



Board of Directors

Brian Brennan, Director
Richard Hajas, Director
Neil Cole, Director

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT
Meeting to be held at the

District Office
1055 Ventura Ave. Oak View, CA
www.casitaswater.org

Join Zoom Meeting
<https://us06web.zoom.us/j/98414854813?pwd=UXhtWS9zdm83ZU5CazNXenlEVEIRUT09>

Meeting ID: 984 1485 4813 Passcode: 757052

To join by telephone please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 984 1485 4813# Passcode: 757052#

February 28, 2024 @ 5:00 PM

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.

Special Accommodations: 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)).

1. CALL TO ORDER
2. ROLL CALL

3. PLEDGE OF ALLEGIANCE
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a. Accounts Payable Report.
[Accounts Payable Report.pdf](#)
 - 6.b. Minutes of the February 14, 2024 Board Meeting.
[2 14 2024 Min.pdf](#)
7. ACTION ITEMS
 - 7.a. Authorize General Manager to issue a Task Order to Rincon Consultants in an amount not to exceed \$35,866.05 for environmental consulting services for the Ventura-Santa Barbara Counties Intertie.
[Board Memo_20240228.pdf](#)
[Rincon Proposal for VTA-SB Intertie NEPA EA.pdf](#)
 - 7.b. Approve a 5-year agreement with Ojai Rotary West for the Ojai Wine Festival to be held at the Lake Casitas Recreation Area.
[Board Memo Wine Festival 2024-2028 022824.pdf](#)
[2024_2028 Ojai Rotary West Wine Festival Agrmnt 022824 ATT1.pdf](#)
 - 7.c. Declare surplus and direct staff to dispose of four empty chemical storage tanks.
[Board Memo Surplus Chemical Tanks 022324.pdf](#)
 - 7.d. Appoint a representative and alternate representative to the Board of Directors of the Association of Water Agencies of Ventura County (AWAVC).
8. INFORMATION ITEMS
 - 8.a. Hydrology Report January 2024.
[Hydrology Jan 2024.pdf](#)
9. GENERAL MANAGER COMMENTS
10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).
12. CLOSED SESSION

12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.


13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 02-08-24 - 02-21-24
Presented to the Board of Directors For Approval February 27, 2024

Check	Payee	Description	Amount
001266	Payables Fund Account # 9759651478	Accounts Payable Batch 021424	\$ 342,650.40
001267	Payables Fund Account # 9759651478	Accounts Payable Batch 022124	\$ 306,293.79
			<u>\$ 648,944.19</u>
001268	Payroll Fund Account # 9469730919	Estimated Payroll 03/07/24	\$ 250,000.00
			<u>\$ 898,944.19</u>

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, 001266-001268 have been duly audited is hereby certified as correct.



 Janyne Brown, Chief Financial Officer

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.

001266 A/P Checks: 052075-052137
 A/P Draft 000766-000768
 Voids:
 052079 - Amazon Capital Service - Continuation of detail of check #052078
 052116 - Meiners Oaks Ace Harware - Continuation of detail of check #052115
 052117 - Meiners Oaks Ace Harware - Continuation of detail of check #052115

001267 A/P Checks: 052138-052179
 A/P Draft 000769-000774
 Voids:



Janyne Brown, Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 02/17/24

Pay Date 02/22/24

have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown

Jayne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/14/2024			052079		
C-CHECK	VOID CHECK	V	2/14/2024			052116		
C-CHECK	VOID CHECK	V	2/14/2024			052117		

* * 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 I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01483	CORVEL CORPORATION							
I-021324-CMWD	Corvel Claims - 02/06-02/14/24	D	2/14/2024	363.44		000766		363.44
05937	Enterprise FM Trust							
I-585916A-020424	Vehicle Maintenance	D	2/14/2024	19,198.83		000767		19,198.83
00128	INTERNAL REVENUE SERVICE							
I-T1 202402082264	Federal Withholding	D	2/14/2024	31.85		000768		
I-T3 202402082264	SS Withholding	D	2/14/2024	109.12		000768		
I-T4 202402082264	Medicare Withholding	D	2/14/2024	25.52		000768		166.49
01483	CORVEL CORPORATION							
I-022024-CMWD	Corvel Claims - 02/13-02/19/24	D	2/21/2024	3,314.57		000769		3,314.57
00128	INTERNAL REVENUE SERVICE							
I-T1 202402202265	Federal Withholding	D	2/21/2024	44,393.13		000770		
I-T3 202402202265	SS Withholding	D	2/21/2024	48,257.78		000770		
I-T4 202402202265	Medicare Withholding	D	2/21/2024	11,286.04		000770		103,936.95
00187	CALPERS							
I-PBB202402202265	PERS BUY BACK	D	2/21/2024	130.46		000771		
I-PBP202402202265	PERS BUY BACK	D	2/21/2024	161.96		000771		
I-PEB202402202265	PEPRA EMPLOYEES PORTION	D	2/21/2024	15,628.27		000771		
I-PEM202402202265	PERS EMPLOYEE PORTION MGMT	D	2/21/2024	1,955.07		000771		
I-PER202402202265	PERS EMPLOYEE PORTION	D	2/21/2024	6,944.88		000771		
I-PRB202402202265	PEBRA EMPLOYER PORTION	D	2/21/2024	15,487.06		000771		
I-PRR202402202265	PERS EMPLOYER PORTION	D	2/21/2024	13,715.90		000771		54,023.60
00180	S.E.I.U. - LOCAL 721							
I-COP202402202265	SEIU 721 COPE	D	2/21/2024	2.50		000772		
I-UND202402202265	UNION DUES	D	2/21/2024	872.50		000772		875.00
00049	STATE OF CALIFORNIA							
I-SDI202402202265	CASDI Withholding	D	2/21/2024	2,629.82		000773		
I-T2 202402202265	STATE WITHHOLDING (CA)	D	2/21/2024	17,434.14		000773		20,063.96
05790	STATE OF OREGON							
I-OST202402202265	OR STATE TRANSIT TAX	D	2/21/2024	6.14		000774		
I-T2 202402202265	STATE WITHHOLDING (OR)	D	2/21/2024	448.41		000774		454.55
00010	AIRGAS USA LLC							
I-5505744631	Gas Cylinder Rental - PL	R	2/14/2024	473.38		052075		473.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03955	Al's Roofing & Gutters							
I-031	District Office Roof Repair -M	R	2/14/2024	1,864.00		052076		1,864.00
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-1047849	Wire - WP	R	2/14/2024	346.50		052077		346.50
03044	Amazon Capital Services							
I-1611-9HDV-P3GJ	Masking Tape - LCRA	R	2/14/2024	67.50		052078		
I-194X-N3MX-D6LH	Manual Flush Valve - LCRA	R	2/14/2024	268.08		052078		
I-19TK-PPQD-14RC	Extensoin Cord - IT	R	2/14/2024	23.16		052078		
I-19TK-PPQD-QWFW	Tape Measure Holder - MAINT	R	2/14/2024	81.06		052078		
I-1DJP-LWX6-TJJ6	Screwdriver Set - IT	R	2/14/2024	26.76		052078		
I-1FJ3-XFD7-NY77	Erosion Control Blanket - MAIN	R	2/14/2024	1,713.86		052078		
I-1J7X-PMLQ-FGFT	Drive-Thr Handheld Mount - LCR	R	2/14/2024	93.84		052078		
I-1KQX-JTLY-VC3D	Monitor - LCRA	R	2/14/2024	164.79		052078		
I-1MV1-QKD1-TY1M	Solid State Hard Drive - ENG	R	2/14/2024	177.70		052078		
I-1NQM-XL13-YL66	Toilet Seat - LCRA	R	2/14/2024	72.28		052078		
I-1RT6-3DL1-V6RN	Power Strips - IT	R	2/14/2024	35.38		052078		
I-1YMK-4XN9-34HR	LED Shop Light - WP	R	2/14/2024	57.90		052078		
I-1YYK-3NPR-7DXC	Stationery Paper - LCRA	R	2/14/2024	21.12		052078		2,803.43
06060	Ameriflex							
I-INV690833	FSA Admin Fee	R	2/14/2024	76.00		052080		76.00
01602	ANGELUS BLOCK CO., INC.							
I-VT00328921	Type S Specm X - WP	R	2/14/2024	182.29		052081		182.29
00014	AQUA-FLO SUPPLY							
I-SI2252027	Brass Nipple & Ball Valve - UT	R	2/14/2024	284.87		052082		
I-SI2258535	Brass Bushing & Adapter - UT	R	2/14/2024	19.57		052082		304.44
01703	ARNOLD LAROCHELLE MATTHEWS							
I-9666	Metter #5088-001	R	2/14/2024	1,728.00		052083		1,728.00
01666	AT & T							
I-000021200852	Acct#9391080431	R	2/14/2024	920.68		052084		920.68
01666	AT & T							
I-000021242586	Local, Regional, Long Distance	R	2/14/2024	606.01		052085		606.01
00018	AT & T MOBILITY							
I-287294256431X0224	Acct#287294256431	R	2/14/2024	1,087.16		052086		1,087.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00030	B&R TOOL AND SUPPLY CO I-1900996902 Actuator Assembly - LCRA	R	2/14/2024	228.19		052087		228.19
06090	Bartle Wells Associates I-196I-1008 Water Rate Study - ADM	R	2/14/2024	2,026.00		052088		2,026.00
06174	BFS Group of California LLC I-74880857-00 Red Wood - MAINT	R	2/14/2024	5,486.78		052089		5,486.78
00055	CASITAS BOAT RENTALS I-Jan 24 Gas for Boat - LCRA	R	2/14/2024	221.05		052090		221.05
03021	Central Communications I-000031-633-861 Call Center 01/24	R	2/14/2024	133.85		052091		133.85
00117	CERTEX USA, INC I-10821289-00 Wire Rope - LCRA	R	2/14/2024	2,439.94		052092		2,439.94
00058	COAST TO COAST I-53826 Hand Sanitizer - UT	R	2/14/2024	30.29		052093		30.29
01843	COASTAL COPY I-1094624 Copier Usage - LCRA	R	2/14/2024	206.26		052094		206.26
00062	CONSOLIDATED ELECTRICAL I-9009-1043362 0.250INX7FT LBL & Self Lams -L I-9009-1043374 1" EMT Conduit - LAB I-9009-1043540 Switchboard - ENG	R R R	2/14/2024 2/14/2024 2/14/2024	379.22 346.53 107,583.76		052095 052095 052095		108,309.51
00719	CORELOGIC INFORMATION SOLUTION I-82202777 Realquest Subscription	R	2/14/2024	137.50		052096		137.50
02722	D&H Water Systems I-I2024-0140 Ultra Mag Meter 24" - LAB	R	2/14/2024	14,771.50		052097		14,771.50
01764	DataProse, LLC I-DP2400421 UB Mailing 01/24	R	2/14/2024	4,930.74		052098		4,930.74
02544	Department of Justice I-714596 Fingerprinting - EM	R	2/14/2024	32.00		052099		32.00
06127	Dion & Sons, Inc I-SP22637 Diesel - LCRA I-SP22638 Gas - LCRA I-SP22667 Diesel - Portable Tank	R R R	2/14/2024 2/14/2024 2/14/2024	2,392.02 1,117.23 2,454.93		052100 052100 052100		5,964.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06008	Docu Products I-276767 Copier Usage - DO	R	2/14/2024	185.49		052101		185.49
03910	DoiT International USA, INC I-IN234014611 Google Apps 12/23 I-IN244000181 Google Apps 01/24	R	2/14/2024	2,652.00		052102		5,304.00
00086	E.J. Harrison & Sons Inc I-697 Acct#500766090	R	2/14/2024	1,088.79		052103		1,088.79
00095	FAMCON PIPE & SUPPLY I-S100115122.003 Female Copper THD - PL I-S100120512.001 2X21 Blk Seamless Steel Pipe	R	2/14/2024	913.77		052104		3,404.76
00093	FEDERAL EXPRESS I-8-403-82255 Shipping - LAB	R	2/14/2024	19.78		052105		19.78
00101	FISHER SCIENTIFIC I-9743927 EF Kwik-stik - LAB	R	2/14/2024	172.95		052106		172.95
01838	WILLIS HAND I-021224 Reimburse Expenses 02/24	R	2/14/2024	180.00		052107		180.00
06179	Harrell & Company Advisors, LL I-020124 CDIAC Annual Report - WP	R	2/14/2024	750.00		052108		750.00
00369	HARRINGTON INDUSTRIAL PLASTICS I-013D1519 2" Valve & Actuator - TP I-013D1544 O Ring - TP	R	2/14/2024	554.55		052109		1,011.28
00894	HOSE-MAN, INC. I-00056247 2" Coupler & Hose Assembly - W	R	2/14/2024	266.81		052110		266.81
05799	Jack Henry & Associates Inc. I-4528921 RemitPlus Express - ADM	R	2/14/2024	250.00		052111		250.00
06181	Nancy Jackson I-1342240 Camping Cancellation - LCRA	R	2/14/2024	6.50		052112		6.50
00667	Kennedy/Jenks Consultants, Inc I-1169410 DBP Reduction Fat Pipe - ENG	R	2/14/2024	12,557.50		052113		12,557.50
03888	Eric Lara I-021324 Reimburse Expenses 02/24	R	2/14/2024	1,003.36		052114		1,003.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151	MEINERS OAKS ACE HARDWARE							
I-064860	Bar & Chain Oil - LCRA	R	2/14/2024	21.44		052115		
I-065705	Silicone - FISH	R	2/14/2024	13.64		052115		
I-066483	Bolts & Screws - LCRA	R	2/14/2024	8.75		052115		
I-069040	Fittings - UT	R	2/14/2024	150.99		052115		
I-069922	Goof Off Spray - LCRA	R	2/14/2024	26.32		052115		
I-069959	Mending Brace, Bolts & Screws	R	2/14/2024	132.69		052115		
I-070058	Blade Hack, Bolts & Screws -WP	R	2/14/2024	36.28		052115		
I-070097	Tow Strap & Knife - UT	R	2/14/2024	92.61		052115		
I-070143	Tarp - TP	R	2/14/2024	39.02		052115		
I-070145	Bolts & Screws - WP	R	2/14/2024	41.29		052115		
I-070186	Box Gry - WP	R	2/14/2024	6.82		052115		
I-070197	Tape & Stencil Kit HD - TP	R	2/14/2024	16.56		052115		
I-070216	Wire Rope - LCRA	R	2/14/2024	16.57		052115		
I-070307	Spray Paint - WP	R	2/14/2024	31.08		052115		
I-070393	Tool Box & Batteries - UT	R	2/14/2024	113.71		052115		
I-070440	Soap & Funnel Poly - UT	R	2/14/2024	11.98		052115		
I-070465	plier 10" Pump & Adapter - LCR	R	2/14/2024	64.37		052115		
I-070500	Batteries - MAINT	R	2/14/2024	0.45		052115		
I-070504	Cord Extention - FISH	R	2/14/2024	68.48		052115		
I-070559	Wire - MAINT	R	2/14/2024	7.55		052115		
I-070694	Screws - TP	R	2/14/2024	20.37		052115		
I-070720	Supplies for Utulities	R	2/14/2024	182.57		052115		
I-070778	Paint - TP	R	2/14/2024	21.78		052115		
I-070852	Plastic Pail & Gear Tie - O&M	R	2/14/2024	17.73		052115		1,143.05
03444	Mission Linen Supply							
I-520974751	Uniform Pants - PL	R	2/14/2024	46.79		052118		
I-520974752	Uniform Pants - MAINT	R	2/14/2024	28.13		052118		
I-520974755	Uniform Pants - TP	R	2/14/2024	53.41		052118		
I-521017803	Uniform Pants - PL	R	2/14/2024	46.79		052118		
I-521017804	Uniform Pants - MAINT	R	2/14/2024	28.13		052118		
I-521017807	Uniform Pants - TP	R	2/14/2024	53.41		052118		256.66
01570	Ojai Auto Supply							
I-586086	Battery - LCRA	R	2/14/2024	168.75		052119		
I-586557	Exactfitblade - Unit 31	R	2/14/2024	32.15		052119		
I-586911	Blower Motor - Unit 41	R	2/14/2024	41.89		052119		242.79
00165	OJAI LUMBER CO, INC							
I-2401-773450	10x1" Mending Plate - WP	R	2/14/2024	27.73		052120		27.73
00169	OJAI VALLEY SANITARY DISTRICT							
I-25867	Cust #20594	R	2/14/2024	324.97		052121		324.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00169 I-25945	OJAI VALLEY SANITARY DISTRICT Cust #52921	R	2/14/2024	59.12		052122		59.12
01439 I-62027	PRECISION POWER EQUIPMENT Honda 160 Engine - MAINT	R	2/14/2024	517.19		052123		517.19
00790 I-BI85011313A I-BI85011482A	PROFORMA Uniform Shirts - LCRA Business Cards - LCRA	R R	2/14/2024 2/14/2024	664.93 189.51		052124 052124		854.44
01109 I-15453 I-15454	SALVADOR LOERA TRANSPORTATION Base - LCRA D.G. - LCRA	R R	2/14/2024 2/14/2024	847.50 1,575.00		052125 052125		2,422.50
02756 I-2574337-IN	SC Fuels Gas & Diesel - DO	R	2/14/2024	3,236.29		052126		3,236.29
06067 I-1101202311302023	Scceswest, Inc Equip Rental & Rip Rap FEMA	R	2/14/2024	84,060.00		052127		84,060.00
06091 I-909538	RedNova Labs, Inc. StoreEDGE FMS/Website Pro	R	2/14/2024	337.50		052128		337.50
01147 I-5066	SUPERIOR GATE SYSTEMS Canal Gate Repair - MAINT	R	2/14/2024	150.00		052129		150.00
01959 I-10000012161	The Wharf Uniform Pants, Hoodie, Shirts	R	2/14/2024	580.54		052130		580.54
06180 I-CASIT2401	Tony Lipka, Consultant and Tra CAL/OSHA & NFPA Training	R	2/14/2024	125.00		052131		125.00
09465 I-21964113	TRAVIS AGRICULTURAL CONSTRUCTI Mutual Well 7 Equip Contract	R	2/14/2024	40,547.03		052132		40,547.03
03058 I-74586 I-75242	VC Metals Inc Carbon Sq Tube - WP Carbon Sq Tube - WP	R R	2/14/2024 2/14/2024	45.26 173.48		052133 052133		218.74
00258 I-297658	VENTURA STEEL, INC Item for Camara Project - PL	R	2/14/2024	779.71		052134		779.71
09955 I-307226	VENTURA WHOLESALE ELECTRIC 12 Solid Thhn Wire - WP	R	2/14/2024	394.82		052135		394.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00250	COUNTY OF VENTURA CUPA Fees #2 Pump Plant	R	2/14/2024	1,431.11		052136		1,431.11
00663	WAXIE SANITARY SUPPLY Janitorial Supplies - LCRA	R	2/14/2024	2,213.84		052137		
	Janitorial Supplies - LCRA	R	2/14/2024	1,487.71		052137		3,701.55
02587	A&M LAWNMOWER SHOP Repair Spray Rig Motor- MAINT	R	2/21/2024	100.00		052138		100.00
01325	Aflac Worldwide Headquarters Supplemental Insurance 02/24	R	2/21/2024	2,790.36		052139		2,790.36
00012	ALL-PHASE ELECTRIC SUPPLY CO. Circuite Breaker - LAB	R	2/21/2024	764.42		052140		764.42
03044	Amazon Capital Services Rotary Hammer Depth Stop - MAI	R	2/21/2024	23.56		052141		
	Gloves - MAINT	R	2/21/2024	124.94		052141		
	Wilton Bench Vises - MAINT	R	2/21/2024	438.63		052141		
	Wallarge Atomic Clock - LAB	R	2/21/2024	28.95		052141		
	Green T-Post 5 Foot Lenghts	R	2/21/2024	1,214.06		052141		
	3M Respirator - MAINT	R	2/21/2024	112.55		052141		
	Air Filter - MAINT	R	2/21/2024	83.00		052141		
	Grease Cartridge - PL	R	2/21/2024	128.56		052141		
	Flash Lights - MAINT	R	2/21/2024	345.32		052141		2,499.57
06060	Ameriflex FSA Admin Fee	R	2/21/2024	76.00		052142		76.00
00417	APPLIED INDUSTRIAL TECHNOLOGY Stearns Brakes - PL	R	2/21/2024	1,623.01		052143		1,623.01
00014	AQUA-FLO SUPPLY Brass nipple 7 Bushing - EM	R	2/21/2024	13.24		052144		13.24
00840	AQUA-METRIC SALES COMPANY 2" Omni Meter - UT	R	2/21/2024	803.30		052145		803.30
00018	AT & T MOBILITY Acct#287290467941X0224	R	2/21/2024	250.26		052146		
	Acct#287327817962X0224	R	2/21/2024	36.41		052146		286.67

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03429	AT&T I-0313176803 Acct#8310011246015	R	2/21/2024	2,210.40		052147		2,210.40
03429	AT&T I-5541076809 Acct#8310009376326	R	2/21/2024	1,287.10		052148		1,287.10
03429	AT&T I-5742586805 Acct#8310009376372	R	2/21/2024	1,287.10		052149		1,287.10
00030	B&R TOOL AND SUPPLY CO I-1900997245 Cable Pullers & Drill Bits -PL	R	2/21/2024	316.61		052150		316.61
00679	BAKERSFIELD PIPE & SUPPLY INC I-S3105394.001 Gaskets & Teflon Coated - LAB	R	2/21/2024	116.02		052151		116.02
06174	BFS Group of California LLC I-74702927-00 8.25x12' Peppery Ash Siding	R	2/21/2024	3,704.82		052152		3,704.82
03702	Cannon Corporation I-87438 Robles Spillway Repair Design	R	2/21/2024	6,620.00		052153		6,620.00
00752	COLE-FARMER INSTRUMENT CO. I-3491614 Om OO Tips - LAB I-3661828 1uS Conductivity - LAB	R R	2/21/2024 2/21/2024	92.90 116.84		052154 052154		 209.74
00061	COMPUWAVE I-SB01047748 Mcafee Mvision Std - IT	R	2/21/2024	1,497.00		052155		1,497.00
06161	Conejo Valley Power Washing I-1026 Exterior Hypo Tank Cleaning-TP	R	2/21/2024	1,800.00		052156		1,800.00
02722	D&H Water Systems I-I2024-0184 6" Ultra Mag Meter Mutual 5	R	2/21/2024	575.53		052157		575.53
06127	Dion & Sons, Inc I-SP22714 Diesel - Portable Tank I-SP22715 Diesel - Portable Tank	R R	2/21/2024 2/21/2024	2,508.24 915.31		052158 052158		 3,423.55
00086	E.J. Harrison & Sons Inc I-7249 Acct#102258843	R	2/21/2024	325.99		052159		325.99
00095	FAMCON PIPE & SUPPLY C-S100121056.001 Short Rings Return - UT I-S100112818.001 Short Adapters - UT I-S100120029.002 6X6 Flanged Hydrant Risers I-S100120315.001 30" MarMac Coupling - PL I-S100120326.001 18" Pipe & Coupling - PL I-S100121005.001 Jones Fire Hydrants - UT	R R R R R R R	2/21/2024 2/21/2024 2/21/2024 2/21/2024 2/21/2024 2/21/2024 2/21/2024	159.27CR 176.96 690.69 1,210.85 558.77 27,080.63		052160 052160 052160 052160 052160 052160		 29,558.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00099	FGL ENVIRONMENTAL							
I-400072A	OWS Stage 2 DBP 01/02/24	R	2/21/2024	479.00		052161		
I-401484A	CMWD - 01/30/24	R	2/21/2024	63.00		052161		542.00
00101	FISHER SCIENTIFIC							
I-9855451	MacConkey Plates - LAB	R	2/21/2024	39.87		052162		39.87
01047	FORESTRY SUPPLIERS, INC.							
I-503403-00	Level Rod - FISH	R	2/21/2024	239.47		052163		239.47
00596	HOME DEPOT							
I-1422595	Steel Wire Shelving - PL	R	2/21/2024	433.29		052164		
I-3023586	Rotary Hammer & 18 Volt Batter	R	2/21/2024	1,368.73		052164		1,802.02
00793	LOS ANGELES REGIONAL WATER							
I-022124	Application Fee Emergency Repa	R	2/21/2024	2,985.00		052165		2,985.00
00151	MEINERS OAKS ACE HARDWARE							
I-070060	Bolts & Screws - EM	R	2/21/2024	1.93		052166		
I-071257	Rake Flex & Gloves - TP	R	2/21/2024	107.50		052166		
I-071261	Respirator CNST - UT	R	2/21/2024	23.41		052166		
I-071275	Flapper Korky Plus Card - MAIN	R	2/21/2024	4.87		052166		
I-071407	Deck Screw & Wire Brush - MAIN	R	2/21/2024	95.72		052166		
I-071423	Resin Marine & Fiberglas - UT	R	2/21/2024	33.93		052166		
I-071515	Elbow & Hex Bushing - PL	R	2/21/2024	21.06		052166		288.42
03969	NEOGOV							
I-INV-32431	NEOGOV Subscription	R	2/21/2024	3,929.00		052167		3,929.00
05994	NV5, Inc							
I-000000362553	Backcountry Rd Geotech 931	R	2/21/2024	29,670.00		052168		
I-000000370900	Backcountry Rd Geotech 931	R	2/21/2024	2,130.00		052168		31,800.00
01570	Ojai Auto Supply							
I-587015	Snap Ring Pliers - EM	R	2/21/2024	45.33		052169		45.33
00168	OJAI VALLEY NEWS							
I-8255	Ad 02/16/24	R	2/21/2024	183.00		052170		183.00
00188	PETTY CASH							
I-021424	Replenish Petty Cash - DO	R	2/21/2024	347.96		052171		347.96
00627	PORT SUPPLY							
C-003570	Reef Bid Return - UT	R	2/21/2024	146.15CR		052172		
I-006269	Rain Gear - EM	R	2/21/2024	563.72		052172		
I-009007	Reef Jacket - PL	R	2/21/2024	146.15		052172		
I-009008	Rain Gear - UT	R	2/21/2024	850.80		052172		
I-1412870	Rain Gear - PL	R	2/21/2024	144.13		052172		
I-1413226	Bid - UT	R	2/21/2024	128.69		052172		1,687.34

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00725	SMART & FINAL Water - PL	R	2/21/2024	45.92		052173		45.92
01959	The Wharf Clothing Uniform - UT	R	2/21/2024	386.80		052174		386.80
00825	USA BLUEBOOK CL 17 Reagents - TP	R	2/21/2024	513.26		052175		
	I-INV00280503 PA Kwik-stik & E. Coli Kwik-LA	R	2/21/2024	227.07		052175		740.33
00330	WHITE CAP CONSTRUCTION SUPPLY Drill Bits - PL	R	2/21/2024	149.30		052176		149.30
06056	Ameriflex FSA Deduction	R	2/21/2024	1,186.44		052177		1,186.44
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	2/21/2024	2,359.62		052178		
	I-DI%202402202265 DEFERRED COMP PERCENT	R	2/21/2024	124.36		052178		2,483.98
00985	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R	2/21/2024	1,184.90		052179		
	I-DCN202402202265 DEFERRED COMP FLAT	R	2/21/2024	10,737.91		052179		
	I-DN%202402202265 DEFERRED COMP PERCENT	R	2/21/2024	931.11		052179		12,853.92

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	102	446,546.80	0.00	446,546.80
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	202,397.39	0.00	202,397.39
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			111	648,944.19	0.00	648,944.19
BANK: AP	TOTALS:		111	648,944.19	0.00	648,944.19
REPORT TOTALS:			111	648,944.19	0.00	648,944.19

Adjudication Charge Fund Account

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.

Adj. Checks: No checks cut during this period
Adj. Draft
Voids:



Janyne Brown, Chief Financial Officer

Minutes of the Casitas Municipal Water District
Board Meeting Held
February 14, 2024

1. CALL TO ORDER

President Hajas called the meeting to order at 5:00 p.m.

2. ROLL CALL

Directors Cole, Brennan, Bergen, Kaiser and Hajas are present. Also present are GM Flood, AGM Dyer, and Counsel McNulty. EA Vieira attending via Zoom.

3. PLEDGE OF ALLEGIANCE

President Hajas led the pledge.

4. AGENDA CONFIRMATION

There were no changes to the agenda.

5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

None

6. CONSENT AGENDA

6.a. Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b. Minutes of the January 10, 2024 Board Meeting.
[1 10 2024 Min.pdf](#)

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

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

7. ACTION ITEMS

7.a. Approve a letter of agreement with the US Bureau of Reclamation for environmental study services related to the Ventura-Santa Barbara Counties Intertie Project.
[Board Memo USBR Environmental Study Agreement 021424.pdf](#)

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

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

- 7.b. Deny a damage claim filed by Scott Wilson (1060 Del Norte Rd, Ojai) against the District in the amount of \$7,000.00.

[Board Memo Wilson Damage Claim 021424.pdf](#)
[Wilson Damage Claim 120623 ATT1.pdf](#)
[Wilson Damage Claim Attachment 120623 ATT2.pdf](#)
[Wilson Claim Response 121423 ATT3.pdf](#)

Mr. Wilson appealed to the board regarding his damage claim, providing pictures of the water intrusion. Water tests were performed by the district that showed that the water was not from the Casitas system. Mr. Wilson asked if he could see the water tests that were done. GM Flood will check to see if there is a record of the testing that was done.

On the motion of Director Cole, seconded by Director Brennan, the above recommendation to deny the claim was approved by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

- 7.c. Approve a Resolution Authorizing Casitas MWD Memberships for Calendar Year 2024.

[Board Memo Calendar Year District Memberships 021424.pdf](#)
[Membership_Resolution 021424 ATT1.pdf](#)

With lower water sales, the district has been implementing cost cutting measures including the proposed reduction in memberships this year. The board discussed adding back in the Chamber of Commerce for Ventura and Ojai.

The resolution with the addition of the Chambers of Commerce added to the list of memberships was offered by Director Kaiser, seconded by Director Brennan, and adopted by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 2024-01

- 7.d. Adopt a resolution proclaiming the existence of a local emergency.
[Resolution - Declaration of Local Emergency 2.14.2024.pdf](#)
[Exhibit A. 2-4-2024 Governor Emergency Proclamation ATT1.pdf](#)

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

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 2024-02.

- 7.e. Authorize the General Manager to sign Change Order No. 6 for the West and East Ojai Avenue Pipeline Replacement, Specification No. 19-411, to Burns Pacific Construction in the amount of \$1,837.54.
[W_E_Ojai Ave. Pipeline Replacement_COR No.6.pdf](#)
[West_East_Ojai Ave Pipeline Replacement Change Order #6_20240214.pdf](#)

On the motion of Director Cole, seconded by Director Brennan, the above recommendation was approved by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

- 7.f. Authorize the General Manager to issue Task Order 2018-08 Amendment No. 7 to Water Works Engineers (WWE) for additional engineering services for the West and East Ojai Avenue Pipeline Replacement, Specification No. 19-411, in an amount not to exceed \$37,654.00.
[Task Order Amendment 7_WWE_West East Ave Pipeline 0214_2024.pdf](#)
[CMWD Ojai Ave Pipeline_Amend 7 - Addtl ESDC Srvcs \(20240129\).pdf](#)

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

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

8. INFORMATION ITEMS

- 8.a. Recreation Committee Minutes.
[Rec Minutes 010924.pdf](#)
- 8.b. Finance Committee Minutes.
[Finance Committee Minutes 011924.pdf](#)

- 8.c. January 2023 Storm Accumulated Cost Summary.
[Board Memo January 2023 Storms 2.14.24.pdf](#)
- 8.d. State Water Project Intertie Report.
[SWP Intertie Project Cost 1-31-24.pdf](#)
- 8.e. CFD 2013 Report.
[CFD 2013-1 Project Cost 1-31-2024.pdf](#)
- 8.f. Investment Report.
[Investment Report FY2024 January.pdf](#)
- 8.g. Adjudication Charges Report.
[Adjudication Charges YTD 1.31.24.pdf](#)
- 8.h. Consumption Report December 2023.
[Consumption 2023-2024.pdf](#)
- 8.i. Financials November 2023 and Non Budgeted Items.
[Financial Statements 11-30-2023 Summary.pdf](#)

The information items were received with Director Kaiser asking if LAIF and COVI should be reconsidered for investments. CFO Brown informed the board that the \$1.6 million in the money market will have to be pulled due to low water sales. Investment money can be moved to LAIF if there is an opportunity.

9. GENERAL MANAGER COMMENTS

GM Flood reported damage to the cut off wall has been repaired and we are doing some minor backfill. The work that was done last year held up well. There was two feet of water over that wall Sunday night and flowed at 12,000 cfs for about four hours. There was some damage and we will have to excavate the whole thing. Since the low in December, we are up 20,000 acre feet. We will hit 80% next week.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Brennan attended the Ventura Water Commission workshop on CIP and got an update Foster Park.

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

None

President Hajas moved the meeting into closed session at 5:52 p.m.

12. CLOSED SESSION

12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

12.b. Conference with Legal Counsel - Anticipated Litigation (Government Code Section 54956.9(b)
Number of potential cases: 1

President Hajas moved the meeting back into open session at 6:12 p.m. with Mr. McNulty stating the board met in closed session and there was no reportable action taken on either item.

13. ADJOURNMENT

President Hajas adjourned the meeting at 6:13 p.m.

Mary Bergen, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE ENVIRONMENTAL CONSULTING SERVICES
DATE: 02/28/24

RECOMMENDATION:

- Authorize the General Manager to issue a Task Order to Rincon Consultants for professional environmental consulting services for the Ventura-Santa Barbara Counties Intertie for a fee not to exceed \$35,866.05.

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations to connect the Carpinteria Valley Water District (CVWD) and Casitas systems. Design for the pipeline is complete and the pump station design is currently on hold pending additional environmental compliance. A grant from the US Bureau of Reclamation (USBR) under the WaterSMART program is in process. Because of this federal funding source, and the fact Casitas will be connecting to existing USBR facilities, compliance with the National Environmental Policy Act (NEPA) is required.

A proposal was requested from Rincon Consultants to prepare the required NEPA documents. Rincon previously prepared the Initial Study – Mitigated Negative Declaration (IS-MND) needed for the project to comply with the California Environmental Quality Act (CEQA), which included CEQA plus analysis. The Board adopted the IS-MND in March 2023. The CEQA analysis will be updated for the Environmental Assessment (EA) required by USBR for compliance with NEPA.

The proposal from Rincon includes the following tasks:

Task	Estimated Fee
1 – Project Management	\$5,352.00
2 – Technical Report Updates	\$6,599.05
3 – Administrative Draft Environmental Assessment (EA)	\$18,269.00
4 – Public Review Draft EA	\$3,247.00
5 – Final EA	\$2,399.00
TOTAL	\$35,866.05

The NEPA process also requires Section 106 consultation with tribes; USBR staff have indicated they will perform this work.

Rincon estimates completion of the Environmental Assessment required by USBR within approximately four to six months of Notice to Proceed. The timeframe will ultimately depend on USBR staff review time of the EA and USBR staff completion of Section 106 compliance.

BUDGET IMPACT:

The budget for fiscal year 2023-2024 included \$5,000,000 for the project, of which approximately \$250,000 has been spent to date. Funds in the amount of \$250,00 will be requested for fiscal year 2024-2025.

Attachment: Proposal from Rincon Consultants dated February 23, 2024



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

February 23, 2024

Rincon Project No. 24-15742

Julia Aranda, Engineering Manager

Casitas Municipal Water District

1055 Ventura Avenue

Oak View, California 93022

Via email: jaranda@casitaswater.com

Subject: Proposal to Provide National Environmental Policy Act (NEPA) Environmental Consulting Services for the Ventura-Santa Barbara Counties Intertie Project, Ventura and Santa Barbara Counties

Dear Ms. Aranda:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to provide environmental consulting services for the Casitas Municipal Water District (Casitas) Ventura-Santa Barbara Counties Intertie Project (project), located in unincorporated portions of Ventura and Santa Barbara counties.

Project Understanding

The project involves the construction and operation of potable water infrastructure to connect the Casitas and Carpinteria Valley Water District (CVWD) water transmission systems. The proposed project includes approximately 7,100 linear feet (LF; 1.3 miles) of new 16-inch-diameter potable water pipeline, two new booster pump stations, replacement of portions of the existing Rincon Main, and improvements to infrastructure at other existing Casitas facilities. The pipeline would traverse the boundary between Ventura and Santa Barbara counties and act as a two-way intertie to allow the transfer of water between Casitas and CVWD, as necessary.

Since 2019, Rincon has been contracted with Casitas to provide environmental consulting services for the proposed project, including development of California Environmental Quality Act (CEQA) documentation. In March 2023, Casitas adopted the Final Initial Study – Mitigated Negative Declaration (IS-MND) for the project.

Rincon understands Casitas is currently pursuing project funding through the Clean Water State Revolving Fund, administered by State Water Resources Control Board (SWRCB) on behalf of the U.S. Environmental Protection Agency; as well as funding from the U.S. Bureau of Reclamation (USBR). We understand the project also involves a physical nexus with USBR facilities at the proposed tie-in to Lake Casitas. Per a phone conversation on May 11, 2023, with Casitas, SWRCB, and USBR staff, we understand USBR has taken on the role of lead federal agency for National Environmental Policy Act (NEPA) review.

Per email communications and a phone call with Casitas and USBR staff on January 31, 2024, we understand USBR has authorized Casitas to develop a draft NEPA document to inform USBR's NEPA process. USBR staff indicated an Environmental Assessment (EA) would be the most appropriate documentation for the proposed project and provided a template EA for Casitas' use. In addition, USBR staff provided the following verbal directions, which we've incorporated into our scope of work assumptions:



- The only project alternative to be evaluated in the EA is a “No Project Alternative.” No engineering design alternatives will be evaluated.
- USBR will be responsible for handling Section 106 consultation and public circulation of the EA, including a website posting, internal notifications, and processing, and noticing in the federal register.

Scope of Work

Using the template EA provided by USBR staff, Rincon will prepare an EA and requisite supporting documentation that addresses issues required for NEPA analysis in accordance with 40 Code of Federal Regulations (CFR) 1508.9, 43 CFR 46.300-325, and 516 Department Manual 1.12. We will use available existing analyses and background information to aid in the development of EA preparation. Existing analyses and background information will include the 2023 Final IS-MND prepared by Rincon, as well as the project site plans. Our work program for preparing the EA is outlined below.

Task 1 Project Management

This task includes coordination with Casitas and USBR, and includes hours required for professional project management, such as coordination for an internal kickoff meeting that will serve as a forum to discuss fundamental process, scope, and approach issues; external meetings with Casitas and USBR to establish a communication protocol; and regular communication and status updates. Rincon assumes that up to four check-in meetings will occur throughout the duration of this proposed scope, and that two meetings with USBR will occur—one meeting at project initiation, and one meeting after USBR’s comments on the Administrative Draft EA have been received.

Task 2 Technical Report Updates

This task includes the preparation of a memorandum that will accompany the existing Biological Resources Assessment, prepared for the 2023 Final IS-MND. While most of the information in this study will remain relevant to the proposed project and project site, given the time that has passed since preparation of the study and initiation of this project (5 years), Rincon will prepare a follow-up memorandum that provides the most recent database information. Rincon will also conduct a cultural resources records search for the project site. The scopes of work for the Biological Resources Assessment memorandum and cultural resources records search are detailed below.

Task 2.1 Memorandum to the Biological Resources Assessment

Rincon prepared a Biological Resources Assessment in 2022 to support and inform the CEQA documentation. Per USBR staff guidance, we understand USBR considers U.S. Fish and Wildlife Service Information for Planning and Consulting (IPaC) species lists to be outdated after one year.

Under this task, Rincon will conduct a literature review of the California Natural Diversity Database, limited to federally listed species, and IPaC database to analyze new changes to the list of federally endangered or threatened species within the vicinity of the project site, and prepare a brief technical memorandum that details such changes. This memorandum will append the 2022 Biological Resources Assessment and would focus on federally listed species. The information within this memorandum would support the biological resources analysis within the EA. For this task, Rincon assumes that no focused biological surveys or studies will be conducted, and no wildlife agency



consultation will be required. Rincon will respond to one round of comments from Casitas and one round of comments from USBR on this memorandum.

Task 2.2 Records Search

Rincon prepared a Cultural Resources Technical Study in 2022 to support and inform the CEQA documentation. The Cultural Resources Technical Study relied on a cultural resources records search dated May 2019. It is our understanding that federal agencies generally require new records searches be conducted after five years.

Under this task, Rincon will request an updated records search from the South Central Coastal Information Center located at California State University, Fullerton, and the Central Coast Information Center located at the Santa Barbara Museum of Natural History, to determine whether any new cultural resources have been documented on the project site since the 2019 records search. Rincon assumes the total cost for the records searches will not exceed \$1000. Rincon assumes that no new cultural resources will be identified and that conclusions may be directly integrated into the Administrative Draft EA. For this task, Rincon assumes no additional fieldwork will be conducted and USBR will handle all Section 106 consultation.

Task 3 Administrative Draft EA

The EA will be prepared in accordance with NEPA and USBR requirements as outlined in 40 CFR 1508.9, 43 CFR 46.300-325, and 516 Department Manual 1.12. Existing information from the adopted 2023 Final IS-MND and technical studies for the project will be leveraged as much as possible; Rincon assumes that no additional analysis will be required and information in the 2023 Final IS-MND can be summarized within the EA. Resource evaluations will be consistent with applicable industry or regulatory standards/guidance. Our work program for preparing the EA is outlined below.

- **Introduction:** Rincon will describe existing conditions and background information related to the proposed project, based on information contained in existing environmental documentation for the project site and supplementary research as necessary. In coordination with Casitas, Rincon will develop a Statement of Purpose and Need for the Proposed Action.
- **Alternatives Including Proposed Action:** This section will describe the proposed project, as defined in terms of the federal decision to be made. Rincon assumes that no additional project details will be required beyond those previously included in the 2023 Final IS-MND. Additionally, Rincon will describe the No Project Alternative. While the No Project Alternative is not required in an EA under Council on Environmental Quality or Department of the Interior regulations, it is USBR's practice to include it because it provides an appropriate basis by which all other alternatives are compared. As confirmed by USBR staff, Rincon assumes the only alternative to be analyzed will be the No Project Alternative.
- **Affected Environment and Environmental Consequences:** While the Affected Environment section is not required for an EA, it is USBR's practice to include this section because of its usefulness in analyzing the context and intensity of effects. The Affected Environment section will describe environmental trends and existing conditions and the areas of concern that may be affected by the proposed project. The Environmental Consequences section will focus on those resources that may be affected in a significant way by the proposed project. In this section, Rincon will address short-term and long-term effects, direct and indirect effects, irreversible and irretrievable resource commitments, and potential beneficial effects. Should resource areas be determined to not result



in adverse effects, they will be listed within the Resources Eliminated from Further Analysis discussion of this section. As informed by the template EA provided by USBR staff, resource areas to be addressed include:

- Aesthetics
- Air Quality
- Agricultural Resources
- Biological Resources
- Climate Change
- Cultural Resources
- Environmental Justice
- Indian Sacred Sites
- Indian Trust Assets
- Geology and Soil Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Recreation
- Socioeconomic Resources
- Traffic and Transportation
- Utilities and Service Systems
- Water Resources

- **Consultation and Coordination:** This section will include a list of parties consulted including agencies, Indian tribes (including trustees and beneficiaries), cooperating agencies, and other members of the public. Within this section, Rincon will document, in chronological order, the meetings, news releases, and other consultation and coordination activities leading to the selection and development of the proposed project. Rincon will also include a list of required permits, along with a determination of who will be responsible for obtaining these permits.

Rincon will submit one electronic copy of the Administrative Draft EA in either PDF or Word format (with supporting documentation). Rincon will respond to one round of comments from Casitas and one round of comments from USBR on the Administrative Draft EA.

Task 4 Public Review Draft EA

After receiving comments on the Administrative Draft EA, Rincon will produce the Draft EA for public and agency review. Within three weeks of receipt of comments on the Administrative Draft EA, Rincon will provide one electronic copy (PDF and/or MS Word) to Casitas. Per USBR staff confirmation, Rincon assumes that USBR will prepare and circulate a combined finding of no significant impact (FONSI) and notice of intent of request for release of funds (NOIRROF) and be responsible for publication in a newspaper of general circulation and noticing in the federal register. Rincon assumes that no hard copies of the Public Review Draft EA will be provided.

Task 5 Final EA

Within two weeks of receipt of public comments on the Draft EA, Rincon will prepare written responses and submit them to Casitas and USBR for review, as requested. Rincon assumes that up to two public comment letters will be received, each not to exceed two pages in length. Rincon assumes that approximately six staff hours will be needed to address public comments on the Draft EA. Rincon will integrate responses to public comments within the Draft EA, and assumes that no changes to the Draft EA will be required based on public comments. Rincon will respond to one round of comments from Casitas and one round of comments from USBR on the Final EA. Rincon assumes that USBR will post the Final EA in the federal register.

Assumptions

Rincon will use the following assumptions when completing the above scope of work:



- This project assumes a schedule of up to six months from notice to proceed and assumes commencement in 2024. Project delays or extensions to the schedule outside of Rincon’s control and beyond this timeframe may require additional budget for project management activities and/or escalation of fees, to be negotiated as needed with Casitas.
- No field surveys will be required.
- All draft and final documents will be provided electronically (Word for draft documents and PDF for final documents). No hard copies will be provided.
- No modifications to the project description will occur and the project site has not changed since the 2023 Final IS-MND.
- The only project alternative to be evaluated in the EA is a “No Project Alternative.” No engineering design alternatives will be evaluated.
- The new IPaC and California Natural Diversity Database searches will not identify newly added listed species previously unidentified in the 2022 BRA with a moderate or higher potential to occur on the project site. If new species are identified with a moderate or higher potential to occur on the project site, Rincon reserves the right to request additional scope and cost to document and analyze the project’s potential effects to those species.
- The cultural resources records search will not result in the identification of new mapped cultural resources on or adjacent to the project site, beyond those previously identified in the original records search.
- Rincon will respond to one round of comments from Casitas and one round of comments from USBR on each deliverable.
- Rincon will not format documents for Americans with Disabilities Act accessibility. We assume that if accessibility remediation is required by USBR, such remediation would be conducted by USBR on the final documents.
- USBR will be responsible for handling public circulation of the EA, including a website posting, internal notifications, processing, publication in a newspaper of general circulation, and noticing in the federal register.
- This scope and cost do not include attendance at in-person meetings.
- Up to approximately six hours of Rincon staff time will be needed to address any public comments. Should the EA receive substantial public commentary, additional fees will apply.
- The project would be billed on a time and materials basis for professional services, and direct costs billed as incurred. Direct costs are subject to a 15 percent handling markup. Rincon reserves the right to adjust the budget within tasks so long as the total fee is not expended.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- Administrative Draft EA to be submitted for Casitas and USBR review within two weeks of USBR concluding Section 106 consultation.
- Public Review Draft EA to be submitted within three weeks of receipt of Casitas and/or USBR comments on the Administrative Draft EA, depending on volume and complexity of comments received.
- Final EA to be submitted within two weeks of receipt of public comments on the Public Review Draft EA, depending on volume and complexity of comments received.



Based on the milestones listed above, we anticipate completion of the EA within approximately four to six months of notice to proceed.

Cost

For this scope of work, we propose to use our 2023 Master Service Agreement rates, which represent an 8.5 percent discount when compared to our current 2024 rates. As shown in Table 1 below, the scope of work will be completed for a fee not to exceed **\$35,866.05**. We also note that Rincon has not used the total budget from our CEQA contract (Project No. 19-07446); our unused budget currently totals \$14,667.

Table 1 Cost Summary

Task	Estimated Cost
Task 1 Project Management	\$5,352.00
Task 2 Technical Report Updates	\$6,599.05
Task 2.1 Memorandum to the Biological Resources Assessment	\$3,305.50
Task 2.2 Records Search	\$3,293.55
Task 3 Administrative Draft EA	\$18,269.00
Task 4 Public Review Draft EA	\$3,247.00
Task 5 Final EA	\$2,399.00
Total	\$35,866.05

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Nicholas Carter at ncarter@rinconconsultants.com, or Jennifer Haddow, Principal-in-Charge, at jhaddow@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Nicholas Carter
Project Manager
843-714-1357
ncarter@rinconconsultants.com

Jennifer Haddow, PhD
Principal Environmental Scientist

Attachments

Attachment 1 Cost Rate Sheet



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

Reimbursable Expenses*

Direct Cost	Rates
Photocopies – Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Effective January 1, 2023



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$621
Boat (20 ft. Boston Whaler or Similar)	\$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs - Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$57
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Effective January 1, 2023

**CASITAS MUNICIPAL WATER DISTRICT
Board Memo**

DATE: February 23, 2024
TO: Board of Directors
FROM: Michael Flood, General Manager
SUBJECT: **Approve a 5-year agreement with Ojai Rotary West for the Ojai Wine Festival to be held at the Lake Casitas Recreation Area.**

RECOMMENDATION:

The Board approve a five-year agreement for years 2024 – 2028, for use of the Event Area on the second Saturday of June in 2024, 2025, 2026, 2027, and 2028 with the Rotary Club of Ojai West Wine Festival.

BACKGROUND AND OVERVIEW:

The Ojai Wine Festival is a model event at Lake Casitas and the previous five-year agreement has expired.

The new agreement has been changed slightly from the past agreement regarding fee structure.

SUMMARY:

The Ojai Wine Festival is excellently organized and has been a part of Lake Casitas Recreation Area for over 25 years, and therefore it is recommended that the Board of Directors approve the new five-year agreement as provided.

CASITAS MUNICIPAL WATER DISTRICT

LAKE CASITAS RECREATION AREA AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE FESTIVAL 2024 thru 2028

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

RECITALS

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

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

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

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

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

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

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

1. Term and General Terms of the Event.

- (a) With the execution of this Agreement, the first Ojai Wine Festival ("Event") will be held on Saturday, June 15, 2024. Within 90 days preceding an event, the Board, in its sole discretion, may terminate this agreement with no further obligation of either party to the other.
- (b) Sponsor may plan, conduct, manage and oversee the Event on June 21, 2025, June 20, 2026, June 19, 2027, and June 17, 2028, subject to 1(a) above and in accordance with the terms and conditions below.
- (c) Location or Site of Event. The Events will be staged at the Wadliegh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

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

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

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

- (a) A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
- (b) Thirteen percent (12%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
- (c) Fifteen percent (14%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
- (d) Seventeen percent (16%) of total gross receipts over \$150,000.00 as defined in (2) below.
 - (1) The payment schedule outlined in 2(a) through (d) above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in 2(a) through (d) above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefore.
 - (2) "Gross Receipts" as used in this Agreement shall mean the following:
 - a) Except as specifically provided by policy statement issued by the Casitas General Manager, the term "gross receipts" as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.
 - b) Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor, or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. The subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

c) Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.

d) The Casitas General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Casitas Legal Counsel, may further interpret the term "gross receipts" as used in this Agreement.

e) "Gross sales price": the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

f) Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the Casitas General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Sponsor in connection with Event. The method of accounting, including bank accounts, established for said Event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents:

- (i) Regular books of accounting such as general ledgers.
- (ii) Sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). All entrance to the event shall, for the purpose of accounting, count as tickets used.
- (iii) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- (iv) State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown.
- (v) Cash register tapes appropriately identified as to type of gross receipt (daily tapes may be separated but shall be retained so that from day to day the sales can be identified).
- (vi) Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

g) All sales and fee collections shall be recorded. The means of recording such sales and fee collections may include electronic data processing and record keeping equipment. The electronic data processing and record keeping equipment shall

contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.

h) All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the Casitas General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Casitas General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.

i) Sponsor shall not be required to maintain those documents, books, and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the Casitas General Manager and accepted by the Sponsor. If there is a dispute because of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties or adjudicated by the final judgment of a court of competent jurisdiction.

j) Notwithstanding paragraphs 4(h) and (i), Sponsor shall comply with all State and Federal retention of records requirements.

k) Sponsor shall furnish the Casitas General Manager with a gross receipts report showing the amount payable therefrom to Casitas. In addition, thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to Casitas. The financial statement shall be submitted within thirty (30) days after the Event.

l) In the event that an audit or review conducted by the Casitas General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to Casitas can be determined, the Casitas General Manager shall bill Sponsor for said losses and said amount is to be paid to Casitas within thirty (30) days following billing therefor unless otherwise extended by the Casitas General Manager.

m) Should the Casitas General Manager find that the additional payment due to Casitas exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by Casitas.

n) Sponsor shall cause any and all of its subcontractors to comply with these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the Casitas General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

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

- (e) All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.
- (f) Seven hundred fifty dollars (\$750.00) refundable security deposit due to Casitas thirty (30) days prior to the Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pick-up and removal, and sign removal, to Casitas' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
 - (1) Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed, therefore.
 - (2) Any costs for clean-up in excess of the security deposit incurred by Casitas and billed to Sponsor.
- (g) One-thousand-dollar (\$1000.00) non-refundable fee due to Casitas at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in paragraph 1(a) above with Casitas. This amount will be applied towards fees due referenced in Section 2(a) through 2(d).
- (h) Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum of ten (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven-day duration after service has been provided. Fees for this service shall be paid in accordance with Section 2(e).
- (i) Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including, but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.
- (j) Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.
- (k) Sponsor will provide information regarding transportation programs for attendees. Transportation information should be outlined and promoted on the Event website.
- (l) Failure of Sponsor to carry out every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Item 29 below. Casitas shall have no liability to Sponsor for such termination.
- (m) Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office and California Highway Patrol. Sponsor shall be responsible for the cost

incurred for security. The Sponsor shall remain in the area until it is clear of people attending the Event.

- (n) Sponsor shall provide a written security plan to be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.
- (o) Sponsor shall provide a minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.
- (p) Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event. Sponsor shall include two 25-yard dumpsters in its arrangements.
- (r) In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted to reduce the amount of waste going to landfills, Sponsor shall:
 - (1) Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the Event, outlining a method to reduce and recycle solid waste generated because of the Event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program Sponsor may use available recycle containers and bags provided by Casitas.
 - (2) If attendance is over 2,000 people per day, Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the Event. A copy of such report shall also be filed with Casitas within the same time frame. Information should be sent to:

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

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

David Goldstein (805) 658-4312 or by email at david.goldstein@ventura.org.

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

Event Day.

- (t) Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed on Page 1, Item 3, a lighting plan will not be applicable for this Event.
- (u) Sponsor shall have non-exclusive use to set up two (2) days prior to the Event. Sponsors shall have exclusive use from the end of day use hours after setting up until the end of day use hours immediately following the Event. Sponsor shall have non-exclusive use for take-down two (2) days immediately following the Event.
- (v) Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control, and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or Casitas staff.
- (w) In the event any federal, state, or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.
- (x) Prior to commencement of any construction at the Event site, Sponsor shall obtain from Casitas written approval of all plans, specifications, and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

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

- (a) Forty (40) trash cans, and twelve (12) recycling containers as provided in Section 2(q)(1) above.
- (b) Fifty (50) tables are already located in the area.
- (c) Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for crosswalks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.
- (d) Encroachment permit from the County of Ventura for temporary traffic control for use of parking.
- (e) Labor and materials for the event that are available and agreed upon in writing prior to the Event at Sponsor's cost.
- (f) Sponsor may use the water faucets in the Event Area.
- (g) Sponsor may use the existing electrical outlets in the Event Area, which are supplied by

Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.

- (h) Sponsor understands that no refunds, credits, or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs.
- (i) Space for one large 8' wide x 40' long x 8 ½' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that Casitas has no responsibility or liability to ensure theft prevention of contents. Authorized Sponsor representatives may access the storage unit upon request and by appointment by contacting the Maintenance Foreperson or designated Casitas staff.
- (j) Because of the family-oriented nature of the LCRA facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances, or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.
- (k) While Casitas will make every effort to provide its facilities for Sponsor's Event, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war, or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.
- (l) Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by Casitas, at its sole option, and Sponsor will be charged, therefore.

4. **Access.** Sponsor ingress and egress to the Event Area will be through the auxiliary gate(s) off Santa Ana Road if available, if not available they will enter through the main gate. The auxiliary gate(s) if used must always be staffed by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Sponsor's and Vendor's shall obtain a valid vehicle entry hang tag(s), which will allowed to access the Event parking and the LCRA during Lake hours (sunrise – sunset) without incurring additional parking fees. After LCRA hours, Event participants may enter and exit through the main or auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto Casitas property.

5. **Sale of Alcohol.** If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections 2 and 6.

6. **Commercial General Liability, Auto & Liquor Liability for the Event.**

- (a) Coverage. Coverage for commercial general liability shall be at least as broad as the following:

- (1) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
 - (2) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).
- (b) Limits. Sponsor shall, during the course of this event, maintain limits no less than the following:
- (1) General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence for bodily injury, property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurers equivalent endorsement provided to Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Liquor Liability. If alcoholic beverages are served, TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
 - (3) If Sponsor maintains broader coverage and/or higher limits than the minimums shown above, then Casitas requires and shall be entitled to the broader coverage and/or higher limits maintained by Sponsor.
- (c) Required Provisions. The general liability, auto and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:
- (1) The United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
 - (2) For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
 - (4) The Sponsor's insurance shall apply separately to the insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event cannot occur unless the insurance specified in this Agreement is in full force and effect.
 - (6) Such liability insurance shall indemnify the Sponsor against loss from liability imposed by law upon, or assumed under contract by, the Sponsor for damages on account of such bodily injury (including death), property damage, and personal injury.
 - (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.
- (d) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- (e) Acceptability of Insurers. All the insurance shall be provided on policy forms and through companies satisfactory to Casitas. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by Casitas.
- (f) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Sponsor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Sponsor shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Sponsor shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Sponsor, Sponsor shall execute a California Workers' Compensation Law Certificate of Exemption.
- (g) Evidence of Insurance. No later than thirty (30) days prior to the Event, Sponsor, vendors, wineries, and breweries shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's

representative. Such evidence shall also include confirmation that coverage includes or has been modified to include (c) Required Provisions (1) through (7) above.

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

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

- (a) All claims, damages, losses, and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.
- (b) Any and all actions, proceedings, damages, costs, expenses, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Sponsor.
- (c) Any and all losses, expenses, damages (including damages to the work itself), and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Sponsor to faithfully perform all its obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuits to which they are a party.
- (d) Sponsor shall defend, at Sponsor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Casitas or its directors, officers, employees, or authorized volunteers.
- (e) Sponsor shall pay and satisfy any judgment, award or decree that may be rendered against Casitas or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.
- (f) Sponsor shall reimburse Casitas and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- (g) Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the United States of America (Bureau of Reclamation), Casitas, or its directors, officers, employees, or authorized volunteers.

8. **Overnight Camping in the Event Area.** Sponsors may have up to two self-contained

recreational vehicles camp from Friday through Sunday nights of the Event weekend in the Event Area at no charge to provide security for Sponsor's equipment.

- (a) Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.
 - (b) Campers are not permitted to camp within two hundred feet (200') of the shoreline.
 - (c) No wastewater shall be discharged onto the ground. All wastewaters shall be contained and disposed of properly at a local dump station.
 - (d) Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.
 - (e) Sponsor shall ensure that staff, vendors, and participants camping at the event site shall comply with paragraph 13 hereinafter.
9. **Use of Equines or Other Animals at the Event.** This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo.
 10. **Use of Explosives at the Event.** This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.
 11. **Taxes and Assessments.** A taxable possessory interest may be created by this Agreement and Sponsor may be subject to the payment of property taxes levied on such interest. Sponsor shall pay before delinquent any and all taxes and assessments levied against Sponsor by reason of Sponsor's use and occupancy of the Recreation Area.
 12. **Publicity.** Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, the Event for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".
 13. **Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with the park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.
 14. **Discrimination.** The Sponsor agrees that during the use of Casitas Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to discrimination because of the person's race, color, national origin, age or handicap.

15. **Title VI Compliance.** Sponsor hereby acknowledges that as a sub-recipient of federal funds, Casitas Municipal Water District's Recreation Area cannot discriminate against anyone based on race, color, natural origin, age, or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the Casitas Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.
16. **Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura County, California. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
17. **Entire Agreement.**
- (a) This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.
- (b) This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Sponsor and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager and/or the Casitas General Manager and Board of Directors.
18. **Time is of the Essence.** Time is of the essence for all the time frames of this Agreement.
19. **Termination.** This Agreement shall terminate on August 31, 2028, unless sooner terminated pursuant to subsections 1(a) 2(l) hereof.
21. **Inquiries.** Please direct all inquiries regarding this Agreement to:
- CMWD: Joe Martinez, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Email: jmartinez@casitaswater.com

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

Rotary Club of Ojai West Foundation Inc.:

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

Casitas:

Joe Martinez, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Email: jmartinez@casitaswater.com

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2024.

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

By: _____
President

**CASITAS:
CASITAS MUNICIPAL WATER DISTRICT**

By: _____
President, Richard Hajas

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: Declare surplus and direct staff to dispose of four empty chemical storage tanks.

DATE: February 23, 2024

RECOMMENDATION:

Declare surplus and direct staff to dispose of four empty chemical storage tanks.

BACKGROUND:

The chemical storage area at the Casitas Water Adventure is being upgraded and the existing chemical storage tanks will no longer be used. Casitas' is responsible for the disposal of them. They are still in good condition, have been triple-rinsed and are therefore considered empty containers.





Casitas previously sold two surplus 5,000 gallon tanks on GovDeals for \$1,625 and the expected revenue for these four tanks is \$500 - \$1,000. In addition, an estimated \$500 would be saved from costs associated other methods of disposal.

Prior to pickup by any prospective buyer, all labels will be removed. The posting on GovDeals will provide background on the use of these containers and the contents they once held.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JANUARY 2024
DATE: FEBRUARY 28, 2024

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	2.35"	2.81"	2.70"
Water Year (WY: Oct 01 – Sep 30)	8.16"	8.68"	8.95"
Average station rainfall to date	11.33"	13.66"	9.73"

Ojai Water System Data

Wellfield production	78.29 AF
Surface water supplement	0 AF
Static depth to water surface – Mutual #6	38.75 feet
Change in static level from previous month	+ 24.15 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversion this month	357.7 AF
Diversion days this month	20
Total Diversions WY to date	1,596.7 AF
Diversion days this WY	32

Casitas Reservoir Data

Water surface elevation as of end of month	540.71 feet
Water storage last month	171,635 AF
Water storage as of end of month	172,514 AF
Net change in storage	+ 879 AF
Change in storage from same month last year	+ 69,033 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year