



## Board of Directors

Russ Baggerly, Director  
Angelo Spandrio, Director  
Brian Brennan, Director

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
Meeting to be held at the  
Casitas Board Room  
1055 Ventura Ave.  
Oak View, CA 93022  
July 24, 2019 @ 3:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

Special Accommodations: If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a)).

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Agenda Confirmation - Consider and approve, by majority vote, minor revisions to Board items and/or attachment and any item added to, or removed/continued from, the Agenda.
5. Public Comments - presentation on District related items that are not appearing on the agenda – three minute limit
6. Consent Agenda

- 6.a. APPROVE AND ADOPT MINUTES FROM THE JULY 10, 2019 MEETING.  
[7-10-19 Min.pdf](#)

7. Action Items

- 7.a. REVIEW, APPROVE AND ACCEPT DISTRICT ACCOUNTS PAYABLE REPORT FOR THE PERIOD OF 6/27/19 - 7/10/19.

[Bills.pdf](#)

- 7.b. SELECTION OF INVESTMENT MANAGEMENT SERVICES

RECOMMENDED ACTION:

- i. Presentation by Sarah Meachman from PFM Asset Management.
- ii. Presentation by Linda Verstuyft from U.S. Bank.
- iii. Discussion and Consideration of Award of Investment Management Services

[Board Memo - Recommendation on Investment Management Firms 072419.pdf](#)

- 7.c. AWARD OF CONTRACT FOR ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415.

RECOMMENDED ACTION:

- i. Increase the Budget for the Robles Forebay Restoration project from \$850,000 to \$1,170,000.
- ii. Relieve Spiess Construction, Inc. of their bid per Public Contract code Section 5103.
- iii. Award a Contract to Union Engineering Company, Inc. in the amount of \$1,077,500 for Robles Forebay Restoration, Specification No. 19-415.
- iv. Approve and Authorize the General Manager to sign a Task Order for environmental services to Rincon Consultants, Inc. in the amount not to exceed \$53,744.00 for the Robles Forebay Restoration.

[G 7 c Robles Forebay.pdf](#)

- 7.d. APPROVE AND AUTHORIZE THE GENERAL MANAGER TO SIGN A TASK ORDER FOR GEOTECHNICAL SERVICES TO YEH AND ASSOCIATED IN THE NOT TO EXCEED AMOUNT OF \$23,328 FOR THE RINCON PUMP PLANT ELECTRICAL UPGRADE, SPECIFICATION NO. 17-397.

[G 7 d.pdf](#)

- 7.e. REVIEW AND APPROVE AN AGREEMENT WITH SAN GORGONIO PASS WATER AGENCY FOR THE EXCHANGE OF 650 ACRE-FEET OF CASITAS MWD'S 2019 STATE WATER PROJECT TABLE A WATER SUPPLY.  
[G 7 e.pdf](#)
- 7.f. DISCUSSION AND UPDATE REGARDING OBGMA ALTERNATIVE DEMONSTRATION OF GROUNDWATER SUSTAINABILITY AND DWR DENIAL RECOMMENDATION AND POSSIBLE APPOINTMENT OF AN AD-HOC COMMITTEE TO WORK WITH OBGMA ON THIS ISSUE.  
[G 7 f.pdf](#)
- 8. Receive and File Information Items
  - 8.a. HYDROLOGIC STATUS REPORT FOR JUNE 2019.  
[Hydrologic Report June 2019.pdf](#)
  - 8.b. CONSUMPTION REPORT FOR MAY 2019.  
[Consumption 2018 - 2019 \(3\).pdf](#)
  - 8.c. INVESTMENT REPORT  
[Investment Report 07-10-19.pdf](#)
- 9. General Manager Comments - Brief announcements and report on District activities.
- 10. Board of Director Verbal Reports on Meetings Attended
- 11. Board of Director Comments per Government Code Section 54954.2, subdivision (a).
- 12. Closed Session
  - 12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(a)  
Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura; and City of San Buenaventura v. Abbott et al., Los Angeles County Superior Court, Complex Civil Division, Case No. CPF-14-513875.
  - 12.b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code §54956.9(b)  
Number of potential cases: 1
- 13. Adjournment



Minutes of the Casitas Municipal Water District  
Board Meeting Held  
July 10, 2019

A meeting of the Board of Directors was held July 10, 2019 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California.

1. Call to Order

President Kaiser called the meeting to order at 3:00 p.m.

2. Roll Call

Directors Word, Spandrio, Brennan, Baggerly and Kaiser were present. Also present were Clerk of the Board, Rebekah Vieira, and Attorney John Mathews. General Manager, Michael Flood was absent. There were four staff members and four members of the public in attendance.

3. Pledge of Allegiance

President Kaiser led the Pledge of Allegiance

4. Agenda Confirmation - Consider and approve, by majority vote, minor revisions to Board items and/or attachments and any item added to, or removed/continued from, the Agenda.

None

5. Public comments – presentations on District related items that are not appearing on the agenda – three minute limit.

Will Levinson spoke regarding a water tank on the parcel that is sitting on a mapped earthquake fault. Mr. Levinson has contacted the General Manager and President Pete Kaiser in email and has not received a response. He asked for an insurance certificate and has been in contact with Great American and expressed his concern of keeping tank on a mapped earthquake fault and asked to have this matter brought to the board on the agenda. It is jeopardizing thousands of people and their livelihoods. It has been close to 60 days and tank site stays in active service. There were two earthquakes in Southern California with substantial movement. Mr. Levinson stated he has contacted the Whitehouse and provided all of his documentation. It is their liability. Mr. Levinson again requested the matter to be placed on the board agenda.



Ranjit Servadrakasam asked for a program for fixed income to have a reduced payment similar to what is offered by other utilities. He also asked a question about water resources and rates and was directed to the web site by President Kaiser.

Bob Daddi spoke about the lack of parking, the State Water Project EIR for Ventura being discussed on the 15<sup>th</sup> and suggested that the District needs to explain that you don't have a public utility mandated low income type of rates and can't provide that due to Prop 218 issues.

6. Consent Agenda ADOPTED

- a. Approve and Adopt Minutes from the June 26, 2019 meeting.
- b. Approve renewal of Workers' Compensation Insurance Program with CSAC-EIA in the amount of \$141,354.00 for Fiscal Year 2019/2020.

The consent agenda was offered by Director Word, seconded by Director Brennan and adopted by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Brennan, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	None

7. Action Items:

- a. Review, Approve and Accept District Accounts Payable Report for the Period of 6/13/19 – 6/26/19. APPROVED

On the motion of Director Brennan, seconded by Director Baggerly, the Accounts Payable Report was approved by the following roll call vote:

AYES:	Directors:	Word, Spandrio, Brennan, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	None

- b. Approve and Authorize General Manager to sign Task Order for Environmental Consulting Services to Rincon Consultants in the not to exceed amount of \$76,427 for Sunset Place Pipeline Replacement, and Ventura Street Pipeline Replacement.

On the motion of Director Baggerly, seconded by Director Brennan, the above recommendation was approved by the following roll call vote:

AYES: Directors: Word, Spandrio, Brennan, Baggerly,  
Kaiser  
NOES: Directors: None  
ABSENT: Directors: None

- c. Approve an Amendment to Agreement for Professional Environmental Services to Rincon Consultants in the not to exceed amount of \$35,007 for Ventura-Santa Barbara Counties Intertie Initial Study – Mitigate Negative Declaration. APPROVED

On the motion of Director Brennan, seconded by Director Baggerly, the above recommendation was approved by the following roll call vote:

AYES: Directors: Word, Spandrio, Brennan, Baggerly,  
Kaiser  
NOES: Directors: None  
ABSENT: Directors: None

8. Receive and File Information Items:

- a. Lake Casitas Recreation Area Report for May, 2019.
- b. Monthly Engineering Status Report.
- c. Recreation Committee Minutes.
- d. Finance Committee Minutes.
- e. Reimbursement Disclosure Report for Fiscal Year 2018/2019.
- f. CFD 2013-1 Report.
- g. Investment Report.

On the motion of Director Baggerly, seconded by Director Brennan the Information items were approved for filing by the following roll call vote:

AYES: Directors: Word, Spandrio, Brennan, Baggerly,  
Kaiser  
NOES: Directors: None  
ABSENT: Directors: None

9. General Manager comments. Brief announcements and report on District activities.

Clerk of the Board Vieira introduced Diana Impeartrice as new Human Resources Manager. The Board welcomed her to the District.

10. Board of Director Reports on Meetings Attended.

Director Brennan reported on attending the board training with Directors Word and Spandrio also in attendance.

11. Board of Director Comments per Government Code Section 54954.2, subdivision (a).

Director Brennan spoke regarding earlier comments on senior discounts and wondered that even with Prop 218 if there might be some flexibility. Director Baggerly added that because of the phone call and talking to staff about it I was made aware of SB 998 that was approved September 28, 2018 and has an effective date of February 1, 2020. There is a lot in this bill that will affect us financially. We need to start educating this board and staff regarding what we need to do. President Kaiser suggested getting a primer from legal. Mr. Mathews stated he would do that.

Upon the recommendation of Mr. Mathews the board decided not to go into closed session.

12. Closed Session Not Held

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(a)  
*Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura; and City of San Buenaventura v. Abbott et al.*, Los Angeles County Superior Court, Complex Civil Division, Case No. CPF-14-513875.
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code §54956.9(b)  
Number of potential cases: 1

13. Adjournment.

President Kaiser adjourned the meeting at 3:24 p.m.

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 06/27/19-07/10/19**  
**Presented to the Board of Directors For Approval July 24, 2019**

Check	Payee		Description	Amount
000895	Payables Fund Account	# 9759651478	Accounts Payable Batch 070319	\$2,352,990.25
000896	Payables Fund Account	# 9759651478	Accounts Payable Batch 071019	\$1,250,747.74
				\$3,603,737.99
000897	Payroll Fund Account	# 9469730919	Estimated Payroll 08/01/19	\$250,000.00
			Total	\$3,853,737.99

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 000895-000897 have been duly audited is hereby certified as correct.

Denise Collin 7/10/19  
Denise Collin, Chief Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

000895	A/P Checks:	34448-34620
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	34487, 34536, 34537

000896	A/P Checks:	34621-34656
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	

*Denise Collin* 7/10/19  
 Denise Collin, Chief Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

CERTIFICATION

Payroll disbursements for the pay period ending 06/29/19  
Pay Date of 07/03/19  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 7/1/19  
Denise Collin

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

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

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

7/10/2019 1:51 PM  
 ENDOR SET: 01 Casitas Municipal Water D  
 ANK: \* ALL BANKS  
 ATE RANGE: 6/27/2019 THRU 7/10/2019

A/P HISTORY CHECK REPORT

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4211	Margrit Deri							
	C-CHECK Margrit Deria	VOIDED	V 7/03/2019			034487		60.00CR
	C-CHECK VOID CHECK		V 7/03/2019			034536		
	C-CHECK VOID CHECK		V 7/03/2019			034537		

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS 0.00		
		VOID CREDITS 60.00CR		
		60.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	60.00CR	0.00	0.00
BANK:	TOTALS:		3	60.00CR	0.00	0.00

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0049	STATE OF CALIFORNIA							
I-T2 201906271541	State Withholding	D	6/28/2019	22.07		000000		22.07
0049	STATE OF CALIFORNIA							
I-T2 201907021552	State Withholding	D	7/03/2019	12,737.15		000000		12,737.15
0128	INTERNAL REVENUE SERVICE							
I-T1 201906271541	Federal Withholding	D	6/28/2019	112.11		000000		
I-T3 201906271541	FICA Withholding	D	6/28/2019	141.68		000000		
I-T4 201906271541	Medicare Withholding	D	6/28/2019	33.14		000000		286.93
0128	INTERNAL REVENUE SERVICE							
I-T1 201907021552	Federal Withholding	D	7/03/2019	35,832.42		000000		
I-T3 201907021552	FICA Withholding	D	7/03/2019	42,885.84		000000		
I-T4 201907021552	Medicare Withholding	D	7/03/2019	10,029.68		000000		88,747.94
0187	CALPERS							
I-PBP201907021552	PERS BUY BACK	D	7/03/2019	161.96		000000		
I-PEB201907021552	PEPRA EMPLOYEES PORTION	D	7/03/2019	7,417.03		000000		
I-PEM201907021552	PERS EMPLOYEE PORTION MGMT	D	7/03/2019	2,168.60		000000		
I-PER201907021552	PERS EMPLOYEE PORTION	D	7/03/2019	6,360.14		000000		
I-PRB201907021552	PEBRA EMPLOYER PORTION	D	7/03/2019	8,119.52		000000		
I-PRR201907021552	PERS EMPLOYER PORTION	D	7/03/2019	10,015.95		000000		34,243.20
9182	CalPERS							
I-100000015709597	Unfunded Accrued Liab. 19-20	D	7/03/2019	502,499.00		000000		
I-100000015709606	Unfunded Accrued Liab. 19-20	D	7/03/2019	2,182.00		000000		504,681.00
0047	A-1 WATER							
I-4887	Water Truck for Beach Shutdown	R	7/03/2019	1,995.00		034448		1,995.00
0004	ACWA JOINT POWERS INSURANCE AU							
I-0610318	Health Insurance 6/19	R	7/03/2019	160,925.69		034449		
I-0614675	Health Insurance 7/19	R	7/03/2019	162,019.29		034449		322,944.98
0026	AERA ENERGY LLC							
I-1800009177	Cathodic Protection FY 19-20	R	7/03/2019	200.00		034450		200.00
3044	Amazon Capital Services							
C-1XPR-M9NF-3LTPb	Accrue Use Tax	R	7/03/2019	3.62CR		034451		
D-1XPR-M9NF-3LTPa	Accrue Use Tax	R	7/03/2019	3.62		034451		
I-1LTH-L34M-DT16	Dolly & Trunk Organizer - CONS	R	7/03/2019	155.61		034451		
I-1V3R-NHQC-67YL	Coffee - DO	R	7/03/2019	43.89		034451		
I-1XPR-M9NF-3LTP	Phone - PL	R	7/03/2019	49.95		034451		249.45



ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0029	I-3064116	AMERICAN TOWER CORP Tower Rent-Red Mtn.Rincon Peak	R 7/03/2019	2,102.62		034452		2,102.62
0014	C-SCM0124595	AQUA-FLO SUPPLY Pipe Cutter Return - PL	R 7/03/2019	109.92CR		034453		
	I-SI13785157	PVC Fittings & Paint - LCRA	R 7/03/2019	132.17		034453		
	I-SI1378518	Valve & Repair Kit - LCRA	R 7/03/2019	222.56		034453		
	I-SI1379267	Repair Kit,Primer,Fitting-LCRA	R 7/03/2019	176.88		034453		
	I-SI1379893	Valves & Emitrer - LCRA	R 7/03/2019	120.18		034453		
	I-SI1387107	PVC Caps - TP	R 7/03/2019	5.31		034453		547.18
3552	I-June 19	Julia Aranda Reimburse Expenses 6/19	R 7/03/2019	70.42		034454		70.42
2179	I-1710	Art Street Interactive Res. Sys. Web Hosting/Maint.	R 7/03/2019	542.15		034455		542.15
1666	I-000013242536	AT & T Acct#9391062398	R 7/03/2019	107.85		034456		107.85
1666	I-000013244513	AT & T Acct#9391064013	R 7/03/2019	20.63		034457		20.63
3429	I-8727368404	AT&T Acct#8310006908483	R 7/03/2019	1,073.11		034458		1,073.11
4202	I-061819	AT&T Acct#296003321	R 7/03/2019	129.00		034459		129.00
0021	I-06-11863	AWA OF VENTURA COUNTY Waterwise Breakfast 6/20 - BRD	R 7/03/2019	50.00		034460		
	I-062619	CCWUC Luncheon 6/26/19	R 7/03/2019	175.00		034460		225.00
0030	I-1900932314	B&R TOOL AND SUPPLY CO Socket, Chisel, Hammer - PL	R 7/03/2019	82.05		034461		
	I-1900932705	Teflon Aerosol - WHS	R 7/03/2019	39.61		034461		121.66
0036	I-3112	BC TREE SERVICE, INC Pine Tree Removal@Casitas Dam	R 7/03/2019	900.00		034462		
	I-3113	Poison Oak Removal@Casitas Dam	R 7/03/2019	900.00		034462		
	I-3114	Dead Tree Removal@Casitas Dam	R 7/03/2019	900.00		034462		2,700.00
4204	I-793067	Shawn Bennett Camping Cancellation - LCRA	R 7/03/2019	130.00		034463		130.00

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3618 I-773415	Valerie Berry Camping Cancellation - LCRA	R	7/03/2019	123.00		034464		123.00
0032 I-190835	BIOVIR LABORATORIES, INC Giardia/Crypto Test 6/12/19	R	7/03/2019	360.00		034465		360.00
4205 I-799700	Marni Blakeley Camping Cancellation - LCRA	R	7/03/2019	206.00		034466		206.00
4111 I-BU01136881	Roadpost, Inc. Sat Phone Service - TP	R	7/03/2019	55.58		034467		55.58
3865 I-772984a	Kraig Blythe Camping Cancellation - LCRA	R	7/03/2019	123.00		034468		123.00
3207 I-012495	BMI PacWest Inc. AC Maintenance @ Hoist House	R	7/03/2019	423.08		034469		423.08
3059 I-BPI953613 I-BPI955264 I-BPI957993	Brenntag Pacific Inc. Chlorine for Ojai Sys. - TP Chlorine for Ojai Sys. - TP Chlorine for Ojai Sys. - TP	R R R	7/03/2019 7/03/2019 7/03/2019	1,157.74 308.46 1,264.09		034470 034470 034470		2,730.29
4206 I-773244	Ray Breton Camping Cancellation - LCRA	R	7/03/2019	127.00		034471		127.00
4249 I-June 19	Audrey Brown Safety Boots - ENG	R	7/03/2019	145.46		034472		145.46
0463 I-553834	Cal-Coast Machinery Tractor Rental 6/11-7/11-MAINT	R	7/03/2019	2,149.61		034473		2,149.61
3702 I-68920 I-69186	Cannon Corporation Valves & App Ventura St. - ENG Valves & App Ventura St. - ENG	R R	7/03/2019 7/03/2019	2,771.20 1,503.50		034474 034474		4,274.70
2836 I-062719 I-062819	Gonzalo Carbajal-Ramirez D2 Certification Fee T1 Certification Exam Fee	R R	7/03/2019 7/03/2019	125.00 85.00		034475 034475		210.00
0589 I-STB7177	CDW-G Otterbox Case - TP	R	7/03/2019	80.97		034476		80.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04208	Vivek Chopra I-797099	R	7/03/2019	95.00		034477		95.00
01843	COASTAL COPY I-838006 I-857854 I-858125 I-859763 I-859764	R R R R R	7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019	146.84 5,278.67 153.28 56.47 480.23		034478 034478 034478 034478 034478		6,115.49
00059	COASTAL PIPCO I-S2057080.001	R	7/03/2019	18.86		034479		18.86
04127	Communication Enterprises, Inc I-1099033	R	7/03/2019	4,000.00		034480		4,000.00
00061	COMPUWAVE I-SB02092968	R	7/03/2019	225.00		034481		225.00
00062	CONSOLIDATED ELECTRICAL I-9009-792345 I-9009-792346	R R	7/03/2019 7/03/2019	549.53 168.62		034482 034482		718.15
04209	Linda Cooper I-796226	R	7/03/2019	145.00		034483		145.00
01001	CUSTOM PRINTING I-153143 I-8530	R R	7/03/2019 7/03/2019	1,900.14 5,960.45		034484 034484		7,860.59
00081	DELTA LIQUID ENERGY I-11359	R	7/03/2019	251.81		034485		251.81
03715	Madeline Demarquette I-780078	R	7/03/2019	170.00		034486		170.00
00616	DICK CORE MARINE I-810078	R	7/03/2019	589.08		034488		589.08
00086	E.J. Harrison & Sons Inc I-1435	R	7/03/2019	1,152.59		034489		1,152.59
00086	E.J. Harrison & Sons Inc I-1667	R	7/03/2019	204.97		034490		204.97

VENDOR SET: 01 Casitas Municipal Water D  
BANK: AP ACCOUNTS PAYABLE  
DATE RANGE: 6/27/2019 THRU 7/10/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0086	E.J. Harrison & Sons Inc I-1688 Acct#1C00054240	R	7/03/2019	354.08		034491		354.08
0085	ELIFEGUARD, INC. C-66845b Accrue Use Tax D-66845a Accrue Use Tax I-66845 Lifeguard Shorts - WP	R R R	7/03/2019 7/03/2019 7/03/2019	56.81CR 56.81 783.60		034492 034492 034492		783.60
1288	ENVIRONMENTAL SYSTEMS I-93658004 ESRI Licenses - ENG	R	7/03/2019	1,000.00		034493		1,000.00
0095	FAMCON PIPE & SUPPLY I-S100002636.002 Brass Fittings - WHS I-S100002636.005 Adapters - PL I-S100002745.003 Fittings & Gaskets - PL I-S100004474.001 Blades - PL I-S100005616.001 Fittings - PL I-S100006453.001 Hydrant Wrench & Lifter - UT I-S100006455.001 Hydrant Wrench - UT	R R R R R R R	7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019	5.68 69.71 417.20 112.61 35.02 64.35 32.18		034494 034494 034494 034494 034494 034494 034494		736.75
0099	FGL ENVIRONMENTAL I-906004A THM/HAA5 Monitoring 5/3/19 I-906329A THM/HHA5/TOC Monitoring5/13/19 I-906643A Nitrate Monitoring 5/21/19 I-906644A TOC Monitoring 5/20/19 I-906645A Manganese Monitoring 5/21/19 I-906878A Lake Nutrient Monitoring 5/23 I-906879A Manganese Monitoring 5/23/19 I-906937A Nitrate Monitoring 5/29/19 I-906941A TOC Monitoring 5/28/19 I-907243A TOC Monitoring 6/3/19 I-907245a Manganese Monitoring 6/3/19	R R R R R R R R R R R	7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019	817.00 224.00 43.00 52.00 45.00 1,472.00 145.00 43.00 52.00 52.00 45.00		034495 034495 034495 034495 034495 034495 034495 034495 034495 034495 034495		2,990.00
0101	FISHER SCIENTIFIC I-7803912 Agar & Lab Coat - LAB I-8947257 Agar - LAB	R R	7/03/2019 7/03/2019	290.85 36.14		034496 034496		326.99
0104	FRED'S TIRE MAN I-117129 Brakes & oil Service - Unit 11 I-117235 Tires & Balance - Unit 23 I-117281 Fluids & Tires - Unit 8 I-117432 Tire Disposal - LCRA I-117503 Oil Service - Unit 9 I-117504 Oil Service&Tire Rotate-Unit49 I-117540 Oil Service - Unit 45 I-117550 Oil Service - Unit 17	R R R R R R R R	7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019 7/03/2019	272.23 408.04 692.00 80.00 45.40 95.80 48.61 48.61		034497 034497 034497 034497 034497 034497 034497 034497		1,690.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0106	FRONTIER PAINT							
	I-F0247597 Paint - WP	R	7/03/2019	63.15		034498		
	I-F0247640 Paint - WP	R	7/03/2019	31.57		034498		
	I-F0247682 Paint - WP	R	7/03/2019	94.72		034498		
	I-F0247744 Paint - WP	R	7/03/2019	128.01		034498		317.45
1280	FRY'S ELECTRONICS, INC. Patch Cords & Cables - ENG	R	7/03/2019	110.94		034499		110.94
4201	Sheri Fults Irrigation Controller Rebate	R	7/03/2019	229.00		034500		229.00
4213	Jose Gonzalez Camping Cancellation - LCRA	R	7/03/2019	195.00		034501		195.00
0746	GREEN THUMB INTERNATIONAL Plants for Garden - DO	R	7/03/2019	23.63		034502		23.63
4214	Siobhan Griffin Camping Cancellation - LCRA	R	7/03/2019	95.00		034503		95.00
0121	HACH COMPANY Reagents & Solutions - LAB	R	7/03/2019	493.51		034504		493.51
3700	HDR Engineering, Inc. Camp Chafee Pipeline Phase 2	R	7/03/2019	3,515.00		034505		3,515.00
4215	Cindy Hernandez Camping Cancellation - LCRA	R	7/03/2019	175.00		034506		175.00
4216	Patti Hess Camping Cancellation - LCRA	R	7/03/2019	95.00		034507		95.00
0127	INDUSTRIAL BOLT & SUPPLY 10 Piece Hex Set - EM	R	7/03/2019	204.27		034508		
	I-201171-1 Nuts & Bolts - PL	R	7/03/2019	71.71		034508		275.98
1486	INTEGRATED FIRE AND SAFETY Fire Extinguisher&Testing-LCRA	R	7/03/2019	179.96		034509		179.96
0493	J & H ENGINEERING GENERAL Catch Basin Repair - PL	R	7/03/2019	13,500.00		034510		
	I-3400 Patch Repairs in Ojai - PL	R	7/03/2019	4,713.16		034510		
	I-3402 Canal Road Repave - PL	R	7/03/2019	34,750.00		034510		52,963.16

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2344 I-34696A	Janitek Cleaning Solutions Janitorial Services - DO	R	7/03/2019	1,959.10		034511		1,959.10
0131 I-792157	JCI JONES CHEMICALS, INC Chlorine - TP, CM 792178	R	7/03/2019	1,650.00		034512		1,650.00
4217 I-782772	James Jordan Camping Cancellation - LCRA	R	7/03/2019	190.00		034513		190.00
3028 I-783360 I-790079	Brenda Journey Camping Cancellation - LCRA Camping Cancellation - LCRA	R R	7/03/2019 7/03/2019	374.00 65.00		034514 034514		439.00
0345 I-5311.10-01	KAZARIANS & ASSOCIATES, INC. 5 Year RMP updated - TP	R	7/03/2019	7,000.00		034515		7,000.00
4218 I-789023	Mark Kedikian Raincheck Refund - LCRA	R	7/03/2019	70.00		034516		70.00
0667 I-130724R	Kennedy/Jenks Consultants, Inc Casitas/VTA SWP Predeisgn	R	7/03/2019	13,258.72		034517		13,258.72
4219 I-797215	Kelly Keyte Camping Cancellation - LCRA	R	7/03/2019	115.00		034518		115.00
2397 I-PSIN668486	L-Com Global Connectivity Antennas for Scada - EM	R	7/03/2019	273.60		034519		273.60
3581 I-061719	Legend Pump & Well Service Inc Gorham Well #1 Rehab - ENG	R	7/03/2019	53,265.55		034520		53,265.55
0360 I-00142-01-017595	LESLIE'S POOL SUPPLIES, INC Teflon - WP	R	7/03/2019	45.22		034521		45.22
1270 I-May 19	SCOTT LEWIS Reimburse Expenses 5/19	R	7/03/2019	2,493.81		034522		2,493.81
0328 I-6101908 I-6131901	LIGHTNING RIDGE Polo Shirts - LCRA Uniform Shirts - PL	R R	7/03/2019 7/03/2019	746.28 135.98		034523 034523		882.26
4221 I-805680	Martie Lombardi Camping Cancellation - LCRA	R	7/03/2019	230.00		034524		230.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02215 I-062419	Scott MacDonald T4 Cert. Exam Fee	R	7/03/2019	95.00		034525		95.00
00145 I-5599	MAGNUM FENCE & SECURITY, INC. Pressed Steel - MAINT	R	7/03/2019	49.33		034526		49.33
04223 I-796122	Aimee Marzahl Camping Cancellation - LCRA	R	7/03/2019	76.00		034527		76.00
02329 I-47699	Matson Industrial Finishing Valve Covers - EM	R	7/03/2019	155.37		034528		155.37
04222 I-788292	Isbell May Camping Cancellation - LCRA	R	7/03/2019	65.00		034529		65.00
04225 I-804600	Tara McBride Camping Cancellation - LCRA	R	7/03/2019	246.00		034530		246.00
03631 I-773572	Suzanne McCabe Camping Cancellation - LCRA	R	7/03/2019	76.00		034531		76.00
00280 I-57846	MCCARTY & SONS TOWING, INC Towny Cab - GAR	R	7/03/2019	270.00		034532		270.00
00329 I-97944385	MCMASTER-CARR SUPPLY CO. Expansion Plugs - EM	R	7/03/2019	44.98		034533		44.98
04226 I-775579	Vanessa Meierhoff Camping Cancellation - LCRA	R	7/03/2019	47.00		034534		47.00
00151	MEINERS OAKS ACE HARDWARE							
I-862924	Gloves & Bit Set - IT	R	7/03/2019	43.89		034535		
I-866857	Spraypaint - PL	R	7/03/2019	24.26		034535		
I-866915	Tag & Key - FISH	R	7/03/2019	8.73		034535		
I-868102	Bags & Cleaner - LCRA	R	7/03/2019	30.69		034535		
I-868225	Batteries - LCRA	R	7/03/2019	14.08		034535		
I-869852	Gloves - IT	R	7/03/2019	10.71		034535		
I-873010	Knee Pads & Shovel - UT	R	7/03/2019	60.47		034535		
I-874097	Potting Mix - LCRA	R	7/03/2019	6.82		034535		
I-877377	Silicone Lube - IT	R	7/03/2019	3.74		034535		
I-877748	Fittings & Adapters - FISH	R	7/03/2019	16.23		034535		
I-878634	Bolts & Screws - EM	R	7/03/2019	3.65		034535		
I-880084	Cement & Gloves - PL	R	7/03/2019	44.29		034535		
I-881381	Clips & Rings - PL	R	7/03/2019	9.40		034535		
I-881414	Gloves, Adapters, Valves - UT	R	7/03/2019	54.16		034535		
I-881474	Bolts - WP	R	7/03/2019	12.48		034535		
I-881877	Cover & Box - EM	R	7/03/2019	4.67		034535		
I-881920	Cleaner & Shade - EM	R	7/03/2019	87.67		034535		

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I-882087	Clorox & Soap - EM	R	7/03/2019	11.10		034535		
I-882134	Sanding Mask & Oil - LCRA	R	7/03/2019	34.12		034535		
I-882217	Hinges & Glue - MAINT	R	7/03/2019	29.25		034535		
I-882352	Caulk, Vent, Bolts, Screws -TP	R	7/03/2019	26.73		034535		
I-882446	Shoe Goo - UT	R	7/03/2019	4.60		034535		
I-882461	Dropcloth & Paint - UT	R	7/03/2019	46.65		034535		
I-882462	Paint Cans & Paint - UT	R	7/03/2019	43.16		034535		
I-882541	Spraypaint - UT	R	7/03/2019	4.67		034535		
I-882641	Concrete - WP	R	7/03/2019	3.53		034535		
I-882911	Cap Slips - WP	R	7/03/2019	1.33		034535		
I-883055	Marking Paint - ENG	R	7/03/2019	12.87		034535		
I-883079	Mason Jars - FISH	R	7/03/2019	10.86		034535		664.81
4227	Jenna Melfi							
I-788249	Camping Cancellation - LCRA	R	7/03/2019	201.00		034538		201.00
1507	MEMPHIS NET & TWINE							
I-233419	Poly Rope Borders - WP	R	7/03/2019	3,709.75		034539		3,709.75
4228	Marci Millard							
I-799884	Camping Cancellation - LCRA	R	7/03/2019	415.00		034540		415.00
4229	Larry Miller							
I-797300	Camping Cancellation - LCRA	R	7/03/2019	115.00		034541		115.00
4230	Tammy Miller							
I-787444	Camping Cancellation - LCRA	R	7/03/2019	95.00		034542		95.00
3444	Mission Linen Supply							
I-510068816	Uniform Pants - TP	R	7/03/2019	88.00		034543		
I-510166494	Uniform Pants - TP	R	7/03/2019	60.00		034543		
I-510177648	Uniform Pants - TP	R	7/03/2019	32.16		034543		180.16
4210	Lupe Montoya							
I-825960	Day Use Refund - LCRA	R	7/03/2019	20.00		034544		20.00
4231	Lisa Mundrake							
I-773058	Camping Reduction - LCRA	R	7/03/2019	120.00		034545		120.00
4203	Roman Munoz							
I-788416	Extra Vehicle Refund - LCRA	R	7/03/2019	105.00		034546		105.00
4232	Vinh Nguyen							
I-800400	Camping Cancellation - LCRA	R	7/03/2019	260.00		034547		260.00



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4233	Alissa Nieto							
I-804184	Camping Cancellation - LCRA	R	7/03/2019	85.00		034548		85.00
0160	OILFIELD ELECTRIC CO, INC							
I-2028403	Antenna Service - EM	R	7/03/2019	3,096.00		034549		3,096.00
1570	Ojai Auto Supply							
C-465489	Core Deposit Return - EM	R	7/03/2019	18.00CR		034550		
I-463516	Oil - WP	R	7/03/2019	51.13		034550		
I-464721	Battery - Unit 124	R	7/03/2019	122.33		034550		
I-465426	Battery & Terminal - EM	R	7/03/2019	125.15		034550		
I-465721	Ar Filters - Units 11,43,46,53	R	7/03/2019	35.48		034550		
I-466249	Lamp & Hose - Unit 89	R	7/03/2019	67.22		034550		
I-466336	Terminal & Fuses - Unit 68	R	7/03/2019	24.46		034550		407.77
0884	OJAI TERMITE & PEST CONTROL, I							
I-193968	Service Call 6/18/19 - MAINT	R	7/03/2019	45.00		034551		
I-194220	Monthly Rodent Service - MAINT	R	7/03/2019	75.00		034551		120.00
0168	OJAI VALLEY NEWS							
I-300030439	Budget Hearing Ad 6/7 - BRD	R	7/03/2019	17.50		034552		
I-300030880	Summer Ad - CONS	R	7/03/2019	350.00		034552		
I-300031001	Budget Hearing Ad 6/21 - BRD	R	7/03/2019	14.00		034552		381.50
0178	PARADISE CHEVROLET							
I-747179CVW	Floormats - Unit 12	R	7/03/2019	134.15		034553		
I-CTCS611567	Air Filter Replace - Unit 51	R	7/03/2019	272.85		034553		407.00
0188	PETTY CASH							
I-063019	Replenish Petty Cash - DO	R	7/03/2019	657.04		034554		657.04
3287	Porta-Stor							
I-296399	Storage Container 6/8-6/12	R	7/03/2019	18.35		034555		18.35
0184	POWERSTRIDE BATTERY CO, INC							
I-V600070	Battery for Gates - MAINT	R	7/03/2019	289.10		034556		289.10
2833	Praxair, Inc							
I-89960780	Liquid Oxygen - TP	R	7/03/2019	2,331.13		034557		
I-90027641	Liquid Oxygen -TP	R	7/03/2019	2,202.74		034557		
I-90111107	Liquid Oxygen - TP	R	7/03/2019	2,353.09		034557		
I-90296967	Liquid Oxygen - TP	R	7/03/2019	2,255.24		034557		9,142.20

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12767	Pueblo Water Resources, Inc.							
I-2019-62	Matilija TAC Services - ENG	R	7/03/2019	3,965.75		034558		
I-2019-64	Well #1 & #4 Rehabs - ENG	R	7/03/2019	14,670.00		034558		18,635.75
14234	Albert Quinn							
I-787482	Camping Cancellation - LCRA	R	7/03/2019	55.00		034559		55.00
14235	Darrin Ray							
I-798432	Camping Cancellation - LCRA	R	7/03/2019	85.00		034560		85.00
10306	Rincon Consultants, Inc.							
I-12136	VTA-SB Intertie Services - ENG	R	7/03/2019	5,177.46		034561		
I-13074	Arborist @ Ojai Pipe - ENG	R	7/03/2019	4,928.75		034561		
I-13075	VTA-SB Intertie Services - ENG	R	7/03/2019	19,327.67		034561		
I-13076	Robles Cleanout - ENG	R	7/03/2019	19,068.35		034561		
I-13077	Timber Cutoff Wall Permits-ENG	R	7/03/2019	1,614.11		034561		
I-13148	Arborist Services @ Grand -ENG	R	7/03/2019	4,444.09		034561		
I-13149a	Arborist@Mutual Wellfield- ENG	R	7/03/2019	19.00		034561		
I-13149b	Arborist@Mutual Wellfield- ENG	R	7/03/2019	2,423.00		034561		
I-13265	VTA-SB Intertie Services - ENG	R	7/03/2019	70,730.34		034561		127,732.77
4236	Darrel Rinder							
I-796025	Camping Cancellation - LCRA	R	7/03/2019	175.00		034562		175.00
4237	Annabel Rios							
I-803728	Camping Cancellation - LCRA	R	7/03/2019	65.00		034563		65.00
10313	ROCK LONG'S AUTOMOTIVE							
I-26512	Oil & Filter Service - Unit 35	R	7/03/2019	143.76		034564		
I-26751	Diagnose Check Engine - Unit 9	R	7/03/2019	187.32		034564		
I-26863	Battery Renewal - Unit 41	R	7/03/2019	382.06		034564		
I-26888	Replace Radiator - Unit 46	R	7/03/2019	555.18		034564		
I-26909	Diagnose Check Engine -Unit 15	R	7/03/2019	199.71		034564		
I-26944	Oil Service - Unit 21	R	7/03/2019	121.04		034564		1,589.07
4238	Bryan Rude							
I-787959	Camping Reduction - LCRA	R	7/03/2019	60.00		034565		60.00
4239	Esther Ruiz							
I-801348	Camping Cancellation - LCRA	R	7/03/2019	95.00		034566		95.00
4240	Robert Ruiz							
I-787133	Camping Cancellation - LCRA	R	7/03/2019	85.00		034567		85.00

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04241	Virgilio Sagun Camping Cancellation - LCRA	R	7/03/2019	127.00		034568		127.00
02756	SC Fuels Gas - DO	R	7/03/2019	3,931.77		034569		
	I-1451355-IN Gas & Diesel - LCRA	R	7/03/2019	3,425.23		034569		7,357.00
01345	MICHAEL SHIELDS O&M Crew Meals @ OV Main Valve	R	7/03/2019	135.36		034570		135.36
04242	Lonnie Sims Camping Cancellation - LCRA	R	7/03/2019	85.00		034571		85.00
00725	SMART & FINAL Cups & Cleaner - TP	R	7/03/2019	34.74		034572		34.74
04199	So Cal Trailer Parts & Service Hitch - Unit 52	R	7/03/2019	93.69		034573		
	I-10749 Plugs & Wheel Chock - UT	R	7/03/2019	56.51		034573		150.20
4244	Yesenia Solis Camping Cancellation - LCRA	R	7/03/2019	85.00		034574		85.00
2770	Stoner's One Off Customs Starter Generator - Unit EZ4	R	7/03/2019	557.43		034575		557.43
4243	Julio Sosa Camping Cancellation - LCRA	R	7/03/2019	127.00		034576		127.00
2950	Stantec Consulting Services In Comprehensive Water Res. Plan	R	7/03/2019	62,586.00		034577		62,586.00
0048	STATE OF CALIFORNIA State Water Plan Payment	R	7/03/2019	770,268.00		034578		770,268.00
0047	STATE WATER CONTRACTORS 19-20 Member Dues	R	7/03/2019	32,865.00		034579		32,865.00
4250	Shanon Sulkowski Camping Cancellation - LCRA	R	7/03/2019	20.00		034580		20.00
2703	Sunbelt Rentals Welder Rental - PL	R	7/03/2019	576.45		034581		
	I-90355048-0001 Combo Hitches - UT	R	7/03/2019	215.48		034581		791.93

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1696	SUPERIOR MACHINE							
I-4063	Pipe Cutting - TP	R	7/03/2019	100.00		034582		
I-4065	Flange Face - TP	R	7/03/2019	100.00		034582		200.00
2057	Swank Motion Pictures, Inc.							
I-RG2690331	Movie Rental "Surf's Up" 6/29	R	7/03/2019	423.00		034583		
I-RG2696604	Movie Rental "The Lorax" 7/6	R	7/03/2019	378.00		034583		801.00
2332	Jordan Switzer							
I-062619a	Lab Analyst Grade 1 Fee	R	7/03/2019	120.00		034584		
I-062619b	Water Treatment Course Fee	R	7/03/2019	163.53		034584		
I-062619c	T2 Certification Exam Fee	R	7/03/2019	65.00		034584		348.53
2643	Take Care by WageWorks							
I-9101444	Reimburse Med/Dep Care	R	7/03/2019	85.60		034585		
I-9236176	Reimburse Med/Dep Care	R	7/03/2019	73.59		034585		159.19
4245	Katy Thompson							
I-774282	Camping Cancellation - LCRA	R	7/03/2019	65.00		034586		65.00
4246	David Thoren							
I-792563	Camping Cancellation - LCRA	R	7/03/2019	307.00		034587		307.00
2527	Traffic Technologies LLC							
I-31382	Cones & Vest - UT	R	7/03/2019	481.05		034588		
I-31383	Traffic Sign - UT	R	7/03/2019	45.36		034588		526.41
0364	TRI-COUNTY OFFICE FURNITURE							
I-141320	Office Chair - CONS	R	7/03/2019	893.39		034589		893.39
1662	TYLER TECHNOLOGIES, INC.							
I-025-259070	Content Manager FY 19/20	R	7/03/2019	2,646.58		034590		2,646.58
0436	United States Geological Surve							
I-90731228	Foster Park Gauging Station	R	7/03/2019	15,650.00		034591		15,650.00
0185	Univar USA Inc							
I-LA735019	Bulk Chemicals - WP	R	7/03/2019	897.21		034592		897.21
2113	Ventura County Watershed Prote							
I-050619	Watershed Coordinator	R	7/03/2019	2,600.00		034593		2,600.00
0257	VENTURA RIVER WATER DISTRICT							
I-063019a	Acct#05-37500A	R	7/03/2019	52.76		034594		
I-063019b	Acct#03-50100A	R	7/03/2019	10.00		034594		62.76

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9955	VENTURA WHOLESALE ELECTRIC							
I-243027	Steel, Nylon, Connectors - EM	R	7/03/2019	135.68		034595		
I-249037	Adapters, Plugs, Tape - EM	R	7/03/2019	181.08		034595		316.76
3758	County of Ventura - Fleet Serv							
I-9117-1905	BIT- 282,285,44,68,69,83,88,89	R	7/03/2019	7,273.94		034596		7,273.94
4196	W.M. Lyles Co.							
I-54.9014.L001	Thrust Block OV Main - ENG	R	7/03/2019	26,213.90		034597		
I-54.9014.M001	Thrust Block OV Main - ENG	R	7/03/2019	21,350.92		034597		47,564.82
4247	Carol Warters							
I-784784	Camping Cancellation - LCRA	R	7/03/2019	246.00		034598		246.00
2854	Water Works Engineers, LLC							
I-9722	VTA/CARP Intertie - ENG	R	7/03/2019	51,467.99		034599		
I-9743	Ave 1 PP Pressure Study - ENG	R	7/03/2019	292.23		034599		
I-9776	VTA/CARP Intertie - ENG	R	7/03/2019	5,160.50		034599		56,920.72
0663	WAXIE SANITARY SUPPLY							
I-78373732	Janitorial Supplies - LCRA	R	7/03/2019	3,633.22		034600		3,633.22
4248	Sun Weihux							
I-778719	Camping Cancellation - LCRA	R	7/03/2019	425.00		034601		425.00
0270	Wells Fargo Bank							
I-061019a	Retirement Party Food - MGMT	R	7/03/2019	643.50		034602		
I-061019b	ACWA Webinar - BRD	R	7/03/2019	50.00		034602		
I-061019c	ACWA Region 5 Fee - BRD	R	7/03/2019	45.00		034602		
I-061019d	Website Icon Design - CONS	R	7/03/2019	9.99		034602		
I-061019e	Late Charge - MGMT	R	7/03/2019	50.00		034602		
I-061019f	Finance Charge - MGMT	R	7/03/2019	34.91		034602		833.40
0330	WHITE CAP CONSTRUCTION SUPPLY							
I-10010697548	Diamond Blade - PL	R	7/03/2019	690.66		034603		690.66
0270	Wells Fargo Bank							
I-061019g	AG Manager Ad - MGMT	R	7/03/2019	449.00		034604		449.00
4211	Margrit Deri							
I-797533	Camping Reduction - LCRA	R	7/03/2019	60.00		034605		60.00
4010	CALIFORNIA STATE DISBURSEMENT							
I-CS5201907021552	200000001181291	R	7/03/2019	386.30		034606		386.30

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0102	FRANCHISE TAX BOARD I-G03201907021552 Payroll Deduction	R	7/03/2019	50.00		034607		50.00
0124	ICMA RETIREMENT TRUST - 457 I-DCI201907021552 DEFERRED COMP FLAT	R	7/03/2019	1,438.64		034608		
	I-DI%201907021552 DEFERRED COMP PERCENT	R	7/03/2019	188.59		034608		1,627.23
0985	NATIONWIDE RETIREMENT SOLUTION I-CUN201907021552 457 CATCH UP	R	7/03/2019	230.77		034609		
	I-DCN201907021552 DEFERRED COMP FLAT	R	7/03/2019	5,175.39		034609		
	I-DN%201907021552 DEFERRED COMP PERCENT	R	7/03/2019	366.57		034609		5,772.73
0180	S.E.I.U. - LOCAL 721 I-COP201907021552 SEIU 721 COPE	R	7/03/2019	47.00		034610		
	I-UND201907021552 UNION DUES	R	7/03/2019	824.25		034610		871.25
	I-000201906281542 HENKELS & MCCOY, INC UB REFUND	R	7/03/2019	258.91		034611		258.91
	I-000201906281548 BURKE, LISA UB REFUND	R	7/03/2019	25.33		034612		25.33
	I-000201906281545 DILLON, THOMAS & THE UB REFUND	R	7/03/2019	18.08		034613		18.08
	I-000201906281544 KAHLE, COLLEEN UB REFUND	R	7/03/2019	26.41		034614		26.41
	I-000201906281547 LENEHAN, MARILYN UB REFUND	R	7/03/2019	23.69		034615		23.69
	I-000201906281543 MC GRAW, PARIS UB REFUND	R	7/03/2019	11.98		034616		11.98
	I-000201906281546 TUCKER, RITA UB REFUND	R	7/03/2019	63.86		034617		63.86
	I-000201906281550 CALIENDO, RYAN UB REFUND	R	7/03/2019	4.74		034618		4.74
	I-000201906281551 LAING, KAREN UB REFUND	R	7/03/2019	31.49		034619		31.49

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-000201906281549	MOUNSEY, MICHAEL UB REFUND	R	7/03/2019	10.48		034620		10.48
0014	AQUA-FLO SUPPLY							
I-SI1388767	Adapters - LCRA	R	7/10/2019	49.61		034621		
I-SI1389546	PVC Fittings - UT	R	7/10/2019	38.45		034621		88.06
4255	Luis Arriaga							
I-833378	Day Use Refund - LCRA	R	7/10/2019	10.00		034622		10.00
1666	AT & T							
I-000013253459	Acct#9391064882	R	7/10/2019	1,035.42		034623		1,035.42
0756	BOARD OF EQUALIZATION							
I-063019	Use Tax Return 15300115	R	7/10/2019	256.00		034624		256.00
4036	Brian Brennan							
I-June 19	Reimburse Mileage 6/19	R	7/10/2019	156.80		034625		156.80
1023	CARQUEST AUTO PARTS							
I-7294-620741	Oil Filter - Unit 315	R	7/10/2019	10.51		034626		10.51
4207	Guillermo Ceja							
I-806522	Camping Reduction - LCRA	R	7/10/2019	90.00		034627		90.00
0511	Centers for Family Health							
I-87820	Drug Screening - LCRA	R	7/10/2019	555.00		034628		555.00
1764	DataProse, LLC							
I-DP1901955	UB Mailing 5/19	R	7/10/2019	3,348.21		034629		3,348.21
2544	Department of Justice							
I-391655	Fingerprinting - DO/LCRA	R	7/10/2019	753.00		034630		753.00
0086	E.J. Harrison & Sons Inc							
I-1687	Acct#1C00054230	R	7/10/2019	2,886.69		034631		2,886.69
0093	FEDERAL EXPRESS							
I-6-604-83018	Shipments - ADM	R	7/10/2019	21.36		034632		21.36
0013	FERGUSON ENTERPRISES INC							
I-7620868	Water Heater - LCRA	R	7/10/2019	5,745.10		034633		5,745.10

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0099 I-907244A	FGL ENVIRONMENTAL Nitrate Monitoring 6/4/19	R	7/10/2019	43.00		034634		43.00
0101 I-9483193	FISHER SCIENTIFIC Sodium Metabisulfite - LAB	R	7/10/2019	126.97		034635		126.97
4212 I-821313	Laura Flores Extra Vehicle Refund - LCRA	R	7/10/2019	18.00		034636		18.00
0746 I-507652 I-507707	GREEN THUMB INTERNATIONAL Plants for DO Garden - CONS Mulch for DO Garden - CONS	R R	7/10/2019 7/10/2019	71.64 51.89		034637 034637		123.53
0127 I-201454-1	INDUSTRIAL BOLT & SUPPLY Caps - PL	R	7/10/2019	40.15		034638		40.15
0759 I-062519	LAFCO Apportionment of Net Costs	R	7/10/2019	11,802.00		034639		11,802.00
1270 I-June 19	SCOTT LEWIS Reimburse Expenses 6/19	R	7/10/2019	1,100.23		034640		1,100.23
2658 I-060619	Liebert Cassidy Whitmore Employment Relation Consortium	R	7/10/2019	4,755.00		034641		4,755.00
0151 I-882634 I-883124 I-883940 I-883991 I-884308 I-884885	MEINERS OAKS ACE HARDWARE Chlorine - PL Barricades - LCRA Fittings & Elbows - LCRA Thread & Adapters - LCRA Ball Valves & Fittings - LCRA Flush Lever - LCRA	R R R R R R	7/10/2019 7/10/2019 7/10/2019 7/10/2019 7/10/2019 7/10/2019	8.14 48.78 12.74 43.56 12.73 3.89		034642 034642 034642 034642 034642 034642		129.84
1570 I-467250	Ojai Auto Supply Battery Brush - EM	R	7/10/2019	21.36		034643		21.36
1882 I-063019	OJAI BASIN GROUNDWATER Quarterly Pumping Fee	R	7/10/2019	10,692.50		034644		10,692.50
0168 I-300031129 I-300031130	OJAI VALLEY NEWS CCR Advertisement - LAB CCR Advertisement - LAB	R R	7/10/2019 7/10/2019	20.00 20.00		034645 034645		40.00



ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4256	Martha Olguin							
I-833615	Day Use Vehicle Refund - LCRA	R	7/10/2019	20.00		034646		20.00
3590	Traci Ozuna							
I-July 19	Reimburse Expenses 7/19	R	7/10/2019	182.20		034647		182.20
1439	PRECISION POWER EQUIPMENT							
I-9366	Oil - Unit 315	R	7/10/2019	64.64		034648		64.64
4220	Debbie Rindell							
I-774875	Camping Reduction - LCRA	R	7/10/2019	76.00		034649		76.00
0215	SOUTHERN CALIFORNIA EDISON							
I-062519	Acct#2157697889	R	7/10/2019	8,645.27		034650		
I-062619	Acct#2266156405	R	7/10/2019	198.10		034650		
I-062819	Acct#2210507034	R	7/10/2019	8,412.60		034650		
I-062919	Acct#2210503702	R	7/10/2019	6,161.17		034650		
I-070219	Acct#2237011044	R	7/10/2019	13.38		034650		
I-070319a	Acct#2210505426	R	7/10/2019	1,559.62		034650		
I-070319b	Acct#2210502480	R	7/10/2019	66,631.90		034650		
I-070519	Acct#2312811532	R	7/10/2019	370.63		034650		91,992.67
2643	Take Care by WageWorks							
I-9253511	Reimburse Med/Dep Care	R	7/10/2019	257.27		034651		
I-9265517	Reimburse Med/Dep Care	R	7/10/2019	850.50		034651		1,107.77
3206	U.S. Bank Global Corporate Tru							
I-1436920	Tax Bonds, Series B	R	7/10/2019	1,108,891.19		034652		1,108,891.19
3206	U.S. Bank Global Corporate Tru							
I-5404655	CMWD CFD 2013 1 Ojai 17AB	R	7/10/2019	2,750.00		034653		2,750.00
0234	UNITED WATER CONSERVATION							
I-070319	OAP Refund 2017 & 2018	R	7/10/2019	585.25		034654		585.25
0949	CITY OF VENTURA							
I-070319	OAP Refund 2017 & 2018	R	7/10/2019	1,170.50		034655		1,170.50
0663	WAXIE SANITARY SUPPLY							
I-78380006	Janitorial Supplies - LCRA	R	7/10/2019	58.79		034656		58.79

ENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	206	2,963,019.70	0.00	2,963,019.70
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	640,718.29	0.00	640,718.29
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	212	3,603,737.99	0.00	3,603,737.99
BANK: AP TOTALS:	212	3,603,737.99	0.00	3,603,737.99
REPORT TOTALS:	212	3,603,737.99	0.00	3,603,737.99

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL L FLOOD – GENERAL MANAGER  
**SUBJECT:** SELECTION OF INVESTMENT MANAGEMENT SERVICES  
**DATE:** 07/24/19

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**RECOMMENDATION:**

It is recommended that the Board of Directors consider the presentations given at the Board Meeting and provide direction to staff.

**BACKGROUND AND OVERVIEW:**

The Finance Committee was presented for Investment Management on May 17, 2019 by the following firms:

- U.S. Bank - The District currently has a relationship with U.S. Bank as they are our custodial account for the District's Investments. The cost for Investment Management Services is .10 basis points of the market value of the Investment Portfolio, approximately \$20,000.00 annually depending on the total balance of the Portfolio.
- PFM Asset Management LLC – PFM would also charge .10 basis points with an annual cost of \$20,000.00 up to a balance of \$25,000.00 in the Investment Portfolio, the cost drops to .08 basis points of the market value of the portfolio. PFM would continue to use U.S. Bank as the custodial bank for the Districts Investments.
- Morgan Stanley - Morgan Stanley would not be managing our Investment Portfolio, they would provide information on Investment opportunities and report them to the Chief Financial Officer who would select the investment and manage the portfolio.

Subsequent to this meeting, Morgan Stanley decided they would withdraw from consideration thus only U.S. Bank and PFM will be presenting to the Board of Directors.

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** AWARD OF CONTRACT FOR ROBLES FOREBAY RESTORATION,  
SPEC NO. 19-415  
**DATE:** JULY 24, 2019

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**RECOMMENDATION:**

It is recommended the Board of Directors:

- Relieve Spiess Construction, Inc. from their bid per Public Contract Code Section 5101
- Award a contract to Union Engineering Company, Inc. in the amount of \$1,077,500.00 for the Robles Forebay Restoration, Specification No. 19-415.
- Approve and authorize General Manager to sign a Task Order for environmental services to Rincon Consultants, Inc. in the amount not to exceed \$53,744.00 for the Robles Forebay Restoration.

**BACKGROUND AND DISCUSSION:**

The Thomas Fire and winter storms combined to fill the Robles Forebay with rock, sediment and debris. It is estimated five to six feet of sediment is due to the Thomas Fire and last winter's storms. The project includes restoration of the Forebay capacity by relocating 50,000 cubic yards of material to the downstream side of the timber cutoff wall.

The project is under the jurisdiction of several agencies. Casitas applied for permits from California Department of Fish and Wildlife (CDFW), Los Angeles Regional Water Quality Control Board (LARWQCB) and the US Army Corps of Engineers (USACE). Permits required for project implementation include:

- LARWQCB Section Clean Water Act Section 401 Water Quality Certification
- USACE Clean Water Act Section 404 Individual Permit
- CDFW Lake and Streambed Alteration Agreement
- LARWQCB Form 200 for General Waste Discharge Requirements for Dewatering

Permit applications included sediment sampling (which required separate permits from LARWQCB, USACE and CDFW), biological surveys, Biological Assessment, Biological Evaluation (NMFS), Sediment Management Plan, and Stream Diversion Plan. The District also coordinated with the US Bureau of Reclamation (USBR), US Fish and Wildlife Service, and National Marine Fisheries Service (NMFS). The anticipated construction period is between August 15 and September 30, 2019, if all permits are received.

The project was released for bidding on May 28, 2019. Three addenda were issued during the bid period. The District held a mandatory job walk attended by eight potential bidders. Bids were opened on July 11, 2019. The District received bids from Spiess Construction Co, Inc. (Spiess) and Union Engineering Company, Inc. (Union). Spiess had a math error in Bid Item 2. Using the unit cost as a basis, the corrected bid item resulted in Spiess' bid as the lowest bid. On July 17, 2019, Spiess submitted a letter declaring a clerical error and requesting withdrawal of their bid. The letter from Spiess is included as an attachment. Based on review of the documents, District staff determined the required elements per Public Contract Code Section 5103 exist and Spiess should be relieved of their bid.

A bid summary is shown in Table 1. The bid schedules from each bidder are also included as attachments.

**Table 1 – Bid Summary**

<b>Bid Item</b>	<b>Description</b>	<b>Spiess Construction Co., Inc</b>	<b>Union Engineering</b>
1	Excavate and place 50,000 CY	\$582,000	\$686,000
2	Groundwater treatment and discharge	\$382,950	\$360,000
3	Surface water diversion	\$44,400	\$31,500
<b>Total</b>		<b>\$1,009,350</b>	<b>\$1,077,500</b>

In the event the Forebay area dries out and groundwater and/or surface water are not an issue during the construction period, the associated bid item(s) will not be used.

The District is responsible for:

- Acquiring the necessary regulatory permits from CDFW, LARWQCB, and USACE
- Environmental monitoring
- Water quality sampling and testing
- Project inspection and construction management

Rincon Consultants, Inc. (Rincon) is one of the District's on-call environmental consultants and is assisting the District on this project with permit applications. Permit conditions require environmental monitoring during construction and a proposal was requested from Rincon for this work. The attached proposal from Rincon includes on-site environmental monitoring for 30 working days in an amount not to exceed \$53,744.00

#### **FINANCIAL IMPACT:**

The budget for fiscal year 2019-20 includes \$850,000 in District Maintenance for the Robles Forebay Restoration. Funds are available in the Storm Damage account. The project budget was revised to a total of **\$1,170,000** as shown in Table 2.

**Table 2 – Revised Budget Summary**

<b>Item</b>	<b>Amount</b>
Union Engineering Company, Inc.	\$1,077,500
Permitting and Environmental Monitoring	\$92,500
<b>Total</b>	<b>\$1,170,000</b>

Attachments: Letter from Spiess Construction dated July 17, 2019  
Bidder Proposals  
Rincon Consultants Proposal dated July 12, 2019



AZ #119975 • CA #333989 • NV #0038929

Spiess Construction Co., Inc.

P. O. Box 2849  
Santa Maria, CA. 93457-2849  
(805) 937-5859  
Fax (805) 934-4432

July 17, 2019

Michael L. Flood PE; MPA  
General Manager  
Casitas Municipal Water District  
1055 N Ventura Ave.  
Oak View, CA 93022

Dear Mr. Flood,

Please accept this letter as a notice of clerical error on our bid for the Robles Forebay Restoration project on July, 11, 2019.

The apparent miscalculation on the bid sheet was more than a math error. The error appeared to be an extension of bid item 2 unit price at 60 days instead of the bid schedule 30 days. In fact, we had originally calculated bypass pumping costs at 60 days prior to the issuance of addendum 3. We were aware of addendum 3 and the revised bid schedule but we did not correct the number of days in our ledger sheet calculation of bypass pumping costs. Without checking our bid sheet number of days against the bid schedule days, I input the daily cost and extension from our calculations.

Our problem is that the bypass pumping filtering equipment has a hard mobilization, setup, demobilization and filter media cost of \$285,000.00. We amortized this cost across the 60 day figure to establish our daily unit price. While our daily costs would survive the reduction to half, our hard costs would remain the same creating a \$142,500.00 error.

We did endeavor to find a way to make the project work before making this declaration but have been unable to reconcile the difference. As explained above, the situation does meet the criteria for a mistake in bid as described in the California Public Contract Code, Section 5100. We must regrettably request our bid be withdrawn as a mistake in bid did occur. Had we correctly revised our bid from lump sum to unit price as required by the Addendum, it would have been higher than the second low bidder's bid for the contract as advertised. All things considered, we are requesting the District take no action against our bid bond.

Regards,

Frank Forthun, AVP  
Spiess Construction Co., Inc.

**PROPOSAL  
ROBLES FOREBAY RESTORATION  
SPECIFICATION NO. 19-415**

TO: Casitas Municipal Water District  
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The Bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, Bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said Bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The Bidder declares they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; they propose and agree, in the event their bid as submitted in the attached Bid Schedule be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and they will accept in full payment therefore the amount named in said Bid Schedule.



The Bidder further declares the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: 10 JULY 2019

SPIESS CONSTRUCTION Co., INC.

Bidder

(Corporate Seal)

By: 

Title: SCOTT A. COLEMAN, PRESIDENT

Telephone No. 805-937-5859

Corporation organized under the laws of the State of

CALIFORNIA

Bidder's post office address:

P.O. BOX 2849

SANTA MARIA, CA 93457

Contractor's License Number:

333969

Date of Expiration: 5-31-20

Surety or Sureties agreeing to furnish bond:

TRAVELERS CASUALTY &

SURETY Co. of AMERICA

Names and addresses of all members of the partnership, or names and titles of all officers of the corporation:

SCOTT A. COLEMAN, PRESIDENT

BARRY L. MATCHETT, V.P.

FRANK L. FORTMUN, A.V.P.

**BID SCHEDULE**

**ROBLES FOREBAY RESTORATION  
SPECIFICATION NO. 19-415**

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The Bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

Bid Item #	Quantity	Unit	Description & Price in Words	Unit Price	Amount \$
1	N/A	1	Excavate 50,000 cubic yards of material and place material in designated areas, debris removal and disposal, grading, complying with requirements of permitting agencies, and all other related or appurtenant work thereto for the <b>lump sum price</b> of <u>Five hundred, eighty-two thousand Five hundred</u> Dollars	LS	\$582,500. <sup>00</sup>
2	30	day	Provide <b>groundwater dewatering, treatment and discharge, of 620 gallons per minute (gpm)</b> at project location for the <b>unit cost price</b> of <u>twelve thousand Seven hundred, Sixty-five</u> Dollars per day	Unit Cost \$12,765. <sup>00</sup>  / Day	\$765,900. <sup>00</sup>
3	N/A	1	Provide <b>surface water diversion</b> for the project for the <b>lump sum price</b> of <u>Forty-four thousand Four hundred</u> Dollars	LS	\$44,400. <sup>00</sup>

**TOTAL BID AMOUNT (Items 1 -3) \$** 1,392,800.<sup>00</sup>  
(Figures)

One million, three hundred ninety-two thousand eight hundred dollars  
(Words)

MATH ERROR  
ON BID # 2  
SPRESS TOTAL BID  
\$1,009,350<sup>00</sup>

The above quantities are based on a lump sum price; measurement and payment for each bid item per Part D of specifications. Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands the District reserves the right to reject any or all bids, and to waive any formalities in the bidding. Pursuant to and in compliance with the Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a conformity with the plans and specifications and other contract documents, including Addenda Nos. 1, 2, 3, and     , for the prices hereinafter set forth.

Date: 10 JULY 2019

BIDDER: SPIESS CONSTRUCTION Co., INC.

By: 

Title: SCOTT A. COLEMAN, PRESIDENT

License No. 333989 Expiration Date: 5-31-20

License Classifications: A, B, C33, C27 DIR No. 1000003665

Telephone No: 805-937-5859 Cell No: N/A

Fax No: 805-934-4432 Email: info@sccitanks.com

Address: P.O. BOX 2849

SANTA MARIA, CA 93457

(CORPORATE SEAL)



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### BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will perform.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor <i>Pure effect</i>		Portion of Work <i>Dewatering (portion)</i>
Location and Place of Business <i>Fullerton CA</i>		DIR No <i>1000004972</i>
License No. <i>825682</i>	Expiration Date: <i>10/21/19</i>	Phone <i>(714) 495-4313</i>
Subcontractor <i>Weaver Grading</i>		Portion of Work <i>Diversion</i>
Location and Place of Business <i>Beaverton CA</i>		DIR No. <i>1000015133</i>
License No. <i>703974</i>	Expiration Date: <i>3/31/21</i>	Phone <i>(503) 845-1222</i>
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )

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**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we Spieess Construction Co., Inc.

\_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL,

and Travelers Casualty and Surety Company of America

\_\_\_\_\_  
\_\_\_\_\_ as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

Ten Percent (10%) of the Total Amount Bid---

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415** which bids are to be opened at the office of Casitas Municipal Water District on **Thursday, July 11, 2019 at 11:00 a.m.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



Bidder's Bond (Continued)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 2019.

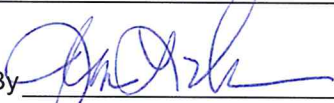
Spiess Construction Co., Inc.

Principal

By   
SCOTT A. COLEMAN, PRESIDENT

(SEAL)

Travelers Casualty and Surety Company of America

By   
Jean L. Neu, Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara )

On JUL - 5 2019 before me, Erin Bautista, Notary Public  
(insert name and title of the officer)

personally appeared Jean L. Neu,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Erin Bautista*

(Seal)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jean L. Neu, of San Mateo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **July**, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**NON-COLLUSION DECLARATION  
(MUST BE SUBMITTED WITH BID)**

The undersigned declares:

I am the PRESIDENT of SPIESS CONSTRUCTION CO., INC.,  
(Title) (Company)

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10 JULY 2019,  
(Date)

at SANTA MARIA, CALIFORNIA.  
(City) (State)

  
\_\_\_\_\_  
SCOTT A. COLEMAN, PRESIDENT





ADDENDUM NO. 1

Date of Issue: May 22, 2019

To all prospective Bidders on the Work titled:

**ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415**

The Drawings and Project Manual including Specifications are modified as follows. This Addendum forms a part of the Contract Documents and modifies the original documents dated May 17, 2019.

Acknowledge receipt of this Addendum in the space provided and in the Bidder's Proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 1 page and no attachments.

Item AD1-1

Notice Inviting Bids:

On page 2 of the Notice Inviting Bids, replace with the following paragraph:

**A mandatory pre-bid conference is scheduled for Thursday, June 13, 2019 at 3:00 p.m. at which time all Bidders are invited to discuss the work under this proposal. Meet at the entrance gate to the Robles Diversion Facility, at the north end of Rice Road, Ojai, California. Proposals from contractors who have not performed a job walk will not be accepted. A complete bid package (plans and specifications) may be examined and downloaded free of charge from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>.**

**Acknowledgement:**

By signature below, Bidder acknowledges Addendum No. 1.

Signed:   
SCOTT A. COLEMAN, PRESIDENT

END OF ADDENDUM NO. 1



ADDENDUM NO. 2

Date of Issue: June 18, 2019

To all prospective Bidders on the Work titled:

**ROBLES FOREBAY RESTORATION, SPECIFICATION NO. 19-415**

The Drawings and Project Manual including Specifications are modified as follows. This Addendum forms a part of the Contract Documents and modifies the original documents dated May 17, 2019.

Acknowledge receipt of this Addendum in the space provided and in the Bidder's Proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages and one attachment.

Item AD2-1

Cover Sheet:

Replace the last paragraph with the following:

Bids will be received at the office of Casitas Municipal Water District, 1055 Ventura Avenue, Pak View, California 93022 until **11:00 a.m. on Tuesday, July 9, 2019.**

Item AD2-2

Notice Inviting Bids:

On page 1 of the Notice Inviting Bids, replace the first paragraph with the following:

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **11:00 a.m. on Tuesday, July 9, 2019** at the office of the District, 1055 Ventura Avenue, Oak View, California 93022, at which time they will be opened and publicly read aloud.

Item AD2-3

Instructions to Bidders:

On page 6 Pre-Bid Information Requests, replace the fourth sentence with the following:

All questions shall be submitted in writing by **3:00 p.m. on Friday, June 28, 2019.**


Item AD2-4

Bidder's Bond:

Replace with the attached Bidder's Bond.

**Acknowledgement:**

By signature below, Bidder acknowledges Addendum No. 2.

Signed:   
SCOTT A. COLEMAN, PRESIDENT

Attachment: Bidder's Bond

END OF ADDENDUM NO. 2



ADDENDUM NO. 3

Date of Issue: July 3, 2019

To all prospective Bidders on the Work titled:

**ROBLES FOREBAY RESTORATION, SPECIFICATION NO. 19-415**

The Drawings and Project Manual including Specifications are modified as follows. This Addendum forms a part of the Contract Documents and modifies the original documents dated May 17, 2019.

Acknowledge receipt of this Addendum in the space provided and in the Bidder's Proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 4 pages and five attachments.

Item AD3-1

Cover Sheet:

Replace the last paragraph with the following:

Bids will be received at the office of Casitas Municipal Water District, 1055 Ventura Avenue, Pak View, California 93022 until **11:00 a.m. on Thursday, July 11, 2019.**

Item AD3-2

Notice Inviting Bids:

On page 1 of the Notice Inviting Bids, replace the first paragraph with the following:

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **11:00 a.m. on Thursday, July 11, 2019** at the office of the District, 1055 Ventura Avenue, Oak View, California 93022, at which time they will be opened and publicly read aloud.

Item AD3-3

Bidder's Bond:

Replace with the attached Bidder's Bond.

Item AD3-4

RFI Question #1:

Can the radial gates be opened or closed, if need be for construction?

RFI Answer#1:

Assume gates must remain closed during construction.

Item AD3-5

RFI Question #2:

Please provide elevations for the inlets to the fish ladder.



RFI Answer #2:

Drawings for the fish ladder are posted to the District's website.

Item AD3-6

RFI Question #3:

Per the Surface Water Diversion Plan –What specific agencies have jurisdiction?

RFI Answer #3:

The Regional Water Quality Control Board (RWQCB) has jurisdiction. CMWD prepared the attached Stream Diversion Plan for the Robles Forebay Restoration and has submitted to RWQCB for approval. The RWQCB has 30 days to respond and it is anticipated approval will be received in time for the Contractor to implement the Stream Diversion Plan within the project timeframe.

Item AD3-7

RFI Question #4:

Per the Groundwater Water Discharge Permit – Due to time constraints, has CMWD applied for the permit?

RFI Answer #4:

CMWD performed water quality sampling for groundwater and surface water and has received only limited laboratory results to date. Upon receipt of all water quality sampling results, CMWD will submit a Notice of Intent (NOI) to the RWQCB for Discharge of Groundwater to Surface Water. For the purposes of bidding, use the following information:

Estimated pumping volume:

Conservative volumetric estimates for dewatering pumping were calculated using surface water discharge based on the 2018-19 water year, historic hydrology records, and understanding of the local hydrogeology. The estimated discharge volume of groundwater is approximately 485,000 to 1,292,000 gallons per day (337 – 898 gallons per minute), with an estimated average of 889,000 gallons per day (617 gallons per minute).

Treatment requirements:

Based on available analytical data, treatment is required for DEHP [Di(2-ethylhexyl) phthalate], in accordance with the General Permit (Order R4-2018-0125). Assume treatment is required for the pending analytes (metals and miscellaneous pollutants). The attached list of analytes (part of the NOI) compares the analytical results to the General Permit screening levels. Note the blanks in the quantitation column, which identifies the pending analysis. Also attached is a draft figure to present the approximate intake and discharge locations as well as the planned treatment system location (these locations were chosen based on site knowledge, but are subject to change based on site conditions and project needs).

Item AD3-8

Notice Inviting Bids:

On Page 9, Replace Bid Schedule with the attached Bid Schedule.

Item AD3-9

Part C Special Conditions:

On Page 74, replace sections 12. (f) and (g) with the following:

(f) In the event surface water is present, the Contractor is required to implement the approved water diversion plan the District has obtained from the Regional Water Quality Control

Board (RWQCB). The District will conduct the water sampling and testing. Once water is successfully being diverted with no impact on water quality, the Contractor can begin work.

(g) In the event groundwater is present, the Contractor is required to dewater the site. The groundwater must be treated and discharged downstream. The District expects to have a groundwater discharge permit by the time construction begins. The Contractor shall be expected to treat up to 620 gallons per minute and treat for full range of pollutants (list of Analytes attached). The District will conduct the water sampling and testing. The District will notify the Contractor in writing when the water is acceptable to discharge. Once water is successfully discharged with no impact on water quality, the Contractor can begin work.

Item AD3-10

Part D Measurement & Payment:

On Page 76, replace Section 6. (d) Bid Item No. 2 Groundwater Dewatering, Treatment and Discharge with the following:

- (1) Measurement shall be based on a Unit Cost basis for the treatment and discharge of groundwater at the rate of **620 Gallons Per Minute (GPM)** in a 24 hour period (1 day). Payment based upon such measurement shall constitute full compensation for: installing the system; controlling, treating and discharging groundwater; permit/agreement requirements; maintenance of system during the project; the complete removal and disposal of the system at the conclusion of the project; and all other related or appurtenant work and actions to meet the requirements of the permit conditions.
- (2) In the event the District terminates the Contract, measurement shall be based on a field survey that shall be converted to a number of whole days for the work performed by the Contractor associated with dewatering, treating and discharging of groundwater. Payment shall be based on the number of whole days, as determined by the measurement applied to the unit cost for Bid Item No. 2 provided by the Contract proposal. Payment based on said measurement shall constitute full compensation for completed work specified for Bid Item No. 2.

Item AD3-11

Part D Measurement & Payment:

On Page 76 and 77, replace section 6. (e) Bid Item No. 3 Surface Water Diversion with the following:

- (1) Measurement shall be based on a lump sum basis. Payment based upon such measurement shall constitute full compensation for controlling surface water, permit/agreement requirements, all other related or appurtenant work and actions to meet the requirements of the permit conditions, maintenance of system during the project and the complete removal and disposal of the system at the conclusion of the project.
- (2) In the event the District terminates the Contract, measurement shall be based on a field survey measurements that shall be converted to a number of whole days of work performed by the Contractor for work to divert surface water. Payment shall be based on the whole number of days, as determined by the measurement applied to the total lump sum bid cost for Bid Item No. 3 provided by the Contract proposal. Payment based on said measurement shall constitute full compensation for completed work specified for Bid Item No. 3.

**Acknowledgement:**

By signature below, Bidder acknowledges Addendum No. 3.

Signed:   
SCOTT A. COLEMAN, PRESIDENT

- Attachments:
- 1 - Bidder's Bond
  - 2 - Stream Diversion Plan for Robles Forebay Restoration
  - 3 - List of Analytes
  - 4 - Draft Exhibit for Intake and Discharge Locations
  - 5 - Bid Schedule

END OF ADDENDUM NO. 3

**PROPOSAL  
ROBLES FOREBAY RESTORATION  
SPECIFICATION NO. 19-415**

TO: Casitas Municipal Water District  
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The Bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, Bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said Bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The Bidder declares they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; they propose and agree, in the event their bid as submitted in the attached Bid Schedule be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and they will accept in full payment therefore the amount named in said Bid Schedule.

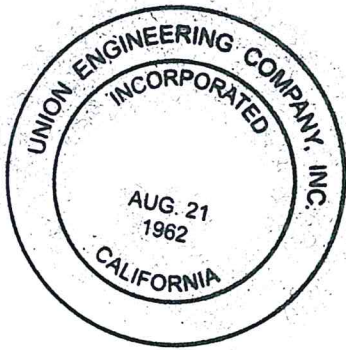
The Bidder further declares the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: July 2, 2019

Union Engineering Company, Inc.

Bidder

(Corporate Seal)



By: 

Carly Ford

Title: Secretary/Treasurer

Telephone No. (805) 644-3373

Corporation organized under the laws of the State of

California

Bidder's post office address:

PO Box 1000

Ventura, CA 93002-1000

Contractor's License Number:

212942

Date of Expiration: 02/28/2021

Surety or Sureties agreeing to furnish bond:

Western Surety Company

915 Wilshire Blvd #1650

Los Angeles, CA 90017

(213) 452-5961

Names and addresses of all members of the partnership, or names and titles of all officers of the corporation:

Ernest L Ford - President

Becky Elkins - CEO

Carly Ford - Vice President

Carly Ford - Secretary/Treasurer

**BID SCHEDULE**

**ROBLES FOREBAY RESTORATION  
SPECIFICATION NO. 19-415**

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The Bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

Bid Item #	Quantity	Unit	Description & Price in Words	Unit Price	Amount \$
1	N/A	1	Excavate 50,000 cubic yards of material and place material in designated areas, debris removal and disposal, grading, complying with requirements of permitting agencies, and all other related or appurtenant work thereto for the <b>lump sum price</b> of _____ <u>Six hundred Fifty Six Thousand Dollars + no cents</u> _____ Dollars	LS	\$ 686,000-
2	30	day	Provide <b>groundwater dewatering, treatment and discharge, of 620 gallons per minute (gpm)</b> at project location for the <b>unit cost price</b> of _____ <u>TWENTY THOUSAND DOLLARS + NO CENTS</u> _____ Dollars per day	Unit Cost \$ 12,000-  / Day	\$ 360,000-
3	N/A	1	Provide <b>surface water diversion</b> for the project for the <b>lump sum price</b> of _____ <u>THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS + NO CENTS</u> _____ Dollars	LS	\$ 31,500-

**TOTAL BID AMOUNT (Items 1 -3) \$** \$ 1,077,500-  
**(Figures)**

ONE MILLION SEVENTY SEVEN THOUSAND FIVE HUNDRED  
DOLLARS + NO CENTS  
**\_(Words)**

The above quantities are based on a lump sum price; measurement and payment for each bid item per Part D of specifications. Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands the District reserves the right to reject any or all bids, and to waive any formalities in the bidding. Pursuant to and in compliance with the Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a conformity with the plans and specifications and other contract documents, including Addenda Nos. 1, 2, 3, and     , for the prices hereinafter set forth.

Date: July 2, 2019

**BIDDER:** Union Engineering Company, Inc.

By: 

Title: Carly Ford  
Secretary/Treasurer

License No. 212942 Expiration Date: 02/28/2020

License Classifications: A, C27 DIR No. 1000006750

Telephone No: (805) 644-3373 Cell No: (805) 644-3377

Fax No: (805) 644-3380 Email: unioneng@att.net

Address: PO Box 1000

Ventura, CA 93002-1000

(CORPORATE SEAL)







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**BIDDER'S STATEMENT OF SUBCONTRACTORS**

The Bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will perform.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )
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Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ( )

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**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we Union Engineering Company, Inc.

\_\_\_\_\_, as PRINCIPAL,

and Western Surety Company

\_\_\_\_\_, as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of Bid

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **ROBLES FOREBAY RESTORATION SPECIFICATION NO. 19-415** which bids are to be opened at the office of Casitas Municipal Water District on **Thursday, July 11, 2019 at 11:00 a.m.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Bidder's Bond (Continued)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of  
July \_\_\_\_\_, 2019.



Union Engineering Company, Inc.

Principal

By

Carly Ford, Secretary/Treasurer

Western Surety Company

By

(SEAL)

Joni Boole, Attorney In Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

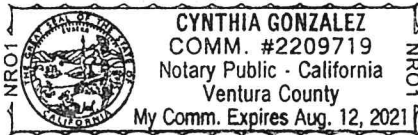
State of: California  
County of Ventura

On 7/8/2019 before me, Cynthia Gonzalez, Notary Public,  
personally appeared Joni Boole

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cynthia Gonzalez  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS  LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Achara Trujillo, Sherrie H Offdenkamp, Mike Melshenker, Jarel Guerrero, Cynthia Gonzalez, Joni M Boole, Individually**

of Ventura, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2019.



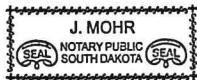
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of March, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

July 12, 2019  
Project No: 19-07445

Julia Aranda  
Engineering Manager  
Casitas Municipal Water District  
1055 Ventura Ave  
Oak View, CA 93022  
Via email: [jaranda@casitaswater.com](mailto:jaranda@casitaswater.com)

**Subject: Amendment Request (Amendment 4), Casitas Municipal Water District: Environmental Support for the Robles Diversion Forebay Restoration Project, Ventura County, California**

Dear Ms. Aranda:

Rincon Consultants, Inc. (Rincon) is pleased to submit this amendment request (Amendment 4) to Casitas Municipal Water District (Casitas) to provide additional environmental support services for the Robles Diversion Forebay Restoration Project (Project), during the Construction Phase of the project. This proposal describes our understanding of the Project, proposed scope of work, schedule, and proposed cost.

## Project Background and Understanding

We understand that sediment has accumulated within the forebay at the Robles Diversion. Casitas plans to remove the sediment in August 2019 to protect the facility and maximize diverted water during the winter storm season.

Rincon prepared a Notice of Exemption (NOE) pursuant to Section 15301 of the State CEQA Guidelines, which was approved by the Casitas Board of Directors on May 8, 2019. Rincon prepared a Biological Assessment (BA) to support the United States Bureau of Reclamation (Reclamation) with the federal Endangered Species Act (ESA) Section 7 consultation process with the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). We understand that Reclamation has not concluded the informal consultations with the federal agencies. The consultations will need to be completed before the United States Army Corps of Engineers (USACE) can issue the Clean Water Act Section 404 permit. We are currently working to revise the Biological Evaluation document to be used for the consultation with NMFS that was sent to us by Scott Lewis (Casitas) on July 12, 2019 to address comments from Reclamation. We understand that a separate Biological Evaluation has been prepared by Reclamation for consultation with USFWS, and are awaiting Reclamation's comments. Once we receive Reclamations comments on the USFWS Biological Evaluation, comments will be addressed, and we will send Casitas both documents. These Biological Evaluations should be sent to USFWS and NMFS as soon as possible so that the agencies can complete informal consultation, and USACE can draft an Environmental Assessment (EA) and issue the 404 permit. USACE will require 3-4 weeks to complete the EA from the time that consultations conclude.





Amendment 4 details the tasks to be implemented prior to and during construction associated with the Project, in accordance with the Avoidance and Minimization Measures (AMMs) outlined in the Biological Assessment (April 2019) prepared by Rincon. At this time, the resource agencies (California Department of Fish and Wildlife [CDFW], Los Angeles Regional Water Quality Control Board [LARWQCB], and USACE) have not issued permits for the Project. Therefore, this scope of work does not include requirements of the pending permits. If the resource agencies specify additional requirements in their permits, those additional requirements will be covered as tasks under a separate scope and cost, at your request.

Therefore, per your request, Rincon prepared a scope of work to comply with the AMMs identified below:

- Worker Environmental Awareness Program (BA BIO-2/BRA AMM-1)
- Pre-construction Wildlife Survey (BA BIO-3/BRA AMM-7)
- Steelhead Pre-construction Survey (BA BIO-4/BRA AMM-3)
- California Red-legged Frog Pre-construction Survey (BA BIO-16/BRA AMM-2)
- Nesting Bird Pre-construction Survey (BA BIO-18/BRA AMM-8)
- Noxious Vegetation Survey (BA BIO-18/BRA AMM-8)
- Biological Monitoring (BA BIO-5/BRA AMM-4)

## Scope of Work

### Task 1. Project Management, Meetings, and QA/QC

Under Task 1, we will provide overall project management and coordination. The Rincon PM will be available to attend project meetings, including one site meeting with Casitas and one progress meeting/conference call. The Rincon PM will review all permits as they are received and determine if additional tasks, outside of the work scope specified below, will be required. The PM will communicate out-of-scope tasks to Casitas immediately and will provide a separate scope and cost to perform additional tasks to ensure compliance with the project permits. The Rincon PM will provide QA/QC on all deliverables prior to submittal to Casitas. The Rincon PM is available to attend other meetings on request to be billed on a time and materials basis in accordance with the fee schedule provided. We have budgeted approximately 10% of the total labor budget for Tasks 2-9 to execute management of this project.

### Task 2. Worker Environmental Awareness Program (BA BIO-2/BRA AMM-1)

Per the BA BIO-2/BRA AMM-1, all personnel associated with project construction are required to attend a Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist, to aid workers in recognizing special status biological resources potentially occurring in the project area. This training will include information on the biology and ecology of California red-legged Frog (CRLF; *Rana aurora draytonii*), least Bell's vireo (LBVI; *Vireo belli pusillus*), southern California Coast steelhead Distinct Population Segment (steelhead; *Oncorhynchus mykiss irideus* pop. 10), southwestern willow flycatcher (SWFL; *Empidonax traillii extimus*), critical habitat for SWFL and steelhead, and other species protected under the ESA (16 United States Code Section 1531 et seq.).



The WEAP training will include education for noxious weeds in accordance with BA BIO-19 /BRA AMM-5. Contractors will be trained on weed identification and the importance of controlling and preventing the spread of noxious weed infestations.

The specifics of this program shall include identification of sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employees, and other personnel involved with construction of the project. All employees shall sign a form provided by the trainer documenting they have attended the WEAP and understand the information presented to them. The crew foreman shall be responsible for ensuring crew members adhere to the guidelines and restrictions designed to avoid impacts to sensitive species.

Under this task, one Rincon qualified biologist will prepare training materials and facilitate one training program to all personnel who will be on site during the subject Projects. The training will be facilitated at the Casitas office, and will be attended by the construction crew. We assume up to 4 hours will be required to facilitate the training (including mobilization to the office location).

### Task 3. Pre-Construction Wildlife Surveys (BA BIO-3/BRA AMM-7)

Immediately prior to construction, a qualified wildlife biologist will conduct preconstruction survey in all portions of the access and construction area, particularly those that have natural vegetation. The biologist conducting the survey shall document existing conditions and search for special-status species, including the four federally listed species (CRLF, LBVI, steelhead, and SWFL). If any of the four federally listed species are detected in or near the project area, Rincon will notify Casitas immediately. We assume that Casitas will notify the appropriate resource agency (NMFS or USFWS), and actions will be taken, as specified in permit conditions (pending). We assume that Casitas will also notify Reclamation so that the agency can re-initiate consultation with USFWS or NMFS, if appropriate. Results of the survey will be summarized in an email and sent to Casitas. The results of the survey will also be documented in the Final Compliance Report (Task 9).

We have assumed that one Qualified Biologist will conduct the survey for a day rate of \$930/day.

### Task 4. Steelhead Pre-Construction Surveys (BA BIO-4/BRA AMM-3)

For avoidance of effects to steelhead, as deemed appropriate by the Casitas Fisheries Program Manager, we assume that Casitas staff will conduct a "bank" and/or snorkel survey at the Project site for steelhead prior to the commencement of the sediment removal and spreading activity. If any steelhead individuals are observed, we assume that further consultation with NMFS will be conducted to determine the course of action before proceeding with work.

Rincon has not included staff time to assist with this survey. If Casitas would like support conducting the steelhead survey, a Qualified Fisheries Biologist can be provided for a day rate of \$930/day.

### Task 5. CRLF Pre-Construction Surveys (BA BIO-16/BRA AMM-2)

Prior to ground disturbing activities within the forebay area, Qualified Biologist, Steve Howard, will conduct surveys to confirm there are no CRLF at the Project site. Per USFWS guidance (USFWS 2005) and because site specific conditions may warrant modifications to the timing of survey periods for CRLF,



approval for modified survey from USFWS must be obtained by Casitas, their contractor(s), consultants, or representative(s) prior to conducting the planned surveys in accordance with the methods outline in Appendix E of the BA. We assume that USFWS will authorize the modified survey methods proposed in the BA during consultation with Reclamation. We assume that USFWS will approve Steve Howard, Peter Gaede, Danielle Yaconelli, and Monica Jacinto to conduct the required surveys. Rincon will submit resumes for these staff members to Casitas to submit to USFWS for approval prior to initiation of the surveys.

Mr. Howard and one additional USFWS-approved biologist will conduct two daytime presence/absence surveys and two nighttime presence/absence surveys. The surveys will be conducted within one-mile upstream and downstream of the forebay are. In addition to the two presence/absence surveys, and additional confirmation nighttime survey will be conducted on the night before the start of the sediment and debris removal activities. The goal of the daytime surveys is to look for breeding adults, larvae (tadpoles), and/or egg masses. The goal of the nighttime surveys is to look for sub-adults or adults within the same reach using eye-shine to document presence.

The additional single confirmation nighttime survey will be performed the night before implementation of the sediment and debris removal activities. The objective of this survey is to confirm the results of the previous surveys.

If CRLF are observed during the surveys, Rincon will notify Casitas immediately, and we assume that Casitas will notify USFWS as soon as possible; in any event, within one work-day, notification will be made to biological staff at the USFWS Ventura Field Office (805) 644-1766 and also to U.S. Bureau of Reclamation biological staff at telephone (559) 262-3000. Further consultation with the agencies will be conducted to determine the course of action before proceeding with work.

Following completion of the initial presence/absence surveys, Rincon will provide Casitas with a draft survey report summarizing our findings, to be sent to USFWS. The results of the final night survey will be added to the draft report and submitted to Casitas to send to USFWS following the confirmation night survey.

Rincon has included staff time for two Qualified Biologists to conduct up to 5 surveys (2 daytime surveys, two nighttime surveys, and one additional nighttime survey), and prepare the draft survey report. We have assumed that 5 hours will be required to complete each survey, with two biologists (10 total hours of staff time per survey), and 12 hours of staff time will be required to complete the draft survey findings report. The report will be sent to Casitas within **three days** of conducting the two daytime presence/absence surveys and two nighttime presence/absence surveys, and will include survey results and field data sheets. The results of the final night survey will be added to the draft report within **2 days** of completing the confirmation night survey, and submitted to Casitas to send to USFWS.

## Task 6. Nesting Bird Surveys (BA BIO-18/BRA AMM-8)

Under this task, a Rincon qualified biologist will conduct a pre-construction nesting bird survey no more than seven days prior to initiation of ground disturbance and vegetation removal activities. Although presence is unlikely, special emphasis shall be placed on potential occurrences of nests of SWFL and LBVI. The nesting bird pre-construction survey will be conducted on foot and should include the entire area of disturbance, plus a 500-foot buffer around the site. Inaccessible areas (e.g., private lands) will be surveyed from afar using binoculars to the extent practical. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work



activity, and existing disturbances associated with land uses outside of the site) will be determined and demarcated by the biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground-disturbing activities shall occur inside this buffer until the avian biologist has confirmed that breeding/ nesting is complete and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. Results of the survey will be summarized in an email and sent to Casitas. The results of the survey will also be documented in the Final Compliance Report (Task 9).

We have budgeted for up to one nesting bird survey to be conducted by a Qualified Biologist for a day rate of \$930/day.

### Task 7. Noxious Vegetation Survey (BA BIO-18/BRA AMM-8)

Prior to commencement of construction activities (including mobilization and staging of materials), a Qualified Biologist will assist Casitas and/or Casitas' contractor to identify any noxious vegetation along access routes and within the project area. Rincon will flag noxious weeds requiring removal. Rincon assumes that the contractor will be responsible for removing noxious weeds from the work area prior to mobilization. However, Rincon can assist with weed removal, upon request. Therefore, we have included one additional day in the budget for one biologist to assist with weed removal. Noxious vegetation shall be disposed of in a manner and at a location that will prevent its re-establishment. Whenever possible, noxious species will be removed by hand or by hand-operated power tools, rather than by chemical means. Where control of noxious vegetation is required, and chemical use is necessary, only those herbicides such as Rodeo (Glyphosate) that are approved for aquatic use shall be used.

We have budgeted for two days of biological monitoring support to assist with identification of noxious weeds, and the removal of noxious weeds identified. One Qualified Biologist will perform the noxious weed survey, and assist with the removal of noxious weed, in coordination with the contractor and/or Casitas for a day rate of \$930/day.

### Task 8. On-site Biological Monitoring (BA BIO-5/BRA AMM-4)

A qualified biological monitor will be on site during all project operations that involve installation and removal of the water diversion, de-watering of the work area, exposed (excavated) work areas, and work within sensitive habitat areas where sensitive species may be present. After the previously specified work activities have been completed that require a monitor to be onsite the monitor will then remain on site for the remainder of the project (as work occurs in the Ventura River) for no less than two days per week, for a minimum two-hour period per day. Dependent upon work conditions and/or prolonged project activities, Casitas may discuss a potential decrease in biological monitoring with the USFWS, NMFS, and CDFW. Biological monitoring will be documented on Daily Field Logs which will be compiled as an appendix in the Final Compliance Report (Task 9).

We have budgeted for up to 30 days of biological monitoring to be conducted by a Qualified Biologist for a day rate of \$930/day.

### Task 9. Final Compliance Reporting



Rincon will document Casitas' compliance with the AMMs specified in the BA (including BA BIO-6 Staging of Equipment, BIO-7 Pollutant Management, BIO-8 Material Storage, BIO-9 Tracking Loose Material, BIO-10 Pollution Prevention, BIO-11 Site Materials and Refuse Management, BIO-12 Re-Fueling and Maintenance, BIO-13 Responding to Spilled Materials, BIO-14 Avoidance of Rain Events, BIO-15 Best Management Practice to Prevent Erosion, BIO-17 Speed Limits, and BIO-19 Noxious Weeds), and the conditions and requirements set forth in the resource agency permits for the subject project, in one final report. Rincon will summarize the results of the pre-construction surveys conducted in the report (Tasks 3-7). Rincon will prepare a final construction (biological monitoring) report for submittal to Casitas within two (2) weeks of Project completion. Rincon will provide an electronic draft of this report to Casitas for review. The report will include pre-project and post-project photographs taken from established photo points. Rincon assumes electronic and one (1) hard copy submittal of final the monitoring report. We expect the post-construction monitoring report will require approximately 30 hours of staff time to complete.

## Assumptions

In addition to the assumptions identified above, several assumptions have been utilized in characterizing this scope of work and associated budget. Should any of these assumptions need to be adjusted during execution of the project, the scope and budget may need to be expanded.

- Day rate of \$930/day includes one Qualified Biologist, for an 8-hour day on-site, travel to and from the site, and vehicle expense.
- We assume that USFWS will authorize the modified survey methods proposed in the BA during consultation with Reclamation.
- We assume that USFWS will approve Steve Howard, Peter Gaede, Danielle Yaconelli, and Monica Jacinto to conduct the required CRLF surveys. Rincon will submit resumes for these staff members to Casitas to submit to USFWS for approval prior to initiation of the surveys.
- During spoil removal, a Casitas Fisheries staff Biologist or Technician will be on site to monitor activities and be available to identify any potential listed species that are encountered. The biological monitor shall have the authority to halt work activities. If CRLF is determined to be present at the site during sediment removal activities, these activities may not resume until USFWS is notified and a means to move forward is determined (in accordance with the modified survey protocol, Appendix E in the BA)
- Rincon assumes that the steelhead pre-construction survey will be completed by Casitas staff, and results of the surveys will be submitted to Rincon following the surveys to be incorporated into the Final Compliance Report.
- Surface water quality sampling and reporting will be completed by Casitas staff in accordance with the CWA Section 401 Water Quality Certification to be issued by the LARWQCB for the project.
- Ground water sampling and reporting will be completed by Casitas staff in accordance with the Waste Discharge Requirements (WDRs) permit to be issued by the LARWQCB for the project.
- The contractor and/or Casitas will accompany a Qualified Biologist during the noxious vegetation survey.



- Casitas and/or the contractor will perform all noxious weed removal prior to the commencement of construction.
- We assume negative findings for all pre-construction surveys conducted.
- In accordance with BA BIO-19/BRA AMM-5, Casitas will be required to perform a follow-up inventory of the construction area following completion of construction activities to verify construction activities have not resulted in the introduction of new noxious weed infestations; and if new noxious weed infestations are located during the follow-up inventory, the appropriate resource agency shall be contacted to determine the appropriate species-specific treatment methods for removal and the noxious vegetation shall be removed. Our scope and cost do not include follow up surveys for noxious weeds following project completion.
- Since project permits are pending, this scope of work does not include any additional resource agency requirements if additional conditions are specified in the permits received.

## Schedule

Rincon is prepared to initiate this scope of work immediately upon written notice to proceed. Assuming an August 15, 2019 construction start date, we anticipate the WEAP training will be conducted the first week of August. The pre-construction wildlife survey, nesting bird survey, and CRLF surveys will be conducted the first or second week of August, prior to the commencement of construction. The noxious vegetation survey and subsequent removal of noxious weeds will be completed the first week of August, so that Casitas and/or the contractor has time to remove all noxious weeds identified. Biological compliance monitoring will commence on August 15, and will begin when the water diversion installation activity commences.

## Cost

Rincon will provide environmental services to Casitas, in accordance with our proposed scope of work, and with our On-Call Services Agreement dated April 10, 2019, on a time-and-materials basis for an estimated budget of **\$53,774**. A summary breakdown of our estimated cost is presented in the cost table below.



**RINCON CONSULTANTS, INC.**  
 Casitas Municipal Water District, Forebay Restoration Project- Construction

Environmental Services Program

Tasks	Labor	Direct Expense	Budget
<b>Task 1: Project Management, Meetings and QA/QC</b>	\$4,826	\$85	\$4,911
<b>Task 2: Worker Envir. Awareness Program</b>	\$1,483	\$85	\$1,568
<b>Task 3: Pre-construction Wildlife Survey (1 survey, 1 biologist)</b>	\$1,086		\$1,086
<b>Task 4: Steelhead Pre-construction Survey (Casitas to Perform Survey)</b>	0		0
<b>Task 5: CRLF Pre-construction Surveys (5 surveys, 2 biologists)</b>	\$8,981	\$255	\$9,236
<b>Task 6: Nesting Bird Pre-construction Survey (1 survey, 1 biologist)</b>	\$1,086		\$1,086
<b>Task 7: Noxious Vegetation Survey and Removal Assistance (2, 8-hour days)</b>	\$2,016		\$2,016
<b>Task 8: Biological Monitoring (30, 9 hour days)</b>	\$30,240		\$30,240
<b>Task 9: Final Compliance Reporting</b>	\$3,631		\$3,631
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 53,349</b>	<b>\$ 425</b>	<b>\$ 53,774</b>

Direct Cost Summary

<b>Vehicle Costs</b>	\$	425
<b>Subtotal Additional Costs:</b>	\$	425

We appreciate the continued opportunity to assist Casitas with this important project. If you have questions about this proposal, please do not hesitate to contact us.

Sincerely,

**Rincon Consultants, Inc.**

Lindsay D. Griffin  
 Senior Biologist/Project Manager

Colby J. Boggs  
 Principal/Senior Ecologist



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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS

**FROM:** MICHAEL L. FLOOD, GENERAL MANAGER

**SUBJECT:** TASK ORDER FOR GEOTECHNICAL ENGINEERING SERVICES FOR RINCON PUMP PLANT ELECTRICAL UPGRADE, SPECIFICATION NO. 17-397

**DATE:** 07/24/19

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**RECOMMENDATION:**

Approve and Authorize the General Manager to sign a Task Order for geotechnical engineering services during construction to Yeh and Associates, Inc. in the not to exceed amount of \$23,328 for the Rincon Pump Plant Electrical Upgrade, Specification No. 17-397.

**BACKGROUND AND DISCUSSION:**

On April 24, 2019, the Board awarded a contract to Oilfield Electric & Motor of Ventura for construction of the Rincon Pump Plant Electrical Upgrade, Specification No. 17-397. This project includes: expansion of the existing Rincon Pump Plant control room; installation of new switchgear and connecting it to the existing systems; installation of new underground conduits from the transformer to the new switchgear per Southern California Edison requirements; and installation of a low voltage panel.

Yeh and Associates, Inc., (Y&A) is one of the on-call geotechnical engineering firms currently under contract. At the District's request, Y&A submitted a proposal to provide geotechnical services, materials testing, and special inspection services during construction in the amount not to exceed \$23,328. The scope of services includes project meetings, review of contractor submittals, special inspections, material testing, and report preparation.

**BUDGET IMPACT:**

Funds in the amount of \$1,169,000 for this project are included in the budget for fiscal year 2019-20.

Attachment: Proposal from Yeh and Associates, Inc.



July 9, 2019

Ms. Lindsay Cao  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, California 93022

**Subject: Proposal for Geotechnical Services during Construction, Rincon Pump Station Electrical Upgrade (Specification No. 17-397), 1890 Casitas Vista Road, Ventura, California**

Dear Ms. Cao:

Yeh and Associates, Inc. (Yeh) is pleased to submit this proposal to the Casitas Municipal Water District (CMWD) to provide geotechnical services during the construction of the Rincon Pump Station Electrical Upgrade project in Ventura County, California. This proposal was prepared to provide geotechnical services during construction for the improvements described in the plans and specification (No. 17-397) provided by CMWD<sup>1</sup>. The project consists of the construction of a new, single-story, approximately 759-square foot concrete and masonry structure and a 120 square foot concrete transformer foundation slab. Yeh and Associates will provide geotechnical observation and oversight and NV5 will provide onsite and laboratory materials testing and special inspection services. This proposal provides our scope of services, schedule and estimated fee for providing the requested services.

**Scope of Services:**

1. Attend pre-construction, kick-off, or progress meetings, when requested (Assume 6 progress meetings);
2. Review contractor submittals (such as for import fill, geotextiles, aggregates, and other pertinent geotechnical aspects of the project) or requests for information or clarification (RFI/RFC) related to the geotechnical work on an as-requested basis (Assume 3 submittal reviews @ 4 hrs/ea.);

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<sup>1</sup> Casitas Municipal Water District, March 14, 2019, Rincon Pump Station Electrical Upgrade (Specification No. 17-397)

3. Perform periodic site visits to:

- Observe the bottom of excavations to evaluate whether or not the exposed subgrade is suitable for fill placement. Observe variations in the depth of excavation and if needed, remove additional loose soil, undocumented fill, or unsuitable material. This includes but is not limited to foundation and slab excavations, utility trenches, and pavement areas (Assume 2 visits @ 4 hrs/each plus 2 visits @ 2 hrs/each).
- Periodically observe grading operations during construction to have reasonable certainty that fill placement and compaction is being performed according to the specifications (Assume 4 visits @ 2 hrs/each). This includes review of the results of field density testing and coordination with the CM team and NV5.

4. Yeh's subconsultant, NV5, will perform Materials Testing and Inspection Services in accordance with their attached proposal, dated July 8, 2019.

5. Submit field reports for each geotechnical observation site visit and provide a final summary letter stating our opinion as to whether or not the portions of the construction that we were authorized to observe were constructed in general accordance with the approved plans and specifications, building code, and the referenced geotechnical report<sup>2</sup>.

**Fee Estimate:**

The fee for geotechnical services will be invoiced on a time and materials basis per the fee schedule rates at the time of work. The actual amount of time and fees needed to perform these services will depend on factors outside of our control such as the contractor's schedule, the number of callouts to the field, construction delays or standby. Yeh will not exceed the estimated amount without prior authorization from CMWD. The attached estimate sheet identifies estimated hours and rates associated with this project.

**Schedule:**

Work will be coordinated with CMWD. Field work can be scheduled based upon contractor's construction schedule.

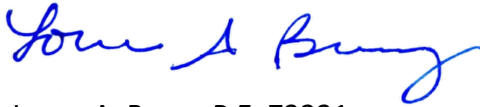
We appreciate the opportunity to be of service. Please contact Loree Berry at 805-481-9590 x271 or [lberry@yeh-eng.com](mailto:lberry@yeh-eng.com) if you have questions or require additional information.

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<sup>2</sup> Fugro West, Inc. (2003), "Geotechnical and Distress Study for Pump Foundations, Rincon Pump Plant, Casitas Springs, California," prepared for Casitas Municipal Water District, Project No. 3310.001, *DRAFT*, dated September 12.



Sincerely,  
**YEH AND ASSOCIATES, INC.**



Loree A. Berry, P.E. 73221  
Senior Project Manager

Attachments: Estimate of Fees  
NV5, Proposal for Materials Testing and Inspection Services, dated July 8, 2019

**FEE ESTIMATE WORKSHEET**

**Rincon Pump Station Electrical Upgrade  
Geotechnical Services during Construction**

PREPARED BY: L. Berry

DATE: July 9, 2019

PROJECT No.: 219-267

CLIENT: Casitas Munipal Water District

WORK ACTIVITY	Principal Engineer or Geologist	Sr. Project Specialist	Sr. Project Manager	Project Manager	Sr. Project Engineer or Geologist	Project Engineer or Geologist	Staff Engineer or Geologist	Engineer Intern	HOURS	COSTS
<b>Geotechnical Services:</b>										
1 Meeting Attendance			12						12	
2 Contractor Submittal Review			12						12	
3 Field Observations and Review Test Data			8			20			28	
4 Final Summary Letter	2		8			8			18	
<b>SUBTOTALS</b>	<b>2</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>\$ 10,250</b>
Other direct costs and unit charges										\$ 110
Materials Testing and Special Inspection (NV5)										\$ 12,968
<b>SUBTOTAL - ODC's</b>										<b>\$ 13,078</b>
RATE, PER HOUR (2019)	\$ 185	\$ 175	\$ 170	\$ 155	\$ 140	\$ 110	\$ 90	\$ 60		
<b>ESTIMATED TOTAL FEE</b>										<b>\$ 23,328</b>

July 8, 2019

**Yeh & Associates, Inc.**  
 56 E. Main Street Suite 104  
 Ventura, California 93001

Proposal No: 2019.06.0151

ATTENTION: Nicholas Simon, G.I.T.

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Rincon Pump Station  
 Electrical Upgrade, Specification No. 17-397**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	Rate	Units	Total
<b>Soil:</b>			
Sr. Soils Technician (incls. nuclear gauge)	\$ 104 hr	12	\$ 1,248.00
Expansion Index	\$ 160 ea	1	\$ 160.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
<b>Concrete:</b>			
Concrete Batch Plant Inspection (per 03 30 00 1.04G)	\$ 104 hr	8	\$ 832.00
Concrete Inspection / Technician - (cast cylinders)	\$ 104 hr	8	\$ 832.00
Concrete compression tests (5 cyls. per set)	\$ 22 ea	10	\$ 220.00
Concrete cylinder pickup	\$ 9.5 ea	10	\$ 95.00
<b>Reinforcing Steel:</b> (testing per 03 30 00 1.03B)			
Reinforcing Steel Bend tests	\$ 50 ea	2	\$ 100.00
Reinforcing Steel Tensile tests	\$ 55 ea	2	\$ 110.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	2	\$ 208.00
<b>Masonry:</b>			
Grout Batch Plant Inspection (required by specifications)	\$ 104 hr	4	\$ 416.00
Masonry Inspection	\$ 104 hr	12	\$ 1,248.00
Grout compression tests (sets of 4 ea.)	\$ 30 ea	8	\$ 240.00
Grout sample pickup	\$ 9.5 ea	8	\$ 76.00
Block sampling (estimate only / based on location of supplier)	\$ 104 hr	4	\$ 416.00
Masonry Unit acceptance tests	\$ 585 set	1	\$ 585.00
<b>Structural Steel:</b>			
Field Welding Inspection	\$ 104 hr	12	\$ 1,248.00
<b>Miscellaneous:</b>			
Epoxy Inspection and testing	\$ 104 hr	12	\$ 1,248.00
Installation Inspection and testing of anchors	\$ 104 hr	8	\$ 832.00
Engineering	\$ 160 hr	8	\$ 1,280.00
<b>TOTAL:</b>			<b>\$ 11,789.00</b>

**Assumptions:**

- 1 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 2 Added charges will be charged in accordance with the attached 2019 Schedule of Fees and prevailing wage rates.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

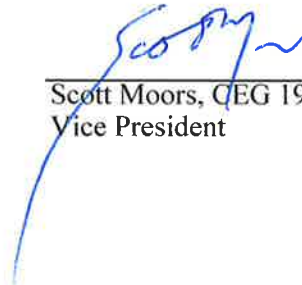
*Respectfully Submitted,*  
**NV5 West, Inc.**



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Shuan Simon, PE, CEG  
Engineering Manager

Reviewed By,



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Scott Moors, CEG 1901  
Vice President

# MEMORANDUM

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TO: Board of Directors  
From: Michael L. Flood, General Manager  
RE: **Review and Discussion of an agreement with San Gorgonio Pass Water Agency to exchange 650 Acre-Feet of Casitas MWD's 2019 State Water Project Table A water supply.**  
Date: July 18, 2019

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## RECOMMENDATION:

The agreement be approved by the Board of Directors

## BACKGROUND:

State Water Project Table A allocation currently stands at 75% which translates into 3,750 Acre-Feet for Casitas MWD.

San Gorgonio Pass Water Agency (SGPWA) has expressed an interest in doing an exchange agreement similar to the agreement done with Casitas MWD and Ventura Water in 2018.

The Executive Committee reviewed the agreement and recommends the Board of Directors approve the agreement as presented.

## DISCUSSION:

SGPWA has proposed an exchange agreement with Casitas MWD with the following summary terms:

1. Exchange of 650 Acre-Feet of Casitas MWD's 2019 State Water Project Table A.
2. Return of 50% of the water exchange within 10 years.
3. Compensation of 40% of the Transportation Capital and Minimum and Conservation Capital and Minimum Charges of approximately \$550,000.00 which translates into a payment of \$220,000.00.
4. SGPWA will pay the State Water Project Variable costs for the exchange water to be delivered to them; Casitas MWD will pay the State Water Project Variable costs for the exchange water to be returned.

Ventura Water and Casitas MWD will need to submit the approved exchange agreement to the Ventura County Watershed Protection District for final approval as per the Casitas/VCWPD agreement.



**AGREEMENT**  
**between**  
**SAN GORGONIO PASS WATER AGENCY**  
**and the**  
**CITY OF SAN BUENAVENTURA and CASITAS MUNICIPAL WATER DISTRICT**  
**FOR THE EXCHANGE OF**  
**2019 STATE WATER PROJECT TABLE A WATER**

This Agreement is made by and between the City of San Buenaventura, a charter city and municipal corporation of the State of California (“Ventura”), and Casitas Municipal Water District, a California special district (“Casitas”), on the one hand, and San Gorgonio Pass Water Agency, a special act agency formed under Water Code Uncodified Acts, Act 1100 (“SGPWA”), on the other hand.

**BACKGROUND AND PURPOSE**

1. Ventura and Casitas together hold rights to fifteen thousand (15,000) acre-feet of a twenty thousand (20,000) acre-foot Table A allocation to State Water Project water (“Table A Water”), initially held by the Ventura County Watershed Protection District (“VCWPD”) but assigned to Casitas for all authorities and responsibilities (see Exhibits A and B hereto).
2. Of the 20,000 acre-foot Table A Water allocation set forth in Paragraph 1 above, Ventura’s State Water Project Table A allocation is ten thousand (10,000) acre-feet per calendar year (“Ventura Table A Water”) and Casitas’ State Water Project Table A allocation is five thousand (5,000) acre-feet per calendar year (“Casitas Table A Water”); United Water Conservation District holds the remaining State Water Project Table A allocation of five thousand (5,000) acre-feet per calendar year.
3. Ventura and Casitas do not plan to take direct delivery of their respective Table A Water for 2019.
4. As of June 19, 2019, the Department of Water Resources (“DWR”) has allocated seventy five percent (75%) of each State Water Project Contractor’s Table A amount for delivery in 2019.
5. SGPWA would like to take delivery of Ventura Table A Water and Casitas Table A Water in 2019 in the amount of 1,350 AF and 650 AF respectively.
6. SGPWA is willing to compensate Ventura for Ventura 2019 Table A Water as set forth in this Agreement.

7. SGPWA is willing to compensate Casitas for Casitas 2019 Table A Water as set forth in this Agreement.
8. Ventura and Casitas are willing for SGPWA to take delivery of Ventura's and Casitas' allocations in the amount of 1,350 AF and 650 AF respectively.
9. Ventura and Casitas have agreed that their respective allocations in 2019 totaling 2,000 AF will be delivered to SGPWA, in exchange for SGPWA's agreement to return to Ventura and Casitas within ten (10) years, no later than the end of calendar year 2029, fifty percent (50%) of the quantity of the Ventura Table A Water and 50% of the Casitas Table A Water that is delivered to SGPWA pursuant to this Agreement.
10. Ventura and Casitas are currently pursuing a direct delivery method for State Water Project water that estimates construction within ten (10) years pending the necessary permits and approvals.
11. It is the expressed intent of the parties to negotiate a long-term exchange or transfer agreement, separate from this Agreement, when the applicable amendments or modification are made to State Water Project Contracts, and/or rules and regulations of the State Water Project, which may permit such exchanges and transfers. A long-term exchange could be utilized until such time as Ventura and Casitas can take direct delivery of State Water. It is hereby acknowledged and agreed that nothing in this Agreement shall be deemed to be a binding agreement to enter into a long-term exchange or transfer agreement and each party reserves the right to decide whether or not to enter into such an agreement in their sole discretion.

#### **TERMS AND CONDITIONS**

1. Payment to Ventura. SGPWA agrees to pay to Ventura forty percent (40%) of Ventura's Transportation Capital and Minimum and Conservation Capital and Minimum Charges for 2019 (estimated at one million, one hundred thousand dollars (\$1,100,000)). The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.
2. Payment to Casitas. SGPWA agrees to pay to Casitas forty percent (40%) of Casitas' Transportation Capital and Minimum and Conservation Capital and Minimum Charges for 2019 (estimated at five hundred, fifty thousand dollars (\$550,000)). The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.
3. DWR Approval. DWR's written approval of this Agreement, including the terms and conditions herein, is necessary to effectuate this exchange. DWR's approval shall be

provided in the form of an agreement among the entities as determined by DWR. In the event DWR does not approve this Agreement and/or the Table A Water subject to this Agreement is not permitted to be exchanged as contemplated in this Agreement, Ventura and Casitas will each refund to SGPWA a payment equal to the amounts described in Terms and Conditions Paragraphs 1 and 2 above. Said payment shall be made within thirty (30) days from the date of any such disapproval by DWR.

4. Deliveries to SGPWA. Upon receipt of payment from SGPWA equal to the amount described in Terms and Conditions Paragraphs 1 and 2 above, Ventura and Casitas will request that DWR deliver to SGPWA, in calendar year 2019, Ventura and Casitas' 2019 Table A Water allocations from the State Water Project in the amount of 1,350 AF and 650 AF respectively. Ventura and Casitas shall request that DWR cause said deliveries to be made at a location and according to a delivery schedule requested by SGPWA and approved by DWR. The Table A Water will be delivered to SGPWA from the State Water Project through facilities already in existence when the Table A Water is delivered, such that it will not be necessary to construct additional facilities in order to affect delivery of the Table A Water pursuant to this Agreement. SGPWA will be responsible for payment of all variable and other such charges imposed by DWR and calculated as a function of the quantity of Ventura Table A Water and Casitas Table A Water actually delivered to SGPWA pursuant to this Agreement. The amounts and due dates for such charges are set forth by DWR in DWR's statement of charges, invoices or other applicable documentation.
5. Return Deliveries to Ventura. Ventura and SGPWA shall arrange for return deliveries to Ventura of fifty percent (50%) of the Ventura Table A Water over a ten (10) year period beginning upon the effective date of this Agreement and expiring at the end of calendar year 2029. The arrangements for return deliveries shall be made as follows: Ventura shall provide written notice to SGPWA on or before May 1 of any year in which Ventura desires to receive return deliveries. Ventura and SGPWA will then work with DWR to schedule delivery of the water within that applicable calendar year. Ventura will then pay the variable costs for the return deliveries. Ventura may not request return deliveries in a year in which the final State Water Project allocation is thirty percent (30%) or less. If the final State Water Project allocation in any year is between thirty percent (30%) and fifty percent (50%), and Ventura requests return deliveries, SGPWA and Ventura shall negotiate in good faith as to the amount of return deliveries for said calendar year. Upon expiration of the 10-year period, a determination will be made as to any amount of return deliveries which were not made due to the lack of infrastructure available for Ventura to take return deliveries ("Exchange Water Balance"). In the event there is an Exchange Water Balance, Ventura and SGPWA shall engage in good faith negotiations to determine whether the parties can agree upon alternative means for delivery of the Exchange Water Balance. Such alternative means

may include, for example and not by way of limitation, the following: (a) extension of the 10-year term for an additional term of not to exceed five (5) years; or (b) rolling over the Exchange Water Balance into a long-term exchange or transfer agreement which may be developed between Ventura and SGPWA as referenced in Background and Purpose Paragraph 11. Except as set forth herein in regard to an Exchange Water Balance, upon expiration of this Agreement, there shall be no further rights or obligations in regard to return deliveries.

6. Return Deliveries to Casitas. Casitas and SGPWA shall arrange for the return delivery to Casitas of fifty percent (50%) of the Casitas Table A Water over a ten (10) year period beginning upon the effective date of this Agreement and expiring at the end of calendar year 2028. The arrangements for return deliveries shall be made as follows: Casitas shall provide written notice to SGPWA on or before May 1 of any year in which Casitas desires to receive return deliveries. Casitas and SGPWA will then work with DWR to schedule delivery of the water within that applicable calendar year. Casitas will then pay the variable costs for the return deliveries. Casitas may not request return deliveries in a year in which the final State Water Project allocation is thirty percent (30%) or less. If the final State Water Project allocation in any year is between thirty percent (30%) and fifty percent (50%), and Casitas requests return deliveries, SGPWA and Casitas shall negotiate in good faith as to the amount of return deliveries for said calendar year. Upon expiration of the 10-year period, a determination will be made as to any amount of return deliveries which were not made due to the lack of infrastructure available for Casitas to take return deliveries (“Exchange Water Balance”). In the event there is an Exchange Water Balance, Casitas and SGPWA shall engage in good faith negotiations to determine whether the parties can agree upon alternative means for delivery of the Exchange Water Balance. Such alternative means may include, for example and not by way of limitation, the following: (a) extension of the 10-year term for an additional term of not to exceed five (5) years; or (b) rolling over the Exchange Water Balance into a long-term exchange or transfer agreement which may be developed between Casitas and SGPWA as referenced in Background and Purpose Paragraph 11. Except as set forth herein in regard to an Exchange Water Balance, upon expiration of this Agreement, there shall be no further rights or obligations in regard to return deliveries.
7. Places of Use. The water delivered to SGPWA in 2019 pursuant to this Agreement shall be used entirely within SGPWA’s service area. The return water deliveries to Ventura and Casitas pursuant to this Agreement shall be used entirely within the service areas of Ventura and Casitas, as applicable.
8. California Environmental Quality Act (CEQA). SGPWA agrees to do California Environmental Quality Act (“CEQA”) compliance for SGPWA’s service area and for SGPWA’s performance of this Agreement. Ventura and Casitas shall complete CEQA

compliance for their respective service areas and for their respective performance of this Agreement.

9. Transaction Costs. Ventura, Casitas, and SGPWA shall each be responsible for its own legal and consulting costs incurred in the preparation, review, and implementation of this Agreement. Ventura, Casitas, and SGPWA acknowledge that it will also be necessary for them to sign an additional agreement to be prepared by DWR to address changes in points of delivery and other issues related to operation of the State Water Project. Ventura, Casitas, and SGPWA each agrees to cooperate with DWR and with each other in the preparation, review, and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the exchange described herein.
10. Costs of Defense. In the event of any legal action by a third party to challenge this Agreement and/or the exchange described herein, Ventura, Casitas, and SGPWA agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.
11. Force Majeure. In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that Ventura, Casitas, and SGPWA shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.
12. Authority and Representations. The undersigned representatives of Ventura, Casitas, and SGPWA hereby represent that he or she is authorized to execute the Agreement for the party on whose behalf this Agreement is executed. Ventura and Casitas hereby represent and warrant that they have all rights and authorities to perform this Agreement including, for example and not by way of limitation, the contractual rights as described in Background and Purpose Paragraphs 1 and 2. SGPWA hereby represents and warrants that it has all rights and authorities to perform this Agreement.
13. Notice. All notices given or required to be given pursuant to this Agreement shall be in writing provided by first-class mail, postage prepaid, to the following addresses:

San Geronio Pass Water Agency  
1210 Beaumont Avenue  
Beaumont, CA 92223  
Attn: Jeff Davis, General Manager

City of San Buenaventura  
501 Poli Street  
Ventura, CA 93001  
Attn: Alex D. McIntyre, City Manager

Casitas Municipal Water District  
1055 N Ventura Avenue  
Oak View, CA 93022  
Attn: Steve Wickstrum, General Manager

14. Alteration. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.
  
15. Entire Agreement. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, it being the intent of the Parties that none shall be bound by any terms, conditions, or representations not written here.

***[Signatures follow.]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

SAN GORGONIO PASS WATER AGENCY

By: \_\_\_\_\_  
Jeff Davis, General Manager

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

CITY OF SAN BUENAVENTURA

By: \_\_\_\_\_  
Alex D. McIntyre, City Manager

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

APPROVED AS TO FORM

Gregory G. Diaz, City Attorney

By: \_\_\_\_\_  
Miles P. Hogan, Assistant City Attorney II

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

CASITAS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Michael Flood, General Manager

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Robert Kwong, AtoZ Law (CMWD Counsel)

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

# MEMORANDUM

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TO: Board of Directors  
From: Michael L. Flood, General Manager  
RE: Discussion and update regarding OBGMA Alternative Demonstration of Groundwater Sustainability and Department of Water Resources denial recommendation.  
Date: July 19, 2019

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## **RECOMMENDATION:**

The Board of Directors consider appointment of an ad-hoc committee to engage with OBGMA on this issue.

## **BACKGROUND:**

The Ojai Basin Groundwater Management Agency (OBGMA) was created by the State Legislature to monitor and manage the Ojai Groundwater Basin.

Upon acquisition of Golden State Water Company's Ojai Water System in June of 2017, Casitas MWD acquired six groundwater wells in the Ojai Basin and became one of the largest single pumpers in the basin.

Casitas MWD's Ojai Water System wells have typically provided 80% of the demands of the Ojai Water System in the past and Casitas MWD has plans to increase that percentage in order to reduce demands on Lake Casitas.

Through careful study, physical measurements and research, the OBGMA indicates that the Ojai Basin is not only in balance but is typically undrafted in many years leaving room for additional pumping to possibly take place.

In order to comply with the requirements of the State of California's Groundwater Management Act (SGMA), OBGMA developed and submitted an 'Alternative Demonstration of Groundwater Sustainability' to the State of California Department of Water Resources (DWR).



OBGMA recently received a letter from the DWR indicating that they are recommending denial of OBGMA's Alternative Demonstration in which the OBGMA has thirty days to respond to that denial (denial letter attached).

#### DISCUSSION:

Created in 1990 by the California State Legislature, the OBGMA has been involved in the local study, control and management of the basin for nearly thirty years. As a significant pumper in that basin, Casitas MWD has a vested interest in maintaining this local focus on the basin and especially a reliable scientifically-based analysis of the water balance within the basin.

It is recommended that the Casitas Board of Directors create an ad-hoc committee to engage directly with OBGMA board members and staff in support of a response to the Department of Water Resources denial of the Alternative Demonstration of Groundwater Sustainability.

State of California  
Department of Water Resources  
Sustainable Groundwater Management Program  
Alternative Assessment Staff Report

Groundwater Basin Name: Ojai Valley (Basin No. 4-002)  
Submitting Agency: Ojai Basin Groundwater Management Agency  
Recommendation: Do Not Approve  
Date Issued: July 17, 2019

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## I. Summary

The Ojai Basin Groundwater Management Agency (Agency) submitted an alternative (Ojai Basin Alternative or Alternative) to the Department of Water Resources (Department) for evaluation and assessment as provided by the Sustainable Groundwater Management Act (SGMA).<sup>1</sup> The Ojai Basin Alternative is based on an analysis of basin conditions that demonstrates the basin has operated within its sustainable yield over a period of at least 10 years.<sup>2</sup> Based on evaluation of the Ojai Basin Alternative and consideration of public comments, Department staff believes the Alternative has not satisfied the objectives of SGMA and recommends that the Alternative not be approved.

An alternative based on an analysis of basin conditions requires that the basin has operated within its sustainable yield, which SGMA defines with reference to the absence of undesirable results.<sup>3</sup> A submitting agency may demonstrate that groundwater use in the basin has historically been managed to quantitative criteria or standards over a period of at least 10 years or demonstrate that undesirable results related to sustainability indicators are not present and are not likely to occur in the basin.<sup>4</sup>

The Agency attempts to demonstrate that, from the standpoint of meeting municipal and agricultural irrigation demands, the combination of groundwater pumping and importation of water from Lake Casitas has provided an adequate water supply over the past 10 years, at least. The Agency claims that groundwater use during the past several decades has been sufficient to maintain “average groundwater elevations and the groundwater in

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<sup>1</sup> Water Code § 10720 et seq.

<sup>2</sup> Water Code § 10733.6(b)(3)

<sup>3</sup> Water Code § 10721(w)

<sup>4</sup> 23 CCR § 354.26(d)

storage” and concludes from this that the Ojai Valley Basin (Ojai Basin or Basin) has been managed sustainably.<sup>5</sup>

The Alternative describes a “safe yield” for maintaining average groundwater elevations throughout the Basin, while acknowledging that the safe yield value does not consider the desired minimum groundwater discharge rate to the main surface water system in the basin (San Antonio Creek),<sup>6</sup> and that groundwater production has exceeded the safe yield defined in the Alternative for several of the past ten years.<sup>7</sup> In addition, the groundwater model associates groundwater production with a decrease in basin outflow to the San Antonio Creek, but does not evaluate possible impacts to beneficial uses and users of this system. Even assuming that safe yield were an appropriate substitute for sustainable yield, the Alternative indicates that the safe yield has been exceeded for more than half of the period from 1985 to 2016,<sup>8</sup> with the Agency reporting near historical-low groundwater levels in 2016 for the representative monitoring well of the Basin.<sup>9</sup> The Agency has not established any other quantitative standards or criteria for managing groundwater that would objectively demonstrate sustainable groundwater management. Rather, the Agency states that undesirable results are not present and relies on the exemption from the requirement to establish such criteria if undesirable results related to those sustainability indicators are not present and are not likely to occur in the basin.

The Agency relies on “key wells” although the Alternative does not provide detailed information about the wells or the data derived from them. The Agency relies on the historical maintenance of average groundwater elevations as the proxy for all sustainability indicators other than seawater intrusion, but the Alternative does not define the relationship between average groundwater elevations and potential undesirable results related to all other sustainability indicators. Demonstrating that operation of the Basin in the recent past has been sufficient to maintain average groundwater levels and storage is not, by itself, sufficient to demonstrate 10 years of operation within a sustainable yield that avoids undesirable results for all of the applicable sustainability indicators. In fact, data and analysis provided by the Agency suggests that groundwater levels and storage were near historical lows when the Alternative was submitted, and that groundwater is the primary contributor of flow, for much of the year, to San Antonio Creek, which contains sensitive beneficial users (e.g., endangered species).

While the Agency asserts that the abovementioned conditions are not significant and unreasonable for the Ojai Basin, that assertion was not accompanied by sufficient and

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<sup>5</sup> Alternative Report, p. 3

<sup>6</sup> Groundwater Model Report, p. 36

<sup>7</sup> Alternative Report, p. 22

<sup>8</sup> Alternative Report, p. 22

<sup>9</sup> Alternative Report, p. 24

reasonable evidence. The Department cannot assume undesirable results have not occurred in the absence of a compelling argument and adequate supporting data. The data provided in the Alternative to show groundwater levels and groundwater in storage in the Basin is from only one of six key wells, and a discussion regarding the suitability of the one key well to represent the overall conditions of the entire Ojai Basin is absent. The Ojai Basin Alternative does not demonstrate that undesirable results are not present and are not likely to occur in the Basin. Therefore, Department staff recommend that the Alternative not be approved.

The remainder of this assessment is organized as follows:

- **Section II. Review Principles** describes the legal and other considerations regarding the Department's assessment and evaluation of alternatives.
- **Section III. Alternative Materials** describes materials (i.e., reports, data, and other information) submitted by the Agency that collectively, the Department staff considered as the Alternative.
- **Section IV. Required Conditions** describes whether the Alternative satisfies each of the four conditions required for the Department to review an alternative.
- **Section V. Alternative Contents** briefly describes the information contained in the Alternative submittal.
- **Section VI. Assessment** describes the Department staff's evaluation of the Alternative, whether it satisfies the objectives of SGMA, and, if applicable, describes recommended actions proposed for the first five-year update.

## II. Review Principles

The Agency submitted an alternative based on an analysis of basin conditions to the Department for evaluation and assessment to determine whether it satisfies the objectives of SGMA for the Ojai Basin. To satisfy the objectives of SGMA, an alternative based on an analysis of basin conditions must demonstrate that the basin has been operated within its sustainable yield for a period of at least 10 years.<sup>10</sup> The SGMA definition of sustainable yield requires the avoidance of undesirable results.<sup>11</sup> As a result, an alternative based on an analysis of basin conditions must demonstrate that the submitting agency has an understanding of groundwater conditions that would cause undesirable results, as well as analysis in the alternative demonstrating the absence of undesirable results over a 10-year period.

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<sup>10</sup> Water Code § 10733.6(b)(3)

<sup>11</sup> Water Code § 10721(w)

An alternative, to be evaluated by the Department, must be submitted by the statutory deadline and be within a basin that complies with Part 2.11 of Division 6 of the Water Code.<sup>12</sup> The submitted alternative must also be complete and must cover the entire basin.<sup>13</sup> The GSP Regulations<sup>14</sup> require the Department to evaluate an Alternative “in accordance with Sections 355.2, 355.4(b), and Section 355.6, as applicable, to determine whether the Alternative complies with the objectives of the Act”.<sup>15</sup> The elements of the cited sections are not all applicable to alternatives. Some provisions apply to GSPs and alternatives alike, to alternatives only prospectively, or do not apply to alternatives at all.<sup>16</sup> Ultimately, the purpose of the evaluation is to determine whether an alternative satisfies the objectives of SGMA.<sup>17</sup> The agency must explain how the elements of an alternative are “functionally equivalent” to the elements of a GSP required by Articles 5 and 7 of the GSP Regulations and are sufficient to demonstrate the ability of an alternative to achieve the objectives of SGMA.<sup>18</sup> The explanation by the agency that elements of an alternative are functionally equivalent to elements of a GSP furthers the objective of demonstrating that an alternative satisfies the objectives of SGMA. Alternatives based on groundwater management plans or historical basin management practices that predate the passage of SGMA or adoption of GSP Regulations, although required to satisfy the objectives of SGMA, are not necessarily expected to conform to the precise format and content of a GSP. The Department’s assessment is thus focused on the ability of an alternative to satisfy the objectives of SGMA as demonstrated by information provided by the agency; it is not a determination of the degree to which an alternative matched the specific requirements of the GSP Regulations.

When evaluating whether an alternative satisfies the objectives of SGMA and thus is likely to achieve the sustainability goal for the basin, staff reviews the information provided by

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<sup>12</sup> Water Code § 10733.6(c)-(d)

<sup>13</sup> 23 CCR § 358.4(a)

<sup>14</sup> 23 CCR § 350 *et seq.*

<sup>15</sup> 23 CCR § 358.4(b) (emphasis added)

<sup>16</sup> Procedural requirements, including submissions by the agency, posting by the Department, and the public comment period, apply equally to plans and alternatives (23 CCR § 355.2(a)-(c)). The periodic review of Plans (23 CCR § 355.6(a)) applies to alternatives prospectively but does not apply to initial submissions. Other regulatory provisions are inapplicable to alternatives, including the two-year review period (23 CCR § 355.2(e)), which is based on the statutory time-frame that applies to Plans but not alternatives (Water Code § 10733.4(d)); the “incomplete” status that allows the agency to address “one or more deficiencies that preclude approval, but which may be capable of being corrected by the Agency in a timely manner” (23 CCR § 355.2(e)(2)), which applies to plans undergoing development, but not alternatives that purportedly satisfy the objectives of SGMA at the time of their submission (Water Code § 10733.6(a)); and, for the same reason, corrective actions to address deficiencies in plans (23 CCR § 355.4(a)(4)), which applies to plans developed after the adoption of SGMA, but is inapplicable to alternatives that predate SGMA.

<sup>17</sup> Water Code § 10733.6(a). The Department considers the regulatory language in 23 CCR § 358.2(d) (“complies with the objectives of [SGMA]”) to be equivalent to the statutory threshold upon which it is based.

<sup>18</sup> 23 CCR § 358.2(d)

and relied upon by the agency for sufficiency, credibility, and consistency with scientific and engineering professional standards of practice.<sup>19</sup> The Department's review considers whether there is a reasonable relationship between the information provided and the assumptions and conclusions made by the agency, whether sustainable management criteria and projects and management actions described in an alternative are commensurate with the level of understanding of the basin setting, and whether those projects and management actions are feasible and likely to prevent undesirable results.<sup>20</sup> Staff will recommend that an alternative be approved if staff believe, in light of these factors, that alternative has achieved or is likely to achieve the sustainability goal for the basin.<sup>21</sup>

An alternative based on a demonstration that the basin has operated within its sustainable yield over a period of at least 10 years may be approved based on information that demonstrates that objective criteria defining operating standards that governed groundwater management for the basin were established and consistently achieved. Even when staff review indicates that an alternative will satisfy the objective of SGMA, the Department may recommend actions to facilitate future evaluation of that alternative and to allow the Department to better evaluate whether an alternative adversely affects adjacent basins. DWR proposes that recommended actions be addressed by the submission date for the first periodic evaluation.

Staff assessment of an alternative involves the review of information presented by the agency, including models and assumptions, and an evaluation of that information based on scientific reasonableness. The assessment does not require Department staff to recalculate or reevaluate technical information provided in an alternative or to perform its own geologic or engineering analysis of that information. The staff recommendation to approve an alternative does not signify that Department staff, were they to exercise the professional judgment required to develop a plan for the basin, would make the same assumptions and interpretations as those contained in an alternative, but simply that Department staff has determined that the assumptions and interpretations relied upon by the submitting agency are supported by adequate, credible evidence, and are scientifically reasonable.

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<sup>19</sup> 23 CCR § 351(h)

<sup>20</sup> 23 CCR § 355.4(b)(1), (3), and (5).

<sup>21</sup> 23 CCR § 355.4(b)

### III. Alternative Materials

The Agency submitted an alternative based on an analysis demonstrating the basin has operated within its sustainable yield over a period of at least 10 years, pursuant to Water Code Section 10733.6(b)(3). The Ojai Basin Alternative includes the following documents:

- Report Supporting Alternative Demonstration of Groundwater Sustainability Made Pursuant to Water Code Section 10733.6(b)(3), 2016 (Alternative Report *or* Report). The Alternative Report was prepared by the Agency to provide information about the Ojai Basin and to demonstrate that the Basin has not experienced undesirable results in the past 10 years.
- Groundwater Model Development, Ojai Basin, Ventura County, California, 2011 (Groundwater Model Report). The Groundwater Model Report considers the water inputs and outputs of the Ojai Basin and summarizes the groundwater model developed to improve the understanding of the Basin and to simulate the Basin's response to extended droughts and wet periods.
- Groundwater Management Plan Update, Ojai Basin Groundwater Management Agency, 2007 (Groundwater Management Plan). This document discusses the authority of the Agency, the mission statement, management actions, the need for data and an understanding of the Basin, and the goals of the Agency for the Basin.

The Agency also submitted an Alternative Elements Guide and a notice of exemption from the requirements of the California Environmental Quality Act (CEQA). Other material submitted by the Agency, public comments, Annual Reports,<sup>22</sup> other documents submitted by third parties, correspondence, and other information provided to or relied upon by the Department have been posted on the Department's web site.<sup>23</sup>

### IV. Required Conditions

An alternative, to be evaluated by the Department, must be submitted by the statutory deadline and be within a basin that complies with Part 2.11 of Division 6 of the Water Code.<sup>24</sup> The submitted alternative must also be complete and must cover the entire basin.<sup>25</sup>

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<sup>22</sup> The Annual Report is not part of the Alternative and was not reviewed by the Department for the purpose of approving the Alternative.

<sup>23</sup> <https://sgma.water.ca.gov/portal/#alt>

<sup>24</sup> Water Code § 10733.6

<sup>25</sup> 23 CCR § 358.6

## A. Submission Deadline

SGMA requires that an alternative for a basin categorized as high- or medium-priority as of January 31, 2015, be submitted no later than January 1, 2017.<sup>26</sup>

The Agency submitted the Alternative on December 27, 2016, before the statutory deadline.

## B. Part 2.11 (CASGEM) Compliance

SGMA requires that the Department assess whether an alternative is within a basin that is in compliance with Part 2.11 of Division 6 of the Water Code,<sup>27</sup> which requires that groundwater elevations in all groundwater basins be regularly and systematically monitored and that groundwater elevation reports be submitted to the Department.<sup>28</sup> To manage its obligations under this law, the Department established the California Statewide Groundwater Elevation Monitoring (CASGEM) Program. The acronym CASGEM is used in this document to denote both the program and the groundwater monitoring law.<sup>29</sup> SGMA specifies that an alternative does not satisfy the objectives of SGMA if the basin is not in compliance with the requirements of CASGEM.<sup>30</sup> The Department confirmed that the Ojai Basin was in compliance with the requirements of CASGEM and confirmed that the Basin remained in compliance with CASGEM through the last reporting deadline, prior to issuing this assessment.

## C. Completeness

GSP Regulations specify that the Department shall evaluate an alternative if that alternative is complete and includes the information required by SGMA and the GSP Regulations.<sup>31</sup> An alternative submitted pursuant to Water Code Section 10733.6(b)(3) must include an analysis demonstrating the basin has operated within its sustainable yield over a period of at least 10 years. That analysis must include a report prepared by a registered professional engineer or geologist who is licensed by the state, and that report must be submitted under that engineer's or geologist's seal. The alternative must include an explanation of how the elements of the alternative are functionally equivalent to the

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<sup>26</sup> Water Code § 10733.6(c). Pursuant to Water Code § 10722.4(d), a different deadline applies to a basin that has been elevated from low- or very low-priority to high- or medium-priority after January 31, 2015.

<sup>27</sup> Water Code § 10733.6(d)

<sup>28</sup> Water Code § 10920 *et seq.*

<sup>29</sup> Stats.2009-2010, 7th Ex.Sess., c. 1 (S.B.6), § 1

<sup>30</sup> Water Code § 10733.6(d)

<sup>31</sup> 23 CCR § 358.4(a)(3)



elements of a GSP required by Articles 5 and 7 of the GSP Regulations and are sufficient to demonstrate the ability of the alternative to achieve the objectives of SGMA.<sup>32</sup>

The Agency submitted an analysis of basin conditions under the seal of a licensed Professional Geologist along with an Alternative Elements Guide, which includes the Agency's explanation of how the elements of the Alternative are functionally equivalent to the elements of a GSP. The Department found the Alternative to be complete and containing the required information, sufficient to warrant an evaluation by the Department.

## D. Basin Coverage

An alternative must cover the entire basin.<sup>33</sup> An alternative is presumed to cover the entire basin if the basin is contained within the jurisdictional boundaries of the submitting agency. However, an alternative submitted by an agency whose jurisdictional boundaries do not include all areas of the basin may be found to effectively cover the entire basin. Because the intent of SGMA is to provide for the sustainable management of groundwater basins,<sup>34</sup> with sustainability defined as the management and use of groundwater that does not cause undesirable results,<sup>35</sup> an alternative effectively covers the entire basin if it results in groundwater management that avoids undesirable results. An alternative that does not demonstrate an avoidance of undesirable results is not sustainably managing the basin even if the entire basin is within the jurisdiction of the managing agency.

The Agency states that the Alternative Report is submitted to the Department "...for the purpose of demonstrating that the entire Ojai Groundwater Basin has operated within its 'sustainable yield' for a period of over 10 years with no 'undesirable results'..."<sup>36</sup> The Department understands that the intent of the Alternative is to effectively cover the entire Ojai Basin.

As shown in Figure 1, nearly the entire Ojai Basin (shown in black) is contained within the jurisdictional boundaries of the Ojai Basin Groundwater Management Agency (shown in red), which also includes area beyond the boundaries of the Basin.<sup>37</sup> However, small areas of the Basin extend beyond the Agency's jurisdictional boundary to the north and west.

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<sup>32</sup> 23 CCR § 358.4(c)-(d)

<sup>33</sup> 23 CCR § 358.4(a)(4)

<sup>34</sup> Water Code § 10720.1(a)

<sup>35</sup> Water Code § 10721(v)

<sup>36</sup> Alternative Report, pp. 3, 7, 41

<sup>37</sup> Alternative Report, Figures 1 and 3. Note that these figures appear to use an older version of the Ojai Valley Groundwater Basin Boundary that was not current at the time the Alternative was submitted. Use of the correct, current boundary would show a slight increase in area outside of the Agency's jurisdictional boundary

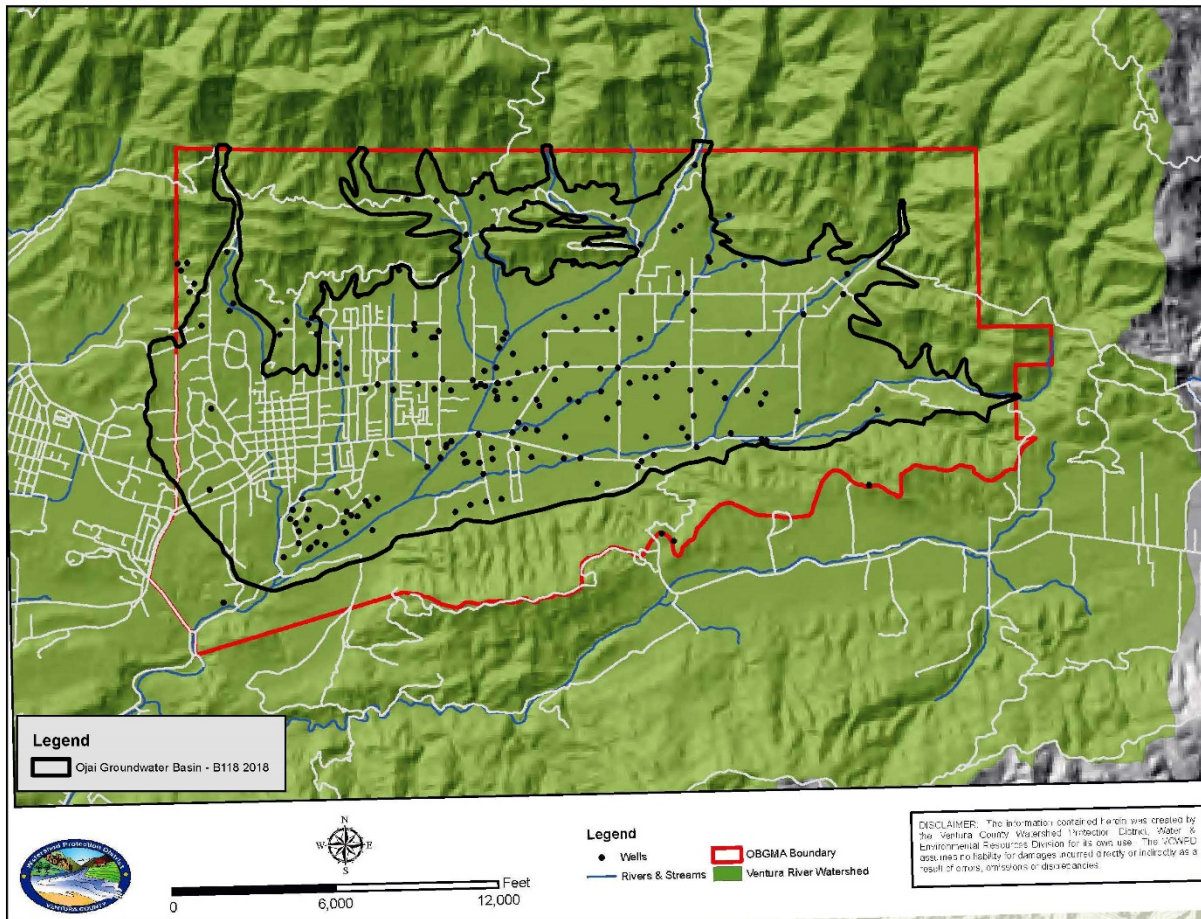


Figure 1. Ojai Groundwater Basin<sup>38</sup>

To determine whether the alternative effectively covers the entire basin, the Department was required to determine whether groundwater management pursuant to the alternative has avoided undesirable results for at least 10 years. Because Department staff has determined that the analysis of basin conditions does not demonstrate that undesirable results have been absent for at least 10 years, the Department staff are unable to determine the Ojai Basin has reached sustainability. As a result, Department staff cannot conclude that the Alternative effectively covers the entire Basin. Although the failure to cover the entire basin precludes an alternative from approval, Department staff note that the failure to cover the entire basin is a consequence of the alternative not demonstrating sustainability in the area within the Agency’s jurisdiction. Department staff do not express

<sup>38</sup> Original figure was downloaded from <http://obgma.com/wp-content/uploads/2015/06/OBGMA-Ven-Rvr-Watershed.pdf> and georeferenced using street lines visible in the original figure. The 2018 Bulletin 118 groundwater basin boundary was then overlaid to create the modified figure provided; the 2018 Bulletin 118 boundary is the same as the 2016 Bulletin 118 boundary in place at the time the Alternative was submitted to the Department.

an opinion as to whether the area managed by the Agency would be sufficient to effectively manage the entire Ojai Basin if sustainable groundwater management had been demonstrated.

## V. Alternative Contents

GSP Regulations require the submitting agency to explain how the elements of an alternative are functionally equivalent to the elements of a GSP as required by Article 5 of the GSP regulations<sup>39</sup> and are sufficient to demonstrate the ability of the alternative to achieve the objectives of SGMA.<sup>40</sup>

As stated previously, alternatives based on historical basin management practices that predate the passage of SGMA or adoption of GSP Regulations, although required to satisfy the objectives of SGMA, are not necessarily expected to conform to the precise format and content of a GSP, and the criteria for adequacy of an alternative is whether the Department is able to determine that an alternative satisfies the objectives of SGMA. Department staff rely on the submitting agency's determination of functional equivalence of alternative elements to facilitate its evaluation and assessment of an alternative (see Assessment, below). Although the exact components of a GSP are not required for an alternative, for organizational purposes the discussion of information contained in the Alternative Report and related documents provided by the Agency generally follows the elements of a GSP provided in Article 5 of the GSP Regulations. The reference to requirements of the GSP Regulations at the beginning of each section is to provide context regarding the nature of the element discussed but is not meant to define a strict standard applicable to alternatives.

### A. Administrative Information

GSP Regulations require information identifying the submitting agency, describing the plan area, and demonstrating the legal authority and ability of the submitting agency to develop and implement a plan for that area.<sup>41</sup>

The Alternative Report provides an executive summary, a description of the Agency, the general funding structure of the Agency, and the legal authority of the Agency to implement projects and management actions. The Agency was created in 1991 by a special act of the Legislature to manage groundwater within the Agency's jurisdictional

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<sup>39</sup> 23 CCR § 354-354.44

<sup>40</sup> 23 CCR § 358.2(d). The requirements pertaining to Article 7 of the GSP Regulations (23 CCR § 356-356.4) relate to annual reports and periodic evaluation and are not applicable to review of the initial alternative.

<sup>41</sup> 23 CCR § 354.2 et seq.

boundaries. The Ojai Basin Groundwater Management Agency Act (Agency Act)<sup>42</sup> is contained within the Alternative Report.<sup>43</sup> The Agency Act specifies the powers and duties of the Agency and provides for the management and financing of the Agency. The Alternative Report describes that the Agency is funded by extraction charges, which have a legislative ceiling of 25 dollars per acre-foot.<sup>44</sup> The Alternative Report also notes other functions and activities of the Agency, including monitoring groundwater conditions in the Basin, well permitting and registration of extraction facilities, groundwater extraction, computer modeling of groundwater and hydrologic conditions, annual reporting, public outreach, control of groundwater exports, encouraging water conservation, participation in artificial recharge projects such as supporting rehabilitation of the San Antonio Creek Spreading Grounds Rehabilitation Project, and participation in the Ventura River Watershed Management Plan.

In accordance with the Agency Act, an initial Groundwater Management Plan was prepared in 1995, and the plan was updated in 2007. The Groundwater Management Plan consists of five broad goals with supporting action elements. The Groundwater Management Plan notes that the Agency will establish thresholds related to groundwater conditions, including groundwater levels and groundwater in storage, and that exceedance of those thresholds would trigger special action by the Agency.<sup>45</sup> The Groundwater Management Plan notes that those thresholds were scheduled to be developed in 2008, but nothing in the Alternative indicates that they were developed.

The Alternative Report notes that the Agency presented elements of the Alternative Report and received verbal comments at four of the six public forums between October and December 2016, including the Association of Water Agencies of Ventura County, the Agency's board meetings, the Ventura Watershed Council, and City of Ojai City Council meetings. The Alternative Report did not describe the nature of the public comments received during the public forums.<sup>46</sup>

## B. Basin Setting

GSP Regulations require information about the physical setting and characteristics of the basin and current conditions of the basin, including a hydrogeologic conceptual model, a

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<sup>42</sup> Water Code § App. § 131-101 *et seq.* (Stats.1991, Chapter 750, § 1)

<sup>43</sup> Alternative Report, Appendix A

<sup>44</sup> Alternative Report, p. 13

<sup>45</sup> Groundwater Management Plan, Section 3.2.2; the plan mentions thresholds or action levels for groundwater elevations, streamflow, and storage

<sup>46</sup> Alternative Report, pp. 6-7

description of historical and current groundwater conditions, and an assessment of the water budget.<sup>47</sup>

## 1. Hydrogeologic Conceptual Model

The GSP Regulations require a descriptive hydrogeologic conceptual model of the basin that includes a written description supported by cross sections and maps.<sup>48</sup>

The Alternative Report describes the Ojai Basin as a relatively deep, bowl-shaped basin bounded by non-water-bearing rocks, mountains, and the Santa Ana Fault.<sup>49</sup> San Antonio Creek and other tributary streams enter the Basin from the north and east and drain to the west. Those streams and creeks are the source of alluvial material that filled the Basin over time and formed the primary water-bearing units. Alluvial fill in the Basin is reportedly up to 715 feet thick with four, 100-foot thick primary groundwater storage zones composed of sand and gravel<sup>50</sup> separated by finer-grained semi-confining and confining units.<sup>51</sup> The Alternative Report notes that faults and bedrock folds in the Basin caused by regional deformation can act as no-flow boundaries and that fracture zones associated with faults can also act as flow pathways for wells completed in consolidated rocks.<sup>52</sup> The Groundwater Model Report provides additional description of the hydrogeologic conceptual model and notes prior studies upon which the conceptual model is based.<sup>53</sup> The most recent of those studies, a 2005 Master's thesis partially funded by the Agency to describe geologic and groundwater conditions in the Basin,<sup>54</sup> contained detailed geologic cross-sections and described aquifer testing conducted to derive important hydraulic characteristics of the aquifer materials (e.g., storativity and transmissivity). The Groundwater Modeling Report describes that information from the Master's thesis was foundational to development of the groundwater model (e.g., in developing the 10 layers of the groundwater model which represent the aquifers and aquitards of the Basin<sup>55</sup> and for assignment of hydraulic properties to the model).<sup>56</sup>

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<sup>47</sup> 23 CCR § 354.12 et seq.

<sup>48</sup> 23 CCR § 354.14(a)

<sup>49</sup> Alternative Report, p. 14

<sup>50</sup> Alternative Report, p. 15

<sup>51</sup> Groundwater Model Report, p. 3, 5, 23

<sup>52</sup> Alternative Report, p. 16

<sup>53</sup> Groundwater Model Report, Section 2.1, p. 3

<sup>54</sup> Kear, J.L. 2005. Hydrogeology of the Ojai groundwater basin: Storativity and confinement, Ventura County, California. Master's thesis, California State University, Northridge. December 2005.

<sup>55</sup> Groundwater Model Report, Section 2.2, p. 5

<sup>56</sup> Groundwater Model Report, Section 3.1, pp. 23-24

## 2. Groundwater Conditions

The GSP Regulations require a description of historical and current groundwater conditions in the basin that includes information related to groundwater elevations, groundwater storage, seawater intrusion, groundwater quality, subsidence, and interconnected surface water, as applicable. The GSP Regulations also require an identification of groundwater dependent ecosystems.<sup>57</sup>

The Alternative Report describes groundwater level information based on a single depth-to-groundwater hydrograph from a well described as the “key observation well” for the Basin.<sup>58</sup> Data from that well,<sup>59</sup> collected from before 1950 through 2016, shows that depth to groundwater has fluctuated over a range of greater than 250 feet, with a maximum depth to water of 312 feet (1951) and a minimum depth to groundwater of 38.2 feet (1978). The most recent measurement, from August 2016, indicates the depth to water was 265 feet, corresponding to the lowest levels since approximately 1965.<sup>60</sup> The Groundwater Model Report contains additional groundwater elevation hydrographs with data ranging from 1970 to 2009, which the Report presents as showing agreement between simulated and observed groundwater levels.<sup>61</sup> The Alternative Report states that the direction of groundwater flow is generally to the southwest except in the vicinity of municipal wells extracting water from the central portion of the Basin, although the Report does not present the grounds upon which that determination was made.<sup>62</sup> In addition to the “key observation well” mentioned above, the Alternative Report refers to six wells, described as “key wells”, that are apparently privately owned and monitored by permission of the landowners.<sup>63</sup> As with the “key observation well” the Alternative Report does not describe the location of the other “key wells” or provide an explanation of why those wells are representative of Basin conditions. No data regarding any of the other “key wells” were provided in the Alternative.

The Alternative Report provides estimated annual groundwater storage volumes for the Basin, determined by the Ventura County Watershed Protection District, based on groundwater levels measured at the “key observation well” from 1975 through 2010.<sup>64</sup> Subsequent estimates were calculated using the groundwater model and measured data.<sup>65</sup> Estimates of groundwater in storage range from a high of 83,785 acre-feet (in

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<sup>57</sup> 23 CCR § 354.16

<sup>58</sup> Alternative Report, p. 22 and Figure 9

<sup>59</sup> State Well Number 04N/22W-05L08S.

<sup>60</sup> Alternative Report, Figure 9 and p. 26

<sup>61</sup> Groundwater Model Report, Appendix B

<sup>62</sup> Alternative Report, p. 15

<sup>63</sup> Alternative Report, p. 9

<sup>64</sup> Alternative Report, p. 25

<sup>65</sup> Alternative Report, p. 25-25

1983, representing a 99 percent full condition) to a low of 41,310 acre-feet (in 2016, representing a 49 percent full condition).<sup>66</sup> The Alternative Report shows that the 2015 groundwater level and groundwater in storage are both at their lowest points since 1975.<sup>67</sup>

The Alternative Report estimates the maximum groundwater storage capacity of the Basin to be 85,000 acre-feet, but acknowledges that this is greater than the amount of recoverable or usable fresh water because not all of the groundwater is of acceptable quality.<sup>68</sup> The Alternative Report states that the historic low for basin storage was 33,741 acre-feet in September 1951, which corresponds with a groundwater level of 580 feet above mean sea level.<sup>69</sup>

The Alternative Report states that seawater intrusion does not present management issues for the Basin because of the Basin's elevation relative to mean sea level and because of the separation of the Basin from the ocean by several fault systems and bedrock formations.<sup>70</sup>

The Alternative Report states that the groundwater quality is important because groundwater serves as the primary source of supply for irrigation and drinking water, and is the primary source of streamflow for most of the year.<sup>71</sup> The Alternative Report describes groundwater quality as generally good enough for drinking and irrigating, but notes that blending is sometimes required to meet drinking water standards.<sup>72</sup> The Alternative Report states that groundwater quality in the Basin is influenced by the quantity and quality of surface water runoff, interactions of water with rocks in and surrounding the Basin, overlying land uses, septic systems, and the depth and age of the groundwater. The deep aquifers, which are in the central and southwestern portion of the Basin, contain the poorest water quality and have a higher chloride concentration than the shallow aquifers. The deep aquifers are isolated to a small portion of the Basin and are penetrated by few wells; data associated with the deep aquifers were not provided in the Alternative Report.<sup>73</sup> The Report claims there is no evidence to suggest groundwater

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<sup>66</sup> Alternative Report, Table 1: 1975-2016 Storage, water level, and precipitation, p. 25

<sup>67</sup> Alternative Report, p. 26

<sup>68</sup> Alternative Report, pp. 14-15

<sup>69</sup> Alternative Report, Figure 10. Relationship between Basin Storage and Springtime-High Water Level at Key Well, p. 26. The Report graphs but does not explain the relationship between the two values. Both 2015 groundwater level and groundwater in storage are depicted as being at their lowest points since 1975. In contrast, an Annual Report cited in the Alternative Report, claims that Basin storage was at a historic low of 43,741 acre-feet in 1951 (see Ojai Basin Groundwater Management Agency, 2011 & 2012 Annual Report (Annual Report), (available online at [http://obgma.com/wp-content/uploads/2015/05/OBGMA\\_Annual\\_Report\\_2012.pdf](http://obgma.com/wp-content/uploads/2015/05/OBGMA_Annual_Report_2012.pdf))

<sup>70</sup> Alternative Report, p. 39

<sup>71</sup> Alternative Report, p. 34

<sup>72</sup> Alternative Report, p. 34

<sup>73</sup> Alternative Report, p. 36

extraction is causing significant and unreasonable degradation of groundwater quality and, in support of that claim, provides a chart of measured water quality from a supply well in the Basin that shows stable water quality trends over a period from 2004 to 2016, when groundwater levels in the Basin fluctuated over a range of approximately 200 feet.<sup>74</sup>

The Alternative Report claims variously that no surface or subsurface evidence of land subsidence or decrease in storage capacity has been observed in the Ojai Basin<sup>75</sup> and that subsidence is unlikely to occur because coarse grained sands, gravel, and cobbles form the bulk of the aquifer skeleton and that no evidence suggests that current groundwater extraction levels are causing significant and unreasonable land subsidence.<sup>76</sup> The Alternative Report cites a tectonic study that evaluated subsidence in the Transverse Ranges of southern California, which showed up to about four millimeters (about 0.16 inches) of subsidence per year in the central portion of the Ojai Basin from 2005 to 2010.<sup>77</sup> The Alternative Report notes that the referenced study showed similar amounts of subsidence in the mountains north and south of the Basin, and thus attributes the cause of subsidence in the Ojai Basin to tectonic motion, rather than groundwater extraction.<sup>78</sup> The authors of the tectonic study concluded that subsidence near Ojai was due to groundwater extraction for agricultural and domestic purposes, but the authors provided no evidence for their conclusion.<sup>79</sup>

As mentioned above, the Annual Report notes that groundwater in storage was at a historic low of 43,741 acre-feet in 1951 and describes that value as a “significant threshold” below which compaction of the confined aquifer could result in subsidence and irrecoverable loss of storage capacity.<sup>80</sup> The 2016 groundwater in storage value of 41,310 acre-feet,<sup>81</sup> dropped below the 1951 value of 43,741 acre-feet, but the Alternative Report states that no evidence of land subsidence has been observed. However, the Alternative Report did not describe what monitoring was conducted to determine the presence or absence of land subsidence generally, or specifically related to the low groundwater storage in 2016 that exceeded the “significant threshold” of 43,741 acre-feet in 1951. In fact, land subsidence is not among basin conditions for which an active monitoring program is identified by the Alternative Report.<sup>82</sup>

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<sup>74</sup> Alternative Report, Figure 18

<sup>75</sup> Alternative Report, p.26

<sup>76</sup> Alternative Report, pp. 39

<sup>77</sup> Scott T. Marshall, Gareth J. Funning, Susan E. Owen (2013) Fault slip rates and interseismic deformation in the western Transverse Ranges, California, *J. Geophys. Res. Solid Earth*, 118, doi:10.1002/jgrb.50312.

<sup>78</sup> Alternative Report, p. 38-39

<sup>79</sup> Marshall, *op. cit.*, see Figure 4 and accompanying caption.

<sup>80</sup> Annual Report, p. 26

<sup>81</sup> Alternative Report, Table 1

<sup>82</sup> Alternative Report, p. 9



The Alternative Report states that groundwater and surface water are interconnected in the Basin, and that for much of the year, including almost all of the dry-season, all of the water in the Ventura River and its tributaries is from groundwater and springs.<sup>83</sup> The Alternative Report estimates that discharge to surface streams, as simulated by the groundwater model, averages approximately 2,280 acre-feet per year. The Groundwater Model Report states that “during extended drought periods, groundwater discharge to San Antonio Creek decreases dramatically, and groundwater extraction during the drought periods contributes to this decline.”<sup>84</sup> The Alternative Report and Groundwater Model Report do not quantify the depletion of interconnected surface water due to groundwater use, and the Agency has not declared any limit of depletion to be unacceptable or subject to management actions. (see Depletions of Interconnected Surface Water, below). The Alternative Report describes surface water flow information as sporadic and notes that complete data is not available, and utilizes results of steelhead surveys conducted between 2008 and 2016 by either the Casitas Municipal Water District or the Department of Fish and Wildlife as a proxy for “beneficial uses” of surface water.<sup>85</sup> According to the Alternative Report, the fish surveys demonstrate the capacity of the fish “to maintain and sustain in keeping with climatic driven historic conditions,” and from that, conclude that no evidence exists to suggest that current groundwater extraction levels are causing significant or unreasonable adverse impacts on instream beneficial uses.<sup>86</sup>

### 3. Water Budget

GSP Regulations require a water budget for the basin that provides an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the basin, including historical, current and projected water budget conditions, and the change in the volume of water stored, as applicable.<sup>87</sup>

The Groundwater Model Report provides a water budget for the Basin. Water-inflow components include upgradient stream flows, alluvial channels, the San Antonio Creek Spreading Grounds (which operated from 1970 to 1985 and was re-constructed in 2014), septic systems, precipitation, and infiltration of irrigation water. Outflow components include groundwater extraction (i.e., pumping), groundwater discharge to streams, evapotranspiration, and outflow to underlying bedrock and downgradient alluvium.<sup>88</sup> The water budget components and the groundwater model were calibrated using data from

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<sup>83</sup> Alternative Report, p. 30

<sup>84</sup> Alternative Report, p. 34

<sup>85</sup> Alternative Report, p. 31

<sup>86</sup> Alternative Report, p. 33

<sup>87</sup> 23 CCR § 354.18

<sup>88</sup> Alternative Report, p. 19

1970 to 2009 collected from wells throughout the Basin<sup>89</sup> and underwent a sensitivity analysis.<sup>90</sup> As noted above, the Alternative Report includes a table of estimated annual total groundwater storage (see Groundwater Conditions). The groundwater model was also used to simulate the Basin response to drought, extended wet periods, and replenishment.

The Groundwater Model Report also included an analysis of the Basin's safe yield, which it defines as approximately 5,000 acre-feet per year.<sup>91</sup> The Groundwater Model Report qualified that the safe yield was primarily based on maintaining groundwater elevations and the median value of recharge to the Basin<sup>92</sup> and that a full understanding of the safe yield should consider the desired minimum discharge rates to San Antonio Creek, which was described as being beyond the scope of the study.<sup>93</sup>

#### 4. Management Areas

GSP Regulations authorize, but do not require, an agency to define one or more management areas within a basin if the agency has determined that creation of management areas will facilitate implementation of the GSP.<sup>94</sup>

The Agency has not identified management areas or defined management strategies that are functionally equivalent to management areas within the Ojai Basin.

### C. Sustainable Management Criteria

GSP Regulations require a sustainability goal that defines conditions that constitute sustainable groundwater management for the basin, the characterization of undesirable results, and establishment of minimum thresholds and measurable objectives for each applicable sustainability indicator, as appropriate.<sup>95</sup>

#### 1. Sustainability Goal

GSP Regulations require that sustainable management criteria include a sustainability goal that culminates in the absence of undesirable results within the appropriate timeframe, and includes a description of the sustainability goal, describes information used to establish the goal for the basin, describes measures that will be implemented to ensure the basin operates within its sustainable yield, and contains an explanation of how

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<sup>89</sup> Groundwater Model Report, Section 3, p. 21

<sup>90</sup> Groundwater Model Report, p. 28-29

<sup>91</sup> Groundwater Model Report, p. 35

<sup>92</sup> Groundwater Model Report, p. ES2, 35

<sup>93</sup> Groundwater Model Report, p. 36

<sup>94</sup> 23 CCR § 354.20

<sup>95</sup> 23 CCR § 354.22

the sustainability goal will be met.<sup>96</sup> The sustainability goal for an alternative based on an analysis of basin conditions represents the criteria that allowed the basin to be operated within its sustainable yield for a period of at least 10 years, which includes the avoidance of undesirable results.<sup>97</sup>

Although the Alternative Elements Guide states that the requirement of establishing a sustainability goal is not applicable because “the Ojai Basin is already being sustainably managed[,]”<sup>98</sup> the Alternative Report does address the sustainability goal of the Basin.<sup>99</sup> The Alternative Report states that the mission of the Agency, which is derived from the Legislative findings of the Agency Act, is “...to preserve the quantity and quality of groundwater in the Ojai Basin in order to protect and maintain the long-term water supply for the common benefit of the water users in the Basin.”<sup>100</sup>

## 2. Sustainability Indicators

The GSP Regulations specify that an agency define conditions that constitute sustainable groundwater management for a basin, including the characterization of undesirable results and the establishment of minimum thresholds and measurable objectives for each applicable sustainability indicator.<sup>101</sup>

Sustainability indicators are defined as any of the effects caused by groundwater conditions occurring throughout the basin that, *when significant and unreasonable*, cause undesirable results.<sup>102</sup> Sustainability indicators thus correspond with the six undesirable results – chronic lowering of groundwater levels indicating a depletion of supply if continued over the planning and implementation horizon, reduction of groundwater storage, seawater intrusion, degraded water quality, including the migration of contaminant plumes that impair water supplies, land subsidence that substantially interferes with surface land uses, and depletions of interconnected surface water that have adverse impacts on beneficial uses of the surface water<sup>103</sup> – but refer to groundwater conditions that are not, in and of themselves, significant and unreasonable. Rather, sustainability indicators refer to the effects caused by changing groundwater conditions that are monitored, and for which criteria in the form of minimum thresholds

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<sup>96</sup> 23 CCR § 354.24. For an alternative based on a demonstration of 10 years of sustainable management, the sustainability goal, or its functional equivalent, would have been developed at some previous time during basin management, and its goals met by the time the Alternative was submitted to the Department.

<sup>97</sup> Water Code § 10721(w)

<sup>98</sup> Alternative Elements Guide, see Comments to § 354.24 entry.

<sup>99</sup> Alternative Report, p. 6

<sup>100</sup> Alternative Report, p. 7 (see Wat. Code, § App. § 131-101)

<sup>101</sup> 23 CCR § 354.22

<sup>102</sup> 23 CCR § 351(ah)

<sup>103</sup> Water Code § 10721(x)

are established by the agency to define when the effect becomes significant and unreasonable, producing an undesirable result.

The sustainability indicators section thus conflates three requirements of the sustainable management criteria set out in the GSP Regulations: undesirable results, minimum thresholds, and measurable objectives. Information pertaining to the processes and criteria relied upon to define undesirable results applicable to the basin as quantified through the establishment of minimum thresholds are discussed for each sustainability indicator. However, a submitting agency is not required to establish criteria for an undesirable result when the agency can demonstrate that an undesirable result for that sustainability indicator is not present and is not likely to occur in the basin.<sup>104</sup>

The Agency, in its Alternative Elements Guide, states that the need to establish undesirable results, minimum thresholds, and interim milestones is not applicable for the Ojai Basin because it is already being sustainably managed. The Elements Guide further states that an environmental baseline has been established for each sustainability indicator and that any significant or unreasonable deviation from the baseline would be considered undesirable. As described below, the Alternative Report states that undesirable results for each of the six sustainability indicators are not present in the Ojai Basin.

#### *a. Chronic Lowering of Groundwater Levels*

GSP Regulations specify that the minimum threshold for chronic lowering of groundwater levels be based on groundwater elevations indicating a depletion of supply that may lead to undesirable results.<sup>105</sup>

The Alternative Report claims that no evidence exists of undesirable results associated with chronic lowering of groundwater levels, and points instead to the fact that historical lowering of groundwater levels has occurred in association with periods of low precipitation, and that the historical lowering of groundwater levels is reversed following wet periods.<sup>106</sup> The Alternative Report concludes that groundwater extraction rates throughout the Ojai Basin have been sustainable "...from the standpoint of maintaining average groundwater elevations and the groundwater in storage..."<sup>107</sup> The Alternative Report does not describe the relationship between average groundwater elevations and the associated storage values and sustainability. The Alternative Report describes the historically low groundwater level of 580 feet above mean sea level, or 312 feet below

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<sup>104</sup> 23 CCR § 354.26(d)

<sup>105</sup> 23 CCR § 354.28(c)(1)

<sup>106</sup> Alternative Report, p. 4-5, 40-41

<sup>107</sup> Alternative Report, p. 40

ground surface, encountered in 1951 as a significant threshold because the confined aquifer would have been maximally compacted.<sup>108</sup> The Alternative Report does not indicate how this value was used to define minimum standards for groundwater management, or in some other way serve as a functional equivalent for undesirable results for this sustainability indicator. At any rate, the Agency claims that establishing criteria for undesirable results is not necessary based on the contention that the Basin is already being sustainably managed.<sup>109</sup> As a result, the Agency claims that the absence of minimum thresholds for groundwater levels is immaterial because such thresholds are not required.<sup>110</sup>

### *b. Reduction of Groundwater Storage*

GSP Regulations specify that the minimum threshold for reduction of groundwater storage shall be a total volume of groundwater that can be withdrawn from the basin without causing conditions that may lead to undesirable results, supported by the sustainable yield of the basin, calculated based on historical trends, water year type, and projected water use in the basin.<sup>111</sup>

The Alternative Report states there is no evidence of significant and unreasonable reduction of groundwater storage in the Basin and supports that claim using similar arguments as those described above for the Chronic Lowering of Groundwater Levels sustainability indicator. The Report states that there has been no evidence of undesirable results over the “long-term basin management period (1991 to present)” to suggest that extractions are exceeding the Basin’s sustainable yield.<sup>112</sup> The Agency claims that establishing criteria for undesirable results is not necessary.<sup>113</sup> As a result, the Agency did not develop minimum thresholds for groundwater storage and claims that they are not required.

### *c. Seawater Intrusion*

GSP Regulations specify that the minimum threshold for seawater intrusion shall be defined by a chloride concentration isocontour for each principal aquifer where seawater intrusion may lead to undesirable results.<sup>114</sup>

The Alternative Report states that there is no evidence of significant and unreasonable seawater intrusion because “[t]he Ojai Basin is elevated relative to mean sea level and

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<sup>108</sup> Alternative Report, p. 26

<sup>109</sup> Alternative Elements Guide, see Comments to §§ 354.26 and 354.28 entries.

<sup>110</sup> Alternative Elements Guide, see Comments to § 354.28 entry

<sup>111</sup> 23 CCR § 354.28(c)(2)

<sup>112</sup> Alternative Report, p. 40

<sup>113</sup> Alternative Elements Guide, op. cit.

<sup>114</sup> 23 CCR § 354.28(c)(3)

separated from the ocean by several fault systems and bedrock formations which prevent seawater intrusion to the Basin.”<sup>115</sup> The Agency, in its Alternative Elements Guide, claims that establishing criteria for this sustainability indicator is not necessary. As a result, the Agency did not develop minimum thresholds for seawater intrusion and claims that they are not required.

#### *d. Degraded Water Quality*

GSP Regulations specify that the minimum threshold for degraded water quality shall be the degradation of water quality, including the migration of contaminant plumes that impair water supplies or other indicator of water quality as determined by the Agency that may lead to undesirable results.<sup>116</sup>

The Alternative Report states that there is no evidence of significant and unreasonable degraded water quality because deep aquifers with the poorest quality water are penetrated by few wells and because that poor-quality water can be blended with water of higher quality to achieve suitable quality for delivery.<sup>117</sup> The Agency claims that establishing criteria for undesirable results is not necessary.<sup>118</sup> As a result, the Agency did not develop minimum thresholds for degraded groundwater quality and claims that they are not required.

#### *e. Land Subsidence*

GSP Regulations specify that the minimum threshold for land subsidence shall be the rate and extent of subsidence that substantially interferes with surface land uses and may lead to undesirable results.<sup>119</sup>

The Alternative Report states that there is no evidence of significant and unreasonable land subsidence because there are no significant surface expressions of subsidence (e.g., fissures, elevated well casings, or compressed well casings). The Report states that “subsidence is prevented largely due to the support of the aquifer and basin fill by clast-supported structure...comprising the bulk of the aquifer skeleton.”<sup>120</sup> The Agency claims that establishing criteria for undesirable results is not necessary.<sup>121</sup> As a result, the Agency did not develop minimum thresholds for land subsidence and claims that they are not required. The Alternative Report describes the low storage levels observed in 1951 during a significant drought as a “significant threshold” that would have resulted in

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<sup>115</sup> Alternative Report, p. 39

<sup>116</sup> 23 CCR § 354.28(c)(4)

<sup>117</sup> Alternative Report, pp. 5, 36, 40

<sup>118</sup> Alternative Elements Guide, op. cit.

<sup>119</sup> 23 CCR § 354.28(c)(5)

<sup>120</sup> Alternative Report, p. 39

<sup>121</sup> Alternative Elements Guide, op. cit.

maximum compaction of the aquifer skeleton but has no data to evaluate the extent of land subsidence that might have occurred as a result<sup>122</sup> (see Groundwater Conditions, above).

#### *f. Depletions of Interconnected Surface Water*

GSP Regulations specify that the minimum threshold for depletions of interconnected surface water shall be the rate or volume of surface water depletions caused by groundwater use that has adverse impacts on beneficial uses of the surface water and may lead to undesirable results.<sup>123</sup>

The Alternative Report states that there is no evidence of surface water depletions that have significant and unreasonable adverse impacts on beneficial uses of surface water.<sup>124</sup> The Report states that periods of reduced surface water flows in San Antonio Creek correlate with decreases in precipitation due to drought conditions. The Groundwater Model Report states that during extended droughts, groundwater extraction in the Basin contributes to the dramatic decreases of surface flow in San Antonio Creek.<sup>125</sup> The Report also reiterates that surveys for the presence or absence of fish in San Antonio Creek "...indicated both declines of the metric and rebounds during the period 2006 to 2016" and that the fish have to capacity to "maintain and sustain in keeping with climatic driven historic conditions."<sup>126</sup>

### D. Monitoring Networks

GSP Regulations require that each basin be monitored, and that a monitoring network include monitoring objectives, monitoring protocols, and data reporting requirements be developed that shall promote the collection of data of sufficient quality, frequency, and distribution to characterize groundwater and related surface water conditions in the basin and evaluate changing conditions.<sup>127</sup>

The Alternative Report refers to a monitoring program operated in cooperation with the Ventura County Watershed Protection District to understand the hydrology of the Ojai Basin and to carry out the objectives of the Agency.<sup>128</sup> The Report states that the Agency conducts monitoring for surface water entering the Basin, recharge from rainfall, stream flow seepage, evapotranspiration, discharge from the Basin as surface flow and subsurface flow, and groundwater extractions to serve as a basis for modeling, to identify

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<sup>122</sup> Alternative Report, p. 26

<sup>123</sup> 23 CCR § 354.28(c)(6)

<sup>124</sup> Alternative Report, p. 5, 41

<sup>125</sup> Groundwater Model Report, p. 34

<sup>126</sup> Alternative Report, p. 33

<sup>127</sup> 23 CCR § 354.32

<sup>128</sup> Alternative Report, p. 9

changing conditions, and to implement management programs when needed.<sup>129</sup> The Report does not describe the monitoring program components and data or describe how monitoring data is or has been utilized by the Agency to avoid any identified adverse impacts related to the use of groundwater.

The Alternative Report states that the Ojai Basin Groundwater Management Agency, in cooperation with the Ventura County Watershed Protection District, routinely monitors key wells for water levels and water quality.<sup>130</sup> The Alternative Report shows the location of 17 wells monitored quarterly by Ventura County Watershed Protection District in compliance with CASGEM requirements and the location of six automated water level monitoring wells overseen by the Agency.<sup>131</sup> In addition to groundwater levels, the Agency routinely monitors and records annual groundwater extractions, agricultural irrigation demand, and the volume of water imports from Lake Casitas.<sup>132</sup>

The Alternative Report notes public water suppliers are required by the State to sample their wells for various constituents and that data is provided to the State Water Resources Control Board. The Report also notes that Ventura County Watershed Protection District performs annual water quality monitoring at seven to eight wells in the Ojai Basin and that property owners at environmental cleanup sites are required to conduct monitoring in coordination with the Regional Water Quality Control Board or the Ventura County Environmental Health Division; however, specific cleanup sites or contaminants in the Basin are not identified or described.

The Alternative Report states that the Agency monitors the northern and southern extent of surface water flow in the vicinity of Skunk Ranch Road Bridge, where groundwater discharges to San Antonio Creek due to the presence of a fault.<sup>133</sup> The Report states the Agency plans to build a database of the monthly extent of surface water flow in the Creek, but the Report does not specify how long this data has been collected or present results of the data collected to date. The Report states that the data are somewhat sporadic, and a complete dataset was not available during development of the Alternative Report. A diagram of this data, described as “conceptual,” is provided in the Report.<sup>134</sup>

## E. Projects and Management Actions

GSP Regulations require a description of the projects and management actions the submitting agency has determined will achieve the sustainability goal for the basin,

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<sup>129</sup> Alternative Report, p. 9

<sup>130</sup> Alternative Report, p. 9

<sup>131</sup> Alternative Report, Figure 2

<sup>132</sup> Alternative Report, Table 2 and Figure 12

<sup>133</sup> Alternative Report, p. 31

<sup>134</sup> Alternative Report, Figure 13, p. 31



including projects and management actions to respond to changing conditions in the basin.<sup>135</sup>

The Alternative Report notes actions and projects in which the Agency actively participates (e.g., recordation of groundwater extraction and water importation, controlling groundwater exports, watershed management planning) or supports for implementation (e.g., the San Antonio Creek Spreading Grounds Rehabilitation Project) that are consistent with the Agency Act.<sup>136</sup>

## VI. Assessment

The following describes the evaluation and assessment of the Alternative for the Ojai Basin as determined by Department staff. In undertaking this assessment, Department staff did not conduct geologic or engineering studies, although Department staff may have relied on publicly available geologic or engineering or other technical information to verify claims or assumptions presented in the Alternative.<sup>137</sup> As discussed above, Department staff has determined that the Ojai Basin Alternative was submitted within the statutory period, the Basin was found to be in compliance with the reporting requirements of CASGEM, and staff finds the Alternative to be complete.<sup>138</sup> Based on the evaluation and assessment of the Ojai Basin Alternative, Department staff does not believe that the Alternative satisfies the objectives of SGMA and recommends that the Alternative not be approved.<sup>139</sup>

### A. Evaluation of Alternative Contents

The Alternative Report's description of the Agency's responsibilities under its Agency Act were adequate to demonstrate the Agency's authority to submit and implement the Alternative. The administrative information provided was generally sufficient for Department staff to evaluate the Alternative for the purpose of determining whether the Basin has operated within its sustainable yield.

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<sup>135</sup> 23 CCR § 354.44

<sup>136</sup> Alternative Report, p. 3-9

<sup>137</sup> Instances where the Department review relied upon publicly available data that was not part of the Alternative are specifically noted in the assessment.

<sup>138</sup> As noted above (see Basin Coverage), because Department staff has determined that the Alternative does not effectively cover the entire basin, the Alternative cannot be assumed to "effectively" cover the entire basin. An Alternative that does not cover the entire basin cannot be approved, however the recommendation of Department staff does not rely on the lack of coverage, and staff expresses no opinion as to whether the existing coverage would otherwise be sufficient if sustainable management could be demonstrated.

<sup>139</sup> Water Code § 10733.6(a); 23 CCR § 358.4(b)

Based on information presented in the Alternative Report, the Groundwater Model Report, and other complementary documents, Department staff believes that the Agency has a reasonable understanding of the general geology and hydrology of the Basin. However, the Agency's understanding of groundwater conditions appears to be based on relatively sparse data that does not include information pertaining to several of the sustainability indicators. In particular, the Alternative Report and other documents contain little information about interconnected surface water conditions, including depletions of interconnected surface water, and land subsidence.

An alternative based on an analysis of basin conditions requires that the basin has operated within its sustainable yield, which SGMA defines with reference to the absence of undesirable results.<sup>140</sup> The Agency claims that the Basin is being sustainably managed and that undesirable results are not present.<sup>141</sup> By definition, a basin that does not experience undesirable results is sustainably managed.<sup>142</sup> However, an agency must demonstrate the lack of undesirable results, which presupposes the agency has identified conditions that would give rise to undesirable results through monitoring to be able to demonstrate that those conditions have not occurred, that the agency has managed groundwater to avoid conditions occurring throughout the basin that, if significant and unreasonable, would give rise to undesirable results, and implemented plans and management actions to address conditions that could lead to undesirable results. Department staff found no evidence that the Agency has done any of this for the Ojai Basin.

Similarly, although an agency is not required to establish criteria for undesirable results related to sustainability indicators that are not present and are not likely to occur in the basin,<sup>143</sup> the lack of undesirable results cannot be not presumed. With the exception of seawater intrusion, Department staff found no evidence that the Agency demonstrated the lack of undesirable results in the Ojai Basin, or that the Agency provided convincing technical arguments supporting their claim, as discussed below.

In lieu of evidence that the Ojai Basin has operated within its sustainable yield, the Agency emphasizes the apparent stability of groundwater levels and storage. Although this may support a claim that the Basin has operated within its safe yield,<sup>144</sup> it is not sufficient to

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<sup>140</sup> Water Code § 10721(w)

<sup>141</sup> Alternative Report, p. 4-5; Alternative Elements Guide, see Comments to §§ 354.18 (mistakenly referred to as § 354.18 in document), 354.24, 354.26, 354.28, 354.30, entries

<sup>142</sup> Water Code § 10720(v)

<sup>143</sup> 23 CCR § 354.26(d)

<sup>144</sup> Safe yield, although not mentioned in SGMA, is related to, but distinct from sustainable yield. Both legal and technical definitions tend to focus on the amount of water that can be withdrawn from a basin without causing overdraft (*City of Los Angeles v. City of San Fernando*, 14 Cal. 3d 199, 123 Cal. Rptr. 1, 537 P.2d 1250 (1975) (disapproved of by, *City of Barstow v. Mojave Water Agency*, on other grounds 23 Cal. 4th

demonstrate sustainable yield as required by SGMA. In particular, because the quantification of depletions of interconnected surface water due to groundwater use was not discussed in the Alternative, the Agency's claim that no undesirable results of this category occurred cannot be evaluated.

The Alternative Report describes a safe yield for the Basin as based on maintaining groundwater elevations that results from model estimates of median groundwater recharge of 5,026 acre-feet per year.<sup>145</sup> The Groundwater Model Report describes calculation of the safe yield value in greater detail, but reiterates that the average safe yield is based solely on maintaining average groundwater elevations in the Basin, and concedes that "[a] full understanding of annual [Ojai] Basin safe yield should consider the desired minimum groundwater discharge rates to San Antonio Creek, which is beyond the scope of this study."<sup>146</sup> No evidence was provided to indicate that subsequent studies of safe or sustainable yield considered impacts to stream flows, desired or optimal minimum groundwater discharge rates to San Antonio Creek, or any of the other undesirable results listed in SGMA except for those related to groundwater levels and storage. Furthermore, the Alternative did not provide a specific elevation that represented the average groundwater elevation for which the safe yield sought to maintain.

Consistent with the legislative intent of SGMA that groundwater management be undertaken locally to the greatest extent possible,<sup>147</sup> the local agency is responsible for defining what constitutes undesirable results.<sup>148</sup> The responsibility of the Department is to determine whether the assessment of the local agency is reasonable.<sup>149</sup> The Department does not expect local agencies to have anticipated and preemptively defined and identified unique management criteria for each of the undesirable results defined in SGMA. But, at a minimum, the local agency should be able to identify objective standards related to groundwater conditions that are functionally equivalent to one or more of the

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1224, 99 Cal. Rptr. 2d 294, 5 P.3d 853, 31 Env'tl. L. Rep. 20023 (2000)). Technical definitions, likewise, emphasize factors such as the maximum quantity of water that can be supplied from the aquifer during a critical period, the quantity of water that can be pumped regularly and permanently without dangerous depletion of the storage reserve, or the rate at which water can be withdrawn from an aquifer for human use without depleting the supply to the point of economically infeasible. (Alley, W.M., and Leake, S.A., 2004, *The journey from safe yield to sustainability: Ground Water*, v. 42, no. 1, p. 12–16. See also, Reilly, T.E., Dennehy, K.F., Alley, W.M., and Cunningham, W.L., 2008, *Ground-Water Availability in the United States: U.S. Geological Survey Circular 1323*, 70 p.). Whereas safe yield is normally considered from the perspective of groundwater availability, SGMA requires that groundwater management be evaluated from the perspective of its effect on other basin conditions, including the beneficial uses of the surface water.

<sup>145</sup> Groundwater Model Report, p. 22.

<sup>146</sup> Groundwater Model Report, p. 34-36

<sup>147</sup> Water Code § 10720.1

<sup>148</sup> 23 CCR § 354.26

<sup>149</sup> 23 CCR § 355.4

undesirable results, demonstrate they have managed the basin to those standards,<sup>150</sup> and be able to show how those standards can reasonably be extrapolated to factors related to other undesirable results.

Department staff believe that the Agency provided reasonable support for its conclusion that seawater intrusion is not present and not likely to occur, based on the fact that the Basin is over 10 miles inland and more than 700 feet above sea level. However, the Agency's blanket assertion that undesirable results are not present and not likely to occur for the remaining sustainability indicators appears to reflect the Agency's lack of information about those sustainability indicators. SGMA requires that basins be managed to a sustainable yield, which requires the avoidance of undesirable results. The only way to know that undesirable results have been avoided is to know what might cause them to occur in the first place and to define circumstances under which they would occur. Because the Agency has not established such standards, and because SGMA did not establish standard state criteria for undesirable results, the Department cannot conclude that undesirable results have not occurred in the Ojai Basin.

The Alternative Report states that there is no evidence of undesirable results for chronic lowering of groundwater levels or groundwater storage because declines in groundwater levels and storage during drought periods are reversed during wetter periods. Even assuming that groundwater levels and storage recover during wetter periods, as described, that notion is not a substitute for a determination by the Agency to demonstrate that undesirable results have been avoided during times when groundwater levels and the associated groundwater in storage have declined without adequate evidence. Additionally, the hydrograph in the Alternative Report shows groundwater levels declined from approximately 2005, when the Basin storage was near full,<sup>151</sup> through 2016 to near historically low levels.<sup>152</sup> Groundwater in storage similarly declined during the same time period to near historically-low levels in 2016, below the threshold identified in the Annual Report that could trigger other adverse impacts such as land subsidence.<sup>153</sup>

The Alternative Report states that there is no evidence of undesirable results for land subsidence because there are no visible land-surface effects of subsidence (e.g., ground fissures, elevated well casings). The Alternative Report cites a tectonic study indicating

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<sup>150</sup> Management need not involve the implementation of projects and management actions so long as passive management will suffice. But the establishment of quantifiable criteria, and monitoring of conditions to assure that thresholds associated with those criteria are not exceeded, and evidence that those thresholds were not in fact exceeded, would be required.

<sup>151</sup> Alternative Report, p. 24-26

<sup>152</sup> Alternative Report, p. 24, 26

<sup>153</sup> Annual Report, p. 17

subsidence may have occurred in the Basin between 2005 and 2010,<sup>154</sup> a period when groundwater levels were relatively high, according to the hydrograph for the key observation well in the Alternative Report. The Alternative Report concludes that the subsidence in the Ojai Basin was the result of tectonics, although the authors of the tectonic study came to the opposite conclusion, interpreting that subsidence in the Ojai area was due to groundwater pumping (see Groundwater Conditions, above). Despite the 2016 groundwater in storage exceeding a level that the Agency identified could trigger subsidence, the Agency did not provide evidence that any monitoring has been conducted to determine whether subsidence or the effects of subsidence were triggered. The Department does not assume that the subsidence observed in the Ojai Basin was necessarily due to groundwater extractions or that the four millimeters documented in a study of tectonically induced ground deformation amounts to significant and unreasonable land subsidence that substantially interferes with surface land uses. However, in the absence of a determination by the Agency that is supported by adequate data and analysis, it is impossible for the Department to say whether the Basin has or has not experienced undesirable results.

The Alternative Report states that there is no evidence of undesirable results for depletions of interconnected surface water and cites as evidence that the declines in streamflow are correlated with drought events and that surveys for the presence of endangered fish in San Antonio Creek indicate those fish are still present following drought periods. Department staff regard the correlation between streamflow fluctuation as a function of drought and precipitation, but do not regard that to be sufficient evidence to indicate the absence of undesirable results for streamflow depletion due to groundwater use. Similarly, the fact that some fish are present in a stream following periods of drought is not sufficient evidence to indicate that undesirable results are not present and not likely to occur. Although the Alternative Report refers to the fish presence and absence data as a proxy, it does not provide a discussion that is functionally equivalent to the requirement for a GSP to show significant correlation between the proxy metric (in this case fish presence or absence) and the sustainability indicator for which the proxy is to be used (depletion of interconnected surface water). As noted in some public comments, surveys for the mere presence or absence of fish are not, on their own, indicative of the overall health condition of the species in a given area.

The Groundwater Model Report notes that during droughts, groundwater extraction contributes to the dramatic decreases of groundwater discharge to San Antonio Creek,<sup>155</sup>

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<sup>154</sup> Scott T. Marshall, Gareth J. Funning, Susan E. Owen (2013) Fault slip rates and interseismic deformation in the western Transverse Ranges, California, *J. Geophys. Res. Solid Earth*, 118, doi:10.1002/jgrb.50312.

<sup>155</sup> Groundwater Model Development Report, p. 34

which indicates that groundwater is interconnected with surface water and that groundwater extraction has the potential to deplete the interconnected surface water system and adversely impact groundwater dependent ecosystems. Because the San Antonio Creek is tributary to the Ventura River and provides water to downgradient groundwater basins, the groundwater extraction in the Ojai Basin has the potential to adversely affect downgradient basins and their sustainability goals. The Groundwater Model Report states that “[a] full understanding of annual Basin safe yield should consider the desired minimum groundwater discharge rates to San Antonio Creek.”<sup>156</sup> In fact, SGMA requires a demonstration of sustainable yield, not simply safe yield; nevertheless Department staff were not able to find evidence in the Alternative to indicate that the Agency evaluated such factors as the minimum desired discharge rates to the creek and whether the discharge rate was within a desired or optimal minimum amount during the period of analysis. Absent that type of information, it is not possible to determine whether undesirable results related to depletion of interconnected surface water exist.

Although Department staff did not find sufficient justification for the Agency’s claim that the Ojai Basin has operated within its sustainable yield over a period of at least 10 years, even if the Agency had established objective standards of groundwater management and managed the basins to those standards, it is far from certain that the level of information provided would have supported the selection of any quantifiable thresholds. As an initial matter, the Agency claims that an alternative submitted pursuant to Water Code Section 10733.6(b)(3) is not required to demonstrate the existence of a monitoring network or projects and management actions.<sup>157</sup> To the extent an agency is able to demonstrate that it has operated a basin within its sustainable yield over a period of at least 10 years, nothing would require that agency to develop projects and management actions to achieve sustainability. However, the ability to demonstrate that the basin has been operated sustainably requires the establishment of measurable objectives, monitoring to demonstrate that those objectives have been met, and a range of projects and management actions available to the agency to respond to adverse conditions. Furthermore, Department staff notes that an approved alternative will be required to demonstrate in annual reports and five-year updates that the basin is maintaining operation within the sustainable yield and in the absence of undesirable results. To the extent that some data is being collected (e.g., to satisfy CASGEM requirements), the Alternative Report does not provide details regarding what is being monitored, what data are available to the Agency or the public, or how any of the information available to the Agency is being utilized.

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<sup>156</sup> Groundwater Model Development Report, p. 36

<sup>157</sup> Alternative Elements Guide, see Comments to §§ 354.34, 354.36, 354.38, 354.44 entries

For example, the Alternative Report presents groundwater level data and associated Basin storage values from a single well described as the “key observation well” for the Basin<sup>158</sup> (see Groundwater Conditions, above). Five other “key wells” are mentioned, but the Alternative does not provide any information about these wells, and does not provide any basis for using a single well as the proxy to represent the groundwater levels and the groundwater in storage for the entire Basin.<sup>159</sup> The Alternative Report appears to rely on data from a single “key well” to develop estimates of the changes in groundwater in storage through at least 2010, but does not describe how groundwater levels from that well were used to develop the basin-wide storage estimates or how the Agency determined that such extrapolation was reasonable.

Based on the information provided, Department staff have determined that the Agency has not demonstrated that the Ojai Basin has operated within its sustainable yield over a period of at least 10 years. The Department could find no evidence that the Agency defined basin conditions it sought to achieve or maintain, or that the Agency established objective criteria to maintain those conditions, or that it actively managed the Basin to any standards whatsoever. Without evidence that the Basin has been managed to a sustainable yield that is reasonable, Department staff are unable to conclude that the Ojai Basin has been operated within its sustainable yield for at least 10 years. In addition, the apparent lack of management to defined standards over the last 10 years do not support the Agency’s conclusion of sustainable groundwater management. As a result, Department staff are unable to determine if the Ojai Basin meets the objectives of SGMA, and therefore, recommend that the Alternative not be approved.

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<sup>158</sup> Alternative Report p. 22 and Figure 9

<sup>159</sup> 23 CCR § 354.36

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** HYDROLOGIC STATUS REPORT FOR JUNE 2019  
**DATE:** JULY 24, 2019

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**RECOMMENDATION:**

This item is presented for information only and no action is required. Data are provisional and subject to revision.

**DISCUSSION:**

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**Rainfall Data**

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	Casitas Dam	Matilija Dam	Thacher School
June 2019	0.00"	0.00"	0.16"
Water Year (WY: Oct 01 – Sep 30)	29.49"	39.65"	27.97"
Average station rainfall to date	23.29"	27.56"	20.91"

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**Ojai Water System Data**

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Wellfield production (June 2019)	159.7 AF
Surface water supplement (June 2019)	4.0 AF
Static depth to water surface – Mutual #6 (June 2019)	109.2 feet
Change in static level from May 2019	-1.2 feet

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**Robles Fish Passage and Diversion Facility Diversion Data**

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Diversions (June 2019)	0.53 AF
Diversion days in June	1
Total Diversions WY to date	20,882 AF
Diversion days this WY	140

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**Casitas Reservoir Data**

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Water surface elevation as of June 30, 2019	505.73 feet AMSL
Water storage last month	107,433 AF
Water storage as of July 1, 2019	106,487 AF
Net change in storage	- 946 AF
Change in storage from June 30, 2018	+ 25,491 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

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**Consumption Report**

**Water Sales FY 2018-2019 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2018 / 2019	2017 / 2018
													Total	Total
AD Ag-Domestic	445	411	363	355	228	67	36	14	22	202	128		2,272	3,652
AG Ag	341	290	229	236	166	41	32	9	17	150	75		1,584	2,601
C Commercial	120	118	103	82	60	36	24	21	28	60	53		704	921
DI Interdepartmental	40	25	9	5	3	1	2	3	2	23	15		128	119
F fire	0	0	0	0	0	0	0	0	0	0	0		0	0
I Industrial	2	1	1	2	1	1	2	3	2	2	1		18	14
OT Other	26	23	23	18	13	5	4	5	7	13	14		152	262
R Residential	258	260	244	220	192	112	95	78	97	162	156		1,874	2,361
RS - P Resale Pumped	113	115	109	99	79	44	61	6	9	31	17		682	592
RS - G Resale Gravity	341	250	199	283	276	110	79	86	61	34	67		1,786	2,309
TE Temporary	2	2	2	1	1	0	0	0	1	1	0		11	22
<b>Total</b>	<b>1,686</b>	<b>1,495</b>	<b>1,282</b>	<b>1,302</b>	<b>1,019</b>	<b>418</b>	<b>334</b>	<b>224</b>	<b>247</b>	<b>678</b>	<b>526</b>	<b>0</b>	<b>9,211</b>	<b>12,853</b>
<b>CMWD</b>	<b>1,512</b>	<b>1,320</b>	<b>1,115</b>	<b>1,146</b>	<b>885</b>	<b>341</b>	<b>271</b>	<b>170</b>	<b>180</b>	<b>564</b>	<b>419</b>			
<b>OJAI</b>	<b>174</b>	<b>175</b>	<b>167</b>	<b>156</b>	<b>134</b>	<b>77</b>	<b>63</b>	<b>54</b>	<b>67</b>	<b>114</b>	<b>107</b>			
<b>Total 2017 / 2018</b>	<b>1,355</b>	<b>1,185</b>	<b>1,608</b>	<b>1,628</b>	<b>1,026</b>	<b>1,085</b>	<b>592</b>	<b>898</b>	<b>384</b>	<b>815</b>	<b>1,078</b>	<b>1,200</b>	<b>N/A</b>	<b>12,853</b>

