

Regular Meeting
December 20th 2016
6:00 p.m.



**NOTICE OF REGULAR MEETING OF
BOARD OF DIRECTORS**

December 20th, 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

- **First GSA meeting**
- **State Water**
- **RE-coating and inspection results of the Districts new tank**
- **RFQ for the Ventura River Modeling – Solicitation for bids to set flow requirements within the Ventura River**

5. Board Committee Reports

- Drought Committee met on Nov. 22 and Dec. 7, 2016 – Minutes are attached to the agenda packet

6. Old Business

- Cold water well
- Cozy Dell trail property title report
- No trespassing signs at the tank farm
- Senior Living Facility
-

7. Board of Directors Reports

- OBGMA Alternative demonstration of Groundwater Sustainability - Diana

8. Financial Matters

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

Payables -	\$ 58,067.00
Payroll -	\$ 32,489.90
Total -	<u>\$ 90,556.90</u>

9. Board Discussion and/or Action

- a) Discussion and approval of the proposed amendments to the Drought Contingency Plan
- b) Letter to Casitas MWD about importing state water
- c) Discussion of Casitas MWD's conservation penalty, increasing the one dollar fee to five dollars per unit
- d) Board requested Drought Surcharge billing information

10. 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

11. Meeting Adjournment.

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 October 18th, 2016 Regular Meeting minutes:

Mr. Etchart made the motion to approve the October 18th, 2016 Regular Meeting minutes. Mr. Harrold seconded the motion.

There were some corrections to be made. Corrections will be reflected in the approved minutes

Etchart/Harrold
All Ayes
M/S/C as corrected

3. Public Comments

Elizabeth von Gunten was present

4. General Manager's Report

- GSA- This will be discussed later in the meeting
- State Water – No forward motion in regards to the engineering side of it. They are still developing the concept and pipeline avenues.
- 2800 Maricopa Hwy – Easement and green fencing – Ms. Moll the owner is wanting to do some improvements. At the entrance to our site to the right is on her property but we have an easement for that gate and fence. She just wants to put up some fencing that makes it

more appealing and private and is willing to pay for it. The GM is in talks with Ms. Moll in regards to the easements.

Ms. Engle asked if Ms. Moll has access to our tank area. GM confirmed that all those properties that surround our property have access to our property. There could be some liability issues if trespassers wander onto our sites. Future discussions will be done in regards to budgeting for security measures in the next fiscal year. For the time being we need to make sure we have appropriate signage.

- Desalination forum – There is an Ocean Water Desalination Forum that will take place on December 1, 2016 at 6pm if anyone is interested in attending.

5. Board Committee Reports

- Drought Committee met on November 7, 2016 – Minutes are attached to the agenda packet – items that were discussed will be brought up during Board Discussion and/or Action items.

6. Board of Directors Reports

- Mr. Etchart had nothing to report
- Mr. Krumpschmidt – Has some GSA comments and will mostly discuss later. Mr. Krumpschmidt wanted to know about the title report of the property we acquired and discussed last meeting. Mr. Neilson confirmed that the report does state it is our property and he has not looked into the liability aspect of us now owning that property. Mr. Krumpschmidt highly suggested we look into it mainly because of the Cozy Dell Trail. Mr. Neilson stated that signs are always a good way of informing the public of the dangers of using the trail. We as a public agency can't fence off a public trail so signs are really the only avenue to take in this situation. Mr. Hollebrands is to contact the insurance company and see what their take is on liabilities of now owning that property. Mr. Krumpschmidt asked Mr. Neilson if there was any progress on the Hatton lien. Mr. Neilson stated that he had contacted the attorney associated with that lien but has been unable to reach him. Mr. Krumpschmidt wanted a status on the allocation process in regards to the El Roblar project. Mr. Hollebrands has not heard from them so there is no new information.
- Mr. Harrold – noticed that there is activity going on at the Hatton property. He is wondering if there was/is an easement for that road. There is going to have to be some improvements on that road
- Ms. Engle – She really wants to see the title report for the parcel we now own mostly to see what rights we have for this property and what is the history of this parcel.
- Mr. Kentosh mentions to possibly have an Old Business section otherwise he has nothing else.

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
Total -	\$ 98,429.83

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

Ms. Engle questioned what the CSDA was for – Mr. Hollebrands stated that it was a membership we pay every year. We do utilize their services throughout the year. They provide educational classes for the staff. Ms. Engle also questioned what the Casitas Water Sales was on the income report. Mr. Hollebrands stated he wasn't quite sure how that was calculated and would get back to her about it.

Mr. Kentosh question what the conservation penalty was – Ms. Gilbert explained that it is the fine we place on a customer who has violated the restrictions for the 2nd or 3rd time that we have set forth in the Drought Contingency Plan.

Mr. Krumpschmidt questioned what the election supplies were – Mr. Hollebrands stated that we have to pay the elections division to put candidates on the ballot which has cost approx. \$2500 in the past for multiple candidates.

Mr. Harrold questioned the bathroom fans amount - \$1630 to replace the fans in the bathrooms and fix the wall in the mens bathroom. This was a much needed maintenance item.

Etchart/Krumpschmidt

All Ayes

M/S/C

8. Board Discussion and/or Action

- a) Oath of office for incumbent directors Ms. Engle and Mr. Krumpschmidt – Diana Engle and Mike Krumpschmidt were sworn in by Mike Hollebrands.
- b) Discussion of customer allocation waivers – Perry Family LLC AKA The Meiners Oaks Trailer Park and Patota Residence 1132 S. La Luna – Perry Family MHP – Mr. Kentosh and Ms. Engle discussed in the Drought Committee that tentatively agreed that 7 units per mobile home would suffice however Mr. Hollebrands now has another thought about this. Mr. Kentosh still feels that 7 units per dwelling is good. Ms. Engle discussed the whole concept of how they came up with the 7units and that the committee wanted to be close in line with the Casitas WEAP and that if we adopted this for the Meiners Oaks Mobile Home Park their allocation

would never change as we possibly go further into the stages of the drought. Would we also adopt a policy for mobile home parks specifically so that this issue doesn't come up again or, do we address them as they come up. The committee's intent is to not change our current policy but to adopt a Trailer Park Policy that is separate. The 7 units seems fair since this particular MHP uses way less than that currently.

Mr. Hollebrands has the reservations of going down this road for it may set a precedent with the other trailer parks and multiple dwelling homes in the district. There are over 500 multiple dwellings that this could possibly affect down the road which could result in an additional 156 AC/FT added to our current allocation. Mr. Etchart asked if Mr. Hollebrands had any remedies. Mr. Hollebrands stated there could be 2 ways we could handle it (1) by asking them to sub meter or (2) we could tell them if they want more water then they need to purchase it from Casitas. Mr. Krumpschmidt feels we should just cleanup the Drought Contingency Plan and include a policy section that encompasses trailer parks because they are substantially different than multiple dwelling homes.

Mr. Kentosh stated that all these concerns will be taken into advisement and that the Drought Committee needs to go back and come up with a trailer park policy. He also feels that our allocation system needs to be rethought and/or calculated differently. He mentioned Ms. Engle's idea of somehow taking the possible 490 AC/FT we would be allocated and dividing that up somehow amongst the district.

Mr. Etchart agrees with Mr. Krumpschmidt to come up with a trailer park policy within the Drought Contingency Plan

Mr. Harrold states that why can't we just deal with the problems as they come because we can't predict the future. He feels the 7 units per mobile home sounded fine because the history shows less than that.

Mr. Krumpschmidt stated that he finds the 7 units a fair number but he wants to see a policy in place that directly correlates to this type of situation when it comes to mobile home parks on how we came up with this number and how that will be affected as things get worse.

Patota allocation waiver – there is not enough information given in order to make a decision. While the customer gave factual information showing they weren't living there full time there is no showing of what was being done during 2010-2012 to need more water. It was requested to talk to the customer and get more information and more clarification. Mr. Hollebrands is to get more information and look at the property.

- c) Discussion and Approval of Casitas MWD's over allocation fee, increasing the one dollar fee to five dollars per unit – Mr. Kentosh presented a graph that outlines that there would be no major difference between staying with our \$1 fee and increasing it to \$5. We won't collect much revenue between November and April. Fact be told, CMWD passed an increase in the over allocation fee in October. Given this information Mr. Kentosh suggests that we wait till March or April to increase our

Drought Surcharge because we will not collect enough revenue to make a difference. We have drafted a letter to Steve Wickstrum asking for our allocation amount and to discuss the necessity of when the time comes to bill MOWD for any over allocation fees that we be billed appropriately using the \$1 fee from July 2016 to September 2016 and then \$5 from October 2016 to the end of the fiscal year.

Mr. Hollebrands stated that we should increase the fee to \$5 only until after a public meeting informing the district of the change and why it is to take place. However, we have the ability to toggle this fee to anything in between at any given time. He suggests we adopt it with the knowledge that it can be a fee of up to \$5 and we should have it stated that way. He states the best way is having the fee approved and implementing it now so we have the option to use it as needed.

Mr. Kentosh suggests the best course of action is to either mail or hand deliver the letter to Mr. Wickstrum and have a meeting with him in regards to our allocation and the \$5 over allocation fee to come to an understanding so that we can inform our customers accordingly. The rest of the board agreed that that seems the best course of action to go with.

There was a lot of discussion in regards to how we would present and inform our customers of the Drought Surcharge change. It was asked of Ms. Gilbert to give prices and scenarios of how the bill would look and what it would entail and have that presented at the next meeting.

- d) Board approval of one-page informational bill stuffers to our customers – Mr. Kentosh explained the letter and asked if everyone was ok with way it looked but with the few changes he mentions and everyone was ok with it.
- e) Discussion and approval of the Cal-Pers Supplemental Income 457 Plan Resolution 20161115 –Mr. Harrold made the motion to adopt Resolution 20161115 Adoption of the Cal-Pers Supplemental Income 457 Plan. Discussion included whether we already had a supplemental plan. Mr. Hollebrands stated we did not have one, which is why it is being presented tonight. There are a couple of minor changes to the Resolution document itself. – One minor change was made to the motion to change the Plan records keeper from Ing.com to Voya Financial. Mr. Etchart seconded the motion. The motion went to a Roll Call vote – Kentosh – Aye, Etchart – Aye, Krumpschmidt – Aye, Harrold – Aye, Engle – Aye. Resolution 20161115 passes unanimously.
- f) Discuss, review, and adopt Resolution 20161115-1 Appointing a Director and Alternate Director to the BOD of the UVRGSA – Mr. Krumpschmidt made the motion to adopt Resolution 20161115-1 Adopting a Director and Alternate Director to the BOD of the UVRGSA. Mr. Etchart seconded the motion. It was discussed that Mr. Etcharts name be omitted and to have Mr. Hollebrands name put in its place as the Alternate. The motion went to a Roll Call vote – Kentosh – Aye, Etchart – Aye, Krumpschmidt – Aye, Harrold – Aye, Engle – Aye. Resolution 20161115-1 passes unanimously.

- g) Discuss, review, and adopt Resolution 20161115-2 Authorizing and Directing the execution of a Joint Powers Agreement creating the UVRGSA – Ms. Engle made the motion to adopt Resolution 20161115-2 Authorizing and Directing the execution of a Joint Powers Agreement Creating the UVRGSA. Mr. Etchart seconded the motion. During discussion it was stated that the County of Ventura is being the force that is holding up the approval of the JPA. All the other agencies want to approve as well as we are prepared to do so. Our GSA committee strongly recommends that we approve the JPA as it currently stands. The motion went to a Roll Call vote – Kentosh – Aye, Etchart – Aye, Krumpschmidt – Aye, Harrold – Aye, Engle – Aye. Resolution 20161115-2 passes unanimously.
- h) Oak Grove School Will Serve Letter for their existing service – Mr. Hollebrands explained the Will Serve letter to the Board. Mr. Krumpschmidt has the concern that conceptionally it shows us giving more water to one customer when we are asking everyone else to conserve. We are trying to find ways to save but with this new amount Casitas has given them, it will ultimately affect us when we are no longer on Casitas.
Mr. Harrold made the motion to accept the Will Serve letter for Oak Grove School. Mr. Etchart seconded the motion.
There was more discussion.
M/S/C
4 ayes / 1 abstention
- i) Set date for MOWD Christmas Party – Mr. Hollebrands stated that the party will be at Agave Marias and presented the board with the quote of the cost. Possible dates to consider are December 9th or December 16th. It was voted that December 16th was the best date and it will be at 7pm

9. Closed Session:

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

There being no further business to conduct at this time, Board President James Kentosh adjourned the meeting at 9:45 PM.

President

Secretary

November 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)

3.53" of rain

LAKE CASITAS LEVEL

35.1%

Board Committees

Drought Committee meeting minutes are attached to the agenda.

Current Well levels and specific capacity

Well 1	Oct.	Nov.	Well 2	Oct.	Nov.	Well 4	Oct.	Nov.	Well 7	Oct.	Nov.
Static	33.8'	32.4'	Static	34.1'	32.3'	Static	71.1'	71.7'	Static	70.6'	71.2'
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.	Off 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 November	0.00 AF
Total Pumped 2015:	466.05AF
Total Pumped YTD 2016:	305.42 AF

Total Sold:

Total Sold for November 2016:	49.62 AF
Total Sold YTD 2016:	571.51 AF
Total Sold 2015:	694.80 AF
Total Purchased from CMWD 2015	274.22 AF
Total Purchased for November	49.62 AF
Total Purchased YTD 2016	287.21AF

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)

November 2015:	\$ 45,124.82
November 2016:	\$ 61,851.19

Reserve Funds

Balance at the County of Ventura	\$ 890,240.96
Total Tax Revenue*	\$ 157.35
Total Interest from reserve account#	\$ 731.45

Fiscal Year Total Revenues

July 1 st – November 30 th	2015	\$ 553,912.29
July 1 st – November 30 th	2016	\$ 597,399.60

Bank Balances

LAIF Balance	\$ 5,206.98
(#) Quarterly Interest from LAIF	\$ 0.00
Money Market (RABO)	\$ 397,995.82
Amount Transferred to RABO Money Market this month	\$ 70,000.00
Amount Transferred to General Fund from Money Market	\$ 0.00
(*)Monthly Interest received from Money Market	\$ 61.97
General Fund Balance	\$ 211,176.98
Trust Fund Balance	\$ 13,682.35
Capital Improvement Fund	\$ 14,403.62
(#)Quarterly Interest from Capital Account	\$.24
Total Interest accrued	\$ 62.21

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
Paving for street repairs	\$ 4,300.00

Total	\$ 29,059.53
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On-going Items

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
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Vice-President – Mike Krumpschmidt Elected 2014	Term ends 2020	Long Term
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Board Member – Larry Harrold Elected 2014	Term ends 2018	Long Term
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Board Member – Michael Etchart Elected 2014	Term Ends 2018	Long Term
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Board Member – Diana Engle Elected 2016	Term Ends 2020	Long Term
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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)]
January 31, 2020	GSAs in medium- and high-priority basins in critical overdraft	File annual groundwater extraction report with SWRCB by December 15 each year [§ 5202]
After January 31, 2020	SWRCB	Adopt GSPs and begin managing basins under GSPs [§ 10720.7(a)(1)] or alternative [§ 10733.6]
January 31, 2022	GSAs in other medium- and high-priority basins	Designate basins as probationary where GSPs have not been adopted in medium- and high-priority basins in critical overdraft [§ 10735.2(1)]
After January 31, 2022	SWRCB	Adopt GSPs and begin managing basins under GSPs [§ 10720.7(a)(2)]
		Designate basins as probationary where GSPs have not been adopted in other medium- and high-priority basins [§ 10735.2(1)]

November 2016

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)]

Mobile Home Parks Comparison

Number of dwellings = 26

Number of dwellings = 92

Meiners Oaks Mobile Park		Ojai Valley Mobile Home Estates	
Base Allocation	129	Base Allocation	609
Current Allocation	90	Current Allocation	426
Allocation if 7 units were applied	182	Allocation if 7 units were applied	644
State suggested Jan. 2017	55 GPCD	State suggested Jan. 2017	55 GPCD
Units/month	154.8	Units/month	547

Month	Total Units	Units/ dwelling	Month	Total Units	Units/ dwelling
Nov. 2016	125 units	4.8	Nov. 2016	555	6.0
Oct. 2016	128 units	4.9	Oct. 2016	544	5.9
Sept. 2016	136 units	5.2	Sept. 2016	491	5.3
Aug. 2016	150 units	5.7	Aug. 2016	652	7.0
July 2016	129 units	4.9	July 2016	562	6.1
Avg.	133 units	5.1	Avg.	560	6.0

Meiners Oaks Mobile Home Park	Ojai Valley Mobile Home Estates
Allocation if 7 units applied to each	Allocation if 7 units applied to each
182	644
Units above base allocation	Units above base allocation
53	35
Units above current allocation	Units above current allocation
92	218
Units above State Recommended 2017	Units above State Recommended 2017
25	97

Note: DWR is recommending 55 gpcd goal in January 2017. If drought continues to persist, that number could move to 49 gpcd.

Note: State of California says that there are 2.7 people/SFD on the average.

Meiners Oaks Water District

Minutes of MOWD Drought Committee Meeting Held 11/22/2016 and 12/7/2016

Committee: Drought Committee

Meeting Dates: November 22, 2016, at 1:00 pm

December 6, 2016 at 1:00 pm

December 7, 2016 at 9:00 am

Attendance: Mike Hollebrands - GM.

Jim Kentosh - Board President

Diana Engle - Director

Public – None

Topics: Casitas WEAP methodology and rationales, over-allocation fee change and allocations for trailer parks

At 1 pm on November 22, 2016, the Drought Committee met with Ron Merckling at Casitas MWD to discuss the different aspects of the Casitas WEAP. Some of the questions included:

- How was the residential allocation formulated along with lot size determination and why was it limited to 1.99 acres?
- Were multiple dwellings and trailer parks considered?
- Was the property survey done by a third party or in-house?
- What years were considered when developing their base allocation for customers and why were 10 units considered for non-discretionary use and not a lower number?
- With regard to resale agencies, will MOWD have to pay the new, higher (\$5/unit) over-allocation fee next August (2017) for water used starting July 1st, 2016 or would it be pro-rated to the CMWD Board approval date of October 2016 (or some other schedule)?

The meeting was very productive with Ron answering most of our questions except for the last one. Ron stated that allocations were a result the multi-year drought period 1987 -1991 as water demands during that period exceeded the annual safe yield of the lake. In response, Casitas MWD asked its customers for voluntary 20% reduction and allocations based on 80% 1989 -91 usage. The 1.99 acres was used a limit because it was felt that any customers irrigating anything over 1.99 acres were deemed commercial and would be considered a different class and billed at a different rate.

Multiple dwellings were not considered, nor did they consider the number people per household. However, trailer parks were given an allocation of 7 units/mo./trailer that was not susceptible to mandatory reductions.

When Ron was asked about the surveys, he said that it was all done in-house by himself and another staff member taking over a year to complete.

When asked further about the non-discretionary monthly allocations Ron said that their current billing system software could not accommodate the 7 units per month, so they used 10. That determined the non-discretionary portion of the monthly allocation that affects monthly bills.

Ron was not comfortable answering the last question and thought that might be better answered by Steve Wickstrum (GM for Casitas MWD).

On December 6, 2016, at 1 pm James Kentosh and Mike Hollebrands met with Steve Wickstrum at Casitas MWD to discuss the over-allocation fee with these questions; (1) how MOWD would be billed for the over-allocation fees (conservation penalty), (2) would adopting their WEAP be beneficial to MOWD with regard to allocation amount and, (3) if MOWD adopted the WEAP could/would Casitas increase our annual allocation amount?

After much discussion, it was expressed that MOWD has never been charged a conservation penalty and that the goal is that MOWD reduces its consumption by 30% (stage 3) in accordance with the WEAP. The overall thought was that if we adopted the WEAP, it would give the perception that the agencies were on the same page about conservation. Casitas also stated that they were open to an adjustment of our allocation amount using our 2010 – 2012 pumped + purchased numbers (970 AF) or 2013. (1030 AF) This would be our base allocation prior to any drought-stage-related reductions.

For example; If our allocation was 970 AF in stage 1 we would receive 70% of that number (679 AF) in Stage 3. Any amount in excess of that 679 AF we would pay the conservation penalty. With no rain, and if our demand stays at the level that was experienced during the previous 12 months, we would only pay for approximately 13 AF equaling about \$28,000. To date, we have collected over \$29,000 in over-allocation fees from our customers.

The overarching concern expressed by meeting attendees was that if allocations are increased, conservation levels may drop off. Diligence would be the word for the year.

On December 7th at 9 am, the Drought Committee met again to discuss the previous day's meeting with Casitas and other issues.

The committee was relieved for the most part that Casitas was amenable to an allocation adjustment and felt that the proposed above stated numbers would work much better for MOWD and its customers. Casitas asked that the amended allocation number be submitted to them before their January 24th Board meeting.

As part of an ongoing process of evaluation of different approaches for establishing allocations by the Drought Committee members, the committee decided that it would generate a coarse, preliminary comparison of the difference in individual meter allocations calculated using the Casitas WEAP methodology and the allocations we already have that are based on historic 2010-2012 usage. Toward this end, a few dozen properties were selected based on their representativeness of water-use classes within the District, and the Casitas WEAP methodology was applied to those test properties. This is a procedure involving starting with parcel square footage, omitting the dwelling footprint, to determine "irrigable area", and applying the permitted irrigated rates (which are values of gallons/square foot/year for different tiers of square footage) from the WEAP to derive allocations.

Diana also proposed a solution to address our mobile home park allocation issues that seemed to be fair and reasonable. The proposal will be presented as an amendment to the Drought Contingency Plan and included in your agenda packet for the December meeting.

Some language within the Drought Contingency Plan is also being altered to better clarify the Districts intent regarding default minimum allocations. These benign changes occur throughout the document. These edits will be also appear in the edited version of the Drought Contingency Plan that will be included in the agenda packet for the December general board meeting.

Meeting adjourned: 12:00 pm

CONDITION OF TITLE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

131601958

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Company
500 E. Esplanade Dr, Suite 102
Oxnard, CA 93036

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

President

Attest:

Secretary

ISSUING OFFICE:

Title Officer: Denise Hume
Chicago Title Company
500 E. Esplanade Dr, Suite 102
Oxnard, CA 93036
Phone: (805)656-1300 x5216 Fax: (805)642-8280
Main Phone: (800)848-5348
Email: HumeD@ctt.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$5,000.00	\$750.00	Denise Hume

Date of Guarantee: November 28, 2016 at 08:00 AM

1. Name of Assured: Meiners Oaks Water District
2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Conrad Thelan, subject to Exception No. 6 of Schedule B

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 010-0-050-220 and 230

The North one half of the Northeast quarter of Section 33, Township 5 North, Range 23 West, San Bernardino Base and Meridian, in the County of Ventura, State of California, according to the Official Plat thereof.

EXCEPT therefrom the following described parcel of real property:

Beginning at a point in the rocky bed of the San Buenaventura River at the Northwest corner of the Northeast quarter of Section 33, Township 5 North, Range 23 West, San Bernardino Base and Meridian; thence from said point of beginning,

1st: South 15° 45' East 45.08 chains to a point in the center line (running East and West) of said Section 33, Township 5 North, Range 23 West, San Bernardino Base and Meridian; thence Westerly along same,

2nd: West 13.31 chains to the center of Section 33; thence,

3rd: North 1 ° 25' East 43.28 chains along the centerline (running North and South) of said Section 33, to the point of beginning.

ALSO EXCEPT therefrom that portion of said land granted to the State of California, in deed recorded January 20, 1953, Book 1112, Page 126 of Official Records.

SCHEDULE B

1. There were no taxes levied for the fiscal year 2016-2017 as the property was vested in a public entity.

Affects: Assessor's Parcel No. 010-0-050-220 and 010-0-050-230

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Ventura
Purpose: Public road and/or highway
Recording Date: May 5, 1892
Recording No.: [Book 36, Page 301 of Deeds](#)
Affects: A portion of said land

4. Reservations contained in the Patent

From: The United States of America
Recording Date: March 1, 1894
Recording No.: [Book 2, Page 177 of Patents](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Ojai Power Company
Purpose: Public utilities and incidental purposes
Recording Date: December 1, 1927
Recording No.: [Book 169, Page 371 of Official Records](#)
Affects: A portion of said land

SCHEDULE B

(continued)

6. Matters contained in that certain document

Entitled: Deed
Dated: January 1, 1928
Executed by: Ojai Ranch and Development Company; and
Rancho Ojai Mutual Water Company
Recording Date: February 28, 1934
Recording No.: [Book 259, Page 197 of Official Records](#)

Among other things, said document provides for:

Water, water rights, pipelines, ditch, reservoirs and water distribution

Reference is hereby made to said document for full particulars.

Said interest was conveyed by Deed to Meienrs Oaks County Water District

Recording Date: February 23, 1951
Recording No.: [Book 983, Page 245 of Official Records](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of California
Purpose: Slopes and drainage
Recording Date: January 20, 1953
Recording No.: [Book 1112, Page 126 of Official Records](#)
Affects: A portion of said land

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of California
Purpose: Trail or roadway, together with incidental purposes
Recording Date: July 10, 1953
Recording No.: [Book 1144, Page 218 of Official Records](#)
Affects: A portion of said land

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
Purpose: Public utilities and incidental purposes
Recording Date: April 29, 1954
Recording No.: [Book 1199, Page 122 of Official Records](#)
Affects: A portion of said land

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America
Purpose: Road
Recording Date: July 31, 1957
Recording No.: [Book 1538, Page 75 of Official Records](#)
Affects: A portion of said land

The exact location and extent of said easement is not disclosed of record.

SCHEDULE B

(continued)

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

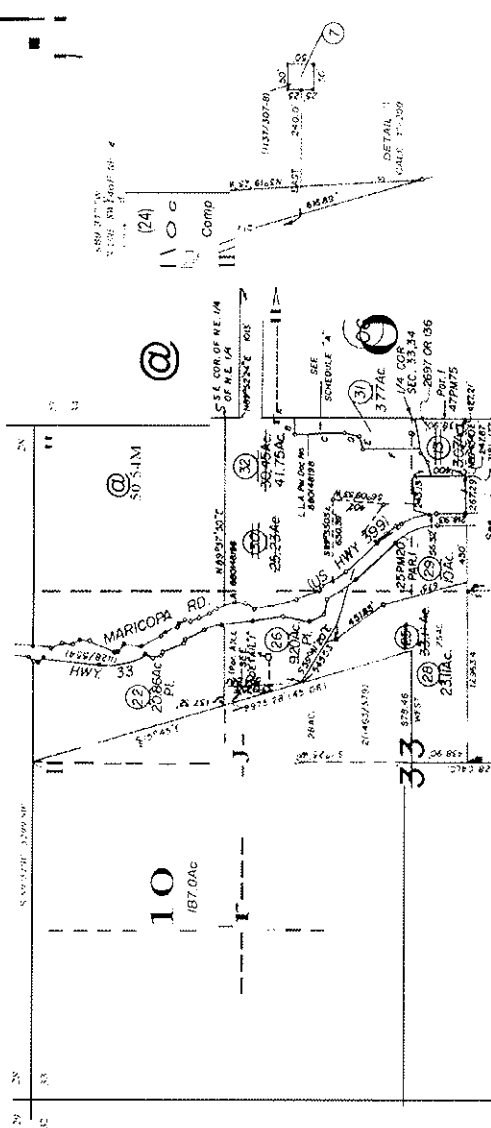
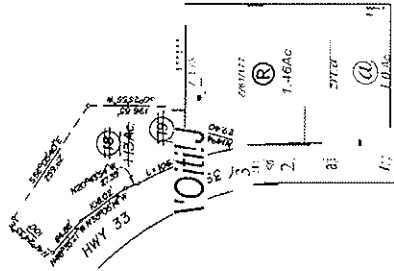
END OF CONDITIONS

010-05

Tax Rate Area

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POR. SEC. 33, T.5N., R.23W.



NOTE: MONUMENTING OF CORNERS FOR SEC. 33 PER

25.4.131 - C. S. 1.0 / SURV. VOR F. C. 1803

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8

UNINCORPORATED AREA
Ventura County Assessor's Map

Assessor's Map Number Shown in Legend
Assessor's Parcel Number Shown in Legend
Assessor's Tract Number Shown in Legend

DATE	9-5-2011
BY	025-151
REVIEWED	025-151
APPROVED	025-151
DATE	9-5-2011
BY	025-151
REVIEWED	025-151
APPROVED	025-151

NOT FOR CONSTRUCTION PURPOSES. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER ASSUMES ALL RISK OF INACCURACY. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER ASSUMES ALL RISK OF INACCURACY.



Meiners Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 11/16/2016 - 12/15/2016

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	12/14/2016	Regular	0.00	158.63	7323
008933	Invoice	11/01/2016	Coupling,Bushing,Spears,etc.	0.00	108.30	
010034	Invoice	11/01/2016	Coupling,Bushing,Nipple,etc.	0.00	22.36	
011517	Invoice	11/04/2016	Female Adapter,Coupling,Gray Cement,et	0.00	27.97	
AWAVC	Association of Water Agencies	12/14/2016	Regular	0.00	100.00	7324
06-9444	Invoice	11/17/2016	Breakfast Meeting	0.00	100.00	
U-VERSE	AT&T U-verse	11/28/2016	Regular	0.00	70.00	7302
7294601116	Invoice	11/04/2016	Internet	0.00	70.00	
AT&T	AT&T	11/28/2016	Regular	0.00	92.31	7301
01841116	Invoice	11/13/2016	internet	0.00	92.31	
AT&T	AT&T	12/14/2016	Regular	0.00	609.13	7325
21141116	Invoice	11/20/2016	Office Phones	0.00	609.13	
AAS	Attitude Adjustment Shoppe	12/14/2016	Regular	0.00	5.92	7326
63971	Invoice	11/28/2016	Mailing	0.00	5.92	
CALPERS	California Public Employees' Retirement	11/28/2016	Regular	0.00	162.71	7303
2163	Invoice	11/14/2016	Retired Premiums	0.00	162.71	
CALPERS	California Public Employees' Retirement	11/28/2016	Regular	0.00	4,079.02	7317
INV0000523	Invoice	11/15/2016	Health	0.00	2,039.52	
INV0000534	Invoice	11/28/2016	Health	0.00	2,039.50	
CAL-STATE	Cal-State	11/28/2016	Regular	0.00	101.39	7304
73322	Invoice	11/12/2016	Portable Toilet	0.00	101.39	
CAL-STATE	Cal-State	12/14/2016	Regular	0.00	101.39	7327
74771	Invoice	12/10/2016	Portable Restroom	0.00	101.39	
CANON	Canon Financial Services, Inc.	11/28/2016	Regular	0.00	110.87	7305
16692822	Invoice	11/12/2016	Contract Charges	0.00	110.87	
CMWD	Casitas Municipal Water District	12/14/2016	Regular	0.00	31,281.96	7328
261151116	Invoice	11/30/2016	Fairview Purchased/Standby	0.00	30,411.64	
262001116	Invoice	11/30/2016	Hartmann Allocation	0.00	85.49	
911321116	Invoice	11/30/2016	Tico & La Luna Purchased/Standby	0.00	784.83	
CLEANCO	Cleanco Services	12/14/2016	Regular	0.00	240.00	7329
3023	Invoice	11/28/2016	November Janitorial	0.00	240.00	
CVTDEP	County of Ventura Transport. Dept.	12/14/2016	Regular	0.00	745.00	7330
PE16-0565	Invoice	11/29/2016	Encroachment Permit 370 El Conejo Dr.	0.00	745.00	
DATAP	Dataprose LLC	12/14/2016	Regular	0.00	835.00	7331
DP1603630	Invoice	11/30/2016	Bulk Mailing and Postage	0.00	835.00	
EJHAR	E. J. Harrison Roloffs, Inc.	11/28/2016	Regular	0.00	166.11	7306
281301116	Invoice	11/14/2016	Office Trash	0.00	40.00	
994261116	Invoice	11/14/2016	3 yard dumpster	0.00	126.11	
EVANS	Evans Excavating	12/14/2016	Regular	0.00	4,300.00	7332
2141	Invoice	12/07/2016	Patch Pave 6 Locations	0.00	4,300.00	

Check Report

Date Range: 11/16/2016 - 12/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
FAMCON	Famcon Pipe and Supply, Inc	12/14/2016	Regular	0.00	67.30	7333
186185	Invoice	11/02/2016	Stainless Steel Probe,Duct Tape	0.00	67.30	
FGLENV	FGL Environmental	11/28/2016	Regular	0.00	158.00	7307
613122A	Invoice	11/11/2016	Lab. Services	0.00	79.00	
613436A	Invoice	11/22/2016	Lab services	0.00	79.00	
FGLENV	FGL Environmental	12/14/2016	Regular	0.00	158.00	7334
613711A	Invoice	11/28/2016	Lab. Services	0.00	79.00	
614048A	Invoice	12/09/2016	Lab. Services	0.00	79.00	
GUARDIAN	Guardian	11/28/2016	Regular	0.00	8.00	7308
7690461116	Invoice	11/15/2016	Administration Fee	0.00	8.00	
GUARDIAN	Guardian	11/28/2016	Regular	0.00	339.64	7318
INV0000524	Invoice	11/15/2016	Dental	0.00	169.82	
INV0000535	Invoice	11/28/2016	Dental	0.00	169.82	
HLTHNE	Health Net Life Insurance Company	11/28/2016	Regular	0.00	21.60	7309
61791116	Invoice	11/07/2016	Life Insurance	0.00	21.60	
HSBS	HealthSmart Benefit Solutions, Inc.	11/28/2016	Regular	0.00	98.00	7319
INV0000526	Invoice	11/15/2016	HSBS	0.00	49.00	
INV0000537	Invoice	11/28/2016	HSBS	0.00	49.00	
NEILSON	Law Offices of Lindsay F. Nielson	11/28/2016	Regular	0.00	1,060.00	7310
34881116	Invoice	11/09/2016	Attorney Fees	0.00	1,060.00	
LIGHTNING	Lightning Ridge Screen Printing, Inc.	12/14/2016	Regular	0.00	622.64	7335
12396	Invoice	12/12/2016	Hoodies,Caps,T-Shirts	0.00	622.64	
MOHARD	Meiners Oaks Hardware	12/14/2016	Regular	0.00	175.88	7336
743963	Invoice	11/01/2016	Asphalt Patch	0.00	47.02	
745341	Invoice	11/09/2016	Safety Glasses,Leather Gloves	0.00	24.63	
746220	Invoice	11/15/2016	Blue Marking Paint,Rake,Gloves,etc.	0.00	59.06	
746367	Invoice	11/16/2016	Washbrush,Masking Tape,Dropcloth	0.00	35.69	
746682	Invoice	11/17/2016	Paintbrush	0.00	9.48	
MITEC	MiTec Solutions LLC	11/28/2016	Regular	0.00	308.75	7311
35173	Invoice	11/01/2016	Splashtop User Account	0.00	10.00	
40589	Invoice	11/01/2016	Labor On-Site	0.00	142.50	
40601	Invoice	11/01/2016	Labor-Expedited	0.00	100.00	
40614	Invoice	11/01/2016	Labor Remote-PC	0.00	18.75	
40984	Invoice	11/10/2016	Labor Remote-PC	0.00	37.50	
MITEC	MiTec Solutions LLC	12/14/2016	Regular	0.00	262.71	7337
41040	Invoice	11/23/2016	Hardware Special Order	0.00	96.74	
41044	Invoice	11/23/2016	Labor On-Site Monthly Maintenance	0.00	95.00	
41278	Invoice	12/01/2016	Web Hosting/Emails	0.00	70.97	
OFFDEP	Office Depot	11/28/2016	Regular	0.00	185.53	7312
880584520001	Invoice	11/18/2016	large wall calendar	0.00	31.99	
8805848890001	Invoice	11/18/2016	desk organizers, ink refills	0.00	54.47	
880584890001	Invoice	11/18/2016	paper clip holder	0.00	4.60	
880585531001	Invoice	11/18/2016	calendars wall and desk	0.00	94.47	
OFFDEP	Office Depot	12/14/2016	Regular	0.00	16.19	7338
880585531002	Invoice	12/02/2016	Deskpad Calendar	0.00	16.19	
OVO	Ojai Valley Organics	11/28/2016	Regular	0.00	20.00	7313
30375	Invoice	11/01/2016	Green Waste Ranchitos	0.00	20.00	
PERS	Public Employees' Retirement System	11/28/2016	Regular	0.00	1,841.63	7316
INV0000536	Invoice	11/28/2016	PERS	0.00	1,841.63	

Check Report

Date Range: 11/16/2016 - 12/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
PERS	Public Employees' Retirement System	12/13/2016	Regular	0.00	1,841.63	7322
INV0000547	Invoice	12/15/2016	PERS	0.00	1,841.63	
PERS	Public Employees' Retirement System	12/14/2016	Regular	0.00	688.10	7339
10000001487416	Invoice	12/01/2016	Unfunded Accrued Liability	0.00	678.27	
10000001487417	Invoice	12/01/2016	Unfunded Accrued Liability	0.00	9.83	
SCE	Southern California Edison Co.	12/14/2016	Regular	0.00	785.54	7340
OFFELE1216	Invoice	12/12/2016	Office Electricity	0.00	101.07	
PMP1-1216	Invoice	12/12/2016	Pump 1	0.00	45.66	
PMP2-1216	Invoice	12/12/2016	Pump 2	0.00	43.91	
PMP4&71216	Invoice	12/12/2016	Pump 4 & 7	0.00	52.62	
TNKFRM1216	Invoice	12/12/2016	Tank Farm	0.00	31.67	
WELL81216	Invoice	12/12/2016	Well 8	0.00	65.18	
Z-21216	Invoice	12/12/2016	Zone 2	0.00	102.46	
Z-2FIR1216	Invoice	12/12/2016	Zone 2 Fire	0.00	64.24	
Z-2PWR1216	Invoice	12/12/2016	Zone 2 Power	0.00	251.68	
Z-3FIR1216	Invoice	12/12/2016	Zone 3 Fire	0.00	27.05	
TCS	Total Compensation Systems, Inc.	12/14/2016	Regular	0.00	400.00	7341
101816	Invoice	12/14/2016	GASB 68	0.00	400.00	
UAOFSC	Underground Service Alert of So.Ca.	12/14/2016	Regular	0.00	13.50	7342
1120160432	Invoice	12/01/2016	Digalert	0.00	13.50	
USBANK	US Bank Corporate Pmt. System	12/14/2016	Regular	0.00	326.22	7343
FRONTIER1117	Invoice	12/12/2016	Paint for Distribution System	0.00	119.84	
TAX1104	Invoice	11/04/2016	W-9's & 1099's	0.00	157.41	
VONS1031	Invoice	11/01/2016	Water,Paper Towels,Toilet Paper	0.00	48.97	
VRCWD	Ventura River Water District	12/14/2016	Regular	0.00	4,690.44	7344
3883	Invoice	12/12/2016	GSA Fees	0.00	4,690.44	
VERIZON	Verizon Wireless	12/14/2016	Regular	0.00	239.21	7345
9776075120	Invoice	11/26/2016	Cell Phones	0.00	239.21	
WRIGHT EXP	WEX Bank	11/28/2016	Regular	0.00	579.05	7314
47668036	Invoice	11/15/2016	Fuel	0.00	579.05	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	42	0.00	58,067.00
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
	77	42	0.00	58,067.00

PR \$32,489.90

Report of Income as of 11/30/2016

Income	Month of November	Year To Date	Budget Approp	Approp Bal 07/31/15
Interest	793.66	2,392.92	--	(2,392.92)
Taxes	157.35	841.57	--	(841.57)
Pumping Charges	340.94	1,797.80	--	(1,797.80)
Fire Protection	127.15	689.01	--	(689.01)
Meter & Inst. Fees	--	--	--	--
Water Sales	61,851.19	301,612.40	659,439.00	357,826.60
Casitas Standby Fees	318.99	3,839.29	--	(3,839.29)
MWAC Charges	47,507.39	217,888.07	666,997.00	449,108.93
MCC Chg.	6,168.50	32,060.67	125,408.00	93,347.33
Misc. Income	95.66	1,643.46	8,000.00	6,356.54
Late & Delinquent Chgs.	2,683.11	13,938.99	--	(13,938.99)
Conservation Penalty	--	300.00	--	(300.00)
Capital Improvement	--	--	--	--
Drought Surcharge	6,520.53	23,629.91	--	(23,629.91)
	--	--	--	--
		--	--	--
		--	--	--
TOTAL INCOME	126,564.47	600,634.09	1,459,844.00	859,209.91

Meiners Oaks Water District

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

Expenditures	Month of November	Year To Date	Budget Approp	Approp Bal 11/30/16	Current December	Approp Bal To Date
Salary / Taxes	32,635.04	156,581.54	410,000.00	253,418.46	-	253,418.46
Retirement Contributions	2,556.10	14,002.23	35,000.00	20,997.77	-	20,997.77
Group Insurance	3,730.33	18,514.36	70,000.00	51,485.64	-	51,485.64
Company Uniforms	-	-	1,500.00	1,500.00	622.64	877.36
Phone Office	771.44	3,870.84	7,600.00	3,729.16	-	3,729.16
Janitorial Service	341.39	1,826.95	5,200.00	3,373.05	101.39	3,271.66
Refuse Disposal	166.11	830.55	2,500.00	1,669.45	-	1,669.45
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	-	441.06	4,000.00	3,558.94	-	3,558.94
Office Equip. Maintenance	657.10	3,437.24	5,000.00	1,562.76	-	1,562.76
Cell Phones	239.21	1,636.16	4,500.00	2,863.84	-	2,863.84
System Maintenance	1,570.51	13,250.10	60,000.00	46,749.90	4,419.84	42,330.06
Safety Equipment	-	1,082.37	3,500.00	2,417.63	-	2,417.63
Laboratory Services	316.00	2,283.00	8,000.00	5,717.00	79.00	5,638.00
Membership and Dues	3,888.00	6,097.00	7,000.00	903.00	-	903.00
Printing and Binding	-	140.59	1,000.00	859.41	-	859.41
Office Supplies	391.91	2,412.07	6,000.00	3,587.93	16.19	3,571.74
Postage and Express	840.92	7,354.85	13,500.00	6,145.15	-	6,145.15
B.O.D. Fees	850.00	4,500.00	15,000.00	10,500.00	-	10,500.00
Engineering & Technical Services	-	-	35,000.00	35,000.00	-	35,000.00
Computer Services	1,885.13	3,799.68	12,000.00	8,200.32	70.97	8,129.35
Other Prof. & Regulatory Fees	27.00	6,087.26	17,500.00	11,412.74	13.50	11,399.24
Public and Legal Notices	-	-	1,500.00	1,500.00	-	1,500.00
Attorney Fees	1,060.00	5,500.00	15,000.00	9,500.00	-	9,500.00
GSA Fees	-	13,288.18	25,000.00	11,711.82	4,690.44	7,021.38
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	400.00	6,600.00
Small Tools	67.30	603.07	3,000.00	2,396.93	-	2,396.93
Election Supplies	-	-	3,000.00	3,000.00	-	3,000.00
Water Purchase	31,281.96	141,969.34	250,000.00	108,030.66	-	108,030.66
Treatment Plant	-	613.63	10,000.00	9,386.37	-	9,386.37
Fuel	579.05	3,372.95	12,000.00	8,627.05	-	8,627.05
Travel Exp./Seminars	100.00	403.15	2,000.00	1,596.85	-	1,596.85
Utilities	119.33	1,035.50	3,500.00	2,464.50	101.07	2,363.43
Power and Pumping	698.61	698.61	80,000.00	79,301.39	684.47	78,616.92
Meters	-	-	10,000.00	10,000.00	-	10,000.00
Total Expenditures	84,772.44	452,732.10	1,250,800.00	798,067.90	11,199.51	786,868.39

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	84,772.44	456,067.84	1,724,300.00	1,268,232.16	11,199.51	1,257,032.65
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Meiners Oaks Water District

Drought Contingency Plan

For Drought Stages 1-3

Revision 2.2

Adopted by MOWD's Board of Directors

DRAFT

Amended December 20, 2016

Prepared by MOWD

*Adopted on August 16th, 2016
By Resolution No. 2016816-1*

www.meinersoakswater.org

Meiners Oaks Water District
Drought Contingency Plan

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Glossary of acronyms

Casitas MWD	Casitas Municipal Water District
CMWD	Casitas Municipal Water District
GPM	Gallons per minute
MDD	Maximum Day Demand
MOWD	Meiners Oaks Water District
Customer	Single account/metered service

Meiners Oaks Water District
Drought Contingency Plan

Summary of the Plan

Introduction

California is in the midst of the worst short-term drought in recorded history which has adversely affected Meiners Oaks Water District (MOWD). By fall of 2013, the pumping capacity of the District's wells had dropped so low that, for a time, MOWD had to purchase all of its water from Casitas Municipal Water District (Casitas MWD). Although heavy rains in late February and early March of 2014 improved groundwater levels for a while, the drought is not over. After four dry years, we could have difficulty meeting water demands during hot spells in the summer of 2016 when water use is at its highest, and our wells drop out of production again.

The immediate water supply problem for MOWD was that, until July of 2014, MOWD had only a single 4-inch meter to Casitas MWD, limited to 1,000 gallons per minute. During hot summer days, MOWD's maximum day demand (MDD) can peak at over 1,200 gpm. (MDD is the maximum 24-hour water demand expressed as a constant flow over 24 hours.) Without a second connection to Casitas MWD, we may not be able to meet that peak demand, and our tank levels could drop to the point that we would no longer be able to supply adequate water for fighting fires within MOWDs' boundaries. Fortunately, in July 2014, a second connection to Casitas MWD was installed and is now functional. This second connection has reduced the short-term danger of outages. Nevertheless, we must implement measures in preparation for a potentially worsening drought.

A closely related problem is that MOWD uses chlorine (only) for disinfecting its well water, while Casitas MWD uses chloramines (chlorine with a small amount of ammonia added). Blending those two types of disinfectants can create problems at low mixing rates. For that reason, we cannot run our wells when their flow is too low to mix properly with Casitas water. That is another reason we may need to stop using our wells in drought conditions.

The purpose of this *Drought Contingency Plan* is to outline the specific steps MOWD plans to take to bring its water demand into balance with its limited water supply. Though this plan is intended to respond to a short-term emergency, it will also guide future actions by the District in future droughts. However, it is not intended to restrain future actions by MOWD's Board of Directors in response to actual drought conditions as they may occur. Though we hope otherwise, it is possible that a future or ongoing drought could be worse than was foreseen during the preparation of this Plan.

In January 2014, Governor Brown declared California to be in a drought emergency. His proclamation B-29-15, B-37-16, requested water agencies to update their drought contingency plans; this plan satisfies that provision.

In addition, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations for statewide urban water conservation, by Resolution No. 2014-0038. The requirements of those regulations, as they pertain to MOWD, have been added to Revision 2.1 of this *Drought Contingency Plan*.

MOWD is a not-for-profit public agency with an elected Board of Directors. We have no shareholders. Any money left over at the end of one year is used the following year to operate and maintain the District and deliver water to our customers.

Summary of MOWD's Drought Plan

The Plan consists of the following major measures to be undertaken by MOWD:

- 1) MOWD will adopt and enforce all appropriate and applicable water conservation measures and policies adopted by its wholesale supplier, Casitas MWD. MOWD will enact 5 stages of drought, consistent with stages that are adopted by Casitas MWD. For each drought stage, our customers will be requested to reduce water usage by a given percentage. Water use must decrease as the level of Lake Casitas drops.

- 3) The use of more costly water from Lake Casitas will continue to be paid by a “Casitas surcharge” (or “Casitas pass-through”) to be added to our customers’ water bills. As the lake levels drop, the cost of Casitas water could increase dramatically. (Casitas has currently revised their allocations and resale rates for their 5 drought stages.) In a severe multi-year drought, that will provide additional incentive to reduce water use, minimize landscaping, and remove unproductive or decorative orchards.
- 4) Each **service** will be given a base monthly allocation based on larger of that **services** average annual demand from 2010 – 2012 or a minimum amount sufficient to meet the demands of a typical residential **account**. (15 units per month)
- 5) MOWD will implement a waiver process under which a customer may be granted an adjustment to his/her allocation amount, subject to approval by the Board. The waiver criteria are established in a separate document. (See attachments A and B)
- 6) Irrigation scheduling for our larger agricultural **accounts** will be implemented during critical periods and hot spells. MOWD has a phone number (805-646-6035) with a recorded message to notify large **agricultural users** when they can irrigate their parcels. We encourage residential **account holders** with orchards and large landscapes to check the number before irrigating as well.
- 7) In July, 2014 MOWD installed a second, *emergency* backup connection to Casitas MWD to increase our peak supply capacity.
- 8) As MOWD workers observe instances when customers are not conserving water properly, they will leave “friendly reminders” of appropriate conservation measures that should be taken. A sample “door hanger” notice with a list of possible steps to take is provided on a following page. MOWD staff will keep a log of notices that are handed out. The list will run continually as long as the drought persists.
- 9) When MOWD is in Stages 2-5 of a drought, MOWD will impose fines for improper use of water, as directed by State regulations. Fines will range from \$100 per violation to \$550 per violation for repeat offenders.
- 10) MOWD will put information concerning the drought and water conservation on its web site: www.meinersoakswater.org.
- 11) When and if water demand exceeds the available supply to the point that we no longer have sufficient fire storage, MOWD staff will have no choice but to shut off the supply to its agricultural **accounts** until the peak demand event (hot spell or wildfire) subsides. We would place a written notice at a convenient location for each **account holder**. Email notification will also be provided for those irrigators who give us their email addresses in advance. With the second connection to

Casitas

MWD, this action is less likely.

12) Water use may be subject to further restrictions in more advanced stages of drought. If, after receiving two notices of excessive water use, **all accounts that continue to** violate any water use restrictions then in effect, a flow restrictor may be placed on that **account holders** water meter at the **account holder** expense for a limited period of time.

Further information on these measures is provided in this Plan and on MOWD's website.

MOWD's **Five** drought stages are defined in Table 2 below:

MOWD Drought Stages Table 1

MOWD Drought Stage	CMWD Drought Stage	Requested Reduction in Water Use	Triggering Conditions For MOWD Stages	Lake Casitas Storage
Stage 1	Stage 1	0%	Lake Casitas over 50% of capacity. MOWD wells near full capacity. No projected water shortages.	50 – 100% (> 127,000 AF)
Stage 2	Stage 1 <u>OR</u> Stage 2	20%	MOWD wells projected to be insufficient to meet full demands. <u>OR</u> Lake Casitas drops below 50% storage capacity and Casitas MWD declares a Stage 2 condition.	40 – 50% (100,000 – 127,000 AF)
Stage 3	Stage 3	30%	Casitas MWD declares a Stage 3 condition.	30 – 40% (75,000-100,000 AF)
Stage 4	Stage 4	40%	Casitas MWD declares a Stage 4 condition.	26 – 30% (65,000-75,000 AF)
Stage 5	Stage 5	50%	Lake Casitas approaching Minimum pool elevation. Casitas MWD declares a Stage 5 condition.	0 – 26% (< 65,000 AF)

Table 2 Drought Stage Restrictions

Drought Condition	MOWD Actions	Reduction Measures	Penalties and Rates
Stage 1 Lake Supply 100%-50% Acre Feet Available 254,000 – 127,000	<ul style="list-style-type: none"> • Declare Stage 1 • Keep conservation in the forefront • Internet, bill stuffers, etc... • Friendly Reminders 	<ul style="list-style-type: none"> • Voluntary reductions of 20% from all customer classes • Positive shut-off nozzles are required at all times • No rinsing of sidewalks or driveways, public roadways, parking lots or structures 	<ul style="list-style-type: none"> • No allocations or penalties to be enforced
Stage 2 Lake Supply 50%-40% Acre Feet Available 127,000 – 100,000	<ul style="list-style-type: none"> • Declare Stage 2 • Increase public notification • Continue friendly reminders • Display District banners • Water waste enforcement • Promote agriculture evaluations from Casitas MWD 	<ul style="list-style-type: none"> • Continue Stage 1 conservation efforts • Mandatory 20% reductions from all customer classes • Restrict watering to (2) times per week • Increase conservation measures • Implement watering times - 6pm to 9am Only • Moratorium on new services • Reduce watering for large landscapes • Drinking water only served upon request in restaurants • Plumbing leaks to be fixed within 48 hours of discovery • No watering during or 48 hours after measurable rainfall • Washing streets, sidewalks, parking lots, driveways, or buildings except for health and safety reasons is prohibited 	<ul style="list-style-type: none"> • Consider drought surcharge • Consider revenues • Implement fines for improper use

Stage 3 Lake Supply 40%-30% Acre Feet Available 100,000 – 75,000	<ul style="list-style-type: none"> • Declare Stage 3 • Continue increased public notification and education • Update District banners • Water waste enforcement • Provide monthly letters to customers updating the drought (Bill Stuffer) 	<ul style="list-style-type: none"> • Continue enforcing Stages 1 and 2 applicable guidelines • 30% mandatory reduction for all customer classes • Restrict watering to (1) time per week • Reduce water allocations • Reduce watering for large ornamental landscapes • Use of potable water for dust control and compaction is prohibited • Plumbing leaks to be fixed within 36 hours • No outdoor watering between 10 AM and 6 PM 	<ul style="list-style-type: none"> • Implement customer allocations • Implement drought surcharge • Continue fines for improper water use • Consider revenue (Possible rate change)
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Table 2 Cont.

Drought Condition	MOWD Actions	Likely Reduction Measures	Penalties and Rates
Stage 4 Lake Supply 30% - 25% Acre Feet Available 75,000 – 65,000	<ul style="list-style-type: none"> • Declare Stage 4 • Intensify public awareness and education • Continue drought updates through letters and billing statements • Change banners district wide 	<ul style="list-style-type: none"> • Continue Stages 1-3 conservation measures • Decrease water allocations • 40% mandatory reductions for urban and agriculture use • Consider prohibiting water use for agriculture • Prohibiting water to fill new swimming pools and fountains • Prohibit temporary construction meters • Prohibit the watering of lawns 	<ul style="list-style-type: none"> • Keep drought surcharge • Consider increasing drought surcharge • Install service line restrictors for consumption misuse • Change language in “Friendly reminders”

Drought Condition	MOWD Actions	Likely Reduction Measures	Penalties and Rates
Stage 5 Lake Supply 25%-0% Acre-Feet Available 65,000 – 3,000	<ul style="list-style-type: none"> • Declare Stage 5 • Continue intensified public awareness and education • Continue drought updates through letters to customers • Change district banners • Prohibit all non-essential uses • Coordinate with State and Local agencies for enforcement options • Join Casitas MWD to implement crisis communication plan 	<ul style="list-style-type: none"> • Continue Stages 1-4 conservation measures • Decrease water allocations • 50% Mandatory reductions for urban use • Cease all outside watering • Prohibit water use for agriculture 	<ul style="list-style-type: none"> • Consider increasing drought surcharge • Continue fines for improper water use Consider rate adjustment

Each time Casitas MWD declares a new stage of drought, MOWD's Board would, at its discretion, adopt by resolution a corresponding drought stage as described above. Similarly, when sufficient rainfall occurs, MOWD would reduce its drought stages by resolution as appropriate, in conjunction with Casitas MWD.

For planning purposes, it can be seen that, without rain and with a demand of 20,000 AF/Yr from Lake Casitas, Stages 2 and 3 **might, may or could** each last around one year. That allows some time for additional planning and drought response. But Stage 4 **may** only last around 6 months.

Stage 5 would be limited by the depth to minimum pool and the difficulty of draining the last water out of the lake – due to potential limitations of the outlet works.

It is important to recall that evaporation from Lake Casitas can be as much as 10,000 AF/Yr when the lake is full, about half of its safe yield of 20,000 AF/Yr.

Once Lake Casitas is drained and MOWD's wells are dry, there is no water to deliver to our customers. Therefore, it is important to reduce water demand and conserve existing supplies before that happens.

Summary of Casitas MWD's Water Conservation Plan

Casitas MWD provides good information on water conservation on their website: www.casitaswater.org, which also provides links to relevant sites. Additional information on Casitas MWD and their drought planning is provided in their *2015 Urban Water Management Plan*, adopted June 22, 2016, also posted on their website. Casitas MWD's program includes the following elements relevant to all service connections within MOWD:

1. All residential account holders within MOWD may receive a free water survey from Casitas MWD.
2. Casitas MWD provides rebates for high efficiency washing machines, high efficiency toilets, and other devices.
3. Casitas MWD also offers turf removal rebates through the State
4. Casitas MWD provides agricultural evaluations for certain agricultural customers.
5. Casitas MWD's primary focus on reducing water demand during droughts is based on charging higher rates as the level of Lake Casitas drops (Section 15 of their 2009 Rates and Regulations.)

MOWD's customers may contact Casitas MWD to determine which of these programs may apply to them.

Future Changes to MOWD's Drought Contingency Plan

If the drought continues over the next year or more, we expect that Casitas MWD will adopt specific steps to implement water use restrictions such as limits on watering lawns, landscaping and farms. In response, MOWD will refine its own plan to incorporate specific steps consistent with Casitas MWD's actions. This Drought Contingency Plan is considered to be a "living document," to be amended as necessary with Board approval. In the meantime, we ask all of our customers to use good sense to implement well-known water conservation measures, such as those described on our "Friendly Reminders."

Over Allocation Fee Table 3

Lake Casitas Demand Reductions and Drought Surcharge				
Stage of Drought	Reduction in Use/Consumption	Allocation Reduction from Casitas MWD per MOU	Drought Surcharge	Lake Supply Percent/ Volume/AF
Stage 1	20% Voluntary	20%	\$ 0.00	100%-50% 254,000 to 127,000
Stage 2	20% Mandatory	20%	\$ 0.00	50%-40% 127,000 to 100,000
Stage 3	30% Mandatory	30%	✓	40%-30% 100,000 to 75,000
Stage 4	40% Mandatory	40%	✓	30%-25% 75,000 to 65,000
Stage 5	50% Mandatory	50%	✓	25%-0% 65,000 to 3,000

In addition to the voluntary and mandatory reductions in consumption, Casitas MWD will impose a per unit drought surcharge for any water delivered to their resale agencies above their base allocation.

To further promote conservation, MOWD has established for each metered account a single base allocation that represents that accounts average monthly demand for the three-year period from 2010 through 2012. Demand reductions will be required as Lake Casitas' storage decreases. Demand reductions will be implemented by applying percent reductions to the base allocation. The percent will be consistent with the mandatory reduction requirements implemented by Casitas MWD as they move through the different stages of drought. These percentages are illustrated in the Table 3 above.

It's important to note that when Stage 5 has been declared, the only water available may be health and safety water.

Allocation Ac/Ft	Drought Stages	Reductions
	1	0-20% Voluntary
	2	20% mandatory
	3	30% Mandatory
	4	40% mandatory
	5	50% Mandatory

Table 4 MOWD Allocation

All metered account averages were based on a monthly demand for the three-year period from 2010 through 2012. The allotment of water provided to each account is based on the mandatory reduction requirement implemented by Casitas MWD as they move through the different stages of drought (see Table 4 below).

Fines for improper use of water

In Stages 1-5 MOWD will impose fines for water uses that are prohibited by State regulations and/or MOWD's Drought Plan. In Stage 3, prohibited uses of water are as follows:

- 1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- 2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
- 3) The application of potable water to driveways and sidewalks.
- 4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a circulating system.

- 5) Outdoor irrigation of any portion of your landscape more than once per week.
- 6) No watering between the hours of 10 am and 6 pm.
- 7) Large-scale irrigation that results in water flowing into ditches or channels, water ponding, or excessive runoff.
- 8) Use of potable water for dust control.

Note: A positive shut-off-nozzle is defined as "A device attached to the end of a hose that must be manually squeezed, depressed or otherwise held in place to allow water to flow out the hose and which automatically shuts off the flow of water when continuous manual pressure is released".

MOWD will issue fines for serial violations of these regulations as follows in table 5:

	Stage 1	Stages 2 and 3	Stages 4 and 5
First violation	No fine	Warning	Warning
Second violation	No fine	\$100	\$150
Third violation	No fine	\$100	\$250
Fourth violation	No fine	\$200	\$350
Fifth violation	No fine	\$300	\$450
> 5 violations	No fine	\$500	\$550

MOWD staff will document all violations in the following manner:

- 1) Field staff will give a verbal warning
 - 2) Field staff will give a "Friendly Reminder" to the customer or **property and place** it in a convenient location.
 - 3) Field staff will then submit a copy of the "Friendly Reminder" and a photograph depicting the misuse of water to office staff.
 - 4) Office staff will then forward this information back to the **account holder** accompanied with a letter of explanation.
 - 5) Further notices will be accompanied with a fine.
 - 6) The list will run continually as long as the drought persists. Stages 1-5 will be as declared by MOWD and Casitas MWD.
 - 7) Fines will be attached to **an account holders** water bill.
- These regulations will be enforced in a reasonable and balanced way. For example, otherwise prohibited water uses may be allowed if required to protect public health and safety.

Mobile Home Parks

Consistent with our method for establishing base allocations for all service meters, mobile home parks (Parks) with a single service meter will receive a single base allocation that represents the average monthly water use by the Park during the three-year period from 2010 through 2012.

MOWD recognizes that, on average in some Parks, individual mobile homes were using less water per month during 2010-2012 than the lowest Stage

5 residential service meter allocation specified by this Drought Contingency Plan (i.e., 50% of the default minimum 15 units/month = 7.5 units/month). As a consequence, if a Park's monthly base allocation equates to ≤ 7.5 units/month per mobile home, the monthly base allocation for a Park will not be subject to drought-stage-specific mandatory reductions. In such cases, the monthly allocation for the Park will remain equal to the average monthly use by the Park during 2010-2012 regardless of drought stage.

However, if a Park's base allocation equates to > 7.5 units/month per mobile home, the Park's base allocation will be subject to the schedule of mandatory drought reductions until the drought-stage-adjusted allocation for the Park equates to ≤ 7.5 units/month / mobile home - after which time no further mandatory reductions will be applied to the Park's account. It's important to recognize that this approach does not provide for increases in a Park's base allocation above the Park's average monthly use during 2010-2012. Instead, the approach may affect whether, or how, mandatory reductions applied to a Park's base allocation during drought stages.

Future conditions may require MOWD to impose deeper cuts on monthly water use than are anticipated by this Drought Contingency Plan. In such case, MOWD may establish a different approach for deriving or implementing monthly allocations for Parks.

What You Can Do

All of our customers are requested to take steps in response to the drought. Here are some specific steps you can take:

- 1) Please postpone any new landscape plantings until the drought is over.
- 2) Please consider not having a vegetable garden this year.
- 3) Please upgrade your irrigation system, or make adjustments where necessary to make it more efficient.
- 4) Please consider water efficient appliances. (Rebates are available through Casitas MWD.)
- 5) Abandon your lawn until the drought is over. (Rebates available through Casitas MWD)
- 6) Overgrown trees and shrubs should be pruned or stumped to reduce their water needs.
- 7) Irrigate at night or in the evening.

Agricultural **property owners** should consider the following steps:

- 1) Please stop irrigating any unproductive or marginal trees in your orchard.
- 2) If your trees need pruning, this would be a good time; pruned or stumped

trees generally need less water.

- 3) Please focus your irrigation at night, and no more than one time per week.

Possible Future Water Use Restrictions

During a worsening or future drought (Stages 4 and 5), specific water use restrictions would be adopted by MOWD. It is not within the scope of this Plan to define all of the potential water use restrictions that could be adopted under a worsening drought. Such restrictions could be adopted by the MOWD Board in response to reduced water supply, in coordination with Casitas MWD and in conformance with the laws of the State of California. Such water use restrictions would include, but are not limited to, the following:

- 1) A prohibition on watering lawns.
- 2) A ban on washing vehicles.
- 3) A halt to supplying water to agriculture.
- 4) A prohibition on irrigating outside landscaping.
- 5) A prohibition on filling pools and fountains using potable water

It is hoped that these measures will not be required. In a worst case scenario – 3 or more years of continuing drought culminating in Stages 4 and 5 – they might become necessary. These measures would only be adopted in a dire water shortage emergency after extensive customer outreach and public meetings.

Legality of Drought Incentive rates

California law does not allow public agencies to collect more revenue than necessary to provide services, and the rates charged for those services must reflect the cost of providing them. (Proposition 218) Emergency regulations adopted by the State Water Resources Control Board in July 2014 encourage incentives to reduce demand, such as “drought rate structures.” (Water Code Sections 100-540,350-359, 31020-31035.1)

When preparing MOWD’s annual budget, it is intended that the proposed rates will be “revenue neutral,” that is, we will not in the aggregate collect more revenue than required to deliver water to our customers and satisfy our regulatory obligations.

Additional information

Additional information on water conservation can be found at <http://saveourwater.com>.
www.meinersoakswater.org www.bewaterwise.com www.casitaswater.org

Additional information on drought water rates can be found at
<http://www.allianceforwaterefficiency.org>.

Address: _____
Date: _____ Time: _____
Field Person Name: _____

Friendly reminder From your water district

MOWD has declared that Stage 3 water shortage conditions exist, and we must all conserve water as best we can:

Current Drought Stage

Stage 3

- ☐ Please do not overwater your lawn and landscaping
- ☐ Please adjust your sprinklers so they don't spray on or run off onto asphalt or concrete
- ☐ Please set your sprinkler timers to run between 6pm to 10 am.
- ☐ Please limit washing your car, and use a shut-off nozzle on the hose at all times. Including quick rinses.
- ☐ Please check your irrigation and plumbing system for leaks and make necessary repairs within 36 hours.
- ☐ **Do not** wash sidewalks, driveways or patios. **Unless for health and sanitary reasons i.e... (Restaurant's)**
- ☐ Do not refill your pool or decorative fountain with potable water
- ☐ Other:

Meiners Oaks Water District's Drought Contingency Plan

Frequently Asked Questions - FAQs

1. If I go over my allocation limit, do I pay a higher rate for all the water I use or only for the amount I go over?

The over-allocation fee applies only for the amount you use over your allocation limit.

2. I'm on a fixed income and can't afford higher water rates. How is that fair?

If you are a retiree on a fixed income, you may plant drought tolerant landscaping or forgo a lawn to avoid paying higher rates.

3. I have specialized water needs that the proposed rates do not consider. Can I obtain any additional amounts for use within my allocation?

*Our intent is to implement fair water rates, but we acknowledge that we cannot know everything about our **property owners** uses. Therefore, we have created a waiver system as described in the plan; the district will provide specific criteria that will be considered when granting waivers. If you think your situation fits / Meets the waiver criteria according to the plan, send us a letter describing your water use and why you think you qualify for additional water. However, be aware that we are a non-profit agency and any reduction in rates to one **account** must be offset by an increase in rates to others.*

4. Can I receive an increase of water allocation at the proposed rate if my residential meter supplies several houses or a granny flat?

*One of the best management practices for water conservation is to measure water use. Therefore, a **property owner** with several houses or a granny flat on a single meter may fund the installation of separate water meter(s), and may receive an allocation of water for each meter. However, if your granny flat or extra dwelling was inhabited during 2010-12, the allocation for the second dwelling has been accounted for. If the extra dwelling was **not** inhabited please provide proof to the District confirming your declaration. If proof cannot be supplied to support your case, the District may **not consider an** additional water allocation. To encourage conservation, those meters should remain in use after the drought is ended.*

5. How much would it cost me to install a new ¾" residential meter?

*The cost of installing a new meter depends on the size of meter and service requested. The **property owner** is responsible for purchasing and installing the meter with an approved design and location in the public right-of-way, after payment of the meter connection charges as described in MOWD's Schedule of Fees and Rates. Any applicable connection fees to Casitas MWD must also be paid as well. Call the District for more information.*

6. What if my granny flat is not occupied?

*Then there would be no water use there and **an account holders** water bills would not be substantially increased by owning a granny flat.*

*MOWD cannot control or monitor who lives where. However, once a separate meter is installed on a granny flat, service there may be disconnected at the **property owner's** request and no more monthly bills would be received for that meter until service is restored.*

7. If I reduce my water use now, how do I know that I won't be cut back in the future to some percentage of my lower water use? Isn't it better for me to use more water now so I can have a higher allocation in the future?

*Our intent for the duration of this drought is to base historical water use on the pre-drought, 2010-2012 **for that metered service periods**, using more water now will not increase your historical allocation.*

Attachment A Waiver Policy

Water Allocation Waiver Policy

Introduction

As part of its rate-setting program in times of drought, Meiners Oaks Water District has assigned monthly base allocations to each of its **metered accounts**. These base allocations are subject to further reductions during declared stages of drought. The purpose of this allocation system is to collect additional revenue from those who use the most water, to fund over-allocation charges paid to Casitas MWD when MOWD exceeds its annual allocation of water from Lake Casitas. The allocation program also provides incentives to conserve water during droughts.

Individual **metered account** allocation assignments are available on MOWD's website, meinersoakswater.org. **The account holder** just needs to enter his/her first 7 digits of their account number. Example: 01-12345

A customer with unique circumstances not fairly treated by the allocation program may request a waiver to receive an additional allocation **for that metered service**. The waiver process is described below.

Basis for Establishing Base Allocations for Each **Account**

MOWD's monthly base allocations (before reductions) for each **account** are based on the larger of the following two criteria:

- 1) A minimum amount that should be sufficient to meet the demands of a typical residential **account/meter is** 15 units per month. This amount is intended to protect human health and **sanitation**.
- 2) **The metered accounts** average historical monthly demand during the period from 2010 through 2012. This supports additional uses of water that historically occurred at that property before the current drought started.

Waiver Process

Although MOWD has attempted to be as fair as possible in setting up its allocation program, there may be legitimate uses of water not properly accounted for. Therefore, MOWD has implemented a waiver system whereby a **property owner** may request a higher allocation **for that metered service**.

Criteria for Considering a Waiver

MOWD may grant an additional allocation if the **account holder** can demonstrate that **the condition/property** meets one of the following criteria:

- 1) The **properties** allocation does not include a portion adequate to meet the minimum needs for indoor use to protect health and safety. Considerations will include:
 - A change in occupancy that results in more than 4 full-time residents
 - Medical needs supported by a letter from a medical provider
 - Evidence of below-normal indoor use during 2010-2012
- 2) The **metered or property's** historical use during 2010-2012 was not representative of reasonable and efficient water uses that historically occurred on the property. For example, a house or business may have been unoccupied between 2010-2012.
- 3) The **property owner/tenant** implemented new water demands after December 31, 2012, that provide a significant new public benefit to residents of Meiners Oaks, beyond considerations of profit. These new water demands cannot include extraneous landscaping. Specific examples include:
 - Licensed care facility (adult or child)
 - Schools
 - Public health facilities
 - An increase or correction in the number of dwelling units on the property

In applying these criteria, **an account holder** may separate ~~his/her~~ indoor, and additional outdoor water uses for the purpose of evaluating each.

Additional allocation amounts will generally not be approved for new water uses that have been added to a property since December 31, 2012, unless those uses provide an appreciable public benefit. A drought is not a good time to seed a new lawn, plant new trees, acquire new horses, or start new water-intensive hobbies. In addition, the following factors will be given less weight when considering a waiver:

- Adverse impacts on the viability of marginally profitable or unprofitable agriculture, on the basis that non-productive fields and orchards should be removed from use during times of extreme drought.
- Financial hardship for those on a fixed or limited income, on the basis, that the easiest way to reduce water cost is to cut back on landscaping, gardening, and orchards, which would reduce a customer's water bills.
- Requests based on the type of water use (agriculture vs. domestic), on the basis, that we are trying to treat all historical water use categories as equitably as possible.

Waiver Application and Approval Process

If a customer satisfies one of the appropriate criteria, he/she may request a higher allocation or other exclusion. The waiver process will be as follows:

- 1) An account holder must write a letter to MOWD describing his/her unique situation, provide detailed information, and explain why he/she feels entitled to additional allocation. The letter should be clear and thorough. The account holder should also fill out and attach the waiver request form, provided on MOWD's website. (Note: a paper copy of the filled-out form should be attached to the letter. The form is not interactive online.)
- 2) MOWD's general manager will review the information provided and advise the account holder whether or not the letter provides sufficient information for the MOWD Board to make an informed decision. If the general manager thinks the request may have merit, he will submit the request to the Board at the next regularly scheduled Board meeting. If the general manager believes the written request is inadequate or without merit, he will advise the applicant to provide additional information or justification. The account holder may then provide the additional material in a new or supplemental letter, or may decide to submit his/her original letter to the Board as is.
- 3) At its next regular Board meeting (third Tuesday of each month), the Board will review the submitted information and justifications. The applicant may present his/her arguments at the meeting in person. The Board may grant the request as presented or make modifications, or the Board may deny the request at its sole discretion. This topic would be discussed in open session with public attendance unless special conditions apply. The final Board decision will be made by voice vote and would be documented in the minutes

Drought Contingency Plan

- 4) The account holder could appeal a Board decision on a waiver request by writing another letter to MOWD presenting any new facts or arguments.

Possible Future Water Use Restrictions

The District's water allocation program was designed for drought Stages 2 and 3. They may be extended by the Board into Stage 4 if the lake level continues to drop. However, there is a possibility that, with worsening drought, the allocation program could be suspended. At some point, as Lake Casitas approaches empty, it may become necessary to prohibit all outside irrigation. At that point, water use would be limited to indoor use only and allocations could become moot.

Attachment B Resolution



Resolution 20160816

Water Allocation Waiver Policy

WHEREAS, in accordance with Water Code Sections 350, 31020-31035, the Board of Directors of MOWD intends to take necessary steps to reduce water demand and bring it into balance with available supplies; and

WHEREAS, the mission of the Meiners Oaks Water District and its staff is to produce and deliver a reliable and sustainable supply of water to meet the needs of the residents and properties and the community within its boundaries, and

WHEREAS, it is the responsibility of the Board of Directors to establish policy to uphold and support monthly base allocations that have been assigned to each of MOWD's water customers for the purpose of collecting additional revenue to fund over allocation charges paid to Casitas MWD, to provide incentives to conserve water during droughts and to be fair in setting up its allocation program; and

WHEREAS, MOWD has implemented a Water Allocation Waiver Policy whereby a customer may request a higher allocation due to a legitimate need for a higher allocation of water by submitting a letter along with the waiver request form describing their situation and reasons for needing the higher allocation; and

WHEREAS, it is the responsibility of the General Manager to review the information and determine whether or not the situation merits the necessity of a higher allocation and present said request to the Board of Directors at the next regular Board meeting; and

WHEREAS, it is the responsibility of the Board of Directors to review the request and make a justifiable determination to said request and will be made by voice vote and inform the customer with determination; and

WHEREAS, upon the drought worsening, MOWD and its Board of Directors have the responsibility and possibility to suspend or amend the water allocation program as deemed necessary.

NOW, therefore be it resolved by the Meiners Oaks Water District Board of Directors that the Water Allocation Waiver Policy in its entirety is

Passed, Approved and Adopted this 16th day of August 2016.

James Kentosh, President of Board
Meiners Oaks Water District

Stacey Gilbert, Secretary to the Board
Meiners Oaks Water District



Steve Wickstrum
Casitas MWD

12/20/2016

Dear Steve:

We are pleased to hear that the City of Ventura plans to hire a consultant to do a preliminary design and environmental studies of an emergency pipeline to connect the City to Calleguas MWD. We support this project, which could prolong the supply of water from Lake Casitas if the drought continues. If Lake Casitas empties, our community would have no water supply.

As a customer of Casitas MWD and a potential beneficiary of the importation of your State Water allocation, we are willing to contribute financially towards this work. We understand that the consulting services will cost around \$500,000. We presume that if United Water participates, the project would have a capacity of 18,500 AF/Yr. As a starting point for discussions, we would like to consider our share of the project to be 500 AF/Yr of capacity. That should provide health and safety water for our customers when considering the reliability of the State Water Project and intermittent production from our wells. Our pro-rata share of the consulting costs would then be \$13,500. We would be willing to consider participating in an MOU for sharing the costs for this and future phases of this project.

Although we represent only a small share of this project, we would like to encourage its progress. We have watched Lake Casitas drop from full to 35% capacity in 11 years. Our wells went dry for the first time ever in 2013, forcing us to take all of our water from Casitas MWD for the first time in 64 years. And the drought continues! Please let us know what we can do to help.

Mike Hollebrands,
General Manager

cc: Shana Epstein, City of Ventura
Susan Mulligan, Calleguas MWD

Drought Surcharge information – from a billing standpoint

It takes about 7 steps/clicks to change the amount of the Drought Surcharge

It takes 3 steps/clicks to make the Drought Surcharge active or inactive

I have included screen shots of how these processes look

To change the actual line item on the bill, it takes contacting not only our billing system but also our 3rd party mailing company.

- With Tyler Technologies it costs \$125 per hour to change the data in the system to accommodate the change. They have to send us a mockup of what the bill would look like, and then we approve it and email it back.
- With Dataprose it costs \$125 per hour to update their system to accommodate the change from Tyler. They have to send us a quote and a mockup of what the bill would look like, and then we approve it and email it back.

Therefore, you are looking at a minimum of \$500 per change per hour just to fix one thing.

Changes usually take about a week to get done, but it also depends on the severity of the change.

- I have included 3 separate invoices that show how each company charges us for any changes to the format of the bill

The best way to let the customers know of an immediate change would be to put it in the message box on the bill itself. You will waste paper by doing a bill insert when we are just letting the customer know of a quick change with the Drought Surcharge rate.

I feel that if we make any major change to the bill it should be to remove the wording on the Drought Surcharge (see pic below – refer to the highlighted part)

ACCOUNT SUMMARY	
PREVIOUS BALANCE	\$48.23
TOTAL PAID SINCE LAST BILL	-\$48.23
ADJUSTMENTS	\$0.00
AMOUNT PAST DUE	\$0.00
SUMMARY OF CHARGES	
WATER USE 4 HCF @ \$1.65/UNIT	\$6.60
MONTHLY CAPACITY CHARGE	\$16.00
MONTHLY WATER AVAILABILITY CHARGE	\$25.34
STANDBY CHARGES	\$0.29
CASITAS SURCHARGE	\$0.00
DROUGHT SURCHARGE 0 HCF @ \$1.00/UNIT	\$0.00
TOTAL NEW CHARGES	\$48.23
AMOUNT PAST DUE	\$0.00
TOTAL AMOUNT DUE NOW	\$48.23

remove highlighted



1122 W BETHEL RD | SUITE 100 | COPPELL TX 75019



*****287 S20028D304



MEINERS OAKS WATER DISTRICT
ATTN: BRANDI MALONE
202 W EL ROBLAR DR
OJAI, CA 93023-2211

7/18/16
CH# 7110

RECEIVED

JUL 12 2016

BY

[Signature]



INVOICE DATE: 6/30/2016
INVOICE NUMBER: DP1601943
ACCOUNT NUMBER: 1377
PURCHASE ORDER: N/A
INVOICE TOTAL: \$1,640.37

DATAP
2174

BILLING PERIOD FROM 6/1/2016 TO 6/30/2016

Page 1 of 1

DESCRIPTION	QUANTITY	PRICE	AMOUNT
STATEMENTS			
* BILL PACKAGE	2441	0.1500	\$366.15
SEARCH & VIEWBILL	2441	0.0200	\$48.82
* ADDITIONAL IMPRESSIONS	2627	0.0350	\$91.95
POSTAGE USED	1	974.0900	\$974.09
OTHER			
TECHNICAL SERVICES - CHANGE - 1 HOUR PROGRAMMING CHANGE STAT	1	125.0000	\$125.00

*Taxable Item

SUBTOTAL	\$1,606.01
TAXES	\$34.36
TOTAL AMOUNT DUE	\$1,640.37

Remit to: DataProse LLC | 1122 W Bethel RD | Suite 100 | Coppell TX 75019

Billing Questions? | Email: accounting@dataprose.com | Phone: 972-462-5406





*****253 S20717D304



MEINERS OAKS WATER DISTRICT
ATTN: BRANDI MALONE
202 W EL ROBLAR DR
OJAI, CA 93023-2211

RECEIVED

SEP 07 2016

7/16/16
Ch# 7196

DATAP
2174

INVOICE

INVOICE DATE: 8/31/2016
INVOICE NUMBER: DP1602618
ACCOUNT NUMBER: 1377
PURCHASE ORDER: N/A
INVOICE TOTAL: \$1,331.34

BILLING PERIOD FROM 8/1/2016 TO 8/31/2016

Page 1 of 1

DESCRIPTION	QUANTITY	PRICE	AMOUNT
STATEMENTS			
* BILL PACKAGE	1223	0.1500	\$183.45
SEARCH & VIEWBILL	1223	0.0200	\$24.46
NCOALINK	13	0.5000	\$6.50
* ADDITIONAL IMPRESSIONS	1315	0.0350	\$46.03
ADDITIONAL INSERTS	1223	0.0150	\$18.35
POSTAGE USED	1	488.3100	\$488.31
OTHER			
TECHNICAL SERVICES - CHANGE - UPDATE OF GRAPH INFORMATION	4	125.0000	\$500.00
* INSERT PRINTING - HOW TO READ YOUR BILL (AUG)	1250	0.0350	\$43.75

*Taxable Item

SUBTOTAL	\$1,310.85
TAXES	\$20.49
TOTAL AMOUNT DUE	\$1,331.34





Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Tyler
2195

Invoice No	Date	Page
025-167020	08/31/2016	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: Meiner's Oaks County Water District
202 West El Roblar Drive
Ojai, CA 93023-2211

Ship To: Meiner's Oaks County Water District

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
48537	65593	021862	USD	NET30	09/30/2016
Date	Description	Units	Rate	Extended Price	
Aug 25 2016	Kashif Riaz Meiners Oaks Co. Water Dist., CA 021862 - Implementation Services Tiered Rate Implementation Services	2	125.00	250.00	
Aug 26 2016	Kashif Riaz Meiners Oaks Co. Water Dist., CA 021862 - Implementation Services Tiered Rate Implementation Services	2	125.00	250.00	

9/16/16
Ch# 7209

RECEIVED
SEP 13 2016
BY *[Signature]*

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	500.00
Sales Tax	0.00
Invoice Total	500.00