



Board of Directors

Brian Brennan, Director
Angelo Spandrio, Director
Pete Kaiser, Director

Neil Cole, Director
Richard Hajas, Director

CASITAS MUNICIPAL WATER DISTRICT Meeting to be held at the

The meeting will be held via teleconference.
To attend the meeting please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 984 1485 4813#
Passcode: 757052#
January 27, 2021 @ 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. AGENDA CONFIRMATION
4. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
5. CONSENT AGENDA
 - 5.a. Accounts Payable Report.
[Accounts Payable Report.pdf](#)

5.b. Minutes of the January 6, 2021 Special Board Meeting.

[1 6 2021 Special Meeting Min.pdf](#)

5.c. Minutes of the January 13, 2021 Board Meeting.

[1 13 2021 Min.pdf](#)

5.d. Minutes of the January 15, 2021 Special Board Meeting.

[1 15 2021 Special Mtg Min.pdf](#)

6. ACTION ITEMS

6.a. Adoption of a Resolution revising the Casitas Municipal Water District Bylaws Article VII: Section 2.1 (Length of Term) and Section 3 (Board Officer Appointment Process), and Article XI: Sections 2.1 (Board Standing Committees), 2.2 (Executive Committee), and 2.3 (Standing Committee Schedule).

[Board Memo on Adoption of a Resolution revising CMWD Bylaws 012721.pdf](#)

[01 15 2021 CMWD Bylaws Amendment Resolution.pdf](#)

6.b. Election of Board Officers.

[Officer Assignments 2021.pdf](#)

6.c. Presentation of a revision to the Casitas Municipal Water District (Casitas MWD) Bylaws Article VIII (Meetings of the Board of Directors): Section 1 (Time and Place).

[Board Memo on Revision to the CMWD Bylaws - Meeting Time 012721.pdf](#)

6.d. Review and approval of United Water Conservation term sheet regarding purchase of Casitas MWD Table A Article 56 (carryover) State Water Project water supplies and direct staff to file a Notice of Exemption.

[Board Memo on Article 56 Carryover Water Purchase with United WCD 012721.pdf](#)

[UWCD Term Sheet 2020 Casitas Art 56 012721 ATT1.pdf](#)

[UWCD comment letter on Art 56 Transfer 012721 ATT2.pdf](#)

[Notice of Exemption - UWCD - Casitas Art 56 Transfer 012721 ATT3.pdf](#)

[Attachment to the Notice of Exemption 012721 ATT4.pdf](#)

7. DISCUSSION ITEMS/PRESENTATIONS

7.a. Discussion of the West Ojai Meter Relocations Evaluation and provide direction to staff.

[BoardMemo_MeterRelocations_Spec 19-408 202101.pdf](#)

[West Ojai Meter Relocation Evaluation_20210120.pdf](#)

8. INFORMATION ITEMS

8.a. Monthly Engineering Report for January 2021.

[Monthly Engineering Report.pdf](#)

8.b. Letters from Bruce Kuebler (Ventura River Water District) and Mike Hollebrands (Meiners Oak Water District) regarding a proposal for Water Agency Partnership

Meetings.

[Ventura River WD WATER SUPPLY AGENCY PARTNERSHIP 012720.pdf](#)

[Letter of support Meiners Oaks WD Water Agency Partnership 012723.pdf](#)

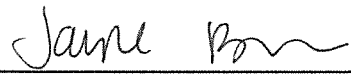
9. GENERAL MANAGER COMMENTS
10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).
12. CLOSED SESSION
 - 12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.
13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 12/31/20 - 01/13/21
Presented to the Board of Directors For Approval January 27, 2021

Check	Payee		Description	Amount
001015	Payables Fund Account	# 9759651478	Accounts Payable Batch 010621	\$ 1,339,461.73
001016	Payables Fund Account	# 9759651478	Accounts Payable Batch 121321	\$ 562,366.86
				<u>\$ 1,901,828.59</u>
001017	Payroll Fund Account	# 9469730919	Estimated Payroll 02/11/21	\$ 234,000.00
			Total	<u><u>\$ 2,135,828.59</u></u>

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, 001015-001017 have been duly audited is hereby certified as correct.



 Janyne Brown, 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.

001015 A/P Checks: 041688-041745
 A/P Draft to P.E.R.S.
 A/P Draft to State of CA
 A/P Draft to I.R.S.
 A/P Draft to S.E.I.U.
 A/P Draft to U.S. Bank 000104
 Voids:
 041719- Meiners Oaks Ace Hardware - Continuation of detail of check 041718

001011 A/P Checks: 041746-041813
 A/P Draft to P.E.R.S 000107
 A/P Draft to State of CA 000109
 A/P Draft to I.R.S. 000106
 A/P Draft to S.E.I.U. 000108
 A/P Draft to U.S. Bank 000105
 Voids:
 041777-J.W. Enterprises - Continuation of detail of check 041776
 041783- Meiners Oaks Ace Hardware - Continuation of detail of check 041782
 041806- Ojai Auto Supply - Error at billing



Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 01/09/21
Pay Date 01/14/21
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown
Jayne Brown

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 12/31/2020 THRU 1/13/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	1/06/2021			041719		
	C-CHECK	V	1/13/2021			041777		
	C-CHECK	V	1/13/2021			041783		
01570	Ojai Auto Supply							
	C-CHECK	VOIDED	V	1/13/2021		041806		18.31CR

* * 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:	4	VOID DEBITS 0.00		
		VOID CREDITS 18.31CR		
		18.31CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	18.31CR	0.00	0.00
BANK:		TOTALS:	4	18.31CR	0.00	0.00

1/13/2021 2:02 PM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE:12/31/2020 THRU 1/13/2021

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03206	I-1689682							
	U.S. Bank Global Corporate Tru Tax Bonds, Series B	D	1/06/2021	913,643.75		000104		913,643.75
03206	I-1705014							
	U.S. Bank Global Corporate Tru CFD 2013-1 Ojai 2019 Tax Bond	D	1/13/2021	245,500.00		000105		245,500.00
00128								
	INTERNAL REVENUE SERVICE							
	I-T1 202101111835 Federal Withholding	D	1/13/2021	36,907.15		000106		
	I-T3 202101111835 SS WITHHOLDING	D	1/13/2021	40,729.84		000106		
	I-T4 202101111835 MEDICARE WITHHOLDING	D	1/13/2021	9,525.52		000106		87,162.51
00187								
	CALPERS							
	I-PBB202101111835 PERS BUY BACK	D	1/13/2021	130.46		000107		
	I-PBP202101111835 PERS BUY BACK	D	1/13/2021	161.96		000107		
	I-PEB202101111835 PEPRA EMPLOYEES PORTION	D	1/13/2021	11,220.45		000107		
	I-PEM202101111835 PERS EMPLOYEE PORTION MGMT	D	1/13/2021	1,687.71		000107		
	I-PER202101111835 PERS EMPLOYEE PORTION	D	1/13/2021	6,856.30		000107		
	I-PRB202101111835 PEBRA EMPLOYER PORTION	D	1/13/2021	12,852.88		000107		
	I-PRR202101111835 PERS EMPLOYER PORTION	D	1/13/2021	11,481.00		000107		44,390.76
00180								
	S.E.I.U. - LOCAL 721							
	I-COP202101111835 SEIU 721 COPE	D	1/13/2021	27.50		000108		
	I-UND202101111835 UNION DUES	D	1/13/2021	757.25		000108		784.75
00049								
	STATE OF CALIFORNIA							
	I-T2 202101111835 State Withholding	D	1/13/2021	14,356.88		000109		14,356.88
00006								
	ADAMSON'S AUTOMOTIVE REPAIR							
	I-010110 Towing Service - Unit 51	R	1/06/2021	175.00		041688		175.00
03044								
	Amazon Capital Services							
	I-13GX-797L-TM6H USB Car Charger - UT	R	1/06/2021	40.12		041689		
	I-17VT-DFV7-Q36T Flexible Cable - MAINT	R	1/06/2021	38.29		041689		
	I-1C6N-V1X1-LHR9 Water Filters - GARAGE	R	1/06/2021	142.96		041689		
	I-1CGQ-6MQP-GCPY Computer Components - EM	R	1/06/2021	110.36		041689		
	I-1CRF-GHRX-P91P Ink - WH	R	1/06/2021	19.32		041689		
	I-1CRF-GHRX-QKJG High Speed HDMI Cable - IT	R	1/06/2021	11.79		041689		
	I-1G9R-VWJK-1MH3 USB Hardware - EM	R	1/06/2021	81.24		041689		
	I-1QJ4-PQWR-D7QJ Electrical Code Books - EM	R	1/06/2021	274.61		041689		
	I-1WLD-HWCN-41C9 Toner - PR	R	1/06/2021	444.62		041689		
	I-1Y49-W71K-7MFN Account Books - MAINT	R	1/06/2021	51.26		041689		1,214.57
00022								
	AMERICAN WATER WORKS ASSOC.							
	I-7001862269 2021 Membership 00035537	R	1/06/2021	459.00		041690		459.00

1/13/2021 2:02 PM
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01602	ANGELUS BLOCK CO., INC. I-VT00250425 Split Face Block - LCRA	R	1/06/2021	364.38		041691		364.38
00014	AQUA-FLO SUPPLY I-SI1657116 Brass Nipple & Gasket - PL	R	1/06/2021	86.60		041692		86.60
01703	ARNOLD LAROCHELLE MATTHEWS I-2064 Metter #5088-001 I-2065 Metter #5088-022 11/20	R R	1/06/2021 1/06/2021	7,556.36 768.00		041693 041693		8,324.36
00030	B&R TOOL AND SUPPLY CO I-1900953217 Padlocks - EM I-1900953218 Re-Key Cylinder Lock - EM I-1900953454 Shop Vacuum - MAINT I-1900953550 Barrel Lock Keys - UT I-1900953551 Barrel Lock Key - LAB	R R R R R	1/06/2021 1/06/2021 1/06/2021 1/06/2021 1/06/2021	249.44 304.44 296.31 307.09 204.73		041694 041694 041694 041694 041694		1,362.01
00679	BAKERSFIELD PIPE & SUPPLY INC I-S2776432.001 28" Drop in Filter Gaskets -TP I-S2778966.001 Teflon Tape & Flange - PL	R R	1/06/2021 1/06/2021	168.86 109.91		041695 041695		278.77
01295	BSN CONSTRUCTION I-010421a Asphalt Patching - ENG I-010421b Asphalt Patching - ENG	R R	1/06/2021 1/06/2021	12,388.95 7,763.40		041696 041696		20,152.35
03021	Central Communications I-000019-321-281 Call Center 11/20	R	1/06/2021	156.30		041697		156.30
00117	CERTEX USA, INC I-10805427-01 Jaw Swival - PL	R	1/06/2021	1,500.01		041698		1,500.01
03978	Virgil Clary I-Nov 20 Reimburse Expenses 11/20 I-Oct 20 Reimburse Expenses 10/20	R R	1/06/2021 1/06/2021	37.55 143.58		041699 041699		181.13
01843	COASTAL COPY I-936055 Printer - UT/EM/WH	R	1/06/2021	1,607.68		041700		1,607.68
00062	CONSOLIDATED ELECTRICAL I-9009-418963 Allen Bradley Starter - EM	R	1/06/2021	520.27		041701		520.27
00064	CROWDER BACKFLOW SERVICES, INC I-31183 Backflow Testing - TP/LCRA	R	1/06/2021	1,230.00		041702		1,230.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05777	Davey Resource Group, Inc.							
I-107374	Tree Ins[ection Services -LCRA	R	1/06/2021	1,800.00		041703		1,800.00
05773	Dickson/Unigage Inc.							
I-INV1117551	Calibrate 1 Data Logger - PL	R	1/06/2021	175.41		041704		175.41
00095	FAMCON PIPE & SUPPLY							
I-S100044082.001	2" Pipe - PL	R	1/06/2021	1,415.70		041705		
I-S100044485.001	6" Romac Coupling - PL	R	1/06/2021	241.31		041705		
I-S100044635.001	Adapter & Ball AMS - PL	R	1/06/2021	1,012.44		041705		
I-S100044651.002	Clamp - PL	R	1/06/2021	889.21		041705		3,558.66
00099	FGL ENVIRONMENTAL							
I-015554A	Manganese Monitoring 11/10/20	R	1/06/2021	145.00		041706		
I-015555A	Lake Nutrient Monitoring 11/10	R	1/06/2021	1,472.00		041706		
I-015909A	Nitrate Monitoring 11/17/20	R	1/06/2021	43.00		041706		
I-016274A	Nitrate Monitoring 11/24/20	R	1/06/2021	43.00		041706		
I-016288A	Plant Effluent DBP 11/20/20	R	1/06/2021	224.00		041706		
I-016488A	Nitrate Monitoring 12/01/20	R	1/06/2021	61.00		041706		1,988.00
01047	FORESTRY SUPPLIERS, INC.							
C-790923-00b	Accrue Use Tax	R	1/06/2021	7.96CR		041707		
D-790923-00a	Accrue Use Tax	R	1/06/2021	7.96		041707		
I-790923-00	Chainsaw Sharpener - LCRA	R	1/06/2021	145.56		041707		145.56
00121	HACH COMPANY							
I-12255051	Chlorine Reagent - LAB	R	1/06/2021	175.96		041708		
I-12261964	Lab Supplies - LAB	R	1/06/2021	143.73		041708		319.69
04730	Hildebrand Consulting, LLC							
I-264	Water Cost Rate Study - MGMT	R	1/06/2021	1,050.00		041709		1,050.00
00596	HOME DEPOT							
I-3111127	Paint & Building Supplies - EM	R	1/06/2021	537.87		041710		
I-3111130	Refrigerator - EM	R	1/06/2021	213.35		041710		
I-4903732	LED Lights - WH	R	1/06/2021	37.51		041710		788.73
00125	IDEXX DISTRIBUTION CORP							
I-3076371773	Colilert & Vessel - LAB	R	1/06/2021	1,475.64		041711		1,475.64
02762	Industrial Technologies Group,							
I-82291	Braided Packing - EM	R	1/06/2021	347.06		041712		347.06

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04598	IRJ Engineers, Inc On Call Wellfield Elect. - ENG	R	1/06/2021	206.50		041713		206.50
00131	JCI JONES CHEMICALS, INC Chlorine - TP, CM 842110	R	1/06/2021	1,650.00		041714		1,650.00
01161	LAKE CASITAS MARINA CAFE Holiday Breakfast - MGMT	R	1/06/2021	1,231.23		041715		1,231.23
05449	Matheson Tri-Gas, Inc. Liquid Oxigent - TP	R	1/06/2021	6,583.17		041716		6,583.17
02129	Tracy Medeiros 1102WC180000001 12/26-01/08/21	R	1/06/2021	580.00		041717		580.00
00151	MEINERS OAKS ACE HARDWARE							
I-950539	Wood - SAFETY	R	1/06/2021	29.16		041718		
I-950781	Pressure Washer - FISH	R	1/06/2021	405.02		041718		
I-951114	Paint - LCRA	R	1/06/2021	90.36		041718		
I-951925	Blue Tarp - PL	R	1/06/2021	21.45		041718		
I-951999	Septic Chemicals - PL	R	1/06/2021	31.15		041718		
I-952060	Angle, Bolts & Screws - WP	R	1/06/2021	52.12		041718		
I-952121	Brass Addapter & Paint - UT	R	1/06/2021	133.14		041718		
I-952126	Hexkey Combo & Flring Tool -UT	R	1/06/2021	55.54		041718		
I-952197	Cable - LCRA	R	1/06/2021	19.51		041718		
I-952213	Pressure Treated Lumber - LCRA	R	1/06/2021	183.40		041718		
I-952216	Key Cut & Carabiner Clip - EM	R	1/06/2021	94.51		041718		
I-952228	Flat Steel Stakes & Brush-LCRA	R	1/06/2021	79.12		041718		
I-952230	Tape Rule - LCRA	R	1/06/2021	15.59		041718		
I-952245	Wire Channel & Fittings - LCRA	R	1/06/2021	65.30		041718		
I-K51377	Plywood - MAINT	R	1/06/2021	178.91		041718		1,454.28
05755	Mekco Manufacturing FRP Building - ENG	R	1/06/2021	5,622.75		041720		5,622.75
03724	Michael K. Nunley & Associates							
I-8519	OWS Trasmission Study - ENG	R	1/06/2021	3,319.95		041721		
I-8520	Mutual Well#7 Equipment - ENG	R	1/06/2021	6,305.77		041721		
I-8521	Wellfield Eng Tech Svcs. - ENG	R	1/06/2021	1,495.56		041721		
I-8522	OWS Wellfield VDF Design - ENG	R	1/06/2021	1,480.34		041721		
I-8535	Running Ridge Zone Improv -ENG	R	1/06/2021	10,462.28		041721		23,063.90
03444	Mission Linen Supply							
I-513607731	Uniform Pants - TP	R	1/06/2021	40.00		041722		
I-513867058	Uniform Pants - MAINT	R	1/06/2021	80.00		041722		
I-513922657	Uniform Pants - PL	R	1/06/2021	33.71		041722		
I-513922658	Uniform Pants - MAINT	R	1/06/2021	26.41		041722		
I-513922659	Uniform Pants - UT	R	1/06/2021	28.76		041722		
I-513922662	Uniform Pants - TP	R	1/06/2021	38.28		041722		247.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03701	MNS Engineers, Inc.							
I-76940	LCRA Sewer Implementation -ENG	R	1/06/2021	503.13		041723		
I-76941	Rincon 2 (M) Evaluation - ENG	R	1/06/2021	10,416.58		041723		10,919.71
00912	OJAI BUSINESS CENTER, INC							
I-15752	Shipping - LAB	R	1/06/2021	49.62		041724		49.62
00165	OJAI LUMBER CO, INC							
I-2012-609410	Hardie Cedarmill - LCRA	R	1/06/2021	450.72		041725		
I-2012-612466	Corrugated Roofing - LCRA	R	1/06/2021	204.13		041725		
I-2101-612976	Roofing - LCRA	R	1/06/2021	29.16		041725		684.01
00168	OJAI VALLEY NEWS							
I-300038264	Monthly AD 12/25/20	R	1/06/2021	150.00		041726		150.00
10072	PERMACOLOR, INC							
I-2009479	Sandblast & Coat - EM	R	1/06/2021	1,077.36		041727		1,077.36
01439	PRECISION POWER EQUIPMENT							
I-1024	Trash Pump Repair - TP	R	1/06/2021	259.39		041728		259.39
00313	ROCK LONG'S AUTOMOTIVE							
I-30927	Brakes - Unit 22	R	1/06/2021	632.47		041729		632.47
02756	SC Fuels							
I-1780572-IN	Gas & Diesel - DO	R	1/06/2021	4,473.83		041730		4,473.83
03669	Sierra Traffic Service, Inc.							
I-33316	TrafficControl Cuyama/HWY33-PL	R	1/06/2021	1,506.75		041731		1,506.75
00215	SOUTHERN CALIFORNIA EDISON							
I-010521a	Acct#2210505426	R	1/06/2021	1,801.85		041732		
I-010521b	Acct#2210502480	R	1/06/2021	247,949.40		041732		
I-010621	Acct#2269631768	R	1/06/2021	30.05		041732		
I-123020	Acct#2210507034	R	1/06/2021	11,483.25		041732		
I-123120	Acct#2210503702	R	1/06/2021	6,364.46		041732		267,629.01
00767	STATE WATER RESOURCES CONTROL							
I-LW-1031579	SWRCB Water System Fees-Ojai	R	1/06/2021	13,895.75		041733		
I-LW-1031589	SWRCB Water System Fees-Casita	R	1/06/2021	14,030.50		041733		27,926.25
02643	Take Care by WageWorks							
I-11918626	Reimburse Med/Dep Care	R	1/06/2021	203.98		041734		203.98

1/13/2021 2:02 PM
 VENDOR SET: 01 Casitas Municipal Water D
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 DATE RANGE: 12/31/2020 THRU 1/13/2021

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05483	TestEquity LLC.							
I-55067	Fluke PQ Monitor Equipment -EM	R	1/06/2021	386.10		041735		386.10
01512	TRENCH SHORING COMPANY							
I-RI20076528	Trench Plate - PL	R	1/06/2021	585.10		041736		585.10
00225	UNDERGROUND SERVICE ALERT							
I-1220200097	CAS01 New Ticket Changes	R	1/06/2021	227.80		041737		
I-dsb20197029	Regulatory Costs - ENG	R	1/06/2021	157.24		041737		385.04
00246	VENTURA COUNTY AIR POLLUTION							
I-1043524	VCAPCD Permit Renewal - TP	R	1/06/2021	623.00		041738		623.00
01291	Ventura County Star							
I-121520	12 Month Subscription	R	1/06/2021	712.32		041739		712.32
00254	VENTURA LOCKSMITHS							
I-H 1215208	Safe Keypad & Labor - LCRA	R	1/06/2021	557.13		041740		
I-HM12312020-1	Key Made - EM	R	1/06/2021	75.96		041740		633.09
00257	VENTURA RIVER WATER DISTRICT							
I-123120a	Acct#537500A	R	1/06/2021	77.40		041741		
I-123120b	Acct#3-50100A	R	1/06/2021	10.00		041741		87.40
09955	VENTURA WHOLESALE ELECTRIC							
I-250474	Electrical Parts for Rinon PP	R	1/06/2021	652.73		041742		652.73
02854	Water Works Engineers, LLC							
I-11241	West End Ojai Ave PL - ENG	R	1/06/2021	16,051.34		041743		16,051.34
00663	WAXIE SANITARY SUPPLY							
I-79712877	Janitorial Supplies - DO	R	1/06/2021	862.31		041744		862.31
05028	Weck Analytical Environmental							
I-W0L1089-Casitasmun	Mo Plant Effluent Spec. - LAB	R	1/06/2021	180.00		041745		180.00
00947	CITY OF OJAI							
I-010621a	Encroachment Permits-Grand Ave	R	1/07/2021	1,000.00		041746		1,000.00
00947	CITY OF OJAI							
I-010621b	Encroachment Permits-Grand Ave	R	1/07/2021	1,200.00		041747		1,200.00
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-676009	SRT L/T Conn - ENG	R	1/13/2021	180.17		041748		180.17

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE:12/31/2020 THRU 1/13/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03044	Amazon Capital Services							
	I-16G9-XPMK-YWPJ Cut-off Wheels - LCRA	R	1/13/2021	53.60		041749		
	I-16Y1-HW19-TQ4K Battery Box - LCRA	R	1/13/2021	173.74		041749		
	I-1714-V17F-4M1N Motion Activated Switches-LCRA	R	1/13/2021	42.84		041749		
	I-17K7-XP9G-67X1 Vacuum Filtrrs - MAINT	R	1/13/2021	51.24		041749		
	I-19GY-KVMN-RG93 Office Supplies - LCRA	R	1/13/2021	179.34		041749		
	I-1JRT-LMYL-JLXP Internet Cable - LCRA	R	1/13/2021	35.50		041749		
	I-1L1V-K6MR-6TQ1 Water Filters - MGMT	R	1/13/2021	134.05		041749		
	I-1WJ7-QJFG-K1X7 Pesticide Books - LCRA	R	1/13/2021	201.57		041749		871.88
00029	AMERICAN TOWER CORP							
	I-3487116 Tower Rent-Red Mtn.Rincon Peak	R	1/13/2021	2,196.12		041750		2,196.12
00014	AQUA-FLO SUPPLY							
	I-SI1662760 Superior 950 Repair Kit - LCRA	R	1/13/2021	24.33		041751		24.33
01666	AT & T							
	I-000015873340 Local Regional, Long Distance	R	1/13/2021	1,339.26		041752		1,339.26
00030	B&R TOOL AND SUPPLY CO							
	I-1900953664 Air Filters - EM	R	1/13/2021	164.98		041753		
	I-1900953706 Rebel 600 Lumen - UT	R	1/13/2021	74.89		041753		
	I-1900953707 Flashlight - UT	R	1/13/2021	74.89		041753		
	I-1900953731 Pad Locks - MAINT	R	1/13/2021	198.48		041753		
	I-1900953786 Alemite Bucket Pump - PL	R	1/13/2021	725.56		041753		1,238.80
00646	BLACKBURN MANUFACTURING CO							
	I-C087729 Marking Flags - ENG	R	1/13/2021	217.77		041754		217.77
03207	BMI PacWest Inc.							
	I-014836 AC Maintenance - DO	R	1/13/2021	576.00		041755		576.00
00756	BOARD OF EQUALIZATION							
	I-123120 Use Tax Return 15300115	R	1/13/2021	823.12		041756		823.12
03208	Brady Americas							
	I-9345332546 Lockout Lbls - TP	R	1/13/2021	52.95		041757		52.95
09182	CALPERS							
	I-100000016284842 Unfunded Accrued Liab. 01/21	R	1/13/2021	50,393.14		041758		50,393.14
02787	Lindsay Cao							
	I-Dec 20 Reimburse Expenses 12/20	R	1/13/2021	207.00		041759		207.00

VENDOR SET: 01 Casitas Municipal Water D
BANK: AP ACCOUNTS PAYABLE
DATE RANGE:12/31/2020 THRU 1/13/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00055 I-Dec 20	CASITAS BOAT RENTALS Gas for Boats - LCRA	R	1/13/2021	263.10		041760		263.10
05774 I-2717078	CliftonLarsonAllen LLP Audit Service for FY 19/20	R	1/13/2021	1,630.00		041761		1,630.00
01843 I-937112	COASTAL COPY Copier Usage - DO	R	1/13/2021	178.55		041762		178.55
05781 I-011221	David Cohn Irrigation Controller Rebate	R	1/13/2021	250.00		041763		250.00
00719 I-82060897	CORELOGIC INFORMATION SOLUTION Realquest Subscription	R	1/13/2021	137.50		041764		137.50
01764 I-DP2004782	DataProse, LLC UB Mailing 11/20	R	1/13/2021	4,141.82		041765		4,141.82
05154 I-800481447	Dex YP Yellow Pages - LCRA/DO	R	1/13/2021	25.00		041766		25.00
01288 I-93955758	ENVIRONMENTAL SYSTEMS ESRI Licenses - ENG	R	1/13/2021	10,000.00		041767		10,000.00
00095 I-S100041525.004	FAMCON PIPE & SUPPLY Meter Boxes - INV	R	1/13/2021	12,904.32		041768		12,904.32
00013 I-0742735	FERGUSON ENTERPRISES INC Replace Faucet - LCRA	R	1/13/2021	771.41		041769		771.41
00099 I-016932A	FGL ENVIRONMENTAL Nitrate Monitoring 12/08/20	R	1/13/2021	43.00		041770		43.00
04634 I-155279	GHD Inc DO Electrical - ENG	R	1/13/2021	91.54		041771		91.54
00115 I-9764099074	GRAINGER, INC Verical Lifeline 100 Ft - SAFE	R	1/13/2021	116.12		041772		116.12
00746 I-518094	GREEN THUMB INTERNATIONAL Plants for DO Garden - PR	R	1/13/2021	50.41		041773		50.41
00121 I-12268199	HACH COMPANY Lab Supplies - LAB	R	1/13/2021	91.57		041774		91.57

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 12/31/2020 THRU 1/13/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00596	HOME DEPOT							
I-2302413	Vacuum - LCRA	R	1/13/2021	245.60		041775		
I-290140	Microwave - UT	R	1/13/2021	117.45		041775		
I-8901231	Air Compressor - MAINT	R	1/13/2021	138.35		041775		501.40
09910	J.W. ENTERPRISES							
I-331205	CT Pumping - AVE 1PP	R	1/13/2021	76.50		041776		
I-331206	CT Pumping - VILLANOVA	R	1/13/2021	76.50		041776		
I-331207	CT Pumping - OVPP	R	1/13/2021	76.50		041776		
I-331208	CT Pumping - 4M PP	R	1/13/2021	76.50		041776		
I-331209	CT Pumping - GRAND AVE.	R	1/13/2021	76.50		041776		
I-331210	CT Pumping - 4M RES.	R	1/13/2021	76.50		041776		
I-331211	CT Pumping - SA PLANT	R	1/13/2021	153.00		041776		
I-331212	CT Pumping - UPPER OJAI RES.	R	1/13/2021	76.50		041776		
I-331213	CT Pumping - 3M PUMP	R	1/13/2021	76.50		041776		
I-331214	CT Pumping - SIGNAL RES.	R	1/13/2021	76.50		041776		
I-331215	CT Pumping - FAIRVIEW RES.	R	1/13/2021	76.50		041776		
I-331216	CT Pumping - CASITAS DAM	R	1/13/2021	76.50		041776		
I-331217	CT Pumping - RINCON TANK	R	1/13/2021	76.50		041776		
I-331218	CT Pumping - BATES RES	R	1/13/2021	76.50		041776		1,147.50
02344	Janitek Cleaning Solutions							
I-40020A	Janitorial Service - DO	R	1/13/2021	2,477.95		041778		2,477.95
05780	Law Office of Diedre Frank							
I-011121	Claim 1102WC180000002	R	1/13/2021	738.00		041779		738.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-00009-02-035996	Sacrificial Anodes - WP	R	1/13/2021	768.68		041780		768.68
01270	SCOTT LEWIS							
I-Dec 20	Reimburse Expenses 12/20	R	1/13/2021	5,034.50		041781		5,034.50
00151	MEINERS OAKS ACE HARDWARE							
I-950607	Batteries, Tape & Broom - TP	R	1/13/2021	57.46		041782		
I-950613	Bolts & Screws - FISH	R	1/13/2021	7.79		041782		
I-950783	Link Change - FISH	R	1/13/2021	24.26		041782		
I-951923	Disck Flap & Screws - EM	R	1/13/2021	19.65		041782		
I-951979	Plug & Cord - MAINT	R	1/13/2021	32.62		041782		
I-952134	Tape & Paint - EM	R	1/13/2021	25.09		041782		
I-952296	Cement & Disc Flap - LCRA	R	1/13/2021	63.37		041782		
I-952478	Table Saw Blade - MAINT	R	1/13/2021	82.08		041782		
I-952488	Arco Valve - LCRA	R	1/13/2021	19.11		041782		
I-952495	Painter Tape - MAINT	R	1/13/2021	32.44		041782		
I-952528	Bolts, Screws & Angle - WP	R	1/13/2021	18.96		041782		
I-952594	Carpenter Supplies - LCRA	R	1/13/2021	8.37		041782		
I-952710	Wood & Hook - MAINT	R	1/13/2021	27.69		041782		
I-952889	Paint - LCRA	R	1/13/2021	45.56		041782		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-952953	Power Bit & #3 Rebar - LCRA	R	1/13/2021	28.72		041782		
I-953048	Packing Tape - LCRA	R	1/13/2021	13.92		041782		
I-953343	Bolts & Screws - WP	R	1/13/2021	39.92		041782		
I-953404	Ball Valve & Hose Adapter - TP	R	1/13/2021	13.06		041782		
I-K51350	Silicone - FISH	R	1/13/2021	4.87		041782		564.94
03724	Michael K. Nunley & Associates							
I-8523	Daly Rd Hydraulic Modeling-ENG	R	1/13/2021	1,538.82		041784		
I-8563	On Call Hydraulic Modeling-ENG	R	1/13/2021	912.58		041784		2,451.40
03444	Mission Linen Supply							
I-513902906	Uniform Pants - MAINT	R	1/13/2021	80.00		041785		
I-513961159	Uniform Pants - PL	R	1/13/2021	33.71		041785		
I-513961160	Uniform Pants - MAINT	R	1/13/2021	26.41		041785		
I-513961161	Uniform Pants - UT	R	1/13/2021	28.76		041785		
I-513961163	Uniform Pants - PL	R	1/13/2021	38.28		041785		
I-514001596	Uniform Pants - PL	R	1/13/2021	33.71		041785		
I-514001597	Uniform Pants - MAINT	R	1/13/2021	26.41		041785		
I-514001598	Uniform Pants - UT	R	1/13/2021	28.76		041785		
I-514001601	Uniform Pants - TP	R	1/13/2021	38.28		041785		334.32
03701	MNS Engineers, Inc.							
I-76938	Rincon PP Relocated Design-ENG	R	1/13/2021	161.25		041786		161.25
01570	Ojai Auto Supply							
I-508069	Door Hinge Pin - Unit 4	R	1/13/2021	18.04		041787		18.04
01882	OJAI BASIN GROUNDWATER							
I-123120	Quarterly Pumping Fee	R	1/13/2021	21,450.50		041788		21,450.50
00165	OJAI LUMBER CO, INC							
I-2101-613511	Steel form Stake - LCRA	R	1/13/2021	55.66		041789		55.66
00168	OJAI VALLEY NEWS							
I-300038308	Year End OP-ED Ad - PR	R	1/13/2021	315.00		041790		
I-300038317	Legal Notice - PR	R	1/13/2021	40.00		041790		355.00
00188	PETTY CASH							
I-010821	Replenish Petty Cash - DO	R	1/13/2021	454.17		041791		454.17
05713	Pops Auto Repair							
I-037	Service Unit 57	R	1/13/2021	948.32		041792		
I-038	Service Unit 34	R	1/13/2021	686.98		041792		1,635.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01439	PRECISION POWER EQUIPMENT							
I-145907	Engine Oil - MAINT	R	1/13/2021	12.91		041793		12.91
00790	PROFORMA							
I-BI85003297A	Jacket, Caps & Shirts - UT	R	1/13/2021	513.95		041794		
I-BI85003341A	Screen Print - EM	R	1/13/2021	186.41		041794		700.36
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-10128	Gas Tank Inspection - DO	R	1/13/2021	230.00		041795		
I-10129	Gas Tank Inspection - LCRA	R	1/13/2021	230.00		041795		460.00
00306	Rincon Consultants, Inc.							
I-27323	VTA-Carp Intertie Service-ENG	R	1/13/2021	3,456.00		041796		3,456.00
02756	SC Fuels							
I-1781101-IN	Gas & Diesel - LCRA	R	1/13/2021	2,690.29		041797		2,690.29
00872	Smart Rain							
I-INV1473	Water Station Signal	R	1/13/2021	79.00		041798		79.00
00215	SOUTHERN CALIFORNIA EDISON							
I-010721	Acct#2237789169	R	1/13/2021	19.35		041799		19.35
00266	THOMSON REUTERS - WEST							
I-843676330	Government Code Updates - MGMT	R	1/13/2021	5,834.40		041800		5,834.40
02323	Mitch Tull							
I-011121	1102WC180000002	R	1/13/2021	4,437.00		041801		4,437.00
00239	VENTURA CHAMBER OF COMMERCE							
I-61495094472	2021 Membership Dues	R	1/13/2021	940.00		041802		940.00
00247	County of Ventura							
I-306874	Encroachment Permit PE2003582	R	1/13/2021	170.00		041803		
I-307011	Encroachment Permit PE2005511	R	1/13/2021	170.00		041803		
I-307658	Encroachment Permit PE 2005751	R	1/13/2021	170.00		041803		
I-307871	Encroachment Permit PE2004222	R	1/13/2021	170.00		041803		
I-307873	Encroachment Permit PE2005821	R	1/13/2021	170.00		041803		
I-307935	Encroachment Permit PA0007	R	1/13/2021	1,625.00		041803		2,475.00
01283	Verizon Wireless							
I-9870503300	Monthly Cell Charges - DO	R	1/13/2021	4,335.24		041804		
I-9870503747	Monthly Cell Charges - LCRA	R	1/13/2021	496.63		041804		4,831.87

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05732	Water Consultancy Inc Consulting Service Rate Study	R	1/13/2021	4,640.00		041805		4,640.00
1	ZHAO, MING US REFUND	R	1/13/2021	60.00		041807		60.00
1	ZELLMER, EVAN US REFUND	R	1/13/2021	60.00		041808		60.00
1	SAM HILL & SONS, INC US REFUND	R	1/13/2021	500.00		041809		500.00
04010	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	1/13/2021	386.30		041810		386.30
02823	Franchise Tax Board STATE TAX GARNISHMENT	R	1/13/2021	500.00		041811		500.00
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	1/13/2021	375.00		041812		
	I-DI%202101111835 DEFERRED COMP PERCENT	R	1/13/2021	111.12		041812		486.12
00985	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R	1/13/2021	480.77		041813		
	I-DCN202101111835 DEFERRED COMP FLAT	R	1/13/2021	7,572.10		041813		
	I-DN%202101111835 DEFERRED COMP PERCENT	R	1/13/2021	398.80		041813		8,451.67

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	122	596,754.74	0.00	596,754.74
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	1,305,838.65	0.00	1,305,838.65
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			128	1,902,593.39	0.00	1,902,593.39
BANK: AP	TOTALS:		128	1,902,593.39	0.00	1,902,593.39
REPORT TOTALS:			128	1,902,593.39	0.00	1,902,593.39

Void check # 41580
 Void check # 41660

(753.00)

(11.80)

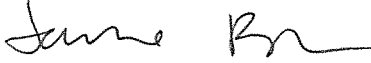
1,901,828.59 19

Adjudication Charge Fund Account

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.

Adj. Checks: 000006
 000007

Voids:



Janyne Brown , Chief Financial Officer

Signature

Signature

Signature

VENDOR SET: 01 Casitas Municipal Water D
 BANK: ADJ ADJUDICATION ACCOUNT
 DATE RANGE: 12/31/2020 THRU 1/13/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01703 I-1980	ARNOLD LAROCHELLE MATTHEWS Adjudication Litigation 10/20	R	1/06/2021	533.00		000006		533.00
00756 I-123120b	BOARD OF EQUALIZATION Use Tax Return 15300115	R	1/13/2021	7.88		000007		7.88

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	540.88	0.00	540.88
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:	0	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: ADJ	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	540.88	0.00	540.88
BANK: ADJ		TOTALS:	2	540.88	0.00	540.88
REPORT TOTALS:			2	540.88	0.00	540.88

Minutes of the Casitas Municipal Water District
Special Board Meeting Held
January 6, 2021

A special meeting of the Board of Directors was held January 6, 2021. The meeting was held via teleconference.

1. CALL TO ORDER

Director Brennan called the meeting to order at 3:00 p.m.

2. ROLL CALL

Directors Hajas, Cole, Kaiser, Spandrio, and Brennan are present. Also present are GM Flood, AGM Dyer, EA Vieira, CFO Brown and Counsel Mathews.

3. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

None

4. COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) JUNE 30, 2020.

4.a. Review and Approval of the Comprehensive Annual Financial Report (CAFR) June 30, 2020.

[Casitas MWD 19-20 Concluding Letter-compressed.pdf](#)

[Casitas MWD 19-20 CAFR \(IAR and GAS\) v2 010620-compressed.pdf](#)

The auditor discussed the results of the audit for year ending June 30, 2020 and the Comprehensive Annual Financial Report with the Board explaining that they have issued a clean opinion that the district's statements are fairly presented and there were no material weaknesses. The auditor offered a suggestion in utility billing so that voided transactions have an employee outside of the billing and cash receipts review and approve voids and that they be documented. On customer adjustments they suggested system controls such as a supervisor password and the ability to general a report from the system showing any adjustments. The auditor suggested a change in journal entries where they should be approved by someone other than the preparer. The auditors performed tests and found no instances of non-compliance with government auditing standards.

On the motion of Director Cole, seconded by Director Kaiser, the CAFR was approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

5. ADJOURNMENT

Director Brennan adjourned the meeting at 3:23 p.m.

Secretary

Minutes of the Casitas Municipal Water District
Board Meeting Held
January 13, 2021

A meeting of the Board of Directors was held January 13, 2021. The meeting was held via teleconference.

1. CALL TO ORDER

Director Brennan called the meeting to order at 3:00 p.m.

2. ROLL CALL

Directors Hajas, Cole, Kaiser, Spandrio, and Brennan are present. Also present are GM Flood, AGM Dyer, EA Vieira, and Counsel Kwong and Mathews.

3. AGENDA CONFIRMATION

No changes.

4. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

None

5. CONSENT AGENDA

5.a. Accounts Payable Report

[AP Board Doc 1.13.20.pdf](#)

5.b. Minutes of the December 9, 2020 Board Meeting.

[12 09 2020 Min.pdf](#)

5.c. Minutes of the December 16, 2020 Special Board Meeting.

[12 16 2020 Min.pdf](#)

5.d. Minutes of the December 23, 2020 Board Meeting.

[12 23 2020 Min.pdf](#)

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

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

6. ACTION ITEMS

- 6.a. Presentation of proposed revisions to the Casitas Municipal Water District Bylaws Article VI: Section 2.1 (Length of Term) and Section 3 (Board Officer Appointment Process), and Article XI: Sections 2.1 (Board Standing Committees), 2.2 (Executive Committee), and 2.3 (Standing Committee Schedule).
[Board Memo on Revisions to the CMWD Bylaws 011321-1 \(1\).pdf](#)

Gm Flood explained that he attempted to capture what happened in the previous discussion on board officer and committees. We want to come to some final language that we will put forward for possible approval of the bylaws in January 27th. The memo shows the current language in contrast to recommended revisions based on discussion and staff discussion. The Board can review and make comments or changes. The length of term to 24 months and the President and Vice President to be elected rather than the rotation and rotate the other positions. Additionally it is recommended to change the committee to three and not having a specific schedule in the bylaws.

The Board discussed the proposed changes and was in favor of reducing the number of committees with the understanding that if something comes up the Board Chair can create an ad hoc committee and assign members to it.

Director Kaiser suggested the meeting time to be changed to after 5:00 p.m. Since this was not on the agenda item for discussion it will be brought back to the board for further discussion. Director Kaiser also suggested that the appeals panel have the three primary directors and two alternates.

Russ Baggerly provided comments on the proposed bylaws changes expressing concerns on the consolidation of power in individual board members if the president and VP stay the same for a period of years. Mr. Baggerly also expressed the use of committees in vetting items prior to presentation to the full board.

Director Hajas then suggested that there be a term limit for President and Vice President and you have to wait out one term before being reelected to those positions.

On the motion of Director Hajas, seconded by Director Spandrio the term limit on the President and Vice President will be one term of two years, the appeals panel will include two alternates, this was approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

- 6.b. Election of Board Officers.
[Officer and Committee Assignments 2021.pdf](#)

The board began the nomination of officers and Mr. Kwong informed the board that the changes to adopt the bylaws would not take effect until 14 days later so the election of officers will take place after that so this item was tabled.

- 6.c. Selection of 2021 Board Committees including Board Member Assignments and Schedule of Meetings.
[Officer and Committee Assignments 2021.pdf](#)

The committee assignments are as follows:

Appeals Panel will consist of Directors Hajas, Spandrio and Brennan with alternates being Directors Kaiser and Cole.

Finance Committee will be Directors Spandrio and Cole and will continue to meet on the third Friday of the month at 10:00 a.m.

Recreation Committee will be Directors Kaiser and Brennan and will continue to meet on the first Tuesday of the month at 10:00 a.m.

On the motion of Director Kaiser, seconded by Director Cole the above listed Appeals Panel and Committee assignments were approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

- 6.d. Assignments to Outside Associations and Approval of Authorized Meetings for the Board.
[Outside Affiliations Approvals for 2021.pdf](#)

These affiliations and meetings are considered approved for the attendance of any Board Member and or staff for any meeting without additional Board Action. These meetings are considered paid meetings for Board attendance:

American Fisheries
American Water Works Association
Agenda Meetings – President or the Board
Association of California Water Agencies
Association of California Water Agencies/JPIA - Director Brennan
Association of Water Agencies – Director Kaiser and Director Brennan
Bureau of Reclamation
California Park & Recreation Society
California Special District Association
CALPELRA
City of Ventura Water Commission Meeting – Directors Cole and Brennan
Greater Ventura Chamber of Commerce - Director Brennan and Director Cole
LAFCO
Matilija Dam Removal Meetings
National Notary Association
OBGMA - Director Hajas, Director Spandrio, Alternate
Ojai Chamber of Commerce
Ojai Ventura Water Agency Partnership

Salmonid Restoration Foundation
Society of Human Resource Management
State/Federal Legislative meetings
State Water Contractors
Upper Ventura River Groundwater Agency - Director Spandrio, Director Hajas, Alternate
Ventura County Special District Association
Ventura River Watershed Council
Watershed Coalition of Ventura County

On the motion of Director Kaiser, seconded by Director Cole, the above affiliations and meetings were approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

- 6.e. Resolution assigning a Director to serve as the representative on the Upper Ventura Groundwater Association Board of Directors.
[Reso Director Appointment to Vta River GW Agency.pdf](#)

The resolution was offered by Director Brennan assigning Directors Spandrio and Hajas to serve, this was seconded by Director Cole and adopted by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 2021-01

- 6.f. Review and approval of United Water Conservation term sheet regarding purchase of Casitas MWD Table A Article 56 (carryover) State Water Project water supplies and direct staff to file a Notice of Exemption.
[Board Memo on Article 56 Carryover Water Purchase with United WCD 011321.pdf](#) [UWCD Term Sheet 2020 Casitas Art 56 ATT1.pdf](#)

The board discussed this item, asked questions of United Water Conservation District and heard public comment from Russ Baggerly, Burt Handy and Pat Baggerly with the Environmental Coalition. Russ Baggerly expressed concerns about quagga mussels. Burt Handy spoke on precipitation in the north versus the south and suggested holding it to see if a credit could be obtained the Fox Canyon. Pat Baggerly read a letter she had submitted expressing concerns regarding quagga mussels and asking some questions for further information from United.

Director Brennan determined that this item would be continued to the January 27th Board Meeting.

- 6.g. Receive Petition to Annex to Community Facilities District No. 2013-1, Assessor's Parcel No. (APN) 019-0-062-180, 1010 El Toro Road, Ojai and adopt the Resolution of Intention to Annex to CFD 2013-1 (Ojai) and to Authorize the Levy of Special Taxes Therein and schedule a Public Hearing on March 10, 2021 at 3:00 p.m. [CFDAnnexation Board Memo 20210113.pdf](#)
[Resolution No. 21- Intent to Annex.pdf](#)

The resolution was offered by Director Cole, seconded by Director Brennan and adopted by the following roll call vote:

AYES: Directors: Hajas, Cole, Kaiser, Spandrio, Brennan
NOES: Directors: None
ABSENT: Directors: None

Resolution is numbered 2021-02

- 6.h. Authorize the General Manager to execute a Task Order with MKN and Associates for the Analysis of Ojai Water System and Casitas System Integration in the amount of \$46,278.00.
[OWS and Casitas Board Memo 20210113.pdf](#)

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

AYES: Directors: Hajas, Cole, Kaiser, Spandrio, Brennan
NOES: Directors: None
ABSENT: Directors: None

- 6.i. Authorize the General Manager to execute the agreement for Small Government and Local Utility Esri Enterprise Advantage Program (EAP) with Environmental Systems, Research Institute (ESRI), Inc for one year in the amount of \$50,350.00.
[Board Memo GIS.pdf](#)
[2020-12-20 ESRI EEAP Agreement.pdf](#)

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

AYES: Directors: Hajas, Cole, Kaiser, Spandrio, Brennan
NOES: Directors: None
ABSENT: Directors: None

- 6.j. Authorize the General Manager to engage New Edge Services, LLC, to provide cloud hosting services for the GIS program for one year in the amount of \$30,000.00. [Board Memo GIS.pdf](#)
[NewEdge GIS Hosting Proposal 05Jan21.pdf](#)

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

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

7. INFORMATION ITEMS

- 7.a. December 2020 Hydrology Report.
[Hydrology Report December 2020.pdf](#)
- 7.b. CFD 2013-1 Project Report as of 12/31/20.
[CFD 2013-1 Project Cost 12-31-2020.pdf](#)
- 7.c. State Water Project as of 12/31/20.
[SWP Intertie Project Cost 12-31-20.pdf](#)
- 7.d. Adjudication Report as of 12/31/20.
[Adjudication Charges YTD 12.31.20.pdf](#)
- 7.e. Financial Summary October 2020.
[Financial Statements 10-31-2020 Summary.pdf](#)
- 7.f. Non-budgeted Item Log.
[Non-Budgeted Items Log.pdf](#)
- 7.g. Investment Report as of 12/31/20.
[Investment Report 12-31-20.pdf](#)

On the motion of Director Kaiser, seconded by Director Hajas, the information items were approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Spandrio, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

8. GENERAL MANAGER COMMENTS

GM Flood discussed continuation of the Covid protocols, the lobby remains closed and camping is not permitted at the lake. The Conservation Penalty Appeals panel will be scheduled as there are a couple of dozen appeals that have been held over since last year. The Finance committee would typically have met this week but because of lack of notice time it can be scheduled as a special meeting next Friday. Mr. Flood added that the public is greatly anticipating a reopening of Casitas Water Adventure and we are working on scenarios to do that if we are allowed. It would be very limited. We typically hire 70 lifeguards and we may not have the time or ability to hire that many. Staff is looking at that and will discuss at Recreation committee.

9. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Kaiser reported on his attendance, along with Director Brennan at the VCSDA meeting and the request for special districts to receive a portion of funding from the CARES Act. Director Brennan added that VCSDA is stepping up and getting more active.

Director Hajas added that he attended the meeting with the City Manager of Ojai and two members of the City Council who offered assistance to work with the Ventura City Council to resolve the litigation.

10. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

Director Kaiser asked Mr. Mathews a question about the Mound Basin GSA with Mr. Mathews reporting that he does not have the report back on that yet.

Director Brennan moved the meeting to closed session at 4:31 p.m.

11. CLOSED SESSION

- 11.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

Director Brennan moved the meeting back to open session at 5:30 p.m. with Robert Kwong stating the board met in closed session regarding the existing litigation and there was no reportable action.

12. ADJOURNMENT

Director Brennan adjourned the meeting at 5:31 p.m.

Secretary

Minutes of the Casitas Municipal Water District
Special Board Meeting Held
January 15, 2021

A special meeting of the Board of Directors was held January 15, 2021. The meeting was held via teleconference.

1. CALL TO ORDER

Director Brennan called the meeting to order at 2:00 p.m.

2. ROLL CALL

Directors Hajas, Cole, Kaiser, Spandrio and Brennan were present. Also present were Gm Flood, AGM Dyer, EA Vieira and Counsel Mathews.

3. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

None

4. ACTION ITEMS

4.a. Discussion of the Hydrologic Modeling Assumptions related to the Comprehensive Water Resources Plan and provide direction to staff as appropriate.
[Memo_Board_CWRP_Jan15-2021_Revised-2.pdf](#)
[ATT1_AppendixD_draft_CWRP_June2020_rev01 \(32\).pdf](#)[ATT2_Supplemental Analysis TM 20210111.pdf](#)

The Board was provided additional requested information and supplemental analysis with from Stantec. The board discussed using the safe yield approach based on historical hydrology with a safety factor. They will discuss the demand number for planning purposes at a later time.

Russ Baggerly spoke during public comments and reminded the board that a few years ago some on the board were in the audience and the people on the Water Advisory Group admonished us many times that we did not have a plan and drawing the lake down was a bad policy and that a minimum lake level was needed in order to have time to find extra water. We were told many times by the water experts from the City of Ojai and now we are devolving to where we were before. If you do what you say, you have no plan at all and are wasting two years of our time.

Burt Handy expressed that when you have high rain flow people don't use as much water and low rain flow they use more. If you have wells and access Casitas water as a backup there may be higher demand for water than on a wet year.

Mr. Flood suggested that staff will bring back some safety factors with something for climate change and will talk with Stantec and use the 16,000 AF demand, dead pool analysis and historic hydrology.

5. ADJOURNMENT

Director Brennan adjourned the meeting at 3:22 p.m.

Secretary

MEMORANDUM

TO: Board of Directors

From: Michael L. Flood, General Manager

RE: **Adoption of a Resolution revising the Casitas Municipal Water District Bylaws Article VII: Section 2.1 (Length of Term) and Section 3 (Board Officer Appointment Process), and Article XI: Sections 2.1 (Board Standing Committees), 2.2 (Executive Committee), and 2.3 (Standing Committee Schedule).**

Date: January 22, 2021

RECOMMENDATION:

Board of Directors adopt the resolution as presented.

BACKGROUND:

At the December 9, 2020 Regular Meeting of the Board of Directors of the Casitas MWD, the Board expressed a desire to reduce the number of standing committees of the Board in order to vet District subject matter at the Board level rather than in standing committees.

The Board also wished to extend the term of Board Officers to two years rather than annually and provide for the election of President and Vice-President Offices at the first Board Meeting in January rather than December.

Revisions to the Casitas MWD bylaws were presented at the January 13, 2021 Board Meeting and the Board of Directors directed staff to prepare a resolution reflecting the agreed-upon revisions.

Article XIII (Adoption and Amendment of Bylaws) of the current Casitas MWD bylaws states:

'Proposed amendments shall be presented in writing at a regular meeting of the Board of directors and may be adopted at the next regular meeting, provided at least 14 days have elapsed since the first meeting.'

DISCUSSION:

The Board of Directors agreed upon the following changes to Article VII (Officers of the Board) and Article XI (Board Committees) of the CMWD bylaws in order to accomplish the change in term, election of Board Officers, and reduction of the number of standing committees.

Article VII: OFFICERS OF THE BOARD

Section 2.1: Length of Term

Current Language:

The terms of all officers shall be from the date of their election (historically this election has been held at one of the December Board Meetings), for the following 12-month period when elections are held again. Any member can be reelected to continue in the same office.

Recommended Revision:

The terms of all officers shall be from the date of their election, for the following 24-month period when elections are held again. Any member can be reelected to continue in the same office.

Section 3: Board Officer Election & Appointment Process

Current Language:

Appointment of Board offices shall take place as the last item of business at the regular meeting of the Board of Directors in December of each year or as soon thereafter as possible. Board Officers shall be appointed on a rotational basis with the Vice-President succeeding the President, the Secretary succeeding the Vice-President, the Assistant Secretary succeeding the Secretary, the At-Large Member succeeding the Assistant Secretary, and the President becoming the At-Large Member.

Recommended Revision:

3.1 Board President and Vice President Election Process

At its first meeting in the month of January of each odd-numbered year, the board shall elect one of its members president and one of its members vice president. In accordance with Bylaws Art. VII, Sec. 2.1, the terms of President and Vice President shall be a 24-month period until elections for these offices are held again. No member shall be eligible to serve consecutive terms in the offices of President and Vice President.

3.2 Other Board Officer Appointment Process

At its first meeting in the month of January of odd-numbered year, Board Officers, other than President and Vice President, shall be appointed on a rotational basis with the Assistant Secretary succeeding the Secretary and the At-Large Member succeeding the Assistant Secretary, and the Secretary becoming the At-Large Member.

Article XI: BOARD COMMITTEES

Section 2.1: Standing Board Committees

Current Language:

Board Standing Committees for the District are as follows:

Water Resources

Personnel

Finance

Recreation

Executive

Appeals Panel

Recommended Revision:

Board Standing Committees for the District are as follows:

Finance

Recreation

Conservation Penalty Appeals Panel

Section 2.2: Standing Board Committees

Current Language:

Members of the Executive Committee are the President and Vice President of the Board of Directors. Board Committees shall consist of no more than 2 Board members, with the exception of the Appeals Panel which shall have 3 Board members as established by Board Resolution. At the first meeting of each standing committee, the committee will select one member to act as Committee Chairperson.

Revised Language:

Board Committees shall consist of no more than 2 Board members, with the exception of the Conservation Penalty Appeals Panel which shall have 3 Board members and 2 alternate Board members as established by Board Resolution. At the first meeting of each standing committee, the committee will select one member to act as Committee Chairperson.

Section 2.3: Standing Board Committees

Current Language:

Standing Committee will meet per the following schedule, specific dates and times will be determined prior to meeting:

Finance:

Personnel:

Recreation:

Water Resources:

Appeals Panel:

Executive:

Revised Language:

Standing Committee schedules other than that of the Conservation Penalty Appeals Panel will be determined subsequent to committee assignments upon mutual agreement of the committee members. The Conservation Penalty Appeals Panel shall meet once per fiscal quarter in March, June, September, and December.

RESOLUTION NO.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION AMENDING CASITAS MUNICIPAL WATER DISTRICT BYLAWS

WHEREAS, the Casitas Municipal Water District Bylaws, Article VII, Section 3. Board Officer Appointment Process provides that, "Appointment of Board offices shall take place as the last item of business at the regular meeting of the Board of Directors in December of each year or as soon thereafter as possible. Board Officers shall be appointed on a rotational basis with the Vice-President succeeding the President, the Secretary succeeding the Vice-President, the Assistant Secretary succeeding the Secretary, the At-Large Member succeeding the Assistant Secretary, and the President becoming the At-Large Member;" and

WHEREAS, Water Code section 71273 states that, "At its first meeting, and at its first meeting in the month of January of each odd-numbered year, the board shall elect one of its members president. The board may at any meeting elect one of its members vice president. If the president is absent or unable to act, the vice president shall exercise the powers of the president granted in this division;" and

WHEREAS, the Casitas Municipal Water District Board of Directors, at their December 16, 2020 meeting, provided direction to Legal Counsel to explore the possibility of amending its Bylaws to reflect the terms of Water Code section 71273 for the election of the Board President and Vice President; and

WHEREAS, the Casitas Municipal Water District Board of Directors, at their January 13, 2021 meeting, provided further direction to the General Manager and Legal Counsel on the election of the President and Vice President as well as the appointment of other Board Officers and the number of standing committees of the Board; and

WHEREAS, amendments have been proposed to: (a) Article VII, Section 2.1, Length of Term; (b) Article VII, Section 3, Board Officer Appointment Process; and (c) Article XI, Section 2, Standing Board Committees to effectuate Board direction on these matters, which are attached and incorporated herein by reference; and

WHEREAS, the District Board has reviewed these proposed amendments and find them to be consistent with their direction to the District General Manager and Legal Counsel; and

WHEREAS, Casitas Municipal Water District Bylaws Article XIII provides in pertinent part that, "Proposed amendments shall be presented in writing at a regular meeting of the Board of Directors and may be adopted at the next regular meeting, provided at least 14 days have elapsed since the first meeting. Amendments [to the Bylaws] shall be approved by resolution of the Board."

BE IT RESOLVED that the Casitas Municipal Water District Board of Directors does hereby approve and adopt the attached Bylaws amendment, to become effective immediately.

PASSED AND ADOPTED this ____ day of February, 2021, upon the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

_____.

Brian Brennan – Board President

CERTIFICATION:

I, _____, Secretary of the Board of Directors of the Casitas Municipal Water District, do certify that the above is a true and accurate copy of Resolution No. _____, adopted by the Board of Directors on this ____ day of February, 2021.

_____ – Secretary

Proposed Amendments to Casitas Municipal Water District Bylaws

In Legislative Format

Article VII OFFICERS OF THE BOARD

Section 2.1: Length of Term

The terms of all officers shall be from the date of their election (~~historically this election has been held at one of the December Board Meetings~~), for the following ~~24~~ 12-month period when elections are held again. Any member can be reelected to continue in the same office.

Section 3. Board Officer Election & Appointment Process

~~Appointment of Board offices shall take place as the last item of business at the regular meeting of the Board of Directors in December of each year or as soon thereafter as possible. Board Officers shall be appointed on a rotational basis with the Vice President succeeding the President, the Secretary succeeding the Vice President, the Assistant Secretary succeeding the Secretary succeeding the Secretary, the At Large Member succeeding the Assistant Secretary, and the President becoming the At Large Member.~~

3.1 Board President and Vice President Election Process

At its first meeting in the month of January of each odd-numbered year, the board shall elect one of its members president and one of its members vice president. In accordance with Bylaws Art. VII, Sec. 2.1, the terms of President and Vice President shall be a 24-month period until elections for these offices are held again. No member shall be eligible to serve consecutive terms in the offices of President and Vice President.

3.2 Other Board Officer Appointment Process

At its first meeting in the month of January of every odd-numbered year, Board Officers, other than President and Vice President, shall be appointed on a rotational basis with the Assistant Secretary succeeding the Secretary and the At-Large Member succeeding the Assistant Secretary, and the Secretary becoming the At-Large Member.

Article XI BOARD COMMITTEES

Section 2.1 Board Standing Committees for the District are as follows:

~~Water Resources~~

~~Personnel~~

Finance

Recreation

~~Executive~~

Conservation Penalty Appeals Panel

Section 2.2 ~~Members of the Executive Committee are the President and Vice President of the Board of Directors.~~ Board Committees shall consist of no more than 2 Board members, with the exception of the Conservation Penalty Appeals Panel which shall have 3 Board members and 2 alternate Board members as established by Board Resolution. At the first meeting of each standing committee, the committee will select one member to act as Committee Chairperson.

Section 2.3 Standing Committee schedules other than that of the Conservation Penalty Appeals Panel will be determined subsequent to committee assignments upon mutual agreement of committee members. The Conservation Penalty Appeals Panel shall meet once per fiscal quarter in March, June, September, and December. meet per the following schedule, specific dates and times will be determined prior to meeting:

~~Finance:~~

~~Personnel:~~

~~Recreation:~~

~~Water Resources:~~

~~Appeals Panel:~~

~~Executive:~~

CASITAS MUNICIPAL WATER DISTRICT

New Board Officers for 2021:

President _____

Vice President _____

Secretary _____

Asst. Secretary _____

At Large _____

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Presentation of a revision to the Casitas Municipal Water District (Casitas MWD) Bylaws Article VIII (Meetings of the Board of Directors): Section 1 (Time and Place).**
Date: January 20, 2021

RECOMMENDATION:

Board of Directors accept the Casitas MWD bylaws revision as presented and direct staff to prepare the necessary resolution for Board approval at a future Board Meeting.

BACKGROUND:

At the January 13, 2021 Regular Meeting of the Board of Directors of the Casitas MWD, the Board expressed a desire to change the time of the Regular Meetings of the Board of Directors.

Article XIII (Adoption and Amendment of Bylaws) of the current Casitas MWD bylaws states:

'Proposed amendments shall be presented in writing at a regular meeting of the Board of directors and may be adopted at the next regular meeting, provided at least 14 days have elapsed since the first meeting.'

DISCUSSION:

Staff recommends the following changes to Article VIII (Meetings of the Board of Directors) in order to change the meeting time for Regular Board Meetings. This particular revision will allow the Board of Directors to change the time of Board Meetings by resolution without needing to also make a change to the bylaws.

Article VIII: Meetings of the Board of Directors

Section 1: Time and Place

Current Language:

The time and place of the regular meetings of the Board shall be set by Board Resolution. All meetings shall be conducted in compliance with the Brown Act Open Meetings Law (Gov. Code Section 54950 et seq.). Board Meetings are held on the second and fourth Wednesdays of each month at 3:00 p.m. in the Board Room of the Casitas main office, located at 1055 North Ventura Avenue, Oak View, California. Occasionally, regular Board meeting dates are changed to accommodate other commitments and Special Meetings may be called from time to time to facilitate the business of the District.

Recommended Revision:

The time and place of the regular meetings of the Board shall be set by Board Resolution. All meetings shall be conducted in compliance with the Brown Act Open Meetings Law (Gov. Code Section 54950 et seq.). Board Meetings are held in the Board Room of the Casitas main office, located at 1055 North Ventura Avenue, Oak View, California. Occasionally, regular Board meeting dates are changed to accommodate other commitments and Special Meetings may be called from time to time to facilitate the business of the District.

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Approval of a United Water Conservation District (United WCD) Term Sheet for the Purchase of Casitas MWD's State Water Project Table A Article 56 Carryover Water Supply and Direct Staff to File a Notice of Exemption.**
Date: January 21, 2021

RECOMMENDATION:

1. The Board approve the United Water Conservation District (United WCD) term sheet as presented.
2. The Board direct staff to file a Notice of Exemption for this transaction.

BACKGROUND:

In 2019, the Casitas MWD's Board of Directors approved an agreement with San Geronio Pass Water Agency to do an exchange of 650 Acre-Feet of the District's 2019 SWP Table A water leaving Casitas MWD 3,100 Acre-Feet that was 'carried-over' in the State Water Project as Table A Article 56 water.

United Water Conservation District recently submitted a term sheet for the acquisition of a CMWD's 3,100 Acre-Feet of State Water Project Table A Article 56 water supply.

At the January 13, 2021 Regular Board Meeting, the Board asked staff to answer some additional questions and bring the item back.

United Water Conservation District submitted a comment letter subsequent to the meeting regarding the discussions (attached).

DISCUSSION:

United WCD term sheet proposes the following for Casitas MWD:

1. Purchase of 3,100 Acre-Feet of CMWD's current SWP Table A Article 56 water supply.

2. Compensation is \$53.47/Acre-Foot for a total of \$165,757.00.
3. UWCD will pay the State Water Project Variable costs for the purchased water to be delivered.
4. There will be no water returned to Casitas MWD in the future.

Casitas has sold its Table A supply through the State Water Project 'turnback' pool previously for as little as \$12.00 per Acre-Foot.

The turnback pool program Pool A offer for FY 2020 was \$40.80 per Acre-Foot (50% of the Delta Water charge).

The current terms of the State Water Contract does not allow this particular Article 56 water supply to be transferred or exchanged with another State Water Contractor (this includes the recently approved Water Management Tools Amendment).

Absent a direct delivery into Ventura County by some means, the District could seek out somewhere to store its Article 56 supply which would likely have a water, monetary or possibly a combined water and monetary cost to the District.

If the District chooses to leave this water in the State Water Project system, it will continue to be 'carried-over' until it is either delivered or 'spilled'.

A 'spill' occurs when the DWR needs storage in the system for current year water operations and Casitas MWD then loses access to this supply permanently.

United Water Conservation District desires to schedule movement of this water with the DWR for February 2021.

ADDITIONAL INFORMATION

At the January 13, 2021 Board Meeting, the Board asked some additional questions and also asked for responses to Pat Baggerly's email that was received shortly before the meeting.

1. Storage of a portion of this water supply in the Fox Basin?

Subsequent discussion with United WCD staff has revealed that United has the ability to make an arrangement like this work but that there is insufficient time to work through the administrative process needed to do so. This could be made part of a future transaction. (UWCD comment letter is attached)

2. Pat Baggerly's email

The primary concern contained in this email is that of the transport of Quagga mussels from the Santa Clara River up to Lake Casitas.

Means of transmission cited include birds, fishermen, and transient populations.

Casitas security and Quagga mussel protocols provide for control of both fishermen and transient populations thus this leaves birds (likely waterfowl) for transmission of Quagga mussels for consideration.

The limited evidence I have been able to locate on the transmissibility of Quagga mussels via avian populations is inconclusive. A study conducted in 2016 showed that Quagga mussel veligers could survive on bird feathers but also revealed that Quagga mussel veligers are more likely to attach themselves to fisherman equipment such as waders (see attached).

A 2018 article written by two wildlife researchers in Minnesota casts doubt of the movement of Quagga mussels by avian means by noting that despite frequent movement of waterfowl between waterbodies, Quagga mussel infestations have remained associated with recreational lakes in the area (see attached).

This is by no means an extensive review of the available literature and the risk of transmission shouldn't be considered as nil but without conclusive evidence showing that birds are a means of transmission, the risk should be considered very low.

Also noted in the email was the desire to see the details of the Notice of Exemption, a copy of the proposed notice is attached.

Also noted was the desire to look at other locations to store this water supply for future use. If the Board were desire to do so, this could be done but staff will need some additional time to develop the details. As noted above, this will come at a cost to Casitas.

CONCLUSION:

While concerns for future supplies (storage) and invasive mussels should be considered by the Board, the nature of this water supply makes this an excellent opportunity for mutual benefit to two Ventura County water agencies without a significant increase in risks.

BUDGETARY IMPACT:

There is no anticipated cost impact to Casitas from this transaction, only a benefit of a one-time payment of \$165,757.00.

1/13/21 Email from Pat Baggerly:

President Brennan and Members of the Board:

Casitas Municipal Water District

1055 Ventura Avenue

Oak View, CA 93022

Subject: Item F Approve of a United Water Conservation District Term Sheet for the Purchase of Casitas MWD's State Water{project Table A and Direct Staff to File a Notice of Exemption

Dear President Brennan and Members of the Board:

The Environmental Coalition is extremely concerned with the proposal to sell the United Water Conservation District 3,100 Acre-Feet of Casitas Municipal Water District's (CMWD's) current State Water Project Table A Article 56 water supply.

Because of the infestation at Lake Piru of Quagga Mussels the water will first go to Lake Piru and then be released into the Santa Clara River which may cause the further spread of Quagga Mussels in Ventura County that may significantly impact endangered species and habitat for the Santa Clara River and Ventura River Watersheds!

"CMWD has a very high level of interest and concern in the Quagga Mussel infestation at Lake Piru (impounded by Santa Felicia Dam) since UWCD first reported to CMWD in December 2013 that his invasive species was discovered in the lake. The basis of our concerns has always been that releases of Quagga Mussels from the dam (and their subsequent movement downstream to the Santa Clara River Estuary) could eventually lead to the infestation of the Ventura River Watershed and ultimately Lake Casitas as a result of transmission by birds, fisherman and transient populations," Quote from CMWD letter dated, June 14, 2017 to United Water Conservation District" and included herein by reference..

The Environmental Coalition does not support helping spread Quagga Mussels closer to the Ventura River Watershed by using Casitas water.

The Casitas Staff report did not identify what exact exemption was being applied for this transaction and this should have been provided to the public in the staff report.

It would seem it would be wise to continue this item to a future meeting to give the District time to look for somewhere to store this water for future use by Casitas.

Sincerely,

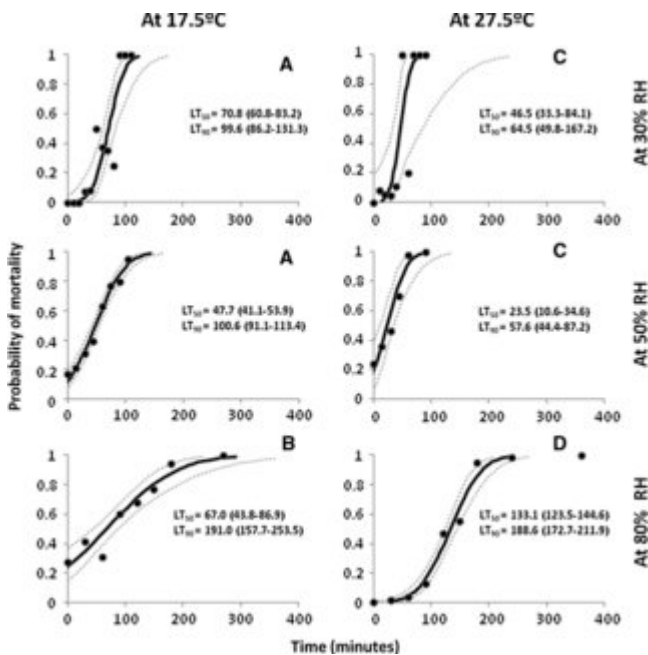
Pat Baggerly

Vice President

Environmental Coalition

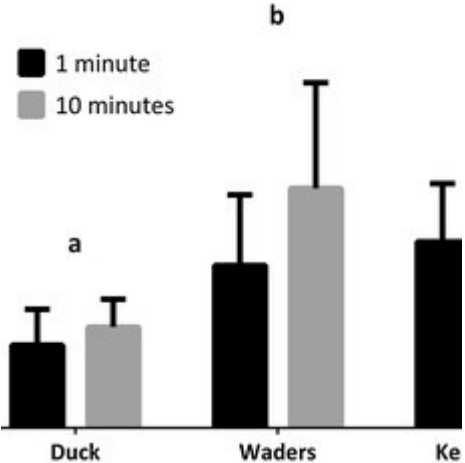
Abstract and Figures

The zebra mussel, *Dreissena polymorpha* (Pallas 1771), is an invasive freshwater species with major negative impacts, promoting changes in ecosystem structure and function and also contributing to economic losses. Navigation has been considered the primary vector of dispersion and little importance has been given to alternative natural (waterbirds) and other human vectors. Using an experimental approach under field conditions, we evaluated and compared zebra mussel dispersal potential by fishing gear (waders and keepnets) versus mallard ducks (*Anas platyrhynchos*), by examining the adherence and survival rate of zebra mussel larvae on each vector. In addition, we evaluated the survival of zebra mussel larvae under desiccating conditions (i.e., a set of controlled temperatures and relative humidities). Larvae adhered to all types of vectors and survived desiccation under both laboratory and field conditions and thus appear able to be dispersed long distances overland by both ducks and fishing gear. Specifically, on a per-event basis, fishing gear has a higher potential to spread zebra mussel larvae than ducks. Survival was three times higher on human vectors and the number of larvae attached to human vectors was over double of that on the ducks. However, our findings demonstrate that natural vectors, like ducks, can contribute to the transport of zebra mussel larvae at a local scale. Nevertheless, since vectors related to human activity presented a higher potential for transport, it is imperative to continue campaigns to raise the awareness of anglers and boaters as well as continue the implementation of legislation to reduce the risk of zebra mussel dispersal.



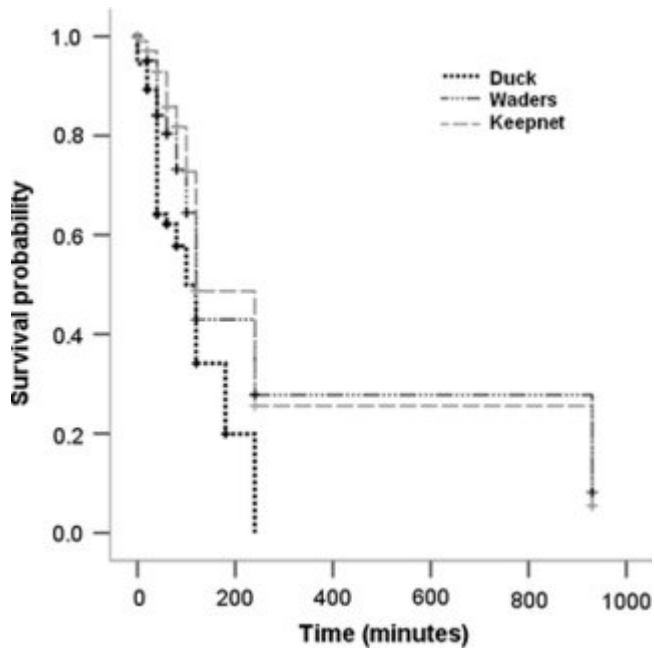
Zebra mussel larvae mortality as a function of the time spent out of water at six different combinations of temperature (°C) and relative humidity (%). The black circles are the observed proportions of dead larvae; the black line with the respective 95 % confidence intervals (dotted line) was obtained by Probit analysis. Different letters represent statistically significant differences in survival between trials [pairwise comparisons Log Rank (Mantel–Cox): $P < 0.005$]

...



Mean number of larvae (+SD) adhered to the vectors at two different submersion periods (1 and 10 min). Different letters indicate significant differences ($P < 0.05$) between vectors

...



[Survival as a function of time of zebra mussel larvae on natural \(ducks\) and human vectors \(two types of fishing equipment: waders and keepnets\) during transport under simulated field conditions \(duck flight and storage of fishing equipment in automobiles\). Results obtained after Kaplan–Meyer analysis](#)

∴

[https://www.fergusfallsjournal.com/opinion/columnists/do-waterfowl-spread-zebra-mussels/article_f6912625-97c0-51cc-b6c5-](https://www.fergusfallsjournal.com/opinion/columnists/do-waterfowl-spread-zebra-mussels/article_f6912625-97c0-51cc-b6c5-227624822a74.html)

227624822a74.html

Do waterfowl spread zebra mussels?

By Other Views Nov 19, 2018



Provided By Zach Stich

Finding evidence against: Although it seems likely, waterfowl actually are not good carries of aquatic invasive species.

Aquatic invasive species (AIS) continue to spread throughout Minnesota. With its many popular lakes, Otter Tail County is certainly not immune to their spread. Indeed, we see popular lakes in Otter Tail County, such as Otter Tail, Lida, West Battle, and Pelican, infested with zebra mussels. The Minnesota Department of Natural Resources (DNR), as well as countless other natural resource agencies and water quality groups, recognize that the spread of AIS is hastened by movement of boats, docks and lifts, and other water-related equipment from lake to lake. However, there seems to be a lot of misinformation spread among Minnesotans (and others around the country), blaming the movement of AIS on waterfowl and other water birds. We are here to debunk that theory.

Of course, researchers thought that waterfowl could be the culprit, too, and when researchers get an idea, they test it! As it turns out, in “laboratory” settings, waterfowl are not that good at spreading zebra mussels. In one test, researchers placed zebra mussel veligers, or larvae, in one shallow pool near another pool without any veligers in it only a few feet away, and recorded how many veligers were found in the second pool after ducks were allowed to move freely between them. Their results found very few were able to move between the pools, but surmised that because real-world situations would be harsher, their results probably

overestimated how many mussels could realistically be moved by traveling waterfowl. Studies on waterfowl and the spread of invasive plants have shown that waterfowl are capable of moving these invasive plants, but no more so than other native plant species. While some organisms have adapted and evolved to be spread by migrating birds and other wildlife, it seems that zebra mussels and some other AIS have not.

But we see more anecdotal evidence that birds are not responsible for moving invasive species like zebra mussels. Otter Tail County is home to more than 1000 lakes and many more small wetlands, each one home to at least some type of waterfowl or other water-dependent bird. With that many ducks, geese, swans, cormorants, pelicans, herons and egrets in the area for up to nine months of the year, there is ample opportunity for birds to fly between lakes on a daily basis. However, despite migration and daily movements during open water season, there are no reports of zebra mussels or other invasive species in anything but more popular, recreational lakes. That is, no shallow wetlands or small, shallow lakes are infested with zebra mussels or other AIS in Otter Tail County, unless they are directly downstream of, or otherwise connected to other infested waters. Even when looking beyond the Otter Tail County border, the pattern holds true. For instance, Minnesota has over 50 designated wildlife lakes that are managed in large part for migratory waterfowl, yet none are infested with a prohibited AIS species like zebra mussels or Eurasian watermilfoil. This is true in spite of the fact that there are many designated shallow lakes within mere miles of other infested lakes.

So, for the rest of the fall, and in future open-water seasons, please follow the simple steps to clean, drain, dispose, and dry your water equipment before moving to new lakes. All we can do is control our own actions to reduce the rate of spread. The lakes of Otter Tail County will be in better shape if we do.

Nick Brown, Wildlife Lakes/Red River Basin Specialist, and Mark Ranweiler, Assistant Aquatic Invasive Species Specialist.

Proposed Terms for Water Transfer
Between
United Water Conservation District
And
City of San Buenaventura
And
Casitas Municipal Water

Description

City of San Buenaventura (Ventura) agrees to transfer up to 525 acre-feet of its allocated 2020 SWP Table A Water Supply for delivery to United Water Conservation District (United). The water will be delivered by Ventura per UWCD's request and is projected to be in January and February, 2021.

Casitas Municipal Water (Casitas) agrees to transfer up to 3100 acre-feet of its allocated 2020 SWP Table A Water Supply for delivery to United Water Conservation District (United). The water will be delivered by Casitas per UWCD's request and is projected to be in January and February, 2021.

Financial Terms

United will pay Ventura \$53.47/acre-foot for transferred water (\$28,071) Additionally United will play all variable SWP costs to deliver water to its own service area (i.e. transportation cost).

United will pay Casitas \$53.47/acre-foot for transferred water (\$165,757) Additionally United will play all variable SWP costs to deliver water to its own service area (i.e. transportation cost).

DWR Coordination

No formal approval of this transfer is required by the Department of Water Resources (DWR) or Ventura County Watershed Protection District (VCWPD) as the transfer is between member units of the VCWPD, consistent with existing State Water allocation agreements between VCWPD and United; and VCWPD and United, which allow transfers if the transferred water is used within the VCWPD service area. United will coordinate the release of the transfer water with DWR.

Delivery

The water will be delivered using existing SWP facilities and as scheduled with, and approved by DWR.

Memorandum

To: Michael Flood, General Manager, Casitas Municipal Water District
From: Brian Collins, Chief Operations Officer, United Water Conservation District
Date: January 20, 2021
Subject: **Public comments made at Casitas Board meeting January 13, 2021**

In response to our recent discussion relating to the terms proposed by United Water (United) for acquisition of 3100 acre-feet (AF) of 2021 Casitas carry over water, please see the summarized comments below, which were made by Brian Collins, Chief Operations Officer, United Water Conservation District, at the January 13, 2021 Casitas Board meeting.

1. Greetings to the Casitas Board of Directors on behalf of United Water's Board President, Mr. Mobley.
2. On behalf of United Water, we look forward to regional collaboration towards regional sustainability.
3. This proposal provides both fiscal and water resource benefits to Ventura County.
4. In response to questions from Casitas' Board Director regarding quagga mussel presence in the Santa Clara River or United's facilities: Answer: United has increased monitoring activities in the Santa Clara River, Freeman Diversion facility, and extended monitoring activities to the downstream water delivery systems. No observations of quagga mussel colonization have occurred in the Santa Clara River or United's facilities, as the result of the 2020 conservation release of 33,400 AF of water from the Santa Felicia Dam facility.
5. Water from Lake Piru will continue to flow regardless of whether this proposal is approved and executed or not executed.
6. United Water desires to complete the delivery of acquired Casitas carry over water to Lake Piru by February 28, 2021, in accordance with regulatory requirements.

United staff have internally discussed the proposals and variations that were discussed, based on the inquiries of the Casitas' Board of Directors. United welcomes future discussions towards potential methods of delivery, exchanges and credits for delivered water to allow future extraction from the Fox Canyon basin however, staff does not see that this can be accomplished administratively to support the proposed deliveries prior to the February 28, 2021 deadline. Additionally, United is willing to discuss short term storage of Casitas Water in Lake Piru for delivery at a later date however, staff does not anticipate that enough time remains before the upcoming regulatory deadline to complete this proposal.

In summary, United welcomes discussions toward regional collaboration for regional sustainability but due to current regulatory timeline constraints, we are limited with the currently viable options; therefore, United Water respectfully requests that Casitas consider this cash transaction proposal for execution and this event be the first chapter of a mutually beneficial collaboration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ben Colby". The signature is written in a cursive style and is contained within a light gray rectangular box.

Notice of Exemption**Appendix E**

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

County Clerk

County of: Ventura

800 South Victoria Avenue

Ventura, Ca. 93009

From: (Public Agency): Casitas Municipal Water District
1055 Ventura Avenue
Oak View, Ca. 93022

(Address)

Project Title: 2020 State Water Project Transfer of Table A Article 56 Water Supply

Project Applicant: Casitas Municipal Water District

Project Location - Specific:

See Attachment

Project Location - City: See Attachment Project Location - County: See Attachment

Description of Nature, Purpose and Beneficiaries of Project:

See Attachment

Name of Public Agency Approving Project: Casitas Municipal Water District

Name of Person or Agency Carrying Out Project: See Attachment

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

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: 15282U

Reasons why project is exempt:

See Attachment

Lead Agency

Contact Person: Michael Flood Area Code/Telephone/Extension: 805-649-2251

If filed by applicant:

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

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

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

Date Received for filing at OPR: _____

Attachment to the Notice of Exemption

Project Location – Specific: Within the service area of the United Water Conservation District (UWCD). UWCD covers 214,000 acres in Ventura County. The water transfer will be confined to the existing State Water Project infrastructure.

Project Location – City: Within the service area of the United Water Conservation District (UWCD).

Project Location – County: Ventura County.

Description of Nature, Purpose, and Beneficiaries of Project: On January 13, 2021, the Board of Directors of the Casitas Municipal Water District approved a term sheet offered by the United Water Conservation District allowing the transfer of up to 3,100 Acre Feet of Casitas Municipal Water District’s 2020 Table A Article 56 State Water Project water supply. The purpose of the project is to augment the United Water Conservation District’s water supplies. The beneficiaries of the project are the Casitas Municipal Water District and the United Water Conservation District.

Name of Person or Agency Carrying out Project: Casitas Municipal Water District, United Water Conservation District, and the California Department of Water Resources.

Reasons why project is exempt: The approval by the Casitas Municipal Water District Board of Directors of the term sheet effectuating the transfer of Table A Article 56 State Water Project supply from the Casitas Municipal Water District to the United Water Conservation District is statutorily exempt from substantive CEQA review under State CEQA Guidelines section 15282(u), which exempts temporary changes in the point of diversion, place of use, or purpose of use due to a transfer or exchange of water or water rights. Here, the proposed Project involves the transfer of up to 3,100 Acre-Feet of Casitas Municipal Water District’s 2020 Table A Article 56 State Water Project water supply. The Project merely changes the place of use, and does not involve construction of any additional facilities to service the Project. As the Project involves a one-year transfer, it also satisfies the definition of “temporary change” pursuant to Water Code section 1728.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: WEST OJAI METER RELOCATIONS EVALUATION
DATE: 01/27/2021

RECOMMENDATION:

Discuss West Ojai Meter Relocations Evaluation and provide direction to staff.

BACKGROUND AND DISCUSSION:

At the Board meeting of October 14, 2020, the Board discussed the proposed relocation of ten customer meters in the Arbolada area to accommodate the proposed West Ojai Pipeline Replacement, Specification No. 19-408, project. The project includes replacement of a 4-inch cast iron pipe in an easement that runs through private property. The 2018 Ojai Water System (OWS) Condition Assessment and Water System Master Plan identified fire flow improvements in the area. The proposed new pipeline will be installed in Cuyama Road for ease of access and future maintenance, and to avoid substantial construction on private property. These improvements are intended to benefit the OWS as a whole to improve the overall reliability and fire flow capacity of the system.

Ten parcels have meters served from this pipeline and the meters are located at the rear of each property. District staff prepared the attached West Ojai Meter Relocations Evaluation report describing the advantages and disadvantages of meter relocations. As requested by the Board in November 2020, an alternative to replace the existing pipeline in place with an 8-inch pipeline is also evaluated, as well as the "No Project" alternative.

BUDGET IMPACT:

Improvements to the Ojai Water System are funded from CFD 2013-1. There are sufficient funds in the CFD to cover the estimated costs of the meter relocations, if the Board decides it is appropriate to do so. Due to some restrictions within the City of Ojai for construction which may impact nesting birds, it is recommended construction occur between September 1, 2021 and January 31, 2022. For this reason, funding would occur in fiscal year 2021-22.

Attachment: West Ojai Meter Relocations Evaluation report, January 2021



West Ojai Meter Relocations Evaluation

January 2021

Prepared by

Julia Aranda, PE, Engineering Manager

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Appendices

- A West Ojai Pipeline Replacement, Sheets 7 and 8
- B Meter Relocation Exhibits
- C Plumbing and Landscaping Quotes from Property Owners
- D Building Permit Application
- E Ground Disturbance Statement
- F Arborist Report prepared by Rincon Consultants (January 15, 2021)
- G Tree Permit Application
- H Draft Agreement with Property Owners for Meter Relocation

1. Introduction

At their meeting of October 14, 2020, the Board of Directors discussed the proposed relocation of ten customer meters in the Arbolada area to accommodate the West Ojai Pipeline Replacement, Specification No. 19-408, project. The project includes replacement of a 4-inch cast iron pipe installed in 1951 in an easement that runs through private property. Figure 1-1 shows the existing pipelines in the project area.

The 2018 Ojai Water System (OWS) Condition Assessment and Water System Master Plan identified fire flow improvements in the area, shown as Project A4 in Figure 1-1 from that document and provided herein.

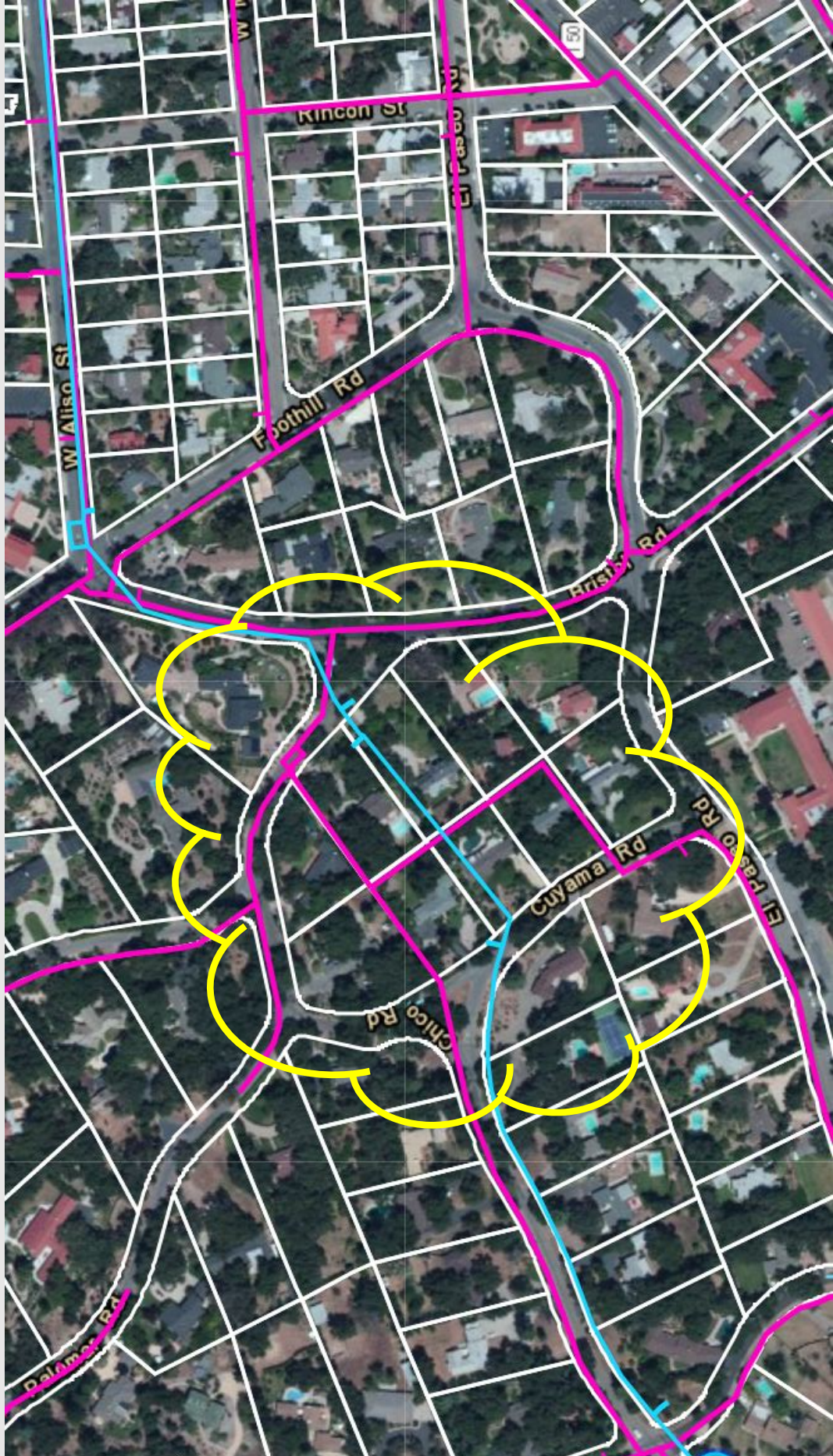
The proposed new 8-inch pipeline will be installed in Cuyama Road for ease of access and future maintenance. Sheets 7 and 8 of the design drawings are included in Appendix A. These improvements are intended to benefit the OWS as a whole to improve the overall reliability and fire flow capacity of the system.

The ten meters in question are located in back yards of private property. District staff prepared this report to evaluate the advantages, disadvantages, and costs associated with relocating the meters to the front yards, with the ultimate goal of abandoning the existing pipeline. In November 2020, the Board requested an evaluation of the cost to replace the existing 4-inch pipe with an 8-inch pipe in the same easement and leave the meters in place. A 'no project' alternative is also included.

The following sections evaluate three alternatives: 1) Alternative 1 – Relocate Existing Meters; 2) Alternative 2 – Replace Existing Pipeline in Place; and 3) No Project. Each of these alternatives is evaluated for the following:

- Homeowner Impacts
- Risk Management
- Construction Cost Estimate
- Permitting
- Legal Analysis
- Total Cost Estimate

This project does not address the 18-inch Matilija Conduit which also runs through some of the properties in the project area.



- Matilija Conduit
- Ojai Water System
- Project Area

Figure 1-1
Existing Pipelines

↑
NO SCALE

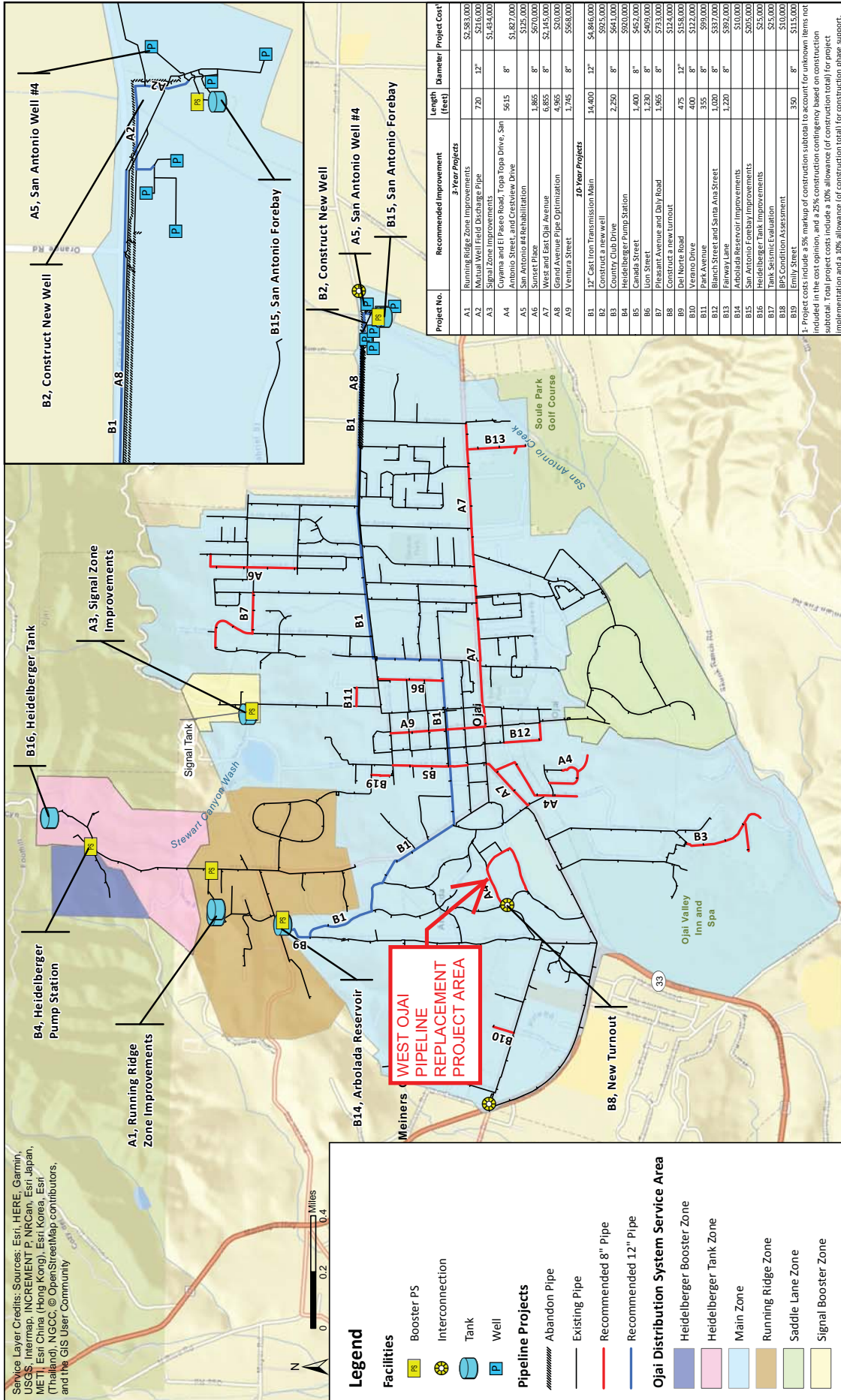


Figure 1-1. Recommended Capital Improvement Projects



2. Alternative 1 - Relocate Existing Meters

Ten parcels have meters served from a 4-inch pipeline in side- and back yards; the meters are located at the rear of each property. These parcels are shown in Table 2-1, as well as the proposed new service line source.

**Table 2-1
Meter Relocations**

Address	Assessor Parcel No.	New Service Line Source
111 Bristol Road	020-0-141-050	Existing 8-inch line in Bristol Road
202 Chico Road	020-0-141-010	New 8-inch line in Cuyama Road
104 Cuyama Road	020-0-141-070	New 8-inch line in Cuyama Road
110 Cuyama Road	020-0-141-080	New 8-inch line in Cuyama Road
114 Cuyama Road	020-0-141-090	New 8-inch line in Cuyama Road
118 Cuyama Road	020-0-141-100	New 8-inch line in Cuyama Road
608 El Paseo Road	020-0-141-060	Existing 8-inch line in Bristol Road
205 Palomar Road	020-0-141-140	Existing 8-inch line in Palomar Road
209 Palomar Road	020-0-141-030	Existing 8-inch line in Palomar Road
219 Palomar Road	020-0-141-020	Existing 8-inch line in Palomar Road

As shown in the table, some will be served from the new pipeline and some can be connected to existing pipelines. The exhibits provide in Appendix B show the proposed meter relocations for each parcel. Relocating the meters requires plumbing improvements on the customer’s side of the meter which are evaluated in the following subsections.

2.1. Homeowner Impacts

The meter relocations are a temporary inconvenience to the ten property owners. To date, the homeowners have assisted with coordination of site visits and have gathered quotes from plumbing and landscaping contractors to perform the work.

Construction on their property may take several days for the simplest sites, to a couple weeks for sites needing landscaping or hardscaping work. There will be a minimal shutdown of their water system to tie the new service line over.

While the homeowners seem to understand the need for the meter relocation, none believe they should be financially responsible for the work, including the permit requirements and compliance.

2.2. Risk Management

The existing pipeline is located (presumably) in an easement through side- and backyards. The meters are in backyards. Multiple improvements were made by property owners that would be extremely problematic were a leak or break to occur. There are mature trees, chain link fencing, concrete walls, Southern California Edison poles, and structures in close proximity or above the pipe that would be impacted should an emergency repair be needed. Based on the overall condition of the OWS and the District’s experience repairing numerous leaks on this system, a break seems inevitable.

Relocating the meters to the front yards greatly reduces the District’s liability if and when a leak or break occurs on the existing pipeline. The existing 4-inch pipeline would be abandoned in place and the easements quitclaimed back to the property owners.

2.3. Construction Cost Estimates

Each property has unique circumstances and constraints for their plumbing relocation. There are septic systems, oak trees, hardscape, and mature landscaping to consider. District staff visited each site with the homeowner and arborist to develop a plumbing route that took these issues into consideration. The plumbing quotes were developed based on these sketches. Table 2-2 shows a summary of the construction quotes (rounded) provided by each homeowner. The quotes are included in Appendix C.

**Table 2-2
Construction Cost Estimate**

Address	Construction Estimate	Contractor(s)
111 Bristol Road ¹	\$13,450	N/A
202 Chico Road	\$5,500	R.G. Wells Plumbing
104 Cuyama Road	\$14,900	Element Landscape Construction
110 Cuyama Road	\$11,200	Element Landscape Construction
114 Cuyama Road ¹	\$13,450	N/A
118 Cuyama Road	\$14,800	Habanero
608 El Paseo Road ¹	\$13,450	N/A
205 Palomar Road	\$4,700	Alco Plumbing and F&C Rockview Landscaping
209 Palomar Road	\$29,700	Michael R Doran and F&C Rockview Landscaping
219 Palomar Road ¹	\$13,450	N/A
Total	\$134,600	

Notes: 1) Homeowner did not provide an estimate; an average of the other estimates was used as a placeholder.

2.4. Construction Permits

The City of Ojai’s Community Development Department provided direction on the necessary permits needed for construction. Table 2-3 shows the estimated fees for each permit type and the permits are described in the following subsections.

**Table 2-3
Permit Fee Estimate**

Address	Building Permit		Ground Disturbance Fee	Tree Permit Fee	Total Permit Fees
	Valuation of Work	Fee			
111 Bristol Road	\$13,450.00	\$387.68	\$75.00	\$225.00	\$300.00
202 Chico Road	\$5,500.00	\$271.66	\$75.00	\$225.00	\$571.66
104 Cuyama Road	\$13,450.00	\$387.68	\$75.00	\$225.00	\$300.00
110 Cuyama Road	\$11,197.20	\$368.34	\$75.00	\$225.00	\$668.34
114 Cuyama Road	\$13,450.00	\$387.68	\$75.00	\$225.00	\$300.00
118 Cuyama Road	\$14,781.00	\$397.34	\$75.00	\$225.00	\$697.34
608 El Paseo Road	\$13,450.00	\$387.68	\$75.00	\$225.00	\$300.00
205 Palomar Road	\$4,685.00	\$252.33	\$75.00	\$225.00	\$552.33
209 Palomar Road	\$29,675.00	\$542.40	\$75.00	\$225.00	\$842.40
219 Palomar Road	\$13,450.00	\$387.68	\$75.00	\$225.00	\$300.00
Total		\$3,780.12	\$750.00	\$2,250.00	\$6,780.12

2.4.1. Building Permit

Each property owner’s contractor will have to obtain a building permit from the City. The application is included in Appendix D. Building permit fees are based on project valuation for the work to be done as shown in Table 2-3.

2.4.2. Ground Disturbance Statement

The City’s Ground Disturbance Statement, included in Appendix E, must be completed and signed for each property. All properties will have ground disturbance for plumbing improvements, and some have landscaping and hardscaping that must be restored. Staff has assumed Native American monitoring will be required at each site. The fee for the Ground Disturbance Statement is \$75.

2.4.3. Tree Permit

An Arborist Report was prepared for the project area, specifically for the ten parcels, and is provided in Appendix F. There are coast live oaks and valley oaks as well as one sycamore tree for which mitigation measures are needed. The Arborist Report will be submitted with each application. For the purpose of the total project cost estimate (Section 2.6), arborist monitoring is included. Tree permit fees are \$225 per parcel and the application is included in Appendix G.

2.5. Legal Analysis

District Counsel has drafted an Agreement, provided as Appendix H, to be executed by the District and each property owner which outlines the responsibilities of each party. Key provisions include:

- Indemnification of the District for work performed
- District pays permit fees, cost of reconnection, environmental monitoring, arborist monitoring, and Native American monitoring, as necessary
- Property owner is responsible for hiring a licensed contractor to perform the reconnection and associated landscaping repairs
- District shall not pay any costs for work not associated with the Reconnection (i.e. ‘extra work’)
- Reconnection work must be paid for by the homeowner and reimbursed by the District upon completion

The draft Agreement will likely be modified based on conversations with property owners and further discussion with District counsel. Final agreements will be presented to the Board and executed by the General Manager.

2.6. Total Cost Estimate

Table 2-4 shows the total estimated costs for Alternative 1 – Meter Relocations.

Table 2-4
Alternative 1 – Relocate Existing Meter Cost Estimate

Description	Estimate	Source
Plumbing/Landscaping Improvements	\$168,250	Estimates based on contractor quotes received from property owners (Table 2-2 with a 25% contingency)
Arborist Report	\$18,118	Work underway; funds encumbered
Native American Monitoring	\$50,000	Estimate based on previous projects
Arborist Monitoring	\$50,000	Estimate based on previous projects
Permit Fees	\$6,800	City of Ojai (Table 2-3) rounded
TOTAL	\$293,168	

2.7. Project Timeline

Meter relocation work is not tied to the West Ojai Pipeline Replacement project nor is pipeline abandonment included in the Tierra contract. The existing pipeline can remain in service until all the meters are in place and all work on the customers' side is complete. District staff can then disconnect and abandon the old pipeline in place.

The Tree Permit application indicates construction near protected trees should be avoided between February 1 and August 31. Based on this, the District would request homeowners engage their contractors to perform work between September 1, 2021 and January 31, 2022. The 25 percent contingency is included in the cost estimate to account for potential price increases from contractors.

3. Alternative 2 – Replace Existing Pipeline in Place

The existing 4-inch pipe is undersized to meet current fire flow standards. This alternative includes replacement of the pipeline in the existing easement with an 8-inch line. District staff have researched records provided by Golden State Water and are unable to locate record drawings for the pipeline as well as easement documentation. The pipeline depth is unknown. It is also unknown if the pipeline is actually located within the easement or how wide the easement is. A title report can be acquired for each property to obtain copies of the easements to determine easement width and conditions.

An extensive engineering analysis was not performed to evaluate different construction methods. Trenchless methods, however, do not seem feasible based on the site conditions. Pipe bursting would likely cause the soil to expand upward, causing damage to trees, fencing, and other existing site improvements. Photos on the following page show typical block wall and fence built along the existing pipeline alignment. Horizontal directional drilling methods would be hampered by tree roots and requires open area for launch and retrieval pits. Open cut excavation was assumed for the purpose of developing construction cost estimates.

Southern California Edison (SCE) has numerous poles and below-grade structures in the same alignment as the pipeline. Coordination with SCE is needed to protect their facilities in place during construction.

As described in the Arborist Report, there are protected oak trees along the pipeline alignment. More investigation is needed during design to see if these trees can be avoided or would need removal. In the event removal is necessary, typical mitigation measures include replacement such that the total sum of the diameters of all trunks of all replacement trees shall be equal to or greater than the total sum of diameters of the trunks of all removed trees, and no replacement tree shall be less than two (2") inches in diameter.

For the purpose of this report and to develop a conceptual cost estimate, the following elements for a replacement pipeline were assumed:

- Design, survey, and geotechnical investigation services
- 1,000 feet of 8-inch PVC pipeline using open-cut excavation
- Three gate valves at the tee intersection
- Implementation of a Tree Protection Plan
- Native American and Environmental monitoring
- Geotechnical services during construction

Figure 3-1 shows the proposed alignment. There are additional significant issues to this alternative as described in the following subsections.

3.1. Homeowner Impacts

Homeowners would be subject to significant disruption during design and construction for this alternative. Initially, access for surveying and geotechnical personnel is needed to facilitate the design effort. While the easement likely gives the District the right to perform this work, it is an intrusion into private property.

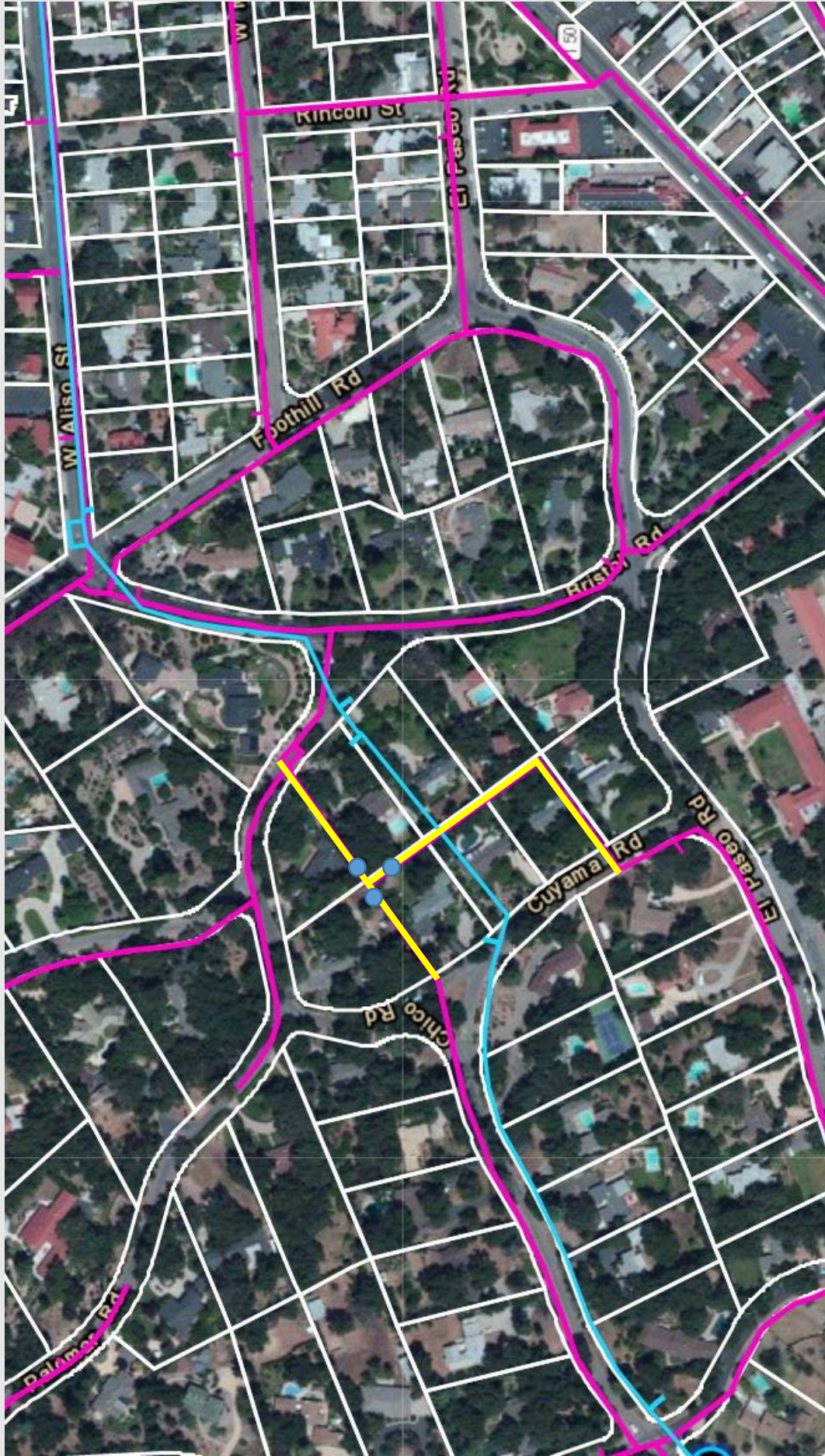
Because of the unique site conditions, a mandatory pre-bid site visit is anticipated with potential bidders. This requires coordination with each property owner and will also cause disturbance.



1 - Block wall along pipeline alignment



2 Fence along pipeline alignment



Matilija Conduit

Ojai Water System

8-inch Replacement Pipeline

8-inch Gate Valve

Figure 3-1

Replacement Pipeline



NO SCALE

Construction will, of course, cause the biggest impact to homeowners. Construction equipment will need to access the pipeline alignment which is extremely difficult through and across some of these parcels. The alignment must be cleared of trees, landscaping, chain link fence, and block walls to facilitate excavation of the pipeline trench. Temporary fencing will be needed to provide privacy to homeowners throughout the construction period. A laydown area for pipe and materials is needed, which perhaps could be in the public right-of-way. Some homeowners may request the District provide them with other accommodations during construction to compensate for this disruption.

In general, construction in the existing alignment causes major disruption to homeowners.

3.2. Risk Management

Replacing the pipeline in the existing easement eliminates some risk of the existing aged pipeline leaking or breaking and causing damage. Placing pipelines in easements on private property, however, is not a best management practice for any utility and is generally avoided if other options are available. As the existing situation shows, easements are difficult to manage and maintain. Property owners may construct improvements over time that make access to facilities difficult and even cause damage. This risk would still exist if the pipeline is replaced in the existing alignment.

3.3. Cost Estimate

The construction cost estimate shown in Table 3-1 is based on recent bids and discussion with construction professionals. A contingency of 50% is included since this is a high-level evaluation and further investigation is needed.

Table 3-1
Alternative 2 – Pipeline Replacement Construction Cost Estimate

Item No.	Qty	Unit	Description	Unit Price	Amount
1	1	LS	Mobilization	\$20,000	\$20,000
2	1	LS	Tree Protection Plan	\$10,000	\$10,000
3	1	LS	Site Preparation	\$50,000	\$50,000
4	1000	FT	8-Inch PVC	\$300	\$300,000
5	3	EA	8-Inch Gate Valve	\$1,200	\$3,600
6	10	EA	Service Laterals	\$2,000	\$20,000
7	1	LS	Site Restoration	\$200,000	\$200,000
8	500	FT	6-Foot Block Wall	\$100	\$50,000
9	500	FT	6-Foot Chain Link Fence	\$50	\$25,000
SUBTOTAL					\$678,600
Contingency (50%)					\$339,300
TOTAL					\$1,017,900

Services during construction are needed for Native American monitoring, environmental monitoring (arborist, biologist, etc.) and geotechnical monitoring and testing. Estimated costs for these are included in Section 3.6.

3.4. Construction Permits

The Tree Permit required for work on private property within the City of Ojai as described in Section 2.4 is also applicable to this alternative. The Building Permit and Ground Disturbance Statement are not considered applicable to a water infrastructure project. The total permit fees for the ten properties is \$2,250.

3.5. Legal Analysis

The District likely has the legal right to replace the existing pipeline in the existing easement, though this must be confirmed by obtaining the actual easement documents. Additional temporary construction easements may be needed to allow a contractor working room to install a new pipeline. Homeowners may be unwilling to grant such temporary easements knowing the disturbance the project will have to them. The costs for such temporary easements must be based upon an appraisal; costs for the appraisal and temporary easements are not included in the overall cost estimate in Section 3.6.

3.6. Total Cost Estimate

The total project cost for Alternative 2 – Replace Existing Pipeline is shown in Table 3-2.

Table 3-2
Alternative 2 – Pipeline Replacement Total Cost Estimate

Description	Estimate	Source
Design	\$100,000	Estimate based on similar work
Survey	\$20,000	Estimate based on similar work
Geotechnical Investigation	\$25,000	Estimate based on similar work
Construction	\$1,017,900	Table 3-1
Native American Monitoring	\$28,800	Estimate based on similar work
Environmental Monitoring	\$50,000	Estimate based on similar work
Construction Phase Geotech	\$50,000	Estimate based on similar work
Permits	\$2,250	City of Ojai
TOTAL	\$1,291,700¹	

Notes: 1) Costs for property appraisal and temporary easements are not included

3.7. Project Timeline

A preliminary schedule for a pipeline replacement project is shown in Table 3-3.

Table 3-3
Alternative 2 – Pipeline Replacement Preliminary Schedule

Description	
Design, Survey, Geotechnical Investigation	4 – 6 months
Bid Phase	2 months
Construction	3 months
Total	9 – 12 months

This alternative is also subject to the same timing constraints for the Tree Permit and construction would be limited to the period between September 1 and January 31.

4. Alternative 3 – No Project

The No Project alternative is evaluated in the following subsections for comparison to understand the implications of leaving the existing 4-inch pipeline in service and not relocating the ten customer meters from back yards to front yards.

4.1. Homeowner Impacts

There are no immediate impacts to homeowners to leave the pipe and meters as is. In the event of a leak or break on the line, however, the impacts could be significant. Depending on the severity of the leak/break, flowing water could damage homeowner improvements such as landscaping, block walls, and fencing. During such an emergency, construction equipment and personnel would need to access the leak site to repair the pipeline which would likely result in further damage to property.

4.2. Risk Management

The No Project alternative retains the risks associated with an aging pipe on private property and its potential failure.

4.3. Cost Estimate

There are no immediate costs to the No Project alternative. In the event an emergency repair is needed, costs for labor, equipment, and materials will be incurred. This can have a wide range of costs depending on the nature and location of the failure. For these reasons, it is not appropriate to put forward an estimate.

4.4. Construction Permits

Emergency repairs are not anticipated to require permits. In the event an oak tree is damaged or destroyed, there would likely be pressure to replace it.

4.5. Legal Analysis

There are no immediate legal implications to the No Project alternative. In the event an emergency repair is needed in the future, there is the potential a homeowner would want the District to repair any damage to their property. The extent of that repair can vary greatly and may subject the District to legal claims based on the easement language and protections it may provide.

4.6. Total Cost Estimate

A cost estimate was not prepared for this option as the immediate cost is non-existent. Emergency repairs can vary significantly and an estimate is not appropriate.

4.7. Project Timeline

There is no specific timeline for the No Project alternative. Emergency repairs can occur at any time, including nights and weekends, causing further disturbance and inconvenience to homeowners.

5. Summary of Alternatives

Table 5-1 shows a comparison of the three alternatives using a red-yellow-green color scale. Red indicates high impact, yellow indicates medium impact, and green indicates low or no impact. The matrix is intended to show how the alternatives compare to each other.

Table 5-1 Summary of Impacts

DESCRIPTION	HOMEOWNER IMPACTS	RISK MANAGEMENT	COST	PERMITTING	LEGAL ANALYSIS
Alternative 1 – Relocate Existing Meters	Temporary construction impacts	Reduces risk to the District	Approx. \$300,000	Building, Ground Disturbance, and Tree	Requires agreement with homeowners
Alternative 2 – Replace Existing Pipeline	Significant construction impacts	Increased risk to the District in the event of pipeline failure	>\$1,000,000	Tree Permit	Temporary construction easements may be unattainable
Alternative 3 – No Project	Potential failure of aged pipeline	Inability to monitor easement; Increased risk to the District in the event of pipeline failure	Cost for potential repairs to leak/break uncertain	None required for emergency repair	May subject the District to claims

Appendix A

West Ojai Pipeline Replacement, Sheets 7 and 8

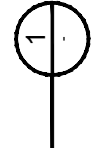
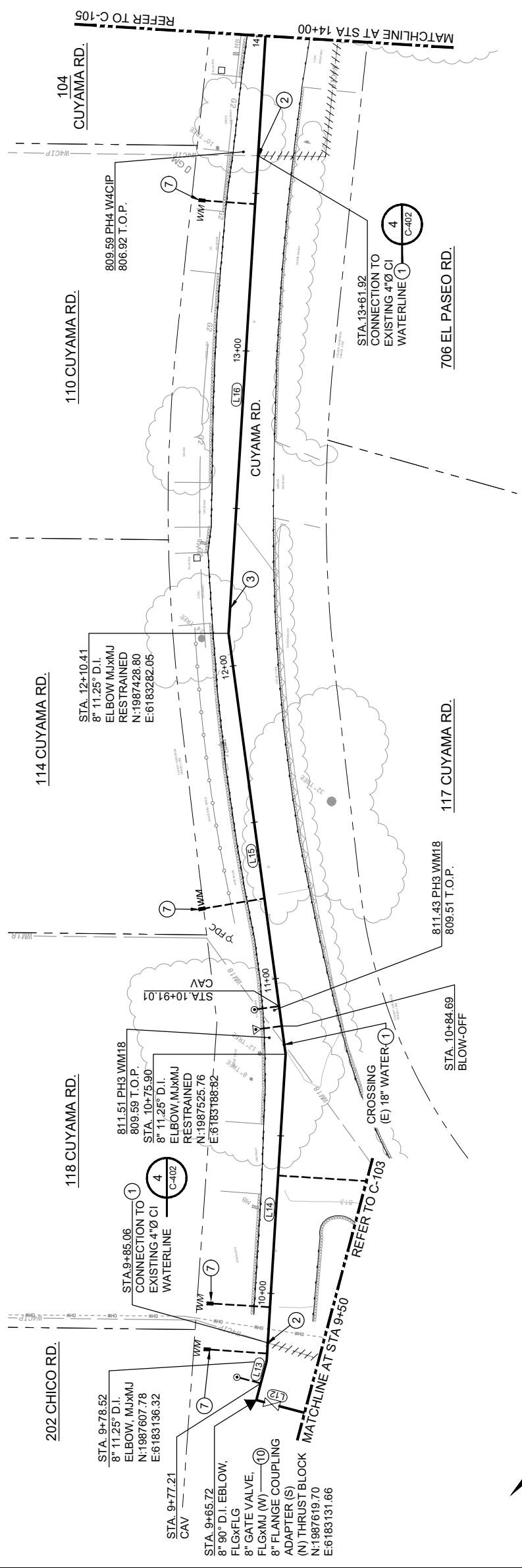


Know what's below.
Call before you dig.

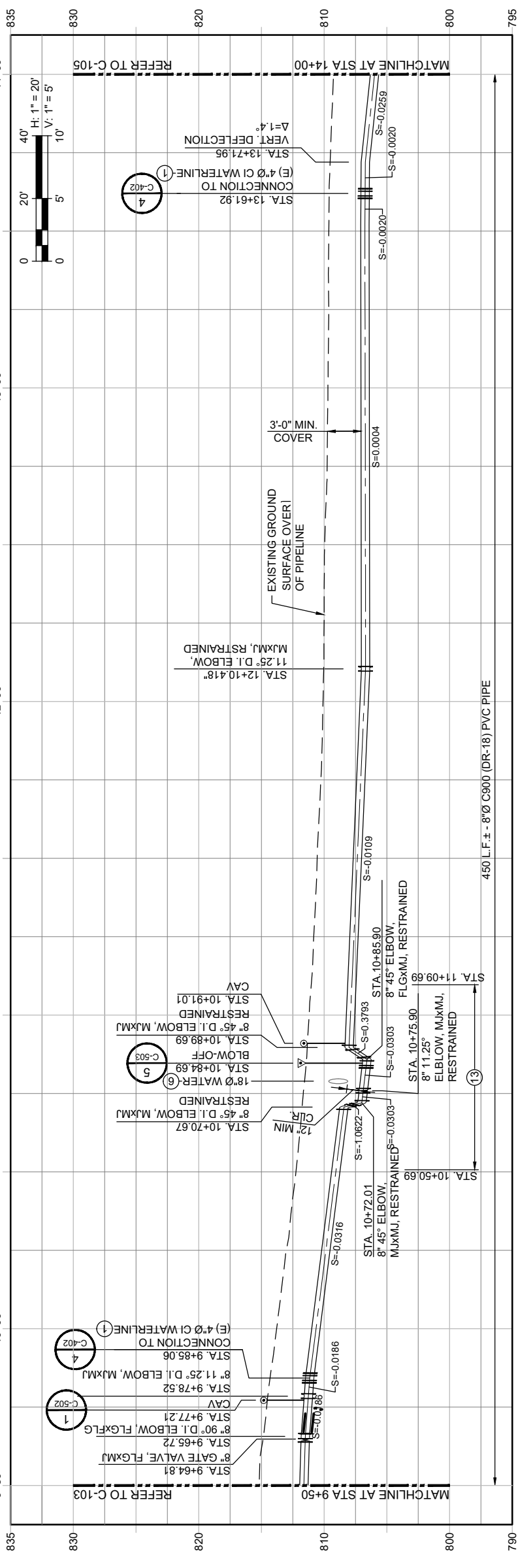
LINE TABLE		
LINE #	LENGTH	BEARING
L12	176.35	N68° 37' 14.98"E
L13	12.79	S21° 22' 45.02"E
L14	97.38	S32° 37' 22.28"E
L15	134.51	S43° 52' 22.26"E
L16	193.24	S32° 37' 22.26"E

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE IN KIND
- (1) POTHOLE EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. SUBMIT WRITTEN REPORT TO OWNER INDICATING HORIZONTAL AND VERTICAL LOCATION OF INDICATED UTILITIES.
- (2) ABANDON EXISTING WATER PIPE IN PLACE PER DETAIL C-502
- (3) 8" C900 (DR18) PVC WATERLINE PER SPECIFICATION SECTION 402092. WATERLINE TO HAVE MINIMUM COVER OF 3-FEET UNLESS OTHERWISE NOTED.
- (6) PROTECT EXISTING UTILITY PER DETAIL C-502
- (7) INSTALL 3/4" WATER SERVICE PER DETAIL C-503
- (8) REMOVE EXISTING FIRE HYDRANT AND ABANDON PER DETAIL C-503
- (10) INSTALL 8" GATE VALVE PER SPECIFICATION SECTION 400520 AND DETAIL C-502
- (13) RESTRAINED JOINTS TO EXTENT SHOWN



STA. 9+50 TO STA. 14+00
SCALE: 1" = 20'



GENERAL NOTES:

1. LOCATION OF WATER SERVICES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE LATERALS PRIOR TO CONSTRUCTION OF WATERLINE.
2. GAS AND SEWER LATERALS EXIST WITHIN THE PROJECT AREA. SOME LOCATIONS ARE UNKNOWN AND ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING GAS AND SEWER LATERALS PER SPECIFICATION SECTION 020120.
3. DISTRICT EMPLOYEES WILL INSTALL AND REMOVE METERS. CONTRACTOR TO COORDINATE METER INSTALLATION WITH DISTRICT A MINIMUM OF 2 WORKING DAYS PRIOR TO WORK.
4. ASPHALT CONCRETE REPAIR SHALL BE PER CITY OF OJAI ENCROACHMENT PERMIT, AND DETAIL C-501
5. EXISTING 4" CI WATER MAIN IS LIVE AND IS TO BE ABANDONED AND PLUGGED IN PLACE AFTER 8" WATER MAIN AND SERVICE LATERALS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND BROUGHT INTO SERVICE TO THE DISTRICT'S SATISFACTION.
6. PROVIDE TRAFFIC CONTROL PER REQUIREMENTS OF CITY OF OJAI ENCROACHMENT PERMIT.
7. COORDINATE FINAL LOCATION FOR HYDRANTS, CAVS, AND BLOW-OFFS WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

FOR PRELIMINARY USE ONLY
NOT TO BE USED FOR CONSTRUCTION
DATE: APRIL 2020

****95% PLANSET - NOT FOR CONSTRUCTION**

CASITAS MUNICIPAL WATER DISTRICT
WEST OJAI PIPELINE REPLACEMENT PROJECT

CUYAMA ROAD SITE PLAN AND PROFILE
STA. 9+50 TO STA. 14+00

PROJECT NUMBER: **19-408**
DRAWING NUMBER: **C-104**
SHEET NUMBER: **7** OF **25**

SCALE:
THIS BAR IS 2 INCHES AT FULL SCALE. IF NOT 2 INCHES, THEN SCALE ACCORDINGLY.



DESIGNED:	EKS
DRAWN:	JPF
CHECKED:	---
DATE:	---

CONSTRUCTIONABILITY: _____
EXP.: 12/31/2021



REV	DATE	BY	DESCRIPTION
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Know what's below.
Call before you dig.

LINE TABLE		
LINE #	LENGTH	BEARING
L17	92.78	S20° 51' 11.05"E
L18	41.92	S32° 34' 37.96"E

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE IN KIND
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- (3) 8" C900 (DR18) PVC WATERLINE PER SPECIFICATION SECTION 402092. WATERLINE TO HAVE MINIMUM COVER OF 3-FEET UNLESS OTHERWISE NOTED.
- (4) RECONNECT EXISTING 1" WATER SERVICE PER DETAIL C-503
- (5) INSTALL NEW FIRE HYDRANT PER DETAIL C-503
- (7) INSTALL 3/4" WATER SERVICE PER DETAIL C-503
- (8) REMOVE EXISTING FIRE HYDRANT AND ABANDON PER DETAIL C-501
- (9) RECONNECT EXISTING 3/4" WATER METER PER DETAIL C-503
- (10) INSTALL 8" GATE VALVE PER SPECIFICATION SECTION 400520 AND DETAIL C-502
- (13) RESTRAINED JOINTS TO EXTENTS SHOWN

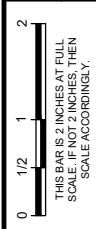
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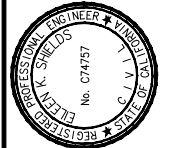
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NOT TO BE USED FOR CONSTRUCTION
DATE: APRIL 2020

****95% PLANSET - NOT FOR CONSTRUCTION**

CASITAS MUNICIPAL WATER DISTRICT WEST OJAI PIPELINE REPLACEMENT PROJECT		PROJECT NUMBER 19-408
CUYAMA ROAD SITE PLAN AND PROFILE STA. 14+00 to STA. 15+38.36		DRAWING NUMBER C-105
		SHEET NUMBER 8 OF 25



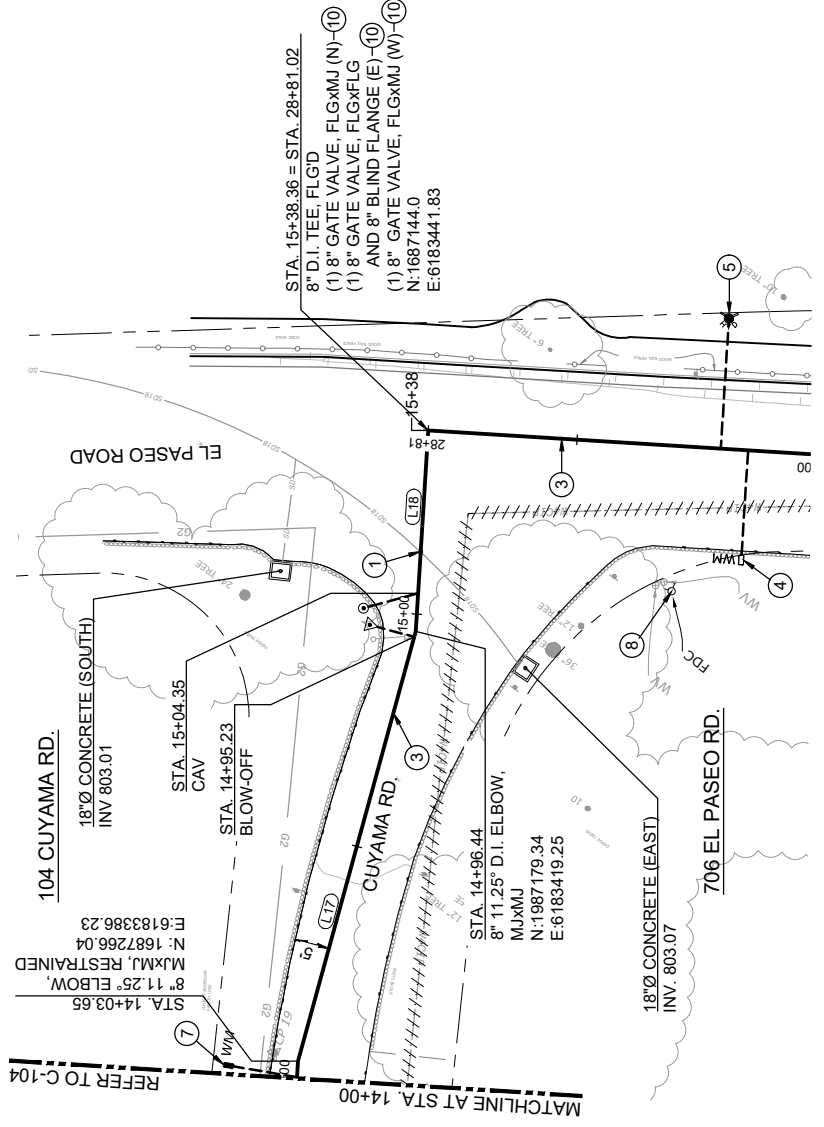
WATER - WASTEWATER - REUSE
P.O. BOX 1604
ARROYO GRANDE, CA 93421 (805) 904-6530



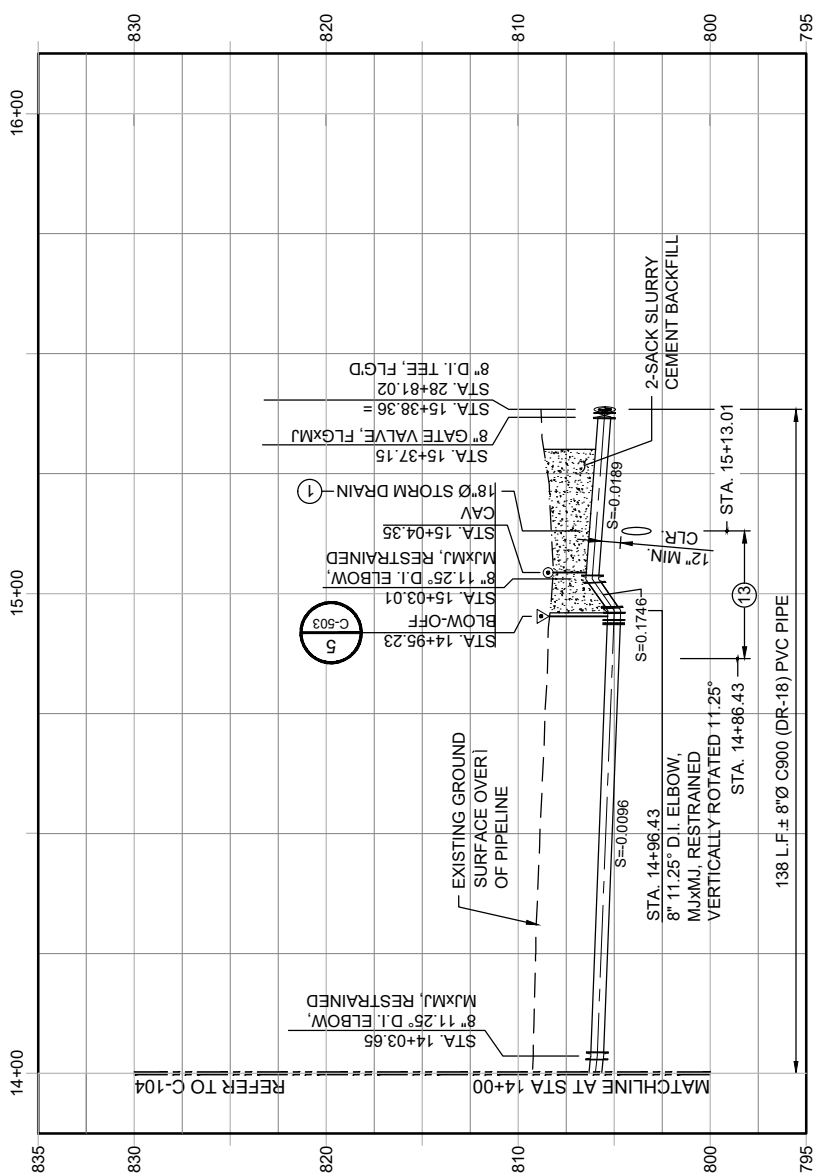
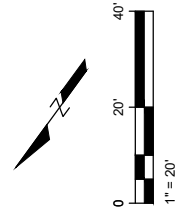
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CONSTRUCTABILITY: ---			



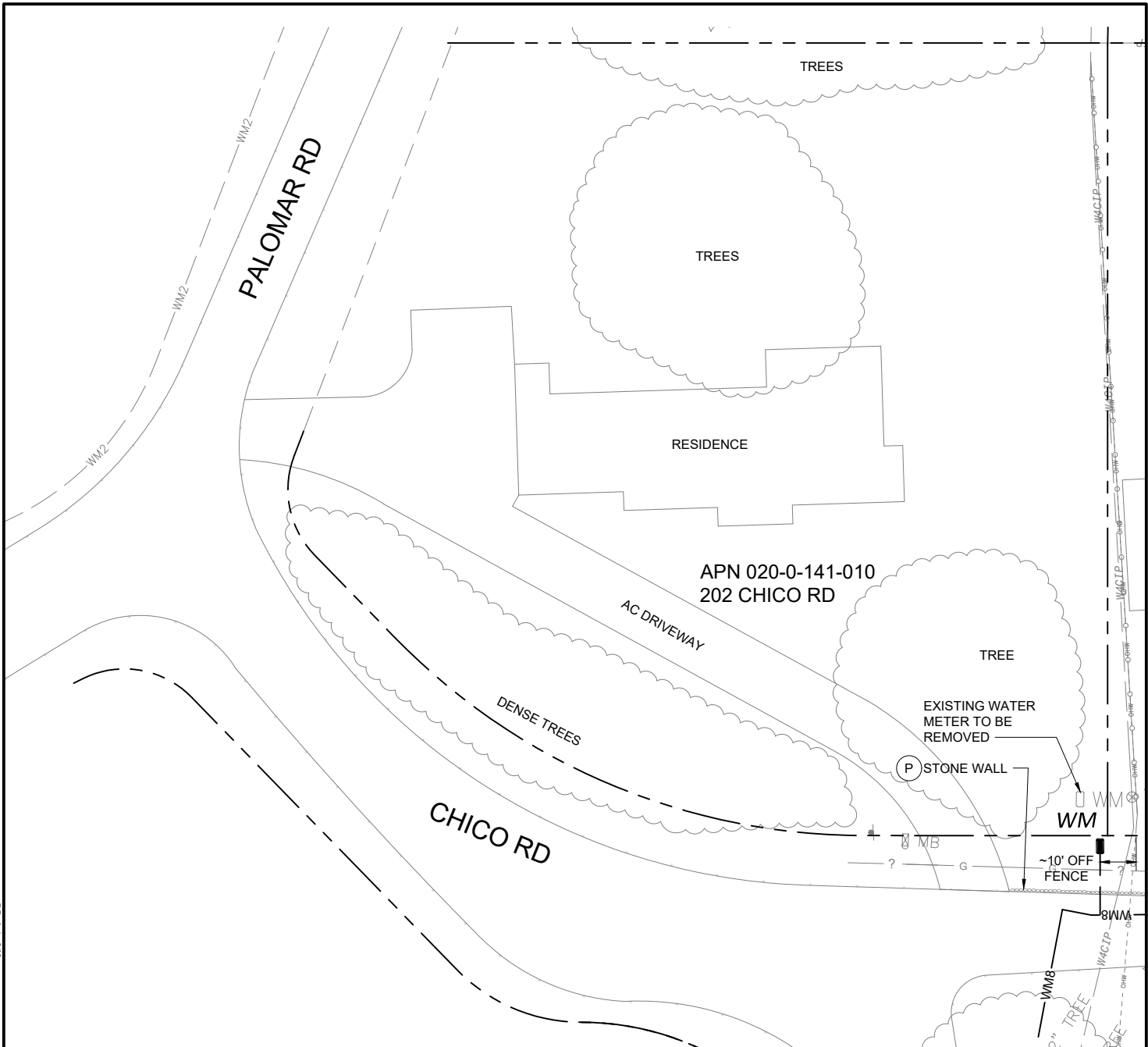
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SCALE: 1" = 20'



Appendix B
Meter Relocation Exhibits



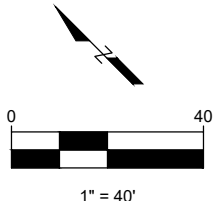
NOTES:

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- NEW WATER METER TO BE INSTALLED BY DISTRICT. EXISTING WATER METER TO BE REMOVED BY DISTRICT.

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- RIGHT OF WAY AND LOT LINES SHOWN HEREON WERE COMPILED FROM VARIOUS PUBLIC SOURCES, INCLUDING COUNTY ASSESSOR DATA, RECORD DOCUMENTS, AND OTHER HISTORICAL MAPS AND HAVE BEEN GEOREFERENCED BY A LIMITED SET OF FIELD DATA AVAILABLE. THIS DOES NOT REPRESENT A BOUNDARY ESTABLISHMENT SURVEY AND THE LINES ARE APPROXIMATE AND FOR GENERAL REFERENCE ONLY.

LEGEND:

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE
- WM EXISTING WATER METER
- WM NEW WATER METER
- W8PVC NEW WATERLINE
- W4CIP EXISTING WATERLINE
- EDGE OF PAVEMENT
- PROPERTY LINE
- PROJECTED PROPERTY LINE



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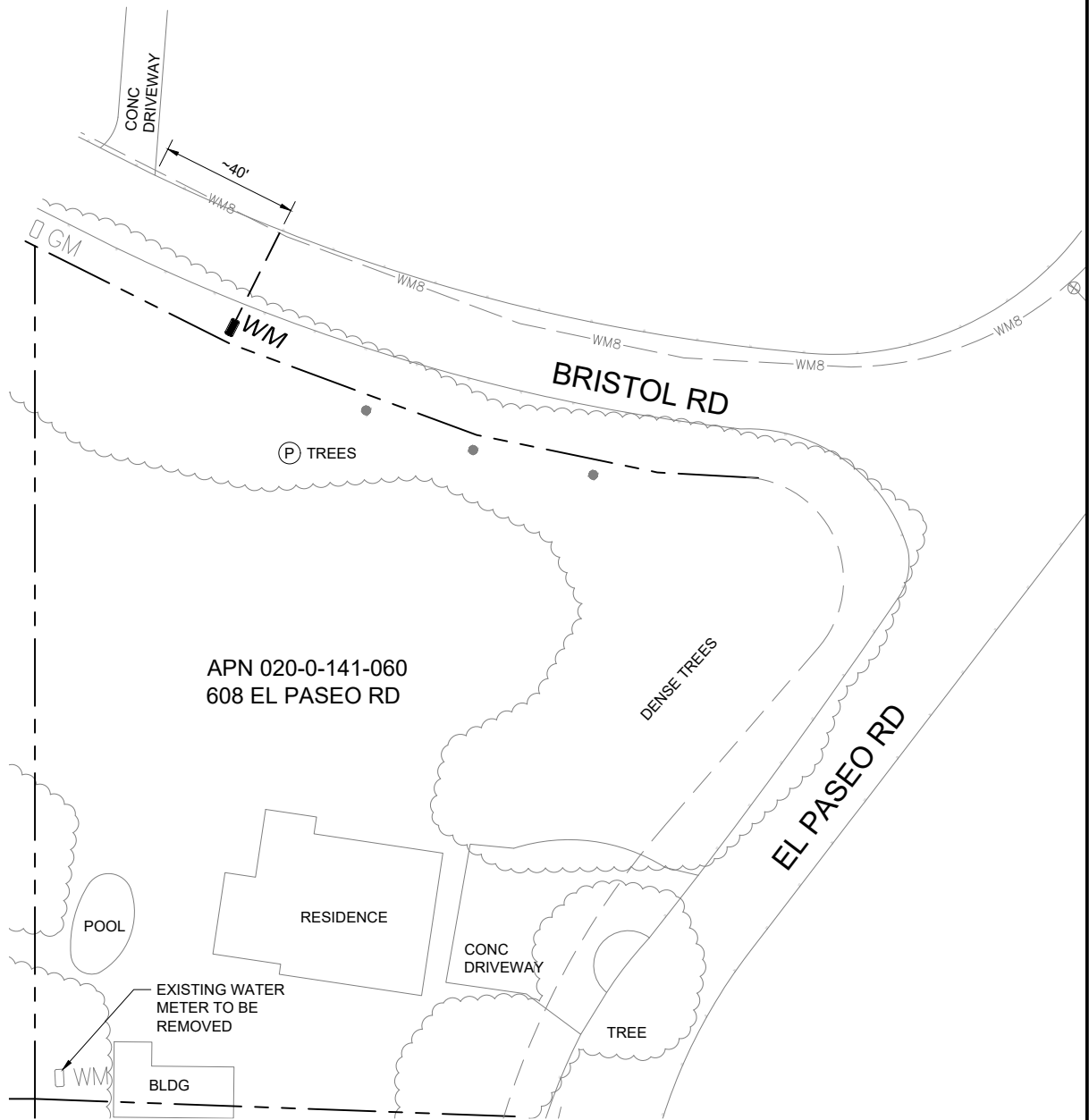
P.O. BOX 1604
 ARROYO GRANDE, CA 93421 (805) 904-6530

**CASITAS MUNICIPAL WATER DISTRICT
 WEST OJAI PIPELINES REPLACEMENT PROJECT**

**202 CHICO ROAD
 APN 020-0-141-010**

DRAFT

**SITE
 1**



APN 020-0-141-060
608 EL PASEO RD

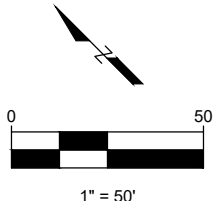
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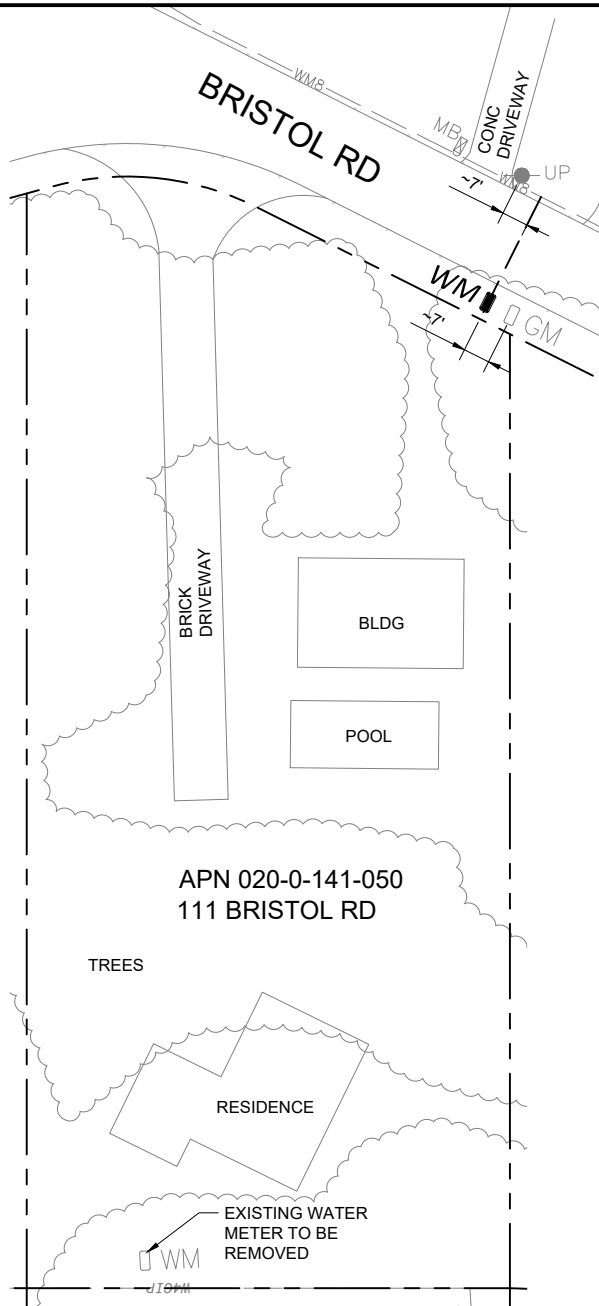
LEGEND:

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE
- WM EXISTING WATER METER
- WM NEW WATER METER
- W8PVC — NEW WATERLINE
- - - W4CIP - - - EXISTING WATERLINE
- — — — — EDGE OF PAVEMENT
- — — — — PROPERTY LINE
- - - - - PROJECTED PROPERTY LINE



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 WATER - WASTEWATER - REUSE P.O. BOX 1604 ARROYO GRANDE, CA 93421 (805) 904-6530	CASITAS MUNICIPAL WATER DISTRICT WEST OJAI PIPELINES REPLACEMENT PROJECT 608 EL PASEO ROAD APN 020-0-141-060	DRAFT	SITE 6
	608 EL PASEO ROAD APN 020-0-141-060		



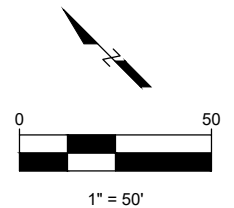
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LEGEND:

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE
- ◻ WM EXISTING WATER METER
- ◼ WM NEW WATER METER
- W8PVC — NEW WATERLINE
- - - W4CIP - - - EXISTING WATERLINE
- — — — — EDGE OF PAVEMENT
- — — — — PROPERTY LINE
- - - - - PROJECTED PROPERTY LINE



P:\GIS\Projects\Casitas\20160517_10_30_16_05_Waterline_Replacement\020_0-141-050_Casitas\WP_CAD\Map User - Mike Phelan DATE: Apr 25, 2016 2:50pm XREFS: REF-G:020-111-ADDR REF-C:0101 REF-C:0103 REF-C:0104 REF-C:0105 REF-C:0106 REF-C:0107 REF-C:0108 REF-C:0109 REF-C:0110 REF-C:0111 REF-C:0112 REF-C:0113 REF-C:0114 REF-C:0115 REF-C:0116 REF-C:0117 REF-C:0118 REF-C:0119 REF-C:0120 REF-C:0121 REF-C:0122 REF-C:0123 REF-C:0124 REF-C:0125 REF-C:0126 REF-C:0127 REF-C:0128 REF-C:0129 REF-C:0130 REF-C:0131 REF-C:0132 REF-C:0133 REF-C:0134 REF-C:0135 REF-C:0136 REF-C:0137 REF-C:0138 REF-C:0139 REF-C:0140 REF-C:0141 REF-C:0142 REF-C:0143 REF-C:0144 REF-C:0145 REF-C:0146 REF-C:0147 REF-C:0148 REF-C:0149 REF-C:0150 REF-C:0151 REF-C:0152 REF-C:0153 REF-C:0154 REF-C:0155 REF-C:0156 REF-C:0157 REF-C:0158 REF-C:0159 REF-C:0160 REF-C:0161 REF-C:0162 REF-C:0163 REF-C:0164 REF-C:0165 REF-C:0166 REF-C:0167 REF-C:0168 REF-C:0169 REF-C:0170 REF-C:0171 REF-C:0172 REF-C:0173 REF-C:0174 REF-C:0175 REF-C:0176 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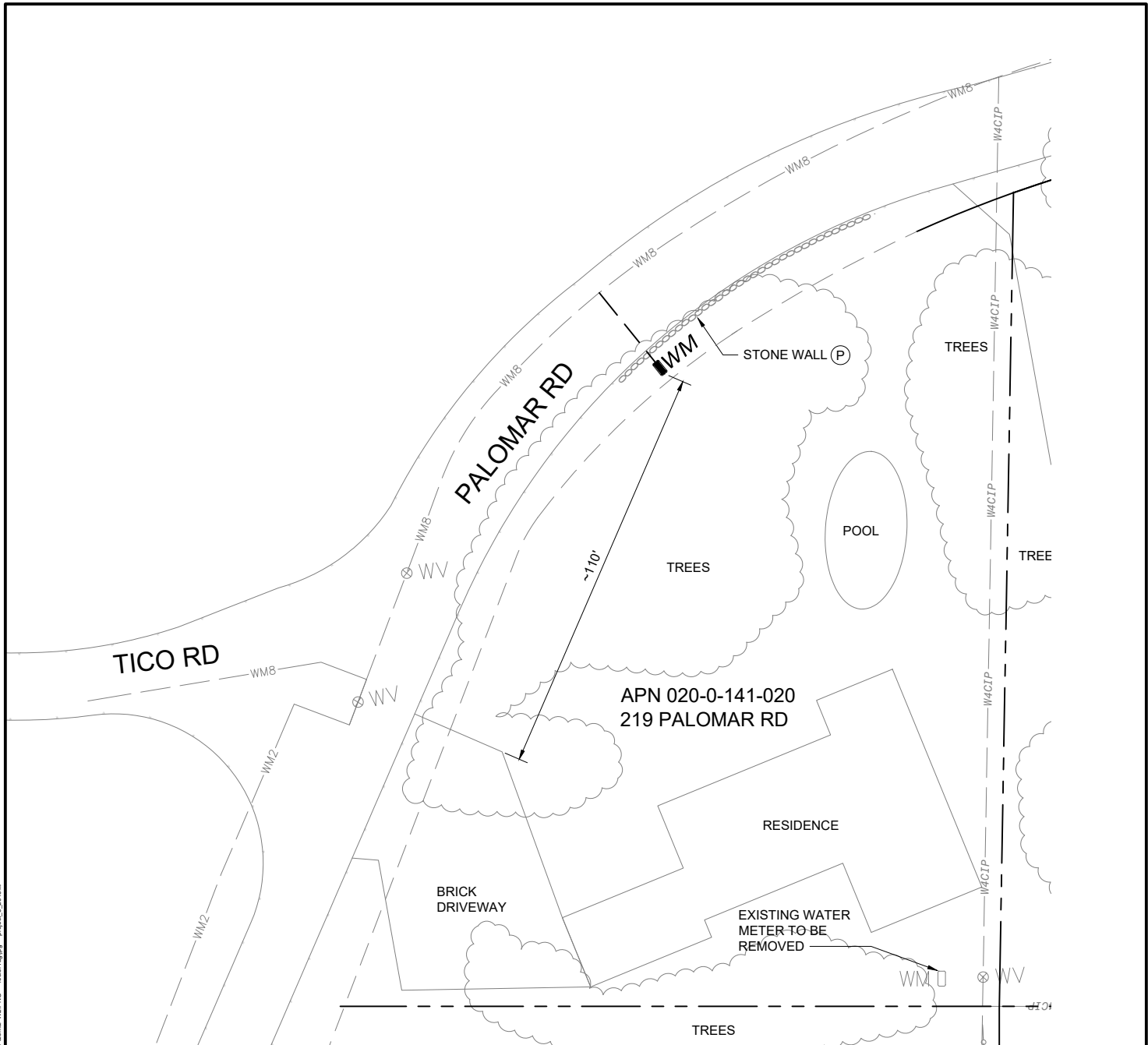
P.O. BOX 1604
ARROYO GRANDE, CA 93421 (805) 904-6530

CASITAS MUNICIPAL WATER DISTRICT
WEST OJAI PIPELINES REPLACEMENT PROJECT

111 BRISTOL ROAD
APN 020-0-141-050

DRAFT

SITE
7



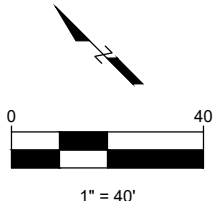
NOTES:

1. DIMENSIONS SHOWN AND LOCATION OF EXISTING AND PROPOSED WATER METERS ARE APPROXIMATE. CONTRACTOR SHALL MARK SERVICE LINE AND PROPOSED WATER METER LOCATION FOR DISTRICT APPROVAL A MINIMUM OF 3 WORKING DAYS PRIOR TO WORK.
2. CONNECT NEW WATER SERVICE TO WATER MAIN PER DISTRICT STANDARD DRAWING SD-11 AS SHOWN ON THE PROJECT DRAWINGS.
3. NEW WATER METER TO BE INSTALLED BY DISTRICT. EXISTING WATER METER TO BE REMOVED BY DISTRICT.


4. ALL EXISTING UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING GAS, ELECTRIC, SEWER, AND CABLE/PHONE SERVICES.
5. RIGHT OF WAY AND LOT LINES SHOWN HEREON WERE COMPILED FROM VARIOUS PUBLIC SOURCES, INCLUDING COUNTY ASSESSOR DATA, RECORD DOCUMENTS, AND OTHER HISTORICAL MAPS AND HAVE BEEN GEOREFERENCED BY A LIMITED SET OF FIELD DATA AVAILABLE. THIS DOES NOT REPRESENT A BOUNDARY ESTABLISHMENT SURVEY AND THE LINES ARE APPROXIMATE AND FOR GENERAL REFERENCE ONLY.

LEGEND:

- (P) PROTECT IN PLACE
- (R) REMOVE AND REPLACE
- WM EXISTING WATER METER
- WM NEW WATER METER
- W8PVC NEW WATERLINE
- W4CIP EXISTING WATERLINE
- EDGE OF PAVEMENT
- PROPERTY LINE
- PROJECTED PROPERTY LINE



PWS: \\fs01\p\cadd\Cadd\Cadd\2018\02_20_18\02_20_18\Waterline Replacement\020_0_141_020_Palomar\W8PVC.dwg USER: Mike Phelan
 DATE: 02/23/2018 2:00pm WARES_REF-G:\DATA\DRAWING_REFERENCES\REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3 - REF-CAD\3
 I:\cadd\2018\02_20_18\Waterline Replacement\020_0_141_020_Palomar\W8PVC.dwg project_3_2013.rvt

 WATER - WASTEWATER - REUSE P.O. BOX 1604 ARROYO GRANDE, CA 93421 (805) 904-6530	CASITAS MUNICIPAL WATER DISTRICT WEST OJAI PIPELINES REPLACEMENT PROJECT		SITE DRAFT 10
	219 PALOMAR ROAD APN 020-0-141-020		

Plumbing and Landscaping Quotes from Homeowners



Hendricks Estimate

HENDRICKS PROJECT
104 CUYAMA ROAD
OJAI, CALIFORNIA 93023

Sales: Eric Perdue
Hendricks Project-104 Cuyama Road-2020
 104 Cuyama Road Ojai, California 93023

Est ID: EST2260925
Date: Jan-08-2021

Email: katieh@hendricks.com
Phone: 805-331-1108

Thank you for giving us the opportunity to bid your future project. We look forward to working with you to create an outdoor environment that will provide you a lifetime of enjoyment in the comfort of your own home and newly created surroundings.

Front Yard Landscape / Renovation

Katie Hendricks is requesting a quote for landscape repairs after a new water main is installed by a licensed plumber. Per our last conversation on (1-12-21), drainage, drip irrigation, grey-water system and plant material replacements are listed in this estimate.

96 Hours	Install Crew (4)	1 Foreman, 3 Laborers	\$57.41	\$5511.36
3 Days	Chevrolet 2500HD Crew Truck		\$162.00	\$486.00
1 Day	*13' Carson Dump Trailer		\$102.94	\$102.94
1 Day	*MQ Plate Compactor		\$125.00	\$125.00
1 Each	10"NDS Round Boxes		\$34.70	\$34.70
1 Each	18.Ga 12 Stran Wire 250'		\$198.48	\$198.48
1 Each	Econo-Mix /Cubic Yard		\$47.19	\$47.19
1 Each	Agromin Delivery		\$374.74	\$374.74
25 Each	4" DRAIN SDR-35		\$2.98	\$74.50
15 Each	4" DRAIN FITTINGS		\$17.77	\$266.55
1 Box	Plant Tabs / Fertilizer		\$90.22	\$90.22

Element Landscape Construction Inc.
 1299 Fraser Lane
 Ojai, California
 93023

P.8058610341

element-landscape.com
 eric@element-landscape.com

1 Each	Hunter Eco-Indicator		\$16.66	\$16.66
2 Each	Hunter HDL Drip 250'		\$90.22	\$180.44
50 Each	Hunter PDL Fittings		\$0.78	\$39.00
2 Each	Hunter Swing Joint		\$4.16	\$8.32
2 Each	NDS 12" x 12" Square Catch Basin - 12" x 12"	Drainage Catch Basin	\$98.45	\$196.90
50 Each	Netifin Drip Emitter (Star Pattern)	Netifin Drip Emitter/ 360 Degree Emitter	\$1.24	\$62.00
1 Each	PIPE GLUE QUART		\$47.88	\$47.88
1 Each	PIPE PRIME QUART		\$40.94	\$40.94
3 Ton	Rocks 3/4 to 4" Bio-Swale	Rocks 3/4 to 4" Bio-Swale	\$555.18	\$1665.54
1 Box	Staples		\$66.62	\$66.62
1 Bag	Wire Nuts Bag		\$26.37	\$26.37
20 Each	1-gal. Plant		\$21.37	\$427.40
15 Each	5-gal. Plant		\$45.11	\$676.65
6 Each	15-gal. Plant		\$133.24	\$799.44
8 Hours	Mini Excavator CAT 302		\$135.04	\$1080.32
1 Each	Waste / Trash		\$687.03	\$687.03
1 Each	Grey-Water Vault	Grey Water Vault	\$1,100.00	\$1100.00
Subtotal			\$14,433.19	
Taxes			\$437.01	
Estimate Total			\$14,870.20	

Contract Payment Summary

PO #

Contract #

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written

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page 2 of 6

Owner approval.

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Acceptance of Work

The client has inspected the landscape project. The client has delivered to the contractor a written list of all items the buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any item that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.

The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except for the written limited warranty that appears in the contract documents.

The client acknowledges receipt from the contractor of all documents to which the client is entitled.

Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

Planting + Plant Warranty

- *Trees and Shrubs:* All trees shall be warranted for 1-year and shrubs are warranted for 60-days, provided that the Contractor is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.
- *Plant Availability:* In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, the Contractor will work closely with the Client to provide a approved substitution(s) – subject to availability. The Client will always reserves the right to request plants and related materials that are not locally available.
- *Plant Diseases:* Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform the Contractor. the Contractor will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, the Contractor reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, the Contractor reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Contractor. In all cases, the Contractor shall work with the Client to minimize damage to the existing Contract related plants.
- *Lawns:* All new sod will be (Pacific Sod / Medallion). New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. (Please refer to lawn information found in Horticulture Care Package) Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement. Sod pegs can be installed for an additional fee to deter animals from causing damage. Pegs are not guaranteed to prevent damage from animals.
- *Replacement plant material:* the Contractor does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- *Required Maintenance:* the Contractor will provide technical specification sheets on all materials and horticulture constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Contractor warranty on items so affected. Where the Contractor recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, the Contractor will also inform the Client

and recommend possible solutions. However, the Contractor is not obliged to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.

- *Water Supply:* Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities,** on the Client's property, are the responsibility of the Client.
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- **Wood:** Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.

- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (15%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

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- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Contractor: _____
Eric Perdue

Client: _____

Signature Date: _____
01/13/2021

Signature Date: _____



Brennan Project

HAZEL BRENNAN
110 CUYAMA ROAD
OJAI, CALIFORNIA 93023

Sales: Eric Perdue
Hazel Brennan-110 Cuyama Road-2020
 110 Cuyama Road Ojai, California 93023

Est ID: EST2243255
Date: Dec-14-2020

Email: Hrutledge2004@yahoo.com
Phone: 805-646-1104

Thank you for giving us the opportunity to bid your future project. We look forward to working with you to create an outdoor environment that will provide you a lifetime of enjoyment in the comfort of your own home and newly created surroundings.

New Water Main

Client is requesting an estimate for a new 1" PVC water main, which will run from the front yard to the back yard where the POC (Point of Connection) is for this home. The water district will be installing a new water meter in the front yard.

74 Hours	Install Crew (4)	1 Foreman, 3 Laborers	\$62.51	\$4625.74
3 Days	Chevrolet 2500HD Crew Truck		\$95.59	\$286.77
16 Days	Mini Excavator CAT 302		\$135.04	\$2160.64
6 Hours	Cat 259D Skid Steer	Cat 259D Skid Steer / Track	\$139.71	\$838.26
200 Each	1" SCH 40 PIPE		\$0.78	\$156.00
3 Each	1" Brass Hose Bid		\$17.35	\$52.05
6 Each	1" Copper Claps		\$1.04	\$6.24
3 Each	1" x 24' Brass Nipple		\$66.62	\$199.86
2 Each	10"NDS Round Boxes		\$29.15	\$58.30
2 Each	1" SCH 80 Ball Valves		\$88.83	\$177.66
1 Each	PIPE GLUE QUART		\$39.56	\$39.56
1 Each	PIPE PRIME QUART		\$31.23	\$31.23

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2 Each	Point of Connection - 1"		\$379.34	\$758.68
1 Each	Pressure Regulator		\$427.66	\$427.66
1 Each	Concrete 60Lbs. Bags - 60Lbs.	Rapid Set Concrete Bags	\$13.59	\$13.59
1 Each	Porta Potty	Construction Porta Potty	\$277.57	\$277.57
1 Each	Porta Potty Service		\$121.59	\$121.59
1 Each	Trash / Haul-Away		\$687.03	\$687.03
Subtotal			\$10,918.43	
Taxes			\$278.78	
Estimate Total			\$11,197.21	

Contract Payment Summary

PO # _____ Contract # _____

Procedure for Extra Work and Changes

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Planting + Plant Warranty

- *Trees and Shrubs:* All trees shall be warranted for 1-year and shrubs are warranted for 60-days, provided that the Contractor is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.
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- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
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Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added

Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (15%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
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Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

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- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
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- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.

- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Contractor: _____
Eric Perdue

Client: _____

Signature Date: _____
12/15/2020

Signature Date: _____



Habanero Plumbing

PO Box 23369 Ventura CA 93002
(805) 665-7249

State Contractors License No. 916861

Date: Dec. 22 2020

Proposal Submitted To

Work To Be Performed At

Name: Karan Yadav Street: 118 Cuyama Road City: Ojai State: CA 93023 Phone: 1.925.200.2339	Street: 118 Cuyama Road City: Ojai CA 93023 State: CA Date of Plans: Architect:
--	---

Dear Customer,
I/We propose to furnish all materials and perform all labor necessary to complete the following: **See Attached Scope of Work**

All of the work to be completed in a workmanlike manner according to standard practices for the sum of:
Fourteen Thousand Seven Hundred Eighty One Dollars \$14781.00

**Payable as follows: \$1000.00 on acceptance of contract. \$4611.00 on completion of Front yard water service installation.
\$4580.00 on completion of front yard excavation and asphalt replacement.. \$2390.00 on completion of Back yard water service installation.
\$2200.00 on completion of back yard excavation**

Any alterations or deviations from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by **Habanero Plumbing**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS' STATE LICENSE BOARD
3132 BRADSHAW ROAD, P.O. 26000
SACRAMENTO, CA 95826

Respectfully Submitted by: Michael Alvarez

Signature: _____

Per: **Habanero Plumbing**

Note: this proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____

Signature: _____

Date: _____

Signature: _____

Scope of work for 118 Cuyama Road

Water service installation front yard: \$4611.00

From Meter to Southside house \$3286.00 (labor \$2000.00 / Material \$1286.00)

From 1 ¼ pipe to proposed location \$1325.00 (labor \$550.00 / Material \$775.00)

From proposed location of water meter in front yard. Install new 1 1/4" water service from meter to southside of house using polyethylene and copper pipe. Install new 1 1/4" pressure regulator at meter with ball valve. House: install new 1 1/4" ball valve and 3/4 hose bib. Provide 1" outlet with ball valve for irrigation connection. Install ¾ " water service from 1 ¼ pipe terminating with ¾ " hose bib connection to proposed location on other side of drive way. Attached to pressure treated posts. Cap off existing water service at current meter.

Excavation front yard \$5580.00

Excavation front yard \$2200.00 (labor \$1950.00 / Material \$250.00)

Walkway \$975.00 (labor \$550.00 / Material \$425.00)

Driveway \$1930.00 (labor \$1250.00 / Material \$680.00)

Trench other side of driveway (labor 475.00)

Remove and replace 150' trench 12" wide X 15" deep from proposed meter to south side of house where existing water service is located. Remove and replace 6' section of walkway in front yard and 10' section of asphalt driveway and trench up to 20' beyond driveway.

Water service installation back yard: \$2390.00 (labor \$2000 / Material \$390.00)

From south side of house install 1" water service with ball valve to two proposed locations next to irrigation valves on south and northside of property. Terminating with ¾ hose bib and provide outlet for future irrigation. Attached to pressure treated posts

Excavation back yard (\$2200.00)

Remove and replace 150' trench 12" wide X 15" deep from where existing water service on south side of house to two proposed locations next to irrigation valves on south and northside of property.

Note: This proposal does not cover repairs to any sprinkler lines, electrical conduits, or plumbing lines that may be damaged during excavation, brick repairs in walkway section may not match 100% due to age.



1912 S. Rice Rd. Ojai, CA 93023
 (805) 646-2077 Fax (805) 646-2066
 Lic. No. 581520

Estimate

Date	Estimate No.
10/27/2020	AWO#1

Bill To
Jonas von Studnitz 519 N La Cienega Blvd Los Angeles, CA 90048

Job Location
Jonas von Studnitz 205 Palomar Rd Ojai, CA 93023

Alco Job #
20-003

Description of Work	Qty	Rate	Total
<p>ADDITIONAL WORK ORDER #1: Exterior Water Line Install approx. 8' of underground 1-1/2" PVC pipe from point of connection at recently installed 1-1/2" PVC to bridge location. At bridge transition underground to 1-1/2" copper pipe, run copper pipe above ground over creek, then make underground transition back to 1-1/2" PVC pipe. Install approx. 60' of underground 1-1/2" PVC pipe to new water meter location in between driveway and gas meter. Excludes all digging and backfilling.</p> <p>Please note our supply house has notified us that PVC and copper prices are increasing due to demand. Material prices included in this estimate may increase after 60 days.</p>	1	2,635.00	2,635.00
Total			\$2,635.00

Michael R Doran
 329. descanso Ave.
 Ojai, Ca. 93023
 (805) 216-6672
 Lic.438196



Colleen Reid
 209 Palomar rd. Ojai. Ca. 93023

ESTIMATE

Estimate # 0000039
Estimate Date 12/22/2020

Item	Description	Unit Price	Quantity	Amount
Service	Estimate for rerouting of main water line service.			
Service	. Excavate approximately 300' from north side of property near Palomar rd, through side yard, and terminating at existing water meter connection at rear of property. Will install new 1-1/2 PVC pipe from New meter connection point to existing meter connection point. Will connect new water piping to existing house line and irrigation. Will back fill and compact trench line.	11800.00	1.00	11,800.00
		Subtotal		11,800.00
		Total		11,800.00
		Amount Paid		0.00
		Estimate		\$11,800.00

F&C Rockview Landscaping Services LLC.

Francisco Cedillo (Pancho)
 740 N Olive St
 Ventura Ca 93001
 Lic # 1037317

Proposal


Date	Proposal #
12/28/2020	156

Name /Address
Colleen Reid
209 Palomar rd
Ojai Ca 93023

Project

Description	Qty	cost	Total
Scope 1: Back yard pool area: Remove the existing synthetic turf by pool area . After that a trech will be open for new water line purpose (trench open for others) once the water line be istalled (Done by others) We will back fill the trech compact it , level the area and lay new synthetic turf 2850 sft aprox .(pet turf)			
Materials synthetic turf p/sft	2850 sft	\$ 3.80	\$ 10,830.00
fill sand p/yard	3	\$ 80.00	\$ 240.00
road base p/yard	3	\$ 85.00	\$ 255.00
steel nails p/box	6	\$ 80.00	\$ 480.00
dump fees	1	\$ 250.00	\$ 250.00
Equipment jumping jack tamper p/day	1	\$ 120.00	\$ 120.00
Labor Remove the existing synthetic turf , back fill the trench compact and level the area and install new turf.		\$ 5,700.00	\$ 5,700.00
NOTE : This proposal does not include any natural sand or rubber sand,if the client decide to use some a price would be add to it			
Total			\$ 17,875.00
phone #	E-mail		
805-207-2432	cedillof24@yahoo.com		

Appendix D
Building Permit Application

City of Ojai 401 S. Ventura St. Ojai, CA 93023 (805) 646-5581		 Building Permit Application							
SITE INFORMATION				DESCRIPTION / SCOPE OF WORK					
PROJECT ADDRESS				Valuation:					
ASSESSOR'S PARCEL NO.	ZONE								
OWNER	PHONE								
MAILING ADDRESS									
OWNER REPRESENTATIVE or TENANT	PHONE								
MAILING ADDRESS									
CONTRACTOR CONTACT PERSON	MOBILE PHONE								
ARCHITECT or ENGINEER	STATE LICENSE NO.								
MAILING ADDRESS									
ARCHITECT or ENGINEER CONTACT PERSON									
LEGAL DECLARATIONS				PLANNING REFERENCE NUMBER:					
Owner-Builder: Requires Acknowledgment and Information Verification Form				NEW CONSTRUCTION, ADDITION, TENANT IMPROVEMENT, RESIDENTIAL REMODEL					
Licensed Contractors Declaration I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.				OCCUPANCY CLASSIFICATION	BLD/CONS T TYPE	SQ. FT.	M E P	PLAN REVIEW FEES AMOUNT & DATE	
1				1			Circle: M E P		
2				2			Circle: M E P		
3				3			Circle: M E P		
4				4			Circle: M E P		
CSLB LICENSE NUMBER	LICENSE CLASS			VALUATION PER SF (use ICC Table)			TOTAL FEES COLLECTED AT PLAN REVIEW:		
COMPANY NAME	COMPANY PHONE			GROUP	VAUATION PER SQ.	SQ. FT.	VALUATION	RESIDENTIAL REMODELS	
CONTRACTOR ADDRESS				1	\$		\$	\$	
Workers Compensation Coverage WARNING: FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY FEES.				2	\$		\$	\$	
Workers Compensation Declaration I hereby affirm under penalty of perjury one of the following declaration: I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. POLICY NUMBER I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which the permit is issued. My worker's compensation insurance carrier and policy number are: CARRIER				3	\$		\$	\$	
NAME OF AGENT				4	\$		\$	\$	
POLICY NUMBER				OTHER FEES, IF APPLICABLE				TOTAL \$	TOTAL \$
PHONE				PERMIT ISSUANCE FEE \$103.00				SMIP STATE SEISMIC FEE \$ (Commercial or Residential)	
EXPIRATION DATE				GENERAL PLAN MAINT. FEE \$				PARK FEE \$	
I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provision of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.				TECHNICAL SURCHARGE FEE \$				PENALTY FEE \$ 100% of permit fee (2X fees) or staff time, greater	
Declaration Regarding Construction Lending Agency I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 8172, Civil Code)				PLAN FILING FEE \$ (per sheet)				HOURLY FEE \$	
LENDER'S NAME				BUILDING STANDARDS FEE SB 1473 \$				OTHER FEE \$	
BRANCH DESIGNATION				COUNTY TRAFFIC FEE \$				CITY TRAFFIC FEE \$	
LENDER'S ADDRESS				ALLOCATION FEE \$				DRAINAGE FEE \$	
Asbestos Notification Air Pollution Control District Approval (approval provided) I declare that notification of asbestos removal is not applicable to project				ZONING CLEARANCE FEE \$				OTHER FEE \$	
Declaration By Construction Permit Applicant By my signature below, I certify to each of the following: I am a California Licensed Contractor I am a the Property Owner and have submitted Property Owner Verification * I am authorized to act on the property owner's behalf ** * requires separate verification form, ** requires separate authorization form				STAND-ALONE Mech/Elec/Plumbing & Misc. Items & other Common Permits					
I have read this construction permit application and the information I have provided is correct. I agree to comply with all applicable city and county ordinances and state laws relating to building construction. I authorize representatives of this city or county to enter the above-identified property for inspection purposes.				1 HVAC Change-Out - Residential \$174	13a) Patio-Standard (Wood/Metal Frame) \$174		14 Window-Sliding Glass Door		
This permit becomes null and void if work or construction authorized is not ready for initial inspection within 360 days, or if construction or work is suspended or abandoned for a period of 180 days any time after work is commenced.				2 HVAC Change-Out - Commercial (per unit) \$233	13ai) Up to 200 SF \$271		14a) Retrofit-Repair		
				3 Residential Solar < 10 kW \$349	13aii) Greater than 200 SF \$349		14ai) Up to 5 \$233		
				4 Service Panel Upgrade - Residential \$174	13b) Patio-Upgraded (elec, stucco, fans)		14aii) Each add'l 5 \$39		
				5 Service Panel Upgrade - Commercial \$233	13bi) Up to 200 SF \$465		14b) New-Alteration		
				6 Water Heater Change-Out \$174	13bii) Greater than 200 SF \$543		14bi) First \$310		
				7 Line Repair - Sewer / Water / Gas \$174 each			14bii) Each add'l \$58		
				8a) Residential Re-Roof - Up to 2,000 SF \$388					
				8b) Residential Re-Roof - Each Add'l 1,000 SF or fraction thereof \$78					
				9 Demolition \$233	11 Swimming Pool Only \$1,550				
				10 Temporary Power Pole \$174	12 Swimming Pool w/ Spa \$1,860				
				15 Other Stand-Alone Mechanical, Electric, Plumbing, and Misc. Items Permits					
				** For Projects not involving new square footage, use Marshall & Swift Valuation					
				Marshall & Swift Total Valuation:					
				15a) Valuation: Up to \$2,000: \$174					
				15b) Valuation: \$2,001 to \$4,000: \$2					
				15ci) Valuation: \$4,001 to \$10,000 - Fee for first \$4,000: \$233					
				15cii) Valuation: \$4,001 to \$10,000 - Fee for each add'l \$1,000, or fraction thereof, to and including \$10,000: \$19.33					
				15di) Valuation: \$10,001 and Up - Fee for first \$10,000: \$349					
				15dii) Valuation: \$10,001 and Up - Fee for each additional \$1,000, or fraction thereof, to and including \$50,000: \$9.67					
SIGNATURE				Additional Forms required:				APCD	Commercial ADA
PRINT NAME				Ground disturbance form	Fire Form 126	Concurrent disclosure	Recycle form		
DATE				Smoke detector/heat sensor form			Revised 07/01/19		

Appendix E
Ground Disturbance Statement



Ground Disturbance Statement

Date received _____
Project No. _____

Please be advised that on April 10, 2018 the City Council adopted Resolution No. 18-13 which states that unless exempt as stated within the Resolution, all applications for a City permit that authorizes earth-disturbing activities, including but not limited to, any one or more of the types of permits listed in the Resolution, are subject to certain cultural resources review requirements such as CEQA - including but not limited to the tribal cultural resources review, analysis, and consultation requirements, PAA - Preliminary Archaeological Assessment, Phase 1 Archaeological Study, and/or CHRIS "Quick Check" through the California Historical Records Information System ("CHRIS"). For all projects subject to this resolution, no application for a permit for a project that involves earth-disturbing activity can be approved by the City until the required cultural resources review is completed. For all projects for which a Preliminary Archaeological Assessment, CHRIS Quick Check, or Phase I Archaeological Study is prepared, the City will provide the results of that study to the Chumash Tribe as part of tribal consultations as required by state law and the City's Municipal Code and applicable policies. In order to determine which projects have ground disturbing activities, the property owner or agent/representative shall complete the following:

Project Address		
Applicant Name		Phone
Project Description		

The project contains NO ground disturbing activities.

I understand that if during construction it becomes necessary to disturb the ground, I will contact City of Ojai prior to such ground disturbing activities.

Signature: _____ Date: _____

The project contains ground disturbing activities as noted below:

Installation of plumbing including grease interceptor, main plumbing line, new plumbing lines, repair of plumbing lines. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Installation of new underground electric or similar, underground utility lines (gas, water, sewer, etc.). The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Removal of existing improvements including foundation, underground utility lines (gas, water, sewer, electric, etc.). The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Installation of footings, foundation work or slab concrete work. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Grading of lot in preparation of construction activities. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Installation of new or removal of existing sidewalk, curb, gutter or driveway. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Installation of any new drainage facilities. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

The installation of or removal of landscaping on projects. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

The removal of trees including the stump and roots. The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

Other ground disturbing activities, please describe: _____
The proposed activity will involve ___ cu yards/tons of dirt excavation ___ feet of trenching (or dimensions: ___ length, ___ width, ___ depth)

I (print name), _____ (select one) property owner, agent/representative of the property listed above, do hereby indicate that the project described herein involves ground disturbance. I have submitted plans indicating all ground disturbance activities identified within this statement. In addition, I understand that all ground disturbing activities are described on this form. Any revisions to my application or statement may extend the application processing time.

Signature: _____ Date: _____

Arborist Report prepared by Rincon Consultants (January 15, 2021)



West Ojai Meter Relocations Project

Arborist Report and Tree Protection Plan

prepared for

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

prepared by

Rincon Consultants, Inc.
180 N Ashwood Ave
Ventura, California 93003

January 2021



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
rinconconsultants.com

Rincon Consultants, Inc.

2021 *Arborist Report and Tree Protection Plan, Ojai Meter Relocations Project.*
Rincon Project 20-10762. January 2021.

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Appendices

Appendix A Protected Tree Matrix

Appendix B Tree Photograph Log

1 Introduction

Rincon Consultants, Inc. (Rincon) prepared this report for the Casitas Municipal Water District's (Casitas) West Ojai Meter Relocations Project (project) located in the city of Ojai, Ventura County, California. This report, prepared by ISA certified arborist Robin Murray, documents the results of a tree survey and assessment of impacts to protected trees from the project and provides a tree protection plan (Section 6) pursuant to the Ojai Municipal Code Title 4 Chapter 11.

1.1 Project Background

Casitas plans to abandon a 4-inch pipeline that currently runs in an easement through the back/side yards of ten private residential properties within the city of Ojai (City). The properties are located between Palomar Road and Chico Road, north of El Paseo Road and east of Cuyama Road. The customers' meters will be relocated to the front of their property, and the service line between the meter and the residence will require realignment. Each individual property owner is retaining their own contractor to perform the relocation. For those homeowners with protected trees potentially impacted by the relocation, a permit from the City will be required.

Properties requiring meter relocation and new service lines include:

- 202 Chico Road (APN 020-0-141-010)
- 118 Cuyama Road (APN 020-0-141-100)
- 114 Cuyama Road (APN 020-0-141-090)
- 110 Cuyama Road (APN 020-0-141-080)
- 104 Cuyama Road (APN 020-0-141-070)
- 608 El Paseo Road (APN 020-0-141-060)
- 111 Bristol Road (APN 020-0-141-050)
- 205 Palomar Road (APN 020-0-141-140)
- 209 Palomar Road (APN 020-0-141-030)
- 219 Palomar Road (APN 020-0-141-020)

1.2 Project Plans

The preliminary drawings for the project were provided by Casitas on December 7, 2020, as a portable data file (pdf). The proposed water meters and service line locations shown on the drawings were referenced to delineate the tree survey area. Rincon assumes the proposed water meters and service lines are the only areas where ground disturbance would occur. Installation of proposed meters would require excavations up to five feet wide and three feet deep, while proposed service lines would require trenches up to one foot wide and 18 inches deep. Existing lines and abandonment lines and meters were not assessed in this analysis and report.

2 Regulatory Context

The project is located within private property and public rights-of-way in the City. The City requires an Arborist Report and Tree Protection Plan (TPP) to identify steps to minimize impacts to trees during project implementation. The City typically requires an Arborist Report within portions of the project footprint that occur within 20 feet of the canopy drip line of protected trees. At minimum, the Arborist Report should include the following:

- An inventory of all trees that have a canopy drip line within 20 feet of the project footprint, as feasible without trespassing on private lands. Inventory data should record, at minimum: diameter at breast height (DBH), height, canopy cover information/mapping, health and vigor rating
- Representative photographs of each regulated tree that may be encroached upon
- Description of proposed site development activities including, but not limited to, excavation for trenching, any tree trimming for access, and construction access routes
- A project-specific TPP should be prepared which would at a minimum include site plans, protective tree fencing, the designated tree protection zone (identifying an area sufficiently large enough to protect the tree and its roots from disturbance), activities prohibited/permitted within the tree protective zone, encroachment boundaries, and potential transplanting or replacement tree plantings
- The Arborist Report should be submitted to the appropriate department of the City of Ojai for approval prior to the start of any tree-disturbing construction activities, as necessary.

2.1 City of Ojai Municipal Code

The City Municipal Code Title 4 Chapter 11 (City 2008) contains policies that recognize oak, sycamore, heritage and other mature trees as significant historical, aesthetic, and ecological resources. The City defines protected trees as:

- Oak tree of the genus *Quercus*, with a single trunk diameter of eight (8") inches as measured four and one-half (4-½') feet above the root crown; or with multiple trunks, where the sum of the two (2) largest trunks measures eleven (11") inches.
- Sycamore tree of the genus *Platanus*, with a single trunk diameter of eight (8") inches; or with multiple trunks, where the sum of the two (2) largest trunks measures ten (10") inches.
- Mature tree of any species which is designated as such by the City Council, with a single trunk diameter of twelve (12") inches; or with multiple trunks, where the sum of the two (2) largest trunks measures fourteen and one-half (14-½") inches.
- Heritage tree of any species which is designated as such by the City Council.

A permit is required to remove, cut down, destroy, or relocate; trench, grade, fill, compact, or place construction material of any type in the dripline; prune live limbs over four inches in diameter; or remove more than 25 percent of the canopy of protected trees located on all vacant and developed property zoned as single-family residential with an existing dwelling.

Only the native California sycamore (*Platanus racemosa*) is protected by the City of Ojai Code. The non-native London plane (*Platanus acerifolia*) is not protected (per a telephone conversation with the City of Ojai's Senior Planning and Building Technician, Shari Herbruck, on March 25, 2019) when addressing impacts to trees. Removal of a London plane tree would be considered separately by the City, if proposed, on a case-by-case basis.

3 Protected Tree Survey Methodology

On December 23 and 29, 2020, ISA Certified Arborist Robin Murray (#WE-12768A) and biologist Carolyn Welch surveyed those protected trees with any portion of their canopies within 20 feet of proposed meters and service lines (study area). The survey was conducted in accordance with the City Municipal Code Title 4 Chapter 11. City Code Chapter 11, Section 4-11.06. Arborist's Reports (a) (1) states the arborist report should note if active bird nests are observed in the trees; therefore, the arborist noted any active nests during the survey.

Casitas Engineering Technician Steve Sharp was present to arrange property access, indicate the locations of proposed meters, and to identify the preferred pathway of the proposed service lines from an engineering perspective. Mr. Sharp also collaborated with Ms. Murray to refine the proposed service line pathways to minimize impacts to protected trees. A Trimble global positioning system (GPS) device capable of sub-meter accuracy was used to record tree locations, proposed meter locations, and proposed service line pathways. All trees were assigned a unique identification number that was identified on a corresponding physical tag. However, not all trees were physically tagged for aesthetic reasons, such as those located in prominent view on private property.

For each tree, the surveyor measured the DBH, estimated height and canopy spread, and conducted a general health assessment. Health and condition (including evidence of disease, insect pests, structure, damage and vigor) were incorporated into the overall health rating with criteria described in Table 1 below.

Table 1 Overall Condition Rating Criteria

Rating	Structure
Excellent	In addition to attributes of a 'good' rating, the tree exhibits a well-developed root flare and a balanced canopy. Provides shading or wildlife habitat and is aesthetically pleasing.
Good	Trunk is well developed with well attached limbs and branches; some flaws exist but are hardly visible. Good foliage cover and density, annual shoot growth above average. Provides shading or wildlife habitat and has minor aesthetic flaws.
Fair	Flaw in trunk, limb and branch development are minimal and are typical of this species and geographic region. Minimal visual damage from existing insect or disease, average foliage cover and annual growth.
Poor	Limbs or branches are poorly attached or developed. Canopy is not symmetrical. Trunk has lean. Branches or trunks have physical contact with the ground. May exhibit fire damage, responses to external encroachment/obstructions or existing insect/disease damage.
Dead	Trunk, limbs or branches have extensive visible decay or are broken. Canopy leaves are non-seasonally absent or uniformly brown throughout, with no evidence of new growth.

For the purpose of this report and to remain consistent with the City Municipal Code, canopy spread was estimated based on the furthest distance of the tree's dripline from one side of the canopy to the other (i.e., diameter). The Tree Protection Zone (TPZ) is the canopy spread, plus five feet. An assessment for risks or hazardous conditions was not included in this report.

4 Protected Tree Survey Results and Discussion

Fifty-one (51) protected trees had at least a portion of their canopies within the study area, as shown in . An assessment for risks or hazardous conditions was not included in this report.

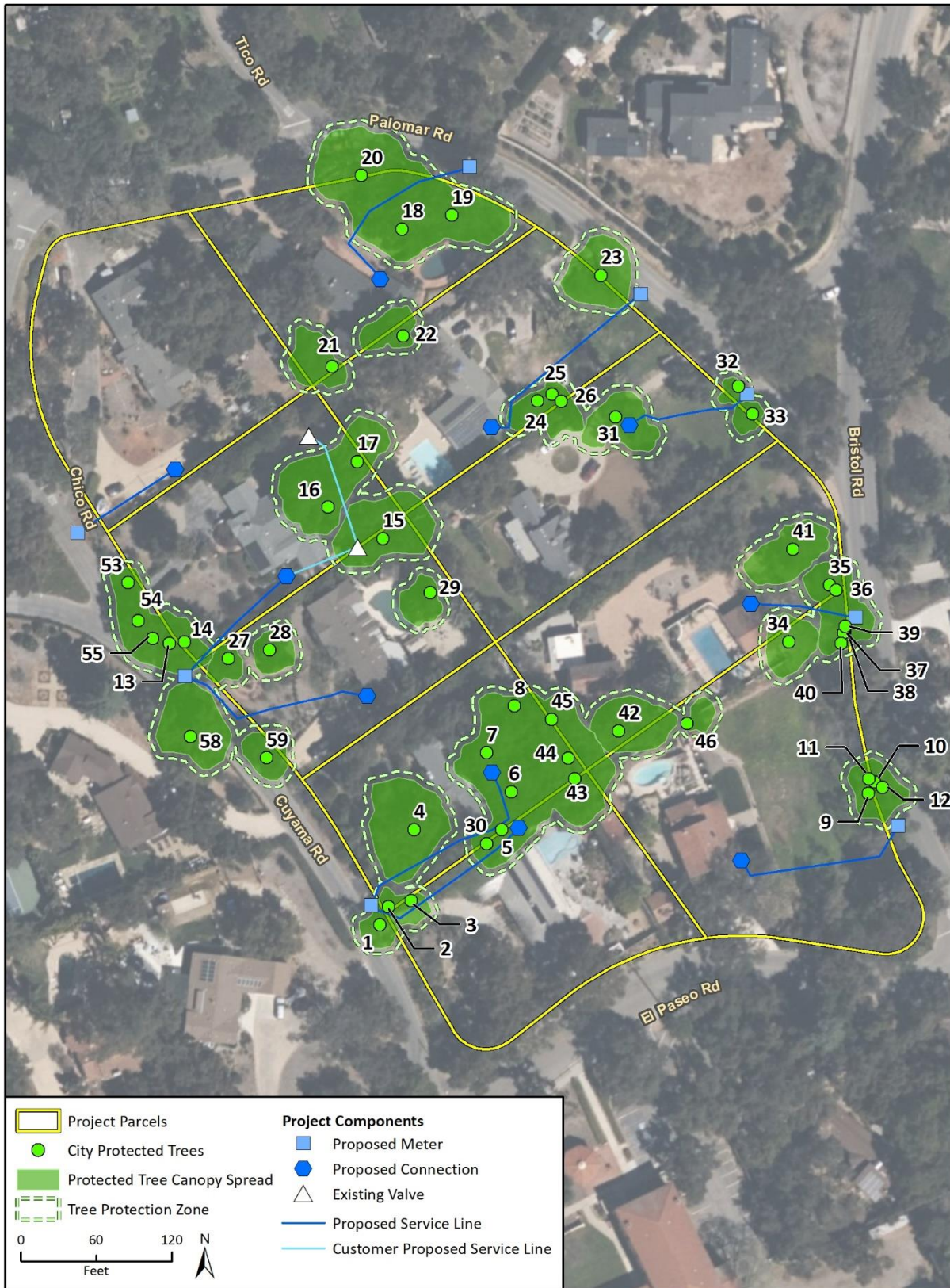
. The protected trees within each parcel are depicted in Figures 2a-2j. Of these protected trees, one is a California sycamore tree, 46 are coast live oak (*Quercus agrifolia*) trees, and four are valley oak (*Quercus lobata*) trees. None of the inventoried trees are considered Heritage Trees as designated by the City Council Resolution No. 13-48, Heritage Tree Inventory List.

Twenty-five (25) trees were determined to be in good overall condition, 23 trees were in fair overall condition, and three trees were in poor overall condition. Appendix A provides the data collected for all protected trees. Representative photographs of each tree are provided in Appendix B. None of the protected trees appeared to be diseased or damaged to the point of requiring removal. No active bird nests were observed in any of the trees that were surveyed.

All of the protected trees are located within or adjacent to landscaped yards, and as a result, may be consistently irrigated and/or fertilized by property owners. Many of the protected trees are situated directly adjacent to or within the asphalt of Bristol Road, Cuyama Road or Palomar Road. In these paved roadways, the soil underneath is likely compacted from grading during the paving process and from the weight of vehicular traffic on the road. Compacted soil has low porosity that reduces air and water availability for tree roots. As such, where asphalt paving or concrete curbs are present within a tree's TPZ, the tree's roots are likely already compacted and/or less abundant. However, if the ground beneath the asphalt has not been excavated previously, it may contain rocky soil and/or large boulders that would reduce compaction and allow more roots to grow. In residential yards, it is assumed that the soil is generally less compacted relative to the paved roadways. Furthermore, the soil located within residential yards may be more friable and conducive in supporting root growth and may be richer in nutrients from natural leaf litter. Trees growing on or adjacent to residential yards are anticipated to have more roots in the yards as opposed to the roadways.

Due to the nature of excavation and trenching, the greatest concern to tree health and mortality associated with the proposed meters and service lines is root damage. If large lateral roots and sinker roots, which provide tree structural stability, are not removed, most trees should tolerate excavation affecting no more than 30% of the root zone (Arborological 2009).

Figure 1 Protected Trees Overview



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Fig 1 Protected Trees Overview

Figure 2a Protected Trees, 219 Palomar Road



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Fig 1. Protected Trees - Parcels

Figure 2b Protected Trees, 209 Palomar Road

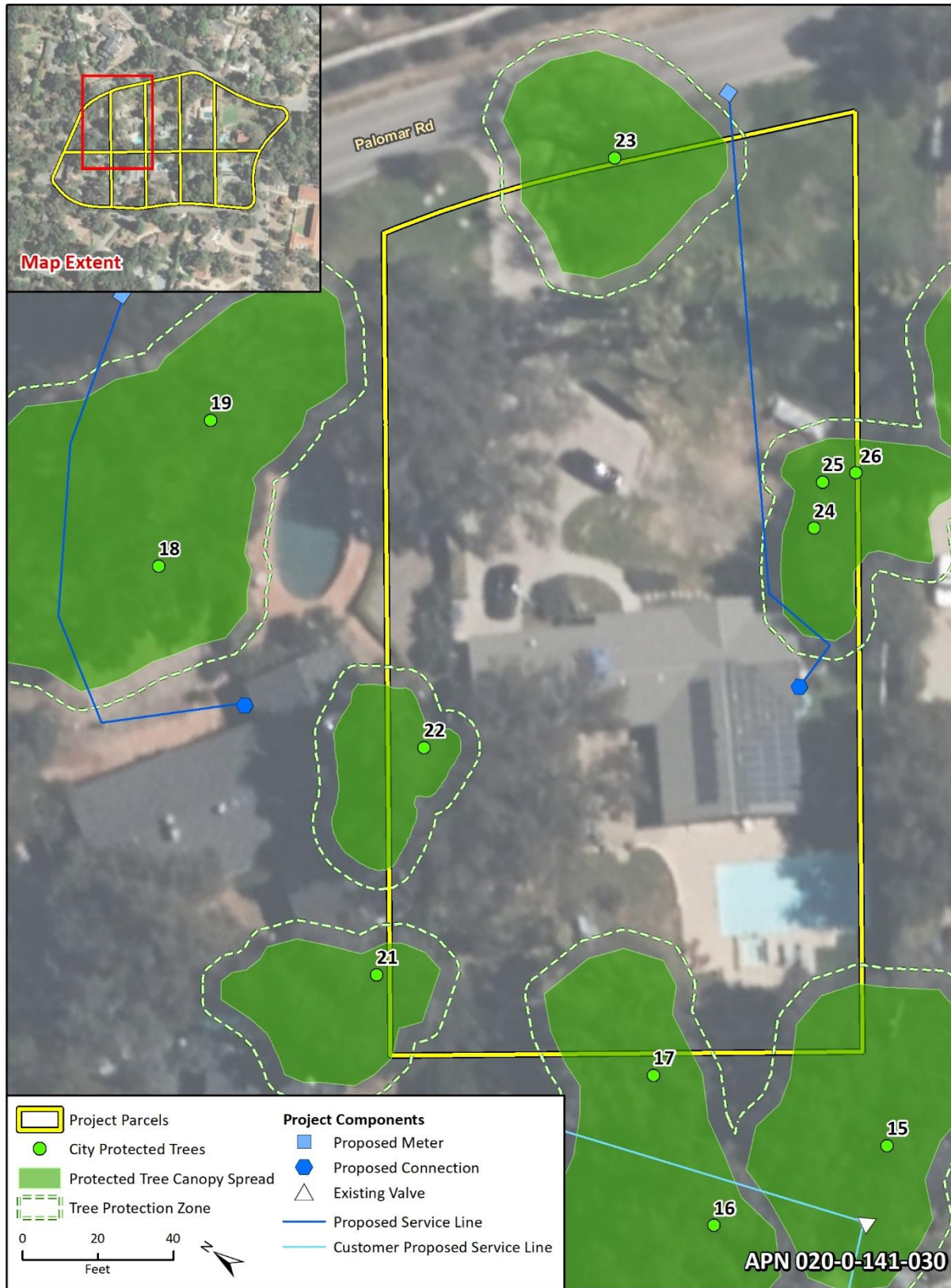


Figure 2c Protected Trees, 205 Palomar Road

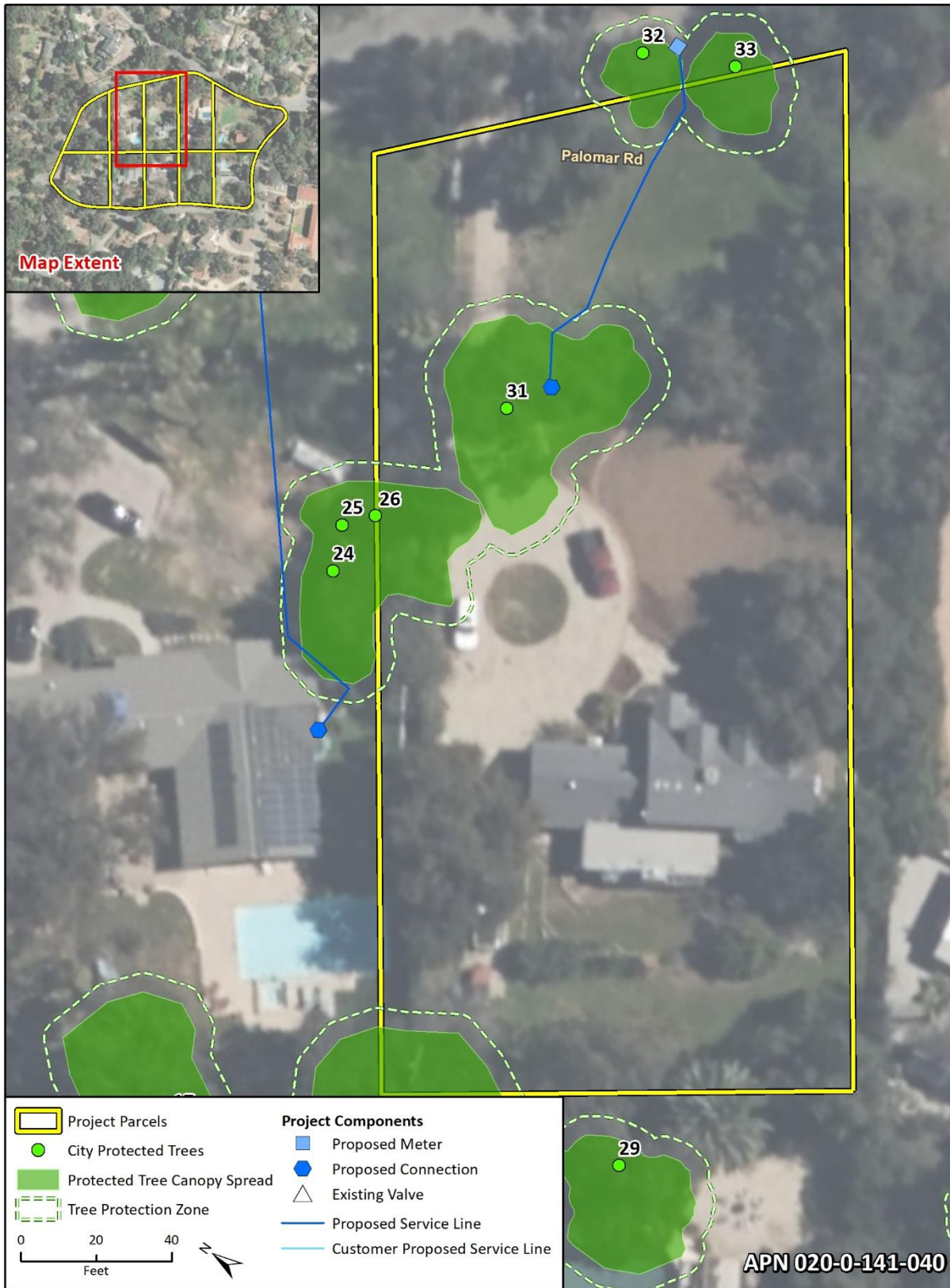
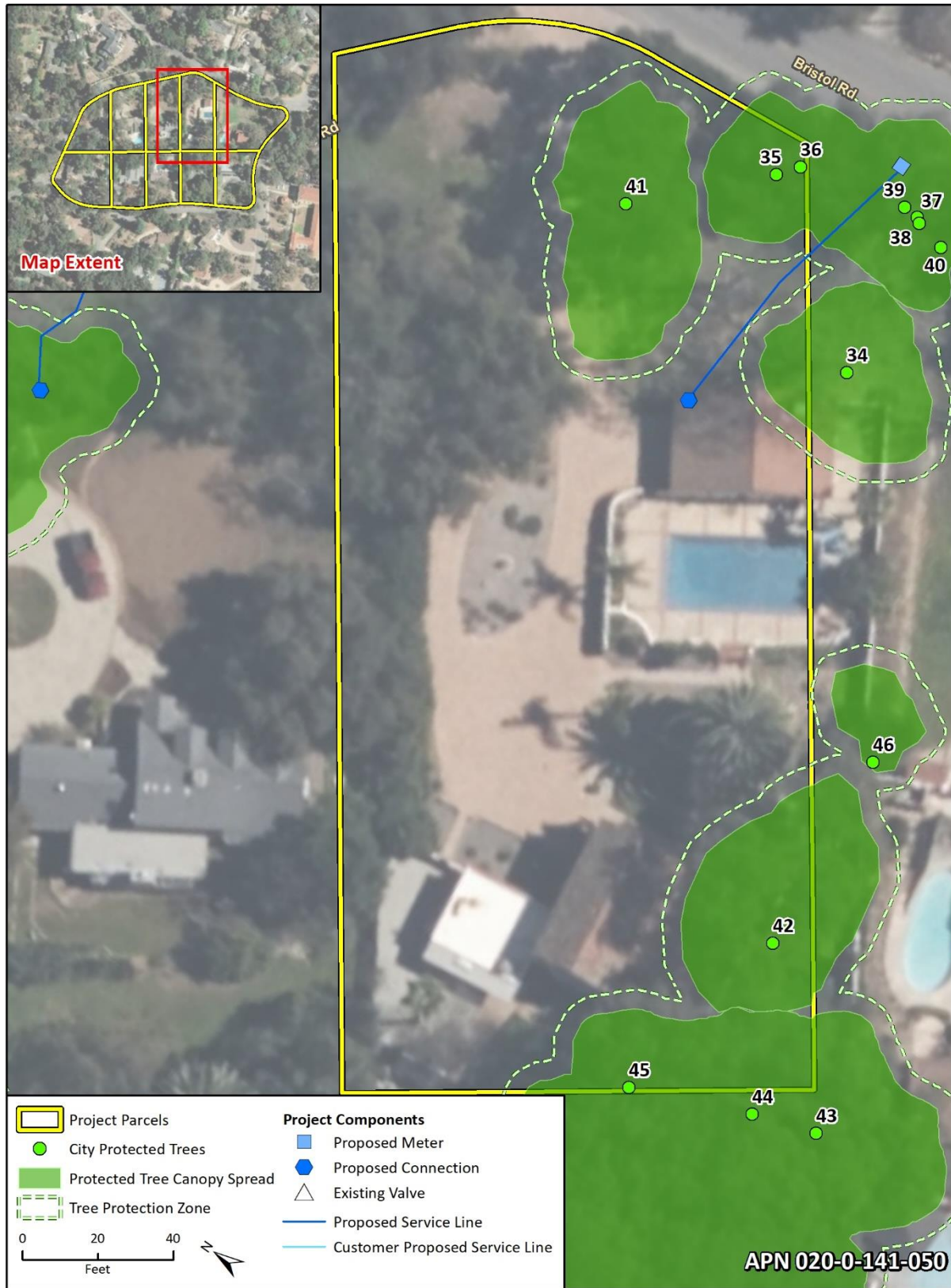


Figure 2d Protected Trees, 111 Bristol Road



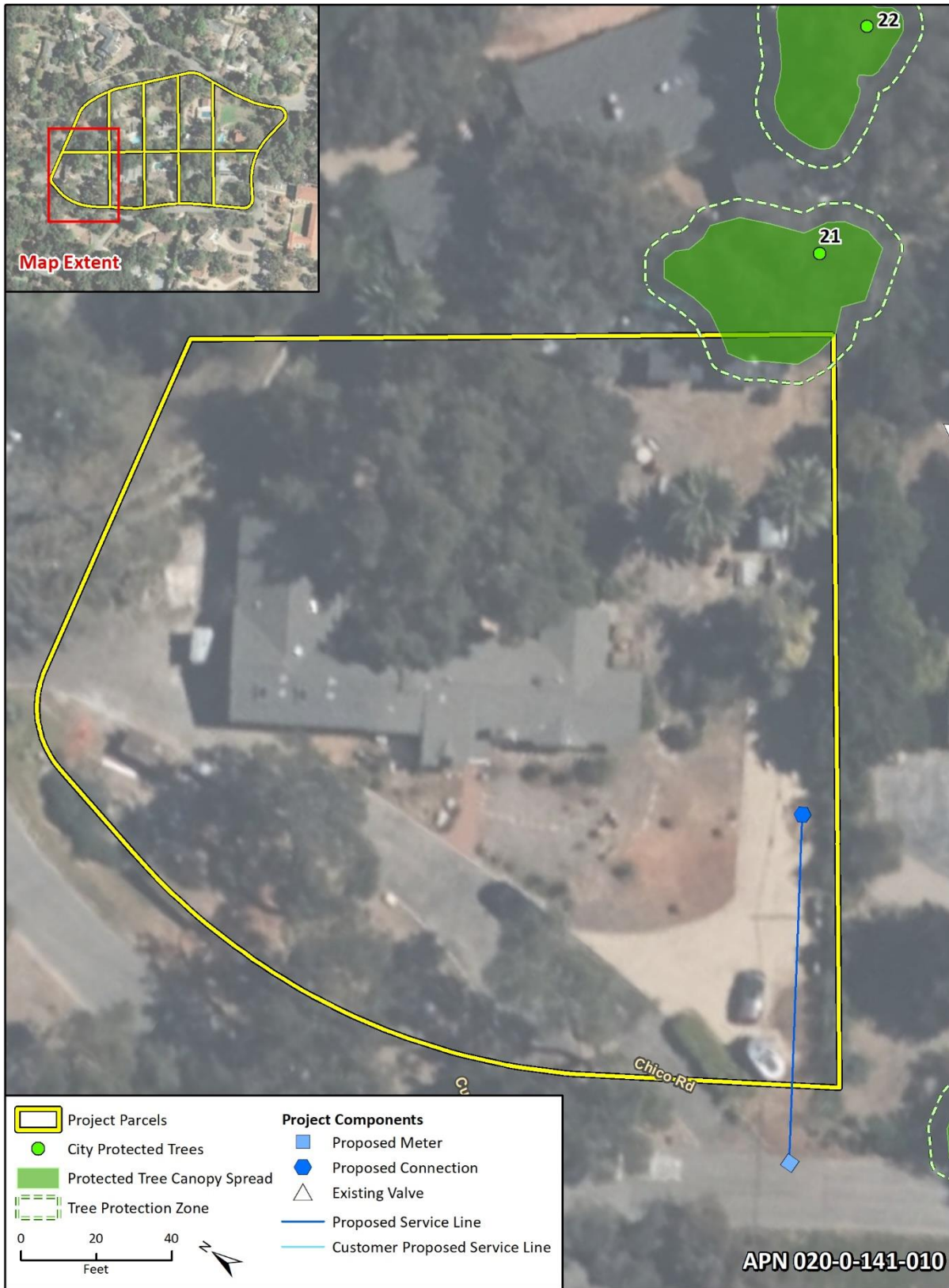
Imagery provided by Microsoft Bing and its licensors © 2021.

Fig 1. Protected Trees - Parcels

Figure 2e Protected Trees, 608 El Paseo Road



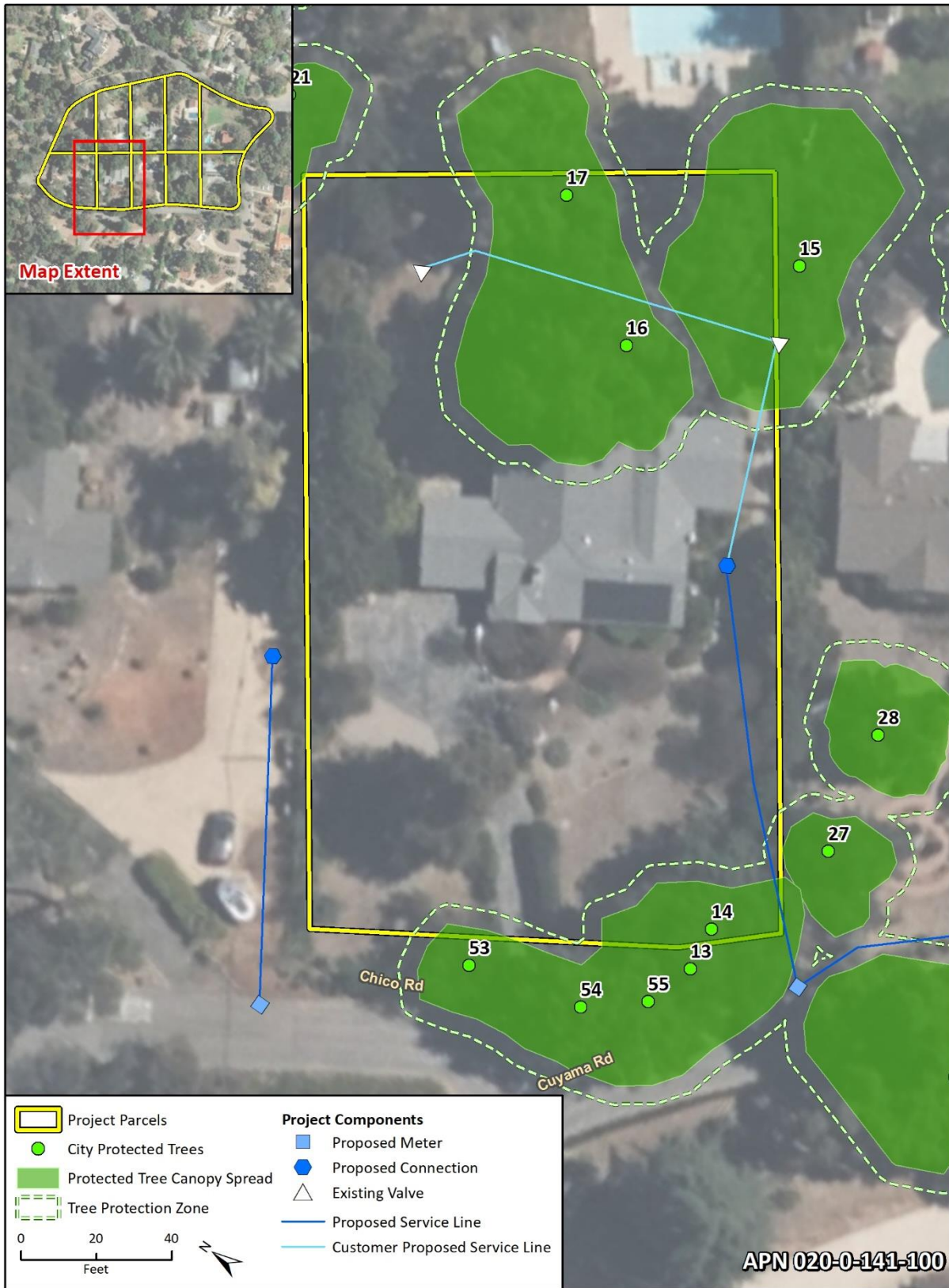
Figure 2f Protected Trees, 202 Chico Road



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Fig 1. Protected Trees - Parcels

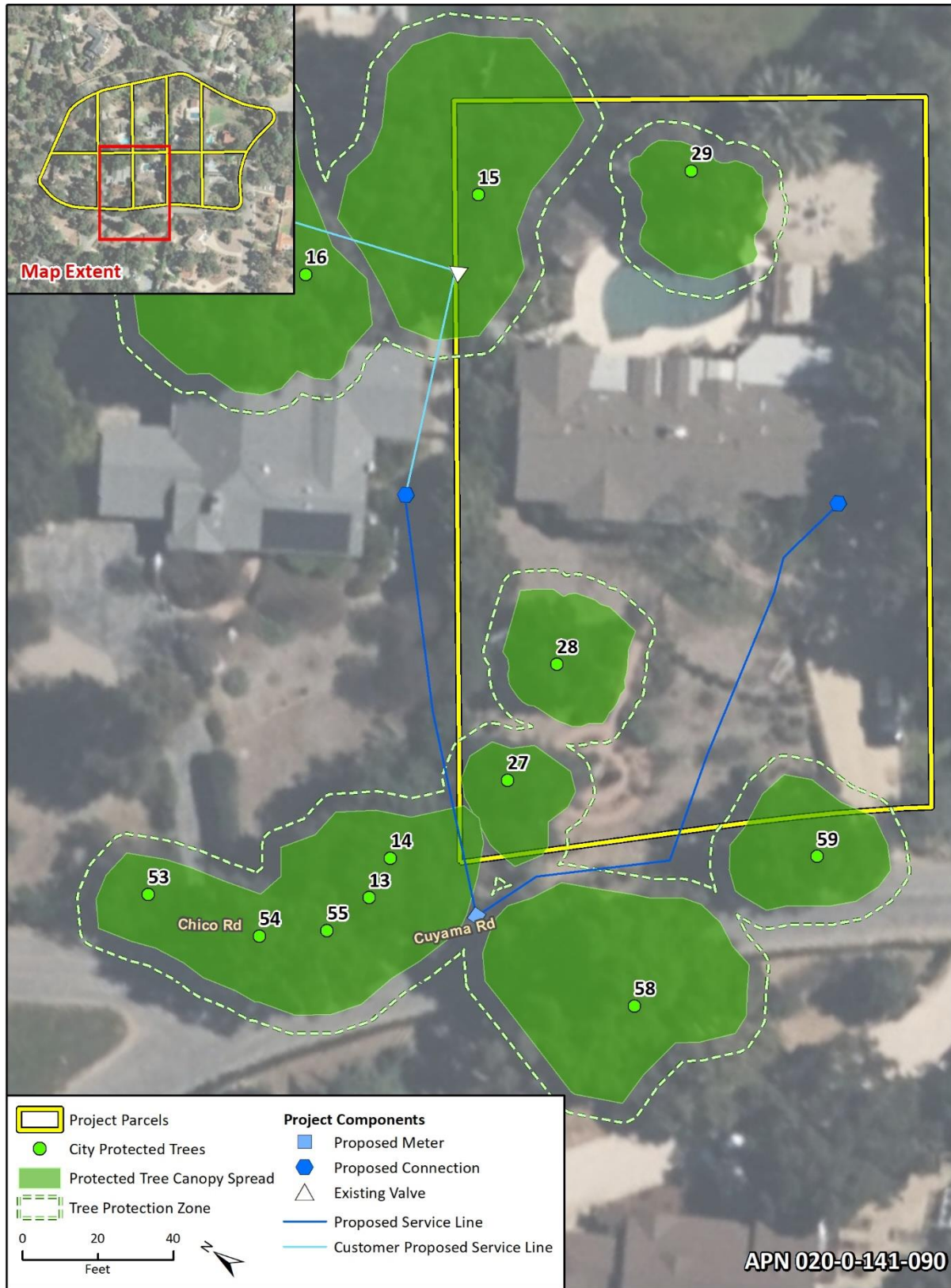
Figure 2g Protected Trees, 118 Cuyama Road



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Fig 1. Protected Trees - Parcels

Figure 2h Protected Trees, 114 Cuyama Road



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Fig 1. Protected Trees - Parcels

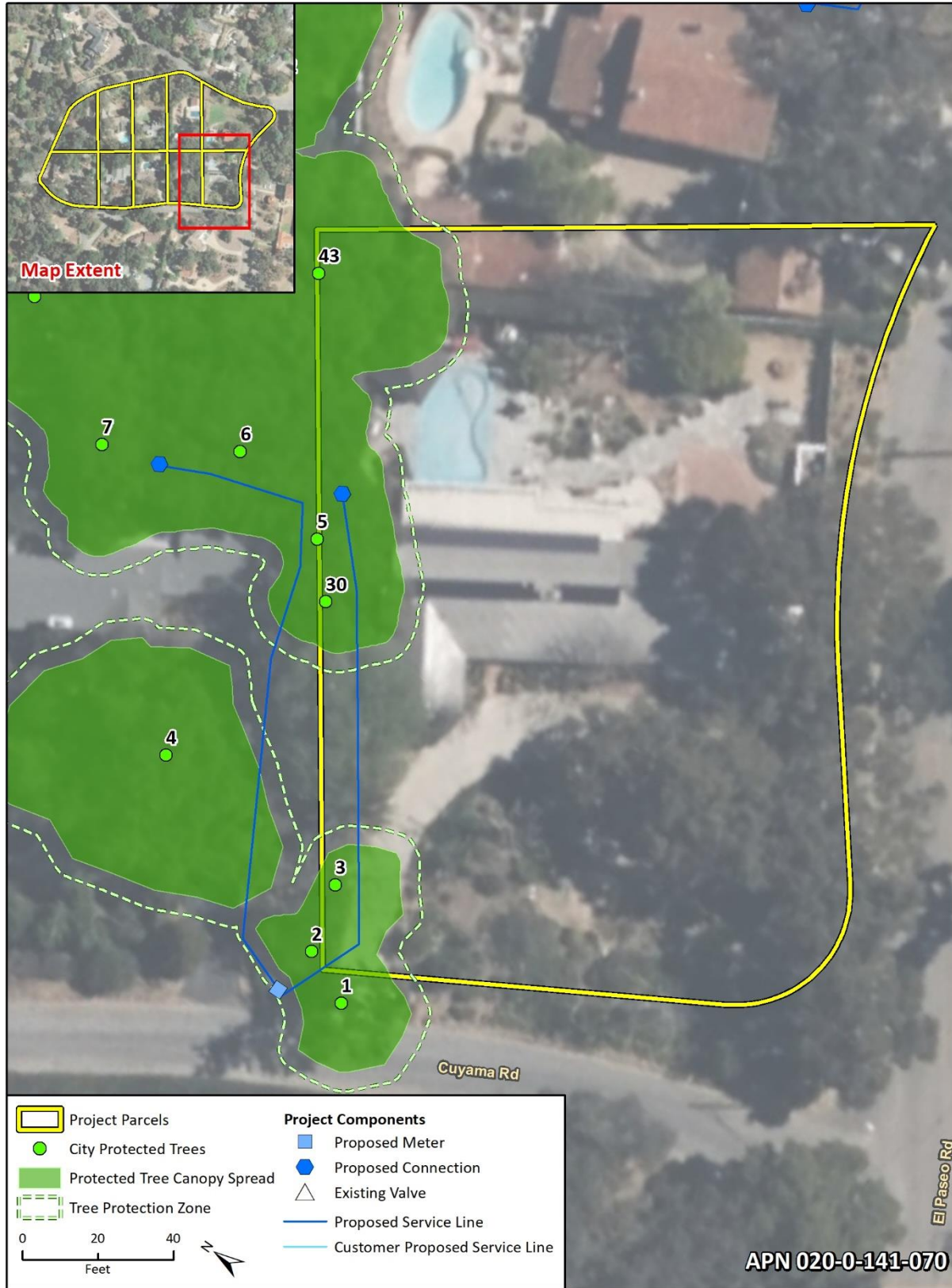
Figure 2i Protected Trees, 110 Cuyama Road



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Fig 1. Protected Trees - Parcels

Figure 2j Protected Trees, 104 Cuyama Road



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Fig 1. Protected Trees - Parcels

5 Estimated Impacts

Of the 51 protected trees within the study area, 25 are expected to sustain impacts to roots and canopies to some degree from project activities (Appendix A, Table 2). Proposed service line trenching is anticipated to impact the roots and/or canopies of Tree #4 up to 50 percent, Tree #5 up to 40 percent, and Tree #3 up to 30 percent. If impacts to these trees are not minimized they could result in the decline or death of the trees, potentially requiring the removal of the trees. Four trees are anticipated to be impacted up to 20 percent, ten trees up to 10 percent, and eight trees up to 5 percent. The remaining 26 trees are not expected to be impacted by the project. Estimated impact percentages are based on the proposed meter locations and/or proposed service line pathways based on tree location. Aerial imagery was also reviewed to verify the area of encroachments. Estimated impacts are calculated based on anticipated cumulative impacts to protected tree canopies and root systems. Impacts are anticipated to be limited to the trimming of branches in the canopy and/or severing of roots.

Trees leaning in one direction may have roots extending a greater distance on the opposite side of the tree. Actual impacts will not be known until the time of construction and will depend upon the tree structure and the construction activities (e.g., trench depth and width, trenching method, need for trimming of canopy for access, etc.).

Table 2 Protected Tree Impact Summary

Anticipated Impact	Trees
50%	4
40%	5
30%	3
20%	2, 6, 15, 39
10%	1, 4, 14, 16, 17, 18, 20, 36, 37, 38
5%	7, 23, 24, 27, 31, 32, 33, 58
None	8, 9, 10, 11, 12, 13, 19, 21, 22, 25, 26, 28, 29, 34, 35, 40, 41, 42, 43, 44, 45, 46, 53, 54, 55, 59

6 Tree Protection Plan

The ISA typically recommends that not more than 25% of the crown or foliage of a tree be removed in an annual growing season (American National Standards Institute [ANSI] 2017). The ISA also recommends that activities affecting the roots of a tree impact no more than 20-25% of the root zone. Impacts to more than 25% of the root zone of a tree can lead to rapid decline in tree health, and impacts to 40-50% of the root zone of a tree typically result in death of the tree (United States Department of Agriculture, 2003; California Department of Forestry (CDF), 1989a; CDF, 1989b). Removal of larger roots (particularly lateral or sinker roots and roots greater than two inches in diameter) can severely impact the stability of the tree. Healthy and young trees may tolerate impacts to as much as 50 percent of their canopy or root system (Sinclair, Lyon, and Johnson; 1987); however, trees that are relatively large and/or old for the species or already under stress will have lower tolerances. Adherence to the measures below would minimize impacts to protected trees. If encroachment of the TPZ exceeds 30% or is too great to allow survival of a protected tree (as determined by a certified arborist during construction), the impact status should be elevated to a removal and mitigation may be required.

Root systems vary by depth and the lateral extent is based on tree species, age, and soil type. Therefore, the full root zone may extend two to three times beyond the TPZ or may be less if the roots are impeded by physical barriers. Excessive damage to a tree's root zone has potential to cause tree mortality.

The following measures should be implemented to reduce impacts to protected trees.

6.1 Pre-Construction

Worker Awareness

All personnel should be educated by a certified arborist regarding TPZs prior to working within or adjacent to these areas. The education should include explanation of importance of the TPZ signage and the protocol for working within TPZs, as detailed below.

6.2 During Construction

Oversight of Impacts to Trees

No person should impact the roots or canopy of protected trees without a certified arborist's oversight. The arborist will provide input on avoiding or minimizing impacts to roots and branches. A daily log will be completed documenting all root and branch cuts (size of root and branch, number of roots and branches, and location on the tree). The protected tree location map and the approved City permit must on site and in the possession of the certified arborist.

Fencing

Protective fencing should be installed between the work limits and adjacent protected trees with a TPZ within 20 feet. Fencing shall be installed at the limits of the TPZ. Protective fencing should be temporary, readily visible, and a minimum of four feet high. The fencing shall effectively keep people and equipment away from the tree while keeping the foliage, canopy, branch structure,

trunk and root zone clear from damage by equipment, materials, or disturbances. The fence shall be chain-link, orange plastic mesh fence, or a similarly durable material with stationary posts set at no greater than 10-foot intervals, so that the structural integrity of the fence is not compromised. Fencing should be left in place until construction activities in the area are completed.

Grading/Excavation/Trenching

Where grading, trenching, or any other ground disturbing activity occurs and/or is specifically shown on the project plans within a tree's TPZ, the activity shall be directly supervised by a certified arborist and should be conducted slowly so when roots are encountered, they are not ripped or damaged by equipment. Hand tools or small hand-held power equipment should be utilized to the maximum extent feasible. Cutting roots two inches in diameter or greater should be avoided wherever possible. Should live roots of a protected tree be encountered during construction, the amount of time that roots are exposed should be minimized by either backfilling around the roots the same day as exposure, covering with soil bound in place to prevent root drying and air pockets, or other means to temporarily maintain moisture around roots such as wet absorbent tarp or heavy cloth fabric.

Proposed service line trenches could potentially sever the roots of Trees #3, #4, and #5 up to 30 percent, 50 percent, and 40 percent respectively. These anticipated impacts would be reduced if trenches within the dripline of these trees are carefully hand dug to avoid severing large lateral roots. Additional methods to reduce impacts to these trees include installing proposed service lines under major roots by boring underneath following initial hand digging, or by rerouting the service line alignment to avoid the TPZ.

Root Severance

Roots that are 2 inches or greater in diameter should be avoided. If such roots must be cut, they should be cut cleanly with a sharp pruning shear. The shear should be disinfected to prevent spread of disease from tree to tree. Cuts should be clean and made at right angles to the roots. New cuts should be wetted periodically and/or covered with absorbent tarp or heavy cloth fabric and remain in place until the trench/excavation is backfilled.

Pruning

All pruning shall be performed consistent with the American National Standards Institute (ANSI) A300 Pruning Standard (ANSI 2017) and should adhere to the most recent edition of ANSI Z133.1. Pruning of protected trees will be limited to only what is necessary for construction. Climbing spurs and spikes shall not be used, except in cases of emergency as per the City Municipal Code.

Soil Compaction

Soil compaction imposes a complex set of physical, chemical, and biological constraints on tree growth. Principal components leading to limited growth are the loss of aeration and pore space, poor gas exchange with the atmosphere, lack of available water, and mechanical impedance of root growth. Soil compaction is the largest single factor responsible for the decline of trees on construction sites. Based on the current site conditions, many of the existing protected trees already have compacted soil. The following guidelines are recommended to protect trees from any additional soil compaction that may occur due to project activities:

- No equipment or materials will be stored within the TPZ of protected trees (except in areas of paved asphalt or concrete driveways). On-site staging, storage and washing of construction materials and equipment will be limited to designated and approved areas and should not occur closer than 50 feet from a protected tree.
- In areas of paved asphalt or concrete driveways, equipment may travel within the TPZ without a monitor present. If concrete or asphalt is being removed within the TPZ, or equipment must travel in areas of exposed soil, a certified arborist should monitor and document the activity.

Exhaust Exposure

Equipment travel should be limited or avoided within the TPZ (under tree canopies) to reduce impacts from exhaust exposure. If equipment must operate within the TPZ, exhaust should be directed away from the foliage of protected trees, as feasible.

Mechanical Damage

Inadvertent damage to limbs and branches from project equipment (i.e., mechanical damage) may occur if work, including staging and access, occurs within the TPZ. If damage occurs to limbs and branches, immediate trimming with clean cuts should occur in accordance with the ANSI standards discussed above. If damage to the bark or trunk occurs, wound dressings are not recommended. Treatment of said damages may be applied in accordance with the ANSI A300 Management of Trees and Shrubs during Site Planning, Site Development, and Construction (ANSI 2012).

Tree Health Monitoring

If encroachment of the TPZ exceeds 30% during construction, the certified arborist will determine whether the tree is likely to survive the impacts and if the structural integrity of the tree has been compromised by construction activities (i.e. due to removal of structural roots). If the certified arborist determines the tree is not likely to survive impacts and/or that the tree may no longer be structurally stable, he or she may recommend removal or tree monitoring. If tree monitoring is recommended, a Tree Health Monitoring Plan would be established at that time.

6.3 Post-Construction

Tree Replacement

If any protected tree dies or is damaged to the point of requiring removal during construction activities, the Director (the Community Development Director for private property, and the Public Works Director for public property) may require one of the following mitigation measures:

1. Tree(s) to be removed shall be replaced with trees of suitable type, size, and number. Oaks and sycamores shall generally be replaced with like species; other mature trees shall be replaced with trees from the approved replacement tree list
2. The number, type, and size of replacement tree(s) shall be either equivalent to the appraised value of the tree based the most current ISA Guide for Plant Appraisal; the total sum of the diameters of all trunks of all replacement trees shall be equal to or greater than the total sum of diameters of the trunks of all removed trees, and no replacement tree shall be less than two (2") inches in diameter
3. If a site cannot accommodate the number of replacement trees required, the dollar value of those replacement trees may be paid as an in-lieu fee to the City's tree fund at the discretion of the Director or Planning Commission

7 References

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Appendix A

Protected Tree Matrix

Tree ID #	Scientific Name	Common Name	Height (Feet)	Canopy Spread (Feet)	# of Trunks	Diameter #1 (inches) ¹	Diameter #2 (inches)	Proposed Impacts	Overall Health	Notes
1	<i>Quercus agrifolia</i>	coast live oak	45	30	1	17		Approximately <10% of roots due to trenching	Fair	Slight lean, landscape plants adjacent to trunk, epicormic growth, pruning cuts, sparse crown, chain embedded in bark
2	<i>Quercus agrifolia</i>	coast live oak	35	25	1	9		Approximately <20% of roots and canopy due to trenching and pruning	Good	Trunk intertwined with adjacent unprotected oak
3	<i>Quercus lobata</i>	valley oak	50	20	1	14		Approximately 30% of roots due to trenching	Fair	Between two paved driveways, leaning to south over driveway, fence directly adjacent to trunk not tagged
4	<i>Quercus agrifolia</i>	coast live oak	60	80	1	41		Approximately <10% of roots due to trenching	Fair	Woodpecker holes, some branch damage and pruning cuts, not tagged
5	<i>Quercus agrifolia</i>	coast live oak	25	20	2	10	8	Approximately 50% of roots due to trenching	Fair	Diminished leaf cover, competing with other trees, fence directly adjacent to trunk
6	<i>Quercus agrifolia</i>	coast live oak	50	70	1	31		Approximately <20% of roots due to trenching	Good	Epicormic growth, pruning cuts
7	<i>Quercus agrifolia</i>	coast live oak	60	90	1	30		Approximately <5% of roots due to trenching	Good	Pruning cuts, woodpecker damage, epicormic growth, landscape plants adjacent to trunk
8	<i>Quercus agrifolia</i>	coast live oak	50	60	2	17	26	No impacts anticipated	Fair	Pruning cuts, epicormic growth, shed within dripline
9	<i>Quercus agrifolia</i>	coast live oak	30	40	1	13		No impacts anticipated	Fair	Significant lean parallel to road
10	<i>Quercus agrifolia</i>	coast live oak	30	30	1	10		No impacts anticipated	Good	Significant lean parallel to road

Casitas Municipal Water District
West Ojai Meter Relocations Project

Tree ID #	Scientific Name	Common Name	Height (Feet)	Canopy Spread (Feet)	# of Trunks	Diameter #1 (inches) ¹	Diameter #2 (inches)	Proposed Impacts	Overall Health	Notes
11	<i>Quercus agrifolia</i>	coast live oak	40	20	1	12		No impacts anticipated	Fair	Some branch dieback
12	<i>Quercus agrifolia</i>	coast live oak	25	25	1	12		No impacts anticipated	Good	Significant lean over road
13	<i>Quercus agrifolia</i>	coast live oak	40	30	1	11		No impacts anticipated	Good	Pruning cuts
14	<i>Quercus agrifolia</i>	coast live oak	55	60	1	21		Approximately <10% of roots due to trenching	Good	Minor leaf dieback, fence within dripline
15	<i>Quercus agrifolia</i>	coast live oak	70	100	1	58		Approximately <20% of roots due to trenching	Good	Woodpecker damage, pruning cuts
16	<i>Quercus agrifolia</i>	coast live oak	70	80	1	34		Approximately <10% of roots due to trenching	Good	Pruning cuts
17	<i>Quercus agrifolia</i>	coast live oak	60	60	1	27		Approximately <10% of roots due to trenching	Good	Natural leaf litter layer retained, epicormic growth
18	<i>Quercus agrifolia</i>	coast live oak	80	100	3	27	27	Approximately <10% of roots due to trenching	Fair	Oak galls, landscape rocks against trunk
19	<i>Quercus lobata</i>	valley oak	70	50	1	27		No impacts anticipated	Good	Natural leaf litter layer retained
20	<i>Quercus lobata</i>	valley oak	70	75	3	21	27	Approximately <10% of roots due to trenching	Fair	Landscape rocks against trunk
21	<i>Quercus agrifolia</i>	coast live oak	50	60	1	29		No impacts anticipated	Good	Ivy growing up trunk
22	<i>Quercus agrifolia</i>	coast live oak	60	75	1	31		No impacts anticipated	Good	Fence adjacent to trunk
23	<i>Quercus lobata</i>	valley oak	60	75	1	32		Approximately <5% of roots due to trenching	Good	Natural leaf litter layer retained, overhangs road and driveway

Tree ID #	Scientific Name	Common Name	Height (Feet)	Canopy Spread (Feet)	# of Trunks	Diameter #1 (inches) ¹	Diameter #2 (inches)	Proposed Impacts	Overall Health	Notes
24	<i>Quercus agrifolia</i>	coast live oak	30	30	2	14	15	Approximately <5% of roots due to trenching	Good	Significant lean toward house
25	<i>Quercus agrifolia</i>	coast live oak	35	40	1	10		No impacts anticipated	Good	Significant lean toward house
26	<i>Quercus agrifolia</i>	coast live oak	40	40	2	7	14	No impacts anticipated	Fair	Pruning cuts, some branch dieback
27	<i>Quercus agrifolia</i>	coast live oak	40	40	1	17		Approximately <5% of roots due to trenching	Poor	Slight lean, decay on trunk, sparse crown, dieback, landscape plants within dripline
28	<i>Quercus agrifolia</i>	coast live oak	35	30	1	16		No impacts anticipated	Good	Landscape plants within dripline, natural leaf litter removed
29	<i>Quercus agrifolia</i>	coast live oak	60	50	1	41		No impacts anticipated	Poor	Multiple large old pruning wounds, bark exfoliation near root flare, fungal infection evident. Some old wounds filled with concrete. Some branch dieback. Landscape plants within dripline
30	<i>Quercus agrifolia</i>	coast live oak	35	40	1	17		Approximately 40% of roots due to trenching	Fair	Pruning cuts, epicormic growth, hanging plants from tree, fence directly adjacent to trunk
31	<i>Quercus agrifolia</i>	coast live oak	35	40	1	19		Approximately <5% of roots due to trenching, proposed service line within previous trenching disturbance	Poor	Branch dieback throughout crown, epicormic growth, previous trenching within dripline

Casitas Municipal Water District
West Ojai Meter Relocations Project

Tree ID #	Scientific Name	Common Name	Height (Feet)	Canopy Spread (Feet)	# of Trunks	Diameter #1 (inches) ¹	Diameter #2 (inches)	Proposed Impacts	Overall Health	Notes
32	<i>Quercus agrifolia</i>	coast live oak	20	15	1	11		Approximately <5% of roots due to trenching, proposed service line within previous trenching disturbance	Fair	Some leaf dieback, previous trenching just outside dripline
33	<i>Quercus agrifolia</i>	coast live oak	15	15	2	7	9	Approximately <5% of roots due to trenching, proposed service line within previous trenching disturbance	Fair	Some branch and leaf dieback, previous trenching within dripline
34	<i>Platanus racemosa</i>	California sycamore	80	40	1	28		No impacts anticipated	Fair	Previous root cuts, minor mechanical damage to trunk, insect activity in bark
35	<i>Quercus agrifolia</i>	coast live oak	30	30	1	14		No impacts anticipated	Fair	Some branch dieback, sprinkler head within dripline
36	<i>Quercus agrifolia</i>	coast live oak	35	25	1	13		Approximately <10% of roots due to trenching, proposed service line within previous trenching disturbance	Good	Overhangs road
37	<i>Quercus agrifolia</i>	coast live oak	30	30	1	12		Approximately <10% of roots due to trenching	Fair	Some leaf dieback, existing meter within dripline, significant lean to north
38	<i>Quercus agrifolia</i>	coast live oak	40	20	1	15		Approximately <10% of roots due to trenching	Good	Minor branch dieback
39	<i>Quercus agrifolia</i>	coast live oak	10	10	1	8		Approximately <20% of roots due to trenching	Poor	Major heading cut, branch pruning adjacent to road, epicormic growth

Tree ID #	Scientific Name	Common Name	Height (Feet)	Canopy Spread (Feet)	# of Trunks	Diameter #1 (inches) ¹	Diameter #2 (inches)	Proposed Impacts	Overall Health	Notes
40	<i>Quercus agrifolia</i>	coast live oak	35	30	1	8		No impacts anticipated	Good	New growth evident
41	<i>Quercus agrifolia</i>	coast live oak	50	60	1	27		No impacts anticipated	Good	Driveway within dripline
42	<i>Quercus agrifolia</i>	coast live oak	80	80	1	39		No impacts anticipated	Fair	Very old and large tree, epicormic growth, many older pruning cuts, pavers within dripline to trunk
43	<i>Quercus agrifolia</i>	coast live oak	75	75	2	28	23	No impacts anticipated	Fair	Some exfoliating bark, weak crotch that ponds water
44	<i>Quercus agrifolia</i>	coast live oak	65	55	1	25		No impacts anticipated	Fair	Woodpecker damage, pruning cuts, epicormic growth, ivy within dripline
45	<i>Quercus agrifolia</i>	coast live oak	70	45	2	17	21	No impacts anticipated	Fair	Pruning cuts, woodpecker damage, ivy within dripline
46	<i>Quercus agrifolia</i>	coast live oak	15	15	2	7	7	No impacts anticipated	Good	Minor branch damage, fence adjacent to trunk
53	<i>Quercus agrifolia</i>	coast live oak	25	25	1	12		No impacts anticipated	Good	Not tagged
54	<i>Quercus agrifolia</i>	coast live oak	45	40	1	16		No impacts anticipated	Good	Pruning cuts, landscape plants and rocks adjacent to trunk, epicormic growth
55	<i>Quercus agrifolia</i>	coast live oak	50	50	1	18		No impacts anticipated	Fair	Bark damage, pruning cuts, epicormic growth
58	<i>Quercus agrifolia</i>	coast live oak	40	65	1	60		Approximately <5% of roots due to trenching	Fair	Epicormic growth, broken branches, fungus on branches, pruning cuts, not tagged
59	<i>Quercus agrifolia</i>	coast live oak	35	40	1	20		No impacts anticipated	Good	Overhangs road, codominant trunks, epicormic growth, fence adjacent to trunk

¹ Only the two (2) largest trunk diameters (measured at 4.5 feet above the root crown) were recorded for this report

Appendix B

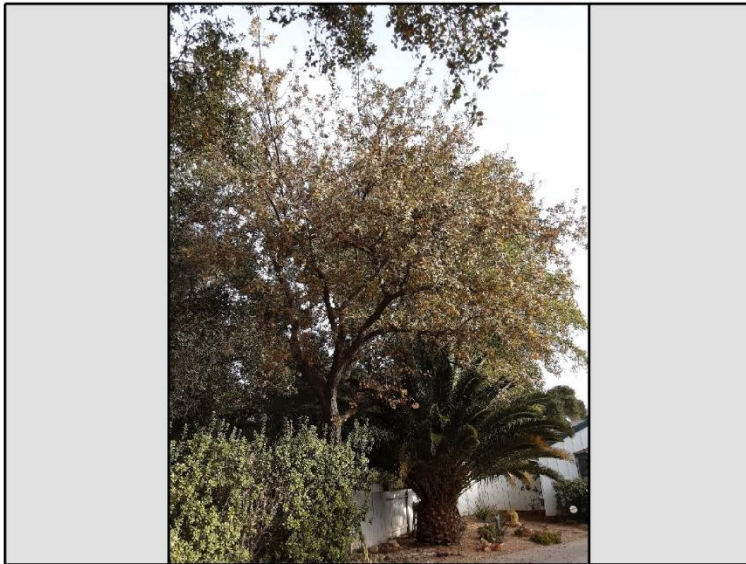
Tree Photograph Log



Tree #1 Coast live oak



Tree #2 Coast live oak

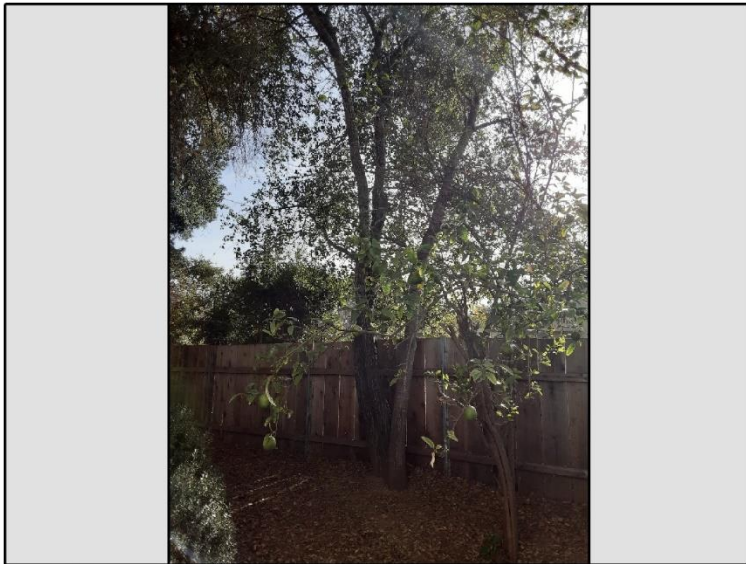


Tree #3 Valley oak

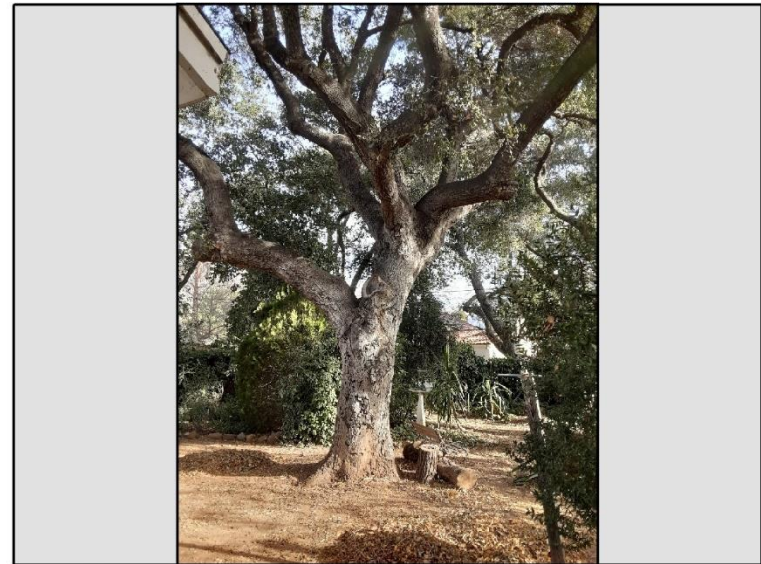


Tree #4 Coast live oak

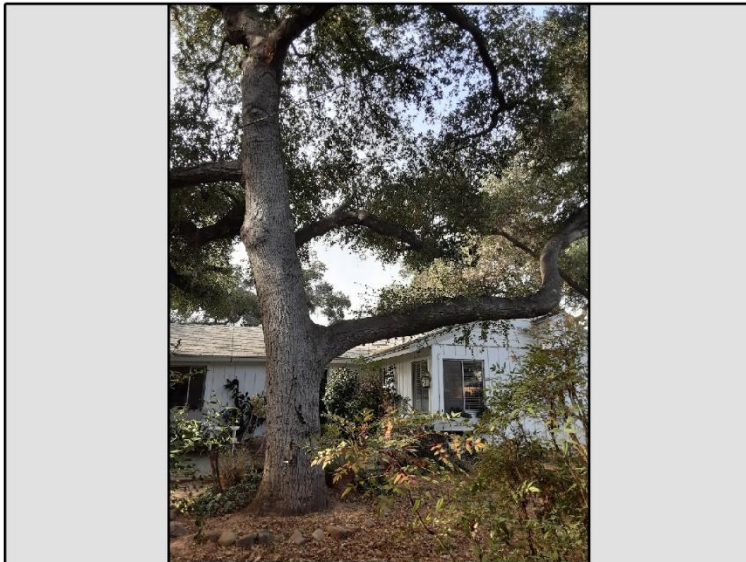
Casitas Municipal Water District
West Ojai Meter Relocations Project



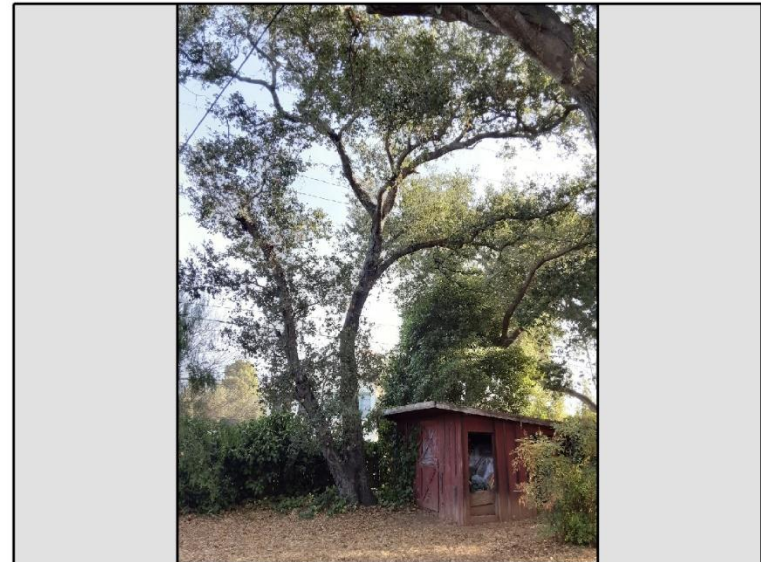
Tree #5 Coast live oak



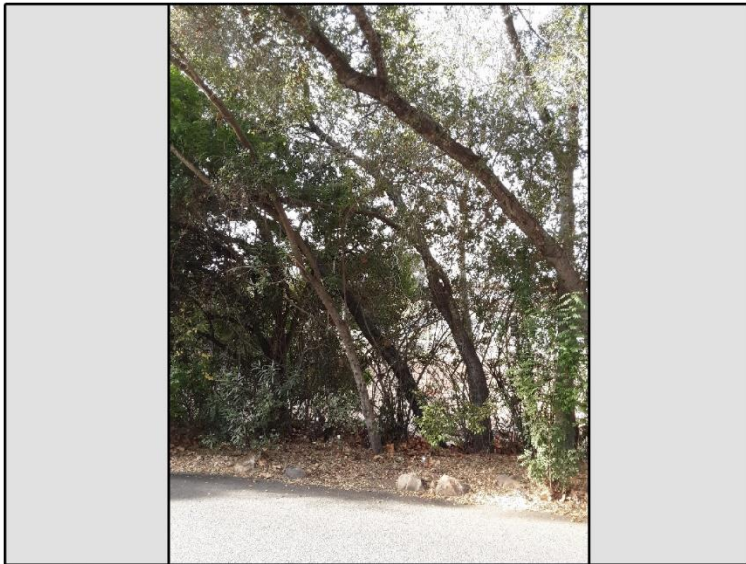
Tree #6 Coast live oak



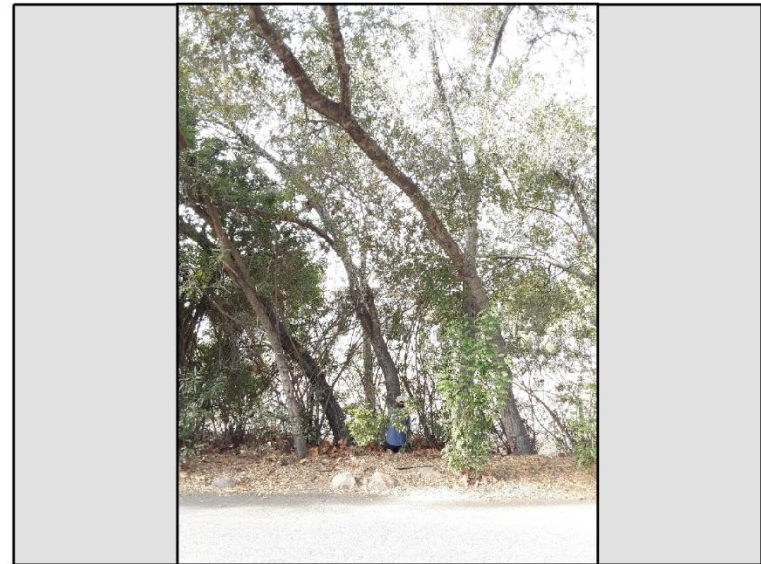
Tree #7 Coast live oak



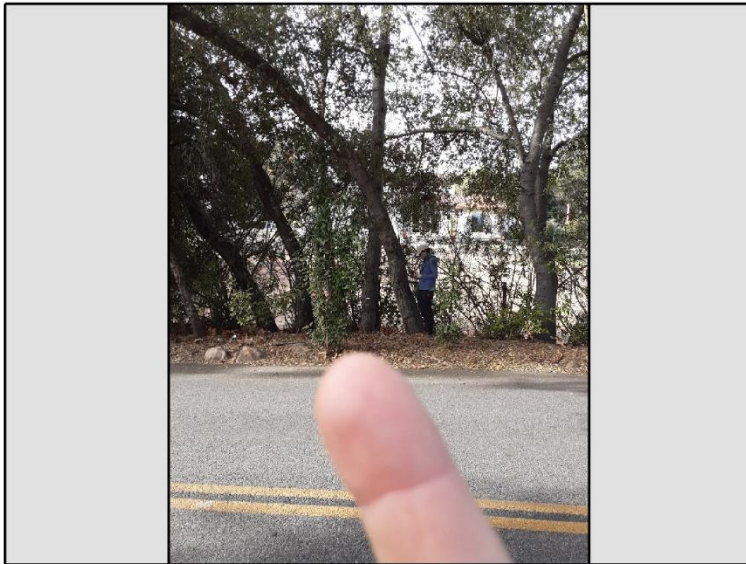
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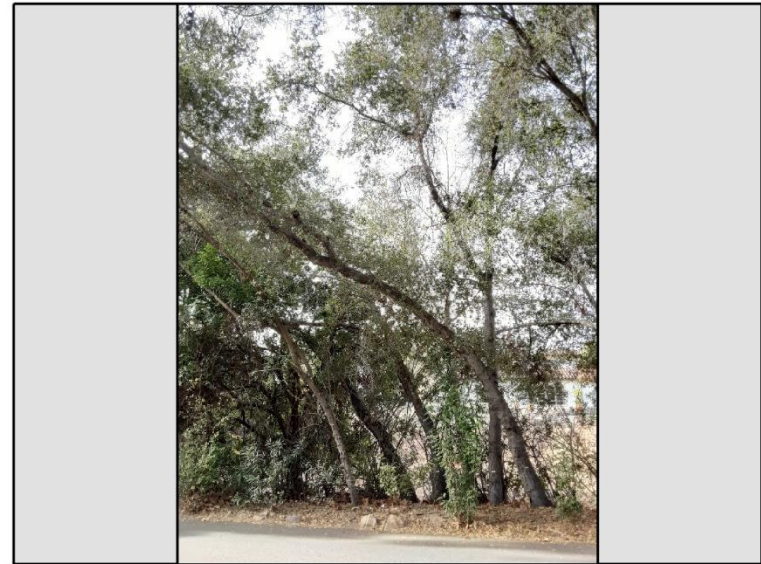
Tree #9 Coast live oak



Tree #10 Coast live oak

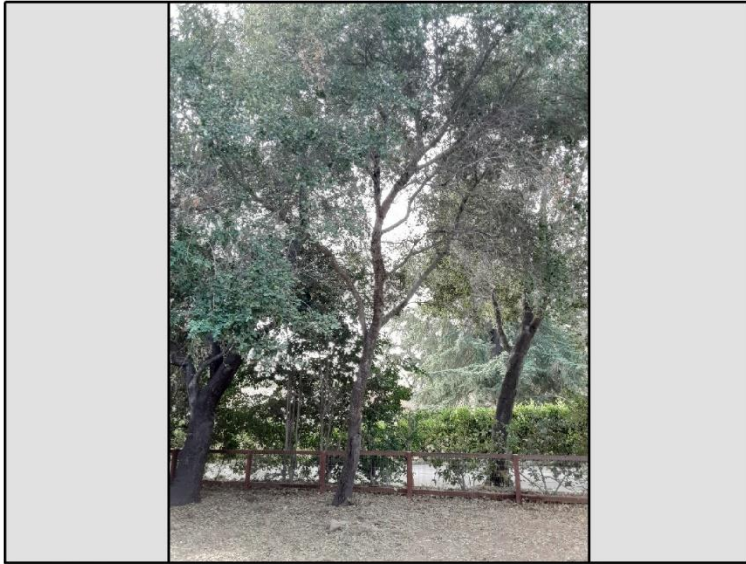


Tree #11 Coast live oak

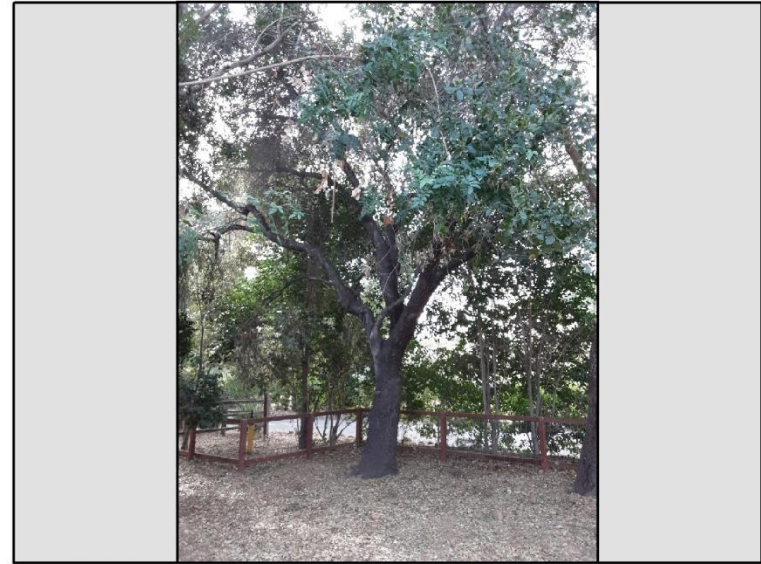


Tree #12 Coast live oak

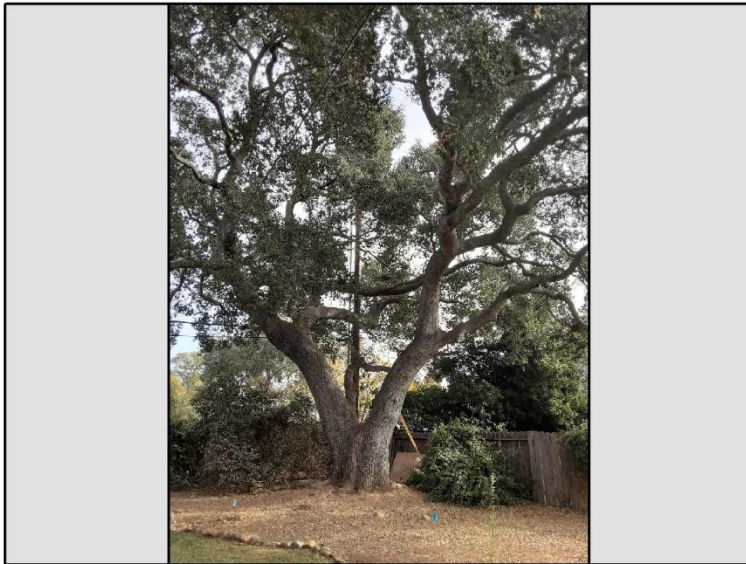
Casitas Municipal Water District
West Ojai Meter Relocations Project



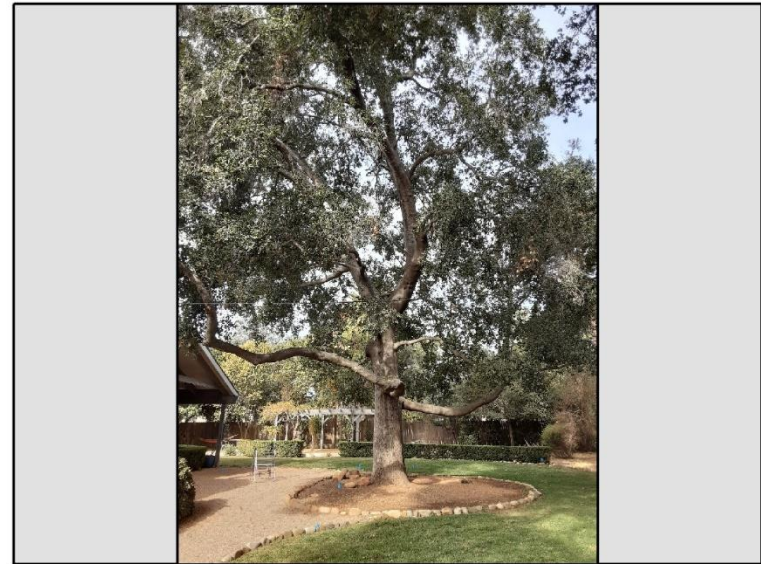
Tree #13 Coast live oak



Tree #14 Coast live oak



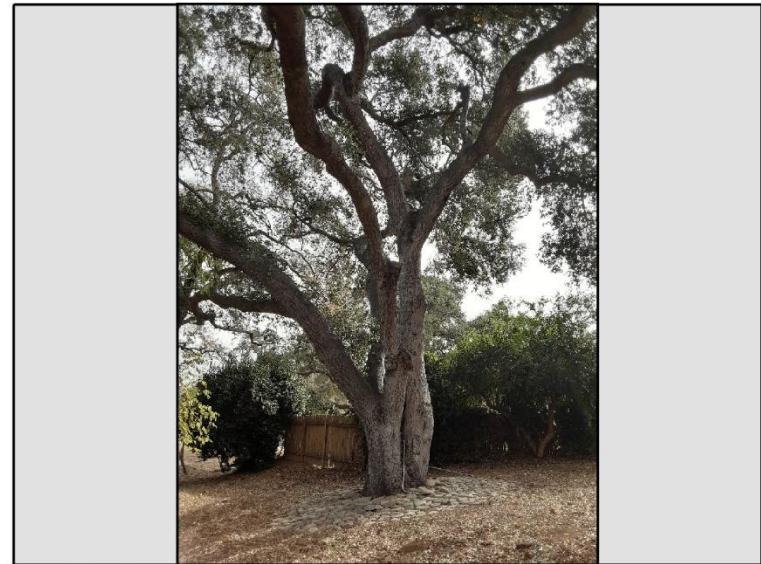
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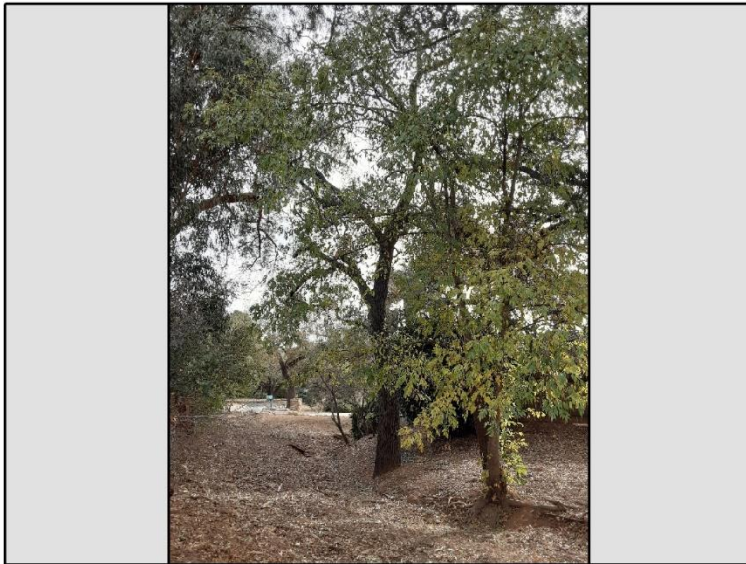
Tree #16 Coast live oak



Tree #17 Coast live oak



Tree #18 Coast live oak

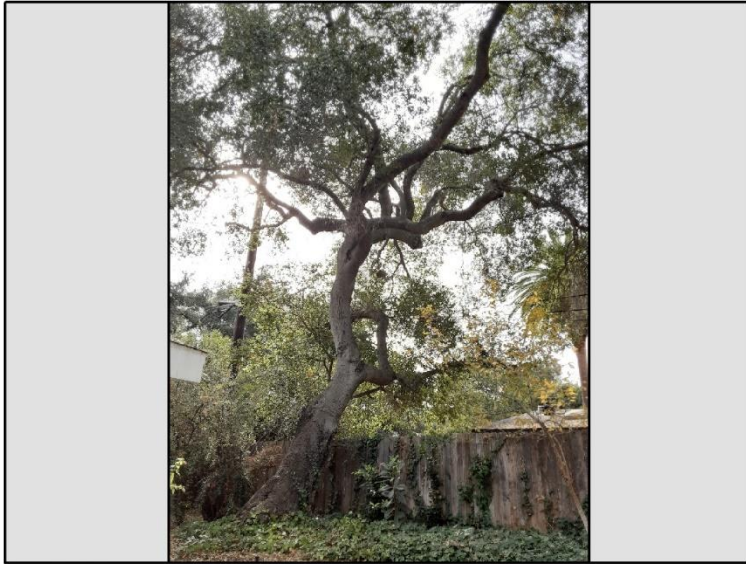


Tree #19 Valley oak



Tree #20 Valley oak

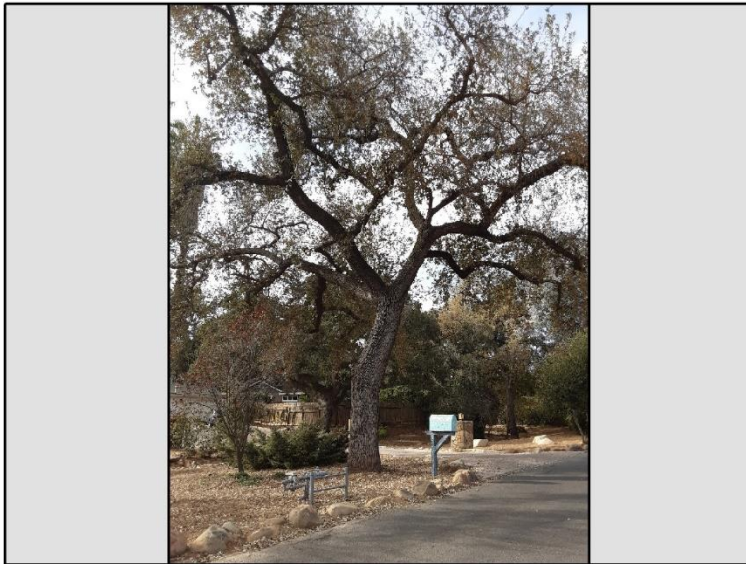
Casitas Municipal Water District
West Ojai Meter Relocations Project



Tree #21 Coast live oak



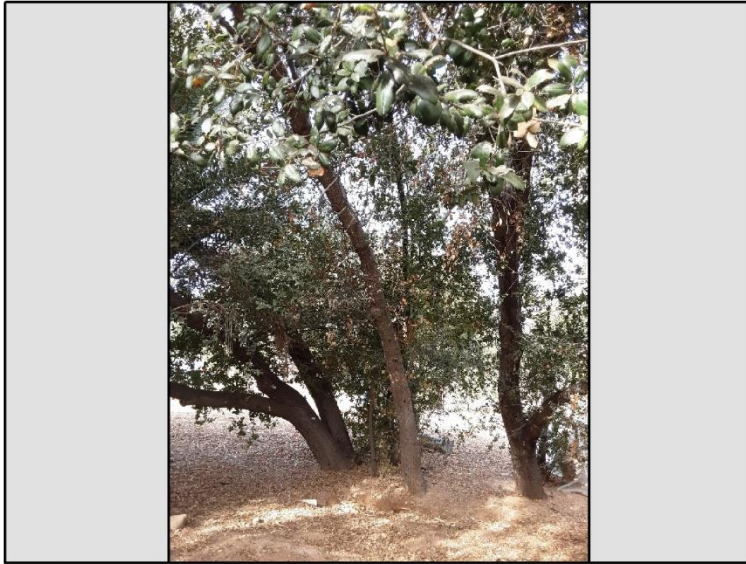
Tree #22 Coast live oak



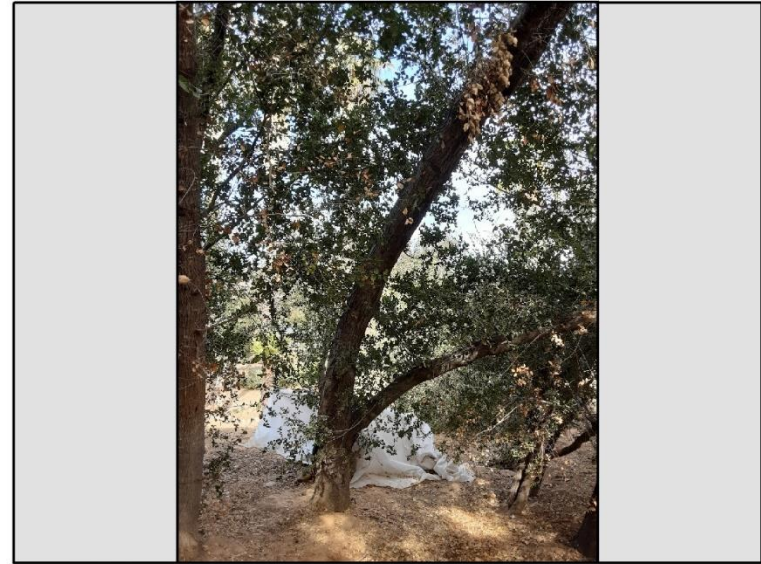
Tree #23 Valley oak



Tree #24 Coast live oak



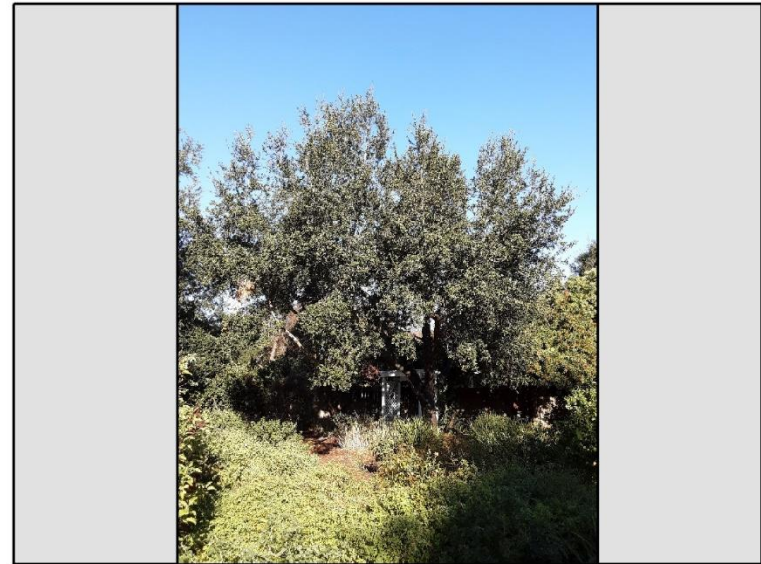
Tree #25 Coast live oak



Tree #26 Coast live oak

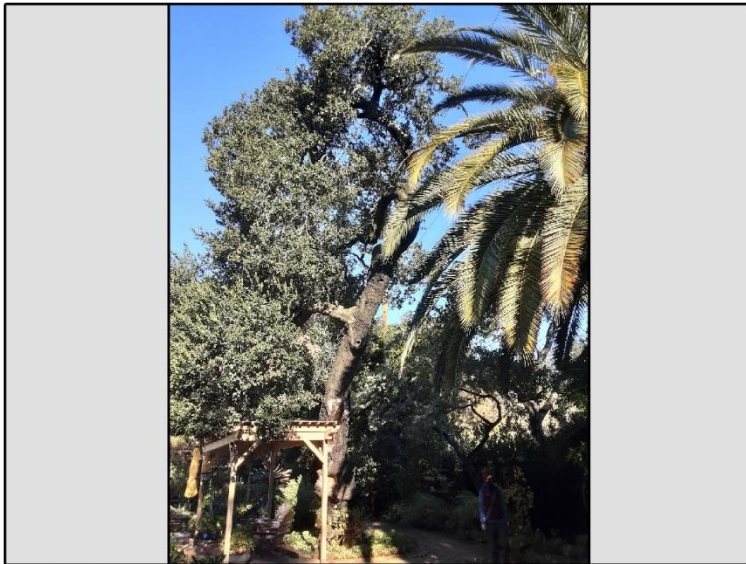


Tree #27 Coast live oak

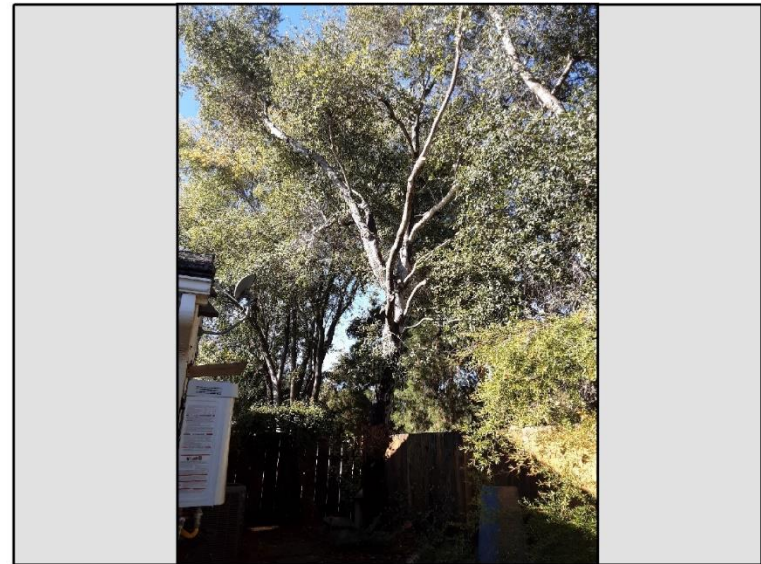


Tree #28 Coast live oak

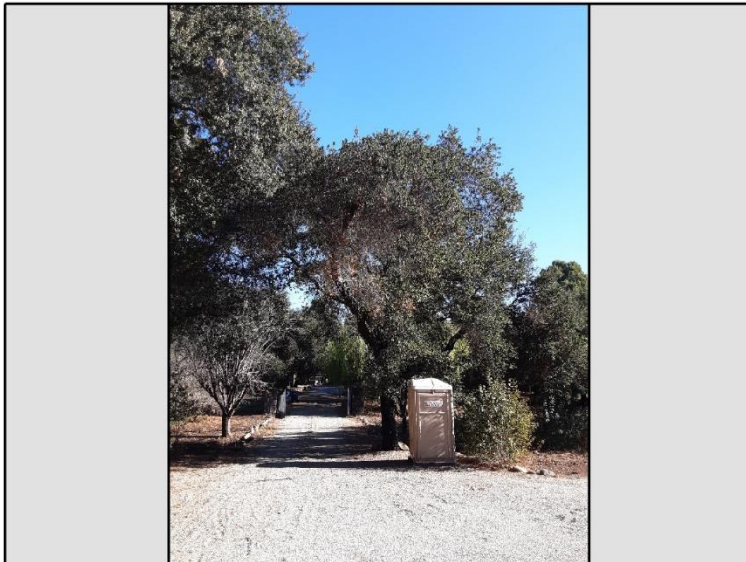
Casitas Municipal Water District
West Ojai Meter Relocations Project



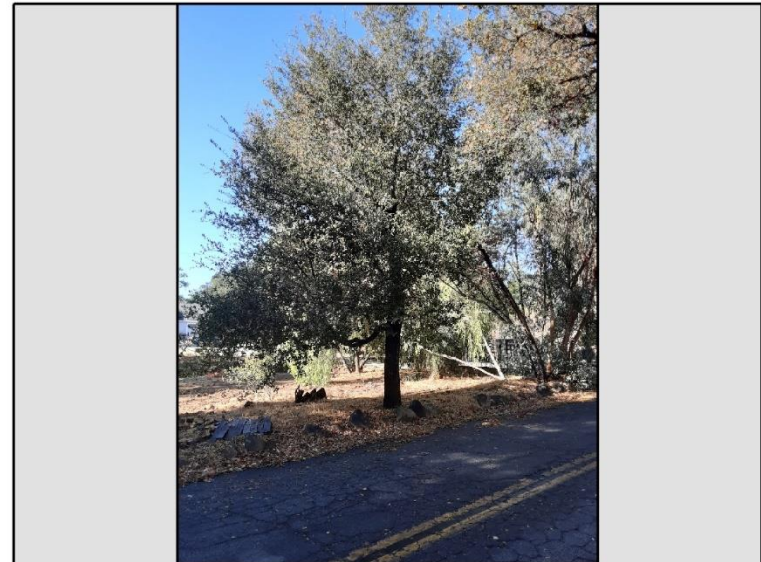
Tree #29 Coast live oak



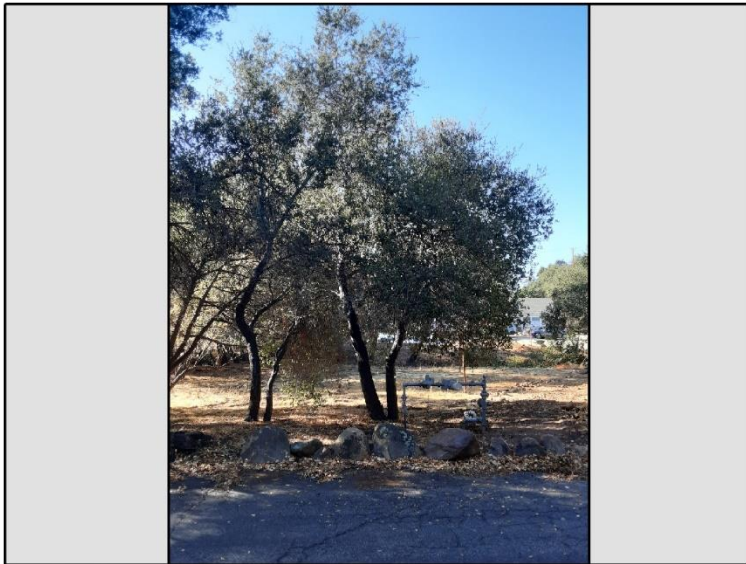
Tree #30 Coast live oak



Tree #31 Coast live oak



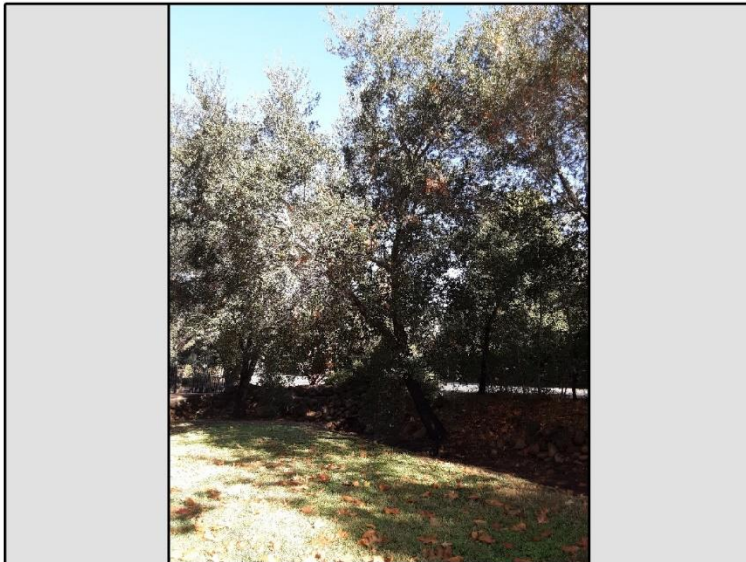
Tree #32 Coast live oak



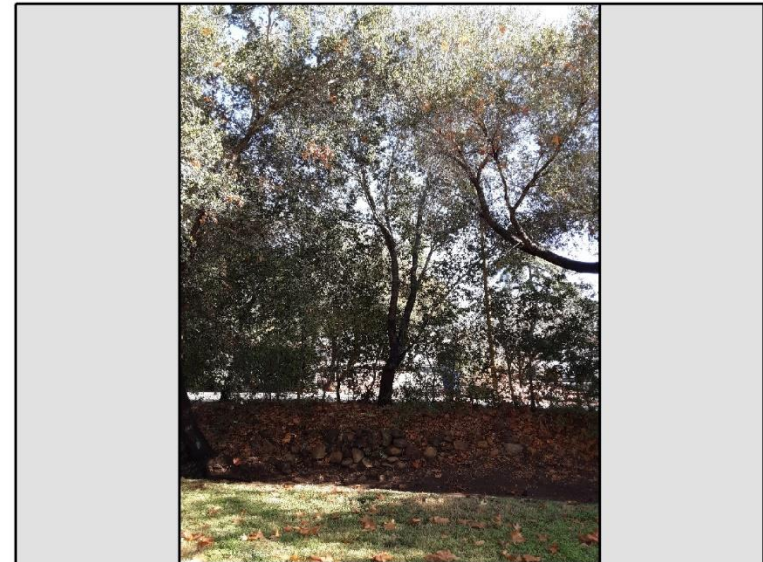
Tree #33 Coast live oak



Tree #34 California sycamore

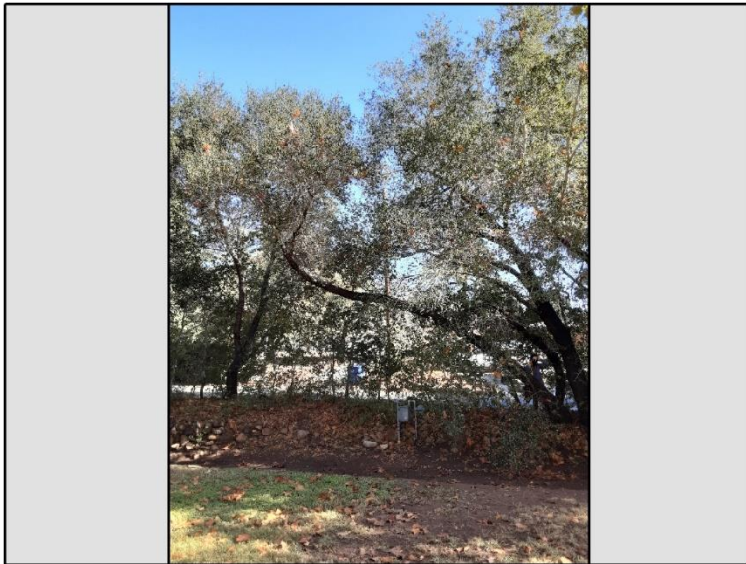


Tree #35 Coast live oak

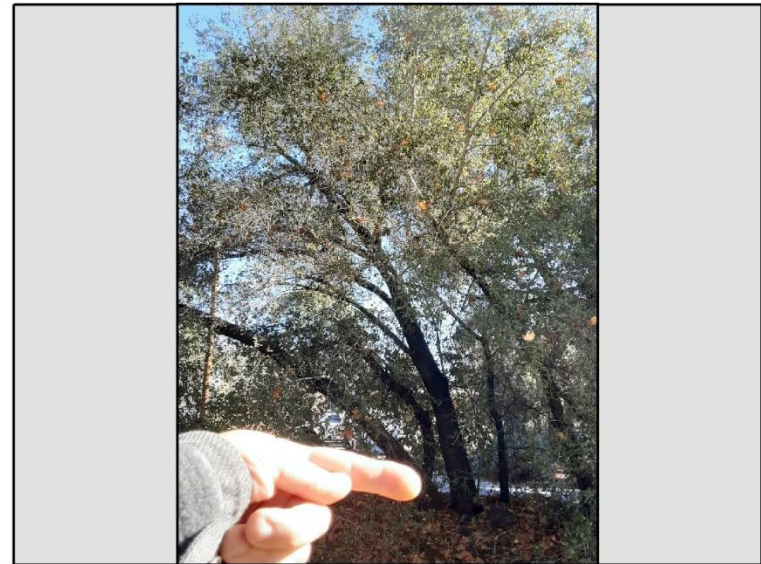


Tree #36 Coast live oak

Casitas Municipal Water District
West Ojai Meter Relocations Project



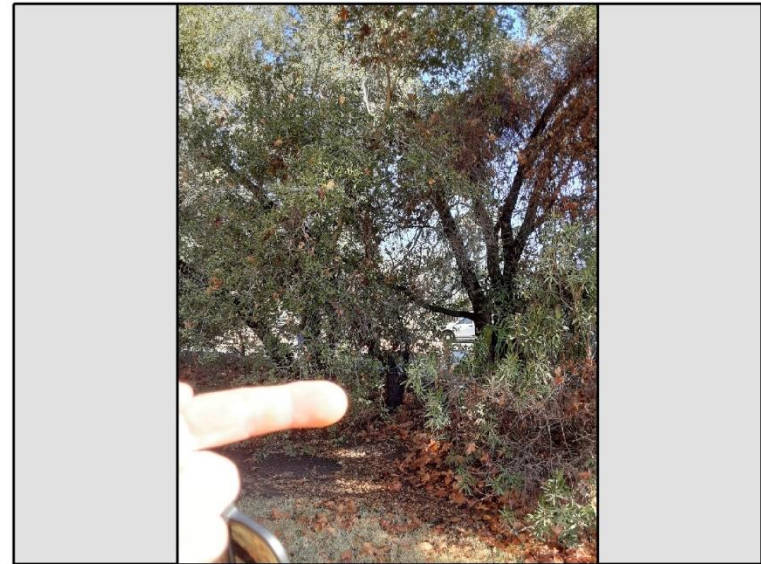
Tree #37 Coast live oak



Tree #38 Coast live oak



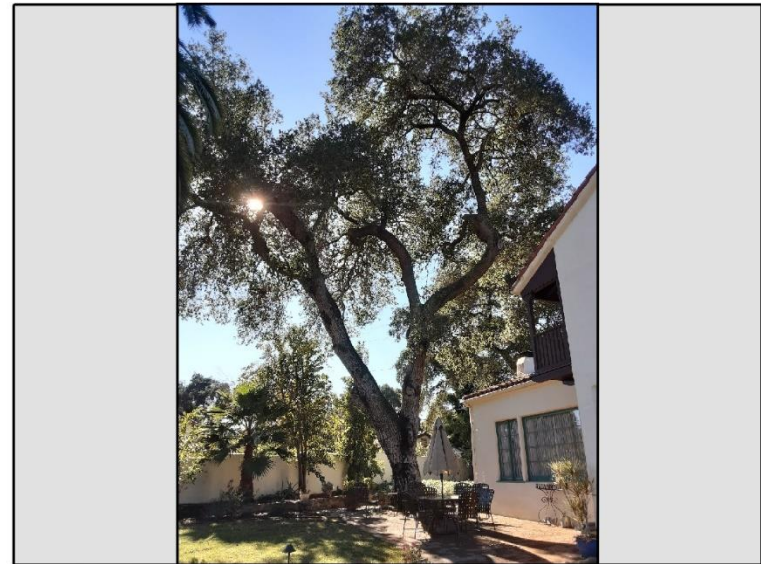
Tree #39 Coast live oak



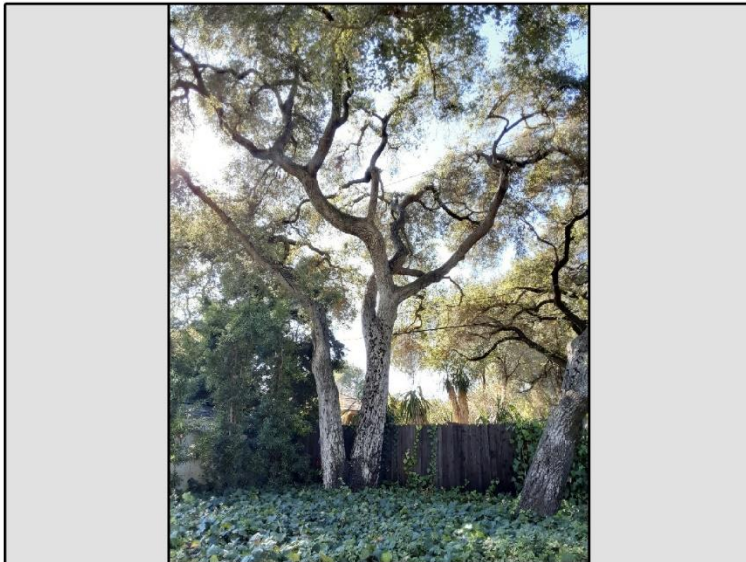
Tree #40 Coast live oak



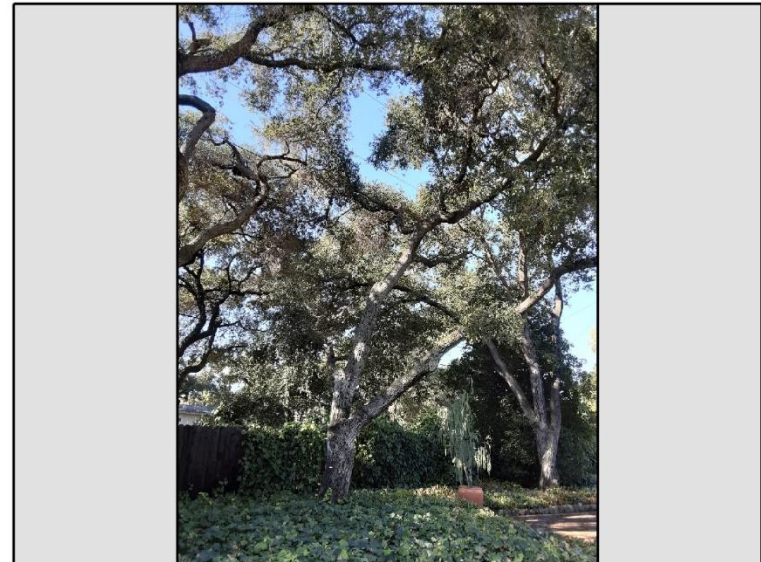
Tree #41 Coast live oak



Tree #42 Coast live oak

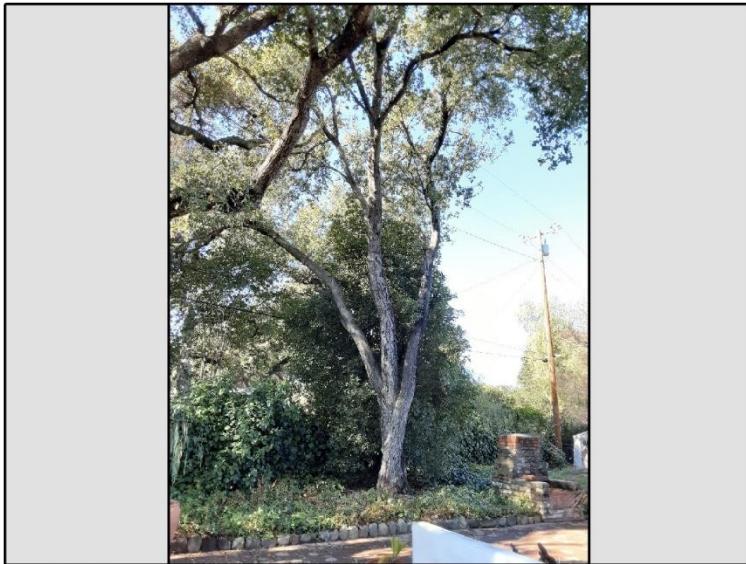


Tree #43 Coast live oak



Tree #44 Coast live oak

Casitas Municipal Water District
West Ojai Meter Relocations Project



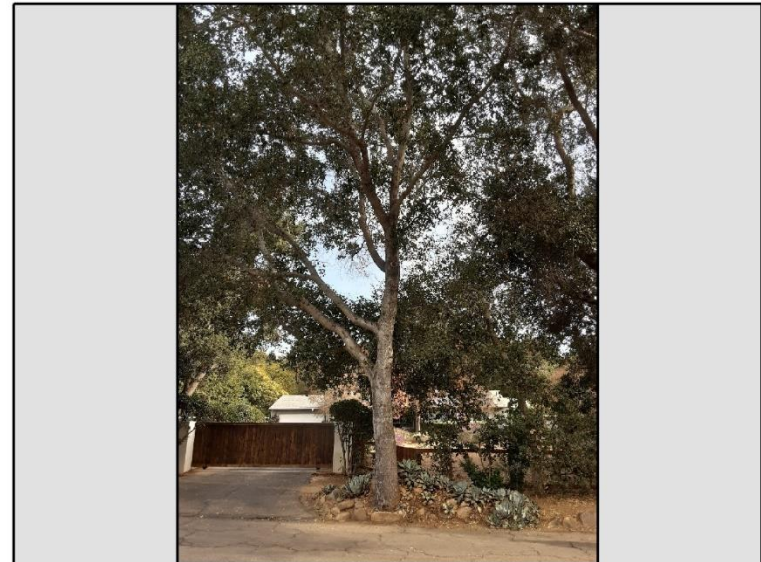
Tree #45 Coast live oak



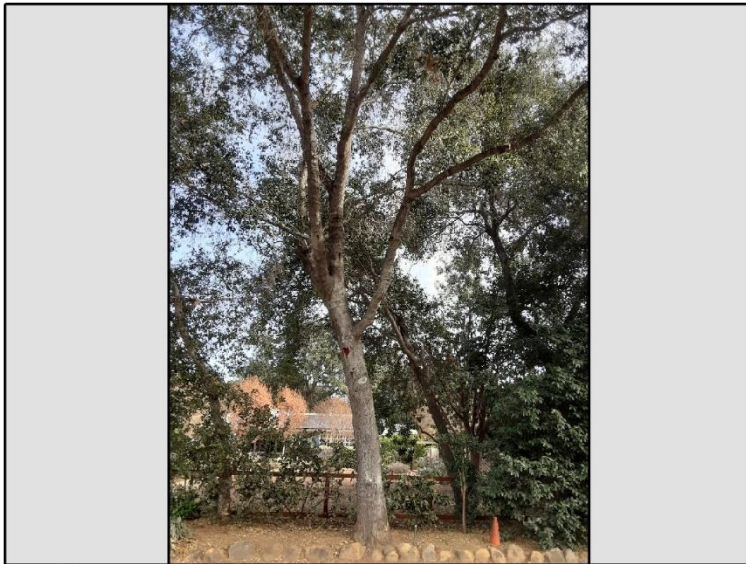
Tree #46 Coast live oak



Tree #53 Coast live oak



Tree #54 Coast live oak



Tree #55 Coast live oak



Tree #58 Coast live oak



Tree #59 Coast live oak

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Appendix G
Tree Permit Application



City of Ojai
Community Development Department

Project _____
Received _____
Date _____

ADMINISTRATIVE APPROVAL

- Certificate of Compliance, Home Occupation Permit, Sign, Tree, Minor Conditional Use Permit, Final Parcel/Tract Map, Minor Variance, Other

OWNER INFORMATION:

Project Address: _____ PROJECT I.D. # _____

Assessor Parcel Number: _____ Zone: _____

DESCRIPTION: _____

Property Owner: _____

Address: _____

Phone: _____ Cell: _____ e-mail: _____

APPLICANT:

Name: _____

Address: _____

Phone: _____ Cell: _____ e-mail: _____

REPRESENTATIVE: (Arborist)

Name: _____

Address: _____

Phone: _____ Cell: _____ e-mail: _____

AFFIDAVIT:

I declare that I am the owner / representative (indicate one) of the property involved in this application and that the information submitted herein is true and correct. I hereby declare under penalty of perjury that the information contained in this application and all attached materials are correct, true and complete. I further declare I understand that prior to determining the project hearing date; the City has 30 days to deem the application complete or incomplete. I acknowledge and agree that the City of Ojai is relying on the accuracy of this information and my representations in order to process this application and that any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. I further acknowledge that I may be liable for any costs associated with rescission of such permits, including but not limited to any litigation costs. I will be notified of the meeting date(s) set for the above matter and that I am to appear, either personally or by my representative, at such meetings(s).

Signature of Property Owner Date
Applicant's signature authorizes City staff to enter the property described above for the purposes of inspection.



City of Ojai
Community Development Department

TREE PERMIT APPLICATION

TREE PRESERVATION ORDINANCE:

Prior to completing this application the applicant should review the Tree Preservation Ordinance (Sec. 4-11.01 through Sec. 4-11.13) of the Ojai Municipal Code, adopted September, 1999 by the Ojai City Council. The following items and information must be submitted to obtain a tree permit in the City of Ojai. Planning Staff may further require information in addition to these items should it be deemed necessary or appropriate under special circumstances.

TREE PERMIT REQUIREMENTS:

- Completed Application Form signed by property owner or letter authorizing representative to sign
- Filing Fee
 - o Fee - Removal of dead or hazardous tree \$0.00 (If the report determines that the tree is hazardous or in a serious state of decline due to pest infestation or other cause by no fault of the owners, the permit fee shall be waived by the City and no replacement mitigation shall be required.
 - o Fee - Annual Utility Tree Maintenance \$0
 - o Fee - All Others \$225
- Report prepared by an arborist certified by the International Society of Arboriculture (“ISA”) at the applicant’s expense. The arborist’s report shall include species, an assessment of the health of the affected tree(s), recommended mitigation measures and/or conditions of approval if applicable, work to be done, (trimming, pruning, removal, etc.), the number and location of affected trees and the standards to which any pruning shall be conducted to promote the health of the tree. The report should also note if there are active birds nests observed in the tree and, for removal, destruction or relocation of a tree, a monetary valuation of the tree using the ISA’s method for appraising trees. The arborist who prepares the report shall not participate in or profit from the removal, destruction or relocation of the tree.
- Photographs of tree or trees in question.
Site Plan to scale showing location of trees on the site and the driplines. The site plan does not have to be professionally drawn, but it should include the footprint of any structures on the property (existing and proposed), north arrow, scale, property lines, driveways, etc. It should include enough information to determine the location of the trees in relation to the structures, to evaluate the potential impact of any construction, and to assess whether replacement onsite is appropriate, or an in-lieu should be assessed.
- In order to avoid impacts to nesting raptors and other birds, tree removal should be timed to avoid bird nesting season (typically February 1st through August 31st).
- Tree worker to perform the work:
Name _____ Address _____
Phone Number _____ License Number _____

Work to be performed _____
- Mitigation Plan if applicable

Draft Agreement with Property Owners for Meter Reconnection

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of [MONTH] in the year [2020] by and between the CASITAS MUNICIPAL WATER DISTRICT, a municipal water district formed and authorized pursuant to the Municipal Water District Act of 1911 (Water Code §71000 et seq.) (hereafter “District”), and [NAME], the owner[s] of certain real property located at [ADDRESS] in Ojai, California, (hereafter “Owner”), referred to herein collectively as the “Parties.”

RECITALS

- A. Owner is the legal owner [and resident/landlord] of that certain real property generally described as [ADDRESS], APN [XXX-X-XXX-XXX] (“Property”), as depicted in the site plan attached hereto as Exhibit “A” (“Site Plan”).
- B. The District operates and maintains water facilities that provide and deliver domestic and agricultural water service to properties within Ventura County and the Ojai Valley, including the Property owned by Owner.
- C. Owner receives water service from the District’s water system through an existing water meter and customer service line. The existing water meter and customer service line are also depicted in the Site Plan, attached hereto as Exhibit “A”.
- D. The District is currently modernizing its water facilities and water distribution infrastructure by replacing older water mains, water connections and water meters to bring this equipment to modern standards, avoid costly emergency pipe failures, and to increase reliability and efficiency within the water distribution system (“Project”).
- E. As part of the Project, the District seeks to remove and replace the existing water meter on Owner’s Property and construct a new service connection and water meter on the Property. [However, to maintain operational efficiency in the water distribution system, the new service connection and water meter will be relocated closer to the nearest District water main.]
- F. Although the District intends to remove and replace the existing water meters that benefit Owner’s Property, the District will only be performing work in the public right-of-way and will not perform any work related to this Project on Owner’s Property.
- G. The District recognizes this inconvenience the Project may cause to Owner. Therefore in consideration of this inconvenience, the District is offering to pay the costs and expenses Owner incurs to reconnect Owner’s customer service line on the Property to the new water meter (“Reconnection”), conditioned on Owner’s acceptance and upon the satisfaction of the terms and conditions contained herein.

Commented [JS1]: Include when new meter and connection at different location on Property than original

H. Owner agrees to accept the District's offer to cover such costs and expenses for Reconnection in consideration of the inconvenience of the Project, conditioned on Owner's performance and satisfaction of the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The terms defined in this section shall have the following meanings whenever used in this Reimbursement Agreement:
 - a. **"Reconnection"** shall mean the act by Owner or Owner's licensed general contractor to do any of the following: i) remove the existing customer service line from the District's existing water meter to the Owner's residential plumbing system; ii) construct and install a new customer service line from the District's new water meter to the Owner's residential plumbing system; iii) any trenching, digging, or excavation necessary to perform either i) or ii); any landscaping required in the immediate vicinity of an area after performing i), ii) or iii);
 - b. **"Reconnection Project Site"** shall mean the portion or portions of Owner's Property on which the Reconnection and any work directly related to the Reconnection is being performed. The Reconnection Project Site does not include any area of the Property on which Extra Work is being performed, even if any materials, tools, laborers, and other appurtenances involved in the Reconnection are being stored and placed on such areas of the Property.
 - c. **"Reimbursement"** shall mean the District's payment of the certain costs and expenses as specifically authorized and identified in this Reimbursement Agreement which are incurred by Owner as part of their performance to complete the Reconnection.
 - d. **"Contractor"** shall mean a licensed contractor, licensed to perform work in the State of California, hired by Owner to perform the removal, construction, and installation of Owner's Reconnection;
 - e. **"Subcontractor"** shall mean any entity or person that has a direct contract with Contractor to perform a portion of the Reconnection;
 - f. **"Extra Work"** shall mean any and all work performed at the same time as, and possibly related to, the Reconnection but not explicitly covered as a reimbursable cost and/or expense in this Reimbursement Agreement, including any work performed by Owner, Contractor, and Subcontractor outside the Reconnection Project Site;
 - g. **"Additional Expenses"** shall mean any cost and/or expense incurred by Owner, Contractor, and/or Subcontractor for which the District has no obligation to pay and which is not covered by the terms of this Reimbursement Agreement;
 - h. **"Estimate"** shall mean a written cost estimate of any work performed by Contractor or Subcontractor on behalf of Owner that involves or is related to the Reconnection;

- i. **“Cultural Resource”** shall mean any archeological or Native American artifact, human remains, or sites that are accidentally discovered during any construction, excavation, trenching, and/or landscaping activities.
2. **Reimbursement.** Upon satisfaction of all the conditions provided herein, the District agrees to and shall provide and pay Owner an amount, as to be determined according to Section [X], that fully and completely reimburses Owner for the costs and expenses incurred by Owner to complete the Reconnection (“Reimbursement”).
- a. The District’s Reimbursement is limited to the following costs and expenses:
 - i. Owner’s costs and expense to hire a Contractor to perform the Reconnection, as provided in Section [X];
 - ii. Contractor’s costs and expenses to purchase and install all materials reasonably necessary to complete the Reconnection;
 - iii. Owner’s costs and expenses to obtain all necessary permits for the Reconnection, as provided in Section [X];
 - iv. Owner’s costs and expense to re-landscape the Reconnection area, as provided in Section [X];
 - v. Owner’s costs and expenses to comply with Cultural Resource monitoring in the Reconnection area, as provided in Section [X];
 - b. Upon Owner’s satisfactory completion of all the conditions provided herein, the Reimbursement shall be paid by the District to the Owner in one lump-sum payment.
 - c. Owner acknowledges and agrees that only those costs and expenses specifically identified in this Reimbursement Agreement are included in the Reimbursement. The District shall not be obligated to provide or pay for any work, services, costs, or expenses other than those expressly identified herein (i.e. “Additional Expenses”), even if such work is related to or caused by the Project, unless the Additional Expenses have been approved by the District, in writing, prior to Owner or Owner’s Contractor incurring such Additional Expenses.
 - d. Owner acknowledges and agrees that the District’s obligation to provide the Reimbursement is conditioned on Owner’s satisfactory completion of the conditions contained herein, and that a failure to fulfill any condition provided in this Reimbursement Agreement authorizes the District to withhold payment of the Reimbursement and/or may result in a partial payment of the Reimbursement to Owner.
3. **Conditions for Reimbursement.** Before the District shall provide payment of the Reimbursement, Owner acknowledges and agrees to fulfill the following conditions in order to receive the full and/or partial Reimbursement from the District. Owner understands that the Reimbursement is conditioned on Owner’s satisfactory completion of all the conditions listed below and a failure to fulfill one or more of the conditions listed excuses the District from providing the full Reimbursement.
- a. *Contractor.* Owner shall retain and employ a licensed contractor to perform the Reconnection. The Contractor shall be licensed in the State of California and insured with a policy for workers’ compensation and general liability. Owner shall

Commented [JA2]: I’m assuming the District will pay for this directly under contract with a monitor

obtain a certificate from Contractor that evidences the existence of Contractor's license and Contractor's insurance and provide a copy of the certificate to the District prior to the commencement of any work on the Reconnection.

- i. Subcontractors. If Contractor intends to use a subcontractor(s) for any portion of the Reconnection, Contractor shall disclose and identify the subcontractors to Owner, describe, in writing, the work subcontractor is to perform, and provide Owner evidence of subcontractor's contracting license and a certificate evidencing the same insurance coverage required of Contractor. Owner shall include these documents with the documents provided to the District prior to the commencement of any work on the Reconnection.
- b. *Estimate*. Owner shall provide the District Contractor's estimate to perform the Reconnection. The estimate shall be in writing and include, but is not limited to, Contractor's general estimate of the Costs of Construction, the Contractor's Fee, and an estimate of any work Contractors intends to subcontract to a Subcontractor.
 - i. If any additional work related to the Reconnection, but not specifically authorized by this Reimbursement Agreement, is included in Contractor's written estimate, Owner shall specify that work as Extra Work. Any Extra Work is an Additional Expense for which the District is not obligated to pay.
- c. *Submission of Plans*. Owner shall provide the District a copy of Contractor's plans for the Reconnection. The plans shall be in writing and contain clear and accurate description and depiction of all work to be performed by Contractor related to or involving the Reconnection, including any Extra Work requested by Owner. Owner shall receive the District's approval of Contractor's plans prior to the commencement of any work on the Reconnection.
 - i. In the event Contractor is required to make any changes to the plans or the scope of work previously approved by the District, Owner shall notify the District of the change and obtain the District's written approval of the change prior to the commencement of work.
 - ii. If Owner provides the District notice of the change and the District fails to provide Owner written approval within five (5) business days, Owner may proceed with Contractor's changes. However, if the proposed changes involve any Reconnection work for which the District has agreed to pay to Owner as part of the Reimbursement, Owner shall obtain the District's approval prior to commencement of the change or forfeit the Reimbursement for the change. If Owner proceeds with the change prior to obtaining the District's approval, the change shall be considered Extra Work and any costs incurred on the change shall be considered Additional Expense for which the District is not obligated to pay to Owner.
- d. *Permits*. Owner shall obtain all necessary and applicable permits required for the Reconnection, including, but not limited to, building permits, ground disturbance permits, and/or tree permits. The District agrees to include in the Reimbursement

to Owner any and all costs and expenses Owner incurs related to permits to perform the Reconnection, conditioned on satisfaction of the following: i) Owner provides the District a copy of each permit obtained for the Reconnection; ii) each permit is valid and lawfully obtained by Owner and/or Contractor from the proper permit-issuing authority; iii) the work is performed prior to the permit's expiration.

- i. Expiration of Permits. If the Reconnection is not completed by Owner or Contractor within the time provided by any applicable and necessary permit, Owner shall notify the District of the permit's expiration. Owner shall obtain a new permit at Owner's sole expense and the District shall not be obligated to include the cost of obtaining a second permit in the Reimbursement.

e. *Cultural Resources Monitoring.* Owner shall permit a qualified Native American Monitor to be present on the Property during all excavation and trenching activities directly related to the Reconnection to monitor and observe for Cultural Resources.

- i. The District agrees to and shall provide and pay for the Native American Monitor. The District's Native American Monitor shall be retained prior to the commencement of any excavation and trenching activities on the Property.
- ii. Owner agrees to provide the District and the City of Ojai at least 48 hours' notice Prior to any commencement of excavation activities or trenching.
- iii. Owner and Contractor agree to and shall coordinate and cooperate with the District's Native American Monitor by granting the Native American Monitor access to the Property, the ability to inspect and observe all excavation and/or trenching activities, and by agreeing to temporarily suspend work if and whenever the Native American Monitor requests to perform an inspection for Cultural Resources during any earth disturbing activities.
- iv. The District agrees to coordinate with the Native American Monitor to prepare a monitoring log and a Archaeological Survey Report to the City of Ojai on Owner's behalf.
- v. In the event the Native American Monitor is not present and Owner and/or Contractor discovers a cultural and/or archaeological resource, Owner and/or Contractor agree to temporarily suspend all work and notify the City of Ojai and the District immediately.
- vi. If a Cultural Resource is detected on the Property, the District shall only provide and pay the costs and expenses of any required evaluations and/or treatment plans when the Cultural Resource is found on a portion of Owner's Property immediately related to or within the Reconnection Project Site. If a Cultural Resource is detected on the Property due to Extra Work and/or any work unrelated to or outside the scope of the Reconnection or the Reconnection Project Site, the District shall not be obligated to pay the costs and expenses of any such evaluation and/or treatment plan as part of the Reimbursement and Owner agrees to incur all such costs.

Commented [JA3]: Will also have to add a section on Arborist Monitoring at District's expense.

- vii. Owner agrees to indemnify, defend, and hold the District harmless from any and all claims damages, losses, liabilities, causes of action, and expenses of any nature whatsoever, including, but not limited to, attorneys' fees, which arise out of, relate to, or result from the Native American Monitor's presence on the Property, including the Native American Monitor's physical presence in the Reconnection Project Site.
 - f. *Inspection.* Owner agrees to and shall arrange for and obtain an inspection of the Reconnection by the District and any other permitting body. A failure by Owner to obtain any inspection required by this Agreement and/or by law may result in a forfeiture of full Reimbursement. Any costs and/or expense incurred by Owner due to Owner's failure to obtain a proper inspection of any work related to the Reconnection shall be Owner's responsibility and not included in the Reimbursement.
 - g. *Receipts.* Owner agrees to and shall maintain accurate records of any and all cost and expense incurred for which Owner seeks to include in the Reimbursement. Owner shall provide the District an itemized written receipt for any cost and/or expense for which Owner seeks Reimbursement. Any cost or expense which is not evidenced by a written itemized receipt shall not be included in the Reimbursement and the District shall not be obligated to pay for any such cost and/or expense.
 - h. *Timing.* Owner shall have the Reconnection completed no later than **December 31, 2021**. The Reconnection is deemed complete when Owner's customer service line is completely connected to the District's water meter, all excavating and trenching is backfilled, and all landscaping activities are completed.
4. Default. Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement may be terminated by the District. As a condition precedent thereto, the District's General Manager shall give Owner ten (10) days' notice by registered, certified mail, or hand delivery of the date set for termination of this Agreement and the grounds therefor.
- a. Events of default shall be:
 - i. Failure to fulfill any condition required for Reimbursement, as provided in Section 3, including but not limited to:
 - 1. Failure to perform Reconnection;
 - 2. Failure to obtain a licensed, insured Contractor;
 - 3. Failure to submit Contractor's estimate;
 - 4. Failure to submit Reconnection plans to District;
 - 5. Failure to obtain all necessary permits for Reconnection;
 - 6. Failure to permit District's Native American Monitor access to Reconnection Project Site;
 - ~~6-7.~~ Failure to permit District's Arborist access to Reconnection Project Site;
 - ~~7-8.~~ Failure to provide any notice as provided and required herein;
 - ~~8-9.~~ Failure to arrange and obtain any necessary inspections of Reconnection by District or any other permitting body;

~~9,10.~~ Failure to maintain accurate records of costs and expenses incurred by Owner to perform Reconnection;

~~10,11.~~ Failure to submit receipts to District for any costs or expenses for which Owner seeks Reimbursement;

~~11,12.~~ Failure of Owner to submit any change in plans or project design to District; and/or

~~12,13.~~ Failure to complete Reconnection by December 31, 2021.

- b. In the event of default, Owner forfeits their claim to full Reimbursement. However, the District may issue partial Reimbursement to Owner for any cost and expense Owner incurs to perform the Reconnection that satisfy the conditions of this Reimbursement Agreement.

5. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Owner and each of their respective agents, contractors, successors, and assigns, shall defend, hold harmless, release, discharge, and do hereby indemnify the District, its officers, directors, agents, employees, representatives, successors and assigns, from and against any and all claims, damages, losses, liabilities, causes of action, and expenses of any nature whatsoever, including, but not limited to, attorneys' fees, which arise out of, relate to, or result from the work performed on the Reconnection or any act, conduct, omission, negligence, misconduct or unlawful act of Owner and any of Owner's respective agents, contractors, successors, and assigns.

6. **Legal Fees.** In the event of any controversy, claim or dispute relating to this instrument, or the breach thereof, the prevailing party in any proceeding to resolve such action or dispute shall be entitled to have and recover from the other party or parties all costs and expenses, including but limited to attorneys' fees, incurred in such proceedings and in the collection of any judgment rendered as a result of such proceedings.

7. **Notices.** All notices provided for in this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class, registered or certified mail, postage prepaid and addressed as follows:

If to District:

Casitas Municipal Water District
Attn: Michael Flood
1055 N. Ventura Avenue
Oak View, CA 93022

With a copy to:

Arnold LaRochelle Mathews VanConas & Zirbel LLP
Attn: John Mathews, General Counsel
300 E. Esplanade Drive, Suite 2100

Oxnard, CA 93036

If to Owner:

[ADDRESS]

8. **Entire Agreement and Amendment.** This Agreement, together with all documents and exhibits referred to herein, contains all of the agreements of the Parties with respect to the matters contained herein, and no other prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto, or their respective successors-in-interest, and by no other means. Each Party waives their right to claim, contest or assert that this Agreement was modified, cancelled, superseded, or changed by oral agreement, course of conduct, waiver or estoppel.
9. **Governing Law.** It is agreed by and between the parties that the substantive laws of the State of California shall govern the validity and interpretation of this Agreement and the performance of the parties under this Agreement. The parties agree that should litigation arising from this Supply Agreement be commenced, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.
10. **Signatures.** The individuals executing this Agreement represent and warrant (i) that this Agreement has been duly authorized, executed, and delivered, and constitutes a legal, valid, and binding conveyance in accordance with its terms; and (ii) that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement and that no other consents, orders, or approvals are required in connection therewith.
11. **Severability.** The provisions of this Agreement are severable. In the event any provision of this Agreement is held to be invalid or unenforceable by a court or governmental agency, such provision shall be ineffective only to the extent of such invalidity, without affecting the remainder of such provision or the remaining provisions of this Agreement, which shall continue in full force and effect.
12. **Headings.** Any paragraph headings contained in this Agreement are for convenience and reference purpose only and shall under no circumstances affect the meaning or interpretation of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

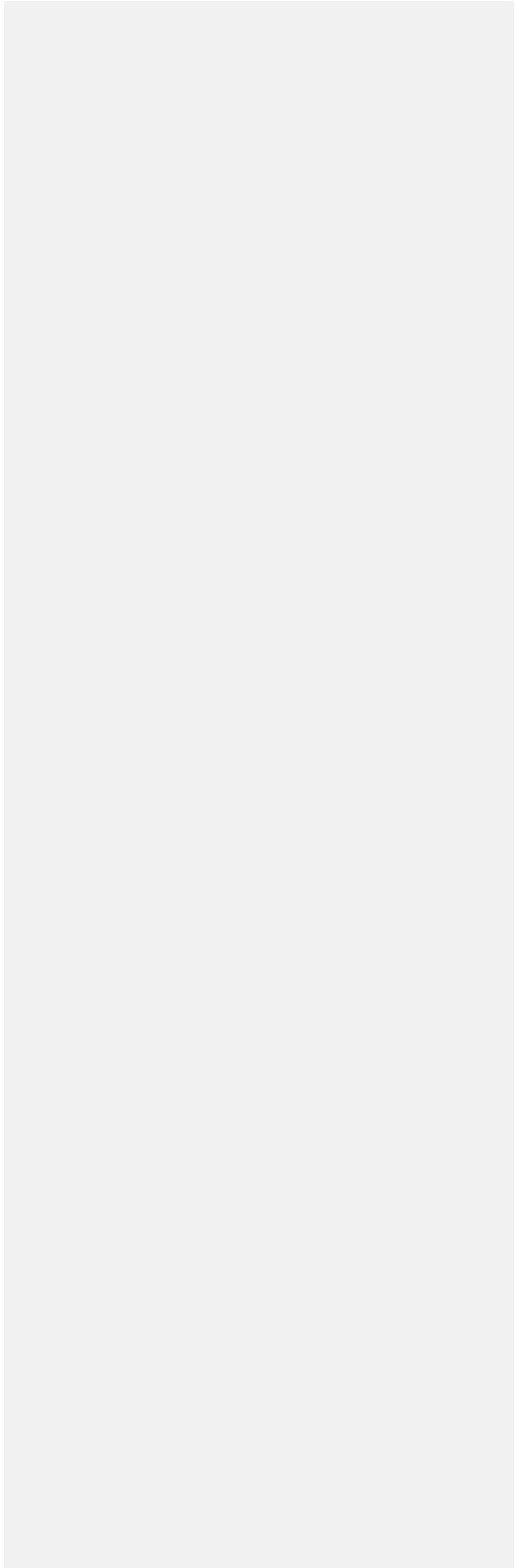
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Casitas Municipal Water District,

By: _____
[Name, Title]

[OWNER],

By: _____
[Name, Title]



**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: MONTHLY ENGINEERING STATUS REPORT
DATE: 1/27/2021

RECOMMENDATION:

The Board receive and file the Monthly Engineering Project Status Report for January 2021.

DISCUSSION:

The status of Water Security and Infrastructure Improvements projects for January 2021 is provided below and in the attachment.

Project	Anticipated Committee / Date	Anticipated Board Date / Action
WATER SECURITY PROJECTS		
Comprehensive Water Resources Plan	TBD	TBD – 1/29/21?
<ul style="list-style-type: none"> • Special Board meeting held 1/15/21 to discuss hydrology modelling approach and policy decisions • Upcoming Board meetings to be held to reach consensus on approach and policy decisions 		
Casitas-Ventura State Water Project Interconnection	TBD	TBD
<ul style="list-style-type: none"> • Draft Preliminary Design Report review on hold 		
Ojai Wellfield Rehabilitation/Replacement	TBD	TBD
<ul style="list-style-type: none"> • Mutual Well #7 well equipping and site work design nearing 60% • San Antonio Well #3 well equipping complete • Gorham Well equipping complete 		
Horizontal Bore (HOB0)/Deep Vertical Test Bore	TBD	TBD
<ul style="list-style-type: none"> • Pursuing FS-299 permit with USFS 		
Ventura-Santa Barbara Counties Intertie	TBD	2/10/21
<ul style="list-style-type: none"> • SRF ASADRA loan application accepted by SWRCB; project must be completed within three years. • To meet schedule, design and environmental compliance must be complete by end of 2021. • CEQA and Federal environmental compliance underway 		

Project	Anticipated Committee / Date	Anticipated Board Date / Action
Robles Diversion Fish Screen Prototype Testing	TBD	TBD
<ul style="list-style-type: none"> Coordinating installation of horizontal wedge-wire screens with USBR/NMFS Critical spares (sheaves, motor) to be ordered pending O&M feedback Reviewing Robles Alternatives Study as part of Matilija Dam working group 		
INFRASTRUCTURE IMPROVEMENTS		
Ojai Water System Improvements	TBD	1/27/21 Review West Ojai Meter Relocations Evaluation 2/10/21 Award contract for Grand Avenue/Lion Street Replacement
<ul style="list-style-type: none"> West Ojai Pipeline Replacement Meter Relocation Evaluation Report to be reviewed with Board Grand Avenue and Lion Street Pipeline Replacement bids received and under review West Ojai Pipeline Replacement construction to start 2/1/21 West and East Ojai Avenue Pipeline Replacement 100% submittal received and under review; Caltrans permit application underway Running Ridge Zone Improvements 95% design under review Mutual Wellfield Piping Improvements on hold Ojai Water System and Casitas System Integration Evaluation underway 		
Rincon Pump Plant Electrical Upgrade	TBD	TBD
<ul style="list-style-type: none"> Coordinating with SCE for installation of transformer; anticipating mid- to late February 		
De La Garrigue Road Bridge	TBD	
<ul style="list-style-type: none"> Construction complete; final change order approved but not signed by contractor 		
Asphalt Paving	TBD	TBD
<ul style="list-style-type: none"> Patch list #6 underway 		
Rincon Main (Ayers Creek Crossing) Pipeline Replacement	TBD	TBD
<ul style="list-style-type: none"> Environmental mitigation (willow staking) to be performed after a couple rainstorms Received APWA Ventura County Project of the Year – Emergency award 		
Rincon 2(M) Main Replacement Alternatives Study and Preliminary Design Report	TBD	TBD
<ul style="list-style-type: none"> Kick-off meeting and site visit held 11/30 Draft Tech Memo expected mid-January 		
Casitas Dam Hollow Jet Valve Replacement	TBD	TBD
<ul style="list-style-type: none"> Final concept report received from USBR and under review 		

Attachment: Monthly Status Report
 FY20-21 Patch List #6

★ Indicates Change

25% | 50% | 75% | 100%

Casitas Water System
Ojai Water System
Lake Casitas Recreation Area

CONSULTANT SELECTION	PLANNING	DESIGN	BIDDING	CONSTRUCTION
	<p>Casitas-Ventura SYP Interconnection Preliminary Design</p>	<p>Ventura-Santa Barbara Counties Intertie</p>		
	<p>Robles Facility Gantry Crane</p>	<p>MWWTP Pipeline Condition Assessment</p> <p>Emergency Generators Rincón, Avenue 1 and Avenue 2 Pump Plants</p> <p>MWWTP Water Quality Improvements</p> <p>Casitas System Master Plan</p> <p>Casitas Dam Hollow Jet Valve Replacement</p> <p>Rincón 2(M) Pipeline Replacement ★</p> <p>LCRA Sewer Implementation Plan</p>	<p>Residual Management System</p> <p>Camp Chaffee Pipelines, Santa Ana Bridge Replacement</p> <p>Ojai East Reservoir Recasting</p> <p>Grand East Ojai Avenue Pipeline</p> <p>Running Ridge Zone Hydraulic Improvements</p> <p>Mutual Wellfield and Grand Ave Pipeline Improvements</p> <p>Ojai Water System Wellfield VFD Design</p> <p>MWWTP and San Antonio Wellfield Building Improvements</p>	<p>Rincon Pump Plant Electrical Upgrade</p> <p>West Ojai Pipeline Replacement ★</p> <p>FY 20-21 Asphalt Paving</p> <p>FY20-21 Asphalt Paving ★</p>
			<p>Grand Ave & Lion St Pipeline ★</p> <p>Diesel Tank Pad Design ★</p>	
				<p>Boat Inspection Facility ★</p>

Water Security

Infrastructure Improvements



CASITAS MUNICIPAL WATER DISTRICT
 PATCHLIST 6 REVISED 1-14-21

Item #	Address	Nearest Cross Street	Patch List Zone (Exhibit B)	Governing Agency	LATEST PAVEMENT PROJECT	Patch Size	Patch Area (Sq. Feet)	Required 1-Ft (12") Grinding All Around Patch with 1 1/2" (38mm) Thick	# of Patches	Thickness (Inches)
1	GRAND AVE (INTERSECTION)	FORDYCE	OJAI	COUNTY	2009	5FTX15FT 8FTX12FT	103.00	88.00	2	6
2	GRAND AVE (INTERSECTION)	FORDYCE	OJAI	COUNTY	2009	VALVE BOX				
3	RINCON BEACH PARK	PCH	VENTURA	PRIVATE	?	8FTX17FT	136.00	54.00	1	3
4	712 COUNTY CLUB DR.	OJAI AVE	OJAI	CITY	?	2FTX4FT	8.00	16.00	1	3
5	CUYAMA RD (INTERSECTION)	RANCHO DR	OJAI	CITY	?	8FTX13FT 5FTX10FT	154.00	70.00	2	3
6	1121 GOLDEN WEST	ROBIN ST	OJAI	CITY	2015	2FTX4FT 2FTX6FT	20.00	36.00	2	3
7	708 N. MONTGOMERY	GRAND AVE	OJAI	CITY	2019	2FTX3FT	6.00	14.00	1	3
8	FORDYCE	GRAND AVE	OJAI	COUNTY	2009	9FTX13FT	117.00	48.00	1	6
9	407 PARK RD	GRAND AVE	OJAI	CITY	2014	4.5FTX5FT SIDEWALK			1	4
10	1209 N. PARK	PLEASANT AVE	OJAI	CITY	?	6FTX11FT	66	38.00	1	3
									Approximate Tonnage	19.0

WATER SUPPLY AGENCY PARTNERSHIP

Proposal

Establish a Water Supply Agency Partnership between Casitas Municipal Water District (CMWD), Meiners Oaks Water District (MOWD), Ventura River Water District (VRWD), and Ventura Water; and publicize it was part of CMWD's proposed Strategic Communications Workplan.

Background

Pre COVID-19, the three local general managers (Steve Wickstrom, Mike Hollebrands, and Bert Rapp) had productive informal discussions during lunches three to four times annually, the impetus typically coming from VRWD. Following retirement of Mr. Wickstrom, very few meetings took place and with COVID-19, there have been no similar informal talks.

A Ojai Ventura Water Agency Partnership was started by Supervisor Bennett in November 2017 to coordinate water supply planning activities and to enhance collaboration on local projects with goal of obtaining grant funding. Invitees included the above agencies, Ventura Water, City of Ojai, GSAs from Ojai and Upper Ventura River groundwater basins, Ojai Water Conservation District, Sierra Watershed Progressive, and Assembly member Monique Limon. The group met several times annually and the last meeting was on May 8, 2020. The membership, number of participants, meeting location and structure didn't allow informal talks between water supply agencies. This proposal would avoid those shortcomings and enhance policy level dialogue.

There is a public expectation that water supply agencies cooperate to solve our common community water issues. This is not occurring. The proposed Water Supply Agency Partnership would solve that.

CMWD Strategic Communications Plan

This Plan emphasizes community partnerships to build support for a potential bond issue for the 2021 election. It is proposed that an element be added to Plan to publicize the Water Supply Agency Partnership.

Water Supply Agency Partnership

Concept is to have regular meetings between one Director each from CMWD, MOWD, and VRWD and the Ventura Water general manager. Meetings could be bi-monthly or quarterly. Discussions would be informal but meeting highlights would be presented at regular Board meetings of the participating agencies. Details to be added as proposal moves forward.

The Partnership would establish a successful communication channel to avoid issues such as the litigation we all face today and foster collaboration on a variety of other topics.

Prepared by: Bruce Kuebler, Director Ventura River Water District

1-13-2021

To: Mike Flood, G.M.
Casitas Municipal Water District

From: Mike Hollebrands, G.M.
Meiners Oaks Water District

Subject: Water Agency Meeting Group

A few years ago, Supervisor Steve Bennett began hosting meetings of water agency representatives from Ojai and Ventura in the opuses of collaboration. The group was referred to as the "Ojai-Ventura Water Agency Partnership," which met every month to foster communication and cooperation between agencies. Attendees often included at the time, Mike Flood as Assistant G.M., Steve Wickstrum, and Russ Baggerly, representatives from the City of Ojai, City of Ventura Water, and a State Representative to name a few. We at Meiners Oaks Water District found those meetings to be especially informative and useful, particularly regarding the possibility of importing State water.

Now that Mr. Bennett has left the Ventura County Board of Supervisors, we would like to see the group meetings continue somehow. We would support the idea of Casitas Municipal Water District acting as a sponsor/host of these meetings. In early meetings, the group could deliberate on how to schedule and conduct its efforts. For example, to ease the workload on CMWD, the preparation of an agenda could be rotated among the participants.

We would be very interested in participating and helping in any way we can. Thank you for your consideration.

Mike Hollebrands
General Manager,
Meiners Oaks Water District