conditions:

“(1) There is no established working, social, or similar relationship between the donor and the family member that would suggest an association between the donor and the family member suitable or appropriate for making the type of payment provided to the family member.

“(2) There is evidence to suggest the donor had a purpose to influence the official. Evidence to suggest the donor had a purpose to influence the official exists in any of the following circumstances:

“(A) The payment is made to a family member of a state agency official by a donor who is a lobbyist, lobbying firm, lobbyist employer, or other person required to file reports under Chapter 6 (commencing with Section 86100) of the Act and who is registered to lobby the official’s agency.

“(B) The payment is made to a family member of a state or local government agency official by a donor, or the donor’s agent, if the donor is involved in an action or decision before the official’s agency, in which the official will reasonably foreseeably participate or in an action or decision in which he or she has participated within the last 12 months.

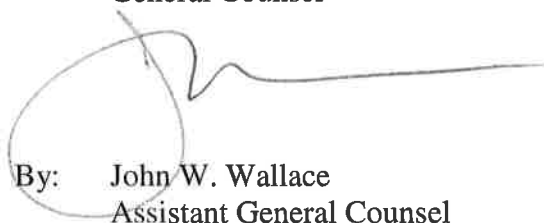
“(C) The payment is made to a family member by a person who has a contract with the official’s agency or by a person who engages in a business that regularly seeks contracts with or comes before the agency for the purpose of receiving a license, permit, or other entitlement and the official may reasonably foreseeably make or participate in a governmental decision, as defined in the Act’s conflict of interest regulations (Regulation 18702 et seq.), related to the person, or has participated in any decision related to the person within 12 months of the time the gift is made. . . .”

Under your facts, MWD would have no established working, social, or similar relationship with the spouse of the receiving official that would suggest an association between MWD and the spouse suitable or appropriate for making the type of payment provided to the family member. Therefore, the gift to the spouse is treated as a gift to the receiving official for reporting and conflict of interest purposes. Acceptance of the gift is only permissible if all the gifts from that source to the official during the calendar year are \$460 or less.

If you have other questions on this matter, please contact me at (916) 322-5660.

Sincerely,

Hyla P. Wagner
General Counsel

A handwritten signature in black ink, appearing to read "John W. Wallace". The signature is written over the typed name and title of the signatory.

By: John W. Wallace
Assistant General Counsel
Legal Division

JWW:jgl

CASITAS MUNICIPAL WATER DISTRICT

MINUTES Finance Committee

DATE: August 19, 2016
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of August 19, 2016, at 0930 hours

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Peter Kaiser and Director Mary Bergen
General Manager, Steve Wickstrum
Accounting Manager/Treasurer, Denise Collin
Jack Oehmke and Heidi Oehmke, Morgan Stanley
2. **Public Comments.**
None.
3. **Board/Management comments.**
The General Manager informed the Committee that Calleguas has invited Casitas to attend a State Water Project Tour. This item will be moved forward to the Board.
4. **Review of Moran Stanley Investment Portfolio presented by Jack and Mattie Oehmke.**
Jack Oehmke presented the progressions for Casitas' investment portfolio. There have been a few calls on investments that have been rolled to other investments, while keeping the ladder system intact. The year to date return percentage on investments (cumulative) is 2.8%. Mr. Oehmke offered that the District keep on track with the ladder investment practice with no significant changes.

Note that Heidi Oehmke attended the meeting instead of Mattie Oehmke. Heidi has just received her certification as an investment manager and is a member of the Morgan Stanley team that is working with Jack Oehmke.
5. **Review of the Financial Statement for June 2016.**
The Committee reviewed the financial statement and discussed revenue, expenses.
6. **Review of the Water Consumption for June 2016.**
The Committee reviewed the water consumption numbers for the entire fiscal year of 2015-2016. The annual amount of water sales (14,345 AF) is approximately 30% less than the safe yield (20,840 AF). Notably decline in sales to customer classifications, rise in sales to resale pumped due to declining groundwater resources.
7. **Discussion regarding water rate study request for proposal.**
The Committee provided input to the draft request for proposal for a rate study. Staff will make corrections and solicit proposal from qualified consulting firms.

CASITAS MUNICIPAL WATER DISTRICT
Minutes

DATE: August 17, 2016
TO: Board of Directors
FROM: Assistant to General Manager, Rebekah Vieira
Re: Personnel Committee Meeting of August 8, 2016

RECOMMENDATION:

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

MEETING:

1. **Roll Call.** Directors Mary Bergen and Jim Word
Steve Wickstrum, General Manager
Rebekah Vieira, Assistant to General Manager
Danny Carrillo, SEIU Local 721
Employees: Chelbi Kelley, Todd Evans
Public: Suzi Taylor

2. **Public Comments.**
Danny Carrillo of SEIU expressed concerns of the members that the committee moves forward in filling the HR position. Without a full time dedicated HR director issues are not addressed in a timely manner and there are concerns regarding workers compensation claims that were not paid on time and went to collections. Recently Rebekah went on vacation and there was no notice to members and Steve filled in for HR until he also was on vacation with no notice to members. The lack of committee meetings is also a concern. Danny also encouraged the district to move the process along in the hiring of the permanent positions for both Recreation and in the office instead of utilizing temporary employees.

3. **Board/Manager comments.**
Work is progressing on the HR position and the Ranger positions. Mr. Wickstrum explained that four individuals have been hired as APSO's and we will be moving consideration to the Board for hiring Joe Evans into a full time position as a manager to work with staff as we hire the park rangers. This will be on a year to year basis. MS. Vieira reported that negotiations will begin on Friday, August 12th with the General, Recreation and Supervisory units. Review of the ranger policies is in progress and after we have completed our review we will be sharing that with SEIU. The FBI has granted us the appropriate level of access for the livescan process for the Ranger employees.

4. **Discussion regarding recruitments.**
 - a. Assistant General Manager – we are in the process of reviewing candidates and making selections for interviews.
 - b. Rangers – First interviews are scheduled for next week.
 - c. Utility Workers – Interviews are scheduled for Monday and Tuesday next week.
 - d. Dam Tender – we will be meeting with SEIU tomorrow afternoon for our second meet and confer on the revised job description.
 - e. Treatment Plant Operator – Position filled.
 - f. APSO's – Hired four retired Ventura County Sheriff's Officers.
 - g. HR Manager – In process of gathering salary data and making final adjustments to the job description.
 - h. Accounting Technician – We are finalizing the job description and will then share it with SEIU.

5. **Discussion regarding 2017 Benefits Renewal.**
Open Enrollment will be October 3 – November 4.

The Cadillac Tax has been delayed from 2018 to 2020 and the 40% tax threshold will rise with the CPI.

All medical plans will see an increase to premium in 2017. Anthem PPO will increase by 12%. They would have incurred a 14.8% increase but ACWA/JPIA used reserve funds in the amount of \$2 million dollars to hold the increase to 12%. Anthem HMO will increase 12%. It should have seen a 12.65% increase but ACWA/JPIA used \$167,000 of reserve funds to limit the increase to 12%. The Kaiser plan will increase 2.41%. There will be no increase to the dental, vision, life or EAP premiums.

The JPIA is looking at ways to lessen costs in future years including the possibility of implementing a Medicare supplement or advantage plan to reduce Medicare retiree premiums, changes to the drug formulary, and modifications to plan design elements such as co-pays and out of pocket maximums. The Classic PPO plan was established over 40 years ago and is more robust than plans that are currently available on the open market. Additionally, JPIA has other plans that could be offered in order to see a savings in premiums including the Consumer Driven Health Care plan.

Danny Carrillo mentioned that the Memorandums of Understanding has a section regarding the joint committee on health care and he suggested that we meet. The General Manager concurred.

The meeting was adjourned at 4:51 p.m.

NOTICE OF AVAILABILITY

of the Draft Environmental Impact Report for the Water Supply Contract Extension Project

NOTICE is hereby given that a Draft Environmental Impact Report (DEIR) prepared by the Department of Water Resources (DWR) pursuant to the California Environmental Quality Act (CEQA) is available for public review.

TITLE: WATER SUPPLY CONTRACT EXTENSION PROJECT – Draft Environmental Impact Report

GENERAL DESCRIPTION:

The proposed project includes amending certain provisions of the State Water Resources Development System Water Supply Contracts (Contracts) based on a negotiated Agreement in Principle between DWR and the State Water Project Contractors (Contractors). The proposed project would not create new water management measures, alter the existing authority to build new or modify existing facilities, or change water allocation provisions of the Contracts. The changes to the Contracts by the proposed project are composed of the following five project elements: extend the Contract term date to 2085; increase SWP financial operating reserves; implement new billing provisions; provide enhanced funding mechanisms and create additional accounts to address SWP financial needs and purposes; and provide for a finance committee and other means to increase coordination between DWR and the Contractors regarding SWP financial matters.

LOCATION:

The proposed project does not have a specific physical location. However, the environmental analysis prepared in the DEIR will address whether implementation of the proposed amendments would affect areas within the State connected with operation and management of the SWP. Therefore, the proposed project study area consists of the areas encompassing SWP operations and facilities, as well as Contractor service areas.

REVIEW: The review period for the DEIR begins August 17, 2016 and ends October 17, 2016. Copies of the DEIR can be reviewed at the following website and attached list of libraries.

<http://www.water.ca.gov/swpao/watercontractextension/>

A public meeting will be held on September 12, 2016 from 4:00 p.m. to 8:00 p.m. in the Sacramento Central Library Tsakopoulos Galleria, 821 I Street, Sacramento, CA 95814.

Comments regarding the DEIR should be submitted in writing to:

Ted Alvarez
State Water Project Analysis Office
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
Email: watercontractextension@water.ca.gov

Comments are due no later than **5:00 p.m.** Pacific Daylight Time on October 17, 2016, which is 60 days after publication of this notice.

PRIVACY NOTE: Before including your name, address, telephone number, email or other personal identifying information in your comment, be advised that your entire comment – including your personal identifying information – is a matter of public record and may be made publically available at any time. You can request in your comment to withhold this information from public review; however, there is no guarantee it will be possible.

Distribution List for Draft EIR

County Library Address		
Beale Memorial Library 701 Truxtun Avenue Bakersfield, CA 93301	Mary L. Stephens Davis Branch Library 315 E. 14th Street Davis, CA 95616	Sacramento County Library Central Library 828 I Street Sacramento, CA 95202
Central Library 40 East Anapamu Street Santa Barbara, CA 93101	Merced County Library Merced Branch 2100 O Street Merced, CA 95340	San Diego Public Library Central Library 820 E Street San Diego, CA 92101
Cesar Chavez Central Library 605 N. El Dorado Street Stockton, CA 95202-1907	Modesto Public Library 1500 I Street Modesto, CA 95354	San Luis Obispo Library 995 Palm Street San Luis Obispo, CA 93401
Colusa County Library 738 Market Street Colusa, CA 95932	Napa Main Library 580 Coombs Street Napa, CA 94559	Sutter County Library Main Branch 750 Forbes Avenue Yuba City, CA 95991
El Centro Public Library Community Center Branch 375 South 1st Street El Centro, CA 92243	Norman F. Feldheym Central Library 555 West 6th Street San Bernardino, CA 92410	Visalia Branch Library 200 West Oak Avenue Visalia, CA 93291
E. P. Foster Library 651 East Main Street Ventura, CA 93001	Oroville Branch Library 1820 Mitchell Avenue Oroville, CA 95966	Willows Public Library 201 North Lassen Street Willows, CA 95988
Fairfield Civic Center Library 1150 Kentucky Street Fairfield, CA 94533	Pleasant Hill Library 1750 Oak Park Boulevard Pleasant Hill, CA 94523	
Fremont Library 2400 Stevenson Boulevard Fremont, CA 94538	Quincy Public Library 445 Jackson Street Quincy CA 95971	
Hanford Branch Library 401 North Douty Street Hanford, CA 93230	Redding Library 1100 Parkview Avenue Redding, CA 96001	
Los Angeles Public Library Central Library 630 West 5th Street Los Angeles, CA 90071	Red Bluff Library 645 Madison Street Red Bluff, CA 96080	
Dr. Martin Luther King, Jr. Library 150 East San Fernando Street San Jose, CA 95112	Riverside Public Library Main Library 3581 Mission Inn Avenue Riverside, CA 92501	

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
08/18/16**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
	Federal Farm CR Bank	31331VWN2	4/13/2026	\$934,609	\$928,792	1.901%	5/9/2016	4.76%	3475
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$854,371	\$845,872	2.790%	3/28/2016	4.34%	3441
*TB	Federal Farm CR Bank	3133EFNR4	11/18/2024	\$808,679	\$801,822	2.870%	11/18/2015	4.11%	2970
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,015,600	\$1,003,870	3.000%	3/24/2016	5.15%	3770
*TB	Federal Farm CR Bank	33133EFHV2	10/13/2022	\$587,990	\$580,580	2.200%	10/23/2015	2.98%	2215
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,368,681	\$1,373,463	1.625%	10/3/2012	7.05%	1016
*TB	Federal Home Loan Bank	3130A0EN6	12/10/2021	\$545,448	\$538,545	1.107%	5/9/2016	2.76%	1912
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$770,915	\$775,968	2.875%	2/19/2016	3.98%	3175
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$475,778	\$466,311	1.203%	7/14/2016	2.39%	2540
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$940,627	\$920,644	1.203%	7/14/2016	4.72%	2540
*TB	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$667,552	\$672,644	5.625%	1/16/2013	3.45%	1733
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,046,145	\$1,053,940	5.125%	1/3/2012	5.41%	449
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$677,518	\$699,630	2.375%	9/8/2014	3.59%	1945
*TB	Federal National Assn	3135G0ES80	11/15/2016	\$683,716	\$684,605	1.375%	3/12/2012	3.51%	87
*TB	Federal National Assn	31315P2J7	5/1/2024	\$807,224	\$798,138	1.721%	5/1/2016	4.09%	2773
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,485,631	\$1,492,343	2.625%	5/25/2016	7.66%	2898
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,243	\$2,558,850	2.125%	5/25/2016	13.13%	3486
*TB	US Treasury Inflation Index NTS	912828JE10	7/15/2018	\$1,126,910	\$1,158,856	1.375%	7/6/2010	5.95%	687
*TB	US Treasury Inflation Index NTS	912828MF4	1/15/2020	\$1,125,152	\$1,176,216	1.375%	11/18/2015	6.03%	1227
*TB	US Treasury Note	912828WE6	11/15/2023	\$768,812	\$835,701	2.750%	12/13/2013	4.29%	2607

Accrued Interest

\$125,399

Total in Gov't Sec. (11-00-1055-00&1065)

\$19,223,599

\$19,492,189

99.98%

Total Certificates of Deposit: (11.13506)

\$0

\$0

0.00%

** LAIF as of: (11-00-1050-00)

N/A

\$449

\$449

0.61%

Estimated

0.00%

*** COVI as of: (11-00-1060-00)

N/A

\$2,854

\$2,854

0.68%

Estimated

0.01%

TOTAL FUNDS INVESTED

\$19,226,902

\$19,495,492

100.00%

Total Funds Invested last report

\$19,233,619

\$19,544,859

Total Funds Invested 1 Yr. Ago

\$19,030,039

\$19,231,321

**** CASH IN BANK (11-00-1000-00) EST.

\$4,733,367

\$4,733,367

CASH IN Western Asset Money Market

\$17,191

\$17,191

0.01%

TOTAL CASH & INVESTMENTS

\$23,977,460

\$24,246,050

TOTAL CASH & INVESTMENTS 1 YR AGO

\$23,254,364

\$23,455,646

*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.