

Regular Meeting
November 15th 2016
6:00 p.m.



NOTICE OF REGULAR MEETING OF BOARD OF DIRECTORS

November 15th, 2016

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card and return it to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board's consideration of that item.

Agenda

Meeting will be called to order at 6:00 p.m.

1. Roll Call

2. Approval of Minutes

Approval of the minutes of the October 18th, regular meeting

3. Public Comments

The Board will receive comments from the public at this time on any item of interest to the public that is not on the agenda that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. Matters raised by public comment requiring Board action will be referred to staff or placed on a subsequent agenda where appropriate.

When addressing the Board, please state your name and address and limit your comments to three (3) minutes.

Please Note: If you have comments on specific agenda items, please fill out a comment card and return it to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board's consideration of that item.

4. General Managers Report

- GSA**
- State Water**
- 2800 Maricopa Hwy – Easement and green fencing**

5. Board Committee Reports

- Drought Committee met on November 7, 2016 – Minutes are attached to the agenda packet

6. Board of Directors Reports

7. Financial Matters

1. Approval of Payroll and Payables from October 16th, 2016 to November 15th, 2016 in the amount of;

Payables -	\$ 67,412.28
Payroll -	\$ 31,017.55
<u>Total -</u>	<u>\$ 98,429.83</u>

8. Board Discussion and/or Action

- a) Oath of office for incumbent directors Engle and Krumpscmidt
- b) Discussion of customer allocation waivers – Perry Family LLC AKA The Meiners Oaks trailer Park and Patota Residence 1132 S. La Luna
- c) Discussion and Approval of Casitas MWD's over-allocation fee, increasing the one dollar fee to five dollars per unit
- d) Board approval of one-page informational bill stuffers to our customers
- e) Discussion and Approval of the Cal-Pers Supplemental Income 457 Plan Resolution 20161115
- f) Discuss, review, and adopt Resolution 20161115-1 Appointing a Director and Alternate Director to the BOD of the UVRGSA
- g) Discuss, review, and adopt Resolution 20161115-2 Authorizing and Directing the execution of a Joint Powers Agreement creating the UVRGSA

h) Oak Grove School Will Serve Letter for their existing service

i) Set Date for MOWD Christmas Party

9. Closed Sessions: The Board of Directors will hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Code Section 54957 & 54956.8, 54956.9 and 54957

No closed session items to discuss

10. Meeting Adjournment.

Regular Meeting
October 18th, 2016
6:00 p.m.

Meiners Oaks Water District
202 West El Roblar Drive
Ojai, CA 93023-2211
Phone 646-2114

MINUTES

The meeting was called to order at 6:01 p.m.

1. Roll Call

The meeting was called to order by the Board President James Kentosh at 6:01 pm at the District Office.

Present were: Board President James Kentosh, Board Vice-President Mike Krumpschmidt, Board Directors Larry Harrold, Diana Engle, and Mike Etchart. Staff Present: General Manager Mike Hollebrands and Board Secretary Stacey Gilbert. Attorney Lindsay Nielson was also present.

2. Approval of the minutes

Approval of the September 20th, 2016 Regular Meeting minutes:

Mr. Etchart made the motion to approve the September 20th, 2016 Regular Meeting minutes. Mr. Harrold seconded the motion.

Etchart/Harrold
All Ayes
M/S/C

3. Public Comments

Ms. Elizabeth Anne von Gunten was present.
Mr. Weyrick was present in regards to their project going in at 203 E. El Roblar. It was thought there would be comments concerning this project. There was a municipal advisory council meeting the night prior that brought up a lot of questions about their "Net Zero" requirement and would have been happy to speak with them outside of our meeting to enlighten them of how it works. They were under the impression that we would have public here because it was announced in the advisory council by one of our customers that MOWD would be having their board meeting on Tuesday. Grace Malloy (arrived late) – She serves on the Ojai Valley MAC. Ms. Malloy had heard the report from the Ojai Valley Planning Department about the project at 203 E. El Roblar, and there was quite an outcry from the neighbors of the area. The developer kept referring to a letter he had

received from MOWD; that was not in their preparation packet; that stated there was enough water for us and from her understanding, his permit includes required mitigation measures that would have to be implemented before he could build such as replacing fixtures and things like that so that it's a net zero use of water. However, there were a lot of people there saying while we are all attempting to reduce water use by 30% or more, how can we say there is enough water to be had if the wells are dry. She has a lot of neighbors going to her with that question, and she had no answer, so that is why she is here to get some more information. Mr. Kentosh explained that we as a district had issued them a Will Serve letter back in 1995 which unfortunately had no sunset date on it. Since then Casitas has passed new rules and regulations in 2009 on how they will charge us for the water. Now, when anyone comes to us with a request for a new connection, we have to send them to Casitas to pay the capital improvement fee to them as well as to us. So what he had informed these developers was while yes we gave you the Will Serve letter they also have to go to Casitas and negotiate what they are to pay for the water they presume to use. So we have not said there is more water it is just that they have to go to Casitas to get more water and that we are obligated to give them what we said we would within the capacity of those meters. So what they are doing is this Net Zero idea and going to Meiners Oaks School and doing some upgrade to fixtures there as well as going to Nordhoff High school and Matilija School and taking out some grass and also fixing fixtures. Ms. Malloy asked if that net zero is on the whole 6 ACF or just the 4 ACF that is above their will serve letter. Mr. Hollebrands stated that they have not worked out that whole "net zero 6 ACF we do not have to buy from Casitas." with Casitas yet. He has instructed them that while this net zero idea is all fine and great but before they state they do not need water from Casitas and we are going to move forward with the project, they need to talk to Casitas. The developers stated that they would be going to Casitas to either talk to them tomorrow or within the next week. All we are saying is that if they need anything beyond what their initial work was back in 1995 which was to be retail buildings and we said well here are these meters and these meters will cover that. Well, their new project came in and now they are saying they need more. So then if they need more then they need to go to Casitas and get more water because we can only offer you "this" amount under those current will serve letters. They really are trying to make an effort to do the right thing by saving as much as they can with the net zero concepts with catching the water in underground tanks and using gray water. Mr. Krumpschmidt brought up the question in regards to our allocation from Casitas and how that will affect it. Will this project be factored into it? Mr. Hollebrands stated that, that would be something he will have to discuss with Mr. Wickstrum once we know the outcome of the conversation between the developers and Casitas. On a side comment, Ms. Malloy stated that she thinks we should ban lawns. We

are not opposed to banning lawns, but we fall under the guidelines of Casitas, so when they ban lawns, then we will follow suit.

4. General Manager's Report

- System Status and production – GM and field techs moved the wharf-head on El Roblar out of harm's way and installed an isolation valve where it previously was.
- Unknown property ownership by the District – District personnel stumbled upon a piece of property that is east of our treatment plant that is a little over 50 acres of property. We are assuming it is a part of the area that includes most of Cozy Dell Trail and is next to the Etchart property. Due to this new found information, we need to look into the liability of having hikers on that trail. Mr. Martinez came across this property while trying to find other places to hunt and it does say Meiners Oaks Water. When he presented it to the GM, the GM went to the county to confirm that is, in fact, our property. This gives the district the possibility to have another area for a tank or well. Mr. Etchart mentioned other options such as to sell it possibly to the Land Conservancy. Mr. Krumpscmidt suggested that we contact Jordan to assess that property for possibilities like a deep water well so that the Board can make a true assessment as to the liability and whether to keep it or sell it. Mr. Hollebrands asked Mr. Neilson to pull a title report to see if we actually own it. Ms. Engle mentioned the liability issue and proper signage. If we are the owner of the property, contact our insurance company of liability issues.
- Mr. Kentosh asked about the de minimus pumpers meeting and an update. Mr. Hollebrands explained that the de minimus pumpers needed an explanation of what they would be responsible for, what authority the GSA has and had questions in regards to the powers of eminent domain. This opened up the gates to further discussion.
- Ms. Engle asked for an update on the JPA/GSA. Mr. Hollebrands informed that he had talked to Mindy in the afternoon who said that Jeff Pratt was not kept up to speed by Tully who is no longer there and Zoey is on her way out which correlates to why they wanted to push through all those changes so quickly. Mr. Krumpscmidt is going to push for a meeting.

5. Board Committee Reports

- Drought Committee met on August 10th, 2016 – minutes are attached – Minutes attached

6. Board of Directors Reports

- Mr. Etchart has no report
- Mr. Krumpschmidt – 2 short questions – 1) He had gone on the website the other day to confirm when the Board meetings were but found that it was not on there. Ms. Gilbert stated that the Calendar is not updating for some reason and will look into why but assures that the Calendar of Events will be up to date going forward. Ms. Engle also requested that we call the meeting agenda on the website “Regular Meeting Agenda Packet.” That way it lets everyone know that it is everything and not just the Agenda. 2) Oath of Office questions – It was decided to wait to do the Oath of Office at our November meeting since the paperwork states “as of November 8th, 2016.”
- Mr. Harrold – Asked about the property owned by Mark Hatton down on Meyer Rd and he encroached on our easement which resulted in us spending \$10k-\$15k cleaning that up. Asked if we had put a lien on that property. Mr. Neilson and Mr. Hollebrands said yes we did. Mr. Harrold then asked what happened with that lien. It was determined that we need to look into it a little more and find out.
- Ms. Engle – As she was leaving work, she found out the DWR had released its final boundary of MODS for the ground water basin. Found some information regarding B37-16 Order. She has all the powerpoints that talk about what is coming down from the state and is very informational. One last thing, the state is embarking on a low-income water rate system program and having workshops and webinars. It is something that we may be able to educate ourselves and possibly others and its worth looking into.
- Mr. Kentosh – He attended the Drought Summit hosted by Casitas. Ms. Engle was there, and Mr. Hollebrands was a panelist. He felt it went well and it seemed that Casitas Municipal is starting to take the drought seriously and dealing with things with a sense of urgency.

7. Financial Matters

1. Approval of Payroll and Payables from August 16th, 2016 to September 15th, 2016 in the amount of:

Payables -	\$ 62,931.74
Payroll -	\$ 27,655.91
Total -	\$ 90,587.65

Mr. Harrold made the motion to pay the monthly expenses. Mr. Krumpschmidt seconded the motion.

Ms. Engle would like to have the financial aspect of the drought surcharge. How much we are we taking in for the surcharge? What is the accumulative

amount with Casitas? What we have billed for drought surcharge and what we have taken in on our end.

Harrold/Krumpschmidt

All Ayes

M/S/C

8. Board Discussion and/or Action

- a) Discussion of new meter/service request from Mr. Alary on behalf of Mr. Willi Coeler at 124 N. Poli – Current allocation for this property is 13 units per month – This property has 1 APN but with two parcel numbers. Mr. Coeler wants to sell one of the properties, but in order to do that, he needs a second meter on the other property. Seeing as this is two separate parcels the mistake was made not to have the second parcel have its own meter. On a billing aspect, it is already being charged two dwelling fees and the allocation the property has already factors in the usage of both dwellings. When those two houses were built, it should have been brought up then to have them purchase another meter and separate them out. Mr. Kentosh votes to give them the meter. Mr. Etchart votes to give them the meter. Mr. Krumschmidt says to correct the mistake but to be very careful with how we handle or anticipate future incidents and to not set a precedent. It was discussed further that within the Will Serve that will be issued MOWD will put certain verbiage regarding the mistake, and it being a one-time basis with drought information and the limitations and allocation premises.

Mr. Etchart made the motion to approve the second meter for Willi Coeler's second parcel with the changes discussed in the Board meeting, and with final review by the Drought, Committee specified within the Will Serve Letter. Mr. Harrold seconded the motion

Etchart/Harrold

All Ayes

M/S/C

- b) Discuss customer allocation disbursement and Casitas MWD's over allocation fee increasing from one dollar to five dollars – We know that Casitas is going to be charging us the five dollars for going over our allocation. However, we may need to come up with a new billing scheme such that at the end of this fiscal year we will be able to cover the overage amount Casitas has billed us for, if at all. It could take any number of ways to do this effectively. We are at a point where we either do our own thing, or we honor something outlined in the Casitas WEAP. However, that WEAP is based on a different set of numbers, which in turn would mean we would have to completely change our allocation system to fall in line with Casitas. Casitas also has a "bell curve"

allocation and allow for more water use in the summer and less in the winter. The big question is how do we do what is fair for our customers. Mr. Krumpschmidt saw the main concern that Casitas is charging us an annual overage amount, if we go over, and we are doing it monthly. If they could change their way of billing by doing it monthly, it would be easier for us to be fairer to our customers.

Ms. Engle suggested we do an accumulative idea where our customers see a rate that does not assume the overage until our accumulative basket of overages from Casitas reaches the mark of being over and then every month we contend with how much we went over that month. Then at that point when we are in a condition in a given month, we buy water from Casitas and are charged the \$5 a unit then during that month our customers that go over will be billed that five dollar charge. Mr. Harrold commented that we could just wait till the following year to charge the customers the overage once we accurately know what we were charged. Mr. Krumpschmidt is not in favor of using Casitas' WEAP because what we have come up with already is fairer to our customers. Ms. Gilbert stated that from a billing aspect it is as easy as just turning the drought surcharge off or changing the rate at any given time. If we are on our wells, we would no longer need to charge the drought surcharge. Mr. Harrold stated that we should just leave it on there the whole time whether we are on Casitas or not because we are in a drought and customers should be charged the surcharge. Mr. Krumpschmidt commented on possibly giving credit to those who paid that surcharge if it turns out we did not have to pay the surcharge to Casitas. Ms. Engle asked on a legal aspect if we could keep that money collected for the surcharge if we do not end of paying that charge to Casitas? Mr. Neilson mentions it is not unlawful to hold onto the money and issue credits, but it would be if we kept it and used it for something else.

- c) Board approval of one-page informational bill stuffers to our customers
– This has been tabled to a later date
- d) Discuss and approve General Manager's evaluation and salary increase
– Mr. Kentosh and Mr. Krumpschmidt had gone over Mr. Hollebrands evaluation with him but they did not go over his possible raise. Mr. Hollebrands was asked to step outside till it was decided. In the past, the GM was given a 2% - 2.5% raise for his efforts throughout the year. Last year he was given 2.5% to show that it is not just the cost of living increase. Mr. Etchart agrees that he should get the same for he has done a wonderful job. The Board felt that Mr. Hollebrands should get not only the CPI average, which is about 1% but to increase that to 3% for merit of a job well done. There was discussion regarding the staff and raises as well and that it needs to be put in the budget for next year to have the staff taken care of as well for their job well done.

Mr. Etchart made the motion to give Mr. Hollebrands a 3% raise to be retroactive of this fiscal year. Mr. Harrold seconded the motion.
Etchart/Harrold
All Ayes
M/S/C

9. Closed Session: There was no closed session at this time

10. Meeting Adjournment

There being no further business to conduct at this time, Board President James Kentosh adjourned the meeting at 8:35 PM.

President

Secretary

October 2016



To: Board of Directors of the Meiners Oaks Water District

From: General Manager

Subject: Monthly Manager's Report

Highlights

(Rainy season October thru April)

.82" of rain

LAKE CASITAS LEVEL

35.9%

Board Committees

Committee meeting minutes are attached to the agenda.

Current Well levels and specific capacity

Well 1	Sept.	Oct.	Well 2	Sept.	Oct.	Well 4	Sept.	Oct.	Well 7	Sept.	Oct.
Static	35.7'	33.8'	Static	36.2'	34.1'	Static	70.4'	71.1'	Static	69.9'	70.6'
Running	Off'	Off	Running	Off'	Off	Running	Off	Off	Running	Off'	Off
Drawdown	Off'	Off	Drawdown	Off'	Off	Drawdown	Off	Off'	Drawdown	Off'	Off
Specific Cap.	Off gal/ft	Off gal/ft	Specific Cap.	Off gal/ft	Off gal/ft	Specific Cap.	Off gal/ft	Off gal/ft	Specific Cap.	gal/ft	Off gal/ft

Water Production

Water production and sold values are based on a calendar year

Total Pumped in August:			
Wells	AF	Average GPM	Typical GPM
1.	Off	Off	375
2.	Off	Off	250
4.	Off	Off	750
7.	Off	Off	450
8.	0.00	Off	330

Total Pumped for October	0.00 AF
Total Pumped 2015:	466.05AF
Total Pumped YTD 2016:	305.42 AF

Total Sold:

Total Sold for October 2016:	60.55 AF
Total Sold YTD 2016:	521.89 AF
Total Sold 2015:	694.80 AF
Total Purchased from CMWD 2015	274.22 AF
Total Purchased for September	60.06 AF
Total Purchased YTD 2016	238.77AF

Total Capacity:

2083 Gallons per Minute (GPM) with all current wells on line 1, 2, 4, 7, 8)

3,583 Gallons per minute (GPM) with all current wells on line 1, 2, 4, 7, 8) + Casitas

Water Sales:

(Sales values are based on the actual month listed only, not YTD)

October	2015:	\$ 63,498.68
October	2016:	\$ 61,735.39

Reserve Funds

Balance at the County of Ventura	\$ 889,352.16
Total Tax Revenue*	\$ 259.19
Total Interest from reserve account#	\$ 731.45

Fiscal Year Total Revenues

July 1 st – October 31 st	2015	\$ 443,433.47
July 1 st – October 31 st	2016	\$ 471,786.14

Bank Balances

LAIF Balance	\$ 5,206.98
(#) Quarterly Interest from LAIF	\$ 7.90
Money Market (RABO)	\$ 327,995.82
Amount Transferred to RABO Money Market this month	\$ 0.00
Amount Transferred to General Fund from Money Market	\$ 0.00
(*)Monthly Interest received from Money Market	\$ 55.71
General Fund Balance	\$ 247,368.06
Trust Fund Balance	\$ 13,652.35
Capital Improvement Fund	\$ 14,403.38
(#)Quarterly Interest from Capital Account	\$.24
Total Interest accrued	\$ 55.95

Water Quality

No water quality concerns to report

Capital Improvement Projects for 2016-2017
Budgeted capital funds \$ 473,500.00 FY 2016-2017

1. Acquire scope of work for bid on a new well. (Completed)

Unscheduled Work

Warfhead replacement and new hydrant valve S. Poli	\$ 3,259.53
Hydrant replacement at Fernando and N. Encinal	\$ 1,500.00
Main Leak on S. Padre Juan	\$ 3,000.00
Service repair S. Pueblo	\$ 1,000.00
Service repair Mesa	\$ 1,000.00
Valve replacement Encinal/El Conejo	\$ 1,000.00
Valve replacement Fernando/N. La Luna	\$ 2,000.00
Fire hydrant replacement S. La Luna	\$ 4,126.09
This item has been reimbursed by the company that hit it	\$ - 4,126.09
Main Leak 110 Besant Rd	\$ 2,000.00
Paving	\$ 6,000.00
Move wharf-head at Encinal and El Roblar	\$ 4,000.00

Total	\$ 24,759.53
--------------	---------------------

On-going Items

Talks still continue between Casitas, Calleguas, United Water and the City of Ventura to acquire State Water.

Production

On July 12th all wells were turned off due to lack of production and/or excessive air. We are currently 100% dependent on Casitas!

Santa Barbara Channel Keeper vs. City of Ventura

There is nothing to report on this subject.

GSA

See last page in this document to view relevant deadlines for the GSA.

Additionally, below are the following deadlines once the JPA is formed:

Within 30 Days of Effective Date. Within 30 days of the Effective Date, the Agency shall prepare and file a notice of the JPA with the Secretary of State. This notice must contain the information required by Government Code section 6503.5.

Within 60 Days of Effective Date: The initial meeting of the Board of Directors must be held within 60 days of the Effective Date of the JPA.

Within 70 Days of Effective Date. Within 70 days of the Effective Date, the Agency must file a statement with the Secretary of State, setting forth the facts required by Government Code section 53051(a).

Within 120 Days of First Meeting: The Board must adopt a budget within 120 days of the first meeting of the Board of Directors.

Within 1 Year of First Meeting: The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

Tanks

1. 250k gallon was installed in 1958 age = 57 (Removed 2015)
2. 80k gallon was installed in 1983 age = 32
3. 500k gallon was installed in 1988 age = 27 (Removed 2015)
4. 500k gallon was installed in 1973 age = 42 (Put back into service 2011)
5. 500k gallon was installed in 2003 age = 12
6. 750k gallon welded tank 2015 age = 1

Life expectancy for a bolted tank is 30 – 40 years

Life expectancy for a welded tank is 90 - 100 years

Well Drilled Dates & Depths

	<u>Date drilled</u>	<u>Pump Depth</u>
1. Well # 1	1969	60 feet
2. Well # 2	1969	116 feet
3. Well # 4	1969	240 feet
4. Well # 7	1961	156 feet
5. Well # 8	1968	144 feet

Board of Directors

President – Jim Kentosh Elected in 2014	Term ends 2018	Long Term
--	----------------	-----------

Vice-President – Mike Krumpschmidt Elected 2014	Term ends 2016	Short Term
--	----------------	------------

Board Member – Larry Harrold Elected 2014	Term ends 2018	Long Term
--	----------------	-----------

Board Member – Michael Etchart Elected 2014	Term Ends 2018	Long Term
--	----------------	-----------

Board Member – Diana Engle Appointed 2016 to complete Dale Carnathan's term of office	Term Ends 2016	Long Term
--	----------------	-----------

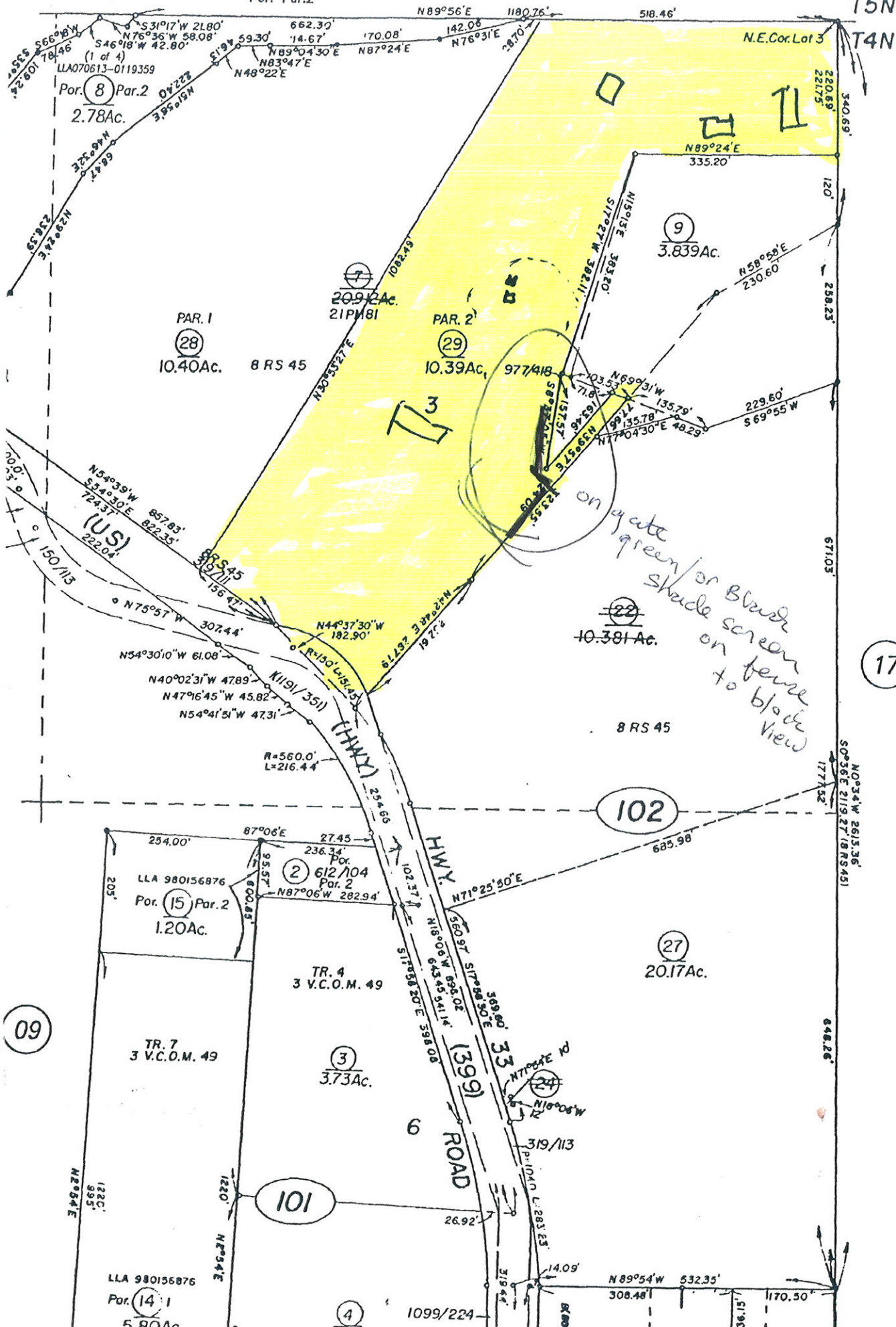
Implementation Deadlines

When	Who	What
January 31, 2015	Department of Water Resources (DWR)	Categorize and prioritize basins as high, medium, low, or very low [§ 10722.4(a)]
January 1, 2016	DWR	Adopt regulations for basin boundary adjustments and accept adjustment requests from local agencies [§ 10722.2(4)(b)]
April 1, 2016	Local water agencies or water-masters in adjudicated areas	Submit final judgment /order / decree and required report to DWR (report annually thereafter) [§ 10720.8(f)]
June 1, 2016	DWR	Adopt regulations for evaluating adequacy of Groundwater Sustainability Plans (GSPs) and Groundwater Sustainability Agency (GSA) coordination agreements [§ 10733.2]
December 31, 2016	DWR	Publish report estimating water available for groundwater replenishment [§ 10729(c)]
January 1, 2017	DWR	Publish groundwater sustainability best management practices [§ 10729(d)]
By June 30, 2017 After July 1, 2017	Local agencies State Water Resources Control Board (SWRCB)	Establish GSAs [§ 10735.2(a)(1)]
After July 1, 2017	Groundwater users in probationary basins	Designate basins as probationary where GSAs have not been formed [§ 10735.2(1)]
After July 1, 2017	Groundwater users in probationary basins	File annual groundwater extraction report with SWRCB by December 15 each year [§ 5202]
January 31, 2020	GSAs in medium- and high-priority basins in critical overdraft	Adopt GSPs and begin managing basins under GSPs [§ 10720.7(a)(1)] or alternative [§ 10733.6]
After January 31, 2020	SWRCB	Designate basins as probationary where GSPs have not been adopted in medium- and high-priority basins in critical overdraft [§ 10735.2(1)]
January 31, 2022	GSAs in other medium- and high-priority basins	Adopt GSPs and begin managing basins under GSPs [§ 10720.7(a)(2)]
After January 31, 2022	SWRCB	Designate basins as probationary where GSPs have not been adopted in other medium- and high-priority basins [§ 10735.2(1)]

After January 31, 2025	SWRCB	Designate basins as probationary where GSPs are inadequate or not being implemented, and extractions result in significant depletions of interconnected surface waters [§ 10735.2(a)(5)(B)]
After January 31, 2040	GSAs (in medium- and high-priority basins in critical overdraft)	Achieve groundwater sustainability goals (DWR may grant two five-year extensions upon a showing of good cause) [§ 10727.2(3)(A)]
After January 31, 2042	GSAs (in other medium and high priority basins)	Achieve groundwater sustainability goals (DWR may grant two five-year extensions upon a showing of good cause) [§ 10727.2(3)(A)]

(06)

T5N
T4N



PORTION LOTS 3, 4 & 6, SECTION 3, T.4N, R.23W.

(17)

Meiners Oaks Water District

Minutes of MOWD Drought Committee Meeting Held 11/7/2016

Committee: Drought Committee

Meeting Date: November 7, 2016, at 9:00 am

Attendance: Mike Hollebrands - GM.

Jim Kentosh - Board President

Diana Engle - Director

Public – None

Topic: Over-allocation fee change – Monthly one-page customer information –
Allocation waiver for Meiners Oaks Trailer Park

The committee discussed different approaches for addressing the increase in the over-allocation fee announced in September 2016 by Casistas MWD, different schedules for applying new charges, and how those differences could affect MOWD's reserves as well as our customers. The committee reached a consensus on an approach to present to the full Board at the the November 15, 2016 BOD meeting..

Also discussed was a draft letter to Casistas MWD summarizing how MOWD would present and implement the over-allocation fee to its customers. The letter would also request from CMWD a clarification of our presumed current stage 3 allocation of 490 ac./ft. and base allocation of 700 ac./ft.. The letter would also discuss timing issues with respect to billing MOWD for potential over-allocation purchases and a proposal to help mitigate the potential negative effects of the over-allocation fee increase. A copy of the draft letter is included in the Board's packet for the November 15, 2016 BOD meeting.

Lastly, the committee drafted a one-page letter to our customers for the Boards consideration letting them know about the over-allocation fee, and how the lack rainfall could affect the District financially. This letter is also included in the Board's packet for the November 15, 2016 BOD meeting.

Meeting adjourned: 11:00 am

Meiners Oaks Water District

Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

Expenditures	Month of October	Year To Date	Budget Approp	Approp Bal 10/31/16	Current November	Approp Bal To Date
Salary / Taxes	31,907.27	123,946.50	410,000.00	286,053.50	-	286,053.50
Retirement Contributions	2,597.22	11,446.13	35,000.00	23,553.87	-	23,553.87
Group Insurance	3,730.33	14,784.03	70,000.00	55,215.97	-	55,215.97
Company Uniforms	-	-	1,500.00	1,500.00	-	1,500.00
Phone Office	786.77	3,099.40	7,600.00	4,500.60	-	4,500.60
Janitorial Service	401.39	1,485.56	5,200.00	3,714.44	-	3,714.44
Refuse Disposal	166.11	664.44	2,500.00	1,835.56	-	1,835.56
Liability Insurance	-	21,465.64	22,500.00	1,034.36	-	1,034.36
Workers Compensation	-	10,086.48	17,500.00	7,413.52	-	7,413.52
Wells	-	547.70	20,000.00	19,452.30	-	19,452.30
Truck Maintenance	286.90	441.06	4,000.00	3,558.94	-	3,558.94
Office Equip. Maintenance	1,750.87	2,780.14	5,000.00	2,219.86	546.23	1,673.63
Cell Phones	239.39	1,396.95	4,500.00	3,103.05	-	3,103.05
System Maintenance	1,002.19	11,679.59	60,000.00	48,320.41	471.00	47,849.41
Safety Equipment	-	1,082.37	3,500.00	2,417.63	-	2,417.63
Laboratory Services	316.00	1,967.00	8,000.00	6,033.00	79.00	5,954.00
Membership and Dues	-	2,209.00	7,000.00	4,791.00	3,888.00	903.00
Printing and Binding	-	140.59	1,000.00	859.41	-	859.41
Office Supplies	272.88	2,020.16	6,000.00	3,979.84	-	3,979.84
Postage and Express	1,834.51	6,513.93	13,500.00	6,986.07	-	6,986.07
B.O.D. Fees	850.00	3,650.00	15,000.00	11,350.00	-	11,350.00
Engineering & Technical Services	-	-	35,000.00	35,000.00	-	35,000.00
Computer Services	955.60	1,914.55	12,000.00	10,085.45	1,384.64	8,700.81
Other Prof. & Regulatory Fees	3,073.15	6,060.26	17,500.00	11,439.74	27.00	11,412.74
Public and Legal Notices	-	-	1,500.00	1,500.00	-	1,500.00
Attorney Fees	820.00	4,440.00	15,000.00	10,560.00	-	10,560.00
GSA Fees	-	13,288.18	25,000.00	11,711.82	-	11,711.82
VR/SBC/City of VTA Law Suit	-	-	40,000.00	40,000.00	-	40,000.00
Audit Fees	-	5,000.00	12,000.00	7,000.00	-	7,000.00
Small Tools	134.59	535.77	3,000.00	2,464.23	-	2,464.23
Election Supplies	-	-	3,000.00	3,000.00	-	3,000.00
Water Purchase	38,703.68	110,687.38	250,000.00	139,312.62	-	139,312.62
Treatment Plant	-	613.63	10,000.00	9,386.37	-	9,386.37
Fuel	723.64	2,793.90	12,000.00	9,206.10	-	9,206.10
Travel Exp./Seminars	25.00	303.15	2,000.00	1,696.85	-	1,696.85
Utilities	193.44	916.17	3,500.00	2,583.83	119.33	2,464.50
Power and Pumping	916.56	916.56	80,000.00	79,083.44	698.61	78,384.83
Meters	-	-	10,000.00	10,000.00	-	10,000.00
Total Expenditures	91,687.49	368,876.22	1,250,800.00	881,923.78	7,213.81	874,709.97

Water Distribution System	-	-	-	-	-	-
Cold Water Well	-	-	250,000.00	250,000.00	-	250,000.00
	-	-	-	-	-	-
Structures and Improvements	-	-	-	-	-	-
Generator Z-2	-	-	120,000.00	120,000.00	-	120,000.00
	-	-	-	-	-	-
Trucks/Carts	-	-	-	-	-	-
Furniture and Fixtures	-	-	-	-	-	-
Office Machines	-	-	-	-	-	-
	-	-	-	-	-	-
Field Equipment	-	-	-	-	-	-
Pipe Freezing Machine	-	3,335.74	3,500.00	164.26	-	164.26
	-	-	-	-	-	-
Appropriations for Contingencies	-	-	100,000.00	100,000.00	-	100,000.00
Total Assets	-	3,335.74	473,500.00	470,164.26	-	470,164.26

GRAND TOTAL	91,687.49	372,211.96	1,724,300.00	1,352,088.04	7,213.81	1,344,874.23
--------------------	------------------	-------------------	---------------------	---------------------	-----------------	---------------------



Meiners Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 10/16/2016 - 11/15/2016

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP Bank-AP Bank						
AQUA-F	Aqua-Flo Supply	11/10/2016	Regular	0.00	295.03	7277
005781	Invoice	10/21/2016	coupling	0.00	113.55	
994867	Invoice	10/01/2016	galvanized nipple	0.00	91.84	
996900	Invoice	10/03/2016	PVC pipe, slip cap	0.00	89.64	
AWAVC	Association of Water Agencies	11/10/2016	Regular	0.00	25.00	7278
06-9311	Invoice	10/20/2016	breakfast meeting	0.00	25.00	
U-VERSE	AT&T U-verse	10/27/2016	Regular	0.00	70.00	7259
294601016	Invoice	10/04/2016	Internet	0.00	70.00	
AT&T	AT&T	10/27/2016	Regular	0.00	92.83	7258
01841016	Invoice	10/13/2016	Office Phones	0.00	92.83	
AT&T	AT&T	11/10/2016	Regular	0.00	623.94	7279
21141016	Invoice	10/20/2016	office phones	0.00	623.94	
CALPERS	California Public Employees' Retirement	10/27/2016	Regular	0.00	162.71	7260
2143	Invoice	10/15/2016	Retired Premiums	0.00	162.71	
CALPERS	California Public Employees' Retirement	10/27/2016	Regular	0.00	4,079.02	7272
INV0000501	Invoice	10/14/2016	Health	0.00	2,039.52	
INV0000512	Invoice	10/31/2016	Health	0.00	2,039.50	
CSDA	California Special Districts Association	11/10/2016	Regular	0.00	3,888.00	7280
12152017	Invoice	11/09/2016	2017 Membership Dues	0.00	3,888.00	
CAL-STATE	Cal-State	10/27/2016	Regular	0.00	101.39	7261
72032	Invoice	10/15/2016	Portable Toilet	0.00	101.39	
CANON	Canon Financial Services, Inc.	10/27/2016	Regular	0.00	120.87	7262
16590230	Invoice	10/13/2016	Contract Charges	0.00	120.87	
CMWD	Casitas Municipal Water District	11/10/2016	Regular	0.00	38,703.68	7281
261151016	Invoice	10/31/2016	Fairview Rd. Water Purchase and standby	0.00	37,460.30	
262001016	Invoice	10/31/2016	Hartmann Allocation	0.00	85.49	
911321016	Invoice	10/31/2016	Tico & La Luna Purchased Water and stan	0.00	1,157.89	
CLEANCO	Cleanco Services	11/10/2016	Regular	0.00	300.00	7282
3018	Invoice	10/28/2016	janitorial for October	0.00	300.00	
VCRMA	County of Ventura, RMA	11/10/2016	Regular	0.00	263.44	7283
IN0157043	Invoice	10/26/2016	cross connection contract	0.00	263.44	
OSWALD	Craig Oswald, General Contractor	10/27/2016	Regular	0.00	1,630.00	7263
1246	Invoice	10/27/2016	bathroom fans	0.00	1,630.00	
DATAP	Dataprose LLC	11/10/2016	Regular	0.00	1,017.01	7284
DP1603291	Invoice	10/31/2016	bulk mailing and postage	0.00	1,017.01	
DOCUPRO	DocuProducts Corporation	11/10/2016	Regular	0.00	456.38	7285
128965	Invoice	11/02/2016	Maintenance Contract on copier	0.00	456.38	
DRAGANCHUK	Draganchuk	11/10/2016	Regular	0.00	89.85	7286
105516	Invoice	11/01/2016	Alarm System for office	0.00	89.85	

Check Report

Date Range: 10/16/2016 - 11/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
EJHAR	E. J. Harrison Rolloffs, Inc.	10/27/2016	Regular	0.00	166.11	7264
281301016	Invoice	10/13/2016	Office Trash	0.00	40.00	
994261016	Invoice	10/13/2016	3 Yard Dumpster	0.00	126.11	
FGLNV	FGL Environmental	10/27/2016	Regular	0.00	237.00	7265
611473A	Invoice	10/18/2016	Lab Services	0.00	79.00	
611792A	Invoice	10/26/2016	lab. services	0.00	79.00	
612152A	Invoice	10/21/2016	Lab. Services	0.00	79.00	
FGLNV	FGL Environmental	11/10/2016	Regular	0.00	158.00	7287
612508A	Invoice	10/27/2016	lab. services	0.00	79.00	
612834A	Invoice	11/03/2016	lab. services	0.00	79.00	
GUARDIAN	Guardian	10/27/2016	Regular	0.00	8.00	7266
760461016	Invoice	10/13/2016	Administration Fee	0.00	8.00	
GUARDIAN	Guardian	10/27/2016	Regular	0.00	339.64	7273
INV0000502	Invoice	10/14/2016	Dental	0.00	169.82	
INV0000513	Invoice	10/31/2016	Dental	0.00	169.82	
HLTHNE	Health Net Life Insurance Company	10/27/2016	Regular	0.00	21.60	7267
61791016	Invoice	10/07/2016	Life Insurance	0.00	21.60	
HSBS	HealthSmart Benefit Solutions, Inc.	10/27/2016	Regular	0.00	98.00	7274
INV0000504	Invoice	10/14/2016	HSBS	0.00	49.00	
INV0000515	Invoice	10/31/2016	HSBS	0.00	49.00	
JUSTIN	Justin Martinez	10/27/2016	Regular	0.00	140.00	7268
1177	Invoice	10/16/2016	D3	0.00	140.00	
NEILSON	Law Offices of Lindsay F. Nielson	10/27/2016	Regular	0.00	820.00	7269
34881016	Invoice	10/11/2016	Attorney Fees	0.00	820.00	
MOHARD	Meiners Oaks Hardware	11/10/2016	Regular	0.00	164.24	7288
738898	Invoice	10/01/2016	Shovel, Rule tape, Thread seal tape	0.00	39.33	
739177	Invoice	10/01/2016	standing fan	0.00	23.64	
739569	Invoice	10/01/2016	Oil, screwdriver, wood chisel, blade cutoff	0.00	62.97	
739884	Invoice	10/03/2016	reflect tape, cement, pvc primer, etc	0.00	19.65	
740344	Invoice	10/06/2016	6d HD box stock	0.00	3.86	
741256	Invoice	10/12/2016	Bolts and screws	0.00	2.15	
741913	Invoice	10/17/2016	8 paintbrushes	0.00	12.64	
MITEC	MiTec Solutions LLC	11/10/2016	Regular	0.00	380.00	7289
40840	Invoice	10/27/2016	October Labor On-Site	0.00	190.00	
40841	Invoice	10/01/2016	September Labor On-Site	0.00	190.00	
OFFDEP	Office Depot	11/10/2016	Regular	0.00	139.98	7290
875021314001	Invoice	10/27/2016	paper, ink, correction tape, etc.	0.00	139.98	
PERS	Public Employees' Retirement System	10/27/2016	Regular	0.00	2,072.70	7257
INV0000514	Invoice	10/31/2016	PERS	0.00	2,072.70	
PERS	Public Employees' Retirement System	11/10/2016	Regular	0.00	1,841.63	7276
INV0000525	Invoice	11/15/2016	PERS	0.00	1,841.63	
PERS	Public Employees' Retirement System	11/10/2016	Regular	0.00	678.27	7291
10000001485950	Invoice	11/01/2016	Unfunded Accrued Liability	0.00	678.27	
PERS	Public Employees' Retirement System	11/10/2016	Regular	0.00	9.83	7292
10000001485951	Invoice	11/01/2016	Unfunded Accrued Liability	0.00	9.83	
QUINNRTL	Quinn Rental Services	11/10/2016	Regular	0.00	576.15	7293
V9610201	Invoice	10/27/2016	backhoe with bucket	0.00	576.15	

Check Report

Date Range: 10/16/2016 - 11/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
SCE	Southern California Edison Co.	11/10/2016	Regular	0.00	817.94	7294
OFFELE1116	Invoice	11/09/2016	Office Electricity	0.00	119.33	
PMP1-1116	Invoice	11/09/2016	Pump 1	0.00	47.91	
PMP2-1116	Invoice	11/09/2016	Pump 2	0.00	44.00	
PMP4&71116	Invoice	11/09/2016	Pumps 4&7	0.00	53.14	
TNKFRM1116	Invoice	11/09/2016	Tank Farm	0.00	29.78	
WELL81116	Invoice	11/09/2016	Well 8	0.00	64.70	
Z-21116	Invoice	11/09/2016	Zone 2	0.00	103.67	
Z-2FIR1116	Invoice	11/09/2016	Zone 2 Fire	0.00	70.11	
Z-2PWR1116	Invoice	11/09/2016	Zone 2 Power	0.00	257.27	
Z-3FIR1116	Invoice	11/09/2016	Zone 3 Fire	0.00	28.03	
SWRCB	State Water Resources Board	10/27/2016	Regular	0.00	2,639.71	7270
LW-1007989	Invoice	10/19/2016	Water System Fees	0.00	2,639.71	
TRENCH	Trench Shoring Company	11/10/2016	Regular	0.00	471.00	7295
1086714-0001	Invoice	11/02/2016	boom truck, trench top	0.00	471.00	
TYLER	Tyler Technologies, Inc.	11/10/2016	Regular	0.00	1,384.64	7296
025-171379	Invoice	11/01/2016	Incode Customer Relationship Suite	0.00	1,384.64	
UAOFSC	Underground Service Alert of So.Ca.	11/10/2016	Regular	0.00	27.00	7297
1020160433	Invoice	11/01/2016	Digalert	0.00	27.00	
USBANK	US Bank Corporate Pmt. System	11/10/2016	Regular	0.00	1,213.66	7298
Benf0927	Invoice	10/01/2016	Easel Paper	0.00	15.45	
Benf1010	Invoice	10/10/2016	Black markers	0.00	8.36	
LATIMES1004	Invoice	10/04/2016	Monthly subscription	0.00	48.88	
MOAuto1017	Invoice	10/17/2016	Oil change	0.00	257.70	
Ojaicarwash1014	Invoice	10/14/2016	truck wash	0.00	29.20	
USPS0927	Invoice	10/01/2016	Mailing envelopes	0.00	817.50	
Vons0930	Invoice	10/01/2016	water, TP, PT	0.00	36.57	
VTACNCRT	Ventura Concrete Cutting	11/10/2016	Regular	0.00	125.00	7299
6191	Invoice	10/21/2016	saw cut in asphalt @ La Luna	0.00	125.00	
VERIZON	Verizon Wireless	11/10/2016	Regular	0.00	239.39	7300
9774406773	Invoice	10/26/2016	Cell Phones	0.00	239.39	
WRIGHT EXP	WEX Bank	10/27/2016	Regular	0.00	723.64	7271
47301243	Invoice	10/15/2016	Fuel	0.00	723.64	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	43	0.00	67,412.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	76	43	0.00	67,412.28

PR \$31,017.55

Report of Income as of 10/31/2016

Income	Month of October	Year To Date	Budget Approp	Approp Bal 07/31/15
Interest	795.30	1,599.26	--	(1,599.26)
Taxes	250.19	684.22	--	(684.22)
Pumping Charges	399.79	1,456.86	--	(1,456.86)
Fire Protection	133.79	561.86	--	(561.86)
Meter & Inst. Fees	--	--	--	--
Water Sales	61,735.39	239,761.21	659,439.00	419,677.79
Casitas Water Sales	1,494.65	3,520.30	--	(3,520.30)
MWAC Charges	46,541.61	170,380.68	666,997.00	496,616.32
MCC Chg.	6,259.86	25,892.17	125,408.00	99,515.83
Misc. Income	95.66	1,547.80	8,000.00	6,452.20
Late & Delinquent Chgs.	3,364.20	11,255.88	--	(11,255.88)
Conservation Penalty	100.00	300.00	--	(300.00)
Capital Improvement	--	--	--	--
Drought Surcharge	6,405.00	17,109.38	--	(17,109.38)
	--	--	--	--
		--	--	--
		--	--	--
TOTAL INCOME	127,575.44	474,069.62	1,459,844.00	985,774.38

OATH OF OFFICE
(California Government Code §1360)

MEINERS OAKS WATER DISTRICT

STATE OF CALIFORNIA }
 }
COUNTY OF VENTURA } ss.

As a Director for the **MEINERS OAKS WATER DISTRICT**

I, _____ to solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature

Subscribed and sworn to before me this _____ day of _____, 2016.

By: _____
Signature/Title



Allocation Adjustment Request Form

The Meiners Oaks Water District's Drought Contingency Plan was developed and implemented to meet State mandated reduction measures and help manage our local supplies. If you believe that your allocation is not set at an appropriate amount and should be adjusted for the reasons stated below, you must complete this form. Allocations are based on the average use for your property minus the appropriate required reduction in that declared stage of drought, during the years 2010, 2011, 2012. Any allocation adjustment may be reviewed by MOWD staff or the board, and subject to periodic review and change due to drought conditions.

NAME: PERRY FAMILY, LLC OWNER OF
THE MEINERS OAKS TRAILER PARK Account Number: 01-40100-01
Email: REPRESENTED BY ROBERT PERRY Daytime Phone: 646-1208 Other: _____

Mailing address: (If different from service address): _____

I have read the Guidelines for allocation adjustments (On the back page) and request an allocation adjustment for the following reason(s): SEE ATTACHED PAGE

☐ Please explain reason(s) below; attach any additional sheets if needed. An inspection of your property will be required for verification.

Note: Any request form submitted that is incomplete or has missing information, will be returned to the applicant. Any approval of an allocation does not relieve that customer from conserving water on their property, or from over allocation and conservation penalties. MOWD could take up to 30 days to respond to your request in writing. If approved, your new allocation will start at following billing cycle.

All applications can be sent to: Meiners Oaks Water District, 202 W. EL Roblar, Ojai Ca, 93023 (Fax) 805-646-2297 or by Email: moh2odist@sbcglobal.net

I have completed this form and affirm that I am the above account holder and the information contained herein, (including attachments), is complete and accurate. I further understand that all variances are subject to change and I may be liable for back charges for providing false information.

Print Name: ROBERT PERRY Signature: [Signature]

Do not write below this line (District use only)

Date received: 10-5-16 Current Allocation: 90 Base allocation 129 units
Documentation submitted: 1 letter attached

The Meiners Oaks Trailer Park pays the monthly water availability charge for 26 dwellings. That makes us 26 customers.

The Drought Contingency Plan states, on page 6 and 19, that each customer will be given “A minimum amount that should be sufficient to meet the demands of a typical residential customer (15 units per month).”

We should have been given the minimum base monthly allocation of 15 units per month for each of the 26 customers served by the master meter, which would be a total of 390 units. That would make our 3rd stage drought allotment 273 units per month.

Each and every other random customer, that’s not being served by a master meter, of the Meiners Oaks Water District were given a minimum base monthly allocation of 15 units.

To do less than that for the 26 customers of the MOWD located at 474 N. Arnaz St., and for all of the MOWD’s customers served by a master meter, is discrimination.

Points of information:

In a commercial setting when one meter is feeding multiple dwellings that meter is called a “master meter”.

The California Public Utilities Commission mandates that each dwelling be given it’s full due and treated just the same as any other dwelling, in terms of charges, allocations, rebates, etc...., by both the Utility company and the owner/holder of that master meter (in this case the Meiners Oaks Trailer Park).

The utility companies are required, by law, to give the master meter the full monthly allocations for the total number of dwellings serviced by the master meter associated with their tiered billing.

As the owner of a master metered mobilehome park I am bound by law, by the California Public Utility Commission, to charge my sub-metered customers no more than the Utility company would charge them if they were the direct, single meter, customers of the Utility company.

Not only are the allocations for each dwelling totaled and credited to the master meter and the master meter account, any rebates are credited directly to the master meter account and it then becomes my legal responsibility to make sure that each individual customer is credited properly.

The way that the MOWD is handling the commercial master metered situation is in direct opposition to the California Public Utility Commission.

September 20, 2016

To: Meiners Oaks Water District

From: Meiners Oaks Trailer Park

Subject: Minimum Base Month Allocation and Master Meter Billing

On page 6 of the Meiners Oaks Water District Drought Contingency Plan (Adopted on August 16th, 2016) it says,

“Each customer will be given a base month allocation based on [the] larger of that customers average annual demand from 2010-2012 or a minimum amount sufficient to meet the demands of a typical residential customer. (15 units per month)”

On page 19 it says,

“A minimum amount that should be sufficient to meet the demands of a typical residential customer (15 units per month). This amount is intended to protect human health and safety.”

If the intent of the Water District to protect human health and safety is to be realized, a minimum base month allocation of 15 units has to be applied to each dwelling served by the Water District.

If a single meter, that is feeding multiple dwellings, is given a base month allocation that is less than 15 units per dwelling, then the stated intent of the Water District is not being realized.

I believe the issue is the wording on pages 6 and 19 “typical residential customer”.

The term “typical residential dwelling” would be more in keeping with the intent of the Water District.

The use of the word “customer” is ambiguous.

The base month allocation can't be per customer or per meter. It has to be per dwelling.

Otherwise, under certain circumstances, the intent of the Water District to protect human health and safety will not be realized.

Both Southern California Edison and The Gas Company have a tiered billing system with a base allocation at one price and a higher price when the user exceeds that base.

In both cases, in a master meter situation, the master meter is given the base allocation times the number of dwellings fed by the master meter and the master meter account is only charged the higher second tier rate for usage over that total base allocation.



Allocation Adjustment Request Form

The Meiners Oaks Water District's Drought Contingency Plan was developed and implemented to meet State mandated reduction measures and help manage our local supplies. If you believe that your allocation is not set at an appropriate amount and should be adjusted for the reasons stated below, you must complete this form. Allocations are based on the average use for your property minus the appropriate required reduction in that declared stage of drought, during the years 2010, 2011, 2012. Any allocation adjustment may be reviewed by MOWD staff or the board, and subject to periodic review and change due to drought conditions.

NAME: Joyce Patola Account Number: 05-30540-01
Email: j.touche@yahoo.com Daytime Phone: ⁸⁰⁵890-3196 Other: N/A
Mailing address: (If different from service address): _____

I have read the Guidelines for allocation adjustments (On the back page) and request an allocation adjustment for the following reason(s):

☐ Please explain reason(s) below; attach any additional sheets if needed. An inspection of your property will be required for verification.

During the base years used for average consumption this home was under construction and then upon completion of construction was not occupied on a FT basis. See attached timeline. The unit is occupied now FT by 1 family member and weekends (SAT & Sun) by 2nd family member.

Note: Any request form submitted that is incomplete or has missing information, will be returned to the applicant. Any approval of an allocation does not relieve that customer from conserving water on their property, or from over allocation and conservation penalties. MOWD could take up to 30 days to respond to your request in writing. If approved, your new allocation will start at following billing cycle.

All applications can be sent to: Meiners Oaks Water District, 202 W. EL Roblar, Ojai Ca, 93023 (Fax) 805-646-2297 or by Email: moh2odist@sbcglobal.net

I have completed this form and affirm that I am the above account holder and the information contained herein, (including attachments), is complete and accurate. I further understand that all variances are subject to change and I may be liable for back charges for providing false information.

Print Name: Joyce Patola Signature: [Signature]

Do not write below this line (District use only)

Date received: 11-8-16 Current Allocation: 11 Base = 15
Documentation submitted: 4

Guidelines for Adjustment

1. General Information

- Customers are responsible for requesting an allocation adjustment in writing to MOWD
- All documentation is subject to verification and review by MOWD staff
- Once verification is completed and your request is approved, your new allocation will be applied to the following billing cycle
- Failure to supply or the refusal to produce any documentation requested by MOWD may result in denial or revocation of request
- Any requests related to water waste will not be accepted
- All applications are subject to annual review

2. Qualifying reasons for an adjustment

- An increase of livestock weighing greater than 200 lbs. requiring 15 gallons of water per day
- Care facility (Adult or Child) operating 24/7
- Correction of number of dwelling units on a property

Upon submittal of your application, please understand the following:

As an applicant, you are agreeing to verification and/or audit of your request by MOWD staff and agree to provide all documentation and/or access to support your request. If the information you have supplied is false, all fees and charges will be adjusted retroactively as of the date of the application and additional administrative fees may apply. All appropriate fees and charges will be added to a subsequent water bill associated with the account number provided within the application.

Status Log for 1132 So La Luna AV, Ojai

Est Date	Status	Est # of occupied days per CY	FT Occupants	Intermittent Weekends Only	Permanent Residence
Jun-10	Construction complete				
2011	Guest Unit	24	0	Frank and Joyce	3664 Martz/1128 So La Luna/434 East Main
2012	Guest Unit	100	0	Frank and Joyce	368 Otono
2013	Guest Unit	100	0	Frank and Joyce	368 Otono
2014	Guest Unit	100	0	Frank and Joyce	368 Otono
2015	Guest Unit	100	0	Frank and Joyce	368 Otono
Aug-15	Primary Residence	199	Joyce as of 8/1/2015	Frank and Joyce	368 Otono
2016	Primary Residence	365	Joyce	Frank	368 Otono/1132 So La Luna/434 East Main
2017	Primary Residence	365	Joyce & Frank as of 2/1/2017	Frank	1132 So La Luna/434 East Main
					1132/434 East Main until 1/31/2017

Retirement end of Jan, 2017.
at which time both family members will
occupy 1132 on a FT basis.



DAN GOODWIN, MAI
ASSESSOR OF VENTURA COUNTY
800 South Victoria Avenue
Ventura, CA 93009-1270
805-654-2181 Fax: 805-645-1305

TOUCHETTE JOYCE R
1128 S LA LUNA AV
OJAI CA 93023

DATE	TAX YEAR	TRA	FORM NAME
06/24/10	2010	70044	CHANGED ASSESSMENT VALUE NOTICE

2010 TAXABLE VALUE		PARCEL NUMBER	PROPERTY LOCATION
Land	75,680	018-0-102-255	1128 S LA LUNA RD OJAI
Improvements	386,890		
Personal Property		The "2010 TAXABLE VALUE" shown on this notice will appear on the 2010 Assessment Roll. This value will be the basis of your property tax bill for the 2010 tax year. If you had a higher value in 2009, the decrease is due to a negative Proposition 13 inflation rate, a change in ownership or a decline in value as of January 1, 2010. If you had a lower value last year, an increase in your taxable value may be due to a return to your Proposition 13 value, an increase in your market value, a change in ownership or new construction.	
Fixtures			
Trees / Vines			
Total	462,570		
Exemption			
Net Value	462,570		

NOTIFICATION OF ASSESSMENT - THIS IS NOT A TAX BILL

You may **not** have received a notice in the past. For your convenience, this year all real property and manufactured home owners will receive a value notice before receiving their tax bill in October.

If you disagree with the taxable value, please contact our office first for an explanation. In addition, you may formally appeal the value by filing an "Application for Changed Assessment" form with the Clerk of the Assessment Appeals Board. This filing period is **July 2 to September 15, 2010**. The appeal application form can be obtained from the Clerk of the Assessment Appeals Board, located at 800 South Victoria Avenue, Ventura, CA 93009-1920, or you may **fill out an online application** at their website: <http://ceo.countyofventura.org/cob>. Please follow all instructions carefully.

The Clerk of the Assessment Appeals Board will schedule hearing dates and notify the applicants. The Assessment Appeals Board may waive appearance at the appeal hearing if presented with a written withdrawal or stipulation agreement to value signed by the Assessor, County Counsel, and the applicant or agent. The Assessment Appeals Board may either accept the stipulation or reject it and set a new hearing date (Revenue and Taxation Code Section 1607).

THE DEADLINE TO APPEAL YOUR ASSESSED VALUE IS SEPTEMBER 15, 2010. DO NOT WAIT FOR YOUR TAX BILL, AS YOU WILL MISS THE APPEAL FILING DEADLINE. You are required to pay the tax bill on time to avoid penalties and interest, even if you file an appeal.

The Assessor's Office welcomes the opportunity to be of service to you in explaining the valuation of your property. Answers to many of your questions may be found on our website: <http://assessor.countyofventura.org>.

Construction 1132 complete

BOB & DARLENE MACKAY

February 1, 2010

Frank and Joyce Patota
3664 Martz Street
Simi Valley, CA 93063

Dear Frank and Joyce,

It is hard to believe that we are approaching the end of a year since you rented the room downstairs. We appreciate you as tenants and are glad that this provides some relief from Frank's long commute to work.

Our initial residential lease agreement with you dated March 22, 2009, stated:

On each anniversary of the beginning date of April 1, 2009, the monthly rent shall be increased annually by a cost of living adjustment of 5% of the previous year's monthly rent.

This increase is due to occur on April 1, 2010. However, we value you as people and as our tenants; therefore, in the spirit of this continued "troubled economy" and its effect on everyone, we will **not** invoke this contractual agreement for this year. Your rent will remain at \$600 per month.

Thank you for being one of our best tenants.

Sincerely,



Bob and Darlene Mackay

Frank residence M-7
± weekends depending on
Projects

434 Main Street, El Segundo, California 90245 (310) 322-4404
Bob's Cell: 310-920-1105 Darlene's Cell: 310-920-1106

2010

Attachment
Sequence No. 13

Name(s) shown on return

FRANCIS PATOTA AND JOYCE TOUCHETTE

Your social security number

Part I Income or Loss From Rental Real Estate and Royalties

Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

1 List the type and address of each rental real estate property:

A RESIDENCE 1128 S. LA LUNA
1128 S. LUNA, OJAI, CA 93023

B RESIDENCE - 3664 MARTZ ST
3664 MARTZ ST., SIMI VALLEY, CA 93063

C

2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of:

- 14 days, or
- 10% of the total days rented at fair rental value? (See instructions.)

Yes No

A X

B X

C

Income:

Properties

Totals

3 Rents received

3

A

B

C

(Add columns A, B, and C)

OMB No. 1545-0074

2011

Attachment
Sequence No. 13Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

FRANCIS PATOTA AND JOYCE TOUCHETTE

Your social security number

A Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions)

Yes X No

B If 'Yes,' did you or will you file all required Forms 1099?

Yes No

Part I Income or Loss From Rental Real Estate and Royalties

Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

Caution. For each rental property listed on line 1, check the box in the last column only if you owned that property as a member of a qualified joint venture (QJV) reporting income not subject to self-employment tax.

1 Physical address of each property — street, city, state, zip

Type — from list below

A 174 S. LA LUNA
OJAI, CA 93023

B 3217 S. STRATHMORE
VENTURA, CA 93003

C 368 N. OTONO CT.
CAMARILLO, CA 93010

1

1

1

2 For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.

Fair Rental Days

Personal Use Days

QJV

A 365

B 365

C

SCHEDULE E
(Form 1040)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships,
S corporations, estates, trusts, REMICs, etc)
▶ Attach to Form 1040, 1040NR, or Form 1041.▶ Information about Schedule E and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment
Sequence No. 13Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

FRANCIS PATOTA AND JOYCE TOUCHETTE

Your social security number

Part I Income or Loss From Rental Real Estate and Royalties

Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions)

Yes X No

B If 'Yes,' did you or will you file required Forms 1099?

Yes No

1a Physical address of each property (street, city, state, ZIP code)

A 174 S. LA LUNA, OJAI, CA 93023

B 3217 S. STRATHMORE, VENTURA, CA 93003

C 368 N. OTONO CT., CAMARILLO, CA 93010

1b Type of Property (from list below)

2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.

Fair Rental Days

Personal Use Days

QJV

A 1

B 1

C 1

A

B

C

365

365

Type of Property:

1 Single Family Residence

3 Vacation/Short-Term Rental

5 Land

7 Self-Rental

2 Multi-Family Residence

4 Commercial

6 Royalties

8 Other (describe)

Income:

Properties:

A

B

C

3 Rents received

3

4 Royalties received

4

Expenses:

5 Advertising

5

6 Auto and travel (see instructions)

6

7 Cleaning and maintenance

7

8 Commissions

8

9 Insurance

9

10 Legal and other professional fees

10

11 Management fees

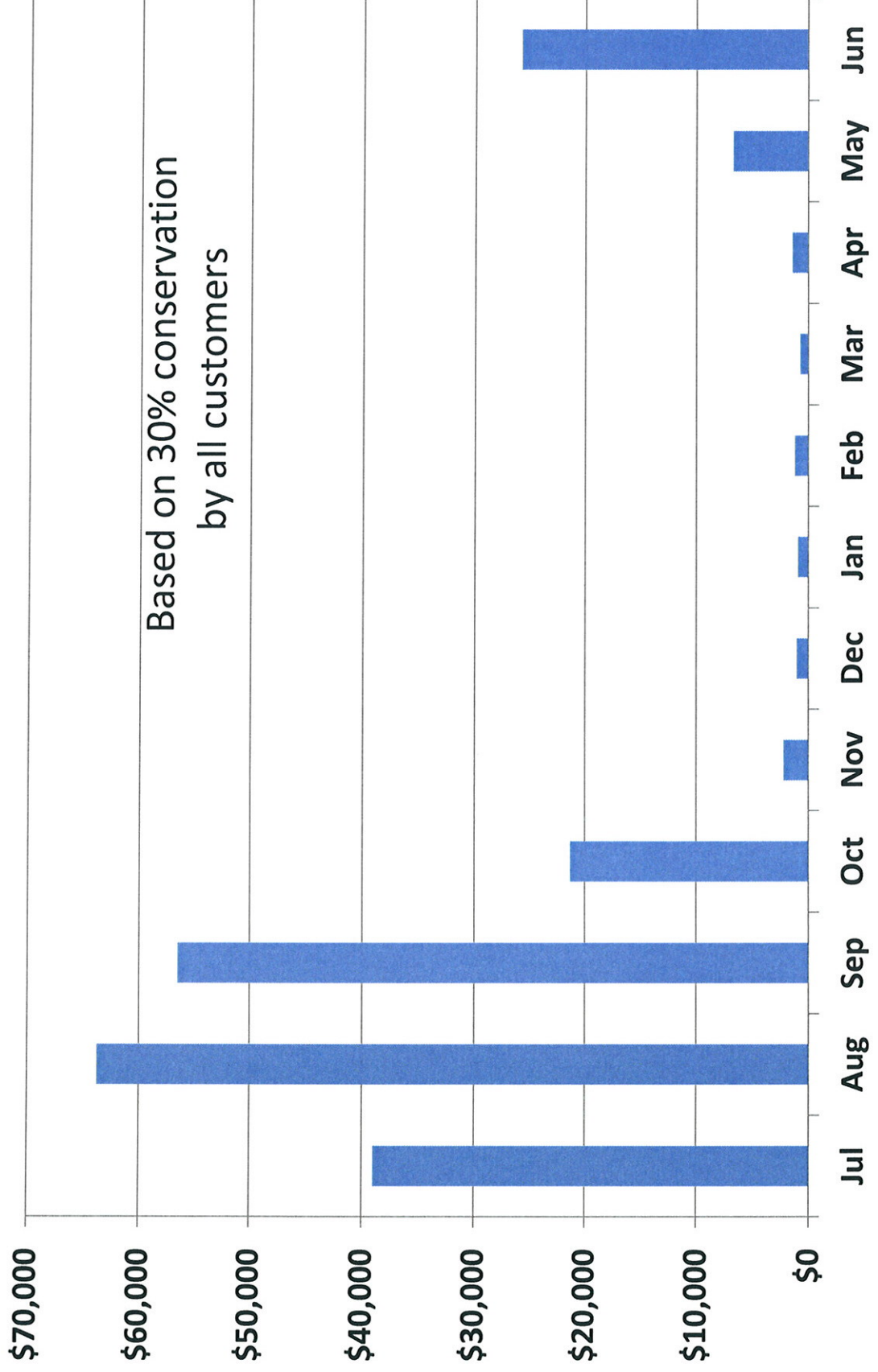
11

588.

443.

Over-Allocation Fees Collected at \$5/Unit

Based on 30% conservation
by all customers



Casitas Over-Allocation Charges for Various Scenarios

Assuming No More Rain This Winter

Case	CMWD Over-Alloc Rate	MOWD Over-Alloc Rate	MOWD Wells (AF)		Over-Alloc Charges	Over-Alloc Revenue Collected	Affect on Reserves
1	\$5 All Year	\$5 All Year	56		\$291,200	\$221,200	-\$70,000
2	\$5 All Year	\$1 All Year	56		\$291,200	\$44,200	\$247,000
3	\$5 All Year	\$1 till April \$5 after April	56		\$291,200	\$70,900	\$220,300
4	Per Letter to Casitas	\$1 till April \$5 after April	56		\$88,000	\$70,900	-\$17,100

Steve Wickstrum, General Manager
Casitas MWD

Proposed Method for Applying the Conservation Penalty to MOWD in 2016-17

Dear Steve,

In September, Casitas MWD's board increased the Over-Allocation Charge (Conservation Penalty) from \$1 to \$5 per unit, effective October 1. We are concerned about the drought and support this measure. It is reassuring to see Casitas take a proactive approach. Moreover, we are grateful for the use of water from Lake Casitas when our wells go dry in the summer, which has happened for the past 4 years.

As one of your resale agencies, Meiners Oaks Water District has tentatively been granted an annual allocation of 700 AF, pending final resolution of our MOU. In Stage 3, we are allowed 70% of this amount or 490 AF. If we take more than that amount from Casitas MWD during the period from July 1 through June 30, it is our understanding that we would pay \$5 per unit for the over-allocation amount. We would be billed in August for any overuse over the prior 12 months.

MOWD's current rates include a \$1/unit over-allocation charge for customers who exceed their monthly allocation from MOWD. Our allocation procedure is somewhat less generous than the one in your WEAP. We have been collecting these charges since June in the event we exceed our tentative allocation of water from Casitas this year. To accommodate Casitas' increase, our board is considering increasing our over-allocation charge from \$1 to \$5 as well. In the event of another dry winter, we would notify our customers and give them time to provide comments before final adoption. The earliest we could implement an increase would be on January 1, 2017.

This puts us in a timing dilemma. Our over-allocation amount is calculated beginning in July, while the increase to \$5 was effective on Oct 1; and we cannot respond in kind until January 1, at the earliest. We don't think you intend to increase our rates retroactively. However, you can understand that it would be very difficult for us to charge our customers in August 2017 for their over-use in July 2016. We have developed a pay-as-you-go rate structure.

Therefore, we make the following proposal: We ask that your new rate would become effective for MOWD on January 1, to give us time to pass it on to our customers if necessary. Our annual Casitas allocation would be divided in half: $490/2 = 245$ AF. That would leave us with 245 AF of allocation for July through December 2016, and 245 AF for January through June. In the event we exceed 490 AF for the 12 month period ending June 30, 2017, we would pay \$1/unit

for any amount we exceed 245 AF during the first six months plus \$5/unit for any amount we exceed 245 AF during the second six months.

Please consider how uncertain it is for us to budget for this over-allocation charge and implement appropriate rates. Here we are, 5 months into the fiscal year, and we have no idea how much Casitas MWD water we will need during this same fiscal year. If we get 13-inches or more of rain this winter, like last year, our wells will replenish, and we will stay under our tentative allocation from Casitas. If we get 6-inches or rain or less, we will likely exceed our tentative allocation from Casitas. Implementing the measures proposed herein will allow MOWD to remain solvent while we respond to your new conservation penalty and cope with this drought.

We note that your *Resolution Adopting an Increased Conservation Penalty for Over Allocation Water Usage*, adopted on September 14, 2016, does not specifically mention resale agencies or how the increase would be applied to us. To help us justify passing this potential cost on to our customers within the context of State law (Prop 218), we, therefore, ask you to please confirm in writing whether our understanding of the over-allocation charge and how it would apply to us, as discussed in this letter, is correct. Please also advise us whether you will consider our proposed allocation split for 2016-17.

Thank you for your consideration, and please feel free to call me if you have any questions or comments.

Mike Hollebrands

About Our New Drought Surcharge And Why It Will Increase If We Don't Get Much Rain

Meiners Oaks Water District is still in the worst short-term drought in its history. Though our wells partially recharge in the winter, each summer for the past four years, our wells have gone dry, and we've been forced to take all of our water from Lake Casitas for months at a time. We are grateful to the fine folks at Casitas Municipal Water District. And we anxiously await the rainy season!

If you use more water in the hot summer months, you may have noticed the \$1.00 charge we add to your bill for each Unit (748 gallons) of water that you use over your monthly allocation. We do that because our backup water supplier, Casitas MWD, implemented a charge of \$1.00 for each Unit of water that MOWD uses over its annual allocation from Casitas MWD.

We are now in Stage 3 of drought, during which we tentatively have an annual allocation of 490 acre-feet (AF) of water from Lake Casitas. Over the last 12 months, MOWD used 692 AF. If we get 13 or more inches of rain over the next four months, our wells might recharge, and we would probably not exceed our annual allocation of lake water. If we get much less than that, MOWD may exceed its allocation by next summer.

In October, Casitas MWD increased its Over-Allocation Charge from one to five dollars per Unit, as you may have read in the *Ojai Valley News*. If we have a dry winter, MOWD would need to increase its Over-Allocation Charge from \$1 to \$5 per Unit as well, to remain financially solvent. Your monthly allocation amount would not change. If this becomes necessary, we will adopt the new rate next March or April. We would also hold a public meeting to give our customers an update on the drought and its effect on our rates.

The purpose of this notice is to advise you of what will happen if we don't have enough rain this winter, and give you time to plan for this possible increase in our Over-Allocation Charge.

Meanwhile, we appreciate your efforts to conserve water. MOWD has decreased its water use by more than 25% compared to pre-drought levels. Please call us if you have any questions.

(805) 646-2114

meinersoakswater.org



Resolution 20161115
Adoption of CalPERS Supplemental Income 457 Plan

WHEREAS, Meiners Oaks Water District desires to establish a[n additional] deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the "Board.") of the California Public Employees' Retirement System ("CalPERS") has established the CalPERS Supplemental Income 457 Plan (the "CalPERS 457 Plan") which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, Meiners Oaks Water District believes that the CalPERS 457 Plan and the investment options available thereunder will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed ING (the Plan Recordkeepers) to perform recordkeeping and administrative services under the CalPERS 457 Plan;

NOW, THEREFORE, BE IT RESOLVED that Meiners Oaks Water District adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the Board of Directors to execute the attached adoption agreement on behalf of Meiners Oaks Water District and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the District office.

Passed, approved and adopted this 15th day of November 2016.

James Kentosh, President of the Board
Meiners Oaks Water District

Stacey Gilbert, Secretary of the Board
Meiners Oaks Water District

Meiners Oaks Water District

RESOLUTION NO. 20161115-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MEINERS OAKS WATER DIRECTORS APPOINTING DIRECTOR AND ALTERNATE DIRECTOR TO THE BOARD OF DIRECTORS OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY JOINT POWERS

WHEREAS, the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, (MOWD) and the Ventura River Water District ("Member Agency" or "Member Agencies") have entered into a joint exercise of powers agreement ("JPA Agreement") creating the Upper Ventura River Groundwater Agency ("UVR Groundwater Agency"); and

WHEREAS, the JPA Agreement requires the governing board of each Member Agency to appoint a Director to the UVR Groundwater Agency Board of Directors ("UVR Groundwater Agency Board") as well as an Alternate Director to represent the MOWD's interests in the absence of the Director; and

WHEREAS, in order to be eligible for appointment as a Director or Alternate Director, an individual shall be either a member of the MOWD's staff or of a MOWD Director and shall cease to be a Director or Alternate Director when no longer a member of the MOWD's staff or of a MOWD Director; and

WHEREAS, the Director and Alternate Director shall serve for an initial period of two or three years, as will be determined by resolution at the first regular meeting of the UVR Groundwater Agency Board; and

THEREFORE, BE IT RESOLVED by the Board of Directors of the Meiners Oaks Water District, as follows:

1. All the recitals in this resolution are true and correct and the Meiners Oaks Water District so finds, determines and represents.
2. The Board of Directors hereby appoints Michael B. Krumpschmidt as the Director and appoints Michael A. Etchart as the Alternate Director to represent the Meiners Oaks Water District on the UVR Groundwater Agency Board.
3. The individuals appointed as the Director and Alternate Director are both a member of the MOWD's staff or of the Meiners Oaks Water Board of Directors, as required by the JPA Agreement.
4. The Meiners Oaks Water District hereby confirms that the Director and Alternate Director appointed pursuant to this resolution are authorized to represent the district's interests with respect to all matters that come before the UVR Groundwater Agency Board.
5. This resolution shall take effect immediately upon passage and adoption.

1 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing
2 Resolution No. 20161115-1 was duly adopted and passed by the Board of Directors of
3 Meiners Oaks Water District at a regularly scheduled meeting held on the 16th day of
August, 2016, by the following vote:

4 AYES:

5 NOES:

6 ABSENT:

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Jame Kentosh, President
Meiners Oaks Water District

ATTEST:

Stacey Gilbert, Secretary
Meiners Oaks Water District

JOINT EXERCISE OF POWERS AGREEMENT

by and among

THE CASITAS MUNICIPAL WATER DISTRICT

THE CITY OF SAN BUENAVENTURA

THE COUNTY OF VENTURA

THE MEINERS OAKS WATER DISTRICT

and

THE VENTURA RIVER WATER DISTRICT

creating

THE UPPER VENTURA RIVER GROUNDWATER AGENCY

DECEMBER 2016

TABLE OF CONTENTS

RECITALS.....	1
TERMS OF AGREEMENT	2
ARTICLE 1 DEFINITIONS.....	2
ARTICLE 2 CREATION OF THE AGENCY	3
2.1 Creation of the Agency	3
2.2 Purpose of the Agency	4
ARTICLE 3 TERM	4
ARTICLE 4 POWERS	4
ARTICLE 5 MEMBERSHIP.....	6
5.1 Members	6
5.2 New Members.....	7
ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS.....	7
6.1 Formation of the Board of Directors.....	7
6.2 Duties of the Board of Directors.....	7
6.3 Appointment of Directors	7
6.4 Alternate Directors.....	8
6.5 Term, Reappointment, and Removal	9
6.6 Vacancies	9
6.7 Conflicts of Interest.....	9
ARTICLE 7 OFFICERS	10
7.1 Officers	10
7.2 Appointment of Officers.....	10
7.3 Principal Office.....	10
ARTICLE 8 DIRECTOR MEETINGS	10
8.1 Initial Meeting.....	10
8.2 Time and Place.....	10
8.3 Special Meetings.....	10
8.4 Conduct.....	10
8.5 Local Conflict of Interest Code.....	10
ARTICLE 9 MEMBER VOTING.....	10
9.1 Quorum	10

TABLE OF CONTENTS
(continued)

9.2	Director Votes.....	11
9.3	Affirmative Decisions of the Board of Directors.....	11
ARTICLE 10 EXECUTIVE DIRECTOR AND STAFF		11
10.1	Appointment	11
10.2	Duties	11
10.3	Term and Termination	11
10.4	Staff and Services	12
ARTICLE 11 BYLAWS.....		12
ARTICLE 12 ADVISORY COMMITTEES.....		12
ARTICLE 13 ACCOUNTING PRACTICES		12
13.1	General.....	12
13.2	Fiscal Year	12
13.3	Appointment of Treasurer and Auditor; Duties.....	12
ARTICLE 14 BUDGET AND EXPENSES.....		13
14.1	Budget.....	13
14.2	Agency Funding and Contributions.....	13
14.3	Return of Contributions	13
14.4	Issuance of Indebtedness.....	13
ARTICLE 15 LIABILITIES.....		13
15.1	Liability.....	13
15.2	Indemnity	14
15.3	Hazardous Materials	14
15.4	Liability Insurance	14
15.5	Privileges and Immunities.....	14
ARTICLE 16 WITHDRAWAL OF MEMBERS.....		14
16.1	Unilateral Withdrawal.....	14
16.2	Rescission or Termination of Agency.....	14
16.3	Effect of Withdrawal or Termination	14
16.4	Return of Contribution	15
ARTICLE 17 SPECIAL PROJECTS		15
17.1	Special Projects.....	15

TABLE OF CONTENTS
(continued)

17.2	Special Project Agreement.....	15
ARTICLE 18	MISCELLANEOUS PROVISIONS.....	16
18.1	No Predetermination or Irretrievable Commitment of Resources	16
18.2	Notices	16
18.3	Amendments to Agreement	16
18.4	Agreement Complete	16
18.5	Severability	16
18.6	Withdrawal by Operation of Law	16
18.7	Assignment	16
18.8	Binding on Successors	16
18.9	Dispute Resolution.....	16
18.10	Counterparts.....	17
18.11	Singular Includes Plural.....	17
18.12	No Third-Party Rights.....	17
18.13	Member Authorization.....	17

JOINT EXERCISE OF POWERS AGREEMENT THE UPPER VENTURA RIVER GROUNDWATER AGENCY

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

RECITALS

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.

B. For groundwater basins designated by the Department of Water Resources (“**DWR**”) as medium- and high-priority but that have not been designated by DWR as subject to critical conditions of overdraft, SGMA requires establishment of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, and adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2022.

C. The Upper Ventura River Basin (designated basin number 4-3.01 in the DWR’s Bulletin No. 118) (“**Basin**”) is designated as a medium-priority sub-basin.

D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.

E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority.

F. The Joint Exercise of Powers Act of 2000 (“**Act**”) authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.

G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

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

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

TERMS OF AGREEMENT

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

ARTICLE 1 DEFINITIONS

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

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

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

ARTICLE 2

CREATION OF THE AGENCY

- 2.1 Creation of the Agency. There is hereby created pursuant to the Act a joint

powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Upper Ventura River Groundwater Agency ("**Agency**"). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

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

ARTICLE 3 TERM

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

ARTICLE 4 POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Agency, including but not limited to the powers set forth below. For purposes of Government Code section 6509, and unless the Agency has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Ventura, and in the event of the withdrawal of the County of Ventura as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of San Buenaventura.

4.1. To exercise all powers afforded to the Agency under SGMA, including without limitation:

4.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency.

4.1.2 To develop, adopt and implement a GSP for the Basin, and to exercise jointly the common powers of the Members in doing so.

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

4.1.4 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.

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

4.1.6 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.

4.1.7 To exchange and distribute water.

4.1.8 To regulate groundwater extractions as permitted by SGMA.

4.1.9 To spread, sink and inject water into the Basin.

4.1.10 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.

4.1.11 To develop and facilitate market-based solutions for the use and management of water rights.

4.1.12 To impose assessments, groundwater extraction fees or other charges, and to undertake other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.

4.1.13 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.

4.2 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.

4.3 To develop, collect, provide, and disseminate information that furthers the purposes of the Agency.

4.4 To make and enter contracts necessary to the full exercise of the Agency's power.

4.5 To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.

4.6 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, as authorized by the Act.

4.7 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

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

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

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

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

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

4.13 To undertake Special Projects, as set forth in Article 17.

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

ARTICLE 5 MEMBERSHIP

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

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

ARTICLE 6

BOARD OF DIRECTORS AND OFFICERS

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

6.1.1 Five (5) Member Directors, with one (1) Member Director appointed by the governing board of each Member.

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

(a) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet one or more of the following three criteria, determined at the sole discretion of the Member Directors: (i) own and operate an agricultural business with its principal operations on land overlying the Basin; (ii) own or lease property overlying the Basin and extract groundwater from the Basin for the irrigation of at least two (2) acres of crops in commercial operation; or (iii) be a representative of an agricultural organization currently active within the Members' service area boundaries.

(b) Environmental Stakeholder Director. The Environmental Stakeholder Director shall be an active member of a nonprofit, 501(c)(3) organization which, at the sole discretion of the Member Directors, meets the following requirements: (i) is currently active within Ventura County; (ii) has an adopted budget; and (iii) has a mission that advances, or is furthered by, groundwater sustainability.

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

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

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

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

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

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

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

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

(a) Agricultural Stakeholder Director: The Member Directors shall select the Agricultural Stakeholder Director from a list of three (3) qualified nominees submitted by the Farm Bureau of Ventura County ("**Farm Bureau**"). The Farm Bureau shall submit its nominees to the Member Directors pursuant to a process determined by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and at that meeting shall appoint the Agricultural Stakeholder Director upon a vote of all Member Directors.

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

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

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

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

6.7 Conflicts of Interest. No Director shall be allowed to participate in any matter before the Board in which he or she has a conflict of interest. A Member Director is deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Member Director (i) is personally, or (ii) was appointed by a Member that is named as an adverse party in any litigation in which the Agency is a party. A Stakeholder Director is deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Stakeholder Director (i) is personally, (ii) was nominated by, (iii) is employed by, or (iv) acts as a manager or executive director to, or sits on the board of, an entity that is named as an adverse party in litigation in which the Agency is a party. In such an event, the Director shall be deemed disqualified in all matters related to the issue being litigated, shall not be eligible to receive confidential information relating to the litigation from the Agency or its legal counsel, and shall not be eligible to attend any closed session where the litigation is discussed. In the event a Director deemed to have conflict of interest refuses to withdraw from matters related to the conflict, the other Directors shall jointly seek a court order preventing the conflicted Director from participating in those related matters.

ARTICLE 7 OFFICERS

7.1 Officers. The officers of the Agency shall be a chair, vice chair, secretary selected from among the Member Directors. The Agency shall also appoint a treasurer consistent with the provisions of Section 13.3. The vice chair, or in the vice chair's absence, the secretary, shall exercise all powers of the chair in the chair's absence or inability to act.

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

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

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Ventura, California, within thirty (30) days of the Effective Date of this Agreement.

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

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

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

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*) within six (6) months following the appointment of both Stakeholder Directors.

ARTICLE 9 MEMBER VOTING

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

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

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

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

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

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

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

ARTICLE 10

EXECUTIVE DIRECTOR AND STAFF

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

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

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

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

ARTICLE 11 BYLAWS

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

ARTICLE 12 ADVISORY COMMITTEES

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

ARTICLE 13 ACCOUNTING PRACTICES

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

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

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

ARTICLE 14 BUDGET AND EXPENSES

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

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

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

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.6, provided such issuance is approved by a unanimous vote of the Member Directors.

ARTICLE 15 LIABILITIES

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

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, acts or omissions of the Agency or its employees, officers or agents or negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

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

15.4 Liability Insurance. The Board of Directors shall obtain, and maintain in effect, appropriate liability insurance to cover the activities of the Agency's Directors and staff in the ordinary course of their duties.

15.5 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the Members or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such Members.

ARTICLE 16 WITHDRAWAL OF MEMBERS

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

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

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement

which were incurred or accrued prior to the date of such termination or withdrawal, including, without limitation, those debts, liabilities and obligations pursuant to Sections 4.6 and 14.4. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this Section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

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

ARTICLE 17 SPECIAL PROJECTS

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

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

ARTICLE 18 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

18.9 Dispute Resolution. In the event that any dispute arises among the Members relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, (iii) a Member proposing to withdraw from membership in the Agency, or (iv) a Member proposing to initiate litigation in relation to legal rights to groundwater within the Basin or the management of the Basin, the aggrieved Member or Members proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from

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

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

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

18.12 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Members and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Member, nor shall any provision give any third person any right of subrogation or action over or against any Member.

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

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

CASITAS MUNICIPAL WATER DISTRICT DATED:_____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA DATED:_____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA DATED:_____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

MEINERS OAKS WATER DISTRICT DATED:_____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

VENTURA RIVER WATER DISTRICT

DATED:_____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

MEINERS OAKS WATER DISTRICT

RESOLUTION NO. 20161115-2

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MEINERS OAKS WATER DISTRICT
AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF POWERS
AGREEMENT CREATING THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA"); and

WHEREAS, the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District ("Member Agencies") are all local agencies, as SGMA defines that term; and

WHEREAS, the Member Agencies each exercise jurisdiction upon lands overlying the Upper Ventura River Basin (designated basin number 4-3.01 in the California Department of Water Resources' CASGEM groundwater basin system) ("Basin") and are all committed to the sustainable management of the Basin's groundwater resources; and

WHEREAS, the Member Agencies have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Member Agencies operating through a joint powers authority; and

WHEREAS, the Meiners Oaks Water District ("MOWD") is a public entity duly organized and validly existing under the Constitution and laws of the State of California; and

WHEREAS, the MOWD, upon authorization of the Board of Directors, may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code ("JPA Act"), enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them or conferred to them by the JPA Act; and

WHEREAS, all of the Member Agencies are public agencies as defined in the JPA Act; and

WHEREAS, the Member Agencies intend to enter into a joint exercise of powers agreement pursuant to the JPA Act ("JPA Agreement") pursuant to which the Upper Ventura River Groundwater Agency ("UVR Groundwater Agency") will be created to, among other things, take all actions deemed necessary by the UVR Groundwater Agency to ensure sustainable management of the Basin as required by SGMA; and

1 **WHEREAS**, under California law and the JPA Agreement, the UVR Groundwater
2 Agency will be a public entity separate and apart from the parties to the JPA
3 Agreement and the debts, liabilities, and obligations of the UVR Groundwater Agency
4 will not be the debts, liabilities, or obligations of the MOWD or of the other Member
5 Agencies, or of any representatives of either the MOWD or the other Member Agencies
6 serving on the governing body of the UVR Groundwater Agency ("UVR Groundwater
7 Agency Board"); and

8 **WHEREAS**, the Board of Directors of the MOWD has determined it to be in the
9 MOWD's best interest and in the public interest to execute the JPA Agreement in a form
10 substantially similar to the JPA Agreement attached to this Resolution as Attachment 1;
11 and

12 **WHEREAS**, all acts, conditions and things required by the Constitution and laws of
13 the State of California to exist, to have happened and to have been performed
14 precedent to and in connection with the consummation of the transactions authorized
15 hereby do exist, have happened and have been performed in regular and due time,
16 form and manner as required by law, and the MOWD is now duly authorized and
17 empowered, pursuant to each and every requirement of law, to consummate such
18 transactions for the purpose, in the manner and upon the terms herein provided;

19 **WHEREAS**, adoption of this resolution does not constitute a "project" under
20 California Environmental Quality Act Guidelines Section 15378(b)(5), including
21 organization and administrative activities of government, because there would be no
22 direct or indirect physical change in the environment.

23 **THEREFORE, BE IT RESOLVED** by the Board of Directors of the Meiners Oaks Water
24 District, as follows:

- 25 1. All the recitals in this resolution are true and correct and the MOWD so
26 finds, determines and represents.
- 27 2. The Secretary of the MOWD is hereby authorized and directed to attest
28 the signature of the authorized signatory, and to affix and attest the seal
29 of the MOWD, as may be required or appropriate in connection with the
30 execution and delivery of the JPA Agreement.
3. This resolution shall take effect immediately upon passage and adoption.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing
Resolution No. 20161115-2 was duly adopted and passed by the Board of Directors of
the Meiners Oaks Water District at a regularly scheduled meeting held on the 15th day
of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

James Kentosh, President
Meiners Oaks Water District

ATTEST:

Stacey Gilbert, Secretary
Meiners Oaks Water District

ATTACHMENT 1



October 4, 2016

RE: Will Serve Letter for existing service

APN: 017-0-260-120

220 W. Lomita Ave

Ojai, Ca 93023

Dear sir/Madam

Meiners Oaks Water District organized under Chapter 592 of the Acts of the Fortieth Session of the California Legislature and Amendments and California Water Code Section 30500.1 for the purpose of storing, distribution and selling water.

Property of land is comprised of approximately 36.3 acres bearing the Assessor's Parcel No. **017-0-260-120.**

Property owner is currently served by Meiners Oaks Water District to provide water for domestic and fire protection purposes only. This service is provided by a one (6") compound meter with a maximum instantaneous flow of **2,000** gallons per minute (GPM).

It is also Meiners Oaks Water Districts understanding that there is no further need to increase the flow to meet domestic or Ventura County Fire protection District requirements for any proposed or existing building.

Any additional water needed above the current allocation (127.13) acre feet of water to serve said property must be purchased from Meiners Oaks Water District and Casitas Municipal Water District according to their Rates and Regulations and water service Policies.

Plumbing devices shall include a maximum **1.2** gallon per flush toilets, **2.5** gpm (or less) shower heads and aerators on all faucets inside the structure. Use of the school's existing well should be utilized for all outdoor irrigation the extent possible.

By this letter Meiners Oaks Water certifies that the subject parcel is within the service area of Meiners Oaks Water District. Said certification is subject to all applicable terms and conditions contained within Meiners Oaks Water Districts' Rates and Regulations for water service and/or Meiners Oaks Water Districts water service policy for water service as amended from time to time.

Any construction shall include water efficient plumbing devices as specified by Meiners Oaks Water District. Owner is to provide Meiners Oaks Water with the type of plumbing fixtures, description of

landscaping and total estimated annual requirements and certify that it is under aforementioned allocation.

Mike Hollebrands, General Manager

Meiners Oaks Water District

Date



Mr. Mike Hollebrands
Meiners Oaks County Water District
282 El Roblar
Ojai, California 93023

Re: **Additional Water Allocation**

Dear Mike:

This letter is to inform you that Oak Grove School has paid the required fees to Casitas for 1.13 acre feet per year allocation of water. This amount of water allocation has been added to the amount assigned to the Meiners Oaks County Water District (Account No. 26115-0) on the customer's behalf.

Any letters, forms or correspondence required by the County of Ventura for the proposed building project will be the responsibility of your District.

If there are any further questions in this regard, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Neil Cole", is written over the typed name.

Neil Cole
Principal Civil Engineer

Agave Maria

Restaurant & Cantina

106 S. Montgomery St. Ojai, CA 93023 805.646.6353

Customer: Brandy-Meiners Oaks Water district

Taken by: TJ Invoice #: 5899

Phone #: 805-646-2114

Date:

Email: branmal700@yahoo.com

Event time: 7:00pm Setup time: 6:30pm

Event: Holiday dinner

Headcount: 24 P/U or Delivery In-house

27 seats

ENTREES

Amount Unit \$ per lb TOTAL

PRIVATE PARTY - COVERED PATIO SECTION

APPETIZERS 7:00pm - on table

Guacamole, chips & salsa 6 ea \$ 6.00 \$ 36.00

BUFFET DINNER - Outside patio 6:45-7:00pm

Taco Bar - Chicken, tri tip, veggies, fish 24 EA \$ 13.00 \$ 312.00

lettuce, tomatoes, cheese, onions, cilantro, cabbage, sauces

includes rice, beans and green salad

	# of	rate	Hours	time frame
Attendants				
	rate	# of days		description
Dishes			\$ -	

Food Sub-totals \$ 348.00

18% gratuity \$ 62.64

TOTAL \$ 410.64

MUSIC

Tax 7.25% \$ 25.23

GRAND TOTAL \$ 435.87

Additional comments

87.17/ Board member