



## **BOARD OF DIRECTORS REGULAR MEETING AGENDA**

Due to the ongoing COVID-19 pandemic, all meetings of the Board will be conducted via teleconference until further notice, in accordance with CA AB 361.

**JOIN BY COMPUTER:** <https://meet.goto.com/301778317>

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

**ACCESS CODE:** 301-778-317

*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))*

**September 20, 2022 at 6:00 pm.**

- 1. Call meeting to order**
- 2. Roll call**
- 3. Approval of the minutes:** August 16, 2022, Regular Meeting
- 4. Public comment for items not appearing on the agenda**

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

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card or send a virtual “chat” note, to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board’s consideration of that item.

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

### **5. Closed Session Items**

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

**Regular Agenda (\*\*Reconvene Regular Meeting, Estimated Time 6:30 p.m.\*\*\*)**

## 6. Financial matters

Approval of Payroll and Payables from August 16, 2022, to September 15, 2022, in the amount of:

Payables – \$ 90,340.64

Payroll – \$ 51,282.97

Total – \$141,623.63

## 7. Board action and/or discussion

- a) Approve Resolution 20220920: AB 361 – Brown Act: Remote Meetings During a State of Emergency, subsequent to Resolution 20220815. (Ward) – Attachment  
Recommended Action: Approve Resolution 20220920.
- b) Approve Financial Audit FY 2021-2022 Engagement with Fanning & Karrh, CPAs, up to \$21,400 (Budget \$25,000). (Martinez) – Attachment.  
Recommended Action: Authorize General Manager to sign FY21-22 Financial Audit Engagement Letter with Fanning & Karrh, CPAs, up to \$21,400.
- c) Discuss and consider nominations for Ventura Local Agency Formation Commission. (Etchart/Martinez) – Attachment  
Recommended Action: Discuss and consider vote to approve a nomination.
- d) Approve district truck repairs for up to \$10,500. (Martinez) – Attachments  
Recommended Action: Approve district truck repairs at Crown Dodge for up to \$10,500.
- e) Approve district server replacement and disaster backup appliance, not to exceed \$26,000. (Ward/Martinez) – Attachment  
Recommended Action: Approve district server replacement and disaster backup appliance, not to exceed \$26,000.
- f) Approve Well Siting Study with Hopkins Groundwater Consultants not to exceed \$15,000. (Martinez) – Attachments  
Recommended Action: Approve Hopkins Groundwater Consultants well siting study, not to exceed \$15,000.
- g) Approve draft “Use of District Vehicles” policy. (Martinez) –Attachment  
Recommended Action: Approve “Use of District Vehicles” policy
- h) Approve draft “New Meters & Expansion of Services” policy. (Kentosh/Anderson/Martinez) – Attachments  
Recommended Action: Approve “New Meters & Expansion of Services” policy
- i) Discuss the Watershed Progressive engagement. (Anderson/Cooper) –Attachment  
Recommended Action: Discuss and provide direction to Grants Committee.

- j) Approve Will-Serve Letter request for W. El Roblar, 260 E. El Roblar (Revised), and 157 S. Pueblo. (Kentosh/Martinez) –Attachments  
Recommended Action: Approve Will-Serve Letter requests.
- k) Discuss and consider approval of Easement request. (Martinez) –Attachment  
Recommended Action: Consider approval of easement request and/or provide direction to GM.

#### **8. General Manager's Report**

The Board will receive an update from the General Manager on District operations and maintenance.

#### **9. Board Secretary's Report**

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

#### **10. Board Committee Reports**

- Executive & Personnel Committee
- Upper Ventura River Groundwater Agency
- Allocation, New Meters & Expansion of Services Committee
- Budget & Rate Committee
- Grants Committee
- Emergency Management Committee

#### **11. Old Business**

- State Water
- Matilija Dam Removal Update

#### **12. Director Announcements/Reports**

#### **13. Adjournment:** The next scheduled Regular Board meeting is October 18, 2022.

Regular Meeting

August 16, 2022

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 6:01 pm via teleconference.

### **2. Roll Call**

**Present:** Board President, Mike Etchart, Board Directors: James Kentosh, Christian Oakland, Loni Anderson, and Christy Cooper. Staff Present: General Manager, Justin Martinez, and Board Secretary, Summer Ward. Attorneys Present: Stuart Nielson.

**Absent:** None

### **3. Approval of the Minutes**

**Approval of 30, 2022, Special Meeting Prop 218 Public Hearing and July 19, 2022, Regular Board Meeting minutes.**

Director Anderson made the motion to approve the June 30, 2022, Special meeting and July 19, 2022, Regular meeting minutes, with two revisions. Director Kentosh seconded the motion.

Director Anderson requested revisions to her statements in sections 7j and 7k. Director Cooper made a clarifying statement to a reference made in section 7j, that she has the utmost respect for all that has been done, in relation to the drought and management of new meters and expansion of services. Ms. Ward will make the requested revisions to the July 19, 2022 minutes.

No public comment.

Anderson/Cooper

### **Roll Call Vote:**

Etchart - Y

Kentosh - Y

Oakland – Y

Anderson – Y

Cooper - Y

(5) Ayes- M/S/C

### **4. Public Comments**

- (10) members of the public present, no comments at this time.

**\*\*The Board went into closed session at 6:10 pm\*\***

Regular Meeting Minutes

August 16, 2022



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 vs. SWRCB, San Francisco Supreme Court, Case# CPF-14-513875
  - Special District RMA v. SCE, SDRMA#7238 Meiners Oaks WD 12/06/2017-Thomas Fire

**\*\*The Board adjourned closed session at 6:29 pm\*\***

Attorney S. Nielson stated that the Board discussed pending litigation in a closed session, and no action was taken.

6. **Financial Matters**

**Approval of Payroll and Payables from July 16, 2022 to August 15, 2022, in the amount of:**

Payables:	\$112,437.07
Payroll:	<u>\$ 40,725.24</u>
Total:	\$153,162.31

Director Anderson made the motion to the Payroll and Payables from July 16, 2022, to August 15, 2022. Director Kentosh seconded the motion.

No public comment.

Anderson/Kentosh

**Roll Call Vote:**

Etchart - Y      Kentosh - Y      Oakland – Y      Anderson – Y      Cooper- Y

(5) Ayes – M/S/C

7. **Board Discussion/Actions**

**a. Approve Resolution 20220815: AB 361 – Brown Act: Remote Meetings During a State of Emergency, subsequent to Resolution 202200719. (Ward)**

Ms. Ward presented Resolution 20220815: AB 361 - Brown Act: Remote Meetings During a State of Emergency, subsequent to Resolution 20220719. This resolution must be renewed every 30 days to cover the Committee and next regular board meetings.

Director Cooper made the motion to approve Resolution 20220815: AB 361 - Brown Act: Remote Meetings During a State of Emergency. Director Oakland seconded the motion.

No Public Comment.

Cooper/Oakland

**Roll Call Vote:**

Etchart – Y    Kentosh – Y    Oakland – Y    Anderson – Y    Cooper – Y

(5) Ayes – M/S/C

**b. Approve Financial Audit FY 2020-2021, with Resolution 20220815-1: Financial Audit FY 2020-2021. (C.Fanning/Martinez/Ward)**

Director Etchart introduced Cindy Fanning, CPA to present the final Financial Audit for FY 2020-2021. Ms. Fanning stated that included in the report are the financial statements, and management letters, which were reviewed at the June regular meeting. There were no significant changes, additionally, there were no new accounting practices or disclosures, with fewer adjustments from prior years. Director Cooper requested clarification on the Capital versus items in the Appropriations for Contingencies. Ms. Fanning responded that it goes back to budgeting. Director Kentosh requested a statement of whether it was a clean audit. Ms. Fanning stated that the audit found no deficiencies and per accounting terminology is unqualified. The Board has created an Audit Ad Hoc Committee to address the policies that are needed to address some of the recurring recommendations. Ms. Fanning stated that she will be sending the required communication of the final audit to staff, the new engagement letter for FY 2021-2022 is forthcoming.

Director Cooper made the motion to approve Resolution 20220815-1: Financial Audit FY 2020-2021. Director Kentosh seconded the motion.

No public comment.

Cooper/Kentosh

**Roll Call Vote:**

Etchart - Y    Kentosh - Y    Oakland – Y    Anderson – Y    Cooper- Y

(5) Ayes – M/S/C

**c. Approve a 4% Cost of Living Adjustment (COLA) for staff, retroactive to July 1, 2022. (Etchart/Martinez)**

Mr. Martinez presented the request for a 4% Cost of Living Adjustment for staff, based on the Los Angeles/Riverside index for July 2022 of 7.7%. The budgeted salaries for FY 2022-2023 are \$600,00, which includes base salaries, standby and overtime pay. Payroll taxes and retirement are on separate budget line items, \$55,000 and \$75,000, respectively. Historically, retirement contributions and payroll taxes have been between 7-9% of salaries. The FY 22-23 salaries, payroll taxes and retirement contribution line items have adequate funds to support a 4% staff cost of living increase without budget amendments. Mr. Martinez requested a 4% COLA for all staff retroactive to July 1,

2022. Director Etchart stated that this will help address the increased cost of living and help us retain our staff.

Director Anderson made the motion to approve a 4% Cost of Living Adjustment for staff, retroactive to July 1, 2022. Director Cooper seconded the motion.

No Public Comment.

Anderson/Cooper

**Roll Call Vote:**

Etchart - Y      Kentosh - Y      Oakland – Y      Anderson – Y      Cooper- Y

(5) Ayes – M/S/C

- d. Approve Kennedy Communications, Inc. consulting agreement to perform a grant-funded income survey for disadvantaged community designation. (Anderson/Martinez)**

Director Anderson thanked the great public attendance at this meeting. She introduced the consulting agreement, a third party vendor to conduct a grant-funded confidential income survey for Disadvantaged Community designation. Director Anderson shared why this designation is so important to Meiners Oaks. As a small district this could help expand funding and grants for infrastructure.

Director Anderson made the motion to approve the Kennedy Communications, Inc. consulting agreement. Director Oakland seconded the motion.

No Public Comment.

Anderson/Oakland

**Roll Call Vote:**

Etchart – Y      Kentosh – Y      Oakland – Y      Anderson – Y      Cooper – Y

(5) Ayes – M/S/C

- e. Approve California Surveying Drafting Supply Rental Quote of \$5,502 for GIS equipment (Trimble r12i). (Martinez)**

Mr. Martinez reviewed that the Board approved the Ziptility GIS contract at the July regular meeting. He and the field operators met with the CA Surveying representative to review different types of equipment. Mr. Martinez stated that the District did not budget for purchasing the equipment, however, to rent for 30-60 days, is more economical and would allow staff to get all of the initial data points of the District's assets loaded into the Ziptility software.

Director Kentosh made the motion to approve the California Surveying Drafting Supply rental for \$5,502. Director Anderson seconded the motion.

No Public Comments.

Kentosh/Anderson

**Roll Call Vote:**

Etchart – Y    Kentosh – Y    Oakland – Y    Anderson – Y    Cooper – Y

(5) Ayes – M/S/C

**f. Approve draft “New Meters & Expansion of Services” policy and review (4) Allocation Waiver requests. (Kentosh/Anderson/Martinez)**

Director Kentosh provided a brief history of the district’s approach towards the issuance of new meters and expansion of services, as well as the work that has occurred. The Committee is not ready to adopt the policy, and is pending legal review. Director Kentosh acknowledged the good public attendance tonight and welcomed comments that can be included in the final document. He continued that prior to 2013 the district had not taken 100% of its water supply from Casitas, then the wells went dry. The district is reliant on Casitas annually, during the hot months. In 2018 an MOU between Casitas and MOWD was signed, requiring the district to align with Casitas’ Water Efficiency & Allocation Program (WEAP). The challenge is balancing the ongoing water shortage with the housing crisis.

Public Comments:

- G. Malloy: It is helpful to understand the existing policy regarding new and expanded services, will this policy replace it fully? Is MOWD the responsible party or is it Casitas? If so, why model after Casitas? There is confusion about the 35% threshold versus drought stage; recommend moving it up to Stage 2. She expressed an interest in learning more, and reiterated we should look at the threshold being at 40-50% lake level.
- N. Weissman: Met Justin during a dust control situation with their driveway. There is a huge space for education in the community; this is the only water supply. Director Etchart asked for clarification on how the district could get more information out to customers. Examples given included block events, door-to-door, flyers, mailers. (Public members messaged contact information to Ms. Ward to assist with spaces for outreach/education events). Director Anderson added that the district is on track to receive grant funding through the Land Resiliency Partnership for water use education.
- J. Day: Requested information on the water table status. Mr. Martinez replied that ours dropped 5-10 ft in the past month, Casitas’ wells dropped 20 ft. Mr. Martinez added that the MOWD wells have run around the clock for the past 14 days straight trying to keep up with demand.

- C. Childs: Stated that her husband always goes to the office to pay the bill and loves interacting with the staff. The main concern living in Ojai is the water supply, she loves the idea of educating the community with waterwise and is grateful for this forum and wants to learn more.
- Chris: We are onboard and worry about water everyday.

Committee reviewed 4 of the outstanding allocation waiver requests, the remaining will be reviewed at the next meeting. It is the committees recommendation that the waivers are not granted at this time.

No Motion.

**g. Approve Will-Serve letter request for 910 Fairview. (Kentosh/Martinez)**

Director Kentosh reviewed the request, stating that the according to the allocation data, there is adequate allocation to support the new dwelling, with some left for outside irrigation. Further, the existing allocation support the ADU or lot split, whichever the property owner choses. Director Kentosh recommends a 60/40 split of the total variable allocation. Mr. Martinez added that this request is unique in that it has adequate allocation to support the lot split, however, it would require a new meter for the new lot. Director Kentosh added that this will need to be addressed in the New Meters & Expansion of Services policy.

Director Kentosh made the motion to approve the Will-Serve letter request for 910 Fairview. Director Anderson seconded the motion.

Public Comments:

Ms. Reed thanked the board for being open to listen and reiterated that they are following the SB9 for the legal lot split, and not requesting any additional water allocation.

Kentosh/Anderson

**Roll Call Vote:**

Etchart – Y    Kentosh – Y    Oakland – Y    Anderson – Y    Cooper – Y

(5) Ayes – M/S/C

**h. Approve revised Will-Serve letter request for 260 E. El Roblar. (Martinez)**

Mr. Martinez shared that the district met with Edwin Tekmar regarding his original request for 21 new homes at 260 E. El Roblar. The discussion resulted in an understanding that the existing allocation could support up to 4 dwellings, as a model of building green homes. The water usage data for the 4 homes over time could then be used to discuss possible re-distribution of the allocation, and depending on the drought status and lake level, additional allocation could be evaluated. The board discussed the revised request, including possible policy inclusions for green homes and determined

that no decision would be made until a written revision of the Will-Serve request is received. Attorney Nielsen agreed that the board discussion should be shared with the development team and their attorney.

No Public Comments

No Motion.

**i. Review and approve “Use of District Vehicles” policy. (Martinez) - Tabled**

**8. General Manager's Report**

Mr. Martinez reported that the Casitas Lake level has dropped to 32%. Stage 4 drought conditions go into effect when the lake is below 30%. The south Casitas connection was turned on July 18, there is a good chance the district will be 100% on Casitas by the middle of August. Well production is dropping due to low water levels. The district is continuing to work on grant funding for a well location feasibility study, Land Resiliency Partnership projects, Advanced Metering Infrastructure, projected grant award end of August. The replacement treatment plant 100% design is underway, being conducted by MKN Associates. Unscheduled work included a sheared hydrant (hit and run on S. La Luna) and a service line leak. Scheduled work included annual valve exercising.

No Public Comment.

**9. Board Secretary's Report**

Ms. Ward presented the monthly Board Secretary report highlighting that MOWD completed its annual CA Environmental Reporting and onsite survey on August 1; new water rates will be reflected on the August 31 bill statements; annual Agriculture and Commercial allocations will be “reset” to the full annual allocations following the July 31 bill cycle, any annual over-allocations will be billed out on the August 31 bill statements. One conservation penalty was issued for outside irrigation mid-day and running out into the street and parking lot. The General Election is November 8, 2022, the candidate nomination period ran from July 18 – Aug 12, candidates that filed include: M. Etchart, J.Kentosh, C. Cooper, J. Pangea and H. Pasquarella.

No Public Comment.

**10. Board Committee Reports**

- Executive & Personnel Committee: No report.
- UVRGA: Director Kentosh noted it is unclear the City will continue with its request to join, as Mr. Wyrick is not re-running for election.
- Budget/Rate Committee: No report.
- Emergency Management Committee: No report.
- Allocations, New Meters & Expansion of Services Committee: Discussed item 7 (f-h).
- Grants: The Committee has been working on the Small Communities Grant submissions for blending and storage tank replacement, holding off on valve

replacements. A Technical Assistance request was submitted to CalRural Association for future assistance with grants and technical/engineering assistance.

11. **Old Business**

- State Water: No update.
- Matilija Dam Removal Update: No update.

12. **Director Announcements/Reports**

- Director Kentosh: No report.
- Director Oakland: No report.
- Director Anderson: VRWC meetings are so interesting, hard to get information and no minutes are provided but they have some good information on their website.
- Director Cooper: No report.
- Director Etchart: Ran into Bert Rapp (VRWD) at the County and mentioned they would like to have a joint meeting with MOWD and Casitas.

13. **Meeting Adjournment**

There being no further business to conduct at this time, Board President Mike Etchart adjourned the meeting at 9:22 pm.

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**Board Secretary**

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**Board President**

### Report of Income as of 8/31/2022

Income	Month of August	Year To Date	Budget Appropriation	Appropriation Balance
Interest	0.27	2,613.69	--	2,613.69
Taxes	32.83	768.28	--	768.28
Pumping Charges	410.95	770.70	--	770.70
Fire Protection	205.34	357.41	--	357.41
Meter & Inst. Fees	--	--	--	--
Water Sales	70,157.24	137,625.50	--	(137,625.50)
<sup>1</sup> Casitas Water/Standby	1,017.65	1,921.49	--	1,921.49
MWAC Charges	58,469.57	116,100.54	--	(116,100.54)
MCC Chg.	6,254.40	12,446.11	--	(12,446.11)
<sup>2</sup> Misc. Income	12,408.56	16,379.29	--	16,379.29
Late & Delinquent Chgs.	4,475.99	7,116.14	--	7,116.14
Conservation Penalty	100.00	100.00	--	(100.00)
Capital Improvement	--	--	--	--
Drought Surcharge	3,815.37	8,092.93	--	8,092.93
	--	--	--	--
	--	--	--	--
	--	--	--	--
<b>TOTAL INCOME</b>	<b>157,348.17</b>	<b>304,292.08</b>	<b>--</b>	<b>(304,292.08)</b>

Note:

<sup>1</sup> This line item is necessary because these sales are tracked in the expenditures

<sup>2</sup> This line item includes the First Payment for the  
Income Survey & a US Bank NASPO Contract  
Payment





# Meiners's Oaks County Water District, CA

## Check Report

By Vendor Name

Date Range: 08/16/2022 - 09/15/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP Bank-AP Bank</b>						
AQUA-F	Aqua-Flo Supply	09/13/2022	Regular	0.00	26.67	10405
<a href="#">S11974151</a>	Invoice	08/11/2022	PVC Cap	0.00	26.67	
ATT	AT&T (Phone & Internet)	09/13/2022	Regular	0.00	232.70	10407
<a href="#">322576812-0922</a>	Invoice	09/06/2022	Phone & Internet	0.00	232.70	
AT&T	AT&T	08/29/2022	Regular	0.00	234.03	10392
<a href="#">01840822</a>	Invoice	08/13/2022	Office Phones	0.00	234.03	
AT&T	AT&T	09/13/2022	Regular	0.00	581.05	10406
<a href="#">3903762701</a>	Invoice	08/19/2022	Office Phones	0.00	581.05	
BADGER	Badger Meter	09/13/2022	Regular	0.00	77.10	10408
<a href="#">80106733</a>	Invoice	08/30/2022	Beacon Hosting	0.00	77.10	
CALPERS	California Public Employees' Retirement	08/31/2022	Bank Draft	0.00	3,690.91	DFT0001629
<a href="#">INV0002102</a>	Invoice	08/15/2022	Health	0.00	3,690.91	
CALPERS	California Public Employees' Retirement	08/31/2022	Bank Draft	0.00	3,690.89	DFT0001639
<a href="#">INV0002114</a>	Invoice	08/31/2022	Health	0.00	3,690.89	
CALPERS	California Public Employees' Retirement	08/29/2022	Bank Draft	0.00	21.39	DFT0001648
<a href="#">081522</a>	Invoice	08/15/2022	Active Admin. Fee	0.00	21.39	
CAL-STATE	Cal-State	08/29/2022	Regular	0.00	258.09	10393
<a href="#">225423</a>	Invoice	08/18/2022	Portable Toilet	0.00	126.23	
<a href="#">225705</a>	Invoice	08/23/2022	Portable Toilet	0.00	131.86	
CMWD	Casitas Municipal Water District	09/13/2022	Regular	0.00	4,286.08	10409
<a href="#">261150822</a>	Invoice	08/31/2022	Fairview Standby	0.00	1,033.31	
<a href="#">262000822</a>	Invoice	08/31/2022	Hartmann Allocation	0.00	212.07	
<a href="#">300650822</a>	Invoice	08/31/2022	Tico/La Luna Standby	0.00	1,033.31	
<a href="#">300650822-2</a>	Invoice	08/31/2022	Tico/La Luna Purchased Water	0.00	2,007.39	
CASITAS	CMWD	09/13/2022	Regular	0.00	737.49	10410
<a href="#">202209073739</a>	Invoice	09/07/2022	Trench/Excavation Training	0.00	315.00	
<a href="#">202209243734</a>	Invoice	08/24/2022	Confined Space	0.00	107.49	
<a href="#">91456-A</a>	Invoice	08/29/2022	Trench/Excavation Awareness Class	0.00	315.00	
CASITAS	CMWD	09/13/2022	Regular	0.00	-737.49	10410
CASITAS	CMWD	09/15/2022	Regular	0.00	422.49	10427
<a href="#">202208243734-2</a>	Invoice	08/24/2022	Confined Space	0.00	107.49	
<a href="#">202209073739-2</a>	Invoice	09/07/2022	Trench/Excavation Training	0.00	315.00	
DATAP	Dataprose LLC	09/13/2022	Regular	0.00	1,009.11	10411
<a href="#">DP2203160</a>	Invoice	08/31/2022	Bulk Mailing/Postage	0.00	1,009.11	
EJHAR	E. J. Harrison Rolloffs, Inc.	08/29/2022	Regular	0.00	341.89	10394
<a href="#">281300822</a>	Invoice	08/12/2022	Office Trash	0.00	109.94	
<a href="#">994260822</a>	Invoice	08/12/2022	3 Yard Dumpster	0.00	231.95	
FAIRWEATHER	Fairweather Heating & Air Conditioning, Inc.	09/13/2022	Regular	0.00	135.00	10412
<a href="#">15706</a>	Invoice	09/01/2022	Air Conditioner Maintenance	0.00	135.00	

## Check Report

Date Range: 08/16/2022 - 09/15/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
FGLENV	FGL Environmental	08/29/2022	Regular	0.00	3,347.00	10395
<a href="#">201248A</a>	Invoice	08/21/2022	Samples	0.00	374.00	
<a href="#">207312A</a>	Invoice	08/13/2022	Samples	0.00	500.00	
<a href="#">207805A</a>	Invoice	08/09/2022	Samples	0.00	30.00	
<a href="#">208315A</a>	Invoice	08/17/2022	Samples	0.00	30.00	
<a href="#">208316A</a>	Invoice	08/17/2022	Samples	0.00	30.00	
<a href="#">208318A</a>	Invoice	08/10/2022	Samples	0.00	95.00	
<a href="#">208782A</a>	Invoice	08/10/2022	Samples	0.00	95.00	
<a href="#">209595A</a>	Invoice	08/29/2022	Samples	0.00	66.00	
<a href="#">209596A</a>	Invoice	08/26/2022	Samples	0.00	208.00	
<a href="#">209597A</a>	Invoice	08/26/2022	Samples	0.00	208.00	
<a href="#">209600A</a>	Invoice	08/29/2022	Samples	0.00	95.00	
<a href="#">209606A</a>	Invoice	08/30/2022	Samples	0.00	30.00	
<a href="#">209997A</a>	Invoice	08/29/2022	Samples	0.00	95.00	
<a href="#">210380A</a>	Invoice	08/11/2022	Samples	0.00	30.00	
<a href="#">210382A</a>	Invoice	08/11/2022	Samples	0.00	30.00	
<a href="#">210383A</a>	Invoice	08/29/2022	Samples	0.00	151.00	
<a href="#">210700A</a>	Invoice	08/15/2022	Samples	0.00	95.00	
<a href="#">210719A</a>	Invoice	08/15/2022	Samples	0.00	60.00	
<a href="#">210720A</a>	Invoice	08/15/2022	Samples	0.00	60.00	
<a href="#">210935A</a>	Invoice	08/15/2022	Samples	0.00	140.00	
<a href="#">210938A</a>	Invoice	08/15/2022	Samples	0.00	95.00	
<a href="#">211700A</a>	Invoice	08/09/2022	Samples	0.00	95.00	
<a href="#">212060A</a>	Invoice	08/18/2022	Samples	0.00	95.00	
<a href="#">212406A</a>	Invoice	08/18/2022	Samples	0.00	65.00	
<a href="#">212407A</a>	Invoice	08/18/2022	Samples	0.00	575.00	
FGLENV	FGL Environmental	09/13/2022	Regular	0.00	250.00	10413
<a href="#">212817A</a>	Invoice	08/31/2022	Samples	0.00	95.00	
<a href="#">213282A</a>	Invoice	08/29/2022	Samples	0.00	30.00	
<a href="#">213283A</a>	Invoice	08/29/2022	Samples	0.00	30.00	
<a href="#">213285A</a>	Invoice	08/31/2022	Samples	0.00	95.00	
GUARDIAN	Guardian	08/29/2022	Regular	0.00	678.01	10390
<a href="#">INV0002103</a>	Invoice	08/15/2022	Dental	0.00	339.03	
<a href="#">INV0002115</a>	Invoice	08/31/2022	Dental	0.00	338.98	
GUARDIAN	Guardian	08/29/2022	Regular	0.00	10.00	10398
<a href="#">7690460822</a>	Invoice	08/11/2022	Admin. Fee	0.00	10.00	
HLTHNE	Health Net Life Insurance Company	08/29/2022	Regular	0.00	39.45	10399
<a href="#">61790822</a>	Invoice	08/04/2022	Life Insurance	0.00	39.45	
HCS	Herum/Crabtree/Suntag	09/13/2022	Regular	0.00	1,002.10	10414
<a href="#">104199</a>	Invoice	08/25/2022	SBCK vs VTA	0.00	594.10	
<a href="#">104200</a>	Invoice	08/25/2022	SBCK vs VTA	0.00	408.00	
LEVI	Levi Maxwell	09/13/2022	Regular	0.00	100.00	10415
<a href="#">D32022</a>	Invoice	08/01/2022	Maxwell D3	0.00	100.00	
MOHARD	Meiners Oaks Hardware	09/13/2022	Regular	0.00	136.49	10416
<a href="#">014075</a>	Invoice	08/03/2022	Masking Tape, Glue	0.00	9.35	
<a href="#">014832</a>	Invoice	08/11/2022	Dry Concrete Mix	0.00	58.88	
<a href="#">015322</a>	Invoice	08/17/2022	Folding Saw	0.00	47.80	
<a href="#">016133</a>	Invoice	08/25/2022	Paper Towels	0.00	10.71	
<a href="#">13777</a>	Invoice	08/01/2022	Silicone	0.00	9.75	
MKN&A	Michael K. Nunley & Associates, Inc.	09/13/2022	Regular	0.00	38,449.56	10417
<a href="#">101200</a>	Invoice	09/01/2022	Water Treatment Plant Design	0.00	36,231.96	
<a href="#">101306</a>	Invoice	09/01/2022	Pressure Zone 2	0.00	2,217.60	

## Check Report

Date Range: 08/16/2022 - 09/15/2022

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
MNEARY <a href="#">871410</a>	Michael Neary Invoice	08/20/2022	08/29/2022 Education	Regular	0.00 0.00	168.53 168.53	10400
MITEC <a href="#">82939</a> <a href="#">83012</a>	MiTec Solutions LLC Invoice Invoice	08/15/2022 08/15/2022	08/29/2022 Splashtop/Monthly Antivirus Antivirus-Monthly	Regular	0.00 0.00 0.00	90.00 55.00 35.00	10401
MITEC <a href="#">1064197</a> <a href="#">1064263</a> <a href="#">83406</a> <a href="#">83484</a>	MiTec Solutions LLC Invoice Invoice Invoice Invoice	09/06/2022 09/09/2022 09/01/2022 09/01/2022	09/13/2022 Server Down - Emergency Labor Monthly Maintenance Exchange/Web Hosting/ShareSync Off Site Back Up	Regular	0.00 0.00 0.00 0.00	1,782.32 1,090.48 330.00 263.84 98.00	10418
NCK&K <a href="#">8028</a>	Nelson Comis Kettle & Kinney, LLP Invoice	09/02/2022	09/13/2022 Attorney Fees	Regular	0.00 0.00	3,575.00 3,575.00	10419
PATHIAN <a href="#">INV0002105</a> <a href="#">INV0002117</a>	Pathian Administrators Invoice Invoice	08/15/2022 08/31/2022	08/29/2022 HSBS HSBS	Regular	0.00 0.00 0.00	129.88 64.94 64.94	10391
PERS <a href="#">INV0002101</a>	Public Employees' Retirement System Invoice	08/15/2022	08/31/2022 457 Withholdings	Bank Draft	0.00 0.00	650.00 650.00	DFT0001628
PERS <a href="#">INV0002104</a>	Public Employees' Retirement System Invoice	08/15/2022	08/31/2022 PERS	Bank Draft	0.00 0.00	3,110.87 3,110.87	DFT0001630
PERS <a href="#">INV0002113</a>	Public Employees' Retirement System Invoice	08/31/2022	08/31/2022 457 Withholdings	Bank Draft	0.00 0.00	650.00 650.00	DFT0001638
PERS <a href="#">INV0002116</a>	Public Employees' Retirement System Invoice	08/31/2022	08/31/2022 PERS	Bank Draft	0.00 0.00	3,389.76 3,389.76	DFT0001640
PERS <a href="#">10000001691908</a>	Public Employees' Retirement System Invoice	09/01/2022	09/12/2022 Unfunded Accrued Liability	Bank Draft	0.00 0.00	137.58 137.58	DFT0001649
PERS <a href="#">10000001691907</a>	Public Employees' Retirement System Invoice	09/01/2022	09/12/2022 Unfunded Accrued Liability	Bank Draft	0.00 0.00	2,853.83 2,853.83	DFT0001650
SECORP <a href="#">10078080</a>	Secorp Industries Invoice	09/02/2022	09/13/2022 Cylinder Refill	Regular	0.00 0.00	14.82 14.82	10420
SCE <a href="#">OFFELE0822</a> <a href="#">TNKFRM0822</a> <a href="#">WELL0822</a> <a href="#">WELL1-0822</a> <a href="#">WELL20822</a> <a href="#">WELL4&amp;70822</a> <a href="#">Z-10822</a> <a href="#">Z-2FIR0822</a> <a href="#">Z-2PWR0822</a> <a href="#">Z-3FIR0822</a>	Southern California Edison Co. Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022	08/29/2022 Office Electricity Tank Farm Well 8 Well 1 Well 2 Well 4&7 Zone 1 Zone 2 Fire Zone 2 Power Z-3 Fire	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	10,488.96 353.56 50.46 143.94 1,196.97 975.53 6,897.92 115.12 147.46 505.33 102.67	10402
SCGAS <a href="#">0596</a>	Southern California Gas Co. Invoice	08/30/2022	09/13/2022 Office Heat	Regular	0.00 0.00	6.47 6.47	10421
SWRCB-DWOCB <a href="#">T2LM2022</a>	State Water Resources Control Board DWOCB Invoice	08/26/2022	08/29/2022 T2 - Levi	Regular	0.00 0.00	60.00 60.00	10403
TELELE <a href="#">0019</a>	Telele Foundation Invoice	09/12/2022	09/13/2022 LCW 2022 Regional Workshop	Regular	0.00 0.00	195.00 195.00	10422
UAOFSC <a href="#">820220451</a>	Underground Service Alert of So.Ca. Invoice	09/01/2022	09/13/2022 Digalerts	Regular	0.00 0.00	53.75 53.75	10423

Check Report

Date Range: 08/16/2022 - 09/15/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
USBANK	US Bank Corporate Pmt. System	09/13/2022	Regular	0.00	1,980.17	10424
<a href="#">AIRGAS080122</a>	Invoice	08/01/2022	Compressed Gas	0.00	83.68	
<a href="#">AMAZON072522</a>	Invoice	08/01/2022	Adding Machine	0.00	151.09	
<a href="#">AMAZON080122</a>	Invoice	08/03/2022	Cap	0.00	111.44	
<a href="#">AMAZON080222</a>	Invoice	08/02/2022	Traffic Cones	0.00	19.29	
<a href="#">AMAZON080322</a>	Invoice	08/03/2022	Caps	0.00	204.56	
<a href="#">AMAZON080422</a>	Invoice	08/03/2022	Cap	0.00	27.84	
<a href="#">CARHARTT08122</a>	Invoice	08/12/2022	Jacket	0.00	193.04	
<a href="#">CROWN081022</a>	Invoice	08/10/2022	Maintenance on Truck	0.00	729.20	
<a href="#">DROPBOX082222</a>	Invoice	08/22/2022	DropBox	0.00	90.00	
<a href="#">GOTO081622</a>	Invoice	08/16/2022	Remote Meeting	0.00	10.00	
<a href="#">GRAMMAR07202</a>	Invoice	08/01/2022	Grammarly Program	0.00	139.95	
<a href="#">MOTION081022</a>	Invoice	08/10/2022	Flat Repair	0.00	20.00	
<a href="#">OSS080922</a>	Invoice	08/09/2022	Storage Facility	0.00	184.00	
<a href="#">PRIME082222</a>	Invoice	08/22/2022	Membership	0.00	16.08	
VERIZON	Verizon Wireless	09/13/2022	Regular	0.00	356.43	10426
<a href="#">9914455582</a>	Invoice	08/26/2022	Cell Phones	0.00	356.43	
WEX	WEX BANK	08/29/2022	Regular	0.00	1,627.26	10404
<a href="#">83051583</a>	Invoice	08/15/2022	Fuel	0.00	1,627.26	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	35	0.00	72,882.90
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-737.49
Bank Drafts	9	9	0.00	18,195.23
EFT's	0	0	0.00	0.00
	<b>113</b>	<b>45</b>	<b>0.00</b>	<b>90,340.64</b>

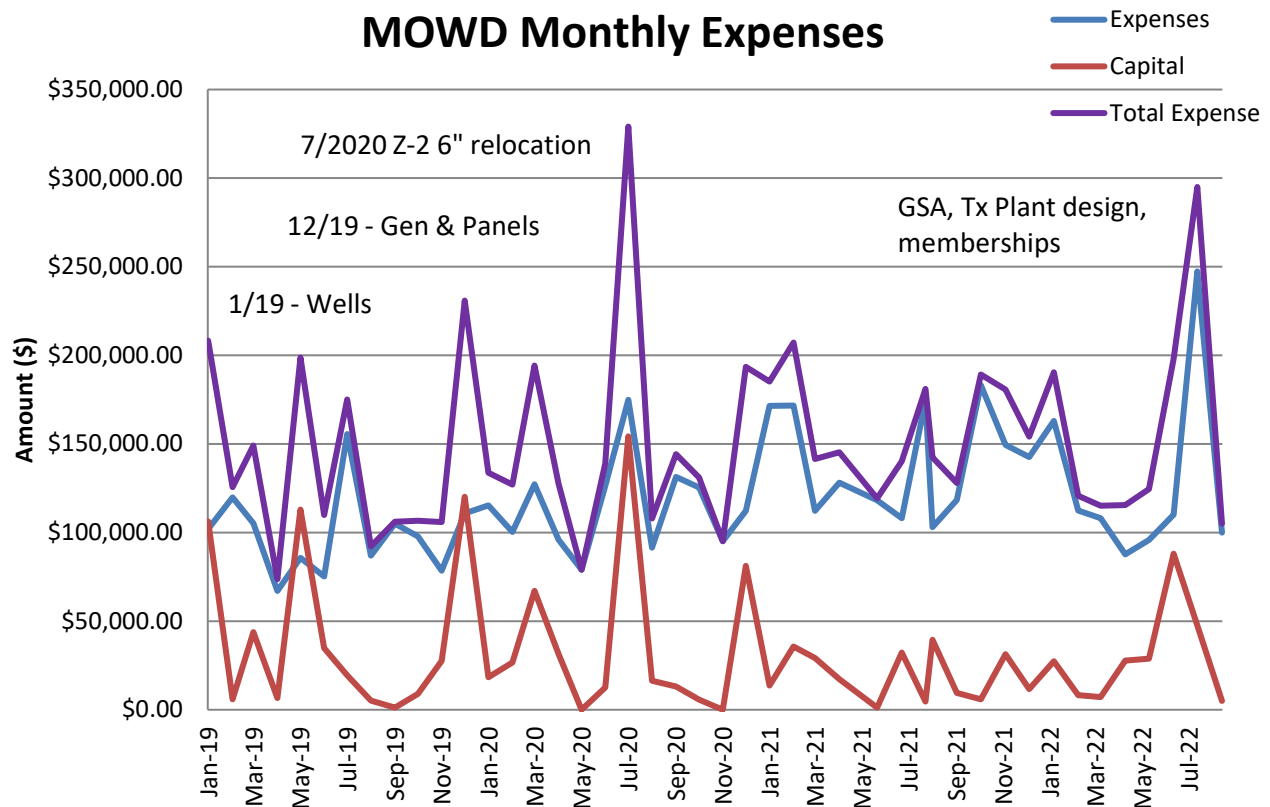
PR 51,282.97

Meiners Oaks Water District

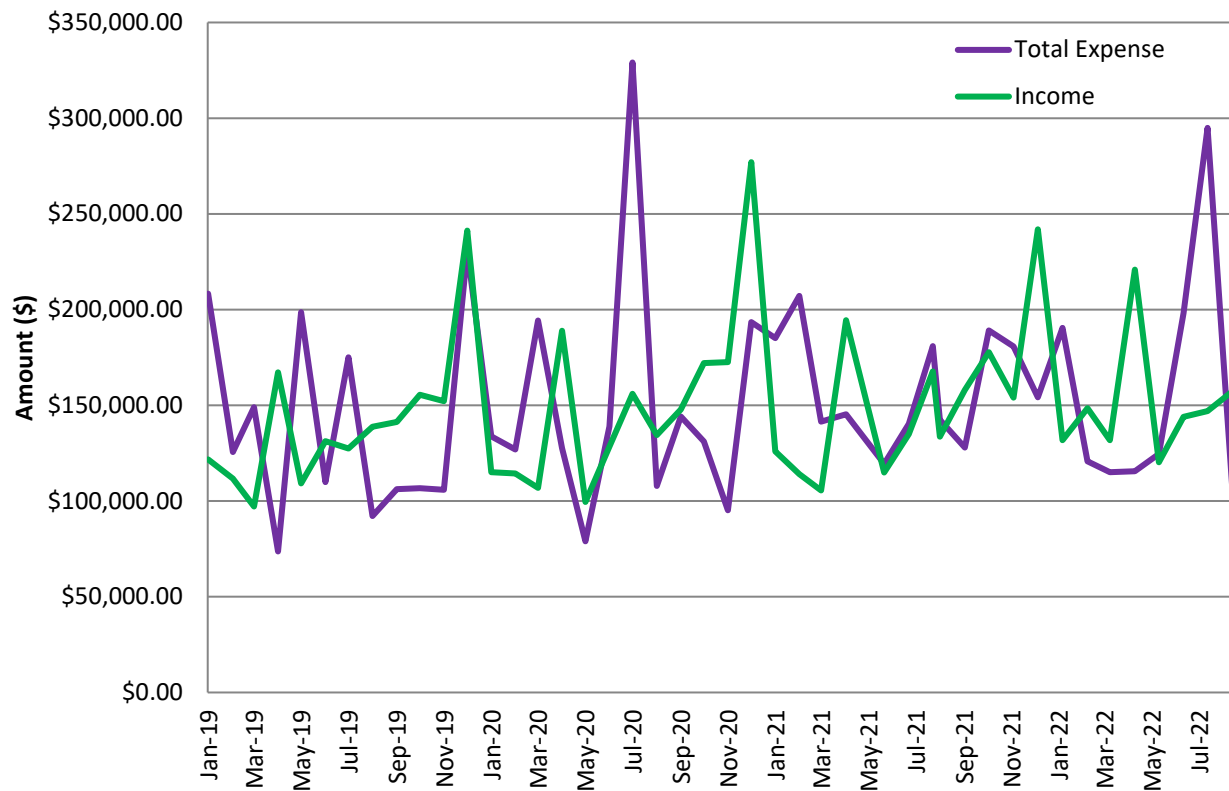
Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

Expenditures	Month of August	Year To Date	Budget Approp	Approp Bal 08/31/22	Current September	Approp FY Bal To Date
Salaries	51,337.71	92,733.50	600,000.00	507,266.50	-	507,266.50
Payroll Taxes	3,939.81	7,213.61	55,000.00	47,786.39	-	47,786.39
Retirement Contributions	7,188.47	13,066.15	75,000.00	61,933.85	-	61,933.85
Group Insurance	7,089.73	14,182.43	96,000.00	81,817.57	-	81,817.57
Company Uniforms	536.88	536.88	4,500.00	3,963.12	-	3,963.12
Phone Office	815.08	1,628.09	10,000.00	8,371.91	232.70	8,139.21
Janitorial Service	598.09	856.18	6,000.00	5,143.82	-	5,143.82
Refuse Disposal	341.89	683.78	5,000.00	4,316.22	-	4,316.22
Liability Insurance	-	65,376.96	66,000.00	623.04	-	623.04
Workers Compensation	-	15,313.30	16,000.00	686.70	-	686.70
Wells	-	-	5,000.00	5,000.00	-	5,000.00
Truck Maintenance	749.20	1,243.09	3,500.00	2,256.91	-	2,256.91
Office Equipment Maintenance	829.29	1,013.29	4,000.00	2,986.71	135.00	2,851.71
Security System	95.85	95.85	1,000.00	904.15	-	904.15
Cell Phones	712.86	712.86	4,500.00	3,787.14	-	3,787.14
System Maintenance	236.13	2,955.30	90,000.00	87,044.70	-	87,044.70
Safety Equipment	19.29	94.51	6,000.00	5,905.49	14.82	5,890.67
Laboratory Services	3,687.00	4,182.00	14,500.00	10,318.00	-	10,318.00
Membership and Dues	-	2,456.00	9,000.00	6,544.00	-	6,544.00
Printing and Binding	-	138.71	2,000.00	1,861.29	-	1,861.29
Office Supplies	417.83	1,825.64	6,000.00	4,174.36	-	4,174.36
Postage and Express	1,009.11	3,971.30	12,000.00	8,028.70	-	8,028.70
B.O.D. Fees	-	-	27,000.00	27,000.00	-	27,000.00
Engineering & Technical Services	1,380.20	1,380.20	50,000.00	48,619.80	2,217.60	46,402.20
Computer Services	813.94	3,081.54	17,000.00	13,918.46	1,782.32	12,136.14
Other Prof. & Regulatory Fees	271.78	6,067.08	40,000.00	33,932.92	53.75	33,879.17
Public and Legal Notices	-	-	2,000.00	2,000.00	-	2,000.00
Attorney Fees	2,210.00	2,992.50	50,000.00	47,007.50	3,575.00	43,432.50
GSA Fees	-	74,444.00	80,000.00	5,556.00	-	5,556.00
VR/SBC/City of VTA Law Suit	1,002.10	2,269.40	75,000.00	72,730.60	-	72,730.60
Rental Equipment	-	-	-	-	-	-
Audit Fees	2,000.00	2,000.00	25,000.00	23,000.00	-	23,000.00
Small Tools	-	13.65	5,000.00	4,986.35	-	4,986.35
Election Supplies	-	-	2,500.00	2,500.00	-	2,500.00
Treatment Plant	-	-	10,000.00	10,000.00	-	10,000.00
Fuel	1,627.26	3,545.68	20,000.00	16,454.32	-	16,454.32
Travel Exp./Seminars	522.49	772.48	2,000.00	1,227.52	195.00	1,032.52
Utilities	367.81	732.57	3,500.00	2,767.43	-	2,767.43
Power and Pumping	10,135.40	19,723.67	80,000.00	60,276.33	-	60,276.33
Meters	-	-	25,000.00	25,000.00	-	25,000.00
<b>Total Expenditures</b>	<b>99,935.20</b>	<b>347,302.20</b>	<b>1,605,000.00</b>	<b>1,257,697.80</b>	<b>8,206.19</b>	<b>1,249,491.61</b>
<b>Water Distribution System</b>	-	-	-	-	-	-
	-	-	-	-	-	-
Well 8 Nitrate Removal/Blending	-	-	60,000.00	60,000.00	-	60,000.00
Valve Replacements	-	-	50,000.00	50,000.00	-	50,000.00
Tank Cleaning	-	-	-	-	-	-
Meiners Rd. Tank/Zone	-	-	75,000.00	75,000.00	-	75,000.00
	-	-	-	-	-	-
<b>Structures and Improvements</b>	-	-	-	-	-	-
	-	-	-	-	-	-
Treatment Plant 100% Eng. Design	-	34,257.54	350,000.00	315,742.46	36,231.96	279,510.50
	-	-	-	-	-	-
<b>Field Equipment</b>	-	-	-	-	-	-
	-	-	-	-	-	-
GIS Equipment & Software	5,000.00	5,000.00	15,000.00	10,000.00	-	10,000.00
Air Compressor	-	-	3,500.00	3,500.00	-	3,500.00
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Appropriations for Contingencies</b>	-	13,344.47	100,000.00	86,655.53	-	86,655.53
<b>Total CIP Spending</b>	<b>5,000.00</b>	<b>52,602.01</b>	<b>653,500.00</b>	<b>600,897.99</b>	<b>36,231.96</b>	<b>564,666.03</b>
<b>GRAND TOTAL</b>	<b>104,935.20</b>	<b>399,904.21</b>	<b>2,258,500.00</b>	<b>1,858,595.79</b>	<b>44,438.15</b>	<b>1,814,157.64</b>

## MOWD Monthly Expenses



## MOWD Income & Expenses



## **RESOLUTION NO. 20220920:**

### **AB 361-Brown Act: Remote Meetings During a State of Emergency (Subsequent)**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MEINERS OAKS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY CA EXECUTIVE ORDER N-29-20 MARCH 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF MEINERS OAKS WATER DISTRICT FOR THE PERIOD SEPTEMBER 22, 2022 – OCTOBER 22, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the MEINERS OAKS WATER DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of MEINERS OAKS WATER DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, March 4, 2020 CA Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, the Ventura County Public Health Officer issued order October 18, 2021 regarding the highly transmissible Delta Variant, recommends vaccinated and unvaccinated persons to mask and social distance until health metric criteria are met or rescinded, superseded, or amended by the Health Officer; and

WHEREAS, the Board of Directors does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus, will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and

facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of MEINERS OAKS WATER DISTRICT shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meeting agendas, meeting dates, times and manner in which the public may attend the meeting and offer public comment by call-in option or internet-based service option, are posted at a minimum, on the District website and physically outside the District Office.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MEINERS OAKS WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and the ongoing risk posed by the highly transmissible COVID-19 virus, and, Ventura County Public Health orders for social distancing has caused, and will continue to cause, conditions of peril to the safety of persons within the District.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager, Board Secretary and legislative bodies of MEINERS OAKS WATER DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of OCTOBER 22, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of MEINERS OAKS WATER DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of MEINERS OAKS WATER DISTRICT, this 20 day of SEPTEMBER, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:





**Fanning & Karrh**

Certified Public Accountants

A Professional Corporation

PO Box 7464

Ventura, California 93006

Telephone (805) 654-0450

September 6, 2022

To the Board of Directors and Management of  
Meiners Oaks Water District:

We are pleased to confirm our understanding of the services we are to provide Meiners Oaks Water District for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statements of Meiners Oaks Water District as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Meiners Oaks Water District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Meiners Oaks Water District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Cost Sharing Defined Benefit Pension Plan – Schedule of Proportionate Share of the Net Pension Liability and Schedule of Contributions
- 3) Schedule of Changes in the Net OPEB Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the account and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill the District for responding to this inquiry.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Meiners Oaks Water District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Other Services**

We will assist in preparing the District's Special Districts' Financial Transactions Report for the State Controller's Office and the District's depreciation schedule based on information provided by you. We will also assist in preparing the financial statements of Meiners Oaks Water District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations or schedules we request and will locate any documents selected by us for testing.

Cynthia Fanning is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately December 1, 2022.

Our fee estimate anticipates keeping our time to a reasonable minimum by maximizing the participation of your personnel in routine aspects of the audits, such as preparation of schedules and analyses. We estimate that our fees for these services will range from \$18,000 to \$19,500 for the audit and \$1,200 to \$1,400 for preparation of the State Controller's Office Special Districts Financial Transaction Report. You will also be billed for travel and other out-of-pocket costs such as report production, postage, etc. Additional expenses will not exceed \$500 per year.

Estimating the fees for work to be performed is extremely difficult to do; however, we are willing to perform the proposed engagement with the understanding that our fees will not exceed the above maximum estimate unless unforeseen circumstances arise. If a circumstance such as this arises, we will advise you as soon as possible and obtain agreement on how we should proceed. Should the engagement require less time than is presently anticipated, our fees would be reduced accordingly. Our fees for any additional services you may request will be mutually agreed upon before we commence work. Any amendment must be expressly set forth in writing and signed by both parties.

## **Reporting**

We will issue a written report upon completion of our audit of Meiners Oaks Water District's financial statements. Our report will be addressed to the Board of Directors of Meiners Oaks Water District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to continue to be of service to Meiners Oaks Water District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Fanning & Karrh, CPAs

  
Cynthia L. Fanning

RESPONSE:

This letter correctly sets forth the understanding of Meiners Oaks Water District.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



VENTURA LOCAL AGENCY FORMATION COMMISSION  
801 S. Victoria Avenue, Suite 301, Ventura, CA 93003  
(805) 654-2576  
ventura.lafco.ca.gov

**CALL FOR NOMINATIONS  
LAFCO SPECIAL DISTRICT REGULAR MEMBER  
AND SPECIAL DISTRICT ALTERNATE MEMBER**

August 24, 2022

Chair of the Board  
Meiners Oaks Water District  
202 W. El Roblar Drive  
Ojai, CA 93023-2211

**RE: CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member and Special District Alternate Member**

Dear Chair of the Board:

The terms of LAFCo special district regular member Elaine Freeman and alternate member John R. (Jack) Curtis will expire on December 31, 2022. As such, an appointment for each seat must be made for the subsequent four-year terms (January 1, 2023 through December 31, 2026) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), I have determined that a meeting of the committee for the purpose of selecting a regular member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (most special districts have consented to conducting the election via electronic mail).

If your district wishes to nominate an individual to be a candidate for either the regular member or alternate member on LAFCo, please submit a nominating resolution (attached is a sample resolution for your use) and a candidate's statement or resume of no more than one page to Kai Luoma, Executive Officer, at Ventura LAFCo either by mail or via email (for those districts that have previously consented to email – see attached list).

**The deadline for submitting nominating resolutions and candidate statements/resumes is 5:00 p.m., Friday, October 14, 2022.** Any nomination submitted after the deadline will not be considered.

Chair of the Board, Meiners Oaks Water District  
CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member  
August 24, 2022  
Page 2

If at the end of the nominating period only one candidate for either position is nominated, that candidate shall be deemed appointed. If two or more candidates are nominated, LAFCo staff will prepare and deliver a ballot and voting instructions to each eligible district. For the election to be valid, a quorum of the 29 independent special districts must submit valid ballots.

Thank you for your attention to this matter. Please let me know if you have any questions or require additional information.

Sincerely,

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

Kai Luoma  
Executive Officer

c: General Manager



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## **Vehicle Repair**

### **Summary**

The District's 2015 Dodge 2500, 70k miles, has been having issues sporadically for some time. The problems seem to be getting worse. The truck was taken to Crown Dodge for diagnosis.

- The technician has removed the variable valve timing solenoid and found metal debris. Which means possible faulty lifters and/or damaged camshaft. From there we typically have a couple options, replace camshaft and lifters or replace the long block.

The district decided to get a second opinion locally with Hodge Podge Garage. The diagnosis was the same.

### **Quotes**

Crown Dodge	\$6,250.71 or \$10,317.80
Hodge Podge Garage	\$6,387.95

### **Recommendation**

It is the GM's recommendation that the board approve the repair of our 2015 Dodge 2500 with Hodge Podge Garage. Not to exceed \$10,500.00. This unanticipated repair has not been budgeted for. Funds would come from Appropriations and Contingencies with a balance of \$86,655.53





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**From:** Rick Wolters <[rickw@4crowndodge.com](mailto:rickw@4crowndodge.com)>

**Date:** August 17, 2022 at 9:16:59 AM PDT

**To:** Levi Maxwell <[levi@meinersoakswater.com](mailto:levi@meinersoakswater.com)>

**Subject:** '15 2500

Good Morning Levi,

The technician has removed the variable valve timing solenoid and found metal debris. Which means possible faulty lifters and/or damaged camshaft. To confirm that the tech would need 4hr to teardown and inspect (\$756.00). From there we typically have a couple options, replace camshaft and lifters (\$6,250.71) or replace the long block (\$10,317.80). The long block/engine replacement does include new camshafts and lifters as well. Let me know when you know more and if there are further questions that need to be answered you know how to get a hold of me (805) 639-8275. Thank You-Rick

# Estimate of Auto Repairs

Page number:      of

Ref no:

Company name &amp; address:

Name

METRUS OAKS WATER

Phone

Date

Street

City

Year 2015

Color WHT

Make DODGE

Model 17m 2500

Registration #:

Serial #:

Odometer 69771

Estimated by

Insurance Co

Adjustor

Replace

Repair

Description

Parts

Labor

Refinish

Sublet

(2) GASLET S114177 AB

77.<sup>00</sup>/<sub>29</sub>

GASLET 14062002 AC

72.<sup>10</sup>/<sub>29</sub>

GASLET S3022306 AC

76.<sup>05</sup>/<sub>29</sub>

(4) TAPPET 50387 84 AD

159.<sup>00</sup>/<sub>29</sub>

CAMSHAFT S3022314 AD

428.<sup>00</sup>/<sub>29</sub>

(2) ARM INT. S3021552 AB

154.<sup>00</sup>/<sub>29</sub>

(2) ARM EX. S3021553 AB

154.<sup>00</sup>/<sub>29</sub>

(8) SEAL INTAKE S3022143 AB

23.<sup>70</sup>/<sub>29</sub>

ANTIFREEZE 68163848 AB

24.<sup>20</sup>/<sub>29</sub>

(6) OIL SW20 68523006 AA

7.<sup>85</sup>/<sub>29</sub>

SEAL CRANK S3021585 AD

26.<sup>25</sup>/<sub>29</sub>

GASLET S3021521 AD

23.<sup>80</sup>/<sub>29</sub>

MISC.

500.<sup>00</sup>/<sub>29</sub>22 HRS @  
39.<sup>00</sup>/<sub>29</sub>

Totals

The details and the estimate provided above are based on our first inspection and do not constitute a guarantee that no further work / parts will be required. The total bill of work will be as per the details available on completion of the work. Other terms and conditions as applicable.

Total parts

2793.<sup>10</sup>/<sub>29</sub>

Total Labor

4158.<sup>00</sup>/<sub>29</sub>

Total Refinish

Total Sublet

Other charges

Tax

216.47

Total

7167.<sup>57</sup>/<sub>29</sub>

You are hereby authorized to make the above repairs and I agree to pay in full.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Estimate of Auto Repairs

Page number:      of

Ref no:

Company name &amp; address:

Name

MEWERS OAKS WATER

Phone

Date

Street

City

Year

2015

Color

WHT

Make

Dodge

Model

Ram 2500

Registration #:

Serial #:

Odometer 69771

Estimated by

Insurance Co

Adjustor

Replace

Repair

Description

Parts

Labor

Refinish

Sublet

ENGINE Low Back

R8293553AA

6120.<sup>00</sup>

20 hr @ 189 ea.

MISC.

500.<sup>00</sup>

Totals

The details and the estimate provided above are based on our first inspection and do not constitute a guarantee that no further work / parts will be required. The total bill of work will be as per the details available on completion of the work. Other terms and conditions as applicable.

Total parts

6620.<sup>00</sup>

Total Labor

3760.<sup>00</sup>

Total Refinish

Total Sublet

Other charges

Tax

513.<sup>05</sup>

Total

10913.<sup>05</sup>

You are hereby authorized to make the above repairs and I agree to pay in full.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**HODGEPODGE MOBILE GARAGE**

360 VENTURA AVENUE #173

OAK VIEW, CA. 93022

Phone - 805-889-7231

ESTIMATE #

**016956**

BAR# AD00219962

**MOBILE AUTO DIAGNOSTICS****ESTIMATE FOR SERVICES**

Estimate Date : 08/30/2022

MEINERS OAKS WATER DISTRICT

2015 RAM - 2500

Lic # : 1395871

Odometer In: 69788

JUSTIN PERSONAL CELL [REDACTED]

Unit # :

VIN # :

Home 000-297-6587 Ext MICHA — Office 805-297-7240 Ext JUSTI

Cust Id: 2,773

Part Description / Number	Qty	Sale	Extended	Labor Description	Hours	Extended
OIL PUMP				LABOR TO DIAGNOSE CHECK	1.13	150.00
53021622BH-WP	1.00	218.00	218.00	ENGINE LIGHT IS ON, ENGINE RUNS		
TIMING CHAIN TENSIONER				ROUGH, FOUND LOW OIL PRESSURE		
53022115AH-WP	1.00	55.00	55.00	TRACED TO PLUGGED OIL FILTER		
CAMSHAFT ADJUSTER SOLENOID				FROM METAL DEBRI. CYLINDER #6		
53022338AB	1.00	50.00	50.00	MISFIRE TRACED TO WORN VALVE		
CAM GEAR				TRAIN. POSSIBLE BAD LIFTER AND		
53022243AF	1.00	347.00	347.00	OR CAM LOBE.		
ENGINE OIL						
EO	7.00	6.20	43.40	SUBLET LABOR FOR HEAD	6.40	800.00
MOPAR COOLANT				MACHINE WORK.		
MC	2.00	26.00	52.00			
CAM FOLLOWER				LABOR TO REMOVE CYLINDER	22.00	2,750.00
5038784AD-WP	4.00	159.18	636.72	HEADS TO REPLACE CAMSHAFT		
SPARK PLUG				AND LIFTERS.		
SP143877AB-WP	16.00	20.28	324.48			
TIMING COVER GASKET SET						
53021521AP-WP	1.00	23.80	23.80			
TIMING CHAIN						
53022316AC-WP	1.00	58.45	58.45			
CAMSHAFT						
53022314AD-WP	1.00	428.00	428.00			
HEAD GASKET SET						
HS54418B-WP	1.00	208.26	208.26			
HEAD BOLT SET						
ES72200-FAST	1.00	61.14	61.14			
Parts : \$ 2,506.25			Labor : \$ 3,700.00		Tax : \$ 181.70	
					Total : \$ 6,387.95	

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

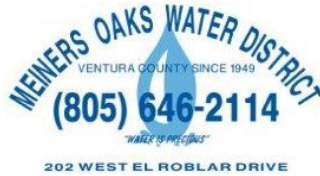
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts \_\_\_. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

SIGNATURE.....

Date..... Time.....

&lt;none&gt;





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## **District Server & Disaster Backup Appliance**

### **Summary**

The District's network server is over 10 years old and has several repairs performed by Mitec, to keep it running. Over the Labor Day weekend, during extremely hot temperatures in the District several server components essentially melted. The Server failure disrupted access all Tyler (billing, payables and payroll), electronic files and email. Mitec was able to rush order components to make emergency repairs, however, it is strongly recommended that the District replace the server. Industry standard is to replace servers every 5 years. Additionally, the District has backups to a cloud-based system, which requires weeks to restore files and software. Mitec strongly recommends the purchase of a Disaster Backup Appliance to avoid future disruptions, this appliance would allow for same day restoration.

### **Mitec Quotes (Detailed Quote Attached)**

Dell PowerEdge T640 Server \$16,949.99

X360 Recover Appliance      \$ 4,199.00

Shipping                              \$    69.00

Labor (\$145 x Est 20 hrs)      \$ 2,900.00

#### **Monthly Expenses:**

Recover Appliance-Server      \$120

Recover Appliance-Scada      \$ 60

**Total upfront cost estimate:** \$25,937.04

### **Recommendation**

It is staff's recommendation that the board approve the purchase and installation of a new network server and disaster backup appliance not to exceed \$26,000. Funds in the Computer Services budget item are limited to a remaining balance of \$14,085, it is recommended that for this unplanned expense that the total be pulled from Appropriations and Contingencies with a balance of \$86,655.53 (not including concurrent requests for truck repairs).

Mitec Solutions  
2110 E THOMPSON BLVD  
VENTURA, CA 930013547  
www.mitec.net  
(805) 643-4375



Meiners Oaks Water District  
202 West El Roblar Drive  
Ojai, 93023  
**Appointment Address:** 202 West El Roblar Drive

Estimate # 1020680  
Estimate Date 09-15-22  
**Total \$25,937.04**

Item	Description	Unit Cost	Quantity	Line Total
Hardware Special Order	<p>Dell PowerEdge T640 Server</p> <ul style="list-style-type: none"> <li>•Chassis with up to 8 x 3.5 SAS/SATA Hard Drives, Tower Configuration PERC11</li> <li>•Intel Xeon Silver 4216 2.1G, 16Core/32Thread, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400</li> <li>•32GB RDIMM Memory, 3200MT/s, Dual Rank, 8Gb BASE x4</li> <li>•PERC H750 RAID Adapter</li> <li>•(OS) RAID 1 - 2x - 900GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive (900GB Total)</li> <li>•(SQL) RAID 10 - 4x - 900GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive (1.8TB Total)</li> <li>•Dual-Port 10GbE LOM</li> <li>•Dual, Hot-plug, Redundant Power Supply (1+1), 495W</li> <li>•Windows Server® 2019 Standard,16CORE</li> <li>•5-pack of Windows Server 2019/2016 User CALs</li> <li>•Microsoft SQL Server 2019 Standard, OEM, Includes 5 USER CALs</li> </ul> <p>3 Year Manufacturer Warranty. 30 day Mitec Warranty.</p>	\$16,949.99	1.0	\$16,949.99
Hardware Special Order	<p>X360 Recover Appliance</p> <p>Mini2-6000</p> <p>6-Core Intel Xeon Processor</p> <p>7TB Available Capacity (upgradable to 12TB) - RAIDZ</p> <p>64GB RAM</p> <p>3 Year Manufacturer Warranty. 30 day Mitec Warranty.</p>	\$4,199.00	1.0	\$4,199.00
Shipping	Shipping	\$69.00	1.0	\$69.00
Labor - Onsite	<p>Estimated labor for server setup, migration, and configuration with vendors</p> <p>Follow-up appointments may be necessary to address any issues including reconfiguration/installation of software and external devices and will be billed at our applicable hourly rates. All services require an appointment, to book an appointment please call (805)643-4375 You can check out our rates at mitec.net/rates</p>	\$145.00	20.0	\$2,900.00
	X360Recover/Replibit X360Recover/Replibit Server Appliance backup with	\$120.00	1.0	\$120.00

Server - Appliance + Unlimited Cloud Storage  
Cloud Backup

\*Monthly cost per SERVER OS backed up\*

X360Recover/Replibit Workstation- Appliance + Cloud Backup	X360Recover/Replibit Workstation- Appliance Backup + Unlimited Cloud Backup	\$60.00	1.0	\$60.00
	*Monthly cost per WORKSTATION OS backed up* (Scada)			

THIS IS AN ESTIMATE

Memo

Subtotal	\$24,297.99
Tax	\$1,639.05
Estimate Total	\$25,937.04

Disclaimer

Computer repair services can result in changes to your computer or network that may require additional follow-up labor. Settings may need to be adjusted and devices may need to be reconfigured. For this reason we recommend an onsite setup (standard labor rates apply) for all computers to ensure we can test each function with you in your environment and address any issues as they arise. We can log in remotely and address further issues remotely at \$95 per hour (\$47.50 minimum charge for 30 minutes)

Network installations, server deployments, and all other estimates are based on a number of assumptions on your environment. We do not guarantee the compatibility of any software or hardware or 3rd party vendors equipment and if any troubleshooting is required to resolve issues as they arise this is billed at our standard rates.

All estimates and turn around are based on the initial diagnosis and product availability and subject to change. This estimate is based on a number of assumptions; actual labor may exceed or be less than the estimated labor. Estimates are valid for 7 business days and are subject to change based on the availability of parts at the time of order. After 7 days previous diagnosis and estimate is no longer valid and system will need to be re-diagnosed and re-estimated to ensure no additional problems have arisen.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_





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9-20-2022

## **Well Siting Study**

### **Summary**

Meiners Oaks Water district is in need of an additional water source. Due to ongoing drought conditions, being dependent on Lake Casitas is not a guaranteed long-term water source. GM, Justin Martinez and, Director, James Kentosh have been in contact with Hopkins Groundwater Consultants, Inc.

Hopkins Groundwater Consultants, Inc. has provided a proposal for professional consulting services to assist MOWD with evaluation of new well location alternatives for the proposed Meiners Oaks Well No. 9 construction project. It has been discussed that Hopkins Groundwater Consultants would study the feasibility of a new well location along the western boundary of the district service area adjacent the Ventura River that overlies both alluvial and bedrock formations.

### **Recommended Actions**

It's no secret that the current drought has taken its toll on the district's groundwater supply. Meiners Oaks Water is seeking alternative options other than Lake Casitas to ensure the longevity of the district's water supply. It is the recommendation of the GM that the Board of Directors approve a Well Siting Study be conducted by Hopkins Groundwater Consultants in the amount of, **not to exceed**, \$15,000.

Funds will be taken out of line item "Engineering and Technical Services"

- 22-23' budget of \$50,000 - \$15,000 = \$35,000 remaining in budget



## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between **HOPKINS GROUNDWATER CONSULTANTS, INC.** (CONSULTANT), and **MEINERS OAKS WATER DISTRICT** (CLIENT). This AGREEMENT is subject to the GENERAL CONDITIONS, printed on page 2, along with any other attachments specifically referenced herein.

Date: September 14, 2022 Proposal/Project No.: 04-033-02  
Client: Name: Meiners Oaks Water District Contact: Mr. Justin Martinez  
Address: 202 West El Roblar Drive Phone: 805-646-2114  
Ojai, California 93023  
Hopkins Contact: Curtis Hopkins Phone: 805-653-5306  
Project Title: New Well Siting Study  
Description: Well Siting Study for MOWD Well No. 9

Scope of Services: ☒ As specified in Exhibit A  
☐ As stated below:

Time of Performance: Begin work in October 2022 and anticipated time of completion January 2023

Compensation: ☒ The CONSULTANT's fee will be billed monthly based on time and expense in accordance with the Fee Schedule attached to the Proposal Letter. The total fee is estimated at \$12,370 with a not to exceed budget of \$15,000.

☐ The CONSULTANT's fee for services provided under this AGREEMENT will be the lump sum of \$\_\_\_\_\_, payable monthly in proportion to the work completed.

Special Terms and Conditions: ☒ This agreement is void if not executed by both parties within 60 days.  
☐ As specified in Exhibit \_\_\_\_\_

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

**CONSULTANT:**  
**HOPKINS GROUNDWATER  
CONSULTANTS, INC.**

**CLIENT:**  
**MEINERS OAKS WATER DISTRICT**

By: Curtis J. Hopkins  
Title: President  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Justin Martinez  
Title: General Manager  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## GENERAL CONDITIONS

**Services:** Consultant will provide the Professional Services contemplated herein in accordance with the standards of competent professionals providing similar services under similar conditions. Consultant does not warrant or guarantee the Professional Services. Client agrees that, due to subsurface conditions and other conditions beyond the control of Consultant, Consultant shall have no liability for any well drilled, rehabilitated, maintained or otherwise the subject of the Professional Services, that fails to produce water or that fails to produce water of usable quality.

**Payment:** Client will pay Consultant's invoices thirty (30) days after the invoice date. Client will also pay a late payment charge at the rate of 0.5% per month after that date. At Consultant's option, Consultant may suspend or terminate this Agreement if payments are not made when due. Unless otherwise agreed in writing, Services will be billed on a time-and-materials basis using Consultant's current schedule of fees and costs. Limitations on the amount to be billed are estimates only, and are not an agreement by Consultant that the Services will be completed for the estimated amount.

**Site Access:** Unless the Scope of Services described in this Agreement states otherwise, Client will obtain all necessary authorizations and permits to allow Consultant to have access to the site for the purpose of providing the Services contemplated herein.

**Subsurface Conditions:** Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures. Consultant will attempt to avoid damage to subsurface structures, but is not responsible for any damage to subsurface pipes, utilities, or structures Client has not disclosed to Consultant.

**Hazardous Materials:** Consultant will not investigate, treat, transport or dispose or arrange for transport, treatment, or disposal of hazardous materials. If hazardous materials are discovered at the project site, Consultant can terminate its obligations under this Agreement.

**Limitations on Liability.** Consultant's liability, and the liability of its employees and/or subcontractors, to Client for damages arising from Services is limited to an aggregate \$50,000 or its fees received under this Agreement, whichever is less. Neither Client nor Consultant will be liable for consequential damages, including, but not limited to, lost profits, incurred by either party.

**Insurance:** Consultant will maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which it has an insurable interest. Each party waives any claims against the other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

**Mediation:** Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. Where applicable, the Expedited Rules of the American Arbitration Association shall apply to the arbitration. Judgment upon any arbitration award may be entered in any court having jurisdiction. Venue for any litigation or arbitration arising out of this Agreement shall be in Ventura County, California. In the event that any party files a claim for breach of this Agreement, the prevailing party in such action or arbitration shall be entitled to its reasonable attorneys' fees and costs, including expert witness fees, from the non-prevailing party.

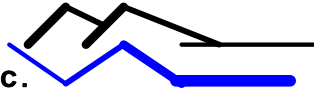
**Termination:** Either Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice. Either party may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing Services, and in orderly terminating Services.

**Full and Final Agreement:** This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by a writing executed by both parties.

**EXHIBIT A**  
**SCOPE OF WORK**

# HOPKINS

GROUNDWATER  
CONSULTANTS, INC.  
THE WATER RESOURCE SPECIALISTS



September 8, 2022

Project No. 04-033-02

Meiners Oaks Water District  
202 West El Roblar Drive  
Ojai, California 93023

Attention: Mr. Justin Martinez  
General Manager

Subject: Proposal for Well Siting Study for New Well Location.

Dear Mr. Martinez:

Hopkins Groundwater Consultants, Inc. (Hopkins) is pleased to provide this proposal for professional consulting services to assist the Meiners Oaks Water District (District) with evaluation of new well location alternatives for the proposed Meiners Oaks Well No. 9 construction project. It is our understanding that the District would like Hopkins to study the feasibility of a new well location along the western boundary of the District service area adjacent the Ventura River that overlies both alluvial and bedrock formations. It is also our understanding that the District has conducted prior studies for this same purpose. Given this understanding we propose the following work tasks for this project.

## WELL SITING STUDY

The proposed well siting study will include work to assess the prime factors that will affect the suitability of potential well sites for future construction and operation of a groundwater production well and perhaps treatment facilities and/or a future replacement well. The proposed project scope for this study is comprised of a number of work tasks that are designed to evaluate potential well production and water quality issues and to identify the preferred well site location(s). Initial work will include a thorough review of historical data and past reports relating to hydrogeology, water quality, and well production. Subsequently, we will obtain current material costs that will be utilized in estimating potential well construction costs at the locations considered.

Anticipated sources of information include previous geologic and hydrogeologic studies and readily available documents from government agencies, that may include boring logs, laboratory test results, and well construction reports. Hopkins will meet with District staff, discuss study criteria, and obtain available information from the District on its existing wells.

The proposal includes performing a field survey of candidate sites within the designated study area to cross-check parcel layout and site construction and operation logistics for use in construction costs estimates. The reconnaissance level well site survey will be conducted to locate

fatal flaws, identify site-specific benefits and obstacles that could affect the proposed construction, maintenance, and repair of a water supply well.

Subsequently, Hopkins will provide a discussion of the candidate sites with primary regard to hydrogeologic suitability of each site. Given existing physical conditions and property constraints, Hopkins will develop an understanding of the potential well interference that could be caused by pumping of the proposed new well and the mutual impacts from proximate groundwater users. As required, well pumping interference will be evaluated using analytical computation methods that use the Theis equation of groundwater flow.

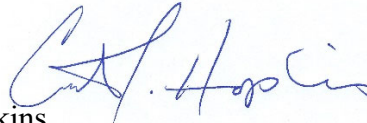
Upon completion of the well site review, Hopkins will prepare a memorandum/letter report summarizing the findings of the evaluation that includes apparent site suitability, construction-related issues, and well construction related costs at the preferred location(s).

The study is estimated to require approximately 54 man-hours to complete and a budget of \$12,370. As we discussed, Hopkins is extremely busy at this point in time and our schedule will need to be flexible in order to fit it in with ongoing construction projects.

We trust this proposal is consistent with your request and provides sufficient information for your administrative needs. As always, Hopkins is pleased to have this opportunity to be of service. If you have questions or need any additional information, please give us a call.

Sincerely,

HOPKINS GROUNDWATER CONSULTANTS, INC.



Curtis J. Hopkins  
Principal Hydrogeologist

Attachment: Project Fee Schedule

## Project Fee Schedule

### Labor Category

Expert Witness	\$ 590
Principal Professional	\$ 295
Associate Professional	\$ 255
Senior Professional	\$ 225
Project Professional	\$ 195
Staff Professional	\$ 170
Technician	\$ 145
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	\$ 130
Word Processor	\$ 110

### Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

### Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
LevelTROLL (data logger < 100 FT)	\$100	\$350	\$1,250
HERMIT 3000 (data logger)	\$125	\$500	\$2,000
Pressure Transducer (< 400 FT)	\$100	\$350	\$1,250
Pressure Transducer (< 1,000 FT)	\$140	\$400	\$1,375
Water Level Sounder or nitrogen tank	\$ 60	\$180	\$ 540
Stream Flow Meter	\$ 70	\$210	\$ 630
Grundfos RediFLo 2 Sample Pump	\$190	\$700	\$2,150
Trash Pump (3-inch dia. discharge)	\$ 85	\$320	\$1,100
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 75	\$250	\$ 750
Horiba U-10 Water Quality Probe	\$100	\$360	\$1,250
YSI 556MPS Water Quality Probe	\$ 85	\$320	\$1,100
Rossum Sand Tester	\$ 50	\$150	\$ 450
Mud Parameter Test Kit	\$ 55	\$175	\$ 520
Drilling Fluid/Mud Press	\$ 75	\$250	\$ 750
MFI/SDI Test Kit	\$ 45	\$145	\$ 425
Truck Rental (3/4 ton)	\$200	\$800	\$3,250
Field Computer	\$ 80	-----	-----
Digital Camera	\$ 20	-----	-----
GA-52Cx Magnetometer	\$ 65	\$220	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$125	\$500	\$1,500
Electric Power Inverter (8 hr/day)	\$ 45	\$145	\$ 425
Downhole Video Camera (hand operated)	\$600	-----	-----
Metal Sample Sleeves (6-inch) per Sleeve	\$ 20	-----	-----

## Use of District Vehicles Policy

### Policy Background

The purpose of this policy is to establish the eligibility and procedures for the use of district-owned vehicles. To facilitate faster response to emergencies and after-hours calls, employees may be allowed to take the district vehicles home. These vehicles provide the means to respond directly to an incident without first diverting to the District yard to retrieve a vehicle and/or needed equipment.

### Procedure

Employees authorized to use District-owned vehicles must adhere to the following:

- Standby personnel may use District vehicles as needed to ensure a proper response time within 25 miles of District boundaries
- Persons using District vehicles must have a valid driver's license.
- Employees shall exercise the highest degree of care in the operation, use and protection of District vehicles.
- Every driver of a District vehicle is responsible for reporting to the General Manager any repairs or maintenance that may be necessary to keep the vehicle in a safe and efficient operating condition.
- The driver of a District vehicle involved in an accident shall call the local law enforcement agency for an investigation and fill out an "Incident Report" or its equivalent; and immediately complete a drug test (Substance Use & Abuse policy).
- Only authorized persons and District staff may occupy District vehicles.
- To the extent possible, vehicles will be stored off the street, with tools and equipment secured.
- General Manager authorization prior to District vehicle use during off-duty hours, not on standby. (Employee Standards of Conduct)

### References

Employee Manual:

- Substance Use & Abuse Policy – Accident
- Standards of Conduct & Disciplinary Policies

### Approval

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Board Secretary

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Board President

# ***Meiners Oaks Water District***

## **New Meters and Expansions of Service Policy**

**Adopted September 20, 2022**

### **A. Introduction**

This *Policy on New Meters and Expansions of Service* applies to existing and potential customers of Meiners Oaks Water District (MOWD) who wish to build a new residence, Accessory Dwelling Unit (ADU), or business or need a new or larger water meter. The following categories are covered:

- A new residence or structure requiring service on an empty lot.
- A new Accessory Dwelling Unit (ADU) structure on a lot with a primary residence.
- Garage conversion into an ADU.
- Multiple-family dwelling units.
- Affordable housing.
- Construction of a new business.
- Expansion of an existing business.
- Agricultural demand limits.
- Lot splits

This policy describes requirements and procedures for applying for new or larger meters. If all applicable conditions are met, Meiners Oaks Water District (MOWD) will provide an applicant with a Will-Serve Letter. A Will-Serve Letter means that MOWD intends to supply water service to that parcel for that legal structure(s) referenced in the letter.

### **B. Background**

- Though the development of this policy was motivated by the 2013 - current drought, it is intended that the policy remains in effect after the drought ends.
- Due to the housing shortage, State and local legislators have passed laws to ease the construction of new housing and ADUs. Portions of those laws apply to MOWD.
- MOWD depends on Casitas Municipal Water District (Casitas MWD) for backup and emergency water supply. Therefore, any water connection to MOWD is also a connection to Casitas MWD water supply, and appropriate connection and/or allocation fees must be paid to Casitas MWD, for water used by MOWD customers, if applicable. Such additional allocation requirements affect all MOWD customers, not just new ones. This policy allows prospective and current customers to acquire additional allocation from Casitas MWD under limited conditions for transfer to MOWD.



## **New Meters and Expansions of Services Policy**

- MOWD has a limited water allocation from Casitas MWD and has no surplus water supply or allocation to support increased demands.
- The Board of MOWD will determine each year, normally in May, whether Lake Casitas is projected to remain above 35% of its storage capacity during the following fiscal year (July 1 through June 30). If the lake is considered likely (based on median hydrologic conditions) to fall or remain below 35% of capacity, at any time, during the next fiscal year, then no new water allocation transfers from Casitas MWD to MOWD to benefit MOWD customers, will be allowed during that fiscal year. This determination will be made in conjunction with MOWD's annual request for a portion of its Casitas MWD allocation described in Exhibit A of the Memorandum of Understanding for water service between MOWD and Casitas MWD. In the event of an unexpectedly wet winter rainy season, the determination may be reversed by the MOWD Board.
- The current drought has called into question the safe yield of local groundwater and Lake Casitas. This issue is under review and may affect the reliability of MOWD's future water supply.

This policy is presented here with only a brief explanation. The attached Appendix A to this policy provides a more detailed discussion and explanation to support the policies that have been adopted.

### **C. General Conditions and Requirements**

To apply for a new meter and/or a Will-Serve Letter, the following conditions must be met:

- The parcel to be served must be located within the boundaries of Meiners Oaks Water District.
- The lot must be a legal lot that complies with the Subdivision Map Act and Ventura County's Subdivision Ordinance and has been issued a Certificate of Compliance.
- The County of Ventura must fully permit any dwelling or structure to be supplied with water.
- Any proposed new dwelling or structure must receive building permits from the County of Ventura before a new or larger meter is installed.
- Application fees, connection fees, and any other fees due and/or required must be paid to MOWD before a meter will be installed. Installation of new water service lines will be performed by a MOWD-approved contractor, to be paid by the applicant.
- The customer must not be in arrears for previous water bills. Payback plans are available to help customers pay the amounts owed to the District.

## **New Meters and Expansions of Services Policy**

### **D. Application Process**

Before submitting a formal application, Applicants are encouraged to talk to MOWD staff to understand the application process and requirements prior to proceeding. MOWD will inform the Applicant of their preliminary estimate of the adequacy of any available water allocation already in place for the Applicant's parcel. After MOWD informs the Applicant of existing water allocation for the Applicant lot, and before an application can proceed further, the Applicant must pay a non-refundable application fee to MOWD (*See Water Services Policy provided in Appendix A*).

To request a new meter or a Will-Serve Letter, a Project Applicant must provide MOWD with the following information:

- Ventura County Assessor's Parcel Number(s) for affected properties. (Note: Adjacent properties owned by a single landowner may be aggregated for the purpose of reassigning water allocations);
- Street addresses for the affected properties (parcel, lot);
- MOWD account number(s) for existing water meter(s) (found on your water bills).
- A brief description of the historic water uses since 2010: residential, irrigation, orchards, pools, etc;
- A description of changes that will be made to the property: new dwellings, commercial use, etc. The Applicant should provide a plot plan to scale, showing the property's existing and future land uses, including future dwellings, structures, and newly irrigated areas.
- An estimate of future water uses on the property, if available. If unavailable, the Applicant understands that water use above the current allocation poses a burden on the entire District and its customers and that such use above the current allocation will incur a greater cost and, in the event of further drought restrictions, possible limitations to service.

In summary, the District should be provided with sufficient information to evaluate the impact of the proposed land use on its future water demands. The attached Will-Serve Request Form (*provided in Appendix B*) should be used as a template, with attachments as needed to describe the proposed project.

### **E. Customers' Existing Allocations**

Each of MOWD's existing customer accounts has an assigned water allocation. A customer's baseline allocation (before reduction during drought stages) is comprised of fixed and variable allocation portions. The fixed allocation is 10 HCF/month for a primary residence, roughly corresponding to indoor water use, and is normally not reduced during drought stages. The variable part of the allocation roughly corresponds to outdoor water use and is reduced during

## New Meters and Expansions of Services Policy

drought stages. MOWD's *Allocation Program* is posted on its website. In addition, customers may use the allocation calculator on MOWD's website to confirm the allocation assigned to their account number.

### F. Determination of Allocation Adequacy

After an application is filed with MOWD, a final determination will be made by MOWD staff whether the applicant's existing water allocation is adequate to support the new dwelling or land use. If the existing allocation is adequate, then the allocation (fixed and variable) will be reassigned within the property. Approval by MOWD's Board will be required for the allocation reassignment, but no additional allocation will need to be acquired to proceed with the Will-Serve Letter and new meter if needed.

As an example of how this works, consider an existing residence on a large lot with a total baseline allocation of 300 HCF/year, consisting of 120 HCF/yr fixed allocation and 180 HCF/yr of variable allocation. Now suppose the homeowner wishes to build an ADU on the property. The fixed allocation for an accessory dwelling is 7 HCF/month or 84 HCF/yr. It turns out that a fixed allocation of 84 HCF/yr is equivalent to a variable allocation of 100 HCF/yr over a long-term drought cycle since the variable allocation is reduced with the drought stage, whereas a fixed allocation is not. So, to offset the water use of the proposed ADU, 100 HCF/yr would be subtracted from the variable allocation for the property. The results would be as follows:

#### Example of an Allocation Reassignment

Category of Water Use	Existing Allocation (HCF/yr)	Reassigned Allocation (HCF/yr)
Primary dwelling (Fixed)	120	120
Outdoor irrigation (Variable)	180	80
ADU (Fixed)		84
TOTAL	300	284

HCF = 100 cubic feet = 746 gallons

The above example shows the property has enough water allocation to support a second dwelling (ADU). Therefore, the property owner must reduce outdoor irrigation – or other water uses – to offset the water use of the new dwelling.

### G. Acquiring Additional Allocation

In the previous example, a large lot has a sufficient allocation to support a second dwelling. In the case of small lots, however, there may not be sufficient irrigation use to offset the new water demand of a second dwelling. Therefore, the adequacy of the existing allocation to support changes in land use will have to be determined by MOWD on a case-by-case basis.

## **New Meters and Expansions of Services Policy**

If a property does not have a sufficient water allocation to support a new dwelling or land use by reassigning existing allocations, it is MOWD's policy that an additional allocation may be purchased from Casitas MWD when allocation is available and the lake level is above 35% capacity. Information on this program is taken from Casitas MWD's *Water Efficiency and Allocation Program*, or WEAP, as cited below and posted on their website:

[Casitas MWD], *Water Efficiency and Allocation Program* (WEAP), May 12, 2021. The relevant portions of Casitas MWD's WEAP are reproduced below:

### **4.7 Availability of Allocations**

*The determination of supplies being available for issuance of new allocations of water shall be made upon staff recommendation at a regular Board of Directors meeting. The determination that water is or is not available shall be within the determination of the Board of Directors. The determination that a supply is available shall be based upon more detailed information about existing supplies, the availability of new supplies, new water supply projects, or contracts or proposed contracts for additional supplies where, in the opinion of the Board of Directors, the supply of water is definite enough to provide the assurance to the County of Ventura that there is a forty-year supply.*

### **4.8 Allocation for New or Expanded Water Uses**

*A customer may request a change to a water allocation assignment for the purposes of obtaining new or expanded use of water that is associated with a new building permit, new or existing conditional use permit, or agricultural irrigation acreage expansion. The approval of an addition or change to the limits of available water allocation are subject to the charges for new and/or expanded water allocation.*

*When the Board of Directors determines that additional new water supplies are available, either from the safe yield of the existing CMWD project supply or additional new supplies, supplies shall be allocated in accordance with the following criteria: No single property owner or Applicant for the given type of service (municipal, industrial or agricultural) shall receive a new water allocation greater than 10 percent of the total new available supply or the minimum standard residential allocation, whichever is greater. If the Applicant's allocation requirements are not fully met, the Applicant may maintain a position of priority until more water is available. All applicants seeking an allocation shall provide Casitas with a detailed description of the project, the use of water for which the water is sought, and information on peak flow and annual water requirements. Casitas shall determine meter size and amount of allocation based upon reasonable and necessary needs and Casitas' Rates and Regulations.*

## **New Meters and Expansions of Services Policy**

*The amount of water to be allocated shall be at Casitas' sole discretion. The assignment of an allocation shall be limited to the availability of water from the Lake Casitas safe yield and be based on current water demand factors as adopted by the District and as amended. The amount of water required for the project may be calculated and submitted for the consideration of Casitas by a civil engineer registered in the State of California representing the project proponent.*

When the lake level is above 35% capacity, and at the sole discretion of MOWD's Board of Directors, the process would generally proceed as follows:

- The Project Applicant will submit a detailed written application to MOWD, as previously described.
- The Applicant will discuss the project with District staff, who will provide a preliminary assessment of the adequacy of available allocations, or whether additional allocation must be purchased from Casitas MWD.
- If the Applicant is still interested in proceeding with an application, they must pay the MOWD application fee, and the formal application process will begin.
- MOWD will advise the Applicant in writing how much additional allocation must be acquired from Casitas MWD for the project.
- The Applicant would then meet with Casitas MWD and receive some sort of written assurance that sufficient additional allocation is currently available for the Applicant to acquire from Casitas MWD.
- Once MOWD has heard from Casitas MWD that additional Casitas allocation is available and that the Applicant is eligible to apply for it. MOWD will provide the Applicant with a Conditional Will-Serve Letter. The conditions in the letter will include the following:
  - A new or larger meter will only be installed after MOWD has received full credit for the additional allocation transferred from Casitas MWD.
  - The Applicant's water allocation(s) will be formally reassigned only after MOWD has received full credit for the additional allocation transferred from Casitas MWD.

### **H. Minimum Allocation To Be Acquired from Casitas MWD**

It is not reasonable to saddle future MOWD customers with unreasonably low allocations. Therefore, if the existing allocation is not sufficient to serve a new dwelling, then a minimum allocation should be acquired from Casitas MWD when lake capacity is above 35%. The minimum baseline allocation should be calculated for a property using the procedures provided in MOWD's Allocation Program. The existing allocation plus the new allocation acquired from Casitas MWD must together be adequate to supply the baseline allocation calculated for the property using the Allocation Plan procedures. The calculated allocation should consider any irrigable area removed from service due to the footprint of any new dwelling or structure.

## **New Meters and Expansions of Services Policy**

Example: Suppose a Project Applicant wishes to construct an ADU on a property with 120 units of fixed allocation and 90 units of variable allocation. There is not enough variable allocation to support the ADU's 100 units of equivalent fixed allocation. The Applicant might propose acquiring an additional 10 units per year, leaving no allocation for outside irrigation. However, in this case, once the threshold for acquiring Casitas MWD water is reached, the Applicant would have to acquire sufficient allocation from Casitas MWD to achieve the allocation for the property that would be calculated using the Allocation Program. Suppose the footprint of the ADU reduces the variable allocation from 90 to 50. Then the allocation amount to be acquired from Casitas MWD would be  $120 + 100 + 50 - 210 = 60$  units.

### **I. Conditional Will-Serve Letters**

MOWD's Board may approve a Will-Serve letter with certain conditions. Those conditions apply to the installation of the water meter. In general, the meter will be installed after building plans are approved by the County, and any allocation transfer from Casitas MWD has been finalized.

### **J. What if Casitas Has No Allocations Available?**

Casitas MWD's *Water Efficiency and Allocation Program*, normally posted on Casitas MWD's website, provides for the purchase of additional allocations for new dwellings. In recent years, the total amount of new allocation has been limited to 10 AF/year of new baseline demand. That is not much new demand compared to a pre-drought district-wide demand of nearly 20,000 AF/yr.

Suppose Casitas MWD does not have sufficient allocation available for purchase. In that case, a Project Applicant may have to wait until allocation becomes available in the following year or until the drought conditions end. The availability of surplus allocation is at the sole discretion of Casitas MWD.

### **K. Categories of meters within MOWD**

MOWD serves water to existing residential, commercial, and agricultural customers. MOWD's policy for will-serve letters, new meters, and expansion of service is discussed below for each meter category.

#### **Existing Residential Meters**

The MOWD Board believes that MOWD's Allocation Program is sufficient to supply the water needs of a typical family with a reasonable amount of outdoor irrigation. Residential customers who need more water to support a business could consider acquiring a commercial meter

## **New Meters and Expansions of Services Policy**

when available. The procedures for acquiring a new commercial meter would be followed, including review and approval by the Board of Directors.

### **Existing Residential Meters – Small Remodels**

Any residential customer with an existing water meter who constructs a remodel, room addition, garage conversion, etc., which does not require a will-serve letter from MOWD to obtain building permits, may receive water from the existing meter for those new purposes. However, no additional water allocation will be granted for those purposes. Outside irrigation must be reduced to stay within allocation limits, or the customer would pay over-allocation penalties for over-usage of water.

### **Existing Commercial Meters**

Commercial baseline water allocations are determined as specified by the Allocation Program. The Board will approve any modifications to the allocation amount to meet current demands using the waiver process provided in the Allocation Program if any existing commercial customers plan to expand their business and need to increase their water allocation. When Lake Casitas is over 35%, a customer may acquire additional allocation from Casitas MWD for transfer to MOWD.

### **Existing Agricultural Meters**

MOWD serves several agricultural customers. Until we can be assured of an adequate, secure water supply in times of drought, MOWD will not encourage or provide for any increase in water demand for existing agricultural customers.

Agricultural allocations are determined as specified by the Allocation Program in effect. The Board shall approve any modifications to allocation amounts using the waiver process provided in the Allocation Program. Except as provided through the waiver process, no additional allocations may be acquired from MOWD or purchased from Casitas by existing agricultural customers.

### **New Residential Meters**

New residential meters may be provided to new customers on empty lots. However, if the property does not have a MOWD baseline allocation, and when Lake Casitas capacity exceeds 35%, the Project Applicant must acquire an allocation from Casitas MWD for transfer to MOWD. The new meter will be installed after all fees have been paid. Any new service lines must be installed by a MOWD-approved contractor at the customer's expense.

If the proposed project includes a new primary dwelling and an ADU, then the available allocation transfer must be adequate for both. Depending on the site layout, the District will determine whether two different water meters will be necessary.

## **New Meters and Expansions of Services Policy**

### **New Stand-Alone Accessory Dwelling Units**

An existing customer may wish to construct a stand-alone ADU separate from the primary dwelling. Suppose the existing water allocation can be redistributed between the primary dwelling and ADU, with some leftover for outside irrigation. Then the existing allocation is adequate, and a Will-Serve Letter may be issued. Depending on the site layout, the District will determine whether 2 different water meters and service laterals will be necessary. If Lake Casitas exceeds 35%, the customer may acquire additional allocation from Casitas MWD for transfer to MOWD.

### **New ADU Conversion**

If a new ADU is constructed mostly within the footprint of an existing dwelling, as described in Section 65852.2 of the CA Government Code and Ventura County Ordinance 2020-003, and if the water allocation assigned to the parcel is adequate, then MOWD will issue a Will-Serve letter. This will not require a separate meter and water service line for the ADU. No connection fee will be charged. If the customer wishes MOWD to install a separate meter for convenience, that would be done at the customer's expense.

### **New Tiny Homes**

Tiny homes (under 500 SF) with permanent foundations will be treated the same as other types of homes, whether existing or new, primary or secondary residences, ADU, etc., except that the monthly fixed baseline allocation will be set at 5 Units/mo, as established in the Allocation Program. This policy applies only to County-permitted tiny homes.

### **New Commercial Meters**

A Project Applicant may receive a new commercial meter to support a new or expanded business. Suppose the property does not have a MOWD baseline allocation. In that case, the Project Applicant will need to request sufficient allocation from Casitas MWD when Lake Casitas exceeds 35% capacity, as described in the preceding sections.

### **New Agricultural Meters**

It is MOWD's policy that MOWD will install no new agricultural meters. An exception may be considered when the new meter is a replacement for convenience only and will not support additional water demands (above pre-drought levels) nor support increases to planted acreage. Any new agriculture within MOWD would have to be supplied from private wells until we can be assured of an adequate, secure water supply in times of drought.

### **New Meters for Affordable Housing Multiple-Family Dwellings**

Considering the current housing shortage in California, MOWD will consider issuing Will-Serve Letters on a case-by-case basis for new multiple-family dwellings or new mobile home parks of



## **New Meters and Expansions of Services Policy**

5 or more units that dedicate 100% of their units for affordable housing as defined in Section 50052.5 of the California Health and Safety Code.

State law requires agencies to prioritize affordable housing, so the steps are provided in some detail below. A proposed project would proceed with the following steps:

### **I. Initial Submittal to MOWD for New Affordable Housing**

The following information shall be submitted to MOWD for approval of the MOWD Board for consideration of a Will-Serve Letter:

- A detailed written description of the project;
- A project site plan;
- A calculation of the baseline water allocation for that project;
- A description of water metering arrangements for the project;
- Any Initial Study or CEQA documents prepared for environmental review;
- A detailed project schedule;
- A discussion of any Net Zero Plan for water supply mitigation, including a plan that guarantees its long-term maintenance and viability; and
- A detailed description of what is requested from MOWD.

Before formally submitting this information to MOWD Board, it is recommended that the project proponent meets with MOWD General Manager and possibly with a Board committee at the General Manager's discretion. The General Manager may make recommendations of additional information that should be provided.

### **II. Determination of Project Requirements**

After reviewing the submitted project application, the Board will make a determination by voice vote at a regularly scheduled Board meeting whether or not (a) the information is adequate and (b) the proposed project meets MOWD's requirements for a Will-Serve Letter for affordable housing, and (c) the project would be allowed to proceed to the next stage of the process. The required baseline allocation would also be approved, including the amount of allocation to be transferred from Casitas MWD. The Board may impose additional requirements on the project at that time. MOWD reserves the right to develop its own water demand projections for the project. The Board may impose an application fee and a connection fee that reflects the cost of buying into existing facilities and developing new well capacity and related facilities.

### **III. Confirm Allocation Available from Casitas MWD**

MOWD must receive a written letter from Casitas MWD confirming that they will approve the purchase of the required baseline allocation by the project proponent and, after its purchase, a

## **New Meters and Expansions of Services Policy**

transfer of the baseline allocation to MOWD's account. The amount of baseline allocation shall be the larger of the project proponent's County-approved water demand estimate or a baseline allocation calculated using the MOWD *Allocation Program* then in effect.

### **IV. Board Approval of the Will-Serve Letter**

Once written confirmation is received by MOWD that Casitas MWD is willing to allow the project proponent to purchase the necessary baseline water allocation and to transfer that allocation to MOWD (when Lake Casitas exceeds 35%). MOWD will consider whether to approve the issuance of the Will-Serve Letter to the project proponent. Approval shall be by voice vote at a regularly scheduled MOWD Board meeting.

### **V. Issue Will-Serve Letter**

Once Board approval is obtained, the General Manager will provide the project proponent with a written Will-Serve Letter. The letter will expire after one year but may be extended with Board approval. Will-Serve letters are not transferrable between property owners, unless preapproved by the MOWD Board. MOWD's connection fee must be paid before the meter is installed.

### **VI. Acquire Allocation from Casitas MWD**

Within one year or more, and if an extension is granted, the project proponent shall purchase a baseline allocation from Casitas MWD and arrange for its transfer to MOWD. The project proponent is responsible for negotiating a sales agreement with Casitas MWD, including cancellation and buyback provisions in case the project is abandoned.

### **VII. Install the Water Meter(s)**

The project's water meter(s) will be constructed and activated once the connection fees have been paid, with the service line installed by District approved contractor at the customer's expense, and all other project requirements have been met.

### **VIII. Other Requirements**

- To ensure the developer's compliance with MOWD's conditions, MOWD may require the developer to provide a suitable bond to ensure conformance.
- For multiple-family dwelling units, it is preferable for each apartment to have a separate water meter. The Homeowners Association may have a separate meter for communal landscape irrigation. The total baseline allocation will be distributed appropriately among those meters, as determined by MOWD.
- Will-Serve Letters for new Multiple-Family dwellings will be limited to one per year, on a first-come-first-served basis, as established by Step 2 above. (Completing Step 2 provides evidence that the project is serious.) If the quota for these projects is filled, the

## **New Meters and Expansions of Services Policy**

project proponent may wait until space becomes available. Nevertheless, to maintain priority, the project proponent must make regular progress in advancing the project. Priority will not be granted for projects that are not deemed to be serious.

### **L. Unique Customer Conditions**

Some customers may have unique conditions not clearly encompassed within the preceding meter categories. For example, some projects might offset existing water demands in some way. The Board will consider such unique cases providing a way is found to offset any future demand increases above historical levels with reduced irrigation, purchase of allocation from Casitas MWD, etc. Applicants must provide a letter explaining their project and its unique circumstances.

### **M. Fire Flow Requirements**

Meiners Oaks Water District provides fire hydrants distributed throughout the District. These should be adequate to support most residences and new dwellings. The following requirements apply:

- Suppose a larger water meter is required on a residential or commercial property solely to upgrade fire protection to add indoor, automatic fire sprinklers without any other expectation of increased water use. In that case, no additional water allocation is required, and a more simple application process would be followed. Again, supporting documentation should be provided to MOWD by the Project Applicant.
- The Project Applicant is responsible for ensuring that the nearest fire hydrant's location meets any Ventura County Fire Protection District requirements as part of the County permitting process.
- If a new residence requires the installation of a new hydrant, the Applicant will be responsible for funding the new hydrants and associated pipelines to existing water mains.
- New residences located high on hillsides, where adequate fire pressures cannot be reliably maintained, shall require special consideration. The Project Applicant may be required to fund new facilities needed to increase pressure. Alternatively, Applicants may need to install their own booster pumps and tanks. The Ventura County Water Works Manual requires MOWD only to supply a minimum pressure in the water main, not at the residence.

### **N. Utility Connection Fees and Meter Expenses**

Utility connection fees shall be established for new meters or larger meters with significant expansions of water service. Those fees are associated with the capital cost of producing and delivering water. MOWD does not charge any impact fees as described in Section 65852.2 of the Government Code.

## **New Meters and Expansions of Services Policy**

In accordance with Section 65852.2 of the Government Code, MOWD charges a connection fee for a stand-alone ADU, even if no second meter is installed. In accordance with Section 65852.2 of the Government Code, MOWD does not charge a connection fee for new ADUs built nearly entirely within the footprint of a primary residence.

### **O. Cost of Meters**

The Project Applicant must pay for purchasing and installing any new meter and related facilities: corp-stop, service lateral, isolation valves, to District standards. MOWD will provide a list of approved contractors, and the Project Applicant must contract directly with one of them to do the work. In addition, the Project Applicant must pay MOWD's inspection fees.

Once the meter is installed, MOWD will assume the maintenance cost from the water main up to and including the meter.

### **P. Other Related Policy Issues**

#### **I. Allocations Subject to Change**

All assigned baseline and reduced drought-stage allocations are subject to change by MOWD Board action and as required due to worsening drought, new State laws, changes to the policies of Casitas MWD, etc.

#### **I. Water Use without an Official Allocation**

It is the policy of MOWD that if a customer uses water without an official allocation from MOWD, then 100% of that customer's water usage will be subject to the over-allocation penalties then in effect. In addition, if a customer has less allocation than necessary to meet demands, over-allocation penalties shall be paid for the amount of usage exceeding the allocation. This provision also applies when the customer cannot complete a transfer of additional allocation from Casitas MWD to MOWD or provide adequate documentation that the transfer has been completed.

#### **II. Net Zero Impact of New Development**

As a condition for obtaining approvals for new development, the County of Ventura may require a "Net Zero Impact" for a development. MOWD may also impose a Net Zero Impact requirement before issuing a Will-Serve Letter. Under that requirement, the developer must retrofit other facilities within the MOWD boundaries and provide water conservation off-site within the MOWD boundaries to compensate for the proposed water use by the development.

Before MOWD issues a Will-Serve Letter to a developer with a Net-Zero Impact requirement, the developer must commit to implementing the associated mitigation within the boundaries of MOWD to reduce water demands on MOWD. The Will-Serve Letter will include a condition that

## **New Meters and Expansions of Services Policy**

the meter will not be installed until the mitigations within MOWD have been completed and certified by the County.

In addition, a project proponent shall provide a detailed plan that guarantees the long-term viability of the Net Zero Impact measures implemented. Approval of this plan by the County and by MOWD is required before MOWD will approve a conditional Will-Serve Letter.

### **III. Validity Dates of Outstanding Will-Serve Letters**

Prior to the current drought, MOWD issued some Will-Serve Letters without expiration dates. However, with current water supply limitations, those letters committed MOWD to deliver water it does not have available. Therefore, MOWD hereby adopts a policy that all outstanding Will-Serve Letters without expiration dates will expire (or have expired) 5 years after the date of issuance. If a Will-Serve Letter does not have an issue date, MOWD will assign an issue date based on associated correspondence.

Once a Will-Serve letter has expired, the Board may consider issuing a new Will-Serve letter to that customer with updated terms and conditions incorporating the latest information on drought reliability, water allocations, and drought stage. The customer should apply for the replacement Will-Serve letter and provide all relevant project information in accordance with MOWD New Meters and Expansion of Services Policy in affect at the time. The Board will use its discretion to decide whether or not to issue a new letter.

### **IV. Lot Splits**

MOWD's policy is that additional allocations will not be provided to a customer who has completed a lot split after adopting this policy and the Allocation Program. Note that the County does not typically notify MOWD of lot splits. This issue would usually be brought to MOWD's attention by a customer requesting revised allocations for the new amended lot(s).

### **References**

Appendix A: Water Services Policy – Fees

Appendix B: Will-Serve Request Form

Appendix C: Explanation of Fixed and Variable Allocation Conversions

## New Meters and Expansions of Services Policy

### Appendix A: Water Services Policy- Fees

#### New Service Refundable Deposits

Residential	Commercial	Agriculture
\$50.00	\$75.00	\$150.00

#### Fines for Improper Water Use

	Stage 1	Stages 2 & 3	Stages 4 & 5
First Violation	No Fine	Warning	Warning
Second Violation	No Fine	\$100	\$150
Third Violation	No Fine	\$100	\$250
Fourth Violation	No Fine	\$200	\$350
Fifth Violation	No Fine	\$300	\$450
>5 Violations	No Fine	\$500	\$550

#### Penalties

Delinquent Payment	25%
Returned Checks	\$12
Reconnect for Non-payment	\$50 (normal hours) \$150 (after hours)
Failure to Test Backflow	\$150

\*Customers must provide test results within 14 days of the 3<sup>rd</sup> request or a fine may be applied and water service will be disconnected. Reconnection fees will apply

#### Administrative Fees

Will-Serve Letter Requests, New Meters or Expansion of Service Requests	\$100.00
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#### Temporary Hydrant Meter (6-month Rental Maximum)

Deposit	\$1,000
Administrative Fee	\$100
Usage Charge (per unit)	\$3.85
Monthly WAC	\$36.00

## New Meters and Expansions of Services Policy

### Appendix A: Water Services Policy- Fees

	5/8" & 3/4"	1"	1.5"	2"	3"	4"	6"
Customer Valves	\$95	\$130	\$238	\$238			
*Meter Testing	\$48	\$53	\$159	\$159	\$175	\$175	\$250

\*Standard shipping rates will be applied

Lock Cutting                \$150

Meter Tampering        \$150 & up

Fire Flow Testing        \$300/hydrant

## New Meters and Expansions of Services Policy

### Appendix B: Will-Serve Request Form for Existing Meters

A “Will-Serve” letter may be issued upon the District’s completion of an analysis determining that all conditions of approval are met.

#### Applicant Information:

Name:

Company:

Mailing Address: Phone:

Email:

#### Project Information:

Assessor's Parcel Number: Service Address:

City, State, Zip Code:

Account #:

Planning Department Development case number (if applicable):

#### Type of Construction:

☐ New Construction ☐ Tenant Improvement ☐ ADU ☐ Other

#### Type of Use:

☐ Single Family Res ☐ Multi-Family Res (# of dwellings\_\_\_\_) ☐ Commercial

#### Description of Project:

#### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.



## **New Meters and Expansions of Services Policy**

☐ I acknowledge that MOWD will bill a \$100 nonrefundable Administrative Fee.

**Applicant Signature**

**Date**

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*

DRAFT

## New Meters and Expansions of Services Policy

### Appendix C: Explanation of Fixed and Variable Allocation Conversions

#### Introduction

MOWD's Allocation Program provides each water meter with a water allocation that is composed of two parts: a fixed portion that does not normally change with drought stage, and a variable portion that is reduced during higher stages of drought. Because the variable portion is reduced with drought stage while the fixed portion is not, these two types of allocations differ in their impacts on MOWD's water supply. Those differences should be considered when re-assigning allocations to allow for new water uses, such as construction of an ADU or "granny flat."

The purpose of this supplemental report is to provide a simple analysis for comparing the impacts of fixed and variable allocations.

#### A Simple Model

MOWD's drought stages are based on those of Casitas MWD, which are, in turn, tied to the Level of Lake Casitas, as described in their Water Efficiency and Allocation Program (WEAP). MOWD is required by its water service agreement with Casitas MWD to implement water conservation measures equivalent to the WEAP. The five drought stages are summarized below:

<b>Drought Stage</b>	<b>Lake Storage</b>	<b>Mandatory Conservation</b>
1	50% – 100%	0%
2	40% – 50%	20%
3	30% – 40%	30%
4	25% – 30%	40%
5	< 25%	50%

During each of these drought stages, the variable part of a customer's baseline allocation is reduced by the mandatory conservation amount shown in the table.

The safe yield estimate for Lake Casitas has been based on a 20-year drought period, using historical hydrology data. (See reports by Casitas MWD and others.) Note that a drought is defined to begin in a year that the lake spills. The year with the lowest lake level – after which it begins to refill due to a wetter cycle – defines the end of the 20-year drought. During any long-term drought, there will be some wet years within the predominantly dry years. The simplest model of a 20-year drought can be developed from the following assumptions:

- 1) The drought begins with Lake Casitas filled to its maximum storage capacity of 238,000 acre-feet.

## **New Meters and Expansions of Services Policy**

- 2) The drought ends in the 20th year at its minimum pool storage of 23,800 AF.
- 3) The storage capacity declines at a uniform rate during each year of the drought.

In reality, rainfall will not be uniformly distributed among the 20 drought years. In addition, there are nonlinearities, such as evaporation that declines with lake level. Nevertheless, it can be argued that if 1,000 statistically significant drought cycles were developed and averaged, the mean would display a similar monotonical decline in lake level during the drought. It is argued that this simple model is adequate for the purpose of adjusting allocations for ADUs. What is important here is to make some sort of adjustment for the sake of fairness to all customers, new and old.

### **Model Results for Fixed Allocations of 84 HCF/yr and 120 HCF/yr**

An Auxiliary Dwelling Unit requires a fixed allocation of 7 HCF/month, or 84 HCF/yr. (Note that 1 HCF = 100 cubic feet = 748 gallons.) The total water use during a 20-year drought is compared to the water used by a variable allocation of 98.4 HCF/yr in Table 1. In the table,

N is the drought year.

Storage is the amount of water in the lake at the beginning of that year.

Storage Pct is the storage as a percentage of maximum capacity.

Stage is drought stage in accordance with the WEAP.

Usage Allowed is the amount of variable allocation that may be used without penalty at that drought stage.

Fixed is the amount of fixed allocation used each year, which is not reduced during drought stage.

Variable is the amount of the variable allocation that may be used each year, which is reduced during drought stages 2 – 5.

Table 1 shows that a fixed allocation of 84 HCF/yr allows a total water usage of 1680 HCF over the drought cycle. By comparison, a variable allocation of 98.4 HCF/yr (chosen by trial and error in an Excel spreadsheet) allows a total water usage of 1682.6 HCF during the drought – about the same. If we round off, we can conclude that 84 HCF of fixed allocation is equivalent, in terms of drought water usage, to 100 HCF/yr of variable allocation.

If this exercise is repeated for a fixed allocation of 120 HCF/year, then that is shown to be equivalent to a variable allocation of 140 HCF/yr in Table 2.

## New Meters and Expansions of Services Policy

**Table 1**

**84 HCF fixed allocation equivalent to 100 HCF of variable allocation**

### Drought Period Model of Fixed vs Variable Demands

N	Storage (AF)	Storage Pct	Stage	Usage Allowed	Fixed (HCF/yr)	Variable (HCF/yr)
1	238,000	100	1	100%	84	98.4
2	227,290	96	1	100%	84	98.4
3	216,580	91	1	100%	84	98.4
4	205,870	87	1	100%	84	98.4
5	195,160	82	1	100%	84	98.4
6	184,450	78	1	100%	84	98.4
7	173,740	73	1	100%	84	98.4
8	163,030	69	1	100%	84	98.4
9	152,320	64	1	100%	84	98.4
10	141,610	60	1	100%	84	98.4
11	130,900	55	1	100%	84	98.4
12	120,190	51	1	100%	84	98.4
13	109,480	46	2	80%	84	78.7
14	98,770	42	2	80%	84	78.7
15	88,060	37	3	70%	84	68.9
16	77,350	33	3	70%	84	68.9
17	66,640	28	4	60%	84	59.0
18	55,930	24	5	50%	84	49.2
19	45,220	19	5	50%	84	49.2
20	23,800	10	5	50%	84	49.2
<b>Total</b>					<b>1680</b>	<b>1682.6</b>

## New Meters and Expansions of Services Policy

**Table 2**  
**120 HCF fixed allocation equivalent to 140 HCF of variable allocation**  
**Drought Period Model of Fixed vs Variable Demands**

N	Storage (AF)	Storage Pct	Stage	Usage Allowed	Fixed (HCF/yr)	Variable (HCF/yr)
1	238,000	100	1	100%	120	140.0
2	227,290	96	1	100%	120	140.0
3	216,580	91	1	100%	120	140.0
4	205,870	87	1	100%	120	140.0
5	195,160	82	1	100%	120	140.0
6	184,450	78	1	100%	120	140.0
7	173,740	73	1	100%	120	140.0
8	163,030	69	1	100%	120	140.0
9	152,320	64	1	100%	120	140.0
10	141,610	60	1	100%	120	140.0
11	130,900	55	1	100%	120	140.0
12	120,190	51	1	100%	120	140.0
13	109,480	46	2	80%	120	112.0
14	98,770	42	2	80%	120	112.0
15	88,060	37	3	70%	120	98.0
16	77,350	33	3	70%	120	98.0
17	66,640	28	4	60%	120	84.0
18	55,930	24	5	50%	120	70.0
19	45,220	19	5	50%	120	70.0
20	23,800	10	5	50%	120	70.0
<b>Total</b>					<b>2400</b>	<b>2394.0</b>

## **New Meters and Expansions of Services Policy**

### **Conclusions**

The conclusions of this analysis are:

To provide allocation for a new ADU, 100 HCF/yr may be subtracted from a property's variable allocation and 84 HCF/yr should be added to the fixed allocation for the ADU.

To provide allocation for a new primary residence, 140 HCF/yr may be subtracted from a property's variable allocation and 120 HCF/yr should be added to the fixed allocation for the new primary dwelling.

To provide allocations for other combinations of new uses, the amounts to be subtracted from the variable allocation and added to the fixed allocation should be proportional to the above.

Note that there are factors in this approach that favor existing customers, most notably being the unlikelihood of MOWD's wells being out of service for an entire water year. That has never happened to date.



Feb. 26, 2022

President Mike Etchart

Meiners Oak Water District

202 W El Roblar Dr, Ojai, CA 93023

**Re: Proposal for Engagement and Fee Arrangement**

Cc: Justin Martinez, General Manager

Attachment: WP 2022 Schedule of Fees

Dear Mike and members of the MOWD Board of Directors,

Pursuant our lovely conversations this last fall and winter 2021, please find our simple proposal to initiate work together towards sustainable funding pathways for Meiners Oaks Water District. As discussed, this Letter of Engagement will initialize work to plan to assist organizing, recommendations, design and funding opportunities for Water Resilience for Meiners Oak Water District. The Primary Scope will focus on Fundraising: Leverage current funds to receive private, state, federal monies. These tasks of the Primary Scope include, but are not limited to:

1. Strategic funding plan, including base language and objectives for funding;
2. Match guidance;
3. Actual grant writing as needed.
4. Readiness for upcoming funding; *(\$150, update monthly for meetings)*
5. Grant funding subcommittee meetings attendance, prioritization assistance *(\$150, 1.5 hour meeting, fixed rate monthly)*
6. Monthly, or regular update coordination meetings as needed. *(\$150, 1.5 hour meeting, fixed rate monthly)*

This agreement covers any Scope of Work with work product estimates, as well as “as needed” consulting to be billed at an hourly rate. Fees and estimates on work products #1-3 will pre-authorized prior to invoicing. To assist the district in budgeting, a base rate of \$450 to attend meetings, and funding updates on a regular basis (work products #4-6). WP will only charge time and materials; if no meetings or work is performed, there will be no fee. If additional WP staff are needed, their participation will be charged per the rate sheet attached.

Additional services can be also are covered by this agreement, with amendment, as needed. Examples of these phases of work products include:

**Additional Scope Services:**

**Discovery:** Infrastructure Troubleshooting, Water Overages, Water Rights Due Diligence, Water Quality and Quantity Quantification

**Assessment:** Water Demand, Alternative Water Supply Opportunities, Multiple Benefit (Fire Resilience, Pollinator, Heat Reduction, Energy Reduction, etc.) opportunities, Decision Tree Matrix

**Planning:** Catalog of Projects, Integrated Concept Plans, Permitting Pathways, 60% Design Plans

**Monitoring:** Assist with state of the art dashboards to understand and track progress, successess

**Messaging:** Assist with appropriate “counting” of actions for public messaging. Custom messaging/graphics and dashboards.

**Engineering:** 100% Design Plans\* (Site based: residential, ag, commercial stormwater and water resource engineering and landscape architect plans).

**Installation:** Installation or Construction Guidance and Project Management\*

*\*(Will need liability addendum at this juncture, with local contracting, scope pending).*

Central Sierra Office: 18653 Main Street / PO Box 1063, Groveland, CA 95321 | Tel. 209.732.1800

Central Coast Office: 206 N. Signal Street, Ojai, CA 93023

[www.WatershedProgressive.com](http://www.WatershedProgressive.com) | [info@WatershedProgressive.com](mailto:info@WatershedProgressive.com)



**Terms and Fees.** Our schedule of fees accompany this letter which pertain to the Scope of Work as stated above for the next calendar year. *Terms are applicable until written notice of termination by either party. Invoicing will be simple with one monthly invoice per property to ease paperwork.*

**Indemnification**

*Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.*

We look forward to engaging you, and other MOWD Board of Directors staff and members, in supporting a solution-oriented water resilience pathway for the Meiners Oaks Water District. Your signature to this letter signifies agreement to engage WP to proceed with Scope of Work as stated above, as well as any other consulting products listed in this letter on an “as needed basis”.

Overall, this looks like a wonderful fit for both our entities, and I look forward to supporting the District on it’s water resilience objectives. Please don’t hesitate to contact me with any questions or amendments to this engagement.

Sincerely,

*Agreement to Engage WP Services*

Regina Hirsch  
Executive Director

Authorized Representative  
Meiners Oak Water District

Date





## FEE SCHEDULE & BILLING TERMS

BILLING RATES EFFECTIVE JANUARY 1, 2022

*Fee charges are based on the staff level involved at the following rates:*

### PLANNING/DESIGN:

PLANNER I .	\$105/hr.
PLANNER II	\$130/hr.
SENIOR PLANNER	\$180/hr.
CIVIL & ENVIRONMENTAL ENGINEER	\$175/hr.
MECHANICAL ENGINEER	\$155/hr.
GEO HYDROLOGIST	\$235/hr.
REGENERATIVE AG ANALYST	\$150/hr.
LANDSCAPE DESIGNER I	\$105/hr.
LANDSCAPE DESIGNER II	\$170/hr.
LANDSCAPE ARCHITECT	\$175/hr.
CREATIVE DIRECTOR	\$170/hr.
DESIGN INTERN	\$85/hr.
DESIGN TECHNICIAN I	\$105/hr.
DESIGN TECHNICIAN II	\$130/hr.
WATER ANALYST I	\$105/hr.
WATER ANALYST II	\$130/hr.
GIS SPECIALIST/PERMITTING SPECIALIS	\$130/hr.
QUALITY ASSURANCE/MONITORING SPECIALIST	\$105/hr.
RESEARCH/ADMINISTRATION	\$90/hr.

### EDUCATION/OUTREACH:

PUBLIC PARTICIPATION PLANNING	\$120/hr
PRESENTER/STAKEHOLDER COORDINATOR	\$180/hr.
INTERPRETATIVE DESIGNER/GRAPHIC SPECIALIST	\$130/hr.
VISUAL/AUDIO SPECIALIST/GENERATION	\$150/hr
CIRRICULUM DEVELOPMENT/STEMA/TRAINING GENERATION	\$150/hr.
INTEGRATED ARTS	\$150/hr.
BILINGUAL COMMUNICATIONS DEVELOPMENT	\$150/hr
GRANT WRITER	\$130/hr.
GRANT ADMINISTRATION	\$130/hr.
SPECIAL EVENT/CONFERENCE PLANNING COORDINATOR	\$130/hr..

### LANDSCAPE INSTALLATION AND CONSTRUCTION MANAGEMENT:

SITE FOREMAN	\$105/hr.
PROJECT MANAGER	\$130/hr.
CONSTRUCTION ADVISOR	\$105/hr.
REGENERATIVE AG FIELD ANALYST	\$150/hr
HEAVY MACHINERY OPERATOR	\$130/hr.
CONSTRUCTION TECHNICIAN	\$45/hr.
LANDSCAPE AND REGENERATIVE AGRICULTURAL GENERAL LABORER	\$48/hr.
WATER RESOURCE REUSE SPECIALIST I	\$90/hr.
WATER RESOURCE REUSE SPECIALIST II	\$105/hr.
IRRIGATION AUDITOR	\$90/hr.
MAINTENANCE/MONITORING TECHNICAN	\$100/hr.
WATER RESOURCE FIELD SPECIALIST (rainwater, greywater, stormwater)	\$90/hr.

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#### **EXPERT WITNESS/DEPOSITION RATES:**

Hourly rate for work involving actual expenses in court (4 hours minimum), giving depositions or similar expert testimony, will be billed \$400 per hour regardless of job classification.

**NOTICE OF LICENSURE: NOTICE OF LICENSURE, CLIENT IS HEREBY ADVISED THAT WATERSHED PROGRESSIVE IS LICENSED BY THE STATE OF CALIFORNIA TO PROVIDE LANDSCAPE AND WATER MANAGEMENT SITE SERVICES. SPECIFIC PROJECT SERVICES WILL BE PROVIDED UNDER THE DIRECTION OF EITHER A LICENSED CIVIL ENGINEER OR LICENSED LAND SURVEYOR, AS APPROPRIATE TO THE SCOPE OF SERVICES ENVISIONED.**

#### **EXPENSES:**

Out of pocket expenses (outside printing, bonds, permits, and plan check fees) paid by us are charged at cost plus 15%. Per Diem subsistence not to exceed \$75.00, plus 15% will be charged for individuals on out-of-area projects requiring more than one day. Mileage costs may be charged to and from projects outside a twenty-mile radius from the office. In-house blueprinting is charged at \$2.00 per regular full-size sheet, and \$3.00 per oversized sheet. For sepia or sepia mylar, the charge for printing shall be \$8.00 per full size sheet, and \$15.00 per oversized sheet. In-house photocopying may be charged at \$0.30 per sheet.

#### **BILLING TERMS AND CONDITIONS:**

1. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
2. Client agrees that all invoices from Watershed Progressive are correct and conclusive, and binding on Client unless Client, within (20) days from the date of receipt of such billing, notifies Watershed Progressive in writing of alleged inaccuracies, discrepancies, or errors in the billing.
3. If Client fails to pay Watershed Progressive within thirty (30) days after invoices are submitted, Client agrees that Watershed Progressive shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligation, and responsibilities of Watershed Progressive are suspended or terminated. In such even, client shall promptly pay Watershed Progressive for all fees, charges, and services provided by Watershed Progressive.
4. Client agrees to pay a monthly late payment 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 original billing.
5. It is Watershed Progressive's policy to require that all outstanding receivable balances are current prior to submittal of any documents to regulatory agencies, submittal of improvement plans or revisions to City or County agencies for plan check, or release of any final plans or documents to clients. Outstanding receivable balances are defined as all invoices submitted 30 days or more prior to the scheduled submittal date. Client is advised to coordinate their payment schedule to ensure all such invoices are paid. Watershed Progressive reserves the right to require, upon prior written notice to Client, that additional progress payments or final payment be made for all fees, charges, and services prior to any submittals or release of any documents.
6. Watershed Progressive will not be held responsible or liable in any way for any project delays or damages resulting from non-submittal of improvement plans or other deliverables due to Client's non-payment of account, as defined in (5) above.
7. It is the Client's responsibility to advise Watershed Progressive concurrent with notice to proceed, of any special billing formats required by the Client's accounting department. If timely notification of special accounting handling or special documentation requirements is not made, any delays in payment to Watershed Progressive shall be subject to the conditions in paragraph (5) above.
8. It is the Client's responsibility to clearly identify to Watershed Progressive the name of Client's representative's authorized to approve any change orders to the contract scope of work. Change order to the original scope of work submitted by Watershed Progressive must be immediately authorized in writing by Client and returned to us. Failure by Client to provide

Central Sierra Office: 18653 Main Street / PO Box 1063, Groveland, CA 95321 | Tel. 209.732.1800

Central Coast Office: 206 N. Signal Street, Ojai, CA 93023

[www.WatershedProgressive.com](http://www.WatershedProgressive.com) | [info@WatershedProgressive.com](mailto:info@WatershedProgressive.com)



timely written authorization of change orders shall result in immediate suspension of work on that change order, without written notification to Client.

9. Clients may request, in order to expedite project schedules, that Watershed Progressive work overtime. Advance written acceptance of the Watershed Progressive overtime authorization addendum to contract is required to any work being performed. All overtime work will be billed at one and one half (1-1/2) times our regular fee schedule rates for all categories of personnel (professional and hourly). It is understood by client that such overtime may substantially increase Client's total cost for project, employee benefits to field or office employee due to the terms of labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
10. In the event that Watershed Progressive'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 rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
11. Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Watershed Progressive shall not be considered an assignment for purposes of this agreement.

## **Review of Application for Will Serve Letter**

### **ADU for Property with Existing Meter at W. El Roblar (47-447 S. La Luna).**

#### ***Proposal***

The proposed project consists of new construction for a residential building including the following: (a) single-story single-family dwelling of 5,700 net sqft comprised of 4 bedrooms, 6 bathrooms; (b) Accessory dwelling unit of 800 sqft; (c) Agricultural barn 1,180 sqft, attached garage of 720 sqft and basement of 1,370 sqft. Future (d) agricultural barn (hay barn) of 1,250 sqft and an agricultural barn (packing shed) of 1,850 sqft. (which will be submitted under a separate permit).

Applicant provided a detailed site plan, showing the location of the proposed dwellings and structures.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 10.23-acre parcel.

#### ***Screening Step 2. Will the current allocation support an ADU? YES***

Allocation Details:

- Allocation Case Identifier: AB-0005
- Allocation Category: 1 RES meter, 1 Parcel
- Parcel Size: 10.23 acre (445,618.8 sq ft)
- Current Base Fixed Allocation: 0 HCF/yr
- Current Base Variable Allocation: 521 HCF/yr
- Fixed Base Allocation Needed to Support Primary Dwelling: 140 HCF/yr
- Fixed Base Allocation Needed to Support ADU: 100 HCF/yr
- Deduction from Variable Allocation needed to Support Primary & ADU through drought stages: 240 HCF/yr

If the Primary & ADU are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

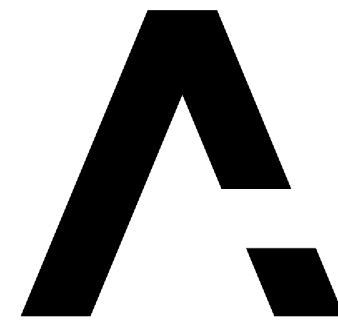
- New Base Fixed Allocation: **240 HCF/yr**
- New Base Variable Allocation: **281 HCF/yr**

#### ***Recommendation***

A will serve letter can be supplied, but must clearly state:

- Letter applies only to the proposed Primary Dwelling & ADU as described in the applicant-provided preliminary site plan with the file date 08-15-2022
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.





MEINERS OAKS

ARCHITECT:

ANACAPA ARCHITECTURE  
235 EAST CANON PERDIDO  
SANTA BARBARA, CALIFORNIA 93101  
805.770.7110  
www.anacapaarchitecture.com

CLIENT:

GRIFFIN & RACHAEL BARKLEY (805) 797-2417

PROJECT ADDRESS:

47-447 S LA LUNA AVE, OJAI  
CALIFORNIA 93023  
PARCEL #: 017-0-160-150

HENRY LAND SURVEYING INC.  
JEREMY HENRY - LAND SURVEYOR  
619 Crestview Drive, Ojai, CA 93023  
jeremyhenry1118@gmail.com  
(805) 216-8124



HORIZONTAL DATUM: NAD 83, ZONE 8, US SURVEY FEET  
VERTICAL DATUM: NAVD 88

DATE OF SURVEY: OCTOBER 18, 2021  
CONTOUR INTERVAL = 1 FOOT  
DRAWN BY: JEREMY HENRY, PLS 8135

APN 017-0-160-150  
EL ROBLAR & LA LUNA  
OJAI, CALIFORNIA  
TOPOGRAPHIC MAP

SHEET 1  
OF 1  
JOB NO. 20-75

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BUILDING & SAFETY  
SUBMITTAL

REVISIONS			
NO.	DESCRIPTION	DATE	
8	100% CD	22.05.20	
9	25% CD	22.08.02	

PRINTED: 8/5/2022 11:52:55 AM  
PROJECT #: JOB NO. 2020  
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EXISTING SITE SURVEY

A050

LEGAL DESCRIPTION:

Parcel 2 as shown on Lot Line Adjustment Parcel Map Waiver No. 724, as evidenced by document recorded October 12, 1994 as Instrument No. 94-164444 of Official Records, being more particularly described as follows:

That portion of Tract 7, Bard Subdivision of the Rancho Ojai, in the unincorporated territory of the County of Ventura, State of California, as per map recorded in Book 5, Page 25-1/2 of Miscellaneous Records (Maps) of said County, described as follows:

Beginning at the intersection of the centerline of La Luna Avenue, 50.00 feet wide, formerly known as Tico Road, and the centerline of El Roblar Drive, 50.00 feet wide; thence along said centerline of La Luna Avenue,

1st: South 12° 28' 32" West 766.85 feet; thence,

2nd: North 77° 31' 00" West 618.51 feet to a point in a line parallel to and 44.00 feet easterly of, measured at right angles, the Southerly prolongation of the Easterly line of Lot 7 of said Tract No. 2729; thence along said parallel line,

3rd: North 12° 02' 00" East 766.87 feet to the intersection of said parallel line with the centerline of said El Roblar Drive; thence along said centerline,

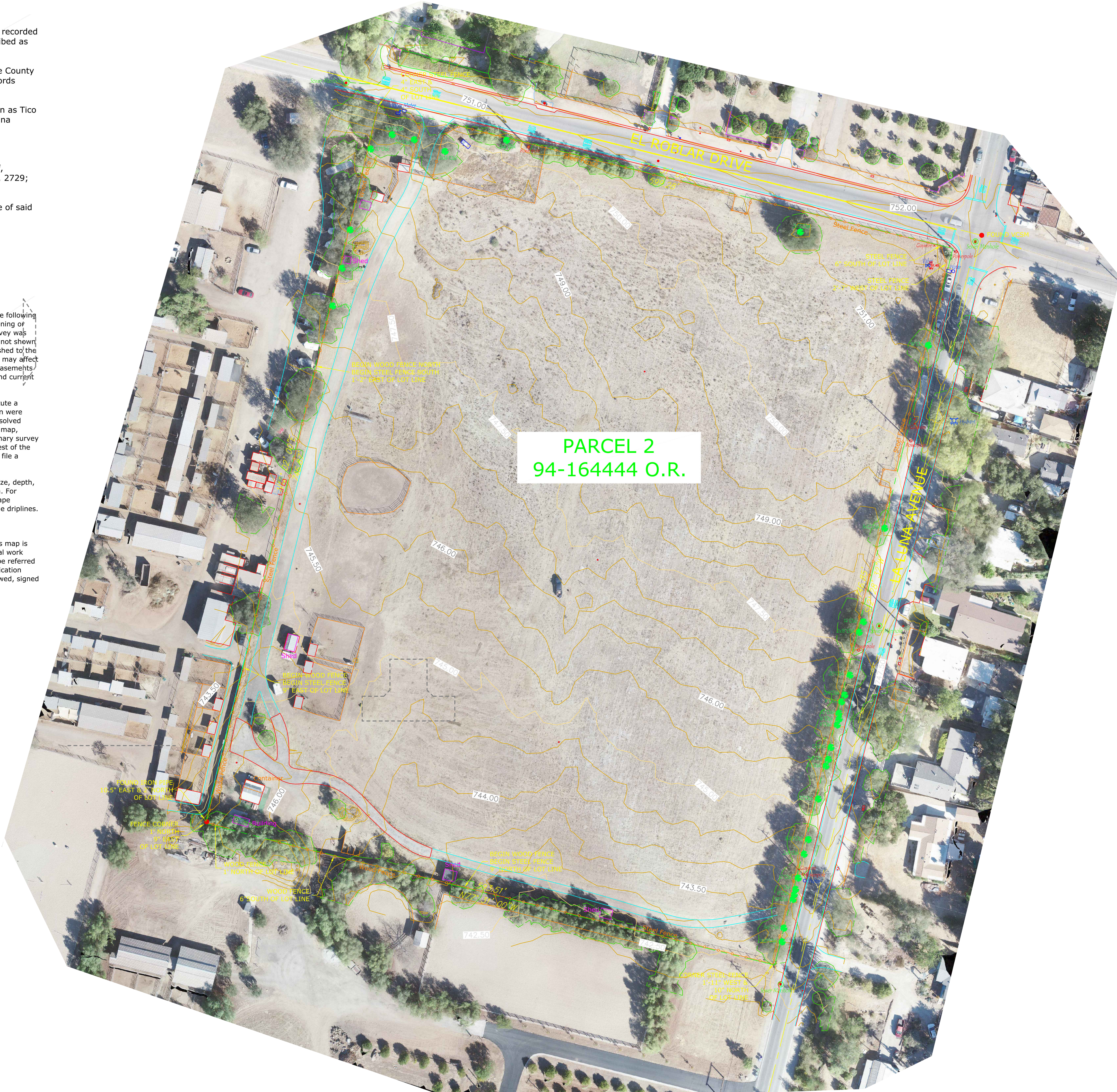
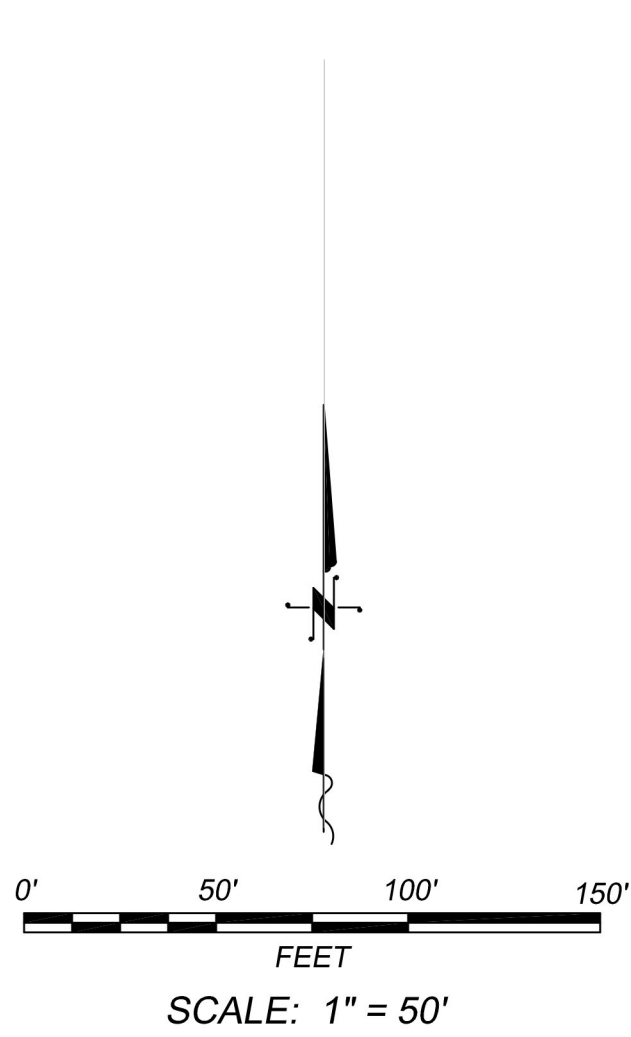
4th: South 77° 31' 00" East 624.28 feet to the point of beginning.

Assessor's Parcel No.: 017-0-160-150

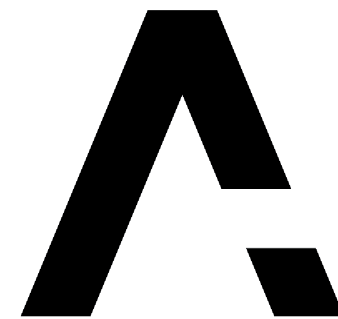
NOTES:

- Except as specifically stated or shown on this plat, this topographic survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose. This survey was prepared without the benefit of a preliminary title report unless specified, and if any easements exist, they are not shown unless specified on the survey. No abstract of title, nor title commitment, or results of a title search were furnished to the Surveyor. All documents of record reviewed are noted hereon. There may exist other documents of record that may affect this surveyed parcel of land. The Professional Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- The boundary shown hereon is based upon the recorded deed and recorded maps. This survey does not constitute a boundary establishment survey and is for general reference of site conditions and limits. Lot lines shown hereon were derived from available record information and minimally constrained to found survey monuments. A full and resolved boundary survey was not performed for this project. Due to the lack of existing monumentation per the record map, alternate solutions may exist for the boundary shown hereon. The boundary survey shown hereon is a preliminary survey for examination purposes only, as noted in the California Land Surveyor's Act, Section 8761(c). Upon the request of the client or any governmental agency, additional boundary and monument recovery may be necessary in order to file a Corner Record or Record of Survey with the local agency.
- No attempt has been made as a part of this topographic survey to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility or municipal/public service facility, except as may be shown hereon. For information regarding these utilities or facilities, contact the appropriate agency. Also, landscaping and landscape irrigation devices were not surveyed and are not shown. Tree line canopies are pictorial and may not reflect true driplines.
- The aerial image is shown for reference purposes only.
- Copies of this plan without an original signature and without a wet seal are not valid and are preliminary. If this map is provided in an electronic format (cad/pdf), only the Surveyor's signed and sealed plan constitutes a professional work product. In the event that the electronic file is altered, the Surveyor's signed and sealed print or pdf file must be referred to for the original and correct survey information. Henry Land Surveying shall not be responsible for any modification made to the provided cad file, or for any products that have been derived from the cad file which are not reviewed, signed and sealed by Jeremy Henry PLS 8135.

LEGEND:	
	Electrical Box
	Fire Hydrant
	Gas Valve
	Guy Wire
	Hosebills
	Light Standard
	Power Pole
	Sewer Manhole
	Storm Drain Manhole
	Water Meter
	Water Valve
	Chainlink Fence
	Electrical Line
	Gas Line
	Overhead Line
	Sewer Line
	Storm Drain Line
	Telephone Line
	Water Line
	Wood Fence







MEINERS OAKS

ARCHITECT:

ANACAPA ARCHITECTURE  
235 EAST CANON PERDIDO  
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805.770.7110  
www.anacapaarchitecture.com

CLIENT:

GRIFFIN & RACHAEL BARKLEY (805) 797-2417

PROJECT ADDRESS:

47-447 S LA LUNA AVE, OJAI  
CALIFORNIA 93023  
PARCEL #: 017-0-160-150

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BUILDING & SAFETY  
SUBMITTAL

REVISIONS		
NO.	DESCRIPTION	DATE
1	25% SD	21.11.01
2	50% SD	21.11.12
3	75% SD	21.12.02
4	100% SD	21.12.20
5	25% DD	22.01.20
6	50% DD	22.03.04
7	75% DD	22.04.13
8	100% DD	22.05.20
9	25% CD	22.08.02

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PROJECT #: JOB NO. 2020  
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MAIN HOUSE FIRST FLOOR  
PLAN

A103

KEYNOTE LEGEND

- 8.03 EXTERIOR PIVOT DOOR, PER DOOR SCHEDULE & LEGEND. FINISH TO BE SELECTED BY ARCHITECT/OWNER. PRODUCT TO CONFORM WITH TITLE 24 ENERGY COMPLIANCE. PROVIDE SHOP DRAWINGS, TO SCALE, INCLUDING PLANS AND ELEVATIONS, SHOWING SIZES, MATERIALS, JOINING DETAILS, ACCESSORIES, COMPONENT PROFILES, FASTENING METHODS, AND CLEARANCES FOR APPROVAL PRIOR TO INSTALLATION.
- 8.08 GLAZING SYSTEM, PER WINDOW SCHEDULE AND FRAMING ELEVATIONS. FINISH TO BE SELECTED BY ARCHITECT/OWNER. PRODUCT TO CONFORM WITH TITLE 24 ENERGY COMPLIANCE. PROVIDE SHOP DRAWINGS, TO SCALE, INCLUDING PLANS AND ELEVATIONS, SHOWING SIZES, MATERIALS, JOINING DETAILS, ACCESSORIES, COMPONENT PROFILES, FASTENING METHODS, AND CLEARANCES FOR APPROVAL PRIOR TO INSTALLATION.
- 9.01 EXTERIOR WOOD: 1X6 VERTICAL ALASKAN YELLOW CEDAR/ASIAN TIMBER BY MATANUSKA, SEALED + CONCEALED FASTENERS. INSTALL OVER 2 LAYER WEATHER RESISTANT BARRIER. FIRST LAYER TYVEK HOME WRAP OR APPROVED EQUIVALENT. SECOND LAYER TYVEK DRAINWRAP OR APPROVED EQUIVALENT. SUBSTRATE SHALL BE DRY AND FREE OF MOISTURE. FURRING STRIPS OVER FIRST WEATHER RESISTANT BARRIER MAY BE USED AS REQUIRED. IN ACCORDANCE WITH MANUFACTURE RECOMMENDATIONS AND BEST PRACTICES. FURRING STRIPS TO BE INSTALLED IN A DIRECTION THAT ALLOWS FOR UNINTERRUPTED DRAINAGE OF MOISTURE.
- 9.05 EXTERIOR FORMED BOARD CONCRETE WALL. REFER TO DIVISION 3 FOR CONCRETE SPECS AND FINISH SCHEDULE FOR CONCRETE FINISH.
- 9.20 FORMED BOARD CONCRETE FIREPLACE WALL. REFER TO DIVISION 3 FOR CONCRETE SPECS AND FINISH SCHEDULE FOR CONCRETE FINISH.

ROOM SCHEDULE - MAIN HOUSE

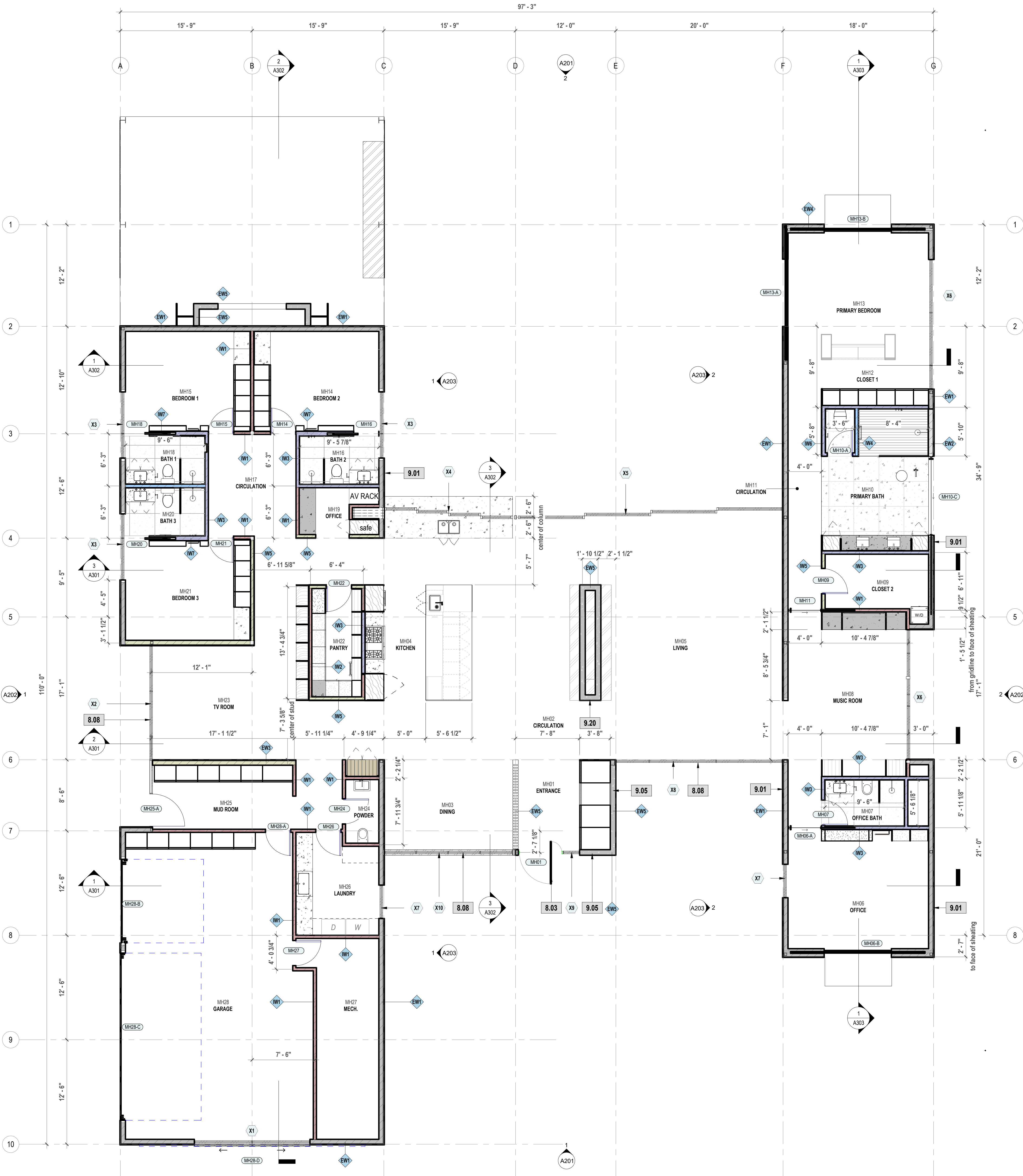
NUMBER	ROOM NAME	NET SF
MH01	ENTRANCE	120 SF
MH02	CIRCULATION	660 SF
MH03	DINING	170 SF
MH04	KITCHEN	310 SF
MH05	LIVING	510 SF
MH06	OFFICE	240 SF
MH07	OFFICE BATH	50 SF
MH08	MUSIC ROOM	200 SF
MH09	CLOSET 2	90 SF
MH10	PRIMARY BATH	190 SF
MH11	CIRCULATION	130 SF
MH12	CLOSET 1	90 SF
MH13	PRIMARY BEDROOM	230 SF
MH14	BEDROOM 2	180 SF
MH15	BEDROOM 1	180 SF
MH16	BATH 2	50 SF
MH17	CIRCULATION	260 SF
MH18	BATH 1	60 SF
MH19	OFFICE	50 SF
MH20	BATH 3	50 SF
MH21	BEDROOM 3	180 SF
MH22	PANTRY	80 SF
MH23	TV ROOM	330 SF
MH24	POWDER	30 SF
MH25	MUD ROOM	180 SF
TOTAL		4600 SF

ROOM SCHEDULE - MAIN HOUSE GARAGE

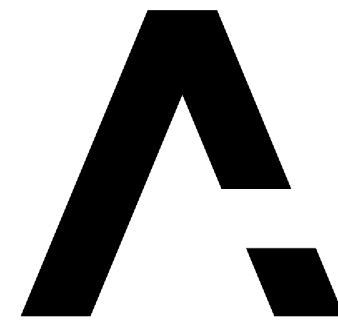
NUMBER	ROOM NUMBER	NET SF
MH26	LAUNDRY	110 SF
MH27	MECH.	190 SF
MH28	GARAGE	780 SF
TOTAL		1090 SF

WALL SCHEDULE

TYPE	DESCRIPTION
EW1	EW1 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW2	EW2 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & TILE
EW3	EW3 - 7.75" - 2X6 FRAMING W/INTERIOR WOOD SIDING & TILE
EW4	EW4 - 18" - 2X6 FRAMING + GAP + 2X4 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW5	EW5 - 8" - BOARD FORMED CONCRETE
IW1	IW1 - 4.5" - 2X4 - FRAMING W/ PLASTER (BOTH SIDES)
IW2	IW2 - 4.5" - 2X4 - FRAMING W/ PLASTER (ONE SIDE)
IW3	IW3 - 5" - 2X4 - FRAMING W/ PLASTER & TILE
IW4	IW4 - 5.5" - 2X4 - FRAMING W/ TILE (BOTH SIDES)
IW5	IW5 - 5.25" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & PLASTER
IW6	IW6 - 5.75" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & TILE
IW7	IW7 - 7" - 2X6 - FRAMING W/ PLASTER & TILE







MEINERS OAKS

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KEYNOTE LEGEND

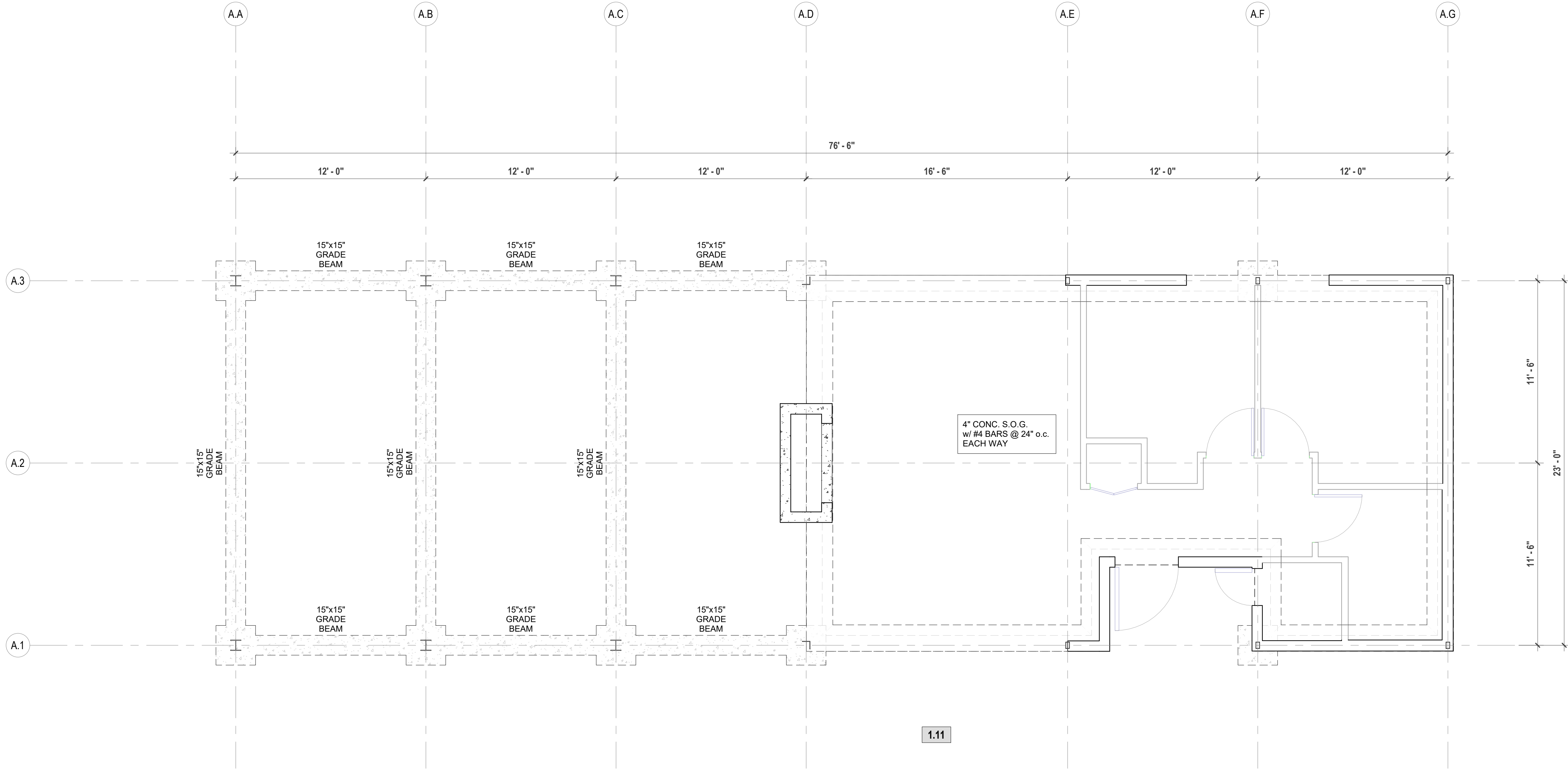
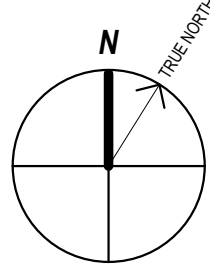
- 1.01 LINE OF ROOF ABOVE  
1.11 PLEASE REFER TO STRUCTURAL SHEET S102 FOR ADU FOUNDATION PLAN AND STRUCTURAL DETAIL CALLOUTS.  
5.02 STEEL COLUMN PER STRUCTURAL. CONFORM TO STRUCTURAL DOCUMENTS. PROVIDE SCALED SHOP DRAWINGS, INCLUDING PLANS, ELEVATIONS, SIZES, SPACING, AND WELDED CONNECTIONS, FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING.  
8.02 POCKETING DOOR SYSTEM. PER DOOR SCHEDULE & LEGEND. ALL HARDWARE TO BE FLUSH FINISH TO BE SELECTED BY ARCHITECT/TOWNER. PRODUCT TO CONFORM WITH TITLE 24 ENERGY COMPLIANCE. PROVIDE SHOP DRAWINGS, TO SCALE, INCLUDING PLANS AND ELEVATIONS, SHOWING SIZES, MATERIALS, JOINING DETAILS, ACCESSORIES, COMPONENT PROFILES, FASTENING METHODS, AND CLEARANCES FOR APPROVAL PRIOR TO INSTALLATION.  
8.08 GLAZING SYSTEM. PER WINDOW SCHEDULE AND FRAMING ELEVATIONS. FINISH TO BE SELECTED BY ARCHITECT/TOWNER. PRODUCT TO CONFORM WITH TITLE 24 ENERGY COMPLIANCE. PROVIDE SHOP DRAWINGS, TO SCALE, INCLUDING PLANS AND ELEVATIONS, SHOWING SIZES, MATERIALS, JOINING DETAILS, ACCESSORIES, COMPONENT PROFILES, FASTENING METHODS, AND CLEARANCES FOR APPROVAL PRIOR TO INSTALLATION.  
9.01 EXTERIOR WOOD. 1X6 VERTICAL ALASKAN YELLOW CEDAR (sSAWN TIMBER BY MATANUSKA, SEALED + CONCEALED FASTENERS. INSTALL OVER 2 LAYER WEATHER RESISTENT BARRIER. FIRST LAYER TYVEK HOME WRAP OR APPROVED EQUIVALENT. SECOND LAYER TYVEK DRAINWRAP OR APPROVED EQUIVALENT. SUBSTRATE SHALL BE DRY AND FREE OF MOISTURE. FURRING STRIPS OVER FIRST WEATHER RESISTANT BARRIER MAY BE USED AS REQUIRED, IN ACCORDANCE WITH MANUFACTURE RECOMMENDATIONS AND BEST PRACTICES. FURRING STRIPS TO BE INSTALLED IN A DIRECTION THAT ALLOWS FOR UNINTERRUPTED DRAINAGE OF MOISTURE.  
9.20 FORMED BOARD CONCRETE FIREPLACE WALL. REFER TO DIVISION 3 FOR CONCRETE SPECS AND FINISH SCHEDULE FOR CONCRETE FINISH.

ROOM SCHEDULE - ADU

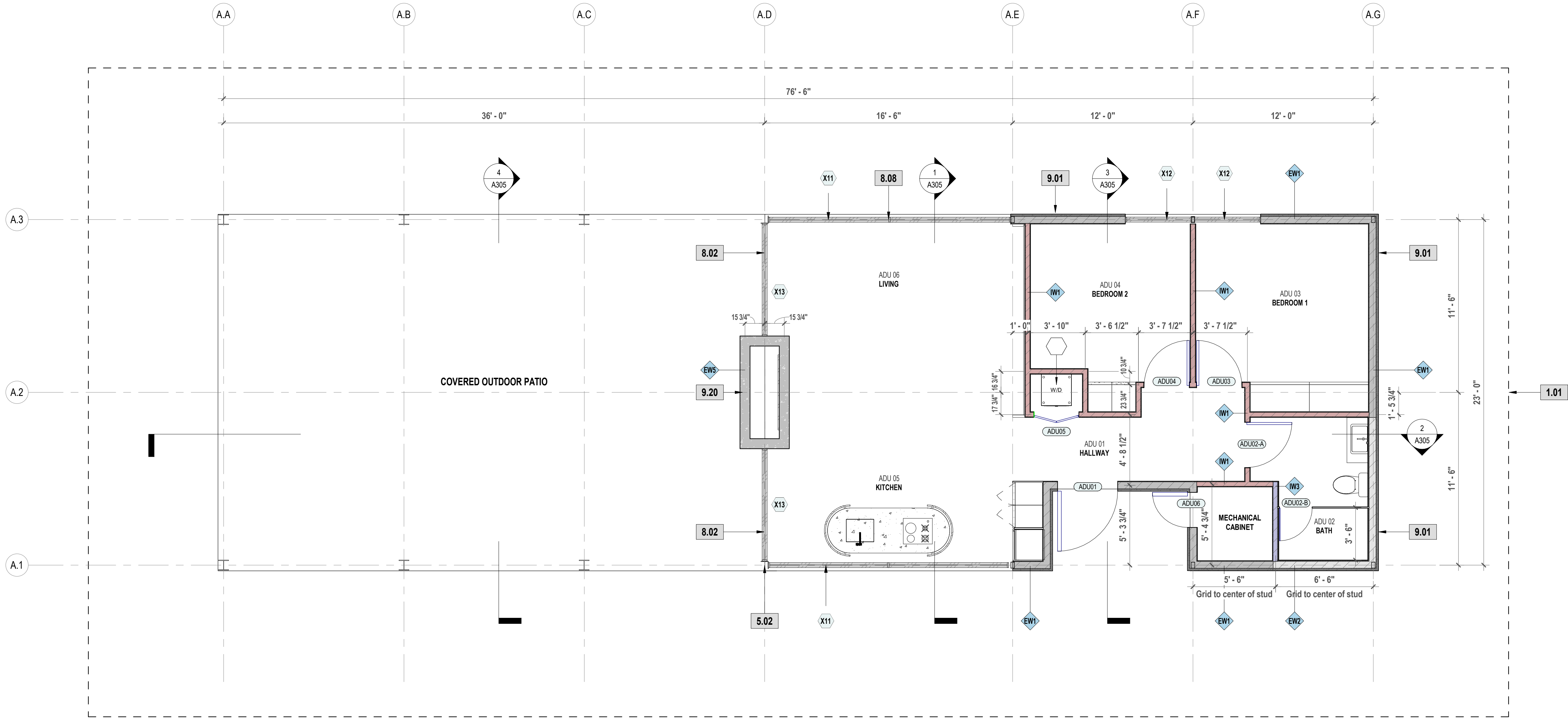
Number	Room Name	Area
ADU 01	HALLWAY	80 SF
ADU 02	BATH	60 SF
ADU 03	BEDROOM 1	140 SF
ADU 04	BEDROOM 2	110 SF
ADU 05	KITCHEN	170 SF
ADU 06	LIVING	220 SF
TOTAL		780 SF

WALL SCHEDULE

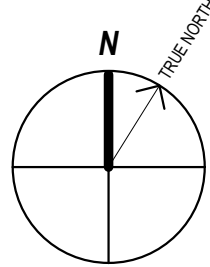
TYPE	DESCRIPTION
EW1	EW1 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW2	EW2 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & TILE
EW3	EW3 - 7.75" - 2X6 FRAMING W/INTERIOR WOOD SIDING & TILE
EW4	EW4 - 18" - 2X6 FRAMING + GAP + 2X4 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW5	EW5 - 8" - BOARD FORMED CONCRETE
IW1	IW1 - 4.5" - 2X4 - FRAMING W/ PLASTER (BOTH SIDES)
IW2	IW2 - 4.5" - 2X4 - FRAMING W/ PLASTER (ONE SIDE)
IW3	IW3 - 5" - 2X4 - FRAMING W/ PLASTER & TILE
IW4	IW4 - 5.5" - 2X4 - FRAMING W/ TILE (BOTH SIDES)
IW5	IW5 - 5.25" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & PLASTER
IW6	IW6 - 5.75" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & TILE
IW7	IW7 - 7" - 2X6 - FRAMING W/ PLASTER & TILE



2 ADU FOUNDATION PLAN  
1/4" = 1'-0"



1 ADU FLOOR PLAN  
1/4" = 1'-0"



BUILDING & SAFETY  
SUBMITTAL

NO.	DESCRIPTION	DATE
1	25% SD	21.11.01
2	50% SD	21.11.12
3	75% SD	21.12.02
4	100% SD	21.12.20
5	25% DD	22.01.20
6	50% DD	22.03.04
7	75% DD	22.04.13
8	100% DD	22.05.20
9	25% CD	22.08.02

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ACCESSORY DWELLING  
UNIT FOUNDATION &  
FLOOR PLAN

A104

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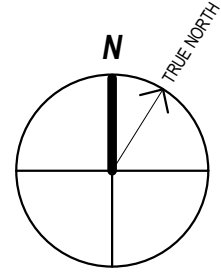


PROGRESS PRINT  
NOT FOR CONSTRUCTION

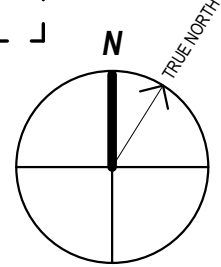
EW1	EW1 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW2	EW2 - 8" - 2X6 FRAMING W/EXTERIOR WOOD SIDING & TILE
EW3	EW3 - 7.75" - 2X6 FRAMING W/INTERIOR WOOD SIDING & TILE
EW4	EW4 - 18" - 2X6 FRAMING - GAP + 2X4 FRAMING W/EXTERIOR WOOD SIDING & PLASTER
EW5	EW5 - 8" - BOARD FORMED CONCRETE
IW1	IW1 - 4.5" - 2X4 - FRAMING W/ PLASTER (BOTH SIDES)
IW2	IW2 - 4.5" - 2X4 - FRAMING W/ PLASTER (ONE SIDE)
IW3	IW3 - 5" - 2X4 - FRAMING W/ PLASTER & TILE
IW4	IW4 - 5.5" - 2X4 - FRAMING W/ TILE (BOTH SIDES)
IW5	IW5 - 5.25" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & PLASTER
IW6	IW6 - 5.75" - 2X4 - FRAMING W/ INTERIOR WOOD SIDING & TILE
IW7	IW7 - 7" - 2X6 - FRAMING W/ PLASTER & TILE

# AGRICULTURAL BARN 1 FOUNDATION & FLOOR PLAN

# A105



**1** AGRICULTURAL BARN 1 FLOOR PLAN  
1/4" = 1'-0"





## **Review of Application for Will Serve Letter**

### **Dwellings for Property with Existing Meter at 260 E. El Roblar.**

#### ***Proposal***

Original proposal for the development of 21 new single-family residences on tax assessor parcel 017-0-090-45 at 260 E. El Roblar, has been revised based on the existing allocation, to **4 new single-family residences**.

Applicant provided the original detailed site plan, showing the tentative tract map, the updated site plan for 4 residences is pending. The Will-Serve request has been submitted by the current property owners on behalf of EcoTek Development, for the sale of the property.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicated the single APN.

#### ***Screening Step 2. Will the current allocation support the proposed project? YES***

Allocation Details: The Board agreed to reduce the fixed monthly allocation per dwelling from 10 to 9, based on the "green" building design.

- Allocation Case Identifier: AA-1087
- Allocation Category: 1 RES meter, 1 Parcel (2" meter)
- Parcel Size: 3.53 acre (153,767 sq ft)
- Current Base Fixed Allocation: 0 HCF/yr (No dwellings)
- Current Base Variable Allocation: 521 HCF/yr
- Fixed Base Allocation Needed to Support Dwellings: 130 HCF/yr x 4 Dwellings = 520 HCF/yr
- Deduction from Variable Allocation needed to Support dwellings through drought stages: 521 HCF/yr - 520 HCF/yr = 1 HCF/yr variable allocation for outside Irrigation.

If each of the 4 dwellings is provided 9 HCF/mo or 108 HCF/yr in fixed primary dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation:  $108 \times 4 = 432$  **HCF/yr** (conversion of variable to fixed allocation)
- New Base Variable Allocation:  $521 - 520 = 1$  **HCF/yr**

#### ***Recommendation***

If a will serve letter is supplied, letter should clearly state:

- Letter applies only to the revised proposed project as described in the applicant-provided request filed on 09-14-2022, by the Lucas Family on behalf of EcoTek Development.
- MOWD policy decision regarding purchase of additional allocation from Casitas.
- Will Serve Letter will expire after 1 year
- Once escrow closes, EcoTek Development to request Will-Serve be Issued for the above project In their name.



## Will-Serve/Proof of Service Letter Request Form for Existing Meters

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Applicant Information:

Account # \_\_\_\_\_ in escrow date TBD

Name: Athena Lucas - Lucas Family Partners

Company:

Mailing Address: C/O Ryan Blatz Law, \_\_\_\_\_ #103, Ojai CA 93023

Phone: 805-\_\_\_\_\_ - Athena Lucas

Email: \_\_\_\_\_@aol.com

### Project Information:

Assessor's Parcel Number: 017-0-090-450

Service Address: 260 E. El Roblar Drive

City, State, Zip Code: Ojai, CA 93023

Planning Department Development case number (if applicable):

### Type of Construction:

☒ New Construction ☐ Tenant Improvement ☐ ADU ☐ Other

### Type of Use:

☐ Single Family Res ☒ Multi-Family Res (# of dwellings 4) ☐ Commercial

### Description of Project:

UPDATED REQUEST - 4 single family residences on parcel. See updated request sent to MOWD via email.

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.



---

## Will-Serve/Proof of Service Letter Request Form for Existing Meters

**Applicant Signature**

DocuSigned by:

[Redacted Signature]

115A0C68B50B4CC...

**Date** 9/14/2022

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*

## **Review of Application for Will Serve Letter**

### **ADU for Property with Existing Meter at 157 S. Pueblo Ave.**

#### ***Proposal***

The proposed project consists of converting a garage (which has been in place 17 years) to an ADU, no expansion of existing footprint. Additionally, applicant is seeking to replace an existing work shed, to move the existing washing machine from Inside the primary dwelling out the work shed, no additional water is requested.

Applicant provided a detailed site plan, showing the location of the proposed structures.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 0.17-acre parcel. APN: 017-0-151-21

#### ***Screening Step 2. Will the current allocation support an ADU? YES***

Allocation Details:

- Allocation Case Identifier: AA-0501
- Allocation Category: 1 RES meter, 1 Parcel
- Parcel Size: 0.17 acre (7,405.2 sq ft)
- Current Base Fixed Allocation: 120 HCF/yr
- Current Base Variable Allocation: 121 HCF/yr

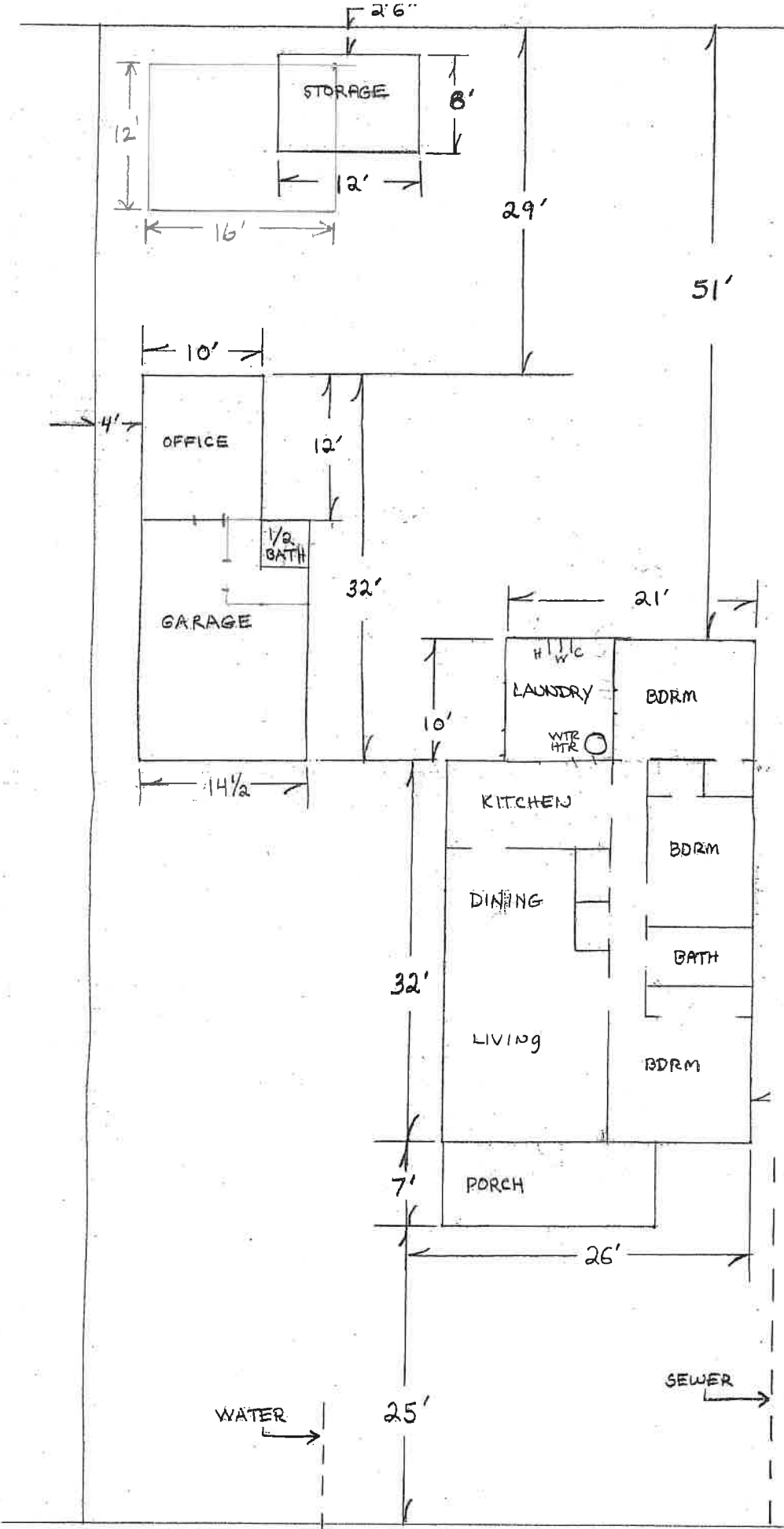
If the Primary & ADU are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation for garage- ADU conversion: **120 (existing primary) + 84 HCF/yr = 204 HCF/yr**
- New Base Variable Allocation:  $121 - 100 = 21 \text{ HCF/yr}$

#### ***Recommendation***

A will serve letter can be supplied, but must clearly state:

- Letter applies only to the proposed garage to ADU as described in the applicant-provided preliminary site plan with the file date 08-31-2022
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.



**APPROVED**

AUG 26 2004  
 Planning Management Agency  
 Division of Building & Safety  
 Ventura County

County of Ventura  
 Planning Division  
 No Zoning Clearance Required  
 ADD BATHROOM TO PLAN  
 Date 8-18-04  
 Signature *[Signature]*

SCALE 1" = 1'-0"  
 TOPO = FLAT  
 TOM & SUSAN WEBER  
 157 SO. PUEBLO AVE.  
 MCINVER'S OAKS, CA.  
 AP# 017-0-151-170  
 LOT# 14 & 15

SO. PUEBLO AVE.

Joyce R. Patota

██████ S La Luna AV

Ojai, CA 93023

(805) ██████

Meiners Oaks Water District

Attn: Justin Martinez, General Manager

202 W. El Roblar Drive

Ojai, CA 93023

Re: Defining the water line utility easement on unimproved portion of Mesa Drive, north of centerline

Dear MO Board Members,

Let me take a moment to introduce myself, I am Joyce Patota (the proponent), and I have been a lifetime Ventura County resident and am a third generation Ojai Valley resident. The reason I have contacted you is summarized here. Please be patient with my explanation as I surely desire to clarify why I have reached out to you and desire to meet, at your convenience, regarding this matter.

The road dedication to the County of Ventura for Mesa Drive was recorded June 3, 1931 and a portion of this road has not been accepted, remains unimproved and is not being used for the intended purpose. The County of Ventura's right of way is held in easement and not fee, so should the public easement be vacated, the property will revert to the property owners. MOWD is one of three utility providers that have capital assets on the unimproved portion of the ROW. It can be expected that the preservation of encumbrances for public utilities, or other beneficial or necessary uses, would be a condition of the vacation.

In 1984, I purchased the residence at 174 S La Luna AV which abuts the subject right of way (ROW). Since 1987 I have entered in conversations with the intake agency, VCPW, and contributory agencies within the County of Ventura to assess the support for the vacating of this ROW. We, and others in the general area of this abandoned ROW, desire to protect and preserve the quality of our community by assuring that the "dead end" of Mesa Dr. remains unimproved.

The current "General County Vacation Policy" requires the proponent to pay all costs associated with processing the vacation, regardless of the outcome and requires a deposit of \$5,000.00 be contributed as the initial deposit and/or opposition can add expense to this process and cause the vacation to be denied. The utility providers are contacted to assure there are no objections to the approval.

Much effort and resources have been expended to come to where we are today in this vacating assessment process. We have attached the following for your review:

- 349/50 ROW dedication
- Chicago Title Prelim for subject parcel reference Item #3
- 475/355 water lines entry

The existing recorded document for (475/355) is not specific as to the easement corridor and appears to cover the parcel know as 202 S La Luna AV, Ojai. Vs the subject parcel.

We are open to meeting to discuss the position of MOWD on the easement definition and subsequent vacating of the unimproved road.

Thank you in advance for your consideration and timely response.

Sincerely,

A handwritten signature in black ink, appearing to be 'JP' with a long horizontal stroke extending to the right.

Joyce R. Patota

/Enclosures

same is hereby accepted for and on behalf of the County of Ventura and that said deed be recorded.

A true copy of the minutes.

(Court Seal)

ATTEST: L. E. MALLOWELL, Clerk.

By Mildred Blasdell, Deputy Clerk.

Entered in the minutes of the Board of Supervisors this 2nd day of June, 1931.

RECORDED AT REQUEST OF COUNTY CLERK, JUN 3, 1931 at 31 min. past 1 P. M.

R. X. HAYDON, Recorder

By

Olivia Montano, Deputy

No...105 - O.V.

THIS INSTRUMENT, Made the 6th day of July, in the year of our Lord, one thousand nine hundred thirty, between OJAI RANCH AND DEVELOPMENT COMPANY, a corporation, and HUGO C. BOORSE and GERDA WILDER BOORSE, husband and wife, parties of the first part and VENTURA COUNTY, a body politic and corporate, of the State of California, party of the second part,

WITNESSETH, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first part do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, rights of way for road purposes, over those portions of tract seven (7) of the Bard Subdivision of the Rancho Ojai, Ventura County, California, according to the map thereof recorded in the office of the County Recorder of said County in Book 5, page 25½, Miscellaneous Records (Maps), hereinafter particularly described as Parcels "A", "B" and "C":

PARCEL "A":

(to be known as and called Tico Road)

A strip or parcel of land 50.00 feet wide, lying equally on each side of the following described line:

Beginning at a point in the center line of Tico Road, as shown on the map of Subdivision No. 3, Weiners Ojai Oaks, recorded in the office of said County Recorder in Book 13, pages 55 et seq., Miscellaneous Records (Maps), from which a 1-inch iron pipe set at the Southwest corner of said Subdivision No. 3 of Weiners Ojai Oaks bears North 74° 15' West 25.04 feet distant; thence along the southerly prolongation of said center line of Tico Road, 1st - South 12° 29' West 1819.07 feet; at 551.06 feet a point in the Westerly prolongation of the center line of El Roblar Drive, as shown on the map of Subdivision No. 1 of Weiners Ojai Oaks, recorded in the office of said County Recorder in



Book 14, pages 7 and 8, Miscellaneous Records (Maps); at 1332.17 feet a point in the westerly line of the center line of Mesa Drive, as shown on the map last above mentioned; at 1819.07 feet a point; thence,

2nd - South 15° 23' West 1079.00 feet to a point; thence,

3rd - South 40° 56' West 172.44 feet to a point in the center line of Tico Road, as shown on the map of Lomita Tract, recorded in the office of said County Recorder in Book 13, pages 53; et seq., Miscellaneous Records (Maps), from which a 1-inch iron pipe set at the Northwest corner of said Lomita Tract bears North 55° 36' West 30.36 feet distant.

PARCEL "B"

(To be known as and called El Roblar Drive)

A strip or parcel of land 50.00 feet wide, lying equally on each side of the following described line:

Beginning at the point of intersection of the center line of Arnez Avenue with the center line of El Roblar Drive, as said Avenue and Drive are shown on the map of Subdivision No. 1, Meiners Ojai Oaks, recorded in the office of said County Recorder in Book 14, pages 7 and 8, Miscellaneous Records (Maps); thence from said point of beginning,

1st - North 74° 15' West 605.49 feet along the westerly prolongation of said center line of El Roblar Drive, to a point in the center line of Tico Road, as above described in Parcel "A".

PARCEL "C":

(To be known as and called Mesa Drive)

A strip or parcel of land 50.00 feet wide, lying adjoining and 30.00 feet northerly, and 20.00 feet southerly, of the following described line:

Beginning at the point of intersection of the center line of Arnez Avenue with the center line of Mesa Drive, as said Avenue and Drive are delineated upon the map of Subdivision No. 1, Meiners Ojai Oaks, above referred to; thence from said point of beginning,

1st - North 74° 15' West 566.94 feet, along the westerly prolongation of said center line of Mesa Drive, to a point in the center line of Tico Road, above described in Parcel "A".

TOGETHER with all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular, the said premises together with the appurtenances, unto the said party of the second part and to its successors and assigns forever.

IN WITNESS WHEREOF, said OJAI RANCH AND DEVELOPMENT COMPANY, has, on the day and year first above written, hereunto caused its corporate name to

be subscribed and its seal affixed by its President and Secretary, therunto duly authorized by resolution of its Board of Directors; and said Hugo C. Boorse and Gerda Winner Boorse have herunto set their hands and seals, the day and year first above written.

HUGO C. BOORSE  
GERDA WINNER BOORSE  
(Corporate Seal)

OJAI RANCH AND DEVELOPMENT COMPANY,  
A corporation,  
By C.A.A. McJEE.....President  
By BERNARD S. GOLDSMITH.....Secretary.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss

On this 21st day of May, in the year one thousand nine hundred thirty-one, before me the undersigned, a Notary Public in and for said County and State, personally appeared C.A.A. McJEE, known to me to be the President, and BERNARD S. GOLDSMITH, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

R. W. HARTBORN.....Notary Public  
in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss

On this 21st day of May, 1931, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HUGO C. BOORSE and GERDA WINNER BOORSE, husband and wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

R. W. HARTBORN.....Notary Public  
in and for said County and State.

IN THE MATTER of the Acceptance of the Deed of Ojai Ranch and Development Company, a corporation, and Hugo C. Boorse and Gerda Winner Boorse, husband and wife, for Public Road Purposes.

A good and sufficient deed having been presented to this Board of Supervisors by Ojai Ranch and Development Company and Hugo C. and Gerda Winner Boorse wherein and whereby certain real property therein described is conveyed to the County of Ventura, for public road purposes and it appearing to the Board that said deed is regular and in due form, upon motion of Supervisor Clark seconded by Supervisor Goodenough it is ordered that said deed be, and the same is hereby accepted for and on behalf of the County of Ventura and that said deed be recorded.

A true copy of the Minutes.

ATTEST: L. E. HALLOVELL, Clerk.

By Mildred Blasdell, Deputy Clerk.

Entered in the minutes of the Board of Supervisors this 2nd day of June, 1931.

RECORDED AT REQUEST OF COUNTY CLERK, JUN 3, 1931 at 32 min. past 1 P. M.

R. K. EATON, Recorder

By

No...106 - O.M.

Olivia Montano, Deputy

Veterans Application No. 34770 Mead.

GRANT DEED

J. BURCH MEAD and MAYME B. MEAD, husband and wife, hereby grant to VETERAN'S WELFARE BOARD OF THE STATE OF CALIFORNIA, CREATED UNDER THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, KNOWN as the California Veterans' Welfare Act, Approved May 30, 1921 in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, all that certain real property in the City of San Buenaventura, County of Ventura, State of California, bounded and described as follows:-

Part of Subdivision "B" as the same is designated and delineated upon that certain map entitled, "Map of Rancho Ex-Mission of San Buenaventura, Tract No. 1" and recorded in the office of the County Recorder of said Ventura County in Book 2 of Miscellaneous Records (Maps) at page 103; said real property/particularly described as follows:

Beginning at a 3/4" iron pipe set in the West line of that certain parcel of land conveyed to Bertha M. Mills by A. D. Barnard and Anna Barnard, his wife, by deed dated November 7, 1907, and recorded in the office of the County Recorder of said Ventura County in Book 110 of Deeds at page 279, and being that certain 13.90 acre tract of land delineated as "Hammer" upon that certain map entitled "Hammer and Leach Subdivision, Ventura County, California," and recorded in the office of the County Recorder of Ventura County in Book 3 of Miscellaneous Records (Maps) at page 17; said point of beginning being distant North 11° 15' East 158.65 feet from the extreme South-west corner of said parcel; thence from said point of beginning,

- 1st - South 78° 45' East 124.77 feet to a point; thence,
- 2nd - North 50° 30' East 64.56 feet to a point; thence,
- 3rd - North 78° 45' West 165.62 feet to a 2" iron pipe; thence,
- 4th - South 11° 15' West 50.00 feet to the point of beginning.

EXCEPTING therefrom the right of ingress and egress for road purposes pipe lines, etc, over and across a strip of land 20.00 feet wide, parallel and immediately



Issuing Policies of Chicago

ORDER NO.: [REDACTED]

Joyce Rae Touchette-Patota  
[REDACTED] S. La Luna Ave.  
Ojai, CA 93023  
ATTN:  
Email: [REDACTED]@yahoo.com  
REF:

PROPERTY: 174 LA LUNA AVE., 746 MESA DR., AND 202 SO. LA LUNA AVE., VENTURA, CA

AMENDED PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By:   
Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF VENTURA, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT SEVEN (7) OF THE BARD SUBDIVISION OF THE RANCHO OJAI, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 5, PAGE 25½, MISCELLANEOUS RECORDS (MAPS), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OR PARCEL OF LAND 30.00 FEET WIDE, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ARNAZ AVENUE WITH THE CENTER LINE OF MESA DRIVE, AS SAID AVENUE AND DRIVE ARE DELINEATED UPON THE MAP OF SUBDIVISION NO.1 MEINERS OJAI OAKS RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14, PAGES 7 AND 8, MISCELLANEOUS RECORDS (MAPS); THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 74°15' 00" WEST, 334.49 FEET ALONG THE WESTERLY PROLONGATION OF MESA DRIVE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY PROLONGATION,

1ST NORTH 74°15' 00" WEST, 232.84 FEET TO THE CENTER LINE OF LA LUNA AVENUE (TICO ROAD), THE POINT OF TERMINUS.

EXCEPT THEREFROM ANY PORTION THEREOF LYING WITHIN SAID LA LUNA AVENUE (TICO ROAD).

Note: This Company has provided said description as an accommodation for the purpose of facilitating this report. Said description may not be an insurable parcel pursuant to the Subdivision Map Act of the State of California and should not be relied upon to convey or encumber said land, until approved by the appropriate governing agency.

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property is within a public street.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
1. The right to all pipes, pipe lines, dams, ditches, reservoirs, reservoir, sites, water distribution systems and the like, together with necessary rights of way for installing, operating and maintaining the same, as granted to Rancho Ojai Mutual Water Company, a corporation, by deed dated January 1, 1928 and recorded February 28, 1934, in Book 259, Page 197 of Official Records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |  |
|-----------------|--|
| Granted to:     | Ventura County, a body politic and corporate, of the State of California |
| Purpose:        | road   |
| Recording Date: | June 3, 1931   |
| Recording No:   | <u>Book 349, Page 50</u> , Official Records                              |
| Affects:        | said land  |
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document:
- |                 |  |
|-----------------|--|
| Reserved by:    | Ojai Rach and Development Company, a corporation |
| Purpose:        | water pipe lines, right of entry                 |
| Recording Date: | July 3, 1936                                     |
| Recording No:   | <u>Book 475, Page 355</u> , Official Records     |
| Affects:        | said land  |
4. A deed of trust to secure an indebtedness in the amount shown below,
- |                  |   |
|------------------|---|
| Amount:          | \$560,000.00  |
| Dated:           | February 23, 2022   |
| Trustor/Grantor: | Jill Olivares, Trustee of the Jill Olivares Revocable Living Trust dated July 16, 2002              |
| Trustee:         | Stewart Title Guaranty Company  |
| Beneficiary:     | Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Movement Mortgage, LLC |
| Loan No.:        | 3680650   |
| Recording Date:  | March 9, 2022   |
| Recording No:    | <u>2022000031958</u> , Official Records   |
| Affects:         | A portion of the Land described herein and other land.  |



## D E E D

\* \* \* \* \*

THIS INDENTURE, made the 17th day of June, 1936, between:  
 OJAI RANCH AND DEVELOPMENT COMPANY, a corporation, organized  
 and existing under and by virtue of the laws of the State of California, and having its  
 principal place of business in the City of Ojai, County of Ventura, State of California,  
 the party of the first part, and

ALBERT R. GRIFFIN and JENNIE GRIFFIN, husband and wife,  
 as joint tenants, the parties of the second part,

WITNESSETH: That for and in consideration of the sum of TEN  
 AND NO/100 DOLLARS (\$10.00) poliers, in hand paid by the said parties of the second  
 part, the receipt whereof is hereby acknowledged, the said party of the first part does  
 by these presents, grant, bargain, sell, convey and confirm unto the said parties of  
 the second part, as joint tenants, all that certain lot or parcel of land situate in the  
 Rancho Ojai, County of Ventura, State of California, and bounded and particularly des-  
 cribed as follows, to-wit:

That portion of Lot 7 of the Bard Subdivision of the  
 Rancho Ojai, as per map recorded in Book 5, at page 25 1/2 of Miscellaneous  
 Records (Maps), records of said County, particularly described as follows:

BEGINNING at a point in the center line of Mesa Drive,  
 as described in Parcel "C" in the deed to Ventura County recorded in Book 349,  
 at page 50 of said Official Records, distant North 74° 15' West 262.0 feet  
 from the intersection of said center line with the center line of Arnaz Avenue,  
 as said Arnaz Avenue is shown on the map of Weiners Ojai Oaks Subdivision No. 1,  
 recorded in Book 14 at page 7 of Maps, records of said County; thence from  
 said point of beginning,

1st - North 74° 15' West 303.0 feet along said center  
 line of Mesa Drive to the intersection of said center line with the center  
 line of Tico Road, as described in Parcel "A" in said deed to Ventura County  
 recorded in Book 349 at page 50 of said Official Records; thence along the  
 center line of said Tico Road by the following three courses,

2nd - South 12° 29' West 483.0 feet; thence,

3rd - South 15° 23' West 1076.95 feet; thence,

4th - South 40° 58' West 160.30 feet to a point distant  
 North 6° 24' East 10.0 feet from the Northerly line of Lomite Avenue, as shown  
 on the map of Lomite Tract recorded in Book 13 at page 33 of said Map Records;  
 thence,

5th - South 83° 36' East 343.08 feet parallel with said  
 Northerly line of Lomite Avenue to a 2 inch iron pipe; thence,

6th - North 15° 45' East 1633.50 feet to the point of  
 beginning.

SUBJECT to an easement for road purposes over the Northerly  
 20.00 feet included in said Mesa Drive and over the Westerly 25.00 feet included  
 in said Tico Road.

TOGETHER with that proportion, and only that proportion of  
 all water and riparian rights and water rights and privileges of every kind and des-  
 cription, which now belong or pertain to that certain larger tract of riparian land

containing 960.00 acres, more or less, comprising what is known as and commonly called the "Meiner's Ranch," of which larger tract the real property hereinbefore described is a part, as the property hereby conveyed bears to such larger tract.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that title to such water and water rights is not guaranteed by the grantor, but that said grantor hereby conveys with said real property only such right, title and interest as it may have in and to the water and water rights pertaining thereto, it being the intent and purpose of the grantor hereby to preserve and keep intact the riparian rights pertaining to the property hereby conveyed; it being understood and agreed that said grantor is not obligated hereby to deliver such water to said property.

IT IS UNDERSTOOD AND AGREED between the grantor and the grantees herein, that in September, 1927, there was organized under the laws of the State of California, a corporation, to-wit: "Rancho Ojai Mutual Water Company", hereinafter called the Water Company, and that the Water Company has taken over the control, operation and management of the water system of the Ojai Ranch and Development Company, for the purpose of fair and equitable distribution of water to both Lot and Acreage owners, within the confines of the limits of the 960.00 Acre Tract of land hereinbefore mentioned, so as to preserve intact the riparian rights and character of said larger tract; that the Ojai Ranch and Development Company has conveyed to the Water Company all of its rights, title and interest, in and to said water, water rights, pipe lines, reservoirs, sumps, equipment and certain parcels of land for the said purpose of management and distribution, as aforesaid, of said water system, and the Directors of said Water Company have apportioned the Capital Stock of said Water Company on the basis of one share for each Lot in every Subdivision now in being, or hereafter to be made on said larger tract, and one share for every acre of unsubdivided land, at a cost of \$2.00 per share, and said Water Company has, in full compliance with its articles of incorporation and by-laws, promulgated rules and rates, for the distribution and use of water; and the grantees hereby agree to make application to said Water Company for delivery of water for the purposes herein described, all in full compliance with the rules, regulations and conditions prescribed by the Water Company; and before any water shall be delivered to said premises, the grantees agree to purchase 10 shares of said Capital Stock of said Water Company, and to pay therefor to the OJAI RANCH AND DEVELOPMENT COMPANY, or its designee \$20.00; said Stock to be delivered to the grantees when this Deed is delivered to said grantees.

IT IS FURTHER AGREED that said grantee, at the time of making the application for said Stock, will and hereby does convey to said Water Company, for purposes of management and distribution, all of said water and water rights, appertaining to the above described property, and the said OJAI RANCH AND DEVELOPMENT COMPANY is to be and hereby is released, and forever discharged, from any and all obligations to the grantees with reference to said water, riparian rights, water rights and privileges of every kind and description.

ALSO RESERVING AND EXCEPTING unto said OJAI RANCH AND DEVELOPMENT COMPANY, its successors and assigns, and in particular, the Rancho Ojai Mutual Water Company, a corporation, from and out of this conveyance, all rights of way for pipe lines over and across the real property hereby conveyed, necessary or convenient for carrying water to adjoining property, together with the right of entry for laying, repairing and maintaining pipe lines.



IT IS DISTINCTLY UNDERSTOOD AND AGREED that this Deed is made and accepted subject to the following express covenants, conditions and restrictions, which shall apply to and bind the heirs, executors, administrators, lessees, grantees, devisees, successors, survivor or assigns of the respective parties hereto, to-wit:

(a) No building or buildings shall be located less than 25.00 feet from the East boundary of Tico Road and such buildings shall cost and be fairly worth not less than \$1500.00, and must be painted with at least two (2) coats of paint immediately after completion, or immediately after being moved onto said premises, as hereinafter provided. All toilets shall be built in, and as part of the house or garage, and all buildings must be so constructed as to fully comply with the laws and ordinances in such case made and provided.

(b) All buildings of every character erected upon said real property are to be new, and not moved upon said real property from elsewhere, unless the grantees shall have first received the written consent of the grantor to move said buildings from some other location to said property.

(c) The said real property shall not be occupied by or lived upon at any time by any person not entirely of the Caucasian Race, but if persons not of the Caucasian Race be kept thereon by a Caucasian occupant, in capacity of servant of such occupant, such circumstance shall not constitute a violation of this condition.

(d) Said property shall not nor shall any interest therein, at any time be leased, sold, devised, or conveyed to or inherited by or occupied or otherwise acquired by or become the property of any person not entirely of the Caucasian Race.

Upon the breach of either or any of the foregoing restrictions, or conditions, the title to said property hereby conveyed, and to the whole thereof, shall become at once divested from the grantees herein, the survivor of them, his or her heirs or assigns, and shall revert to the grantor, its successors or assigns.

Provided that a breach of any of the foregoing conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value as to said premises, or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises, whose title is acquired by foreclosure, trustee's sale or otherwise, and who violates any of said conditions.

Provided further, that each and all of the restrictions, conditions and covenants shall in all respects terminate and end, and be of no further effect, either equitable or legal, on and after December 15th, 1944, but any and all forfeitures or reversions for breach of any of said conditions or covenants committed or suffered prior to December 15th, 1944, shall be absolute, except as provided by law.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular, the said premises, together with the appurtenances, unto the said parties of the second part, as joint tenants.

IN WITNESS WHEREOF, said OJAI RANCH AND DEVELOPMENT COMPANY, a corporation, has, on the day and year first above written, hereunto caused its corporate name and seal to be affixed by its President and Secretary, thereunto duly authorized by resolution of its Board of Directors.

(CORPORATE SEAL)

Ojai Ranch & Development Co.

U.S.I.R.S.  
\$5.00  
Cancelled.

OJAI RANCH AND DEVELOPMENT COMPANY  
A Corporation,

By - C. A. A. McGEE, President.

By - BERNARD S. GOLDSMITH, Secretary.

STATE OF CALIFORNIA)  
:SS  
COUNTY OF LOS ANGELES)

ON this 27th day of June, 1936, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared C. A. A. McGEE, known to me to be the President of the OJAI RANCH AND DEVELOPMENT COMPANY, the corporation that executed the within and foregoing instrument, known to me to be the persons who executed the within instrument on behalf of such corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County, the day and year in this certificate first above written.

(NOTARIAL SEAL)  
Los Angeles Co.

JNO. O. MCKINLEY  
Notary Public in and for the County of  
Los Angeles, State of California.  
My Commission expires Oct. 4, 1938.

STATE OF CALIFORNIA)  
:SS  
COUNTY OF ALAMEDA)

ON this 29th day of June, in the year one thousand nine hundred and thirty-six, before me, BESSIE R. TALLMAN, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared BERNARD S. GOLDSMITH, known to me to be the Secretary of the corporation that executed the within instrument and the officer who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)  
Alameda Co.

BESSIE R. TALLMAN  
Notary Public in and for said County of Alameda,  
State of California.  
My Commission expires June 30th, 1936.

RECORDED AT REQUEST OF - SOUTHERN CALIF. TITLE CO. JUL. 3, 1936 at 9 a.m.

NO. 4564

S.S.

Compared: *M. H. Hylle*

R. N. HAYDON.....RECORDER.

By Idora Weitzle.....Deputy.



## District Summary/Update

- **Casitas Lake Level:** 31.1% 9/13/2022
- **Purchased Water:** MOWD is 100% on Casitas as of 9/2/2022
- **Wells:** The district has been consulting with Curtis Hopkins Groundwater Consultants regarding options for an additional water source and possible work on Well #4a
- **Grant Funding:** Well Feasibility Study, Land Resiliency Partnership Projects, Advanced Metering Infrastructure (Projected Approval Date; August)
  - Working on start date for the Income Survey, seeking DAC status
- **Seasonal Rain Fall Totals:**

Casitas Dam	17.80"
Matilija Dam	22.16"
Stewart Canyon	18.87"
Nordhoff Ridge	23.15"
- **GIS Mapping:** GIS mapping of the district has started, 9/13/2022
- **Treatment Plant Project:** 100% design project is underway and being conducted by MKN & Associates

### Scheduled/Unscheduled Work

<u>Type of Work</u>	<u>Cause</u>	<u>Date</u>	<u>Location</u>	<u>Contractor</u>	<u>Amount \$</u>
100% ON Casitas	Drought	9/2/2022			
Network Server Failure	Excessive Heat	9/6/2022	Office	MiTec	TBD
Broken Valve Nut; Casitas Connection	Age	9/7/2022	Fairview Rd	Staff	
Raise Hydrant and Valve Stach	Landscaping	9/12/2022	1040 S Rice Rd	Staff	
Brush Clearing		9/2022	District Yard	Staff	
Continue Valve Exercise Program	Annual	2022	MOWD	Staff	

### Current Well Levels and Specific Capacity

WELL #1	DEC 21'	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	26.6	24.9	31.5	31.1	30.6	35.3	36.75	37.85		36.80			
RUNNING (ft)	OFF	31.5	37.3	37.8	37.3	42.7	45	41.8	42.25	OFF			
DRAW DOWN (ft)	OFF	6.6	5.8	6.7	6.7	7.4	8.25	3.95		OFF			
Gallons Per Minute (GPM)	OFF	276	261	269	261	224	172	134	97	OFF			
Specific Capacity (gal/ft DD)	OFF	41.8	45	40.15	38.96	30.27	20.85	33.92		OFF			
WELL #2	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	25.95	24.6	30.5	31.1	30.9	34.95	36.8	39.5		37.4			
RUNNING (ft)	OFF	36.15	44.2	42.7	39.3	41.15	58.5	43.2	58.8	OFF			
DRAW DOWN (ft)	OFF	11.55	13.7	11.6	8.4	6.2	21.7	3.7		OFF			
Gallons Per Minute (GPM)	OFF	209	194	172	157	74.8	89	59	52	OFF			
Specific Capacity (gal/ft DD)	OFF	18.1	14.16	14.83	18.7	12.06	4.14	15.95		OFF			
WELL #4	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	52.3	28.8	31.2	32.5	34.8	39.2	51.7	61.2		69.30			
RUNNING (ft)	OFF	54.9	56.9	60	59.4	63.4	74.7	103.5	78.7	OFF			
DRAW DOWN (ft)	OFF	26.1	25.7	27.5	24.6	24.2	23	42.3		OFF			
Gallons Per Minute (GPM)	OFF	380	382	390	377	361	334	273	178	OFF			
Specific Capacity (gal/ft DD)	OFF	14.5	14.86	14.18	15.33	14.92	14.52	6.45		OFF			
WELL #7	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	55	19.8	24.5	26.95	31.2	38.95	54.4	63.8		72.30			
RUNNING (ft)	OFF	23.7	28.15	30.65	34.55	42.6	59.6	68.95	74.1	OFF			
DRAW DOWN (ft)	OFF	3.95	3.65	3.7	3.35	3.65	5.2	5.15		OFF			
Gallons Per Minute (GPM)	OFF	336	332	342	321	309	281	273	195	OFF			
Specific Capacity (gal/ft DD)	OFF	85	90.96	92.43	95.82	84.66	54.04	53.01		OFF			
WELL #8	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	65.5	46	51.55	54.8	57.7	62.9	67.1	71	73.50	75.20			
RUNNING (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF			
DRAW DOWN (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF			
Gallons Per Minute (GPM)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF			
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF			

**Water Pumped, Sold, Purchased & Water Sales**

MONTH	PUMPED (AF)	SOLD (AF)	PURCHASED (AF)	WATER SALES (\$)
2022 JAN	31.61	32.73	5.67	\$42,686.16
FEB	46.91	42.54	0.00	\$40,700.83
MAR	51.63	46.99	0.00	\$47,874.06
APR	52.30	41.27	0.00	\$50,795.82
MAY	59.56	54.39	0.00	\$45,566.68
JUN	66.59	58.50	0.00	\$56,697.44
JUL	71.51	66.96	1.74	\$67,468.26
AUG	65.83	68.31	6.55	\$70,157.24
<b>YTD 2022</b>	445.94	411.69	13.96	\$421,946.54
<b>TOTAL 2021</b>	411.94	640.95	266.57	\$648,269.32
<b>TOTAL 2020</b>	485.71	635.47	197.26	\$657,912.06

**Reserve Funds**

* Balance at the County of Ventura	<b>\$ 1,307,422.57</b>
Total Taxes	\$ 32.83
Total Interest from reserve account#	\$ 0.00

**Fiscal Year Total Revenues**

July 1 <sup>st</sup> – August 31st	2021	\$ 301,375.60
July 1 <sup>st</sup> – August 31st	2022	\$ 304,292.08

**Bank Balances**

* LAIF Balance	\$ 230,804.11
Transferred from L.A.I.F. to General	\$ 0.00
(#) Quarterly Interest from LAIF	\$0.00
* Money Market (Mechanics Bank)	\$ 7,623.87
Amount Transferred to Mechanics from County this month	
Amount Transferred to General Fund from Money Market	\$ 0.00
Monthly Interest received from Money Market	\$ .14
General Fund Balance	\$ 75,446.48
Trust Fund Balance	\$ 6,941.11
* Capital Improvement Fund	\$ 13,905.42
(#) Quarterly Interest from Capital Account	\$ .13
Total Interest accrued	\$ .27



## Board Secretary Report

**September 2022**

### 1. Administrative

- California Environmental Reporting System – Add-on Hazardous Materials onsite survey and reporting for Tank Farm, generator diesel storage September 9.
- Public Records requests: (1) Customer of Zone 3 Fire – SCE August 2022 bill.
- Low Income Household Water Assistance Program – 2<sup>nd</sup> MOWD customer payment of \$865, for a program total of \$2,230 to date.
- Income Survey Introductory letters to residents mailed out September 16.

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

- Financial Audit FY 21-22 presented under agenda item 7. – Fanning & Karrh, CPA.
- Accounts Receivable –SB 998 timeline for disconnects for non-payment (>\$200 @ 60 days) is in effect. Late fees and District past due processes resumed as of March 26, 2022.

### 3. Billing/Customer Service

Month	#Total Service Orders	# Account Owner Changes	Monthly Customer Bill Total	Over-Allocation \$ (drought)	Other Conservation Penalties
May 21	134	11	\$129,394.85	\$5,525.00	\$0
Jun 21	72	20	\$147,682.37	\$9,566.00	\$0
Jul 21	139	8	\$145,721.09	\$8,865.00	\$0
Aug 21	151	13	\$153,370.61	\$10,660.00	\$0
Sep 21	116	10	\$174,988.52	\$8,742.00	\$0
Oct 21	93	17	\$163,260.86	\$6,206.00	\$0
Nov 21	52	15	\$141,776.01	\$3,094.00	\$0
Dec 21	53	6	\$141,663.91	\$3,002.00	\$0
Jan 22	110	5	\$110,228.55	\$882.00	\$0
Feb 22	72	10	\$124,078.38	\$4,993.00	\$0
Mar 22	80	7	\$123,073.26	\$5,308.00	\$0
Apr 22	72	14	\$113,351.51	\$2,131.00	\$0
May 22	101	6	\$129,660.69	\$2,294.00	\$0
Jun 22	68	7	\$133,628.56	\$4,311.00	\$0
Jul 22	110	6	\$142,448.60	\$4,095.00	\$100
Aug 22	109	8	\$195,707.04	\$5,236.00	\$0

## **Board of Directors**

<b>Board Member</b>	<b>Position</b>	<b>Term Ends</b>	<b>Term Type</b>
Michel Etchart	President	<b>2022</b>	Long Term (Re-elected 2018)
Christian Oakland	Vice President	2024	Long Term (Elected 2020)
James Kentosh	Director	<b>2022</b>	Long Term (Re-elected 2018)
Loni Anderson	Director	<b>2022</b>	Appointed July 2021
Christy Cooper	Director	<b>2022</b>	Appointed May 9, 2022 Re-elect for 2 yr term to 2024

### **4. Projects**

- a. Policy & Procedure, Resolution & Ordinance web posting – in progress.
  - Financial Audit recommended policies and procedures – ad hoc committee
- b. Board Bylaws & Employee Handbook under legal review and update.

### **5. Complaints & Compliments**

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

**Attachments:** None.





**County of Ventura  
COUNTY CLERK-RECORDER,  
REGISTRAR OF VOTERS**

**MARK A. LUNN**  
County Clerk-Recorder,  
Registrar of Voters

**MICHELLE ASCENCION**  
Assistant County Clerk and Recorder

**MIRANDA L. NOBRIGA**  
Assistant Registrar of Voters

**MARTIN E. COBOS**  
Operations Manager

August 31, 2022

Mr. Justin Martinez, General Manager  
Meiners Oaks Water District  
202 W. El Roblar Drive  
Ojai, CA 93023

**Re: November 8, 2022 General Election**

Dear Mr. Martinez:

The number of candidates that filed nomination papers did not exceed the number of offices to be filled in the Short-Term office for the Meiners Oaks Water District. Therefore, no election will be held in your district for the Short-Term office.

The following person nominated shall be seated at the organizational meeting of your board pursuant to Section 10505 of the California Elections Code:

CHRISTY COOPER, 985 W. El Roblar Dr, Ojai, CA 93023

The term shall commence on December 2, 2022 and expire on December 6, 2024.

Please feel free to call me at (805) 654-2700 if you have any questions.

Sincerely,

**MARTIN E. COBOS**, CERA, REO  
Operations Manager

***Preserving History • Protecting Democracy***