



MEINERS OAKS WATER DISTRICT BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Due to the COVID-19 pandemic, all meetings of the Board will be conducted via teleconference until further notice, in accordance with CA Executive Order N-29-20.

JOIN BY COMPUTER: <https://global.gotomeeting.com/join/420145157>

DIAL-IN (US TOLL-FREE): [1 877 309 2073](tel:18773092073)

ACCESS CODE: 420-145-157

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114.

(Govt. Code Section 94594.1 and 94594.2 (a))

July 20, 2021 at 6:00 pm.

- 1. Call meeting to order**
- 2. Roll call**
- 3. Approval of the minutes:** June 15, 2021, Regular Meeting
- 4. Public comment for items not appearing on the agenda**

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.

Closed Session Agenda - Adjourn to Closed Session (**6:10 pm**): *It is the intention of the Board of Directors to meet in Closed Session to consider the following items:*

5. Closed Session Items

- a) The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to attorney/client privilege, as authorized by Government Code Section 54957, 54956.8, & 54956.9 and 54957.
 - State Case: SBCK vs. SWRCB, San Francisco Superior Court, Case # CPF-14-513875

- Meiners Oaks Water District vs. Moll, Ostling and Ojai Vista Farms 56-2018-00515474-CU-OR-VTA/
- Personnel Matters

Regular Agenda (Reconvene Regular Meeting, Estimated Time 7:00 p.m.**)**

6. Financial matters

Approval of Payroll and Payables from June 16, 2021, to July 15, 2021, in the amount of:

Payables –	\$ 146,239.19
Payroll –	\$ 36,659.89
Total –	<u>\$ 182,899.08</u>

7. Board action and/or discussion

- Nomination of new MOWD Board Director to fill vacancy. (Etchart/Kentosh)
Recommended Action: Discuss, nominate and vote on New Director appointment.
- Discuss and consider approval of the Draft FY 21-22 Fiscal Budget . (Kentosh/Martinez)
Recommended Action: Approve Draft FY 21-22 Budget and schedule Rate meeting.
- Discuss and consider approval of MKN & Associates agreement for the nitrate removal feasibility study. (Kentosh) - Attachment
Recommended Action: Approve agreement for MKN & Associates.
- Discuss and provide direction to GM regarding Meiners Rd. antenna tower location scope of work. (Martinez) - Attachment
Recommended Action: Provide direction to GM regarding scope of work.
- Discuss and approve Casitas Allocation MOU for FY21/22. (Martinez/Kentosh) - Attachment
Recommended Action: Approve Casitas Allocation MOU.
- Discuss and provide direction to staff regarding the allocation program billing system modification delays. (Engle/Ward)
Recommended Action: Provide staff direction to staff.
- Discuss and consider approval of annual COLA increase of 4% based on the consumer price index for Los Angeles/Riverside areas. (Martinez) – Attachment
Recommended Action: Approve 4% annual COLA increase for staff salaries.

- h) Discuss and consider approval of temporary salary increase of 20% for GM from 7/16/2021-10/29/2021. (Martinez) - Attachment
Recommended Action: Consider approval of temporary salary increase of 20% for the GM during staff military leave.

8. General Manager's Report

The Board will receive an update from the General Manager on District Operations and Maintenance.

9. Board Secretary's Report

The Board will receive an update from the Board Secretary on District Administrative and related matters.

10. Board Committee Reports

- Executive Committee
- UVRGA
- Allocation Program Committee
- Budget/Rate Committee
- Emergency Management Committee
- Staff Procedures Ad-hoc Committee
- New Meters & Expansion of Services Committee

11. Old Business

- State Water
- Water Supplier Partnership
- Matilija Dam Removal Update
- Nitrate Removal – CA Wildlife Conservation Grant - Attachment (information only)

12. Director Announcements/Reports

13. Adjournment The next scheduled Regular Board meeting is August 17, 2021.

Regular Meeting

June 15, 2021

6:00 pm

Meiners Oaks Water District

202 W. El Roblar Drive

Ojai, CA 93023-2211

Minutes

The meeting was called to order at 6:00 pm.

1. Call to Order

The meeting was called to order by the Board President, Mike Etchart, at 6:00 pm via teleconference.

2. Roll Call

Present: Board President, Mike Etchart, Board Directors: James Kentosh, Christian Oakland, and Larry Harrold. Staff Present: General Manager, Justin Martinez. Attorney Present: Stuart Nielson.

Absent: Director, Diana Engle and Board Secretary, Summer Ward.

3. Approval of the Minutes

Approval of May 18, 2021, Regular Meeting Minutes

Director Kentosh made the motion to approve May 18, 2021, regular meeting minutes. Director Oakland seconded the motion.

No public comment.

Director Kentosh commented that the minutes are looking very good.

Kentosh/Oakland

Roll Call Vote:

Etchart - Y Engle- Absent Harrold - Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

4. Public Comments

- Ms. Von Gunten was present, provided statement of attendance.

****The Board went into closed session at 6:06 pm****

5. Closed Session: The Board of Directors held a closed session to discuss litigation, pursuant to the attorney/client privilege, as authorized by Government Code Sections §54957 & 54956.8, 54956.9, and 54957.

- State Case: SBCK v. SWRCB, San Francisco Superior Court, Case # CPF-14-513875
- Meiners Oaks Water District v. Moll, Ostling and Ojai Vista Farms 56-2018-00515474-CU-OR-VTA/
- Personnel Matters

****The Board adjourned closed session at 6:26 pm****

Attorney S. Nielson stated that the Board discussed current ongoing litigation and personnel matters in closed session, and no actions were taken.

6. **Financial Matters**

Approval of Payroll and Payables from May 16 to June 15, 2021, in the amount of:

Payables:	\$100,576.96
Payroll:	<u>\$ 40,293.10</u>
Total:	\$140,870.06

Director Harrold made the motion to the Payroll and Payables from May 16 to June 15, 2021. Director Kentosh seconded the motion.

No public comment.

Harrold/Kentosh

Roll Call Vote:

Etchart - Y	Engle- Absent	Harrold - Y	Kentosh - Y	Oakland – Y
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All Ayes – M/S/C

7. **Board Discussion/Actions**

a. Resolution 06152021: Larry Harrold years of service. (Etchart)

Director Kentosh read Resolution 06152021, commending Director Harrold for his 10 years of distinguished service to the Meiners Oaks Water District.

Director Kentosh made the motion to approve Resolution 06152021: Larry Harrold years of service. Director Oakland seconded the motion.

No Public Comment

Kentosh/Oakland

Roll Call Vote:

Etchart - Y	Engle- Absent	Harrold - Y	Kentosh - Y	Oakland – Y
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All Ayes – M/S/C

b. Discuss and consider selection of contractor and approval for Meiners Rd. antenna foundation and conduit. (Martinez)

Mr. Martinez stated that this request is for the Meiners Rd. antenna foundation and installation of a 1" conduit at the new tower location. The job specifications were sent to three firms, including Evans Excavating (\$6,545), Toro (\$9,251) and Sam Hill & Sons (\$10,000). Mr. Martinez recommended selecting Toro at \$9,251. The Evans quote was not to job specifications and Sam Hill came in higher. Toro has a good work history with the District and Mr. Martinez is confident in selecting the firm for this project.

Director Kentosh requested follow-up on items related to this matter from the previous meeting. Mr. Martinez shared that Bob at Byrd Electronics confirmed that MOWD uses public frequencies and does not require FCC licensing. The follow-up onsite meeting with Mr. Hill is still pending.

Public Comment:

Ms. Von Gunten agreed that it was good that FCC license was not required and recommended the District reach out to a local Ham Radio expert for guidance on tower placement.

Director Harrold made the motion to approve selection of Toro for \$9,521 in accordance with the job specifications. Director Oakland seconded the motion.

Harrold/Oakland

Roll Call Vote:

Etchart - Y Engle- Absent Harrold - Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

c. Discuss and select a consultant for preparing for a nitrate removal feasibility study. (Kentosh)

Director Kentosh reviewed that MOWD originally received bids from three firms, one then requested to be removed due to lack of availability. Directors Kentosh, Oakland and Mr. Martinez held interviews with the two remaining firms. Both firms are highly qualified. Directors Kentosh, Oakland and Mr. Martinez were in agreement with the recommendation to proceed with Chris Martin, PE and the MKN firm for the nitrate removal feasibility study.

Director Kentosh stated that the Committee is requesting approval to proceed with negotiations and bring the agreement to the July meeting for approval. Director Kentosh will be drafting a white paper to include with the draft agreement.

No Public Comment.

Director Kentosh made the motion to approve selection of MKN & Associates for the nitrate removal feasibility study and authorize the GM to begin negotiating the agreement. Director Oakland seconded the motion.

Kentosh/Oakland

Roll Call Vote:

Etchart - Y Engle- Absent Harrold - Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

d. Status update on search for replacement Director. (Kentosh)

Director Etchart reported that an Executive Committee will be held in the next week to review the candidates and establish the process for interviews. Director Kentosh added that MOWD has three solid candidates to consider. The full board will likely hold a special meeting to conduct the interviews, and vote on the appointment of the new Director.

Public Comment:

Ms. Von Gunten shared that all publicly appointed positions need to be held in open session and must meet the election timelines, to avoid having the county appoint a Director.

Mr. Martinez noted that Ms. Ward had already researched the county requirements and will share those with the Executive Committee.

e. Status update on FY 21-22 Fiscal Budget. (Kentosh/Martinez)

Mr. Martinez stated that he and staff have drafted the FY 21-22 budget, with a few line items that were previously blended. Data reports are being pulled to separate out some of the expenses for clarity. The draft budget is almost complete and ready for Budget Committee review.

No Public Comment.

f. Status update on the annual Consumer Confidence Report 2020. (Martinez)

Mr. Martinez stated that this was his and Ms. Ward's first time producing a CCR, so they reached out to the District contact at the State Division of Drinking Water for assistance. Of note, related to Copper, there was 1:20 at 1.3, which meets the action level required, but fell within the 90th percentile. Due to the current report formatting, the DDW recommended adding a footnote, as shown in the 2020 CCR. We were informed that DDW and FGL are currently working on revising the report template for future reporting. The 2020 CCR has been posted online and will be mailed hardcopy to each customer.

Public Comment:

Ms. Von Gunten asked why that one sample would have been higher. Mr. Martinez explained that these samples are taken by customers at their service site and could be the result of an old copper service line on the customer side. Ms. Von Gunten made a public records request for any MSDS for the filtration plant, tank liner and any other plastic coated materials in regards to PFAF. Mr. Martinez is to provide those MSDS's to Ms. Von Gunten, as well as look into the detection monitoring of PFAFs.

8. General Manager's Report

Mr. Martinez reported that the Casitas Lake level has dropped to 37.1%. The Meiners Rd. tank tower was previously approved, however, the base is on backorder until mid-July. Oil Field Electric will be onsite to install the new scada panel. Mr. Martinez noted that Well 8 site clean-up has been completed and looks great. Previously, in 2014 when Well 8 was taken offline for high nitrate levels, the previous GM stopped the water sampling. Mr. Martinez worked with FGL to obtain the archived data and restarted bi-weekly sampling to establish a new baseline, and will move to monthly sampling thereafter. Mr. Martinez and Ms. Ward met with Badger Meter regarding radio reads and pricing so that budgetary plans can be discussed. Mr. Maxwell is nearly done drafting the SOPs for generator hookup at each site, Director Oakland will be assisting with the SOP in-field testing.

Mr. Martinez reported on a main line leak that occurred on S. Rice Rd, a mismarked line was hit by a Hotline crew. The District installed an additional valve at that site. There were two service line leaks that occurred on El Camino and S. Padre Juan.

Well level low alarms were becoming frequent, slowed the VFD to stay at a safe pumping level, GPMs down but not purchasing water.

Mr. Martinez received an alert regarding a potential Chlorine Gas shortage from DDW. The District was assured that drinking water is the highest priority for health and safety and should not be affected. The District's chemical supplier reported that they have had staffing issues, which are causing some delivery delays. Mr. Martinez is recommending increasing the onsite inventory.

SeCorp has received some of the equipment, but waiting on the SCBA kit to arrive, at that time field staff will receive their training and fit testing on the new safety equipment. Additionally, an onsite assessment was performed to get configuration and pricing for Chlorine alarms for each well site, hooked into the scada system.

Applications for the Temp Helper position have been reviewed and there are 5 candidates to interview, Mr. Martinez will conduct along with the Executive team.

Director Etchart asked how long Mr. Martinez thinks the District can go without purchasing Casitas water. Mr. Martinez explained some possible rezoning of the customers served by each Casitas connection, to potentially reduce the amount

purchased. Director Kentosh to discuss the Casitas allocation (historically 1,016 af/yr) with Mr. Martinez.

Public Comment:

Ms. Von Gunten shared that from an emergency management standpoint, it would be a good idea to increase the onsite chlorine cylinder inventory, and assure that they are all secured properly.

9. Board Secretary's Report

Mr. Martinez reviewed the Board Secretary report in Ms. Ward's absence. The 2020 CCR was posted on the District website June 11 and will be included in the June customer billing statements. Delinquent customer accounts have been improving and Ms. Ward will be working with those customers to establish payment plans and send out additional reminders to those customers. The Nitrate Grant progress report is coming due on July 10.

No Public Comment.

10. Board Committee Reports

- Executive Committee: No report.
- UVRGA: No report.
- Budget/Rate Committee: See item 7e.
- Emergency Management Committee: No report.
- Staff Procedures Committee: No report.
- New Meters & Expansion of Services Committee: No report.

11. Old Business

- State Water: Director Kentosh shared that in review of the Casitas board meetings, it appears they are moving forward with plans to connect to State Water.
- Water Supplier Partnership: No update.
- Matilija Dam Removal Update: Director Etchart noted that the bridge work has started.
- Nitrate Removal: CA Wildlife Conservation Grant : No update.

12. Director Announcements/Reports

John Russell, Director Candidate joined the meeting at 7:30 pm

- Director Engle: Absent.
- Director Harrold: Is Casitas planning to connect to State Water through Carpentaria? Director Kentosh noted that according to Casitas board meetings, yes, they are pursuing connections through Ventura and Carpentaria. Director Harrold then asked Mr. Martinez if he is familiar with Shaw Construction, and if he would consider them for future projects? Mr. Martinez replied that he has had a positive experience with Shaw Construction in the past and will keep them in mind for future bid work. Director Harrold sang that he was so glad to have had this time together.

- Director Oakland: No report.
- Director Kentosh: Invited Director Harrold to swing by for a visit when he is in the neighborhood.
- Director Etchart: No report. Thank you John for joining us tonight. Thank you again, Larry for your time with us on the board.

13. **Meeting Adjournment**

There being no further business to conduct at this time, Board President, Mike Etchart adjourned the meeting at 7:39 pm.

Board Secretary

Board President



Meiner's Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 06/16/2021 - 07/15/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP Bank-AP Bank							
AWWA 7001917364	American Water Works Association Invoice	07/02/2021	07/02/2021 2021-22 Membership	Regular	0.00 0.00	459.00 459.00	9784
AT&T 01840621 08330621	AT&T Invoice Invoice	06/13/2021 06/19/2021	06/29/2021 Office Phones Office Phones	Regular	0.00 0.00 0.00	797.30 210.64 586.66	9768
ERICKSON 40277	Bradley Erickson Invoice	06/03/2021	06/29/2021 Treatment Renewal BE	Regular	0.00 0.00	60.00 60.00	9769
ERICKSON BE061621	Bradley Erickson Invoice	06/16/2021	07/14/2021 Uniform - Erickson	Regular	0.00 0.00	200.00 200.00	9788
BYRD 0603-21	Byrd Industrial Electronics Invoice	07/01/2021	07/14/2021 Re-Install VNC	Regular	0.00 0.00	638.40 638.40	9789
CALPERS INV0001757	California Public Employees' Retirement Invoice	06/15/2021	06/30/2021 Health	Bank Draft	0.00 0.00	3,380.26 3,380.26	DFT0001293
CALPERS INV0001769	California Public Employees' Retirement Invoice	06/30/2021	06/30/2021 Health	Bank Draft	0.00 0.00	3,380.26 3,380.26	DFT0001303
CALPERS 061421	California Public Employees' Retirement Invoice	06/14/2021	06/29/2021 Health Premium	Bank Draft	0.00 0.00	16.23 16.23	DFT0001312
CRWA 0721	California Rural Water Association Invoice	07/02/2021	07/02/2021 2021-22 Membership	Regular	0.00 0.00	816.00 816.00	9785
CAL-STATE 189463 189972	Cal-State Invoice Invoice	06/14/2021 06/19/2021	06/29/2021 Portable Toilet Portable Toilet	Regular	0.00 0.00 0.00	237.09 115.73 121.36	9770
CAL-STATE 191883	Cal-State Invoice	06/12/2021	07/14/2021 Portable Toilet	Regular	0.00 0.00	115.73 115.73	9790
CMWD 261150621 261150621PP 262000621 300650621	Casitas Municipal Water District Invoice Invoice Invoice Invoice	06/30/2021 06/30/2021 06/30/2021 06/30/2021	07/14/2021 Fairview Standby PMT towards Casitas Misread Hartmann Allocation Tico & La Luna Standby	Regular	0.00 0.00 0.00 0.00	19,501.54 943.84 17,424.51 189.35 943.84	9791
CLEANCO 1355	Cleancoast Janitorial Invoice	06/28/2021	07/14/2021 June Janitorial	Regular	0.00 0.00	240.00 240.00	9792
CVTDEP 316778	County of Ventura Transport. Dept. Invoice	06/07/2021	07/14/2021 312 S. Padre Juan	Regular	0.00 0.00	370.00 370.00	9793
DATAP 3P53312 DP2100962-2 DP2102204	Dataprose LLC Invoice Invoice Invoice	06/23/2021 06/30/2021 06/30/2021	07/14/2021 CCR Bulk Mailing/Postage Bulk Billing & Postage	Regular	0.00 0.00 0.00 0.00	2,358.23 755.13 801.70 801.40	9794
EJHAR 281300621 994260621	E. J. Harrison Rolloffs, Inc. Invoice Invoice	06/11/2021 06/11/2021	06/29/2021 Office Trash 3 Yard Dumpster	Regular	0.00 0.00 0.00	310.80 89.90 220.90	9771

Check Report

Date Range: 06/16/2021 - 07/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
E P D	EPD USA, Inc.	07/14/2021	Regular	0.00	1,918.71	9795
250529	Invoice	06/15/2021	Pipe Section with a Saddle/Airvent	0.00	1,918.71	
FAMCON	Famcon Pipe and Supply, Inc	07/14/2021	Regular	0.00	1,938.87	9796
S100052169.002	Invoice	06/07/2021	Back Order Pick Up	0.00	1,764.80	
S100056709.001	Invoice	06/16/2021	Hand Pump/Adapter	0.00	174.07	
CFANN	Fanning & Karrh	07/14/2021	Regular	0.00	7,000.00	9797
63021	Invoice	06/30/2021	Progress Work on Audit	0.00	7,000.00	
FGLENV	FGL Environmental	06/29/2021	Regular	0.00	200.00	9772
105884A	Invoice	06/10/2021	Samples	0.00	59.00	
107206A	Invoice	06/16/2021	Samples	0.00	85.00	
107387A	Invoice	06/16/2021	Samples	0.00	56.00	
FGLENV	FGL Environmental	07/14/2021	Regular	0.00	316.00	9798
107539A	Invoice	06/24/2021	Samples	0.00	85.00	
107540A	Invoice	06/24/2021	Samples	0.00	33.00	
107541A	Invoice	06/29/2021	Samples	0.00	59.00	
107542A	Invoice	06/30/2021	Samples	0.00	54.00	
107997A	Invoice	06/28/2021	Samples	0.00	85.00	
GUARDIAN	Guardian	06/29/2021	Regular	0.00	606.56	9766
INV0001758	Invoice	06/15/2021	Dental	0.00	303.30	
INV0001770	Invoice	06/30/2021	Dental	0.00	303.26	
GUARDIAN	Guardian	06/29/2021	Regular	0.00	8.00	9773
7690460621	Invoice	06/16/2021	Admin, Fee Dental	0.00	8.00	
HCS	Herum/Crabtree/Suntag	07/14/2021	Regular	0.00	1,166.58	9799
100130	Invoice	06/25/2021	SBCK vs VTA	0.00	1,166.58	
JCI	JCI Jones Chemical, Inc.	07/14/2021	Regular	0.00	1,462.20	9800
858451	Invoice	06/25/2021	Chlorine	0.00	1,762.20	
858493	Credit Memo	06/25/2021	Container Return	0.00	-300.00	
LAFCO	Local Agency Formation Committee	07/02/2021	Regular	0.00	1,128.00	9786
20212022	Invoice	07/02/2021	2021-22 Membership	0.00	1,128.00	
MAR	MAR Lawn & Landscape, Inc.	07/14/2021	Regular	0.00	190.00	9801
11956	Invoice	07/01/2021	Monthly Landscaping Maintenance	0.00	190.00	
MATT-CHLOR	Matt-Chlor. Inc.	06/29/2021	Regular	0.00	692.95	9774
25809	Invoice	06/01/2021	Pressure Ejector	0.00	692.95	
MOHARD	Meiners Oaks Hardware	07/14/2021	Regular	0.00	205.14	9802
970023	Invoice	06/02/2021	Keys/Faucet/Bolts & Screws	0.00	32.94	
970660	Invoice	06/08/2021	Asphalt Patch	0.00	42.85	
971549	Invoice	06/16/2021	Cleaning Wipes/Wash/Wheel Cut	0.00	20.37	
971558	Invoice	06/16/2021	Asphalt Patch	0.00	34.28	
971713	Invoice	06/18/2021	Household Sprayer	0.00	2.43	
971779	Invoice	06/18/2021	Air Filter	0.00	20.37	
972208	Invoice	06/23/2021	Carpet Cleaner	0.00	6.82	
972467	Invoice	06/24/2021	Outlet/Cord/Valve Ball	0.00	27.30	
972518	Invoice	06/25/2021	Hose Clamp/Adapter/Tube Braid,etc.	0.00	17.78	
MITEC	MITec Solutions LLC	06/29/2021	Regular	0.00	50.00	9775
71220	Invoice	06/15/2021	Splashtop/Antivirus-Monthly	0.00	50.00	
MITEC	MiTec Solutions LLC	07/14/2021	Regular	0.00	594.89	9803
1060061	Invoice	07/08/2021	July Monthly Maintenance	0.00	190.00	
1060069	Invoice	07/09/2021	Remote Updates to Website	0.00	100.00	
71562	Invoice	07/01/2021	Exchange/Web Hosting	0.00	206.89	
71665	Invoice	07/01/2021	Off Site Back Up	0.00	98.00	

Check Report

Date Range: 06/16/2021 - 07/15/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
CASEY WELL805621	Myers Equipment Invoice	06/25/2021	06/29/2021 Fire Hydrant Rental Reimbursement	Regular	0.00 0.00	891.50 891.50	9776
NCK&K 4390	Nelson Comis Kettle & Kinney, LLP Invoice	06/10/2021	07/14/2021 Attorney Fees	Regular	0.00 0.00	821.50 821.50	9804
OFFDEP	Office Depot		06/29/2021	Regular	0.00	-691.34	9777
OFFDEP 175786522001 175786522002 175822765001 175822767001 TNKFRM0621 Z-2PWR0621	Office Depot Invoice Invoice Invoice Invoice Invoice Invoice	06/04/2021 06/09/2021 06/04/2021 06/04/2021 06/25/2021 06/25/2021	Paper/Sanitizer/Writing Pads, etc. Binders Money Receipt Books Binders Tank Farm Zone 2 Power	Regular Regular	0.00 0.00 0.00 0.00 0.00 0.00	691.34 142.83 28.46 35.50 147.54 30.24 306.77	9777
OFFDEP 175786522001-2 175786522002-2 175822765001-2 175822767001-2	Office Depot Invoice Invoice Invoice Invoice	06/04/2021 06/09/2021 06/04/2021 06/04/2021	Paper/Sanitizer/Writing Pads, etc. Binders Money Receipt Books Binders	Regular	0.00 0.00 0.00 0.00	354.33 142.83 28.46 35.50 147.54	9782
OILELE 2031484	Oilfield Electric Company, Inc. Invoice	06/29/2021	07/14/2021 Install New SCADA enclosure	Regular	0.00 0.00	3,648.00 3,648.00	9805
OBC 16142	Ojai Business Center, Inc. Invoice	06/11/2021	07/14/2021 Wide Format Print	Regular	0.00 0.00	3.35 3.35	9806
PATHIAN INV0001760 INV0001772	Pathian Administrators Invoice Invoice	06/15/2021 06/30/2021	06/29/2021 HSBS HSBS	Regular	0.00 0.00 0.00	111.84 55.93 55.91	9767
POWER W49721	Power Machinery Center Invoice	06/14/2021	06/29/2021 Golf Cart Maintenance	Regular	0.00 0.00	113.43 113.43	9778
PERS INV0001756	Public Employees' Retirement System Invoice	06/15/2021	06/30/2021 457 Withholdings	Bank Draft	0.00 0.00	250.00 250.00	DFT0001292
PERS INV0001759	Public Employees' Retirement System Invoice	06/15/2021	06/30/2021 PERS	Bank Draft	0.00 0.00	2,795.84 2,795.84	DFT0001294
PERS INV0001768	Public Employees' Retirement System Invoice	06/30/2021	06/30/2021 457 Withholdings	Bank Draft	0.00 0.00	200.00 200.00	DFT0001302
PERS INV0001771	Public Employees' Retirement System Invoice	06/30/2021	06/30/2021 PERS	Bank Draft	0.00 0.00	2,369.47 2,369.47	DFT0001304
PERS 10000001647750	Public Employees' Retirement System Invoice	07/01/2021	07/12/2021 Unfunded Accrued Liability	Bank Draft	0.00 0.00	2,443.25 2,443.25	DFT0001313
PERS 10000001647751	Public Employees' Retirement System Invoice	07/01/2021	07/12/2021 Unfunded Accrued Liability	Bank Draft	0.00 0.00	109.17 109.17	DFT0001314
SAMHIL 3764	Sam Hill & Sons, Inc. Invoice	06/01/2021	06/29/2021 216 Lomita	Regular	0.00 0.00	6,570.76 6,570.76	9779
SCE OFFELE0621 WELL1-0621 WELL2-0621 WELL4&70621 WELL80621 Z-20621 Z-2FIR0621 Z-3FIR0621	Southern California Edison Co. Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/25/2021 06/25/2021 06/25/2021 06/25/2021 06/25/2021 06/25/2021 06/25/2021 06/25/2021 06/25/2021	06/29/2021 Office Electricity Well 1 Well 2 Wells 4 & 7 Well 8 Zone 2 Zone 2 Fire Zone 3 Fire	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	6,109.71 165.04 852.20 781.23 3,997.64 122.98 76.30 97.22 17.10	9780

Check Report

Date Range: 06/16/2021 - 07/15/2021

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Post Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
SCE	Southern California Edison Co.	06/29/2021	Regular	0.00	337.01	9783
TNKFRM0621-2	Invoice	06/25/2021	Tank Farm	0.00	30.24	
Z-2PWR0621-2	Invoice	06/25/2021	Zone 2 Power	0.00	306.77	
SCGAS	Southern California Gas Co.	07/14/2021	Regular	0.00	4.49	9807
0461	Invoice	06/29/2021	Office Heat	0.00	4.49	
SDRMA	Special District Risk Management Auth.	07/02/2021	Regular	0.00	64,810.35	9787
69945	Invoice	07/02/2021	Workers' Compensation 2021-22	0.00	10,893.82	
70413	Invoice	07/02/2021	Property/Liability 2021-22	0.00	53,916.53	
TYLER	Tyler Technologies, Inc.	07/14/2021	Regular	0.00	17.40	9808
025-340505	Invoice	06/30/2021	Subscription	0.00	17.40	
UAOFSC	Underground Service Alert of So.Ca.	07/14/2021	Regular	0.00	57.09	9809
620210442	Invoice	07/01/2021	Digalert	0.00	44.65	
dsb20203262	Invoice	07/01/2021	CA State Fee	0.00	12.44	
USBANK	US Bank Corporate Pmt. System	07/14/2021	Regular	0.00	2,413.25	9810
AAS0621	Invoice	06/18/2021	Stamps	0.00	64.25	
AIRGAS0609	Invoice	06/09/2021	Compressed Gas	0.00	127.26	
AMAZON060721	Invoice	06/07/2021	Hinges	0.00	14.91	
AMAZON061721	Invoice	06/17/2021	Chargers/Wall Chargers/Adapters/Mouse	0.00	88.95	
INDEED060321	Invoice	06/03/2021	Job Posting	0.00	141.69	
LOGMEIN061721	Invoice	06/17/2021	Remote Meetings	0.00	10.00	
OSS061021	Invoice	06/10/2021	Storage Unit	0.00	184.00	
OVNEWS0621	Invoice	06/01/2021	Subscription	0.00	90.00	
PPE060121	Invoice	06/01/2021	Welder Generator/Filter/Lever Stopper,et	0.00	449.97	
PRIME062121	Invoice	06/21/2021	Membership	0.00	13.93	
ULINE0604	Invoice	06/04/2021	Safety Counter Shield	0.00	725.37	
VERIZON060921	Invoice	06/09/2021	New Phones	0.00	502.92	
VERIZON	Verizon Wireless	07/14/2021	Regular	0.00	561.71	9811
9882848585	Invoice	06/26/2021	Cell Phones	0.00	561.71	
WRIGHT EXP	WEX Bank	06/29/2021	Regular	0.00	887.00	9781
72341413	Invoice	06/15/2021	Fuel	0.00	887.00	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	46	0.00	131,986.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-691.34
Bank Drafts	9	9	0.00	14,944.48
EFT's	0	0	0.00	0.00
	113	56	0.00	146,239.19

PR \$36,659.89

Report of Income as of 6/30/2021

Income	Month of June	Year To Date	Budget Approp	Appropriation Balance
Interest	681.65	17,132.19	--	17,132.19
Taxes	5,732.91	183,685.67	--	183,685.67
Pumping Charges	263.19	4,036.02	--	4,036.02
Fire Protection	118.07	1,734.80	--	1,734.80
Meter & Inst. Fees		--	--	--
Water Sales	57,379.70	739,108.93	655,040.00	(84,068.93)
¹ Casitas Water/Standby	884.87	68,408.59	--	68,408.59
MWAC Charges	56,192.87	669,246.62	770,915.00	101,668.38
MCC Chg.	6,995.84	77,344.50	113,329.00	35,984.50
² Misc. Income	1,854.84	10,941.11	--	10,941.11
Late & Delinquent Chgs.		369.43	--	369.43
Conservation Penalty		--	--	--
Capital Improvement		--	--	--
Drought Surcharge	4,907.00	78,128.55	--	78,128.55
		--	--	--
		--	--	--
		--	--	--
TOTAL INCOME	135,010.94	1,850,136.41	1,539,284.00	(310,852.41)

Note:

¹ This line item is necessary because these sales are tracked in the expenditures

² This line item could includes thigs such as:

Recycled meters and scrap metal

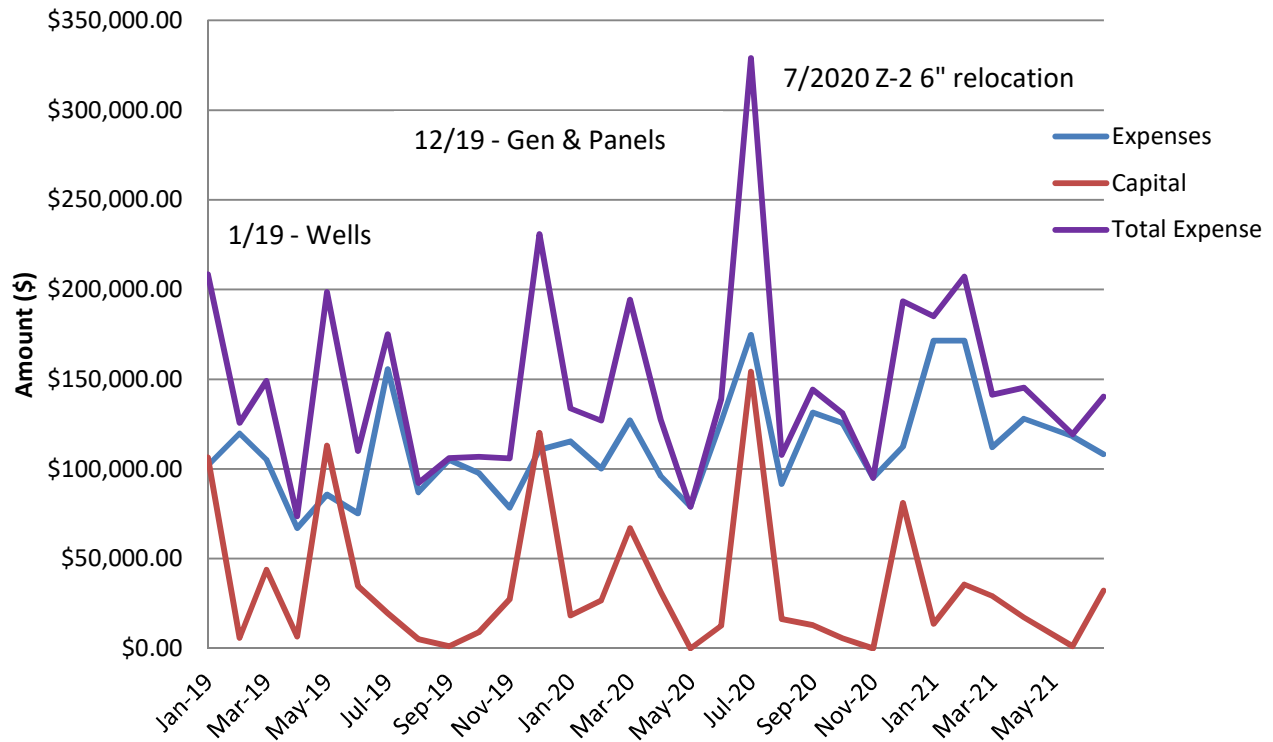
Employee payments for insurance payouts

Meiners Oaks Water District

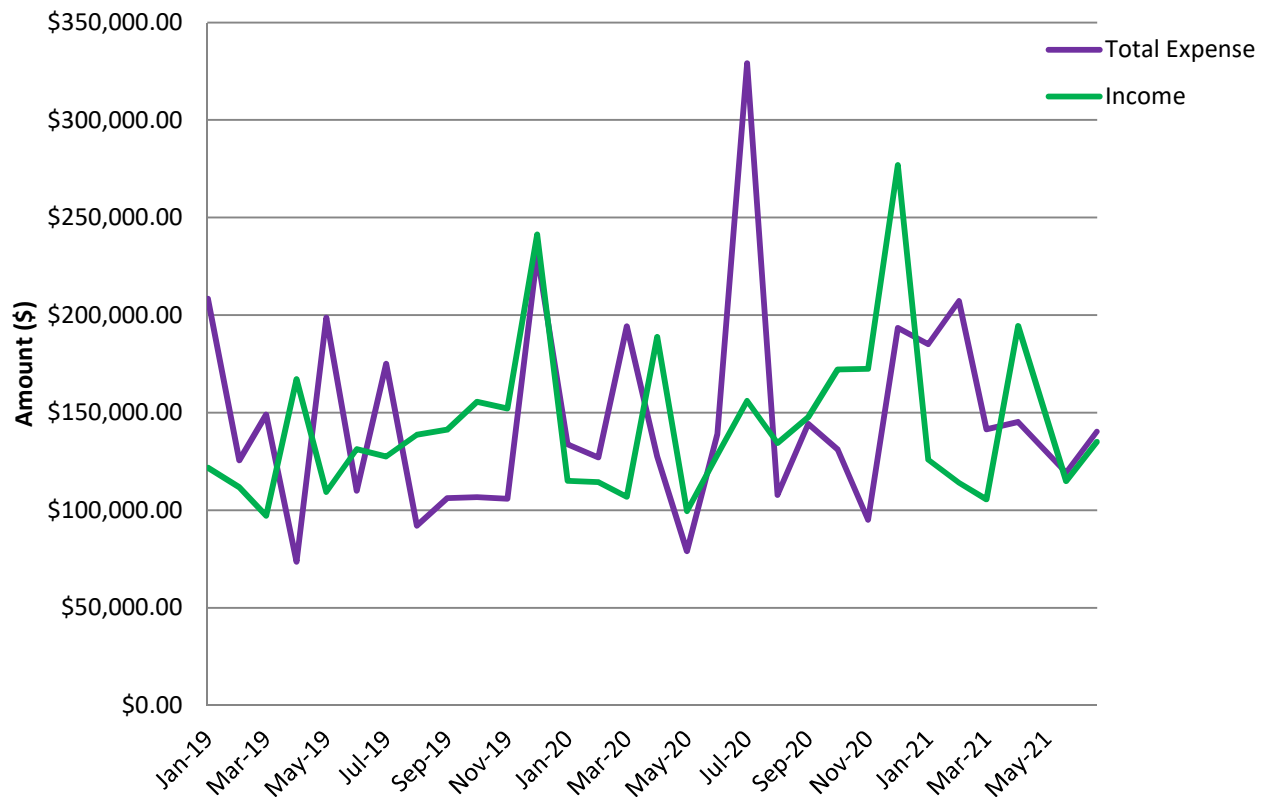
Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

Expenditures	Month of June	Year To Date	Budget Approp	Approp Bal 06/30/21	Current July	Approp FY Bal To Date
Salaries	38,732.34	503,684.33	575,000.00	71,315.67		71,315.67
Payroll Taxes	2,968.22	40,853.93	60,000.00	19,146.07		19,146.07
Retirement Contributions	4,936.14	61,798.94	51,000.00	(10,798.94)		(10,798.94)
Group Insurance	6,372.64	94,610.30	86,000.00	(8,610.30)		(8,610.30)
Company Uniforms	400.00	1,673.18	2,500.00	826.82		826.82
Phone Office	797.30	9,373.02	9,000.00	(373.02)		(373.02)
Janitorial Service	782.82	7,377.90	5,000.00	(2,377.90)		(2,377.90)
Refuse Disposal	310.80	4,043.24	3,400.00	(643.24)		(643.24)
Liability Insurance	-	40,100.79	40,000.00	(100.79)		(100.79)
Workers Compensation	-	15,058.95	18,000.00	2,941.05		2,941.05
Wells	725.89	6,882.70	10,000.00	3,117.30		3,117.30
Truck Maintenance	133.80	5,007.41	3,500.00	(1,507.41)		(1,507.41)
Office Equip. Maintenance	272.95	4,234.43	5,000.00	765.57		765.57
Cell Phones	1,064.63	4,658.89	4,500.00	(158.89)		(158.89)
System Maintenance	2,963.23	100,237.25	75,000.00	(25,237.25)		(25,237.25)
Safety Equipment	740.28	3,117.01	3,000.00	(117.01)		(117.01)
Laboratory Services	1,117.00	10,758.37	11,000.00	241.63		241.63
Membership and Dues	-	7,895.00	8,000.00	105.00		105.00
Printing and Binding	3.35	1,547.33	3,500.00	1,952.67		1,952.67
Office Supplies	522.75	7,378.91	5,000.00	(2,378.91)		(2,378.91)
Postage and Express	2,422.48	14,319.47	10,000.00	(4,319.47)		(4,319.47)
B.O.D. Fees	650.00	12,700.00	15,000.00	2,300.00		2,300.00
Engineering & Technical Services	-	7,824.71	50,000.00	42,175.29		42,175.29
Computer Services	755.53	22,837.79	17,000.00	(5,837.79)		(5,837.79)
Other Prof. & Regulatory Fees	133.59	32,773.09	40,000.00	7,226.91		7,226.91
Public and Legal Notices	141.69	2,017.48	2,000.00	(17.48)		(17.48)
Attorney Fees	2,785.50	104,437.57	75,000.00	(29,437.57)		(29,437.57)
GSA Fees	-	31,299.79	50,000.00	18,700.21		18,700.21
VR/SBC/City of VTA Law Suit	1,166.58	38,575.80	75,000.00	36,424.20		36,424.20
State Water	-	-	20,000.00	20,000.00		20,000.00
Audit Fees	7,000.00	13,200.00	25,000.00	11,800.00		11,800.00
Small Tools	2.43	1,898.35	3,000.00	1,101.65		1,101.65
Election Supplies	-	2,517.03	2,500.00	(17.03)		(17.03)
Water Purchase	17,424.51	207,076.70	75,000.00	(132,076.70)		(132,076.70)
CMWD Standby Charges	2,077.03	24,451.63	20,000.00	(4,451.63)		(4,451.63)
Treatment Plant	3,398.69	13,205.86	20,000.00	6,794.14		6,794.14
Fuel	887.00	9,842.63	13,000.00	3,157.37		3,157.37
Travel Exp./Seminars	-	1,079.06	2,000.00	920.94		920.94
Utilities	169.53	2,714.35	3,500.00	785.65		785.65
Power and Pumping	6,281.68	61,151.31	80,000.00	18,848.69		18,848.69
Meters	-	5,863.07	10,000.00	4,136.93		4,136.93
Total Expenditures	108,140.38	1,540,077.57	1,586,400.00	46,322.43	-	46,322.43
Water Distribution System	-	-	-	-		-
Automating Fairview Conn. Design	-	-	-	-		-
Well 8 Nitrate Removal/Blending	7,780.00	7,780.00	5,000.00	(2,780.00)		(2,780.00)
4 Valve Replacements/Deadends	-	-	-	-		-
Relocate 6" Main for Z-2	-	155,050.00	150,000.00	(5,050.00)		(5,050.00)
El Sol to Lomita Tie-In Engineering	-	-	5,000.00	5,000.00		5,000.00
Repairs to Meiners Rd. 80K Gallon Tank	8,398.00	31,294.75	50,000.00	18,705.25		18,705.25
Structures and Improvements	-	-	-	-		-
T.P. Final Eng. 100% Design	-	-	50,000.00	50,000.00		50,000.00
Treatment Plant Set-Aside Fund	-	-	-	-		-
Vehicles	-	-	-	-		-
1 Ton Service Truck	-	80,201.22	83,000.00	2,798.78		2,798.78
Furniture and Fixtures	-	-	-	-		-
General Managers Desk	-	-	2,500.00	2,500.00		2,500.00
Office Machines	-	-	-	-		-
New Meter Reading Handhelds/Software	-	13,856.70	16,000.00	2,143.30		2,143.30
Field Equipment	-	-	-	-		-
Leak Detector	-	19.50	2,500.00	2,480.50		2,480.50
Vibraplate	-	-	-	-		-
Welder for New Truck	-	-	-	-		-
Air Compressor for New Truck	-	-	-	-		-
Crane for New Truck	-	-	-	-		-
Appropriations for Contingencies	16,001.21	109,814.51	100,000.00	(9,814.51)		(9,814.51)
Total CIP Spending	32,179.21	398,016.68	464,000.00	65,983.32	-	65,983.32
GRAND TOTAL	140,319.59	1,938,094.25	2,050,400.00	112,305.75	-	112,305.75

MOWD Monthly Expenses



MOWD Income & Expenses





Proposed Budget for Fiscal Year 2021-2022

July 16, 2021

Budget Summary

The proposed budget for Fiscal Year 2021-2022 is summarized in the attached table. The table shows the proposed expenditures and capital spending for FY 21/22 compared to the previous FY 20/21. The Budget/Rate Committee will establish proposed new rates based on the projected expenses, and will be provided at a future meeting for discussion and approval.

Projected Expenses

The operating expenses by category are comparable to the prior three years with few exceptions; capital expenses differ substantially each year.

Some highlights of the projected expenses are:

- Liability and group insurance cost increases by providers;
- System maintenance increase of \$25,000 to address preventive and backlog of deferred maintenance;
- Purchased water was previously budgeted at \$75,000; FY20/21 exceeded the budget by \$132,000. Anticipating a continued drought status the purchased water item was increased to \$150,000;
- Added funds within the water distribution system items to address valve replacements, as well as funds for tank cleaning and the estimated cost of removing the Meiners Rd. tank;
- Structures and Improvements has the largest increase in funds, to more accurately reflect the cost of the Treatment Plant final engineering design, and set aside funds toward the construction of the new plant. Hazardous material safety items were added to this category to plan for installation of Chlorine alarms at each well site, as well as CL17 (Chlorine Analyzer) for wells 4 & 7.
- Field equipment that had previously been deferred, including a well sounder, welder, truck generator, air compressor, crane and tools for the new service truck have been added totaling \$45,500;
- New GL codes will be added, for more accurate expense tracking, for example Security Systems and Rental Equipment.

New Rates & Rate Structure - Pending

202 W. El Roblar Drive, Ojai, California 93023
Tel: (805) 646-2114 Web: www.meinersoakswater.com

Table 1: PROPOSED FY 21/22 BUDGET

Expenditures	PROPOSED FY 2021-22	APPROVED FY 2020-21	FY 21/22 v. FY 20/21
Salaries	600,000.00	575,000.00	25,000.00
Payroll Taxes	45,000.00	60,000.00	(15,000.00)
Retirement Contributions	55,000.00	51,000.00	4,000.00
Group Insurance	96,000.00	86,000.00	10,000.00
Company Uniforms	4,500.00	2,500.00	2,000.00
Phone Office	9,000.00	9,000.00	-
Janitorial Service	4,400.00	5,000.00	(600.00)
Refuse Disposal	4,500.00	3,400.00	1,100.00
Liability Insurance	54,000.00	40,000.00	14,000.00
Workers Compensation	18,000.00	18,000.00	-
Wells	10,000.00	10,000.00	-
Truck Maintenance	3,500.00	3,500.00	-
Office Equip. Maintenance	5,000.00	5,000.00	-
<i>*Security System (New GL Code)</i>	600.00		600.00
Cell Phones	4,500.00	4,500.00	-
System Maintenance	100,000.00	75,000.00	25,000.00
Safety Equipment	6,000.00	3,000.00	3,000.00
Laboratory Services	12,000.00	11,000.00	1,000.00
Membership and Dues	9,000.00	8,000.00	1,000.00
Printing and Binding	2,500.00	3,500.00	(1,000.00)
Office Supplies	6,000.00	5,000.00	1,000.00
Postage and Express	11,000.00	10,000.00	1,000.00
B.O.D. Fees	15,000.00	15,000.00	-
Engineering & Technical Services	30,000.00	50,000.00	(20,000.00)
Computer Services	17,000.00	17,000.00	-
Other Prof. & Regulatory Fees	40,000.00	40,000.00	-
Public and Legal Notices	2,000.00	2,000.00	-
Attorney Fees	75,000.00	75,000.00	-
GSA Fees	50,000.00	50,000.00	-
VR/SBC/City of VTA Law Suit	75,000.00	75,000.00	-
State Water	-	20,000.00	(20,000.00)
Audit Fees	25,000.00	25,000.00	-
Small Tools	5,000.00	3,000.00	2,000.00
<i>*Rental Equipment (New GL Code)</i>	-		-
Election Supplies	2,500.00	2,500.00	-
Water Purchase	150,000.00	75,000.00	75,000.00
CMWD Standby Charges	20,000.00	20,000.00	-
Treatment Plant	20,000.00	20,000.00	-
Fuel	13,000.00	13,000.00	-
Travel Exp./Seminars	2,000.00	2,000.00	-
Utilities	3,500.00	3,500.00	-
Power and Pumping	80,000.00	80,000.00	-
Meters	10,000.00	10,000.00	-
Total Expenditures	1,695,500.00	1,586,400.00	109,100.00

Expenditures	PROPOSED FY 2021-22	APPROVED FY 2020-21	FY 21/22 v. FY 20/21
Water Distribution System	-	-	-
<i>Automating Fairview Conn. Design</i>	-	-	-
<i>Fairview Connection (FY 22/23)</i>	-	-	-
<i>Well 8 Nitrate Removal/Blending</i>	8,000.00	5,000.00	3,000.00
<i>4 Valve Replacements/Deadends</i>	100,000.00	-	100,000.00
<i>Relocate 6" Main for Z-2</i>	-	150,000.00	(150,000.00)
<i>El Sol to Lomita Tie-In Engineering</i>	5,000.00	5,000.00	-
<i>Tank Cleaning</i>	6,000.00	-	6,000.00
<i>Repairs to Meiners Rd. 80K Gallon Tank</i>	30,000.00	50,000.00	(20,000.00)
Structures and Improvements	-	-	-
<i>T.P. Final Eng. 100% Design</i>	175,000.00	50,000.00	125,000.00
<i>Treatment Plant Set-Aside Fund</i>	200,000.00	-	200,000.00
<i>Chlorine Alarms</i>	40,000.00	-	40,000.00
<i>Wells 4 & 7 CL17</i>	15,000.00	-	15,000.00
Vehicles	-	-	-
<i>1 Ton Service Truck</i>	-	75,000.00	(75,000.00)
Furniture and Fixtures	-	-	-
<i>General Managers Desk</i>	-	2,500.00	(2,500.00)
Office Machines	-	-	-
<i>New Meter Reading Handhelds/Software</i>	-	6,000.00	(6,000.00)
<i>Radio/Cellular Meters (FY22/23)</i>	-	-	-
Field Equipment	-	-	-
<i>Sounder</i>	2,500.00	-	2,500.00
<i>Vibraplate</i>	-	-	-
<i>Welder</i>	3,500.00	-	3,500.00
<i>New Truck Generator</i>	3,500.00	-	3,500.00
<i>Air Compressor (tow behind)</i>	16,000.00	-	16,000.00
<i>Crane for New Truck</i>	15,000.00	-	15,000.00
<i>New Truck Tools</i>	5,000.00	-	5,000.00
Appropriations for Contingencies	100,000.00	100,000.00	-
Total CIP Spending	724,500.00	443,500.00	281,000.00
GRAND TOTAL	2,420,000.00	2,029,900.00	390,100.00

White Paper on the Need for Nitrate Removal at MOWD Well No. 8

**By James Kentosh
Meiners Oaks Water District**

DRAFT

July 2021

Introduction

The traditional engineering approach for selecting a process for removing nitrate from a well would be to select the maximum flow capacity of the well and design a treatment plant to remove the maximum nitrate levels predicted to occur at the well. Different treatment options would be compared and the most practical and cost-effective method would be selected. However, that approach does not work for MOWD's Well No. 8. The need for nitrate removal from Well No. 8 is not driven by economics; it is driven by risks that are difficult to quantify.

As discussed in this White Paper, selection of a treatment process for removing nitrates from Well No. 8 is more of a balancing act between the water needs of people and the aquatic habitat of the Ventura River watershed.

Emergency Supply for MOWD

On paper, Meiners Oaks Water District has an adequate water supply. It has four primary wells (Nos. 1, 2, 4 and 7) located near the Ventura River in the Meiners Oaks area. It also has Well No. 8, which has been used in the past as a drinking water supply, but its use was discontinued in 2014 due to nitrate levels exceeding drinking water standards – likely worsened by drought. MOWD also has its “Ranchitos Well,” which was acquired from a now-defunct water company, and which has never been used by MOWD due to high nitrates.

MOWD is also a “resale agency” of Casitas Municipal Water District, and has two connections to their system. MOWD receives water from Casitas MWD under the terms of a Water Service Agreement dated 2018. However, MOWD has historically used Casitas water only during emergencies or severe droughts.

DRAFT White Paper on the Need for Nitrate Removal at MOWD Well No. 8

Between its formation in 1949 and 2013, MOWD received a total of less than 30 AF of water (CONFIRM) from Casitas MWD. During that 64 year period, which included the 1987 – 1991 drought, MOWD’s wells were adequate to meet its demand except during brief emergencies.

As the current drought worsened in the late summer and fall of 2013, MOWD’s wells began to falter and MOWD was forced to supplement its water supply with water from Lake Casitas. Once well production began to drop, we were surprised by how quickly flows fell off, and by October 2013, MOWD was taking 100% of its water supply from Casitas MWD. The situation was complicated by the difficulty of blending chlorinated water from MOWD’s wells with chloraminated water from Casitas MWD. Once well production fell to a certain point, we had to shut them down completely due to disinfection difficulties.

That was a tense period for MOWD because we were uncertain whether our system would work properly while receiving all of our water from Casitas MWD – it had never been done. At first we had to supply all of our customers through a single 4-inch meter to Casitas MWD. Fortunately our operators figured out how to make the system work. The addition of a second 4-inch meter to Casitas MWD in 2014 improved the system’s capacity, and we are now comfortable taking all of our water supply from Casitas MWD when we have no other choice.

So where we stand today is that we have our own groundwater supply that meets most of our water needs for all but a few months per decade. When our wells run dry, we take water from our backup water supplier, Casitas MWD. So long as Lake Casitas holds water, and we comply with Casitas MWD’s *Water Efficiency and Allocation Program*, we should have an adequate water supply for the foreseeable future.

Our backup water supply from Casitas MWD is reasonably priced. The current resale rate is set at around \$898 per acre-foot. If our motivation for building a nitrate treatment plant at Well No. 8 were to reduce the amount of money we are paying Casitas MWD for supplemental water, it would never pencil out. It is highly unlikely that we could construct a treatment plant and operate it for only a few months per decade on the average, and expect a cost savings relative to purchasing lake water.

What drives the need for nitrate removal from Well No. 8 is that there is a finite chance that Lake Casitas could “go dry.” (In reality, the lake would be unlikely to actually dry up. Instead, the water level would fall below minimum pool, where it would be inaccessible for consumption. It might take years for the mud bottom to dry out, but that would be small consolation to those of us left without water in our homes.)

The chance that the lake could go dry is a game-changer for the economics of nitrate removal. MOWD serves over 1,280 residences. With a median home price of around \$700,000, the values

of properties within MOWD likely exceeds a billion dollars. What is that property worth without a water supply? It is worth spending money for nitrate removal if that maintains property values in a worst case scenario.

Nevertheless, there is another potential solution in the event Lake Casitas goes dry. If that were to happen, the California Division of Drinking Water might grant a waiver to allow MOWD to supply water to its customers that exceeds drinking water standards for nitrate. In that case, a warning would be required that the water is not safe for drinking. Tap water could be used for bathing, washing dishes, flushing toilets, and outdoor use, but not for drinking. MOWD would likely be required to offer bottled water to its customers for consumption. This possibility, however remote, might offset the need for nitrate treatment in the worst case scenario.

Chance that Lake Casitas Could Go Dry

Local resident within Casitas MWD are lucky to have 238,000 AF Lake Casitas available for their use. The lake is very large for the number of people it. Moreover, it is designed to withstand a drought lasting twenty years. That contrasts with the California State Water Project, which reduces deliveries after only a few years of drought. In addition, Casitas MWD's *Water Efficiency and Allocation Program* goes a long way towards prolonging the water supply as lake levels drop.

Despite the large storage capacity of Lake Casitas, there remains a finite chance that it could go dry over the next 10 – 20 years. The original “safe yield” of Lake Casitas – 21,920 AF/yr – was based on the 21-year historic dry period from 1945 through 1965. That was a reasonable estimate for that day and age. (Around the time Lake Casitas was constructed in 1959 there was more concern about a pending ice age than about global warming.) The only problem with the original safe yield approach is that it is not statistical. It presumes that once you get to the end of the 21-year drought, then it's guaranteed to rain. In reality if you flip a coin and get “heads” 21 times in a row, the chance of flipping heads on your 22nd attempt remains 50% – and the lake could go dry.

The staff and board of Casitas MWD recognized that the safe yield estimate for Lake Casitas needed to be updated, if for no other reason than to incorporate the 62 years of hydrologic data collected since the lake was built. So they hired Stantec to update their safe yield analysis as part of the preparation of a comprehensive water resource plan (CWRP). A draft of that document is cited below:

Draft *Casitas Municipal Water District Comprehensive Water Resources Plan* (CWRP), by Stantec Consulting Services, Draft, June 8, 2020.

The CWRP includes a statistics-based reanalysis of the safe yield of Lake Casitas. This work is ongoing and has been discussed in recent Casitas MWD board workshops.

A safe yield analysis presumes that the lake starts out full at the beginning of some drought cycle. Lake Casitas was last nearly full in 2005, when Ventura River diversions were halted because the lake was near to spilling. Though CMWD has recently focused on the assumptions leading to a revised safe yield, there is a second question of greater relevance to local water users today: Given that it has been 16 years since the lake was full, and given that the lake is now below 37% of its storage capacity, what is the chance that the lake will go dry in the next 10 – 20 years?

The draft CWRP answered that question in Section 4.2.2 of the draft report. Based on one set of assumptions made, the statistical analysis found that there is a 26% chance that Lake Casitas would fall to a dead pool storage level, described as “going dry.” Details are provided in Appendix E of the CWRP:

Appendix E, Draft Analysis of the Risk of Lake Casitas Being Drawn Down to the Minimum Pool Level, by Stantec Consulting Services, draft, June 8, 2020.

A more realistic set of assumptions more in line with the WEAP results in a 6% chance of the lake going dry. Considering how much conservation has already been achieved, it seems likely that customers would continue to reduce their water demands as the lake levels drop dangerously. The predicted future risk of low lake levels is still under development and has yet to be published.

In summary, there is a significant chance that the lake could go dry within the next decade.

Other Water Supply Projects

Our local water supply is not static. The City of Ventura, in collaboration with Casitas MWD, is designing a pipeline to import State water into our area. Connecting us to a state-wide water system provides flexibility to receive water from outside our area, especially during a drought emergency. For example, even when State water deliveries are reduced it might be possible to buy water from farmers and wheel it through the State Water Project facilities.

In addition, Casitas MWD is considering a pipeline to import State Water from the west, through Santa Barbara and Carpinteria.

Casitas MWD has also studied a new well to tap into a relatively unused deep aquifer. Originally conceived of as the HOB0 (horizontal bore) project, it has morphed into a VERBO (vertical bore) option. These projects could be implemented in the worst case scenario.

Fortunately, due to the large capacity of Lake Casitas, in conjunction with the WEAP, we will have at least four more years, even without rain, to implement these projects. That may be sufficient time if regulatory agencies are supportive. During World War II, Salinas Reservoir, the Cuesta Tunnel, and pipelines to San Luis Obispo were all built in less than one year.

All of these potential projects, outside the control of MOWD, have the potential to minimize the risk of Lake Casitas going dry. That, in turn, reduces the need for nitrate removal at Well No. 8.

Potential MOWD Deep Aquifer Well

MOWD has one potential water supply project of its own that it could pursue in an emergency: We could drill a new deep aquifer well into the “Cold Water Formation,” an unused aquifer system thought to be isolated from the alluvial aquifer. A local hydrogeologist, Jordan Kear, has advised MOWD of a possible site for a well, just south of existing Well Nos. 1 and 2. However, little is known about this formation – it is known to be productive in Santa Barbara County but has been little tapped here. A test well would be the best way to explore this option. Local deep water wells often have high iron and manganese levels and that would have to be addressed.

Needs of the Aquatic Environment

It is not the intent of this white paper to describe in detail the status and water needs of the aquatic environment associated with the Ventura River. It is sufficient for our purpose to explain that there is a great deal of concern over the level of nutrients in surface waters of the river and its tributaries. Nutrients promote algae growth which then causes depletion of dissolved oxygen in the surface water. Lower dissolved oxygen in surface water affects aquatic animals. Of particular concern is the recovery of endangered Southern California steelhead, which are a distinct population segment of rainbow trout.

Deleterious nutrients in the Ventura River consist primarily of nitrates. The County of Ventura monitors nitrate levels in local surface and ground water, as cited below:

Technical Report for the Study of Water Quality Impairments Attributable to Onsite Wastewater Treatment Systems (OWTS) in the Ventura River Watershed
Prepared by Geosyntec Consultants, September 2018. Available online.

DRAFT White Paper on the Need for Nitrate Removal at MOWD Well No. 8

Information on nitrate levels in wells near MOWD's Well No. 8 is provided in the following report:

MOWD Well No. 8, Nitrate Data Summary Report, by James Kentosh, Meiners Oaks Water District, Draft, July 2021.

A quantitative estimate of the potential benefits of nitrate removal from Well No. 8 can be inferred. The Ojai Valley Sanitary District's current NPDES permit for the discharge of treated wastewater into the Ventura River limits the combined total of nitrates, ammonia, and organic nitrogen to under 3 mg/L, as N. By comparison, the drinking water standard for nitrates is 45 mg/L. Nitrate levels at Well No. 8 as high as 76 mg/L have been measured. If well water with a nitrate level of 76 mg/L is pumped out of the aquifer at the Well No. 8 pump capacity of 330 gpm, treated, and delivered to customers, it would remove nitrates from the aquifer at a rate 2½ times higher than nitrogen compounds are discharged into the river by OVSD. This suggests that a single well can be important. These numbers support an approach of removing nitrates from the aquifer system, and hence the aquatic environment, from wells nearest to the source of maximum contamination. NOTE: THESE NUMBERS NEED TO BE CHECKED.

MOWD's project has the potential to remove 80 lbs of nitrate per day from the watershed, for a total of 30,000 pounds per year. To put that in perspective, that is enough nitrate to contaminate 9,000 AF of water to a nitrogen level exceeding OVSD's discharge standards. However, that may say as much about the strictness of the NPDES discharge standards as about the benefit of MOWD's potential project.

Groundwater modeling by the Upper Ventura River Groundwater Agency (UVRGA) and by the State of California is being done partly to determine the effect of groundwater pumping on surface waters downstream. "Rising groundwater reaches" are those sections of the river where groundwater emerges from the riverbed and contributes to surface waters in the flowing streams. Much more will be learned as these models are improved and tested.

Preliminary modeling results to date indicate that pumping from wells has some effect on surface waters downstream. Presumably, that suggests that pumping may cause some reduction in streamflow downstream. Conversely, not pumping might cause an increased surface flow at some location downstream. These findings have yet to be confirmed by the model results.

In the long term, this modeling might be used by regulatory agencies as justification for reducing pumping from the alluvial aquifers. That provides an incentive for water agencies to develop some actions that would offset the effect of pumping on the aquatic environment.

It is too early in this analysis process to quantify the effects of pumping on the aquatic environment. However, it suggests a qualitative description of the potential benefits of nitrate removal from Well No. 8. At present, the high nitrate groundwater in the vicinity of Well No.8 migrates underground towards the ocean. It will blend with other groundwater and, eventually, may emerge into surface water streams as rising groundwater. If the nitrate levels in the migrating water are high, it will result in more nutrients in surface water. Conversely, if the high nitrate groundwater is removed from the system, the remaining surface water will be improved for the aquatic environment.

As another option, perhaps the greatest benefit for the environment would occur if groundwater at Well No. 8 would be treated to remove nitrates, and then the water discharged back into the river. The higher quality water would then dilute nutrients from other areas as it flows downstream. Note that Well No. 8 is located near a flood control channel that could be used for that purpose.

Operating Scenarios

There are several ways in which nitrate removal from Well No. 8 could help the aquatic environment. Various options for operating the well would offer different levels of benefit:

1) Option 1 – Emergency Use Only

Under this option, Well No. 8 would be used only when Lake Casitas water is unavailable and MOWD's other wells are incapable of meeting demand. This option would be utilized very rarely, if ever – primarily when Lake Casitas goes dry. It would provide the least benefit to the aquatic environment.

2) Option 2 – Minimal Use

Under this option, Well No. 8 would be used in preference to water from Lake Casitas, but only when MOWD's other wells are inadequate to meet demand. It would also be used when and if Lake Casitas were to go dry.

3) Option 3 – Priority Use

Under this option, Well No. 8 would be used in preference to MOWD's other wells, whenever nitrate levels in Well No. 8 exceed nitrate levels in those other wells. Well No. 8 and its nitrate treatment plant would be operated at a steady rate, 24 hours a day, using MOWD's existing tanks to provide daily regulation storage for the water system. MOWD's other wells would be turned on and off as needed to supply whatever demand Well No. 8 cannot satisfy. It would also be used when and if Lake Casitas were to go dry.

4) Option 4 – Discharge to the river.

Under this option, Well No. 8 would provide an emergency backup supply, as described in Option 1. But most of the time – perhaps 10 months a year – Well No. 8 would be pumped at some steady flow rate, the nitrate levels would be reduced by treatment, and the treated water discharged back to the river. As an emergency supply, that increases the water supply reliability for MOWD’s customers while providing the greatest benefit for the aquatic environment.

To provide the maximum benefit from this project, nitrate levels would need to be closely monitored and operational changes made as necessary. For example, suppose at some future time nitrates at Well No. 8 dropped to 10 mg/L while nitrates were measured to be 30 mg/L at Well Nos. 4 and 7. Rather than pump water from Well No. 8 and leave high nitrate groundwater in place, it would make more sense for the aquatic environment to pump higher nitrate water from Well Nos. 4 and 7 into MOWD’s distribution system. So long as the Maximum Contaminant Level for nitrate is not exceeded, humans can tolerate more nitrate in drinking water than fish can tolerate in the river. As part of any potential project, operating criteria would need to be established to optimize the reliability of the water supply and benefits to the aquatic environment, at a reasonable cost.

Options 3 and 4 provide a very satisfactory answer to a difficult question: If we build a nitrate treatment plant as an emergency backup supply that we will rarely use, what do we do with it the rest of the time? It makes sense to use surplus treatment plant capacity to help the aquatic environment.

Implications for Treatment Plant Design

Maximizing the benefits to the aquatic environment suggests that a treatment method with low operating costs, such as biological treatment, should be a priority, if found to be feasible. Well No. 8 is not deep and pumping costs should be reasonable. In addition, reliability is less of a concern when discharging treated water back into the river, as in Option 4. Benefits to the aquatic environment are cumulative, and a few days plant shutdown would be acceptable from time to time.

To maximize the benefits to the aquatic environment, it would be helpful if the nitrate removal facilities could be skid-mounted or built on wheels so that it could be more easily relocated to whichever well has the highest nitrate levels: MOWD’s Well No. 8 or its Ranchitos Well.

Regulatory Issues

Discharging treated groundwater back to the river near where it is pumped might seem to be environmentally benign, and it probably is. Nevertheless, it would require an NPDES permit from the California Regional Water Quality Control Board. Depending on the level of effort required, the cost of this process could make this project infeasible. On the one hand, a project beneficial to the environment should be simple to permit. On the other hand if they have never before permitted a nitrate removal project for return to surface flows, it might require the development of new rules. Early discussions with the RWQCB should be held to ascertain the level of risk.

It would be risky for MOWD to proceed on its own with nitrate treatment for environmental reasons. Instead, this project, if feasible, should be done as part of a regional solution to local environmental issues. For example, it could form part of the “physical solution” being developed by multiple agencies as part of the City of Ventura’s adjudication of the Ventura River aquifers. Presumably, MOWD would receive credit for its efforts in the form of increased water supply reliability.

Design Flow Capacity

Well No. 8 has a nominal flow capacity of 330 gpm. We are not sure what flow capacity can be maintained during a worst case drought. To balance costs and benefits, a somewhat reduced flow should be used for planning purposes. A flow of 150 gpm might be a reasonable estimate.

The California Department of Water Resources is studying the minimum water needs of people for health and safety purposes (CITE). Recent estimates are that people need about 50 gallons per day for indoor use. MOWD serves around 4,200 people. A mean flow of 150 gpm, over 24 hours, provides about 50 gallons per day for every person served by MOWD. That would not provide water for businesses or agriculture, but people could continue to live in their homes.

Therefore, for planning purposes, it is recommended that the nitrate treatment facilities for Well No. 8 be designed for a treated water flow capacity of 150 gpm. This will reduce costs while supplying a minimum demand sufficient to meet health and safety needs. With any luck, some capacity may remain in MOWD’s other wells to meet the water needs of businesses and allow for other limited water uses. The flow capacity of 150 gpm might be met by treating part of the well water from Well No. 8 and blending it back with the untreated part of the well production.

Blending Option

There appears to be a simple option to use existing pipelines to blend high nitrate water from Well No. 8 with lower nitrate water from Wells No. 4 and No. 7. This option, which depends on the viability of Wells 4 and 7, will be explored. By facilitating the consumption of high nitrate water, the environmental benefits of the project would be maintained at some level, especially if priority is given to pumping the higher nitrate water.

Two Baseloaded Plants

MOWD operates a small pressure filtration water treatment plant at its Well Nos. 1 and 2. Water from those wells is considered to be groundwater under the influence of surface water, and is treated in accordance with the Surface Water Treatment Rule. Though not essential, it may be operationally convenient to run the plant at a fairly steady rate over 24-hours, and turn Wells 4 and 7 on and off for meeting variable or peak demands.

If a nitrate removal plant at Well No. 8 needs to be operated at a fairly steady rate, that might conflict with the preference to baseload the filtration plant. This will have to be considered in the feasibility study. Admittedly, our operators try to keep the tanks full and we could resolve this conflict by allowing the tanks to provide daily regulation storage, as they are designed to do.

Conclusions

As a water supply project alone, nitrate removal at Well No. 8 is only needed in rare emergency conditions, predicated on the risk that Lake Casitas may go dry. As a small resale agency within Casitas MWD, MOWD could simply rely on larger agencies to develop and implement any backup supplies of water that might become necessary. After all, nearly everyone in the Ojai Valley and perhaps Ventura would share the same fate. Certainly, we would not undertake our own project without consulting with Casitas MWD and other agencies.

Nevertheless, it may be helpful to keep all options open. That is the purpose of our feasibility study. If the project could be configured to provide environmental benefits, that might offset the cost of the project in some way.

It is recommended that we proceed with a feasibility study of a dual-use treatment facility and/or blending facility that would extend our emergency backup water supply as well as reduce nutrient levels in the surface water of the Ventura River.

SHORT FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. _____

Agreement entered into at _____ on this date of _____,

by and between: _____

Client:		Consultant:	
Name:		Name:	
Address:		Address:	
City, St, Zip:		City, St, Zip:	
Phone:		Phone:	
Mobile:		Mobile:	
Fax:		Fax:	
Email:		Email:	
License No:		License No:	

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for (hereinafter called "project."):

B. Consultant agrees to perform the following scope of services:

C. Client agrees to compensate Consultant for such services as follows:

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 33, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

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Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit** _____ to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant's instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default under this agreement and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant and otherwise cures any default.

12. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
13. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
14. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.

15. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition

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in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other

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contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.

25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. Consultant is not responsible for the failure of any public agency to approve Consultant's work product.
26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Client Initials	Consultant Initials
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(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

32. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
33. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: _____ Consultant: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date Signed: _____ Date Signed: _____

Client should mail completed contract to the address shown for Consultant.

Exhibit A

July 13, 2021

James Kentosh
Meiners Oak Water District
(Submitted Electronically)

Subject: Preliminary Feasibility Study for Nitrate Removal from MOWD Well No. 8. MKN Associates Scope and Fee

MKN Associates (MKN) is pleased to present to Meiners Oaks Water District (MOWD) this scope and fee to perform a Preliminary Feasibility Study (Study) for Nitrate Removal from MOWD Well No. 8.

The objective of the Study is to evaluate the feasibility of returning Well 8, which has been impacted by high nitrate levels, to service either by treating for nitrate removal or blending with other water supplies. The Study will include evaluation of waste disposal alternatives.

Scope of Work

MKN proposes to perform the following scope of work:

1 TASK GROUP 100 Meetings

MKN will attend a kickoff meeting at MOWD offices or MKN's Ventura office (or, potentially, by video conference). At this meeting, MKN will receive data on Well 8 and the MOWD water system to be used in the evaluation. After review of this information MKN will develop a data needs request for any supplemental information that will be required to complete the feasibility study.

MKN will attend one progress meeting to discuss project alternatives and obtain MOWD's input on the approach to take.

After MOWD's review of the draft Feasibility Study MKN will finalize the report. The report will be delivered electronically.

Assumptions

- Meetings will be held at MOWD offices.
- MOWD will provide all available water quality information for Well 8. If additional analyses are required, MOWD will obtain the samples and have the appropriate analyses performed.
- MOWD will provide system maps in electronic form. If necessary, MOWD will request similar data from Casitas Water District. MKN will specify the information needed from Casitas.

Deliverables

- Kickoff meeting minutes
- Data needs request



Firm Name: MKN & Associates
(S Corporation)

Address: 121 North Fir Street,
Ste G, Ventura, CA 93001

Point of Contact:



Becca Bugielski, PE
Project Manager
bbugielski@mknassociates.us
805.947.4971

2

TASK GROUP 200

Treatment Evaluation

Data received in Task 100 will be used to develop a Basis of Design, which will include raw water quality, system capacity, target product water quality, and any other criteria identified by MOWD.

MKN will prepare projections of performance of IX and RO treatment, including process applicability, treated water quality, water recovery, waste production and quality, energy requirements, chemical requirements, and conceptual plant layouts.

MKN will contact known users and suppliers of biological nitrate removal systems to determine feasibility of the process. If it appears feasible, MKN will request an evaluation of the process from the supplier to support comparison to RO and IX.

Deliverables

- *Basis of Design Technical Memorandum*

3

TASK GROUP 300

System Integration

MKN will review the requirements for integrating nitrate treatment into the MOWD system. This will include:

- Potential blending water sources and locations of blending facilities.
- Review methods of delivering treated or blended water into the MOWD distribution system, including any tanks, pump stations, or piping required.
- Evaluate potential limits on operation due to waste disposal limitations, limits on blending supplies, or other internal or external factors.
- Conceptual site layouts for blending and the selected treatment alternatives.

For blending scenarios, an evaluation of specific operating requirements will be developed such as determining what blending source and volume will be required when Well 8 is in operation.

Assumptions

- *There is sufficient space at the Well 8 site to allow for installation of the treatment equipment. If this is not the case, MOWD will provide assistance in determining a suitable location for the equipment.*

4

TASK GROUP 400

Prepare Feasibility Report

MKN will take the findings of the previous tasks and present them in a draft Feasibility Report for review by MOWD staff. The Feasibility Report will provide conceptual cost estimates and layouts of treatment and blending options. A Fatal Flaw analysis will be provided, as well as a comparison of feasible alternatives.

Following MOWD review of the draft Feasibility Report, MKN will incorporate MOWD's comments and prepare a Final Feasibility Report for presentation to the Board of Directors.

Assumptions

- *The Draft and Final Feasibility Reports will be provided in electronic (.pdf) form*

Deliverables

- Draft Feasibility Report
- Final Feasibility Report

5 TASK GROUP 500 Project Management and Quality Control

MKN will provide effective management of time and budget for the study.

All deliverables will be reviewed by a principal engineer not otherwise associated with the project prior to submittal to MOWD to verify compliance with this Scope of Services and good engineering practice.

Budget

MKN proposes to complete this work on a time and material basis at a not-to-exceed price of \$29,686. A summary of costs by task group is provided below and a detailed breakdown of costs is provided on the attached spreadsheet. Hourly rates are attached but may be revised annually. Other direct costs will be charged with a 10% markup.

Base Project	Budget
Task Group 100- Meetings	\$2,554
Task Group 200- Treatment Evaluation	\$5,970
Task Group 300- System Integration	\$10,770
Task Group 400- Prepare Feasibility Report	\$8,102
Task Group 500- Project Management and QA/QC	\$2,291
Total	\$29,686

Schedule

MKN proposes to complete this work according to the following schedule:

- Kickoff meeting: 2 weeks after Notice to Proceed
- Basis of Design TM: 2 weeks after Kickoff Meeting
- Draft Feasibility Report: 10 weeks after Kickoff Meeting
- Final Feasibility Report: 4 weeks after receipt of comments on Draft Feasibility Report

Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Sincerely,



Becca Bugielski, PE
Project Manager

Meiners Oaks Water District Preliminary Feasibility Study for Nitrate Removal for MOWD Well No. 8											
	Principal Engineer	Senior Project Engineer	Project Engineer/Senior Scientist	Supervising Drafter	Drafting/Design Technician II	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Non-Labor Costs	Total Fee
Hourly Rates	197	186	164	145	135	80					
Task Group 100 Meetings											
Task 101 Kickoff Meeting	2	2	2				6	\$1,094	\$ 183	\$183	\$ 1,277
Task 102 Progress Meeting	2	2	2				6	\$1,094	\$ 183	\$183	\$ 1,277
Subtotal	4	4	4	0	0	0	12	\$ 2,188	\$ 366	\$ 366	\$ 2,554
Task Group 200 Treatment Evaluation											
Task 201 Basis of Design TM	1	1	6				8	\$1,367	\$ 41	\$41	\$ 1,408
Task 202 Ion Exchange Process Evaluation	1	1	8				10	\$1,695	\$ 51	\$51	\$ 1,746
Task 203 Reverse Osmosis Process Evaluation	1	1	8				10	\$1,695	\$ 51	\$51	\$ 1,746
Task 204 Biological Treatment Process Evaluation	1	1	4				6	\$1,039	\$ 31	\$31	\$ 1,070
Subtotal	4	4	26	0	0	0	34	\$ 5,796	\$ 174	\$ 174	\$ 5,970
Task Group 300 System Integration											
Task 301 Recommended Treatment Layout	1	1	6	1	8		17	\$2,592	\$ 78	\$78	\$ 2,670
Task 302 Blending Facilities Layout	1	1	10	1	12		25	\$3,788	\$ 114	\$114	\$ 3,902
Task 303 Waste Disposal Evaluation and Routing	1	4	10	1	10		26	\$4,076	\$ 122	\$122	\$ 4,198
Subtotal	3	6	26	3	30	0	68	\$ 10,456	\$ 314	\$ 314	\$ 10,770
Task Group 400 Prepare Feasibility Report											
Task 401 Draft Feasibility Report	2	4	20	1	4		31	\$5,103	\$ 153	\$153	\$ 5,256
Task 402 Final Feasibility Report	2	2	8	1	4		17	\$2,763	\$ 83	\$83	\$ 2,846
Subtotal	4	6	28	2	8	0	48	\$ 7,866	\$ 236	\$ 236	\$ 8,102
Task Group 500 Project Management and QA/QC											
Task 501 Project Management		6				4	10	\$1,436	\$ 43	\$43	\$ 1,479
Task 502 QA/QC	4						4	\$788	\$ 24	\$24	\$ 812
Subtotal	4	6	0	0	0	4	14	\$ 2,224	\$ 67	\$ 67	\$ 2,291
TOTAL BUDGET	19	26	84	5	38	4	176	\$28,530	\$ 1,156	\$ 1,156	\$ 29,686



Antenna Tower Relocation

Derek Hill, 1923 Meiners Rd “Meiners Rd Tank Site”

On 6-24-2021 I, Justin Martinez GM, met with Derek Hill at the Meiners Rd Tank Site. Derek has proposed a location for the new antenna tower. This new location would put the towers 40’ away from the panel. The ideal location proposed by Mr. Hill would put the tower foundation just off the tank pad on the slope of the hill.

If the board decides to entertain Mr. Hill, the design of the foundation should be reengineered to accommodate the slope; and a soils report will be needed per the engineer’s request. The trenching and installation of the antenna conduit could be done by field staff to cut down on cost.

Scope of Work:

- Soils Report (Earth Systems)
- Re-Engineer Tower Foundation
- Change Order, Tower Foundation (Toro)
- Relocate conduit at panel for antenna cable (Oilfield Electric, Derek Hill)
- Rent a backhoe, trench/install antenna conduit (MOWD Staff)
- Obtain a quote for new antenna cable (Byrd Electronics)

Mr. Hill’s proposed antenna tower location will leave his views to Nordhoff Ridge, The Topa Topa Bluffs and the Santa Ynez Mountains unobstructed.

Exhibit A – Water Allocation Assignment

Meiners Oaks Water District

Based on the Meiners Oaks Water District's determination and concurrence by Casitas Municipal Water District, the following shall be the assigned water allocation for the following meter service accounts:

Table 1- Annual Allocation Assignment for Fiscal Year 20XX-20XX

Service Account No. Service Area Name (Casitas Location)	Stage 1 Allocation for DISTRICT Service Area Demand	Stage Demand Reduction Target at 30%	DISTRICT Water Availability to Service Area	Supplemental Allocation Requested by DISTRICT	Casitas Allocation Assigned to DISTRICT for Fiscal Year _____	
					(AF)	(HCF ²)
41-26115-00 Fairview Rd Sta. 1+65 4"	769.27	538.48	0	538.48	538.48	234,561
97-91132-00 La Luna-Tico Sta 65+45 4"	250	175	0	175	175	76,230
41-26200-00 Hartmann 2"	.27		0	0	0	0
Total	1019.27	713.48	0	713.48	713.48	310,860

1 – AF is defined as an acre-foot of water or 435.6 HCF

2 – HCF is defined as one hundred cubic feet of water

An annual aggregation of the Casitas Allocation and actual water meter readings for account numbers 41-26115-00, and 97-91132-00, and 41-26200-00 will be performed during the month of July following this fiscal year.

The Conservation Penalty assigned by Casitas is **\$ 5.00** per HCF to be applied in accordance with the Casitas Water Allocation and Efficiency Program.

The undersigned agree to the allocations assigned individually to each water service account and the Conservation Penalty:

By: _____ Date: _____
General Manager, Meiners Oaks Water District

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



2021 COLA Increase of 4%

Summary

Throughout past years the Board of Directors has determined COLA increases for staff based on the Los Angeles/Riverside Cost of living index. (2021 attached) This increase, if given, is applied to the salary table for each employee job title.

Fiscal Summary

The Salary line item amount for the fiscal year includes monies for the Payroll Taxes and Retirement Contributions. Due to variable monthly payroll amounts depending on over-time, stand-by time and the number of days within the pay period, the amount due for retirement contributions and payroll taxes will vary. Historically, that percentage is equal to 7-9% of salaries. There are no impacts to the over-all annual budget, only some small adjustments within the line items would occur.

Recommended Action

Payroll increases for staff have been accounted for within the fiscal year budget; therefore, it is recommended that the Board of Directors approve a COLA increase not to exceed 4% for staff.



For Release: Tuesday, July 13, 2021

21-1324-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

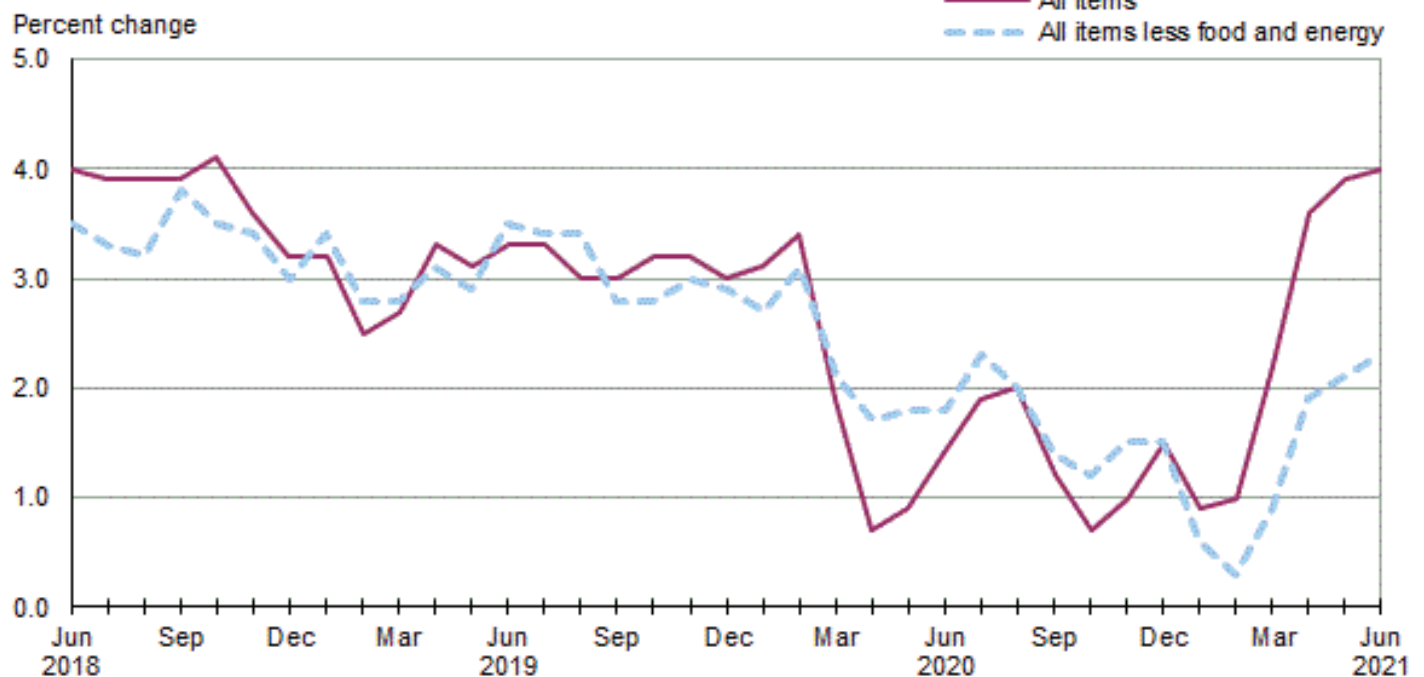
Consumer Price Index, Los Angeles area – June 2021

Area prices were up 0.6 percent over the past month, up 4.0 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.6 percent in June, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the June increase was influenced by higher prices for new and used motor vehicles and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 4.0 percent. (See [chart 1](#) and [table A](#).) Food prices advanced 3.5 percent. Energy prices jumped 27.6 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 2.3 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, June 2018–June 2021





GM Temporary Salary Adjustment

As an exempt employee paid on a salary basis, overtime analysis would not come into play. Exempt employees must earn a fixed salary that is at least two times the minimum wage and perform “exempt” job duties including managing other individuals or departments for more than half the time. Your job description confirms that these prerequisites have been met.

Given this, The Board of Directors could decide to pay you at the same rate and give you additional duties, or to adjust your salary as it determines appropriate.

Please let me know if you have any questions regarding the foregoing.

Thanks,

Susie (Light Gabler Law)

The GM is requesting a temporary salary adjustment of a 20% increase, \$2166.00 per month, from July 16th – October 29st. This will cover the extra work load, standby and duties, in Levi’s Maxwell’s absence while on military leave.

Two week,14 day, rotation:

14 days @ \$62.50/day = \$875.00

8 hrs @1.5 x \$62.50 (Rounds) = \$750.00

6 Call Outs (Average) = \$562.00

\$2187.00



District Summary/Update

- **Casitas Lake Level: 36%**
- **Purchased Water:** The District began purchasing water on 9-28-2020 and returned to producing our water on February 1st.
- **Meiners Rd Tank:** The new antenna tower has been received. Unfortunately the base and no climb sections have not arrived but have shipped.
- **District Work:**
 - Service Leak 312 S Padre Juan
 - New SCADA Panel installed at Meiners Rd tank
 - Start SDS, Safety Data Sheets, for district sites as needed
 - Hawk Equipment; job walk at all well site for chlorine alarms
 - SCBA training for fields staff
 - Service leak; 1010 Fairview
 - Main break; Meiners Rd tank site
 - Temp. Utility Helper, Michael Neary, Start Date 7-13-2021
 - Install hydrant and lateral; 1450 S Rice Rd
 - Re-Pave Meiners Rd; Water Main Replacement
 - Paved 312 S. Padre Juan
 - Dig Alerts and Service Orders. Re-mark old dig alerts still pending work
- **Wells:** NO UPDATE; Wells 1, 2, 4, 7 are all on-line and meeting customer demands. Wells 1 & 2 have manually been slowed down, VFD, and are being monitored closely by field staff as production and water levels are dropping.
- **Staff:** Closed Session

Scheduled/Unscheduled Work

<u>Type of Repair</u>	<u>Cause</u>	<u>Date</u>	<u>Leak Location</u>	<u>Contractor</u>	<u>Amount \$</u>
Service Leak	Poor Bedding/Age	6/16/2021	312 S. Padre Juan	Toro	TBD
SCADA Panel Install	N/A	6/3/2021	Meiners Rd Tank	OilField Electric	\$3648.00
SCBA Training/ Equipment	N/A	7/8/2021	N/A	SeCorp Industries	\$5820.09
Service Leak	Age	7/9/2021	1010 Fairview Rd	Staff	N/A
Main Break	Poor Bedding	7/12/2021	Meienrs Rd Tank	Sam Hill	TBD
Fire Hydrant Install	Leak/Relocation	7/14/2021	1450 S. Rice Rd	Staff	N/A
Re-Pave	Poor Installation	7/15/2021	Meiners Rd	Toro	N/A
Pave	Service Leak	7/15/2021	312 S. Padre Juan	Toro	TBD

Well Drilled Dates & Depths

<u>Well</u>	<u>Date Drilled</u>	<u>Drill Depth</u>
Well #1	1969	65' (Rehab 2018)
Well #2	1969	110' (Rehab 2018)
Well #4	1969	240' (Non-Op)
Well #4 (New)	2018	165'
Well #7	1961	156'
Well #8	1968	144' (Non-Op)

Current Well Levels and Specific Capacity

WELL #1	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	OFF	OFF	31.52	27	34.74	36.1						
RUNNING (ft)	OFF	OFF	OFF	41	43.24	38.3						
DRAW DOWN (ft)	7.7	OFF	OFF	14	8.5	2.2						
Gallons Per Minute (GPM)			OFF	191	187	105						
Specific Capacity (gal/ft DD)	13.0	OFF	OFF	13.86	22	47.73						
WELL #2	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	35.5	28.9	31.23	37	37.4	37						
RUNNING (ft)	OFF	OFF	OFF	49.9	47.4	42.4						
DRAW DOWN (ft)	OFF	OFF	OFF	12.9	10	5.4						
Gallons Per Minute (GPM)			OFF	126	127	82						
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	9.84	12.7	15.19						
WELL #4	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	48.9	28.9	45.70	47.9	52.40	57.6						
RUNNING (ft)	97.0	76.8	77.35	80.3	79.90	81.7						
DRAW DOWN (ft)	48.1	35.9	31.65	32.4	27.5	24.1						
Gallons Per Minute (GPM)			375	388	375	390						
Specific Capacity (gal/ft DD)	7.3	10.1	11.84	11.98	13.63	16.18						
WELL #7	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	53.9	46.9	50.60	54	54.70	60.3						
RUNNING (ft)	62.7	50.1	53.15	58	60.40	64.1						
DRAW DOWN (ft)	8.8	3.2	2.55	4	5.7	3.8						
Gallons Per Minute (GPM)			292	337	278	280						
Specific Capacity (gal/ft DD)	32.9	92.5	114.51	84.25	48.77	73.8						
WELL #8	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	OFF	OFF	OFF	67.6	65.7	68.3						
RUNNING (ft)	OFF	OFF	OFF	OFF	OFF	OFF						
DRAW DOWN (ft)	OFF	OFF	OFF	OFF	OFF	OFF						
Gallons Per Minute (GPM)	OFF	OFF	OFF	OFF	OFF	OFF						
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	OFF	OFF	OFF						

Water Pumped, Sold, Purchased & Water Sales

MONTH	PUMPED (AF)	SOLD (AF)	PURCHASED (AF)	WATER SALES (\$)
JAN	0	40.35	40.35	\$55,869.54
FEB	59.13	43.26	0	\$45,273.85
MAR	45.88	37.35	0	\$38,245.86
APR	54.26	52.05	0	\$52,993.98
MAY	55.31	53.77	0	\$50,789.57
JUN	68.50	68.23	0	\$69,254.64
JUL				
AUG				
SEP				
OCT				
NOV				
DEC				
TOTAL 2021	283.08	295.01	40.35	\$312,427.44
TOTAL 2020	485.71	635.47	197.26	\$657,912.06

Reserve Funds

* Balance at the County of Ventura	\$ 1,408,820.26
Total Taxes	\$ 5732.91
Total Interest from reserve account#	\$ 681.38

Fiscal Year Total Revenues

July 1 st – June 30 th	2020	\$ 1,709,734.59
July 1 st – June 30 th	2021	\$ 1,850,136.41

Bank Balances

* LAIF Balance	\$ 229,731.39
Transferred from L.A.I.F. to General	\$ 0.00
(#) Quarterly Interest from LAIF	\$ 0.00
* Money Market (Mechanics Bank)	\$ 7,622.08
Amount Transferred to Mechanics from County this month	\$ 0.00
Amount Transferred to General Fund from Money Market	\$ 0.00
Monthly Interest received from Money Market	\$.14
General Fund Balance	\$ 14,164.71
Trust Fund Balance	\$ 17,601.89
* Capital Improvement Fund	\$ 14,179.40
(#) Quarterly Interest from Capital Account	\$.13
Total Interest accrued	\$.27

Capital Improvement Projects for 2020-2021
Budgeted capital funds \$ 446,000,000 FY 2020-2021

1. Well 4 Development (Completed)
2. Engineer design report for the treatment plant (100% In Process)
3. Replace 6 inch main for Zone 2 (Completed)
4. El Sol and Lomita Tie-in (Engineerin,TBD)
5. Automate Casitas connection at Fairview and Hwy 33 (Tabled until next year)
6. Two generator purchase and electrical panel upgrades (Complete)
7. Stave replacement at Meiners road tank (Complete)
8. New Meter Reading Software (In Process)
9. New Service Truck (Complete)

Board Secretary Report

July 2021

1. Administrative

- Summer returned from medical leave on 7/12/2021.
- County Environmental – Hazardous Material onsite visit 07/14/2021, completed and reports updated.

2. Financial (any items not covered in separate Financials Report)

- Audit for FY19-20 – *currently engaged in work with C. Fanning.*
- Accounts Receivable – Customer account balance aging during COVID-19 moratorium on disconnections due to non-payment. In March 2021 we mailed individual notices to each delinquent customer, in April 2021 door hangers were placed at each delinquent service location to prompt contacting the office to setup payment arrangements. There has been progress in customer contact and payment arrangements. No flow restrictors have been implemented at this time. *The CA Executive Order 42-20 is set to expire on 9/30/2021. Door hangers informing delinquent customers of the anticipated expiration were delivered on 7/15/2021. Customer' full balances will be due after 9/30/2021, or they can contact the office to setup a 12-month payment plan per Gov. Code §60372(2). After EO 42-20 expires, the "new" 4/1/2020 SB 998 timeline for disconnects for non-payment (>\$200 @ 60 days) will go into effect.*

Class	#Customers (>\$200 bal)	\$ >4 mo	Notes
Residential	12	\$8,265.71	11 of the 12 RES accounts have not made a payment in ≥4 months.
Commercial	0	\$0	
Agriculture	2	\$795.71	(1) Last pmt 6/2021 of \$500 (2) Last pmt 6/2021 of \$400

3. Projects

- Allocation Program –see Discussion/Action item.

4. Billing/Customer Service

- Summary of Billing Statements & Customer Service Orders
- Casitas Connection turned off 2/2/2021.

Month	#Total Service Orders	# Account Owner Changes	Monthly Customer Bill Total	Monthly Casitas Surcharge	Over-Allocation \$ (drought sur)	Other Conservation Penalties
Jan 20	88	5	\$103,517.04	\$0	\$3,060.00	\$0
Feb 20	75	11	\$102,457.21	\$0	\$1,919.00	\$0
Mar 20	109	11	\$104,012.24	\$0	\$1,849.00	\$0
Apr 20	78	9	\$ 94,817.80	\$0	\$1,106.00	\$0
May 20	112	2	\$124,586.74	\$0	\$5,220.00	\$0
Jun 20	201	7	\$144,471.57	\$0	\$9,483.00	\$0
Jul 20	246	27	\$144,736.42	\$0	\$8,937.00	\$0
Aug 20	147	18	\$148,635.97	\$0	\$10,417.00	\$0
Sep 20	210	18	\$164,667.04	\$0	\$14,472.00	\$0
Oct 20	93	12	\$172,773.27	\$23,868.19	\$9,958.00	\$0
Nov 20	79	7	\$172,514.41	\$37,554.48	\$6,779.00	\$0
Dec 20	74	5	\$130,327.05	\$0	\$5,631.00	\$0
Jan 21	89	12	\$115,479.25	\$0	\$2,730.00	\$0
Feb 21	75	13	\$108,605.39	\$0	\$2,460.00	\$0
Mar 21	73	16	\$108,985.68	\$0	\$1,936.00	\$0
Apr 21	125	9	\$127,363.90	\$0	\$5,084.00	\$0
May 21	134	11	\$129,394.85	\$0	\$5,525.00	\$0
Jun 21	72	20	\$147,682.37	\$0	\$9,566.00	\$0

Note: May 2020 over-allocation fees increase attributed to very high Ag consumption, (1) account over 500 units, and (2) accounts both over 850 units each. These reads were verified, and meters did not indicate leaks. Jun-Aug meter readings indicated significant abnormally high consumption, several customer leaks, and increased irrigation overall. Two water conservation warning letters were sent to customers; Field Operators documented irrigation during mid-day hours – next observed violation will result in fine. Sep 50% of SO's were reread for high consumption, 25% were to replace broken meter box lids.

Board of Directors

Board Member	Position	Term Ends	Term Type
Michel Etchart	President	2022	Long Term (Re-elected 2018)
James Kentosh	Vice President	2022	Long Term (Re-elected 2018)
Diana Engle	Director	2024	Long Term (Re-elected 2020)
Christian Oakland	Director	2024	Long Term (Elected 2020)
Vacant as of 6/15/2021	Director	2022	Long Term (Re-elected 2018)

5. Complaints & Compliments

Recommended Actions: *Receive an update from the Board Secretary concerning miscellaneous matters and District correspondence. Provide feedback to staff.*

Attachments: None.



**Prepared by:
MEINERS OAKS WATER DISTRICT**

For the

**Ventura County Resource Conservation District, and
California Wildlife Conservation Board**

***Ventura Watershed Flow Enhancement and Water Resiliency
Regional Framework Project***

**Project 25 – Pumping and Nutrient Balance Project
Agreement No. WC-1844AB
Project ID 2019023**

July 10, 2021

Quarterly Progress Report – April 1 through June 30, 2021

**(Preliminary Feasibility Study for
Nitrate Removal From MOWD Well No. 8)**

Note: The Statement of Services is provided later in this progress report.

Summary of Progress During the Quarter

Our focus during the quarter was on selecting a qualified engineering consulting firm to prepare the feasibility study. As discussed in the prior quarterly report, we sent a Request for Qualifications to three civil engineering firms with experience in nitrate removal projects:

HDR, Inc.
Michael K. Nunley & Associates
Water Systems Consulting, Inc.

All three firms originally expressed an interest in submitting Statements of Qualifications for this project. HDR Inc. sent us a preliminary packet of information on their qualifications, and James Kentosh of MOWD met with them at their office in Ventura to discuss this project. However, some time after the RFQ was sent to the three firms, HDR sent an email stating that they were too busy and would not be submitting a formal SOQ.

Fortunately, on May 10 we received Statements of Qualifications from MKN & Associates and from WSC Inc. After reviewing them we were satisfied with the qualifications of the two firms and elected not to delay the project by requesting a statement from a third firm. The two statements of qualifications are available in electronic format, upon request.

To evaluate and compare the two firms, we separately interviewed both MKN & Associates and WSC Inc. on June 8. The interview panel consisted of MOWD director James Kentosh, a retired civil engineer; MOWD director Chris Oakland, an electrical engineer; and MOWD general manager Justin Martinez. Both firms performed well in the interviews, and the interview panel felt that either firm could do a good job. Nevertheless, the interview panel was unanimous in its finding that MKN & Associates held a slight edge over WSC Inc., based primarily on the extensive experience of its proposed principal-in-charge, Chris Martin.

At MOWD's June 15 regularly scheduled board meeting, the interview panel made a recommendation to the full board that an agreement be negotiated with the top ranked firm. The board voted to authorize the development of an agreement with MKN & Associates.

The process of developing an agreement has been underway since that time, delayed somewhat by vacations and absences of key personnel. (Many of us are resuming life after COVID-19.) If possible, we will have the final agreement and scope approved by the MOWD board on July 20. If necessary, we may delay the approval until MOWD's August board meeting.

Also during the quarter, MOWD has prepared a draft document, *White Paper on the Need for Nitrate Removal at MOWD Well No. 8*. It is intended to present this information to the board of MOWD for discussion at a future board meeting or workshop, and to receive any comments from the public. This information will help shape the direction of the feasibility study, Task 25. A draft of this report is available upon request.

Also, in preparation for the initiation of the feasibility study, MOWD has prepared a draft document, *MOWD Well No. 8 Nitrate Data Summary Report*. That report provides historical nitrate levels in Well No. 8 and nearby wells.

Contracting with the selected firm and beginning the feasibility study is our highest priority at this stage.

Reimbursable Expenses During the Quarter

We had modest reimbursable expenses during the quarter. By way of explanation, one of our directors, James Kentosh, is a retired civil engineer (CA Registration C34895). He is guiding this project through the consultant selection and contracting process, on a pro-bono basis. This approach reduces MOWD's expenses and extends the effectiveness of the grant funding to accomplish the goals of this task.

Our board secretary, who normally handles grant invoicing, is away on medical leave. As a small agency, we have limited staffing to handle shortfalls. Since our expenses for the quarter are relatively small (less than \$500), we prefer to postpone submission for reimbursement at this time. Therefore we are not submitting a disbursement request form this quarter. If acceptable to VCRCDC, we will add those expenses to our next quarter's reimbursement request.

Goals for Next Quarter

Our accomplishments for the previous quarter are as follows:

- Received and reviewed Statements of Qualifications
- Interviewed two highly ranked firms
- Received MOWD Board authorization at its June board meeting
- Began negotiating an agreement and scope of work with the selected firm
- Began gathering and analyzing relevant information to support the work
- Prepared a draft white paper on the need for the project

Our goals for next quarter include the following:

- Execute an agreement with an engineering firm for the work
- Hold a kickoff meeting for the project
- Fulfill the engineers' data request
- Develop a preferred approach for the project
- Begin preparation of the feasibility study

Questions

If there are any questions on this Progress Report, please call Summer at (805) 646-2114 for financial/administrative questions; or Jim Kentosh at (805) 646-2622 or via email at kentosh@meinersoakswater.com with technical questions.

**Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework
Grant Agreement No. WC-1844AB
Project ID 2019023
Period 4/1/2021 through 6/30/2021**

Statement of Services

Progress Report #4

Section 1. Activities performed during the quarter

Invoiced Services

No refundable invoiced services were performed.

Match Services

Modest match services were performed in the quarter. As explained in the status report, and due to a staffing shortfall, we hope to submit invoices for those services next quarter.

Section 2. Percentages of Tasks Completed as of the End of the Quarter

Task 1 – Project Management – 10%

Task 2 – Integrated Water Management Framework and Action Identification – 5%

Task 3 – Final (100%) Design Plans, Due Diligence, and Permitting – 2%

Task 4 – Regional Guidance and Recommendations – Not part of MOWD’s work

Task 5 – Education and Outreach – Not part of MOWD’s work

Section 3. Deliverables Completed for Each Task as of the End of the Quarter

Task 1 – Project Management – 10%

1) Invoices and Progress Reports – 5%

Four progress reports have been prepared.

2) Copies of Executed Subcontracts (>\$10,000) – 0%

No subcontracts executed.

3) Draft Final and Final Report (including all related data) – 0%

Task 2 – Integrated Water Management Framework and Action Identification – 5%

1) Draft Appendix to Pumping and Nutrient Balance Project Report – 5%

Began work on this task in the quarter.

2) Management Strategies: Recommendations for Water Managers for Water Resiliency – 2%

Began work on this task in the quarter.

Task 3 – Final (100%) Design Plans, Due Diligence, and Permitting – 2%

Project 25 – Pumping and Nutrient Balance Project – 1%

- ◆ Feasibility Study – 2%
 - Evaluate methods of nitrate removal – 2%
Negotiating an agreement.
 - Evaluate brine disposal options – 2%
Negotiating an agreement.
 - Estimate project costs – 0%
Negotiating an agreement.
 - Study blending options – 5%
Began studying blending options. A simple option has been identified.
 - Develop project approach and schedule – 2%
Negotiating an agreement.
- ◆ Coordinate with OVSD for brine disposal options
No work performed on this task.
- ◆ Refined estimate of potential instream flow benefits
Began work on this task. See the draft White Paper.

Section 4. Problems/Delays and Proposed Resolution

Delays due to coronavirus issues are resolved. We have resumed face to face meetings and have access to available data. We expect to meet the project deadline of March 2022.

Section 5. List of Proposed Activities and Tasks for the Next Quarter

Our goals for the next quarter are as follows:

- Execute an agreement with an engineering firm for the work
- Hold a kickoff meeting for the project
- Fulfill the engineers' data request
- Develop a preferred approach for the project
- Begin preparation of the feasibility study