

Regular Meeting
August 16th 2016
6:00 p.m.



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

August 16th, 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 July 19th, 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

- **System Status and Production - District Lead sampling**
- **Discussion of the conference call with the instream flow unit assigned by the Governor to set instream flows within the Ventura River**

5. Board Committee Reports

- Drought Committee met on July 27th and August 4th
- Budget and Rate Committee met July 28th (see attached minutes)

6. Board of Directors Reports

7. Financial Matters

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

Payables -	\$ 37,438.60
Payroll -	\$ 29,929.02
<u>Total -</u>	<u>\$ 67,367.62</u>

8. Board Discussion and/or Action

- a) Discussion and approval of Final Draft JPA for the GSA
- b) Discussion of draft MOU with Casitas
- c) Discussion and comments on letters to Casitas for State Water and finding other resources
- d) Discussion and approval of MOWD's Drought Contingency Plan, Waiver Process and supporting resolutions 20160816 and 20160816-1. Assignment of Board committee for waiver process
- e) Board discussion and preferred direction with regard to distributing drought and District information to our customer's bill stuffers, newspaper, etc...
- f) Board approval of one-page informational bill stuffers to our customers

g) 2017 CSDA Committee & Expert Feedback Team Participation

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

- **General Managers performance evaluation – Personnel Exception Government Code Section 54957 (Subdivision (b) (2)**
- **W.J. Investments will serve letter validity – Conference with legal counsel Government Code Section 54956.9 (Subdivision (a)**

10. Meeting Adjournment.

Regular Meeting
July 19th, 2016
6:00 p.m.

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

MINUTES

The meeting was called to order at 6:05 p.m.

1. Roll Call

The meeting was called to order by the Board President James Kentosh at 6:05 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, via phone. 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 June 21st, 2016 Regular Meeting minutes:

Mr. Harrold made the motion to approve the June 21st, 2016 Regular Meeting minutes. Mr. Krumpschmidt seconded the motion.

Ms. Engle made the correction to her statement on page 4 asking to restate. The correction will be reflected in the approved minutes.

Harrold/Krumpschmidt
All Ayes
M/S/C

3. Public Comments

Greg Nowland gave some background to the consumption history of his property at 961 & 979 S La Luna. In September of 2013, he received a notice for each property of the average water usage for the July/August/September quarter of the previous 3 years. That worked out to 31 units for 961 and 49 units for 979, so a 25% reduction comes out to 24 units for 961 and 37 for 979. They didn't exceed those units, in fact, they were much less that during the other 9 months of the year. With the stage III reductions,

they expected a 5% cut which works out to 22.4 units for 961 and 34.3 for 979. He was surprised when he went online and found out that MOWD had taken their yearly average to calculate the reduction. That equals 18 units for 961 and 12 units for 979. He states that there is no way they can meet those goals and still keep the orange trees alive during the July/August/September quarter. It seems like he is being penalized for using much less water the other nine months while someone else irrigates the same amount without getting penalized. Now if MOWD waited until the end of the year to he can meet those averages but he can't during the July/August/September quarter. He is here tonight to ask MOWD to be consistent in their calculations of water usage.

Mr. Hollerbrands commented that we are looking into a seasonal average however they vary. The board has not made any decisions on that as of yet, so we are going to stick with what we currently are doing for now. He suggested that he apply for an allocation adjustment that way MOWD has an account of your need, and they will take that into account.

Mr. Kentosh explained how we came to the decision we are at now.

4. General Manager's Report

- **System Status and Production**

Mr. Hollebrands informed the board that as of 7/12/16 all wells had been turned off due to low production and the presence of air. He attended the Water Shed Council meeting on 7/7 to hear Kevin Delano speak and the information received was limited. However, he is to be on a conference call with him on 8/4 at 3 pm. On 6/27 he had a luncheon with the water district managers and met with Shana Epstein to discuss options such as desalinization, state water, and DPR and what they plan to do with those options. There was much discussion in regards to this meeting. The upper Ventura River Basin final draft GPA as been released and submitted to Lindsey for review. Spoke with Brian Bondy who is a hydrogeologist and discussed the feasibility of a cold water well. He wasn't overly enthused but did feel we had a chance to hit cold water sandstone but not sure of the amount we could get. The CC&R has been completed and certified and submitted to the state. He had a meeting with Russ Baggerly in regards to Matilija Dam and dropped off some information. There was much discussion in regards to this issue.

- **Briefing on the instream flow unit assigned by Governor to set instream flows within the Ventura River as well as run parallel with the Upper Ventura Basin GSP**

5. Board Committee Reports

- Drought Committee met on July 1st and 13th (See Meeting Minutes)
Ms. Engle went over the minutes that Mr. Kentosh had typed up. In regards to #2 in the minutes, Ms. Von Gunten commented that we need to acknowledge and discuss that 40% of the population in Meiners Oaks are renters and do not ever see a bill. Therefore, the information being sent with the bills will more than likely not be seen by those renters. Ms. Engle further went over the minutes and what was discussed during both meetings
- Budget and Rate Committee (see item 7b) – had a meeting via email
There needs to be discussion whether it would be feasible or not to decrease the extra dwelling charge in regards to the MWAC charge – this has been tabled to discuss further with the committee due to the new information received.
Linda McMillian is directly affected by this charge and was present at this meeting – She only has a little over 1200 sqft of property and only one meter but is charged double strictly due to having that second dwelling, and she feels that it isn't quite fair due to the size of her lot. What also could be looked into as well is that if these properties have extra dwellings do they get more of an allocation.

6. Financial Matters

1. Approval of Payroll and Payables from June 16th, 2015 to July 15th, 2016 in the amount of:

Payables -	\$ 70,873.74
Payroll -	\$ 28,976.87
Total -	\$ 99,850.61

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

Mr. Harrold questioned Evans Excavating – didn't we already do all the paving last month. Mr. Hollebrands stated we finally got the bill.

Mr. Kentosh questioned the Oilfield Electric bill. Mr. Hollebrands stated it was due to Edison losing power in Zone 2 that did a number on 2 of our pumps, motor control center, and SCADA. We had to have them up there to find out what was wrong and ultimately had to replace both motors and do some other troubleshooting.

Krumpschmidt/Etchart

All Ayes

M/S/C

7. Board Discussion and/or Action

- a) Discussion of Stage 3 notice to customers, drought plan, and future water use restrictions. – A Notice for Stage 3 has been created, and the board likes the document and feels it is ready to be sent out as the first stuffer with the bill. Mr. Kentosh states that the big issue and question is as a Board, are we willing to go beyond Casitas' limits if need be. If we were to do that, we would have to keep our customers thoroughly informed, and we would have to keep in contact with Casitas with what we are doing. After much discussion, it was decided that we should not go outside what Casitas is doing too much and wonder why Casitas isn't more aggressive with restrictions. Putting more restrictions on how the water is used isn't necessarily the answer. It is more about putting restrictions on how much water is used. It was ultimately decided that there must be a conversation with the Board at Casitas and to work with them.

Ms. Von Gunten states we are in a good position to be more aggressive mainly because we are in the position of going dry in our wells and having to go outside of our resources.

- b) Board Discussion and approval of MWAC reduction for extra dwellings only – This item has been tabled for further discussion
- c) Discussion of emergency connection to State water - Other options? Letter to Casitas board – Mr. Hollebrands meets with the managers and discusses this regularly. There is a lot to do before we can receive the necessary water needed. We have let the bigger companies take the reins but give our two cents in on this matter as well as keeping our customers informed. There was much discussion in regards to this topic. It was further decided that the Drought Committee will draft a letter to Casitas requesting that we hook up to state water and be a part of that project on our behalf and be allowed to be included in the future discussions.

Mr. Krumpschmidt wants to keep the option open to a deep water well with reservations and as much knowledge about having said well.

- d) Adopt Resolution 20160711 Request for District elections to be consolidated with the general election. Note: [The resolution was post dated to 7/11/2016]

Mr. Krumpschmidt made the motion to adopt Resolution 20160711 Request for District elections to be consolidated with the general election. Mr. Harrold seconded the motion. Mr. Krumpschmidt brought up the question of which type of term to run for. It was suggested to have Mr. Krumpschmidt run for the long term, and Ms. Engle runs for a short term.

The motion went to a Roll Call vote – Kentosh – Aye, Etchart – Aye, Harrold – Aye, Engle – Aye, Krumpschmidt – Aye, Resolution passes unanimously

- e) Adopt Resolution 20160719 appointing Diana Engle to fill Dale Carnathan's seat on the board
Mr. Harrold made the motion to adopt Resolution 20160719 appointing Diana Engle to fill Dale Carnathan's seat on the board. Mr. Etchart seconded the motion.
The motion went to a Roll Call vote – Kentosh – Aye, Etchart – Aye, Harrold – Aye, Krumpschmidt – Aye, Engle – abstained. Resolution passes four ayes, and one abstained.

8. Board of Directors Reports

Mr. Krumpschmidt – was “Banking water” brought up in the drought committee. As he thought more about this idea, it goes against what we as a district are trying to do. The board seems to agree.

Ms. Engle – informed the Board that as part of the GSP process there is an evaluation period that happens at some point where you identify GDE's (groundwater dependent ecosystems) which will happen all over the state. There are committees put together to create a framework on how to identify these GDE's and some of the test areas are Aroyo Las Posas and the Santa Clara River and some in northern California. She will be leading a tour of these areas so she will keep her ears open for any information. Ms. Engle also informed the Board of Bill 2594 that allows the collection of storm water for future use as well as the implications of that bill, but added, it has not been passed yet.

Mr. Kentosh mentioned he gave his talk on steelhead. July 20th Ventura River is having a public meeting at the community center.

9. Closed Session

- General Managers performance evaluation – Tabled till next month

10. Meeting Adjournment

There being no further business to conduct at this time, Board President James Kentosh adjourned the meeting at 8:45 PM.

President

Secretary

MEINERS OAKS WATER DISTRICT

Budget and Rate Committee meeting minutes

Committee members present: Mike Etchart, Larry Harrold, and Mike Hollebrands,
G.M. Members of the public - None

Meeting started at 10:00 and adjourned at 11:00 am July 28, 2016

Topic: Extra Dwelling charges

The general manager presented the information to the committee regarding the number of accounts currently receiving the extra dwelling charge and how those changes could affect the budget. The committee felt that the fee should stay unchanged, and all of the discounts proposed by the general manager would impact the Districts reserves to adversely. Alternatively, the committee felt that the District should continue to observe this fee, and look at it again before the next fiscal year.

Discussion of this topic was focused on additional extra costs to the District this year to include;

1. Final legal work to conclude GSA,
2. Begin work on the GSP
3. Contribute to the combined effort of looking for and developing an alternative source of water for the District.
4. Overall financial impacts to the District cause by the drought

Report of Income as of 7/31/2016

Income	Month of July	Year To Date	Budget Approp	Approp Bal 07/31/15
Interest	--	59.38	--	(59.38)
Taxes	--	434.03	--	(434.03)
Pumping Charges	--	257.21	--	(257.21)
Fire Protection	--	130.12	--	(130.12)
Meter & Inst. Fees	--	--	--	--
Water Sales	--	47,678.94	659,439.00	611,760.06
Casitas Water Sales	--	329.46	--	(329.46)
MWAC Charges	--	37,352.60	666,997.00	629,644.40
MCC Chg.	--	6,538.27	125,408.00	118,869.73
Misc. Income	--	128.20	8,000.00	7,871.80
Late & Delinquent Chgs.	--	2,484.44	--	(2,484.44)
Conservation Penalty	--	--	--	--
Capital Improvement	--	--	--	--
	--	--	--	--
	--	--	--	--
	--	--	--	--
	--	--	--	--
TOTAL INCOME	--	95,392.65	1,459,844.00	1,364,451.35



Meiners's Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 07/16/2016 - 08/15/2016

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						
AWAVC	Association of Water Agencies	08/11/2016	Regular	0.00	180.00	7150
06-9132	Invoice	07/27/2016	CCWUC Luncheon	0.00	105.00	
CCWUC1617	Invoice	08/02/2016	2016/2017 membership renewal	0.00	75.00	
U-VERSE	AT&T U-verse	07/27/2016	Regular	0.00	70.00	7131
7294600716	Invoice	07/04/2016	internet	0.00	70.00	
AT&T	AT&T	07/27/2016	Regular	0.00	50.59	7130
01840716	Invoice	07/13/2016	office phones	0.00	50.59	
AT&T	AT&T	08/11/2016	Regular	0.00	629.20	7151
21140716	Invoice	07/20/2016	office phones	0.00	629.20	
BONDY	Bondy Groundwater Consulting, Inc.	07/27/2016	Regular	0.00	815.67	7132
010-01	Invoice	07/21/2016	Professional Consulting Services	0.00	815.67	
BYRD	Byrd Industrial Electronics	08/11/2016	Regular	0.00	613.63	7152
717-17	Invoice	08/02/2016	Installed Excel 2016	0.00	613.63	
CALPERS	California Public Employees' Retirement	07/27/2016	Regular	0.00	162.71	7133
2074	Invoice	07/14/2016	retired premiums	0.00	162.71	
CALPERS	California Public Employees' Retirement	07/27/2016	Regular	0.00	4,079.02	7145
INV0000435	Invoice	07/15/2016	Health	0.00	2,039.52	
INV0000446	Invoice	07/31/2016	Health	0.00	2,039.50	
GASB	CALPERS	08/11/2016	Regular	0.00	1,300.00	7153
10000001481140	Invoice	08/04/2016	GASB Reporting Services Fee	0.00	1,300.00	
CAL-STATE	Cal-State	07/27/2016	Regular	0.00	101.39	7134
67855	Invoice	07/23/2016	portable toilet	0.00	101.39	
CANON	Canon Financial Services, Inc.	07/27/2016	Regular	0.00	120.87	7135
16287258	Invoice	07/13/2016	contract charge for copier	0.00	120.87	
CMWD	Casitas Municipal Water District	08/11/2016	Regular	0.00	823.33	7154
261150716	Invoice	07/29/2016	Fairview standby	0.00	368.92	
262000716	Invoice	07/29/2016	Hartmann allocation	0.00	85.49	
911320716	Invoice	07/29/2016	Tico & La Luna standby	0.00	368.92	
CLEANCO	Cleanco Services	08/11/2016	Regular	0.00	300.00	7155
2992	Invoice	08/01/2016	July Janitorial	0.00	300.00	
VCRMA	County of Ventura, RMA	08/11/2016	Regular	0.00	263.44	7156
IN0154073	Invoice	07/26/2016	cross connection contract	0.00	263.44	
DRAGANCHUK	Draganchuk	08/11/2016	Regular	0.00	89.85	7157
96449	Invoice	08/01/2016	security alarm	0.00	89.85	
EJHAR	E. J. Harrison Roloffs, Inc.	07/27/2016	Regular	0.00	166.11	7136
281300716	Invoice	07/15/2016	office trash	0.00	40.00	
994260716	Invoice	07/15/2016	3 yard dumpster	0.00	126.11	
FAMCON	Famcon Pipe and Supply, Inc	08/11/2016	Regular	0.00	224.34	7158
182814	Invoice	07/28/2016	box only, cover,saw, etc.	0.00	224.34	

Check Report

Date Range: 07/16/2016 - 08/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
FGLENV	FGL Environmental	07/27/2016	Regular	0.00	367.00	7137
605476A	Invoice	07/18/2016	lab. services	0.00	155.00	
606467A	Invoice	07/19/2016	lab. services	0.00	54.00	
607070A	Invoice	07/19/2016	lab. services	0.00	79.00	
607325A	Invoice	07/19/2016	lab. services	0.00	79.00	
FGLENV	FGL Environmental	08/11/2016	Regular	0.00	301.00	7159
607562A	Invoice	07/27/2016	lab. services	0.00	79.00	
607563A	Invoice	07/27/2016	lab. services	0.00	32.00	
607699A	Invoice	07/27/2016	lab. services	0.00	32.00	
607827A	Invoice	07/27/2016	lab. services	0.00	79.00	
608194A	Invoice	07/27/2016	lab. services	0.00	79.00	
GUARDIAN	Guardian	07/27/2016	Regular	0.00	8.00	7138
7690460716	Invoice	07/14/2016	administration fee	0.00	8.00	
GUARDIAN	Guardian	07/27/2016	Regular	0.00	-8.00	7138
GUARDIAN	Guardian	07/27/2016	Regular	0.00	214.10	7146
INV0000436	Invoice	07/15/2016	Dental	0.00	169.82	
INV0000447	Invoice	07/31/2016	Dental	0.00	44.28	
HLTHNE	Health Net Life Insurance Company	07/27/2016	Regular	0.00	17.85	7139
61790716	Invoice	07/07/2016	life insurance	0.00	17.85	
HSBS	HealthSmart Benefit Solutions, Inc.	07/27/2016	Regular	0.00	98.00	7147
INV0000438	Invoice	07/15/2016	HSBS	0.00	49.00	
INV0000449	Invoice	07/31/2016	HSBS	0.00	49.00	
HARROLD	L.D. Harrold	07/27/2016	Regular	0.00	1,000.00	7140
72016	Invoice	07/20/2016	steel traffic plates	0.00	1,000.00	
NEILSON	Law Offices of Lindsay F. Nielson	07/27/2016	Regular	0.00	560.00	7141
34880716	Invoice	07/12/2016	attorney fees	0.00	560.00	
MOHARD	Meiners Oaks Hardware	08/11/2016	Regular	0.00	130.01	7160
725313	Invoice	07/01/2016	nipple,couple	0.00	3.60	
725392	Invoice	07/01/2016	brush,adapter	0.00	6.83	
725599	Invoice	07/01/2016	concrete mix for meter box S. Padre Juan	0.00	13.84	
726936	Invoice	07/08/2016	kitchen bags	0.00	9.66	
727457	Invoice	07/12/2016	peak bug wash	0.00	2.14	
727991	Invoice	07/15/2016	mower cord	0.00	2.78	
728333	Invoice	07/18/2016	marking paint- red	0.00	10.56	
728869	Invoice	07/22/2016	loppers, shears	0.00	43.02	
729339	Invoice	07/25/2016	materials for flag pole	0.00	37.58	
OBC	Ojai Business Center, Inc.	08/11/2016	Regular	0.00	50.46	7161
11548	Invoice	07/31/2016	door tags	0.00	50.46	
OTVHARD	Ojai True Value Hardware	08/11/2016	Regular	0.00	6.00	7162
51029	Invoice	07/28/2016	clips	0.00	6.00	
POWER	Power Machinery Center	08/11/2016	Regular	0.00	85.98	7163
W91569	Invoice	08/03/2016	maintenance on golfcart	0.00	85.98	
PERS	Public Employees' Retirement System	07/27/2016	Regular	0.00	1,692.00	7129
INV0000448	Invoice	07/31/2016	PERS	0.00	1,692.00	
PERS	Public Employees' Retirement System	07/27/2016	Regular	0.00	9.83	7142
10000000147904	Invoice	07/01/2016	unfunded liability	0.00	9.83	
PERS	Public Employees' Retirement System	08/11/2016	Regular	0.00	1,802.38	7149
INV0000459	Invoice	08/15/2016	PERS	0.00	1,802.38	
PERS	Public Employees' Retirement System	08/11/2016	Regular	0.00	688.11	7164
10000001480801	Invoice	08/01/2016	unfunded accrued liability	0.00	678.27	

Check Report

Date Range: 07/16/2016 - 08/15/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10000001480801	Invoice	08/01/2016	unfunded accrued liability	0.00	9.84	
QUINNNTL	Quinn Rental Services	08/11/2016	Regular	0.00	639.70	7165
V8680401	Invoice	07/29/2016	knuckleboom	0.00	639.70	
SCE	Southern California Edison Co.	08/11/2016	Regular	0.00	5,037.01	7166
offele0816	Invoice	08/10/2016	office electricity	0.00	276.90	
pmp1-0816	Invoice	08/10/2016	pump 1	0.00	598.02	
pmp2-0816	Invoice	08/10/2016	pump 2	0.00	460.21	
pmp4&70816	Invoice	08/10/2016	pump 4&7	0.00	2,808.88	
tnkfrm0816	Invoice	08/10/2016	tank farm	0.00	28.80	
well80816	Invoice	08/10/2016	well 8	0.00	180.81	
Z-20816	Invoice	08/10/2016	Zone 2	0.00	118.59	
Z-2fir0816	Invoice	08/10/2016	Zone 2 fire	0.00	106.39	
z-2pwr0816	Invoice	08/10/2016	zone 2 power	0.00	431.35	
z-3fir0816	Invoice	08/10/2016	zone 3 fire	0.00	27.06	
UAOFSC	Underground Service Alert of So.Ca.	08/11/2016	Regular	0.00	9.00	7167
720160437	Invoice	08/01/2016	digalert	0.00	9.00	
USBANK	US Bank Corporate Pmt. System	08/11/2016	Regular	0.00	562.39	7168
amazon0711	Invoice	07/11/2016	blue tooth conference call speaker	0.00	118.01	
cawards0714	Invoice	07/14/2016	name plates	0.00	49.99	
lowes0719	Invoice	07/19/2016	shop vac	0.00	107.49	
myale0706	Invoice	07/06/2016	part for folding machine	0.00	61.99	
osi0718	Invoice	07/18/2016	flag pole and accessories	0.00	114.26	
soule0714	Invoice	07/14/2016	work lunch	0.00	27.84	
spring0713	Invoice	07/13/2016	truck wash	0.00	25.99	
vons0704	Invoice	07/04/2016	drinking water	0.00	56.82	
VRCWD	Ventura River Water District	07/27/2016	Regular	0.00	13,288.18	7143
3873	Invoice	07/26/2016	GSA	0.00	13,288.18	
VERIZON	Verizon Wireless	08/11/2016	Regular	0.00	265.61	7169
9769429895	Invoice	07/26/2016	cell phones	0.00	265.61	
WRIGHT EXP	WEX Bank	07/27/2016	Regular	0.00	623.84	7144
46226034	Invoice	07/15/2016	fuel	0.00	623.84	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	40	0.00	37,446.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-8.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	79	41	0.00	37,438.60

PR \$29,929.02

Meiners Oaks Water District

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

Expenditures	Month of July	Year To Date	Budget Approp	Approp Bal 07/31/16	Current August	Approp Bal To Date
Salary / Taxes	30,054.28	30,054.28	410,000.00	379,945.72	-	379,945.72
Retirement Contributions	2,460.24	2,460.24	35,000.00	32,539.76	-	32,539.76
Group Insurance	3,593.04	3,593.04	70,000.00	66,406.96	-	66,406.96
Company Uniforms	-	-	1,500.00	1,500.00	-	1,500.00
Phone Office	749.79	749.79	7,600.00	6,850.21	-	6,850.21
Janitorial Service	101.39	101.39	5,200.00	5,098.61	300.00	4,798.61
Refuse Disposal	166.11	166.11	2,500.00	2,333.89	-	2,333.89
Liability Insurance	21,465.64	21,465.64	22,500.00	1,034.36	-	1,034.36
Workers Compensation	8,086.80	8,086.80	17,500.00	9,413.20	-	9,413.20
Wells	-	-	20,000.00	20,000.00	-	20,000.00
Truck Maintenance	25.99	25.99	4,000.00	3,974.01	85.98	3,888.03
Office Equip. Maintenance	182.86	182.86	5,000.00	4,817.14	89.85	4,727.29
Commun Equip. Maintenance	265.61	265.61	4,500.00	4,234.39	-	4,234.39
System Maintenance	984.39	984.39	60,000.00	59,015.61	-	59,015.61
Safety Equipment	1,000.00	1,000.00	3,500.00	2,500.00	-	2,500.00
Laboratory Services	668.00	668.00	8,000.00	7,332.00	75.00	7,257.00
Membership and Dues	2,134.00	2,134.00	7,000.00	4,866.00	-	4,866.00
Printing and Binding	50.46	50.46	1,000.00	949.54	-	949.54
Office Supplies	354.74	354.74	6,000.00	5,645.26	-	5,645.26
Postage and Express	-	-	13,500.00	13,500.00	-	13,500.00
B.O.D. Fees	1,050.00	1,050.00	15,000.00	13,950.00	200.00	13,750.00
Engineering & Technical Services	-	-	35,000.00	35,000.00	-	35,000.00
Computer Services	333.95	333.95	12,000.00	11,666.05	-	11,666.05
Other Prof. & Regulatory Fees	2,964.61	2,964.61	17,500.00	14,535.39	9.00	14,526.39
Public and Legal Notices	-	-	1,500.00	1,500.00	-	1,500.00
Attorney Fees	560.00	560.00	15,000.00	14,440.00	-	14,440.00
GSA Fees	13,288.18	13,288.18	25,000.00	11,711.82	-	11,711.82
VR/SBC/City of VTA Law Suit	-	-	40,000.00	40,000.00	-	40,000.00
Audit Fees	-	-	12,000.00	12,000.00	-	12,000.00
Small Tools	107.49	107.49	3,000.00	2,892.51	-	2,892.51
Election Supplies	-	-	3,000.00	3,000.00	-	3,000.00
Water Purchase	823.33	823.33	250,000.00	249,176.67	-	249,176.67
Treatment Plant	-	-	10,000.00	10,000.00	-	10,000.00
Fuel	623.84	623.84	12,000.00	11,376.16	-	11,376.16
Travel Exp./Seminars	132.84	132.84	2,000.00	1,867.16	613.63	1,253.53
Utilities	209.69	209.69	3,500.00	3,290.31	276.90	3,013.41
Power and Pumping	7,063.32	7,063.32	80,000.00	72,936.68	4,760.11	68,176.57
Meters	-	-	10,000.00	10,000.00	-	10,000.00
Total Expenditures	99,500.59	99,500.59	1,250,800.00	1,151,299.41	6,410.47	1,144,888.94

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	-	-	3,500.00	3,500.00	-	3,500.00
	-	-	-	-	-	-
Appropriations for Contingencies	-	-	100,000.00	100,000.00	-	100,000.00
Total Assets	-	-	473,500.00	473,500.00	-	473,500.00

GRAND TOTAL	99,500.59	99,500.59	1,724,300.00	1,624,799.41	6,410.47	1,618,388.94
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JOINT EXERCISE OF POWERS AGREEMENT

by and among

THE CASITAS MUNICIPAL WATER DISTRICT

THE CITY OF SAN BUENAVENTURA

THE COUNTY OF VENTURA

THE MEINERS OAKS WATER DISTRICT

and

THE VENTURA RIVER WATER DISTRICT

creating

THE UPPER VENTURA RIVER GROUNDWATER AGENCY

SEPTEMBER 2016

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JOINT EXERCISE OF POWERS AGREEMENT THE UPPER VENTURA RIVER GROUNDWATER AGENCY

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

RECITALS

- A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.
- B. For groundwater basins designated by the Department of Water Resources (“**DWR**”) as medium- and high-priority, SGMA requires designation of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, and adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2022.
- C. The Upper Ventura River Basin (designated basin number 4-3.01 in the DWR’s Bulletin No. 118) (“**Basin**”) is designated as a medium-priority sub-basin.
- D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.
- E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority.
- F. The Joint Exercise of Powers Act of 2000 (“**Act**”) authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.
- G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

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

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

TERMS OF AGREEMENT

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

ARTICLE 1 DEFINITIONS

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

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

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

ARTICLE 2 CREATION OF THE AGENCY

2.1 Creation of the Agency. There is hereby created pursuant to the Act a joint powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Upper Ventura River Groundwater Agency ("Agency"). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by

Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

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

ARTICLE 3 TERM

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

ARTICLE 4 POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Agency, including but not limited to the following powers, together with such other powers as are expressly set forth in the Act and in SGMA. For purposes of Government Code section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Ventura, and in the event of the withdrawal of the County of Ventura as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of San Buenaventura.

4.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA.

4.2. To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

4.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of a GSP for the Basin.

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

- 4.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.
- 4.6. To make and enter contracts necessary to the full exercise of the Agency's power.
- 4.7. To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.
- 4.8. To exercise jointly the common powers of the Members, as directed by the Board, in developing and implementing a GSP for the Basin.
- 4.9. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.
- 4.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.
- 4.11. To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.
- 4.12. To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.
- 4.13. To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.
- 4.14. To exchange and distribute water.
- 4.15. To regulate groundwater extractions as permitted by SGMA.
- 4.16. To spread, sink and inject water into the Basin.
- 4.17. To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.
- 4.18. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.
- 4.19. To develop and facilitate market-based solutions for the use and management of water rights.

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

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

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

4.23. To exercise the common powers of its Members to develop, collect, provide, and disseminate information that furthers the purposes of the Agency, including but not limited to the operation of the Agency and adoption and implementation of a GSP for the Basin to the Members' legislative, administrative, and judicial bodies, as well the public generally.

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

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

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

4.27. To undertake Special Projects, as deemed appropriate by the Board of Directors.

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

ARTICLE 5 MEMBERSHIP

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

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

ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS

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

6.1.1 One (1) representative appointed by the governing board of each Member.

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

(a) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet one or more of the following three criteria, determined at the sole discretion of the Member Directors: (i) own and operate an agricultural business with its principal operations on land overlying the Basin; (ii) own or lease property overlying the Basin and extract groundwater from the Basin for the irrigation of at least two (2) acres of crops in commercial operation; or (iii) be a representative of an agricultural organization currently active within the Members' service area boundaries. The Agricultural Stakeholder shall also have no active litigation against the Agency or any of its Members.

(b) Environmental Stakeholder Director. The Environmental Stakeholder Director shall be an active member of a nonprofit, 501(c)(3) organization which, at the sole discretion of the Member Directors, meets the following requirements: (i) is currently active within Ventura County; (ii) has an adopted budget; (iii) has a mission that advances, or is furthered by, groundwater sustainability; and (iv) has no active litigation against the Agency or any of its Members.

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

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

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

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

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

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

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

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

(a) Agricultural Stakeholder Director: The Member Directors shall select the Agricultural Stakeholder Director from a list of three (3) qualified nominees submitted by the Farm Bureau of Ventura County ("**Farm Bureau**"). The Farm Bureau shall submit its nominees to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

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

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

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

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

ARTICLE 7 OFFICERS

7.1 Officers. Officers of the Agency shall be a Chair, Vice Chair, Secretary, and Treasurer. The Treasurer shall be appointed consistent with the provisions of Section 13.3. The Vice Chair, or in the Vice Chair's absence, the Secretary, shall exercise all powers of the Chair in the Chair's absence or inability to act.

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

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

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Ventura, California, within sixty (60) days of the Effective Date of this Agreement.

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

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

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

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

ARTICLE 9 MEMBER VOTING

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

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

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

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

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

(a) Matters Requiring Supermajority Vote on Second Reading.

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

(b) Simple Majority Vote for All Other Matters on Second Reading.

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

**ARTICLE 10
EXECUTIVE DIRECTOR AND STAFF**

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

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

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

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

**ARTICLE 11
BYLAWS**

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

ARTICLE 12 ADVISORY COMMITTEES

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

ARTICLE 13 ACCOUNTING PRACTICES

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

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

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

ARTICLE 14 BUDGET AND EXPENSES

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

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

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

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.11, provided such issuance be approved by a unanimous vote of the Member Directors.

ARTICLE 15 LIABILITIES

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

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

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

ARTICLE 16 WITHDRAWAL OF MEMBERS

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

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

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Sections 4.11 and 14.4. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

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

ARTICLE 17 SPECIAL PROJECTS

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

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

ARTICLE 18 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

CASITAS MUNICIPAL WATER DISTRICT DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

MEINERS OAKS WATER DISTRICT DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

VENTURA RIVER WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____

Title: _____

By: _____

Title: _____

MEMORANDUM OF UNDERSTANDING
FOR WATER ALLOCATION ASSIGNMENT AND
INTEGRATED MANAGEMENT OF LOCAL WATER SUPPLIES

This Memorandum of Understanding (“MOU”) is by and between the Casitas Municipal Water District (“Casitas”) and Ground Water Purveyor (“GWP”), hereinafter collectively as the “Parties”.

RECITALS

This MOU is based on the following facts, understandings and intentions of the Parties:

- A. Casitas is a Municipal Water District formed pursuant to the Municipal Water District Act of 1911 codified as Division XX of the California Water Code (commencing with Section 71000) for the purpose of conserving, storing, distributing, and selling water; and
- B. Casitas is responsible for the operation and maintenance of the Ventura River Project and the water supply that is diverted and stored in Lake Casitas for delivery to beneficial uses with the consideration of the safe yield of the Ventura River Project and the availability of water in Lake Casitas; and
- C. Casitas has adopted a Water Efficiency and Allocation Program (WEAP) that provides the full discretion to the Casitas Board of Directors in managing Lake Casitas water supplies under all water storage conditions of Lake Casitas.
- D. GWP is a supplier of water within its service area, providing groundwater as the primary water resource and purchasing supplemental water from Casitas, under the conditions of a Casitas Water Service Application and where applicable, a Water Service Agreement; and
- E. The beneficial uses of water within GWP’s service area are primarily for urban purposes, residential and business, and may include commercial agricultural purposes; and
- F. The GWP has assessed the condition and reliability of its groundwater supply, water demands within GWP service area, and recognizes that during drought conditions the GWP may need to acquire additional supplemental water from Casitas to meet the GWP customer water demands and may need to cause GWP customers to reduce water demands.
- G. Casitas and GWP recognize the need to coordinate water supplies of each to lessen the impacts of drought and to require demand reductions of all water customers in an equitable manner.

- H. On May 5, 2015, the State Water Board adopted drought emergency regulations to support water conservation (Resolution No. 2015-0032), which set calendar year 2013 as the conservation standard from which each urban water supplier would reduce its potable water production by a specified percent as compared to the amount used in the same month in 2013.

PURPOSE

The purpose of this MOU to establish a structure for cooperative and integrated management of local water resources through a water allocation strategy that is intended to coordinate the Parties efforts to conserve, maintain and distribute the local water supply on an equitable basis.

To further that purpose:

Parties Agree:

- 1) That water supply in western Ventura County is limited in quantity, subject to extreme hydrologic and environmental conditions, and integrated such that all Parties must and will cooperate toward the common goal of assuring that local water supplies satisfy public health and safety needs at all times.
- 2) To implement Water Conservation and Best Management Practices, orders and directives as prescribed by the State of California, in their respective service areas.
- 3) To coordinate the use of surface water and groundwater supplies and to implement the Casitas WEAP to provide equity, consistency and effectiveness in meeting demand reduction goals in Parties' respective service areas.
- 4) To have an appointed representative meet annually with the General Manager of the Casitas, during the month of May, to assess water supply and demand conditions in Parties' service area and determine a fiscal year (July 1 through June 30) water allocation assignment from the Casitas supply that is available to the GWP for the following fiscal year, and document the water allocation assignment in Exhibit A.
- 5) That the Casitas water allocation assignment to each water meter serving the GWP shall not be used or expanded upon by the GWP for new water service connection(s) or expansion of water demand within the GWP service area unless GWP acquires additional allocation from Casitas.
- 6) That the Casitas allocation assignment for the GWP shall not be interpreted by GWP to mean an entitlement or imply water rights in favor of the GWP.
- 7) That water allocations provided by Casitas are assigned to the GWP and are not transferrable, nor to be sold, exported outside of the Casitas district boundary, bartered or traded by or between water purveyors.

- 8) That Casitas reserves the sole discretion to assign the volume of water allocation to each metered service connection account that is authorized by a Casitas Water Service Application, and in doing so, Casitas will base the water allocation assignment on reasonable and necessary water use, the application of conservation practices and standards, and other relevant factors associated with water use and the availability of local water supplies.
- 9) That Casitas reserves the sole discretion to change the water allocation assignment and/or Conservation Penalty at any time deemed necessary by Casitas, upon thirty day prior notification to the GWP, when Casitas deems further risk or change to the short and long term availability and reliability of water stored in Lake Casitas and/or lake water quality conditions, there are changes to conservation requirements and regulations that are imposed by the State of California, and/or changes in water conservation practices and standards.
- 10) The allocation assignments and all subsequent changes shall be made for each individual meter service shall not have an aggregation or transfer of allocations between meters services.
- 11) Where the requirements of the State of California differ from the assignment of Lake Casitas water allocation, the requirement that provides the lesser amount of water shall prevail.
- 12) All water purchased by the GWP from Casitas is subject to the Casitas Rates and Regulations for Water Service, as amended from time to time, and that the resale of said water by the GWP shall conform to the Water Code.
- 13) The Conservation Penalty that is imposed by Casitas is for water purchased by the GWP from Casitas that is in excess of the allocation assigned at each Casitas service connection.
- 14) That unless otherwise adopted by Casitas, the allocation assignment and subsequent water use will be based on a fiscal year (July 1 through June 30) and that the water use subject to the Conservation Penalty will be determined in July and billed in August of the following fiscal year.
- 15) The allocation assignments are not a guarantee of the amount of water that is to be purchased by the GWP or the amount of water to be provided by Casitas.

GWP shall:

- 1) Consider all information regarding GWP's water demands and reliability of GWP water resources, the application of water demand reductions that are consistent with Casitas' actions, and provide said information to Casitas for a determination of an appropriate water allocation of Casitas water supply for the following fiscal year.

- 2) To take all reasonable and prudent actions necessary to maintain, protect, and beneficially use to the fullest extent possible their respective primary source water supplies, water rights, pump equipment, pipelines, laterals and metering of individual service connections.
- 3) To take all reasonable, prudent and timely actions to implement water demand reduction measures in the GWP's service area, monitor customer use for compliance with water demand reduction measures, implement customer water conservation measures and best management practices, and enforce water waste prohibitions in GWP's service area.
- 4) Consider the GWP's water resource availability when there is a request for additional property development and/or new meter service connections in the GWP system. When the GWP has determined GWP's water resource will not support the request for new water or expansion of water service demand without additional supplemental water from the Lake Casitas supply, the GWP will refer the request to Casitas for a determination of availability of Lake Casitas supply and the payment to Casitas' of all applicable fees for an additional assignment of water allocation, in accordance with the Casitas Rates and Regulations for Water Service. The additional allocation will be added to the Initial Allocation for the GWP as listed in Exhibit A.
- 5) Promptly make payment to Casitas upon presentation of the Casitas billing of the Conservation Penalty, if any, for the volume of water purchased by the GWP from Casitas that is in excess of the assigned annual allocation.

Casitas shall:

- 1) Assign an allocation of water from Lake Casitas to each meter connection between Casitas and GWP that is determined to meet Casitas' standards for issuance of allocation pursuant to the Casitas WEAP, consideration of GWP's water demand and reliability information, and GWP's request for supplemental water supply.
- 2) Have full discretion to adjust the water allocation set forth herein when Casitas determines a change is warranted or when GWP acquires additional allocation in accordance with the Casitas rates and Regulations, by the amendment of Exhibit A of this MOU.
- 3) Assign or adjust by action of the Casitas Board of Directors the dollar amount for the Conservation Penalty.
- 4) Implement actions in accordance with the Casitas WEAP, as revised from time to time by the Casitas Board of Directors, to establish water demand reduction goals and water conservation measures that are to be implemented by Casitas and GWP, to notify the GWP in a timely manner of all changes in the Stage of water supply conditions at Lake Casitas that cause a change to the water allocation assignment and/or the change in the dollar amount for the Conservation Penalty.

- 5) Assign an Initial Allocation by Casitas for existing metered services to GWP is founded on either (1) the eighty (80) percent of the GWP's 1989 water use from Casitas, with Casitas approved adjustment to the water allocation at each meter service, or (2) by Casitas' formal issuance of an allocation for new development in the GWP with the payment of the capital facilities charge, in accordance with Casitas Rates and Regulations for Water Service, as amended from time to time.
- 6) Consider a change in the water allocation listed in Exhibit A at any time, with prompt notification of the GWP, when Casitas determines that water supply and demand conditions have changed. A change in conditions include but are not limited to changes in safe yield of Lake Casitas, reductions in water stored in Lake Casitas, changes in water quality that impact water production, and changes in supply and demand trends. A change during the term of this MOU shall occur by the issuance of a revise Exhibit A by Casitas without change of this MOU.

Indemnity.

- 1) GWP, its successors and assigns, shall hold harmless, defend and indemnify Casitas, its officials, employees, agents, successors and assigns from and against all liabilities, obligations, claims, damages, losses, actions, judgements, suits, costs and expenses, including but not limited to reasonable attorney's fees (collectively "Damages"), which may be imposed on, incurred by, or asserted against Casitas as a result of (i) a breach of GWP's obligations; or (ii) the conduct of GWP's operations associated with the subsequent assignment of water allocations or delivery of supplemental water to GWP's customers. Notwithstanding the foregoing, in no event shall GWP be liable to indemnify Casitas for any Damages resulting from the negligence or the gross negligence or willful misconduct of Casitas.
- 2) GWP agrees to indemnify and hold Casitas harmless from any claims arising out of any such action taken by GWP with respect to implementation of this MOU, including any and all claims related to water shortages within the GWP.

Term of MOU.

- 1) This MOU shall be effective and remain in effect as a term and condition of the Water Service Agreement between Casitas and the GWP, and shall be considered for the revision of the allocation assignment as described herein.
- 2) The MOU may be revised or terminated by the mutual consent and agreement of both Parties.

Reference Documents.

- 1) Water Efficiency and Allocation Program. Casitas Municipal Water District.
- 2) Rates and Regulations for Water Service. Casitas Municipal Water District.
- 3) Water Waste Prohibition Ordinance. Casitas Municipal Water District.
- 4) Best Management Practices. State of California.

Effective Date and Signature.

This MOU shall be effective upon the signature of all the Parties authorized officials.

Casitas Municipal Water District

Memeros Oaks
~~Ventura River~~ **Water District**

By: _____
President of the Board of Directors

By: _____
President of the Board of Directors

Date: _____

Date: _____

By: _____
General Manager

By: _____
General Manager

Date: _____

Date: _____

Exhibit A – Water Allocation Assignment**Meiners Oaks Water District**

Based on the GWP's determination and concurrence by Casitas, the following shall be the assigned water allocation for the GWP:

Table 1- Allocation Assignment for Fiscal Year

		(1)	(2)	(3)	(4)		
Service Account No. Service Area Name (Casitas Location)	Initial Allocation 80% of 1989 Plus Purchased Allocations	2013 GWP Service Area Demand	Stage Demand Reduction Target	GWP Water Availability to Service Area	Supplemental Allocation Requested by GWP ((1) X (2)) – (3)	Casitas Allocation Assigned to GWP for Next Fiscal Year	
	(AF)*	(AF)	%	(AF)	(AF)	(AF)	(HCF)
41-26115-00 Fairview Lat.	18.13	1129.80	20	276.83	126.37		
97-91132-00 La Luna Main 65+45							
Total	18.13						

The Conservation Penalty assigned by Casitas on July 1 is **\$1.00** per unit.

The undersigned agree to Casitas allocation assigned to the GWP for the next fiscal year and the Conservation Penalty, subject to the terms of this Memorandum of Understanding:

By: _____ Date: _____
General Manager, GWP

By: _____ Date: _____
General Manager, Casitas Municipal Water District

GWP Information:

WHAT IS THE HEALTH AND SAFETY WATER REQUIREMENTS OF THE GWP SYSTEM?

- Service areas that are solely reliant on Casitas Supply (List):

Service Area	Casitas Account	Stage 1 Allocation (Acre-feet)	Minimum Health & Sanitation Allocation*

*Residential accounts x 120units/year + Multi-family dwellings x 72 units/year + Unessential Use

Residential Accounts = _____

Multi-family dwellings = _____

Business Demand = _____

Agricultural Demand = _____

- Service Areas that are reliant on ground water (List):

Service Area	Casitas Account	Annual GW Demand (Acre-feet)	Stage 1 Supplemental Allocation (Acre-feet)	Minimum Health & Sanitation Allocation**
S. Rice - S. La Luna	41-26115-00	138	138	15
Melrose Oaks Phase	77-91132-00	562	562	15

**Residential accounts x 120units/year + Multi-family dwellings x 72 units/year + Unessential Use

2016 Residential Accounts = 1069

2016 Multi-family dwellings = 518

2013 Business Demand = 66.55

2013 Agricultural Demand = 218.88

2013 Total Water Demand of the GWP: 1129.8

2013 Supplemental Water Purchased from Casitas 175

➤ GWP Water Source Availability:

SOURCE	Average 5-Year Production (AF)	Estimated Production Next Fiscal Year (AF)
Well # 1	178.33	113
Well # 2	96.49	54
Well # 4	254.32	111
Well # 7	174.14	92

Estimated 20% Reduction
if 15" or less Rainfall
This year.

MEINERS OAKS WATER DISTRICT

Mr. Wickstrum,

April 4, 2016

Approximately 3 years ago, MOWD was asked to fill out the Resale Water Agency Survey so that CMWD could have a better understanding of MOWD's water needs for the future. At the time of the survey, District needs with regard to the drought were not fully understood. For that reason and others, MOWD would like CMWD to reconsider its previous estimate of 500 Ac/Ft of allocation.

MOWD currently serves 4200 people through 1286 accounts. This includes residential, commercial and agricultural customers. In an average year MOWD would sell 1,000 Ac/Ft to 1200 Ac/Ft of water annually, but with lack of rainfall and the historic worsening of drought conditions, that number has been decreased by almost half. (See figure 1)

Acre Feet sold

2012	2013	2014	2015	Decrease from 2013
952	953	826	694	
	.01% ↑	13.3% ↓	16% ↓	27% ↓

Figure 1

Even with 13.0" of rain this year, Lake Casitas continues to decline; subsequently, further drought restrictions and penalties are being placed upon your customers and your resale agencies, resulting in MOWD passing them on to its own customers.

Historically, MOWD's purchased water has been very low because of the reliability of our wells and the source it comes from, but those sources are slowly declining as well. It has been our understanding that agencies water allocations from CMWD were derived from purchased water during the short drought period in 89-91. Based on figure 2 below, it would seem reasonable to assume that our current allocation should be 87 Ac/Ft versus the 18 we currently hold? (See figure 2)

Purchased water From CMWD Ac/Ft

1989	1990	1991	2012	2013	2014	2015
0	87.06	0	17.70	143	347	274

Figure 2

MEINERS OAKS WATER DISTRICT

(It is our understanding that the reduction requests for Stages 1 and 2 are voluntary and that there would be no change in the allocation base amount, therefore, the base should only be decreased by 10% in stages 3-5 annually from the base allocation.)

If only health & safety water is required for our customers, MOWDs' Stage 5 allocation requirement would be approximately 354 Ac/Ft annually; that's assuming that we cannot pump our wells for that entire year.

Last year MOWD sold 694 Ac/Ft, of that, 274 Ac/Ft was purchased water, of that 694 Ac/Ft, 420 Ac/Ft (60%) was pumped from our wells January 1 through August 31st, 2015. If minimal or below average rainfall (15" or less) continues, the amount of pumped vs. purchased water can be assumed.

If in Stage 5, a 50% reduction is a mandatory requirement with a 500 Ac/Ft allocation, 250 Ac/Ft will not be enough to meet our health and safety requirements of 354 Ac/Ft.

At the time CMWD requested MOWD to fill out the Resale Water Agency Survey 3 years ago, there wasn't a good understanding of how bad or how long the drought would persist over the following 3 years. So now that our perception has changed with regard to the lack of rainfall, declining lake levels, and the financial burden that in all probability will be placed on our constituents, it would be best to try to keep any penalties resulting from a under-allocation from being imposed on our customers.

In light of this new consideration and new drought impact, MOWD would like to see our allocation look something like what's shown in figure 3 below;

Allocation Ac/Ft	Drought Stages	Reductions
700	1	0-20% Voluntary
560	2	20% mandatory
490	3	30% Mandatory
420	4	40% mandatory
350	5	50% Mandatory

Sincerely,

Mike Hollebrands, General Manager
Meiners oaks Water District



Board of Directors
Casitas Municipal Water District
1055 Ventura Ave
Oak View, CA 93022

August 8, 2016


Subject: Support of finding new water resources including connecting to a regional pipeline

More often than not our customers who attend board meetings and public hearings from a variety of agencies ask the question "what are we going to do if the lake goes dry"? What are the water agencies putting in place to make sure we do not run out of water? Many of them are wondering what this will do to the housing prices and if they should sell their property now before it gets any worse. The questions are temporarily answered, but the customer leaves, not totally convinced that the issues are well in hand. This casts doubt upon us, as water professionals from our customer base, who pay us to find the answers to these questions.

On June 26, 2016, during Lake Casitas Water Resources meeting, the General Manager was presented a list of 18 different ideas to be approved at the August CMWD Board meeting. MOWD feels that all these options should be explored to the extent possible and would be happy to contribute to the reconnaissance team costs and supply them with any material necessary to complete the work.

Because CMWD is the back-up source of water for the Ojai Valley holding a State Water allocation, MOWD feels that is of the utmost importance that CMWD has a connection to a regional pipeline with the City of Ventura, Calleguas, and likely United Water to help ensure future water needs of the Ojai Valley.

If MOWD can assist CMWD with any of these endeavors, please let us know.


Sincerely,

Meiners Oaks Water District



July 26, 2016

Board of Directors
Casitas Municipal Water District
1055 Ventura Ave
Oak View, CA 93022

Subject: Extended Drought and Supplemental Water

**VENTURA
RIVER
WATER DISTRICT**

409 Old Baldwin Road
Ojai, CA 93023
Phone (805) 646-3403
Fax (805) 646-3860

www.VenturaRiverWD.com

DIRECTORS

President:

Ed Lee

Vice President:

Bruce Kuebler

Treasurer:

Marvin Hanson

Directors:

Jack Curtis

Peggy Wiles

GENERAL MANAGER

Bert Rapp, P.E.

OFFICE MANAGER

Janet Schaefer

FIELD SUPERVISOR

Joe Zuniga

ATTORNEY

Lindsay Nielson, ESQ

There are currently 4 to 5 years of water remaining in Lake Casitas if the drought continues and usage doesn't drastically reduce. The science of climate change and global warming raises serious questions about whether recent past climate patterns can be relied upon for future water supply planning. The consensus seems to point to more extreme weather events, which could mean longer droughts. It also creates fear among water users that Lake Casitas really could dry up unless action is taken to pursue supplemental water sources.

Our water district held a workshop on July 20 to discuss the drought, among other issues. Approximately 50 people attended. When the group was asked whether it was acceptable to deal with extended drought only through demand side management, i.e., more and more stringent cutbacks in water use, only one person agreed.

The Ventura River Water District Board urges your Board to take immediate steps to pursue pipeline improvements that will open up options for getting supplemental water, such as from the State Water Project, negotiated sales with farmers in the San Joaquin Valley, or other arrangements. Specifically, this would mean supporting the City of Ventura in building a pipe to connect with Calleguas MWD and adding facilities to your capital improvement program to be able to utilize any supplies that might be wheeled through regional pipelines. These facilities should be completed within the four-year period before the lake goes dry.

There is a multitude of other water capture and water use efficiency projects that could be undertaken but none of them will provide the needed quantity of water in the next five years like a connection to the regional piping system. However, these other projects are worthy of investigating and implementing so we can become more sustainable in the future.

As you formulate how to pay for this supplemental water please keep the cost segregated from your normal operations so the cost can be identified when passed on to our Water District. This will enable our District to assign the cost of this new water source to the large water users as appropriate.

If we can be of any assistance, please contact our General Manager, Bert Rapp.

Very Truly Yours

VENTURA RIVER WATER DISTRICT

A handwritten signature in black ink, appearing to read 'Ed Lee', with a stylized flourish at the end.

Ed Lee

President

Meiners Oaks Water District

August 12, 2016

Dear Steve,

We are grateful to have Casitas MWD as a backup water supplier during this unprecedented drought. Although Lake Casitas should continue to supply water for at least another five years without rain, we would like to begin thinking about what we would do if the drought continues beyond that time.

Perhaps it is time to finally connect to the State Water Project (SWP), for which Casitas MWD has been paying for an entitlement of 5,000 AF/Year. Though the reliability of the SWP is somewhat in doubt, this year provides a good example of how the north can be wet while it is dry in the south. The large storage capacity of Lake Casitas provides a place to store or bank State water in years it is available, for later use when needed.

We understand that there has been a huge change in the policy of Metropolitan Water District toward wheeling water through their system. Twenty years ago they would not wheel water except during an emergency, not even for one of their own customers (which we are not). Nowadays they will consider wheeling water for an appropriate wheeling charge, when surplus capacity is available. That provides a great opportunity for finally importing part of Ventura County's entitlement to State water.

The City of Ventura, Casitas MWD, United Water, and the County of Ventura share the contract for State water. At an informal meeting at Lake Casitas on July 11, we learned that the City is planning to build their own pipeline across the Santa Clara River to wheel State water through Metropolitan to Ventura. The City has 20 million dollars in their Capital Improvement Plan for this pipeline. We are concerned that Ventura may proceed without us. Now would be a good time for Casitas MWD, MOWD, VRWD and others to participate in this project. As an example of how this might be economically feasible, if we assume that the connection to Metropolitan has a capacity of 15,000 AF/Yr, and if MOWD's share of State water were 500 AF/Yr, then our share of that capital expense would be \$670,000. Though MOWD is small, our current reserves are adequate for that expense. Obviously, it will take considerable discussion to determine how such a project would work and how it would be funded.

We urge Casitas MWD to partner with Ventura and Calleguas MWD to study a joint project to import part of Ventura County's State water. Although we might be able to receive emergency water through the presently-planned pipeline in the event the lake emptied, we would prefer to have agreements signed in advance, before the worst happens.

Meiners Oaks Water District

It would benefit our area if local cities and water agencies could work together toward the common good. We are willing to support this effort. Please feel free to call me if you have any questions or comments.

Sincerely,

Mike Hollebrands,
General Manager
Meiners Oaks Water District

DRAFT



Meiners Oaks Water District

Drought Contingency Plan

For Drought Stages 1-3

Revision 2.1

Adopted by MOWD's Board of Directors

Final Draft

Amended August 16, 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

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 MOWD's 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 customer will be given a base monthly allocation based on larger of that customers average annual demand from 2010 – 2012 or a minimum amount sufficient to meet the demands of a typical residential customer. (15 units per month)
- 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 customers will be implemented during critical periods and hot spells. MOWD has a phone number (805-646-6035) with a recorded message to notify large customers when they can irrigate their parcels. We encourage residential customers 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 customers until the peak demand event (hot spell or wildfire) subsides. We would place a written notice at a convenient location for each customer. 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, a customer continues to violate any water use restrictions then in effect, a flow restrictor may be placed on that customer's water meter at the customer's expense for a limited period of time.

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

MOWD's three drought stages are defined in Table 2 below: Stages 4 and 5 will be added to this document at a later date.

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)

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 \$1.00/unit drought surcharge • Consider revenues • Implement fines for improper use

Table 2 Drought Stage Restrictions

Drought Condition	MOWD Actions	Reduction Measures	Penalties and Rates
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 \$1.00/unit drought surcharge • Continue fines for improper water use • Consider revenue (Possible rate change)

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 would each last around one year. That allows some time for additional planning and drought response. But Stage 4 would 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 customers of MOWD:

1. All residential customers 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 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%	\$ 1.00/Unit	40%-30% 100,000 to 75,000
Stage 4	40% Mandatory	40%	\$ 1.00/Unit	30%-25% 75,000 to 65,000
Stage 5	50% Mandatory	50%	\$ 1.00/Unit	25%-0% 65,000 to 3,000

In addition to the voluntary and mandatory reductions in consumption, Casitas MWD will impose \$1.00/Unit drought surcharge for any water delivered to their resale agencies above the base allocation.

To further promote conservation, MOWD has established for each customer a single base allocation that represents his/her 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.

A customer's "average" demand is his/her average monthly demand for the three-year period from 2010 through 2012. The allotment of water provided to you is based on the mandatory reduction requirement implemented by Casitas MWD as they move through the different stages of drought (see Table 4 below).

Allocation Ac/Ft	Drought Stages	Reductions
700	1	0-20% Voluntary
560	2	20% mandatory
490	3	30% Mandatory
420	4	40% mandatory
350	5	50% Mandatory

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 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 customer 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 a customer’s 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.

Multiple homes on a single meter

Some customers supply several homes through a single meter. However, one of the “best management practices” for water conservation is to meter individual water use. This means that every ancillary dwelling connected to the water system should be metered either by the District or the individual homeowner. Exceptions to this policy may be granted for good reason under our waiver process, as described in attachments A and B.

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 customers 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.
- ☐ Please don't wash sidewalks, driveways or patios. **Unless for health and sanitary reasons i.e... (Restaurant's)**
- ☐ Please 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 customers' 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 customer 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 customer 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 average the previous or current water years to determine your 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 customer 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 a customer's 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 customer'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 periods, using more water now will not increase your historical allocation.

Attachment A
Water Allocation Waiver Policy
DRAFT July 24, 2016

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 water customers. 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 customer allocation assignments are available on MOWD's website, meinersoakswater.org. A customer 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. The waiver process is described below.

Basis for Establishing Base Allocations for Each Customer

MOWD's monthly base allocations (before reductions) for each customer 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 customer (15 units per month). This amount is intended to protect human health and safety. This may also allow for some limited outdoor water use in some drought stages.
- 2) A customer's 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 customer may request a higher allocation.

Criteria for Considering a Waiver

MOWD may grant a customer an additional allocation if the customer can demonstrate that he/she meets one of the following criteria:

- 1) The customer's current 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 customer'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 customer 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, a customer 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) A customer 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 customer 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 customer whether or not the letter provides sufficient information for the MOWD Board to make an informed decision. If he thinks the request may have merit, he will submit the request to the Board at the next regularly scheduled Board meeting. If he believes the written request is inadequate or without merit, he will advise the applicant to provide additional information or justification. The applicant 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
- 4) A customer 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 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



Resolution No. 20160816-1

Adoption of a Drought Contingency Plan

WHEREAS, Ventura County is in the midst of the worst short-term drought in recorded history. Governor Jerry Brown has declared California to be in a drought emergency and requested local water agencies to update and implement their drought contingency plans. Meiners Oaks Water District (MOWD) first declared the existence of the present drought emergency in September of 2012 by Resolution No. 201209-5;

WHEREAS, in the fall of 2015, declining groundwater levels caused all of Meiners Oaks Water District's wells to be taken out of production. MOWD was required to take 100% of its water supply from Casitas Municipal Water District for the second time since its formation in 1949.

WHEREAS, Meiners Oaks Water District has prepared a Drought Contingency Plan and posted it on its website for public review and comment, a well-attended public meeting was held on June 3, 2014, to discuss the plan with MOWD's customers and receive comments. All comments received were considered during the preparation of the final version of the plan;

WHEREAS, in accordance with Water Code Section 350, 31026, the Board of Directors of MOWD intends to take the necessary steps to reduce water demand and bring it into balance with available supplies;

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

1. That a water shortage emergency continues to exist within MOWD due to reduced water supply availability. That reduced supply is caused by lack of rainfall, falling groundwater and lake levels.

2. The District's Drought Contingency Plan, Revision 2.1 is hereby adopted in its entirety. It is expected that the Plan will be updated as conditions change, with future amendments to be approved by the Board of Directors as needed.
3. Installation of water meters or connections to new customers, except as previously authorized, shall not be approved by the District.

ADOPTED this 16th day of August, 2016

James Kentosh, President
Meiners Oaks Water District

ATTEST:

Stacey Gilbert, Secretary
Meiners Oaks Water District

HOW TO READ YOUR WATER BILL

Meiners Oaks Water District understands that more than ever, water bills are getting harder and harder to read. For that reason, we have developed this notice to aid you.

Allocations

Each customer has been given a base monthly allocation based on larger of that customer's average annual demand from 2010-2012 or a minimum amount sufficient to meet the demands of a typical residential customer. That allocation can be found on the bill under the "Current Meter Usage" section labeled **Allocation**.

CURRENT METER USAGE (1 HCF = 748 GALLONS)				
Meter	Previous	Current	Usage	Allocation
12655088	1172	1282	110	84

Current meter usage information

- Water Use – This is a monthly charge that changes every month depending on how many of units of water is used within that month. Each unit of water is currently charged at a rate of \$2.14/unit. 1 unit = 748 gallons
- Meter ID Number – This does not change monthly
- Previous – Is the previous month's reading
- Current – Is the current meter reading
- Usage – Is the difference between previous and current readings
- Allocation – Is the total units assigned to that meter

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

Summary of Charges

- Previous Balance – This section will always show the last bill amount as well as what was paid last month. However, if it was not paid or any portion of it is still due, then there will be an amount reflected in the Amount Past Due Line. **This amount is due upon receipt of the bill, not on the 25th of the month.**
- Monthly Water Availability Charge – This is a monthly charge that gives you as the customer the access to the water. This is charged for every dwelling on any piece of property, but is also charged to properties with no dwellings but have a meter to serve water.
- Monthly Capacity Charge – This is a monthly charge based on the size and flow of the meter. If the meter is 1" in size or larger, there will be this charge added to the bill. However, if there is more than one dwelling on the property a Monthly Capacity Charge will not be assessed.
- Standby Charges – This is a monthly stand by charge that is passed through to our customer's from Casitas. This charge will only change if Casitas' rates change. This charge is distributed and billed equally throughout our customer base.
- Casitas Surcharge – This charge is a monthly rate that changes every month and is dependent on how much water is purchased from Casitas MWD as supplemental water. **When the wells are turned back on, this surcharge is no longer billed to our customers.**
- Drought Surcharge – This charge is a monthly rate that will only be charged if the customer goes over their monthly allocation amount. For example, if the customer is allocated 11 units of water and they use 13 units of water, that customer will be charged for 13 units of water at \$2.14 and \$1.00/unit for the remaining 2 units over their allocation.

The graph on your bill gives a visual tool to show the annual water conservation obtained. Under that, it tells the customer the pre-drought annual use from 2010-2012. The next line tells the customer what their past 12-month usage. Finally, the bottom line tells the customer the percentage of water conserved in that past 12 months.



Meiners Oaks Water District

How to Read Your Water Meter

There are several reasons why you may want to be able to locate and read your water meter.

First, you might be interested in just how much water you use in a day. By reading your meter at the beginning and the end of the day you can compare the two totals and tell how much water you and your family used. The second reason is to check for leaks.

Here are some hints to help you find and read your water meter:

STEP 1: Locate Your Meter

Your water meter is usually located near the curb in front of your home or place of business in a direct line with the main outside faucet. It is housed in a concrete box usually marked "water." Carefully remove the lid by using a tool such as a large screwdriver. Please, do not use your fingers. Insert the tool into one of the holes and pry the lid off. Visually examine the area around the meter to make sure there are no harmful insects or other animals



STEP 2: Read Your Water Meter

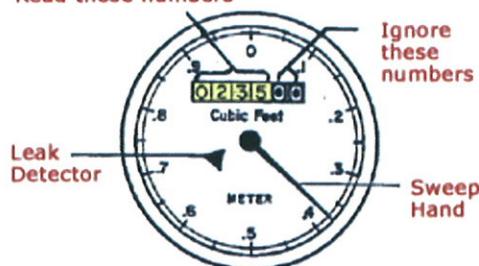
All customers within Meiners Oaks have their water use measured by a meter. This results in each customer paying their share of operating the system based on the amount of water used.

All Meiners Oaks meters measure water in cubic feet (one cubic foot equals about 7.5 gallons). Charges for the amount of water consumed are based on the number of units of 100 cubic feet (748 gallons) you use during a billing period.

There are two basic types of water meters -- the straight-reading meter that resembles an odometer in a car, and the round-reading meter that has several separate dials.

How to Read Your Meter

Read these numbers



In the meter diagram to the left, the reading is taken from the figures shown above the words CUBIC FEET which is called the **Odometer**. The meter reads 23,500, which is the total number of cubic feet of water recorded since the meter was installed. Because our charge is based on units of 100 cubic feet, the meter reader discards the last two numbers (the ones with the black background). So, this reading would actually be 235. So, when we read your bills the next time you have used 1,200 cubic feet of water, the new reading would be 24,700 (23,500 plus 1,200). Again, we'd drop the last two numbers, and your official reading would be 247. Your bill would be figured by subtracting the old number (235) from the new number (247). You would then be billed for 12 units

The large **Sweep Hand** on the dial measures water use in gallons or cubic feet and is used to detect if there is a leak present

The "**Leak Detector**" shown in the meter diagram above is useful in leak detection. Most meters have a sweep hand much like the second hand on a clock. Some meters also (or instead) have a small diamond or triangle set in the face of the meter. These are used as leak detectors because they turn if there is any movement of water through your meter. To check for a leak, turn off all water faucets and water-using appliances on your property, indoors and out. When you are done, look at your meter. If the sweep hand or the diamond/triangle is moving there is water passing through your meter. That means either you've forgotten to turn something off, or you have a leak on your side of the meter.



**California Special
Districts Association**
Districts Stronger Together

RECEIVED
AUG 08 2016
BY _____

MEMORANDUM

DATE: August 1, 2016

TO: CSDA Members (Regular, Associate, and Business Affiliate)

FROM: Bill Nelson, CSDA President
Neil McCormick, Chief Executive Officer

SUBJECT: 2017 CSDA Committee & Expert Feedback Team Participation

CSDA's strength and effectiveness as an organization is directly related to our ability to involve the member district board members and staff and Business Affiliate members in the work of the association. The talents and energy that both groups bring to CSDA and to the issues that concern special districts in California through active involvement are critical components of CSDA's success.

With this in mind, we are asking for volunteers from your district or company (staff and/or board members) to participate and contribute on one or more of our committees and/or expert feedback teams to assist in shaping CSDA.

If you or any others from your district or company would like to become even more involved as a member of CSDA, please review and complete the form included with this letter. Committees need dedicated participants who are able to expend the time to provide their expertise in directing the activities and policies of CSDA. CSDA does not reimburse for committee related travel expenses.

In regard to **CSDA's Expert Feedback Teams**, when a need for feedback arises on a particular policy matter, CSDA advocacy staff will send an e-mail to an expert feedback team asking for its input. Team members need only reply with their thoughts, opinions and experiences. The workload of a team member will ultimately be what he or she makes of it. Team members will not be required to travel; they should expect to receive a handful of e-mails each month and, on rare occasions, they may be contacted by phone.

Please return the attached form by **5:00 PM on October 14, 2016**. The selection and ratification of CSDA's 2017 committees will take place in November and selected participants will be notified by the end of November 2016. Committee participation begins in January 2017.

Thank you for your continued support of CSDA!

California Special Districts Associations
1112 I Street, Suite 200
Sacramento, CA 95814
Toll Free: 877-924-CSDA (2732)
Phone: 916-442-7887
Fax: 916-442-7889

A proud California Special Districts Alliance partner
Special District Risk Management Authority **CSDA Finance Corporation**
1112 I Street, Suite 300 1121 I Street, Suite 200
Sacramento, CA 95814 Sacramento, CA 95814
Toll Free: 800-537-7790 Toll Free: 877-924-CSDA (2732)
Fax: 916-231-4111 Fax: 916-442-7889



**California Special
Districts Association**

Districts Stronger Together

**2017 COMMITTEE AND EXPERT FEEDBACK TEAM
INTEREST FORM**

Please make additional copies for each participant.
Please use actual contact information where you can be reached

Name: _____

Title/Position: _____

District/Company: _____

Telephone: _____ Fax: _____

E-mail: _____

COMMITTEES: We hope your District or Company will participate in one or more of CSDA's committees. The CSDA Board of Directors encourages the participation of individuals from member agencies and Business Affiliates on CSDA's committees. As space is limited, please choose more than one committee which you would like to participate on, and please rank according to preference: **1 = 1st choice; 2 = 2nd choice; 3 = 3rd choice**

If we are able to place you on more than one committee, how many committees would you like to serve on?
_____ (maximum 3)

NOTE: All committees meet in-person at least twice annually. Committees generally meet in Sacramento, however locations may vary.

_____ **Audit Committee:** Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks. Commitment: May meet with auditors prior to the commencement of the audit, when audit is completed and possibly one meeting during the auditing process. Financial experience preferred.

_____ **Professional Development Committee:** Plans, organizes and directs the professional development and events for CSDA. Commitment: Meets at least twice annually.

_____ **Elections & Bylaws Committee:** Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members or as needed. Commitment: Minimum of one meeting in Sacramento.

_____ **Fiscal Committee:** Oversees the financial direction of the organization including budget review and implementation. Commitment: Meets at least three times annually. Financial experience preferred.

_____ **Member Services Committee:** Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs. Commitment: Meets at least twice annually.



**California Special
Districts Association**

Districts Stronger Together

Keep us updated and enjoy a cup of Joe on CSDA!

A Starbucks gift card will be emailed to the first 50 people to submit this questionnaire!

In order to keep our database as up to date as possible, and ensure your membership dues are billed correctly, please take a moment to complete the information below and fax this to the CSDA office at 916.442.7889 or email to cassandras@cdda.net.

Please print:

Name: _____

Title: _____ E-mail: _____

District Name: _____

Annual Operating Revenue* \$_____

*Annual operating revenue is defined as "the district's total operating revenue/income as of June 30, 2016. Reported revenue should not include one-time grants or straight pass-throughs. Any funding used to support agency operations such as payroll and other administrative expense should be included.

Are you taking advantage of your membership?

There are a wide variety of benefits that come with your membership. Are you taking advantage of them? A sampling of benefits is listed below. For a full list, please visit www.cdda.net.

- Excellent educational programs with discounted member pricing
- Access to cost-effective risk management services and tax-exempt financings
- Career Center and job postings
- Listserv and other member communication tools
- Added-value benefit programs like the Special District Purchasing Card
- One-hour free legal advice per year/per district
- Online bookstore with discounted member pricing
- Free downloadable publications

Any questions? Contact Member Services at 877.924.2732 or cassandras@cdda.net.