

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
July 9, 2014  
3:00 P.M. – DISTRICT OFFICE

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

1. Public Comments (items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
  - a. Minutes of June 25, 2014 Meeting.  
RECOMMENDED ACTION: Adopt Consent Agenda
5. Bills
6. Recommend approval of the agreement with Quagga Inspection Services, LLC for Quagga Inspection Database services to supplant the Lake Casitas Recreation Area current invasive species protection program.  
RECOMMENDED ACTION: Motion approving recommendation
7. Resolution Proclaiming Drought Conditions.  
RECOMMENDED ACTION: Adopt Resolution

8. Resolution awarding a contract to Travis Agricultural Construction, Inc. in the amount of \$99,428.00 for the Chloramination Bypass Line to the Rincon Pump Plant, Specification 14-370.

RECOMMENDED ACTION: Adopt Resolution

9. Information Items:
  - a. Water Resources Committee Minutes.
  - b. Executive Committee Minutes.
  - c. Memo regarding Heating Ventilation and Air Conditioning Control Replacement for District Office.
  - d. Water Consumption Report.
  - e. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
  - f. Investment Report.
10. Closed Session
  - a. Conference with Legal Counsel – Anticipated Litigation (subdivision (b) of Section 54956.9, Government Code). One case.

11. Adjournment

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

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
June 25, 2014

A meeting of the Board of Directors was held June 25, 2014 at Casitas' Office, Oak View, California. Directors Hicks, Bergen, Kaiser, Baggerly and Word were present. Also present were Steve Wickstrum, General Manager, Carole Iles substituting for Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were two staff members and one member of the public in attendance. President Hicks led the group in the flag salute at 3:00 p.m.

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

None

2. General Manager Comments.

Mr. Wickstrum reported on a meeting he had with Sheriff Geoff Dean regarding the provision of reliable water sources for the Office of Emergency Services in the event of a natural disaster. Three major water purveyors, Casitas, United and Calleguas could provide OES with storage for empty water tanks similar to Casitas water buffalos at various locations. The County would be responsible for mobilization, filling and testing. Also, Pt. Magu has many buffaloes and resources to take care of the County in the event of a natural disaster.

After the Ad Hoc meeting on Friday, Director Kaiser and Mr. Wickstrum toured Lake Cachuma to see what 36% of lake supply looks like and to see the facilities on a Friday afternoon. Mr. Wickstrum was very impressed with the operation which was well manned and run with a lot of amenities.

Mr. Wickstrum stated that he and two others had been invited to be part of a panel on a documentary film entitled "Eyes on the Sky" about drought in the Western United States at the current time and future water supplies, to be presented at the Ojai Playhouse on Saturday morning.

Mr. Wickstrum reported that the Water Bond would be coming up in November and the activity this week did not look promising. He did not know the exact deadline for Governor Brown's proposal.

3. Board of Director Comments.

Director Baggerly received an email from Bert McAllistair, General Manager of San Ramon Sanitary District who is on the ACWA Legislative Committee, asking for ideas for legislation. If the Board approved, Director Baggerly would send a short page and one half draft of the idea of moving Section 2300 to 2302 of the Fish & Game Code to the Public Resources Code to remove the conflict of interest F&G has about being constructive about Quagga Mussels. Mr. McAllistair will present it to the Legislative Committee Meeting this Friday.

It will not be formal at this point. Nothing is due to be completed until September 5 and it will probably take two years for the whole thing to move through the legislature.

Director Bergen asked Director Baggerly to explain the conflict of interest.

Director Baggerly explained that DFG is dependent on fishing and other things related to recreation and wildlife for revenue and they take care of invasive species. In 2008 at the ACWA conference, the Acting Director of DFG stated quite plainly that the DFG does have a conflict of interest in Quagga Mussels because they are dependent on the revenue. The response letter from John Laird, boss of the DFG only accepted United's version of what they are doing and whether they have complied with the letter of the law. DFG cannot be depended on to protect the quality or distribution of the waters of the State of California from invasive species. So taking it away from the DFG Code and putting it in the Public Resources Code will allow the California EPA to monitor, eradicate and enforce policies for invasive species. Quagga mussels are not wildlife so they should not be regulated by DFG. Director Baggerly went on to say that he would not subject the District to a \$50,000 cost for getting legislation through the legislature, expecting ACWA to bear the cost, and would not have staff embroiled in two years and a lot of money to pass the legislation.

Director Kaiser and Director Bergen expressed support, but Director Bergen made it clear that while important, it was not a core mandate for Casitas and should not have staff time committed to it

Director Word reported on a trip through Northern California extending into Oregon noting that a number of orchards had been ripped out adjacent to young orchards. Decisions will have to be made as to when and what to water. Billboards were evident near Sacramento declaring "You are not going to take our water". The Fryant Dam is being increased by 5' to try to capture whatever they can and Shasta is barely half full. North of Sacramento there is no regulation on water use.

Director Baggerly asked to get a report back to the Board regarding the Quagga Mussel Tag On Vessel Grant Program for lakes that are not infected. Requests were going to be put out in March and the Grant awarded in June. He would like to know whether we applied for the Grant and whether they are available.

Director Hicks said that Santa Barbara has renewed its license every year and is going to activate their desal plant at a cost of \$10 million just for reactivation.

Director Bergen has a video made by Peter Godinez and KEYTV. They are doing background interviews of candidates for smaller offices.

4. Consent Agenda

ADOPTED

- a. Minutes of June 9, 2014 Special Meeting.
- b. Minutes of the June 11, 2014 Meeting.
- c. Resolution approving the US Geological Survey Joint Funding Agreement for November 1, 2014 to October 31, 2015.
- d. Recommend approval of leak relief for the Ojai Woodlands Homeowners Association in the amount of \$575.08.

On the motion of Director Bergen, seconded by Director Kaiser and passed by the following roll call vote:

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

5. Bills

APPROVED

Mr. Wickstrum offered a clarification on the leak relief memorandum. He stated that the amount stated in the first paragraph was correct as written but that below it was incorrect. The amount of \$575.80 was the amount the Board was approving.

Director Hicks asked about the two health payments, one for \$122 (thousand) and the other for \$118 (thousand). Denise Collin, the Accounting Manager, explained that the bills are not received timely and while they are accrued in the proper month, they are paid when received.

Director Kaiser asked about a check for \$3,956.80 to Worthington Direct Holdings. Ms. Collin explained that it was for lockers for PSOs. The accrued tax is put into a liability account and paid quarterly.

Director Kaiser asked whether PSOs had secured lockers in the past. Ms. Collin referred the question to PSO Taylor who was attending as a member of the public. PSO Taylor explained that the previous lockers were not large enough to accommodate an entire uniform and are being reused. Four new lockers were purchased.

Director Bergen asked about check #018250 to California Urban Water for Smart Rebate Program Funding. Mr. Wickstrum explained that it was Casitas share of funding in participation with California Urban Water for toilet retrofit rebates.

Director Word asked about the \$10,000 for disaster recovery. Ms. Collins explained it was for offsite backup of the accounting system. In the event the building is destroyed, the payroll and billing can be run to keep Casitas going.

On the motion of Director Kaiser, seconded by Director Bergen and passed by the following roll call vote the bills were approved:

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

6. Resolution establishing appropriations limit for Casitas Municipal Water District for Fiscal Year Ending June 30, 2015. ADOPTED

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

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

Resolution is numbered 14-

7. Resolution adopting a Memorandum of Understanding between Casitas and the Management employees. ADOPTED

Mr. Wickstrum asked the Board to consider adopting the MOU which had been discussed in closed session with Management employees regarding their desires to renew their contract which is due July 1, 2014. He stated they were all very much aware of the negotiations of what was before them.

Director Baggerly said he had asked during Personnel Committee if everything was the same for the Management group and did anything change. Mr. Wickstrum stated that the changes from what were adopted in 1993 were reflected in the retirement, medical and vision and were the same as those adopted for the SEIU groups to move away from what, in 1993, were set numbers for health benefits upon retirement giving everybody the same program for retiree medical, dental and vision as described in 1, 2 and 3.

Director Bergen said her understanding was that it was making it consistent with the changes in the legal status and also to make the managers the same as employees.

Director Baggerly stated that the Board Members offered to take the least cost in health care.

Director Bergen said that this was doing that too. Mr. Wickstrum said that, this was not doing that, this was the Management Group. The Management Group had never changed what was adopted in 1993. The SEIU groups changed in 2011 to move away from some the things encapsulated in the 1993 agreement, the employee only, the employee plus one and the family groups that had values assigned that were pretty much stuck there. The change allows the flexibility that retirement is based on the different dates of hire and on what employees have at that time.

Director Baggerly commented that the fully paid medical was established in 1993 and had been that way ever since. PSO Taylor stated that the section

changed the medical only for retirees and that the memo was not clear as to what the benefits were.

Director Hicks stated that it was changed in 1993 and was finally cut down to the middle one in about 1997. Ms. Collin explained that the amount set (in 1993) did not include any inflationary amount or years time for working. Now there is a provision for working 20 years, being 60 years old and have Medicare as primary coverage. This is not the same as for 1993 and prior. There are a lot of employees still on 1993 but the bills will go down as a result of life expectancy. Liability will change with this new plan. PSO Taylor said she thought that what was being asked was what the Managers were getting for their current medical. Was it in line with what the employees have. Ms. Collin said she believed their medical was the same, no change.

Director Baggerly said it had been that way since 1993. Ms. Collin reiterated that there had been no change from what they had in the past. From what she could tell, they could buy back vacation up to 80 hours instead of 40. There was no change in their current insurance, it was the same as their previous MOU, the other changes were for retirement benefits.

Director Baggerly asked if the health benefits for Management were the same as for employees.

Director Hicks said it was the same for the Board as for Management. Mr. Wickstrum said that in 2011, the Board decided to take the same health insurance options as the SEIU represented employees. That was what was negotiated between SEIU and the Board's negotiation representative that the Board approved. That is not what the Board has negotiated with Management at any time.

PSO Taylor asked for verification that the Management is getting one hundred percent of their entire family plan of choice paid for by the District.

Director Kaiser said that the offer was a continuation of what had previously been in place.

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

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

Resolution is numbered 14-

8. Recommend execution of Master Agreement for Taxing Entity Compensation for public agencies. ADOPTED

On the motion of Director Baggerly, seconded by Director Word and passed by the following roll call vote the recommendation was approved:

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

9. Information Items:

Director Hicks commented on the percentage decrease in visitor days and increase in revenue. PSO Taylor explained the revenue is reported daily and bookings are made 6 months ahead so people are paying ahead. In January they are booking for the summer so the visitation does not match the revenue.

Director Kaiser asked PSO Taylor about 3 domestic disputes, one involving a physical threat to a PSO. PSO Taylor said she would look into it further. Mr. Wickstrum said that would be good and to report back.

- a. Water Resources Committee Minutes
- b. Personnel Committee Minutes
- c. Finance Committee Minutes
- d. Recreation Area Report for May 2014
- e. Investment Report.

The information items were approved for filing by the following roll call vote:

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

11. Adjournment

President Hicks adjourned the meeting at 3:40 p.m.



# 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.

000500	A/P Checks:	018336-018349
	A/P Draft to P.E.R.S.	062643
	A/P Draft to State of CA	062642
	A/P Draft to I.R.S.	062641
	Voids:	
000501	A/P Checks:	018350-018424
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Void:	014927, 015132, 015439, 016367, 016851, 017288, 017456, 017589, 018396

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

  
Denise Collin, Accounting Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

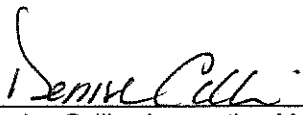
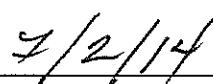
\_\_\_\_\_  
Signature

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 6/19/14-7/1/14**  
**Presented to the Board of Directors For Approval July 9, 2014**

Check	Payee			Description	Amount
000500	Payables Fund Account	#	9759651478	Accounts Payable Batch 062614	\$113,473.67
000501	Payables Fund Account	#	9759651478	Accounts Payable Batch 070114	\$195,572.09
					\$309,045.76
000502	Payroll Fund Account	#	9469730919	Estimated Payroll 7/24/14	\$150,000.00
					\$150,000.00
				Total	\$459,045.76

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, 000500-000502 have been duly audited is hereby certified as correct.

   
 \_\_\_\_\_  
 Denise Collin, Accounting Manager

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

CERTIFICATION

Payroll disbursements for the pay period ending 06/21/14  
Pay Date of 06/26/14  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 7/2/14  
Denise Collin

*original certification by S. Wickstrom lost.  
For PIR ENDING 6/26/14.*

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

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

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

7/02/2014 9:10 AM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 6/19/2014 THRU 7/01/2014

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/01/2014			018396		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		1	0.00	0.00	0.00
BANK: *	TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01616 I-061914	FRED BRENEMAN 6/8/14-6/21/14	R	6/19/2014	391.00		018336		391.00
00018 I-829434088X06142014	AT & T MOBILITY PT Wildlife Biol Monthly Cell	R	6/26/2014	12.85		018337		12.85
00724 I-061314	BUREAU OF RECLAMATION Permit for Aeration System	R	6/26/2014	100.00		018338		100.00
01186 I-061914 I-062514	GERARDO M HERRERA Safety Boots D4 Study Materials	R R	6/26/2014 6/26/2014	161.20 191.30		018339 018339		352.50
00138 I-1661 I-1662	L.A. THOMPSON CONSTRUCTION, INC Work at Matilija Conduit Leak Work at Matilija Conduit Leak	R R	6/26/2014 6/26/2014	3,892.50 680.50		018340 018340		4,573.00
02215 I-061814	Scott MacDonald Safety Boots	R	6/26/2014	119.54		018341		119.54
00215 I-062014 I-062414 I-062414a I-062414b	SOUTHERN CALIFORNIA EDISON Acct#2237011044 Acct#2312811532 Acct#2266156405 Acct#2157697889	R R R R	6/26/2014 6/26/2014 6/26/2014 6/26/2014	25.73 58.13 129.12 10,007.83		018342 018342 018342 018342		10,220.81
00574 I-061814	STATE OF CALIFORNIA 2014 EPA ID Number Fee	R	6/26/2014	175.00		018343		175.00
00498 I-061714	BRIAN TAYLOR Reimburse For Meals	R	6/26/2014	132.68		018344		132.68
00124 I-CUI201406230858 I-DCI201406230858 I-DI%201406230858	ICMA RETIREMENT TRUST - 457 457 CATCH UP DEFERRED COMP FLAT DEFERRED COMP PERCENT	R R R	6/26/2014 6/26/2014 6/26/2014	634.61 2,894.24 85.53		018345 018345 018345		3,614.38
01960 I-MOR201406230858	Moringa Community PAYROLL CONTRIBUTIONS	R	6/26/2014	16.75		018346		16.75
00985 I-CUN201406230858 I-DCN201406230858	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP DEFERRED COMP FLAT	R R	6/26/2014 6/26/2014	864.53 4,607.85		018347 018347		5,472.38

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 6/19/2014 THRU 7/01/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00180	S.E.I.U. - LOCAL 721							
I-COP201406230858	SEIU 721 COPE	R	6/26/2014	9.50		018348		
I-UND201406230858	UNION DUES	R	6/26/2014	660.25		018348		669.75
00230	UNITED WAY							
I-UWY201406230858	PAYROLL CONTRIBUTIONS	R	6/26/2014	60.00		018349		60.00
01203	DENISE COLLIN							
I-Jun 14	Reimburse Expenses 6/14	R	7/01/2014	1,227.60		018350		1,227.60
01707	AIRGAS SPECIALTY PRODUCTS							
I-131338059	Ammonium Hydroxide for TP	R	7/01/2014	3,244.00		018351		3,244.00
00010	AIRGAS USA LLC							
I-9028787202	Safety Lens for Pipelines	R	7/01/2014	3.67		018352		
I-9028787203	Dry Ice for Fisheries	R	7/01/2014	15.91		018352		19.58
02619	AM-PM Rooter & Plumbing							
I-238	Rooter Sewer Lines at LCRA	R	7/01/2014	225.00		018353		225.00
00014	AQUA-FLO SUPPLY							
I-630870	PVC Pipe for Valve Cans	R	7/01/2014	36.72		018354		36.72
00840	AQUA-METRIC SALES COMPANY							
I-0052369IN	USB Device for Pipelines	R	7/01/2014	285.61		018355		285.61
01703	ARNOLD LAROCHELLE MATTHEWS							
I-41079	Matter No 5088-001, 4/14	R	7/01/2014	3,105.00		018356		
I-41337	Matter No 5088-001, 5/14	R	7/01/2014	1,806.00		018356		
I-41338	Matter No 5088-012, 5/14	R	7/01/2014	384.00		018356		
I-41339	Matter No 5088-013, 5/14	R	7/01/2014	72.00		018356		5,367.00
02179	Art Street Interactive							
I-107857	Digital Certificate Renewal	R	7/01/2014	249.00		018357		249.00
01666	AT & T							
I-000005468982	Local, Regional, Long Distance	R	7/01/2014	1,038.79		018358		
Bill Payer C604513638777								
I-000005500162	T-1 Lines, C602222128777	R	7/01/2014	899.62		018358		1,938.41
00020	AVENUE HARDWARE, INC							
I-57144	Anchors for Treatment Plant	R	7/01/2014	4.06		018359		4.06

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 6/19/2014 THRU 7/01/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00030	B&R TOOL AND SUPPLY CO							
I-1280364000201	Angle Grinder for Pipelines	R	7/01/2014	193.06		018360		
I-1280812000101	Vice for Pipeline Truck	R	7/01/2014	1,949.33		018360		2,142.39
01153	RUSS BAGGERLY							
I-Jun 14	Reimburse Mileage 6/14	R	7/01/2014	113.68		018361		
I-May 14	Reimburse Mileage 5/14	R	7/01/2014	66.08		018361		179.76
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2052899001	Fittings for TP Air Vacs	R	7/01/2014	258.26		018362		
I-S2054637001	Fittings for Dist Maint	R	7/01/2014	32.46		018362		290.72
01062	BP Medical Supplies							
C-E135888a	Accrue Use Tax	R	7/01/2014	79.88CR		018363		
C-E136771a	Accrue Use Tax	R	7/01/2014	64.87CR		018363		
D-E135888a	Accrue Use Tax	R	7/01/2014	79.88		018363		
D-E136771a	Accrue Use Tax	R	7/01/2014	64.87		018363		
I-E135888	AED Device for Safety Dept	R	7/01/2014	1,065.00		018363		
I-E136771	Accessories for AED Device	R	7/01/2014	864.90		018363		1,929.90
09907	CARUS PHOSPHATES, INC.							
I-SLS10034247	Orthopolyphosphate for TP	R	7/01/2014	20,753.23		018364		20,753.23
00675	Central Coast Radiology Associ							
I-052214	DOS 5/22/14 Claim#14-16612	R	7/01/2014	12.65		018365		12.65
01843	COASTAL COPY							
I-546577	Copier Usage, District Office	R	7/01/2014	140.77		018366		140.77
01169	CODE 3, INC.							
I-989864	Lightbar, Lights for #47, LCRA	R	7/01/2014	1,950.95		018367		1,950.95
00061	COMPUWAVE							
I-SB02077163	Memory Card for Fisheries	R	7/01/2014	43.23		018368		
I-SB02077164	Notebook Computer for Pipeline	R	7/01/2014	1,969.18		018368		2,012.41
01483	CORVEL CORPORATION							
I-680997501	Bill Review	R	7/01/2014	3.07		018369		
I-681158891	Bill Review	R	7/01/2014	3.63		018369		6.70
00182	DEWITT PETROLEUM							
I-0043951IN	Gas & Diesel for LCRA	R	7/01/2014	4,673.61		018370		
I-0044126IN	Gas for Main Yard	R	7/01/2014	4,750.22		018370		9,423.83

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01595 I-052314	DOUBLE R TOWING Tow #38 to Rock Long's	R	7/01/2014	50.00		018371		50.00
00086 I-061214	E.J. Harrison & Sons Inc Acct#1C00054230	R	7/01/2014	2,329.00		018372		2,329.00
02219 I-1955	Evans Excavating Canal Road Bank Repair	R	7/01/2014	38,850.00		018373		38,850.00
00095 I-159021 I-159476	FAMCON PIPE & SUPPLY Parts for Meter Upgrade Proj Angle Valve for Pipeline	R R	7/01/2014 7/01/2014	269.83 516.00		018374 018374		785.83
00093 I-269280957	FEDERAL EXPRESS Ship Docs to County of VTA	R	7/01/2014	20.20		018375		20.20
00575 I-481174	FENCE FACTORY - SATICOY End Post for LCRA Maint	R	7/01/2014	17.97		018376		17.97
00013 I-0476143 I-0477071 I-0477588	FERGUSON ENTERPRISES INC #1083 Pipe Stands for 3MPP Nuts & Screws for Warehouse Pipe Stands for Pipelines	R R R	7/01/2014 7/01/2014 7/01/2014	1,572.52 939.29 331.78		018377 018377 018377		2,843.59
00099 I-406291A	FGL ENVIRONMENTAL Metals, Total-Mn	R	7/01/2014	70.00		018378		70.00
00101 I-8169175	FISHER SCIENTIFIC Petri Dishes for Lab	R	7/01/2014	227.15		018379		227.15
00106 I-F193879 I-F194340	FRONTIER PAINT Paint Supplies for LCRA RR Filters for Pump Plants	R R	7/01/2014 7/01/2014	118.01 35.96		018380 018380		153.97
01280 I-5514584	FRY'S ELECTRONICS, INC. USB Backups for LCRA	R	7/01/2014	73.42		018381		73.42
00216 I-062714	THE GAS COMPANY Acct#18231433006	R	7/01/2014	50.54		018382		50.54
01898 I-063014	Eric Grabowski Safety Boots	R	7/01/2014	127.93		018383		127.93



VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 6/19/2014 THRU 7/01/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00115 I-9460590830	GRAINGER, INC Eye/Face Wash Station WP	R	7/01/2014	298.85		018384		298.85
00746 I-469906	GREEN THUMB INTERNATIONAL Garden Supplies for Waterpark	R	7/01/2014	24.13		018385		24.13
00127 I-00142900	INDUSTRIAL BOLT & SUPPLY Nuts & Bolts for Matilija #2	R	7/01/2014	217.06		018386		217.06
02669 I-4497	Infrastructure Resources, LLC Webinar fro Engineers	R	7/01/2014	250.00		018387		250.00
00131 I-622532	JCI JONES CHEMICALS, INC Chlorine for TP, CM#622579	R	7/01/2014	1,770.00		018388		1,770.00
01022 I-78596453 I-78596730 I-78596763	KELLY CLEANING & SUPPLIES, INC Janitorial Services, LCRA Janitorial for Showerhouses Janitorial for Restrooms, LCRA	R R R	7/01/2014 7/01/2014 7/01/2014	220.00 1,050.00 625.58		018389 018389 018389		1,895.58
02672 I-062414	Mel Krogh ANBT Decal Overpayment Refund	R	7/01/2014	5.00		018390		5.00
02671 I-Jun 14	Tim Lawson Safety Boots	R	7/01/2014	170.00		018391		170.00
00360 I-142340443 I-142340896 I-142341264	LESLIE'S POOL SUPPLIES, INC Chemicals for Waterpark Chemicals for Waterpark Chemicals for Waterpark	R R R	7/01/2014 7/01/2014 7/01/2014	160.22 12.17 870.82		018392 018392 018392		1,043.21
01359 I-13041126	LINDSAY ENGINEERING, INC. Vibration Testing for E&M	R	7/01/2014	1,295.00		018393		1,295.00
01404 I-60531	MCT TRAILERS Hose Kit for Mini Pump Truck	R	7/01/2014	52.81		018394		52.81
00151 I-615066 I-615252 I-615487 I-615769 I-615893 I-615927 I-615979 I-616069 I-616083 I-616105	MEINERS OAKS ACE HARDWARE Hose for Pipelines Batteries, Hand Sanitizer, LCRA Wood for Shelves in Shed Pool Shock Chemicals, Maint Cover, Hinge for TP Concrete for Canal Gate Post Bolts & Screws for Pipelines Hose Bib for Matilija 2 Gas Can for Treatment Plant Filters for Office Ducts, TP	R R R R R R R R R R R	7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014 7/01/2014	121.27 41.87 53.07 36.39 9.36 17.15 6.84 14.93 18.26 12.81		018395 018395 018395 018395 018395 018395 018395 018395 018395 018395 018395		

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 6/19/2014 THRU 7/01/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-616369	Bolts & Screws for Matilija 2	R	7/01/2014	1.46		018395		
I-616417	Concrete for Pipelines	R	7/01/2014	41.15		018395		
I-616634	Closet Auger, Padlock for Maint	R	7/01/2014	47.02		018395		
I-616658	Shovel, Krazy Glue, Pipeline	R	7/01/2014	16.71		018395		
I-616737	Parts for Bridge Repair, DM	R	7/01/2014	46.53		018395		
I-616765	Cable, Parts for LCRA Maint	R	7/01/2014	42.95		018395		
I-616937	Bolts & Screws for Dist Maint	R	7/01/2014	26.94		018395		
I-617075	Padlock for Gate on Rice Rd	R	7/01/2014	19.55		018395		574.26
00163	OFFICE DEPOT							
I-717552910001	Office Supplies	R	7/01/2014	61.42		018397		61.42
01570	Ojai Auto Supply LLC							
C-312051	Core Deposit CM, Inv#311834	R	7/01/2014	15.00CR		018398		
I-311834	Battery for #54 Dump Truck	R	7/01/2014	144.20		018398		
I-312050	Battery for #19, LCRA Maint	R	7/01/2014	155.40		018398		284.60
00165	OJAI LUMBER CO, INC							
I-1406676437	Lumber for Canal Gate Post	R	7/01/2014	29.25		018399		29.25
01342	ONSET COMPUTER CORPORATION							
C-39362a	Accrue Use Tax	R	7/01/2014	74.25CR		018400		
D-39362a	Accrue Use Tax	R	7/01/2014	74.25		018400		
I-39362	Level Loggers for Fisheries	R	7/01/2014	1,006.00		018400		1,006.00
10039	OS SYSTEMS, INC.							
C-91475a	Accrue Use Tax	R	7/01/2014	48.38CR		018401		
D-91475a	Accrue Use Tax	R	7/01/2014	48.38		018401		
I-91475	Dry Suit for Fisheries	R	7/01/2014	666.68		018401		666.68
01627	OSCAR'S TREE SERVICE							
I-11145	Tree Service for Matilija 2	R	7/01/2014	225.00		018402		225.00
02664	Palos Sports Inc							
C-17691500a	Accrue Use Tax	R	7/01/2014	17.54CR		018403		
D-17691500a	Accrue Use Tax	R	7/01/2014	17.54		018403		
I-17691500	Jr Lifeguard Equipment	R	7/01/2014	249.35		018403		249.35
01515	PASO ROBLES TANK, INC							
I-062514	Villanova Res Interior Coating	R	7/01/2014	20,000.00		018404		20,000.00
02187	Pitney Bowes Inc							
I-483099	Postage Meter Rental 4/1-6/30	R	7/01/2014	112.88		018405		112.88

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 6/19/2014 THRU 7/01/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00627	PORT SUPPLY							
I-1734235	Camera for Fisheries	R	7/01/2014	317.65		018406		317.65
00184	POWERSTRIDE BATTERY CO, INC							
I-V585962	Battery for Canal Gate	R	7/01/2014	39.83		018407		39.83
01439	PRECISION POWER EQUIPMENT							
I-2919	Cut Off Saw Blades, Pipelines	R	7/01/2014	77.94		018408		77.94
02674	Gregory P. Ralph, Esq.							
I-042514	DOS 9/10/13 Claim#13-11419	R	7/01/2014	1,860.83		018409		1,860.83
01037	SAF-T-FLO INDUSTRIES CORP.							
I-144883	Solution Tube for TP	R	7/01/2014	203.61		018410		203.61
00215	SOUTHERN CALIFORNIA EDISON							
I-062814	Acct#2210507034	R	7/01/2014	17,797.52		018411		
I-070114	Acct#2210503702	R	7/01/2014	7,791.01		018411		25,588.53
02018	Stoneriver Pharmacy Solutions							
I-052214	DOS 5/22/14 Claim#14-16612	R	7/01/2014	9.16		018412		
I-052214a	DOS 5/22/14 Claim#14-16612	R	7/01/2014	16.25		018412		25.41
02642	Taylor's Steel & Welding							
I-H450179	Modify Adaptors for TP	R	7/01/2014	558.36		018413		558.36
02155	The Light House Inc.							
I-0052787	Equipment Console for Eq#47	R	7/01/2014	890.53		018414		890.53
02527	Traffic Technologies LLC							
I-14788	"No Vehicle" Signs for LCRA	R	7/01/2014	611.82		018415		611.82
00185	Univar USA Inc							
I-LA019881	Bulk Chemicals for Waterpark	R	7/01/2014	1,185.04		018416		
I-LA023599	Bulk Chemicals for Waterpark	R	7/01/2014	1,753.57		018416		2,938.61
02666	Ventura County Resource Conser							
I-210537	Irrigation Evaluations	R	7/01/2014	750.00		018417		750.00
00254	VENTURA LOCKSMITHS							
I-35230	Toolbox Locks for #19 & #38	R	7/01/2014	737.55		018418		737.55
00630	WESCO							
I-962188	Cable for Telemetry	R	7/01/2014	156.55		018419		156.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	Greg M Combs TS Refund	R	7/01/2014	105.00		018420		105.00
00047	STATE WATER CONTRACTORS Member Dues 2014-2015	R	7/01/2014	33,003.00		018421		33,003.00
02643	Take Care by WageWorks Reimburse Medical 2014	R	7/01/2014	207.40		018422		207.40
00238	VCSDA Annual Dues 7/14-6/15	R	7/01/2014	150.00		018423		150.00
00489	STEVE WICKSTRUM Reimburse Mileage 6/14	R	7/01/2014	156.24		018424		156.24
00128	INTERNAL REVENUE SERVICE Federal Withholding	D	6/26/2014	24,489.34		062641		
	I-T3 201406230858 FICA Withholding	D	6/26/2014	25,728.26		062641		
	I-T4 201406230858 Medicare Withholding	D	6/26/2014	6,016.98		062641		56,234.58
00049	STATE OF CALIFORNIA State Withholding	D	6/26/2014	7,874.81		062642		7,874.81
00187	CALPERS PERS BUY BACK	D	6/26/2014	66.87		062643		
	I-PEB201406230858 PEBRA EMPLOYEES PORTION	D	6/26/2014	791.49		062643		
	I-PER201406230858 PERS EMPLOYEE PORTION	D	6/26/2014	9,759.83		062643		
	I-PRB201406230858 PEBRA EMPLOYER PORTION	D	6/26/2014	791.49		062643		
	I-PRR201406230858 PERS EMPLOYER PORTION	D	6/26/2014	12,043.96		062643		23,453.64

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	88	221,560.47	0.00	221,560.47
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	87,563.03	0.00	87,563.03
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS			CHECK AMOUNT
			91	309,123.50	0.00			309,123.50
BANK: AP	TOTALS:		91	309,123.50	0.00			309,123.50
REPORT TOTALS:			92	309,123.50	0.00			309,123.50

Void Stated dated Checks on June 30, 2014

CK# 014927 .54  
 015132 17.07  
 015439 3.87  
 016367 3.98  
 016851 .90  
 017288 .49  
 017456 50.00  
 017589 .89  


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 77.74

<77.74>  


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 309,045.76

**Casitas Municipal Water District**  
**Reimbursement Disclosure Report (1)**  
**Fiscal Year 2013/14**  
**July 1, 2013-June 30, 2014**

<u>Date paid</u>	<u>Board of Director/ Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/2/2013	Carol Belser	Emergency Response Courses	\$ 190.00
7/2/2013	Lisa Kolar	DMV Physical	\$ 140.00
7/17/2013	Cinnamon McIntosh	Advance for Travel	\$ 1,602.00
7/17/2013	Kevin Nguyen	Network Switches, Canned Air for IT Dept	\$ 149.00
8/1/2013	Michael Gibson	Waders for Fisheries Department	\$ 201.41
8/1/2013	Larry Harris	Refreshments for Graywater Workshop	\$ 187.34
8/8/2013	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA	\$ 536.76
8/8/2013	Steve Wickstrum	Photo Canvas	\$ 103.14
8/15/2013	Scott Lewis	Airfare to CMWD 7/20/13-7/26/13	\$ 311.60
8/15/2013	Scott Lewis	Lodging CMWD 7/20/12-7/26/13	\$ 454.25
8/15/2013	Scott Lewis	Car Rental 7/20/13-7/26/13	\$ 263.05
8/22/2013	Joel Cox	D3 Certification Renewal	\$ 190.00
8/22/2013	John Parlee	Safety Boots	\$ 170.00
8/22/2013	Ron Yost	Property Tax Bill for Damtender Residence	\$ 547.17
8/26/2013	Troy Garst	Safety Boots	\$ 138.68
8/26/2013	Gerardo Herrera	Safety Boots	\$ 113.55
8/28/2013	Robert Vasquez	Safety Boots	\$ 161.20
9/3/2013	Susan McMahon	Lodging at Aquatic Weed Permit Workshop	\$ 141.25
9/3/2013	Susan McMahon	Round Trip Mileage to Workshop	\$ 258.77
9/3/2013	Mark Passamani	Flat Repair & Tow, #32, Admin Van	\$ 120.00
9/11/2013	Troy Garst	T4 Certificate Renewal	\$ 140.00
9/11/2013	Scott Lewis	Lodging CMWD 8/21/13-8/28/13	\$ 501.78
9/11/2013	Scott Lewis	Car Rental 8/21/13-8/28/13	\$ 421.64
9/11/2013	Luke Soholt	Safety Boots	\$ 138.68
10/3/2013	Lisa Barbee	Advance for Calpers Forum	\$ 1,107.74
10/3/2013	Eric Grabowski	Safety Boots	\$ 170.00
10/10/2013	Scott Lewis	Airfare to CMWD 8/21/13-8/28/13	\$ 281.60
10/10/2013	Scott Lewis	Airfare to CMWD 9/23/13-9/28/13	\$ 277.21
10/10/2013	Scott Lewis	Lodging CMWD 9/23/13-9/28/13	\$ 337.40
10/10/2013	Scott Lewis	Car Rental CMWD 9/23/13-9/28/13	\$ 342.94
10/16/2013	Brian Taylor	Water Treatment Techniques Course	\$ 114.95
10/22/2013	Suzi Taylor	Lip Balm for Ojai Day	\$ 110.00
10/22/2013	Suzi Taylor	Chip Clips for Ojai Day	\$ 201.50
10/22/2013	Suzi Taylor	Glow Sticks & Noise Makers for Ojai Day	\$ 146.99
10/30/2013	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA	\$ 444.43
11/6/2013	Scott Lewis	Airfare to CMWD 10/21/13-10/25/13	\$ 311.60
11/6/2013	Scott Lewis	Lodging CMWD 10/21/13-10/25/13	\$ 337.40
11/6/2013	Scott Lewis	Car Rental 10/21/13-10/25/13	\$ 413.39
11/8/2013	Joel Cox	Safety Boots	\$ 107.50
11/8/2013	Todd Evans	Target Solutions Online Training	\$ 229.00
11/13/2013	Tracy Medeiros	Safety Boots	\$ 142.96
11/21/2013	Susan McMahon	Registration NALMS Conference 11/1/13	\$ 145.00
11/21/2013	Susan McMahon	Lodging NALMS Conference	\$ 149.75
11/21/2013	Susan McMahon	Private Vehicle Mileage NALMS Conference	\$ 222.61
12/5/2013	Susan McMahon	AWWA Course	\$ 310.00
12/5/2013	Rebekah Vieira	Private Vehicle Mileage Calpelra Conference	\$ 332.22
12/5/2013	Eric Grabowski	Pesticide Applicator License	\$ 340.00
12/11/2013	Scott Lewis	Airfare to CMWD 12/4/13-12/14/13	\$ 261.60
12/13/2013	Brian Taylor	Concrete Kicker for Rincon Del Mar Main Break	\$ 135.88
12/13/2013	Bill Hicks	Lodging ACWA Conference 12/3/13-12/6/13	\$ 690.30
12/13/2013	Bill Hicks	Airport Parking 12/3/13-12/6/13	\$ 100.00

**Casitas Municipal Water District**  
**Reimbursement Disclosure Report (I)**  
**Fiscal Year 2013/14**  
**July 1, 2013-June 30, 2014**

1/9/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA	\$	429.76
1/9/2014	Steve Wickstrum	CDPH Certificate Renewal	\$	105.00
1/16/2014	Scott Lewis	Tuition-Fall Term 2013	\$	1,790.76
1/16/2014	Scott Lewis	Equipment Security Fence	\$	192.43
1/16/2014	Scott Lewis	Lodging CMWD 12/4/13-12/14/13	\$	852.98
1/16/2014	Scott Lewis	Car Rental CMWD 12/4/13-12/14/13	\$	372.42
1/16/2014	Scott Lewis	Airport Parking 12/4/13-12/14/13	\$	100.00
1/16/2014	Scott Lewis	Airfare CMWD 1/13/14-1/17/14	\$	281.60
1/16/2014	Brian Taylor	Safety Boots	\$	170.00
1/22/2014	Ron Yost	Safety Boots	\$	170.00
1/30/2014	Mike Werber	Grade 4 Water Distribution Certificate Renewal	\$	105.00
2/5/2014	Michael Shields	Safety Boots	\$	149.43
2/12/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA	\$	201.27
2/12/2014	Scott Lewis	Airfare CMWD 2/11/14-2/14/14	\$	304.00
2/12/2014	Scott Lewis	Lodging CMWD 1/13/14-1/17/14	\$	318.44
2/12/2014	Scott Lewis	Car Rental CMWD 1/13/14-1/17/14	\$	281.68
2/26/2014	Jordan Switzer	Salmonid Restoration Federation Conference	\$	175.00
3/5/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 2/5/14	\$	211.35
3/5/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 2/13/14	\$	183.10
3/5/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 2/27/14	\$	238.92
3/13/2014	Neil Cole	PE Renewal	\$	115.00
3/13/2014	Joel Cox	T4 Certificate Renewal	\$	235.00
3/13/2014	David Pope	Safety Boots	\$	170.00
3/13/2014	Michael Shields	Advance for AWWA Conference	\$	289.13
3/13/2014	Robert Vasquez	Safety Boots	\$	160.18
3/14/2014	Scott Lewis	Lodging 2/11/14-2/14/14	\$	200.71
3/14/2014	Scott Lewis	Self-Standing Screw Cap Tubes	\$	107.87
3/14/2014	Scott Lewis	Car Rental 2/11/14-2/14/14	\$	319.34
3/14/2014	Scott Lewis	Airfare to CMWD 2/28/14-3/4/14	\$	462.00
3/20/2014	Michael Gibson	Salmonid Restoration Federation Conference	\$	175.00
3/20/2014	Michael Gibson	2 Pairs of Waders, 1 Pair of Boots	\$	336.60
4/2/2014	Mitch Tull	Fuel for Rogue, Patrol Boat at LCRA 3/31/14	\$	235.43
4/9/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 3/9/14	\$	222.57
4/9/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 3/18/14	\$	232.68
4/16/2014	Scott Lewis	Lodging CMWD 2/28/14-3/4/14	\$	324.82
4/16/2014	Scott Lewis	Car Rental CMWD 2/28/14-3/4/14	\$	179.90
4/16/2014	Scott Lewis	Airfare CMWD 3/13/14-3/21/14	\$	282.00
4/16/2014	Scott Lewis	Lodging CMWD 3/13/14-3/21/14	\$	628.90
4/16/2014	Scott Lewis	Car Rental CMWD 3/13/14-3/21/14	\$	531.16
4/16/2014	Ronald Merckling	Lodging CAPIO Conference 4/8/14-4/11/14	\$	842.81
4/24/2014	Gerardo Herrera	Advance for Cla-Val Seminar	\$	314.00
4/24/2014	Scott Macdonald	Advance for Cla-Val Seminar	\$	314.00
4/24/2014	Luke Soholt	Advance for Cla-Val Seminar	\$	314.00
4/24/2014	Robert Vasquez	Advance for Cla-Val Seminar	\$	314.00
5/6/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 4/12/14	\$	253.25
5/6/2014	RJ Faddis	Fuel for Rogue, Patrol Boat at LCRA 4/27/14	\$	298.17
5/20/2014	Scott Lewis	Lodging CMWD 4/13/14-4/18/14	\$	440.45
5/20/2014	Scott Lewis	Car Rental CMWD 4/13/14-4/18/14	\$	475.38
5/20/2014	Scott Lewis	Tuition-Winter Term 2013	\$	1,209.24
5/29/2014	Scott Macdonald	Water Systems Course	\$	163.00
5/29/2014	Luke Soholt	Water Systems Course	\$	161.00
5/29/2014	Luke Soholt	Water Quality Course	\$	141.00
5/29/2014	Luke Soholt	Class Manuals	\$	203.60
6/3/2014	Todd Evans	Safety Boots	\$	161.24
6/3/2014	Gerardo Herrera	Class A Drivers Training	\$	1,187.00
6/3/2014	Scott Lewis	Airfare CMWD 4/13/14-4/18/14	\$	312.00
6/3/2014	Scott Lewis	Airfare CMWD 5/18/14-5/21/14	\$	418.00
6/3/2014	Scott Lewis	Lodging CMWD 5/18/14-5/21/14	\$	248.31

**Casitas Municipal Water District  
 Reimbursement Disclosure Report (1)  
 Fiscal Year 2013/14  
 July 1, 2013-June 30, 2014**

6/3/2014	Scott Lewis	Car Rental CMWD 5/18/14-5/21/14	\$	380.40
6/3/2014	Rebekah Vieira	Breakroom Supplies for District Office	\$	108.75
6/6/2014	Troy Garst	Safety Boots	\$	149.43
6/10/2014	Ken Grinnell	Water Systems Courses	\$	302.00
6/10/2014	Ken Grinnell	Textbook for Courses	\$	212.10
6/10/2014	Gerardo Herrera	Water Courses	\$	317.00
6/18/2014	RJ Faddis	Fuel for Patrol Boat #135, 6/5/14	\$	248.89
6/18/2014	RJ Faddis	Fuel for Patrol Boat #135, 5/18/14	\$	271.08
6/18/2014	Eric Grabowski	Water Systems Course	\$	163.00
6/26/2014	Gerardo Herrera	Safety Boots	\$	161.20
6/26/2014	Gerardo Herrera	D4 Study Materials	\$	191.30
6/26/2014	Scott Macdonald	Safety Boots	\$	119.54

Note:

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



CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 25, 2014  
TO: Board of Directors  
FROM: Carol Belser, Park Services Manager  
COPY: Steve Wickstrum, General Manager  
RE: **Quagga Inspection Services Program**

**RECOMMENDATION:**

Authorize the General Manger to enter into the attached contract agreement with Quagga Inspection Services, LLC (QIS) for Quagga Inspection Database services (QID) to supplement the Lake Casitas Recreation Area (LCRA) current invasive species protection program.

**BACKGROUND AND OVERVIEW:**

The Quagga Ad-Hoc Committee recommended that the Board of Directors consider obtaining QIS services. The Board received a demonstration of the QID at their April 23, 2014 meeting and at the May 14, 2014 meeting, directed the General Manger to provide direction and decision on obtaining QIS services.

Attached is the Quagga Inspection Database Licensing Agreement with QIS and invoice for annual use of their QID proprietary software products and web based access services. QID will assist staff in the protection of Lake Casitas from invasive species (quagga or zebra mussels), which will be used in addition to the inspection, tamperproof tagging and anti-invasive species program protocols Casitas currently has in place.

RECEIVED  
6/17/14



# Quagga Inspection Services, LLC

2150 Main Street, Suite 5  
Red Bluff, CA 96080  
530-529-1512 ext. 127 fax 539-529-4511

Purchase Order No. 2014 - 05

## INVOICE

**Vendor**

Name Casitas Municipal Water District  
 Address 1055 Ventura Ave.  
 City Oak View St CA ZIP 93022  
 Phone 209-826-1197

**Ship To**

Name Lake Casitas Main Park Entrance (1 locations)  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ St \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

Qty	Units	Description	Unit Price	TOTAL
1	ea	QID license for annual use of web access vessel tracking database. Eff 07.15.2014	\$1,000.00	\$1,000.00
1	ea	Modification of QID™ for purposes of identifying Casitas vessels by Lock and Tag number as well as Vessel registration number plus training.	\$1,000.00	\$1,000.00
1		Estimated travel expense reimburable	\$250.00	\$250.00

**Payment Details**

Check  
 Cash  
 Account No.  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Exp Date \_\_\_\_\_

SubTotal \$2,250.00  
 Shipping & Handling \_\_\_\_\_  
 Taxes CA \_\_\_\_\_  
**TOTAL** \$2,250.00

**Shipping Date**

\_\_\_\_\_

**Approval**

\_\_\_\_\_

Date \_\_\_\_\_  
 Order No \_\_\_\_\_  
 Sales Rep \_\_\_\_\_  
 Ship Via \_\_\_\_\_

**Notes/Remarks**

Initial credentials provided upon payment. Training scheduled prior to July 31.

## QUAGGA INSPECTION DATABASE LICENSING AGREEMENT

Quagga Inspection Services, LLC, a California limited liability company (“Company”) having its principal office at 2150 Main Street, Suite 5, Red Bluff, California 96080 enters into this licensing agreement (“Agreement”), with Casitas Municipal Water District (“Licensee”) on this 1st day of July 2014 (“Effective Date”). The parties to this Agreement shall be collectively referred to as the “Parties,” and individually as a “Party.”

WHEREAS the Company owns certain proprietary software products and a web-based access service, described below as the Quagga Inspection Database (“QID”).

WHEREAS Licensee wishes to obtain from the Company the right to access and use QID for the purpose of tracking registered vessels and other non-registered float craft, which may be exposed to quagga or zebra mussels, as they attempt to access lakes or other bodies of water.

WHEREAS the Company wishes to grant Licensee a limited, nonexclusive and nontransferable license to use and access QID on an inspection device, without any right to sublicense or distribute, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the Company and Licensee agree as follows:

1. **Definitions.** For purposes of this Agreement:

1.1 **QID** shall mean access to and use of all or part of those programs, scripts, style sheets, database schema, data, and materials licensed by the Company to Licensee, on an annual, nonexclusive, nontransferable basis and other related documentation provided by the Company that make up the Company’s proprietary web-based service and instruction materials known as QID™ or by any other name that the Company may subsequently use for such programs. The purpose of QID is to provide tracking of registered vessels and other unregistered float craft, which may have exposure to quagga and zebra mussels, as they attempt to access bodies of water. QID is intended for use as part of a formal vessel inspection process. The use of QID does not in any way guaranty that quagga or zebra mussels will not enter any body of water.

1.2 **License Fee** shall mean the initial annual payment of One thousand dollars (\$1000.00), subject to change upon renewal for access to and use of QID at one Inspection Site(s) designated in Exhibit A, and the additional one-time script modification and training fee of \$ 1,000.00, plus travel and business-related expenses. The License Fee is not prorated over the annual term, and payment must be made in advance in accordance with the terms of any contract for services, invoice, or purchase order as between the Company and Licensee.

1.3 **Inspection Device** shall mean any PDA, computer, or other electronic device used in conjunction with the access and use of QID to perform inspection services. Inspection Devices provided by Licensee shall remain the property of Licensee and shall not be removed from Licensee's premises.

1.4 **Inspection Site** shall mean any ramp, kiosk or location for the purpose of inspecting vessels as they attempt to enter a body of water.

1.5 **Licensee** shall mean the Administrator or other individual with authority to enter into this Agreement and who may designate Sublicensees. Licensee shall ensure that each of the Sublicensees ensure compliance with the terms of this Agreement and shall have access to the information entered by Sublicensees.

1.6 **Sublicensee** shall mean those employees or agents of the Licensee, as designated by the Licensee, not to exceed a total number of ten (10). Sublicensees may only access QID or enter activity information on those Inspection Devices in connection with the Sublicensee's Inspection Site as listed in Exhibit A. Each Sublicensee shall be required to agree to the terms of use of QID when the Sublicensee first logs on with the assigned user name and password.

## 2. **Rights and Restrictions.**

### 2.1 **License Grant.**

Subject to the terms of this Agreement and upon receipt of payment of the License Fee as specified herein, the Company hereby grants to Licensee a limited annual, nontransferable, and nonexclusive license to access and use QID at the Inspection Site(s) designated in Exhibit A. Licensee shall designate those Sublicensees at the Inspection Site, not to exceed a maximum number of ten (10) Sublicensees. In the event Licensee wishes to add additional Sublicensees, a written addendum to this Agreement must be entered into by both Parties. Licensee shall insure that each Sublicensee agrees to the Company's terms of use at the time the Sublicensee first logs on to QID with the assigned user name and password. Licensee may not in any way provide access to QID to any Sublicensee who is not assigned to an Inspection Site in Exhibit A.

Each Sublicensee can only access QID or add activity information on Inspection Devices assigned to a specific Inspection Site in Exhibit A.

This Agreement does not provide for a right to sublicense or distribute QID, and Licensee agrees that it shall not in any way attempt to sublicense or distribute QID. Licensee also agrees not to share QID on any network or use QID on additional Inspection Devices that are not designated for the Inspection Site(s) in Exhibit A.

There are no implied licenses under this Agreement, and any rights not expressly granted to Licensee hereunder are reserved by the Company. Licensee shall not exceed

the scope of the license as stated herein. Under no circumstances shall Licensee attempt in any way to export QID or any other Confidential Information as defined herein.

Licensee hereto agrees that at any time the Company may modify QID, and Licensee agrees to abide by and conform its use to such modifications. In the event Company adds modular features or upgrades to QID, or Licensee requests a modification to QID which Company in its sole discretion may implement, Licensee may agree to purchase such additional features at a price negotiated with the Company.

Licensee acknowledges and agrees that it will preserve and protect the Company's proprietary information and that the structure, organization, scripts, database components, and source code of QID are valuable trade secrets of the Company. Further, Licensee agrees that, in order to protect such information, Licensee shall not otherwise, nor shall it allow a third Party to decompile, reverse engineer, disassemble, replicate, modify, compile, distribute programs, scripts, style sheets, database schema or otherwise reduce the components of QID to any perceivable form.

Licensee represents and warrants that it will restrict access to and use of QID's proprietary information and such other information to only authorized Sublicensees and to those employees that have a reasonable need to know such information. Licensee shall not attempt to lease or disclose any of the source code, scripts, or database schema of QID to any third parties.

Licensee will make only the number of copies of any instructions or manual for the use of QID that are necessary for the purposes of technical support, backup, testing, and training as reasonably necessary.

Any modification of QID, or of any instructions or forms for the use of QID, other than as explicitly granted herein, shall be only with the Company's express written consent. Any modification authorized by the Company and implemented by Licensee shall in all instances and without exception remain the sole property of the Company.

**Modifications to be provided by Company.** Company agrees to provide QID™ Version capable of recording and updating the Lock number and Tag number assigned to Vessels that enter the system by way of launch authority from Lake Casitas staff. Such staff will be certified and conduct inspections in accordance with best practices as currently promoted by California Department of Fish and Wildlife. Annually and there after upon addition of new water craft to the system at Lake Casitas, a current list of authorized vessels by VESSEL CF registration number will be launched in a single global action. Thereafter, as long as the vessel remains in the lock down status at Lake Casitas, incremental launch records will be managed by Lake Casitas staff using their own vessel management system. A Lake Casitas vessel that departs Casitas and is launched (or denied launch) at another lake in the QID™ system will be accorded the same status as any new vessel and recorded as with any other CF registered vessel. The Vessel history will identify the launch (or denial) and any Denial of Launch (Quarantine period) window, dictated by the visited lake will follow the vessel. A Casitas Lock or

Tag will not be presumed acceptable for purposes of bypassing an inspection at said visited lake. It shall be the responsibility of the Licensee to enter Casitas vessels through the normal interface in a timely fashion.

### 3. **User Account.**

The Company shall provide to Licensee, within thirty (30) days of the Effective Date, authorized username and password access for each Sublicensee to use QID.

Licensee acknowledges and agrees that it has had the opportunity to access and examine QID, and QID shall be deemed to have been accepted in its current form by Licensee unless Licensee reports any deficiency to the Company within 30 days.

The Company shall maintain and/or restore QID services within 24 hours of notification of a system malfunction and shall notify Licensee of system upgrades which could reasonably exclude access to the database for a limited period during which the system is unavailable. Scheduled maintenance will normally occur after sunset and Licensee shall receive notice of at least 48 hours.

### 4. **Warranties.**

#### 4.1 **General Warranties.**

Each Party hereby represents and warrants to the other that:

(i) it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms; and,

(iii) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

#### 4.2 **Representations and Warranties by Licensee.**

Licensee hereby represents that it has adequate Inspection Devices to use QID. If Licensee intends to use QID with wireless devices, Licensee will be required and is capable of providing cellular connection service to a web-enabled PDA with an adequate phone and data plan as well as ensuring that cellular coverage is available for the area.

In the event Licensee does not have the capability to operate QID on its Inspection Devices or does not have adequate cellular coverage, Licensee shall be not be entitled to a refund of the License Fee.

#### **4.3 Representations and Warranties by the Company.**

The Company warrants that QID, and any related documentation, including but not limited to manuals, instructions, and forms are the property of the Company and that the Company has all rights necessary to grant the rights under this Agreement.

#### **4.4 No Other Warranty.**

THE WARRANTIES AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES OF THE COMPANY. THEY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Licensee hereby specifically acknowledges that QID and the services provided by the Company do not in any way guaranty that quagga and zebra mussels will nor enter or thrive at any of the Sites or any other body of water. Licensee agrees that the Company shall not be liable for the appearance of quagga or zebra mussels in any body of water regardless of whether QID was properly used or not.

### **5. Limitation of Liability.**

EXCEPT FOR A BREACH OF THE SCOPE OF THE LICENSES GRANTED HEREIN OR FOR A BREACH OF A PARTY'S OBLIGATION TO PROTECT CONFIDENTIAL INFORMATION OF THE OTHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS OR INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY HEREUNDER FOR BREACH OF THIS AGREEMENT BE GREATER THAN THE AMOUNT THE COMPANY HAS RECEIVED PURSUANT TO THE TERMS HEREIN.

#### **5.1 Intellectual Property Rights.**

During the term of this Agreement, in connection with Licensee's access and use of QID and in the distribution of related product brochures and other materials, Licensee acknowledges and agrees that the trademark, QID, and the copyright of the QID program, scripts, style sheets, database schema, and all written material is exclusively owned by the Company. Licensee agrees that it shall not in any way represent that it is the owner

of such trademark or copyright or that it is the agent of the Company. The Company grants no other rights to Licensee other than those expressly granted hereunder.

Licensee agrees not to take any action inconsistent with the Company's ownership interest in the QID trademark. In recognizing the value and public awareness associated with the intellectual property, Licensee acknowledges that any use of such intellectual property by Licensee belongs and accrues to the benefit of the Company. Licensee agrees not to seek any registration for any mark or name which is similar to, or includes the QID trademark or any other mark owned by the Company.

## **6. Confidentiality; Proprietary Rights.**

### **6.1 Confidential Information.**

The term "Confidential Information" means any technical or non-technical information relating to QID and to the Company, documentation and products provided to Licensee, such as service descriptions, product manuals, training materials, marketing materials, forms, scripts, database schemas, style sheets, devices, software, prices, business plans, and personnel information which is disclosed by the Company to the Licensee in a written or other tangible form whether marked confidential or not.

### **6.2 No Use of Confidential Information for Own Purpose.**

During this Agreement, and for three (3) years after the termination of this Agreement, Licensee agrees to keep Confidential Information of the Company in confidence, and shall neither disclose it to any third Party nor use the same for any purposes other than those contained in this Agreement. The Licensee shall use the same degree of care which such Licensee uses to protect its own Confidential Information, such degree of care shall at least be what a reasonable person would use to protect such information. Notwithstanding the foregoing, Licensee shall have no confidentiality obligation and no use restriction with respect to any information that it can sufficiently document was public knowledge or that Licensee can demonstrate it already knew. Licensee shall also not be liable for any information required to be disclosed by a governmental agency or court order. Licensee shall endeavor to provide the Company written notice prior to any such disclosure and an opportunity to challenge the request or seek a protective order.

### **6.3 The Company's Ownership.**

Any copy of QID, the use of its trademark, including all Confidential Information furnished to Licensee pursuant to this Agreement shall remain the property of the Company. Said material, in addition to being deemed confidential, shall be returned to the Company upon termination of this Agreement.

### **6.4 Limitation of Company's Liability.**



The Company will have no liability to Licensee for any infringement claim based upon:

(i) the modification of QID by Licensee or any third party,

(ii) the use of QID in connection or in combination with equipment, devices or other software not approved or recommended by the Company, or

(iii) the use of QID other than as permitted under this Agreement or in a manner for which it was not intended.

## **7. Licensee's Indemnity.**

Licensee acknowledges that the Company is not liable for incomplete or inaccurate data entered by end users, and Licensee shall hold the Company, its employees, officers, directors, shareholders, agents and advisors harmless from any claim in connection with such data or any mussel infestation. In addition, Licensee shall, at its own expense, indemnify, defend and hold harmless the Company, its employees, officers, directors, shareholders, agents and advisors against any third party claim, action, suit or proceeding resulting from the acts, omissions, or misrepresentations of Licensee under this Agreement, including any claims for mussel infestation based on the acts, omissions or misrepresentations of Licensee.

## **8. Term and Termination.**

### **8.1 Term.**

Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement is one (1) year (the "Initial Term") beginning on the Effective Date. After expiration of the Initial Term, this Agreement may be renewed for successive one (1) year terms on the anniversary of the Effective Date by written mutual agreement of the Parties and payment of the annual License Fee(s). Nothing in this Agreement will be construed as requiring either Party to renew or extend this Agreement.

### **8.2 Termination Prior to Expiration of the Initial Term.**

During the period prior to expiration of the Initial Term, this Agreement may be terminated by either Party upon the breach of a material term of this Agreement by the other Party, and only after such breaching Party has failed to cure such material breach within thirty (30) days of receipt of written notice specifying in reasonable detail the nature of the breach. If such breach cannot be cured, this Agreement shall terminate immediately. In the event Licensee is in breach of this Agreement, Licensee shall be liable to the Company for any damages or costs incurred as the result of such breach, and Licensee shall not be refunded any portion of the annual licensing fee.

### **8.3 Effect of Termination.**

Upon termination or expiration of this Agreement:

- (a) All licenses and rights granted to Licensee under this Agreement shall terminate;
- (b) All user name and password access to QID shall be disabled.
- (c) Licensee shall return to the Company all copies of QID, manuals, instructions, devices to operate QID if provided by the Company to the Licensee, all technical data and all other documents and copies thereof previously supplied by the Company; and,
- (d) Licensee shall cease using the Company's name and trademarks.

Provided, however, that any other rights of the Company which may have accrued up to the date of such termination or expiration shall not be affected.

## **9. General Terms.**

### **9.1 Assignment.**

Neither this Agreement nor any rights or obligations of either Party hereunder may be assigned by either Party in whole or in part without the prior written approval of the other Party. Licensee agrees not to withhold consent to assignment of this Agreement in the event the Company is acquired by a third party. Any attempted assignment or delegation in violation of this Agreement shall be void and of no effect.

### **9.2 Authority.**

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

### **9.3 U.S. Government End Users.**

If Licensee is a federal government agency, QID and any related documentation shall be defined as a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically shall be identified as "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995).

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), if Licensee is a federal government agency, the software and related documentation shall

- (a) only be defined as a commercial end item, and
- (b) be licensed with only those rights as are granted in this Agreement.

#### 9.4 Notices.

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed effective when emailed with a read receipt confirmation, mailed by registered, certified or overnight mail with postage prepaid, or transmitted by facsimile to the Parties at the respective addresses or fax numbers set forth below:

Licensee: Casitas Water District  
Carol Belser, Park Services Manager  
1055 Ventura Avenue  
Oak View, CA 93022  
Ph: 805-649-2233 x 111  
Fax : 805-649-3001

The Company  
Marshall Pike, QIS Project Manager  
2150 Main Street, Suite 5  
Red Bluff, CA 96080  
Ph: 530-529-1512  
Fax (530) 529-4511

#### 9.5 Severability and Headings.

If any of the provisions, or portions thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

#### 9.6 Non-Waiver.

No term or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by both Parties hereto. Any waiver of any term of this Agreement, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other or subsequent breach.

#### 9.7 Force Majeure.

If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, acts of God, terrorism, explosion or other casualty of war, labor dispute, inability to procure or obtain delivery of parts, supplies or power, violence, any law, order, ordinance, demand or regulatory restriction, such act will excuse the affected Party from performance to the extent of such prevention, restriction or interference. Licensee agrees, however, that in the event of a cost increase for QID solely as a result of any regulatory requirements not currently in existence as of the Effective Date, Licensee shall assume the cost of such price increase.

#### **9.8 Independent Contractor.**

The Parties' relationship shall be solely that of independent contractor and nothing contained in this Agreement shall be construed to make either Party an agent, partner, co-venturer, representative or principal of the other for any purpose, and neither Party shall have any right whatsoever to incur any liability or obligation on behalf of or binding upon the other Party.

#### **9.9 Survival.**

Sections 2, 4, 5, 6 7 and 9 herein shall survive the termination of this Agreement.

#### **9.10 Governing Law.**

This Agreement shall be governed by and construed under the laws of the State of California, excluding its conflicts of law principles. In the event of any dispute between the Parties, they agree to meet with a neutral third party mediator at least 30 days prior to filing any lawsuit. If the Parties cannot resolve their differences through mediation, any lawsuit hereunder shall be brought in the federal courts in the Northern District of California or state courts in Santa Clara County, California and Licensee submits to the jurisdiction thereof.

#### **9.11 Entire Agreement; Amendment.**

This Agreement, including each of the exhibits attached hereto, which are hereby incorporated into and made a part of this Agreement, constitute the final, complete and exclusive entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous proposals, negotiations, agreements, arrangements, or warranties, whether verbal or written, made between the Parties with respect to such subject matter.

It is expressly understood and agreed that sales conditions of the Company as contained in orders, contracts for services or any other form or request submitted by the Company shall be subject to the provisions of this Agreement. In the event of any

conflict between the documents, this Agreement shall control over any additional or conflicting term in any of Licensee's purchase orders or other business forms.

This Agreement may only be amended or modified by mutual agreement of authorized representatives of the Parties in writing.

**9.12 Injunctive Relief.**

If Licensee in any way materially breaches the terms of this Agreement, the Parties agree that monetary damages will not be an adequate remedy. In addition to any other rights which may be available to the Company, Licensee agrees that the Company shall be entitled to immediately obtain injunctive relief to enforce the terms of this Agreement or compel specific performance.

**9.13 Attorney's Fees.**

If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing Party shall be entitled to receive its attorneys' fees and court costs in addition to any other relief, but only if such Party has agreed to participate in mediation prior to the filing of any lawsuit.

**For Licensee**

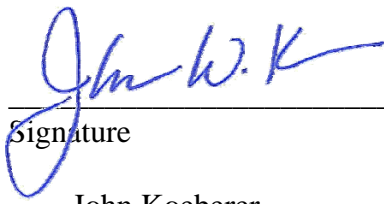
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For the Company**

  
\_\_\_\_\_  
Signature

John Koeberer  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Managing Member  
\_\_\_\_\_  
Title

\_\_\_\_\_  
June 15, 2014  
\_\_\_\_\_  
Date

**EXHIBIT A**  
**INSPECTION SITES**

Lake Casitas Main Park Entrance

CASITAS MUNICIPAL WATER DISTRICT

DATE: July 9, 2014

TO: Board of Directors

CC: Steve Wickstrum  
General Manager

FROM: Ron Merckling  
Public Affairs/Resource Manager

**SUBJECT: Adopt Drought Resolution Reaffirming Previous Declaration asking public for 20% Water Conservation**

**RECOMMENDATION:**

Staff recommends the Board of Directors adopt the attached Resolution that:

1. Reaffirms Casitas' 1992 declaration requesting public to reduce water use by 20%.
2. Alert public to historic drought conditions and the likelihood of additional measures to be adopted when Lake Casitas capacity drops below 50% for the first time since 1968.

**BACKGROUND AND DISCUSSION:**

Western Ventura County relies completely on local water supplies that are now being stressed to levels not seen in decades due to the present multi-year drought. Lower lake levels are likely to complicate water treatment processes due to increased anoxic conditions due to the drought. Encouraging greater water conservation practices will assist with managing water supply and water quality issues. This resolution is intended to alert the public of the changing conditions in water supply and the growing importance of using water wisely.

Exhibit 1: Resolution reaffirming a previous drought commitment of 20% voluntary water conservation, and alerting the public of multi-year historic drought conditions and diminishing local water supply.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION PROCLAIMING DROUGHT CONDITIONS

**WHEREAS**, on January 17, 2014, the Governor of the State of California proclaimed a state of emergency in the State of California due to the current drought conditions in the state; and

**WHEREAS**, the Governor's proclamation called upon all Californians to reduce their water usage by 20 percent; and

**WHEREAS**, California has experienced a third consecutive dry winter this year; and

**WHEREAS**, Western Ventura County relies on local surface water and groundwater supplies that are now becoming stressed to levels not seen in decades; and

**WHEREAS**, the Casitas Municipal Water District adopted a Water Shortage Contingency Plan in 1992, by Resolution No. 92-11, that set water use reduction goals for the various stages and called for a 20% voluntary reduction in water use while Lake Casitas contained more than 50% of the lake capacity.

**WHEREAS**, due to the current drought conditions, Lake Casitas storage supply will decline to below 50% capacity level before October 1, 2014; and

**WHEREAS**, lower lake levels that may further complicate long term water supply reliability, result in stricter water conservation goals, and impact lake water quality.

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

1. The Casitas Municipal Water District reaffirms its 1992 Water Shortage Contingency Plan (Resolution No. 92-11) that sets a goal of a 20 percent voluntary reduction in water use.
2. The Casitas Municipal Water District requests the public to increase their water conservation practices to prepare for and meet future water demand reduction goals during critical water conditions in Lake Casitas.

ADOPTED this 9<sup>th</sup> day of July, 2014.

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Bill Hicks, President  
Casitas Municipal Water District

ATTEST:

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Pete Kaiser, Secretary  
Casitas Municipal Water District



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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, PRINCIPAL CIVIL ENGINEER  
**SUBJECT:** AWARD CONTRACT-CHLORAMINATION BYPASS LINE TO RINCON PUMP PLANT, SPECIFICATION 14-370  
**DATE:** JUNE 30, 2014

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**RECOMMENDATION:**

It is recommended that the Board of Directors adopt the resolution accepting the proposal submitted by the lowest responsible bidder and award the contract for the construction of the Chloramination Bypass Line to Rincon Pump Plant, Specification 14-370 to Travis Agricultural Construction, Inc. in the amount of \$99,428. It is further recommended that the President of the Board execute the agreement for said work and the Board authorize staff to proceed with the administration of the contract.

**BACKGROUND AND DISCUSSION:**

Carpinteria Valley Water District (CVWD), under an agreement, serves water to Casitas' customers in the Rincon Del Mar area. Casitas can either provide CVWD with replacement water through an existing connection or Casitas can pay CVWD for the water. The cost to Casitas for CVWD water is much higher than Casitas charges Casitas' customers for the water. Historically, Casitas has always been able to replace the water.

Casitas now serves water treated with chlorine and ammonia (chloraminated) water to customers. CVWD serves water treated only with chlorine to their customers. The two different disinfection methods will negate each other if the water is mixed together.

Casitas is proposing to construct a new pipe to bypass the point in the treatment process where ammonia is added. The bypass will be valve controlled so that the bypass will only be used when Casitas is providing water to CVWD. The bypass will only affect customers that are served water via the Rincon Pump Plant. Impacts to customers will be minimal.

The project was advertised through F.W. Dodge and the Casitas web site. Three firms visited the site. One firm submitted a proposal. The bid results are:

<b>FIRM</b>	<b>AMOUNT FOR BID ITEMS 1-4</b>
Travis Agricultural Construction Inc.	\$99,428

Travis Agricultural Construction has a current contractor's license in good standing and has successfully completed similar projects for Casitas in the past.

This project is Statutory Exempt from CEQA by California Public Resources Code Section 21080.21. The Board authorized this project at the April 23, 2014 regular meeting with a budget of \$90,000. The payback period for this project is estimated at seven years at the current difference between the rates Casitas charges its customers and the rate Carpinteria Valley Water District would charge Casitas for the water.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT  
FOR THE CHLORAMINATION BYPASS LINE TO RINCON PUMP PLANT  
SPECIFICATION 14-370**

**WHEREAS**, the District invited bids from qualified contractors for the above-referenced project, and

**WHEREAS**, the Chloramination Bypass line to the Rincon Pump Plant will allow the District to provide water to Carpinteria Valley Water District to replace water Carpinteria Valley Water District provides to Casitas' customers, and

**WHEREAS**, the District received one bid, with the lowest responsive bid submitted by Travis Agricultural Construction, Inc. in the sum of \$99,428.00 and

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

1. That the bid from Travis Agricultural Construction, Inc. in the amount of \$99,428.00 be accepted for the Chloramination Bypass Line to the Rincon Pump Plant, Specification 14-370 and a contract awarded.
2. That staff is hereby authorized and directed to proceed with the administration of the contract.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bill Hicks, President  
Casitas Municipal Water District

**ATTEST:**

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

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: June 25, 2014  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum  
Re: Special Meeting - Water Resources Committee Meeting of June 24, 2014

**RECOMMENDATION:**

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

**BACKGROUND AND OVERVIEW:**

1. **Roll Call.** Director Baggerly and Director Kaiser  
Steve Wickstrum, General Manager
2. **Public Comments.** None.
3. **Board Comments.** None.
4. **Manager Comments.**  
The General Manager shared pictures and discussion on recent tour to Lake Cachuma. Lake water conditions are extremely low, park facilities and staff were very accommodating to visitors.
5. **Update on Water Efficiency and Allocation Program.**  
The Committee discussed the various sections and options that comprise what is now the Water Shortage Contingency Plan. The General Manager will progress with the Committee suggestions; summarize allocations, and direct staff to work on billing requirements.

CASITAS MUNICIPAL WATER DISTRICT  
Inter-Office Memorandum

DATE: July 1, 2014  
TO: Board of Directors  
FROM: Accounting Manager, Denise Collin  
Re: Executive Committee Meeting of July 1, 2014

**RECOMMENDATION:**

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

**MEETING:**

1. **Roll Call.** Directors Mary Bergen and Bill Hicks  
Denise Collin – Accounting Manager  
Ron Merckling, Resources/Conservation Manager  
  
Public: Lisa Kern – City of Ventura  
Christine Williams – United Water Conservation District  
Tina Rivera – United Water Conservation District
2. **Public Comments.** None.
3. **Board/Manager comments.** None.
4. **Manager Comments.**

Presentation by Ron Merckling of a Resolution Proclaiming Drought Conditions.

The Governor of the State of California proclaimed a state of emergency in the State of California due to the current drought conditions in the state. The governor called upon all Californians to reduce their water usage by 20 percent. Casitas Municipal Water District adopted a Water Shortage Contingency Plan in 1992 that set water use reduction in water use while Lake Casitas contained more than 50% of lake capacity.

Due to the current drought conditions, Lake Casitas storage supply will decline to below 50% capacity level before October 1, 2014.

Casitas Municipal Water District reaffirms its 1992 Water Shortage Contingency Plan that sets a goal of a 20% voluntary reduction in water use.

This resolution will be presented to the Board for approval 07/09/2014.

5. **Review of State Water Contract Extension – Presentation by Denise Collin.**

Denise Collin presented an Execution Version of the Agreement in Principle concerning the Extension of the State Water Project water supply contract.

The presentation summarized the State Water Contractors and

Department of Water Resources goals to achieve the re-negotiation.

1. Obtain commitment for continued service Beyond 2035
2. Ability to Provide Capital Financing Beyond 2035
3. Ease Financial Compression
4. Increasing Reserves from 22.7 million to 150 million.
5. Billing simplification
6. Enhance the Financial Management by establishing a Finance Committee with five members from DWR and five members from SWC.
7. Implementing a Freeze-Go methodology for current Transportation and Conservation charges to 2035.

Director Hicks questioned if we should go forward with the contract extension considering we cannot take State Water, Denise Collin assured Mr. Hicks approving and signing the AIP, does not commit Casitas to sign the actual contract extension in 2016, it does however show a sufficient level of commitment from the State Water Contractors as to the AIP Intentions.

Denise Collin discussed with Director Hicks and Director Bergen the future possibility of leasing the allocation long term.

The AIP will be reviewed by the Ventura City Council and the Board at United Water Conservation District before presented to the Casitas Municipal Water District Board for approval.

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** NEIL COLE, PRINCIPAL CIVIL ENGINEER  
**SUBJECT:** HEATING VENTILATION AND AIR CONDITIONING (HVAC) CONTROL  
REPLACEMENT  
**DATE:** JULY 2, 2014

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**RECOMMENDATION:**

This item is provided for information only and no action is required.

**BACKGROUND AND DISCUSSION:**

The Casitas office building primary HVAC system is now over 25 years old. Plans and specifications for a complete replacement system are now being finalized.

The control system for the existing HVAC has failed. Replacement parts are no longer available for the existing control system. West Coast Power Solutions, Casitas' HVAC maintenance firm has recommended replacing the failed portion of the control system with a modern control system at a cost of \$10,528. Casitas staff has reviewed the proposal with the consulting firm completing the new HVAC system design. Casitas and the consultant have determined that the replacement is appropriate. The replaced controller will be used with the new HVAC control system.

The FY 2014-15 Capital Budget includes \$760,000 to complete the HVAC, lighting, windows and electrical service panel replacement.



**Consumption Report**

**Water Sales FY 2013-2014 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2013 / 2014	2012 / 2013
													Total	Total
AD Ag-Domestic	514	537	499	636	428	454	302	526	200	273	328	623	5320	4198
AG Ag	401	433	499	414	383	301	232	366	155	169	246	466	4065	3780
C Commercial	101	92	135	69	62	29	21	29	24	26	52	84	724	663
DI Interdepartmental	20	5	32	4	21	3	12	2	6	2	8	4	119	120
F fire	0	0	0	1	0	0	0	0	0	0	0	0	1	0
I Industrial	1	3	1	2	1	3	1	3	0	2	1	4	22	23
OT Other	41	34	36	26	29	14	8	16	8	8	12	23	255	244
R Residential	286	77	252	135	220	96	147	84	128	65	144	104	1738	1678
RS - P Resale Pumped	134	183	197	164	122	89	57	69	45	32	28	62	1182	551
RS - G Resale Gravity	515	545	620	659	684	447	364	617	455	186	184	338	5614	4836
TE Temporary	1	1	30	12	1	1	1	1	1	2	2	2	55	13
<b>Total</b>	2014	1910	2301	2,122	1951	1437	1145	1713	1022	765	1,003	1,710	<b>19,093</b>	16,106
<b>Total 2012/2013</b>	1237	1537	2344	1755	1722	952	541	760	845	1053	1427	1933	<b>N/A</b>	<b>16106</b>



**Casitas Municipal Water District**  
**CFD No. 2013-1 (Ojai) - Monthly Cost Analysis**  
**2013/2014**



07/02/2014

	<b>Services &amp; Suplies</b>	<b>Legal Fees</b>	<b>Labor Expense</b>	<b>Other Services</b>	<b>Total Expenses</b>
<b>2011/2012</b>	<b>-289.50</b>	<b>42,560.00</b>	<b>11,098.37</b>	<b>0.00</b>	<b>53,368.87</b>
<b>2012/2013</b>	<b>831.82</b>	<b>223,462.77</b>	<b>14,836.68</b>	<b>0.00</b>	<b>239,131.27</b>
July	0.00	0.00	227.71	0.00	227.71
August	0.00	1,334.44	0.00	0.00	1,334.44
September	0.00	51,690.69	864.99	0.00	52,555.68
October	0.00	2,730.00	1,081.24	0.00	3,811.24
November	0.00	12,203.18	535.86	0.00	12,739.04
December	29.89	3,823.82	556.40	0.00	4,410.11
January	0.00	3,698.02	0.00	0.00	3,698.02
Feburary	0.00	5,990.55	227.78	0.00	6,218.33
March	0.00	4,826.19	341.67	0.00	5,167.86
April	0.00	2,069.01	0.00	0.00	2,069.01
May	0.00	2,542.16	0.00	0.00	2,542.16
June	0.00	384.00	0.00	0.00	384.00
<b>Total Cost YTD</b>	<b><u>29.89</u></b>	<b><u>91,292.06</u></b>	<b><u>3,835.65</u></b>	<b>Total Cost YTD</b>	<b><u>95,157.60</u></b>
<b>Total Project Cost</b>	<b><u><u>572.21</u></u></b>	<b><u><u>357,314.83</u></u></b>	<b><u><u>29,770.70</u></u></b>	<b>Total: CFD Costs</b>	<b><u><u>387,657.74</u></u></b>

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
07/02/14**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	313379EE5	06/14/2019	\$1,382,396	\$1,349,973	1.625%	10/03/2012	9.17%	1782
*TB	Federal Home Loan Bank	313379RN1	12/27/2024	\$978,364	\$944,106	3.027%	06/18/2014	6.42%	3775
*TB	Federal Home Loan Bank	Not Available Yet	08/14/2024	\$128,246	\$127,166	2.500%	07/03/2014	0.86%	3642
*TB	Federal Home Loan Bank	3133XFKF2	06/11/2021	\$712,756	\$681,122	5.625%	01/16/2013	4.63%	2499
*TB	Federal Home Loan Bank	3133XLWN1	09/12/2014	\$938,904	\$939,337	5.250%	04/01/2013	6.38%	70
*TB	Federal Home Loan Bank	3133XWNB10	06/12/2015	\$705,857	\$717,962	2.875%	07/01/2010	4.88%	340
*TB	Federal Home Loan Bank	3134A4VG60	11/17/2015	\$727,210	\$742,546	4.750%	07/19/2010	5.05%	495
*TB	Federal Home Loan Bank	3134G34WJ	08/28/2014	\$997,239	\$997,489	0.375%	04/01/2013	6.78%	56
*TB	Federal Home Loan MTG Corp	Not Available Yet	10/30/2024	\$853,319	\$817,829	2.500%	07/03/2014	5.56%	3718
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/2016	\$690,028	\$694,147	1.375%	03/12/2012	4.72%	853
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,123,279	\$1,132,410	5.125%	01/03/2012	7.70%	1215
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/2014	\$700,699	\$701,442	3.000%	07/01/2010	4.77%	26
*TB	Federal Home Loan MTG Corp	3137EADB2	01/13/2022	\$208,878	\$199,306	2.375%	02/11/2013	1.35%	2711
*TB	Federal Natl MTG Assn	31398AYY20	09/16/2014	\$701,942	\$704,193	3.000%	07/01/2010	4.79%	74
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/2018	\$1,147,213	\$1,199,281	1.375%	07/06/2010	8.15%	1453
*TB	US Treasury Notes	912828LZ10	11/30/2014	\$701,733	\$705,908	2.125%	07/01/2010	4.80%	148
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/2020	\$1,131,978	\$1,199,264	1.375%	07/01/2010	8.15%	1993
*TB	US Treasury Bond	912828WE6	11/15/2023	\$769,800	\$780,897	2.613%	12/13/2013	5.31%	3373
Accrued Interest					\$81,258				
<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>				<b>\$14,599,840</b>	<b>\$14,715,634</b>			<b>80.31%</b>	
*CD	cit Salt Lake City UT - CD		12/18/2023	\$245,000	\$243,626	3.30%			
*CD	Discover BK Greenwood DE - CD		01/16/2024	\$239,000	\$235,871	3.20%			
*CD	GE Capital - CD Draper, UT		09/27/2023	\$245,000	\$243,523	3.25%			
*CD	GE Capital - CD Salt Lake City, UT		09/27/2023	\$245,000	\$241,590	3.15%			
*CD	Goldman Sachs - CD New York, NY		10/30/2023	\$224,000	\$224,007	3.25%			
*CD	Toyota Financial Services - CD -Henderson NV		12/20/2023	\$245,000	\$243,704	3.30%			
<b>Total Certificates of Deposit: (11.13506)</b>				<b>\$1,443,000</b>	<b>\$1,432,320</b>			<b>7.82%</b>	
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$445</b>	<b>\$445</b>	0.23%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,176,239</b>	<b>\$2,176,239</b>	0.35%	Estimated	<b>11.88%</b>	
<b>TOTAL FUNDS INVESTED</b>				<b>\$18,219,524</b>	<b>\$18,324,639</b>			<b>100.00%</b>	
Total Funds Invested last report				\$18,166,425	\$18,283,192				
Total Funds Invested 1 Yr. Ago				\$18,219,723	\$18,337,751				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$4,836,214</b>	<b>\$4,836,214</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$964</b>	<b>\$964</b>	0.01%			
<b>TOTAL CASH &amp; INVESTMENTS</b>				<b>\$23,056,702</b>	<b>\$23,161,816</b>				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$18,856,432	\$18,974,460				

- \*CD CD - Certificate of Deposit
- \*TB TB - Federal Treasury Bonds or Bills
- \*\* Local Agency Investment Fund
- \*\*\* County of Ventura Investment Fund
- Estimated interest rate, actual not due at present time.
- \*\*\*\* Cash in bank

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.  
All investments were made in accordance with the Treasurer's annual statement of investment policy.