



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/399908133>

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

ACCESS CODE: 399-908-133

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))

August 17, 2021 at 6:00 pm.

1. Call meeting to order

2. Roll call

3. Approval of the minutes: July 16, 2021, Special Meeting

July 20, 2021, Regular Meeting

July 28, 2021, Special Meeting

August 2, 2021, Special 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.

5. Elected Officials – Oath of Office

- Loni Anderson, Director

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:*

6. 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 6:45 p.m.**)**

7. Financial matters

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

Payables – \$ 80,317.17

Payroll – \$ 41,362.83

Total – \$ 121,680.00

8. Board action and/or discussion

- a) Approval of agreement with MKN & Associates for preparation of a nitrate removal feasibility study. (Kentosh) - Attachment
Recommended Action: Approve MKN & Associates agreement with MOWD.
- b) Discuss nitrate removal feasibility study goals. (Kentosh)
Recommended Action: Discuss and provide direction to staff.
- c) Discuss and consider options for Director Compensation, provide direction to staff. (Etchart) - Attachments
Recommended Action: Discuss and provide direction to staff.
- d) Approval of new crane and installation for the new District service truck of \$14,848.56. (Martinez) - Attachments
Recommended Action: Approve purchase and installation of new service truck crane.
- e) Allocation Program: (1) Receive update on the billing system configuration progress; (2) Discuss the Artesian (203 E. El Roblar) new allocation and MWAC structure, provide direction to staff. (Ward/Engle)
Recommended Action: Provide staff direction to staff.

- f) Review and approve MOWD information update to include in the customer billing statements for August 31st. (Kentosh) – Attachment
Recommended Action: Approve informational bill insert.

9. General Manager's Report

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

10. Board Secretary's Report

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

11. 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

12. Old Business

- State Water
- Water Supplier Partnership
- Matilija Dam Removal Update
- Nitrate Removal – CA Wildlife Conservation Grant

13. Director Announcements/Reports

14. Adjournment The next scheduled Regular Board meeting is September 21, 2021.

Special Meeting

July 16, 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 6:03 pm via teleconference.

2. Roll Call

Present: Board President, Mike Etchart, Board Directors: James Kentosh, Diana Engle, and Christian Oakland. Staff Present: General Manager, Justin Martinez; Board Secretary, Summer Ward.

Absent: None.

3. Approval of the Minutes - No minutes to approve.

4. Public Comments - No public present.

5. Board Discussion/Actions

a. Board Director Candidate Interviews (30 minutes each)-(Etchart/Kentosh)

Director Etchart welcomed each candidate and provided a brief overview of the interview and appointment process. Each candidate was interviewed by the Directors, for 30-minutes each. The candidates interviewed were (in order) John Russell, Loni Anderson and Paula Power. The interview questions included: (1) What interested you most about becoming a MOWD board member; (2) Experience serving on a Board in the past; (3) Please share with us your personal and professional experiences that you would bring to the position with the District; (4) Please share how a potential Board appointment would fit in with your personal, work, and other commitments; and (5) What questions do you have for us?

Following each interview, Director Etchart reiterated the District's appreciation for the candidate's interest and time. The appointment vote will take place on Tuesday, July 20, 2021 during open session of the Regular Board Meeting. Director Etchart and all Directors expressed gratitude for having three highly qualified candidates.

No Public Comment.

No motion.

6. **Meeting Adjournment**

There being no further business to conduct at this time, Board President, Mike Etchart adjourned the meeting at 7:48 pm.

Board Secretary

Board President

DRAFT

Regular Meeting

July 20, 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, Diana Engle, and Christian Oakland. Staff Present: General Manager, Justin Martinez. Attorney Present: Stuart Nielson and Greg Jones (closed session only).

Absent: None.

3. Approval of the Minutes

Approval of June 15, 2021, Regular Meeting Minutes

Director Kentosh made the motion to approve June 15, 2021, regular meeting minutes. Director Oakland seconded the motion.

No public comment.

Kentosh/Oakland

Roll Call Vote:

Etchart - Y Engle- Abstain Kentosh - Y Oakland – Y

All Ayes – M/S/C

4. Public Comments

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

****The Board went into closed session at 6:08 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/

****The Board adjourned closed session at 6:45 pm****

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

6. **Financial Matters**

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

Payables: \$146,239.19

Payroll: \$ 36,659.89

Total: \$182,899.08

Director Oakland made the motion to the Payroll and Payables from June 16 to July 15, 2021. Director Engle seconded the motion.

No public comment.

Oakland/Engle

Roll Call Vote:

Etchart - Y

Engle- Y

Kentosh - Y

Oakland – Y

All Ayes – M/S/C

7. **Board Discussion/Actions**

a. Nomination of new MOWD Board Director to fill vacancy. (Etchart/Kentosh)

Director Etchart shared that this was a hard process to go through, as we have three absolutely fantastic candidates, John, Loni and Paula. On behalf of MOWD thank you!

Director Oakland made the motion to appoint Loni Anderson to fill the vacant Director position on the MOWD Board. Director Engle seconded the motion.

Each Director shared that all candidates were highly qualified.

Public Comment:

Ms. Von Gunten stated that she regrets having missed the special meeting but in no position to make an opinion and supports the Board decision.

Ms. Anderson expressed her gratitude for the appointment to Director.

Oakland/Engle

Roll Call Vote:

Etchart - Y

Engle- Y

Kentosh - Y

Oakland – Y

All Ayes – M/S/C

**b. Discuss and consider approval of the Draft FY 21/22 Fiscal Budget.
(Kentosh/Martinez)**

Mr. Martinez introduced the budget overview, along with Directors Kentosh and Oakland. The new rate structure will help us address some of the increases in the budget. The committee's goal was to be realistic and also address some deferred maintenance, capital projects.

Director Kentosh recommended adopting the draft budget, and make any necessary adjustments later if needed.

Director Kentosh made the motion to approve the FY 2021-2022 Fiscal Budget. Director Engle seconded the motion.

Director Oakland requested clarification if nitrate removal was included in the budget. Director Kentosh explained that yes, \$7,000 towards the grant funding for this fiscal year.

Director Engle requested update on the fiscal impact with reserves, income, etc. Director Kentosh replied that the allocation program delays will delay the new rate structure, so revenue is delayed. A draft budget using the current rates will be provided for the interim.

No Public Comment

Kentosh/Engle

Roll Call Vote:

Etchart - Y

Engle- Y

Kentosh - Y

Oakland – Y

All Ayes – M/S/C

c. Discuss and consider approval of MKN & Associates agreement for the nitrate removal feasibility study. (Kentosh)

Director Kentosh stated that attorney comments are pending, this item will be tabled until the August meeting.

No motion.

d. Discuss and provide direction to GM regarding Meiners Rd. antenna tower location scope of work. (Martinez)

Mr. Martinez reported that he met with property owner Mr. Hill, discussed new location site. The relocation area was discussed with the Executive Committee. The new location will require a soils test prior to the re-engineering. The reengineering due to the slope of the area will result in change orders for the conduit and footings. In total the project will cost about \$20,000. Currently, requesting approval for \$3,500 to have Earth Systems complete the soils test.

Director Engle made the motion to approve up to \$3,500 for the Meiners Rd tank relocation soils report from Earth Systems. Director Kentosh seconded the motion.

Mr. Martinez to bring back details for remaining work, once the soils test is completed.

Public Comment:

Mr. Hill thanked the Board for moving forward with the relocation.

Engle/Kentosh

Roll Call Vote:

Etchart - Y Engle- Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

e. Discuss and approve Casitas Allocation MOU for FY21/22. (Martinez/Kentosh)

Mr. Martinez stated that there is no change in the base allocation, only a modification in how the allocation is split between the connections.

Director Kentosh made the motion to approve the FY 21/22 Casitas Allocation MOU. Director Engle seconded the motion.

No Public Comment

Kentosh/Engle

Roll Call Vote:

Etchart - Y Engle- Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

f. Discuss and provide direction to staff regarding the allocation program billing system modification delays. (Engle/Ward)

Ms. Ward reviewed that the District has been challenged in getting the vendor to make the necessary customizations to the billing system to accommodate the new allocation

program for over a year. Ms. Ward requested assistance in looking into all options for getting assistance with moving this project to completion. Customer updates provided on website and will be included on upcoming bill message.

Director Etchart and Engle expressed support in pursuing additional help and even consider other billing system options, if it is not possible to make the needed changes. Ms. Ward will send the Tyler Technology contact to Attorney Nielson for review.

Director Engle requested this be a standing agenda item every meeting until it gets resolved.

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

No Public Comment

No motion.

g. Discuss and consider approval of annual COLA increase of 4% based on the consumer price index for Los Angeles/Riverside areas. (Martinez)

Mr. Martinez requested this item be tabled.

No motion.

h. Discuss and consider approval of temporary salary increase of 20% for GM from 7/16/2021 – 10/29/2021, during staff military leave.

Mr. Martinez stated that due to the military leave of Levi Maxwell from July 16 – Oct 29, 2021; he is requesting a temporary 20% salary adjustment, equaling \$2,166 per month. Mr. Martinez will be filling the on-call rotation 14 days out of the month, including weekend rounds and customer emergency calls; Mr. Erickson will continue covering his half of the month. Mr. Martinez added that the new temporary helper is not licensed as an operator, and will not be able to cover the call schedule.

Director Etchart noted that this is a considerable amount of additional work above and beyond his GM duties. This matter was referred to the labor attorney for review and this temporary adjustment is the legal and appropriate way to compensate him for the after-hours call coverage.

Director Engle requested clarification on the calculations. Mr. Martinez explained that each of the two operators take one week of call at a time, a total of two weeks per month, with an average of 6 call outs. This coverage would normally be paid out to Levi at this hourly rate, this was adjusted for the GM hourly rate.

Director Engle made the motion to approve the temporary GM salary adjustment of \$2,187 a month from July 16-Oct 29, 2021. Director Kentosh seconded the motion.

No Public Comment

Engle/Kentosh

Roll Call Vote:

Etchart - Y Engle- Y Kentosh - Y Oakland – Y

All Ayes – M/S/C

8. General Manager's Report

Mr. Martinez reported that the Casitas Lake level is down to 36%. MOWD is close to turning on the lower Casitas connection, to help keep up with demand. The plan will be to start with the normal lower zone and monitor pressures, then work inward to offset demand on the wells and fill up tanks.

A new SCADA panel was installed at the Meiners Rd. tank; staff is preparing updated Safety Data Sheets and binders for all District sites. SCBA equipment and training for field staff has been completed and is in use; additionally Hawk was onsite to perform a job walk for getting specifications and pricing for a chlorine alarm system. Temporary Utility Helper, Michael Neary, was hired and started July 13. There was a service leak on Fairview and a main break near the Meiners tank. Mr. Martinez reported that a hydrant and lateral were installed on S. Rice following that main line leak. Paving projects this month included re-paving Meiners Rd and an area on S. Padre Juan.

No Public Comment.

9. Board Secretary's Report

Ms. Ward presented the monthly Board Secretary report, highlighting that the annual CERS reports were approved and onsite inspection completed. Of note, the CA Executive Order 42-20 which placed a moratorium on disconnections for non-payment, is set to expire September 30, 2021. In preparation, Ms. Ward prepared individualized door hangers for each customer that would be in danger of disconnection for non-payment. Ms. Ward provided those customers with their past due and full balances, the government code sections for reference and options for setting up payment plans. Once the Executive Order 42-20 expires, the previously approved SB 998 extended timeline for disconnections would go into effect, whereby an account must be over \$200 and greater than 60 days past due prior to disconnection.

No Public Comment.

10. Board Committee Reports

- Executive Committee: The committee met to discuss the temporary GM salary increase and the new Director Appointment process.
- UVRGA: Director Engle stated that the GSA has been meeting up to 3 times per month, they are at an important part where the modeling and decisions are getting articulated

into the plan chapters. The plan will be put out for public review in the next few weeks. It will continue to be intense throughout this phase of the GSP development. Director Engle is spending many hours, performing consultant level work for free, outside of the multiple meetings. Director Engle requested that Attorney Nielson research options for a special stipend or other compensation for this additional work, all relevant and necessary for the UVRGA. Additionally, Director Engle has been re-elected UVRGA Chair, again!

- Budget/Rate Committee: No update.
- Emergency Management Committee: No update.
- Staff Procedures Committee: No update.
- New Meters & Expansion of Services Committee: No update.

11. **Old Business**

- State Water: No update.
- Water Supplier Partnership: No update.
- Matilija Dam Removal Update: No update.
- Nitrate Removal: CA Wildlife Conservation Grant: Director Kentosh authored a white paper that will be included in the August agenda for review and discussion. Director Engle request that Director Kentosh coordinate with the GSA on the groundwater/surface water areas of the white paper.

12. **Director Announcements/Reports**

- Director Engle: No report.
- Director Oakland: No report.
- Director Kentosh: Requested that the Board add Oath of Office for Loni Anderson to the Special Meeting agenda.
- Director Etchart: VRWD has a bedrock well in their yard that is producing up to 800 GPM. Mr. Martinez added they have two in their yard producing 800 and 1,000 GPM. Director Etchart requested this item be added to a future agenda for further discussion, and consider including Hydrogeologist, Jordan Kear, for those discussions. Congratulations, again to Loni!

****The Board went into closed session at 8:09 pm****

13. **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.

- Personnel Matters

****The Board adjourned closed session at 8:24 pm****

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

14. **Meeting Adjournment**

There being no further business to conduct at this time, Board President, Mike Etchart adjourned the meeting at 8:28 pm.

Board Secretary

Board President

DRAFT

Special Meeting

July 28, 2021

5:00 pm

Meiners Oaks Water District

202 W. El Roblar Drive

Ojai, CA 93023-2211

Minutes

The meeting was called to order at 5:00 pm.

1. Call to Order

The meeting was called to order by the Board President, Mike Etchart, at 5:01 pm via teleconference.

2. Roll Call

Present: Board President, Mike Etchart, Board Directors: James Kentosh, Diana Engle, and Christian Oakland. Staff Present: General Manager, Justin Martinez; Board Secretary, Summer Ward. Attorneys: Stuart Nielson and Greg Jones.

Absent: None.

3. Approval of the Minutes - No minutes to approve.

4. Public Comments - No public present.

****The Board went into closed session at 5:03 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.

- 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 6:15 pm****

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

6. Meeting Adjournment

There being no further business to conduct at this time, Board President, Mike Etchart adjourned the meeting at 6:16 pm.

Board Secretary

Board President

Special Meeting

August 2, 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, Diana Engle, and Christian Oakland. Staff Present: General Manager, Justin Martinez; Board Secretary, Summer Ward. Attorney: Stuart Nielson.

Absent: None.

3. Approval of the Minutes - No minutes to approve.

4. Public Comments - No public present.

5. Board Discussion/Actions

a. Approve newly created Assistant General Manager & Board Secretary salaried position, and appoint Summer Ward, with a starting salary of \$96,000, retroactive to July 1, 2021. (Etchart/Kentosh) - Attachment

Director Engle made the motion to approve the creation of the new position of Assistant General Manager & Board Secretary with a salary range of \$85,000-\$120,000, as described in the attached document. Director Kentosh seconded the motion.

Director Engle requested clarification on the 5th bullet point, which staff this position will supervise. Mr. Martinez stated this position will help cover supervision of field staff during his absence and vice versa.

No Public Comment.

Engle/Kentosh

Roll Call Vote:

Etchart - Y

Engle- Y

Kentosh - Y

Oakland – Y

All Ayes – M/S/C

Special Meeting Minutes

August 2, 2021

Director Oakland made the motion to appoint Summer Ward to the newly created position of Assistant General Manager & Board Secretary with a starting salary of \$96,000, retroactive to July 1, 2021. Director Engle seconded the motion.

Director Engle thanked everyone who helped address this so swiftly.

Director Etchart stated that they are pleased to have created this position and excited to have Summer stay with the District.

Ms. Ward thanked the Board and General Manager for their effort, support and acknowledgement.

No Public Comment.

Oakland/Engle

Roll Call Vote:

Etchart - Y

Engle- Y

Kentosh - Y

Oakland – Y

All Ayes – M/S/C

6. **Meeting Adjournment**

There being no further business to conduct at this time, Board President, Mike Etchart adjourned the meeting at 6:07 pm.

Board Secretary

Board President

OATH OF OFFICE

(California Government Code §1360)

MEINERS OAKS WATER DISTRICT

STATE OF CALIFORNIA }

 } ss.

COUNTY OF VENTURA }

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

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

Signature

Subscribed and sworn to before me this 17 day of AUGUST, 2021.

By: _____

Signature & Title



Meiners Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 07/16/2021 - 08/15/2021

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							
ADVANTAGE MOWD10	Anvantage Physical Therapy Invoice	07/30/2021	08/11/2021 Pre-Employment Testing	Regular	0.00 0.00	500.00 500.00	9838
AT&T 01840721 08330721	AT&T Invoice Invoice	07/13/2021 07/19/2021	07/28/2021 Office Phones Office Phones	Regular	0.00 0.00 0.00	796.02 210.37 585.65	9814
AUTOSU 523522 523656	Automotive Supply - Ojai Invoice Invoice	07/13/2021 07/15/2021	08/11/2021 Windshield Wash Battery for Crew Truck	Regular	0.00 0.00 0.00	185.73 3.42 182.31	9839
BADGER 80078809	Badger Meter Invoice	07/29/2021	08/11/2021 Beacon Service Agreement	Regular	0.00 0.00	900.00 900.00	9840
DRAGANCHUK 251248	Boyd & Associates Invoice	08/01/2021	08/11/2021 Security Alarm	Regular	0.00 0.00	95.85 95.85	9841
ERICKSON 21071400	Bradley Erickson Invoice	07/13/2021	08/11/2021 Reimbursement Work Shirts	Regular	0.00 0.00	57.76 57.76	9842
CALPERS INV0001781	California Public Employees' Retirement Invoice	07/15/2021	07/31/2021 Health	Bank Draft	0.00 0.00	3,380.26 3,380.26	DFT0001316
CALPERS INV0001793	California Public Employees' Retirement Invoice	07/31/2021	07/31/2021 Health	Bank Draft	0.00 0.00	2,910.78 2,910.78	DFT0001326
CALPERS 71421	California Public Employees' Retirement Invoice	07/14/2021	07/28/2021 Active Admin Fee	Bank Draft	0.00 0.00	486.38 486.38	DFT0001335
GASB 10000001651263	CALPERS Invoice	08/06/2021	08/11/2021 GASB-68	Bank Draft	0.00 0.00	700.00 700.00	DFT0001342
CAL-STATE 192343	Cal-State Invoice	07/17/2021	07/28/2021 Portable Toilet	Regular	0.00 0.00	121.36 121.36	9815
CAL-STATE 194423	Cal-State Invoice	08/09/2021	08/11/2021 Portable Toilet	Regular	0.00 0.00	115.73 115.73	9843
CMWD 261150721 262000721 300650721	Casitas Municipal Water District Invoice Invoice Invoice	07/30/2021 07/30/2021 07/30/2021	08/11/2021 Fairview Standby Hartmann Allocation Tico & La Luna Standby	Regular	0.00 0.00 0.00 0.00	2,077.03 943.84 189.35 943.84	9844
CLEANCO 1371	Cleancoast Janitorial Invoice	07/27/2021	07/28/2021 July Janitorial	Regular	0.00 0.00	240.00 240.00	9816
VCRMA IN0216578	County of Ventura, RMA Invoice	07/26/2021	08/11/2021 Cross Connection Contract	Regular	0.00 0.00	313.49 313.49	9845
DATAP 3P54528 DP2102621	Dataprose LLC Invoice Invoice	07/30/2021 07/31/2021	08/11/2021 Bill Stuffer Billing & Postage	Regular	0.00 0.00 0.00	1,804.72 134.41 1,670.31	9846
DOCUPRO 225504	DocuProducts Corporation Invoice	08/02/2021	08/11/2021 Copier Maintenance	Regular	0.00 0.00	498.81 498.81	9847

Check Report

Date Range: 07/16/2021 - 08/15/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
EJHAR	E. J. Harrison Rolloffs, Inc.		07/28/2021	Regular	0.00	310.80	9817
281300721	Invoice	07/15/2021	Office Trash		0.00	89.90	
994260721	Invoice	07/15/2021	3 Yard Dumpster		0.00	220.90	
ERTHSYS	Earth Systems Southern California, Inc.		07/28/2021	Regular	0.00	1,750.00	9818
VEN-21-07-012	Invoice	07/28/2021	Soils Test		0.00	1,750.00	
FGLENV	FGL Environmental		07/28/2021	Regular	0.00	510.00	9819
107538A	Invoice	07/21/2021	Samples		0.00	208.00	
108334A	Invoice	07/09/2021	Samples		0.00	85.00	
108939A	Invoice	07/16/2021	Samples		0.00	85.00	
108946A	Invoice	07/16/2021	Samples		0.00	132.00	
FGLENV	FGL Environmental		08/11/2021	Regular	0.00	1,570.00	9848
106624A	Invoice	08/04/2021	Samples		0.00	85.00	
108663A	Invoice	07/23/2021	Samples		0.00	30.00	
108664A	Invoice	07/23/2021	Samples		0.00	30.00	
108665A	Invoice	08/05/2021	Samples		0.00	208.00	
108666A	Invoice	08/05/2021	Samples		0.00	208.00	
108941A	Invoice	08/05/2021	Samples		0.00	175.00	
108943A	Invoice	07/23/2021	Samples		0.00	400.00	
108945A	Invoice	07/23/2021	Samples		0.00	59.00	
108947A	Invoice	07/23/2021	Samples		0.00	30.00	
108948A	Invoice	08/05/2021	Samples		0.00	175.00	
109388A	Invoice	07/26/2021	Samples		0.00	85.00	
109785A	Invoice	07/27/2021	Samples		0.00	85.00	
GUARDIAN	Guardian		07/28/2021	Regular	0.00	570.84	9812
INV0001782	Invoice	07/15/2021	Dental		0.00	303.30	
INV0001794	Invoice	07/31/2021	Dental		0.00	267.54	
GUARDIAN	Guardian		07/28/2021	Regular	0.00	43.72	9820
7690460721	Invoice	07/15/2021	Admin Fee		0.00	43.72	
HLTHNE	Health Net Life Insurance Company		07/28/2021	Regular	0.00	53.25	9821
61790721	Invoice	07/07/2021	Life Insurance		0.00	53.25	
HCS	Herum/Crabtree/Suntag		08/11/2021	Regular	0.00	1,296.27	9849
100401	Invoice	07/26/2021	SBCK vs VTA		0.00	1,296.27	
INFDEC	Informed Decision		08/11/2021	Regular	0.00	58.75	9850
14870	Invoice	07/31/2021	Background Check		0.00	58.75	
JCI	JCI Jones Chemical, Inc.		07/28/2021	Regular	0.00	1,174.80	9822
860406	Invoice	07/15/2021	Chlorine		0.00	1,174.80	
LGABLER	Light Gabler		07/28/2021	Regular	0.00	120.00	9823
57982	Invoice	07/07/2021	Employment Consulting		0.00	120.00	
LGABLER	Light Gabler		08/11/2021	Regular	0.00	360.00	9851
58916	Invoice	08/09/2021	Employment Counseling Attorney		0.00	360.00	
MAR	MAR Lawn & Landscape, Inc.		08/11/2021	Regular	0.00	190.00	9852
12045	Invoice	08/01/2021	Monthly Landscape Maintenance		0.00	190.00	

Check Report

Date Range: 07/16/2021 - 08/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
MOHARD	Meiners Oaks Hardware	08/11/2021	Regular	0.00	508.33	9853
973691	Invoice	07/06/2021	Batterie used for mobile PH sensor	0.00	7.76	
973920	Invoice	07/07/2021	File Chain Saw/Long File	0.00	7.11	
974108	Invoice	07/09/2021	Parts for service leak 1010 Fairview	0.00	34.32	
974127	Invoice	07/09/2021	Tools for Brad and Justins Trucks	0.00	13.51	
974356	Invoice	07/12/2021	Key and Tools for Well # 1 and Meters	0.00	35.83	
974540	Invoice	07/13/2021	Gloves/Rubber Washer Hose	0.00	8.37	
974569	Invoice	07/14/2021	Shovels	0.00	45.85	
974654	Invoice	07/14/2021	Dry concrete Mix for Rice Hydrant	0.00	30.82	
974668	Invoice	07/14/2021	Knobby Wheel	0.00	38.60	
974907	Invoice	07/16/2021	Rebar/Pipe Thread	0.00	11.48	
975185	Invoice	07/19/2021	Marking Paint	0.00	38.61	
975502	Invoice	07/22/2021	Rake/Shovel/Loppers,etc.	0.00	236.07	
MNEARY	Michael Neary	07/28/2021	Regular	0.00	200.00	9824
9643438	Invoice	07/11/2021	Reimbursement Work Jeans	0.00	200.00	
MNEARY	Michael Neary	08/11/2021	Regular	0.00	163.88	9854
4914	Invoice	07/21/2021	Reimbursement Work Shirts	0.00	163.88	
MITEC	MiTec Solutions LLC	07/28/2021	Regular	0.00	50.00	9825
71962	Invoice	07/15/2021	Splashop/Antivirus	0.00	50.00	
MITEC	MiTec Solutions LLC	08/11/2021	Regular	0.00	908.09	9855
1060299	Invoice	07/29/2021	Remote Labor	0.00	308.75	
1060349	Invoice	08/04/2021	Remote Labor	0.00	237.50	
72356	Invoice	08/01/2021	Exchange/Web Hosting/ShareSync	0.00	263.84	
72431	Invoice	08/01/2021	Off Site Back Up	0.00	98.00	
NCK&K	Nelson Comis Kettle & Kinney, LLP	08/11/2021	Regular	0.00	3,705.00	9856
4507	Invoice	08/03/2021	Attorney Fees	0.00	3,705.00	
OFFDEP	Office Depot	08/11/2021	Regular	0.00	137.88	9857
184772661001	Invoice	07/29/2021	Paper/Dividers	0.00	51.59	
184803758001	Invoice	07/30/2021	Clipboards	0.00	86.29	
OBC	Ojai Business Center, Inc.	08/11/2021	Regular	0.00	21.96	9858
16198	Invoice	07/31/2021	Maps	0.00	21.96	
PATHIAN	Pathian Administrators	07/28/2021	Regular	0.00	111.84	9813
INV0001784	Invoice	07/15/2021	HSBS	0.00	55.93	
INV0001796	Invoice	07/31/2021	HSBS	0.00	55.91	
PERS	Public Employees' Retirement System	07/31/2021	Bank Draft	0.00	250.00	DFT0001315
INV0001780	Invoice	07/15/2021	457 Withholdings	0.00	250.00	
PERS	Public Employees' Retirement System	07/31/2021	Bank Draft	0.00	2,524.44	DFT0001317
INV0001783	Invoice	07/15/2021	PERS	0.00	2,524.44	
PERS	Public Employees' Retirement System	07/31/2021	Bank Draft	0.00	250.00	DFT0001325
INV0001792	Invoice	07/31/2021	457 Withholdings	0.00	250.00	
PERS	Public Employees' Retirement System	07/31/2021	Bank Draft	0.00	2,571.60	DFT0001327
INV0001795	Invoice	07/31/2021	PERS	0.00	2,571.60	
PERS	Public Employees' Retirement System	07/31/2021	Bank Draft	0.00	39.32	DFT0001336
INV0001804	Invoice	07/16/2021	PERS	0.00	39.32	
PERS	Public Employees' Retirement System	08/10/2021	Bank Draft	0.00	109.17	DFT0001340
10000001650683	Invoice	08/01/2021	Unfunded Accrued Liability	0.00	109.17	
PERS	Public Employees' Retirement System	08/10/2021	Bank Draft	0.00	2,443.25	DFT0001341
10000001650682	Invoice	08/01/2021	Unfunded Accrued Liability	0.00	2,443.25	

Check Report

Date Range: 07/16/2021 - 08/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SAMHIL	Sam Hill & Sons, Inc.	07/28/2021	Regular	0.00	4,668.53	9826
3842	Invoice	07/19/2021	Water Main Repair	0.00	4,668.53	
SOS	Secretary Of State	08/11/2021	Regular	0.00	6.00	9859
SF-4052021	Invoice	08/09/2021	Update Roster	0.00	6.00	
SCE	Southern California Edison Co.	07/28/2021	Regular	0.00	8,667.14	9827
OFFELE0721	Invoice	07/27/2021	Office Electricity	0.00	289.90	
TNKFRM0721	Invoice	07/27/2021	Tank Farm	0.00	27.90	
WELL1-0721	Invoice	07/27/2021	Well 1	0.00	917.38	
WELL2-0721	Invoice	07/27/2021	Well 2	0.00	796.82	
WELL4&70721	Invoice	07/27/2021	Well 4&7	0.00	5,840.36	
WELL80721	Invoice	07/27/2021	Well 8	0.00	175.65	
Z-20721	Invoice	07/27/2021	Zone 2	0.00	87.93	
Z-2FIRO721	Invoice	07/27/2021	Zone 2 Fire	0.00	127.68	
Z-2PWR0721	Invoice	07/27/2021	Zone 2 Power	0.00	387.85	
Z-3FIRO721	Invoice	07/27/2021	Zone 3 Fire	0.00	15.67	
SCGAS	Southern California Gas Co.	08/11/2021	Regular	0.00	4.60	9860
0464	Invoice	07/29/2021	Office Heat	0.00	4.60	
WHARF	The Wharf	08/11/2021	Regular	0.00	163.89	9861
193530	Invoice	07/13/2021	Work Clothes for Neary	0.00	163.89	
UAOFSC	Underground Service Alert of So.Ca.	08/11/2021	Regular	0.00	70.29	9862
720210451	Invoice	08/01/2021	Digalerts	0.00	57.85	
dsb20203821	Invoice	08/01/2021	California State Fee	0.00	12.44	
UVRGA	Upper Ventura River Groundwater Agency	07/28/2021	Regular	0.00	21,451.57	9828
1011	Invoice	07/19/2021	2021-22 Semi-Annual Period Invoice	0.00	21,451.57	
USBANK	US Bank Corporate Pmt. System	08/11/2021	Regular	0.00	6,302.69	9863
AMAZON0702	Invoice	07/02/2021	Gloves	0.00	42.88	
AMAZON0716	Invoice	07/16/2021	Soap/Trash Bags	0.00	46.07	
AMAZON0719	Invoice	07/19/2021	Little Fan	0.00	34.31	
INDEED0705	Invoice	07/05/2021	Job Posting	0.00	13.06	
LOGMEIN0719	Invoice	07/19/2021	Remote Meetings	0.00	10.00	
OSS0712	Invoice	07/12/2021	Storage Unit	0.00	184.00	
PRIME0721	Invoice	07/21/2021	Membership	0.00	13.93	
REALVNC0701	Invoice	07/01/2021	Associated With Splashtop	0.00	81.36	
SECORP0713	Invoice	07/13/2021	Face Masks/Training	0.00	5,820.09	
WHARF0714	Invoice	07/14/2021	Work Shirts	0.00	56.99	
VRWC	Ventura County Resource Conservation District	07/28/2021	Regular	0.00	550.00	9829
20212022	Invoice	07/06/2021	Ventura River Watershed Coordinator Pos	0.00	550.00	
VERIZON	Verizon Wireless	08/11/2021	Regular	0.00	172.81	9864
9885014298	Invoice	07/26/2021	Cell Phones	0.00	172.81	

Check Report

Date Range: 07/16/2021 - 08/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
WRIGHT EXP	WEX Bank	07/28/2021	Regular	0.00	1,072.54	9830
<u>72889871</u>	Invoice	07/15/2021	Fuel	0.00	1,072.54	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	46	0.00	64,651.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	15,665.20
EFT's	0	0	0.00	0.00
	113	57	0.00	80,317.17

PR \$41,362.83

Meiners Oaks Water District

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

Expenditures	Month of July	Year To Date	Budget Approp	Approp Bal 07/31/21	Current August	Approp FY Bal To Date
Salaries	39,173.12	39,173.12	600,000.00	560,826.88	-	560,826.88
Payroll Taxes	3,132.41	3,132.41	45,000.00	41,867.59	-	41,867.59
Retirement Contributions	5,340.68	5,340.68	55,000.00	49,659.32	-	49,659.32
Group Insurance	6,373.31	6,373.31	96,000.00	89,626.69	-	89,626.69
Company Uniforms	642.52	642.52	4,500.00	3,857.48	-	3,857.48
Phone Office	796.02	796.02	9,000.00	8,203.98	-	8,203.98
Janitorial Service	551.36	551.36	4,400.00	3,848.64	305.73	3,542.91
Refuse Disposal	310.80	310.80	4,500.00	4,189.20	-	4,189.20
Liability Insurance	53,916.53	53,916.53	54,000.00	83.47	-	83.47
Workers Compensation	10,893.82	10,893.82	18,000.00	7,106.18	-	7,106.18
Wells	-	-	10,000.00	10,000.00	-	10,000.00
Truck Maintenance	185.73	185.73	3,500.00	3,314.27	-	3,314.27
Office Equipment Maintenance	184.00	184.00	5,000.00	4,816.00	498.81	4,317.19
Security System	-	-	600.00	600.00	95.85	504.15
Cell Phones	172.81	172.81	4,500.00	4,327.19	-	4,327.19
System Maintenance	130.77	130.77	100,000.00	99,869.23	-	99,869.23
Safety Equipment	5,871.34	5,871.34	6,000.00	128.66	-	128.66
Laboratory Services	1,229.00	1,229.00	12,000.00	10,771.00	851.00	9,920.00
Membership and Dues	2,403.00	2,403.00	9,000.00	6,597.00	-	6,597.00
Printing and Binding	21.96	21.96	2,500.00	2,478.04	-	2,478.04
Office Supplies	242.19	242.19	6,000.00	5,757.81	-	5,757.81
Postage and Express	1,804.72	1,804.72	11,000.00	9,195.28	-	9,195.28
B.O.D. Fees	900.00	900.00	15,000.00	14,100.00	-	14,100.00
Engineering & Technical Services	-	-	30,000.00	30,000.00	-	30,000.00
Computer Services	2,573.40	2,573.40	17,000.00	14,426.60	599.34	13,827.26
Other Prof. & Regulatory Fees	1,599.33	1,599.33	40,000.00	38,400.67	70.29	38,330.38
Public and Legal Notices	13.06	13.06	2,000.00	1,986.94	6.00	1,980.94
Attorney Fees	-	-	75,000.00	75,000.00	4,065.00	70,935.00
GSA Fees	21,451.57	21,451.57	50,000.00	28,548.43	-	28,548.43
VR/SBC/City of VTA Law Suit	1,296.27	1,296.27	75,000.00	73,703.73	-	73,703.73
Rental Equipment	-	-	-	-	-	-
Audit Fees	-	-	25,000.00	25,000.00	-	25,000.00
Small Tools	338.37	338.37	5,000.00	4,661.63	-	4,661.63
Election Supplies	-	-	2,500.00	2,500.00	-	2,500.00
Water Purchase	-	-	150,000.00	150,000.00	-	150,000.00
CMWD Standby Charges	2,077.03	2,077.03	20,000.00	17,922.97	-	17,922.97
Treatment Plant	1,174.80	1,174.80	20,000.00	18,825.20	-	18,825.20
Fuel	1,072.54	1,072.54	13,000.00	11,927.46	-	11,927.46
Travel Exp./Seminars	-	-	2,000.00	2,000.00	-	2,000.00
Utilities	294.50	294.50	3,500.00	3,205.50	-	3,205.50
Power and Pumping	8,377.24	8,377.24	80,000.00	71,622.76	-	71,622.76
Meters	-	-	10,000.00	10,000.00	-	10,000.00
Total Expenditures	174,544.20	174,544.20	1,695,500.00	1,520,955.80	6,492.02	1,514,463.78
Water Distribution System	-	-	-	-	-	-
<i>Fairview Connection (FY22-23)</i>	-	-	-	-	-	-
<i>Well 8 Nitrate Removal/Blending</i>	-	-	8,000.00	8,000.00	-	8,000.00
<i>4 Valve Replacements/Deadends</i>	-	-	100,000.00	100,000.00	-	100,000.00
<i>Tank Cleaning</i>	-	-	6,000.00	6,000.00	-	6,000.00
<i>El Sol to Lomita Tie-In Engineering</i>	-	-	5,000.00	5,000.00	-	5,000.00
<i>Repairs to Meiners Rd. 80K Gallon Tank</i>	1,750.00	1,750.00	30,000.00	28,250.00	-	28,250.00
Structures and Improvements	-	-	-	-	-	-
<i>Chlorine Alarms</i>	-	-	40,000.00	40,000.00	-	40,000.00
<i>T.P. Final Eng. 100% Design</i>	-	-	175,000.00	175,000.00	-	175,000.00
<i>Treatment Plant Set-Aside Fund</i>	-	-	200,000.00	200,000.00	-	200,000.00
<i>Wells 4&7 CL 17</i>	-	-	15,000.00	15,000.00	-	15,000.00
Office Machines	-	-	-	-	-	-
<i>Radio/Cellular Meters (FY22/23)</i>	-	-	-	-	-	-
Field Equipment	-	-	-	-	-	-
<i>Sounder</i>	-	-	2,500.00	2,500.00	-	2,500.00
<i>New Truck Generator</i>	-	-	3,500.00	3,500.00	-	3,500.00
<i>Welder</i>	-	-	3,500.00	3,500.00	-	3,500.00
<i>Air Compressor (Tow Behind)</i>	-	-	16,000.00	16,000.00	-	16,000.00
<i>Crane for New Truck</i>	-	-	15,000.00	15,000.00	-	15,000.00
<i>New Truck Tools</i>	-	-	5,000.00	5,000.00	-	5,000.00
Appropriations for Contingencies	4,699.35	4,699.35	100,000.00	95,300.65	-	95,300.65
Total CIP Spending	6,449.35	6,449.35	724,500.00	718,050.65	-	718,050.65
GRAND TOTAL	180,993.55	180,993.55	2,420,000.00	2,239,006.45	6,492.02	2,232,514.43

Report of Income as of 7/31/2021

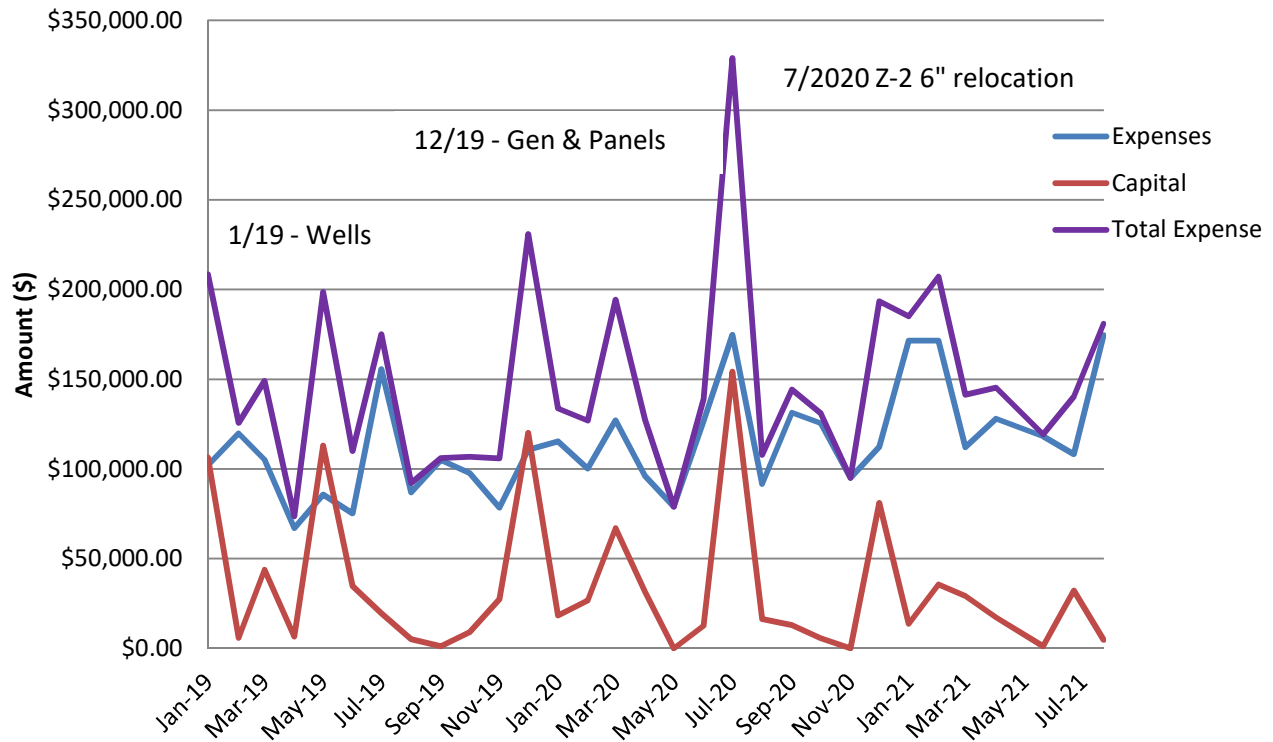
Income	Month of July	Year To Date	Budget Approp	Approp Bal 07/31/19
Interest	--	747.03	--	747.03
Taxes	--	718.24	--	718.24
Pumping Charges	--	288.75	--	288.75
Fire Protection	--	136.08	--	136.08
Meter & Inst. Fees	--	--	--	--
Water Sales	--	78,149.92	--	(78,149.92)
¹ Casitas Water/Standby	--	930.46	--	930.46
MWAC Charges	--	63,457.65	--	(63,457.65)
MCC Chg.	--	6,849.35	--	(6,849.35)
² Misc. Income	--	7,128.98	--	7,128.98
Late & Delinquent Chgs.	--	35.00	--	35.00
Conservation Penalty	--	--	--	--
Capital Improvement	--	--	--	--
Drought Surcharge	--	9,333.35	--	9,333.35
	--	--	--	--
	--	--	--	--
	--	--	--	--
TOTAL INCOME	--	167,774.81	--	(167,774.81)

Note:

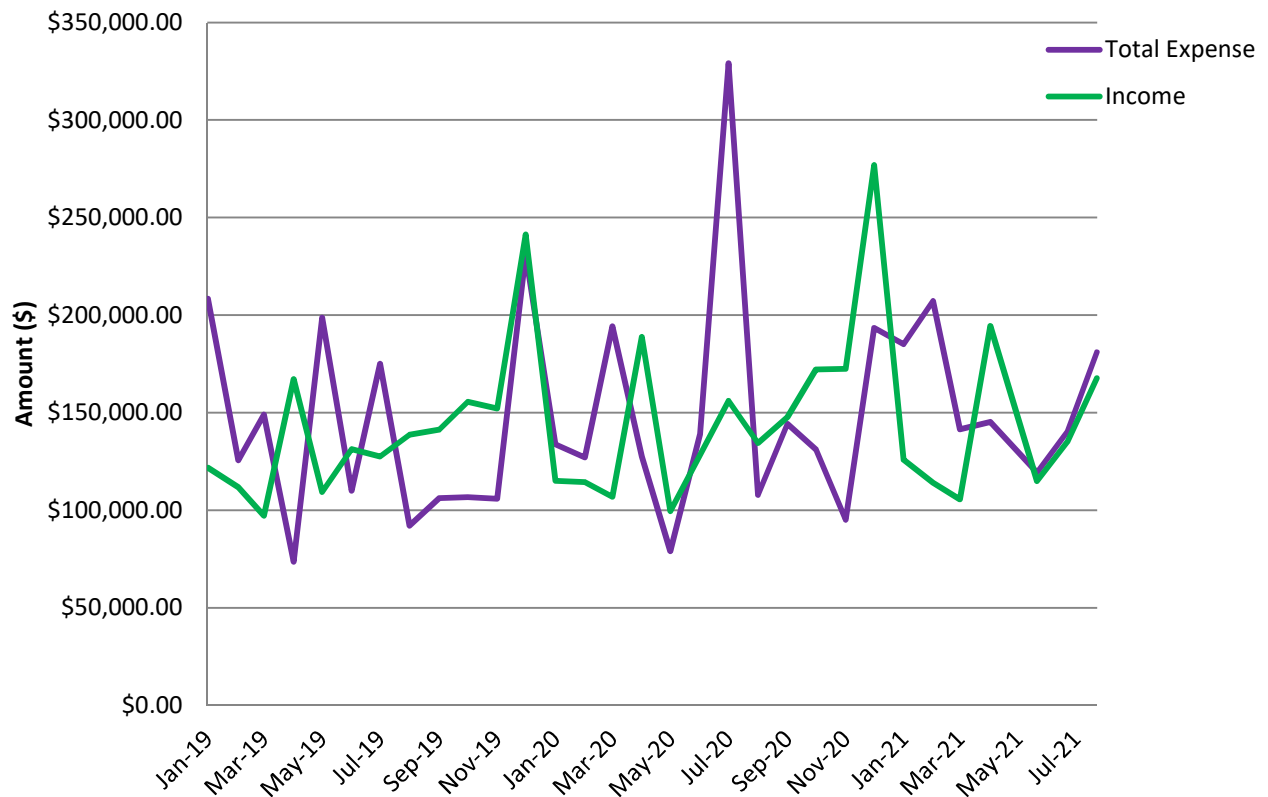
¹ This line item is necessary because these sales are tracked in the expenditures

² This line item includes: Payment from Hotline for hitting our water line

MOWD Monthly Expenses



MOWD Income & Expenses



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

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

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

Client Initials	Consultant Initials
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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.

(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, additionally two signed paper copies of the Final Feasibility Report will be provided to the District*

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

Staff - General Manager/Secretary, Singleton.

APPROVAL OF MINUTES:

No additions or corrections to the minutes of the September 15, 1998 meeting. M/S/C Johnson/Wright Jr., to approve the minutes.

PUBLIC COMMENTS:

No public comments.

GUEST SPEAKER, JAY PADDOCK:

President Burr adjourned the meeting at 7:35 pm and Mr. Paddock spoke on his seeking election to the Casitas Water District. President Burr called the meeting back to order at 7:46 pm.

FINANCIAL MATTERS:

Approval of the bills payable from September 16, 1998 through October 15, 1998 in the amount of \$40,250.26. M/S/C Wright Sr.,/Roddick to approve.

PUBLIC HEARING:

President Burr opened the meeting for Public Hearing on the ordinance 98-10-20 to amend the compensation authorized to be paid to the Directors. Since there was no public comment, President Burr closed the Public Hearing.

Ordinance No. 98-10-20.

Director Wright Sr., offered Ordinance 98-10-20 to be read by title only. M/S/C Roddick/Wright Jr., to accept the ordinance of the Meiners Oaks County Water District amending the compensation authorized to be paid to the Directors pursuant to Water Code Section 20200, et. seq.

Roll Call---5 Yes

0 No

Now, therefore, be it ordained by the Board of Directors as follows:

On or after the effective date of this ordinance, the compensation of the Directors of Meiners Oaks County Water District shall be increased to \$150.00 per meeting provided that compensation shall not be paid for more than a total of three meetings in any calendar month.

NOTE:

This ordinance shall be effective sixty (60) days from the date of its passage. (After December 19, 1998.)

VENTURA RIVER STEELHEAD:

On-going agenda item. The plan for H. C. P. is looking to cost from \$300-500 thousand and the participating agencies are

Meeting of 10-20-98

Meiners Oaks Water District

Board Member Reimbursement for Attending Groundwater Sustainability Act Meetings

Resolution 062116-1


WHEREAS, Meiners Oaks Water District (MOWD) relies on a sustainable supply of groundwater from the Upper Ventura River Basin; and


WHEREAS, the Sustainable Groundwater Management Act (SGMA) provides local agencies with a framework for managing groundwater basins in a sustainable manner. In accordance with SGMA, MOWD is forming a Groundwater Sustainability Agency (GSA) in partnership with Ventura River Water District, Casitas Municipal Water District, the County of Ventura, and the City of San Buenaventura. MOWD will appoint one Board member to serve as a director of the GSA and appoint another to serve as an alternate director for the GSA; and

WHEREAS, California Government Code Section 53232.1(b) allows MOWD to pay compensation to its directors by adopting, in a public meeting, a written policy specifying the types of occasions that constitute the performance of official duties.

NOW, therefore, be it resolved that

1. Attendance by MOWD's appointed board member(s) at meetings of the GSA Formation Committee, at publicly-noticed meetings of the GSA board, and at GSA-related public meetings, all constitute part of the official duties of the appointed board member(s). This finding also applies to any MOWD board member when serving as an alternate GSA director in the absence of the appointed board member.
2. MOWD will pay its board members, who participate in such meetings in an official capacity, at the same rate as for attending MOWD regular board meetings.


MOWD Board President
James Kentosh


Secretary to the Board
Mike Hollebrands



Service Truck “Crane purchase and Installation”

In April of 2021 the district purchased a new crew truck with a custom utility bed made by Scelzi Equipment. The bed was designed and prepared for a Venturo ET12KX-15 Service Crane.

The GM is requesting approval to purchase the crane that has been previously recommended for our new crew truck by Scelzi Equipment, and approved in the FY 21-22 budget.

FY 21-22 Capital Budget: \$15,000

Quote: \$14, 848.56 Labor and Installation

SCELZI EQUIPMENT, INC.

P.O. BOX 12066
FRESNO, CA 93776

Quote

Date	Quote #
5/26/2021	1124228

Name / Address
MEINER OAKS WATER DISTRICT 202 W EL ROBLAR DR OJAI, CA 93023 ATTN; JUSTIN (805)646-2114

Rep	Project
DV	

Description	Qty	Total
PN# EGAAAC-0000 - Venturo ET12KX-15 Service Crane (3500 lbs / 12,000 ft-lbs / 7' - 15' Hyd/Manual Boom / 65' of 1/4" Wire Rope / 360-Degree Continuous Power Rotation / 12V DC Winch / Power Rotation, Elevation & Extension / Corded & Wireless Remote Control)	1	12,256.00T
PN# 22946-250 - 250 AMP Circuit Breaker Kit	1	84.00T
EST SHIPPING FOR CRANE	1	575.00
#7238 AUXILIARY BATTERY	1	154.39T
#7304009 - BATTERY BOX	1	21.38T
#1315-200 - BATTERY BOX SEPARATOR	1	184.91T
LABOR @ 140.00 AN HR TO INSTAL VENTURO ET12KX-15 CRANE AND AUX BATTERY	4	560.00
* 1-2 WEEK LEAD TIME ON CRANE.		
* INSTALL TO BE DONE AT OUR FRESNO LOCATION. CUSTOMER TO WILL CALL.		
WO# 211566 MOD# SBD-132-94-49-38-V SN# 032167121 VIN# MG519963 2021 DODGE 4500, 4X4, REG CAB, DRW, DIESEL, WHITE, 84"CA, Fresno County Sales Tax		1,012.88
Total		\$14,848.56

Meiners Oaks Water District
Status Report on the Drought and your Allocations
August 2021

Here is an update on Meiners Oaks Water District:

- ◆ We have not increased our water rates since the start of the pandemic.
- ◆ In 2020 we implemented a moratorium on disconnections of water service due to non-payment. That moratorium is set to expire September 30, 2021. If you are behind on your water bills, please call us to arrange a payment plan.
- ◆ We adopted a budget for Fiscal Year 2021-2022. Our financial reserves are adequate to allow us to delay a rate increase until later this year.
- ◆ Earlier this year we adopted a new allocation program that conforms with Casitas MWD's *Water Efficiency and Allocation Program*. However, we are not yet billing customers based on their new allocations.
- ◆ Within the next several months we plan to propose a moderate increase in our water rates, based on the new allocations and the need to fund a replacement treatment plant. We will send information to you in advance, and will hold public hearings to receive your comments.
- ◆ Due to the pandemic, our offices remain closed to the public, and we are still holding our board meetings via teleconference. You are invited to attend – please see our website for a link.

Meanwhile the drought continues. Casitas MWD's *Comprehensive Water Resources Plan* (posted on their website) finds that there is a small chance that Lake Casitas could “go dry” during the current drought. On the plus side, Casitas MWD is diligently pursuing other supplemental water supplies to reduce that risk. In addition, MOWD has received a grant from the California Wildlife Conservation Board to determine the feasibility of reducing high nitrates in one of our wells, to provide a backup supply during droughts. Removing excess nutrients from the watershed will also benefit the aquatic environment of the Ventura River.

Please feel free to call us if you have any questions.

(805) 646-2114

www.meinersoakswater.com



District Summary/Update

- **Casitas Lake Level: 35.1%**
- **Purchased Water:** The District began purchasing water from Casitas at the S. La Luna Connection on 7-27-2021
- **Meiners Rd Tank:** Waiting on soils report from Earth Systems
- **District Work:**
 - Tough Pad; Paperless
 - Turn on south Casitas Connection
 - Service Leak; 145 Besant Rd.
 - Dig Test holes/Soil samples; Meiners Rd Tank
 - Expand service area for lower Casitas connection
 - Dig Alerts and Service Orders.
- **Wells:** Wells 1, 2, 4, 7 are all on-line and supplying about 2/3 of the district. Wells 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>
Turn on Casitas	N/A	7/27/2021	S. La Luna	N/A	N/A
Service Leak	Poor Bedding/Age	7/30/2021	145 Besant Rd	Sam Hill	\$3,010.00
Soils Report	N/A	8/2/2021	Meiners Rd Tank	Earth Systems	\$3500.00
Excavate Test Holes	Soils Report	8/2/2021	N/A	DTL	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	39.2					
RUNNING (ft)	OFF	OFF	OFF	41	43.24	38.3	40.95					
DRAW DOWN (ft)	7.7	OFF	OFF	14	8.5	2.2	1.75					
Gallons Per Minute (GPM)			OFF	191	187	105	104					
Specific Capacity (gal/ft DD)	13.0	OFF	OFF	13.86	22	47.73	59.42					
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	40.95					
RUNNING (ft)	OFF	OFF	OFF	49.9	47.4	42.4	44.1					
DRAW DOWN (ft)	OFF	OFF	OFF	12.9	10	5.4	3.15					
Gallons Per Minute (GPM)			OFF	126	127	82	59					
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	9.84	12.7	15.19	18.73					
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	67.3					
RUNNING (ft)	97.0	76.8	77.35	80.3	79.90	81.7	80.4					
DRAW DOWN (ft)	48.1	35.9	31.65	32.4	27.5	24.1	13.1					
Gallons Per Minute (GPM)			375	388	375	390	197					
Specific Capacity (gal/ft DD)	7.3	10.1	11.84	11.98	13.63	16.18	15.03					
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	70.2					
RUNNING (ft)	62.7	50.1	53.15	58	60.40	64.1	73.5					
DRAW DOWN (ft)	8.8	3.2	2.55	4	5.7	3.8	3.3					
Gallons Per Minute (GPM)			292	337	278	280	172					
Specific Capacity (gal/ft DD)	32.9	92.5	114.51	84.25	48.77	73.8	52.12					
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	72.6					
RUNNING (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
DRAW DOWN (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
Gallons Per Minute (GPM)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
Specific Capacity (gal/ft DD)	OFF	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	68.5	68.23	0	\$69,254.64
JUL	74.30	66.27	1.46	\$78,149.92
AUG				
SEP				
OCT				
NOV				
DEC				
TOTAL 2021	179.31	187.23	41.81	\$390,577.36
TOTAL 2020	485.71	635.47	197.26	\$657,912.06

Reserve Funds

* Balance at the County of Ventura	\$ 1,310,097.71
Total Taxes	\$ 718.24
Total Interest from reserve account#	\$ 559.21

Fiscal Year Total Revenues

July 1 st – July 31 st	2020	\$ 156,105.31
July 1 st – July 31 st	2021	\$ 167,774.81

Bank Balances

* LAIF Balance	\$ 229,918.96
Transferred from L.A.I.F. to General	\$ 0.00
(#) Quarterly Interest from LAIF	\$187.57
* Money Market (Mechanics Bank)	\$ 7,622.21
Amount Transferred to Mechanics from County this month	\$100,000.00
Amount Transferred to General Fund from Money Market	\$ 0.00
Monthly Interest received from Money Market	\$.13
General Fund Balance	\$ 94,615.66
Trust Fund Balance	\$ 17,874.53
* Capital Improvement Fund	\$ 14,159.81
(#) Quarterly Interest from Capital Account	\$.12
Total Interest accrued	\$ 187.82

Capital Improvement Projects for 2021-2022
Budgeted capital funds \$ 724,000.00 FY 2021-2022

1. Well 8 Nitrate Feasability Study
2. Engineer design report for the treatment plant (100% In Process)
3. Valve Replacements
4. El Sol and Lomita Tie-in (Engineering,TBD)
5. Tank Cleaning and Inspection
6. Remove Meiners Rd Tank & Antenna Tower Install
7. Chlorine Gas Alarms at well sites
8. Install CL17 at Wells 4 & 7
9. Crane for New Service Truck
10. Air Compressor
11. Service Truck Generator
12. Service Truck Welder
13. Service Truck Tool
14. Leak Detector/Sounder
15. Appropriations and Contingencies

Board Secretary Report

August 2021

1. Administrative

- Researching archived resolutions, ordinances and District policies, developing plan to upload active documents to website.
- Developing a cybersecurity and disaster plan for business operations, in consult with Mitec.
- Direct Deposit is available to all Directors, contact Brandi for details.
- Customer contact information update forms – good response (>200 received first week).

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

- Audit for FY19-20 – *nearing completion 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. 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. Updated door hangers will be distributed week of August 16. 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)	All Balances \$ >2 mo	Notes
Residential	19	\$14,048.21 (29 accounts)	23 of the 29 RES accounts have not made a payment in the past 4 months.
Commercial	1	\$475.89	Customer thought account was on auto-pay, will submit check for balance.
Agriculture	2	\$1,111.61	(1) Last pmt 7/2021 of \$400 (2) Last pmt 7/2021 of \$642

3. Projects

- Allocation Program –see Discussion/Action item.
- Paperless tracking forms for field staff.

4. Billing/Customer Service

- Summary of Billing Statements & Customer Service Orders
- Casitas Connection turned on 7/27/2021.

Month	#Total Service Orders	# Account Owner Changes	Monthly Customer Bill Total	Monthly Casitas Surcharge	Over-Allocation \$ (drought)	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
Jul 21	139	8	\$145,721.09	\$0	\$8,865.00	\$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;

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)
Loni Anderson	Director	2022	Appointed July 2021

5. Complaints & Compliments

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

Attachments: None.