



BOARD OF DIRECTORS REGULAR MEETING AGENDA

District Office: 202 W. El Roblar Drive, Ojai, CA 93023

JOIN BY COMPUTER: <https://meet.goto.com/163914237>

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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))

November 21, 2023, at 6:00 pm.

- 1. Call meeting to order.**
- 2. Roll call**
- 3. Approval of the minutes:** October 17, 2023, 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 (**Estimated 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 the following items:

- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Gov. Code § 54957)
- CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)

Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*, Los Angeles County Superior Court Case No. 19STCP01176

Regular Agenda (Reconvene Regular Meeting, Estimated Time 6:15 pm**)**

6. Financial matters

Approval of Payroll and Payables from October 16, 2023, to November 15, 2023, in the amount of:

Payables \$ 178,283.61

Payroll \$ 57,687.59

Total \$235,971.20

7. Board action and/or discussion

- a) Approval of Resolution 20231121: Approving Replacement Water Treatment Plant Upgrade Project and filing Notice of Exemption. (Martinez/Cooper)- Attachment
Recommended Action: Approve Resolution 20231121: Approving Replacement Water Treatment Plant Upgrade Project and Notice of Exemption authorizing staff to file with the County of Ventura.
- b) Approval of District Office Emergency Generator Electrical Design expense and engineering firm. (Martinez)- Attachment
Recommended Action: Approve Engineering Firm and expense for District Office Emergency Generator design, not exceeding \$15,000.
- c) Approval of Badger AMI meters purchase per the approved AMI infrastructure program and FY 23-24 budget, not exceeding \$50,000. (Martinez)- Attachment
Recommended Action: Approve the purchase of Badger AMI meters not exceeding \$50,000.
- d) Discuss the proposed Casitas MWD rate increase. (Kentosh)- Attachment
Recommended Action: Discuss the proposed Casitas MWD rate increase and provide direction to staff.

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
- Treatment Plant Design Ad Hoc Committee

11. Old Business

- State Water update
- Matilija Dam removal update

12. Director Announcements/Reports

13. Adjournment: The next scheduled Regular Board meeting is December 19, 2023 at 6:00 pm.

Regular Meeting
October 17, 2023
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 p.m.

1. Call to Order

The Board President, Mike Etchart, called the meeting to order at 6:00 p.m. The meeting was also available via teleconference.

2. Roll Call

Present: Board President, Mike Etchart, Board Directors: Christian Oakland, James Kentosh, Joe Pangea, and Christy Cooper. Staff Present: General Manager, Justin Martinez, and Board Secretary, Summer Ward. Attorney Present: Stuart Nielson.

Absent: None.

3. Approval of the Minutes

Approval of September 19, 2023, Regular Board Meeting minutes.

Director Pangea made the motion to approve the September 19, 2023, Regular meeting minutes. Director Cooper seconded the motion.

No Public Comment.

Pangea/Cooper

(5) Ayes- M/S/C

4. Public Comments

- None

*****The Board did not go into a closed session.*****

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.

- CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)
Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*,
Los Angeles County Superior Court Case No. 19STCP01176

Attorney S. Nielson confirmed the Board did not go into a closed session, and there are no actions to report.

Regular Meeting Minutes
October 17, 2023

6. **Financial Matters**

Approval of Payroll and Payables from September 16, 2023, to October 15, 2023, in the amount of:

Payables: \$ 187,416.42

Payroll: \$ 55,718.19

Total: \$ 243,134.61

Director Cooper made the motion to approve the Payroll and Payables from September 16, 2023, to October 15, 2023. Director Oakland seconded the motion.

No Public Comment.

Cooper/Oakland

(5) Ayes – M/S/C

7. **Board Discussion/Actions**

a) Approval of Full-Time Field Operator I/II Position. (Martinez)

Mr. Martinez presented the request for adding a new Full-Time Field Operator I/II position. The District has been challenged in maintaining consistent field staffing. The addition of the temporary position has proved valuable in assisting with daily maintenance and duties. The SWRCB Division of Drinking Water recommended that the District expand its field staff during the onsite Sanitary Survey in 2021. Creating a third full-time Field Operator would allow consistent staffing due to military, vacation, and illness-related absences. Additionally, this would allow for spreading the on-call duties to prevent staff burnout and meet the increasing regulatory requirements.

The current Water Utility Helper has obtained SCBA training and Fit testing; he is studying for his D2 certification and has demonstrated that the additional staffing is appropriate and needed.

The 2023 – 2024 Salary budget can accommodate the additional position. The entry-level Operator position starts at \$52,595, with a cap of \$81,592.

Director Kentosh stated he is not opposed but is nervous about hiring more staff than needed and proposed extending the temporary position to June 2024.

Director Cooper expressed concerns about extending the temporary status; permanent status tends to bring more loyalty.

Director Oakland added that the District needs to prevent future situations with inadequate staffing.

Director Oakland made the motion to approve the Full-Time Permanent Field Operator I/II position. Director Pangea seconded the motion.

No Public Comment.

Oakland/Pangea
(5) – Ayes – M/S/C

b) Review FY 2022 – 2023 Letter of Auditing Standards from Cindy Fanning, CPAs. (Martinez/Ward)

Ms. Ward presented the FY 2022 – 2023 Letter of Auditing Standards from Cindy Fanning. There are no changes to the scope or standards from the previous fiscal audit.

Director Kentosh made the motion to receive and file the letter. Director Cooper seconded the motion.

No Public Comment.

Kentosh/Cooper

(5) – Ayes – M/S/C

c) Approval of Fixed Asset Policy. (Ward)

Ms. Ward presented the draft Fixed Asset policy; staff could not find an existing policy in the District archives. Ms. Ward prepared this draft using other local water agencies and CSDA samples.

Director Kentosh asked where the \$5,000 threshold was determined. Ms. Ward clarified that this was a standard threshold used by many agencies.

Director Cooper complimented the organization of the policy and requested the Board consider increasing the threshold to \$10,000 due to the rise in costs and increase the one-year to three years.

Director Cooper made the motion to approve the Fixed Asset Policy with the changes to increase the acquisition cost to \$10,000 and the economic benefit period to three years. Director Oakland seconded the motion.

No Public Comment.

Cooper/Oakland

(5) – Ayes – M/S/C

d) Discuss Annual District Holiday Dinner for Directors and Staff. (Martinez/Ward)

Mr. Martinez stated that the District's annual holiday dinner for Directors and Staff will be held again at Agave Maria's. Staff proposes Friday, December 15, 2023 at 6:30 pm.

We will do the short menu like in the past. The Board consensus was that the date and time worked for everybody. Ms. Ward will send out calendar reminders.

No Motion.

No Public Comment.

8. **General Manager's Report**

Mr. Martinez reported that the Casitas Lake level is 71.4%; the report had a typo. The District did not purchase Casitas water this summer for the first time in several years. Mr. Martinez reported that the District ordered the chlorine alarms for the well buildings through CIT. GIS mapping has been completed, and staff are attaching details to each asset. The lead and copper service line inventory is 98% complete. The emergency backup water supply plan is in progress. The replacement treatment plant's final design is complete, and MKN is assisting with the grant application. MOWD is working with RWC on the Caltrans relocation for Hwy 33. Mr. Martinez shared that there have been two virtual meetings with Caltrans, Union Engineers, and the utility companies, as well as one onsite meeting. Unfortunately, these meetings have not been very productive. The District may have to move the line 5-6 ft to accommodate Caltrans' plans. An update to the Wells 4a & 7 break-in: the individual has been sentenced; security cameras have been added to those facilities, as well as the Treatment Plant, Well 8, and the Tank Farm. Mr. Martinez reported that Jeffrey Groves passed his D1 test, Garrett Lockwood has a pending D2 test date, and Levi Maxwell passed the T3 exam, pending license. There was a failure at the Zone 2 Fire Booster, cost pending from FH Pumps, and the relay and contactor for the Zone 2 hydro tank pumps 1 and 2 were failing; staff has been monitoring pressures; Oilfield Electric has been on site to assist with troubleshooting.

No Public Comment.

9. **Board Secretary's Report**

Ms. Ward presented the monthly Board Secretary report. The SWRCB DDW Drought & Conservation reporting for the 3rd quarter was submitted. Office staff are actively working on the FY 22-23 Financial Audit. The Low Income Water Assistance Program has been officially extended through March 31, 2024. Eligible customers received \$4,306 in FY 22-23 and currently \$1,015 in FY 23-24. There was a jump in the number of re-reads in September due to a Beacon software glitch, requiring approximately 60 meters to be re-read.

No Public Comment.

10. **Board Committee Reports**

- Executive & Personnel Committee: No report.
- UVRGA: Met last week, nothing to report.
- Budget/Rate Committee: No report.
- Emergency Management Committee: The committee met and reviewed the Emergency Plan, which Director Oakland described as well-organized and easy to read. Ms. Ward ordered 500 emergency water containers in the event of a disaster, and water needs to be served from the tank for customer use.
- Allocations, New Meters & Expansion of Services Committee: The committee met; however, after the first customer on the agenda, the power went out, so the meeting ended. The remaining agenda item is to be rescheduled for the next meeting.
- Grants: No report.
- Treatment Plant Design Ad Hoc Committee: No report.

11. **Old Business**

- State Water: No report.
- Matilija Dam Removal Update: Mr. Martinez shared that he and Ms. Ward will be meeting with the County on Monday, October 23, to discuss the timeline and mitigation plans. Director Etchart asked if there was an update on the Camino Cielo Bridge. No update has been shared.

12. **Director Announcements/Reports**

- Director Kentosh: He noticed that there hasn't been a cost for software for document archiving; what is the status? Ms. Ward shared that when staff inquired with Mitec for recommendations, they suggested using Adobe Pro and file using our shared network folders. The District already has Adobe Pro, so no additional software is needed at this time.
- Director Oakland: No report.
- Director Pangea: No report.
- Director Cooper: Met with the State for the grant application and also discussed the possibility of applying for a tank replacement. Director Cooper feels the District could submit that application without outside grant assistance. She noted that the District may not qualify for funding since the demand is currently being met; however, applying would be good. Director Cooper requested the next meeting agenda item for approval to submit a grant application for tank replacement.
- Director Etchart: No report.

13. **Meeting Adjournment**

The next meeting will be held on November 21, 2023 at 6:00 pm. There being no further business to conduct at this time, Board President Mike Etchart adjourned the meeting at 6:53 p.m.

Board Secretary

Board President

DRAFT

Report of Income as of 10/31/2023

Income	Month of October	Year To Date	Budget Appropriation	Appropriation Balance
Interest	1,897.73	15,800.06	--	15,800.06
Taxes	--	1,985.35	--	1,985.35
Pumping Charges	419.03	2,018.42	--	2,018.42
Fire Protection	147.99	642.24	--	642.24
Meter & Inst. Fees	--	--	--	0.00
Water Sales	101,672.97	371,722.80	1,214,753.00	843,030.20
¹ Casas Water/Standby	909.09	4,159.41	--	4,159.41
MWAC Charges	58,145.45	223,252.74	552,960.00	329,707.26
MCC Chg.	6,706.33	27,081.49	85,000.00	57,918.51
² Misc. Income	6,680.81	9,119.70	--	9,119.70
Late & Delinquent Chgs.	3,661.60	13,544.01	--	13,544.01
Conservation Penalty	--	--	--	0.00
Capital Improvement	--	--	--	0.00
Drought Surcharge	27.97	(1,010.58)	--	1,010.58
Fire Flow/Will Serve Letters	1,039.74	3,609.74	6,000.00	2,390.26
		--	--	0.00
		--	--	0.00
TOTAL INCOME	181,308.71	671,925.38	1,858,713.00	1,186,787.62

Note:

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

² SDRMA WC Audit Credit Back & Bart Kennedy
Invoice



Meiners Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 10/16/2023 - 11/15/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
AQUA-F	Aqua-Flo Supply	11/13/2023	Regular	0.00	146.52	10998
512197868	Invoice	10/06/2023	Highline @ Fairview	0.00	70.31	
512202282	Invoice	10/13/2023	Liquid Filled Pressure Guages	0.00	76.21	
AT&T	AT&T	11/13/2023	Regular	0.00	592.17	10999
3340103807	Invoice	10/19/2023	SCADA Phone Lines	0.00	592.17	
AUTOSU	Automotive Supply - Ojai	11/13/2023	Regular	0.00	41.80	11000
579773	Invoice	10/23/2023	Antifreeze	0.00	69.66	
579875	Credit Memo	10/24/2023	Refund on Coolant	0.00	-27.86	
BADGER	Badger Meter	10/27/2023	Regular	0.00	11,896.32	10974
1611774	Invoice	10/16/2023	Meters	0.00	11,896.32	
BADGER	Badger Meter	11/13/2023	Regular	0.00	2,600.75	11001
1614898	Invoice	10/30/2023	1 1/2" meters	0.00	2,523.41	
80142569	Invoice	10/30/2023	Beacon Hosting	0.00	77.34	
DRAGANCHUK	Boyd & Associates	11/13/2023	Regular	0.00	98.85	11002
313775	Invoice	11/01/2023	Security Alarm	0.00	98.85	
CALPERS	California Public Employees' Retirement	10/31/2023	Bank Draft	0.00	3,454.73	DFT0001951
INV0002444	Invoice	10/15/2023	Health	0.00	3,454.73	
CALPERS	California Public Employees' Retirement	10/26/2023	Bank Draft	0.00	22.11	DFT0001960
101623	Invoice	10/16/2023	Active Premium	0.00	22.11	
CALPERS	California Public Employees' Retirement	10/31/2023	Bank Draft	0.00	3,454.68	DFT0001962
INV0002457	Invoice	10/31/2023	Health	0.00	3,454.68	
CSDA	California Special Districts Association	10/27/2023	Regular	0.00	6,500.00	10975
102623	Invoice	10/01/2023	Annual Membership Dues	0.00	6,500.00	
CAL-STATE	Cal-State	10/27/2023	Regular	0.00	258.09	10976
258153	Invoice	10/12/2023	Portable Toilet	0.00	126.23	
258506	Invoice	10/17/2023	Portable Toilet	0.00	131.86	
CAL-STATE	Cal-State	11/13/2023	Regular	0.00	126.23	11003
260339	Invoice	11/09/2023	Portable Toilet	0.00	126.23	
CMWD	Casitas Municipal Water District	11/13/2023	Regular	0.00	2,502.76	11004
261151023	Invoice	10/31/2023	Fairview Standby	0.00	1,033.31	
261151023-2	Invoice	10/31/2023	Fairview Purchased Water	0.00	224.07	
262001023	Invoice	10/31/2023	Hartmann Allocation	0.00	212.07	
300651023	Invoice	10/31/2023	Tico & La Luna Standby	0.00	1,033.31	
CLEANCO	Cleancoast Janitorial	10/27/2023	Regular	0.00	400.00	10977
3016	Invoice	10/26/2023	October Janitorial	0.00	400.00	
DATAP	Dataprose LLC	11/13/2023	Regular	0.00	936.93	11005
DP2304274	Invoice	10/31/2023	Bulk Billing & Postage	0.00	936.93	
DOCUPRO	DocuProducts Corporation	11/13/2023	Regular	0.00	882.21	11006
271217	Invoice	11/06/2023	Copier Maintenance	0.00	882.21	
DLLOYD	Donna Lloyd	10/27/2023	Regular	0.00	66.44	10978
266599794	Invoice	10/20/2023	Bug Guard	0.00	66.44	

Check Report

Date Range: 10/16/2023 - 11/15/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
EJHAR	E. J. Harrison Roloffs, Inc.		10/27/2023	Regular		0.00	396.79 10979
281301023	Invoice	10/13/2023	Office Trash		0.00	153.24	
994251023	Invoice	10/13/2023	3 Yard Dumpster		0.00	243.55	
FAMCON	Famcon Pipe and Supply, Inc		11/13/2023	Regular		0.00	755.04 11007
S100113347.001	Invoice	10/13/2023	Hand Pump,Ball Valve,Probe		0.00	755.04	
CFANN	Fanning & Karrh		11/13/2023	Regular		0.00	10,000.00 11008
110123	Invoice	11/01/2023	Progress Billing for Audit Ending 06/30/2023		0.00	10,000.00	
FGLENV	FGL Environmental		10/27/2023	Regular		0.00	852.00 10980
315872A	Invoice	10/01/2023	Samples		0.00	231.00	
315873A	Invoice	10/11/2023	Samples		0.00	35.00	
315874A	Invoice	10/18/2023	Samples		0.00	107.00	
315875A	Invoice	10/11/2023	Samples		0.00	35.00	
316296A	Invoice	10/18/2023	Samples		0.00	107.00	
316645A	Invoice	10/25/2023	Samples		0.00	35.00	
316646A	Invoice	10/18/2023	Samples		0.00	79.00	
316648A	Invoice	10/12/2023	Samples		0.00	223.00	
FGLENV	FGL Environmental		11/13/2023	Regular		0.00	485.00 11009
316643A	Invoice	10/26/2023	Samples		0.00	107.00	
317135A	Invoice	10/26/2023	Samples		0.00	57.00	
317136A	Invoice	10/26/2023	Samples		0.00	107.00	
317582A	Invoice	10/26/2023	Samples		0.00	107.00	
318000A	Invoice	11/06/2023	Samples		0.00	107.00	
GRAINGER	Grainger		10/27/2023	Regular		0.00	123.89 10982
9858119507	Invoice	10/03/2023	Collared Coveralls		0.00	56.08	
9858119515	Invoice	10/03/2023	Collard Coveralls		0.00	67.81	
GUARDIAN	Guardian		10/27/2023	Regular		0.00	703.59 10972
INV0002445	Invoice	10/15/2023	Dental		0.00	351.82	
INV0002458	Invoice	10/31/2023	Dental		0.00	351.77	
GUARDIAN	Guardian		10/27/2023	Regular		0.00	9.98 10983
7690461023	Invoice	10/17/2023	Admin. Fee		0.00	9.98	
HLTHNE	Health Net Life Insurance Company		10/27/2023	Regular		0.00	56.70 10984
61791023	Invoice	10/05/2023	Life Insurance		0.00	56.70	
HCS	Herum/Crabtree/Suntag		11/13/2023	Regular		0.00	6.50 11010
110052	Invoice	10/25/2023	SBCK vs VTA		0.00	6.50	
HOPKINS	Hopkins Groundwater Consultants		11/13/2023	Regular		0.00	6,906.25 11011
11964	Invoice	11/08/2023	Well #4 Redevelopment Program		0.00	4,546.25	
11974	Invoice	11/08/2023	Well Site Study		0.00	2,360.00	

Check Report

Date Range: 10/16/2023 - 11/15/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
MOHARD	Meiners Oaks Hardware	11/13/2023	Regular	0.00	577.21	11012
057631	Invoice	10/01/2023	Respirator,Spraypaint,Clamp Hoses,etc.	0.00	78.39	
057701	Invoice	10/01/2023	Rope,Smart Straw,Gumout Start Fluid	0.00	20.17	
058115	Invoice	10/02/2023	Batteries	0.00	9.75	
058925	Invoice	10/10/2023	Respirator	0.00	48.79	
058990	Invoice	10/11/2023	Coupling,PVC Nipple	0.00	5.26	
059313	Invoice	10/13/2023	PVC Nipples	0.00	6.23	
059675	Invoice	10/17/2023	Union,Ball Valve,Bolts & Screws,etc.	0.00	60.11	
059677	Credit Memo	10/17/2023	Returns	0.00	-1.35	
059701	Invoice	10/18/2023	Roundup,Nipples,Couplings,etc.	0.00	164.68	
060205	Invoice	10/23/2023	Loppers	0.00	79.34	
060235	Invoice	10/24/2023	Key	0.00	3.88	
060238	Invoice	10/24/2023	Key Ring ID Tag	0.00	2.23	
060389	Invoice	10/25/2023	Bolts & Screws	0.00	5.13	
060423	Invoice	10/25/2023	Bolts for Vice Mount	0.00	19.03	
060449	Invoice	10/25/2023	Parts for Vice Mount	0.00	75.57	
MKN&A	Michael K. Nunley & Associates, Inc.	10/27/2023	Regular	0.00	8,489.75	10985
1039337	Invoice	10/13/2023	Water Treatment Plant Final Design	0.00	8,489.75	
MITEC	MITec Solutions LLC	10/27/2023	Regular	0.00	269.29	10986
96540	Invoice	10/15/2023	Splashtop	0.00	20.00	
96622	Invoice	10/15/2023	Anti-Virus	0.00	50.00	
96674	Invoice	10/15/2023	Elevate/VoIP	0.00	199.29	
MITEC	MITec Solutions LLC	11/13/2023	Regular	0.00	868.82	11014
1067905	Invoice	11/01/2023	Monthly Maintenance	0.00	240.00	
97078	Invoice	11/01/2023	Exchange,Web Hosting,ShareSync	0.00	290.82	
97126	Invoice	11/01/2023	Off Site BackUp	0.00	98.00	
97187	Invoice	11/01/2023	X360 Recover BackUp	0.00	240.00	
NCK&K	Nelson Comis Kettle & Kinney, LLP	11/13/2023	Regular	0.00	4,875.00	11015
11411	Invoice	10/30/2023	Attorney Fees	0.00	4,875.00	
OFFDEP	Office Depot	11/13/2023	Regular	0.00	91.21	11016
339741486001	Invoice	10/26/2023	Paper,Highlighter,Envelope	0.00	78.14	
339769736001	Invoice	10/26/2023	Legal Writing Pads	0.00	13.07	
OILELE	Oilfield Electric Company, Inc.	10/27/2023	Regular	0.00	2,433.07	10987
2035566	Invoice	10/11/2023	Electrician for HOA Controls on Motors	0.00	2,433.07	
OTV	Ojai True Value	10/27/2023	Regular	0.00	15.36	10988
53728	Invoice	10/25/2023	Bolts for Vice Mount	0.00	15.36	
PATHIAN	Pathian Administrators	10/27/2023	Regular	0.00	114.47	10973
INV0002447	Invoice	10/15/2023	HSBS	0.00	57.24	
INV0002460	Invoice	10/31/2023	HSBS	0.00	57.23	
POWER	Power Machinery Center	11/13/2023	Regular	0.00	99.57	11017
W77638	Invoice	11/02/2023	Golf Cart Maintenance	0.00	99.57	
FORD	Price Ford of Simi Valley	10/27/2023	Regular	0.00	-62,262.84	10981
FORD	Price Ford of Simi Valley	10/27/2023	Regular	0.00	62,262.84	10981
00222713	Invoice	10/27/2023	2022 Ford F-250	0.00	62,262.84	
FORD	Price Ford of Simi Valley	11/02/2023	Regular	0.00	-62,262.84	10996
FORD	Price Ford of Simi Valley	11/02/2023	Regular	0.00	62,262.84	10996
00222713-2	Invoice	10/27/2023	2022 Ford F-250	0.00	62,262.84	
FORD	Price Ford of Simi Valley	11/02/2023	Regular	0.00	62,262.84	10997
00222713-1	Invoice	10/27/2023	2022 Ford F-250	0.00	62,262.84	

Check Report

Date Range: 10/16/2023 - 11/15/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
PERS INV0002443	Public Employees' Retirement System Invoice	10/15/2023	10/31/2023 457 Withholdings	Bank Draft	0.00 0.00	700.00 700.00	DFT0001950
PERS INV0002446	Public Employees' Retirement System Invoice	10/15/2023	10/31/2023 PERS	Bank Draft	0.00 0.00	3,643.77 3,643.77	DFT0001952
PERS INV0002456	Public Employees' Retirement System Invoice	10/31/2023	10/31/2023 457 Withholdings	Bank Draft	0.00 0.00	700.00 700.00	DFT0001961
PERS INV0002459	Public Employees' Retirement System Invoice	10/31/2023	10/31/2023 PERS	Bank Draft	0.00 0.00	4,354.98 4,354.98	DFT0001963
PERS 10000001733477	Public Employees' Retirement System Invoice	11/01/2023	11/09/2023 Unfunded Accrued Liability	Bank Draft	0.00 0.00	2,772.17 2,772.17	DFT0001971
RWC 1-612 612-Dep	Robert William Company Invoice Invoice	10/01/2023 10/01/2023	10/27/2023 Water Main Relocation 33 Water Main Relocation	Regular	0.00 0.00 0.00	1,300.00 400.00 900.00	10989
SCE OFFELE1023 TNKFRM1023 WELL1-1023 WELL2-1023 WELL4&71023 WELL8-1023 Z-11023 Z-2FIRE1023 Z-2PWR1023 Z-3FIRE1023	Southern California Edison Co. Invoice Credit Memo Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Credit Memo	10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023 10/26/2023	10/27/2023 Office Electricity Tank Farm Well 1 Well 2 Wells 4&7 Well 8 Zone 1 Zone 2 Fire Zone 2 Power Zone 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 0.00	10,051.54 201.91 -36.87 434.74 444.43 8,263.57 240.19 38.20 78.27 441.62 -54.52	10990
SCGAS 0784	Southern California Gas Co. Invoice	10/27/2023	11/13/2023 Office Heat	Regular	0.00 0.00	6.40 6.40	11018
SPECTRUM 02994211112723	Spectrum Invoice	10/27/2023	11/13/2023 Internet	Regular	0.00 0.00	84.98 84.98	11019
SWRCB G5608531023 G5612871023	State Water Resources Board Invoice Invoice	10/26/2023 10/26/2023	10/27/2023 Groundwater Extraction & Diversion Groundwater Extraction & Diversion	Regular	0.00 0.00 0.00	100.00 50.00 50.00	10991
SUMMER 091323 092823 101223 102623	Summer Ward Invoice Invoice Invoice Invoice	10/01/2023 10/01/2023 10/12/2023 10/26/2023	10/27/2023 Water for Office Water for Office Water for Office Water for Office	Regular	0.00 0.00 0.00 0.00	20.00 5.00 5.00 5.00	10992
ARTESIAN 03-50901-00	The Artesian Of Ojai Invoice	10/26/2023	10/27/2023 MWAC Refund	Regular	0.00 0.00	16,132.44 16,132.44	10993
UAOFSC 1020230450	Underground Service Alert of So.Ca. Invoice	11/01/2023	11/13/2023 Digalerts	Regular	0.00 0.00	39.75 39.75	11020

Check Report

Date Range: 10/16/2023 - 11/15/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
USBANK	US Bank Corporate Pmt. System		11/13/2023	Regular	0.00	1,922.35	11021
AAS100223	Invoice	10/02/2023	Stamps		0.00	70.75	
ADOBE02723	Invoice	10/01/2023	Adobe Program		0.00	239.88	
AMAZON101623	Invoice	10/13/2023	Batteries, Badge Holders,Cover		0.00	82.04	
AMAZON101723	Invoice	10/16/2023	Scanner Cleaner Cards		0.00	16.08	
AMAZON101823	Invoice	10/18/2023	Head lamps,Benadryl,Staples		0.00	53.43	
DROPBOX102023	Invoice	10/20/2023	DropBox		0.00	90.00	
EIOT092823	Invoice	10/01/2023	Security Camera Data Renewal		0.00	15.00	
EIOT100223	Invoice	10/02/2023	Security Camera Monthly Auto Renewal		0.00	15.00	
EIOT102323	Invoice	10/23/2023	Security Camera Monthly Auto Renewal		0.00	15.00	
GOTO101623	Invoice	10/16/2023	Remote Meetings		0.00	10.00	
LOWES101623	Invoice	10/16/2023	Broom, Shovel, Post Hole Dig Bar,etc.		0.00	254.62	
QSS101123	Invoice	10/11/2023	Storage Facility		0.00	184.00	
PPE100423	Invoice	10/04/2023	Weed Wacker String		0.00	72.14	
SMARTBOTTLE10	Invoice	10/11/2023	Emergency Water Containers		0.00	600.00	
TAXFORMS10182	Invoice	10/18/2023	W-2's & 1099'S		0.00	204.41	
VERIZON	Verizon Wireless		11/13/2023	Regular	0.00	435.94	11023
9947869724	Invoice	10/26/2023	Cell Phones		0.00	435.94	
WEX	WEX BANK		10/27/2023	Regular	0.00	1,646.37	10994
92510203	Invoice	10/15/2023	Fuel		0.00	1,646.37	

Bank Code AP Bank Summary

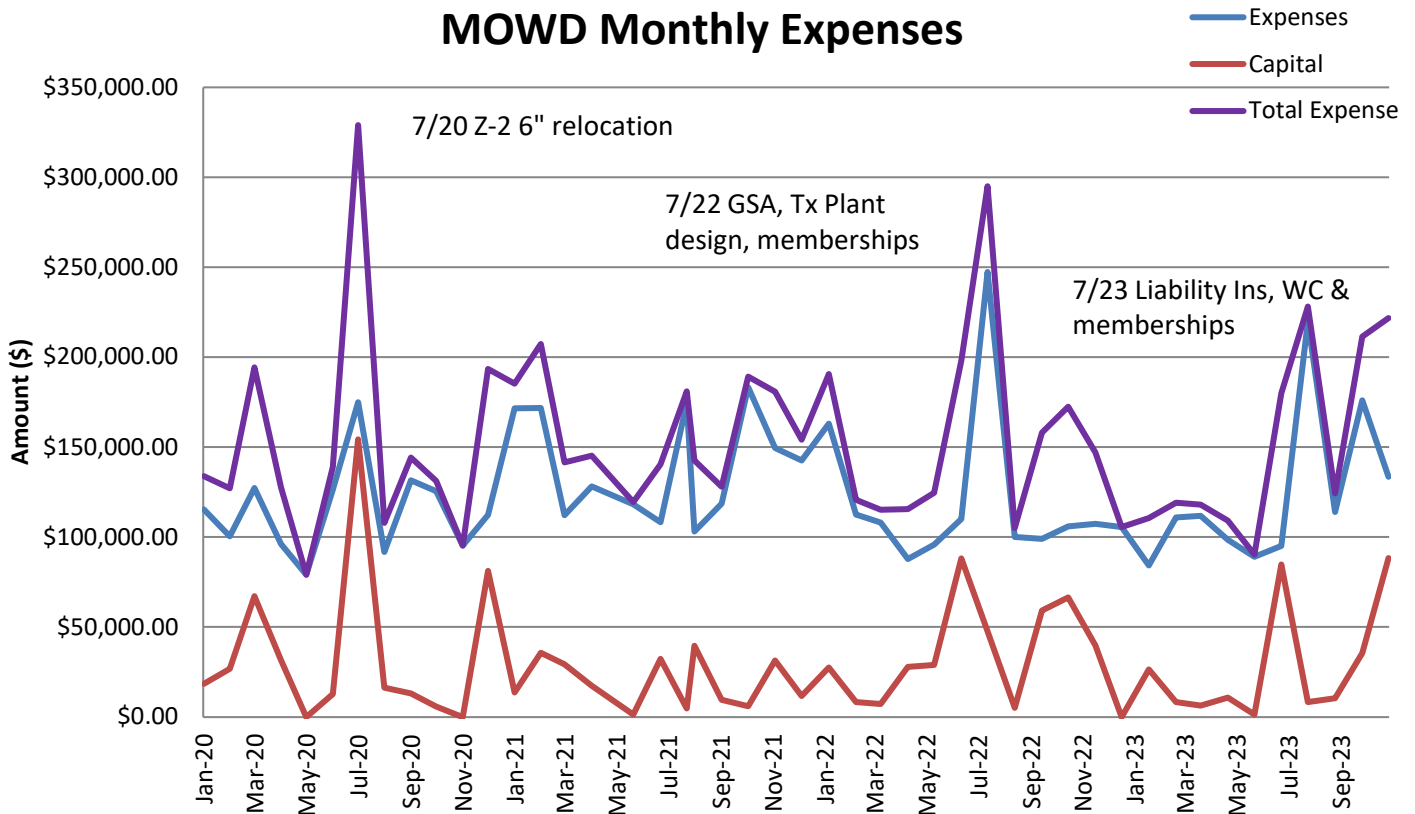
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	49	0.00	283,706.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-124,525.68
Bank Drafts	8	8	0.00	19,102.44
EFT's	0	0	0.00	0.00
	128	59	0.00	178,283.61

Meiners Oaks Water District

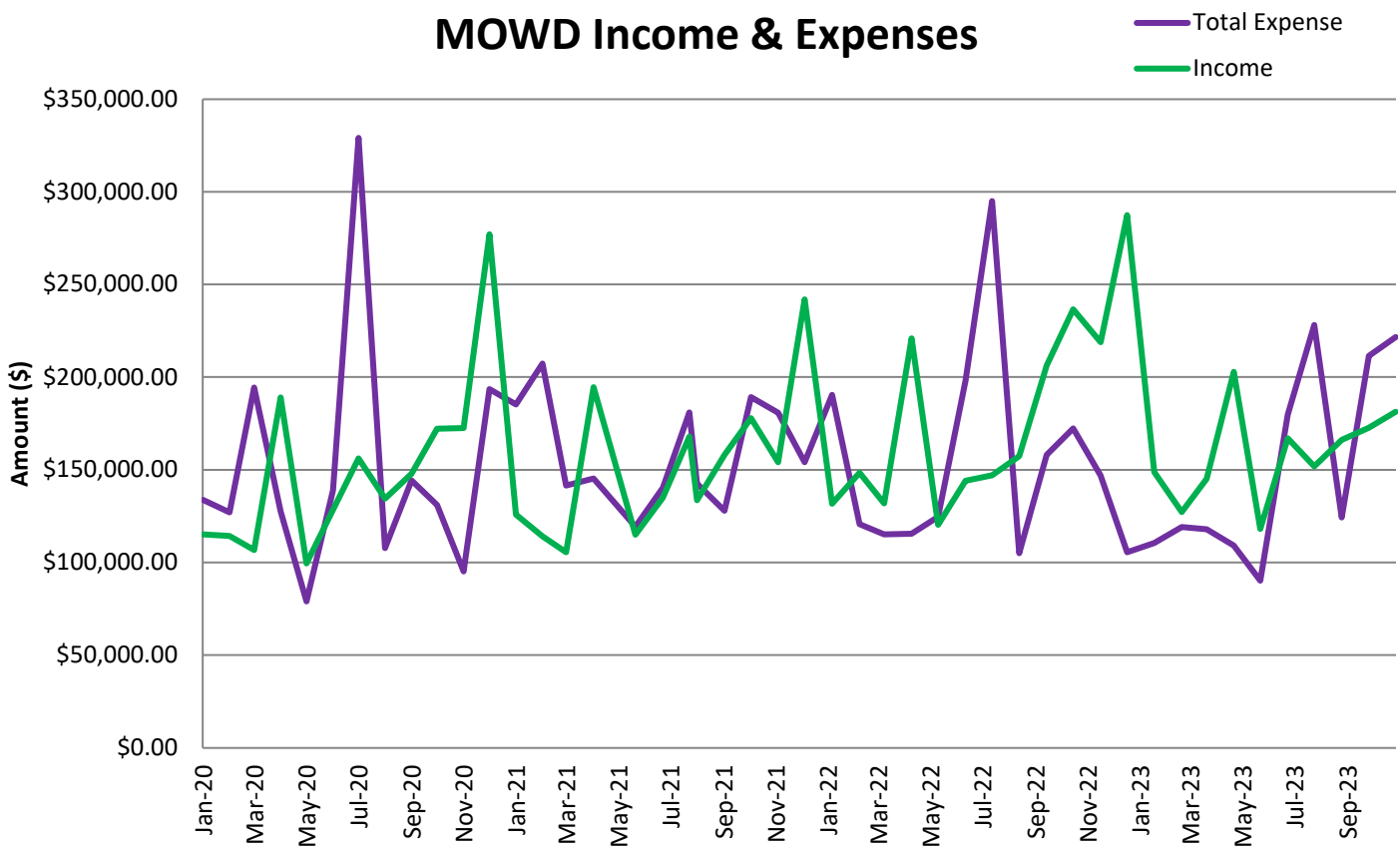
Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

Expenditures	Month of October	Year To Date	Budget Approp	Approp Bal 10/31/23	Current November	Approp FY Bal To Date
Salaries	61,313.15	206,312.78	650,000.00	443,687.22	-	443,687.22
Payroll Taxes	4,891.34	16,539.70	45,000.00	28,460.30	-	28,460.30
Retirement Contributions	7,091.87	28,007.98	73,000.00	44,992.02	-	44,992.02
Group Insurance	6,681.39	26,331.33	96,000.00	69,668.67	-	69,668.67
Company Uniforms	123.89	970.53	4,500.00	3,529.47	-	3,529.47
Phone Office	677.15	2,783.71	7,000.00	4,216.29	-	4,216.29
Janitorial Service	658.09	2,364.36	6,500.00	4,135.64	126.23	4,009.41
Refuse Disposal	396.79	1,587.16	5,000.00	3,412.84	-	3,412.84
Liability Insurance	-	82,307.64	77,000.00	(5,307.64)	-	(5,307.64)
Workers Compensation	-	41,604.53	42,000.00	395.47	-	395.47
Wells	-	3,470.07	16,000.00	12,529.93	-	12,529.93
Truck Maintenance	41.80	1,878.05	3,500.00	1,621.95	99.57	1,522.38
Office Equipment Maintenance	184.00	1,621.79	7,500.00	5,878.21	882.21	4,996.00
Security System	45.00	1,091.77	1,000.00	(91.77)	98.85	(190.62)
Cell Phones	435.94	1,742.24	4,500.00	2,757.76	-	2,757.76
System Maintenance	3,861.46	22,797.20	60,000.00	37,202.80	-	37,202.80
Safety Equipment	648.79	5,853.81	6,000.00	146.19	-	146.19
Laboratory Services	1,230.00	5,246.00	14,500.00	9,254.00	107.00	9,147.00
Membership and Dues	6,500.00	9,182.00	10,000.00	818.00	-	818.00
Printing and Binding	-	-	2,000.00	2,000.00	-	2,000.00
Office Supplies	883.24	4,548.79	6,000.00	1,451.21	-	1,451.21
Postage and Express	1,007.68	4,923.85	13,000.00	8,076.15	-	8,076.15
B.O.D. Fees	2,500.00	9,000.00	30,000.00	21,000.00	-	21,000.00
Engineering & Technical Services	-	941.06	50,000.00	49,058.94	-	49,058.94
Computer Services	1,425.45	11,014.05	25,000.00	13,985.95	868.82	13,117.13
Other Prof. & Regulatory Fees	204.50	3,433.36	40,000.00	36,566.64	6,946.00	29,620.64
Public and Legal Notices	-	-	2,000.00	2,000.00	-	2,000.00
Attorney Fees	6,207.50	8,905.00	40,000.00	31,095.00	-	31,095.00
GSA Fees	-	63,000.00	90,000.00	27,000.00	-	27,000.00
VR/SBC/City of VTA Law Suit	6.50	152.87	75,000.00	74,847.13	-	74,847.13
Rental Equipment	-	-	10,000.00	10,000.00	-	10,000.00
Audit Fees	-	-	26,000.00	26,000.00	10,000.00	16,000.00
Small Tools	333.96	1,819.58	5,000.00	3,180.42	-	3,180.42
Election Supplies	-	-	2,500.00	2,500.00	-	2,500.00
Treatment Plant	-	5,747.47	10,000.00	4,252.53	-	4,252.53
Fuel	1,646.37	6,154.99	20,000.00	13,845.01	-	13,845.01
Travel Exp./Seminars	-	235.25	2,000.00	1,764.75	-	1,764.75
Utilities	208.31	1,572.19	3,500.00	1,927.81	-	1,927.81
Power and Pumping	9,849.63	37,905.75	80,000.00	42,094.25	-	42,094.25
Meters	14,419.73	22,130.97	80,000.00	57,869.03	-	57,869.03
Online AutoPay Transactions Fees	-	-	10,000.00	10,000.00	-	10,000.00
Total Expenditures	133,473.53	643,177.83	1,751,000.00	1,107,822.17	19,128.68	1,088,693.49
Water Distribution System	-	-	-	-	-	-
	-	-	-	-	-	-
New Well	-	-	25,000.00	25,000.00	-	25,000.00
Valve Replacements	-	-	90,000.00	90,000.00	-	90,000.00
Rehab Well 4	-	-	30,000.00	30,000.00	-	30,000.00
Meiners Rd. Tank/Zone	-	-	75,000.00	75,000.00	-	75,000.00
	-	-	-	-	-	-
Structures and Improvements	-	-	-	-	-	-
	-	-	-	-	-	-
Treatment Plant 100% Eng. Design	8,489.75	34,166.97	160,000.00	125,833.03	-	125,833.03
TP Grant & Environmental Assistance	-	-	60,000.00	60,000.00	-	60,000.00
Field Truck 3/4 Ton	62,262.84	-	70,000.00	70,000.00	-	70,000.00
Office HVAC System	-	19,786.00	20,000.00	214.00	-	214.00
	-	-	-	-	-	-
Field Equipment	-	-	-	-	-	-
	-	-	-	-	-	-
Chlorine Alarms	-	-	20,000.00	20,000.00	-	20,000.00
Air Compressor	-	-	6,500.00	6,500.00	-	6,500.00
Generator Welder	-	-	6,500.00	6,500.00	-	6,500.00
	-	-	-	-	-	-
Appropriations for Contingencies	17,432.44	26,048.58	100,000.00	73,951.42	-	73,951.42
Total CIP Spending	88,185.03	80,001.55	663,000.00	582,998.45	-	582,998.45
GRAND TOTAL	221,658.56	723,179.38	2,414,000.00	1,690,820.62	19,128.68	1,671,691.94

MOWD Monthly Expenses



MOWD Income & Expenses





Resolution 20231121

RESOLUTION OF THE BOARD OF DIRECTORS OF MEINERS OAKS WATER DISTRICT APPROVING REPLACEMENT WATER TREATMENT PLANT UPGRADE AND NOTICE OF EXEMPTION

WHEREAS, Meiners Oaks Water District (the "District") is a California special district formed and operating under the provisions of the California County Water District Law; and

WHEREAS, the District is the lead agency under the California Environmental Quality Act ("CEQA") for the Meiners Oaks Water District Water Treatment Plant Upgrade Project (the "Project"); and

WHEREAS, the Project involves the demolition of the existing District water treatment plant facilities and the construction and operation of a replacement, upgraded water treatment plant with substantially the same purpose and treatment capacity of the existing facilities to be located on the same site as the existing facilities. The new water treatment plant would treat groundwater extracted from two existing on-site wells. The Project involves the construction of a limited number of new, small facilities and structures and installation of small new equipment in small structures on the same site as the existing facilities; and

WHEREAS, the District hired a firm specializing in CEQA environmental compliance to prepare the environmental analysis for the Project; and

WHEREAS, the environmental analysis documents demonstrate that the Project is categorically exempt under the Class 2 and Class 3 Categorical Exemptions as set forth in the CEQA Guidelines, 14 Cal. Code Regs. Sections 15302 (Replacement or Reconstruction) and 15303 (New Construction or Conversion of Small Structures), and a Notice of Exemption has been prepared; and

WHEREAS, the District's Board of Directors ("Board") has reviewed and considered the environmental analysis completed for the Project; and

WHEREAS, the Board has determined that the Notice of Exemption is adequate, complete, and has been prepared in accordance with CEQA; and

WHEREAS, the Notice of Exemption has been prepared in compliance with CEQA and reflects the Board's independent judgment and analysis; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have been met; and

WHEREAS, the Board, by this resolution, desires to adopt the Notice of Exemption and approve the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The above recitals are true and correct.

2. The Notice of Exemption prepared for the Project attached hereto and incorporated herein by reference has been completed in accordance with CEQA and reflects the Board's independent judgment and analysis.
3. The Board hereby approves and adopts the Notice of Exemption for the Project and finds that the Project is exempt from CEQA pursuant to the Class 2 and Class 3 Categorical Exemptions as set forth in the CEQA Guidelines, 14 Cal. Code Regs. Sections 15302 and 15303.
4. The Board hereby approves the Project.
5. The Board hereby directs staff to execute and file the Notice of Exemption in accordance with the applicable provisions of the CEQA Guidelines, 14 Cal. Code Reg. Section 15062.
6. The Notice of Exemption constitutes a record of these proceedings and will be kept at the offices of the District located at 202 W. El Roblar Drive, Ojai, CA 93023, under the control of the Board Secretary.

Passed, Approved, and Adopted by the Board of Directors of Meiners Oaks Water District this 21st day of November, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Board Secretary, Summer Ward

Board President, Michel Etchart

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ENVIRONMENTAL PACKAGE (CONSTRUCTION)

This Environmental Package has been prepared to serve both the Clean Water and Drinking Water (CW & DW) State Revolving Fund (SRF) Programs, within the Division of Financial Assistance, State Water Resources Control Board (State Water Board). A complete Environmental Package is required for all projects seeking funds from SRF Programs. Detailed information, including statutes and guidelines on the California Environmental Quality Act (CEQA), can be obtained at <http://www.opr.ca.gov/ceqa/>.

NOTE: The CEQA and federal cross-cutting document(s) must be completed prior to receiving a financing agreement for a project. All environmental documents, including addendums, supplemental and subsequent CEQA documents, must be circulated through the Governor's Office of Planning and Research (OPR), State Clearinghouse (SCH), and be less than five (5) years old at the time a financing agreement is executed for a project.

More information about the SRF Programs' environmental review process can be found in the State Environmental Review Process (SERP). The SERP addresses how the State Water Board utilizes CEQA to meet the SRF Programs' environmental requirements. To view the DW or CW SERP, respectively, please visit: https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/serp.pdf, or http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/appendix_i_envguide.pdf. For more information on the State Water Board's implementation of federal cross-cutting authorities in the SRF Programs, please visit: <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf>. For more information on program policy and guidance, please visit: <https://www.epa.gov/drinkingwatersrf/program-policy-and-guidance-drinking-water-state-revolving-fund-program>.

I. GENERAL INFORMATION

Applicant (Entity) Name: Enter the entity that will be the legal signatory to the financing agreement.

Project Title: Enter the title of the project. The project title must be consistent throughout the technical package (i.e., Project Technical Report/Engineering Report, Authorizing Resolution, etc.) and the environmental document for the project.

Environmental Contact Person and Phone/Email: Provide the contact information for the person/entity responsible for coordinating with the State Water Board on the environmental review.

Project Description: Provide a brief description of the activities that are expected to occur during the project construction and operation. The project description must be consistent with both the environmental document and the Project Technical Report/Engineering Report.

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

CEQA Lead Agency: Provide the name of the lead agency preparing the environmental document(s) pursuant to CEQA Guidelines.

NOTE: If the applicant is not the lead agency, but is a public agency acting as a responsible agency, they must adopt/certify the CEQA document, approve the project, and then file a Notice of Determination with the County Clerk and the OPR, SCH. If the applicant is not a public agency (e.g., non-profit, private water system, etc.) and not subject to CEQA, please contact the State Water Board for assistance in determining the lead agency for the proposed project.

Environmental Document Status: Is the project covered under a CEQA exemption?

Has the CEQA process started for this project?

Has compliance with the federal cross-cutting requirements started?

Provide the State Clearinghouse Number: Enter the number assigned to the project at the time of filing at the OPR, SCH.

Type of CEQA Document: Identify how CEQA will be complied with for the project (i.e. type of CEQA document; Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report) prepared/to be prepared for this Project).

Public Hearing/Meeting Date(s) for CEQA Document Adoption/Certification and Project Approval: All projects, except those with little to no environmental impacts (Statutorily and/or Categorically exempt), must hold a public hearing or meeting to adopt/certify the CEQA document(s) and approve the project. Please provide the date(s) of when such meeting(s) were held to adopt/certify CEQA document(s) and approve the project. Please note, all CEQA documents must be circulated through the OPR, SCH, and be less than five (5) years old at the time a financing agreement is executed for a project.

List and describe all related environmental permits, approvals, and certifications required for the project: Indicate which permits, approvals, and/or certifications are required for the project, including those issued by the county, state, and federal agencies. Examples include the California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration (LSA) Agreement, Clean Water Act (CWA), Sections 404 Permit and 401 Certification, Coastal Development permit, etc.

NOTE: Any project, regardless of funding, must obtain approval for any temporary or permanent disturbance to federal and state waters. The CWA, Sections 404 and 401 require consultation with the United States Army Corps of Engineers (USACE) and the Regional Water Quality Control Board(s) (RWQCB), if a project may result in the discharge of dredged or fill material into waters of the United States, including wetlands. The CWA, Section 404 Permit process through the USACE can be lengthy, and, as with the CWA, Section 401 Certification process, may ultimately require project alterations to avoid an adverse impact on waters of the United States. The applicant must consult with the USACE and the RWQCB(s) early on in the planning process if any portion of the project site contains or may impact waters of the United States, so that practical project alternatives and/or impact avoidance can be discussed. For more information on the CWA, Sections 404 Permit and 401 Certification processes, please visit <https://www.epa.gov/cwa-404/section-404-permit-program> and https://19january2017snapshot.epa.gov/sites/production/files/2016-11/documents/cwa_401_handbook_2010.pdf.

Project and Environmental Settings: Evaluate the project in regard to the questions listed under the Environmental Setting and check the applicable boxes. If you answer “Yes” to any of the questions, explain the potential significant environmental impacts, both direct and indirect. When considering potential environmental impacts, you must include all of the project’s elements: facilities, conveyance lines, storage, points of diversions, points of discharge, staging areas, operation, and other elements of service area - as applicable. Use attachment(s) if necessary.

III. CEQA EXEMPTION INFORMATION

Complete this Section only if the project is exempt from CEQA.

Categorical Exemptions — Check the applicable class(es) and provide a brief description of how the project is consistent with the exemption class(es) and whether any exception(s) to the exemption(s) apply.

Statutory Exemptions — Check the applicable section(s) and explain how the project is consistent with the exemption(s).

Division of Financial Assistance Environmental Review Staff will review the exemption information provided to determine if the State Water Board concurs with the applicant’s determination, and what type of federal cross-cutting documentation may be necessary.

Completion of the Environmental Package, including the Evaluation Section for Federal Environmental Coordination (See Section IV below), is required for all SRF funded projects regardless of whether the project is CEQA exempt. The applicant should contact Environmental Review Staff before completing any additional federal cross-cutting documents. Contact the Division of Financial Assistance Project Manager to obtain the contact information for Environmental Review Staff.

IV. EVALUATION SECTION FOR FEDERAL ENVIRONMENTAL COORDINATION

This section is required for all projects requesting SRF funding. The applicant should discuss in detail the steps taken to meet the federal cross-cutting environmental regulations identified below, and provide the appropriate supporting information. **Supporting information must be uploaded to FFAST labeled E2 “Document Type” (e.g., E2-Air Quality Estimates, E2-Biological Assessment, etc.)** Please contact the Environmental Review Staff (refer to contact list at http://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.shtml for the CW SRF Program or http://www.waterboards.ca.gov/drinking_water/services/funding/environmental_requirements.shtml for the DW SRF Program) if you have any questions.

Potential Co-Funding Sources

Indicate if the project is also pursuing funding from another federal agency(ies). If more than one (1) federal agency is involved in a project, the agencies will need to coordinate to determine who will be the federal lead agency when conducting consultations (i.e., Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act). Provide the Division of

Financial Assistance Environmental Review Staff with contact information of the environmental coordinator/reviewer of the other federal agency(ies), to coordinate and identify the federal lead agency for the project.

United States Forest Service, Bureau of Land Management, and Other Federal Land

Required Documentation: Explain if any portion of the proposed project is located on United States Forest Service (USFS), Bureau of Land Management (BLM), or any other federally managed land. If applicable, attach a colored map identifying the project location with respect to the USFS, the BLM, or other federal land and provide further explanation, or indicate where this information may be found (e.g., CEQA document, biological report/assessment, etc.). To aid the State Water Board in federal coordination, please provide the name and contact information for the USFS Office, the BLM District, or other federal regional unit with whom the water system has been in contact.

Regulatory Information: If any portion of the proposed project is located on the USFS, the BLM land, or other federally managed land, a USFS Special-Use Authorization, BLM Land Use Permit, or other form of federal land use authorization, respectively, may be required. These documents (e.g., permits, leases, easements) authorize specific uses and activities upon the USFS, the BLM, or other federally managed land (e.g., construction upon USFS or BLM land). For more information on the USFS Special-Use Authorization and how to obtain one, please visit: https://www.fs.fed.us/specialuses/special_about.shtml. For more information on the BLM Land Use Application and Permit and how to obtain one, please visit: <https://www.blm.gov/services/electronic-forms>.

Environmental Alternative Analysis

Required Documentation: Briefly explain the direct and indirect environmental impacts associated with each project alternative considered and the environmental reasoning behind why the project alternative was selected. Also, indicate where more information can be found (e.g., Project Technical Report/Engineering Report or in a separate environmental alternative analysis document). The environmental alternative analysis must include the following elements:

- Range of feasible project alternatives that each meet the applicant's project needs and objectives, as well as a "no project/no action" alternative;
- Comparative environmental analysis among the project alternatives that includes discussions of beneficial and adverse environmental impacts on the existing environment, future environment, and individual sensitive environmental issues identified through project management or public participation;
- Analysis of direct, indirect, and cumulative impacts on sensitive environmental resources, if applicable, for each project alternative considered;
- Potential reasonably foreseeable future environmental impacts, if applicable, for each project alternative considered;
- Appropriate mitigation measures not already included in the proposed action or alternatives, if appropriate, to mitigate adverse environmental impacts; and
- Thorough discussions of the environmental reasoning for selection of the chosen alternative for the project.

Regulatory Information: SRF Programs' federal regulations and the SERP require an environmental alternative analysis for projects covered under a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report.

Archaeological and Historic Preservation Act (AHPA)

Required Documentation: Explain if the project will cause irreparable loss or damage to archaeological or historic resources or data through alteration of the terrain as a result of reservoir or dam construction (i.e., flooding, building of access roads, or construction of a reservoir). Please explain, or indicate where this information can be found [e.g., Historic Properties Identification Report (HPIR), CEQA document, etc.]. Provide supplemental information as needed. The HPIR (see the National Historic Preservation Act below) will suffice as documentation for this requirement.

Regulatory Information: The AHPA was established in 1960 for the preservation of significant scientific, prehistoric, historic and archaeological materials and data that might be lost or destroyed as a result of flooding, the construction of access roads, relocation of railroads and highways, or any other federally funded activity that is associated with the construction of a dam or reservoir. Under this law, historical and archaeological resources do not have to be eligible, or considered eligible, in the National Register of Historic Places for an impact to occur. If a project will have an adverse effect to significant historical or archaeological resources or data, the State Water Board will coordinate with the United States Environmental Protection Agency (USEPA) to initiate consultation with the relevant federal agencies.

Bald and Golden Eagle Protection Act

Required Documentation: Explain if the project has the potential to adversely affect Bald or Golden Eagles. Please indicate where the impact assessment specific to Bald or Golden Eagles can be found [e.g., page number(s) of the biological report/assessment, CEQA document, etc.].

Regulatory Information: The bald eagle will continue to be protected by the Bald and Golden Eagle Protection Act (Act) even though it has been delisted under the Endangered Species Act. This law, originally passed in 1940, provides for the protection of the bald eagle and the golden eagle (as amended in 1962) by prohibiting the take, possession, sale, purchase, barter, offer to sell, purchase or barter, transport, export or import, of any bald or golden eagle, alive or dead, including any part, nest, or egg, unless allowed by permit (16 U.S.C. 668(a); 50 CFR 22). "Take" includes pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb (16 U.S.C. 668c; 50 CFR 22.3). The 1972 amendments increased civil penalties for violating provisions of the Act to a maximum fine of \$5,000 or one year imprisonment with \$10,000 or not more than two years in prison for a second conviction. Felony convictions carry a maximum fine of \$250,000 or two years of imprisonment. The fine doubles for an organization. Rewards are provided for information leading to arrest and conviction for violation of the Act.

Clean Air Act

Required Documentation: Identify the air basin and local air district for the project area. Provide the estimated project construction and operational air emissions (in tons per year) in the table, and attach supporting calculations, regardless of attainment status [emissions can be estimated by using the California Emissions Estimator Model (CalEEMod): <http://caleemod.com/>]. Local air

quality thresholds of significance can be determined by contacting the Local Air District, or by visiting the Local Air District's website. Submit additional supporting documents utilized to compile the data, and any air quality studies/models that have been completed for the project. Indicate where more information can be found (e.g., CEQA document, etc.).

Regulatory Information: For SRF Programs' financed projects, we recommend the applicant include a General Conformity Determination section in the CEQA document(s), so that another public review process would not be needed, should a General Conformity Determination be required. The applicant should check with the local air quality management district and review the California Air Resources Board's air emissions map for information on the State Implementation Plan (<https://www.arb.ca.gov/planning/sip/sip.htm>). The applicant should refer to the USEPA's Green Book for information on attainment status (<https://www.epa.gov/green-book>) and to the USEPA's General Conformity Training for information on the federal *de minimis* levels (<https://www.epa.gov/general-conformity/de-minimis-emission-levels>). For information on how to proceed evaluating General Conformity requirements, please contact the Division of Financial Assistance Environmental Review Staff through the assigned Project Manager.

Coastal Barriers Resources Act

Since there is no designated Coastal Barrier Resources System in California, no impacts from California projects are expected. However, should the applicant believe there may be impacts to the Coastal Barrier Resources System due to special circumstances, please adhere to the following guidance.

Required Documentation: Explain if the project will impact, or be located within or near, the Coastal Barrier Resources System or its adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. If applicable, describe the project location with respect to the Coastal Barrier Resources System, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.). Provide the status of any consultations conducted with the appropriate Coastal Zone management agency and the United States Department of Interior, Fish and Wildlife Service (USFWS). During the planning process, the applicant should consult with the appropriate Coastal Zone management agency (e.g., City or County with an approved Local Coastal Program, the California Coastal Commission, or the San Francisco Bay Conservation and Development Commission) to determine if the project will have an impact on the Coastal Barrier Resources System.

Regulatory Information: The Coastal Barriers Resources Act is intended to discourage development in the Coastal Barrier Resources System and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters.

If the project will have an impact on the Coastal Barrier Resources System, the State Water Board must consult with the appropriate Coastal Zone management agency and the USFWS. Any recommendations from the Coastal Zone management agency and the USFWS will be incorporated into the project's design prior to approval of SRF financing. For more information on Coastal Barrier Resources System in the project area, please visit: <http://www.fws.gov/CBRA/>.

Coastal Zone Management Act

Required Documentation: Explain if any portion of the project is located within the coastal zone and describe the project location with respect to coastal areas, or indicate where this information may be found (e.g., CEQA document, biological report/assessment, etc.). If applicable, provide the status or copy of the coastal zone permit or coastal exemption.

To help determine if the project is located within a coastal zone, please contact the city or county in which the project is located, or your local California Coastal Commission office (https://www.coastal.ca.gov/enforcement/cdp_pamphlet.pdf). California's coastal zone is defined as extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1,000 yards from the mean high tide line of the sea. In significant coastal estuarine, habitat, and recreational areas it extends inland to the first major ridgeline paralleling the sea or five (5) miles from the mean high tide line of the sea, whichever is less, and in developed urban areas the zone generally extends inland less than 1,000 yards. The coastal zone for the San Francisco Bay Conservation and Development Commission (BCDC) includes the open water, marshes, and mudflats of the greater San Francisco Bay, and areas 100 feet inland from the line of highest tidal action. The BCDC boundary also includes: the Suisun Marsh and buffer zone; managed wetlands diked off from the Bay; and open waters diked off from the Bay and used in salt production.

Regulatory Information: Projects involving construction activities in the coastal zone will require consultation with either the California Coastal Commission (or the designated local agency with a Local Coastal Program), or the BCDC (for projects located in the San Francisco Bay area).

For more information on Coastal Zone Management Act requirements, please refer to the following websites:

- United States Coastal Zone Boundaries through the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), and National Marine Fisheries Service (NMFS) website at <https://coast.noaa.gov/czm/mystate/>;
- California Coastal Commission website at <http://www.coastal.ca.gov/ccatc.html>; and/or
- San Francisco Bay Conservation and Development Commission website at <http://www.bcdc.ca.gov/>.

Endangered Species Act (ESA)

Required Documentation: Explain if the project construction and operational activities may directly or indirectly affect any federally listed threatened or endangered species that are known or have a potential to occur on the project site, in the surrounding area, or in the service area. Please also indicate where more information can be found (e.g., biological report/assessment, CEQA document, etc.).

The applicant must provide a biological assessment/report, prepared by a qualified biologist, that addresses possible direct, indirect, and cumulative impacts of the project to federally listed species under the ESA. Biological assessments/reports must include a clear description of the project, construction information, an up-to-date field survey, a species assessment table for all federally protected species, and an analysis of impacts to those species that have the potential to occur within or adjacent to the project site. Official species lists requested from the USFWS Information for Planning and Conservation database (<https://ecos.fws.gov/ipac/>) and the NMFS (http://www.westcoast.fisheries.noaa.gov/maps_data/california_species_list_tools.html) must

accompany the biological assessment/report, as well as recently-generated species lists from the CDFW California Natural Diversity Database (<https://www.wildlife.ca.gov/Data/CNDDDB>) and the California Native Plant Society Inventory of Rare and Endangered Plants of California (<http://www.rareplants.cnps.org/>).

Regulatory Information: The USFWS and NMFS must be consulted for any projects that may have the potential to impact a federally listed species. The State Water Board will reach out to the USFWS or NMFS for technical assistance prior to initiating consultation under Section 7 of the ESA. If consultation is required, the Division of Financial Assistance Environmental Review Staff will coordinate with the USEPA to initiate a Section 7, ESA consultation with the USFWS and/or NMFS. The USFWS and NMFS must provide written concurrence prior to execution of SRF financing agreement. The USFWS and NMFS comments may include conservation measures, for which the applicant's SRF financing agreement will be conditioned to ensure compliance.

For further information on the ESA requirements, visit <http://www.fws.gov/endangered/laws-policies/index.html> and <http://www.nmfs.noaa.gov/pr/laws/esa/>. Note that compliance with both the state and federal ESAs is required of projects having the potential to impact state and federal special-status species or critical habitat. Although overlap exists between the state and federal ESAs, there might be additional or more restrictive state requirements. For further information on the California ESA, refer to the CDFW website at <http://www.dfg.ca.gov/habcon/cesa/>.

For further guidance on the preparation of a biological report/assessment, please visit https://www.fws.gov/midwest/endangered/section7/ba_guide.html.

Environmental Justice

Required Documentation: Place a check (✓) in the box(es) that describe the impact of the project and provide a brief explanation for your answer(s). Explain any disproportionately high and adverse human health or environmental effects of the project's activities on minority and low-income populations, or indicate where this information can be found.

Regulatory Information: The USEPA has defined environmental justice as "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies."

Fair Treatment means that no group of people should bear a disproportionate burden of environmental harms and risks, including those resulting from the negative consequences of industrial, governmental, and commercial operations or programs and policies.

Meaningful Involvement means that: 1) potentially affected community members have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health; 2) the public's contribution can influence the agency's decision; 3) the concerns of all participants involved will be considered in the decision-making process; and 4) the decision-makers seek out and facilitate the involvement of those potentially affected.

Environmental justice concern indicates the actual or potential lack of fair treatment or meaningful involvement of minority, low-income, or indigenous populations, or tribes in the development, implementation, and enforcement of environmental laws, regulations, and policies.

Your project may involve an “environmental justice concern” if the project could:

- a) Create new disproportionate impacts on minority, low-income, or indigenous populations;
- b) Exacerbate existing disproportionate impacts on minority, low-income, or indigenous populations; or
- c) Present opportunities to address existing disproportionate impacts on minority, low-income, or indigenous populations that are addressable through the project.

Farmland Protection Policy Act

Required Documentation: Explain if any portion of the project is located on prime, unique, or important farmland, and provide information on the acreage that would be converted to other uses. Also, explain if any portion of the project boundaries is under a Williamson Act Contract, and specify the amount of acreage affected. Include this information in the Environmental Package or indicate where it can be found (e.g., farmland conversion assessment, CEQA document, etc.). If the project area is protected farmland or farmland under the Williamson Act Contract, please consult with appropriate federal, state, and local agencies and provide necessary documents to the State Water Board.

Regulatory Information: Projects involving impacts to farmland designated as prime and unique, local and statewide importance, or under a Williamson Act Contract, will require consultation with the United States Department of Agriculture, Natural Resources Conservation Service and/or California Department of Conservation. The applicant should discuss with the State Conservationist or local representative the project’s potential impacts to important farmland. The State Conservationist can provide advice on: (a) what further actions must be taken by the applicant to further evaluate important farmlands, (b) the significance of all identified important farmlands, (c) the sizing of the project as it relates to secondary growth, (d) the continued viability of farming and farm support services in the project area, and (e) alternatives or mitigation measures for reducing potential adverse effects on important farmlands.

For more information on the Farmland Protection Policy Act go to https://www.nrcs.usda.gov/wps/portal/nrcs/detail/?cid=nrcs143_008275, and for the Williamson Act go to https://www.conservation.ca.gov/dlrp/wa/Pages/wa_overview.aspx.

Fish and Wildlife Coordination Act (FWCA)

Required Documentation: Explain if the project involves any direct or indirect impacts from construction or operational activities to a body of water and provide the additional supporting information, as needed, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.).

Regulatory Information: Projects that may impact a stream or other water body by impounding, diverting, deepening a channel, or otherwise controlling or modifying flow for any purpose (including navigation and drainage) will require consultation with the USFWS and CDFW. The FWCA is not applicable to those projects in which the maximum surface area impoundment of water is less than ten (10) acres, or to activities for or in connection with programs primarily for land management and use carried out by federal agencies with respect to federal lands under their jurisdiction.

The Division of Financial Assistance Environmental Review Staff will coordinate with the USEPA to initiate consultation with the relevant agencies, if necessary.

Floodplain Management: Executive Orders 11988, 12148, and 13690

Required Documentation: Explain if any portion of the project is located within a 100-year floodplain as depicted on a floodplain map or otherwise designated by the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA). Describe any proposed measures that will be implemented to minimize or avoid redirection of the flood flow by the project, or indicate where this information can be found (e.g., CEQA document, floodplains/hydrological assessment, etc.). Provide information of any consultations completed with relevant agencies, along with the relevant FEMA floodplain map. If applicable, attach any reports (floodplains/hydrological assessment) completed for the project.

Regulatory Information: Each agency shall take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health and welfare, and to restore and preserve the natural and beneficial values served by floodplains in carrying out its responsibilities. Before taking an action, each agency shall determine whether the project will occur in a designated floodplain. Through Executive Order 13690, there are three (3) methods for establishing flood elevation and hazard area:

- I. Use data and methods informed by best-available, actionable climate science;
- II. Build two (2) feet above the 100-year flood elevation for standard projects and build three (3) feet above the 100-year flood elevation for critical buildings; and
- III. Build to the 500-year flood elevation.

If an agency determines or proposes to conduct, support, or allow a project to be located in a floodplain, the agency shall consider alternatives to avoid adverse effects and incompatible development in the floodplains. The project design and construction should take natural systems, ecosystem processes, and nature-based approaches into consideration when planning to construct within a floodplain whenever possible.

For technical assistance regarding the Floodplain Management requirements for construction within a 100-year floodplain, please contact your local Floodplain Administrator. For assistance identifying the Floodplain Administrator for your project area, please contact your regional Department of Water Resources Floodplain Management Specialist at <https://water.ca.gov/nfip>.

For further information regarding Floodplain Management requirements, please consult the FEMA website at <http://www.fema.gov>, as well as the USEPA Floodplain Management Executive Order 11988 at <https://www.fema.gov/executive-order-11988-floodplain-management> and Executive Order 13690 at <https://www.gpo.gov/fdsys/pkg/FR-2015-02-04/pdf/2015-02379.pdf>.

Magnuson-Stevens Fishery Conservation and Management Act

Required Documentation: Explain if the project construction activities involve direct, indirect, and/or cumulative impacts to Essential Fish Habitat (EFH), or indicate where this information can be found (e.g., biological report/assessment, EFH impact assessment/evaluation, CEQA document, etc.). To determine the project's location relative to designated EFH and to obtain an unofficial or official NMFS species list, consisting of both endangered species and EFH that could potentially occur in the project area, please visit:

http://www.westcoast.fisheries.noaa.gov/maps_data/california_species_list_tools.html. If the project may adversely impact EFH, the applicant must contact the NMFS to obtain an official species list, and can do so by following the link above and the associated website instructions. If the applicant is unable to obtain an official NMFS species list, please contact the Division of Financial Assistance Environmental Review Staff for further assistance.

Regulatory Information: The Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA), as amended, is designed to manage and conserve national fishery resources. EFH consultations are only required for actions that may adversely affect EFH. The NMFS is responsible for publishing maps and other information on the locations of designated EFH and can provide information on ways to promote conservation of EFHs. If a project may adversely affect a designated EFH, consultation with the NMFS will be required.

The Division of Financial Assistance Environmental Review Staff will reach out to the NMFS for technical assistance while reviewing the project. The Division of Financial Assistance Environmental Review Staff will coordinate with the USEPA to initiate consultation with the NMFS under the MSFCMA. The NMFS can respond informally or in writing. The NMFS comments may include conservation measures, for which the applicant's SRF financing agreement will be conditioned to ensure compliance. For more information, see the brochure at http://www.nmfs.noaa.gov/sfa/reg_svcs/Council%20stuff/council%20orientation/2007/2007TrainingCD/TabT-EFH/EFH_CH_Handout_Final_3107.pdf.

Marine Mammal Protection Act

Required Documentation: Explain if the project construction activities involve direct, indirect, and/or cumulative impacts to marine mammals, or indicate where this information can be found (e.g., biological report/assessment, EFH impact assessment/evaluation, CEQA document, etc). If the project may adversely impact marine mammals, the applicant should contact the Division of Financial Assistance Environmental Review Staff for further assistance.

Regulatory Information: The Marine Mammal Protection Act (MMPA) was enacted on October 21, 1972. All marine mammals are protected under the MMPA. The MMPA prohibits, with certain exceptions, the "take" of marine mammals in the United States waters and by the United States citizens on the high seas, and the importation of marine mammals and marine mammal products into the United States.

Jurisdiction for MMPA is shared by the USFWS and the NMFS.

Migratory Bird Treaty Act

Required Documentation: Explain if the project will impact federally protected migratory birds and provide a list of all protected migratory bird species that have the potential to occur in the project area, including their migration schedules and past sightings within the project area. Please indicate where this information can be found [e.g., page number(s) of the biological report/assessment, CEQA document, etc.].

Regulatory Information: The Migratory Bird Treaty Act (MBTA) restricts the killing, taking, collecting and selling or purchasing of native bird species or their parts, nests, or eggs. The MBTA, along with subsequent amendments to this act, provides legal protection for almost all

breeding bird species occurring in the United States and must be included in the CEQA document. Each agency must make a finding that a project will comply with the MBTA in the CEQA document. For further information, please consult the Migratory Bird Program through the USFWS website at <https://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php>.

National Historic Preservation Act (NHPA)/Historic Sites Act (HAS)

Required Documentation: A Historic Properties Identification Report (HPIR), written by a cultural resources professional who meets the Secretary of the Interior's Professional Qualification Standards in Archaeology or Architectural History (www.nps.gov/history/local-law/arch_stnds_9.htm), as appropriate, needs to be sent to the State Water Board's on-staff archaeologists. Contact the Project Manager or Division of Financial Assistance Environmental Review Staff for the assigned archaeologist's contact information. For detailed information on the contents of the report, visit http://ohp.parks.ca.gov/pages/1071/files/106Checklist_Details.pdf. The HPIR must include all supporting documentation, such as the results of the California Historical Resources Information System (CHRIS) records search, the results of the Sacred Lands File Search and Native American correspondence, and site records from the records search and from new resources found during the field survey. In the Environmental Package, explain the NHPA, Section 106 finding of effect, or indicate where this information can be found (e.g., HPIR, cultural report).

Regulatory Information: Section 106 of the NHPA requires federal agencies to take into account the effects of project activities on historic properties. The Section 106 process seeks to accommodate historic preservation concerns with the needs of federal undertakings through consultation among the agency official and other parties with an interest in the effects of the undertaking on historic properties, commencing at the early stages of project planning. Historic properties are any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places ([NRHP](http://www.nps.gov/nr/)). The term also includes properties of religious and cultural importance to a Native American tribe that meets the National Register criteria.

The USEPA has given authority to the State Water Board to carry out the requirements of Section 106 of NHPA and its implementing regulations, found at 36 C.F.R. Part 800, in regards to the SRF Programs. The Division of Financial Assistance Environmental Review Staff consults with the State Historic Preservation Officer, the Advisory Council on Historic Preservation, and consulting parties on behalf of the USEPA and the applicant.

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/cwsrf_requirements.shtml#shmt

HSA became law on August 21, 1935 declaring the national policy to preserve for public use historic sites, building, and objects of national significance for the inspiration and benefit of the people of the United States. Applicants complying with the NHPA are likely meeting the objectives of the HSA. However, if compliance with the HSA is required, applicants are encouraged to contact the Division of Financial Assistance Environmental Review Staff for guidance on how to assure compliance.

Protection of Wetlands

Required Documentation: Explain if there is any area within the project boundaries that should be evaluated for wetland delineation and/or that requires a permit certification from the USACE, RWQCB(s), and/or CDFW. Provide a copy of the applicable permit(s) to the the Division of Financial Assistance Environmental Review, and indicate where more information can be found (e.g., CEQA document, wetland assessment/delineation report, biological report/assessment, etc.).

Regulatory Information: In accordance with Executive Order 11990, Protection of Wetlands, any proposed project that will be in or will potentially affect wetlands must be assessed so that adverse impacts to wetlands can be avoided, to the extent possible. A wetland delineation report must be prepared for any project that will be located in or will potentially impact a wetland. The USACE Wetland Delineation Manual is available at <https://www.cpe.rutgers.edu/Wetlands/1987-Army-Corps-Wetlands-Delineation-Manual.pdf>. In addition, the CDFW determines whether or not an activity may adversely impact fish and wildlife resources, and a LSA may need to be prepared. For more information on Fish and Game codes please visit <https://www.wildlife.ca.gov/Conservation/LSA>.

Rivers and Harbors Act, Section 10

Required Documentation: Explain if the project involves any regulated activities conducted below the Ordinary High Water (OHW) elevation of navigable waters of the United States that must be approved/permited by the USACE per Section 10 of the Rivers and Harbors Act (Section 10). Indicate where more information on the project's construction and regulated activities can be found (e.g., Project Technical Report/Engineering Report, CEQA document, etc.). Provide a copy of the Section 10 Permit to the Division of Financial Assistance Environmental Review, if applicable.

Regulatory Information: If a project involves the construction of structures or any other regulated activities in, under, or over navigable waters of the United States, a Section 10 Permit from the USACE is required. Regulated activities include the placement/removal of structures, work involving dredging, disposal of dredged material, filling, excavation, or any other disturbance of soils/sediments or modification of a navigable waterway. Navigable waters of the United States are those waters of the United States that are subject to the ebb and flow of the tide shoreward to the mean high water mark and/or are presently used, or have been used in the past, or may be susceptible to use to transport interstate or foreign commerce. Tributaries and backwater areas associated with navigable waters of the United States, and located below the OHW elevation of the adjacent navigable waterway, are also regulated under Section 10. The applicant must consult with the USACE to obtain a Section 10 Permit, if applicable. For more information, please visit http://www.in.gov/indot/files/24_army.pdf.

Safe Drinking Water Act/Sole Source Aquifer Protection

Required Documentation: Explain if the project is located in an area designated by the USEPA, Region 9, as a sole source aquifer, and identify the sole source aquifer (e.g., Fresno County Aquifer; Campo/Cottonwood Creek Aquifer; Santa Margarita Aquifer, Scott's Valley; or Ocotillo-Coyote Wells Aquifer) that will be affected. The applicant must comply with the Safe Drinking Water Act and document whether or not the project has the potential to contaminate a Sole Source Aquifer. The applicant shall be held responsible for providing an alternate project location

and/or appropriate mitigation measures if a Sole Source Aquifer were to be significantly impacted by a project. Include this information in the Environmental Package, or indicate where this information may be found (e.g., biological report/assessment, CEQA document, etc.).

Regulatory Information: For projects impacting a listed Sole Source Aquifer, the applicant must identify an alternative project location, and/or develop adequate mitigation measures in consultation with the USEPA. For more information, please visit the Sole Source Aquifer Program website at <https://www.epa.gov/dwssa> or contact the Division of Financial Assistance Environmental Review Staff for further assistance.

Wild and Scenic Rivers Act

Required Documentation: Explain if a segment of the project is located within a wild and scenic river, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.). If the project is located within a wild and scenic river watershed, please provide a map identifying the watershed where the project is located.

Regulatory Information: There are construction restrictions or prohibitions for projects near or in a designated “wild and scenic river.” A listing of designated “wild and scenic rivers” can be obtained at <http://www.rivers.gov/california.php>. Watershed information can be obtained through the “California Watershed Portal” at <http://www.conservation.ca.gov/dlrp/watershedportal>.

Wilderness Act

Required Documentation: Explain if a segment of the project is located within a designated Wilderness or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.). If the project is located within a designated Wilderness, please provide a map identifying the Wilderness Area in relation to where the project is located.

Regulatory Information: Except as specifically provided for in the Wilderness Act (Act), and subject to existing private rights, there shall be no commercial enterprise and no permanent road within any wilderness area designated by this Act and, except as necessary to meet minimum requirements for the administration of the area for the purpose of this Act (including measures required in emergencies involving health and safety of persons within the area), there shall be no temporary road, no use of motor vehicles, motorized equipment, or motorboats, no landing of aircraft, no other form of mechanical transport, and no structure or installation within any such areas. If you have questions, please contact the Division of Financial Assistance Environmental Review Staff for further assistance.

ENVIRONMENTAL PACKAGE (CONSTRUCTION)

I. GENERAL INFORMATION

Applicant (Entity) Name:

Project Title:

Environmental Contact Person:**Phone:**

Email:

Project Description:

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

CEQA Lead Agency¹:

Environmental Document Status:

Is the project categorically or statutorily exempt? ☐ Yes or ☐ No

Has the CEQA process started for this project? ☐ Yes or ☐ No

Has compliance with the federal cross-cutting requirements started? ☐ Yes or ☐ No

Provide the State Clearinghouse Number³:

What type of CEQA document (Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report) was prepared for this Project?

Public Hearing/Meeting Date(s) for CEQA Document Adoption/Certification and Project Approval⁴:

List and describe all related environmental permits, approvals, and certifications required for the project:

¹If the CEQA lead agency has not been identified, please contact the the Division of Financial Assistance Environmental Review Staff for guidance.

²The CEQA process and applicable federal cross-cutting requirements must be completed prior to receiving a financing agreement for the project.

³All environmental documents must be circulated through the Governor's Office of Planning and Research, State Clearinghouse.

⁴The Clean/Drinking Water State Revolving Fund (SRF) Programs require at least one (1) public hearing/meeting, for projects that are not exempt under CEQA, in which the CEQA document(s) must be adopted/certified. All environmental documents must be less than five (5) years old at the time a financing agreement is executed for the project.

Project Setting:

Describe the current resource condition(s) and types of land use(s) in the project area and surrounding properties, and indicate if the project is located on tribal and/or federal land(s):

Environmental Setting:

Will the project:

Yes No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Be located in or adjacent to a sensitive biological area? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve potential impacts to state or federally listed threatened or endangered species? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located on or adjacent to wildlife migration routes? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located in or adjacent to recreational facilities or resources? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located on or adjacent to a unique stream or water body, or involve disturbance in a waterway or wetland? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve removal of mature trees or trees of local importance? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve a substantial alteration of ground contours? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve new or increased use of a critically over-drafted groundwater basin or groundwater basin subject to salinity intrusion? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located in an area with important geological resources (e.g., paleontological resources, mineral resources, etc.)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve substantial excavation and soil removal? |
| <input type="checkbox"/> | <input type="checkbox"/> | Produce substantial quantities of dust, ash, smoke, fumes, odors, or other air quality pollutants? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve substantial change in noise or vibration levels beyond the project area or be located in an area with sensitive noise receptors? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located on slopes with a grade of 10 percent or more, on highly erodible soil, or in a geologically unstable area? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve disposal of hazardous, flammable, or explosive materials? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located within a 100-year flood zone and have the potential to redirect flood flows? |
| <input type="checkbox"/> | <input type="checkbox"/> | Increase traffic above existing levels, or cause potential traffic related impacts? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve substantial increase in energy consumption (e.g., electricity, oil, natural gas)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Contribute to significant cumulative impacts associated with successive projects of the same type, at or near the project site, over time? |
| <input type="checkbox"/> | <input type="checkbox"/> | Include a reasonable possibility that the project will have a significant impact on the environment due to unusual circumstances? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve growth inducing activities? |
| <input type="checkbox"/> | <input type="checkbox"/> | Involve damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway? |
| <input type="checkbox"/> | <input type="checkbox"/> | Be located on a hazardous waste site that is included on any lists compiled pursuant to Section 65962.5 of the Government Code? |
| <input type="checkbox"/> | <input type="checkbox"/> | Increase health risks associated with hazardous chemicals? |

- ☐ ☐ Be located on a site or area that has the potential to be contaminated by hazardous materials?
- ☐ ☐ Impact additional utilities services areas (e.g., gas lines, sewers, landfills, etc.)?
- ☐ ☐ Involve a substantial adverse change in the significance of a historical resource?

If answers to any of the above questions are "Yes", explain:

III. CEQA EXEMPTION INFORMATION

Categorical Exemptions (CE): California Code of Regulations (CCR), title 14, division 6, chapter 3, article 19, sections 15300 et seq. Identify the class(es) (e.g. Class 1: Existing Facilities, Class 2: Replacement of Reconstruction, etc.) that apply:

Statutory Exemptions (SE): CCR, title 14, division 6, chapter 3, article 18, sections 15260 et seq. Check the statute(s) that apply:

- ☐ 15262, Feasibility and Planning Studies: A project involving only feasibility or planning studies for possible future actions that the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an Environmental Impact Report or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities.
- ☐ 15282, Other Statutory Exemptions: The installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.
- ☐ Other (list specific code reference):

Attach photos of the project area, as well as any documentation used to support the exemption determination. Explain how the project is consistent with the above listed SE(s) or CE(s) requirements by thoroughly describing the screening process and/or steps that were taken to determine if an exemption was appropriate for the project, including, but not limited to, the Initial Study:

IV. EVALUATION SECTION FOR FEDERAL ENVIRONMENTAL COORDINATION

Potential Co-Funding Sources

Will the project potentially be co-funded by any other federal agencies?

- ☐ No – No other federal agencies will provide funding for the project.
- ☐ Yes – The project will potentially receive funding from other federal agency(s). Please list the agency(ies) and explain the funding status:

United States Forest Service, Bureau of Land Management, and Other Federal Land
(<http://www.fs.usda.gov/r5>) (<https://www.blm.gov/california>)

Is any portion of the proposed project site located on the United States Forest Service (USFS), the Bureau of Land Management (BLM), or any other federally managed land? [For an interactive map outlining federally managed land, please visit:
<https://www.blm.gov/maps/frequently-requested/california>.]

- ☐ No – The proposed project will not be located on the USFS, the BLM, or any other federally managed land.
- ☐ Yes – The proposed project will be located on the USFS, the BLM, or other federally managed land. Please explain or indicate where more information can be found (e.g., biological report/assessment, CEQA document, etc.), and attach a colored map identifying the project location with respect to the USFS, the BLM, or other federal land. Attach a copy of the appropriate authorization/permit for the use of federal land (e.g., USFS Special-Use Authorization, BLM Land Use Permit) or indicate the status of the authorization/permit below.

Please indicate the USFS Office, the BLM District, or other federal regional unit in which the project is located and the contact information of the associated federal representative with whom the water system has been in contact:

USFS Office/BLM District/Federal Regional Unit:

(<https://www.fs.usda.gov/main/r5/about-region/offices>) (<https://www.blm.gov/office/california-state-office>)

Contact Person:

Contact E-Mail/Phone Number:

Environmental Alternative Analysis

The SRF Programs require an environmental alternative analysis for projects that have a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report pursuant to the CEQA.

Please attach a copy of the environmental alternative analysis or indicate where it can be found (e.g., Project Technical Report/Engineering Report):

Please briefly summarize the direct and indirect environmental impacts associated with each project alternative considered, including a “no project/no action” alternative, and the environmental considerations behind the selected project alternative:

Archaeological and Historic Preservation Act (AHPA)

<https://www.nps.gov/archeology/tools/laws/AHPA.htm>

Will the project cause the irreparable loss or damage to a significant archaeological or historic resource or data through alteration of the terrain resulting from dam or reservoir construction (i.e., flooding, building of access roads, or construction of a reservoir) and require compliance under the AHPA?

☐ No – The project construction will not cause an irreparable loss or damage of significant archaeological or historic resources or data through alteration of the terrain resulting from dam or reservoir construction. The project does not require compliance with the AHPA.

☐ No – The project construction will not cause an irreparable loss or damage of significant archaeological or historic resources or data through alteration of the terrain resulting from dam or reservoir construction. The project does not require compliance with the AHPA. Please explain, or indicate where this information can be found [e.g., Historic Properties Identification Report (HPIR; see the National Historic Preservation Act below), CEQA document, etc.]:

Bald and Golden Eagle Protection Act (<https://www.fws.gov/birds/policies-and-regulations/laws-legislations/bald-and-golden-eagle-protection-act.php>)

The purpose of the Bald and Golden Eagle Protection Act is to not agitate the bald and golden eagle to the extent of not 1) Abusing an eagle, 2) Interfering with its substantial lifestyle, including shelter, breeding, feeding, or 3) Nest abandonment.

Will the project conflict with the intent of the Bald and Golden Eagle Protection Act?

☐ No – The project does not conflict with the intent of the Bald and Golden Eagle Protection Act.

☐ Yes – The project may conflict with the intent of the Bald and Golden Eagle Protection Act.
Explain:

Clean Air Act (<https://www.epa.gov/laws-regulations/summary-clean-air-act>)

Identify Project Air Basin: (<http://www.arb.ca.gov/ei/maps/statemap/abmap.htm>)

Identify Local Air District: (<https://ww3.arb.ca.gov/capcoa/dismap.htm>)

Complete the following table: The project construction and operational air emissions can be estimated by using the California Emissions Estimator Model (CalEEMod)
(<http://caleemod.com/>)

Pollutant	Federal Status (Attainment, Nonattainment, Maintenance, or Unclassified)	Nonattainment Rates (i.e., marginal, moderate, serious, severe, or extreme)	Threshold of Significance for Project Air Basin (if applicable – contact Local Air District)	Estimated Construction Emissions (Tons/Year)	Estimated Operation Emissions (Tons/Year)
Ozone (O ₃)					
Carbon Monoxide (CO)					
Oxides of Nitrogen (NO _x)					

Reactive Organic Gases (ROG) or Volatile Organic Compounds (VOC)					
Lead (Pb)					
Particulate Matter less than 2.5 microns in diameter (PM_{2.5})					
Particulate Matter less than 10 microns in diameter (PM₁₀)					
Sulfur Dioxide (SO₂)					

Is the project subject to a General Conformity Determination?

☐ Yes – The project is in a nonattainment area or maintenance area subject to maintenance plans for a federal criteria pollutant and project emissions are above the federal de minimis levels. The project is subject to General Conformity Determination. Please include supporting documents utilized to compile the data, and any air quality studies/models (e.g., CalEEMod report) that have been completed for the project. Indicate where more information can be found (e.g., CEQA document, etc.):

☐ No – The project is located in an attainment or unclassified area for all federal criteria pollutants, and/or the project emissions are below the federal de minimis levels. The project is not subject to General Conformity Determination. Please include supporting documents utilized to compile the data, and any air quality studies/models (e.g., CalEEMod report) that have been completed for the project. Indicate where more information can be found (e.g., CEQA document, etc.):

Coastal Barriers Resources Act

(<https://www.fws.gov/ecological-services/habitat-conservation/coastal.html>)

Will the project impact or be located within or near the Coastal Barrier Resources System or its adjacent wetlands, marshes, estuaries, inlets, and near-shore waters? (Note: Since there

are currently no coastal barrier units in California, projects located in California are not expected to impact the Coastal Barrier Resources System. If there is a special circumstance in which the project may impact the Coastal Barrier Resource System, indicate your reasoning below.)

- ☐ No - The project will not impact or be located within or near the Coastal Barrier Resources System or its adjacent wetlands, marshes, estuaries, inlets, and near-shore waters.
- ☐ Yes –The project will impact or be located within or near the Coastal Barrier Resources System or its adjacent wetlands, marshes, estuaries, inlets and near-shore waters. Describe the project location with respect to the Coastal Barrier Resources System, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.). Please provide the status of any consultation with the appropriate Coastal Zone management agency and the United States Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS):

Coastal Zone Management Act

(<http://coastal.ca.gov/cdp/cdp-forms.html> and/or <http://www.bcdc.ca.gov/>)

Is any portion of the project site located within the coastal zone? [NOTE: California's coastal zone generally extends 1,000 yards inland from the mean high tide line, but may extend further if the area is located in significant coastal estuarine, habitat, and/or recreational areas, or to a lesser extent if the area is located in a developed urban area or within a coastal zone of the San Francisco Bay Conservation and Development Commission.] (To help determine if the project is located within a coastal zone, please visit <https://coastal.ca.gov/maps/>, or contact your local California Coastal Commission office or the city or county in which the project is located.)

- ☐ No – The project is not within the coastal zone.
- ☐ Yes – The project is located within the coastal zone. Attach a copy of the coastal zone permit or coastal exemption, or indicate the status of the coastal zone permit below (http://www.coastal.ca.gov/enforcement/cdp_pamphlet.pdf). Describe the project location with respect to coastal areas, or indicate where this information can be found (e.g., CEQA document, biological report/assessment, etc.)

Endangered Species Act (ESA)

(<https://www.epa.gov/laws-regulations/summary-endangered-species-act>)

- **Required documents:** Attach a project-level biological report/assessment prepared by a qualified professional biologist that includes an up-to-date field survey and species list information (from the USFWS, the NMFS, the California Natural Diversity Database, and the California Native Plant Society) analyzing the project's direct and indirect impacts on special status species in the project area. An official species list is required from the USFWS and the NMFS. Refer to the USFWS Midwest Region website for guidance on preparing a biological report/assessment that meets ESA, Section 7 requirements:

<https://www.fws.gov/Midwest/endangered/section7/index.html>.

Refer to the following resources for information regarding possible biological impacts and to obtain official and unofficial species lists for analysis: <https://ecos.fws.gov/ipac/>,

<http://www.rareplants.cnps.org/>,

<https://www.fisheries.noaa.gov/topic/consultations#endangered-species-act-consultations>,

and/or <https://www.wildlife.ca.gov/Data/CNDDB>.

Biological Field Survey Date(s):

Does the project involve any direct or indirect impacts from construction or operation activities that may affect federally listed threatened or endangered species, or their critical habitat, that are known or have a potential to occur on the project site, in the surrounding area, or in the service area?

☐ No – The project will not have an impact on any federally listed species or their critical habitat. Please explain, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):

☐ Yes – The project will have an impact on one or more federally listed species or their critical habitat. Please provide information on the federally listed species that could potentially be affected by the project and any proposed avoidance and conservation measures. Please indicate below where more information can be found (e.g., biological report/assessment, CEQA document, etc.). If any consultations with state or federal agencies have been conducted for the project, please discuss the consultation efforts:

Environmental Justice

(<https://www.epa.gov/environmentaljustice>)

Does the project involve an activity that is likely to be of particular interest to or have particular impact upon minority, low-income, or indigenous populations?

☐ No – The project is not likely to be of any particular interest to or have an impact on certain minority, low-income, or indigenous populations. Please explain, or indicate where this information can be found:

☐ Yes – The project is likely to be of particular interest to or have an impact on certain minority, low-income, or indigenous populations.

Check the appropriate box(es):

- ☐ The project is likely to affect the health of these populations.
- ☐ The project is likely to affect the environmental conditions of these populations.
- ☐ The project is likely to present an opportunity to address an existing disproportionate impact of these populations.
- ☐ The project is likely to result in the collection of information or data that could be used to assess potential impacts on the health or environmental conditions of these populations.
- ☐ The project is likely to affect the availability of information to these populations.
- ☐ Other reasons (please describe):

Please explain the selection above, or indicate where this information can be found:

Farmland Protection Policy Act

(http://www.nrcs.usda.gov/wps/portal/nrcs/detail/?cid=nrcs143_008275)

Is any portion of the project located on prime, unique, or important farmland? (Please refer to the following resources regarding important farmland: <https://maps.conservation.ca.gov/dlrp/ciff/> and or <http://www.conservation.ca.gov/DLRP/fmmp/Pages/Index.aspx>)

- ☐ No – The project is not located on and will not impact prime, unique, or important farmland. Please explain, or indicate where this information can be found (e.g., farmland conversion assessment, CEQA document, etc.):
- ☐ Yes – The project is located on and/or will impact prime, unique, or important farmland. Attach documents/assessments evaluating the conversion of prime/unique farmland and farmland of statewide/local importance to non-agricultural uses, as well as any consultation(s) conducted with relevant agencies. Include information on the acreage that would be converted from important farmland to other uses. Indicate if any portion of the project boundaries is under a Williamson Act Contract, and specify the amount of acreage affected. Include this information here or indicate it can be found (e.g., farmland conversion assessment, CEQA document, etc.):

Fish and Wildlife Coordination Act (FWCA)

(<https://www.fws.gov/ecological-services/es-library/pdfs/fwca.pdf>)

Will the project impact any bodies of water by impounding, diverting, deepening a channel, or otherwise controlling/modifying flow (including navigation and drainage)?

☐ No – The project will not impact any bodies of water and will not require compliance with the FWCA.

☐ Yes – The project will impact a body of water and will require compliance with the FWCA. Consultation with the USFWS and the California Department of Fish and Wildlife will be required. Please discuss the potential project impacts to the water body, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):

Floodplain Management: Executive Orders 11988, 12148 and 13690

(<https://www.fema.gov/executive-order-11988-floodplain-management>, <https://www.archives.gov/federal-register/codification/executive-order/12148.html>, and <https://www.whitehouse.gov/the-press-office/2015/01/30/executive-order-establishing-federal-flood-risk-management-standard-and->)

- **Required documents:** Attach an official floodplain map that includes the project area. Please refer to the Federal Emergency Management Agency (FEMA) Flood Map Service Center for official floodplain maps: <https://msc.fema.gov/portal>. If the project area is unmapped by the FEMA, please explain below.

Is any portion of the project located within a 100-year floodplain as depicted on a floodplain map or otherwise designated by the FEMA?

☐ No – The project is not located within a 100-year floodplain.

☐ Yes – The project or a portion of the project is located within a 100-year floodplain. Attach any reports (floodplains/hydrological assessment) completed for the project, and provide information of any consultations completed with relevant agencies. Describe the floodplain and any proposed measures that will be implemented to minimize or avoid redirection of the flood flow by the project, or indicate where this information can be found (e.g., floodplains/hydrological assessment, CEQA document, etc.):

Magnuson-Stevens Fishery Conservation and Management Act

(<https://www.fisheries.noaa.gov/resource/document/magnuson-stevens-fishery-conservation-and-management-act>)

Does the project involve any direct or indirect impacts from construction or operational activities or changes in water quality/quantity that may impact Essential Fish Habitat (EFH)? (Please refer to the NMFS Mapper to help determine the project's proximity and potential direct/indirect impacts to EFH, and to obtain a NMFS species list for the project location: <https://www.fisheries.noaa.gov/region/west-coast>.)

☐ No – The project will not impact EFH. Please explain, or indicate where this information can be found (e.g., biological report/assessment, EFH impact assessment/evaluation, CEQA document, etc.):

☐ Yes – The project may adversely impact EFH and consultation with the NMFS will be required. Describe how EFH could potentially be impacted by this project and any proposed avoidance and conservation measures, or indicate where this information can be found (e.g., biological report/assessment, EFH impact assessment/evaluation, CEQA document, etc.). Please attach an official NMFS species list, obtained through the NMFS Mapper link above, and explain any previous consultations/coordination conducted with the NMFS for the project:

Marine Mammal Protection Act

(<https://www.fws.gov/international/laws-treaties-agreements/us-conservation-laws/marine-mammal-protection-act.html>)

Does the project involve any direct or indirect impacts from construction or operational activities or changes in water quality/quantity that may impact marine mammals?

☐ No – The project will not impact Marine Mammals.

☐ Yes – The project may adversely impact marine mammals and consultation with the NMFS and/or the USFWS will be required. Describe how marine mammals could potentially be impacted by this project and any proposed avoidance and conservation measures, or indicate where this information can be found (e.g., biological report/assessment, marine mammals impact assessment/evaluation, CEQA document, etc.). Please attach an official copy of the USFWS/NMFS species list(s), and explain any previous consultations/coordination conducted with the USFWS/NMFS for the project:

Migratory Bird Treaty Act

(<http://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php>, and/or <https://www.fws.gov/birds/policies-and-regulations.php>)

Will the project impact protected migratory birds that are known or have a potential to occur on the project site, or the surrounding area? (Please refer to the USFWS's IPaC tool to request an official list of "birds of conservation concern" with the potential to occur in the project area: <https://ecos.fws.gov/ipac/>)

- ☐ No – The project will not impact protected migratory birds. Please explain, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):
- ☐ Yes – The project may impact protected migratory birds. Attach documentation (e.g., biological report/assessment) that includes an official copy of the USFWS IPaC list of all the "birds of conservation concern" that could occur where the project is located. Discuss the project's direct and indirect impacts (such as noise, vibration impacts, or modification of habitat) to migratory birds, and the mitigation measures that will be implemented to reduce or eliminate these impacts. Please indicate where more information can be found [e.g., page number(s) of the biological report/assessment, CEQA document, etc.]:

National Historic Preservation Act (NHPA)/Historic Sites Act (HSA)

(<http://www.achp.gov/>)

<https://www.nps.gov/history/local-law/hsact35.htm>)

- **Required documents:** A Historic Properties Identification Report (HPIR) written by a cultural resources professional who meets the Secretary of the Interior's Professional Qualification Standards in Archaeology or Architectural History (www.nps.gov/history/local-law/arch_stnds_9.htm), as appropriate. The report must include a current records search (not older than five years) from the California Historical Resources Information System (CHRIS) (http://ohp.parks.ca.gov/?page_id=1068) extending to a half-mile beyond the project's area of potential effects (APE), maps showing all recorded resources and surveys in relation to the APE, records of Native American outreach (<http://nahc.ca.gov>), and resource records from the CHRIS search and newly identified resources. Please contact Division of Financial Assistance Environmental Review Staff to receive additional details. Refer to the California Office of Historic Preservation website (under Section 106 Submission Checklists header) for guidance regarding the information required to consult under Section 106 of the NHPA:
http://ohp.parks.ca.gov/pages/1071/files/106Checklist_Details.pdf.

If the project is a type of activity that does not have the potential to cause effects to historic properties, a HPIR is not necessary. Contact the Division of Financial Assistance Environmental Review Staff to discuss this. This decision is based on the type of activities, not on the presence or absence of historic properties.

Note: Please do not upload confidential documents to the FAAST system. Contact the Project Manager or Division of Financial Assistance Environmental Review Staff for guidance regarding submission of confidential documents.

Identify Section 106 of the NHPA finding of effect contained in the cultural resources report:

- ☐ No Historic Properties Affected
- ☐ No Adverse Effect to Historic Properties
- ☐ Adverse Effect to Historic Properties

If relevant, please justify compliance with both the HSA and the NHPA. Provide a brief explanation for the above identified determination, or indicate where this information can be found (e.g., HPIR or Cultural Report):

Protection of Wetlands

(<https://www.epa.gov/cwa-404/protection-wetlands>)

Will any portion of the project be located in or potentially affect a wetland?

(The USFWS National Wetlands Inventory contains a Wetlands Mapper that may help identify wetland locations: <http://www.fws.gov/wetlands/Data/Mapper.html>)

- ☐ No – The project will not be located in and/or will not potentially affect a wetland. Please explain, or indicate this information can be found (e.g., wetland assessment/delineation report, biological report/assessment, CEQA document, etc.):
- ☐ Yes – The project will be located in and/or will potentially affect a wetland. Attach a wetland assessment/delineation report consistent with the United States Army Corps of Engineer (USACE) guidance (<https://www.codot.gov/programs/environmental/wetlands/documents/sacramento-district-minimum-standards-for-delineations-reports>) describing the project's potential impacts to wetlands and/or potential wetland areas; and the avoidance, minimization, and conservation measures that will be implemented to reduce such impacts. Please indicate where more information can be found (e.g., wetland assessment/delineation report, biological report/assessment, CEQA document, etc.):

Rivers and Harbors Act, Section 10

(<https://www.epa.gov/cwa-404/section-10-rivers-and-harbors-appropriation-act-1899>)

Will the project involve the construction of structures or any other regulated activities in, under, or over navigable waters of the United States? (NOTE: Regulated activities include the placement/removal of structures, work involving dredging, disposal of dredged material, filling, excavation, or any other disturbance of soils/sediments or modification of a navigable waterway.)

- ☐ No – The project is not located in or near navigable waters of the United States. There will be no construction of structures, modification of existing structures, or any other regulated activity work in, under, or over navigable waters of the United States.
- ☐ Yes – The project will involve the construction of structures and/or one or more of the listed regulated activities in, under, or over navigable waters of the United States, and will require a Section 10 Permit. Please provide a copy of the permit obtained from the USACE, or the current status of the permit. Indicate below where more information on the project's construction and regulated activities can be found (e.g., Project Technical Report/Engineering Report, CEQA document, etc.):

Safe Drinking Water Act/Sole Source Aquifer Protection

(<http://water.epa.gov/infrastructure/drinkingwater/sourcewater/protection/index.cfm>)

Is the project located in an area designated by the USEPA, Region 9, as a Sole Source Aquifer? (Please refer to the USEPA's website for an interactive map of the Sole Source Aquifer locations: <https://www.epa.gov/dwssa>). Sole Source Aquifers in California include the Fresno County Aquifer, Santa Margarita Aquifer, Campo/Cottonwood Creek Aquifer or the Ocotillo-Coyote Wells Aquifer.

☐ No - The project is not within the boundaries of a Sole Source Aquifer.

☐ Yes – The project is located in and/or will impact a Sole Source Aquifer:

Provide the necessary information, including an alternative project location and/or adequate mitigation measures, for the State Water Board to initiate consultation with the USEPA, Region 9, Ground Water Office, or indicate where this information may be found (e.g., biological report/assessment, CEQA document, etc.):

Wild and Scenic Rivers Act

(<http://www.rivers.gov/california.php>)

Identify the watershed within the project location:

(<https://cfpub.epa.gov/surf/locate/index.cfm>)

Will the project affect a wild and scenic river?

Wild and Scenic Rivers in California include: Amargosa River, Lower American River, North Fork American River, Bautista Creek, Big Sur River, Black Butter River, Cottonwood Creek, Eel River, Feather River, Fuller Mill River, Kern River, Kings River, Klamath River Merced River, Owens River Headwaters, Palm Canyon Creek, Piru Creek, San Jacinto River (North Fork), Sespe Creek, Sisquoc River, Smith River, Trinity River, and Tuolumne River.

☐ No – The project will not impact any of the wild and scenic rivers listed above. Please explain, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):

☐ Yes – The project will impact a wild and scenic river. Attach a map of the impacted wild and scenic river and identify the wild and scenic river as well as the relative project location.

Explain how the project will impact the wild and scenic river, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):

Wilderness Act

(www.justice.gov/enrd/wilderness-act-1964)

Except as specifically provided for in this Wilderness Act (Act), and subject to existing private rights, there shall be no commercial enterprise and no permanent road within any wilderness area designated by this Act and, except as necessary to meet minimum requirements for the administration of the area for the purpose of this Act (including measures required in emergencies involving health and safety of persons within the area), there shall be no temporary road, no use of motor vehicles, motorized equipment, or motorboats, no landing of aircraft, no other form of mechanical transport, and no structure or installation within any such areas.

Is the project located in an area designated as wilderness?

☐ No - The project is not within the boundaries of a Wilderness Area.

☐ Yes – The project is located in and/or will impact a Wilderness Area:

Provide the necessary information, including an alternative project location and/or adequate mitigation measures, for the Division of Financial Assistance Environmental Review Staff to coordinate with the USEPA to complete the consultation with the National Park Service and indicate where this information may be found (e.g., biological report/assessment, CEQA document, etc.):

V. ENVIRONMENTAL PACKAGE ATTACHMENTS

E1 - CEQA DOCUMENTS⁵

Notice of Exemption (NOE)

Required Attachments:

- Notice of Exemption filed with the State Clearinghouse and the County Clerk

Negative Declaration (ND)

Required Attachments:

- draft and final Initial Study/Negative Declaration
- comments and responses
- resolution/minutes adopting the ND and approving the project
- Notice of Determination (NOD) filed with the State Clearinghouse and the County Clerk

Mitigated Negative Declaration (MND)

Required Attachments:

- draft and final Initial Study/Mitigated Negative Declaration
- comments and responses
- Mitigation Monitoring and Reporting Plan/Program (MMRP) resolution/minutes adopting the MND and approving the project
- NOD filed with the State Clearinghouse and the County Clerk

Environmental Impact Report (EIR)

Required Attachments:

- draft and final Environmental Impact Report
- comments and responses
- statement of overriding considerations, if applicable
- Mitigation Monitoring and Reporting Plan/Program (MMRP) resolution/minutes certifying the EIR and approving the project
- NOD filed with the State Clearinghouse and the County Clerk

⁵If a Joint CEQA/NEPA document is prepared for the project, please submit all relevant documents.

E2 - FEDERAL CROSS-CUTTING DOCUMENTS

- United States Forest Service, Bureau of Land Management, and Other Federal Land – Map of Federal Lands and the Federal Land Use Authorization/Permit, if applicable
- Environmental Alternative Analysis, if applicable
- Clean Air Act – CalEEMod Report or Other Air Quality Models/Studies Used, Required**
- Coastal Zone Management Act – Coastal Permit or Coastal Exemption, if applicable
- Endangered Species Act, Section 7 – Biological Report/Assessment, Required**
- Farmland Protection Policy Act – Farmland Conversion Assessment, if applicable
- Fish and Wildlife Coordination Act – Assessment of Impacts to Water Body, if applicable
- Floodplain Management –
 - Official Floodplain Map (required) and
 - Floodplains/Hydrological Assessment, if applicable
- Magnuson-Stevens Fishery Conservation and Management Act – EFH Impact Assessment, Official NMFS Species List, if applicable
- Migratory Bird Treaty Act – List of Migratory Birds (May be Included in the Biological Report/Assessment), if applicable
- National Historical Preservation Act, Section 106 – Historic Properties Identification Report, Required**
- Protection of Wetlands – Wetland Assessment/Delineation Report, Clean Water Act Section 401 Certification and/or Clean Water Act Section 404 Permit, if applicable
- Rivers and Harbors Act, Section 10 – Section 10 Permit, if applicable
- Wild and Scenic Rivers Act – Map of Wild and Scenic Rivers Watershed, if applicable
- Other Federal Cross-Cutting Documentation (i.e., Coastal Barrier Resources Act, Environmental Justice, etc.), if applicable -
- Other Documentation –
- Other Documentation –

** If your project is exempt, these documents may not be required. Please contact Division of Financial Assistance Environmental Review Staff for clarification.

DWSRF Environmental Package Attachment

Clean Air Act

The Ventura County portion of the South Central Coast Air Basin is designated nonattainment (serious) for the National Ambient Air Quality Standard for ozone. Ventura County is designated attainment for all other National Ambient Air Quality Standards.¹ However, ozone precursor emissions of volatile organic compounds and nitrogen oxides from construction of the project would be short-term and temporary. The project also would not result in additional long-term emissions of ozone precursors because there would be no change in operation and maintenance activities as compared to existing conditions. Therefore, there is no potential for project construction and operation to exceed the *de minimis* rates established by the United States Environmental Protection Agency for ozone precursor emissions in serious nonattainment areas (50 tons per year for each pollutant).² All other *de minimis* rates are not applicable because Ventura County is designated attainment for all other National Ambient Air Quality Standards.

Endangered Species Act

The project site is developed and is routinely disturbed by regular operations and maintenance activities associated with existing MOWD facilities on site. The project would not involve habitat removal, and construction and operational activities would occur entirely within the previously-disturbed footprint of the project site.

Floodplain Management: Executive Orders 11988, 12148, 13690

The southern portion of the project site is within a 100-year floodplain. Only the proposed gravel access road would be constructed within the 100-year floodplain. The construction of the road would be required to comply with the County of Ventura Floodplain Management Ordinance, which sets construction standards in floodplains for development in Ventura County. Construction of the project would be required to be certified by a registered civil engineer or architect to confirm the project has been constructed in accordance with the requirements of the County of Ventura Floodplain Management Ordinance.³ Construction of the gravel access road would have no potential to re-direct flood flows because it would not introduce a new, raised feature to the floodplain.

Migratory Bird Treaty Act

The project site is developed and is routinely disturbed by regular operations and maintenance activities associated with existing MOWD facilities on site. The project site lacks suitable habitat, such as trees and vegetation, that could be used by migratory birds. Construction would occur within the existing disturbed footprint of the project site and would not require tree removal. The

¹ United States Environmental Protection Agency. 2023. "8-Hour Ozone (2015) Designated Area/State Information. Last updated: September 30, 2023. <https://www3.epa.gov/airquality/greenbook/jbtc.html> (accessed October 2023).

² United States Environmental Protection Agency. 2023. *De Minimis Tables*. Last updated: June 29, 2023. <https://www.epa.gov/general-conformity/de-minimis-tables> (accessed October 2023).

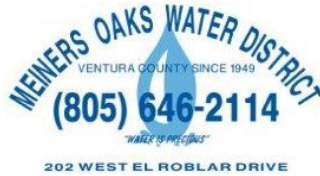
³ County of Ventura. 2018. County of Ventura Floodplain Management Ordinance. March 27, 2018. <https://s42410.pcdn.co/wp-content/uploads/2023/04/VenturaCountyFloodPlainManagementOrdinance.pdf> (accessed September 2023).

project also would not cause interference with the flight patterns of migratory birds due to building height because the proposed structure would be low-profile.

Protection of Wetlands

The project site is developed and is routinely disturbed by regular operations and maintenance activities associated with existing MOWD facilities on site. The project site does not contain wetlands, and construction activities would occur within the existing disturbed footprint.⁴ MOWD and its construction contractor(s) would be required to comply with the County of Ventura's Stormwater Quality Management Ordinance, which includes preparation of a Stormwater Pollution Control Plan and implementation of project-specific best management practices to manage polluted runoff. Adherence to these requirements would minimize the potential for the project to indirectly adversely affect wetlands due to polluted runoff.

⁴ United States Fish and Wildlife Service. 2023. National Wetlands Inventory. <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/> (accessed October 2023).



Electrical Engineering Plans for an Office Backup Generator

Summary:

Currently, Meiners Oaks Water District has no backup power for the office. The increase in rolling outages and SCE shutdowns during natural events puts the District at risk for several reasons; for example, the District's SCADA System is powered and controlled by the office, administrative processes come to a standstill during operating hours, and District personnel have limited communication during an emergency. The District's portable backup generator can take over an hour to retrieve and hook up.

Under the direction of the Safety Committee, the General Manager consulted with the District's electrical contractor, Oilfield Electric. He obtained three quotes from electrical engineering firms to design an appropriate backup generation system.

Lucci & Associates, Inc \$13,250

Ferranti Engineering \$10,500

KSG Consulting Engineers, Inc. \$8,860

It is imperative that the District move forward with this project from an emergency preparedness standpoint. Our bidding contractors have informed us that lead times on generators can take up to 1 year.

Recommended Actions:

The General Manager recommends that the Board of Directors approve Ferranti Engineering to complete the backup generation and electrical design for the District Office. The District does not have a budget for this project per the 23-24 budget. The GM recommends that the funds, not exceeding \$15,000, be redistributed from the "Valve Replacements" line item of \$90,000.

Date: August 16, 2023

To: **Justin Martinez**/General Manager
Meiners Oaks Water District
202 W. El Roblar Dr
Ojai, CA

From: Kenneth Lucci, P.E.
Lucci & Associates



Subject: Proposal for Electrical Engineering Services – New Gen-Set for backup power at Meiners Oaks Water District Main Office

We are pleased to provide the enclosed proposal for electrical engineering services. Based on our site walk and discussions, it is our understanding that your District Office requires backup power to provide required services during a utility power outage.

Our electrical engineering scope of work for the above effort is:

- Provide a site visit confirming the existing electrical conditions at the site.
- Obtain SCE billing information from the Water District to confirm power loads for this metered location for assistance in sizing of the generator set.
- Coordinate with your staff the size, location and manufacturer of the Genset. (Provide coordination with the genset manufacturer as necessary).
- Provide electrical demolition plans for electrical area and systems affected in the area rework.
- Coordinate with your staff and other design professionals.
- Provide an electrical design to integrate this genset into the site electrical system. This design shall be suitable for submission for plan check in the County of Ventura. If plan check corrections are necessary, we will provide these corrections and resubmit them to the County of Ventura for approval.
- We do not expect any need to coordinate with the Ventura County Air Quality Agency to obtain an operating permit for this genset as the Horsepower is less than 50HP and the unit will be nat gas or propane,
- **Includes structural design of concrete base of the ATS/genset (via an SE)**
- Provide site observation, submittal review, CA/CM and project electrical closeout.

Exclusions

- Value Engineering
- Plan check submittal fees
- Additional design changes to the electrical system not associated with the genset (we will include the ATS and new power panel near the existing meter location).

Change Order hourly work will be compensated based on the following rate schedule.

BASIC FEE SCHEDULE
Consulting Electrical Engineers – Services
Effective 6/30/22

<u>Classification</u>	<u>Hourly Rate</u>
Principal.....	\$225.00
Project Manager.....	\$210.00
Project Engineer.....	\$195.00
Design Engineer.....	\$165.00
Drafter	\$135.00
Word/Data Processing.....	\$105.00

Our fee for the above scope of work is as follows:

- Site investigation and load study ----- \$1,200
 - Plan check submittal Electrical Plans for the Genset/Electrical Design - \$7,850
 - Site observation, submittal review, CA/CM and project closeout ----- \$1,900
 - Structural Engineer – design of concrete base for Genset----- \$2,300
- Total ----\$13,250

All invoices are net 30 days from receipt of invoice.

Thank you for this opportunity.

Ferranti Engineering
Consulting Electrical Engineers

October 12, 2023

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

Project: New Generator at Meiners Oaks Water District
Address: 202 W. El Roblar Drive, Ojai, CA
Subject: Fee Proposal for Electrical Engineering Consulting Services
Proposal: 23-36

Dear Mr. Martinez,

Thank you for the opportunity to provide a proposal for electrical engineering services for your project. The scope of work outlined below is based on our phone conversation and subsequent meeting at the site.

Our Scope of Design Work for Permit Submittal Shall Include:

- Coordination with Meiners Oaks Water District for location, fuel source and manufacturer of generator.
- (1) site visit.
- Electrical demolition plan to show removal of existing equipment in project area.
- New 200A electrical service meter/main.
- Coordinate with SCE on new electrical service.
- Review one year's worth of SCE bills.
- Plans to intercept existing circuits and route to new 200A main service panel.
- Specify and design feeders, etc. for new automatic transfer switch and new generator to feed back-up power to entire electrical service.
- Specify automatic transfer switch.
- Specify new generator and provide coordination with generator manufacturer.
- Site Electrical Plan for project area.
- Electrical load calculations. (Project area only)
- Panel Schedule(s). (Project area only)
- Single line diagram showing all feeders, circuit breakers, generator, ATS, etc for a complete back-up power system.
- Sheet electrical specifications.
- Structural design of generator concrete pad and anchoring detail of generator (with assistance of a structural engineer)
- Review and address electrical plan check comments, as necessary.

Construction Administration included in scope of work:

- Answer contractor bidding questions.
- (1) site visit during or after construction.
- Review electrical submittals, i.e. generator, ATS, meter/main electrical panel.
- Answer contractor RFI's.

P.O. Box 1374, Ojai, CA 93024 Phone 805.705.4772

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The following Construction Administration items can be provided on a time and materials basis at the hourly rates listed under the Hourly Rate Schedule:

These Construction Administration services shall be provided on an as needed basis.

- (1) site visit and punch list post construction, if requested.
- construction observation site visit(s).
- Meetings at construction site, if requested.

The following design work is excluded from our base scope:

- Fire protection system, fire suppression system, fire alarm system, and fire pump plans.
- Plan check fees, permitting agency fees, etc.
- Physical submittal to Building and Safety, County, or any other agency. This can be added to our scope if needed.
- Value engineering and cost estimates.
- Provide base site plan in CAD. This can be added to our scope if needed.
- Third party engineering services.
- Additional design changes to the electrical system not associated with the generator (we will include the ATS and new power panel near the existing meter location).
- Architectural, Structural engineering, Civil Engineering, and Mechanical Engineering.
- Book Specifications.
- Lighting plans and Title 24 documentation.
- Telephone, and Cable TV utility company coordination.
- U.P.S. system, photovoltaic system.
- LEED submittal documentation, as-built drawings.
- As-built plans and construction observation. This can be added on a time and materials basis at the Hourly Rates listed below.
- Any work/design work not specifically outlined in the scope of work section.

Compensation for Permit Submittal:

Services on this phase shall be provided on a lump sum basis. We propose to provide the above electrical engineering services for a fee of \$10,500.00 plus reimbursable expenses.

Reimbursable Expenses:

Plotting 24"x36" sheets	\$2.00/sheet
Plotting 30"x42" sheets	\$2.50/sheet
Mileage	\$0.56/mile
Shipping	Cost + 15%
Printing Service	Cost + 15%

The fees listed in this proposal are based on all design work being complete by 4/12/2024. Additional fees may be required if the design schedule extends beyond 4/12/2024, or if the design process is stopped for a period of longer than three months. Work requested after two years from the signing of this agreement will be billed hourly.

Hourly Rate Schedule:

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Electrical Engineer
CAD Draftsman

\$187.00/Hour
\$100.00/Hour

The above fee and scope of work is based on the following conditions:

Owner or Architect shall provide the following:

- Existing site plan, in Autocad format.
- One year's worth of SCE bills.

The fee proposal will be honored for a period of thirty days, after which it may be renegotiated at the consultant's option.

It is agreed that the professional services of the Consultant (a.k.a. Design Professional) do not extend to nor include site observation of the Contractor's work or performance.

It is assumed that the existing electrical service and distribution systems have adequate spare capacity to supply the new areas of work. In the event that the electrical service equipment or distribution systems are found to be inadequate for the new work, additional electrical engineering fees may be necessary to upgrade the existing power systems.

Scope of Services

The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client as specifically set forth herein.

Additional Services/Change in Services

If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, Consultant shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

Standard of Care

Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstance.

Codes and Standards

The Consultant shall exercise usual and customary professional care in an effort to comply codes, regulations, and laws in effect at the time services under this agreement are rendered.

Billings/Payments

Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days,

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the Consultant may terminate the performance of the service and the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Retainers shall be credited on the final invoice. In the event that any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Ownership of Documents

The Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the Consultant are instruments of professional service. Nevertheless, the final construction documents prepared under this agreement shall become the property of the Client upon completion of the services and payment and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant (which shall not be unreasonably withheld).

Unauthorized Changes to Plans

The Client acknowledges the plans, drawings, specifications, reports, data including electronic files (hereinafter defined as "documents") prepared by the Consultant as instruments of service and, as such, shall remain the property of the Consultant. In the event the Client consents to, allows, authorizes or approves of changes to such documents and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client agrees to release the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Consultant.

Timeliness of Performance

The Consultant will perform his or her services with due and reasonable diligence consistent with sound professional practices. The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Delays

The Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product

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promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of this Agreement.

Suspension

If the project is suspended for more than thirty (30) calendar days in the aggregate, the Consultant shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Consultant may, at his or her option, terminate this Agreement upon giving notice in writing to the Client.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Termination

Either the Client or the Consultant may terminate this Agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Consultant or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist Consultants or contractors to identify, abate and/or remove

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the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Certifications

The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the firm cannot ascertain.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or his or her employees and Subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his or her Subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and his or her Subconsultants to all those named shall not exceed **\$50,000**, Consultant's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights or duties 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 Subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Statutes of Repose or Limitation

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after ten (10) years have passed from the date of issuance of the Certificate of Completion, unless the Consultant's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

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Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's work or services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all sub-contracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Consultant, shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Governing Law

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Certificate of Merit

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of California. This Certification shall:

- (a) Contain the name and license number of the certifier;
- (b) Specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Consultant performing professional services under similar circumstances, and
- (c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

This Certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing State law in force at the time of the claim or demand for arbitration.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or Subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files

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are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and Subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Titles

The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Interpretation

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct.

"Parties" means the Client and the Consultant, and their officers, partners, employees, agents and Subconsultants. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join the Consultant as a third-party defendant.

Notices

All notices required to be provided by either party as a part of the terms and conditions of this Agreement shall be in writing and delivered either personally, by certified mail with return receipt requested, express mail or facsimile, in each case during regular business hours. Any such notice shall be deemed to have been given on the date of personal

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Consulting Electrical Engineers

delivery or, if by certified mail, express mail or facsimile, on the date delivered in fact. All communications shall be addressed as follows:

If to Client, to:

Meiners Oaks Water District
202 W. El Roblar Drive
Ojai, CA 93023

Attention: Mr. Justin Martinez

If to Consultant, to:

P.O. Box 1374
Ojai, CA 93024

Attention: Dale Ferranti

Entire Agreement

This Agreement, comprising pages one through ten, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Authorization to Proceed

Written authorization to proceed given by the Client shall be acceptance of all of the terms and conditions contained herein.

Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

If this proposal is in accordance with your requirements, please sign and return the enclosed copy of this proposal and provide us with instructions as to target dates for completion of design and construction drawings.

We look forward to the opportunity of serving you in your Electrical Engineering needs. If you have any questions regarding this proposal, please contact us.

Sincerely,

P.O. Box 1374, Ojai, CA 93024 Phone 805.705.4772

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Dale Ferranti, PE, LEED AP ID+C
E17524

I acknowledge having read this letter and the proposal contained therein, and agree to its terms and conditions. If this is a contract with a corporation, estate or any other type of legal entity, I attest that I am authorized to act on the behalf of the said organization. I hereby authorize you to commence work on this project.

Signed _____ Date _____



November 2, 2023

Meiners Oaks Water District (MOWD)
202 W. El Roblar Drive
Ojai, CA 93023

Attn: Mr. Justin Martinez
Subject: **MOWD New Generator**
KSG Negotiation No. 23364

Dear Mr. Martinez:

Thank you for your request to provide electrical engineering design proposal for the subject project. This proposal is to prepare electrical design documents for MOWD in Ojai, CA. to install a Standby Generator to support essential business loads based on project scope provided on 11/1/2023 and historical utility bill identifying maximum service demand. The following is our scope and fee:

I. Project Scope

A. Construction Documents

1. KSG will perform site investigations to document existing electrical capacity and distribution within the project scope and verify against record documents.
2. Coordinate generator engine set selection for gas or diesel, proposed size and location with MOWD representative.
3. Provide layout drawing for the selected generator and identify structural requirements for coordination with the structural engineer as required.
4. Prepare demolition drawings for impacted equipment within the scope of the project.
5. Prepare new construction drawings for connection of a generator and Automatic Transfer switch to support the entire facility.
6. Coordinate with other trades and provide electrical connectivity provision.
7. Provide conduit for low voltage equipment.
8. Update single line and provide load schedule and panel schedule.
9. Assist to obtain required documents for Ventura County Air Quality District review for Permit to Construct permit as needed.
10. Submit 90% Issue for Permit set of construction documents to plan check and MOWD team for review.

11. Incorporate comments into Issue for construction set and obtain electrical permit.
12. Participate in project conference calls.

B. Construction Administration

1. Review and comment on the contractor submittal for compliance with the design concept.
2. Respond to field questions.
3. Update drawings based on contractor's final field red-mark drawings.

II. Fixed Fee Proposal

The fixed fee to perform scope above is **\$8,860.00** including reimbursable expenses.

This proposal is valid for acceptance within 30 days. Invoices will be issued monthly for work completed to date.

III. Clarifications

- A. KSG will use backgrounds in AutoCAD format from the Client in preparation of documents. Drawings will be prepared utilizing AutoCAD.
- B. In preparation of the proposal, it is assumed that the existing electrical utility service in the building is adequate and does not require upgrades.
- C. As-built electrical drawings are available.
- D. It is also assumed that the existing electrical system is code compliant and modifications to the main electrical room is not required.
- E. Services to provide structural or plumbing engineering scope are not in the scope and can be provided as an additional fee.
- F. In preparation of our proposal, it is assumed that the existing Fire Life Safety are backed up by an approved system and installation of the new generator will not trigger the need for selective coordination.
- G. We have included (2) site visits and (4) conference call meetings. Additional meetings or observations shall be considered additional services per attached billing rate.

IV. Terms and Conditions

Terms and conditions of this Agreement shall be subject to the terms and conditions per attached. Notice of objection to other terms and conditions is hereby given.

KSG's insurance coverages are as follows:

General liability insurance policy of \$5,000,000 aggregate, 2,000,000 per occurrence
Worker's comprehension insurance of \$1,000,000.

Professional liability insurance of \$2,000,000 aggregate, \$1,000,000 per occurrence

We thank you for this opportunity to be of service to you and look forward to working with you on this project. Please call me at (805) 329-5253 if you have any questions or if I may be of other service.

Best Regards,
KOCHER SCHIRRA GOHARIZI CONSULTING ENGINEERS



Farshad Memarzia
Electrical Engineer

Attachment: - Billing Rate
- Terms and Conditions

Q:\QUOTES\Proposals\2023 Proposals\23364 MOWD Generator Install\23364 MOWD Generator Install.Docx



SUMMARY OF RATES AND FEES

Electrical Engineering Services

August 1, 2023 to July 31, 2024 our fees are based upon the following rates:

Principal	\$ 212.00 per hour
Project Manager/Senior Engineer	\$ 188.00 per hour
Staff Engineer/Project Lead	\$ 162.00 per hour
Designer.....	\$ 148.00 per hour
CAD Operator/Draftsperson.....	\$ 105.00 per hour
Typist/Clerical	\$ 71.00 per hour

Approved reimbursable items such as special equipment rental, travel expenses, shipping and courier services, reproduction, etc will be billed at cost. Other reimbursable are as follows:

Formal issues of CAD Plots	\$ 10.00 per sheet
Mileage.....	\$ Published IRS Rate

FEES ARE VALID FOR 30 DAYS FROM DATE OF PROPOSAL. OTHERWISE, FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

01) 2023-2024 Rates (NO markup).docx

TERMS AND CONDITIONS

Kocher Schirra Goharizi Consulting Engineers, Inc., a California corporation, hereinafter referred to as KSG, hereby gives notice to any different or additional terms and conditions except for any such terms and conditions as may be expressly accepted by KSG in writing. Unless different or additional terms and conditions are stated or referenced in the proposal, the terms and conditions stated herein shall apply, and such terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties.

QUOTATIONS AND PRICING POLICY

All proposals will expire 30 days from the date of the proposal unless otherwise stated in the proposal or unless extended in writing by KSG. Prices quoted for hourly rates or for reimbursable items are firm for 90 days after receipt of an order unless stated otherwise. After 90 days, prices may be adjusted to those in effect providing 30 days advanced notification is given to Client.

TAXES, PERMITS AND OTHER FEES

The prices quoted do not include any taxes, permits or other fees which may be imposed by any federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added, or other like taxes, nor does it include plan check or permit fees which may be required prior to or during construction. Such taxes or fees are for the Client and Client agrees to reimburse any such taxes or fees incurred by KSG on the Client's behalf.

STANDARD OF CARE

In providing services under this Agreement, KSG will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

COMPLIANCE WITH CODES AND STANDARDS

KSG shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of (the execution of this Agreement, submission to building authorities, or other appropriate date). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle KSG to a reasonable adjustment in the schedule and additional compensation. Both the Client and KSG agree to bargain promptly and in good faith, to permit KSG to continue to meet the Client's needs. If a renegotiated contract cannot be agreed to, the Client agrees that KSG has an absolute right to terminate this agreement.

In any event, the Client waives any claim against KSG and agrees to defend, indemnify and hold KSG harmless from any claim or liability for injury or loss allegedly arising from KSG's failure to abide by federal, state and local laws, regulations, codes and standards that were not in effect or publicly announced at the time when KSG otherwise would have incorporated their intent into the work. The Client further agrees to compensate KSG for any time spent or expenses incurred by KSG in defense of any such claim, in accordance with KSG's prevailing fee schedule and expense reimbursement policy.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to KSG are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, KSG may call for renegotiation of appropriate portions of this

Agreement. KSG shall notify the Client of the changed conditions necessitating renegotiation, and KSG and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

KSG shall not be required to sign any documents, no matter by whom requested, that would result in KSG's having to certify, guarantee or warrant the existence of conditions whose existence KSG cannot ascertain. The Client also agrees not to make resolution of any dispute with KSG or payment of any amount due to KSG in any way contingent upon KSG's signing any such certification.

CORPORATE PROTECTION

It is intended by the parties to this Agreement that in the event of any dispute involving financial ramifications arising out of the Project that it shall not expose either party's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that each parties' sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the corporate or legal entity on this contract and not against any individual employees, officers, registered professional or directors of either party.

BILLING AND PAYMENT

The Client recognizes that time is of the essence with respect to payment of the KSG's invoices, and that timely payment is a material part of the consideration of this agreement.

The Client shall pay KSG for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by KSG from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify KSG within fourteen (14) calendar days of the invoice date. Payment of any invoice by the Client to KSG shall be taken to mean that the Client is satisfied with KSG's services to the date of payment and is not aware of any deficiencies in those services.

The Client shall pay an additional service charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by KSG more than thirty (30) calendar days from the date of the invoice. Payment thereafter shall first be applied to accrued service charges and then to the principal unpaid amount. Payment of invoices are in no case subject to unilateral discounting or set-offs by the Client.

Application of the service charge indicated above as a consequence of the Client's late payments does not constitute any willingness of KSG's part to finance the Client's operation, and no such willingness should be inferred. If the Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, KSG may at any time, without waiving any other claim against the Client and without thereby incurring any liability to the Client, suspend this agreement (as provided for in section SUSPENSION) or terminate this agreement (as provided for in section TERMINATION).

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. KSG may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled

to rely upon the accuracy and completeness thereof. KSG shall indicate to the Client the information needed for rendering of services hereunder. The Client recognizes that it is impossible for KSG to assure the sufficiency of such information, either because it is impossible to do so or because of errors or omissions which may have occurred in assembling the information. Accordingly, the Client waives any claim against KSG, and agrees to defend, indemnify and hold KSG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to KSG by the Client. Further, the Client agrees to compensate KSG for any time spent or expenses incurred by KSG in defense of any such claim, with such compensation to be based upon KSG's prevailing fee schedule and expense reimbursement policy.

JOBSITE SAFETY

Neither the professional activities of KSG, nor the presence of KSG or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KSG and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, KSG and KSG's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

HAZARDOUS MATERIALS

Both parties acknowledge that KSG's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event KSG or any other party encounters any hazardous or toxic materials, or should it become known to KSG that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of KSG's services, KSG may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

DEFINITION OF "HAZARDOUS MATERIALS"

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

OPINION OF PROBABLE CONSTRUCTION COSTS

In providing any engineering opinions of probable construction cost, the Client understands that KSG has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that KSG's opinions of probable construction costs are made on the basis of KSG's professional judgment and experience as engineers. KSG is not a construction cost estimator or construction contractor, nor should KSG's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. KSG makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from KSG's opinion of probable construction cost. Given the assumptions which must be made, KSG cannot guarantee the accuracy of its opinions of cost, and -- in recognition of that fact -- the Client waives any claim against KSG relative to the accuracy of KSG's opinion of probable construction cost. Client is strongly encouraged to engage the services

of a construction cost estimator, general or specialty contractor to provide construction cost estimating services.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by KSG as instruments of service shall remain the property of KSG. KSG shall retain all common law, statutory and other reserved rights, including the copyright thereto.

SHOP DRAWING REVIEW

The Client and KSG agree that effective review of shop drawings is an important concern, and the Client encourages KSG to develop a procedure that is properly funded to promote effective implementation.

The Client agrees that KSG shall review shop drawing submissions solely for their conformance with KSG's general design intent and conformance with information given in the construction documents. KSG shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the KSG and that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to him or her by KSG, the need to call any variations to KSG's attention, and such other requirements and responsibilities identified in the construction documents.

CONSTRUCTION REVIEW

The Client recognizes that construction review is a vital element of KSG's complete service, provided to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers or others. The Client also recognizes that no party is as intimately familiar with KSG's intent as is KSG and those KSG employees who prepare for and how are assigned reviewing tasks. Accordingly, the Client agrees to retain KSG to review and perform construction observation, and KSG agrees to assign to the reviewing function persons who are qualified to observe and report on construction of KSG's recommendations, plans and specifications, and the quality of work performed by contractors, et al. The Client recognizes that construction review is a technique employed to minimize the risk of problems arising during construction; that construction review by KSG is not insurance and does not constitute a warranty or guarantee of any type. In all cases, contractors et al. (that is, the general contractor, subcontractor, sub-subcontractors, material-persons, suppliers and others) remain responsible for the quality of their work and for adhering to the plans and specifications as well as applicable codes.

Should the Client for any reason not retain KSG to review construction, or should the Client unduly restrict KSG's assignment of personnel to review construction, or should KSG at the direction of the Client for any reason not perform construction review during the full period of construction, KSG shall not have the ability to perform a complete service. In such a case, the Client waives any claim against KSG, and agrees to indemnify, defend and hold KSG harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by KSG. The Client also agrees to compensate KSG for any time spent and expenses incurred by KSG in defense of any such claim, with such compensation to be based upon KSG's prevailing fee schedule and expense reimbursement policy.

SUSPENSION

Upon fourteen (14) calendar days written notice to KSG, the Client may suspend KSG's work. If payment of KSG's invoices is not maintained on a thirty (30) calendar day current basis by the Client, KSG may give fourteen (14) calendar days written notice to the Client to suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at KSG's

option, make this agreement subject to renegotiation or termination, as provided for elsewhere in this agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and KSG, and KSG shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to KSG shall be based upon KSG's prevailing fee schedule and expense reimbursement policy.

TERMINATION

The Client or KSG may terminate this agreement for reasons identified elsewhere in this agreement, or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice or at such time as mutually agreed. Irrespective of which party shall institute termination or the cause therefor, the Client shall within thirty (30) calendar days of termination pay all of KSG's then outstanding invoices. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

INSURANCE

KSG declares that it maintains workers' compensation and employer's liability insurance of a form and in an amount as required by state law; comprehensive general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000). KSG will notify the Client of any change in coverage no later than ten (10) calendar days after it becomes aware of such change.

INDEMNIFICATION

KSG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by KSG's sole negligent performance of professional services under this Agreement. It is specifically understood and agreed that in no case shall KSG be required to pay an amount disproportional to his or her culpability, or any share of any amount levied to recognize more than actual economic damages.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KSG, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor KSG shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

HOLDING KSG HARMLESS

The Client understands that "holding KSG harmless" would, among other things, require the Client to compensate KSG for any time spent or expenses incurred by KSG in defense of any claim for which the Client has agreed to indemnify KSG, and that such compensation will be based upon KSG's prevailing fee schedule and expense reimbursement policy, in addition to attorneys' fees and related costs as set forth herein.

MUTUAL CONSEQUENTIAL AND OTHER DAMAGE WAIVER

Neither party shall be liable to the other party for any consequential or punitive damages incurred by either due to the fault of the other, regardless of the nature of the fault, or which party was at fault. Consequential damages include, but are not limited to, loss of use and

loss of profit as well as any other kinds of consequential damages, including, but not limited to loss of use, finance charges, cost over-runs, loss of rental or income, carry costs, or any delay or disruption costs and expenses by the parties or claimed by or through any third parties.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and KSG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KSG to the Client or any third parties for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, such that the total aggregate liability of KSG to the Client shall not exceed \$50,000.00, or KSG's total fee for services rendered and actually paid on this Project by Client, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

JOINT AND SEVERAL LIABILITY

As applied to this project, application of the joint and several liability concept could force KSG to pay damages wholly out of proportion to the degree of his or her culpability and the benefit that would otherwise be derived from rendering services to the Client, due to events which are substantially beyond KSG's control, and caused principally by others retained directly or indirectly by the Client, or due to events which otherwise result from the Client's decisions, actions or inactions. Accordingly, as a necessary part of the consideration needed by KSG to provide services to the Client, the Client agrees to reimburse to KSG that portion of any sum levied against KSG which exceeds KSG's degree of culpability and/or hold it harmless for the situation giving rise to the claim, when the claim in question arises from the work described herein, or otherwise arises from KSG's connection with the project for which the Client has engaged KSG.

INTERPRETATION

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that are determined to have been caused by KSG's sole or gross negligence or KSG's willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join KSG as a third-party defendant. "Parties" means the Client and KSG, and their officers, directors, partners, employees, subcontractors and subconsultants.

ALTERNATIVE DISPUTE RESOLUTION

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the Client and KSG, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and KSG agree that all disputes between them arising out of or relating to this Agreement or the Project shall be initially submitted to nonbinding mediation unless the parties mutually agree otherwise.

ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert fees, and all other related expenses in such litigation.

NOTICES

Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; by name of courier service to the address listed in this Agreement. All notices shall be deemed delivered five (5) calendar days after transmittal by any of the methods specified above to the address and/or fax number of the recipient listed in this Agreement. Either party may change its address or FAX number by giving the other party notice of the change in any manner permitted by this Agreement.

CERTIFICATE OF MERIT

The CLIENT shall make no claim for professional negligence or breach of contract either directly or in a third-party claim, against KSG unless the CLIENT has first provided KSG with a written certification executed by an independent professional currently practicing in the same discipline as KSG and licensed in the jurisdiction where the project is located. This certification shall be executed under penalty of perjury and, at a minimum, contain the following: a) the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a KSG performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KSG not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceedings.

ASSIGNMENT

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 subconsultants normally contemplated by KSG shall not be considered an assignment for purposes of this Agreement.

SEVERABILITY

The Client and KSG have entered into this agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and KSG will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

WAIVER

The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of a breach of any term of covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

SURVIVAL

All obligations arising prior to the termination of the agreement and all provisions of this agreement allocating responsibility or liability between the Client the KSG shall survive the completion of the services hereunder and/or the termination of this agreement.

APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.



AMI (Advanced Metering Infrastructure) **Replacement Program**

Summary:

In February 2023, Meiners Oaks Water District implemented an AMI start-up program. The goal is to replace up to 20% of the District's meters annually over the next 5-6 years. The plan is to change all Ag and Commercial meters first, then replace our Residential meters. The first order of 35 meters has started to arrive. Field staff have been replacing these meters as they come in.

The 23-24 budget allows for an additional round of meters to be purchased up to \$50,000.

Recommended Actions:

The GM recommends that the Board approve the purchase of 135 additional E-Series meters for \$49,114.10. This will complete the conversion of all Ag and Commercial meters and start the replacement of Residential meters.

Please note that MOWD field staff spends one week reading and rereading all district meters manually per month. This AMI conversion will greatly benefit the District in the long term, allowing our staff to focus on other projects and allowing customers to have real-time and continuous water use monitoring.

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

Created Date 10-24-2023

Customer ID 00042129

To Justin Martinez
MEINERS OAKS COUNTY WATER DIST
202 W EL ROBLAR
OJAI
California 93023

Effective Dates 10-24-2023 - 04-23-2024

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
008104 KEVIN BRYANT	E25 BRZ, E55 BRZ/TWIST 5'/CF/CELL-C/SERVICE UNITS (TAX & FREIGHT)	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 104-9373 Cat String: EB-EAC-PXTX-E5-CA-19FD-K1Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 5/8"x3/4" (7-1/2), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.001 FT3, TS-568, SN Yr 9D & PBB, TT-5', BMI STD,	80	179.58	14,366.40
2	BMI Part No.: 109-3727 Cat String: EB-ECA-PXTX-E5-CA-19FD-K3Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 1" (10-3/4), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.001 FT3, TS-766, SN Yr 9D & PBB, TT-5', BMI STD,	55	232.51	12,787.78
3	BMI Part No.: 103-6671 Cat String: E4-4E-AM-AG-TAAA-B0A Description: EP Only, For Enc, ORION CELL C, Thru Ld Instl Kit, TT-8in, Grnd/Ocean- Pause, BMI STD,	135	128.12	17,295.53
4	BMI Part No.: 68886-104 Description: ORION CELLULAR LTE SERV UNIT	1620	0.890	1,441.80

Subtotal - USD	45,891.50
Tax	3,222.60
Total Price - USD	49,114.10

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at Utilitymke@badgermeter.com or by calling 1-800-876-3837 Option 1.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Summary Sheet

Casitas MWD Water Rate Study October 2023

Proposed Casitas MWD Water Rates for Resale Agencies

Effective Date	Monthly Service Charge for a 4" Meter	Volumetric Rate (\$/HCF)	Service Charge Total Increase
Existing	\$835.07	\$2.31	0%
1/1/2024	\$1386.78	\$2.75	66%
1/1/2025	\$1771.81	\$2.98	112%
1/1/2026	\$2250.55	\$3.20	170%
1/1/2027	\$2841.58	\$3.42	240%
1/1/2028	\$3565.85	\$3.64	327%

Notes: 1) From Casitas MWD *Water Rate Study*, October 2023, available online.

2) HCF = 100 cubic feet = 748 gallons

3) MOWD is a "Resale Agency."

4) MOWD has two 4-inch meters.

A rough estimate is that the 2028 monthly service charges will cost the average MOWD residential customer around \$5 per month, whether or not any Casitas water is received by MOWD.



District Summary/Update

- **Casitas Lake Level:** 71.1% 11/16/23
- **Wells:** MOWD is 100% on our own wells, Wells 4A & 7, as of 6/2/2023
- **Rain Fall Totals (Season):**

	Casitas Dam	.29"
	Matilija Dam	.60"
11/16/23	M.O. Fire Station	.26"
	Stewart Canyon	.23"
	Nordhoff Ridge	.94"
- **GIS Mapping:** Field Staff, working on asset data correction
-LCRR data entry (98% complete)
- **Choline Alarms:** Equipment has arrived, CIT is building mounts and working on scheduling installation at wells 4a & 7
- **AMI Meters:** Meters are coming in early. Field staff schedules and completes installations weekly.
- **Emergency Back-Up Water Supply Plan:** Draft, 75% Complete
- **Emergency Generator SOP:** Draft, Complete
- **Hwy 33 Slide:** Edison's relocation plans have been approved. The anticipated completion date is after 1/1/2024. Construction on the slide/wall cannot happen until this work has been completed.
- **Work Trucks:** New 2022 F250, Purchased
- **Treatment Plant Project:** Plant design is at 100%
-MKN grant assistance (in progress)

<u>Type of Work</u>	<u>Cause</u>	<u>Date</u>	<u>Location</u>	<u>Contractor</u>	<u>Amount \$</u>
Radiator Replacement & New Brakes, Dodge 2013	N/A	10/30/23		Hodge Podge Garage	\$1,063.27
Purchase New F250		10/31/23		Price Ford	\$62,262.84
Service Leak	Material Failure	11/13/23	125 S. Poli	Staff	N/A

Current Well Levels and Specific Capacity

WELL #1	JAN 23'	FEB 23'	MAR 23'	APR 23'	MAY 23'	JUN 23'	JUL 23'	AUG 23'	SEP 23'	OCT 23'	NOV 23'	DEC 23'
STATIC (ft)	14.53'	19.3'	15.52'	18.4	19.5'	21'	21.76	23.8'	24.5'	25.1'		
RUNNING (ft)	OFF	21.9'	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
DRAW DOWN (ft)	OFF	2.6'	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
Gallons Per Minute (GPM)	OFF	299	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
Specific Capacity (gal/ft DD)	OFF	115	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
WELL #2	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	16.36'	20'	16.86'	19.3	20'	21'	21.76	22.9'	23.5	24.1		
RUNNING (ft)	OFF	25'	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
DRAW DOWN (ft)	OFF	5'	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
Gallons Per Minute (GPM)	OFF	220	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
Specific Capacity (gal/ft DD)	OFF	44	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF		
WELL #4A	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	23.6'	26.6'	22.9'	24.8	26'	28'35.6	28.8'	30.4'	32.3'	33.5'		
RUNNING (ft)	OFF	46.2'	OFF	OFF	OFF	50'	49.4'	50'	53.3'	55.1'		
DRAW DOWN (ft)	OFF	1.7'	OFF	OFF	OFF	22'	20.6'	19.6'	21'	21.6'		
Gallons Per Minute (GPM)	OFF	350	OFF	OFF	OFF	417	412	380	398	391		
Specific Capacity (gal/ft DD)	OFF	18.6	OFF	OFF	OFF	18.95	20	19.38	18.95	18.1		
WELL #7	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	31.10'	33.7'	30.5'	32.1	33'	35'	35.6'	37.3'	26.4'	28.7'		
RUNNING (ft)	OFF	35.7'	OFF	OFF	OFF	37'	37.2'	39.1'	28.8'	31.8'		
DRAW DOWN (ft)	OFF	1.7'	OFF	OFF	OFF	2'	1.6'	1.8'	2.4	3.12'		
Gallons Per Minute (GPM)	OFF	350	OFF	OFF	OFF	343	336	323	315	328		
Specific Capacity (gal/ft DD)	OFF	176	OFF	OFF	OFF	171.5	210	179.4	131	105.5		
WELL #8	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	33'	OFF	OFF	OFF	OFF	OFF	OFF	58.9'	57.2'	59.6'		
RUNNING (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	70.7'	OFF		
DRAW DOWN (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	13.5'	OFF		
Gallons Per Minute (GPM)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	266	OFF		
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	19.7	OFF		

Water Pumped, Sold, Purchased & Water Sales

MONTH	PUMPED (AF)	SOLD (AF)	PURCHASED (AF)	WATER SALES (\$)
2023 JAN	1.12	24.10	24.10	\$58,971.14
FEB	28.40	26.09	0	\$44,193.07
MAR	13.58	22.72	10.27	\$51,820.20
APR	0.00	24.14	32.33	\$42,169.34
MAY	0.37	41.05	41.05	\$46,239.89
JUN	44.85	38.78	0	\$69,594.28
JUL	69.22	59.20	0	\$73,272.82
AUG	62.17	58.04	0	\$98,192.96
SEP	59.02	54.99	0	\$98,584.05
OCT	64.38	54.58	0	\$101,672.97
NOV				
DEC				
YTD 2023	343.11	403.69	107.75	\$684,710.72
TOTAL 2022	451.43	615.38	216.43	\$823,145.74
TOTAL 2021	411.94	640.95	266.57	\$648,269.32
TOTAL 2020	485.71	635.47	197.26	\$657,912.06

Reserve Funds

* Balance at the County of Ventura	\$ 1,516,054.94
Total Taxes	\$82,205.32
Total Interest from reserve account#	\$ 0.00

Fiscal Year Total Revenues

July 1 st – October 31 st	2022	\$747,075.88
July 1 st – October 31 st	2023	\$671,925.38

Bank Balances

* LAIF Balance	\$ 208,105.90
Transferred from L.A.I.F. to General	\$ 0.00
(#) Quarterly Interest from LAIF	\$1,897.48
* Money Market (Mechanics Bank)	\$ 7,625.67
Amount Transferred to Mechanics from County this month	\$ 0.00
Amount Transferred to General Fund from Money Market	\$ 0.00
Monthly Interest received from Money Market	\$.13
General Fund Balance	\$ 83,344.49
Trust Fund Balance	\$ 6,659.04
* Capital Improvement Fund	\$ 13,653.32
(#) Quarterly Interest from Capital Account	\$.12
Total Interest accrued	\$ 1,897.73



Date: 10/27/2023
Salesperson: James Anderson
Manager: James Anderson

FOR INTERNAL USE ONLY

BUSINESS NAME: **Meiners oaks water** Home Phone : **(805) 297-7240**
CONTACT: _____
Address : **MEINERS OAKS, CA 93023 VENTURA** Work Phone : _____
E-Mail : **justin@meinersoakswater.com** Cell Phone : **(805) 297-7240**

VEHICLE
Stock # : **00222713** New / Used : **New** VIN : **1FDBF2B68NEG37387** Mileage: **122**
Vehicle : **2022 Ford F-250** Color : **OXFORD WHITE**
Type : _____

Market Value Selling Price	57,930.00
Doc Fee	85.00
Tax	4,206.09
Non Tax Fees	41.75
Cash Deposit	.00
Balance	62,262.84



Vehicle Locator

Detail Report for Customer

PARADISE CHEVROLET
6350 LELAND ST, VENTURA, CA, 93003
805-642-0111

Customer/Company: undefined
Address: undefined

Sales Consultant:

Vehicle #1: 2024 Chevrolet 2500HD Silverado	VIN/Order #	MSRP	Stock #
	1GB0YLE7XRF223533	\$50,698.00	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK20903-LWB, 4WD, Reg Cab Pickup
PEG: 1WT-Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
Engine: L8T-Engine: 6.6L, V-8, SIDI
Transmission: MKM-10-Speed Automatic

Options: 1WT-Work Truck Preferred Equipment Group
5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)
9J4-Bumper: Rear Delete
9L7-Upfitter / Accessory Electrical Switches
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B3P-Special Vehicle Sales
BG9-Floor Covering: Rubberized Vinyl, Black
C49-Defogger, Rear Window, Electric
C7A-GVW Rating 10,000 Lbs
DD8-ISRVR Mirror, Electro-chromatic
DWI-Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator
G80-Auto Locking Differential, Rear
GAZ-Summit White
GT4-Rear Axle: 3.73 Ratio
H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
JL1-Integrated Trailer Brake Controller
K34-Cruise Control
K47-Heavy Duty Air Filter
KC4-Cooler, Engine Oil
KI4-120 Volt Electrical Receptacle, In Cab
KNP-Transmission Cooling System

KW7-Alternator, 170 AMP
L8T-Engine: 6.6L, V-8, SIDI
MKM-10-Speed Automatic
NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift
NZZ-Skid Plate
PCV-1WT Convenience 1 Package
PRF-3 Years of Onstar Remote Access
PYN-Wheels: 17" Steel, Painted
QXT-Tires: LT265/70 R17 All Terrain, Blackwall
SFW-Back-Up Alarm Calibration (SEO)
TQ5-Headlamps, Intellibeam
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
V46-Bumper, Front, Chrome
V76-Recovery Hooks
VK3-Front License Plate Mounting Provisions
YF5-California Emissions
YK6-SEO Processing Option
ZW9-Delete: Pick-Up Box
ZXT-Tire, Spare: LT265/70 R17 Blackwall

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.


```
(LINE#) (M=MODIFY) (?=CMD LIST)
SHIFT F1=FKEYS BANK=CASH DEAL
```

MONTHLY PYMT ()	65466.99
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Chassis cost - 47,980

Royal 8 feet with Rock - 12090

Total on the due - 5,466.99

2022 MODEL YEAR

FCA US LLC

For more information visit: www.ramtrucks.com
or call 1-888-RAMINFO

RAM 2500 TRADESMAN REG CAB 4X4 LONG BOX



THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$47,135

RAM 2500 TRADESMAN REG CAB 4X4
Exterior Color: Bright White Clear Coat Exterior Paint
Interior Color: Black/Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® 100 HP
Transmission: 8-Speed Automatic 8H-75-1CV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL SAFETY FEATURES

- Advanced Multistage Front Air Bags
- Supplemental Side-Curtain Front Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- ParkView® Rear Back-Up Camera
- 3.73 Axle Ratio
- Manual Shift-On-The-Fly Transfer Case
- Electronic Stability Control
- Electronic Roll Mitigation
- Hill-Slope Assist
- Traction Control
- Trailer Sway Dampening
- Ani-Lock 4-Wheel Disc Brakes
- 730-Amp Maintenance-Free Battery
- 180-Amp Alternator
- Sentry Key® Theft Deterrent System
- Push-Button Start
- Speed Control
- Power Accessory Delay
- Tire Pressure Monitoring Display
- Tire-Fill Alert

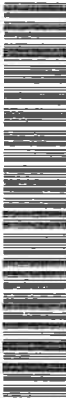
INTERIOR FEATURES

- Uconnect® 3 with 5-inch Touch Screen Display
- SiriusXM Guardian™ Connected Service w/Trial Period
- Full Function Viable Hub with 2-USB Plus Aux Port
- Remote Charge-Only USB Port
- 40/20/40 Split Bench Seat
- 12-Volt Auxiliary Power Outlet*
- Tilt Steering Column
- Temperature and Compass Gauge
- Rear Dome Lamp
- Black Vinyl Floor Covering
- Driver/Passenger Assist Handles
- Behind the Seat Storage / Bin
- Front Height-Adjustable Shoulder Belts
- EXTERIOR FEATURES
- 17-inch x 7.5-inch Steel Styled Wheels
- LT245/CR17E BSW All-Season Tires
- 32-Gallon Fuel Tank
- LED Hitch Lamp in Tailgate Handle
- Class V Receiver Hitch
- Trailer-Tow with 4-Pin Connector Wiring

Assembly Point/Port of Entry: SALTILLO, MEXICO

VIN: 3C8-MR5A-XNG-404770

14-BOX: 5768



8-L

12B-4

80-270

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
*STATE AND LOCAL TAXES, FEES, AND LICENSES ARE THE RESPONSIBILITY OF THE BUYER. THE PRICE DOES NOT INCLUDE DELIVERY, TITLE, AND LICENSE. THE PRICE DOES NOT INCLUDE DELIVERY, TITLE, AND LICENSE. THE PRICE DOES NOT INCLUDE DELIVERY, TITLE, AND LICENSE.

California Air Resources Board

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change, and smog ratings are determined by the California Air Resources Board based on the vehicle's measured emissions.

THE CALIFORNIA AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	Not Rated
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat Rear seat	Not Rated
Based on the risk of injury in a side impact.		
Rollover		★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

BUYER		CO-BUYER		Deal #:	
MEINERS OAKS COUNTY WATER DISTRICT 202 W EL ROBLAR DR OJAI, CA 93023 Cell #: (805) 297-7241 Email: mikeh2o@meinersoakswater.com				140377 Deal Type: Retail Deal Date: 10/26/2023 Print Time: 11:54am	
				Salesperson:	
VEHICLE					
New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Stock #: 222850	Description: 2022 RAM RAM 2500	VIN: 3C6MR5AJXNG404770	Mileage: 254	
TRADE					
AFTERMARKETS					
LADDER RACK \$ 2,400.00			Sale Price: \$ 59,995.00 Total Financed Aftermarkets: \$ 2,400.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 62,395.00 Doc Fee: \$ 85.00 State & Local Taxes: \$ 4,529.80 Total License and Fees: \$ 41.75 Total Cash Price: \$ 67,051.55 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 67,051.55 Cash Down Payment + Deposit: \$ 0.00 Total Rebates: \$ 500.00 Sub Total: \$ 66,551.55 Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 66,551.55		
Total Aftermarkets: \$ 2,400.00					
Rate: Amount Financed: \$ 66,551.55					



Board Secretary Report

November 2023

Administrative

- SWRCB 2023 Water Use Reports for Oct 2022 – Sep 2023 submitted 10/24/2023.
- Annual Ventura County CERS reports are in progress, due by 12/31/2023.
- Attended SWRCB eAR Input Forum 11/2/2023.

Financial (any items not covered in separate Financials Report)

- 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.
- Low Income Household Water Assistance Program FY 22-23 Total: \$4,306.00; FY 23-24: \$1015. The program payments are extended through March 31, 2024.

Billing/Customer Service

Month	#Total Service Orders	# Account Owner Changes	Total HCF Billed	Monthly Customer Bill Total
Oct 22	81	6	26,148	\$214,082.52
Nov 22	78	5	19,977	\$174,076.68
Dec 22	119	5	14,409	\$138,726.38
Jan 23	134	4	10,498	\$122,495.23
Feb 23	81	3	11,364	\$121,590.44
Mar 23	64	9	9,896	\$113,382.75
Apr 23	53	7	10,730	\$115,712.99
May 23	110	10	17,881	\$152,408.32
Jun 23	75	11	16,895	\$134,304.67
Jul 23	164	7	25,791	\$167,342.66
Aug 23	106	13	26,563	\$168,236.03
Sep 23	139	12	25,216	\$161,828.48
Oct 23	89	7	25,209	\$160,983.08

- Jan 23 Service Orders: 10 leak checks and 105 re-reads during meter reading for abnormal consumption.
- May 23 Service Orders: 80 re-reads during meter reading for abnormal consumption, 10 account changes and 7 leak checks.
- Jul 23 Service Orders: 142 Re-reads mainly due to abnormally high consumption and some leaks, but most were customer-increased outside irrigation.
- Sep 23 Service Orders: 110 Re-reads, mainly due to a software glitch.

Board of Directors

Board Member	Position	Term Ends	Term Type
Michel Etchart	President	2026	Long Term (Re-elected 2022)
Christian Oakland	Vice President	2024	Long Term (Elected 2020)
James Kentosh	Director	2026	Long Term (Re-elected 2022)
Christy Cooper	Director	2024	Short-Term Re-elect for 2 yr term to 2024
Joe Pangea	Director	2026	Long Term (Elected 2022)

Projects

- a. Employee Handbook – draft updates are in process.
- b. Staff are working on scanning and archiving district documents.

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

Attachments: None.