



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

The meeting will be held via Zoom.

To attend and participate in the meeting please Join Zoom Meeting
<https://us06web.zoom.us/j/98414854813?pwd=UXhtWS9zdm83ZU5CazNXenIEVEIRUT09>

Meeting ID: 984 1485 4813
Passcode: 757052

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

January 26, 2022 @ 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. AGENDA CONFIRMATION

4. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
5. CONSENT AGENDA
 - 5.a. Accounts Payable Reports.
[Accounts Payable Report 01-12-22.pdf](#)
[Accounts Payable Report 01-26-22.pdf](#)
 - 5.b. Minutes of the December 15, 2021 Special Board Meeting.
[12 15 2021 Special Meeting Minutes.pdf](#)
 - 5.c. Minutes of the January 12, 2022 Board Meeting.
[1 12 2022 Minutes.pdf](#)
6. ACTION ITEMS
 - 6.a. Approval of a Concessionaire Agreement with Ni-Lu Corporation for the operation of the Park Store at the Lake Casitas Recreation Area.
[Board Memo - Park Store Concessionaire Agreement 012622.pdf](#)
[ParkStoreConcessionAgr finaldraft 012622 ATT1.pdf](#)
[Proposal for Park Store 2021 - Ni-Lu Corp 012622 ATT2.pdf](#)
 - 6.b. Review and approval of consultant proposal to provide Casitas MWD 2022 redistricting services.
[Board Memo on Redistricting Services 012622.pdf](#)
[Demographic Analysis and Mapping Services - GEOinovo Solutions Inc. Proposal Response - Casitas Municipal Water District ATT1.pdf](#)
[Casitas Municipal Water District - Redistricting Partners ATT2.pdf](#)
 - 6.c. Adoption of a revised Casitas MWD water waste ordinance.
[Board Memo re Water Waste Prohibitions Ordinance 012622.pdf](#)
[Casitas Water Waste Ord Draft 012622 ATT1.pdf](#)
[SWRCB Res 2022-0002 ATT2.pdf](#)
 - 6.d. Award contract for the San Antonio Well #3 Rehabilitation, IFB181, to Legend Pump and Well Service in an amount not to exceed \$86,745.00.
[Board Memo for San Antonio Well 3 Repairs 20220121.pdf](#)
[220121 - Bid Summary.pdf](#)
7. INFORMATION ITEMS
 - 7.a. Hydrologic Status Report for December 2021.
[Hydrology December 2021.pdf](#)
8. GENERAL MANAGER COMMENTS

9. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
10. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).
11. CLOSED SESSION
 - 11.a. Conference with Labor Negotiators (Govt. Code Sec. 54957.6) Agency Designated Representatives: Colin Tanner and Diana Impeartrice
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.
 - 11.b. 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.
 - 11.c. Public Employee Performance Evaluation (Government Code 54957)
Title: General Manager.
12. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 12/02/2021 - 01/05/22
Presented to the Board of Directors For Approval January 12, 2022

Check	Payee		Description	Amount
001089	Payables Fund Account	# 9759651478	Accounts Payable Batch 120821	\$ 1,321,317.64
001090	Payables Fund Account	# 9759651478	Accounts Payable Batch 121521	\$ 334,788.42
001091	Payables Fund Account	# 9759651478	Accounts Payable Batch 122221	\$ 258,513.43
001092	Payables Fund Account	# 9759651478	Accounts Payable Batch 122921	\$ 241,919.14
001093	Payables Fund Account	# 9759651478	Accounts Payable Batch 010522	\$ 224,859.19
				<u>\$ 2,381,397.82</u>
001094	Payroll Fund Account	# 9469730919	Estimated Payroll 01/27/22	\$ 234,000.00
001095	Payroll Fund Account	# 9469730919	Estimated Payroll 02/10/22	\$ 234,000.00
			Total	<u>\$ 2,849,397.82</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, 001089-001095 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.

001089 A/P Checks: 044990-045089
A/P Draft 000243
Voids:
044990-044992 - Error at printing - Printing Jam
044996 - Amazon Capital Services - Continuation of detail of check 044995
045034 - J.W. Enterprises - Continuation of detail of check 045033
045042 - Tracy Medeiros - Return to sender Unclaim - reissued to diferent address
045044 - Meiners Oaks ACE Hardware - Continuation of detail of check 045043
045045 - Meiners Oaks ACE Hardware - Continuation of detail of check 045043
045081 - Ventura Steel, Inc - Error at printing - Printing Jam

001090 A/P Checks: 045090-045185
A/P Draft 000244-000248
Voids:
045093 - Amazon Capital Services - Continuation of detail of check 045092
045146 - Meiners Oaks ACE Hardware - Continuation of detail of check #045145
045147 - Meiners Oaks ACE Hardware - Continuation of detail of check #045145

001091 A/P Checks: 045186-045221
A/P Draft:
Voids:
045203 - Tracy Medeiros - Reissued to different address
045205 - Meiners Oaks ACE Hardware - Continuaation of Detal of check 045204

001092 A/P Checks: 045222-045261
A/P Draft: 000249-000253
Voids:

001093 A/P Checks: 045262-045330
A/P Draft:
Voids:
045264 - Amazon Capital Service - Continuation of detail of check #045263
045305 - Meiners Oaks ACE Hardware - Continuation of detail of check #045304



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 12/11/21
Pay Date 12/16/21
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown
Jayne Brown

CERTIFICATION

Payroll disbursements for the pay period ending 12/25/21
Pay Date 12/30/21
have been duly audited and are
hereby certified as correct.

Signed: Janyne Brown
Janyne Brown

VENDOR SET: 01 Casitas Municipal Water D

BANK: * ALL BANKS

DATE RANGE:12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	12/08/2021			044990		
	C-CHECK	V	12/08/2021			044991		
	C-CHECK	V	12/08/2021			044992		
	C-CHECK	V	12/08/2021			044996		
	C-CHECK	V	12/08/2021			045034		
02129	Tracy Medeiros							
	C-CHECK	UNPOST	V 12/08/2021			045042		580.00CR
	C-CHECK	V	12/08/2021			045044		
	C-CHECK	V	12/08/2021			045045		
00258	VENTURA STEEL, INC							
	C-CHECK	VOIDED	V 12/08/2021			045081		539.47CR
	C-CHECK	V	12/15/2021			045093		
	C-CHECK	V	12/15/2021			045146		
	C-CHECK	V	12/15/2021			045147		
02129	Tracy Medeiros							
	C-CHECK	UNPOST	V 12/22/2021			045203		580.00CR
	C-CHECK	V	12/22/2021			045205		
	C-CHECK	V	1/05/2022			045264		
	C-CHECK	V	1/05/2022			045305		

* * 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:	16	VOID DEBITS 0.00		
		VOID CREDITS 1,699.47CR		
		1,699.47CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			16	1,699.47CR	0.00	0.00
BANK:		TOTALS:	16	1,699.47CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03206	U.S. Bank Global Corporate Tru							
I-6338374	2013-1 2019 S[pecial Tax Bonds	D	12/08/2021	2,500.00		000243		2,500.00
00128	INTERNAL REVENUE SERVICE							
I-T1 202112131948	Federal Withholding	D	12/15/2021	40,866.22		000244		
I-T3 202112131948	SS Withholding	D	12/15/2021	30,243.84		000244		
I-T4 202112131948	Medicare Withholding	D	12/15/2021	9,848.25		000244		80,958.31
00187	CALPERS							
I-PBB202112131948	PERS BUY BACK	D	12/15/2021	130.46		000245		
I-PBP202112131948	PERS BUY BACK	D	12/15/2021	161.96		000245		
I-PEB202112131948	PEPRA EMPLOYEES PORTION	D	12/15/2021	8,754.91		000245		
I-PEM202112131948	PERS EMPLOYEE PORTION MGMT	D	12/15/2021	1,774.91		000245		
I-PER202112131948	PERS EMPLOYEE PORTION	D	12/15/2021	7,238.51		000245		
I-PRB202112131948	PEBRA EMPLOYER PORTION	D	12/15/2021	9,844.40		000245		
I-PRR202112131948	PERS EMPLOYER PORTION	D	12/15/2021	11,912.06		000245		39,817.21
00180	S.E.I.U. - LOCAL 721							
I-COP202112131948	SEIU 721 COPE	D	12/15/2021	27.50		000246		
I-UND202112131948	UNION DUES	D	12/15/2021	856.25		000246		883.75
00049	STATE OF CALIFORNIA							
I-T2 202112131948	STATE WITHHOLDING (CA)	D	12/15/2021	15,515.64		000247		15,515.64
05790	STATE OF OREGON							
I-OST202112131948	OR STATE TRANSIT TAX	D	12/15/2021	5.58		000248		
I-T2 202112131948	STATE WITHHOLDING (OR)	D	12/15/2021	412.56		000248		418.14
00128	INTERNAL REVENUE SERVICE							
I-T1 202112271949	Federal Withholding	D	12/29/2021	45,620.69		000249		
I-T3 202112271949	SS Withholding	D	12/29/2021	30,427.80		000249		
I-T4 202112271949	Medicare Withholding	D	12/29/2021	10,471.02		000249		86,519.51
00187	CALPERS							
C-PEB202112281950	PEPRA EMPLOYEES PORTION	D	12/29/2021	53.11CR		000250		
C-PRB202112281950	PEBRA EMPLOYER PORTION	D	12/29/2021	59.72CR		000250		
I-PBB202112271949	PERS BUY BACK	D	12/29/2021	130.46		000250		
I-PBP202112271949	PERS BUY BACK	D	12/29/2021	161.96		000250		
I-PEB202112271949	PEPRA EMPLOYEES PORTION	D	12/29/2021	8,522.94		000250		
I-PEM202112271949	PERS EMPLOYEE PORTION MGMT	D	12/29/2021	1,774.91		000250		
I-PER202112271949	PERS EMPLOYEE PORTION	D	12/29/2021	7,151.63		000250		
I-PRB202112271949	PEBRA EMPLOYER PORTION	D	12/29/2021	9,583.55		000250		
I-PRR202112271949	PERS EMPLOYER PORTION	D	12/29/2021	11,798.74		000250		39,011.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00180	S.E.I.U. - LOCAL 721							
I-COP202112271949	SEIU 721 COPE	D	12/29/2021	27.50		000251		
I-UND202112271949	UNION DUES	D	12/29/2021	856.25		000251		883.75
00049	STATE OF CALIFORNIA							
I-T2 202112271949	STATE WITHHOLDING (CA)	D	12/29/2021	17,822.76		000252		17,822.76
05790	STATE OF OREGON							
I-OST202112271949	OR STATE TRANSIT TAX	D	12/29/2021	5.58		000253		
I-T2 202112271949	STATE WITHHOLDING (OR)	D	12/29/2021	412.56		000253		418.14
00010	AIRGAS USA LLC							
I-9984766900	Gas Cylinder Rental - PL	R	12/08/2021	356.70		044993		356.70
05803	All Purpose Crane Training							
I-12257b	Boom Truck Credential Training	R	12/08/2021	5,147.50		044994		5,147.50
03044	Amazon Capital Services							
I-11HV-YWJ7-HKY6	Foot Switch Assembly - LCRA	R	12/08/2021	51.16		044995		
I-133F-PYMH-PP1L	PLC Automation Upgrades - EM	R	12/08/2021	715.88		044995		
I-17WN-YG1X-DJDL	Storage Case - MAINT	R	12/08/2021	52.35		044995		
I-1C6G-VTRR-X3JK	Heavy Duty Caulk Gun - MAINT	R	12/08/2021	128.70		044995		
I-1CFM-VJL1-L1VG	Phone Case Holster Clip - LCRA	R	12/08/2021	10.60		044995		
I-1CQX-MRLC-G7CN	Sticky Notes - LCRA	R	12/08/2021	34.74		044995		
I-1DQJ-L3G6-J7Q9	Door Handle - Unit 24	R	12/08/2021	10.71		044995		
I-1KK1-DGPN-WQJ4	Black Toner Cartridge - LCRA	R	12/08/2021	76.12		044995		
I-1KRV-NMK7-LQ19	Bobcat Key Case - MAINT	R	12/08/2021	8.53		044995		
I-1MFT-1NTX-FT1F	Tire Inflator Gauge & Hose -PL	R	12/08/2021	19.19		044995		
I-1TJV-JTHF-NPT1	Book Planner - PR	R	12/08/2021	33.24		044995		
I-1VV1-KWJM-6JCV	Pin Port Terminal - EM	R	12/08/2021	110.71		044995		
I-1VV1-KWJM-6JPY	Cable Clamps - MAINT	R	12/08/2021	51.44		044995		1,303.37
00836	AMERICAN RED CROSS							
I-22389631	First Aid/CPR/AED BBP Training	R	12/08/2021	160.00		044997		160.00
00029	AMERICAN TOWER CORP							
I-3766245	Red Mountain Tower Rental - OM	R	12/08/2021	1,035.62		044998		1,035.62
00548	Lisa Barbee							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	265.95		044999		265.95
00038	BLACK GOLD INDUSTRIES							
I-4703654	Waste Oil Services - SAFE	R	12/08/2021	190.00		045000		190.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04111	Roadpost, Inc. I-BU01395282 Sat Phone Services - TP	R	12/08/2021	54.54		045001		54.54
03207	BMI PacWest Inc. I-015971 AC Maintenance - DO	R	12/08/2021	1,782.00		045002		1,782.00
00207	CA Department of Tax & Fee Adm I-L0012593535 Water Rights - A015998	R	12/08/2021	10,971.21		045003		10,971.21
00207	CA Department of Tax & Fee Adm I-L0012613677 Water Rights - A011311	R	12/08/2021	724.71		045004		724.71
02787	Lindsay Cao I-120621 Refund for FICA 2018 & 2019	R	12/08/2021	75.40		045005		75.40
00055	CASITAS BOAT RENTALS I-Nov 21 Gas for Boats - LCRA	R	12/08/2021	307.78		045006		307.78
05774	CliftonLarsonAllen LLP I-3090296 Audit Service for FY 20/21	R	12/08/2021	3,000.00		045007		3,000.00
01843	COASTAL COPY I-986449 Copier Usage - DO	R	12/08/2021	197.46		045008		197.46
03042	Jessica Collins I-120621 Refund for FICA 2018 & 2019	R	12/08/2021	374.27		045009		374.27
00770	CORRPRO COMPANIES, INC. I-669738 Reservoir Cathodic Protection	R	12/08/2021	9,240.00		045010		9,240.00
01483	CORVEL CORPORATION I-1121350 Annual Admin Fee I-C00206714849 Claim # 1102WC200000006	R	12/08/2021	5,000.00		045011		5,901.20
01856	CRAMER MARKETING/ FORMERLY DAT C-37828b Accrue Use Tax D-37828a Accrue Use Tax I-37828 Gray AP Checks - ADM	R	12/08/2021	18.32CR		045012		252.63
00079	DANIELS TIRE SERVICE I-250116058 Tires & Truck Service - Unit68	R	12/08/2021	1,121.54		045013		1,121.54
01764	DataProse, LLC I-DP2104501 UB Billing 10/21	R	12/08/2021	4,172.78		045014		4,172.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05920	Nora Davis							
I-120621	Deposit Refund - LCRA	R	12/08/2021	400.00		045015		400.00
00740	DELL MARKETING L.P.							
I-10539339131	3 Towers & Monitors - UT/TP	R	12/08/2021	3,824.47		045016		3,824.47
00086	E.J. Harrison & Sons Inc							
I-1261	Acct#500139629	R	12/08/2021	1,852.60		045017		1,852.60
00086	E.J. Harrison & Sons Inc							
I-1619	Acct#500546088	R	12/08/2021	1,565.66		045018		1,565.66
00086	E.J. Harrison & Sons Inc							
I-1628a	Acct#500766090	R	12/08/2021	101.93		045019		101.93
01705	RJ FADDIS							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	263.48		045020		263.48
00093	FEDERAL EXPRESS							
I-7-423-18570	Shipping - LAB	R	12/08/2021	31.84		045021		
I-7-541-52832	Shipping - OM	R	12/08/2021	24.27		045021		56.11
00099	FGL ENVIRONMENTAL							
I-115234A	Plant Effluent DBP 10/26/21	R	12/08/2021	291.00		045022		
I-115593A	Nitrate Monitoring 11/02/21	R	12/08/2021	65.00		045022		
I-115967A	DBP Monitoring 11/04/21	R	12/08/2021	915.00		045022		
I-115969A	Nitrate Monitoring 11/09/21	R	12/08/2021	47.00		045022		
I-116384A	Nitrate Monitoirng 11/16/21	R	12/08/2021	47.00		045022		
I-116591A	Lab Water Quality 11/18/21	R	12/08/2021	130.00		045022		1,495.00
00104	FRED'S TIRE MAN							
I-136303	Flat Tire Repair - Unit #45	R	12/08/2021	20.00		045023		20.00
05894	Garcia G Roofing							
I-112421	Mutual Roof Replacement - ENG	R	12/08/2021	7,675.00		045024		7,675.00
01898	Eric Grabowski							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	578.68		045025		578.68
00115	GRAINGER, INC							
I-9135029768	Test Strip - TP	R	12/08/2021	123.89		045026		123.89
02217	Greg Rents							
I-32399	Propane - Unit 287	R	12/08/2021	70.15		045027		
I-32406	Concrete Mix - LCRA	R	12/08/2021	997.71		045027		1,067.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00122	BILL HICKS							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	229.41		045028		229.41
04730	Hildebrand Consulting, LLC							
I-393	2022 Water Rate Study - ADMIN	R	12/08/2021	13,570.00		045029		13,570.00
00596	HOME DEPOT							
I-5900548	Outdoor Carpet - LCRA	R	12/08/2021	152.41		045030		
I-5905094	Outdoor Carlpet - LCRA	R	12/08/2021	147.39		045030		
I-7523616	Concrete Gray - MAINT	R	12/08/2021	63.71		045030		
I-7903952	Outdoor Carpet - LCRA	R	12/08/2021	192.92		045030		556.43
00125	IDEXX DISTRIBUTION CORP							
I-3096896246	Colilert & Bacti Bottles - LAB	R	12/08/2021	1,497.54		045031		1,497.54
01634	INTERSTATE BATTERIES							
I-55642143	Battery - Unit 53	R	12/08/2021	143.95		045032		143.95
09910	J.W. ENTERPRISES							
I-344354	CT Pumping - AVE 1PP	R	12/08/2021	76.50		045033		
I-344355	CT Pumping - VILLANOVA	R	12/08/2021	76.50		045033		
I-344356	CT Pumping - OVPP	R	12/08/2021	76.50		045033		
I-344357	CT Pumping - 4M PP	R	12/08/2021	76.50		045033		
I-344358	CT Pumping - GRAND AVE.	R	12/08/2021	76.50		045033		
I-344359	CT Pumping - 4M RES.	R	12/08/2021	76.50		045033		
I-344360	CT Pumping - SA PLANT	R	12/08/2021	153.00		045033		
I-344361	CT Pumping - UPPER OJAI RES.	R	12/08/2021	76.50		045033		
I-344362	CT Pumping - 3M PUMP	R	12/08/2021	76.50		045033		
I-344363	CT Pumping - SIGNAL RES.	R	12/08/2021	76.50		045033		
I-344364	CT Pumping - FAIRVIEW RES.	R	12/08/2021	76.50		045033		
I-344365	CT Pumping - CASITAS DAM	R	12/08/2021	76.50		045033		
I-344366	CT Pumping - RINCON TANK	R	12/08/2021	76.50		045033		
I-344367	CT Pumping - BATES RES.	R	12/08/2021	76.50		045033		1,147.50
00935	PETER M. KAISER							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	550.57		045035		550.57
05816	Alex Kelso							
I-120321	Reimburse Expenses 12/21	R	12/08/2021	160.00		045036		160.00
00667	Kennedy/Jenks Consultants, Inc							
I-151233	Grant Support - ENG	R	12/08/2021	3,605.00		045037		
I-151234	USBR Water SMART Grant App-ENG	R	12/08/2021	15,048.75		045037		18,653.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02671	Tim Lawson							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	323.05		045038		323.05
00527	LINCOLN AQUATICS							
I-NH919649	Paint for Lazy River - WP	R	12/08/2021	6,692.56		045039		6,692.56
02640	Ivan Lopez							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	370.17		045040		370.17
05449	Matheson Tri-Gas, Inc.							
I-0024672017	Liquid Oxygen for TP	R	12/08/2021	12,469.09		045041		12,469.09
00151	MEINERS OAKS ACE HARDWARE							
C-989618	Fittings Return - FISH	R	12/08/2021	9.65CR		045043		
I-989155	Channel Lock Pliers - LCRA	R	12/08/2021	29.05		045043		
I-989244	70 amp Circuit Mount - LCRA	R	12/08/2021	45.81		045043		
I-989250	Tube Strap - MAINT	R	12/08/2021	16.52		045043		
I-989295	D Fir - LCRA	R	12/08/2021	64.78		045043		
I-989322	Silicone - FISH	R	12/08/2021	5.46		045043		
I-989343	Bolts & Screws - TP	R	12/08/2021	20.82		045043		
I-989382	Zinc Plated Steel - LCRA	R	12/08/2021	23.52		045043		
I-989403	Painting Supplies - MAINT	R	12/08/2021	36.04		045043		
I-989423	Gloves, Face Shield & Goggles	R	12/08/2021	138.87		045043		
I-989424	Tote Latching - WP	R	12/08/2021	21.44		045043		
I-989448	Bolts & Screws - FISH	R	12/08/2021	7.70		045043		
I-989451	Shed Building Supplies-LCRA	R	12/08/2021	221.12		045043		
I-989466	Straw Hat - MAINT	R	12/08/2021	23.96		045043		
I-989507	Blade Storm Set & Cable - LCRA	R	12/08/2021	104.35		045043		
I-989585	Paint - MAINT	R	12/08/2021	77.91		045043		
I-989593	Cable & Bit Speeddbor - LCRA	R	12/08/2021	122.29		045043		
I-989616	Fittings - FISH	R	12/08/2021	97.72		045043		
I-989684	Bit Drill & Detergent - EM	R	12/08/2021	55.90		045043		
I-989688	Rivets & Asphalt Patch - LCRA	R	12/08/2021	110.53		045043		
I-989726	CLR BaseShoe - LCRA	R	12/08/2021	123.38		045043		
I-989727	Caulk - LCRA	R	12/08/2021	36.77		045043		
I-989930	Saw Blade - EM	R	12/08/2021	9.74		045043		
I-989941	CLR 711 - LCRA	R	12/08/2021	20.14		045043		1,404.17
03724	Michael K. Nunley & Associates							
I-10016	Running Ridge ZOne Improv -ENG	R	12/08/2021	5,050.00		045046		
I-10017	Lion St PL Design - ENG	R	12/08/2021	1,186.56		045046		
I-9927	Mutual Well#7 Equipment - ENG	R	12/08/2021	6,538.00		045046		
I-9928	OWS-Casitas System Integration	R	12/08/2021	2,906.66		045046		
I-9929	OVPP Performance Evaluation	R	12/08/2021	2,672.59		045046		18,353.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03444	Mission Linen Supply							
I-516002210	Uniform Pants - PL	R	12/08/2021	34.87		045047		
I-516002211	Uniform Pants - MAINT	R	12/08/2021	27.64		045047		
I-516002215	Uniform Pants - TP	R	12/08/2021	40.39		045047		
I-516057770	Uniform Pants - PL	R	12/08/2021	34.87		045047		
I-516057771	Uniform Pants - MAINT	R	12/08/2021	27.64		045047		
I-516057774	Uniform Pants - TP	R	12/08/2021	40.39		045047		205.80
03969	NEOGOV							
I-INV-21050	Subscription 08/31/21-08/30/22	R	12/08/2021	5,176.08		045048		5,176.08
00812	KEVIN NGUYEN							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	96.47		045049		96.47
00163	OFFICE DEPOT							
I-208653961001	Office Supplies - DO	R	12/08/2021	93.44		045050		93.44
01570	Ojai Auto Supply							
I-533588	Wiper Blades - Unit 19	R	12/08/2021	17.18		045051		17.18
00165	OJAI LUMBER CO, INC							
I-2111-663550	Plywood - LCRA	R	12/08/2021	846.16		045052		846.16
00884	OJAI TERMITE & PEST CONTROL, I							
I-221651	Monthly Rodent Service Reeves	R	12/08/2021	73.00		045053		
I-221652	Monthly Rodent Service - MAINT	R	12/08/2021	75.00		045053		148.00
02947	Nicole Parson							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	382.49		045054		382.49
04531	Peace Officers Research Associ							
I-334601	PORAC Insurance for Rangers	R	12/08/2021	192.00		045055		192.00
00686	POLLARD WATER							
I-0203344	Dechlor Table - TP	R	12/08/2021	406.15		045056		406.15
05713	Pops Auto Repair							
I-0148	Air Bag Suspension - Unit# 46	R	12/08/2021	1,866.00		045057		1,866.00
00790	PROFORMA							
I-BI85005747A	Casitas Logo - LAB	R	12/08/2021	53.83		045058		
I-BI85005872A	Casitas Logo - MAINT	R	12/08/2021	80.81		045058		134.64

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-10614	Gas Tank Inspection - DO	R	12/08/2021	230.00		045059		
I-10615	Gas Tank Inspection - LCRA	R	12/08/2021	230.00		045059		460.00
00619	PUMP CHECK							
I-8668	Pump and Meter Testing - EM	R	12/08/2021	10,800.00		045060		10,800.00
00788	QUINN COMPANY							
I-WO110104017	Unit 287-Forklift Repair -SAFE	R	12/08/2021	3,242.30		045061		3,242.30
01465	EVA RIOS							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	88.07		045062		88.07
02900	Greg Romey							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	206.55		045063		206.55
05557	Keegan Shirck							
I-120821	Safety Boot Stipend	R	12/08/2021	170.00		045064		170.00
04635	John Simon							
I-120821	Safety Boot Stipend	R	12/08/2021	170.00		045065		170.00
00872	Smart Rain							
I-INV-SR896	Weather Station Signal	R	12/08/2021	79.00		045066		79.00
00875	Caron Smith							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	106.49		045067		106.49
00608	SMITH PIPE & SUPPLY INC.							
I-3833929	Capstone Herbicide - MAINT	R	12/08/2021	969.75		045068		969.75
00215	SOUTHERN CALIFORNIA EDISON							
I-120621a	Acct#700598317666	R	12/08/2021	35.17		045069		
I-120621b	Acct#700030209177	R	12/08/2021	11,697.36		045069		
I-120621c	Acct#700029026585	R	12/08/2021	2,720.85		045069		
I-120621d	Acct#700028735181	R	12/08/2021	10,535.92		045069		
I-120721	Acct#700009638309	R	12/08/2021	25.99		045069		25,015.29
00048	STATE OF CALIFORNIA							
I-120821	State Water Plan Payment	R	12/08/2021	1,010,368.00		045070		1,010,368.00
05786	Stericycle, Inc.							
I-8000567822	Shredding Service - DO	R	12/08/2021	141.00		045071		141.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01147	SUPERIOR GATE SYSTEMS							
I-4622	New Key Pad - MAINT	R	12/08/2021	485.00		045072		485.00
02332	Jordan Switzer							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	817.75		045073		817.75
02643	Take Care by WageWorks							
I-13551616	Reimburse Med/Dep Care	R	12/08/2021	13.40		045074		
I-13563075	Reimburse Med/Dep Care	R	12/08/2021	84.78		045074		
I-13574045	Reimburse Med/Dep Care	R	12/08/2021	97.00		045074		
I-13590513	Reimburse Med/Dep Care	R	12/08/2021	422.57		045074		617.75
00317	TIERRA CONTRACTING INC							
I-113021	Lion St Construction - ENG	R	12/08/2021	31,122.90		045075		31,122.90
02527	Traffic Technologies LLC							
I-39473	Type L Markers, Signs - MAINT	R	12/08/2021	222.32		045076		222.32
00225	UNDERGROUND SERVICE ALERT							
I-1120210093	CAS01 New Ticket - ENG	R	12/08/2021	208.00		045077		
I-dsb20205795	Regulatory Costs - ENG	R	12/08/2021	110.30		045077		318.30
00471	UNION ENGINEERING COMPANY, INC.							
I-21-1105	Robles Forebay Restoration-ENG	R	12/08/2021	42,053.74		045078		
I-21-1105 RET	Robles Forebay Restoration-ENG	R	12/08/2021	11,501.17		045078		53,554.91
02784	United Rentals							
I-198000186-004	Emergency Generators - EM	R	12/08/2021	7,368.07		045079		
I-198001082-003	Emergency Generators - EM	R	12/08/2021	8,462.02		045079		15,830.09
00257	VENTURA RIVER WATER DISTRICT							
I-113021	Acct#5-37500A	R	12/08/2021	123.47		045080		123.47
00247	County of Ventura							
I-325297	Encroachment Permit PE21-0960	R	12/08/2021	370.00		045082		
I-325564	Encroachment Permit PE21-0634-	R	12/08/2021	170.00		045082		
I-325648	Encroachment Permit PE18-0322-	R	12/08/2021	170.00		045082		
I-326042	Encroachment Permit PE21-0164-	R	12/08/2021	170.00		045082		
I-326153	Encroachment Permit PE21-1042	R	12/08/2021	370.00		045082		
I-326292	Encroachment Permit PE21-1043	R	12/08/2021	785.00		045082		
I-326293	Encroachment Permit PE21-1043	R	12/08/2021	170.00		045082		
I-326325	Encroachment Permit PE21-0696-	R	12/08/2021	170.00		045082		2,375.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01283	Verizon Wireless							
I-9894270834	Monthly Cell Charges - DO	R	12/08/2021	3,381.63		045083		
I-9894271278	Monthly Cell Charges - LCRA	R	12/08/2021	427.54		045083		3,809.17
05533	Water Systems Optimization Inc							
I-2105	Water Loss Level 1 Validation	R	12/08/2021	4,000.00		045084		4,000.00
00663	WAXIE SANITARY SUPPLY							
I-80495213	Janitorial Supplies - DO	R	12/08/2021	189.45		045085		189.45
05921	Justine Williams							
I-1039306	Camping Cancellation - LCRA	R	12/08/2021	102.00		045086		102.00
00274	JAMES WORD							
I-120621	Refund for FICA 2018 & 2019	R	12/08/2021	472.86		045087		472.86
05803	All Purpose Crane Training							
I-14292	NCCCO Practical Test - PL	R	12/08/2021	495.00		045088		495.00
00258	VENTURA STEEL, INC							
I-262043	HR Plates, Sheet & SS Angle	R	12/08/2021	539.47		045089		539.47
05912	Aleshire & Wynder LLP							
I-65227	Mettler #0001	R	12/15/2021	2,094.50		045090		2,094.50
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-1015111	Bell End - ENG	R	12/15/2021	96.82		045091		96.82
03044	Amazon Capital Services							
C-119C-HPFG-VQ66	Protection Plan Retun - EM	R	12/15/2021	12.99CR		045092		
C-1G99-LK7W-QYPG	Trendnet Hardened Ind. Return	R	12/15/2021	86.55CR		045092		
I-17HN-LQK9-YXHM	Air Fresheners - EM	R	12/15/2021	82.57		045092		
I-17QG-NN1Y-N6T4	Paint Brushes - MAINT	R	12/15/2021	60.45		045092		
I-1C3P-MFYX-9NYM	Urinal Cartridge - DO	R	12/15/2021	288.51		045092		
I-1GJT-FLD7-1K76	Computer Adapters - EM	R	12/15/2021	11.79		045092		
I-1J3K-MVXW-QTG7	Adapters & Lights - FISH	R	12/15/2021	122.52		045092		
I-1JTP-FC6L-DT41	Work Gloves - MAINT	R	12/15/2021	35.47		045092		
I-1KNG-JHMD-MNHF	Power Supply - EM	R	12/15/2021	165.08		045092		
I-1M4H-4KJG-VK3M	Magnetic Sweeper - MAINT	R	12/15/2021	91.15		045092		
I-1M7W-9LT4-N7CM	Outlet Cover - WP	R	12/15/2021	91.20		045092		
I-1M9Q-RJNV-MLJK	Batteries - LAB	R	12/15/2021	29.84		045092		
I-1MK4-41P9-34JJ	Spray Paint - MAINT	R	12/15/2021	76.88		045092		
I-1N6D-DRGM-H1YG	Spray Paint - PL	R	12/15/2021	128.20		045092		
I-1NWH-T3TD-FR34	Planner - PL	R	12/15/2021	22.29		045092		
I-1TWQ-FFDH-1J1C	File Folders - LCRA	R	12/15/2021	13.78		045092		1,120.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00755	AMERICAN PUBLIC WORKS ASSOC. 2022 Annual Membership 875633	R	12/15/2021	760.00		045094		760.00
00022	AMERICAN WATER WORKS ASSOC. 2022 Membership 00035537	R	12/15/2021	473.00		045095		473.00
00014	AQUA-FLO SUPPLY Credit Return - UT	R	12/15/2021	14.75CR		045096		
	I-SI1841973 Pipe Repair Clamp - UT	R	12/15/2021	100.41		045096		
	I-SI1844994 PVC Plugs - MAINT	R	12/15/2021	5.67		045096		
	I-SI1848231 4' Solvent Weld - TP	R	12/15/2021	4.18		045096		
	I-SI1848235 Solvent Weld - TP	R	12/15/2021	10.13		045096		105.64
01703	ARNOLD LAROCHELLE MATTHEWS Metter #5088-001	R	12/15/2021	5,328.00		045097		5,328.00
00434	ASSOCIATION OF CALIFORNIA 2022 Annual Agency Dues	R	12/15/2021	24,245.00		045098		24,245.00
01666	AT & T Local, Regional, Long Distance	R	12/15/2021	2,191.77		045099		2,191.77
00018	AT & T MOBILITY Acct#287290467941	R	12/15/2021	245.12		045100		245.12
03429	AT&T Acct#80030939773	R	12/15/2021	12.70		045101		12.70
00021	AWA OF VENTURA COUNTY 2022 Annual Membership	R	12/15/2021	6,000.00		045102		6,000.00
00030	B&R TOOL AND SUPPLY CO Pipe Wrench - TP	R	12/15/2021	72.52		045103		
	I-1900967220 Tamper Bar - UT	R	12/15/2021	35.60		045103		
	I-1900967221 Fire Hydrant Locking Collar-UT	R	12/15/2021	1,227.27		045103		1,335.39
05925	Teresa Bell Camping Cancellation - LCRA	R	12/15/2021	126.00		045104		126.00
05924	Hazel Brennan Water Meter Relocation 110 Cuy	R	12/15/2021	9,785.00		045105		9,785.00
02983	Cal-Western Weed Control, Inc. Dam Spraying - MAINT	R	12/15/2021	8,250.00		045106		8,250.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00067 I-100121	CALIFORNIA SPECIAL DISTRICTS A 2022 Membership Dues 1756	R	12/15/2021	8,195.00		045107		8,195.00
03702 I-78642	Cannon Corporation Lion St and Fairview Design-EN	R	12/15/2021	6,391.00		045108		6,391.00
05926 I-1032266	Sandy Chase Camping Cancellation - LCRA	R	12/15/2021	126.00		045109		126.00
00058 I-53060	COAST TO COAST Poly Tarp - MAINT	R	12/15/2021	52.52		045110		52.52
00062 I-9009-1014550	CONSOLIDATED ELECTRICAL Slot Rack - TP	R	12/15/2021	778.89		045111		778.89
02771 I-C2021461	Core-Rosion Products Mixer Motor - TP	R	12/15/2021	998.70		045112		998.70
00719 I-82111180	CORELOGIC INFORMATION SOLUTION Realquest Subscriptions	R	12/15/2021	137.50		045113		137.50
05927 I-1032167	Lori Corradi Camping Cancellation - LCRA	R	12/15/2021	630.00		045114		630.00
05928 I-1032293	Kevin Cox Camping Cancellation - LCRA	R	12/15/2021	126.00		045115		126.00
00740 I-10539339140	DELL MARKETING L.P. Dell Optiplex Computers - UT	R	12/15/2021	3,824.47		045116		3,824.47
00081 I-19701	DELTA LIQUID ENERGY Propane - TP	R	12/15/2021	494.89		045117		494.89
02544 I-551274	Department of Justice Fingerprinting - LCRA/WP	R	12/15/2021	64.00		045118		64.00
05909 I-28519793 I-FBN4351726	Enterprise Car Rental - FISH Vehicle Maintenance	R R	12/15/2021 12/15/2021	245.51 4,479.73		045119 045119		4,725.24
00091 I-US01U000837702	ERNST & YOUNG LLP Client#0012205436	R	12/15/2021	662.00		045120		662.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00095	FAMCON PIPE & SUPPLY I-S100058305.001 Meter Boxes & Lids - PL	R	12/15/2021	8,880.30		045121		8,880.30
00093	FEDERAL EXPRESS I-7-586-22157 Shipping - EM I-7-593-69941 Shipping - LAB	R R	12/15/2021 12/15/2021	4.54 20.67		045122 045122		25.21
00013	FERGUSON ENTERPRISES INC I-0811276 Waterfree URN - LCRA	R	12/15/2021	321.74		045123		321.74
00099	FGL ENVIRONMENTAL I-115964A Lake Nutrient Monitoring 11/03 I-116785A Nitrate Monitoring 11/23/21 I-116997A Nitrate Monitoring 11/30/21	R R R	12/15/2021 12/15/2021 12/15/2021	3,439.00 47.00 47.00		045124 045124 045124		3,533.00
00104	FRED'S TIRE MAN I-136582 Flat Repair - Unit 41	R	12/15/2021	20.00		045125		20.00
00106	FRONTIER PAINT I-F0278187 Paint - PL	R	12/15/2021	112.29		045126		112.29
05846	Jesus Garcia I-120921 Reimburse Expenses 12/21	R	12/15/2021	595.00		045127		595.00
03886	Ramiro Garcia I-121321 Reimburse Expenses 12/21	R	12/15/2021	100.00		045128		100.00
02755	Vincent Godinez I-121421 Refund for FICA 2018 & 2019	R	12/15/2021	88.07		045129		88.07
01041	Deborah Gomez I-121421 Refund for FICA 2018 & 2019	R	12/15/2021	426.05		045130		426.05
00115	GRAINGER, INC I-9137639507 Gloves - LCRA I-9146943346 Ear Plugs - TP	R R	12/15/2021 12/15/2021	11.88 29.67		045131 045131		41.55
02217	Greg Rents I-32874 Concrete - PL	R	12/15/2021	718.68		045132		718.68
00356	Ken Grinnell I-121421 Refund for FICA 2018 & 2019	R	12/15/2021	48.21		045133		48.21

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00121	HACH COMPANY							
I-12772485	CLF10 sc ss Tip Probe - TP	R	12/15/2021	1,957.31		045134		
I-12772516	PO4 Reagent - TP	R	12/15/2021	166.10		045134		2,123.41
04022	Hammer, Jewell & Associates							
I-201324	Ventura-SB Row Srvs - ENG	R	12/15/2021	2,048.03		045135		
I-201325	Ojai Ave PL ROW Srvs - ENG	R	12/15/2021	1,370.25		045135		3,418.28
05746	Hasa Inc.							
I-791650	Sodium Hypochlorite - TP	R	12/15/2021	2,600.85		045136		2,600.85
01186	GERARDO M HERRERA							
I-121421	Refund for FICA 2018 & 2019	R	12/15/2021	192.14		045137		192.14
05849	Hill Brothers Chemical Co							
I-07115566	Liquid Ammonia Sulfate - TP	R	12/15/2021	1,129.79		045138		1,129.79
00596	HOME DEPOT							
I-905905	Cement Concrete Mix - PL	R	12/15/2021	523.17		045139		523.17
00894	HOSE-MAN, INC.							
I-5291689-0001-05	Adjustable Comb Wrench - UT	R	12/15/2021	65.16		045140		65.16
00126	CAROLE ILES							
I-121421	Refund for FICA 2018 & 2019	R	12/15/2021	51.55		045141		51.55
00131	JCI JONES CHEMICALS, INC							
I-874543	Chlorine - TP, CM 874551	R	12/15/2021	3,182.55		045142		3,182.55
03460	Joe Martinez III							
I-121421	Refund for FICA 2018 & 2019	R	12/15/2021	37.83		045143		37.83
00667	Kennedy/Jenks Consultants, Inc							
I-151295	On-Call Wellfield Tech - ENG	R	12/15/2021	8,152.50		045144		8,152.50
00151	MEINERS OAKS ACE HARDWARE							
C-989971	Sealer Concrete Return- MAINT	R	12/15/2021	21.93CR		045145		
I-986613	Batteries - PL	R	12/15/2021	46.81		045145		
I-987313	Tape & Nylon Twine - FISH	R	12/15/2021	11.79		045145		
I-989217	Spec Mix - PL	R	12/15/2021	63.17		045145		
I-989640	Sealer Concrete - MAINT	R	12/15/2021	54.59		045145		
I-989707	Paint Roller & Grid - MAINT	R	12/15/2021	40.89		045145		
I-989709	Paint - MAINT	R	12/15/2021	357.51		045145		
I-989925	Acrylic Concrete - MAINT	R	12/15/2021	26.32		045145		
I-989942	Spec Mix & Masonry Trowel- PL	R	12/15/2021	86.16		045145		
I-990014	Metal Trippers - MAINT	R	12/15/2021	3.51		045145		
I-990063	Paint Scrapers & Screws - FISH	R	12/15/2021	28.06		045145		
I-990113	Cable & Paint - LCRA	R	12/15/2021	100.58		045145		

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-990123	Trash Can - UT	R	12/15/2021	64.34		045145		
I-990144	Ameri-Vent & Ameri-Cap - LCRA	R	12/15/2021	19.62		045145		
I-990170	Mortar & Paint - LCRA	R	12/15/2021	89.32		045145		
I-990191	Pump - PL	R	12/15/2021	235.74		045145		
I-990246	Outlets & Paint - LCRA	R	12/15/2021	63.25		045145		
I-990304	Gromulch - LCRA	R	12/15/2021	8.57		045145		
I-990310	Bolts & Screws - FISH	R	12/15/2021	9.44		045145		
I-990324	Pipe Insulation - TP	R	12/15/2021	12.24		045145		
I-990346	Bolts & Screws & Prime - FISH	R	12/15/2021	26.25		045145		
I-990375	Mending Brace & Screws - FISH	R	12/15/2021	21.91		045145		
I-990382	Sealant Concrete - MAINT	R	12/15/2021	32.75		045145		
I-990396	Paint & Bucket - LCRA	R	12/15/2021	50.11		045145		
I-990407	Fittings & Screws - WP	R	12/15/2021	57.54		045145		
I-990447	Conduit, Bolts & Screws - FISH	R	12/15/2021	26.10		045145		
I-990484	Tube Strab, Bolts & Screws - F	R	12/15/2021	1.27		045145		
I-990490	Saw Blade & Cement - LCRA	R	12/15/2021	39.84		045145		
I-990578	Wire Rope - LCRA	R	12/15/2021	9.33		045145		
I-990786	Gloves - FISH	R	12/15/2021	37.81		045145		1,602.89
03444	Mission Linen Supply							
I-516099267	Uniform Pants - PL	R	12/15/2021	34.87		045148		
I-516099268	Uniform Pants - MAINT	R	12/15/2021	27.64		045148		
I-516099272	Uniform Pants - TP	R	12/15/2021	40.39		045148		102.90
03701	MNS Engineers, Inc.							
I-78961	Wellfield Pipe Replacement-ENG	R	12/15/2021	310.00		045149		310.00
01549	NALMS							
I-04678	NALMS Membership - LAB	R	12/15/2021	140.00		045150		140.00
01570	Ojai Auto Supply							
I-533149	Air Freshener - GARAGE	R	12/15/2021	6.61		045151		
I-533379	Gloss - Unit 42	R	12/15/2021	37.87		045151		44.48
00912	OJAI BUSINESS CENTER, INC							
I-16469	Shipping - PL	R	12/15/2021	22.18		045152		22.18
00168	OJAI VALLEY NEWS							
I-300042544	AD 12/10/21 - LCRA	R	12/15/2021	250.00		045153		250.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-23647	Cust #20594	R	12/15/2021	299.60		045154		299.60

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00169	OJAI VALLEY SANITARY DISTRICT Cust #52921	R	12/15/2021	59.92		045155		59.92
00194	City of Ojai Permit - 110 Cuyama Rd - ENG	R	12/15/2021	174.00		045156		174.00
02187	Pitney Bowes Inc Quarterly Postage Maint - ADM	R	12/15/2021	112.61		045157		112.61
02637	David Pope Refund for FICA 2018 & 2019	R	12/15/2021	347.15		045158		347.15
01439	PRECISION POWER EQUIPMENT Fittings - PL	R	12/15/2021	30.13		045159		30.13
02767	Pueblo Water Resources, Inc. On-Call Hydro Service - ENG	R	12/15/2021	1,430.00		045160		1,430.00
01636	PUMP SOURCE USA Continental Sledge Pump - TP	R	12/15/2021	4,012.50		045161		4,012.50
03554	J. Harris Industrial Water Tre Water Softner Service - WP	R	12/15/2021	156.28		045162		156.28
00788	QUINN COMPANY Cat Generator Service - EM	R	12/15/2021	2,994.71		045163		
	I-WON10016679 Generator Service Signal - EM	R	12/15/2021	1,792.48		045163		
	I-WON10016681 Generator Service Foothill -EM	R	12/15/2021	1,835.68		045163		
	I-WON10016682 Generator Repair Grand Ave -EM	R	12/15/2021	5,118.06		045163		11,740.93
03979	Edgar Ramos Jr. Refund for FICA 2018 & 2019	R	12/15/2021	28.40		045164		28.40
01107	SAWYER PETROLEUM Gas & Diesel - LCRA	R	12/15/2021	3,985.96		045165		3,985.96
01345	MICHAEL SHIELDS Refund for FICA 2018 & 2019	R	12/15/2021	53.50		045166		53.50
00608	SMITH PIPE & SUPPLY INC. Roundup Max - LCRA	R	12/15/2021	2,994.10		045167		2,994.10
01392	SOUTHWEST VALVE & EQUIPMENT Valve Parts & Kit - TP	R	12/15/2021	7,038.91		045168		7,038.91

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03916	Angelo Spandrio							
I-121421	Refund for FICA 2018 & 2019	R	12/15/2021	243.45		045169		243.45
02950	Stantec Consulting Services In							
I-1864503	Casitas Master Plan - ENG	R	12/15/2021	5,140.50		045170		5,140.50
05929	Holly Stone							
I-1032161	Camping Cancellation - LCRA	R	12/15/2021	586.00		045171		586.00
02703	Sunbelt Rentals							
I-120387073-0001	Mini Excavator Rental - PL	R	12/15/2021	2,867.24		045172		2,867.24
02731	Superior AED							
I-91972	AED Pads - EM/TP	R	12/15/2021	506.23		045173		506.23
02643	Take Care by WageWorks							
I-13598023	Reimburse Med/Dep Care	R	12/15/2021	15.00		045174		
I-13606160	Reimburse Med/Dep Care	R	12/15/2021	1,044.93		045174		
I-13620056	Reimburse Med/Dep Care	R	12/15/2021	1,078.42		045174		2,138.35
02840	Techstone Inc.							
I-16597	Texture Blend - LCRA	R	12/15/2021	74.00		045175		74.00
01048	VAUGHAN'S INDUSTRIAL REPAIR CO							
I-028486	Replacement Pump Head - EM	R	12/15/2021	13,270.04		045176		13,270.04
01291	Ventura County Star							
I-121521	12 Month Subscription	R	12/15/2021	831.33		045177		831.33
00254	VENTURA LOCKSMITHS							
I-44371	Duplicate Key - LCRA	R	12/15/2021	350.00		045178		350.00
01412	AARON WALL							
I-121021	Safety Boot Stipend	R	12/15/2021	170.00		045179		170.00
05028	Weck Analytical Environmental							
I-W1L0600-casitasmun	Stage 2 DBP Sampling - LAB	R	12/15/2021	663.00		045180		663.00
00489	STEVE WICKSTRUM							
I-00489	Refund for FICA 2018 & 2019	R	12/15/2021	22.33		045181		22.33
04010	CALIFORNIA STATE DISBURSEMENT							
I-CS5202112131948	200000001181291	R	12/15/2021	386.30		045182		386.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02823	Franchise Tax Board							
I-G08202112131948	STATE TAX GARNISHMENT	R	12/15/2021	163.41		045183		163.41
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202112131948	DEFERRED COMP FLAT	R	12/15/2021	750.00		045184		
I-DI%202112131948	DEFERRED COMP PERCENT	R	12/15/2021	99.37		045184		849.37
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202112131948	457 CATCH UP	R	12/15/2021	480.77		045185		
I-DCN202112131948	DEFERRED COMP FLAT	R	12/15/2021	7,268.57		045185		
I-DN%202112131948	DEFERRED COMP PERCENT	R	12/15/2021	485.37		045185		8,234.71
02587	A&M LAWNMOWER SHOP							
I-51336	Sthil Blowers	R	12/22/2021	460.04		045186		
I-51337	Honda Pump Maint - UT	R	12/22/2021	90.00		045186		550.04
00004	ACWA JOINT POWERS INSURANCE AU							
I-0678203	Health Insurance 01/22	R	12/22/2021	168,983.94		045187		168,983.94
03044	Amazon Capital Services							
C-1MG9-9JG4-KKVK	Battery Backup - EM	R	12/22/2021	173.13CR		045188		
I-119C-HPFG-9DNT	Reusable Notebook - EM	R	12/22/2021	28.30		045188		
I-14R1-NCN6-CTRM	Plastic Key Tags - LCRA	R	12/22/2021	7.50		045188		
I-19K6-4HPD-GDHK	Battery Backup - EM	R	12/22/2021	1,385.04		045188		
I-1GVF-KJLL-79RF	Otterbox Case & Holster - IT	R	12/22/2021	19.59		045188		
I-1MMV-PFHW-X17R	Fitted Cap - WP	R	12/22/2021	44.49		045188		
I-1NWH-T3TD-6GPM	Pnuematic Wheel - LCRA	R	12/22/2021	20.37		045188		
I-1RTQ-F3LD-TRFR	Platinum Patch - MAINT	R	12/22/2021	137.30		045188		
I-1WYW-9M7L-V7R1	Concrete Filler & Patch -MAINT	R	12/22/2021	182.78		045188		
I-1XNH-CJ9V-TWVY	Gigabit PoE Injector - EM	R	12/22/2021	238.63		045188		
I-1Y6Q-3JX7-XTF7	Pool Trowel - LCRA	R	12/22/2021	45.14		045188		1,936.01
00014	AQUA-FLO SUPPLY							
I-SI1850198	Surge Valve Lines - EM	R	12/22/2021	59.38		045189		59.38
00018	AT & T MOBILITY							
I-287294256431	Acct# 287294256431	R	12/22/2021	1,087.03		045190		
I-287299383384X1221	Acct#287299383384	R	12/22/2021	77.76		045190		1,164.79
03429	AT&T							
I-8324986609	Acct#8310009376372	R	12/22/2021	1,302.40		045191		1,302.40
03429	AT&T							
I-8343737603	Acct#8310009376326	R	12/22/2021	1,302.40		045192		1,302.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00030	B&R TOOL AND SUPPLY CO							
I-1900967404	DEAD BLOW HAMMER - UNIT#8	R	12/22/2021	55.98		045193		55.98
02818	Bay City Fab							
I-10760	Ethernet J-Box - EM	R	12/22/2021	64.65		045194		64.65
05823	Brenda M Guzman							
I-21018	Native Americ.Monitor - ENG	R	12/22/2021	1,296.25		045195		1,296.25
05756	Cel Analytical Inc							
I-211202-1937	Giardia/Crypto Quarterly - LAB	R	12/22/2021	385.00		045196		385.00
00076	DEKREEK TECHNICAL SERVICES							
I-7112-2	OWS/CMWD PLC/SCADA-EM	R	12/22/2021	16,704.00		045197		16,704.00
00095	FAMCON PIPE & SUPPLY							
I-S100066608.001	Catch Basin/Grate - MAINT	R	12/22/2021	643.50		045198		
I-S100068775.001	Supplies for Utilities - UT	R	12/22/2021	277.78		045198		921.28
00115	GRAINGER, INC							
I-9152213196	Pipe Plug - TP	R	12/22/2021	396.87		045199		396.87
05831	Kelly Hofmeister							
I-122021	Abandonment Meter - ENG	R	12/22/2021	1,715.00		045200		1,715.00
00596	HOME DEPOT							
I-1022431	Primer Paint - MAINT	R	12/22/2021	287.10		045201		287.10
00667	Kennedy/Jenks Consultants, Inc							
I-151644	Grant Support FY21-22 - ENG	R	12/22/2021	1,520.00		045202		
I-151686	USBR Grant Ap - ENG	R	12/22/2021	1,075.00		045202		2,595.00
00151	MEINERS OAKS ACE HARDWARE							
C-991034	Bronze 7 inch Segmented - LCRA	R	12/22/2021	12.73CR		045204		
I-990347	Tower Light - MAINT	R	12/22/2021	211.26		045204		
I-990436	Nitrile Gloves - EM	R	12/22/2021	54.97		045204		
I-990867	LED Bug Light - LCRA	R	12/22/2021	76.71		045204		
I-990906	Paint Roller Frame - MAINT	R	12/22/2021	11.69		045204		
I-990943	Extension Cord - MAINT	R	12/22/2021	60.95		045204		
I-991018	Earmuffs - LCRA	R	12/22/2021	46.83		045204		
I-991037	Grade Stake - MAINT	R	12/22/2021	84.49		045204		
I-991082	Gloves - IT	R	12/22/2021	33.91		045204		
I-991188	Bolts & Screws - EM	R	12/22/2021	8.74		045204		
I-991201	Roof Cement - MAINT	R	12/22/2021	47.58		045204		
I-991256	Eyebolts - LCRA	R	12/22/2021	68.04		045204		
I-991257	16ga Re-Bar - LCRA	R	12/22/2021	6.42		045204		
I-991469	Tie Down - EM	R	12/22/2021	31.08		045204		729.94

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05893	Meiners Oaks Nursery							
I-1576	15 Gal Sycamore Trees - LCRA	R	12/22/2021	765.70		045206		765.70
05918	National Gear Repair, Inc.							
I-10734	Spillway Gate Repair - PL	R	12/22/2021	12,370.50		045207		12,370.50
00163	OFFICE DEPOT							
I-215843155001	Office Supplies - EM	R	12/22/2021	102.12		045208		
I-215853924001	Office Supplies - EM	R	12/22/2021	77.14		045208		
I-2540887160	Desk Speakers - TP	R	12/22/2021	104.85		045208		284.11
01570	Ojai Auto Supply							
I-534339	Engine Cleaner - LCRA	R	12/22/2021	42.17		045209		42.17
00194	City of Ojai							
I-3566	Meter Relocation - ENG	R	12/22/2021	174.00		045210		174.00
00194	City of Ojai							
I-3567	Meter Relocation - ENG	R	12/22/2021	75.00		045211		75.00
00823	POLYDYNE, INC.							
I-1600583	Clarifloc - TP	R	12/22/2021	18,915.00		045212		18,915.00
05713	Pops Auto Repair							
I-0157	Rear Suspension Kit - UNIT#74	R	12/22/2021	1,866.00		045213		
I-0159	Preventative Maint - UNIT#34	R	12/22/2021	200.00		045213		2,066.00
00627	PORT SUPPLY							
I-7373	Rain Gear for Utilites - UT	R	12/22/2021	292.30		045214		292.30
00788	QUINN COMPANY							
I-W0010073806	Repair CAT 420 - PL	R	12/22/2021	493.97		045215		493.97
03299	Sally Simpson							
I-121721	Water Meter Relocation - ENG	R	12/22/2021	18,704.19		045216		18,704.19
02703	Sunbelt Rentals							
I-105170290-0020	Emergency Generator - EM	R	12/22/2021	2,767.36		045217		2,767.36
02643	Take Care by WageWorks							
I-13621046	Reimburse Med/Dep Care	R	12/22/2021	275.80		045218		
I-13643087	Reimburse Med/Dep Care	R	12/22/2021	23.22		045218		299.02

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09955	VENTURA WHOLESALE ELECTRIC							
I-288090	Stainless Steel Connector -EM	R	12/22/2021	38.60		045219		38.60
02583	WageWorks							
I-INV3248461	FSA Monthly Admin Fee	R	12/22/2021	175.00		045220		175.00
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10015374034	Quick Latch Half Mask - WP	R	12/22/2021	20.48		045221		20.48
05932	Ghitterman Ghitterman & Feld F							
I-102621	1102WC180000001 10/16-10/29/21	R	12/27/2021	580.00		045222		
I-112421	1102WC180000001 11/13-11/26/21	R	12/27/2021	580.00		045222		
I-120821	1102WC180000001 11/27-12/10/21	R	12/27/2021	580.00		045222		
I-122021	1102WC180000001 12/11-12/24/21	R	12/27/2021	580.00		045222		2,320.00
03044	Amazon Capital Services							
I-13QQ-XDK9-4R69	UPS Battery Backup - EM	R	12/29/2021	176.95		045223		176.95
01666	AT & T							
I-000017529996	Acct#9391062398	R	12/29/2021	62.66		045224		62.66
01666	AT & T							
I-000017531630	Acct#9391064013	R	12/29/2021	53.46		045225		53.46
04254	Automation Services, LLC							
I-21-110	Cameras for Lower Yard - PL	R	12/29/2021	8,178.47		045226		8,178.47
00030	B&R TOOL AND SUPPLY CO							
I-1900967671	Chevron GST Oil - PL	R	12/29/2021	340.49		045227		340.49
04111	Roadpost, Inc.							
I-BU01404212	Sat Phone Service - TP	R	12/29/2021	54.54		045228		54.54
05933	Christopher & Henrietta Bremne							
I-122221	Meter Relocation 608 El Paseo	R	12/29/2021	15,487.50		045229		15,487.50
02836	Gonzalo Carbajal-Ramirez							
I-122821	Refund for FICA 2018 & 2019	R	12/29/2021	529.67		045230		529.67
03021	Central Communications							
I-000023-363-671	Call Center 11/21	R	12/29/2021	98.38		045231		98.38
05774	CliftonLarsonAllen LLP							
I-3109176	Audit Service for FY 20/21	R	12/29/2021	1,130.00		045232		1,130.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01843 I-989560	COASTAL COPY Copier Usage - WH	R	12/29/2021	156.85		045233		156.85
01203 I-122821	DENISE COLLIN Refund for FICA 2018 & 2019	R	12/29/2021	17.36		045234		17.36
00086 I-4666	E.J. Harrison & Sons Inc Acct#1C00054240	R	12/29/2021	424.98		045235		424.98
00101 I-7327781	FISHER SCIENTIFIC Lab Materials - LAB	R	12/29/2021	37.07		045236		37.07
01482 I-122821	MICHAEL GIBSON Refund for FICA 2018 & 2019	R	12/29/2021	198.32		045237		198.32
00115 I-9155121396	GRAINGER, INC Vertical Lifeline - SAFE	R	12/29/2021	169.35		045238		169.35
01052 I-970921	HARBOR FREIGHT TOOLS USA, INC Tarps and Rope - MAINT	R	12/29/2021	260.63		045239		260.63
05930 I-121521	Evan Helm Reimburse Expenses 12/21	R	12/29/2021	166.19		045240		166.19
05831 I-122721	Kelly Hofmeister Abandonment Meter - ENG	R	12/29/2021	1,340.00		045241		1,340.00
02946 I-122821	Navilth Magallanes Refund for FICA 2018 & 2019	R	12/29/2021	139.48		045242		139.48
00194 I-3507	City of Ojai Permit - 608 El Paseo Rd - ENG	R	12/29/2021	75.00		045243		75.00
00194 I-3569	City of Ojai Permit - 608 El Paseo Rd - ENG	R	12/29/2021	174.00		045244		174.00
05713 I-0158	Pops Auto Repair Vanair Service Kit - Unit 84	R	12/29/2021	2,309.38		045245		2,309.38
10042 I-10645 I-10648	PSR ENVIRONMENTAL SERVICE, INC Replace Coaxial Fuel Hose-LCRA Install of FluidSecure - PL/GA	R R	12/29/2021 12/29/2021	687.13 6,000.00		045246 045246		6,687.13

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002216	Purchase Power							
I-122021	Refill Postage Meter	R	12/29/2021	2,525.00		045247		2,525.00
003970	William Reeder							
I-122821	Refund for FICA 2018 & 2019	R	12/29/2021	55.49		045248		55.49
00306	Rincon Consultants, Inc.							
I-35810	West Ojai Meter Relocation-ENG	R	12/29/2021	3,081.87		045249		
I-35863	Robles Forebay Env Consult-ENG	R	12/29/2021	4,213.00		045249		7,294.87
01107	SAWYER PETROLEUM							
I-S140899	Robles Gear Box Oil - EM	R	12/29/2021	272.98		045250		272.98
003495	SiteDocs Safety Corp.							
I-SD-CB-5984	SiteDocs Subscription - SAFE	R	12/29/2021	3,780.00		045251		3,780.00
00215	SOUTHERN CALIFORNIA EDISON							
I-122121a	Acct#700625798978	R	12/29/2021	320.19		045252		
I-122121b	Acct#700533992421	R	12/29/2021	21,403.99		045252		
I-122721a	Acct#700356078152	R	12/29/2021	153.59		045252		
I-122721b	Acct#700237081885	R	12/29/2021	571.83		045252		22,449.60
00216	Southern California Gas Co.							
I-122921a	Acct#00801443003	R	12/29/2021	927.10		045253		
I-122921b	Acct#18231433006	R	12/29/2021	337.50		045253		1,264.60
02643	Take Care by WageWorks							
I-13633546	Reimburse Med/Dep Care	R	12/29/2021	185.78		045254		
I-13651867	Reimburse Med/Dep Care	R	12/29/2021	25.00		045254		
I-13683915	Reimburse Med/Dep Care	R	12/29/2021	153.23		045254		
I-13692028	Reimburse Med/Dep Care	R	12/29/2021	371.09		045254		735.10
00248	COUNTY OF VENTURA							
I-IN0220578	HMBP Fees 11311 Santa Ana Rd	R	12/29/2021	3,159.80		045255		3,159.80
01396	VULCAN CONSTRUCTION MATERIALS							
I-73146090	Cold Mix - PL	R	12/29/2021	533.89		045256		533.89
00270	Wells Fargo Bank							
I-121021a	Credit Card Statement 12/10/21	R	12/29/2021	6,740.20		045257		6,740.20
00270	Wells Fargo Bank							
I-121021b	Credit Card Statement 12/10/21	R	12/29/2021	1,235.00		045258		1,235.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04010	CALIFORNIA STATE DISBURSEMENT							
I-CS5202112271949	200000001181291	R	12/29/2021	386.30		045259		386.30
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202112271949	DEFERRED COMP FLAT	R	12/29/2021	750.00		045260		
I-DI%202112271949	DEFERRED COMP PERCENT	R	12/29/2021	114.27		045260		864.27
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202112271949	457 CATCH UP	R	12/29/2021	480.77		045261		
I-DCN202112271949	DEFERRED COMP FLAT	R	12/29/2021	6,668.53		045261		
I-DN%202112271949	DEFERRED COMP PERCENT	R	12/29/2021	549.36		045261		7,698.66
00010	AIRGAS USA LLC							
I-9120628570	Welding Supplies - PL	R	1/05/2022	1,003.65		045262		1,003.65
03044	Amazon Capital Services							
I-13ML-HH4T-33G6	PVC Cards - WP	R	1/05/2022	42.78		045263		
I-13NP-R3PH-Y4YN	USB Adaper - EM	R	1/05/2022	44.80		045263		
I-14FY-YY7V-VGXC	Pressure Regulator Valve-MAINT	R	1/05/2022	31.10		045263		
I-16FJ-VN39-4X6T	Ceiling Lights - LCRA	R	1/05/2022	30.97		045263		
I-193N-QNQ3-JDHJ	Coffe - DO	R	1/05/2022	102.00		045263		
I-19FM-JM6P-PDDW	Uninterruptable Power Supply	R	1/05/2022	50.28		045263		
I-1M1N-QGNG-C7FY	Brake Knob Set - Unit 68	R	1/05/2022	23.06		045263		
I-1MVD-T6Y7-CJFX	Ethernet Switch - EM	R	1/05/2022	90.30		045263		
I-1MWK-RTYJ-JNRD	Parts for Telemetry - EM	R	1/05/2022	288.05		045263		
I-1PPN-963H-WQG3	Impact Wrenches - LCRA	R	1/05/2022	493.32		045263		
I-1PVF-XHQK-3TDM	Ethernet Switch 4 Port - EM	R	1/05/2022	275.03		045263		
I-1QLJ-D1Y3-GDPQ	Phone Case - EM	R	1/05/2022	25.41		045263		
I-1R1K-M6XD-JL9G	Turn Signal Light & Headlights	R	1/05/2022	85.83		045263		
I-1Y69-PCVM-6X6C	Hammer Drill - LCRA	R	1/05/2022	149.08		045263		
I-1YCX-67P7-Y1GY	Rail Power Supply - EM	R	1/05/2022	52.21		045263		1,784.22
00014	AQUA-FLO SUPPLY							
I-SI1853965	Parts for Highlines - UT	R	1/05/2022	1,772.45		045265		
I-SI1853968	Brass Shut-Off Hose - UT	R	1/05/2022	53.01		045265		
I-SI1853969	4 Way Key - UT	R	1/05/2022	13.02		045265		
I-SI1853974	Brass Nipple & Coupling - UT	R	1/05/2022	38.20		045265		1,876.68
02179	Art Street Interactive							
I-2330	Reservation Sys. Hosting/Maint	R	1/05/2022	549.70		045266		549.70
00030	B&R TOOL AND SUPPLY CO							
I-1900967670	Brass Stencil Set - PL	R	1/05/2022	61.77		045267		
I-1900967842	Pipe Wrench - EM	R	1/05/2022	68.37		045267		130.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2881093.001	Teflon Tape & Pro-Straw - PL	R	1/05/2022	54.43		045268		
I-S2881387.001	Teflon Tape - EM	R	1/05/2022	13.79		045268		68.22
00055	CASITAS BOAT RENTALS							
I-Dec 21	Gas for Boats - LCRA	R	1/05/2022	199.82		045269		199.82
00511	Centers for Family Health							
I-102460	Screening & Physical - ADM/LCR	R	1/05/2022	175.00		045270		175.00
00058	COAST TO COAST							
I-53066	Gloves & Key Duplicate - LAB	R	1/05/2022	9.95		045271		
I-53070	Fittings - UT	R	1/05/2022	29.56		045271		39.51
01843	COASTAL COPY							
I-989344	Copier Usage - LCRA	R	1/05/2022	146.84		045272		
I-990841	Copier Usage - DO	R	1/05/2022	221.14		045272		367.98
00061	COMPUWAVE							
I-SB02098406	Vision Dual - IT	R	1/05/2022	214.50		045273		214.50
00062	CONSOLIDATED ELECTRICAL							
I-9009-1013947	Wire for PLC Upgrades - TP	R	1/05/2022	1,131.40		045274		
I-9009-1014611	ADDTL. IO Racks - TP	R	1/05/2022	1,575.93		045274		
I-9009-1014930	Lights - EM	R	1/05/2022	705.12		045274		3,412.45
00079	DANIELS TIRE SERVICE							
I-250116728	Tires - Unit 285	R	1/05/2022	661.48		045275		
I-250116751	Tires - Unit 84	R	1/05/2022	1,441.70		045275		2,103.18
01764	DataProse, LLC							
I-DP2104918	UB Mailing 11/21 & 12/21	R	1/05/2022	7,979.19		045276		7,979.19
02480	David Taussig & Associates, In							
I-2111167	D21-00115 CFD Tax Admin	R	1/05/2022	1,493.50		045277		1,493.50
00081	DELTA LIQUID ENERGY							
I-19844	Propane - LCRA	R	1/05/2022	445.96		045278		
I-19845	Propane - LCRA	R	1/05/2022	311.22		045278		757.18
00771	DLT SOLUTIONS LLC							
I-SI548307	AutoCAD Training - ENG	R	1/05/2022	2,515.00		045279		2,515.00

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03910	DoiT International USA, INC							
I-IN214005712	Google Apps 12/21	R	1/05/2022	1,631.23		045280		1,631.23
00086	E.J. Harrison & Sons Inc							
I-4544	Acct#1C00114748	R	1/05/2022	60.00		045281		60.00
00086	E.J. Harrison & Sons Inc							
I-4647	Acct#1C00053370	R	1/05/2022	271.77		045282		271.77
00086	E.J. Harrison & Sons Inc							
I-4665	Acct#1C00054230	R	1/05/2022	3,997.97		045283		3,997.97
05909	Enterprise							
I-28770377	Car Rental - FISH	R	1/05/2022	539.05		045284		539.05
01288	ENVIRONMENTAL SYSTEMS							
I-94162866	ESRI Licenses 2022 - ENG	R	1/05/2022	10,000.00		045285		10,000.00
00095	FAMCON PIPE & SUPPLY							
C-S100069621.001	Ball Valve Return - PL	R	1/05/2022	1,287.00CR		045286		
I-S100062448.002	8" Pipe - PL	R	1/05/2022	13,942.50		045286		
I-S100068859.001	Ball Valve & Adapter - PL	R	1/05/2022	955.60		045286		
I-S100069283.001	6" Romac Coupling - PL	R	1/05/2022	1,458.60		045286		
I-S100069487.001	Ball Valve & Brass Nipple - PL	R	1/05/2022	1,383.53		045286		
I-S100069597.001	1" & 3/4" Ball Valves - PL	R	1/05/2022	265.98		045286		
I-S100069598.001	2" Corp - EM	R	1/05/2022	278.85		045286		16,998.06
00093	FEDERAL EXPRESS							
I-7-600-98770	Shipping - LAB	R	1/05/2022	14.19		045287		
I-7-616-75763	Shipping - LAB	R	1/05/2022	14.19		045287		28.38
00013	FERGUSON ENTERPRISES INC							
I-0784352	1-1/2X9 VB CP - LCRA	R	1/05/2022	72.82		045288		72.82
00099	FGL ENVIRONMENTAL							
I-117347A	OWS-San Antonio TP - Mn 12/07	R	1/05/2022	15.00		045289		
I-117348A	OWS-San Antonio TP - Mn 12/07/	R	1/05/2022	30.00		045289		
I-117352A	Nitrate Monitoring 12/07/21	R	1/05/2022	65.00		045289		
I-117353A	Plant Effluent DBP 12/07/21	R	1/05/2022	233.00		045289		
I-117354A	Glyphosate Monitoring 12/07/21	R	1/05/2022	175.00		045289		518.00
00104	FRED'S TIRE MAN							
I-136831	Flat Repair - Unit 50	R	1/05/2022	20.00		045290		
I-136983	Flat Repair - Unit 41	R	1/05/2022	20.00		045290		40.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03886	Ramiro Garcia							
I-010322	Reimburse Expenses 01/22	R	1/05/2022	171.00		045291		171.00
02720	Garda CL West, Inc.							
I-10673038	Armored Truck Service	R	1/05/2022	424.40		045292		424.40
04634	GHD Inc							
I-380-0006112	Emergency Generator Design	R	1/05/2022	21,363.50		045293		21,363.50
05932	Ghitterman Ghitterman & Feld F							
I-010522	1102WC180000001 12/25-01/07/22	R	1/05/2022	580.00		045294		580.00
00121	HACH COMPANY							
I-12798359	Chemkey Verification System-TP	R	1/05/2022	60.10		045295		
I-12806212	PH Buffer Solution Kit	R	1/05/2022	170.10		045295		230.20
04730	Hildebrand Consulting, LLC							
I-402	2022 Water Rate Study - ADMIN	R	1/05/2022	6,900.00		045296		6,900.00
00596	HOME DEPOT							
C-1900471	Ext Pole Return - MAINT	R	1/05/2022	54.58CR		045297		
I-1900441	Roller Frame - MAINT	R	1/05/2022	80.67		045297		
I-1901978	Ext Pole - MAINT	R	1/05/2022	53.58		045297		79.67
00894	HOSE-MAN, INC.							
I-5292033-0001-05	Fittings - UT	R	1/05/2022	27.14		045298		27.14
00127	INDUSTRIAL BOLT & SUPPLY							
I-228250-1	Bolts & Washers - EM	R	1/05/2022	301.53		045299		301.53
03506	ISCO Machinery, Inc.							
I-112973-0001	Excavator Rental - PL	R	1/05/2022	3,265.00		045300		3,265.00
05449	Matheson Tri-Gas, Inc.							
I-05449	Liquid Oxygen - TP	R	1/05/2022	9,652.20		045301		9,652.20
00329	MCMaster-CARR SUPPLY CO.							
I-70326627	Clamping Two Piece Collar -ENG	R	1/05/2022	191.38		045302		
I-70423130	Multipurpose Aluminum - EM	R	1/05/2022	70.38		045302		
I-70423512	Fittings - EM	R	1/05/2022	33.80		045302		295.56
04689	MDJ Management							
I-CAS 1012.1	Mutual Well 6 VFD Awning - ENG	R	1/05/2022	9,016.00		045303		
I-CAS 1013.1	San Antonio Well 3 VFD - ENG	R	1/05/2022	9,016.00		045303		
I-CAS 1014.1	SA Well #4 Awning Structure	R	1/05/2022	9,016.00		045303		27,048.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151	MEINERS OAKS ACE HARDWARE							
I-990309	Cover Box & LED Bulbs - LCRA	R	1/05/2022	41.98		045304		
I-990700	Flat Steel Stakes & Screw - PL	R	1/05/2022	50.95		045304		
I-991068	Telepole & Cement Trowel - PL	R	1/05/2022	36.55		045304		
I-991158	Heater - EM	R	1/05/2022	64.34		045304		
I-991435	PVC Pipe & Fittings - LCRA	R	1/05/2022	59.90		045304		
I-991567	Bolts & Screws - MAINT	R	1/05/2022	3.09		045304		
I-991594	Caulk & Fittings - LCRA	R	1/05/2022	33.41		045304		
I-991738	Sandpaper, Bolts & Screws-LCRA	R	1/05/2022	8.58		045304		
I-991952	Fence Wire Tension - LCRA	R	1/05/2022	49.27		045304		
I-991956	Parts for Highlines - UT	R	1/05/2022	326.10		045304		
I-992043	Network Cable - FISH	R	1/05/2022	37.08		045304		
I-992065	Caulk & Adhesive - FISH	R	1/05/2022	20.37		045304		
I-992095	Metal Angle & Bolts - LCRA	R	1/05/2022	98.40		045304		
I-992158	Cable Ties & Tape - FISH	R	1/05/2022	13.27		045304		843.29
03444	Mission Linen Supply							
I-516143989	Uniform Pants - PL	R	1/05/2022	34.87		045306		
I-516143990	Uniform Pants - MAINT	R	1/05/2022	27.64		045306		
I-516143993	Uniform Pants - TP	R	1/05/2022	40.39		045306		
I-516185710	Uniform Pants - PL	R	1/05/2022	34.87		045306		
I-516185711	Uniform Pants - MAINT	R	1/05/2022	27.64		045306		
I-516185715	Uniform Pants - TP	R	1/05/2022	40.39		045306		205.80
01570	Ojai Auto Supply							
I-534156	Antifreeze & PB Penetrant- 150	R	1/05/2022	27.06		045307		
I-534319	Battery - Unit 83	R	1/05/2022	195.10		045307		
I-534754	Lamp - Unit 95	R	1/05/2022	3.58		045307		
I-534944	Slide Terminal - EM	R	1/05/2022	8.86		045307		
I-534973	Antifreeze - Unit 12	R	1/05/2022	29.78		045307		
I-535116	Napa Battery - LCRA	R	1/05/2022	54.47		045307		
I-535171	Fuel Cap & Support - EM	R	1/05/2022	84.21		045307		403.06
00165	OJAI LUMBER CO, INC							
I-2112-664423	Core Galvalume & Hardie Cedarm	R	1/05/2022	579.90		045308		579.90
00188	PETTY CASH							
I-123021	Replenish Safe - LCRA	R	1/05/2022	12.00		045309		12.00
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-10651	Gas Tank Inspection - DO	R	1/05/2022	230.00		045310		
I-10652	Gas Tank Inspection - LCRA	R	1/05/2022	230.00		045310		460.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03554 I-1943415	J. Harris Industrial Water Tre Water Softner Service - WP	R	1/05/2022	138.62		045311		138.62
03979 I-010322	Edgar Ramos Jr. Reimburse Expenses 01/22	R	1/05/2022	171.00		045312		171.00
00306 I-35795 I-35824	Rincon Consultants, Inc. VTA-Carp Intertie Service-ENG Matilija Dam Cons Plan - ENG	R R	1/05/2022 1/05/2022	1,181.25 1,701.25		045313 045313		2,882.50
02756 I-2031673-IN	SC Fuels Gas - DO	R	1/05/2022	4,211.26		045314		4,211.26
05934 C-1204b D-1204a I-1204	Somis Concrete Pumping Accrue Use Tax Accrue Use Tax Concrete - PL	R R R	1/05/2022 1/05/2022 1/05/2022	27.26CR 27.26 376.00		045315 045315 045315		376.00
00215 I-122921	SOUTHERN CALIFORNIA EDISON Acct#700387230310	R	1/05/2022	21.22		045316		21.22
02707 I-615429	State Ready Mix Inc. Slurry - PL	R	1/05/2022	1,221.90		045317		1,221.90
05786 I-8000753908	Stericycle, Inc. Shredding Service - DO	R	1/05/2022	142.80		045318		142.80
02703 I-121233029-0001	Sunbelt Rentals Mini Ex Rental - PL	R	1/05/2022	521.06		045319		521.06
01147 I-4636	SUPERIOR GATE SYSTEMS Work at Robles Canal - MAINT	R	1/05/2022	130.00		045320		130.00
05935 I-1033523	Casey Sutherland Camping Cancellation - LCRA	R	1/05/2022	195.00		045321		195.00
02643 I-13696831 I-13721202	Take Care by WageWorks Reimburse Med/Dep Care Reimburse Med/Dep Care	R R	1/05/2022 1/05/2022	241.20 32.55		045322 045322		273.75
01173 I-0212269-IN	TOICO INDUSTRIES, INC. Bras Lever Gate Valve - LCRA	R	1/05/2022	580.37		045323		580.37

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/02/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01512	TRENCH SHORING COMPANY							
I-RI20158127	Trench Plate Rental - PL	R	1/05/2022	397.60		045324		397.60
01662	TYLER TECHNOLOGIES, INC.							
C-025-333609	Backflow Device Mgmt Refund	R	1/05/2022	3,710.00CR		045325		
I-025-356629	Incode Annual SaaS Fees 21-22	R	1/05/2022	68,287.00		045325		64,577.00
00225	UNDERGROUND SERVICE ALERT							
I-20220006	WebTMS Users - ENG	R	1/05/2022	300.00		045326		
I-dsb20206341	Regulatory Costs - ENG	R	1/05/2022	110.30		045326		410.30
02784	United Rentals							
I-198000186-005	Emergency Generators - EM	R	1/05/2022	7,368.07		045327		
I-198001082-004	Emergency Generators - EM	R	1/05/2022	8,462.02		045327		15,830.09
09955	VENTURA WHOLESALE ELECTRIC							
I-287831	Dottie Red Bushing - EM	R	1/05/2022	51.49		045328		
I-290190	Box MNT Fixt - LCRA	R	1/05/2022	57.43		045328		
I-290358	Fittings - EM	R	1/05/2022	50.56		045328		159.48
05028	Weck Analytical Environmental							
I-W1L2083-casitasmun	Mo Plant Effluent Spec. - LAB	R	1/05/2022	183.60		045329		183.60
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10015373318	Asphalt Blades - PL	R	1/05/2022	766.19		045330		766.19

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	325	2,097,809.25	0.00	2,097,809.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	284,748.57	0.00	284,748.57
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			336	2,382,557.82	0.00	2,382,557.82
BANK: AP	TOTALS:		336	2,382,557.82	0.00	2,382,557.82
REPORT TOTALS:			336	2,382,557.82	0.00	2,382,557.82

Void Check #44627 (\$580.00)
 Void Check #44913 (\$580.00)
 Total \$2,381,397.82

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: 000043-000046

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01703	ARNOLD LAROCHELLE MATTHEWS							
I-11/24/21	Adjudication Litigation 10/21	R	12/15/2021	2,934.00		000043		
I-4304	Adjudication Litigation 09/21	R	12/15/2021	6,362.98		000043		9,296.98
05782	GSI Water Solutions, Inc							
I-00888.001-12	Hydrologic & Hydrogeologic Con	R	12/15/2021	4,554.94		000044		
I-00888.002-2	Technical Consulting Serv. ADJ	R	12/15/2021	11,629.90		000044		16,184.84
00194	City of Ojai							
I-122221	Adjudication -Kear Groundwater	R	12/29/2021	6,160.00		000045		6,160.00
02475	Rutan & Tucker, LLP							
I-915547	Adjudication Litigation 11/21	R	12/29/2021	28,817.20		000046		28,817.20

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	60,459.02	0.00	60,459.02
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:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ADJ TOTALS:	4	60,459.02	0.00	60,459.02
BANK: ADJ TOTALS:	4	60,459.02	0.00	60,459.02
REPORT TOTALS:	4	60,459.02	0.00	60,459.02

Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2021/22
July 1, 2021-June 30, 2022

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/14/2021	Scott Lewis	Fisheries Supplies	\$ 222.44
7/14/2021	Scott Lewis	Car Rental 06/04-06/17	\$ 1,217.44
7/14/2021	Scott Lewis	Hotel 06/06-06/16	\$ 957.00
7/14/2021	Brian Taylor	Hotel 06/20-06/24	\$ 858.94
7/14/2021	Aaron Wall	ARC Lifeguard Instructor Review	\$ 120.00
7/21/2021	Jesus Garcia	Safety Boot Stipend	\$ 170.00
7/21/2021	David Pope	Work T-Shirts	\$ 204.85
7/28/2021	Corban Suggs	Tuition Reimbursement	\$ 319.00
8/11/2021	Gonzalo Carbajal-Ramirez	Safety Boot Stipend	\$ 170.00
8/11/2021	Ramiro Garcia	Safety Boot Stipend	\$ 170.00
8/11/2021	Vincent Godinez	Safety Boot Stipend	\$ 170.00
8/11/2021	Spencer Hair	Safety Boot Stipend	\$ 170.00
8/11/2021	Gerardo M Herrera	Safety Boot Stipend	\$ 170.00
8/11/2021	Eric Lara	Safety Boot Stipend	\$ 170.00
8/11/2021	Mario Mariscal	Safety Boot Stipend	\$ 170.00
8/11/2021	Luis Mejia	Safety Boot Stipend	\$ 170.00
8/11/2021	David Pope	Safety Boot Stipend	\$ 170.00
8/11/2021	Edgar Ramos Jr.	Safety Boot Stipend	\$ 170.00
8/11/2021	Michael Robles	Safety Boot Stipend	\$ 170.00
8/11/2021	Jose Ruiz	Safety Boot Stipend	\$ 170.00
8/11/2021	Brian Taylor	Safety Boot Stipend	\$ 170.00
8/18/2021	Gerardo M Herrera	Class Expenses	\$ 168.00
8/25/2021	Luke Soholt	Property Taxes Damtender's Residence	\$ 386.26
9/22/2021	Michael Gibson	Private Vehicle Mileage	\$ 122.64
9/22/2021	Scott Lewis	Hotel 08/14/21-08/25/21	\$ 1,105.94
9/22/2021	Scott Lewis	Car Rental 08/13/21-08/26/21	\$ 1,533.05
10/6/2021	Lindsay Cao	CWEA Renewal	\$ 192.00
10/6/2021	Joel Cox	Distribution 4 Certification	\$ 235.00
10/6/2021	Joe Martinez III	WWA Symposium - Advance	\$ 1,240.00
10/13/2021	Willis Hand	T5 Renewal of Certification	\$ 105.00
10/13/2021	Ian McMahon	Pressure Hose - Unit 95	\$ 158.41
10/20/2021	Michael Shields	D5 Certification Renewal	\$ 105.00
10/27/2021	Scott Lewis	Hotel 09/25/21-10/02/21	\$ 658.42
11/3/2021	Gerardo M Herrera	Class Registration	\$ 151.00
11/3/2021	Joe Martinez III	WWA Trade Show	\$ 499.00
11/3/2021	Aaron Wall	Flight WWA Trade Show	\$ 217.92
11/3/2021	Aaron Wall	Hotel 10/17/21-10/21/21 WWA Trade Ahow	\$ 1,427.60
11/3/2021	Aaron Wall	Garage Door	\$ 462.25
11/10/2021	Alex Kelso	Water Treatment Plan Operation Class	\$ 166.53
11/17/2021	Greg Romey	Food & Drinks for Crew - Main Leak	\$ 171.62
11/17/2021	Greg Romey	ASSP Membership Renewal	\$ 230.00
12/1/2021	Scott Lewis	Hotel 11/14/21-11/21/21	\$ 626.22
12/8/2021	Alex Kelso	CL17 Analysis of Chlorine Class	\$ 160.00
12/8/2021	Keegan Shirck	Safety Boot Stipend	\$ 170.00
12/8/2021	John Simon	Safety Boot Stipend	\$ 170.00
12/15/2021	Jesus Garcia	Class A License	\$ 595.00
12/15/2021	Ramiro Garcia	Grade 3 Water Treatment Exam	\$ 100.00
12/15/2021	Aaron Wall	Safety Boot Stipend	\$ 170.00
12/29/2021	Evan Helm	Specialized Paint for robes Vaki	\$ 166.19
1/5/2022	Ramiro Garcia	Water & Wastewater Management Class	\$ 171.00
1/5/2022	Edgar Ramos Jr.	Water Treatment Class	\$ 171.00

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

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 01/06/2022 - 01/19/22
Presented to the Board of Directors For Approval January 26, 2022

Check	Payee		Description	Amount
001096	Payables Fund Account	# 9759651478	Accounts Payable Batch 011222	\$ 638,037.33
001097	Payables Fund Account	# 9759651478	Accounts Payable Batch 011922	\$ 621,381.86
				<u>\$ 1,259,419.19</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, 001096-001097 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.

001096 A/P Checks: 045331-045406
 A/P Draft 000254-000259
 Voids:
 045363 - J.W. Enterprises - Continuation of detail of check 045362

001097 A/P Checks: 045407-045466
 A/P Draft 000260
 Voids:
 045437 - Meiners Oaks ACE Hardware - Continuation of detail of check 045436



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 01/08/22
Pay Date 01/13/22
have been duly audited and are
hereby certified as correct.

Signed: 

Janyne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/12/2022			045363		
C-CHECK	VOID CHECK	V	1/19/2022			045437		

* * T O T A L S * *

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

TOTAL ERRORS: 0

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00128	INTERNAL REVENUE SERVICE							
I-T1 202201071951	Federal Withholding	D	1/12/2022	40.54		000254		
I-T3 202201071951	SS Withholding	D	1/12/2022	68.64		000254		
I-T4 202201071951	Medicare Withholding	D	1/12/2022	16.06		000254		125.24
00128	INTERNAL REVENUE SERVICE							
I-T1 202201111954	Federal Withholding	D	1/12/2022	39,615.32		000255		
I-T3 202201111954	SS Withholding	D	1/12/2022	42,409.08		000255		
I-T4 202201111954	Medicare Withholding	D	1/12/2022	9,918.24		000255		91,942.64
00187	CALPERS							
I-PBB202201111954	PERS BUY BACK	D	1/12/2022	130.46		000256		
I-PBP202201111954	PERS BUY BACK	D	1/12/2022	161.96		000256		
I-PEB202201111954	PEPRA EMPLOYEES PORTION	D	1/12/2022	11,609.81		000256		
I-PEM202201111954	PERS EMPLOYEE PORTION MGMT	D	1/12/2022	1,774.91		000256		
I-PER202201111954	PERS EMPLOYEE PORTION	D	1/12/2022	7,037.38		000256		
I-PRB202201111954	PEBRA EMPLOYER PORTION	D	1/12/2022	13,054.55		000256		
I-PRR202201111954	PERS EMPLOYER PORTION	D	1/12/2022	11,649.71		000256		45,418.78
00180	S.E.I.U. - LOCAL 721							
I-COP202201111954	SEIU 721 COPE	D	1/12/2022	22.50		000257		
I-UND202201111954	UNION DUES	D	1/12/2022	839.00		000257		861.50
00049	STATE OF CALIFORNIA							
I-T2 202201111954	STATE WITHHOLDING (CA)	D	1/12/2022	14,941.49		000258		14,941.49
05790	STATE OF OREGON							
I-OST202201111954	OR STATE TRANSIT TAX	D	1/12/2022	5.63		000259		
I-T2 202201111954	STATE WITHHOLDING (OR)	D	1/12/2022	415.12		000259		420.75
00131	JCI JONES CHEMICALS, INC							
I-876862	Chlorine - TP, CM876866	D	1/19/2022	3,182.55		000260		3,182.55
09182	CalPERS							
I-100000016631156	Unfunded Accrued Liab. 12/21	R	1/07/2022	60,562.33		045331		60,562.33
00010	AIRGAS USA LLC							
I-9985489029	Gas Cylinder Rental - PL	R	1/12/2022	367.59		045332		367.59
03044	Amazon Capital Services							
C-1WTQ-KQCW-DH4K	Mean Well Return - EM	R	1/12/2022	50.28CR		045333		
I-1CH4-TTHL-YYXC	LAN Coupler Adapter - EM	R	1/12/2022	70.68		045333		
I-1JJM-46WP-VQLR	Diamond Blade - LCRA	R	1/12/2022	36.47		045333		
I-1L39-69XQ-CG61	Toner - ADM	R	1/12/2022	176.84		045333		
I-1LX1-DPWG-97D1	Headphones - EM	R	1/12/2022	21.42		045333		
I-1QFH-463W-1TK6	Rope - SAFE	R	1/12/2022	97.69		045333		
I-1TQT-7XV3-LYKV	Gloves - EM	R	1/12/2022	50.94		045333		403.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00014	AQUA-FLO SUPPLY							
I-SI1852131	Fittings - WP	R	1/12/2022	106.53		045334		
I-SI1853964	Ball Valve & Brass Nipple - UT	R	1/12/2022	147.13		045334		
I-SI1854466	Brass Nipple - UT	R	1/12/2022	81.37		045334		335.03
00840	AQUA-METRIC SALES COMPANY							
C-SCM00756	Return Meters - UT	R	1/12/2022	24,971.83CR		045335		
I-INV0084545	1" Iperl Water Meter - UT	R	1/12/2022	5,425.31		045335		
I-INV0086123	2" OMNI Meters - UT	R	1/12/2022	24,971.83		045335		5,425.31
01666	AT & T							
I-000017597176	Local, Regional, Long Distance	R	1/12/2022	1,944.62		045336		1,944.62
03429	AT&T							
I-3134425817	Acct#80030939773	R	1/12/2022	12.32		045337		12.32
00030	B&R TOOL AND SUPPLY CO							
I-1900967950	Particulate Respirator P95 - S	R	1/12/2022	2,020.31		045338		
I-1900967988	Tri-Flow Lube - EM	R	1/12/2022	17.54		045338		2,037.85
00860	Big Red Crane Company, Inc.							
I-11513	Rent Crane - EM	R	1/12/2022	525.00		045339		
I-11514	Rent Crane - PL	R	1/12/2022	630.00		045339		1,155.00
00051	BOARD OF EQUALIZATION							
I-011122a	Underground Storage Tank Fee	R	1/12/2022	334.00		045340		334.00
00051	BOARD OF EQUALIZATION							
I-011122b	Underground Storage Tank Fee	R	1/12/2022	420.00		045341		420.00
03941	Bottomline Technologies							
I-362440	1102WC180000001	R	1/12/2022	153.00		045342		153.00
01295	BSN CONSTRUCTION							
I-5533	Asphalt Main Road - LCRA	R	1/12/2022	142,500.00		045343		142,500.00
09182	CalPERS							
I-100000016662923	Unfunded Accrued Liab. 01/22	R	1/12/2022	60,562.33		045344		60,562.33
03702	Cannon Corporation							
I-79018	Lion St and Fairview Design-EN	R	1/12/2022	2,062.32		045345		2,062.32
02787	Lindsay Cao							
I-Jan 22	Reimburse Expenses 01/22	R	1/12/2022	92.00		045346		92.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00707	CHARLES P. CROWLEY CO.							
I-29362	Mini Blend Polymer System - TP	R	1/12/2022	16,109.17		045347		16,109.17
00062	CONSOLIDATED ELECTRICAL							
I-9009-1014921	Supplies for VFD Project - ENG	R	1/12/2022	1,067.47		045348		
I-9009-1015339	4-20 MA Cable - ENG	R	1/12/2022	566.80		045348		1,634.27
00719	CORELOGIC INFORMATION SOLUTION							
I-82112915	Realquest Subscription	R	1/12/2022	137.50		045349		137.50
02765	Demaria Electric Motor Service							
I-22436	Recondition 600 HP GE Motor-EM	R	1/12/2022	38,487.56		045350		38,487.56
00662	Diamond A Equipment							
I-A01223000030	Repair to Unit 277	R	1/12/2022	1,225.36		045351		1,225.36
00086	E.J. Harrison & Sons Inc							
I-1585	Acct#500766090	R	1/12/2022	105.32		045352		105.32
05937	Enterprise FM Trust							
I-FBN4351726	Vehicle Maintenance	R	1/12/2022	4,479.73		045353		4,479.73
01288	ENVIRONMENTAL SYSTEMS							
I-94170621	ESRI-User Lic 2022	R	1/12/2022	5,250.00		045354		5,250.00
00101	FISHER SCIENTIFIC							
I-7616145	Lab Materials - LAB	R	1/12/2022	904.91		045355		904.91
00104	FRED'S TIRE MAN							
I-137128	Tires - Unit 277	R	1/12/2022	180.04		045356		180.04
00115	GRAINGER, INC							
I-9164304017	Light Tube - TP	R	1/12/2022	11.27		045357		
I-9171138002	Flammable Cabinet - PL	R	1/12/2022	1,602.67		045357		
I-9171138010	Mini Cabinet - PL	R	1/12/2022	596.29		045357		2,210.23
05746	Hasa Inc.							
I-793988	Chlorine for Ojai Sys. - TP	R	1/12/2022	982.58		045358		982.58
00596	HOME DEPOT							
I-4351839	Trim Board & T-1-11 Siding	R	1/12/2022	262.58		045359		
I-4351840	Tape Measure - MAINT	R	1/12/2022	57.84		045359		320.42

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00125	I-3098302318							
	IDEXX DISTRIBUTION CORP Lab Material - LAB	R	1/12/2022	291.59		045360		291.59
00127	I-228396-1							
	INDUSTRIAL BOLT & SUPPLY Nut & Bolts - EM	R	1/12/2022	37.18		045361		37.18
09910	I-345381							
	J.W. ENTERPRISES CT Pumping - AVE 1PP	R	1/12/2022	78.75		045362		
	I-345382							
	CT Pumping - VILLANOVA	R	1/12/2022	78.75		045362		
	I-345383							
	CT Pumping - OVPP	R	1/12/2022	78.75		045362		
	I-345384							
	CT Pumping - 4M PP	R	1/12/2022	78.75		045362		
	I-345385							
	CT Pumping - GRAN AVE.	R	1/12/2022	78.75		045362		
	I-345386							
	CT Pumping - 4M RES.	R	1/12/2022	78.75		045362		
	I-345387							
	CT Pumping - SA PLANT	R	1/12/2022	157.50		045362		
	I-345388							
	CT Pumping - UPPER OJAI RES.	R	1/12/2022	78.75		045362		
	I-345389							
	CT Pumping - 3M PUMP	R	1/12/2022	78.75		045362		
	I-345390							
	CT Pumping - SIGNAL RES.	R	1/12/2022	78.75		045362		
	I-345391							
	CT Pumping - FAIRVIEW RES.	R	1/12/2022	78.75		045362		
	I-345392							
	CT Pumping - CASITAS DAM	R	1/12/2022	78.75		045362		
	I-345393							
	CT Pumping - RINCON TANK	R	1/12/2022	78.75		045362		
	I-345394							
	CT Pumping - BATES RES.	R	1/12/2022	78.75		045362		1,181.25
02344	I-43347A							
	Janitek Cleaning Solutions Janitorial Service - DO	R	1/12/2022	2,630.91		045364		2,630.91
01161	I-121621							
	LAKE CASITAS MARINA CAFE Holiday Breakfast - MGMT	R	1/12/2022	1,602.00		045365		1,602.00
01270	I-Dec 21							
	SCOTT LEWIS Reimburse Expenses 12/21	R	1/12/2022	3,936.57		045366		3,936.57
00329	I-70516112							
	MCMMASTER-CARR SUPPLY CO. Drive Binding Barrel - LCRA	R	1/12/2022	113.95		045367		113.95
00151	I-991966							
	MEINERS OAKS ACE HARDWARE Fittings - TP	R	1/12/2022	76.27		045368		
	I-992167							
	Glasses & Gloves - WP	R	1/12/2022	45.53		045368		
	I-992221							
	Ratchet & Wire Wheel - LCRA	R	1/12/2022	78.59		045368		
	I-992425							
	Bar Clamp - MAINT	R	1/12/2022	12.68		045368		
	I-992453							
	Batteries & Containers - LCRA	R	1/12/2022	25.57		045368		
	I-992464							
	Knife & Screws - ENG	R	1/12/2022	12.24		045368		
	I-992578							
	Concrete, Safety Glasses & Pipe	R	1/12/2022	112.84		045368		
	I-992665							
	Paint & Silicone - LCRA	R	1/12/2022	109.59		045368		
	I-992670							
	Paint Scrapers - FISH	R	1/12/2022	7.41		045368		480.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03724	Michael K. Nunley & Associates							
I-10092	Mutual Well#7 Equipment - ENG	R	1/12/2022	5,441.86		045369		
I-10094	El Toro Watermaing Ext - ENG	R	1/12/2022	261.36		045369		5,703.22
03444	Mission Linen Supply							
C-516260723	Uniform Pants	R	1/12/2022	5.61CR		045370		
I-516225489	Uniform Pants - PL	R	1/12/2022	37.25		045370		
I-516225490	Uniform Pants - MAINT	R	1/12/2022	27.84		045370		
I-516225493	Uniform Pants - TP	R	1/12/2022	36.31		045370		95.79
03701	MNS Engineers, Inc.							
I-79212	Santa Ana Bridge Design - ENG	R	1/12/2022	4,006.25		045371		
I-79213	Dredging Robles Forbay - ENG	R	1/12/2022	7,896.25		045371		
I-79383	Dredging Robles Forebay - ENG	R	1/12/2022	1,613.75		045371		
I-79384	LCRA Sewer Prelim Design - ENG	R	1/12/2022	215.00		045371		13,731.25
00160	OILFIELD ELECTRIC CO, INC							
I-2032002	OWS VFD Installation - ENG	R	1/12/2022	5,106.51		045372		5,106.51
01570	Ojai Auto Supply							
I-535207	Bug Wash & Blade - WP	R	1/12/2022	15.38		045373		
I-535476	Battery - Unit 284	R	1/12/2022	108.96		045373		
I-535626	Oil Fil - LCRA	R	1/12/2022	30.16		045373		
I-535650	Spark Plug - Unit 54	R	1/12/2022	54.98		045373		
I-535683	Motor Oil - LCRA	R	1/12/2022	46.59		045373		256.07
01882	OJAI BASIN GROUNDWATER							
I-123121	Quarterly Pumping Fee	R	1/12/2022	18,344.30		045374		18,344.30
00165	OJAI LUMBER CO, INC							
I-2201-668027	Douglas Fir - LCRA	R	1/12/2022	14.19		045375		
I-2201-668066	Cable Tie & Batteries - UT	R	1/12/2022	25.72		045375		39.91
00884	OJAI TERMITE & PEST CONTROL, I							
I-222337	Monthly Rodent Service - MAINT	R	1/12/2022	75.00		045376		
I-222500	Monthly Rodent Service Reeves	R	1/12/2022	73.00		045376		148.00
00168	OJAI VALLEY NEWS							
I-300042668	AD 12/17/21	R	1/12/2022	150.00		045377		
I-300042735	Legal Notice 12/24/21	R	1/12/2022	45.00		045377		195.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-23728	Cust #20594	R	1/12/2022	299.60		045378		299.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00169 I-23805	OJAI VALLEY SANITARY DISTRICT Cust #52921	R	1/12/2022	59.92		045379		59.92
00194 I-3620	City of Ojai Permit 510 E Ojai Ave - ENG	R	1/12/2022	450.00		045380		450.00
01342 I-218291	ONSET COMPUTER CORPORATION InTemp Logger CX402-T230	R	1/12/2022	206.87		045381		206.87
00188 I-011022	PETTY CASH Replenish Petty Cash - DO	R	1/12/2022	277.00		045382		277.00
00686 I-0205738	POLLARD WATER Dechlor Mat & Tablets - LAB	R	1/12/2022	601.14		045383		601.14
05713 I-0161 I-0163	Pops Auto Repair Tint Windows - Unit 12 Playground Barrier Replacement	R R	1/12/2022 1/12/2022	220.00 1,000.00		045384 045384		1,220.00
05759 I-INV0005845	PSI Water Technologies, Inc. Pump Head, Peristaltic - UT	R	1/12/2022	1,166.72		045385		1,166.72
03970 I-010622	William Reeder Reimburse Expenses 01/22	R	1/12/2022	276.53		045386		276.53
02900 I-Dec 21	Greg Romey Reimburse Expenses 12/21	R	1/12/2022	134.10		045387		134.10
01944 I-011222	Luke Soholt Refunds for FICA 2018 & 2019	R	1/12/2022	76.50		045388		76.50
02645 I-912249	SonTek High Flow Fish Flow Meter	R	1/12/2022	11,058.93		045389		11,058.93
00215 I-010522 I-010522a I-010522b I-010522c I-010622	SOUTHERN CALIFORNIA EDISON Acct#700009638309 Acct#700029026585 Acct#700030209177 Acct#700598317666 Acct#700028735181	R R R R R	1/12/2022 1/12/2022 1/12/2022 1/12/2022 1/12/2022	26.80 2,171.86 12,661.84 35.17 7,245.71		045390 045390 045390 045390 045390		22,141.38
09043 I-7590405777	Southern California Edison Outage Request SCE	R	1/12/2022	1,437.79		045391		1,437.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04532	Corban Suggs							
I-Dec 21	Reimburse Expenses 12/21	R	1/12/2022	344.19		045392		344.19
02643	Take Care by WageWorks							
I-13733955	Reimburse Med/Dep Care	R	1/12/2022	10.71		045393		
I-13737756	Reimburse Med/Dep Care	R	1/12/2022	292.21		045393		302.92
02163	Toro Enterprises, Inc.							
I-15184	Grand Ave. PL Replacement -ENG	R	1/12/2022	16,484.23		045394		16,484.23
01662	TYLER TECHNOLOGIES, INC.							
I-025-361532	UB Monthly Online Fee 01/22	R	1/12/2022	128.00		045395		128.00
00225	UNDERGROUND SERVICE ALERT							
I-1220210092	CAS01 New Ticket Charges - ENG	R	1/12/2022	178.30		045396		178.30
00239	VENTURA CHAMBER OF COMMERCE							
I-61495095377	2022 Membership Dues	R	1/12/2022	940.00		045397		940.00
00246	VENTURA COUNTY AIR POLLUTION							
I-1045680	Air Permit Renewal Fee - LCRA	R	1/12/2022	652.00		045398		652.00
09955	VENTURA WHOLESALE ELECTRIC							
I-285044	Dottie Duct Seal - EM	R	1/12/2022	44.92		045399		44.92
01283	Verizon Wireless							
I-9896511272	Monthly Cell Charges - DO	R	1/12/2022	3,473.40		045400		
I-9896511710	Monthly Cell Charges - LCRA	R	1/12/2022	428.54		045400		3,901.94
00433	WIENHOFF DRUG TESTING							
I-101760	Annual Consortium Fee	R	1/12/2022	320.00		045401		320.00
04010	CALIFORNIA STATE DISBURSEMENT							
I-CS5202201111954	200000001181291	R	1/12/2022	386.30		045402		386.30
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202201111954	DEFERRED COMP FLAT	R	1/12/2022	750.00		045403		
I-DI%202201111954	DEFERRED COMP PERCENT	R	1/12/2022	99.52		045403		849.52
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202201111954	457 CATCH UP	R	1/12/2022	480.77		045404		
I-DCN202201111954	DEFERRED COMP FLAT	R	1/12/2022	14,814.84		045404		
I-DN%202201111954	DEFERRED COMP PERCENT	R	1/12/2022	453.75		045404		15,749.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-000202201101952	MYERS EQUIPMENT INC. US REFUND	R 1/12/2022	290.00		045405		290.00
1	I-000202201101953	BAILEY, PAUL/JANET US REFUND	R 1/12/2022	60.00		045406		60.00
00004	I-0679792	ACWA JOINT POWERS INSURANCE AU Health Insurance 02/22	R 1/19/2022	162,434.69		045407		162,434.69
00010	I-9121401698	AIRGAS USA LLC Oxygen & Acetylene - LCRA	R 1/19/2022	641.38		045408		641.38
00012	I-5665-1016271 I-5665-1016304	ALL-PHASE ELECTRIC SUPPLY CO. Electric Supplies - ENG Electric Supplies - ENG	R 1/19/2022 R 1/19/2022	1,475.03 1,718.85		045409 045409		3,193.88
03044	I-11VG-PY3Y-RLVR I-1C7K-KNKT-9JMF I-1CKM-17QV-DTRR I-1GH3-Q4GQ-W7KR I-1GY6-NCCH-XNWT I-1NQL-WGC9-QF6J I-1Q6N-DKTX-1QJ7	Amazon Capital Services Tire Inflator Gauge - LCRA Saw Blades -MAINT HD Pro Webcam - MGMT Charger Adapter - UT Toner - ADM Flat Bill Cap - EM Electric Pencil Sharpener - MA	R 1/19/2022 R 1/19/2022 R 1/19/2022 R 1/19/2022 R 1/19/2022 R 1/19/2022 R 1/19/2022	10.73 51.48 64.34 27.02 674.40 64.32 26.80		045410 045410 045410 045410 045410 045410 045410		919.09
00029	I-3792245	AMERICAN TOWER CORP Tower Rent - Red Mountain	R 1/19/2022	1,035.62		045411		1,035.62
00417	I-7023262049	APPLIED INDUSTRIAL TECHNOLOGY Continental B32 - EM	R 1/19/2022	28.72		045412		28.72
00014	I-SI1857117	AQUA-FLO SUPPLY Hand Pump & Paint - TP	R 1/19/2022	64.97		045413		64.97
01703	I-4694	ARNOLD LAROCHELLE MATTHEWS Metter #5088-001	R 1/19/2022	2,736.00		045414		2,736.00
00018	I-287290467941X0122 I-287294256431X0122 I-287299383384X0122	AT & T MOBILITY Acct#287290467941 Acct#287294256431 Acct#287299383384	R 1/19/2022 R 1/19/2022 R 1/19/2022	244.76 1,082.45 77.76		045415 045415 045415		1,404.97
00030	I-1900968287 I-1900968288	B&R TOOL AND SUPPLY CO Core Guide Plate - EM Combo WR Satin - EM	R 1/19/2022 R 1/19/2022	9.57 88.03		045416 045416		97.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2884789.001	Valve Ball - EM	R	1/19/2022	25.44		045417		25.44
04687	Bear Equipment Inc							
C-69718b	Accrue Use Tax	R	1/19/2022	37.92CR		045418		
D-69718a	Accrue Use Tax	R	1/19/2022	37.92		045418		
I-69718	Metal Sheaves - ENG	R	1/19/2022	523.00		045418		523.00
00756	BOARD OF EQUALIZATION							
I-011922	2021 Sale Tax Return LCRA	R	1/19/2022	265.00		045419		265.00
00756	BOARD OF EQUALIZATION							
I-123021	Use Tax Return 15300115	R	1/19/2022	562.00		045420		562.00
09983	California Water Efficiency Pa							
I-MD-2022-37	CalWEP Membership - PR	R	1/19/2022	2,696.25		045421		2,696.25
03021	Central Communications							
I-000023-694-351	Call Center 12/21	R	1/19/2022	183.40		045422		183.40
00061	COMPUWAVE							
I-SB07045638	Dell Docking Station - IT	R	1/19/2022	320.68		045423		320.68
00062	CONSOLIDATED ELECTRICAL							
I-9009-1015276	Midget TD Fuse - EM	R	1/19/2022	96.25		045424		96.25
00081	DELTA LIQUID ENERGY							
I-098738	Propane - LCRA	R	1/19/2022	355.26		045425		
I-1588104259	Propane - LCRA	R	1/19/2022	97.53		045425		452.79
03517	Department of Industrial Relat							
I-OSIP 69342	Workers Comp Assesments	R	1/19/2022	3,719.52		045426		3,719.52
00086	E.J. Harrison & Sons Inc							
I-1215	Acct#500139629	R	1/19/2022	2,976.96		045427		2,976.96
05937	Enterprise FM Trust							
I-FBN4366087	Vehicle Maintenance	R	1/19/2022	4,239.51		045428		4,239.51
00099	FGL ENVIRONMENTAL							
I-115604C	Nitrate Monitoring 11/02/21	R	1/19/2022	18.00		045429		
I-117893A	Nitrate Monitoring 12/15/21	R	1/19/2022	47.00		045429		
I-117894A	Lab Water Quality 12/15/21	R	1/19/2022	52.00		045429		
I-118226A	Nitrate Monitoring 12/21/21	R	1/19/2022	47.00		045429		164.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00101	FISHER SCIENTIFIC							
I-7744573	Sodium Metabisulfite - LAB	R	1/19/2022	111.00		045430		
I-8029113	Pipet Ster - LAB	R	1/19/2022	114.49		045430		225.49
05932	Ghitterman Ghitterman & Feld F							
I-011922	1102WC180000001 01/08-01/21/22	R	1/19/2022	580.00		045431		580.00
04022	Hamner, Jewell & Associates							
I-201405	Ventura-SB ROW Srvs - ENG	R	1/19/2022	2,377.50		045432		
I-201411	Ojai Ave PL ROW Srvs - ENG	R	1/19/2022	1,548.75		045432		3,926.25
00596	HOME DEPOT							
I-1180566	Shelving for Conexbox - PL	R	1/19/2022	1,188.62		045433		
I-5903777	Gas Hot Water Heater - MAINT	R	1/19/2022	916.61		045433		2,105.23
00894	HOSE-MAN, INC.							
I-5292061-0001-05	Jackhammer & Coupler Plug - PL	R	1/19/2022	141.61		045434		141.61
00667	Kennedy/Jenks Consultants, Inc							
I-152168	On-Call Wellfield Tech - ENG	R	1/19/2022	5,310.00		045435		5,310.00
00151	MEINERS OAKS ACE HARDWARE							
I-991180	Tape Measure, Paint & Respirat	R	1/19/2022	194.63		045436		
I-991390	Spray Paint & Gloves - FISH	R	1/19/2022	46.40		045436		
I-992031	Drill Bits - FISH	R	1/19/2022	28.06		045436		
I-992693	Heater - MAINT	R	1/19/2022	10.71		045436		
I-992783	Bolts & Screws - LCRA	R	1/19/2022	83.56		045436		
I-993016	Animal Traps & Fittings - LCRA	R	1/19/2022	117.89		045436		
I-993018	Screwdrive Bits - LCRA	R	1/19/2022	26.32		045436		
I-993058	Paint & Fittings - LCRA	R	1/19/2022	136.60		045436		
I-993087	Bolts & Screws - ENG	R	1/19/2022	28.57		045436		
I-993092	Construction Adhesive - LCRA	R	1/19/2022	10.52		045436		
I-993132	Gloves - TP	R	1/19/2022	60.04		045436		
I-993237	Rope & Link Chain - FISH	R	1/19/2022	11.01		045436		
I-993270	Bolts & Screw - FISH	R	1/19/2022	44.54		045436		
I-993341	Rake - FISH	R	1/19/2022	11.70		045436		
I-993391	Brush, Bolts & Screws - FISH	R	1/19/2022	6.26		045436		816.81
03724	Michael K. Nunley & Associates							
I-10076	Upper Foothill PL Replacement	R	1/19/2022	1,702.59		045438		
I-10165	Running Ridge Zone Improv -ENG	R	1/19/2022	12,592.50		045438		14,295.09
03444	Mission Linen Supply							
I-516269700	Uniform Pants - PL	R	1/19/2022	37.25		045439		
I-516269701	Uniform Pants - MAINT	R	1/19/2022	27.84		045439		
I-516269705	Uniform Pants - TP	R	1/19/2022	36.31		045439		101.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03701	MNS Engineers, Inc.							
I-79373	LCRA EDA Grant Application	R	1/19/2022	3,378.75		045440		
I-79514	Santa Ana Bridge Design - ENG	R	1/19/2022	215.00		045440		
I-79515	LCRA Sewer Design - ENG	R	1/19/2022	11,410.00		045440		15,003.75
05784	NewEdge Services, LLC							
I-2582	Cloud Hosting GIS CY 2022	R	1/19/2022	30,000.00		045441		30,000.00
01570	Ojai Auto Supply							
I-534044	Front Beam Wiper - FISH	R	1/19/2022	22.72		045442		
I-535761	Blade & Glass Cleaner - GARAGE	R	1/19/2022	62.85		045442		
I-535764	Distributor Cap - Unit 54	R	1/19/2022	57.01		045442		
I-535794	GTX 5W30QT- GARAGE	R	1/19/2022	71.56		045442		214.14
00165	OJAI LUMBER CO, INC							
I-2201-668343	Hammer & Nail Claw Bar - MAINT	R	1/19/2022	70.70		045443		
I-2201-669008	Bolts & Washers - ENG	R	1/19/2022	8.64		045443		79.34
00161	OJAI VALLEY CHAMBER OF							
I-113319	2022 Membership Dues	R	1/19/2022	690.00		045444		690.00
00947	CITY OF OJAI							
I-011822	Encroachment Permits	R	1/19/2022	1,398.00		045445		1,398.00
00383	ON DUTY UNIFORMS & EQUIPMENT							
I-5269	Uniform Shirt - EM	R	1/19/2022	620.58		045446		620.58
05848	Public Risk, Innovation, Solut							
I-22100342	Excess Workers Comp Insurance	R	1/19/2022	12,825.00		045447		12,825.00
05911	Provost & Pritchard Consulting							
I-89180	Confirmation of Wheeling Costs	R	1/19/2022	683.40		045448		683.40
05759	PSI Water Technologies, Inc.							
I-INV0005584	Peristaltic Pump Head - UT	R	1/19/2022	786.17		045449		
I-INV0005857	Electrode ORP - UT	R	1/19/2022	2,659.61		045449		3,445.78
02767	Pueblo Water Resources, Inc.							
I-2021-173	On-Call Hydro Service - ENG	R	1/19/2022	1,210.00		045450		1,210.00
00306	Rincon Consultants, Inc.							
I-35916	Robles Prog. Permits - ENG	R	1/19/2022	3,707.50		045451		
I-36416	Matilija Dam Habitat Cons Plan	R	1/19/2022	3,500.00		045451		7,207.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01107	SAWYER PETROLEUM							
I-S141090	Gas - LCRA	R	1/19/2022	2,548.47		045452		
I-S141091	Diesel - LCRA	R	1/19/2022	2,830.55		045452		5,379.02
01944	Luke Soholt							
I-011822	Reimburse Expenses 01/22	R	1/19/2022	176.89		045453		176.89
00048	STATE OF CALIFORNIA							
I-011922	State Water Plan Payment	R	1/19/2022	257,583.00		045454		257,583.00
00767	STATE WATER RESOURCES CONTROL							
I-LW-1037097	SWRCB Water System Fees	R	1/19/2022	17,602.74		045455		
I-LW-1037107	SWRCB Water System Fees	R	1/19/2022	18,912.77		045455		
I-WD-0196032	NPDES Permit-Aquatic Pesticide	R	1/19/2022	3,146.00		045455		
I-WD-0196276	Robles Diversion Fish Passage	R	1/19/2022	10,951.00		045455		
I-WD-0197417	NPDES CMWD-Primary System	R	1/19/2022	915.00		045455		
I-WD-0198017	Robles Facility Forebay Restor	R	1/19/2022	2,031.00		045455		
I-WD-0199686	Rincon Main Emergency Relocati	R	1/19/2022	277.00		045455		53,835.51
02703	Sunbelt Rentals							
I-105170290-0021	Emergency Generator, Arbolada	R	1/19/2022	2,767.36		045456		2,767.36
02527	Traffic Technologies LLC							
I-39820	Traffic Control Items - PL	R	1/19/2022	479.28		045457		479.28
01662	TYLER TECHNOLOGIES, INC.							
C-025-362391	Remit Plus Credit	R	1/19/2022	2,820.00CR		045458		
I-025-362092	CIS/CRM - GIS Extract	R	1/19/2022	6,000.00		045458		3,180.00
03058	VC Metals Inc							
I-63883	H32 Sheet - FISH	R	1/19/2022	38.66		045459		38.66
00257	VENTURA RIVER WATER DISTRICT							
I-123121	Acct#5-37500A	R	1/19/2022	142.11		045460		142.11
00247	County of Ventura							
I-326591	Encroachment Permit PE21-1059	R	1/19/2022	955.00		045461		
I-327648	Encroachment Permit PE21-1110	R	1/19/2022	370.00		045461		
I-327988	Encroachment Permit PA-0007	R	1/19/2022	1,625.00		045461		
I-328068	Encrachment Permit PE21-0832-1	R	1/19/2022	170.00		045461		3,120.00
00663	WAXIE SANITARY SUPPLY							
I-80583766	Janitorial Supplies - LCRA	R	1/19/2022	341.19		045462		341.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05028	Weck Analytical Environmental I-W2A1128-casitasmun Mo Plant Effluent Spec. - LAB	R	1/19/2022	180.00		045463		180.00
00630	WESCO I-400632 Motor Boot Conection Kits - EM	R	1/19/2022	1,266.71		045464		1,266.71
1	DATO, ANNA M I-000202201181955 Refund AR REFUND	R	1/19/2022	13.00		045465		13.00
1	MURPHY, ROBERT A I-000202201181956 Ref AR REFUND	R	1/19/2022	35.49		045466		35.49

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	134	1,102,526.24	0.00	1,102,526.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	156,892.95	0.00	156,892.95
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			141	1,259,419.19	0.00	1,259,419.19
BANK: AP	TOTALS:		141	1,259,419.19	0.00	1,259,419.19
REPORT TOTALS:			141	1,259,419.19	0.00	1,259,419.19

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: 000047

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05782	GSI Water Solutions, Inc							
I-00888.001-13	Hydrologic & Hydrogeologic Con	R	1/19/2022	25,355.00		000047		
I-00888.002-3	Technical Consulting Serv. ADJ	R	1/19/2022	15,130.00		000047		40,485.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	40,485.00	0.00	40,485.00
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:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: ADJ TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	1	40,485.00	0.00	40,485.00
BANK: ADJ TOTALS:	1	40,485.00	0.00	40,485.00
REPORT TOTALS:	1	40,485.00	0.00	40,485.00

Minutes of the Casitas Municipal Water District
Special Board Meeting Held
December 15, 2021

A special meeting of the Board of Directors was held December 15, 2022. The meeting was held via teleconference.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Bergen, Kaiser, Cole, Hajas and Brennan are present. Also present are GM Flood, AGM Dyer, EA Vieira, and Counsel Mathews.

3. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda.

None

4. CONSENT AGENDA

- 4.a. Resolution proclaiming a local emergency persists, re-ratifying the proclamation of a State of Emergency by Executive Order, and re-authorizing remote teleconference meetings of the legislative bodies of Casitas Municipal Water District for the period December 15, 2021 to January 14, 2022 pursuant to Brown Act provisions. [Resolution Subsequent AB 361.pdf](#)

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

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

5. ACTION ITEMS

- 5.a. Consider the request from Security Paving for a time extension for temporary water service.
[BoardMemo_20211215.pdf](#)
[Security Paving No.1 Temp App.pdf](#)

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

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

- 5.b. Consider the request from Granite Construction for a time extension for temporary water service.
[BoardMemo_20211215.pdf](#)
[Granite Construction Temp app.pdf](#)

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

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

- 5.c. Consider the request from Hotline Construction for a time extension for temporary water service.
[BoardMemo_20211215.pdf](#)
[Hotline Construction Temp App.pdf](#)

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

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

6. INFORMATION ITEMS

- 6.a. Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai) Special Tax and Bond Accountability Report.
[Casitas MWD CFD No. 2013-1 \(Ojai\) SB 165 Report \(2021\) v2 \(1\).pdf](#)
- 6.b. Monthly Engineering Report. [Engineering Report.pdf](#)
[December_2021_8x11.pdf](#)
- 6.c. Monthly Hydrology Report.
[Hydrology November 2021.pdf](#)

The information items were received and filed.

7. GENERAL MANAGER COMMENTS

GM Flood reported that the ad hoc imported water projects committee is meeting next week and plan to look at the concepts behind an exchange water agreement for our participation in the Calleguas Ventura interconnection.

The CADFW commission met this morning on scheduling a hearing for a listing and that did get passed. The hearing will be in February and we will keep track of that to make sure we can be involved with a letter and personally, make an appearance on that.

Rainfall was significant, as much as seven inches. We did have good run off and began diversions at 5:00 a.m. Our diversion information is posted on a daily basis on our website. We diverted over 200 AF yesterday but it dropped off today. We might approach 700 AF for this storm. It looks like there are storms next week but not as powerful.

Director Kaiser asked how the screens held up. Mr. Flood responded very well. The clean out helped with slowing water down and allowing some settling. We were allowed to replace 2 of the 48 screens. We are taking velocity measurements before they will allow us to replace the rest of them. We have been waiting 18 months and this is the first storm where we can take some measurements.

8. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Hajas reported on the public hearing for OBGMA and the anticipation of final plan adoption on January 6th.

Director Kaiser attended the UVRGSA meeting on the 9th and they also anticipate adoption of their plan on January 6th.

Director Bergen attended the UVRGSA mtg.

President Brennan attended the AWA Board meeting.

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

Richard Hajas made the following comments:

Last week marked the end of my first year serving on this Board. Neil's too. When I look back at what has been achieved the most significant accomplishment occurred in the early months of this first year. All of us invested significant time and effort in developing the basis for a new safe annual yield from Lake Casitas, agreed - as added security- to manage lake storage above a minimum level, and adopted a goal for the maximum amount of water use from the lake each year. Do we all know what those new values are? Do we all know where to find those values? Do we know where to direct our customers to find those values and the basis for the decisions we made. I don't. And my fear is they will be lost.

We were promised a formal supply and demand analysis based on agreed criteria that clearly documents the basis of our actions and memorializes our findings. Clear understanding

and agreement on supply and demand are fundamental to water resource management. Without it we cannot clearly determine if we have enough water and -if we don't -quantify how much more we may need. Without it we cannot evaluate the benefits of new supply alternatives, develop supply allocations or design water rates to achieve conservation goals. Without it we may not be able to defend our water rights.

I am asking the staff to give this task the highest priority. We have all of the information, all of the data it just needs to be assembled. Administrative tasks and the deadlines of others should not keep us from our main responsibility. The supply and demand analysis is the foundation we need to support the very difficult decisions that lie ahead of us.

President Brennan responded that he will work with staff to prioritize and make sure we address those concerns.

President Brennan moved to closed session at 5:22 p.m.

10. CLOSED SESSION

- 10.a. Conference with Labor Negotiators (Govt. Code Sec. 54957.6) Agency Designated Representatives: Colin Tanner and Diana Impeartrice
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.

- 10.b. 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.

President Brennan moved the meeting back into open session at 6:24 p.m. with Mr. Mathews reporting that the board met in closed session on the two items. There was general discussion on both items with some direction given to staff and no reportable action was taken.

11. ADJOURNMENT

President Brennan adjourned the meeting at 6:25 p.m.

Neil Cole, Secretary

Minutes of the Casitas Municipal Water District
Board Meeting Held
January 12, 2022

A meeting of the Board of Directors was held January 12, 2022. The meeting was held via teleconference.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Cole, Hajas and Brennan are present. Director Kaiser is absent and Director Bergen is planning to attend but not present at the beginning of the meeting. Director Bergen arrived at 5:05 p.m. Also present are GM Flood, AGM Dyer, EA Vieira and Counsel Mathews.

3. PLEDGE OF ALLEGIANCE

President Brennan led the Pledge of Allegiance.

4. AGENDA CONFIRMATION

There were no changes to the agenda.

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

None

6. CONSENT AGENDA

6.a. Minutes of the December 8, 2021 Board Meeting.
[12 08 2021 Min.pdf](#)

6.b. Resolution proclaiming a local emergency persists, re-ratifying the proclamation of a State of Emergency by Executive Order, and re-authorizing remote teleconference meetings of the legislative bodies of Casitas Municipal Water District for the period January 13, 2022 to February 12, 2022 pursuant to Brown Act provisions.
[Resolution Subsequent AB 361.pdf](#)

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

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

Resolution is numbered 2022-01.

7. ACTION ITEMS

7.a. Appointment of a 2022 Casitas MWD Water Rate Study Ad-Hoc Committee.

President Brennan nominated Directors Bergen and Hajas to this Ad-Hoc Committee.

On the motion of Director Cole, seconded by Director Brennan, Directors Bergen and Hajas were appointed to serve on the Water Rate Study Ad Hoc Committee, this was approved by the following roll call vote:

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

7.b. Approve the Distribution Operator I, I, II, IV and V updated job descriptions.

[Distribution Job Description Update Staff Report.pdf](#)
[DRAFT Distribution Operator 1 \(strikeout version\) \(11-18-21\).pdf](#)
[DRAFT Distribution Operator 1 \(black text version\).pdf](#)
[DRAFT Distribution Operator 2 \(strikeout version\) 111821.pdf](#)
[DRAFT Distribution Operator 2 \(black text version\) 111821.pdf](#)
[DRAFT Distribution Operator 3 \(strikeout version\) 111821.pdf](#)
[DRAFT Distribution Operator 3 \(black text version\) 111821.pdf](#)
[DRAFT Distribution Operator 4 \(strikeout version\) 111821.pdf](#)
[DRAFT Distribution Operator 4 \(black text version\) 111821.pdf](#)
[DRAFT Distribution Operator 5 \(strikeout version\) 111821.pdf](#)
[DRAFT Distribution Operator 5 \(black text version\) 111821.pdf](#)

On the motion of Director Hajas, seconded by Director Cole, the job descriptions were approved by the following roll call vote:

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

8. DISCUSSION ITEMS/PRESENTATIONS

8.a. Scheduling of a Casitas MWD Water Rate Workshop #1.

Mr. Flood reported that since the Ad Hoc Committee has been created it is not necessary to have this item. The committee will look at the cost model and provide input.

9. INFORMATION ITEMS

9.a. Recreation Committee Minutes.
[Rec Minutes 121421.pdf](#)

9.b. Finance Committee Minutes.
[Finance Minutes 111921.pdf](#)

- 9.c. State Water Project Intertie Report.
[SWP Intertie Project Cost 12-31-21.pdf](#)
- 9.d. CFD 2013 Report.
[CFD 2013-1 Project Cost 12-31-2021.pdf](#)
- 9.e. Adjudication Charges Report.
[Adjudication Charges YTD 12.31.21.pdf](#)
- 9.f. Investment Report.
[Investment Report 12.31.2021.pdf](#)

The information items were received and filed.

10. GENERAL MANAGER COMMENTS

GM Flood provided an update on water supply noting that the diversion is still trickling in and we are looking at about 7,000 acre feet total from the storms in December. We are well situated to get some more and we had very good performance of the new brush system and we collected some data on reoriented screens.

Covid is on everyone's mind. We are waiting to hear on the OSHA mandate which is in the hands of Supreme Court that would require employers to have either proof of vaccination or weekly testing. Management is ready with policy changes that could be needed and have reached out to testing vendors and are ready to move forward if needed. We expect to hear on the Supreme Court soon. We have done fairly well through this latest variant, we have seen some normal sickness and a few employees out due to Covid. Every department has had some effect. It has not been crippling at this point. Management meets weekly and sometime more on what going on.

The Governor's budget is out and there is \$5.2 billion dollars in drought and long term sustainability. Kennedy Jenks is helping us with grants and if the budget is approved we will look at some state money being available.

Lastly, at the lake, we have had two incidents with the invasive species tilapia. A dead one was found and a live one was caught. We have been in contact with state and feds. There is breeding going on and not much that can be done.

President Brennan asked about the progress on redistricting. Mr. Flood responded that the deadline is mid-April and there are a couple of proposals to bring forward at the next meeting.

President Brennan asked about conversations with the City of Ventura timeline. Mr. Flood replied that the ad hoc imported water projects committee has met twice and moved along with a proposed agreement and have another meeting soon and getting attorneys involved. He hopes to bring it to the board soon after that.

11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Hajas reported attending the OBGMA meeting on January 6th where they adopted their sustainability plan.

President Brennan attended AWA on Thursday to set up the scheduling of their annual calendar. On Thursday we will have the NOAA meteorologist regarding the rain forecast and Water Issues is on Tuesday.

Director Bergen listened to the UVGSA meeting where they approved their plan for submittal.

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

None

President Brennan moved the meeting to closed session at 5:23 p.m.

13. CLOSED SESSION

13.a. Conference with Labor Negotiators (Govt. Code Sec. 54957.6) Agency Designated Representatives: Colin Tanner and Diana Impeartrice
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.

13.b. 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.c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(a) Nancy Duffy McCarron v. County of Ventura et al, United States District Court, Central District of California, Case No. 2:21-cv-05234-MWF-PD.

President Brennan moved the meeting back to open session at 6:08 p.m. with Mr. Mathews reporting that the Board met in closed session on the three items. On 13 a, the board gave direction to district representatives and no formal action was taken. On 13 b there was no reportable action. On 13 c, the board by 4-0 vote with one member absent authorized the settlement of the case, dismissal with prejudice and both sides bear their legal fees subject to review by General Counsel.

14. ADJOURNMENT

President Brennan adjourned the meeting at 6:09 p.m.

Neil Cole, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memo**

DATE: January 21, 2022

TO: Board of Directors

FROM: Michael Flood; General Manager

SUBJECT: Approval of an agreement with Ni-Lu Corporation for the operation of a Lake Casitas Recreation Area Concessionaire (Park Store).

RECOMMENDATION

Staff recommends that the Committee recommend Board approval of the Ni-Lu proposal with 12% cost sharing (excluding alcohol sales) and a fourteen-year duration.

BACKGROUND AND OVERVIEW

The Casitas Municipal Water District and the Bureau of Reclamation approved a twenty-five year Management Agreement for the Lake Casitas Recreation Area in October 2011 which allows Casitas to enter into Concessionaire agreements.

Upon Bureau approval, Casitas distributed a Request for Proposals (RFP) for the Casitas Park Store in November 2021 with a submittal deadline of December 20, 2021. A walk-through for prospective respondents was held on November 30, 2021.

The Casitas Park Store provides visiting customers with items similar to that of a small market, including canned goods, produce, dairy, camping supplies, ice, and various merchandise.

Only one response was received to the RFP for the Casitas Park Store which is that of the current concessionaire, Ni-Lu Corporation.

In general, Ni-Lu Corporation has proposed the following:

1. Revenue sharing at 12% of gross sales (excluding alcohol sales).
2. A fifteen or twenty-year agreement (minimum is ten years).

Annual proceeds to Casitas via the Park Store revenue sharing agreement will vary but would be expected to exceed \$60,000 in most years.

A copy of Ni-Lu's proposal along with various attachments are attached.

The Recreation Committee reviewed the proposal and recommends approval with consideration

of a term longer than ten years.

Subsequent to the Recreation Committee Meeting, LCRA Staff discussed the term of the agreement with US Bureau of Reclamation Staff who indicated that the term of this contract could not exceed September 30, 2036. This date is just prior to the expiration of the Casitas-USBR Lake Casitas recreation Area Management Agreement on October 10, 2036.

PROPOSER HISTORY

Ni-Lu Corp began operating the Park Store in 2011 with revenue sharing starting at 10%, then increasing to 11%, and ending at 12% for the last three years.

During the past 10 years, Ni-Lu Corp has operated the Park Store with a pride of ownership including investing significantly in remodeling the building. The numerous positive comments from guests pertaining to the operation of the Casitas Park Store is frequent and ongoing.

CASITAS MUNICIPAL WATER DISTRICT



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

Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-223

TABLE OF CONTENTS

Description	Page #
1. Incorporation by Reference	2
2. Definitions	2
3. Interpretations	2
4. Grant of Concession	2
5. Demised Premises	2
6. Inundation or Drought	3
7. Term of Agreement	3
8. Payments	4
9. Accounting	5
10. Operations	6
11. Maintenance	11
12. Fees & Taxes	13
13. Rights of Casitas and USBR	13
14. Indemnification	13
15. Insurance	14
16. Restoration Following Damage or Destruction of Demised Premises	16
17. Non Assignment	18
18. Third Party Contracts and Permits	18
19. Improvements, Equipment and Inventory	18
20. Construction	18
21. Option to Purchase	20
22. Review of Administration, Operation, Maintenance & Development	20
23. Examination of Records	21
24. Notice to Cure/Dispute Resolution	21
25. Termination	21
26. Cancellation upon Default	22
27. Right of Entry	23
28. Independent Contractor	24
29. Severability	24
30. Notice	24
31. Board Review	24
32. Merger and Modification	24
33. Attorney's Fees	24
34. Assignment	25
35. Successors in Interest	25
36. Designated Representatives/Notices	25
37. Agreement Drafting Considerations	25

Appendix 1 - Definitions	26
Appendix 2 - List of Acronyms	29
Exhibit A - Park Store Concession – Demised Premises	30
Exhibit A - 1 - Aerial of LCRA	31
Exhibit A - 2 - Aerial of Boundaries of Demised Premises	32
Exhibit A - 3 - List of Items in the Park Store Owned by Casitas	33
Exhibit A - 4 - List of Items in Park Store Not Owned by Casitas	34
Exhibit A - 5 - Improvements to and Maintenance of the Park Store	35
Exhibit B - Environmental Requirements	36
Exhibit C - Americans with Disabilities Requirements	38
Exhibit D - 1 - Equal Opportunity Requirements	39
Exhibit D - 2 - Certification of Nonsegregated Facilities	40
Exhibit E - Title VI, Civil Rights Act of 1964	41
Exhibit F - Dispute Resolution, Mediation and Arbitration	42
Exhibit G – Establishing a Minimum Wage for Contractors	48

Final Draft 01/14/22

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

THIS AGREEMENT, made this _____ day of _____, 2022, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **LAKE CASITAS PARK STORE** (hereinafter referred to as "Concessionaire").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

1. **INCORPORATION BY REFERENCE**

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

2. **DEFINITIONS**

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

3. **INTERPRETATIONS**

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

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

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

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

(e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

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

5. **DEMISED PREMISES**

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

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

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

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

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

(1) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.

(2) Concessionaire's Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by the Concessionaire, then the Concessionaire shall bear the full cost and expense of moving said structures, buildings, improvements, or fixtures from the original Demised Premises to the New Demised Premises. Should Concessionaire fail to remove said structures, buildings, improvements, or fixtures from the original Demised Premises pursuant to the ninety (90) day notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition.

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

6. **INUNDATION OR DROUGHT**

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

7. **TERM OF AGREEMENT**

(a) The term of this Agreement shall be for fourteen (14) years from the date first written above but no later than September 30, 2036, unless terminated sooner as provided in Paragraph 25 herein, but in no event will exceed the term of the Management Agreement Number 11-LC-20-02162011 between Casitas and the USBR hereinabove referred to which will expire on October 10, 2036 unless sooner terminated.

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

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

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

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

(f) In the event the Management Agreement between Casitas and USBR expires or is terminated without a commitment by both Casitas and USBR to enter into another agreement, all the concessionaire's fixed assets and personal property are to be removed from the Demised Premise and promptly restored back to a condition agreeable to Casitas and USBR.

(g) No financial obligation or risk will reside with USBR for reimbursement for Concessionaire's fixed assets or personal property as a result of termination or expiration of the Management Agreement.

8. PAYMENTS

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

May 1, 2022 – September 30, 2036, twelve percent (12%) of gross sales excluding alcohol sales

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

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

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

(e) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 11311 Santa Ana Road, Ventura, California 93001, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term hereof and shall pay Percentage Rent and any Miscellaneous Charges to Casitas on or before fifteen (15) days following the end of each calendar month during the term hereof, together with a written statement signed and verified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of any Percentage Rent due. In addition,

Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared in accordance with Internal Revenue Service standard income tax basis of accounting. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

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

(g) Adjustments to Gross Sales. There shall be no deduction from gross sales for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance and taxes. There shall be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously deducted as gross sales shall be included in gross sales at the time they are collected.

(h) Concessionaire is not guaranteed a profit.

9. ACCOUNTING

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

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

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

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

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

have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 26 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

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

(f) Recreation Use Data Report (RUDR). Concessionaire will be required to report financial information and visitation (if applicable) to Casitas for the completion of the RUDR

10. OPERATIONS.

(a) General

(1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and, where permits and/or licenses are required for the Concession and/or any refurbishment or construction authorized herein.

(2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas or USBR, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.

(3) Concessionaire shall have non-exclusive rights to operate the Park Store and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a recreational campground setting. Casitas reserves the right to deny specific goods.

(4) Concessionaire shall maintain voice mail or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any non-emergency messages left by Casitas within a twenty-four (24)-hour time frame. Urgent or emergency issues will be responded to immediately by a person named on an up to date emergency contact list provided by Concessionaire. Emergency Contact:

(5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through G attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.

(6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas and USBR. In the event that Concessionaire chooses, with Casitas' and USBR consent, to enter into a sub-concession or subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s) and shall be in accordance with all of the terms and conditions listed herein.

(7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.

(b) Concessionaire Staff

(1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may have direct access to on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

(2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Access to the LCRA shall be at the sole discretion of Casitas for such employees, service and delivery companies and contractors. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.

(3) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

(4) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises or in violation of LCRA Ordinances. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

(1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.

(2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

(1) Concessionaire is authorized non-exclusive rights to sell to the general public supplies such as canned and packaged food supplies, soft drinks, beer, wine, propane, ice, firewood, sporting goods and camping supplies, approved fishing tackle and bait in compliance with Casitas' Ordinances, personal products, souvenirs and clothing. The Park Store Concession shall be specifically excluded from selling fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods

and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.

(2) The stock in the Park Store shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.

(3) Concessionaire may obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control. Concessionaire shall be fully responsible for the sale of beer and wine beverages and tobacco in accordance with State and Federal law, including, but not limited to, licensing, sales restrictions and pricing. If at any time, in the sole opinion of the Casitas Board of Directors, the sale by Concessionaire of beer, wine and/or tobacco materially affects, causes or adds to the problems of keeping the LRCA free of litter and of maintaining order among the general public using the LCRA, the right granted herein may be terminated at any time upon thirty (30) days written notice from Casitas to Concessionaire.

(4) The amount of retail floor space used for alcoholic merchandise, display, promotion and products will not exceed ten percent (10%) of the total floor space inside the Park Store at any given time.

(5) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations, as well as any applicable food handling and sanitization regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager. Copies of inspection reports will be retained by the Casitas and provided to USBR upon request. Any identified violations shall be addressed by Concessionaire and reported by Casitas to USBR.

(e) Hours of Operation

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

(f) Security

(1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.

(2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance

for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall promptly make safety improvements as needed and as requested by Concessionaire's insurance carrier, Casitas' General Manager or the Board.

(h) Advertising and Promotion

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

(1) Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc.) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casitas Recreation Area logo or name.

(2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.

(3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(l) Interruptions of Business

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

(j) Utilities

Concessionaire shall contract directly to provide and pay for any necessary utilities serving the Demised Premises, including the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas and USBR for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(k) Sanitation

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

(1) Trash. Concessionaire shall support USBR and Casitas efforts to protect the resources of Lake Casitas. Concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Trash cans shall be conveniently located for use by customers. Concessionaire shall promote recycling and make it convenient for public use.

(2) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. Major sanitation facilities and large trash receptacles shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible. Concessionaire shall engage and pay for the services of an independent contractor for the removal of the trash and garbage that is generated by its facilities. Casitas shall empty trash containers located in the outdoor areas adjacent to the Demised Premises. Concessionaire shall empty containers located adjacent to the Demised Premises.

(3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Park Store Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.

(4) Sewage Disposal. Casitas presently collects and removes sewage that is discharged by the Concession into Casitas' holding tanks. The Concessionaire shall be responsible for clearing any obstruction in the sewer lateral which serves its structures, the maintenance of grease traps and the cleanup of any and all sewage spills that may occur in his/her respective areas of responsibility.

(m) Incident Reporting

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

(n) Hazardous Materials

(1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

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

(o) Pest and Weed Control

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

(p) Protection of Natural and Cultural Resources

(1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.

(2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

11. **MAINTENANCE**

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

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

(1) General. Concessionaire shall at its sole cost (i) maintain, repair and replace, all in first class condition, all portions of the Demised Premises (except those portions to be maintained by Casitas as expressly set forth above), (ii) arrange for removal of trash from the Demised Premises, (iii) furnish reasonable janitorial services within the Demised Premises, (iv) maintain and repair any plate-glass windows appurtenant to the Demised Premises and all interior and exterior doors, including roll-up doors, (v) maintain, repair, replace the heating, air-conditioning, and ventilation system ("HVAC") exclusively serving the Demised Premises including establishment of a maintenance contract for the periodic inspection, maintenance, and replacement, as necessary, of the HVAC system, (vi) maintain a pest and termite control service agreement with respect to the Demised Premises, (vii) maintain and repair all telephone lines, electrical fixtures, wiring, panels, transformers, conduits, lighting fixtures, lamps, and tubes that are exclusively serving the Demised Premises, and (viii) maintain, repair, and/or replace any water heating systems, sewer lines, and plumbing lines and fixtures that are exclusively serving the Demised Premises. All repairs must comply with applicable Federal, state, and local laws and regulations, including but not limited to environmental, historic preservation, and accessibility laws, regulations, and building code requirements.

(2) Annual Maintenance Plan. Concessionaire will prepare and submit an annual maintenance plan on January 1 of each year for approval by Casitas.

(3) Graffiti Eradication and Control of Graffiti from the Outside Surfaces of said Demised Premises. Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed. In addition, within twenty-four (24) hours of notification from Casitas, Concessionaire shall remove graffiti from said Concession premises. Concessionaire shall use materials as provided by Concessionaire; however, Concessionaire is not required to sandblast walls or walkways.

(4) Emergency Repair. Emergency repairs to Concession equipment and premises shall be made immediately so as to avoid any hazard to public health and safety.

(5) Damage from Criminal Conduct. Concessionaire shall be responsible for the repair or replacement of any property located on the Demised Premises damaged by criminal conduct.

(6) Equipment Repair or Replacement. Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense including the items listed on Exhibit A-5 attached hereto. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.

(7) Concessionaire's Damage Liability. The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.

(8) Default of Maintenance Obligations. In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. FEES AND TAXES

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

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

13. RIGHTS OF CASITAS AND USBR

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

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

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

14. INDEMNIFICATION

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

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

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

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

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

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

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

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

(h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the USBR, its employees, agents, and assigns from any loss or damage and from any liability on account of

personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.

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

15. INSURANCE

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

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

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

(c) During the entire term and any extension of this Agreement, Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.

(2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.

(4) The Concessionaire's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.

(6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.

(7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

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

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

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

(i) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent

with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas and United States of America (Bureau of Reclamation) shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

16. RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES

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

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

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

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

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

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

(1) That the sum then requested either has been paid by Concessionaire or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in

respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Concessionaire; and that the sum then requested does not exceed the value of the services and materials described in the certificate.

(2) That, except for the sum then requested in such certificate stated to be due for services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due to labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or material men's statutory or similar lien upon such restoration or upon the premises or the buildings and improvements on, under, or above the premises or any part thereof or Concessionaire's leasehold interest therein.

(3) That the cost, as estimated by the persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Concessionaire to defray such cost.

(4) That all of the work of restoration so far completed is proper and of the quality and class at least equal to the original work and in accordance with the plans and specifications.

(5) At the completion of the restoration and following disbursement of the final advance to Concessionaire required to complete the payment of restoration costs, any such insurance proceeds remaining shall be paid by the Insurance Trustee to Concessionaire. In no event, however, shall the Insurance Trustee be liable for any amount in excess of the amounts so received and held in trust, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Concessionaire shall pay such additional cost.

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

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

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

(i) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within sixty (60) days from the date of the damage or destruction, commence full repair at Concessionaire's cost or a negotiated cost share and continue the performance of this Agreement in good faith to completion. In any

event, the Demised Premises shall remain the property of Casitas. Casitas and USBR shall be under no obligation to make any repairs or reconstruct any buildings or structures.

17. NON-ASSIGNMENT

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

18. THIRD PARTY CONTRACTS AND PERMITS

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

19. IMPROVEMENTS, EQUIPMENT AND INVENTORY

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

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

20. CONSTRUCTION

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

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

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

(d) Practices and Procedures. In making any alterations, additions, or improvements to the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Applicable building permits are to be obtained from local authorities by the concessionaire before construction activities begin. Concessionaire agrees that Casitas shall have the right to access the premises during the construction work for the purposes of Casitas' own inspection of the construction work (This inspection is not a substitute or relieves the Concessionaire's inspection or control of the construction work from Federal, State and Local building and safety codes). The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the construction work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA. All facilities will be harmonious in form, line, color, and texture with the surrounding landscape.

(e) Insurance and Bonds.

(1) Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof or evidence that his existing coverage will cover the construction.

(2) Concessionaire shall be responsible for providing bonds for the construction as follows:

a. Payment Bond. Concessionaire shall file with Casitas a surety bond to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the construction contract, conditional as provided by Section 3247 of the Civil Code.

b. Performance Bond. Concessionaire shall also file with Casitas a surety bond, to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the construction contract.

c. Maintenance and Guarantee. Concessionaire hereby guarantees that the entire work constructed by him under contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him/her. Concessionaire hereby agrees to make, at his/her own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him/her that becomes evident within one (1) year after completion, and to restore to full compliance with the requirements of the contract, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the contract. Concessionaire shall make all repairs and replacement promptly upon receipt of written orders from Casitas to do so. If the Concessionaire fails to make the repairs and replacements promptly, Casitas may do the work and the Concessionaire and his/her Surety shall be liable to Casitas for the cost thereof.

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

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

(f) Removal. Casitas reserves the right, upon written notice, to require the Concessionaire to remove structures, buildings and/or improvements made by the Concessionaire with the consent of Casitas during the term of this Agreement within ninety (90) days of the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), Should Concessionaire fail to remove said structures, buildings, and improvements pursuant to said notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in

connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition. For any removal, Concessionaire shall restore the Demised Premises to its original condition.

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

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

21. OPTION TO PURCHASE

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

22. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT

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

(b) Concessionaire shall be evaluated by Casitas under a Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted semiannually. All other evaluations shall be conducted as Casitas may desire as identified under this agreement. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

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

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

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

23. EXAMINATION OF RECORDS

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

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

24. NOTICE TO CURE/DISPUTE RESOLUTION

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

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

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

25. TERMINATION

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

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

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

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

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

26. CANCELLATION UPON DEFAULT

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

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

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

(d) Events of default shall be:

(1) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.

(2) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

(3) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.

(4) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.

(5) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.

(6) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

(7) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(8) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.

(9) The execution by Concessionaire of an assignment for the benefit of creditors.

(10) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.

(11) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.

(12) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.

(13) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

27. **RIGHT OF ENTRY**

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

(b) Abandonment. In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

28. **INDEPENDENT CONTRACTOR**

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

29. **SEVERABILITY**

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

30. **NOTICE**

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

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

Concessionaire: _____ Ventura, CA 93001

31. **BOARD REVIEW**

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

32. **MERGER AND MODIFICATION**

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

33. **ATTORNEYS FEES**

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

34. **ASSIGNMENT**

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

35. **SUCCESSORS IN INTEREST**

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

36. **DESIGNATED REPRESENTATIVES/NOTICES**

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

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

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

Concessionaire – _____, Ventura, California 93001

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

37. AGREEMENT DRAFTING CONSIDERATIONS

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

Final Draft 01/14/22

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

CASITAS MUNICIPAL WATER DISTRICT

By: _____
_____, President of the Board of Directors

CONCESSIONAIRE
LAKE CASITAS PARK STORE,

By: _____

Attest:

By: _____
_____, Secretary of the Board of Directors

Final Draft 01/14/22

Appendix 1: Definitions

- (a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Park Store; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.
- (b) "Bait and Tackle" Bait and Tackle: means all the equipment, such as rods, lines, bait, etc., used in angling. Bait and tackle as referenced in this document is equipment items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances.
- (c) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.
- (d) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.
- (e) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (f) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.
- (g) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.
- (h) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance. This does not pertain to Trade Fixtures as identified in section 20, subsection (g) of Concessionaires' contract.
- (i) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, which are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g. wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).
- (j) "Concession Fee" means the fee established by a third party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.

- (k) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well-kept condition.
- (l) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).
- (m) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing
- (n) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.
- (o) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.
- (p) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.
- (q) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).
- (r) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (s) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred
- (t) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.
- (u) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.
- (v) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g. water, power, and sewer lines) and constructed site improvements (e.g. paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

(w) "Gross Sales" means money, cash receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, fees and commissions made or earned by Concessionaire and/or all the assignees, subcontractors, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Demised Premises, including, but not limited to, food and beverage sales, merchandise sales, catering and "to-go" sales and services, and other revenues of any kind except: (i) the amount of any sales tax, use tax, gross receipts tax, successor tax or similar tax, imposed by a federal, state, municipal or governmental authority directly on sales and collected from customers; (ii) the exchange of merchandise between other concessions and/or stores of Concessionaire where such exchange is made solely for the convenient operation of the business of Concessionaire and not for the purpose of depriving Casitas of the benefit of a sale which otherwise would be made from the Demised Premises; (iii) proceeds from the sale of trade fixtures, machinery and equipment; and (iv) the amount of any cash or credit refund made upon any sale from the Demised Premises previously included in Gross Sales.

Appendix 2: List of Acronyms

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

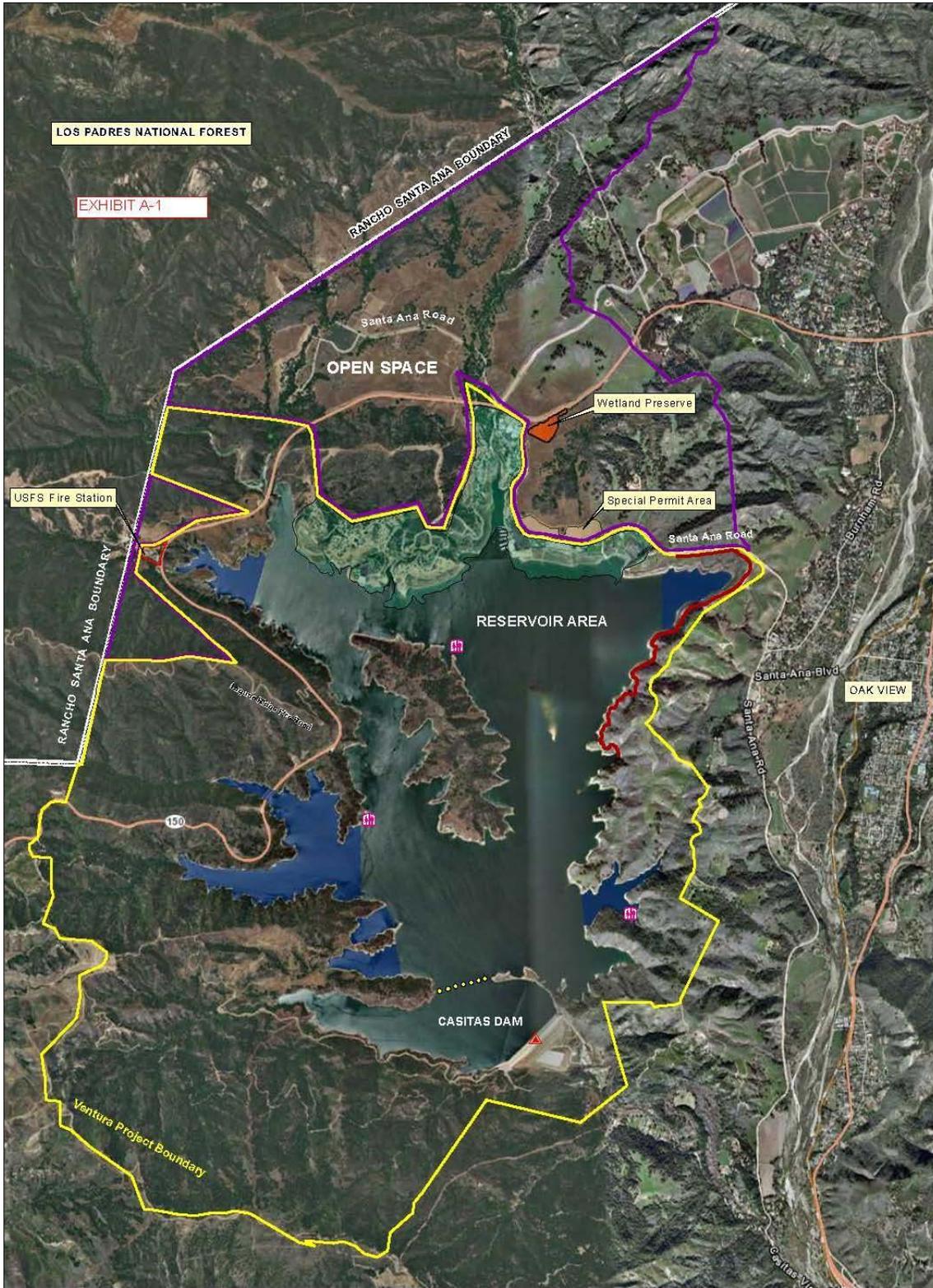
Final Draft 01/14/22

EXHIBIT A

PARK STORE CONCESSION - DEMISED PREMISES

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

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



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



RECLAMATION
Managing Water in the West





EXHIBIT A-2

Park Store Demised Premises

Campground Fox

EXHIBIT A-3

LIST OF ITEMS IN PARK STORE OWNED BY CASITAS

SALES AREA

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

STOREROOM AREA

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

MISCELLANEOUS

Miscellaneous outdoor lighting
No heat in building
Chain link fenced, enclosed storage area on outside, northwest corner of building
Barriers and electrical for propane dispensing system

EXHIBIT A-4

LIST OF ITEMS IN PARK STORE NOT OWNED BY CASITAS

MISCELLANEOUS

Window Air Conditioner unit in office.
Window Air Conditioner unit on East wall
Propane tank, skid and dispensing system
Ice Freezers (3)
Ice Cream freezers
Chip displays unit

Final Draft 01/14/22

EXHIBIT A-5

IMPROVEMENTS TO AND MAINTENANCE OF PARK STORE

The following was performed by Concessionaire at Concessionaire's sole cost and expense.

- (a) Remodeled inside of both walk-in coolers.
- (b) Replaced rear walk-in cooler motors (4 yrs.).
- (c) Improved counters, shelving, racks and displays.
- (d) Installed Security system.
- (e) Installed Dressing room.
- (f) Added Wall Air Conditioning Unit on east wall.
- (g) Firewood Storage Area

EXHIBIT B

ENVIRONMENTAL REQUIREMENTS

- (a) Concessionaire shall operate, maintain and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.
- (b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.
- (d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.
- (e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.
- (f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.
- (g) The Endangered Species Act of 1974 will be given full consideration in all activities.
- (h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:
- (1) Executive Order 11990, Protection of Wetlands.
 - (2) Executive Order 11988, Floodplain Management.
 - (3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).

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

EXHIBIT C

AMERICANS WITH DISABILITIES REQUIREMENTS

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

Final Draft 01/14/22

EXHIBIT D-1

EQUAL OPPORTUNITY REQUIREMENTS

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

(a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

(b) Concessionaire will, in all solicitations or advertisements for employees placed by or in behalf of the Park Store Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.

(c) Concessionaire will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Concessionaire will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Concessionaire will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Concessionaire's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by Casitas or the USBR and the Concessionaire may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D-2

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

EXHIBIT E

TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) Concessionaire agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Managing Partner receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Concessionaire by the United States, this assurance obligates Concessionaire; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates Concessionaire for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Concessionaire for the period during which the Federal financial assistance is extended to it by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to Concessionaire by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Concessionaire recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on Concessionaire, its successors, transferees, and assignees.

EXHIBIT F

DISPUTE RESOLUTION, MEDIATION AND ARBITRATION

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

Mediation

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

Arbitration

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

- (a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.
- (b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.
- (c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

EXHIBIT G

Executive Order 13658 of February 12, 2014, Establishing a Minimum Wage for Contractors

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and in order to promote economy and efficiency in procurement by contracting with sources who adequately compensate their workers, it is hereby ordered as follows:

Section 1. Policy. This order seeks to increase efficiency and cost savings in the work performed by parties who contract with the Federal Government by increasing to \$10.10 the hourly minimum wage paid by those contractors. Raising the pay of low-wage workers increases their morale and the productivity and quality of their work, lowers turnover and its accompanying costs, and reduces supervisory costs. These savings and quality improvements will lead to improved economy and efficiency in Government procurement.

Sec. 2. Establishing a minimum wage for Federal contractors and subcontractors. (a) Executive departments and agencies (agencies) shall, to the extent permitted by law, ensure that new contracts, contract-like instruments, and solicitations (collectively referred to as "contracts"), as described in section 7 of this order, include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c), in the performance of the contract or any subcontract thereunder, shall be at least:

(i) \$10.10 per hour beginning January 1, 2015; and (ii) beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor (Secretary). The amount shall be published by the Secretary at least 90 days before such new minimum wage is to take effect and shall be:

(A) not less than the amount in effect on the date of such determination;

(B) increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication, as determined by the Bureau of Labor Statistics; and

(C) rounded to the nearest multiple of \$0.05.

(b) In calculating the annual percentage increase in the Consumer Price Index for purposes of subsection

(a)(ii)(B) of this section, the Secretary shall compare such Consumer Price Index for the most recent month, quarter, or year available (as selected by the Secretary prior to the first year for which a minimum wage is in effect pursuant to subsection (a)(ii)(B)) with the Consumer Price Index for the same month in the preceding year, the same quarter in the preceding year, or the preceding year, respectively.

(c) Nothing in this order shall excuse noncompliance with any applicable Federal or State prevailing wage law, or any applicable law or municipal ordinance establishing a minimum wage higher than the minimum wage established under this order.

Sec. 3. Application to tipped workers. (a) For workers covered by section 2 of this order who are tipped employees pursuant to 29 U.S.C. 203(t), the hourly cash wage that must be paid by an employer to such workers shall be at least:

(i) \$4.90 an hour, beginning on January 1, 2015; (ii) for each succeeding 1-year period until the hourly cash wage under this section equals 70 percent of the wage in effect under section 2 of this order for such period, an hourly cash wage equal to the amount determined under this section for the preceding year, increased by the lesser of:

(A) \$0.95; or

(B) the amount necessary for the hourly cash wage under this section to equal 70 percent of the wage under section 2 of this order; and

(iii) for each subsequent year, 70 percent of the wage in effect under section 2 for such year rounded to the nearest multiple of \$0.05.

(b) Where workers do not receive a sufficient additional amount on account of tips, when combined with the hourly cash wage paid by the employer, such that their wages are equal to the minimum wage under section 2 of this order, the cash wage paid by the employer, as set forth in this section for those workers, shall be increased such that their wages equal the minimum wage under section 2 of this order. Consistent with applicable law, if the wage required to be paid under the Service Contract Act, 41 U.S.C. 6701 et seq., or any other applicable law or regulation is higher than the wage required by section 2, the employer shall pay additional cash wages sufficient to meet the highest wage required to be paid.

Sec. 4. Regulations and Implementation. (a) The Secretary shall issue regulations by October 1, 2014, to the extent permitted by law and consistent with the requirements of the Federal Property and Administrative Services Act, to implement the requirements of this order, including providing exclusions from the requirements set forth in this order where appropriate. To the extent permitted by law, within 60 days of the Secretary issuing such regulations, the Federal Acquisition Regulatory Council shall issue regulations in the Federal Acquisition Regulation to provide for inclusion of the contract clause in Federal procurement solicitations and contracts subject to this order.

(b) Within 60 days of the Secretary issuing regulations pursuant to subsection (a) of this section, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts as described in section 7(d)(i)(C) and (D) of this order, entered into after January 1, 2015, consistent with the effective date of such agency action, comply with the requirements set forth in sections 2 and 3 of this order.

(c) Any regulations issued pursuant to this section should, to the extent practicable and consistent with section 8 of this order, incorporate existing definitions, procedures, remedies, and enforcement processes under the Fair Labor Standards Act, 29 U.S.C. 201 et seq.; the Service Contract Act, 41 U.S.C. 6701 et seq.; and the Davis-Bacon Act, 40 U.S.C. 3141 et seq.

Sec. 5. Enforcement. (a) The Secretary shall have the authority for investigating potential violations of and obtaining compliance with this order.

(b) This order creates no rights under the Contract Disputes Act, and disputes regarding whether a contractor has paid the wages prescribed by this order, to the extent permitted by law, shall be disposed of only as provided by the Secretary in regulations issued pursuant to this order.

Sec. 6. Severability. If any provision of this order, or applying such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected thereby.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an agency or the head thereof; or Start Printed Page 9853 (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(d) This order shall apply only to a new contract or contract-like instrument, as defined by the Secretary in the regulations issued pursuant to section 4(a) of this order, if:

(i) (A) it is a procurement contract for services or construction;

(B) it is a contract or contract-like instrument for services covered by the Service Contract Act;

(C) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 C.F.R. 4.133(b); or

(D) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public; and

(ii) the wages of workers under such contract or contract-like instrument are governed by the Fair Labor Standards Act, the Service Contract Act, or the Davis-Bacon Act.

(e) For contracts or contract-like instruments covered by the Service Contract Act or the Davis-Bacon Act, this order shall apply only to contracts or contract-like instruments at the thresholds specified in those statutes. For procurement contracts where workers' wages are governed by the Fair Labor Standards Act, this order shall apply only to contracts or contract-like instruments that exceed the micro-purchase threshold, as defined in 41 U.S.C. 1902(a), unless expressly made subject to this order pursuant to regulations or actions taken under section 4 of this order.

(f) This order shall not apply to grants; contracts and agreements with and grants to Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended; or any contracts or contract-like instruments expressly excluded by the regulations issued pursuant to section 4(a) of this order.

(g) Independent agencies are strongly encouraged to comply with the requirements of this order.

Sec. 8. Effective Date. (a) This order is effective immediately and shall apply to covered contracts where the solicitation for such contract has been issued on or after:

(i) January 1, 2015, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 4(a) of this order; or (ii) for contracts where an agency action is taken pursuant to section 4(b) of this order, January 1, 2015, consistent with the effective date for such action.

(b) This order shall not apply to contracts or contract-like instruments entered into pursuant to solicitations issued on or before the effective date for the relevant action taken pursuant to section 4 of this order.

Start Printed Page 9854

(c) For all new contracts and contract-like instruments negotiated between the date of this order and the effective dates set forth in this section, agencies are strongly encouraged to take all steps that are reasonable and legally permissible to ensure that individuals working pursuant to those contracts and contract-like instruments are paid an hourly wage of at least \$10.10 (as set forth under sections 2 and 3 of this order) as of the effective dates set forth in this section.

Final Draft 01/14/22

NI-LU CORPORATION

December 14, 2021

Dear Casitas Municipal Water District,

Wow! 10 years have gone by already...I can't believe it! We would like to take this opportunity and thank you for entrusting us with the Lake Casitas Park Store. We are honored to be part of the Lake Casitas family for more than 15 years now. We take pride in helping to enhance the visitors' experience by meeting many of their needs. We are pleased with the overall growth experienced within the past 10 years and hope you are as well.

We've invested significantly in the remodeling of the building which has resulted in one of the best Camp Store's around. We've received numerous positive comments from suppliers and visitors which hopefully have caught your attention.

Enclosed is our proposal for the Park Store's RFP. We hope you find all the information favorable enough to grant us the new contract. As you may know, we've worked tirelessly to provide quality goods and excellent customer service.

The Park Store is currently stocked and open for business. There will be no need for a transition period if we are awarded the contract. All licenses, insurance, suppliers, systems, etc...are in place. There will be absolutely no delay and business will not suffer at all.

Ni-Lu Corp. has come a long way thanks to the partnership with the Lake Casitas Recreation Area. It was formed back in 2005 when we purchased Cycles 4 Rent (Lake Casitas Bike Rentals). Our journey began working with Brian Roney with the goal of enhancing the Lake Casitas experience. The offer of re-opening the Park Store in 2010 took the partnership to the next level and so began the next stage working with Carol Belser. The award of the contract in 2011 reassured us that we were on the right track. Now, we will strive to continue moving forward working with Joe Martinez to accomplish the same goal from 2005 - ***To help enhance the Lake Casitas experience.***

Thank you for your time and we look forward to working together for many more years to come.

Sincerely,

Luis Berbari

Luis Berbari
VP - CFO

NI-LU CORPORATION

For clarity, please find the information below in direct response to the questions outlined in Section 7 (a), titled "Proposer's Business Concept and Plan" from the RFP.

1. The past 10+ years running the Park Store Concession serves as the best evidence for our desire to update and make continual improvements to the store. We've completely renovated the inside by installing slat-wall and built-in ice freezers. The new flooring and carpet, resurfacing of the counter, and updated lighting has created a fresh, warm atmosphere. The additional air conditioner unit and windows has resulted in a much more pleasant experience for our patrons. The behind-the-scenes investment of relocating and replacing the motors for the walk-in coolers, installing shelving inside and outside of the coolers, extending the roof over the outside storage area and building the firewood shed, have all resulted in a much smoother operation.

Going forward we will continue to make improvements. Some of the key items are:

- New interior paint.
- Replace janitor sink with updated one.
- Replace aisle shelving.
- Replace the 3-door refrigerator.

Solar Panels is something that we've entertained but have found to be too expensive and not viable for us to absorb with only a 10 years contract. We are however open to discuss the possibility of subsidizing part of the costs if Casitas is willing to partner with us in this endeavor.

2. The Park Store is currently well stocked and organized. There is absolutely no transition time needed. Everything is in place to continue providing the best service to the park guests.

Our inventory levels will vary from \$50,000-\$120,000 depending on the time of year. Currently, we have approximately \$60,000 in inventory. Through the years we've learned what the visitors' demands are. Our slogan of, "***IF YOU FORGOT IT, WE'VE GOT IT!***", is spot-on. We pride ourselves in having almost everything people need at a reasonable price. Items will be regularly moved and displayed differently in order to appear fresh and appeal to customers.

We have an extensive list of suppliers that are up-to-date with all the market trends. We will continue to offer current items but with the intention to stay with the cozy "General Store" feel. Our ability to increase sales year-after-year is proof that we are meeting the demands of our park guests.

NI-LU CORPORATION

Internet has been a hurdle for us. There is no infrastructure in place for faster service. The only way we are able to get it is via a Jet Pack Device. This works ok but limits certain aspects of our business. Once internet is available in the park, we plan on updating the following systems:

- Security system .
 - New POS system.
 - Sound system (inside and outside).
3. The hours of operation will fluctuate throughout the year similar to those of the LCRA. As you may know from the past 10 years, we will stay open past LCRA hours when the demand deems necessary. Please note that our hours during the peak season were 7:30 am – 9:30 pm. We understand that we are here to provide a service to the guests and will always consider that when setting the operating hours.
 4. Looking back at the Revenue/Expense Projection Report (Profit/Loss) submitted back in 2011, I find we were pretty accurate considering we only had one year of business as reference. The purpose of such a report is to ensure that we can pay for our expenses and capital improvements. Thankfully, throughout the past 10 years, we've ran our business very lean and efficient. This, as well as being owner operated, has resulted in a very comfortable cash flow situation. As a result, satisfying all our short-term and long-term liabilities have never been, and will not be, a burden.

For simplicity purposes, we anticipate a conservative 3%-5% increase in revenue per year; however, nothing is guaranteed in this irregular economic climate. Our goal is to reach \$1,000,000 per year in sales which we feel is very attainable since it is only a 46% increase from our current 2021 numbers. Considering our 108% increase in the past 10 years, 46% growth is a reasonable goal.

Please see **attachment #1** for the 5-year projection of revenues and expenses.

5. As for marketing and advertising, it is imperative to make the guests aware of the fact that there is a fully stocked General Store in the park before they arrive and during their stay. We will hire a graphic designer to redo the website and make sure it is up-to-date with all the current info.

We would like to have a meeting with the LCRA to discuss the possibility of the following:

- Professionally produced flyer to be handed out to each vehicle entering the park. This can be a flyer with info on all the concessions in order to give visitors all the info at their fingertips.
- Simple signs, strategically located, consistent with the theme of the park, will be very effective throughout the park. This also can contain information regarding all the concessions.
- Include a link to our website when guests make reservations online.

5031 Dorado Drive #102 • Huntington Beach, CA 92649
(714) 369-3777 • Fax: (805) 649-1151

NI-LU CORPORATION

6. We've always carried the required insurance requested by the LCRA and will continue doing so.

Please see **attachment #2** for a copy of our current Certificate of Liability Insurance.

7. Our desired lease term would be 15-20 years (with a minimum of 10 years). Having a longer lease will give us more security and allow us to invest more in the business and try new revenue-generating strategies.

Our current contract began with rent at 10%, then 11% and ended at 12% - which is the current rate being paid. We feel that 12% is extremely fair for the LCRA. As we've proven through the years, our plan is to continually grow the business; therefore, although the percentage may remain the same, the amount of rent will continue to increase.

Please understand that we pride ourselves in offering a variety of goods at reasonable prices. Consequently, the higher the percentage is for rent, the higher prices we would have to charge. That's what separates us from other Camp Stores. Our volume is much higher because we don't overcharge our guests, which is why they continue to support us. This benefits the Lake Casitas Park Store, LCRA and especially the Lake Casitas visitors.

*Please see **attachment #A** for the history of rent paid to Casitas Municipal Water District for the past 5 years.

We propose the following rental agreement:

- **15-20 Year Lease Term (with a minimum of 10 years)**
- **12% of Gross Sales (excluding alcohol sales)**

8. Contact information:

Luis Barbari – 5031 Dorado Drive #102, Huntington Beach, CA 92649
(714) 369-3777 -- Lberbari@yahoo.com

9. We are set-up as a California S-Corporation.

Ni-Lu Corporation
5031 Dorado Drive #102
Huntington Beach, CA 92649
EIN: 20-3747853

DBA: Lake Casitas Park Store
11311 Santa Ana Road #D
Ventura, CA 93001

10. Corporate Officers:

Nicolas Barbari: President
Luis Barbari: Vice-President and Treasurer.

5031 Dorado Drive #102 • Huntington Beach, CA 92649
(714) 369-3777 • Fax: (805) 649-1151

NI-LU CORPORATION

11. We have been operating the Lake Casitas Park Store for over 10 years now. We have gained invaluable experience through the years. We've increased sales 108% since taking over in 2011. We take pride in the layout, design and order of the Park Store.

Prior to the Park Store, we operated the Lake Casitas Bike Rentals (Cycles For Rent) from 2005-2010. Within the first year, we increased revenue by 187%. The second year, revenue increased another 17%. Even during our worst year (2009), the bike revenue was still 139% higher than the previous owner.

12.

- Business References:
 - Art Gonzalez – Straub Distributing – (714) 922-5081
 - Dave Schultz – Dave Schultz Firewood - (949) 412-1184
 - Susan Corrigan – Wilcor International – (315) 534-5945

- Personal References:
 - Peter Clayton – (949) 233-2877
 - Athanasios Koubouras – (562) 810-7012
 - Angela Hernandez – (702) 219-8056

13. Please see **attachment #3** for Financial Statement. It is **CONFIDENTIAL – NOT FOR PUBLIC RECORD.**

14. Credit References:

Steve's Grocery Dist.
3151 West Fifth Street
Oxnard, CA 93030
(805) 382-1414

Conaway Ice Dist.
1705 Donlon Street
Ventura, CA 93003
(805) 644-8060

Wilcor International
161 Drive Drive-In Road
Frankfort, NY 13340
(800) 346-2345

15. N/A

No history of any litigation.

16. N/A

No history of bankruptcy or foreclosures.

17. As a company, and personally, we are in a significantly better financial position than we were 10 years ago when awarded the Lake Casitas Park Store contract. We always make sure all our debts are taken care of before we spend on non-essential items. Thankfully, we live simply and run our businesses efficiently which allows us to weather the economic ups-and-downs which are so prevalent today.

NI-LU CORPORATION

Thank you again for the opportunities entrusted to us the past 15 years and we look forward to a partnership that lasts many more!

Lake Casitas Park Store
Rent History

<u>Month</u>	<u>2021 (12%)</u>	<u>2020 (12%)</u>	<u>2019 (11-12%)</u>	<u>2018 (11%)</u>	<u>2017 (11%)</u>	<u>2016 (11%)</u>
January	\$ (822.86)	\$ (1,398.25)	\$ (1,020.67)	\$ (922.65)	\$ (925.95)	\$ (1,076.32)
February	\$ (3,607.58)	\$ (1,933.05)	\$ (914.83)	\$ (1,401.10)	\$ (783.38)	\$ (1,882.20)
March	\$ (5,719.46)	\$ (1,187.93)	\$ (2,575.19)	\$ (2,501.16)	\$ (2,362.19)	\$ (3,635.51)
April	\$ (8,525.34)	\$ -	\$ (5,024.13)	\$ (3,512.19)	\$ (5,728.13)	\$ (3,820.22)
May	\$ (9,262.35)	\$ -	\$ (4,812.09)	\$ (4,628.52)	\$ (5,194.20)	\$ (4,642.47)
June	\$ (8,959.49)	\$ (1,540.02)	\$ (8,040.74)	\$ (7,710.67)	\$ (7,508.89)	\$ (7,136.48)
July	\$ (11,962.09)	\$ (6,300.06)	\$ (10,721.45)	\$ (10,001.23)	\$ (11,787.22)	\$ (11,656.64)
August	\$ (7,394.87)	\$ (8,370.16)	\$ (9,476.00)	\$ (7,252.74)	\$ (7,524.79)	\$ (7,349.07)
September	\$ (6,467.27)	\$ (6,632.64)	\$ (4,661.38)	\$ (5,513.84)	\$ (5,060.86)	\$ (4,558.23)
October	\$ (5,050.45)	\$ (6,009.55)	\$ (2,399.10)	\$ (2,033.40)	\$ (2,161.40)	\$ (2,624.07)
November	\$ (4,302.93)	\$ (3,943.60)	\$ (1,840.93)	\$ (1,828.86)	\$ (1,869.16)	\$ (1,927.43)
December		\$ (785.94)	\$ (814.31)	\$ (1,083.51)	\$ (608.14)	\$ (1,088.06)
May-Dec 2019 (1% Adjustment)			\$ (3,887.82)			
	<u>\$ (72,074.69)</u>	<u>\$ (38,101.20)</u>	<u>\$ (56,188.64)</u>	<u>\$ (48,389.87)</u>	<u>\$ (51,514.31)</u>	<u>\$ (51,396.70)</u>
		COVID YEAR				

**Lake Casitas Park Store
Profit & Loss**

Ordinary Income/Expense	<u>Jan - Dec 21</u>	<u>Jan - Dec 22</u>	<u>Jan - Dec 23</u>	<u>Jan - Dec 24</u>	<u>Jan - Dec 25</u>	<u>Jan - Dec 26</u>
Income						
Merchandise Sales	682,057.24	720,000.00	750,000.00	780,000.00	800,000.00	825,000.00
Total Income	<u>682,057.24</u>	<u>720,000.00</u>	<u>750,000.00</u>	<u>780,000.00</u>	<u>800,000.00</u>	<u>825,000.00</u>
Cost of Goods Sold						
Inventory	330,680.48	350,000.00	360,000.00	370,000.00	380,000.00	390,000.00
Total COGS	<u>330,680.48</u>	<u>350,000.00</u>	<u>360,000.00</u>	<u>370,000.00</u>	<u>380,000.00</u>	<u>390,000.00</u>
Gross Profit	351,376.76	370,000.00	390,000.00	410,000.00	420,000.00	435,000.00
Expense						
Advertising and Promotion	300.00	5,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Auto Gasoline	2,847.78	3,000.00	3,100.00	3,200.00	3,200.00	3,300.00
Auto Lease	1,705.60	1,705.60	0.00	0.00	0.00	0.00
Automobile Expense	3,480.46	3,480.46	3,480.46	3,480.46	3,480.46	3,480.46
Bank Service Charges	35.00	45.00	45.00	55.00	55.00	65.00
Business Licenses and Permits	330.23	350.00	350.00	350.00	350.00	350.00
Cash Over and Short	905.15	905.15	905.15	905.15	905.15	905.15
Charity/Donations	2,320.41	2,500.00	2,500.00	2,700.00	2,700.00	3,000.00
Equipment	1,305.55	3,000.00	3,000.00	5,000.00	3,000.00	2,000.00
Insurance Expense	14,369.59	15,000.00	15,500.00	16,000.00	16,500.00	17,000.00
Licenses/Permits	665.00	700.00	700.00	700.00	800.00	800.00
Meals and Entertainment	593.14	600.00	650.00	650.00	700.00	700.00
Membership/Subscriptions	250.00	250.00	250.00	250.00	250.00	250.00
Merchant Account Fees	8,737.03	8,800.00	8,900.00	9,000.00	9,100.00	9,200.00
Outside Services	2,426.25	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Payroll Expenses	150,643.28	170,000.00	180,000.00	190,000.00	200,000.00	210,000.00
Rent Expense	72,860.63	77,000.00	79,000.00	82,000.00	85,000.00	87,000.00
Repairs and Maintenance	2,863.84	3,000.00	3,000.00	4,000.00	4,000.00	5,000.00
Storage Unit	1,274.00	1,400.00	1,500.00	1,500.00	1,600.00	1,600.00
Supplies - Office and Store	329.87	500.00	500.00	600.00	600.00	600.00
Taxes	4,197.08	4,500.00	5,000.00	5,500.00	6,000.00	6,500.00
Travel Expense	356.31	500.00	600.00	700.00	800.00	900.00
Utilities	20,344.64	25,000.00	25,000.00	28,000.00	28,000.00	30,000.00
Total Expense	<u>293,140.84</u>	<u>329,736.21</u>	<u>338,480.61</u>	<u>359,090.61</u>	<u>371,540.61</u>	<u>387,150.61</u>
Net Ordinary Income	58,235.92	40,263.79	51,519.39	50,909.39	48,459.39	47,849.39



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN FARRAR INSURANCE 1000 Town Center Dr #100 Oxnard, CA 93036	CONTACT NAME: John Farrar PHONE (A/C. No. Ext): (805)604-9804 E-MAIL ADDRESS: farrarinsurance@aol.com	FAX (A/C. No): (805)604-9803
	INSURER(S) AFFORDING COVERAGE	
INSURED LAKE CASITAS PARK STORE NI-LU CORPORATION 11311 SANTA ANA RD #D VENTURA, CA 93001	INSURER A: FARMERS INSURANCE EXCHANGE	NAIC # 21652
	INSURER B: MID CENTURY INSURANCE	21687
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

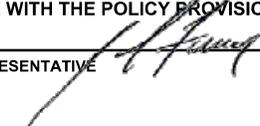
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	604996277	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			604996277	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N y	N/A	A09256128	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insureds: Insurance coverage is primary as respects the United States of America (USBR). Casitas Municipal Water District, its directors, officers, employees, agents and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

CASITAS MUNICIPAL WATER DISTRICT THE UNITED STATES OF AMERICA (USBR) C/O LAKE CASITAS RECREATION AREA 11311 SANTA ANA ROAD VENTURA CA 93001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Review and approval of consultant proposal to provide Casitas MWD 2022 redistricting services.**
Date: January 21, 2021

RECOMMENDATION:

Recommend approval of a consultant contract in the amount of \$27,670.00 to GEOInovo for Casitas MWD 2022 redistricting services.

BACKGROUND:

Casitas MWD last made an adjustment to its Division Boundaries in 2012, subsequent to the 2010 Federal Census.

2020 Federal Census data became available on September 30, 2021 and several local public agencies are in the process of review of the political boundaries of their respective elected officials.

During the October 22, 2021 Board Meeting staff provided preliminary census results by Casitas Division to the Board and the Board subsequently provided direction for staff to check with the California Special Districts Association (CSDA) for further information.

Staff has since sought and received proposals for redistricting services from consulting companies that specialize in demographic and redistricting work.

DISCUSSION:

Through the Casitas MWD GIS Department and use of the recently-released 2020 Federal Census data, Casitas Staff has been able to ascertain a rough estimate of the populations of each of the five Elective Divisions of Casitas' Board of Directors:

Division 1: **12,289**
Division 2: **11,802**
Division 3: **12,462**

Division 4: **13,587**

Division 5: **11,677**

The US Supreme Court established a guideline for State and local districting that states a difference between the largest and smallest district (total deviation) of up to ten percent will be assumed to be constitutional unless proven otherwise (White v. Regester - 1973).

Considering this guideline, the calculation is as follows:

Average: $(61,817/5 \text{ Divisions}) = 12,364$ per Division

Division 1: - **0.6%**

Division 2: - **4.5%**

Division 3: + **0.8%**

Division 4: + **10.0%**

Division 5: - **5.6%**

Total Deviation (Highest to Lowest): **15.6%**

The State of California has provided a revised deadline for adoption of maps through SB 594:

“The measure now requires all special districts to pass a board resolution adopting their updated maps by April 17, 2022 if their regular election is on the same day as the statewide November 2022 general election.”

The Casitas Board will need to hold at least one formal hearing prior to the adoption of updated Division maps.

Staff was able to obtain two consultant proposals for assistance with the redistricting analysis.

These firms can analyze and advise the Board on demographics issues outside the population balancing analysis that Casitas staff has completed. Both firms have adequate background and experience to complete this task.

1. Redistricting Partners – Sacramento, Ca.

Basic Package - \$33,000.00

- Up to three Board meetings (anticipated to be remote).
- Mapping & Demography services for draft maps. Will track and incorporate all public comment from public meetings. Will submit maps to post on website

based on public input in 3 formats, and will work with County registrar to ensure that final maps are delivered accurately in requested formats.

- Project Meetings with district staff – assume three monthly meetings (anticipated to be remote).

Additional services available at an extra cost.

2. GEOInovo Solutions Inc. – Murrieta, Ca.

Basic Service - \$27,670.00

- Task 1: Project Planning, Draft Demographic & Statistical Analysis
- Task 2: Community Meetings/Hearings/Input • Up to 3 community meetings (anticipated to be remote)
- Task 3: District Map Iterations of Potential Boundaries
- Task 4: Presentation Support of Potential Maps to District
- Task 5: Adoption of Final Map
- Community Input Map (Light weight mobile app)

Additional services are available at an extra cost.

A copy of both proposals are attached.

CONCLUSION:

Given the changes to Division populations as a result of the 2020 Census, Casitas should undergo a redistricting process to balance the populations.

While Casitas staff has been able to complete an adequate basic population analysis, a consultant should be engaged to ensure other demographic considerations are being properly evaluated.

GEOInovo appears to have the most comprehensive proposal and are recommended for award.

2022

Proposal to Provide Demographic Analysis and Mapping Services



GEOinovo Solutions Inc.
Casitas Municipal Water
District
1/9/2022

Table of Contents

- 1. Cover Letter 1
- 2. GEOinovo Company Profile 3
 - 2.1. La Cresta Demographics Overview 4
- 3. Experience 4
 - 3.2. Proposer’s Experience with Census Tract Data 9
- 4. Scope of Work 9
 - 4.1. Solution Overview..... 9
 - 4.2. Scope of Work..... 11
 - 4.3. Timeline 14
- 5. References 14
- 6. Staff Overview..... 19
 - 6.1. Organization Chart 19
 - 6.2. Staff Resumes..... 20
- 7. Cost Proposal..... 25

1. Cover Letter

Redistricting is crucial and necessary for representative and functional governance. Casitas Municipal Water District (District) is seeking demographic services to assist with your redistricting process. GEOinovo Solutions Inc. (GEOinovo) provides demographic and mapping services that meet the multiple California and Federal laws regarding redistricting. As part of the redistricting process GEOinovo will work closely with the District’s Board of Directors and District staff to meet the legal requirements related to redistricting. For this project, the GEOinovo Team will consist of GEOinovo and our subcontractor La Cresta Demographics.

As a GIS company, GEOinovo supports our clients with geospatial analysis, reports, dashboards, and mapping services. GEOinovo has a simple goal, to solve complex problems through the innovative use of Geographic Information Systems (GIS). Our comprehensive solutions and extensive staff experience will provide the District with first-class demographic services and demographic mapping. We will support the creation of the new district maps for the distribution to the District. Our experience is augmented by our participation in the Esri, Inc. Partner Program allowing us greater access to Esri’s GIS technology.

Our staff has extensive experience with local government / municipal mapping, providing GIS mapping services, and demographic analysis. We create demographic maps for redistricting and are experienced with the process and collaborating with relevant parties such as lawyers, demographers, and the community to meet local, state, and federal regulations. Our experience includes developing and presenting maps to Board’s of Directors, Local Government Officials, and the community at large using GIS and demographic data.

We believe our Team is the most suited to provide services to District because of our experience and familiarity with Section II of the Federal Voting Rights Act of 1965, the California Voting Rights Act of 2001, and the California Fair Maps Act of 2019. We have reworked and eliminated poor redistricting efforts by leveraging our demographic experience and working closely with appropriate law firms to ensure legal compliance. We use federal, state, and county data to complete our demographic and voter participation analysis and draft district maps. We understand that redistricting is both a necessity and an art. It is critical to maintain compliance with federal and state regulations and also ensure community cohesiveness and inclusion.

Community level engagement is critical to meeting the California Fair Maps Act best practices. Our Team has collaborated with community organizations to reach out to underrepresented populations throughout California through events and small meetings. This work involved creating maps and infographics to share critical information within the community. Using visuals helps everyone understand the importance of redistricting and helps inform the community. The District is not required to follow the regulations under the California Fair Maps Act. For this reason, we have provided tiered pricing and options so the Board of Directors can make the best decision for the District. We recommend that the District follow the California Fair Maps Act in part or in full as it provides an excellent blueprint for redistricting best practices.

The GEOinovo team values close, interpersonal, and transparent relationships with project participants at every level. We are a leading provider of innovative geospatial solutions in the field with a known reputation for performance, quality, and reliability.

We believe that our solid reputation, experience in the field, and selected staff provide the necessary services that will meet District's requirements and allow for a smooth transition to district-based voting. We look forward to working with you to meet your redistricting needs.

Please contact me if you have any questions regarding this proposal or are ready to move forward.

Sincerely,

A handwritten signature in black ink that reads "Luciane Musa".

Luciane Musa, GISP - CEO
39252 Winchester Rd. #107-125
Murrieta, California 92536

GEOinovo Solutions Inc.
Phone: 951-852-5205
Email: lmusa@geoinovo.com

2. GEOinovo Company Profile

GEOinovo was founded in 2014 and incorporated in January 2018. We are a woman-owned, minority-owned, and small business enterprise offering exceptional geospatial analysis, data analysis, GIS and software integration, and program design services to meet the unique needs of our clients. Our team brings over 80 years’ experience and success to each project and is guided by our passion for delivering unmatched quality and unsurpassed services.

As a team comprised of talented individuals from diverse backgrounds such as GIS professionals, demographers, anthropological professionals, and former military personnel, we offer unique insight into each project. GEOinovo provides our partners with well-rounded knowledgeable staff, unique technical and project expertise, strong partnership and leadership skills, and most importantly meticulous and dedicated support. Our experience includes:

- Cartography (Mapping and Visualization)
- Data/Database Management
- Redistricting
- U.S. Census Bureau Data Knowledge
- GIS Architecture Design & Implementation
- Public Hearings and Public Outreach
- Map Production and Publication
- ArcGIS Dashboard Configuration
- Forecasting and Modeling Hypothetical Scenarios



California Small Business Designations:

- SB(Micro) #2009714
- WMBE #17001156
- DBE #45531
- SBE # 20159741

Unmatched in our field, GEOinovo is motivated and driven to provide unique geospatial solutions, open communications and accountability, exceptional relationships, and excellent customer service.

Year Founded:	Location:
2014	39252 Winchester Rd. #107-125
Number of Employees:	Murrieta, California 92536
4	

2.1. La Cresta Demographics Overview

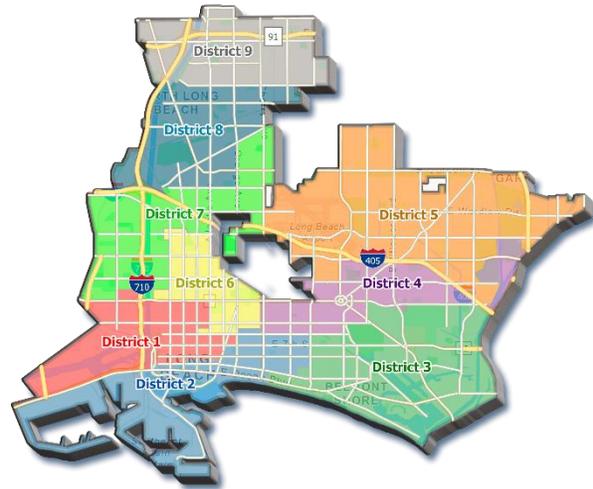
Mr. Jesus Garcia founded La Cresta in 2014 to provide demographics analysis, community outreach, and redistricting services to government agencies throughout the United States. The La Cresta team leverages over 30 years of experience and expertise in voting rights, data analysis, community engagement, and demographic analysis and presentation. La Cresta staff has supported over 20 California Voting Rights Act cases, providing subject-matter expertise in demography, voting rights, and redistricting regulations. The exceptional professional experience of La Cresta enables us to effectively communicate with policymakers and citizens every step of the way to ensure fair and equitable outcomes for all community stakeholders.

3. Experience

Demographic Mapping

The GEOinovo Team brings many years of experience with demographic mapping to this project. This experience includes redistricting many cities, school districts, healthcare districts, and other local jurisdictions across the State of California. We use data from the U.S. Census Bureau, American Community Survey (ACS), and the California Redistricting Statewide Database to populate our maps and shapefiles. Our experience includes the use of the industry recognized Esri platform, including Districting for ArcGIS, Dashboard, and ArcGIS Online. We provide maps in shapefiles, paper maps, or through the web.

Specifically, the GEOinovo Team uses the data from the Decennial Census, American Community Survey, and the California Statewide Redistricting Database to analyze population consistency and concentrations throughout the area of interest. This includes mapping the total population by race, ethnicity, population over the age of 18, and Citizen Voting Age Population by Race and Ethnicity (CVAP). We understand the importance of drawing districts that meet the requirements of the Voting Rights Act such as preserving communities of interest (COI) for fair representation.



Voting Rights

Ensuring compliance with the Federal and California Voting Rights Acts is critical for project success and minimizing the risk of litigation. The GEOinovo Team has supported projects to update school district boundaries to meet Voting Rights Act requirements. This work included a thorough demographic analysis of the area of interest, understanding of the requirements of the Voting Rights Acts (Federal and California), district geography, voter registration, and voting trends. Federal and California Voting Rights laws apply to redistricting projects from council

districts to water districts. The GEOinovo Team has experience using U.S. Census Bureau data and conducting Citizen Voting Age Population (CVAP) analysis' with consideration of the Federal Voting Rights Act requiring that a district be created that encompasses a population of 50 percent plus 1 of a racial/ethnic protected group.

Federal Voting Rights

The GEOinovo Team has worked on many voting districts projects that required deep understanding of the Federal Voting Rights Act of 1965 and its application in redistricting. The Federal Voting Rights Act established, under law, the prohibition of discrimination on the basis of race, color, or membership in one of the language minority groups. Possible violations include the creation of unusually large districts, majority-vote requirements, exclusion of members of a minority group from candidate slating processes, and other elements of redistricting. Violation of the Federal Voting Rights Act can lead to legal challenges and federal lawsuits. To minimize the possibility of litigation, the GEOinovo Team relies on our experienced staff and collaboration with legal teams, as necessary.

California Fair Maps Act Best Practices

The GEOinovo Team recommends following the California Fair Maps Act best practices. The purpose of the Fair Maps Act is to ensure that redistricting creates maps that represent the demographic makeup of a community and prevent the dividing of communities of interest into separate districts. The GEOinovo Team is experienced with applying the best practices of the Fair Maps Act to our redistricting projects.

The GEOinovo Team supported the redistricting of the Hacienda La Puente Unified School District while complying with the industry best practices of creating geographically contiguous districts, districts providing racial minorities with an equal opportunity to participate in the political process, without being diluted, and minimizing the division of communities of interest to the extent practicable.

Community engagement is critical to complying with the Fair Maps Act. The GEOinovo Team is familiar with online tools such as public-facing web maps that allow community members to submit their own community of interest (COI) areas as shapefiles. Engaging the public and public outreach is the responsibility of the District. Our Team has experience working with districts and local governments to actively engage with the community and encourage participation in the redistricting process.

3.1.1. Staff Highlight: Demographer

Jesus Garcia is the founder of La Cresta Demographics and will be leading our demographer and statistical analysis team for the District redistricting project.

	Jesus Garcia
Role	Demographer
Statistical/Demographic Analysis	✓
SAS	✓
Census Data:	✓
• PL94-171	✓
• American Community Survey	✓
• Citizen Voting Age Population	✓
Statistician for the US Census Population Division	✓
Demographic Mapping	✓
Voting Laws:	✓
• Federal Voting Rights Act 1965	✓
• California Voting Rights Act 2001	✓
• California Fair Maps Act 2019	✓

3.1.2. GEOinovo Staff Highlight: GIS / Analysis

	Luciane Contract Administrator	Alex Project Manager	Ming Senior Consultant
Role			
ArcGIS Pro / Desktop	✓	✓	✓
ArcGIS Online	✓	✓	
Data Management	✓	✓	✓
Model Builder	✓	✓	✓
Operations Dashboard	✓	✓	
Database Management	✓	✓	✓
Field Data Collection	✓	✓	✓
Demographic Mapping	✓	✓	✓
Statistical Analysis	✓	✓	
Cloud Management & Deployment	✓		✓
SAS	✓		
Software Integration	✓	✓	✓
Software Scripting	✓		✓
QA/QC	✓	✓	✓

Council District Mapping for San Marcos

The GEOinovo Team worked with a contract demography firm for the City to prepare draft council district boundaries for new voting districts. The demographer worked with the City’s legal team to analyze local demographic data and ensure compliance with the Federal Voting Rights Act and California Voting Rights Act. Draft council district boundaries were submitted to GEOinovo GIS staff for QA/QC to ensure geographic requirements were met for voting districts. The review process included any necessary edits to ensure city council districts were contiguous, provided in the appropriate geographic projection, contained required attribute fields, and met geometry requirements for analysis and display in web maps and printed maps.

In this case, attention to detail was very important to ensure accurate and useful geometry for the approved council districts. The GIS staff utilized local knowledge and expertise to align approved district boundaries with street centerlines, parcel boundaries, and city limits. These edits have proven to be very useful to elected officials verifying addresses and streets within individual districts and to the City Clerk staff responding to public requests for council district information via the Council District web map.

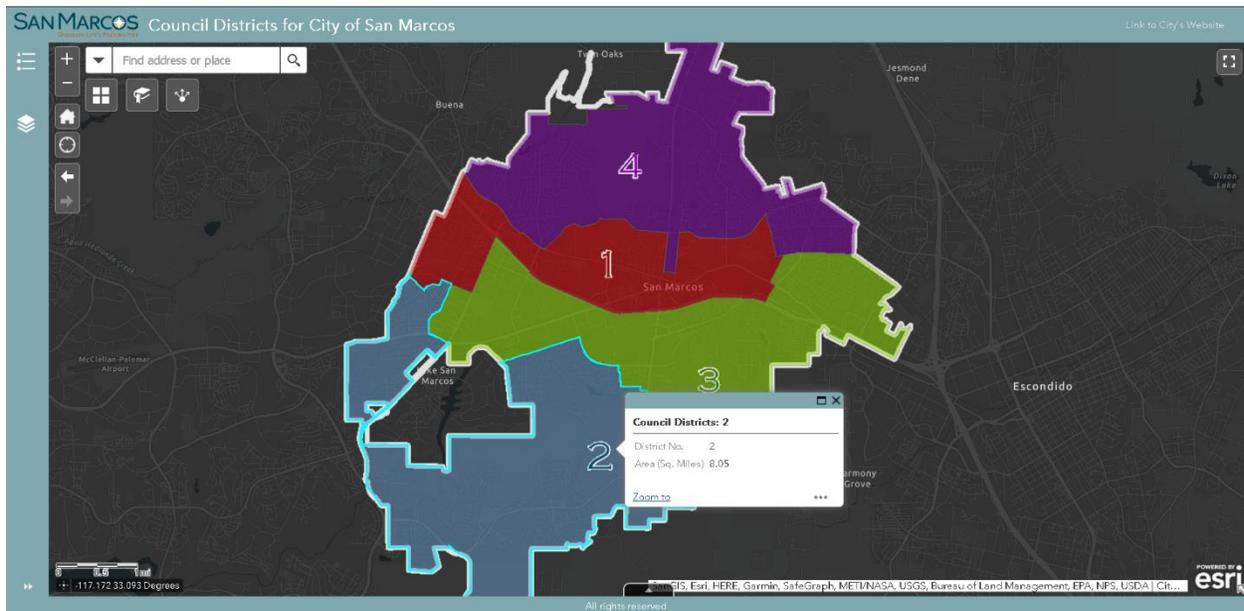


Figure 1 Interactive web map of City Council Districts in San Marcos, CA. The link to the interactive web map is located [here](#).

Redistricting Trainings & Public Informational Sessions

The GEOinovo Team has experience providing various forms of trainings and informational sessions to the public and customer organizations. Our experience includes:

- Formal presentations to City Councils and Boards of Directors.
- Informal workshops providing an inclusive environment for the public to ask questions and participate in the redistricting process.
- Presentations of the maps and data analysis to community groups.
- Demonstrations of digital mapping tools.
- Demonstrations of informational tools including dashboards.

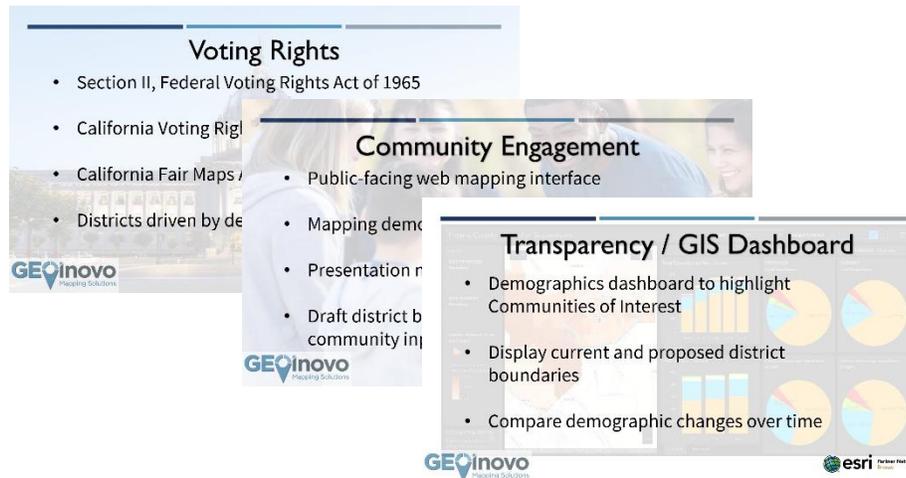


Figure 2 The slides above are from our various presentations regarding Voting Rights, Community Engagement, and providing a GIS Dashboard to improve transparency during redistricting efforts.

3.2. Proposer’s Experience with Census Tract Data

The GEOinovo Team has many years of experience working with Census Tract data for GIS and demographic analysis projects. Census data was used to provide demographic mapping and analysis data to public safety dispatch centers to better understand the communities they serve and identify areas where service can be improved, especially for communities with significant quantities of non-English speakers. We have collaborated with local governments to identify census tracts and block groups eligible for federal Community Development Block Grants (CDBG), specifically for the development of affordable housing for low- and moderate-income residents.

Census tract and block data are the foundation for mapping and statistical analysis for redistricting projects. The GEOinovo Team has provided services for school districts, county board of supervisors, city council districts, fire districts, community college districts, and more.

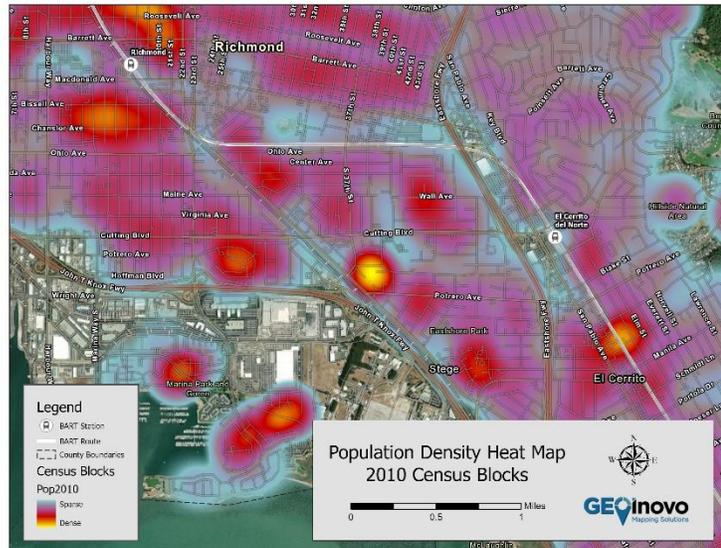


Figure 3 The above map provides a population density analysis using 2010 Census Block data using Esri software.

4. Scope of Work

4.1. Solution Overview

The GEOinovo Team proposes the following project progression: (1) project planning and demographic analysis, (2) community meetings/hearings/input, (3) create and evaluate draft maps, (4) submit three draft/proposed maps and boundaries for final evaluation, and (5) adoption of the final map.

We incorporated best practices of the Fair Maps Acts to maximize transparency. All of the criteria are implemented "to the extent practicable". Although the District is not required to follow the requirements of the California Fair Maps Act, we recognize there are many redistricting best practices from the Act. We include these best practices in all of our redistricting efforts. The one difference between our proposal and the California Fair Maps Act is the number of community engagement meetings provided by the District to the community. To follow the Fair Maps Act, the District would have to provide five (5) community engagement meetings. We are offering service tiers with different levels of community engagement meetings. Further details are provided in section [7. Cost Proposal](#).

4.1.1. Demographic & Statistical Analysis

Demographic and statistical analysis starts with data collection. We use Census Bureau Data from the American Community Survey, Redistricting Data from the California Statewide Redistricting Database, and Data from the County Registrar of Voters. Combining these data allow for a complete understanding of the district. After the initial maps and geospatial analysis are completed, it is critical to engage with the community to better understand the reality of communities of interest (COI) on the street level.

4.1.2. California Fair Maps Act Requirements

Adopted district boundaries shall adhere to the following criteria in the following order of priority.

- 1) Districts shall be geographically contiguous.
- 2) Districts shall maintain the geographic integrity of local neighborhoods or Communities of Interest.
- 3) To the extent practicable, maintain geographic integrity and minimize the division of cities or census designated places.
- 4) Districts shall be drawn to encourage geographical compactness. This should be done to the extent practicable as long as it does not conflict with the preceding criteria.

4.1.3. GEODistrict Software

GEOinovo developed our proprietary web mapping tool, GEODistrict. This tool was developed to support our redistricting efforts and meets the community engagement requirements of the California Fair Maps Act. GEODistrict enables community members to share their input in the redistricting process by identifying geographic areas that are important to them. The tool provides basic functionality to create or edit election districts or Communities of Interest (COI) and submit those areas for consideration when creating new election districts after the release of the decennial census. GEODistrict is used for all types of redistricting projects, including cities, counties, school districts, transportation districts, healthcare districts and municipal water districts. The simple interface enables the public to provide their input for districts and communities of interest that accurately reflect local priorities. Community input submitted via the GEODistrict web mapping tool is a useful resource for demographers to create districts that comply with relevant voting laws and provide fair and equitable representation to all residents.

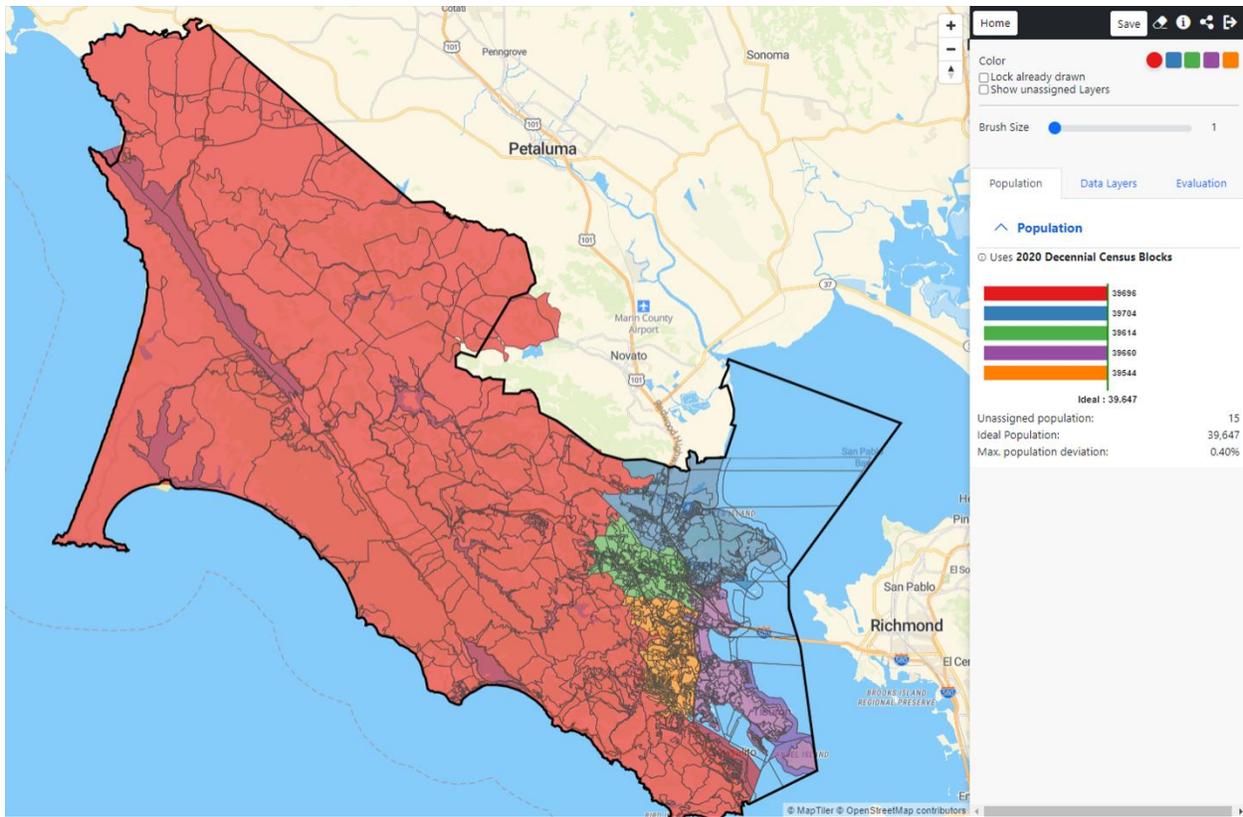


Figure 4 The above graphic shows the interface of the GEODistrict mapping tool. This sample map shows population-balanced city council districts for Marine Healthcare District.

4.2. Scope of Work

The GEOinovo Team anticipates the following schedule for the scope of work. Should changes be required, we will work with District.

Throughout the project we will:

- Assist District as may be required in all facets of developing and implementing the final district boundary, map, including submittal of maps to the Registrar of Voters.
- Actively participate and present information (as needed) in all meetings/hearings.
- Review and advise on the District’s redistricting process and final map to ensure compliance with the federal, state, and local laws.

Task 1: Project Planning with Draft Demographic & Statistical Analysis

Summary: Project Planning, Draft Demographic Maps, Public Hearings/Meetings.

Tasks:

- Initial meeting with District Board of Directors
- Advise and educate the Board of Directors regarding the redistricting process, including all applicable federal and state laws.
- Assist with the preparation of reports and presentation materials for public hearings.
- Develop a project calendar for the redistricting meetings in coordination with District staff.

- Data acquisition in preparation for demographic and statistical analysis.

Task 2: Community Meetings/Hearings/Input

Summary: Identification of communities of interest (COI), Public Hearings/Meetings

Tasks:

- Educate and inform the Board of Directors in a public setting on the redistricting process, Federal Voting Rights Act, California Voting Rights Act, and other applicable election laws.
- Configure the GEODistrict web mapping tool for the District and the public to draw their own district boundaries and guide users in complying with applicable laws and requirements.
- Provide trainings for GEODistrict in an objective, non-partisan informational manner, and not attempt to persuade the participants in any way. during the public engagement events. Train District Staff on how to use the tool.
- Assist with the preparation of reports and presentation materials for public hearings.

Task 3: District Map Iterations of Potential Boundaries

Summary: Data processing of U.S. Census Data from PL94-171 Redistricting Data. Process additional community drawn maps.

Tasks:

- Evaluate draft maps prepared by the Board of Directors and the public to ensure they are population balanced and satisfy the requirements of the Voting Rights Acts and other applicable elections laws.
- Assist with the preparation of reports and presentation materials for public hearings.
- Provide data summary files to the Board of Directors, and update any digital interface previously used for demonstration and informational purposes to reflect the 2020 U.S. Census data.
- Make modifications to draft district boundary maps based on input from the District and the community.
- New district boundaries will undergo quality checks to ensure that districts adhere to easily recognizable landmarks and physical designations for each district.
- Upon assessment of draft district boundaries, we will propose alternatives as needed to comply with applicable laws and requirements.

Task 4: Presentation Support of Potential Maps to the District

Summary: Presenting the draft map options to the Board of Directors.

Tasks:

- Final evaluation of proposed districts and final adjustments to bring the maps into compliance with state and federal voting laws prior to presentation to members of the Board of Directors.
- Assist with the preparation of reports and presentation materials for public hearings.

Task 5: Adoption of Final Map

Summary: Final map presentation and adoption of the final plan approved and implemented.

Tasks:

- Assist with the preparation of reports and presentation materials for public hearings.
- All updated GIS data shall be provided to District in Esri shapefile format and be in State Plane Coordinate System California Zone V – NAD 83.
- Assist the Board of Directors and District staff as may be required in all facets of developing and implementing the final district boundary map. Data will be provided to District staff for final submission to required government entities.

Dashboard

The GEOinovo Team offers a map-based GIS dashboard as part of the services for the District redistricting process. The dashboard is a powerful tool that enables the Board of Directors, residents, and community members to visualize complex demographic data in an interactive and approachable way. The dashboard enables the user to view demographic and population data for current districts and compare them to proposed district boundaries based on the latest U.S. Census data. We are excited to offer this capability to the District for increased transparency throughout the redistricting process.

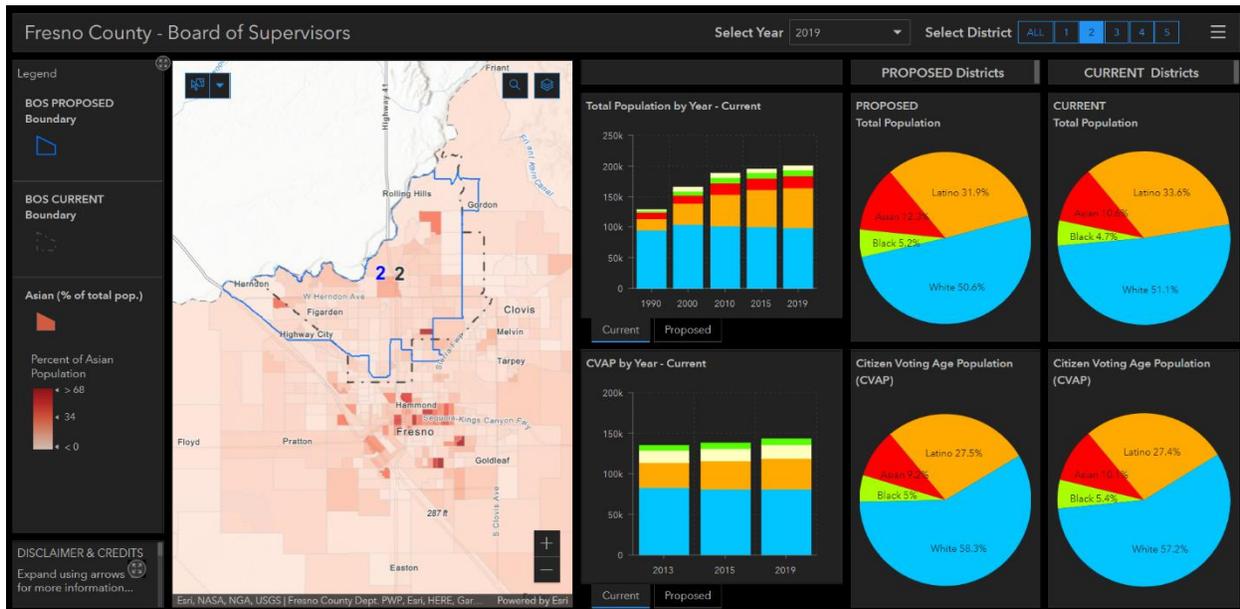


Figure 5 ArcGIS Dashboard displaying district boundaries and demographic data for the Fresno County Board of Supervisors. Interactive charts and graphs are combined with a map to communicate demographic and spatial information in one easy-to-use web tool.

Assumptions

The GEOinovo Team will:

- Analyze Census data, statistics, and demographics.
- Provide a user-friendly experience for the public and the Board of Directors for map and boundary drawing.
- Inform the District if we identify possible redistricting violations during the map drawing process.
- Provide mapping software training online to the public for map submissions.

- Evaluate the draft maps prepared by various individuals and entities to determine whether they are population balanced and satisfy the requirements of the Voting Rights Act.

Employ any software necessary, including statistical software and GIS software to create district maps, analyze Census data, statistics, and demographics, and provide District with reports as requested and required.

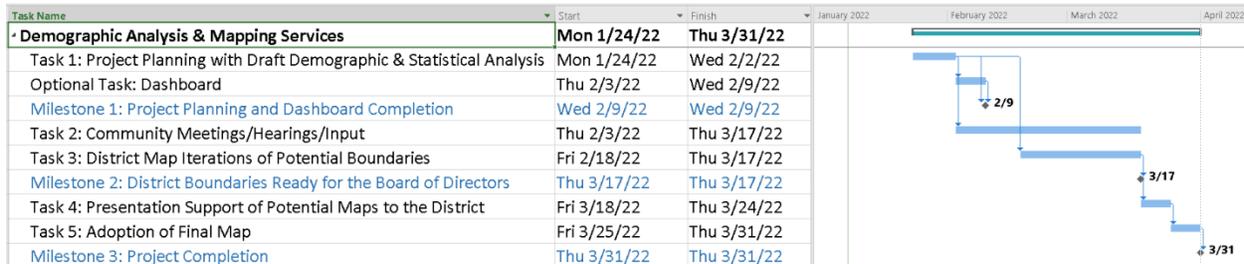
District Responsibilities

District will be responsible for the following:

- Schedule and hold community outreach meetings in a timely manner to incorporate public comments into the analysis and for transparency.
- Community outreach and engagement activities will be managed or contracted separately by District.
- District will be responsible for providing translation/interpretation services to the community.

4.3. Timeline

The following timeline provides an overview of the anticipated tasks and duration for each phase of the redistricting process. We have assumed a start date of January 24, 2022. Once we have the actual start date, we will work with District to adjust, as necessary. The schedule below is a sample. The final schedule will be completed during Task 1: Project Planning and Draft Demographic & Statistical Analysis.



5. References

Hacienda La Puente Unified School District

REDISTRICTING: HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

Reference Contact

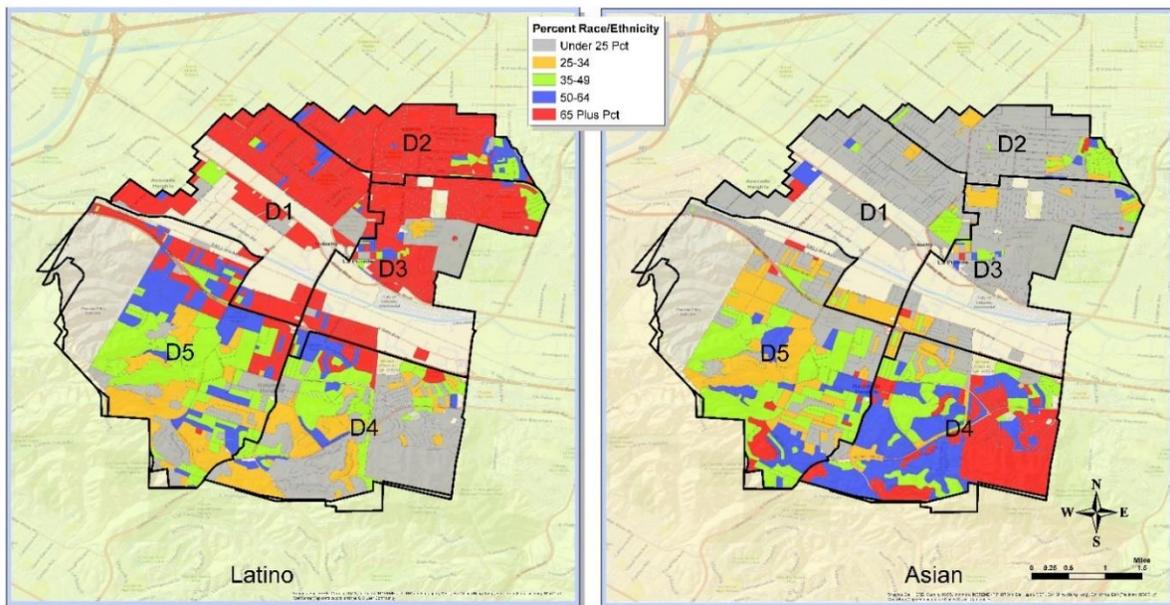
Name	Gilda Ochoa	Title	Chair
Group/Division	Juntos Podemos	Phone	626-646-6826
Email	Gochoa@pomona.edu		
Address	P.O. Box 3782, La Puente, CA 91744		
Date of Project	August 2019 to March 2020		

Project Summary

Juntos Podemos is a community based organization that was responsible for coordinating the community engagement with regard to the redistricting of the Hacienda La Puente Unified School District.

The GEOinovo Team provided Demographer/Statistician services on behalf of the community of the Hacienda La Puente Unified School District. This work included demographic analysis, community engagement, participation in public hearings, producing district maps using input from the community, and implementing best practices of the California Fair Maps Act prior to its official passage into law.

The District was under threat of lawsuit under the State of California Voting Rights Act (CVRA) to eliminate at-large voting for board members. Legal changes in redistricting required the District to redraw their council districts to improve protected minority representation. To engage with both the board and the community, the GEOinovo Team provided statistical and demographic analysis of the proposed council districts and produced maps to help the board and the community better understand issues with the district boundaries.



Map 2: Hacienda La Puente Unified School District
Race/Ethnicity by Proposed Board of Education District Areas
2020

Figure 6 The above demographic maps show the percentage of the population that is Latino and Asian in the Hacienda La Puente Unified School District. Mapping demographic data provides an excellent visual tool to present data to the Board of Supervisors and the community. In this example, the district boundaries accounted for the percentage of a specific area that is made up of a majority racial/ethnic population.

The redistricting process followed the following progression: (1) demographical and statistical analysis of the population in the District, (2) mapping communities of interest (COI), (3) community meetings/hearings/input, (4) creating three map iterations of the potential district boundaries, and (5) presenting potential maps to the board of education.

Our methods for community engagements are similar to the processes now required by the California Fair Maps Act. Each stage in the process is critical for meeting the California Fair Maps and Section II of the Federal Voting Rights Acts best practices and regulations. The GEOinovo Team has experience supporting these best practices.

Whittier Union High School District

REDISTRICTING: WHITTIER UNION HIGH SCHOOL DISTRICT

Reference Contact

Name	George Prather, PhD	Title	Project Manager
Group/Division	Whittier Voters Coalition	Phone	323-696-5091
Email	georgemprather@gmail.com		
Address	6055 Bright Ave, Whittier, CA 90601		
Date of Project	January to December 2018		

Project Summary

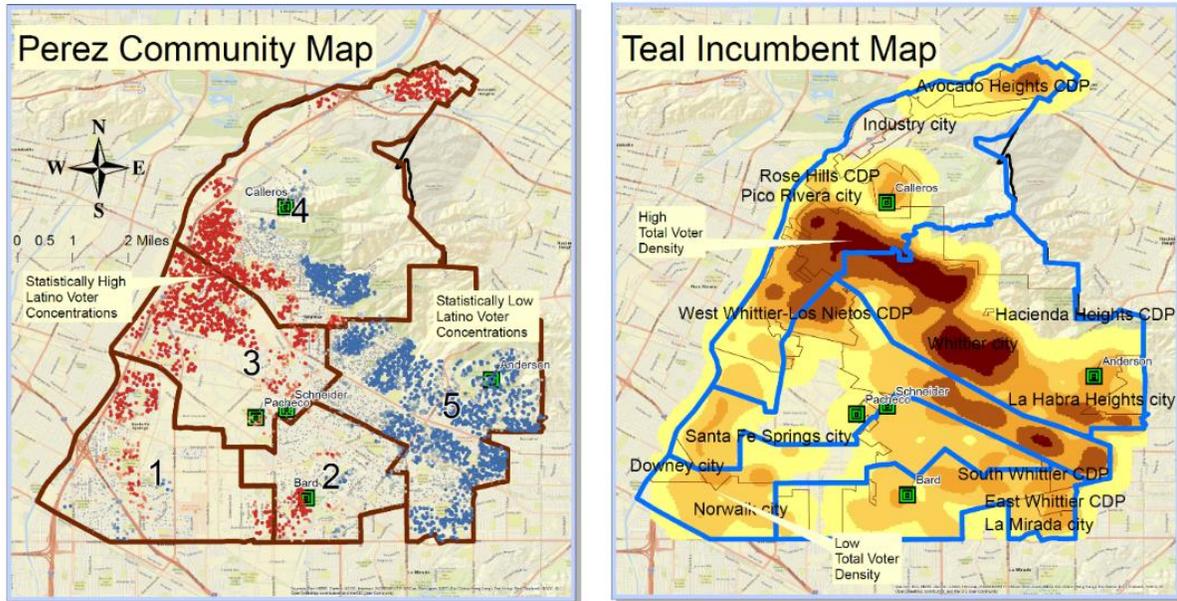
The Whittier Voters Coalition is a community based organization that was responsible for coordinating community engagements with regard to the redistricting of the Whittier Union High School District.

The GEOinovo Team provided Demographer/Statistician services on behalf of the community of the Whittier Union High School District. This work included demographic analysis, community engagement, participation in public hearings, producing district maps using input from the community, and implementation of best practices of the California Fair Maps Act prior to its official passage into law.

The District was under threat of lawsuit under the State of California Voting Rights Act (CVRA) to eliminate at-large voting for board members. Legal changes required the District to redraw their board districts to improve representation of protected classes. To engage with both the board and the community, the GEOinovo Team provided statistical and demographic analysis of the proposed districts and produced maps to help the board and the community better understand issues with the district boundaries.

The redistricting process followed the following progression: (1) demographic and statistical analysis of the population in each District, (2) mapping communities of interest (COI), (3) community meetings/hearings/input, (4) creating two map iterations of the potential district boundaries, and (5) presenting potential maps to the Board of Education.

Our methods for community engagement are similar to the processes now required by the California Fair Maps Act. Each stage in the process is critical for meeting best practices and regulations of the California Fair Maps Act and Section II of the Federal Voting Rights Act. The GEOinovo Team has experience supporting these best practices.



Hot Spot Analysis
Latino vs Non Latino Voters
November 2017

Density Analysis
All Voters
November 2017

Figure 7 The above maps show the work the GEOinovo Team completed to re-do the voting districts produced by a different firm (the Teal map on the right). The redistricting map to the left – by the GEOinovo Team – accounts for voter location data as a core component for preserving communities of interest. Both maps represent the spatial concentration of geocoded individual registered Latino voters by competing proposed districts in Whittier Union High School District. As a result of the updated map, the community of Los Nietos Santa Fe Springs has achieved fair representation for the first time.

San Diego Regional Public Safety GIS Program

SAN DIEGO REGIONAL PUBLIC SAFETY GIS PROGRAM

Reference Contact

Name	Jennifer Libby-Jones	Title	Communications Manager
Group/Division	North County Dispatch JPA	Phone	(858) 400-2803
Email	Jlibby-jones@sdrecc.org		
Address	16936 El Fuego, Rancho Santa Fe, CA 92091		
Date of Project	September 2017 to June 2021		

Project Summary

The GEOinovo Team provided staff for the RPSG project both for regular staff augmentation as well as additional project support. We staffed the project with three remote positions. The Regional Public Safety

Geodatabase Program aims to create standardized data, products, and geospatial services for fire, medical, and law enforcement personnel within San Diego County. Our talented team provided services in modeling, designing, documenting, programming, maintaining, and testing Geographic Information Systems (GIS) applications, models, procedures, and software routines to automate geographic analysis and data processing. Our responsibilities included budget oversight duties, geodatabase design, administration, and automated processing tools, including GIS programming, managing the successful deployment and maintenance of many GIS deliverables.

While this project directly benefitted the public safety agencies, the contributions and work performed by the GEOinovo Team expanded and touched multiple aspects of the County, including transportation planning, traffic, construction, utility management, impact forecasting, community relations, and more. This project included significant effort and work across multiple sub-projects. For clarity we have provided a summary of the demographic services we performed.

Demography and Analysis

The role of demographics in Fire Safety is a crucial aspect of serving our communities better. In support of public safety, the GEOinovo Team performed a demographic, geospatial analysis of the communities supported by RPSG. We obtained demographic data from the U.S. Census Bureau for the area each dispatch center supported. This data included population count, language spoken, race, age, and gender. Using the Census data, we determined which dispatch centers would need to improve their services to meet the needs of the predominate language spoken in that area.

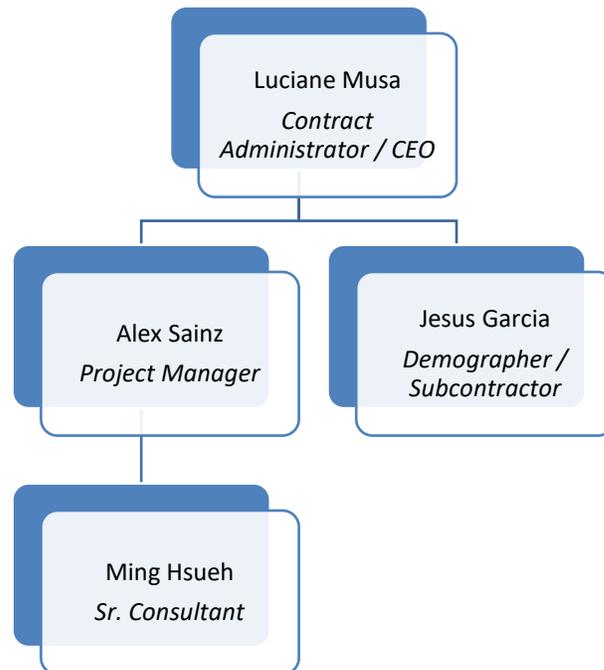
With new developments throughout the county, a population growth study was needed to analyze what areas may need additional support. More than two thousand preplan fire maps were created to identify buildings, types of occupancies, and assist firefighters with emergency response planning. U.S. Census Bureau statistics data were used to quantify the number of homes without smoke alarms. This data was used by the California Fire Prevention Organization to install free smoke alarms. Fire statistics were collected after wildland fires. These data included the number of burned acres of land, structures destroyed, the number of casualties, people evacuated, and evacuation shelters used. The GEOinovo Team developed an incident dashboard that provided fire incident statistics such as structure, vehicle, vegetation, trash, property, and unclassified fires. The GEOinovo Team created and updated various maps such as the Fire Protection District Boundaries, fire responsibilities areas, and Fire Station Locations.

6. Staff Overview

We have assembled a team of experienced staff to provide full Demographer, GIS, and Mapping services for this project. Combined, our Team has more than 100 years of experience with demographic analysis and GIS. Our demographic services include experience with the Redistricting Database for the State of California and experience communicating data summary results to public policy decision makers. We provide GIS services from GIS data cleanup to advanced GIS analysis and modeling. As a technologically forward-thinking Team we strive for process improvement and automation of GIS, database, and data management functions through software development, widget creation, and scripting. Our Team supports demographic projects with statistical analysis, reports, and understanding of voter requirements for both the U.S. Federal Government and the California State Government. We work collaboratively to bring these technical components together for products that are easy for policy makers to understand and share with the public. To support our technical staff and partners, we offer Project Management expertise in GIS and software development. The organizational chart below includes both staff and subcontractors who will support District.

6.1. Organization Chart

Below is the anticipated project organization.



Luciane Musa: Contract Administrator / Senior GIS Analyst – responsible for project coordination, schedule adherence, cost adherence, risk mitigation, compliance with scope of work, and any other project management related tasks.

Jesus Garcia: Demographer / Subcontractor – responsible for demographic and statistical analysis, consulting on the compliance with the Federal and State redistricting laws, best

practices, and compliance. He will attend community engagement meetings, work closely with District Staff.

Alex Sainz: Project Manager / Senior Consultant – responsible for project coordination, schedule adherence, compliance with scope of work and any project management related tasks. Will work closely with District Staff. He will support the mapping of the draft and final district maps and will attend community engagement meetings whenever needed.

Ming Hsueh: Senior Consultant – responsible for processing the community maps and outreach data.

6.2. Staff Resumes

{Remainder of page intentionally left blank.}

Summary

Ms. Musa is the CEO and Founder of GEOinovo, where she oversees strategic direction, company operations, and strategic relationships. Going beyond her duties as CEO, Ms. Musa is a certified GISP and acts as a Project Manager and Senior GIS Analyst on company projects. A pioneer in her field, Ms. Musa helped mold the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) requirements that govern the data standards per Department of Defense (DoD) policy. She established geospatial standards, implemented and maintained GIS system architectures, and created workflow processes. She heads projects across various fields, including environmental, public works, utilities, engineering, transportation, military training initiatives, real estate, and public safety.

Selected Experience

GIS System Administrator/Project Manager, San Diego Regional Public Safety (RPSG) GIS Program

Ms. Musa’s responsibilities included preparing GIS data to be consumed by Tritech 911 CAD and Mobile MDCs and editing public safety data such as Address Points, Street Centerlines, Buildings, and Hydrants. She reconciled, validated, and ensured data accuracy in support of three 9-1-1 Dispatch Centers within San Diego County and managed the GIS Public Safety Repository Database for the entire county. She was responsible for the maintenance and administration of GIS software such as GIS SDE and SQL databases. She published and managed web services from ArcGIS Server, Portal, and ArcGIS Online. In addition, she designed, planned, and implemented an improved GIS architecture to support advanced GIS software and extensions, providing the ability to scale to meet future GIS needs. Her work ensured the County transitioned to NextGen 911 requirements to make sure data is compliant with NENA Standards.

Senior GIS Analyst, Heartland Communications

Ms. Musa created, updated, and edited emergency response GIS data, and processed GIS requests. Her responsibilities included processing data in the Tritech CAD system GISLink for 911 dispatchers and first responders. She validated and ensured data accuracy from field data and contractor’s deliverables and generated Fire Map books to be utilized in the fire trucks. Map books deployed to 100+ vehicles as a reference and back-up to existing digital systems.

GIS Coordinator, N|V|5

Ms. Musa was the GIS Coordinator for NV5. She set up ArcGIS Server enabling the creation of web services to support real time field data collection. She was responsible for the ArcGIS Portal administration and provided GIS training. She migrated the database from PostgreSQL (open source) into SQL Server Enterprise database. Her work improved workflow productivity by 70%.

GIS Skills	Cartography, GIS Architecture Design & Implementation, Data Management, Enterprise GIS
GIS Technology	Esri Suite: ArcGIS Pro, ArcGIS Online, ArcGIS Extensions: Utility Network, ArcServer, GeoEvent and Image Server, Drone2Map, Pix4D, Lidar, 3D Analyst, Business Analyst, Dashboard, Image Analyst, Network Analyst, Spatial Analyst
Programming	Software Integration, Programming / Scripting, Python, SQL, Web app development for mobile field application,
Cloud Technology	Amazon Web Services, Microsoft Azure
Database	SDE, Enterprise SQL, Oracle, Access
Asset Management and Inventory	Maximo, DocScout, iNFADS
Data Collection	Trimble, Leica, Collector for ArcGIS, Survey 123

LUCIANE MUSA

Highlights

Years of Experience

20 years

Education

- B.A. Geography / Geographic Information Systems University of Alabama, Tuscaloosa, AL

Certifications

- Geographic Information System Professional (GISP) Certified
- Project Management Professional Academy Certification

Accomplishments

- Managed the San Diego GIS Public Safety (RPSG) Data Warehouse that supports over fifty local government agencies.
- Architected and implemented an Enterprise GIS System that included: Cloud Technology, ArcServer, Portal, GeoEvent, Image Server, ArcGIS Online, SQL & SDE Databases, establishing standards, best practices, and training.

Languages

- Arabic
- Portuguese
- Spanish

JESUS GARCIA

Highlights

Years of Experience

34 years

Education

- Bachelor of Arts in Political Science, University of California Santa Barbara (UCSB), Santa Barbara, CA
- Master of Arts in Urban Planning University of California Los Angeles (UCLA), Los Angeles, CA
- Certificate of Geographic Information Systems, California State University, Bakersfield, CA

Skills Highlights

- U.S. Census Data Analysis
- Boundary Redistricting
- California Voting Rights Act establishment of board member districts areas
- Outreach Representative

Accomplishments

- Demographer and GIS Analyst in over twenty California Voter Rights Act Lawsuits

Language

- Conversational Spanish

Summary

Mr. Garcia is a seasoned U.S. Census data demographer, voter redistricting researcher, and GIS analyst. His background and experience includes PL94-171 U.S. Census data, American Community Survey (ACS), the Redistricting Database for the State of California, K-12 education data, and SAS programming on large databases. Mr. Garcia’s ability to communicate data summary results to policymakers and the public make him a valuable collaborator in strategic planning and community engagement efforts. He has demonstrated his abilities as a leader throughout his career, managing staff with diverse backgrounds and abilities.

Selected Experience

Demographic Statistician, U.S. Census Bureau Washinton, DC – Population Division, Economic Census Division, Data User Services Division

Mr. Garcia performed final review of the 1990 Census statistical variables for Hispanic Origin, Place of Birth, Year of Entry, Citizenship, and Ancestry. He analyzed Economic Census Surveys of Minority Owned Businesses (SMOBE) and Women Owned Businesses (WOB) P-20 Series Current Population Survey (CPS) reports on the U.S. Hispanic Origin Population. He was the Spokesperson for the TIGER Files census data collection geographic boundary layers.

Partnership Specialist, U.S. Census Bureau, Los Angeles, CA Field Division

Mr. Garcia encouraged collaborations among community organizations, local governments, school districts, and local business to support Hard to Count (HTC) community outreach efforts for the 2020 Census.

Chair Data Technology Committee, Kern Census Complete Count Committee

Mr. Garcia provided data analysis and GIS support in preparation for contacting Hard to Count (HTC) communities during the 2020 Census.

Consultant, Dolores Huerta Foundation (DHF)

Mr. Garcia performed data analysis for various community and voter engagement projects. Established the GIS department and led the DHF effort in Kern County, California during the 2020 Census.

Research Assistant, Los Angeles Community College District (LACCD)

As a Research Assistant, Mr. Garcia performed analysis and wrote his master’s thesis based on the California Basic Educational Data Systems (CBEDS) data collection process and the R30 Language Census program implemented by the California Department of Education. Analysis tools included the Statistical Package for the Social Sciences (SPSS) and first-generation GIS software on a PC. These innovative analysis tools were used to study the need for bilingual education in LACCD institutions in response to Immigration Reform and Control Act of 1986.

GIS Skills	Cartography, Geodatabase Design, Data Management, GIS Analysis, Field Applications, Infographics
GIS Technology	ArcGIS Pro, ArcMap, ArcGIS Online, Business Analyst, Dashboard, Districting for ArcGIS
Database	SQL, SDE, SAS
Data Collection	Collector for ArcGIS, Survey 123
Demographic Skills	Analysis, Cartography, Redistricting, California Voting Rights (CVR) Act, Hard to Count Communities (HTC), Community Outreach

ALEX SAINZ

ALEX SAINZ

Highlights

Years of Experience

12 years

Education

- Bachelor of Arts in Geography – Urban and Regional Analysis, San Diego State University, San Diego, CA

Accomplishments

- San Diego Regional GIS Council (SDRGC) Chairperson (previously Vice Chairperson and Secretary).
- Esri User Conference Presenter.
- Public/Private/Education Partnership for Unmanned Aerial Systems (UAS) with Palomar College.

Presentations

- San Diego Regional GIS Council, Enterprise GIS for City Operations.
- Palomar College, migrating from ArcMap to ArcGIS Pro Presentation/Training: Migrating from ArcMap to ArcGIS Pro.
- 2014 Esri User Conference

Summary

Mr. Sainz is a seasoned GIS professional who serves as a GIS Administrator and Senior GIS Analyst for GEOinovo. His skills and abilities include ArcGIS Enterprise services and applications, database management, on-premise and cloud-based solutions, web services, data integration, and much more. He has first hand experience working with local governments in Southern California. Mr. Sainz possesses the ability to communicate technical concepts to stakeholders at all organization levels, from the executive team to field staff. Beyond the creation and modernization of the GIS infrastructure, Mr. Sainz is an expert data manager, able to create compelling, relevant reports to ensure project adherence, as well as driving decision making through actionable data.

Selected Experience

GIS Administrator/Analyst, City of San Marcos

Mr. Sainz managed and prioritized wide-ranging projects and data requirements along with managing expectations throughout the organization. His position demanded sufficient technical, collaboration, and leadership abilities to operate as a one-person GIS operation. He was responsible for project and database management and lead an ArcGIS Enterprise deployment resulting in increased accessibility to data and apps throughout the organization. Mr. Sainz managed web services, database management, and ArcGIS integration with the City’s asset management, land management, and records management systems.

As the City’s GIS Administrator, Mr. Sainz oversaw editing and quality control operations for city council districts. The review process included any necessary edits to ensure city council districts were contiguous, contained required attributes, and met geometry and projection requirements for analysis and display in web and printed maps.

GIS Specialist/Coordinator, City of Chula Vista

Mr. Sainz collaborated with technical and operational personnel, communicated project updates to leadership, and represented the City at regional project meetings/committees. He tested and implemented GIS automation and workflow tools and leveraged innovative solutions such as Attribute Assistance for ArcMap. Mr. Sainz modernized two decades of legacy data in under two years. The long-term results of his work have provided high-quality GIS data to first responders throughout San Diego County.

GIS Specialist, Heartland Communications

Mr. Sainz provided the professional GIS Services required to maintain mission-critical GIS data in a location-based 9-1-1 CAD system. Responsibilities included maintaining 9-1-1 routing, response areas, address data and representing member agencies in the Regional Public Safety GIS (RPSG) program.

GIS Skills	Cartography, Geodatabase Design and Administration, Data Management, Enterprise GIS, Field Applications, Infographics
GIS Technology	ArcGIS Pro, ArcMap, Model Builder, Attribute Assistant, Attribute Rules, ArcGIS Online, ArcGIS Server, Business Analyst, Dashboard, Web AppBuilder, ArcGIS Extensions: Utility Network, Network Analyst, Spatial Analyst
Database	SQL, Enterprise Geodatabase
Application Integrations	Lucity, TRAKiT, Laserfiche, TriTech Software Systems
Data Collection	Trimble, Collector for ArcGIS, Survey 123

MING HSUEH

Highlights

Years of Experience

25 years

Education

- M.S. Mechanical Engineering/Control Systems, California State University, Fullerton, CA
- B.S. Mechanical Engineering/Control Systems, University of California, Los Angeles, CA

Certifications

- Certification Project Management Professional Academy

Accomplishments

- Developed a process to update hundreds of GIS public safety mobile computers resulting in a 90%-time savings.
- Implemented an MS SQL system to create multiple backups and restore files reducing the backup and restore times by up to 40%.
- Tuned SQL queries to work with sets and improved processing times from 7-8 hours to less than 10 minutes.

Language

- Conversational Mandarin Chinese

Summary

Mr. Hsueh is a talented and experienced Developer, Programmer, and DBA with an innate ability to understand all things within information technology, streamline and automate processes, and create and develop applications. His contributions to clients increase productivity by modernizing and automating manual processes to save time and reduce errors. His extensive professional history includes in-depth work with relational databases and program development focused on SQL Server, Microsoft Stack, and .Net Framework/.Net core.

Selected Experience

Sr. GIS Analyst/Developer, Heartland Communications

Mr. Hsueh assisted in the development of the data score card and developed applications to consume SABER and WAZE API data. He analyzed database structures and rewrote data analytics to accelerate the data calculation process from a task that previously took over 1 hour to less than 30 seconds.

GIS Analyst/Developer, Heartland Communications

Mr. Hsueh served as the GIS Analyst/Developer of Heartland Communications. In this role he georeferenced new communities and updated and enhanced Heartland Communications routing layers. Mr. Hsueh developed a one-click deployment application utilizing Visual Studio Dot Net to simplify the MDC update process for the fire agencies when the new monthly routing was to be deployed.

IT Development Lead, City of San Diego

Mr. Hsueh developed and implemented various REST and SOAP APIs for multiple process improvements and enhancements, including the sales of GIS tracking module by the entire Sales Team. He implemented a Financial Calculation improvement that took a 7-day process down to 20 minutes.

Senior SQL Developer/Programmer/DBA, Buffini & Company

As the Senior SQL Developer, Mr. Hsueh migrated over 50 reports from Crystal Reports to Microsoft SQL SSRS. He analyzed, redesigned, and simplified the sales commission's application to allow the accounting department to manage 99% of the commissionable sales without the IT department's assistance.

Senior Business Analyst, Abbott Vascular

Mr. Hsueh was the technical lead for the team that developed Abbott Vascular's Business Process Scorecard (BPS) used to analyze and present the various departments' performance at Abbott Vascular.

GIS Skills	Cartography, GIS Architecture Design & Implementation, Data Management, Enterprise GIS
GIS Technology	Esri Suite: ArcGIS Pro, ArcGIS Online, ArcGIS Extensions: Utility, ArcServer, GeoEvent and Image Server
Programming	Visual Studio, Entity Framework, C#, C++, Visual Basic, Language Integrated Query (LINQ), Software Integration, GitHub, TFS, VBA, Windows Communication Foundation (WCF), REST APIs, SOAP APIs, JSON, XML, ASP.NET, Model-View-Controller (MVC), Windows Forms, Windows Presentation Foundation (WPF)
Cloud Technology	Amazon Web Services, Azure Cloud Services
Database	Microsoft SQL Server, T-SQL, Stored Procedures, Triggers, Service Broker, SSIS, SSRS, MS Access, MS FoxPro

7. Cost Proposal

GEOinovo proposes a fixed fee of \$47,670 for the scope of work detailed in this proposal. The Board of Directors and District Staff is encouraged to meet with our Team at any time throughout the project. All meetings related to the project with the Board of Directors or District staff are remote. They are included in the Base Scope of Work Cost. If in person meetings is required and a fee of \$1500 will be added.

Tier 1: Full-Service

Our Tier 1 support includes five (5) community engagement meetings attended by our Demographer or Senior Consultant in person or both remote, the Redistricting Overview Dashboard, GEODistrict tool, and the Community Input Map. We recommend Tier 1 for enhanced transparency and community participation.

Scope of Work Tasks: Full Service Level ¹	Cost (USD)
Task 1: Project Planning, Draft Demographic & Statistical Analysis	Included in the Fixed Fee
Task 2: Community Meetings/Hearings/Input • Up to 5 community meetings	Included in the Fixed Fee
Task 3: District Map Iterations of Potential Boundaries	Included in the Fixed Fee
Task 4: Presentation Support of Potential Maps to District	Included in the Fixed Fee
Task 5: Adoption of Final Map	Included in the Fixed Fee
Digital Mapping Software: GEODistrict – Community Input Maps	Included in the Fixed Fee
Redistricting Overview Dashboard	Included in the Fixed Fee
Community Input Map (Light weight mobile app)	Included in the Fixed Fee
Fixed Fee	\$47,670

Tier 2: Standard Service

With our Tier 2 support, our Demographer or Senior Consultant will attend three (3) community engagement meetings and GEODistrict tool included.

Scope of Work Tasks: Standard Service Level	Cost (USD)
Task 1: Project Planning, Draft Demographic & Statistical Analysis	Included in the Fixed Fee
Task 2: Community Meetings/Hearings/Input² • Up to 3 community meetings	Included in the Fixed Fee
Task 3: District Map Iterations of Potential Boundaries	Included in the Fixed Fee
Task 4: Presentation Support of Potential Maps to District	Included in the Fixed Fee
Task 5: Adoption of Final Map	Included in the Fixed Fee
Digital Mapping Software: GEODistrict – Community Input Maps	Included in the Fixed Fee
Fixed Fee	\$37,670

Tier 3: Basic Service

Our Tier 3 support includes three (3) community engagement meetings attended remotely through video conferencing software by our Demographer and Senior Consultant and the Community Input Map.

Scope of Work Tasks: Basic Service Level	Cost (USD)
Task 1: Project Planning, Draft Demographic & Statistical Analysis	Included in the Fixed Fee
Task 2: Community Meetings/Hearings/Input • Up to 3 community meetings – online	Included in the Fixed Fee
Task 3: District Map Iterations of Potential Boundaries	Included in the Fixed Fee
Task 4: Presentation Support of Potential Maps to District	Included in the Fixed Fee
Task 5: Adoption of Final Map	Included in the Fixed Fee
Community Input Map (Light weight mobile app)	Included in the Fixed Fee
Fixed Fee	\$27,670

Overview of Pricing Tiers

Redistricting Service Levels	Cost (USD)
Full-Service Level	\$47,670
Standard Service Level	\$37,670
Basic Service Level	\$27,670

December 15, 2021

Michael Flood
General Manager
Casitas Municipal Water District

Sent via email to mflood@casitaswater.com

Dear Mr. Flood-

Thanks for reaching out to Redistricting Partners for information on our work with local governments in this coming 2021-2022 redistricting cycle.

Redistricting Partners is a specialized firm that conducts services for organizations and local governments ranging from racially polarized voting analysis, conversion of elections from at-large to districted under the California Voting Rights Act, and traditional redistricting. Going back a decade, we have worked with dozens of local governments, ranging from small hospital and water agencies to the sprawling Los Angeles Unified School District.

Most recently, we have conducted the districting processes within the cities of Napa, Davis and Santa Ana. For 2021, we have already been hired by the counties of San Bernardino, Kern, Sonoma, Napa, Siskiyou and Napa, along with the cities of Berkeley, Burlingame, Carpinteria, and Napa, to conduct their decennial redistricting under the Fair Maps Act provisions. We have also been hired by the cities of Long Beach, Oakland, and San Jose to conduct their decennial process under their municipal redistricting commissions/committees. This work extends to a number of community colleges, water districts and other special districts. Attached is a list of our clients for the current redistricting cycle.

In addition to these agencies, we have also done work with legal counsel and outside groups to monitor redistricting and provide analysis. We have experience working with the Citrus Heights Water District and other districts like the San Juan Water District as they moved to a districted election system in 2020.

We have the experience and knowledge to assist local governments in every step of the coming redistricting process, including community engagement, data gathering, line drawing, map presentation and all other technical aspects of the work. For more on our staff, please visit our website staff page at <http://redistrictingpartners.com/about/>

I have attached an outline of our scope of services for agencies conducting their redistricting using the Fair Maps Act provisions of California law as a best practice, and with a three-hearing structure. In most cases, for a special district redistricting with this structure (presenting virtually), multiple draft maps, assistance in outreach and analysis of public input, the cost would be \$33,000. For a two hearing structure, the cost would be \$25,000.

In addition to our redistricting services, we can facilitate online mapping tools for the public. This is an option that we have not always embraced – historically favoring more in-person

outreach. Given that much of this kind of activity will not be possible in the coming months, and potentially for the full redistricting timeline, we are focusing on utilizing online mapping tools.

Maptitude Online Redistricting costs \$25,000, and, if you choose to go forward with it, we suggest another \$2,500 package of training from the software vendor, Caliper Corporation. Maptitude is the industry leader in redistricting-specific GIS software. The desktop version of this software was used by the State Redistricting Commission in 2011, and it is the most common redistricting application being used by cities and counties. The public online mapping software would be housed either by the district on its servers, with access available through the district's website.

The redistricting process is always a challenge, but there are many additional complications this year. Not only are there more agencies needing redistricting services, the timeframe for doing so has been compressed and the delay in receiving Census data has compressed the timeframe even more. At the same time, the public's desire for open and transparent redistricting is adding to the workload within each redistricting.

We would be happy to work with you on the redistricting process for Casitas Municipal Water District and help you overcome these challenges. We look forward to discussing this more at your convenience.

Sincerely,



Paul Mitchell
Owner
Redistricting Partners

Scope of Services: A Modified Fair Maps Act Structure for Special Districts

Redistricting Partners is providing services to assist special districts with districting and redistricting services using data collected during the 2020 Census, in compliance with State and Federal laws.

California's Fair Maps Act, enacted in 2020, increases transparency and public accountability in redistricting. While it only specifically applies to cities and counties in California, the Fair Maps Act codifies redistricting best practices that should be utilized by all local governmental agencies in California whenever possible.

Public Engagement

The Fair Maps Act establishes a strict hearing structure for cities and counties to follow. It also creates a framework for other jurisdictions, like special districts that are not subject to the Fair Maps Act, to track to ensure a transparent, participatory redistricting process. Redistricting Partners recommends that districts hold at least three public hearings – one hearing prior to line drawing seeking public input on communities of interest, one hearing for public input on the proposed maps, and one final hearing for adoption of a map that has been made public for 7 days prior to adoption.

Redistricting Partners will work with the district in conducting these presentations, gathering and documenting public input, and utilizing these hearings as a means for determining initial criteria for draft maps and amending maps that have been produced.

In addition, Redistricting Partners traditionally utilizes three methods for soliciting public input during this process.

- 1) The use of a simple community of interest worksheet which allows the public to describe their community of interest, give evidence of what binds that community together and defines it, and provide any kind of drawing or map of that area. This can be used in-person at public hearings or completed by the public and emailed as a form of submitted testimony.
- 2) An in-person or online interactive workshop where physical maps are provided showing population densities, and the public is assisted in either drawing their communities of interest or drawing draft maps. (dependent on health and safety guidelines)
- 3) An online mapping option to facilitate deeper community engagement by allowing members of the public to draw and describe their community of interest or draw potential district lines.

Our staff includes experts in civic engagement, community outreach, and will assist in communicating needs for public engagement at client direction.

GIS and Data

The GIS backbone of redistricting is the Topologically Integrated Geographic Encoding and Referencing, or TIGER, a format used by the United States Census Bureau. This will serve as the geographic backbone of the redistricting project. The core TIGER/Line Files and Shapefiles do not include demographic data but do contain information about the external boundaries of Cities, Counties and other districts, and often are the same geography used in the creation of precincts.

Other districts, such as schools, community colleges, water boards, and other special districts may utilize other geographic layers for their external boundaries, such as parcel layers, and some counties rely on parcel layers entirely for the creation of their precincts. Redistricting Partners has more than a decade of experience dealing with these issues and working with county registrars to process the redistricting files in both formats.

Once released, decennial Census redistricting data specifically tailored to each jurisdiction will be utilized within this TIGER geography. This data, under new California law, will also include the reallocation of incarcerated population, and be supplemented with the most recent American Community Survey (ACS) dataset, including estimated total population and Citizen Voting Age Population (CVAP) which quantifies ethnic populations for the purposes of the Federal Voting Rights Act.

Additional datasets can be utilized in redistricting based on the client needs. For example, in a water district water rates can be a critical geographic element, in addition to renters versus homeowners, and other mappable factors that help define communities of interest. Redistricting Partners is adept at helping agencies utilize these different pieces of geographic information within one project.

Meetings & Creation of Lines

Redistricting Partners will participate in public hearings either remotely or in-person, based on the health and safety guidance at the time. In a contract with a standard three-hearing schedule, at least two will be held remotely with up to one using in-person staffing, if appropriate.

Once mapping can be conducted, Redistricting Partners will create three sets of potential lines following traditional redistricting criteria including that districts be contiguous, compact, and follow traditional governmental or community lines and natural / physical contours of the district geography and input from the initial public hearings.

Maps that are created are provided in four formats:

- Printable 8.5x11 Mapping and Data PDFs for dissemination with meeting agenda or posting on the public-facing website. These maps provide an overview and will often show neighborhoods, significant landmarks or key facilities, but do not go down to the street-level.
- Interactive online maps, like Google Maps, with the proposed district boundaries, including the embedded data calculations for population, ethnicity, and any other factors that are key to the district analysis.
- Shapefile and census block equivalency files for use by any GIS staff or members of the public with GIS mapping capabilities.

Following the presentation of maps at the second public hearing Redistricting Partners will take any information gleaned from public comments or elected official input to create additional amended maps and engage in a process of selecting and finalizing mapping options for the third and final public hearing.

Under both the California Voting Rights Act and the Fair Maps Act, the final hearing will be for a vote only on the map which has been finalized and published within seven days prior to adoption. This mapping option will be produced by Redistricting Partners with all the additional technical elements necessary for the final resolution.

Adoption / Processing of new lines

Once lines are adopted, Redistricting Partners will work with the County Registrar staff in order to complete the process and make new lines available for the next available election. This processing includes:

- Documentation from public meetings, signed resolution
- Electronic PDF maps of new election district boundaries
- GIS Shapefiles for county staff to assign precincts
- Metes and Bounds legal document with written description of district boundaries

- Census Block equivalency files and shapefiles for a backup of district lines in latest US Census geographic data.

Optional Elements

Beyond the basic three-hearing structure, contracts can be adjusted to allow for additional public meetings or interactive workshops.

Additional outreach programs, including in-language outreach, are available through Redistricting Partners sub-vendors. These can range from small engagements to create materials and promotions for public engagement, and grow into large emailing, mass-mailing, digital, radio and cable TV ads promoting the redistricting process. Language services are also available through a sub-vendor contract.

Two different online mapping tools are available through Redistricting Partners. The first is Maptitude Online Redistricting from Caliper Corporation. The second is a public community engagement and district mapping tool developed by Tufts University and managed by Redistricting Partners. Video demonstrations of each product are available here: <https://tinyurl.com/RDPmapping>

Additional training hearings can be added to the beginning of the process and are a great way to produce a knowledgeable board. We are contracting with subject matter experts and past redistricting commissioners to perform trainings on increasing sensitivity to the needs of minority communities, the importance of not cracking or packing communities of interest, the rights of protected classes, and applicable federal voting rights act laws.

One of our expert trainers is former 2011-2020 Statewide Redistricting Commissioner Connie Galambos Malloy, who we are working with on the Long Beach Independent Redistricting Commission.

HEARING STRUCTURE

	Purpose of Hearing
<p>1st Public Hearing*</p>	<p>Public Hearing with information about the redistricting process, descriptions of the data and mapping tools, introduction of ways the community can provide input.</p> <p>The purpose of this hearing is to provide information to the public and solicit input from the public and elected officials on where community of interests exist, and how those can contribute to the building of potential districts.</p>
<p>2nd Public Hearing*</p> <p>Two Hearing Structure - First Public Hearing</p>	<p>Public Hearing with presentation of maps of new potential district boundaries produced by the demographer and <i>published seven days in advance</i>, with a summary of how mapping options were drawn from testimony and public input received during the previous hearings. These maps are expected to drive additional feedback from the public and elected officials.</p>
<p>3rd Public Hearing</p> <p>Two Hearing Structure - Second Public Hearing</p>	<p>Public Hearing to adopt final map, district numbering, and order of election. No changes can be made to the final map published seven days prior to this final hearing.</p>

* Additional hearings can be added to this three-hearing structure by the district, like community workshops, virtual meetings, or other meeting structures, to gather additional community of interest testimony.

Relevant Experience

Redistricting Partners has conducted dozens of conversions to districts as well as redistrictings and has already been selected as the demographer for the County of Napa, Cities of Burlingame, Carpinteria, and Napa under the Fair Maps Act, and the new independent commissions for the Cities of Long Beach and Berkeley. We are also contracted for redistricting with the Foundation for California Community Colleges - working as the preferred vendor for the 72 districts within their contract services program, and with the California School Boards Association as a business services partner.

Our redistricting work has included projects that span the wide geographic range and diverse populations found throughout California, from Kern County to San Gabriel Valley to Compton, from Urban Areas within the Los Angeles Unified School District Area, and City of Santa Ana, to remote and rural areas of Yuba County, Solano, and California's large Central Valley.

Despite working on redistricting and voting rights act analysis, both of which can be contentious processes, often under the glare of media and public spotlight, we have successfully facilitated these processes to a positive outcome. Our firm or staff have never been sued, and all of our districting plans have continued - no court or lawsuit has undone our prior work. This includes conducting dozens of districtings under the California Voting Rights Act, several requiring Section 5 preclearance, the massive Los Angeles Redistricting Commission and multiple other challenging projects.

Our team has the experience and skills to perform this redistricting in a way that will support the city, engage the public, and ensure a final plan that will reflect the city as a whole.

The following page includes a list of our current clients and some of our clients from the last decade.

Current Client List (for 2021-2022 Redistricting Cycle)

Napa County Office of Education	Glenn County
City of Berkeley	Kern County
City of Santa Ana	Napa County
City of Davis	Ventura County
City of Burlingame	Santa Clara County
City of Carpinteria	San Bernardino County
City of Long Beach	Siskiyou County
City of Los Angeles	Solano County
City of Napa	San Luis Obispo County
City of Redwood City	San Joaquin County
City of Mesa, AZ	Yolo County
City of San Jose	Kern CCD
City of Martinez	Cabrillo CCD
City of San Mateo	Foothill De-Anza CCD
City of Santa Rosa	Shasta CCD
City of Ojai	Southwestern CCD
City of Parlier	Compton CCD
City of Modesto	San Jose Evergreen CCD
City of Carpinteria	Goleta Water District
City of Victorville	Santa Clara Valley Water District
Butte County	Sequoia Healthcare District
Humboldt County	San Mateo Harbor District

References

The following are references from recent work. Additional references are available upon request.

Client Name: City of Davis

Project Description: The City of Davis which faced a CVRA lawsuit and required a quick transition to districted elections, including facing a question of going to 7 districts or staying with 5. Ultimately the plan adopted was based on a map drawn by two members of the community during a weekend workshop and amended by the council members in a public, open, televised council meeting.

Reference: Kelly Stachowicz

Assistant City Manager

KStachowicz@cityofdavis.org

(530) 757-5602 ext. 5802

Client Name: City of Santa Ana

Project Description: An extended and contentious CVRA lawsuit and conversion process.

Redistricting Partners was hired to help facilitate a new set of district lines and a change of both the election system, and date of the election, in a majority minority Latino city with a strong Vietnamese population that had their geographic area divided among multiple council districts.

Reference: Maria Huizar

City Manager

City of Lake Forest

mbuizar@lakeforestca.gov

Note: Maria Huizar was the City Manager at the City of Santa Ana at the time of this redistricting.

Reference: Jose Solorio

Councilmember

City of Santa Ana

(714) 514-6233

jsolorio@aol.com

Note: Councilmember Solorio was an active member of the city council during the redistricting process. In this redistricting, the city itself was the agency in charge of adopting the district lines. Solorio was active in each of the public council hearing and attended public outreach meetings.

Client Name: **City of Napa**

Tiffany Carranza
955 School Street
Napa, CA 94559
tcarranza@cityofnapa.org
(707) 257-9503

The City of Napa was the first city in California subject to the Fair Maps Act while conducting redistricting based on a demand from a petitioner under the California Voting Rights Act. In addition, the process was hindered further by the stay-at-home orders issued in March, 2020. The process was completed on time and followed all the requirements under the CVRA and the Fair Maps Act.

Client Name: **Kern Community College District**

Project Description: A redistricting project including Kern County and several adjacent counties for a diverse community college district which was conducting a revision of their district boundaries to comply with the California Voting Rights Act and the Federal Voting Rights Act.

Reference: Board Secretary Danielle Hillard

danielle.hillard@kccd.edu
(661) 336-5100

Basic Redistricting Services	Description	Cost
Board Meetings	Three Board meetings – Board training & three board meetings as required. Anticipated to be remote.	\$33,000 – Basic Redistricting Services
Mapping & Demography	Mapping & Demography services for draft maps post Census data release. Will track and incorporate all public comment and input from website and meetings. Will submit maps to post on website based on public input in 3 formats, and will work with County registrar to ensure that final maps are delivered accurately in requested formats.	Included in Basic Redistricting Services
Project Meetings with district staff	Monthly meetings with district staff. Anticipated to be remote meetings.	Included in Basic Redistricting Services
Additional Redistricting Services	Description	Cost
Communications	Comprehensive assistance in outreach to the public, translation services. Includes assistance in gathering community input and testimony.	\$25,000
Public Outreach	Five Public Outreach meetings, includes training on mapping tools and basic premises of redistricting process, general facilitation of meetings. Anticipated to be a mix of remote and in person.	\$15,000 Additional Remote Meeting Cost: \$1,750 each Additional In-Person Meeting Cost: \$3,500 each
Website	Suggestions for and review of district hosted website	\$2,500
Project Meetings with district Staff	Additional meetings as needed with district Staff. Anticipated to be remote meetings.	\$5,000
Online Mapping Options	Description	Cost
Maptitude Online Redistricting	Software for Board, staff and public. Includes training.	\$25,000
DistrictR	Online tool for Board, staff and public. Includes training.	\$8,000

Basic Redistricting Services	Description	Cost
Board Meetings	Two Board meetings – Board training & draft maps at initial board meeting, vote at second meeting. Remote participation only.	\$25,000 – Basic Redistricting Services
Mapping & Demography	Mapping & Demography services for draft maps post Census data release. Will track and incorporate all public comment and input from website and meetings. Will submit maps to post on website based on public input in 3 formats, and will work with County registrar to ensure that final maps are delivered accurately in requested formats.	Included in Basic Redistricting Services
Project Meetings with district staff	Monthly meetings with district staff. Anticipated to be remote meetings.	Included in Basic Redistricting Services
Additional Redistricting Services	Description	Cost
Communications	Comprehensive assistance in outreach to the public, translation services. Includes assistance in gathering community input and testimony.	\$25,000
Public Outreach	Five Public Outreach meetings, includes training on mapping tools and basic premises of redistricting process, general facilitation of meetings. Anticipated to be a mix of remote and in person.	\$15,000 Additional Remote Meeting Cost: \$1,750 each Additional In-Person Meeting Cost: \$3,500 each
Website	Suggestions for and review of district hosted website	\$2,500
Project Meetings with district Staff	Additional meetings as needed with district Staff. Anticipated to be remote meetings.	\$5,000
Online Mapping Options	Description	Cost
Maptitude Online Redistricting	Software for Board, staff and public. Includes training.	\$25,000
DistrictR	Online tool for Board, staff and public. Includes training.	\$8,000

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Adoption of a revised Casitas MWD water waste ordinance.**
Date: January 26, 2022

RECOMMENDATION:

The Board of Directors approve a revised Casitas Municipal Water District Water Waste Prohibitions Ordinance.

BACKGROUND:

The Board of Directors approved an Ordinance of the Casitas Municipal Water District Establishing Water Waste Prohibitions (Ordinance No. 15-02) on April 22, 2015.

On January 4, 2022, the California State Water Resources Control Board (SWRCB) voted to approve Resolution No. 2022-0002 and adopt an emergency regulation to supplement voluntary water conservation with prohibition of activities and mandatory actions during declared drought emergency.

DISCUSSION:

For review is the updated Casitas MWD Water Waste Prohibition Ordinance (red line edited version) that includes language from the most recent adopted emergency regulations by the State Water Resources Control Board that will allow Casitas to be compliant with current water waste prohibitions adopted by the SWRCB on January 4, 2022.

Summary of Changes prompted by SWRCB Resolution 2022-0002:

1. Add: Prohibit Outside Watering within 48 Hours of Measureable Rainfall
2. Add: Prohibit Watering of Turf within Public Medians with Potable Water
3. Add: Ability to Prohibit Use of Potable Water on Construction Sites
4. Add: Ability to Prohibit Mandatory Landscape Enforcement Actions of Homeowner's Associations related to the use of potable water on landscaping.

FISCAL IMPACT

There is no discernable fiscal impact for updating the Casitas MWD Water Waste Prohibition Ordinance.

Attachment: Casitas Municipal Water District Ordinance No. 15-02 (red line edited version); State Water Resources Control Board Resolution No. 2022-0002.

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 22-XX

AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT ESTABLISHING WATER WASTE PROHIBITIONS

THIS ORDINANCE is adopted in light of the following facts and circumstances, which are hereby found and declared by the Casitas Municipal Water District (Casitas) Board of Directors:

WHEREAS, Article X, Section 2 of the California Constitution and Section 100 of the California Water Code declare that the general welfare requires water resources be put to beneficial use, therefore, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.

WHEREAS, the adoption and enforcement of this Ordinance is necessary to help manage Casitas' potable water supply and to avoid or minimize the effects of drought within the Casitas service area.

WHEREAS, Casitas has the power to perform all acts necessary to fully carry out the provisions of this Ordinance consistent with Section 71640 and Sections 10608 through 10656 of the California Water Code.

WHEREAS, this Ordinance rescinds and replaces Casitas Municipal Water District Ordinance No. 15-02, Ordinance Establishing Water Waste Prohibitions Regulation.

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

1. TITLE.

This Ordinance shall be known as the Casitas MWD Water Waste Prohibition Ordinance.

2. APPLICABILITY.

The provisions of this Ordinance shall apply to all persons, corporations, public or private entities, governmental agencies or institutions, or any other direct water customers of the Casitas Municipal Water District. The water customers of other water purveyors shall be governed by the prohibitions that are adopted by the other water purveyors.

3. PROHIBITED USES.

A. The following uses of water are permanently prohibited and are in effect year round:

- a. General Waste: Indiscriminate running of water or washing with water which is wasteful and without reason or purpose.
b. Washing of Exterior Surfaces: The washing of hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, except when necessary to alleviate safety or sanitary hazards or when broom or other waterless device will not suffice. If necessary, washing may only be

done with a bucket or similar container, a hose equipped with a positive shut-off nozzle, a pressure washer, a low-volume high pressure water efficient water broom, or a cleaning machine equipped to recycle the water used.

- c. **Cleaning of Structures and Vehicles:** The washing of building exteriors, mobile homes, cars, boats or recreational vehicles without the use of a positive shut-off nozzle on either the hose or pressure washer.
- d. **Watering/Irrigation Runoff Control:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, in a manner or to an extent which allows water to run off the area being watered. Every water user is deemed to have under their control, at all times, their water distribution lines and facilities, and to know the manner and extent of their water use and run off.
- e. **Limits on Watering Hours:** The watering or irrigating of outdoor ornamental landscapes and turf areas between the hours of 10:00 a.m. and 6:00 p.m. Pacific Standard Time on any day. (Does not apply to irrigation systems that use drip-irrigation and weather-based controllers or stream rotor sprinklers that meet a 70% efficiency standard. Exceptions may be authorized by the General Manager where there is no ability to not water between 10:00 a.m. to 6:00 p.m.).
- f. **Watering During and within 48 hours after Measureable Rainfall:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, at any time ~~while it is raining~~ during and within 48 hours after measureable rainfall of at least one fourth of one inch of rain. In determining whether measureable rainfall of at least one fourth of an inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to CMWD.
- g. **Drought Restrictions:** Watering/irrigating during publicly declared curtailment period in a manner that is not compliant with drought restrictions.
- h. **Plumbing Leaks:** The escape of water through leaks, breaks, or malfunctions within the water user's plumbing or distribution system, for a substantial period of time within which such break or leak should reasonably have been discovered and corrected.
- i. **Fountains and Decorative Water Features:** The operation of any ornamental fountain using water from the District's domestic water system unless water for such use is re-circulated.
- j. **Cooling:** The use of water in mechanical equipment purchased and installed after the adoption of this Ordinance that utilizes a single pass cooling system. Water used for all cooling purposes shall be re-circulated.
- k. **Drinking Water Served Upon Request Only:** Eating and drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, clubs or other public places where food or drinks are sold or served, are prohibited from providing drinking water to customers unless expressly requested. Affected establishments must prominently display notice informing their customers of this requirement using clear and easily understood language.
- l. **Restaurant Non-water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
- m. **Providing Option to Not Launder Linen and Towels Daily:** Hotels, motels, vacation rentals and other commercial lodging establishments must provide

customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

- n. **Commercial Car Wash Systems:** Installation of non-recirculating water systems is prohibited in new or renovations of commercial conveyor car washes systems.
- o. **Turf Irrigation Restrictions:** Irrigating turf or ornamental landscapes during and within 48 hours following measurable precipitation of at least one fourth of one inch of rain.
- p. **Public Street Medians:** The use of potable water for irrigation of ornamental turf on public street medians.
- q. **Street Cleaning & Construction Sites:** The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public.
- r. **Homeowners Association or Community Service Organization:** To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:
 - i. Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;
 - ii. Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
 - iii. Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

4. EXEMPTED WATER USES.

- A. All water use associated with the operation and maintenance of fire suppression equipment or employed by the District for water quality flushing and sanitation purposes shall be exempt from the provisions of this Ordinance.
- B. Use of water supplied by gray water or rainwater collection system is also exempt; however, use of water from these systems is not exempt from the applicable regulations of the State and local jurisdictions governing the use of such water.
- C. Supervised testing, adjusting, or repairing of irrigation systems is allowed any time for no more than five (5) minutes per station.

5. VIOLATIONS AND PENALTIES.

- A. Any person, who uses, causes to be used, or permits the use of water in violation of this Ordinance is guilty of an offense punishable as provided herein.
- B. **Enforcement of Violation.** Complaints of water waste will be investigated and enforced by the District in the form of a notice of violation. The following officers and employees of the Casitas Municipal Water district are hereby designated and authorized to issue citations for enforcement of this Ordinance:

Operations and Maintenance Manager
Public Affairs/Resource Manager
Water Conservation Coordinator
Utility Workers
Water employees designated by the General Manager

- C. **Notice of Violation.** The notice to the District water customer of a violation of this Ordinance will be issued by either a telephone call, mail, hand-delivery, or posting at the entrance of the violator’s premises. The District will issue a written notice that state the time, place, and general description of the violation or repeat of violation, as well as a time frame in which the violation must be corrected. District staff may use discretion when determining the correction time.
- D. **Consequence of Violation.** Administrative fines and water service actions may be levied and applied for each violation of a provision of this Ordinance as follows:
1. **Penalties:** Penalties for failure to comply with any provision of the ordinance are as follows:
 - a. **First Violation:** The District will issue a written notice to the water customer and attach a copy of this Ordinance.
 - b. **Second Violation:** If the first violation is not corrected within the time frame specified by the District, or if a second violation occurs within the following twelve (12) months after the first violation notice, a second notice of violation will be issued and an administrative fine of one hundred dollars (\$100.00) shall be levied for the second violation of this Ordinance.
 - c. **Third Violation:** A third violation within the following twelve (12) months after the date of issuance of the second notice of violation is punishable by an administrative fine of two hundred fifty dollars (\$250.00).
 - d. **Fourth and Subsequent Violations:** Each day that a violation of this Ordinance occurs beyond the remedy allowance provided in the third notice of violation is a separate offense, subject to any or all of the following penalties:
 1. Water service may be turned off or flow may be restricted. Where water service is turned off or flow restricted, it shall be turned on or unrestricted upon correction of the violation and the payment of the reestablishment charges, staff time, and District material purchases per the District’s Rates and Regulations for Water Service in effect at the time.
 2. A fine of not more than \$600 or imprisonment in the county jail for not more than 30 days, or both the fine and imprisonment, may be imposed upon conviction under Section 71644 of the California Water Code, or fines/ penalties as defined and allowable under Section 53069.4 of the Government Code may be imposed.
 - e. **Payment of Administrative Fines:** The water customer is responsible for the full payment of administrative fines. Each administrative fine shall be applied in the customer’s regular water billing. Payment of the administrative fine will be the final responsibility of the individual named on the water account. Non-payment of fines will

be subject to the same remedies as non-payment of basic water rates, in accordance with the Casitas Rates and Regulations for Water Service.

- 3. **Appeal:** Any customer against whom a penalty is levied pursuant to this Ordinance shall have the right to appeal as follows:
 - a. The customer request for an appeal consideration must be in writing, legible, and received by the General Manager within ten (10) calendar days of the issuance of the notice of violation to the customer. Any determination not timely appealed shall be deemed final. The written request for appeal consideration shall include:
 - i. A description of the issue,
 - ii. Evidence supporting the appeal, and
 - iii. A request for resolution of the dispute.
 - b. The General Manager will review the material submitted and make an independent determination of the issue, which shall be mailed to the customer within fifteen (15) calendar days of receipt of the request for appeal.
 - c. The General Manager’s determination may be appealed in writing within ten (10) calendar days of the mailing of the notice of determination. The appeal of the General Manager’s determination shall be heard and considered by the Board of Directors at an upcoming regular meeting of the Board. Notice of the hearing shall be mailed to the customer at least ten (10) calendar days prior to the date of the appeal hearing. The Board may, in its discretion affirm, reverse, or modify the determination. The Board’s determination is final.

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

7. **EFFECTIVE DATE.** This Ordinance becomes effective this 26th day of January, 2022.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Casitas Municipal Water District held on January 26, 2022 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

 Brian Brennan, President; Casitas Municipal Water District

ATTEST:

 Neil Cole, Secretary; Casitas Municipal Water District

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign (SaveOurWater.com), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. SaveWater.CA.Gov is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

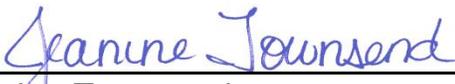
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL L. FLOOD, GENERAL MANAGER
SUBJECT: AWARD A CONTRACT TO LEGEND PUMP AND WELL SERVICE FOR EMERGENCY REHABILITATION OF SAN ANTONIO WELL #3, IFB181
DATE: 1/26/2022

RECOMMENDATION:

Award contract for the San Antonio Well #3 Rehabilitation, IFB181, to Legend Pump and Well Service in an amount not to exceed \$86,745.00.

BACKGROUND:

The District acquired San Antonio Well #3 in July 2017 from Golden State Water Company as part of the Ojai Water System. The well, which was drilled in 1956, was previously rehabilitated in June 2021 which included a new vertical turbine assembly. The well failed water quality testing numerous times in an attempt to put it back online upon installation of the new assembly. The biological growth in the well has accumulated to a point that standard disinfection procedures are not effective and the well does not meet water quality requirements. The scope of work for this contract includes:

- Remove existing well assembly
- Perform well water jetting of casing
- Bail bottom of well
- Video inspection
- Airlift swab
- Disinfect and reinstall the assembly
- Perform start-up

Two bids were received and opened on January 21, 2022 as shown in Table 1.

**Table 1 – San Antonio Well #3 Rehabilitation, IFB181
Bid Summary**

General Pump	Legend Pump
\$113,219.50	\$86,745.00

The lowest quote is from Legend and is recommended for award.

FINANCIAL IMPACT:

A budget authorization of \$86,745 is requested. Funding will come from CFD 2013-1.

Attachments: Bid Results

CASITAS MUNICIPAL WATER DISTRICT 1055 VENTURA AVENUE Oak View, CA 93022 (805) 649-2251 IFB 181 Project: San Antonio Well #3 Rehabilitation				General Pump Company 934 West Verdulera St Camarilla, CA 93010		Legend Pump and Well Service 1324 W Rialto Ave. San Bernardino, CA 92410	
ITEM#	DESCRIPTION	APROX. QTY	UNIT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 22,827.55	\$ 22,827.55	\$ 11,200.00	\$ 11,200.00
2	REMOVE EXISTING EQUIPMENT	1	LS	\$ 11,424.00	\$ 11,424.00	\$ 7,700.00	\$ 7,700.00
3	WELL JET	1	LS	\$ 24,546.00	\$ 24,546.00	\$ 24,050.00	\$ 24,050.00
4	BAILING	4	HR	\$ 1,959.00	\$ 7,836.00	\$ 1,812.50	\$ 7,250.00
5	WELL VIDEO	1	LS	\$ 1,091.00	\$ 1,091.00	\$ 1,800.00	\$ 1,800.00
6	AIRLIFT SWAB	10.5	HR	\$ 2,555.00	\$ 26,827.50	\$ 1,690.00	\$ 17,745.00
7	DISINFECT AND REINSTALL EQUIPMENT	1	LS	\$ 12,417.00	\$ 12,417.00	\$ 12,500.00	\$ 12,500.00
8	PERFORM START-UP	10	HR	\$ 625.00	\$ 6,250.00	\$ 450.00	\$ 4,500.00
BASE BID TOTAL AMOUNT FOR BID ITEMS 1 THROUGH 8				\$	113,219.05	\$	86,745.00

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR DECEMBER 2021
DATE: JANUARY 26, 2022

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	13.36"	16.16"	12.16"
Water Year (WY: Oct 01 – Sep 30)	15.11"	19.63"	13.67"
Average station rainfall to date	6.67"	8.09"	5.88"

Ojai Water System Data

Wellfield production	83.94 AF
Surface water supplement	17.16 AF
Static depth to water surface – Mutual #5	152.60 feet
Change in static level from previous month	-17.91 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	2,000 AF
Diversion days this month	12
Total Diversions WY to date	2,000 AF
Diversion days this WY	12

Casitas Reservoir Data

Water surface elevation as of end of month	489.70 feet AMSL
Water storage last month	77,080 AF
Water storage as of end of month	82,868 AF
Net change in storage	+ 5,788 AF
Change in storage from same month last year	- 10,581 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year