



Board of Directors
Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

AGENDA
REGULAR BOARD MEETING

Wednesday, January 12, 2022, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

Meeting attendees should be aware that the meetings of the Board are, as required by law, open to the public and the District has very limited powers to regulate who attends Board meetings. Therefore, attendees must exercise their own judgement with respect to protecting themselves from exposure to COVID-19, as the District cannot ensure that all attendees at public meetings will be free from COVID-19.

BOARD MATTERS

*Normally, Action (Motion) Items will be considered and acted upon separately; Consent Items will be considered and acted upon collectively, although a Consent Item may be considered and acted upon separately; and Information Items will be considered separately without action.
The Board of Directors in its discretion may change the order of agenda items.*

1. FIRST OPEN SESSION 12:00 P.M.

Items to be discussed in Executive (Closed) Session will be announced.

1.1 Public Comments
Information Item

Members of the public may address the Board on any matter on the Closed Session agenda or on any non-agenda item within the jurisdiction of the Board. All comments are subject to a five-minute time limit. Virtual participants, please use “raise hand” option in “participants” menu.

1.2 EXECUTIVE (CLOSED) SESSION 12:05 P.M.

The Board will discuss matters outlined in the attached Executive (Closed) Session Agenda (Exhibit A).

2. SECOND OPEN SESSION AND CALL TO ORDER 1:00 P.M.

2.1 Pledge of Allegiance

2.2 Public Comment
Information Item

Members of the public may address the Board on any item on the Consent Calendar or on any non-agenda item within the jurisdiction of the Board. No action will be taken by the Board on any non-agenda item. All comments are subject to a five-minute time limit.

2.3 Approval of Agenda
Motion

**2.4 Oral Report Regarding Executive (Closed) Session
Information Item**

Presented by District Legal Counsel David D. Boyer.

**2.5 Board Members' Activities Report
Information Item**

The Board will receive and file information regarding meeting participation provided by each of the Board Members through Monthly Activities (aka per diem) Reports.

**2.6 General Manager's Report
Information Item**

The General Manager will present information on his activities of possible interest to the Board and that may have consequence to the District.

**2.7 Election of Officers
Motion**

The Board will accept nominations and elect officers for 2022.

**2.8 Staff Service Awards for 2021
Ceremonial Item**

The Board will present service awards to:

Karina Calderon – 5 years

Julian Meraz – 5 years

Zachary Plummer – 5 years

Chris Hendricks – 10 years

Jeff Lowe – 10 years

Brian Collins – 15 years

Clayton Strahan – 15 years

Dan Detmer – 25 years

John Carman – 35 years

3. CONSENT CALENDAR: All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

**A. Approval of Minutes
Motion**

Approval of the Minutes for the Regular Board Meeting of December 8, 2021.

**B. Groundwater Basin Status Reports
Information Item**

Receive and file Monthly Hydrologic Conditions Report for the District.

C. Monthly Investment Report

Information Item

Report on the District's investments and the availability or restriction of these funds. All investments are in compliance with the District's investment policy, which is reviewed and approved annually by the Board.

D. Resolution 2022-02 Subsequent Finding that the Governor of California issued a Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus and local officials continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus and Authorizing remote teleconference meetings of the legislative bodies of United Water Conservation District for the period of January 13 through February 9, 2022, pursuant to Brown Act provisions

Motion

The Board will consider adopting Resolution 2022-02 continuing subsequent findings that the requisite conditions exist for remote teleconference meetings of the District's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

4. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Operations and Maintenance Department – Brian Collins

4.1 Monthly Operation and Maintenance Department Report

Information Item

Summary report on monthly activities of the Operations and Maintenance Department, including but not limited to the District's facilities (Santa Felicia Dam and hydroplant; the Piru Groundwater Recharge facility; the Freeman Diversion; the Saticoy and El Rio Groundwater Recharge facilities; the Pleasant Valley and Pumping Trough Pipeline systems; and the Oxnard Hueneme Pipeline system), encompassing operating plans, the quantity and quality of water diverted and delivered, fish ladder operations, major maintenance problems and repairs, status of Operations and Maintenance projects and safety and training issues.

Park and Recreation Department – Clayton Strahan

4.2 Monthly Park and Recreation Department Report

Information Item

Summary report on monthly activities of the Park and Recreation Department, including but not limited to the Lake Piru Recreation Area, encompassing camping and boating policies at the lake; operations and activities; financing and status of facility improvement projects; maintenance activities; security issues; and emergency response activities.

Water Resources Department – Dan Detmer

4.3 Monthly Water Resources Department Report

Information Item

Summary report on the monthly activities of the Water Resources Department including but not limited to updates to the Ventura Regional Groundwater Flow Model; brackish water treatment feasibility study; upper Santa Clara River Chloride TMDL; hydrologic and well conditions statewide and locally; available Forebay

storage; Ventura County well ordinance update; Fox Canyon GMA issues; City of Oxnard's recycled water program; potential water supply and recycled water projects, including use of United's terminal reservoirs; and various user groups (including but not limited to Oxnard Plain and Pumping Trough Pipeline groups).

4.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)

Information Item

Summary report on the monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and the Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes). Staff may also report on state-wide issues related to the implementation of the Sustainable Groundwater Management Act of 2014.

Administrative Services Department – Anthony Emmert and Josh Perez

4.5 Monthly Administrative Services Department Report – Josh Perez and Daryl Smith

Information Item

Summary report on the monthly activities of the Administration Department including but not limited to issues associated with budget development, financial performance versus budget plan, financial accounting requirements and procedures, potential debt issuance and related financial services, status of District investments and reserves, updates on its capital improvement programs, human resources and safety, District property and facilities maintenance and administration, District records and reports, groundwater extraction statements administration, risk management and District liability insurance matters, management of District contracts, policy development, governance procedures, and supporting activities of Board and staff.

Engineering Department – Dr. Maryam Bral

4.6 Monthly Engineering Department Report

Information Item

Summary report on the monthly activities of the Engineering Department, including but not limited to water resources, planning efforts and department programs impacting the District, such as project design and construction; dam safety; FERC license compliance; Freeman Diversion; recycled water; pipeline operations and various engineering analysis.

Environmental Services Department – Linda Purpus

**4.7 Monthly Environmental Services Department Report
Information Item**

Summary report on the monthly activities of the Environmental Services Department, including but not limited to environmental and regulatory issues of note to the District, water releases, operations of the fish ladder at the Freeman Diversion, various monitoring efforts, study plans and issues associated with the Endangered Species Act, including the Section 10 MSHCP process, future fish passage requirements, compliance with the District's FERC license/Biological Opinion, the Santa Felicia Dam, studies and operations in and near Piru Creek, and any interactions with Rancho Temescal and Rancho Camulos.

5. MOTION ITEMS (By Department)

Administrative Services Department – Anthony Emmert

**5.1 Memorandum of Understanding with Palmdale Water District
Motion**

The Board will consider approving a Memorandum of Understanding (MOU) with the Palmdale Water District.

**5.2 Resolution 2022-03 Adding Chief Financial Officer as Signatory to United Water Conservation District's (District) Bank of Sierra Accounts and Remove Signatories No Longer Affiliated with the District
Motion**

The Board will consider adopting Resolution 2022-03, adding United Water Conservation District's (District) new Chief Financial Officer as a signatory to the District's Bank of Sierra accounts and removing signatories that are no longer affiliated with the District.

Engineering Department – Dr. Maryam Bral

**5.3 Authorize the General Manager to Approve Proposed Change Orders in response to adjusted Material and Equipment Costs related to the Buy American Act compliance for the Iron and Manganese Removal Project
Motion**

The Board will consider authorizing the General Manager to approve change orders proposed by GSE Construction in response to the 2021 Defense Community Infrastructure Program grant special conditions, regarding compliance with the Buy American Act for the Iron and Manganese Removal Project resulting in contract cost increase up to one million dollars.

5.4 Contract with Northwest Hydraulic Consultants for the Freeman Diversion Hardened Ramp Physical Modeling Support

Motion

The Board will consider awarding a consulting engineering contract to Northwest Hydraulic Consultants, in the amount of \$341,254 and authorize the General Manager to execute the contract with Northwest Hydraulic Consultants for providing engineering services in support of the hardened ramp physical model.

5.5 Designating authorization to the District's General Manager to Execute a Modified Utility Easement Deed Related to the PTP Metering Improvement Project for Select Properties

Motion

The Board will consider authorizing the General Manager to serve as its agent for the execution and acceptance of a modified utility easement deed for select properties related to the District's Pumping Trough Pipeline Metering Improvement project. The Board previously authorized the General Manager to execute and accept utility easement deeds under Resolution 2020-22 (November 2020).

Park and Recreation Department – Clayton Strahan

5.6 Approval of Licensing Agreement between United Water Conservation District and Tommy's Boats, LLC for the Operation of the Marina and Boat Rental Services at the Lake Piru Recreation Area

Motion

The Board will consideration authorizing the General Manager to execute a licensing agreement with Tommy's Boats LLC, for the purpose of operating the Marina and providing boat rental services at the Lake Piru Recreation Area.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

8. ADJOURNMENT

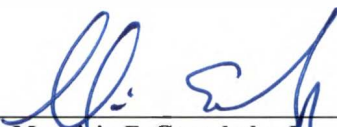
The Board will adjourn to the **Regular Board Meeting scheduled for Wednesday, February 9, 2022** or call of the President.

All testimony given before the Board of Directors is recorded. Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at the District's offices at 1701 N. Lombard Street, Suite 200, Oxnard CA 93030 during normal business hours.

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda materials in an alternative format, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

UWCD Board of Directors Meeting Agenda
January 12, 2022
Page 7

Approved: _____


Mauricio E. Guardado, Jr. – General Manager

Posted: (date) January 7, 2022

(time) 3p.m.

(attest) *Kris Sofley*

At: United Water Conservation District Headquarters, 1701 N. Lombard Street, Oxnard CA 93030

Posted: (date) January 7, 2022

(time) 3:15p.m.

(attest) *Kris Sofley*

At: www.unitedwater.org

EXHIBIT A
EXECUTIVE (CLOSED) SESSION AGENDA

1. LITIGATION

1.1 Conference with Legal Counsel-Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2), two (2) case.

1.2 Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9 (d)(1)

- A. City of San Buenaventura v. United Water Conservation District, et al, Santa Barbara County Superior Court Case No. 19CV06168, pending before the Court of Appeal of the State of California, Second Appellate District, Division 6, Court of Appeal No. B312471.
- B. Wishtoyo Foundation, et al v. United Water Conservation District, U.S. District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx).
- C. Josey Hollis Dorsey, a minor, through his guardian ad litem Ryan Dorsey; and The Estate of Naya Rivera, through its personal representative, Justin Stiegemeier, v. County of Ventura, a California public entity; United Water Conservation District, a California public entity; and Parks and Recreation Management, d/b/a Parks Management Company, a California corporation; and Does 1-20, inclusive, Superior Court of the State of California for the County of Ventura Case No. 56-2020-00547077-CU-PO-VTA.
- D. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; Complaint for Comprehensive Groundwater Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, Et Seq. of the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition for Writs of Mandate.
- E. In re Sun Cress Distributors, Inc., United States Bankruptcy Court, Central District of California, Northern Division Case No.9:21-bk-11023-MB.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Kris Sofley, Clerk of the Board

Date: December 23, 2021 (January 12, 2022 Meeting)

Agenda Item: 2.5 Board Members' Activities Reports
Information Item

Staff Recommendation:

The Board will receive and file information regarding meeting participation provided by each of the Board of Directors through Monthly Activities (aka per diem) Reports.

Discussion:

This item is provided on the agenda of each regular District Board of Directors meeting in order to allow Directors to report on non-agenda activities such as:

1. UWCD Committee participation – Committee Chair to report on Committee's objectives and actions to Board.
2. Meetings, workshops, conferences and functions attended during the previous month on behalf of the District.
3. Possible conflicts that Directors might have with respect to issues on the Agenda.

Attachments: A – Directors' Monthly Activities Reports (per diem)
B - 2021 Calendar of District's Standing Committee and Outside Agency meetings

Board of Directors
Activities and Expenses for Month December **Year** 2021

Due on last day of month

Director: Berger, Sheldon

1. UWCD Board Meetings Regular, special or emergency meetings.			Date 12/8	Mileage 20
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Recreation	12/1	20
		Finance	12/7	20
3. Meeting with GM or District Legal Counsel (LC)		W/ GM or LC	Meeting Description & Location	Date
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		AWA	12/9	-
		AWA	12/14	60
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month Decmeber Year 2021

Due on last day of month

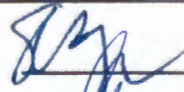
9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

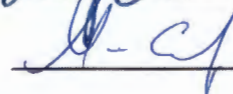
This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	120	x \$0.56/mile	\$ 67.20
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,302.20

Director Signature



Date: 1-4-22

General Manager Signature



Date: 1/4/22

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month December Year 2021

Due on last day of month

Director: Bruce Dandy

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			12/8/21	8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Finance	12/7/21	8
3. Meeting with GM or District Legal Counsel (LC)		W/ GM or LC	Meeting Description & Location	Date
			Dr. Mathis	12/18/21
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		ACWA	12/1/21	
		ACWA	12/2/21	
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month December Year 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	2
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel	2	x \$100.00/day	200.00
Total # of miles	16	x \$0.56/mile	\$ 8.96
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,443.96

Director Signature

D. Dandy

Date: 1/1/22

General Manager Signature

Mc. Cuf

Date: 1/4/22

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month 12 Year 21

Due on last day of month

Director: Mohammed A. Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			12-8	12
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC GM	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		AWA corporate	12-14	53
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		ACWA Annual fall	12-1	
		ACWA Annual fall	12-2	87
		Mound Basin	12-18	
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month 12 **Year** 21

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	2
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

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Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel	2	x \$100.00/day	200.00
Total # of miles	152	x \$0.56/mile	\$ 85.12
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,520.12

Director Signature

Muhammed Hassan Date: 12/31/21

General Manager Signature

Ali Sy Date: 1/4/22

Definitions

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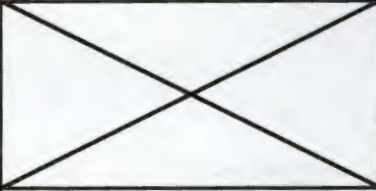
BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month December **Year** 2021

Due on last day of month

Director: Lynn E. Maulhardt

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			Dec 8	3.8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Engineering & Operations	Dec 2	3.8
		Water Resources	Dec 6	3.8
		Finance	Dec 7	3.8
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		AWA VC Year End Event	Dec 14	40
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month December **Year** 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

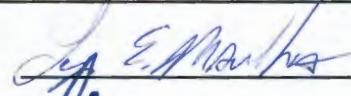

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

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Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	55.2	x \$0.56/mile	\$ 30.91
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,265.91

Director Signature

General Manager Signature

 Date: 1/6/22
 Date: 1/6/22

Definitions

BoD: Board of Directors

BP: Board President

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Board of Directors
Activities and Expenses for Month December **Year** 2021

Due on last day of month

Director: Edwin T. McFadden III

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			12/08/21	40
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Recreation Committee	12/01/21	40
		Engineering and Operations Com.	12/02/21	40
		Water Resources Com.	12/06/21	40
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
		FPBGSA BOD	12/16/21	0
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month November **Year** 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

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**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	160	x \$0.56/mile	\$ 89.60
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,324.60

Director Signature

Edwin T. McCall III

Date: 1/5/22

General Manager Signature

[Signature]

Date: 1/6/22

Definitions

BoD: Board of Directors


BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month December **Year** 2021

Due on last day of month

Director: Michael W. Mobley

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			12/8	26.0
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Engineering & Operations Committee	12/2	26.0
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
		Board Meeting Prep with GM	12/7	26.0
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		Returning From ACWA Fall Conference	12/2	78.0
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		FCGMA Special Board Meeting	12/10	19.6
		Mound Basin GSA Board Mtg.	12/16	0.0
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

n/a meeting reimbursement

Board of Directors
Per Diem and Expenses for Month December **Year** 2021

Due on last day of month

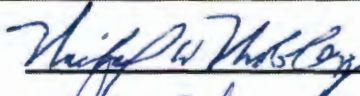
9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	1
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

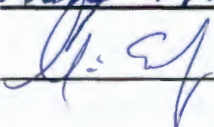
* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel	1	x \$100.00/day	100.00
Total # of miles	175.6	x \$0.56/mile	\$ 98.34
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,433.34

Director Signature

 Date: 1/3/2022

General Manager Signature

 Date: 1/6/22

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month December **Year** 2021

Due on last day of month

Director: Daniel C. Naumann

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			Dec 8	12
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Water Resources	Dec 6	12
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
	GM	Prep meeting for FCGMA Special Board Meeting	Dec 7	12
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		ACWA	Dec 1	n/a
		ACWA	Dec 2	n/a
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		Fox Canyon GMA Special Board Meeting	Dec 10	25.6
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
		AWA VC Year End Event	Dec 14	39.6
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month December **Year** 2021

Due on last day of month


9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	2
Lodging*	\$
Meals*	\$ 34.00
Transportation*	\$
Misc.*	\$ 58.27

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	7	x \$237./per month	\$ 1,659.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel	2	x \$100.00/day	200.00
Total # of miles	101.2	x \$0.56/mile	\$ 56.67
Total other expenses			\$ 92.27
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,057.94

Director Signature

 Date: 1-4-2022

General Manager Signature

 Date: 1/4

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Breakfast

Mar 36 159
Walnut St
103

Server: Billy R
K #1
11/30/21 7:33 AM

	\$4.50
	\$3.95
	\$5.50
App'l wood Bacon	\$12.95
Just Eggs w/ Meat	
Subtotal	\$26.90
Tax	\$2.75
Total	\$29.65

Tip \$ - 4.35
Total \$ 34.00
ACWA -

Lunch meeting

GMb **twenty88** *Gow West*
Agenda Review (805) 388-2088 **FCGNA**

Server: Pablo M
Check #15
Ordered: 08/05/21 12:22 PM
Table 26

ICED TEA	\$3.00
DIEI	\$3.00
BONNATA SALAD	\$14.00
ADD Grilled Chicken	\$6.00
BOSTON STEAK SALAD	\$19.00
Subtotal	\$45.00
Tax	\$3.27
Total	\$48.27

1:50 PM CASH
Cash Tendered \$48.27

Tip \$10.00
Total 58.27

Suggested Tip:
18%: (Tip \$8.69 Total \$56.96)
20%: (Tip \$9.65 Total \$57.92)
22%: (Tip \$10.62 Total \$58.89)

Tip percentages are based on the check price after taxes.

"THANK YOU FOR YOUR SUPPORT"



United Water

CONSERVATION DISTRICT

2022 UWCD Standing Committee and Outside Agencies Meeting Dates

JANUARY 04- Water Resources (9am-)

05- Recreation (9am)

05 Special UWCD Board Meeting (10am)

06- Engineering and Operations (9am)

11- Finance and Audit (9am)

12- Board Meeting (12noon)

19- CoLAB VC WHEEL (1pm)

20- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

26- Fox Canyon GMA (1:30pm)

FEBRUARY: 01- Water Resources (9am)

02- Recreation (9am)

03- Engineering and Operations (9am)

08- Finance and Audit (9am)

09- Board Meeting (12noon)

16- CoLAB VC WHEEL (1pm)

17- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

23- Fox Canyon GMA (1:30pm)

MARCH: 01- Water Resources (9am)

02- Recreation (9am)

03- Engineering and Operations (9am)

08- Finance and Audit (9am)

09- Board Meeting (12noon)

16- CoLAB VC WHEEL (1pm)

17- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

23- Fox Canyon GMA (1:30pm)

APRIL: 05- Water Resources (9am)

06- Recreation (9am)

07- Engineering and Operations (9am)

12- Finance and Audit (9am)

13- Board Meeting (12noon)

20- CoLAB VC WHEEL (1pm)

21- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

27- Fox Canyon GMA (1:30pm)

MAY: 03 - Water Resources (9am)

04- Recreation (9am)

05- Engineering and Operations (9am)

10- Finance and Audit (9am)

11- Board Meeting (12noon)

18- CoLAB VC WHEEL (1pm)

19- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

25- Fox Canyon GMA (1:30pm)

31 – Water Resources* (9am)

JUNE: 01- Recreation (9am)

02- Engineering and Operations (9am)

07- Finance and Audit (9am)

08- Board Meeting (12noon)

15- CoLAB VC WHEEL (1pm)

16- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

22- Fox Canyon GMA (1:30pm)

JULY: 05- Water Resources (9am)

06- Recreation (9am)

07 - Engineering and Operations (9am)

12- Finance and Audit (9am)

13- Board Meeting (12noon)

20- CoLAB VC WHEEL (1pm)

21- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

27- Fox Canyon GMA (1:30pm)

AUGUST – 17- CoLAB VC WHEEL (1pm)

18- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

24- Fox Canyon GMA (1:30pm)

SEPTEMBER: 01- Engineering and Operations (9am)

06- Water Resources (9am)

07- Recreation (9am)

13- Finance and Audit (9am)

14- Board Meeting (12noon)

15- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

21- CoLAB VC WHEEL (1pm)

28- Fox Canyon GMA (1:30pm)

OCTOBER: 04- Water Resources (9am)

05- Recreation (9am)

06- Engineering and Operations (9am)

11- Finance and Audit (9am)

12- Board Meeting (12noon)

19- CoLAB VC WHEEL (1pm)

20- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

26- Fox Canyon GMA (1:30pm)

NOVEMBER: 01 - Water Resources (9am)

02- Recreation (9am)

03- Engineering and Operations (9am)

08- Finance and Audit (9am)

09- Board Meeting (12noon)

16- CoLAB VC WHEEL (1pm)

17- Mound Basin GSA (1pm)/Fillmore and Piru Basin GSA (5pm)

DECEMBER: 01- Engineering and Operations (9am)

06 – Water Resources (9am -)

07- Recreation (9am)

Fox Canyon GMA (1:30pm)

13- Finance and Audit (9am)

14- Board Meeting (12noon)

15 -Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

21- CoLAB VC WHEEL (1pm)

*scheduled to prevent dual meetings on the same day



Staff Report UWCD UWCD

To: Board of Directors

From: Mauricio E. Guardado, Jr., General Manager

Date: December 23, 2021 (January 12, 2022 meeting)

Agenda Item: 2.6 General Manager's Report
Information Item

Staff Recommendation:

The General Manager will present information on his activities of possible interest to the Board and that may have consequences to the District.

Discussion:

The General Manager's primary responsibility is to ensure that the policies and directions of the Board of Directors are adhered to as he oversees and manages the efforts of the department managers and their staff in the day-to-day operation and administration of the District. All of these efforts are to be consistent with the District's Mission Statement and within the fiscal constraints set by the Board of Directors.

The District's managers provide detailed monthly updates to the Board of Directors which outline projects' statuses, accomplishments, issues of concern, projects planning, etc. The monthly General Manager's report provides an opportunity for the General Manager to discuss issues that may impact the efforts of the separate departments as they pursue their defined goals and objectives. The report also provides the Board with information on the District's efforts and involvement in local, regional and state-wide issues.

Finally, the monthly General Manager's report offers the Board of Directors an overview of how their policies and directions are being administered through discussion of the work plan and efforts of the General Manager.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Kris Sofley, Executive Assistant/Clerk of the Board

Date: December 23, 2021 (January 12, 2022 meeting)

Agenda Item: 2.7 Election of Officers
Motion

Staff Recommendation:

The Board will accept nominations and elect officers for 2022.

Discussion:

The Board's Policies and Procedures establishes January as the month for annual election of officers. Traditionally, the Board has taken nominations for the offices of President, Vice President and Secretary/Treasurer of the Board and has voted and announced the results of the election immediately following the close of nominations for each position.

In accordance with the Policies and Procedures, no Director may serve for more than two consecutive one-year terms in any one of the three Board offices. President Michael W. Mobley, Vice President Bruce E. Dandy and Secretary/Treasurer Sheldon G. Berger have each served in their current posts for two years. Consequently, all three Board offices must be filled by new Directors.

The Board's Policies and Procedures also fix the regular February Board meeting as the time the Board President makes committee assignments and assignments of District representatives to outside organizations for the year. As the District's Standing Committees may be reorganized for the year ahead, any Director who wishes to state a preference for committee assignments should inform the Board President or staff before the February meeting. A 2021 committee roster is attached. The Board President may only serve on the Executive Committee. No action on committee assignments will be made at the January 12, 2022 Board Meeting.

Fiscal Impact

There is no fiscal impact for this motion.

Attachments: A – 2021 Roster of Revised Standing Committees and Appointments as Representatives to Outside Agencies



2021 ROSTER OF COMMITTEES

STANDING COMMITTEES

EXECUTIVE COMMITTEE: [GM] Overall responsibility
for Governance Issues and HR/Personnel policies

President: Michael W. Mobley

Vice President: Bruce E. Dandy

Sec./Treasurer: Sheldon G. Berger

Meets as appropriate

ENGINEERING & OPERATIONS COMMITTEE:

[AGM, Chief Engineer, Operations & Maintenance
Manager] Projects, Operations, Permits, Planning, Equipment, Dam
Safety, Facilities

Chair: 1 Lynn E. Maulhardt

2 Edwin T. McFadden III

3 Daniel C. Naumann

Meets 1st Thursday of the Month

FINANCE & ADMINISTRATION COMMITTEE:

[AGM, CFO] Budgets, Rates, Audit, Appropriations, and Grant
Administration; HR/ Risk Management and IT

Chair: 1 Sheldon G. Berger

2 Bruce E. Dandy

3 Lynn E. Maulhardt

Meets 2nd Tuesday of the Month

LEGISLATIVE & OUTREACH COMMITTEE

[GM/CoB] Legislative Policy, Bond/Grant Development, Media
Relations, Stakeholder Engagement

Chair: 1 Bruce E. Dandy

2 Mohammed A. Hasan

3 Sheldon G. Berger

Meets 1st Monday of each new Quarter

RECREATION COMMITTEE [Chief Park Ranger]

Lake Piru Recreation Area, Park Ranger Staff, Concessionaire

Chair: 1. Sheldon G. Berger

2. Mohammed A. Hasan

3. Edwin T. McFadden III

Meets 1st Wednesday of the Month

WATER RESOURCES COMMITTEE: [Chief

Engineer] Groundwater, Surface Water, Water Quality and Modeling,
Overdraft, Seawater Intrusion, Replenishment, FCGMA, GSAs

Chair: 1 Edwin T. McFadden III

2 Daniel C. Naumann

3 Lynn E. Maulhardt

Meets 1st Tuesday of the Month

UWCD REPRESENTATIVES

ACWA JPIA BOARD OF DIRECTORS

Bruce E. Dandy

Alternate: Mauricio E. Guardado Jr

COALITION OF LABOR, AGRICULTURE AND BUSINESS OF VENTURA COUNTY (CoLAB)

Mauricio E. Guardado, Jr.

Anthony Emmert

Dan Detmer

FILLMORE AND PIRU BASINS GSA

Edwin T. McFadden III

FOX CANYON GROUNDWATER MANAGEMENT AGENCY

Michael W. Mobley

Alternate: Daniel C. Naumann

MOUND BASIN GSA

Michael W. Mobley

Alternate: Mohammed A. Hasan

OXNARD CHAMBER WATER COMMITTEE

Bruce E. Dandy

Alternate: Daniel C. Naumann

VENTURA COUNTY AWA BOARD OF DIRECTORS

Sheldon G. Berger

Alternate: Daniel C. Naumann

VENTURA COUNTY AWA WATER ISSUES COMMITTEE

Mohammed A. Hasan

Alternate: Bruce E. Dandy

VENTURA COUNTY SPECIAL DISTRICTS ASSOCIATION

Bruce E. Dandy

Alternate: Daniel C. Naumann

VENTURA WATER COMMISSION

Michael W. Mobley

Alternate: Mohammed A. Hasan



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Josh Perez, Human Resources Manager

Date: December 23, 2021 (January 12, 2022 meeting)

Agenda Item: 2.8 Staff Service Awards for 2021
Ceremonial item

Staff Recommendation:

Present service awards to staff for service through the end of 2021.

Discussion:

The following staff members have earned longevity of service awards in the past year:

5 Years

Karina Calderon, Accountant I
Julian Meraz, Facilities Maintenance Worker II
Zachary Plummer, Senior Technology Systems Specialist

10 Years

Chris Hendricks, Lead Recharge O&M Worker
Jeff Lowe, Recharge O&M Worker I

15 Years

Brian Collins, Chief Operations Officer
Clayton Strahan, Chief Park Ranger

25 Years

Dan Detmer, Water Resources Manager

35 Years

John Carman, Chief Water Treatment Operator



Board of Directors
Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
REGULAR BOARD MEETING
Wednesday, December 8, 2021, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

DIRECTORS IN ATTENDANCE

Michael W. Mobley, Board President
Bruce E. Dandy, Board Vice President
Sheldon G. Berger, Board Secretary/Treasurer
Mohammed A. Hasan, Director
Lynn E. Maulhardt, Director
Edwin T. McFadden III, Director
Daniel C. Naumann, Director

STAFF IN ATTENDANCE

Mauricio E. Guardado, Jr., general manager
David D. Boyer, legal counsel
Dr. Maryam Bral, chief engineer
Brian Collins, chief operations officer
Dan Detmer, water resources manager
Anthony Emmert, assistant general manager
Daryl Smith, controller
Josh Perez, chief human resources officer
Craig Morgan, engineering manager
Zachary Plummer, IT administrator
Linda Purpus, environmental services manager
Kris Sofley, executive assistant/clerk of the board
Dr. Jason Sun,

PUBLIC IN ATTENDANCE

Burt Handy
Suparna Jain, AALRR
Robert Martinez, Vasquez & Associates
Audrey Meschler
Brian Zahn

1. FIRST OPEN SESSION 12:00 P.M.

President Mobley called the first open session of the UWCD Board of Directors meeting to order at 12noon. President Mobley asked District's Legal Counsel to announce the items for discussion in Executive (Closed) Session.

Mr. Boyer announced that, pursuant to Government Code Section 54956.9(d)(2), two cases of anticipated litigation; and, pursuant to Government Code Section 54956.9(d)(1), five cases of existing litigation, including Santa Barbara County Superior Court Case No. 19CV06168, City of San Buenaventura v UWCD, et. al; U.S. District Court for the Central District of California

Case No. 2:16-vc-03869 GK (PLAx), Wishtoyo Foundation et. al. v UWCD; Superior Court of the State of California for the County of Ventura Case No 56-2020-00547077-CU-PO-VTA, Josey Hollis Dorsey and the Estate of Naya Rivera v County of Ventura, UWCD, and Parks Management Company; Superior Court of the State of California, County of Ventura, Case No. 56-2021-0055557-CU-PT-VTA, OPV Coalition v Fox Canyon Groundwater Management Agency; and U.S. Bankruptcy Court, Central District of California, Northern Division Case No. 9:21-bk-11023-MB, Sun Cress Distributors, Inc., would be discussed by the Board in Executive (Closed) Session.

1.1 Public Comments
Information Item

President Mobley asked if there were any comments or questions from the public for the Board. None were offered.

1.2 EXECUTIVE (CLOSED) SESSION 12:05 P.M.

President Mobley adjourned the meeting into Executive (Closed) Session at 12:05p.m., stating that the Board would reconvene in opening session at approximately 1p.m.

2. SECOND OPEN SESSION AND CALL TO ORDER 1:00 P.M.

President Mobley opened the Second Session of the UWCD Board of Director meeting at 1:12p.m., and asked Director Hasan to lead the group in reciting the Pledge of Allegiance

2.1 Pledge of Allegiance
Led by Director Hasan.

2.2 Public Comment
Information Item

President Mobley asked if there were any public comments for the Board. None were offered.

2.3 Approval of Agenda
Motion

Motion to approve the agenda, Director Naumann; Second, Direct McFadden. Voice vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

2.4 Oral Report Regarding Executive (Closed) Session
Information Item

President Mobley asked District Legal Counsel David D. Boyer to report any actions taken by the Board in Executive (Closed) Session. Mr. Boyer reported that the Board took no action in Executive Session reportable under the Brown Act.

2.5 Board Members' Activities Report

Information Item

President Mobley asked if the Board members had anything to add to their monthly activities reports. No additional items were mentioned. Clerk of the Board reported the late submission of activities reports for Directors Maulhardt and Naumann and that hard copies of both reports were included in the Directors' blue folders and that hard copies were also available for the public.

2.6 General Manager's Report

Information Item

General Manager Mauricio Guardado said he had a few items to report to the Board in addition to his report, including that on Saturday, December 11, District staff from Water Resources, Environmental Services and Operations and Maintenance departments would be participating in the Oxnard Union High Schools' STEAM (science, technology, engineering, art and math) program, sharing different activities with students to demonstrate the type of daily responsibilities of the various career paths available through UWCD. Also, on Saturday, December 11, the Lake Piru Recreation Area staff would be driving one of the Rangers' vehicles towing the Lake Piru Patrol Boat in the Piru Christmas Parade and would be distributing Lake Piru Recreation Area water bottles and candy to parade observers. Mr. Guardado also reported that District staff were organizing a company wide Toy Drive with the Santa Paula Rotary Club, donating new, unwrapped toys for distribution to children in disadvantaged communities. Mr. Guardado then called the Board's attention to the recent edition of the Special District's magazine, and specifically to a photo of Director Dandy and members of the VCSDA Chapter who were accepting the California Special Districts' Association Award for Chapter of the Year. He added his congratulations to Director Dandy, who was elected President of the VCSDA in March of this year, and that the award was a testament to his leadership and the outstanding work that the VCSDA was doing. Mr. Guardado closed by reminding everyone of the AWA VC Holiday Part on Tuesday, December 14 in Moorpark.

2.7 Resolution 2021-26 A Resolution of the Board of Directors of the United Water Conservation District Requesting the Amendment of the District's Authorized Point of Contacts for the District's Bank Accounts with the Bank of the Sierra

Motion

District's Controller Daryl Smith presented Resolution 2021-26 to the Board, explaining that the Finance Committee had also reviewed the request from staff to consider recommending the adoption of Resolution 2021-26 amending the District's authorized point of contacts for its bank accounts with the Bank of the Sierra to include District Controller Daryl Smith, to the full Board.

Motion to adopt Resolution 2021-26 adding Daryl Smith to the District's point of contacts for its accounts with the Bank of Sierra, Director Berger; Second, Director Naumann. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

3. **CONSENT CALENDAR: All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)**

A. **Approval of Minutes**

Motion

Approval of the Minutes for the Regular Board Meeting of November 10, 2021.

B. **Groundwater Basin Status Reports**

Information Item

Receive and file Monthly Hydrologic Conditions Report for the District.

C. **Monthly (October 30, 2021) Investment Report**

Information Item

Receive and file report on the District's investments and the availability or restriction of these funds. All investments are in compliance with the District's investment policy, which is reviewed and approved annually by the Board.

D. **Annual Comprehensive Financial Report (ACFR) presented by the District's Auditors Vasquez & Co.**

Information Item

The Board will receive the Annual Comprehensive Financial Report (ACFR) from the District's auditors Vasquez & Co.

E. **Resolution 2021-24 Subsequent Finding that the Governor of California issued a Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus and local officials continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus and Authorizing remote teleconference meetings of the legislative bodies of United Water Conservation District for the period of December 10 through January 9, 2022, pursuant to Brown Act provisions**

Motion

The Board will consider adopting Resolution 2021-24 continuing subsequent findings that the requisite conditions exist for remote teleconference meetings of the District's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

Motion to approve the Consent Calendar, Director Maulhardt; Second, Director McFadden. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0

4. MOTION ITEMS (By Department)

Administrative Services Department – Anthony Emmert and Josh Perez

4.1 Resolution 2021-25 A Resolution of the Board of Directors of the United Water Conservation District Adopting a Use of Information Technology Resources Policy

Motion

Chief Human Resources Officer Josh Perez presented Resolution 2021-25 to the Board. Director Berger reported that the Finance Committee reviewed the motion item and was recommending the full Board authorize Resolution 2021-25, adopting an official Use of Information Technology Resources Policy for District employees; Second, Director Hasan. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

4.2 Resolution 2021-27 A Resolution of the Board of Directors of the United Water Conservation District Authorizing and Approving the Development of Water Sustainability Projects Including Maximizing State Water Project (SWP) Imports; Freeman Diversion Expansion; Coastal Brackish Groundwater Extraction and Treatment Plant; Laguna Road Recycled Water Interconnection; and the Optimization of Existing Water Supplies and Coordination with New Projects

Motion

Mr. Guardado presented Resolution 2021-27 for the Board's consideration, stating that this action would memorialize the Water Sustainability Summit projects, from concept through the progression to implementation, justifying the projects as viable means to reaching water sustainability throughout the region.

Motion to approve and adopt Resolution 2021-27, authorizing and approving the development of Water Sustainability Projects including Maximizing State Water Project (SWP) imports; Freeman Diversion Expansion; Coastal Brackish Groundwater Extraction and Treatment Plant; Laguna Road Recycled Water Interconnection; and the Optimization of Existing Water Supplies and Coordination with New Projects, Director Naumann; Second, Director Dandy. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0

Engineering Department – Dr. Maryam Bral

4.3 Approval of Supplemental Appropriation for Capital Improvement Project (CIP) 8001 Freeman Rehabilitation Project

Motion

Chief Engineer Dr. Bral introduced Engineering Manager Craig Morgan to present the motion to the Board. Mr. Morgan reported that the motion item had been presented to both the Engineering and Operations Committee and the Finance Committee for review and recommendation to the Board. Director Maulhardt reported that as a result of court actions it was necessary for the District to expedite the process to meet the deadlines set by the Court. He added that the modeling efforts would find the proper solution to fish passage and that the appropriation was recommended by both Committees for full Board approval.

Motion to approve the supplemental appropriation for Capital Improvement Project (CIP) 8001 Freeman Rehabilitation project, Director Maulhardt; Second, Director Hasan. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

5. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Administrative Services Department – Anthony Emmert and Josh Perez

5.1 Monthly Administrative Services Department Report – Josh Perez

Information Item

Mr. Smith and Mr. Perez addressed the Board, stating that the monthly Administrative Services Department report included a printed presentation on the monthly activities of the Administration Department and asked if the Board had any questions or comments for staff. No comments or questions were offered.

Engineering Department – Dr. Maryam Bral

5.2 Monthly Engineering Department Report

Information Item

Dr. Bral addressed the Board, asking if there were any questions, comments or clarification needed in response to the report on the various monthly activities of the Engineering Department.

Director Maulhardt stated that the Committee discussions cover the amount of time and energy that staff puts into a wide range of projects, but the Board has not seen a development strategy for next year and would like to request that be incorporated with on-site visits to the various projects so that Board members have their own observations regarding how projects are progressing. He added that in the coming year, or perhaps over the next two years, include project site visits for the whole Board which could also be part of the District's public outreach effort, publicizing on-site visits in advance and invite the public to be part of those tours or presentations. Director McFadden echoed that sentiment and stated that seeing the

infrastructure projects as a group would be beneficial. Director Naumann added that staff could also include elected officials in these tours in an effort to secure continued buy-in, adding that reaching out to the various SGMA agencies would also be a good idea. Director Hasan said he wholeheartedly supports this type of initiative, stressing that it is important for the Directors to see the development of these various projects. Mr. Guardado said he absolutely agrees and that going forward the District will be more inclusive with partners and constituents. Director Maulhardt said part and parcel to bring constituents along and Mr. Guardado added that it creates value and clearly identifies what rate payers are paying for. Dr. Bral thanked the Board members for their suggestions and said that a visit to El Rio could be scheduled in February 2022. Director Maulhardt said there are so many things going on within the District that the approach needed to be broad. Mr. Perez said that he would suggest delaying a visit to the Lake Piru Recreation Area until after the new concessionaire gets settled in at the marina. Mr. Guardado said that meeting at facilities and touring in an event that would require more than an hour or two and a number of dynamics have to be factored in to the plan, especially if the District is going to provide constituents and elected officials with enough advance notice to sufficiently engage them in the events. Director Naumann added any day but Wednesdays and President Mobley suggested El Rio and Lake Piru. Mr. Guardado responded by stating that the first option to incorporate an event would focus on El Rio and Lake Piru.

Environmental Services Department – Linda Purpus

5.3 Monthly Environmental Services Department Report

Information Item

Tessa Lenz addressed the Board on behalf of the Environmental Services Department, asking if they had any questions, comments or needed clarification on any of the items included in the department's monthly report. No comments, questions or clarification was offered by the Board.

Operations and Maintenance Department – Brian Collins

5.4 Monthly Operation and Maintenance Department Report

Information Item

Brian Collins addressed the Board on behalf of the Operations and Maintenance Department, asking if there were any questions, comments or clarification needed on any items in the department's monthly report. None were offered by the Board.

Park and Recreation Department – Clayton Strahan

5.5 Monthly Park and Recreation Department Report

Information Item

The Board had no questions or comments regarding the Park and Recreation Department report on monthly activities.

Water Resources Department – Dan Detmer

**5.6 Monthly Water Resources Department Report
Information Item**

Water Resources Manager Dan Detmer asked the Board if it had any questions, comments or needed clarification on its report on the monthly activities of the Water Resources Department. None were offered.

**5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable
Groundwater Management Act (SGMA)
Information Item**

Mr. Detmer asked the Board if it had any questions, comments or needed clarification on its report on the monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and the Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes). None were offered.

Director Maulhardt stated that all of the discussion was done extensively in Committee meetings and that the reports were all presented in the Board packet. Director Berger then said that at yesterday's Finance Committee meeting, Roger Martinez, the auditor from Vasquez & Co, did an outstanding job of discussing the audit process and that Mr. Smith really stepped up. Director Berger said the Finance Department needs to be recognized for its efforts. Mr. Guardado then asked for clarification as to the Committee's direction, as it was not expected that Mr. Martinez would be presenting to the full Board. Mr. Smith interjected that Mr. Martinez was participating virtually and could go through the presentation or answer any questions the Board may have.

There was some discussion between the Board and Legal Counsel as to accommodating a presentation from the auditor for the Consent Calendar item 3.D – the annual comprehensive Financial Report (ACFR) presented by the District's Auditors Vasquez & Co.

Motion to reconsider the Consent Calendar (Item 3), Director Naumann; Second, Director Berger. Roll call vote: six ayes (Berger, Dandy, Maulhardt, McFadden, Naumann, Mobley); one nay (Hasan). Motion carries 6/1.

President Mobley then asked item 3.D be pulled from the Consent Calendar for discussion. Mr. Martinez then walked the Directors through his slide presentation (see attached slides), including the findings of the completed audit, specific areas reviewed by Vasquez & Co, and also thanked District management for its assistance with the audit process.

Director Maulhardt stated that it is incredibly important that the Board have confidence in the audit process as well as in staff and that the entire process be open and transparent. He added that even though the audit has been filed, it is only a snapshot of a period in time and that process of review continues.

Motion to reaffirm approval of the Consent Calendar items, Director Naumann; Second, Director Berger. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

Director Berger asked about the District's IT situation, specifically whether an ongoing fund has been set up for IT improvements, technology and training. He added that is something that staff might want to think about and that the Finance Committee would recommend going full steam ahead and then stated that the whole department is recognized for its outstanding work. Mr. Martinez said it's good to see staff and the government body are investing where risks are greatest.

8. ADJOURNMENT

President Mobley adjourned the meeting at 2:15p.m. to the **Regular Board Meeting scheduled for Wednesday, January 12, 2022** or call of the President.



Board of Directors
Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

ATTENDANCE LIST

MEETING DATE: Wednesday, December 8, 2021 12noon

MEETING: UWCD Board of Directors Meeting

The signing or registering of your name on this sign-up form is not required but is voluntary. All persons may attend the meetings of the Board of Directors of United Water Conservation District without signing or registering their names on this form.

Name (Please Print)

Representing

Suparnas Jasin

AHLR

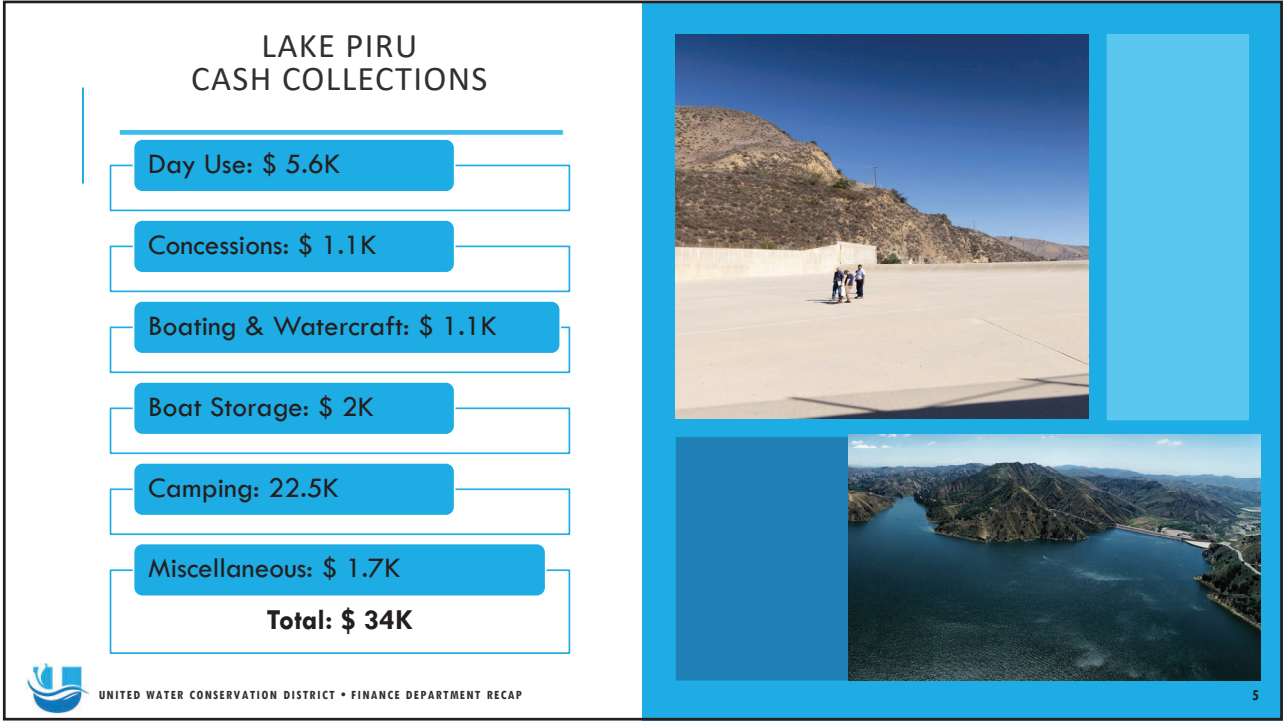
Motion Item 4.3

Supplemental Appropriation for Freeman Diversion Rehabilitation

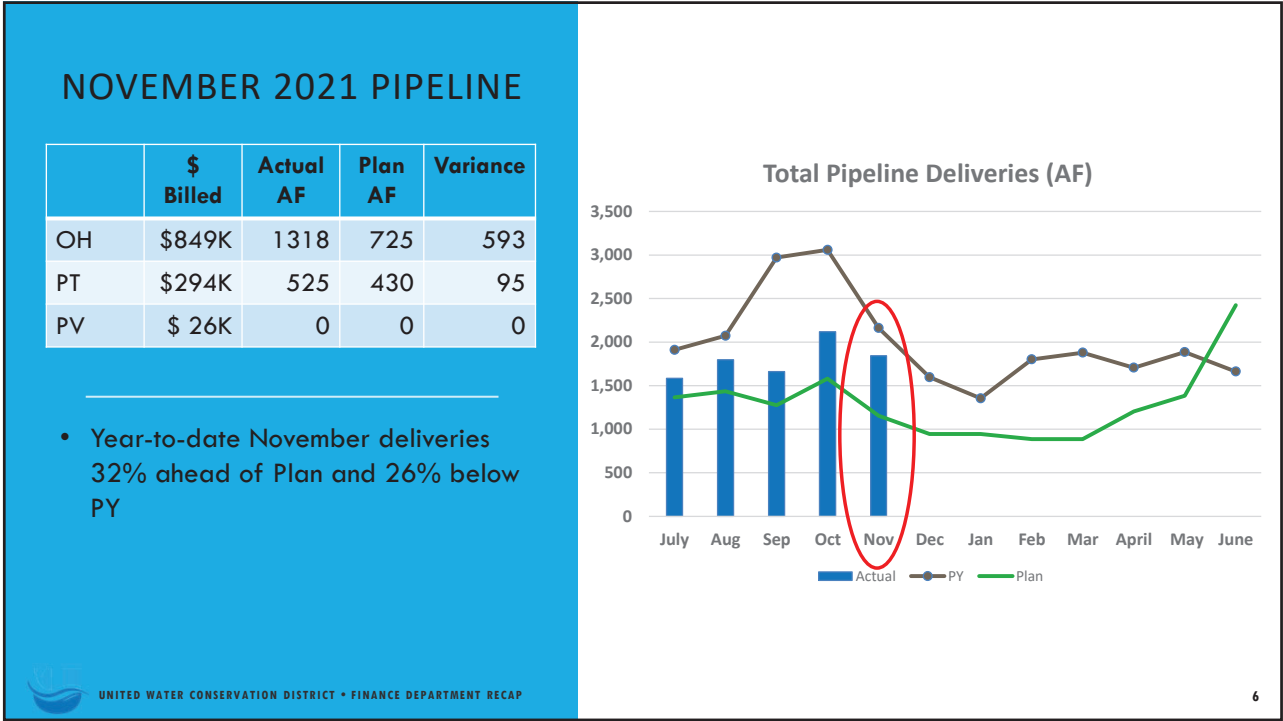
Cost Breakdown		
Physical Modeling	USBR	\$668,929
	Iowa	\$1,004,495
Engineering Design including physical model support	NHC	\$341,254
	Stantec	\$155,300
	Misc. Engineering Services	\$170,000
Staff Time including travel	\$287,294	
MSHCP support studies	\$100,000	

- ☐ Need: \$2,727,272
- ☐ 10% Contingency: \$272,727
- ☐ **Supplemental Appropriation Total: \$3,000,000**

This page was an amendment to the Administrative Services Department Monthly Report which was distributed at the Board meeting on December 8, 2021.



5



6



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Dan Detmer, Water Resources Manager

From: Kathleen Kuepper, Hydrogeologist
Bram Sercu, Senior Hydrologist

Date: January 4, 2022 (January 12, 2022 Meeting)

Agenda Item: **3.B Groundwater Basin Status Report**
Informational Item

Staff Recommendation:

The Board will receive and file the Monthly Hydrologic Conditions Report for the District for the month of December 2021.

Summary:

Spreading and Pipeline Deliveries for Month of December 2021

Location	Amount (acre-feet)
Saticoy	3,059
Noble and Rose Pits	
El Rio	1,860
Piru	
Diverted at Freeman for Pipeline Deliveries	44.8
Saticoy/O-H Deep Wells Pumped for Ag Pipeline Deliveries	
Lloyd-Butler Diversion	not available

Groundwater Basin Available Storage at End of Month of December 2021

Basin	Available Storage (acre-feet)
Oxnard Forebay	>109,100

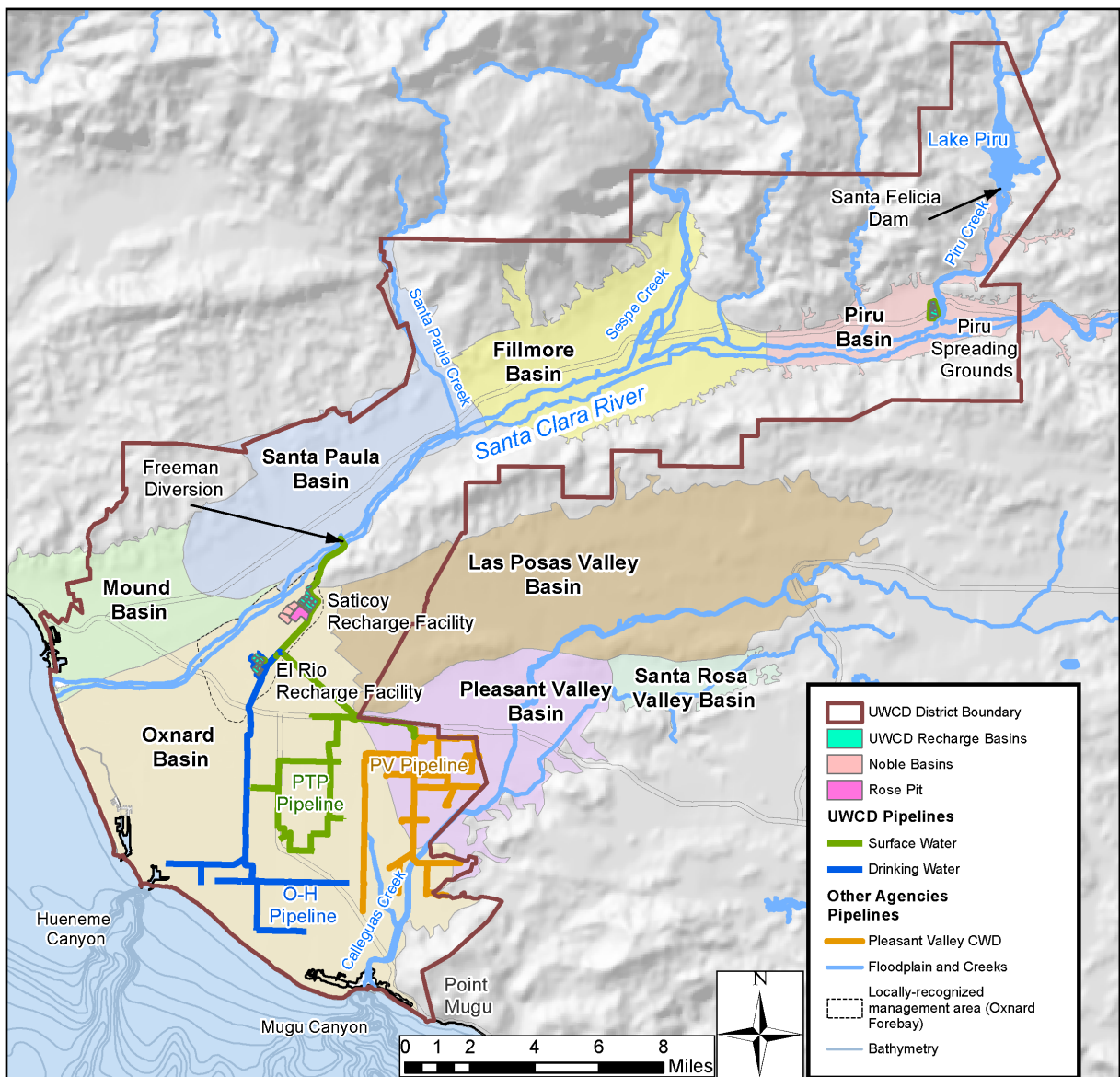
Precipitation for Month of December 2021

Location	Precipitation (inches)
Lake Piru	11.48
Santa Paula	11.10
El Rio	9.34



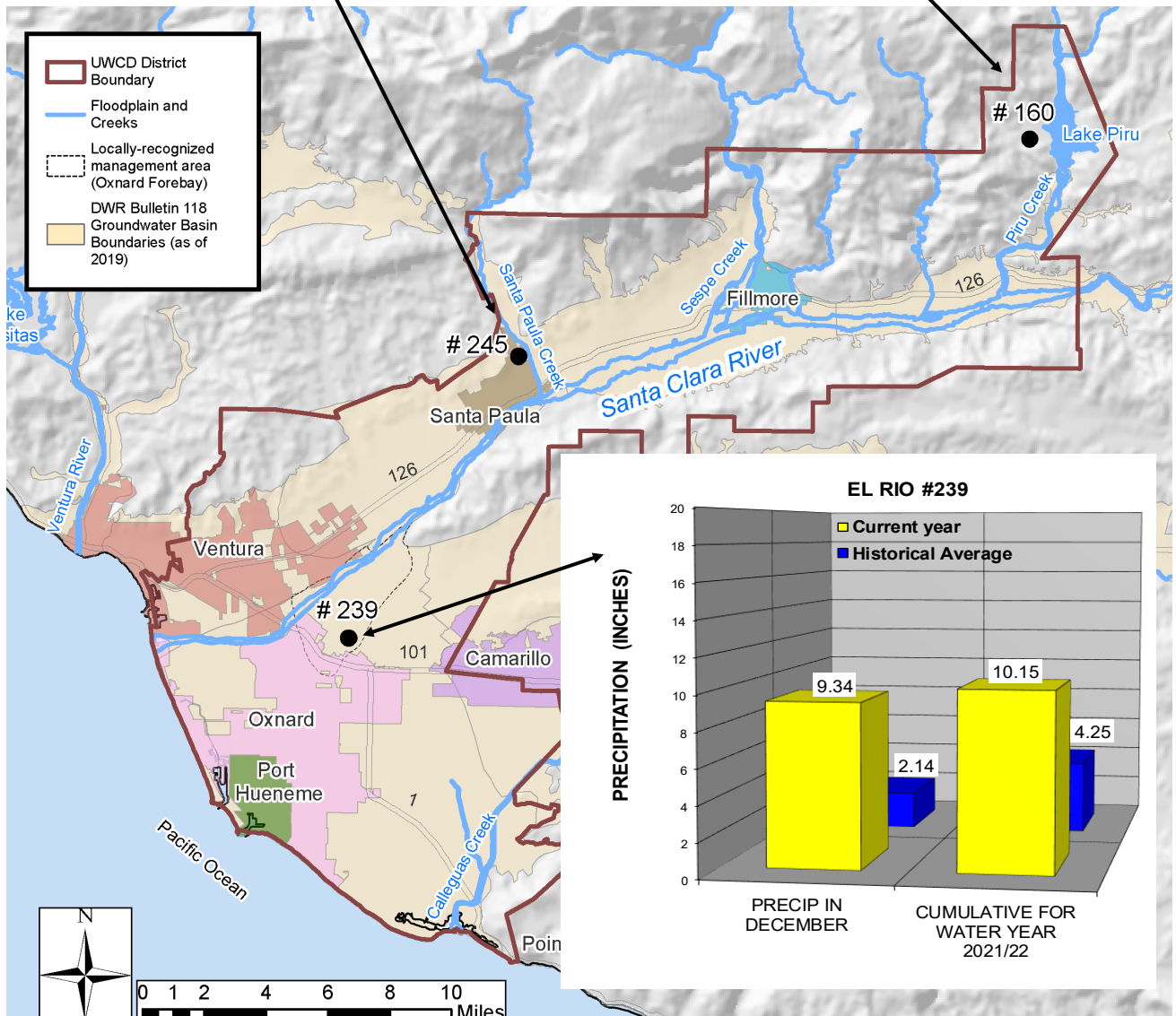
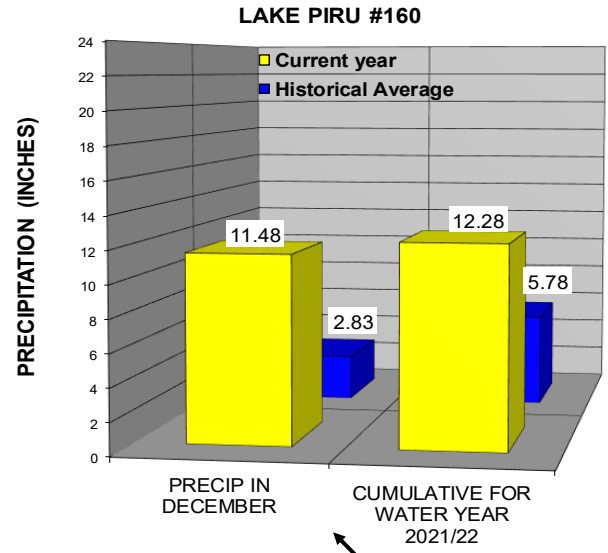
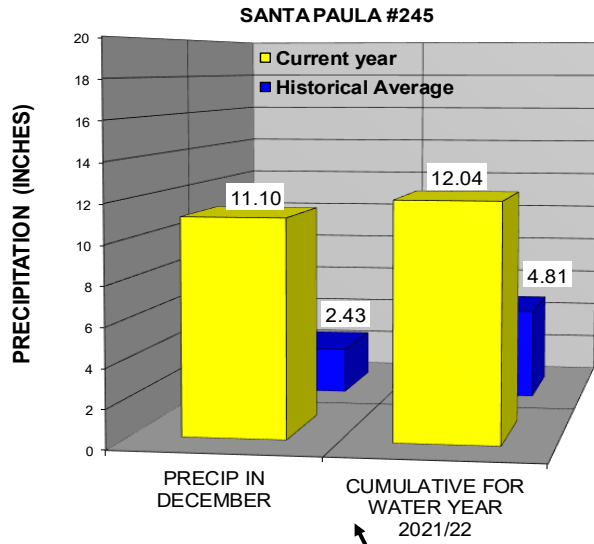
December 2021 Hydrologic Conditions Report
2021/22 Water Year

January 4, 2022



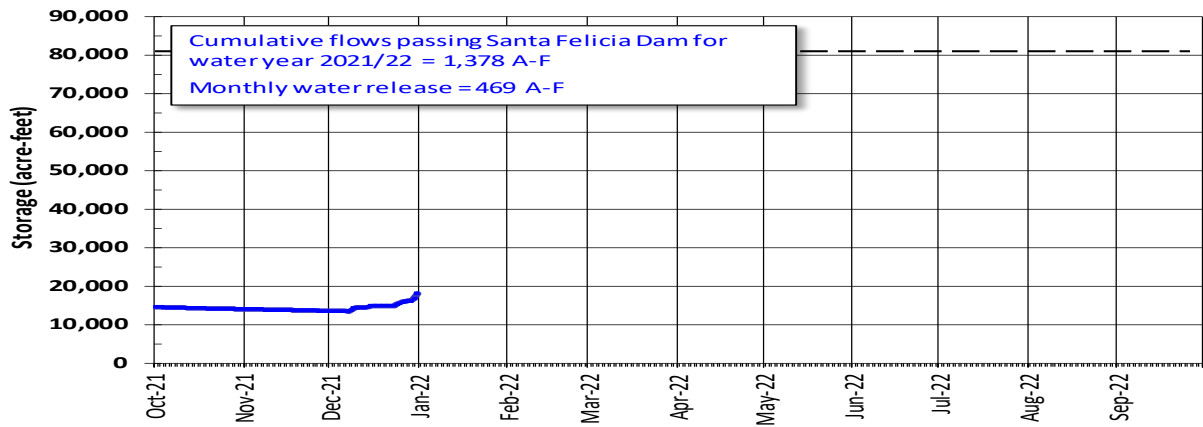
Note: This report may contain provisional data until final review at the end of the water year.

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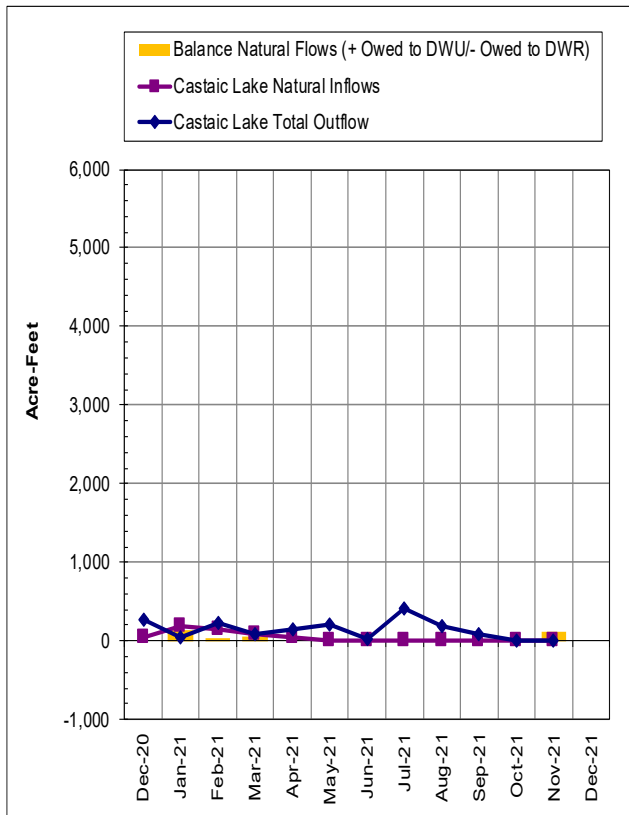
District-wide percent of normal precipitation = 232%

Lake Piru storage and outflow

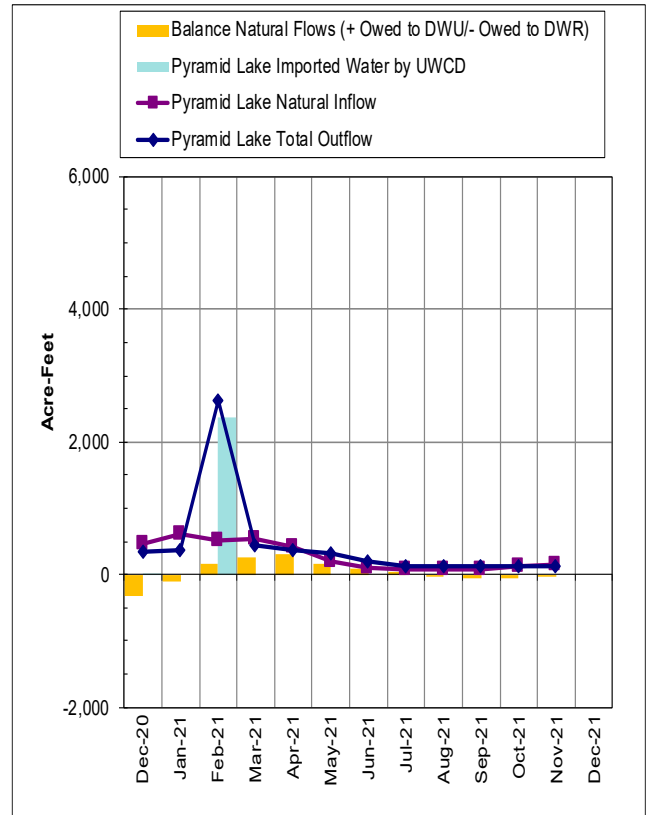


	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0									
Cumulative Hydro Plant Outflow (A-F)	0	0	0									

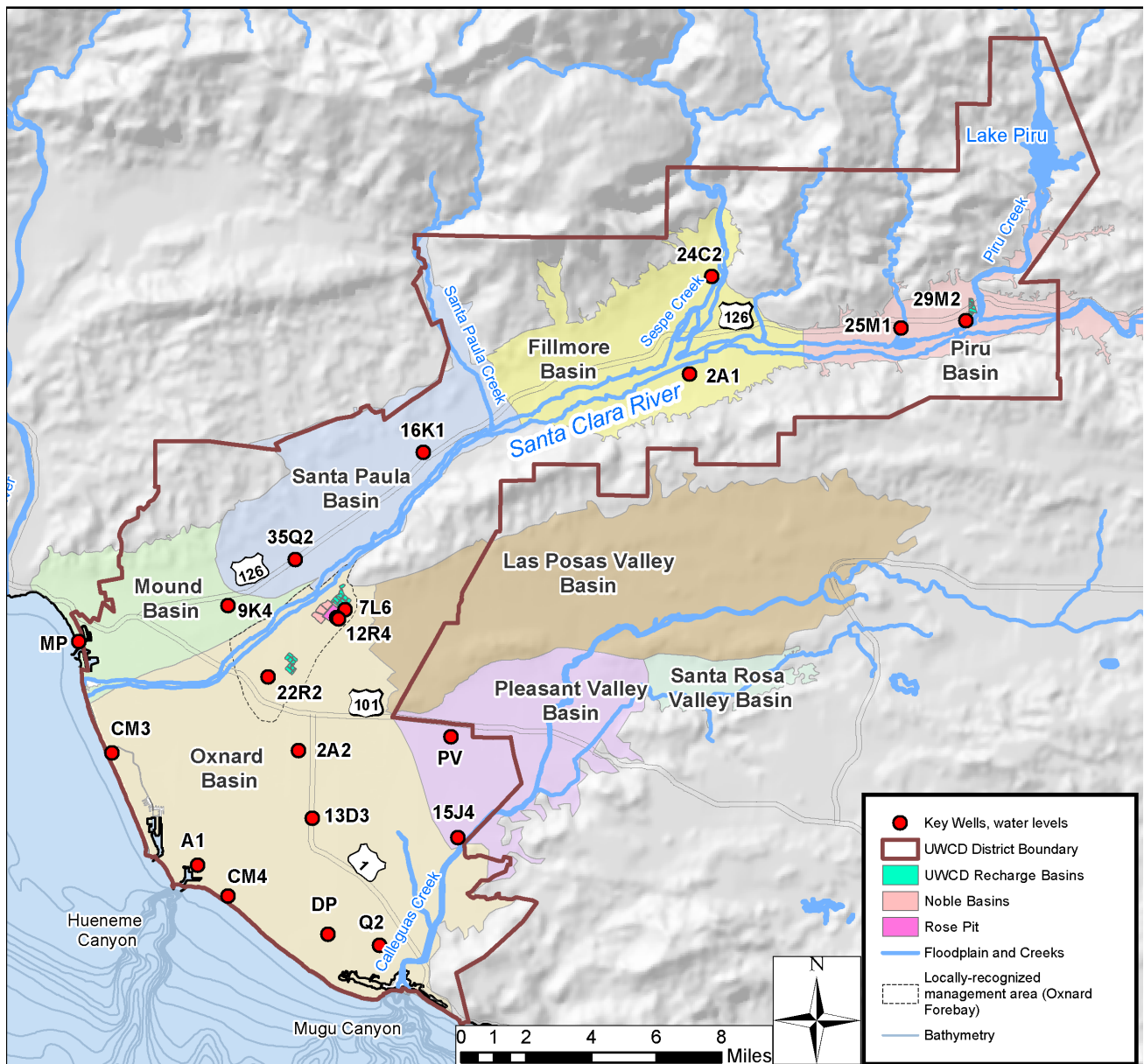
Castaic Lake releases to downstream water users (DWU)



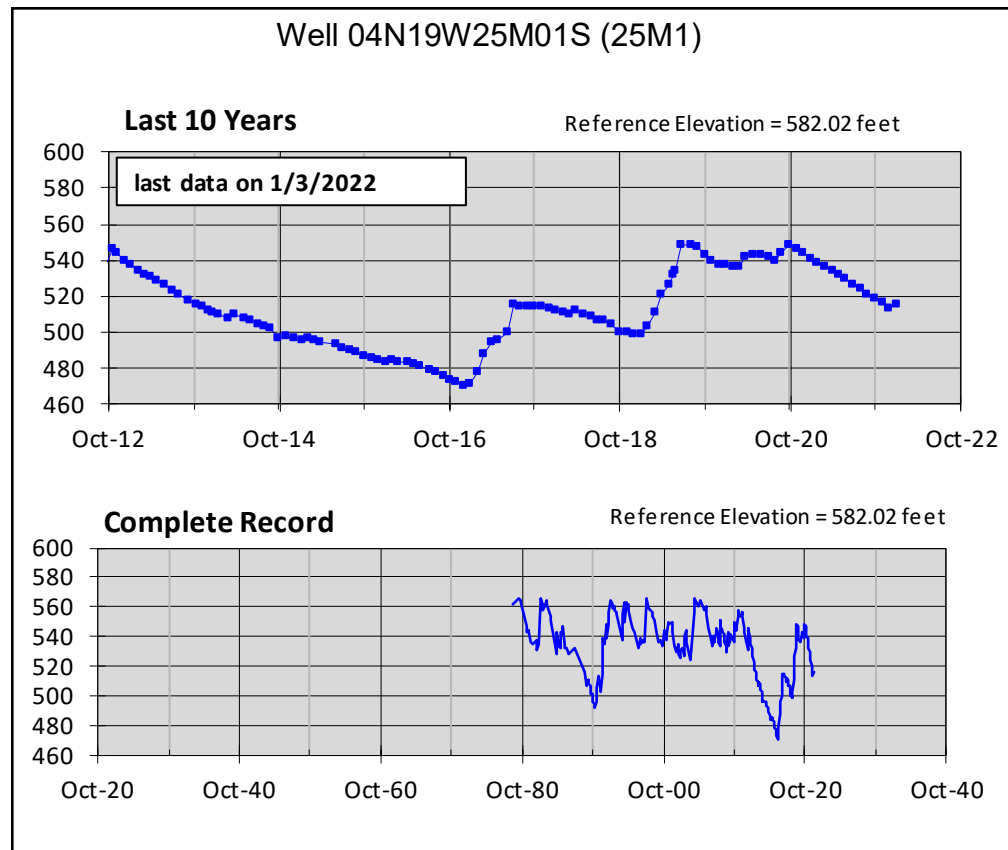
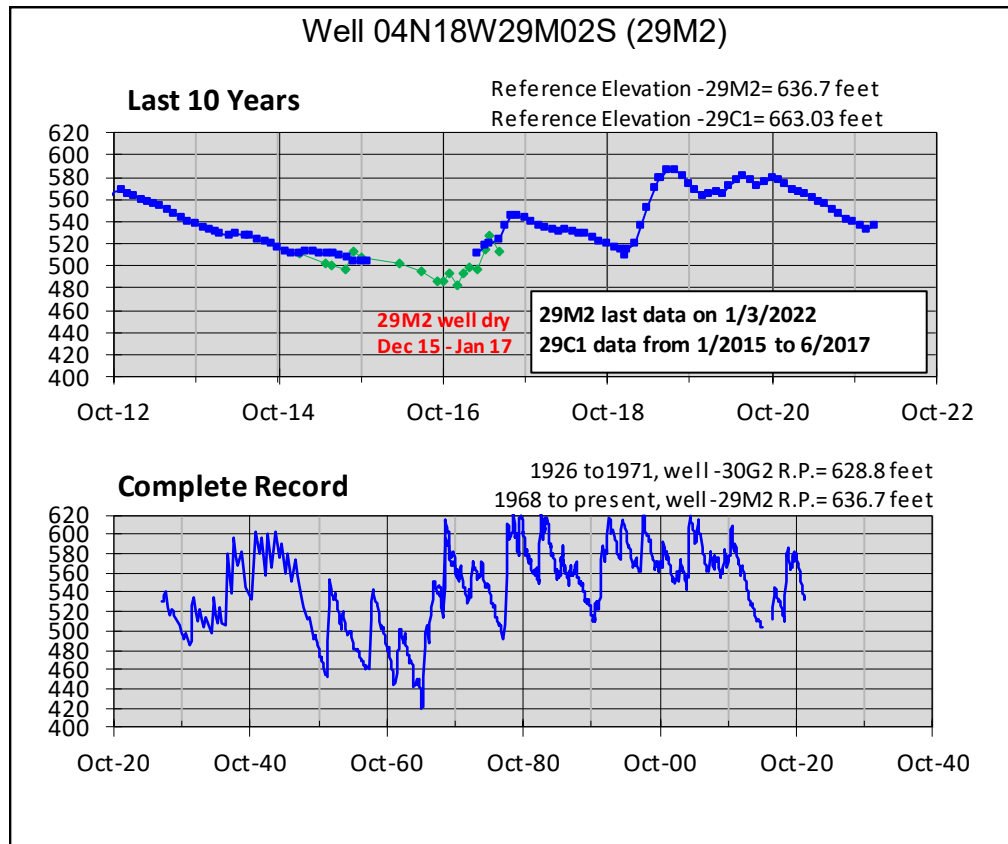
Pyramid Lake releases to UWCD



Locations of key wells, monthly groundwater elevation monitoring



Piru Basin Key Wells Groundwater Elevation Records



Fillmore Basin Key Wells Groundwater Elevation Records

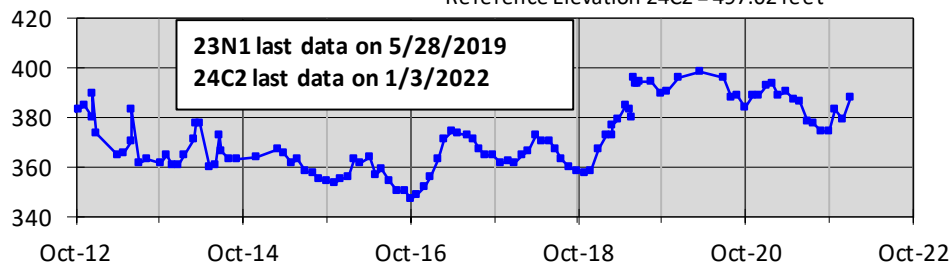
Wells 04N20W23Q02S and 04N20W24C02S (24C2)

Last 10 Years

Reference Elevation 23Q2 = 513.99 feet

Reference Elevation 23N1 = 559.00 feet

Reference Elevation 24C2 = 497.02 feet

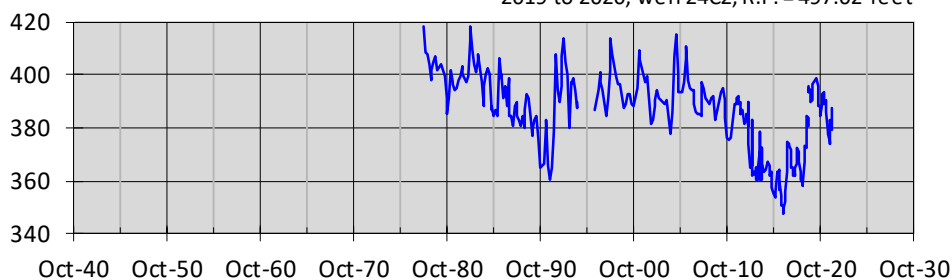


Complete Record

1978 to 2014, well 23Q2, R.P. = 513.99 feet

2015 to 2019, well 23N1, R.P. = 559.00 feet

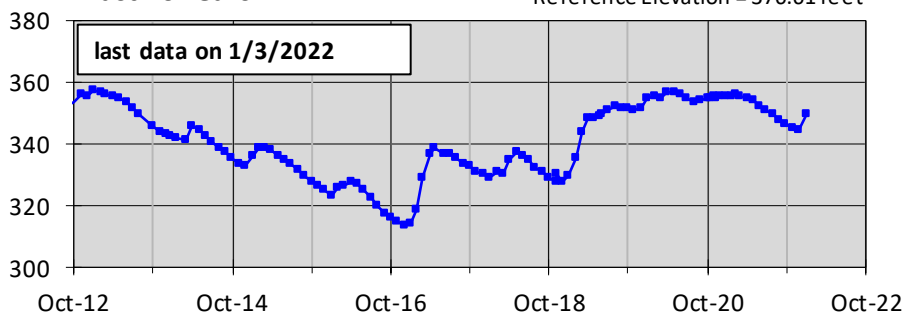
2019 to 2020, well 24C2, R.P. = 497.02 feet



Well 03N20W02A01S (2A1)

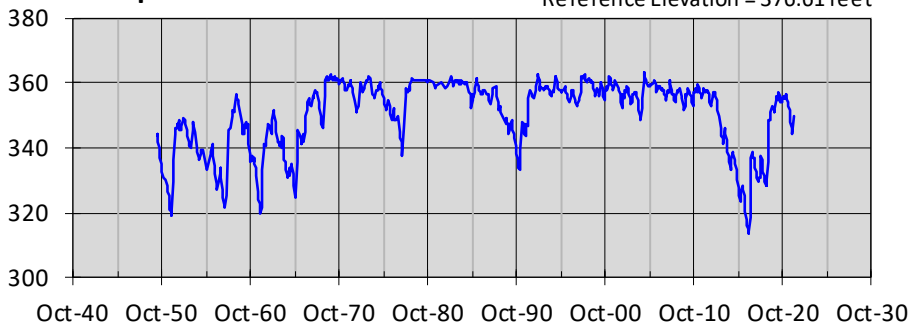
Last 10 Years

Reference Elevation = 376.61 feet



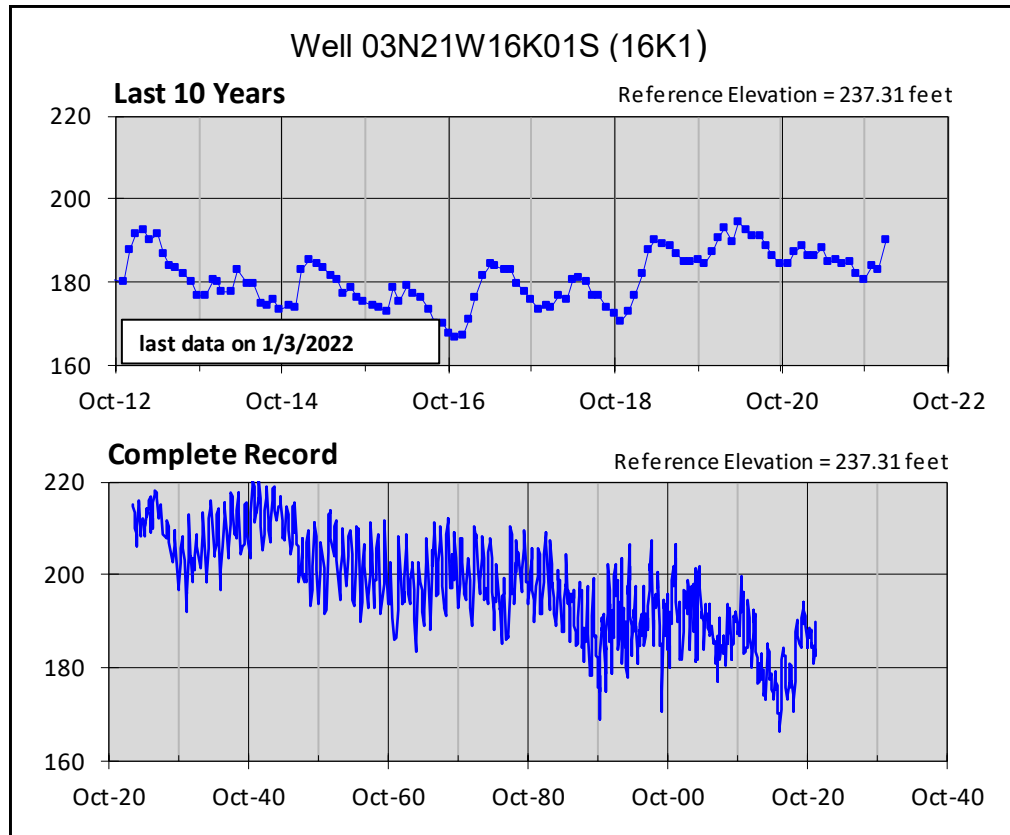
Complete Record

Reference Elevation = 376.61 feet

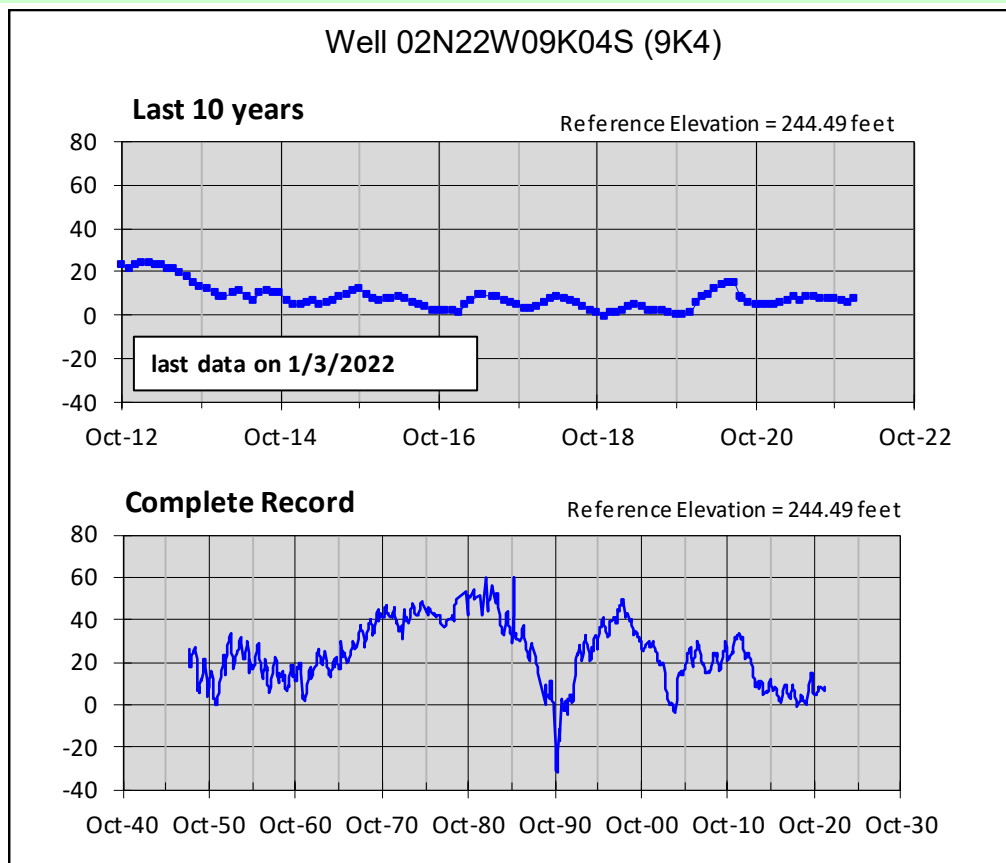


Groundwater Elevation Records

Santa Paula Basin Key Well



Mound Basin Key Well



Oxnard Basin—Forebay Key Wells Groundwater Elevation Records

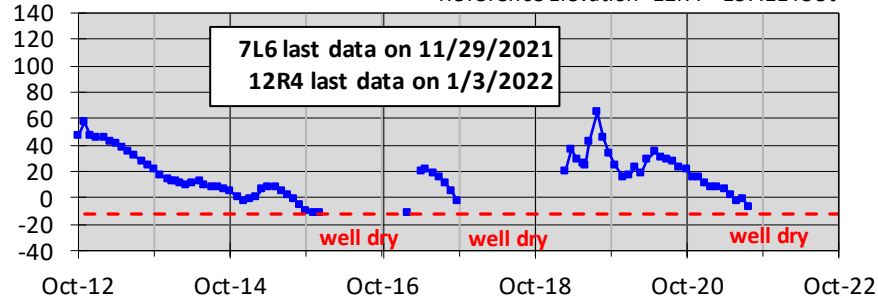
Wells 02N22W12R04S (12R4) and 02N21W07L06S (7L6)

Last 10 Years

Reference Elevation - 12R1 = 134.19 feet

Reference Elevation - 7L6 = 145.75 feet

Reference Elevation - 12R4 = 137.11 feet

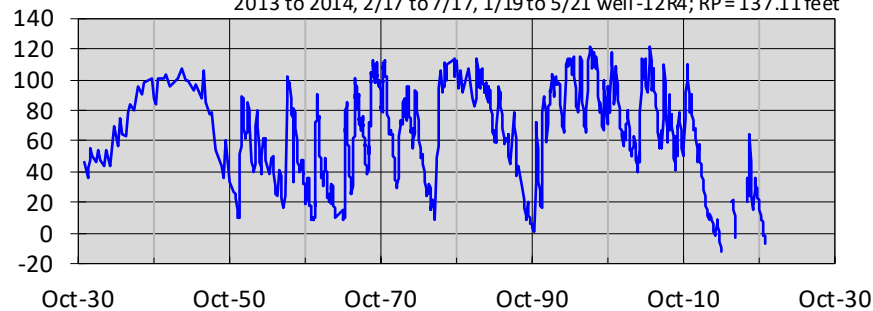


Complete Record

1931 to 2013, well -12R1; RP=134.19 feet

2014 to 1/17, 8/17 to 1/19, 6/21 to present well - 7L6; RP = 145.75 feet

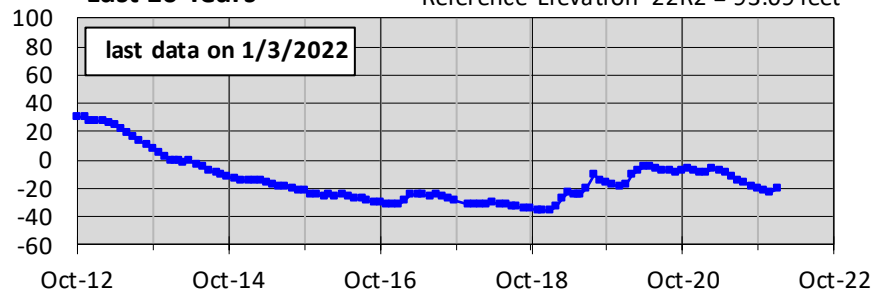
2013 to 2014, 2/17 to 7/17, 1/19 to 5/21 well -12R4; RP = 137.11 feet



Wells 02N22W22R01S and 02N22W22R02S (22R2)

Last 10 Years

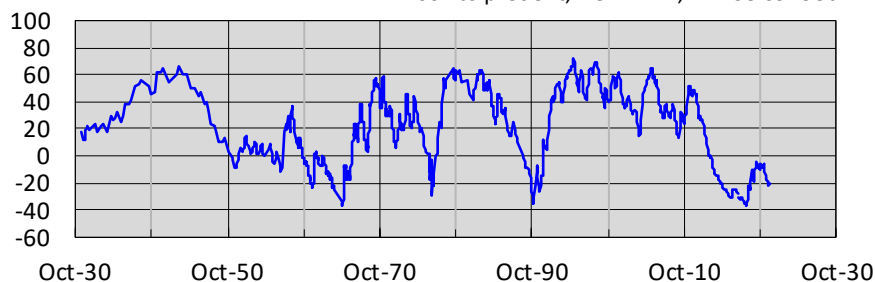
Reference Elevation -22R2 = 93.09 feet



Complete Record

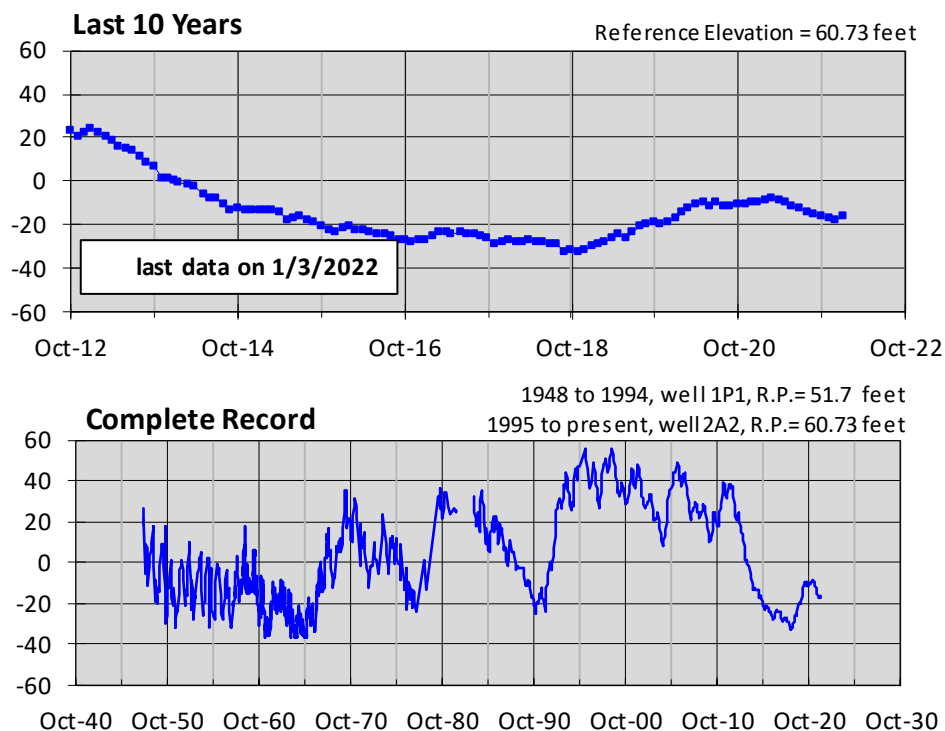
1931 to 2004, well -22R1, RP=93.6 feet

2004 to present, well -22R2, RP = 93.09 feet

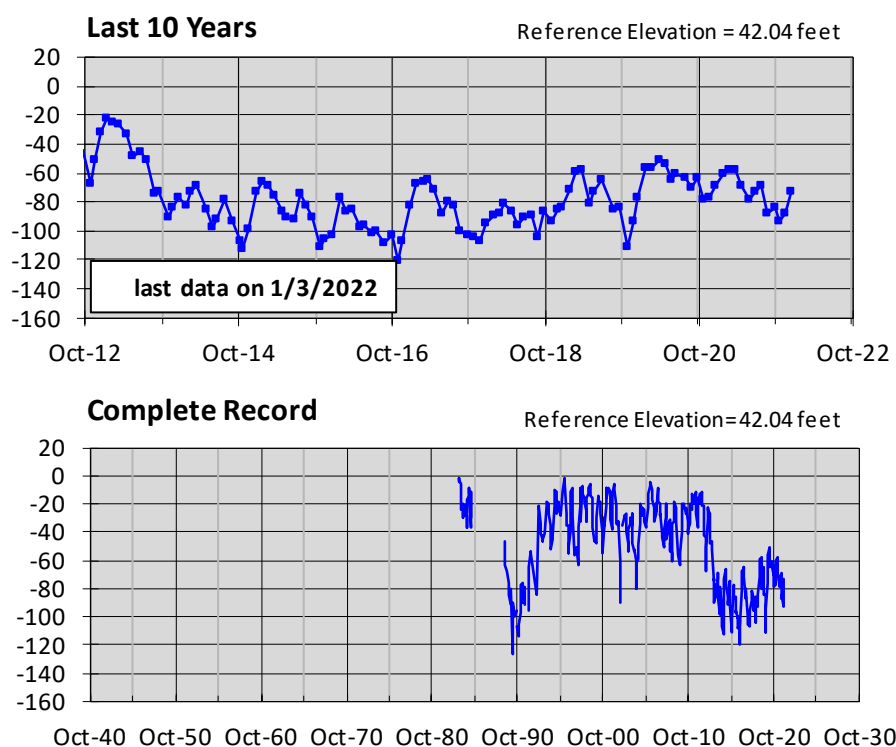


Oxnard Basin Key Wells Groundwater Elevation Records

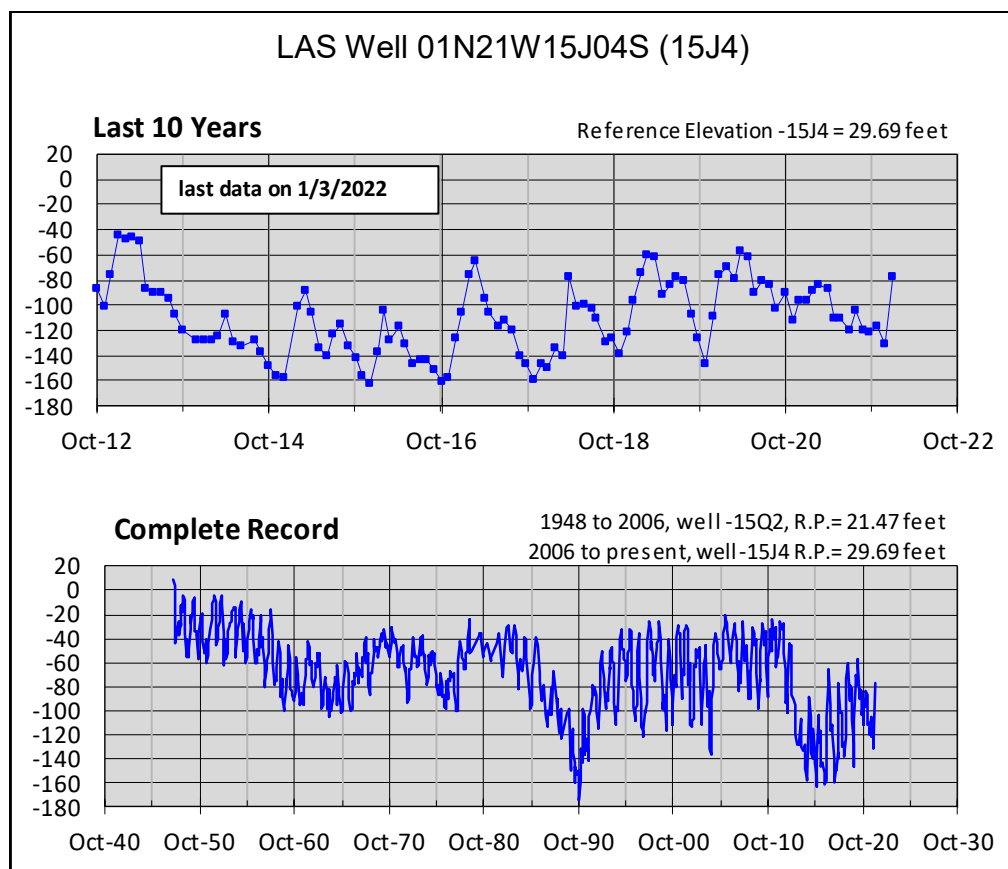
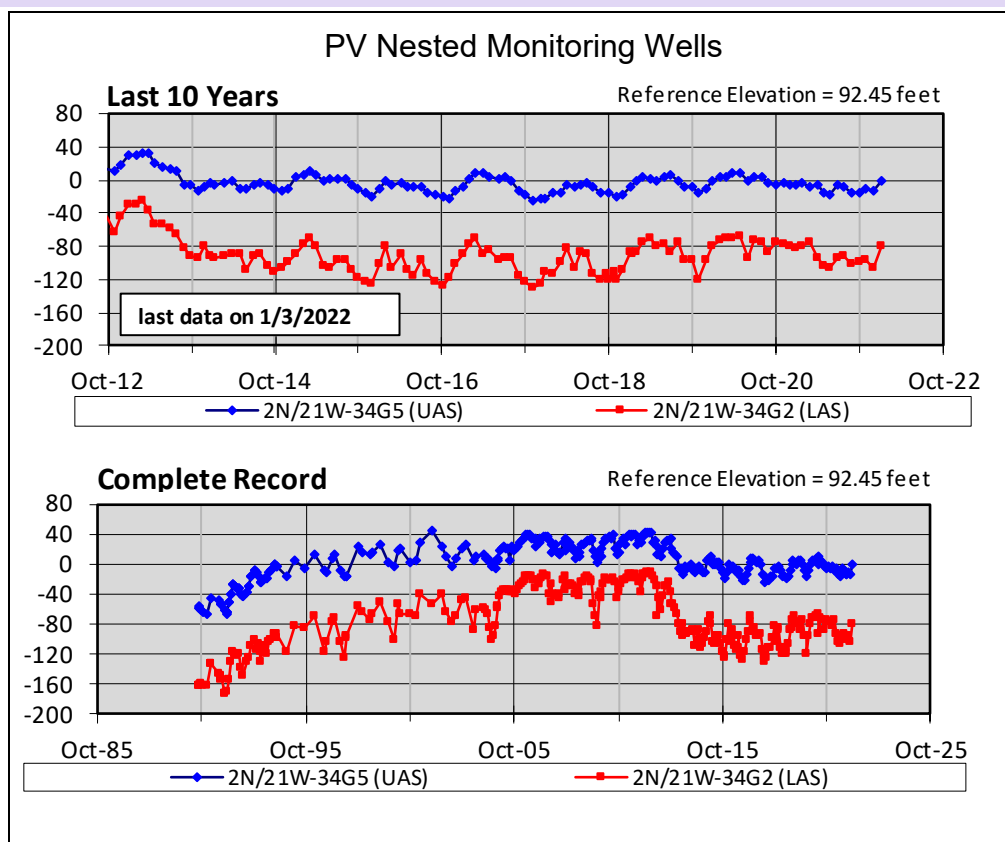
UAS Well 01N22W02A02S (2A2)



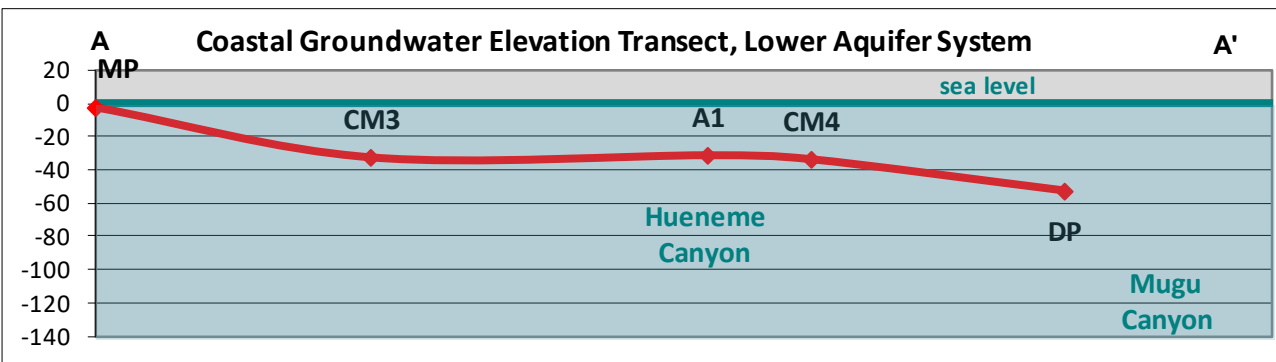
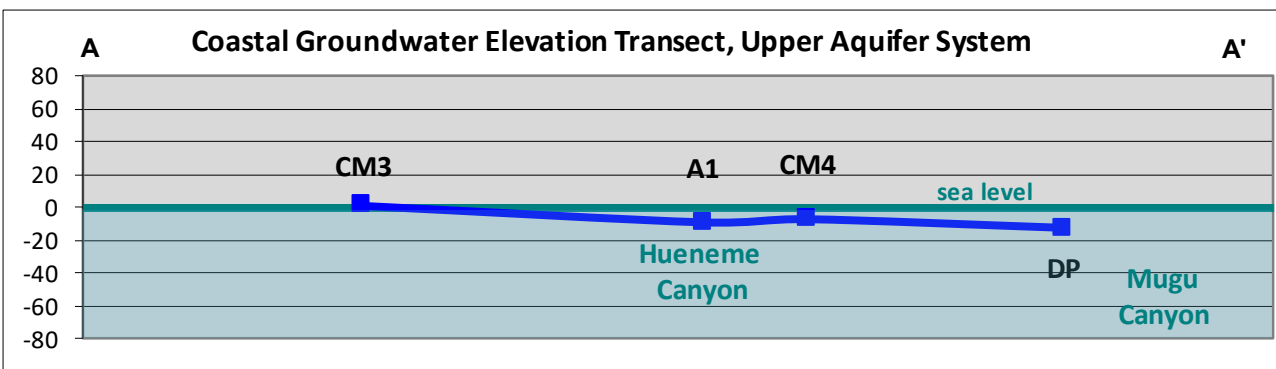
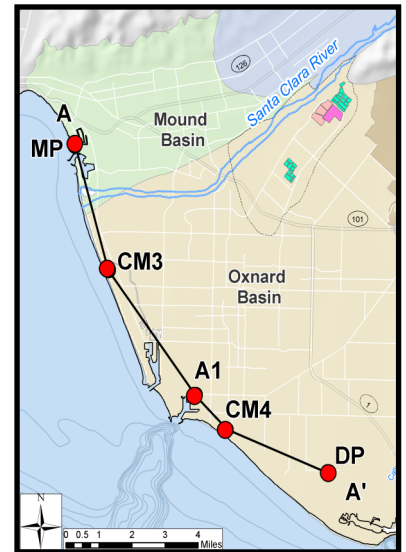
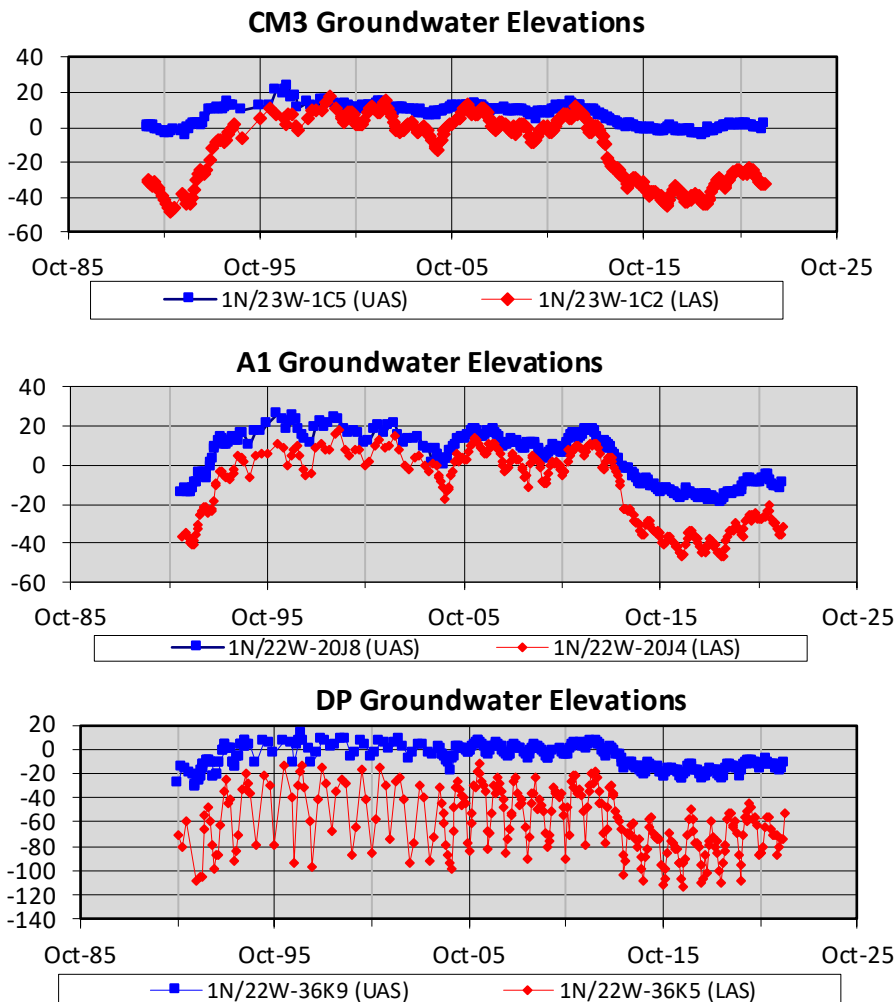
LAS well 01N22W13D03S (13D3)



Pleasant Valley Basin Key Wells Groundwater Elevation Records



Oxnard Plain Coastal Key Wells—Nested Monitoring Wells



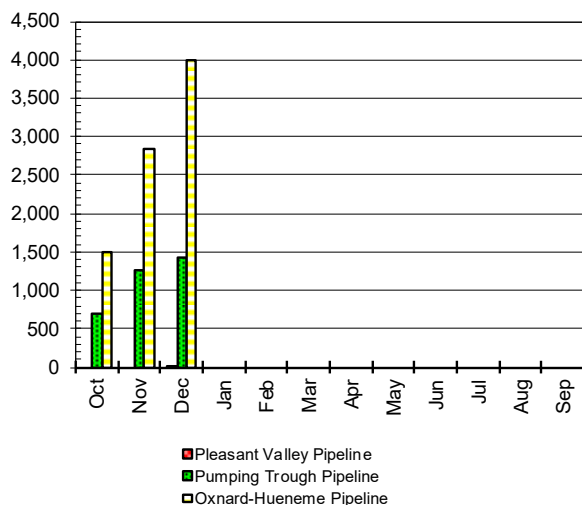
Monthly Water Deliveries, acre-feet (Water Year 2021/22)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	0.0	0.0	7.5									
PV Pipeline (saticoy well field)	0.0	0.0	0.0									
Total to Pleasant Valley Pipeline	0.0	0.0	7.5									
Saticoy Well Field	0.0	0.0	0.0									
PTP (surface water)	0.0	0.0	37.3									
PTP (groundwater)	695.3	557.9	139.7									
PTP (Saticoy well field)	0.0	0.0	0.0									
Total PTP	695.3	557.9	177.0									
O-H Pipeline (groundwater)	1,497.9	1,346.1	1,161.3									
Total Surface Water Delivery (PTP & PV)	0.0	0.0	44.8									
Total Groundwater Delivery (OH & PTP)	2,193.2	1,904.0	1,301.0									
Total Delivery, Surface Water & GW	2,193.2	1,904.0	1,345.8									

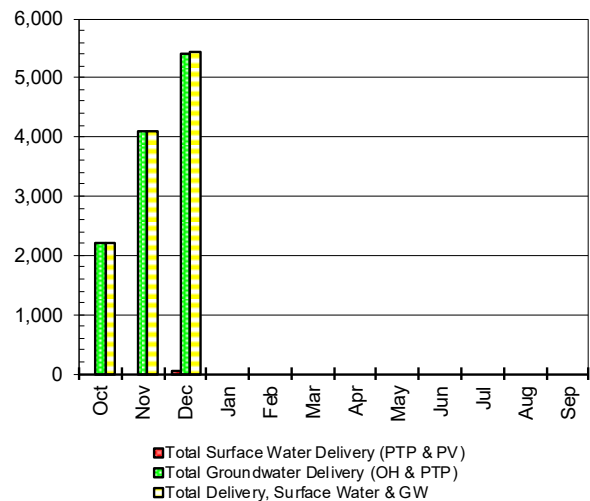
Cumulative Water Deliveries, acre-feet (Water Year 2021/22)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	0.0	0.0	7.5									
PV Pipeline (saticoy well field)	0.0	0.0	0.0									
Total to Pleasant Valley Pipeline	0.0	0.0	7.5									
Saticoy Well Field	0.0	0.0	0.0									
PTP (surface water)	0.0	0.0	37.3									
PTP (groundwater)	695.3	1,253.2	1,392.9									
PTP (Saticoy well field)	0.0	0.0	0.0									
Total PTP	695.3	1,253.2	1,430.2									
O-H Pipeline (groundwater)	1,497.9	2,844.0	4,005.3									
Total Surface Water Delivery (PTP & PV)	0.0	0.0	44.8									
Total Groundwater Delivery (OH & PTP)	2,193.2	4,097.2	5,398.2									
Total Delivery, Surface Water & GW	2,193.2	4,097.2	5,443.0									

Cumulative deliveries by system



Cumulative deliveries by source/type



Monthly diversion and recharge totals by facility, 2021/22, in acre-feet

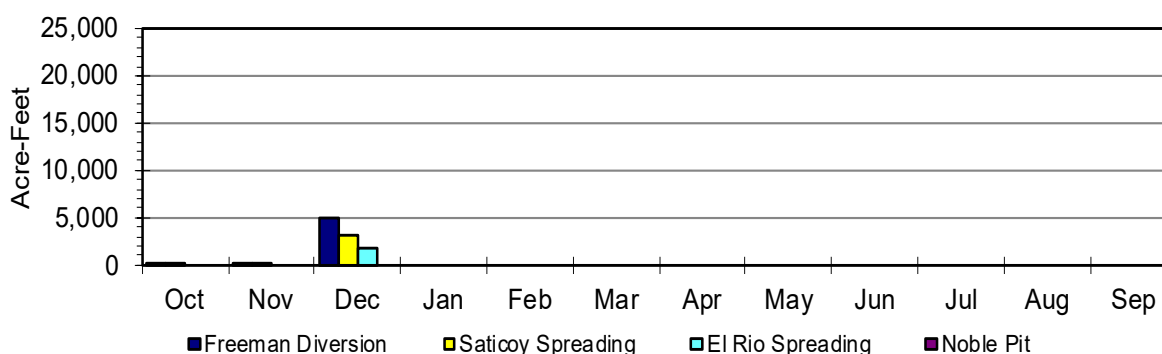
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading	El Rio Spreading	Noble Pit
Oct	0	2	2	0	0
Nov	0	76	76	0	0
Dec	0	4,957	3,059	1,860	0
Jan					
Feb					
Mar					
Apr					
May					
Jun					
Jul					
Aug					
Sep					

Lloyd-Butler diversion was not available at the time this report was prepared and therefore not accounted for in the calculation of Saticoy Spreading.

Cumulative diversion and recharge totals by facility, 2021/22, in acre-feet

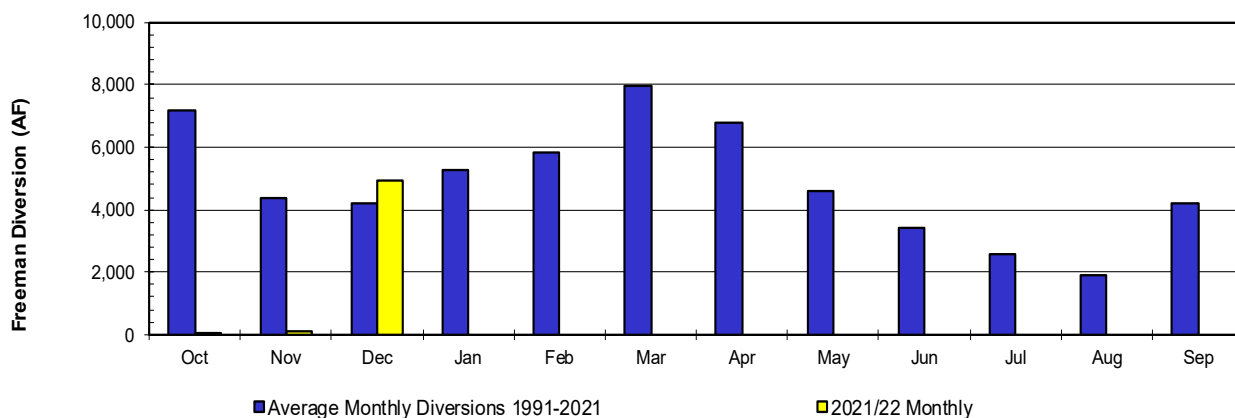
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading	El Rio Spreading	Noble Pit
Oct	0	2	2	0	0
Nov	0	78	78	0	0
Dec	0	5,035	3,137	1,860	0
Jan					
Feb					
Mar					
Apr					
May					
Jun					
Jul					
Aug					
Sep					

Cumulative diversion at Freeman, and distribution to recharge facilities

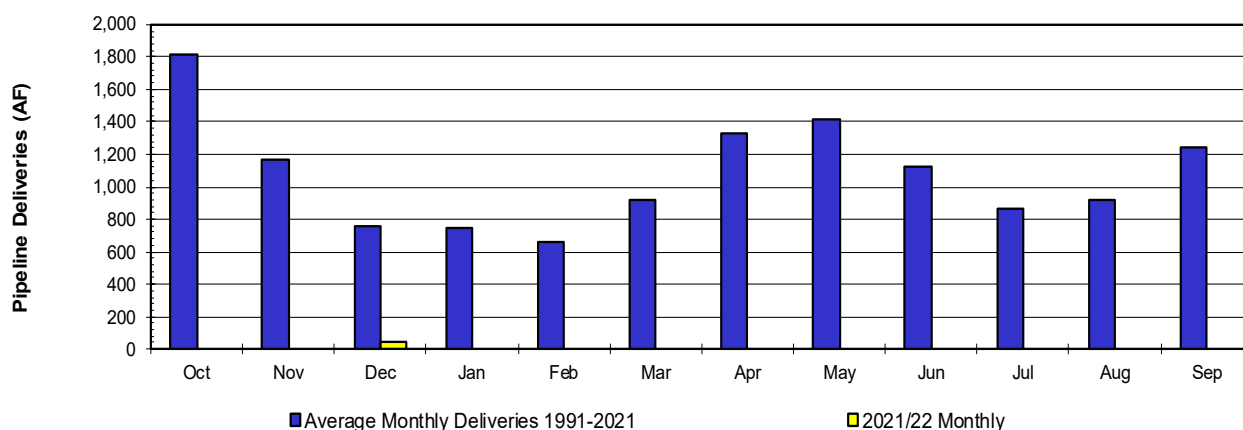


Cumulative diversions to Piru Spreading Grounds, 2021/22 = 0 AF

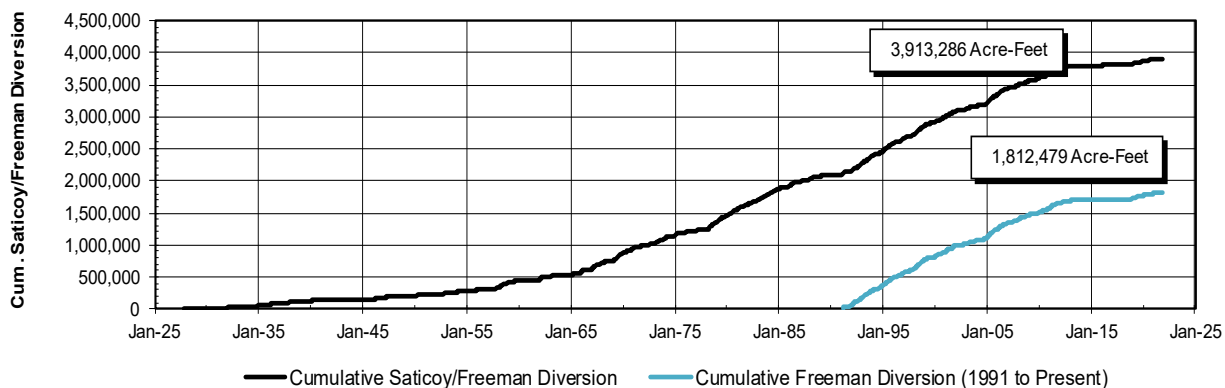
Monthly 2021/22 diversion at Freeman, compared to average monthly diversions (1991-2021)



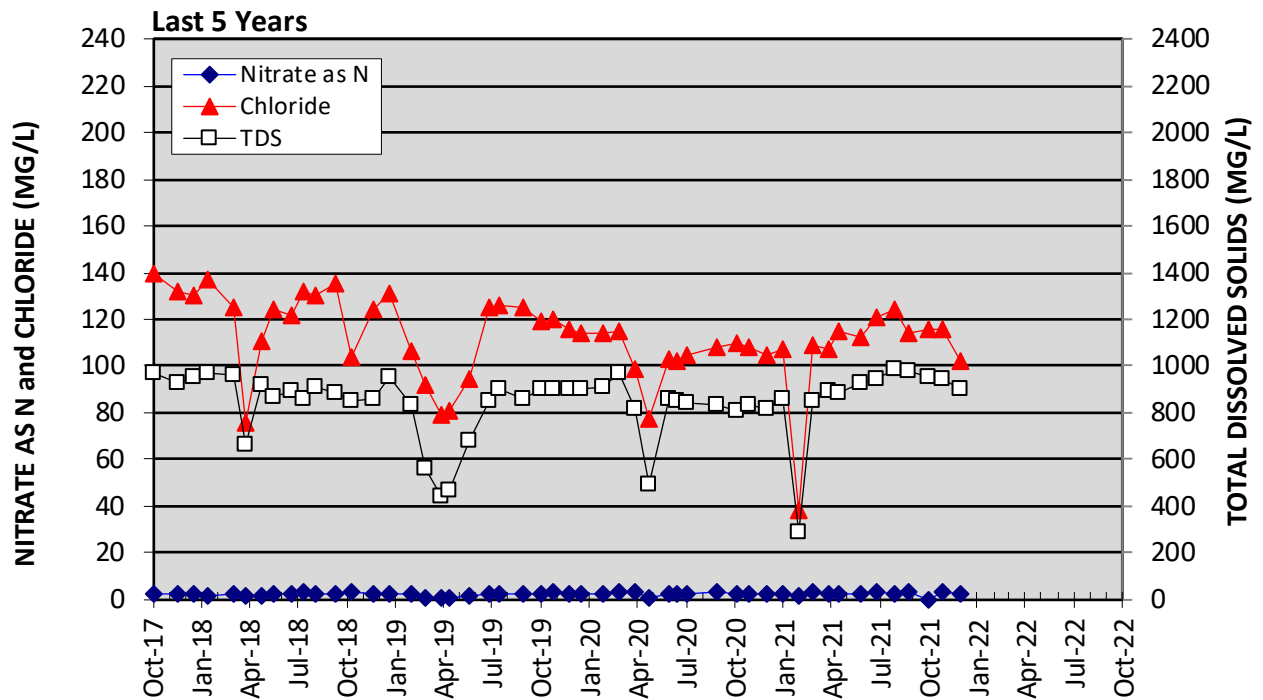
Monthly 2021/22 pipeline deliveries (surface water deliveries), compared to average monthly pipeline deliveries (1991-2021)



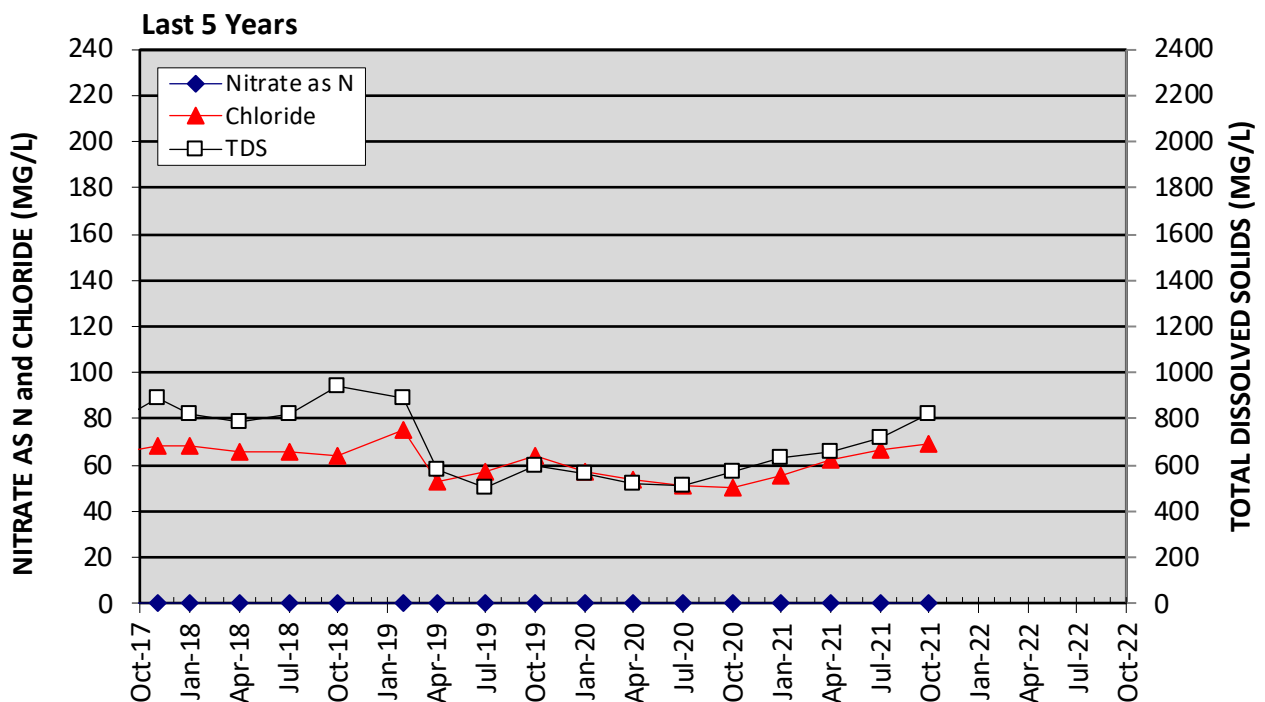
Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet



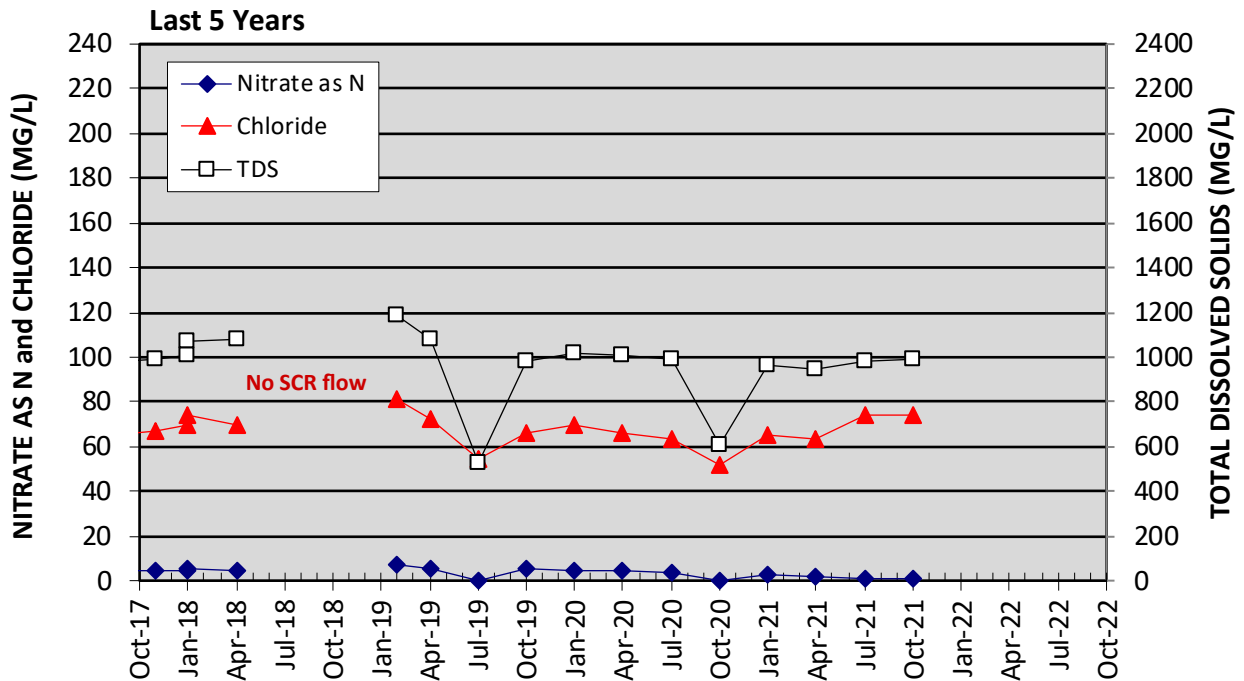
Santa Clara River water quality near Los Angeles/Ventura County line



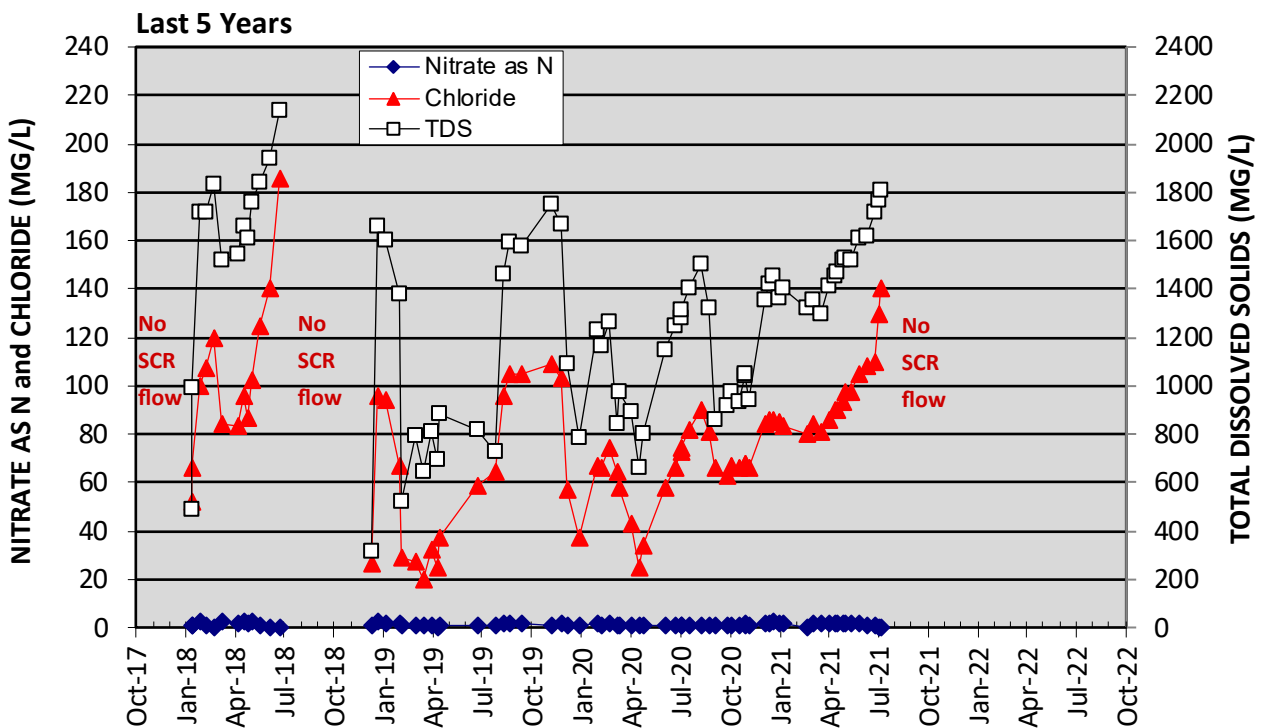
Piru Creek water quality below Santa Felicia Dam



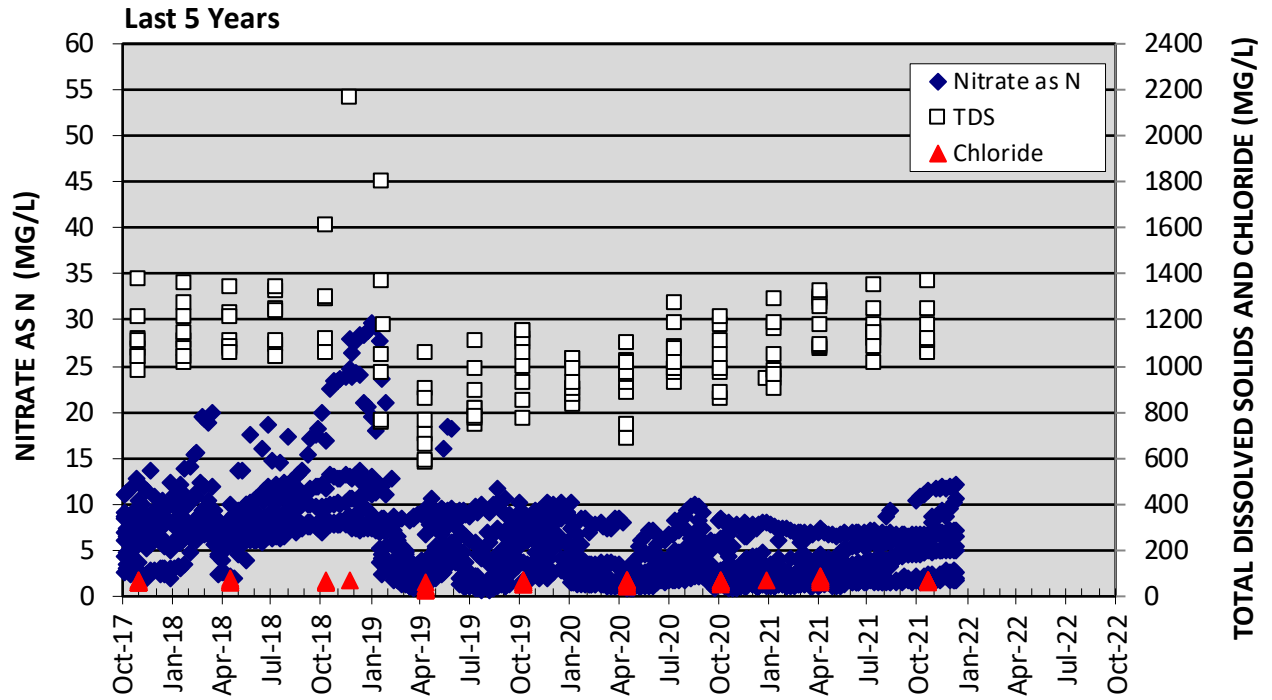
Santa Clara River water quality near Fillmore Fish Hatchery

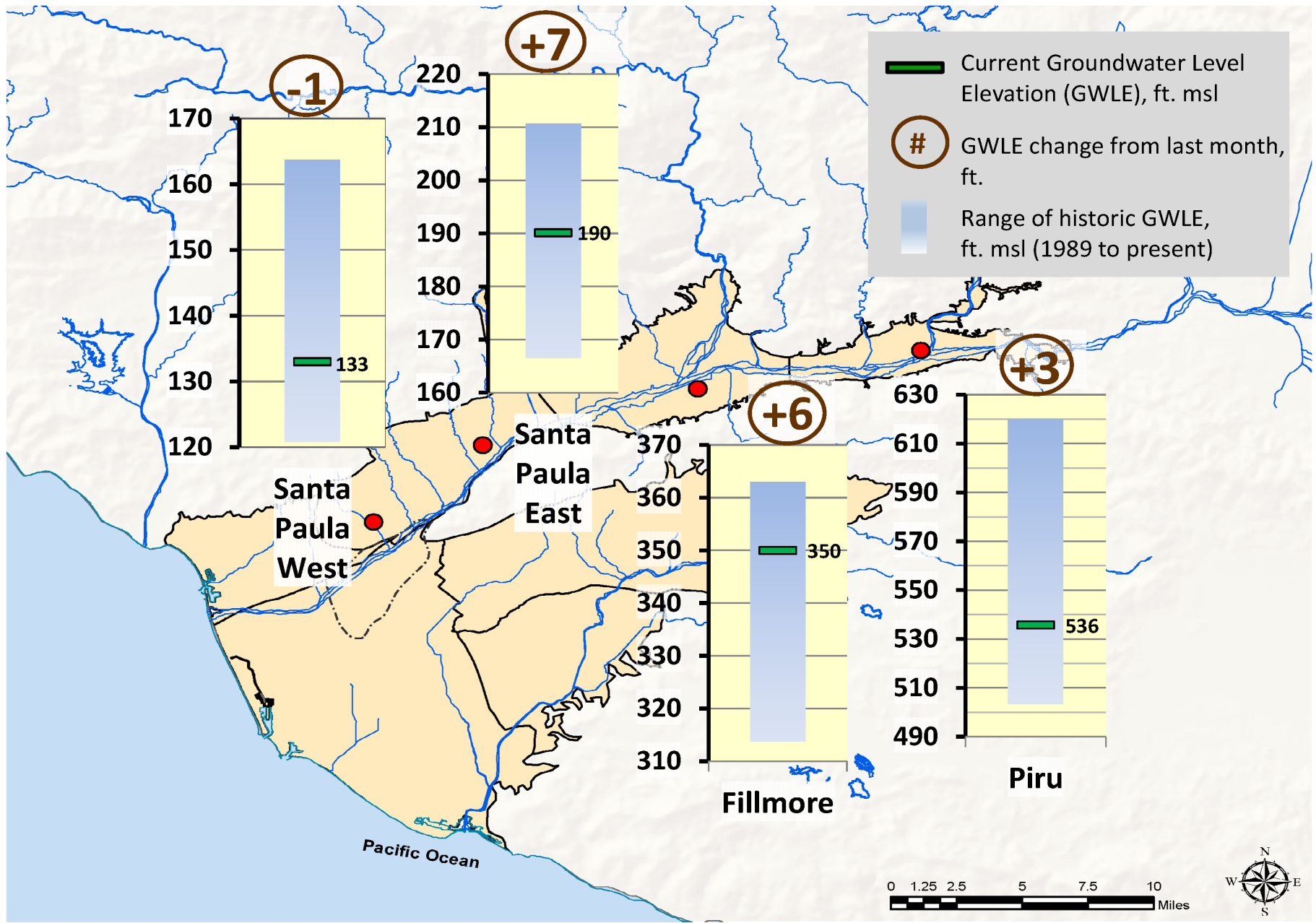


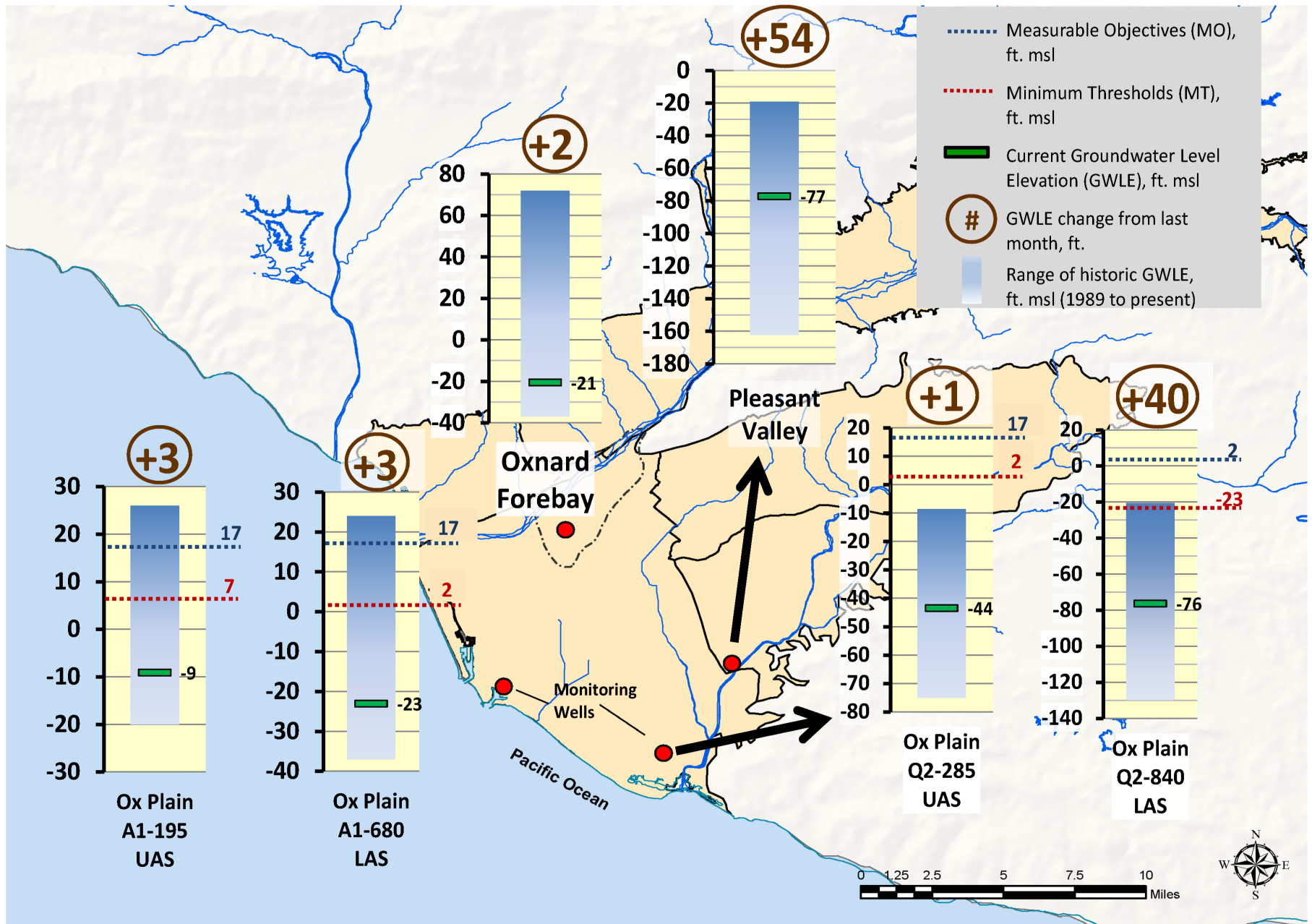
Santa Clara River water quality at Freeman Diversion



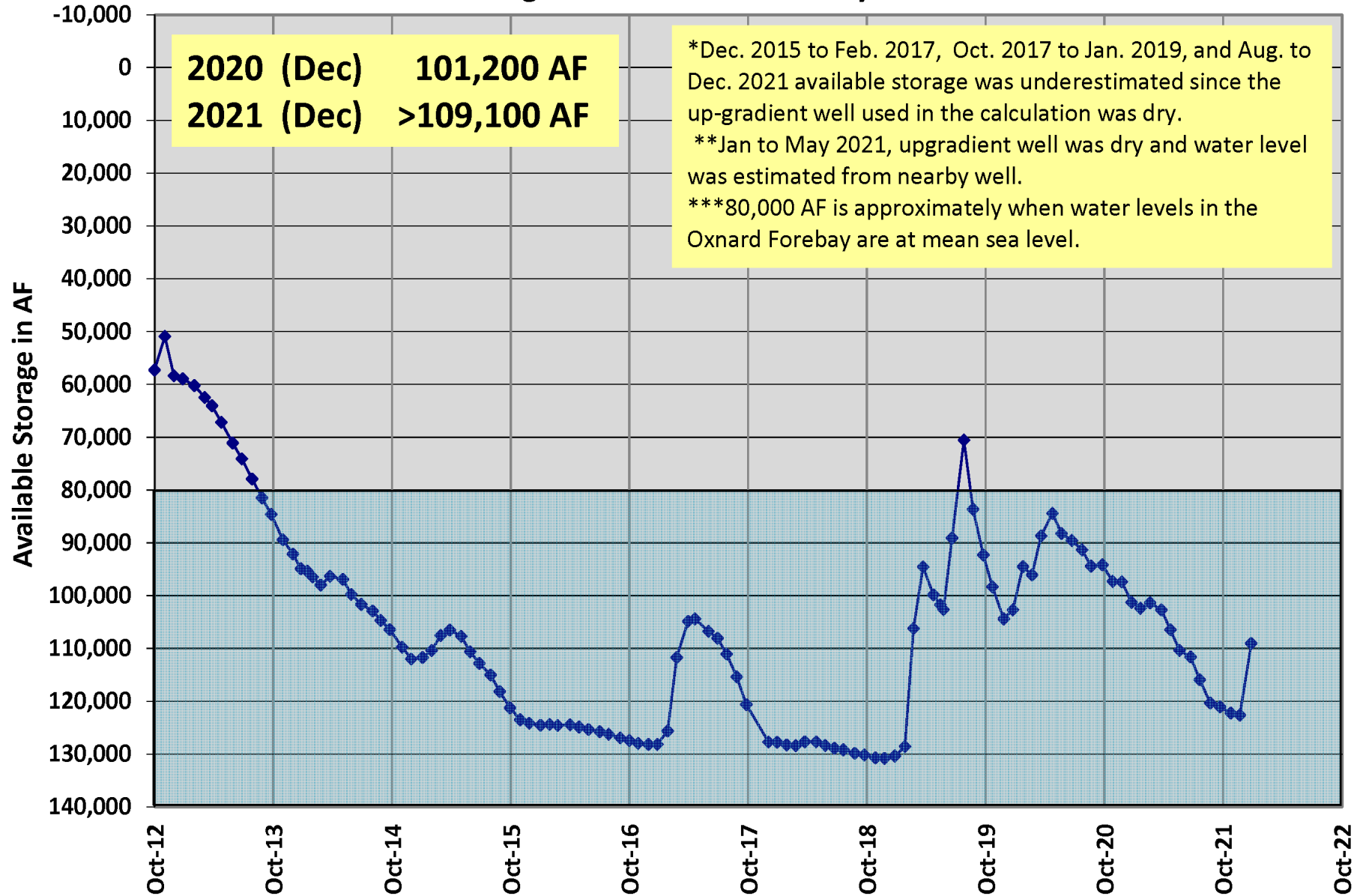
Water quality of Upper Aquifer System wells, El Rio well field

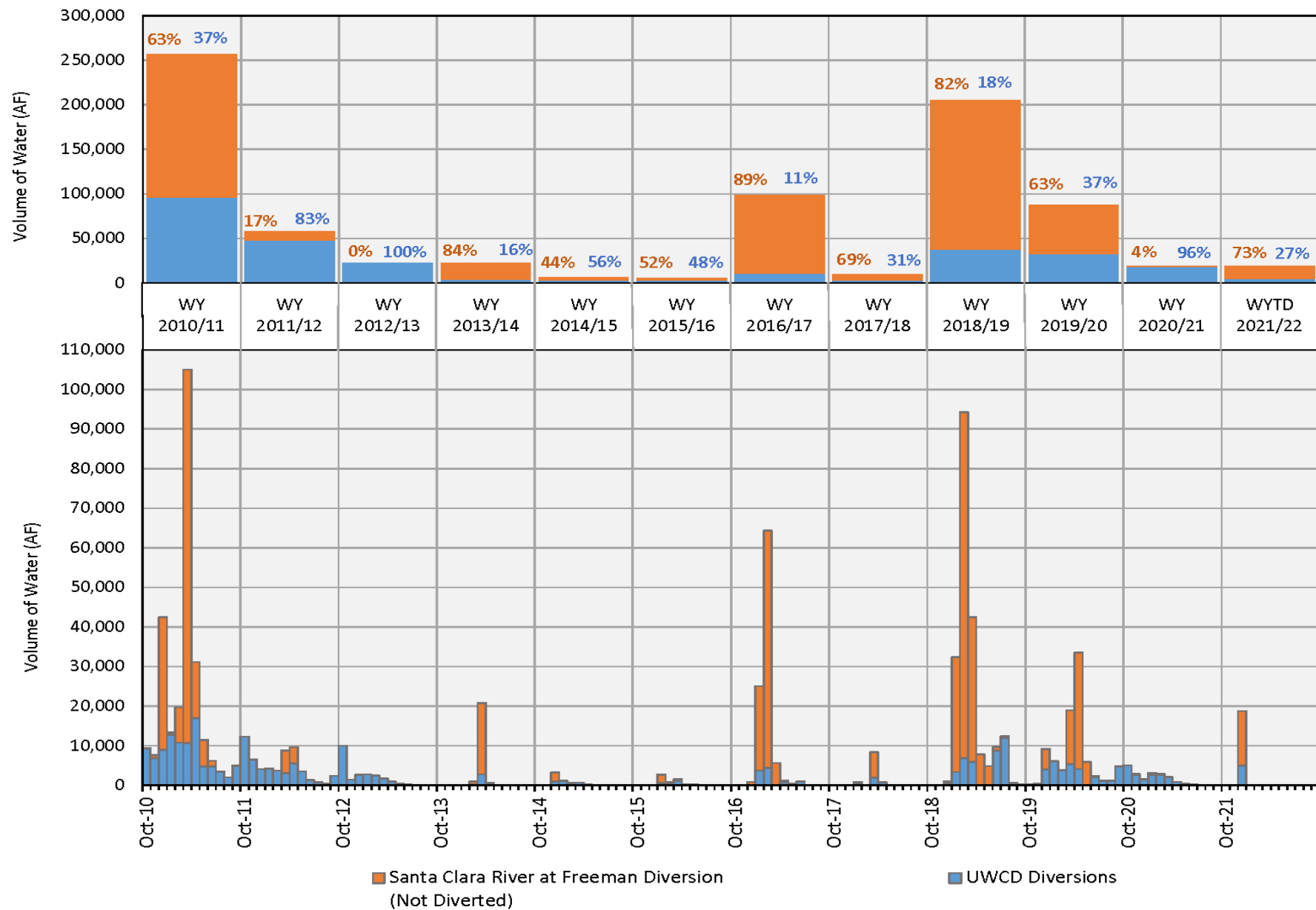






Available Storage in the Oxnard Forebay - Last 10 Years





Water Year (WY) = October 1 to September 30; WYTD = Water Year To Date



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Daryl Smith, Controller

Date: December 22, 2021 (January 12, 2022, meeting)

Agenda Item: 3.C Monthly (November 30, 2021) Investment Report
Information Item

Staff Recommendation:

Review and discuss the most current investment report for November 30, 2021, that is enclosed.

Discussion:

Based on the information included in the attached reports, staff will present a summary and discuss key information as an overview.

Fiscal Impact:

As shown.



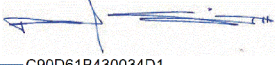
Attachment: Combined Investment Report

United Water Conservation District
Monthly Investment Report
November 30, 2021

<u>Investment Recap</u>	<u>G/L Balance</u>	<u>Weighted Avg Days to Maturity</u>	<u>Diversification Percentage of Total</u>
Bank of the Sierra	3,003,804	1	6.43%
US Bank - 2020 COP Bond Balance	19,006,973	1	40.70%
Petty Cash	3,400	1	0.01%
County Treasury	1,644	1	0.00%
LAIF Investments	24,681,671	1	52.84%
Total Cash, Cash Equivalents and Securities	46,697,493		100.00%
Investment Portfolio w/o Trustee Held Funds	46,697,493		
Trustee Held Funds	-		
Total Funds	46,697,493		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	24,681,671	-	24,681,671
	Interest	Interest	
	Earned YTD	Received YTD	Qtrly Yield
	17,289	40,543	0.24%

All District investments are shown above and conform to the District's Investment Policy. All investment transactions during this period are included in this report
Based on budgeted cash flows the District appears to have the ability to meet its expenditure requirements for the next six months.

<p>DocuSigned by:  36D23F9D982745E...</p> <hr/> <p>Mauricio E. Guardado, Jr., General Manager</p>	<p>12/22/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  70D59ECF0D8D46E...</p> <hr/> <p>Anthony Emmert, Assistant General Manager</p>	<p>12/22/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  C90D61B430034D1...</p> <hr/> <p>Daryl Smith, Controller</p>	<p>12/22/2021</p> <hr/> <p>Date Certified</p>

<i>United Water Conservation District</i>			
<i>Cash Position</i>			
November 30, 2021			
Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			Revenue collected for district operations
General/Water Conservation	12,465,617	3,645,639	Includes General, Rec & Ranger, Water Conservation
		1,725,000	Reserved for legal expenditures
		5,435,000	Designated for replacement, capital improvements, and environmental projects
		1,659,978	Supplemental Water Purchase Fund
General CIP Funds	5,339,205	5,339,205	Appropriated for capital projects
2020 COP Bond Funds	12,718,187	12,718,187	Reserved for CIP Projects
Special Revenue Funds:			Revenue collected for a special purpose
State Water Project Funds	3,202,292	3,202,292	Procurement of water/rights from state water project
Enterprise Funds:			Restricted to fund usage
Freeman Fund	331,706	331,706	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	1,998,685	1,998,685	Appropriated for capital projects
OH Pipeline Fund	1,626,382	1,626,382	Delivery of water to OH customers
OH CIP Fund	5,699,031	5,699,031	Appropriated for capital projects
OH Pipeline Well Replacement Fund	507,011	507,011	Well replacement fund
PV Pipeline Fund	387,353	387,353	Delivery of water to PV customers
PV CIP Fund	186,098	186,098	Appropriated for capital projects
PT Pipeline Fund	1,301,991	1,301,991	Delivery of water to PTP customers
PT CIP Fund	933,934	933,934	Appropriated for capital projects
Total District Cash & Investments	46,697,493	46,697,493	



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Kris Sofley, Clerk of the Board

Date: December 23, 2021 (January 12, 2022 meeting)

Agenda Item: 3.D **Resolution 2022-02** Subsequent Finding that the Governor of California issued a Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus and local officials continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus and Authorizing remote teleconference meetings of the legislative bodies of United Water Conservation District for the period of January 12, 2022 through February 11, 2022, pursuant to Brown Act provisions
Motion

Staff Recommendation:

The Board will consider adopting Resolution 2021-24 continuing subsequent findings that the requisite conditions exist for remote teleconference meetings of the District's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

Background:

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act ("the Brown Act"), the state's local agency public meetings law.

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021. After that date, local agencies are required to observe all the usual Brown Act requirements status quo ante (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

3.D Resolution 2022-02 Subsequent Finding that the Governor of California issued a Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus and local officials continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus and Authorizing remote teleconference meetings of the legislative bodies of United Water Conservation District for the period of January 12, 2021 through February 11, 2022, pursuant to Brown Act provisions
Motion

On September 16, the Governor signed AB 361 into law, effective immediately, which extends the flexibilities provided in the Governor’s prior executive order to local and state bodies to hold public meetings remotely beyond the executive order’s September 30, 2021 expiration date.

On September 20, the Governor signed an executive order (N-15-21) waiving the application of AB 361 until October 1, 2021, when the provisions of prior Executive Orders that established certain requirements for public agencies to meet remotely during the COVID-19 emergency will expire. The September 20 order makes clear that, until September 30, local agencies may conduct open and public remote meetings relying on the authority provided under prior Executive Orders (rather than AB 361). The revised Order also explicitly permits a local agency to meet pursuant to the procedures provided in AB 361 before October 1, so long as the meeting is conducted in accordance with the requirements of AB 361.

All local agencies are being asked to be aware that they may not conduct remote teleconference meetings pursuant to the authority in the Governor’s prior Executive Orders beyond September 30; after that date, all meetings subject to the Brown Act must comply with standard teleconference requirements (as they existed “pre-pandemic”) OR must comply with the newly enacted provisions of AB 361. The adoption of this Resolution provide the District with compliance as it relates to the newly enacted provisions of AB 361.

Fiscal Impact:

There is no fiscal impact related to the approval of this Resolution.

Attachment: Resolution 2022-02

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED WATER CONSERVATION DISTRICT REAFFIRMING THAT THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR OF CALIFORNIA ISSUED ON MARCH 4, 2020 RELATING TO THE COVID-19 VIRUS REMAINS IN EFFECT AND LOCAL OFFICIALS CONTINUE TO RECOMMEND SOCIAL DISTANCING MEASURES TO MITIGATE THE SPREAD OF THE COVID-19 VIRUS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF UNITED WATER CONSERVATION DISTRICT FOR THE PERIOD OF JANUARY 12, 2022 THROUGH FEBRUARY 11, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, United Water Conservation District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §54950 *et seq.*) (“Brown Act”), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

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

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

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Board of Directors previously adopted a Resolution, 2021-20 on October 13, 2021, finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists, and the Board of Directors has done so; and

WHEREAS, the State of Emergency proclaimed by the Governor of California on March 4, 2020, due to the outbreak and spread of the COVID-19 virus remains in effect and active in order to be able to prepare, respond, and implement measures to mitigate the spread of the COVID-19 virus; and

WHEREAS, local officials within the County of Ventura continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus; and

WHEREAS, as a consequence of the proclaimed state of emergency pursuant to the COVID-19 virus which continues to remain in effect, and local officials continuing to recommend social distancing measures to mitigate the spread of the COVID-19 virus, the Board of Directors does hereby find that the

legislative bodies of the District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the meetings of the District's legislative bodies continue to be open to the public, in accordance with the law.

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

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

Section 2. Reaffirmation of Governor's Proclamation of a State of Emergency. The Board hereby finds that the Governor of the State of California's Proclamation of State of Emergency pursuant to the COVID-19 virus, effective as of its issuance date of March 4, 2020, continues to remain in effect.

Section 3. Reaffirmation of Local Officials Recommendation of Social Distancing Measures. The Board hereby finds that local officials within the County of Ventura continue to recommend social distancing measures to mitigate the spread of the COVID-19 virus.

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of United Water Conservation District, this 12th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Michael W. Mobley, Board President

ATTEST: _____
Sheldon G. Berger, Board Secretary/Treasurer



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Brian Collins, Chief Operations Officer

From: John Carman, Programs Supervisor

Date: December 22, 2021 (January 12, 2022 Meeting)

Agenda Item: 4.1 Monthly Operations and Maintenance Department Report
Information Item

Staff Recommendation:

The Board will receive and file this staff report from the Operations and Maintenance department regarding its activities for the month of December.

1. Water Releases, Diversions and Deliveries

- Lake Piru rose 9.09 feet in December to 18,074 acre-feet (AF) of storage.
- 4,957 AF of water was diverted by the Freeman Diversion facility in December.
- 2,818 AF of water was diverted to the Saticoy recharge basins in December.
- 1,860 AF of surface water was delivered to the El Rio recharge basins in December.
- 38 AF of surface water was delivered to the PTP system in December.
- 15 AF of surface water was delivered to Pleasant Valley County Water District in December.

2. Major Facilities Update

- **Santa Felicia Dam**
 - Lake Piru rose 9.09 feet December 1, 2021 through January 1, 2022, to 18,074 AF of storage.
 - On January 1, 2022 the lake level was 71.2 feet below the spillway lip.
 - Habitat water releases from Santa Felicia Dam (SFD) were maintained at 7 cubic feet per second (cfs), for the month of December, as per the Water Release and Ramping Rate Implementation Plan for lower Piru Creek.
 - Staff cleared corrugated pipe drains and access to East Road due to December 14th storm event rock slides.
 - High flow pulse release of 1,420 acre feet, consisting of state water, from Lake Pyramid was delivered into Lake Piru.
-

**Agenda Item: 4.1 Monthly Operations and Maintenance Department Report –
Information Item**

- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- Flows at the Freeman Diversion averaged 81 cfs for the month of December, with 357 cfs of surface water being diverted on January 1, 2021.
- During the month of December, 2,818 AF of surface water deliveries were made to the Saticoy Recharge Facility.
- During the month of December, 1,860 AF of surface water deliveries were made to the El Rio Recharge Facility.
- Static water levels (distance of water from the well pad to the water table):

	2021	2020	2019
Saticoy	145'	122'	123'
El Rio	138.4'	119.2'	128.5'
PTP	115' - 154'	110' - 149'	118' - 153'

- **Noble/Rose/Ferro Basins**

- 0 AF of surface water was delivered to the Noble & Rose basins during December.

- **Oxnard-Hueneme (OH) Delivery System**

- El Rio staff assisted with North Turbidity supply line repairs.
- Staff serviced El Rio Booster Plant emergency natural gas engines.

- **Pleasant Valley County Water District (PVCWD)**

- During the month of December PVCWD received 15 AF of surface water from United and PVCWD continued to receive surface water from the Conejo Creek Project and also received some highly treated recycled water from the City of Oxnard's Advanced Water Purification Facility (AWPF).

- **Pumping Trough Pipeline (PTP)**

- During the month of December PTP system demand was met with a combination of surface water from the Freeman Diversion and PTP wells.
- Staff installed new Endress Hauser meter at Turnout 118 as part of the grant funded PTP Meter upgrade project.
- Staff collaborated with contractors Travis Ag and R&B Automation replacing PTP reservoir fill valve.

- **Instrumentation**

- Instrumentation staff troubleshot and replaced OH Booster Plant VFD programmable logic control cards, the result of Edison power supply interruptions.
- Staff commissioned PTP turnout 118 Endress Hauser 8" meter.
- PTP #5 VFD fan replaced by staff.

**Agenda Item: 4.1 Monthly Operations and Maintenance Department Report –
Information Item**

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of December.
- Monthly pH, turbidity and coliform samples were obtained for Lake Piru, as part of the Long Term 2 Enhanced Surface Water Treatment Rule compliance monitoring.
- Staff assisted contractor J&H Engineering with crack repair on treatment plant access road.

3. Operations and Maintenance Projects Update

- Grading and potholing ongoing as the Iron and Manganese grant funded project is underway at El Rio Booster Plant.

4. Other Operations and Maintenance Activities

- The Santa Felicia Dam Emergency Action Plan sirens located in Piru were exercised on December 3, 2021.
- On December 15, 2021 staff attended the Santa Paula Chamber of Commerce board meeting.
- Flocculation and Freeman control room buildings were re-roofed by contractor Rayco Roofing.
- El Rio treatment facility pre-chlorine sample pump replaced.
- The monthly inspection of Santa Felicia Dam was performed.
- Monthly bacteria samples were obtained for the PTP system.
- Monthly meter readings were obtained for the OH, PTP, and PV Pipelines.
- Completed and electronically transmitted the monthly OH Pipeline report to the State Water Resources Control Board Division of Drinking Water.
- Static water levels were obtained for all El Rio, Saticoy, and PTP wells.
- Weed abatement continued throughout the District.
- Action priority update biweekly meetings for operations staff were continued.

5. Safety and Training

- During the month of December, approximately 3400 hours of work, within the O & M department, were performed with no reportable accidents. The department's YTD safety record is 1 recordable injury.
- One Safety Meeting was conducted via Microsoft Teams in order to maximize social distancing in light of COVID-19. Two videos were provided to staff entitled *Ventix MX4 Bump Test* by Industrial Scientific *Supervisor Safety Tip: Confined Spaces* by Industrial Hygiene and Safety News (IHSN). The primary objective was to provide awareness of driving safety. AWWA safety handout entitled on "Climb into Confined

**Agenda Item: 4.1 Monthly Operations and Maintenance Department Report –
Information Item**

Space Safety” was briefed to staff. The purpose was to provide confined space refresher training, with specific emphasis on atmospheric hazards and rescue.

- Tailgate safety meetings were conducted at all individual O&M field locations and the topics included refresher training on equipment used at the various O&M locations. The online Target Safety assignments for November was “Water Industry Confined Space Entry.” A COVID-19 situational update was also briefed to staff, with emphasis on the most recent variant.

Attachments: A - Operations Log for December

OPERATIONS LOG

DATE	SANTA FELICIA DAM								FREEMAN DIVERSION**					RECHARGE				IRRIGATION						O-H		
	SFD El.	Stor.	Surface	Evap.	Inflow Balance	Outflow USGS	Hydro	Rain 106E	River	Diverted	Fish*** Facility	Bypass Channel	Crest	El Rio	Salicoy Facility		Noble/Rose	Piru	T.I.D.	P.T.P.	PVCWD	L.P.	Salicoy Wells	Total	C12	
	Fl.	A/F	Acres	Inches	Av. CFS	Av. CFS	Kw	Inches	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Misc: CFS†	Weir CFS	Av. CFS	Av. CFS	A/F	A/F	A/F	%	A/F	A/F	A/F	Lbs.
A/F*		13518			85	909		0.8	78	78	0	0		0	0		0	0.0	0	0	0		0.0	0	2,844	21,167
12/1/21	974.69	13504	465.90	0.122	2	7.45	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	42.8	288	
12/2/21	974.66	13490	465.70	0.160	2	7.45	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	43.6	330	
12/3/21	974.62	13472	465.40	0.101	-1	7.45	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	45.2	326	
12/4/21	974.59	13458	465.20	0.061	1	7.45	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	41.4	297	
12/5/21	974.59	13458	465.20	0.078	8	7.52	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	36.4	284	
12/6/21	974.54	13434	464.80	0.218	-2	7.5	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	44.4	304	
12/7/21	974.52	13425	464.70	0.074	4	7.54	0	0.02	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	41.8	299	
12/8/21	974.89	13598	467.30	0.042	95	7.67	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	42.6	320	
12/9/21	976.29	14258	476.00	0.074	342	7.73	0	0.05	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	36.7	312	
12/10/21	976.61	14411	478.10	0.049	85	7.73	0	0.23	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	41.1	313	
12/11/21	976.61	14411	478.10	0.101	9	7.71	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	38.2	295	
12/12/21	976.60	14406	478.00	0.068	6	7.71	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	35.4	265	
12/13/21	976.56	14387	477.80	0.062	-1	7.72	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.00	0.0	0.0	39.1	305	
12/14/21	976.77	14487	479.10	0.040	59	7.73	0	2.08	365	3	0	362	0	0	3	0	0	0.0	0.0	0.0	0.00	0.0	0.0	34.3	259	
12/15/21	977.35	14766	483.10	0.035	149	7.74	0	0.84	249	133	0.5	115.1	0	0	133	0	0	0.0	0.0	0.0	0.00	0.0	0.0	37.4	265	
12/16/21	977.45	14815	483.90	0.062	33	7.71	0	0.00	77	77	0	0	0	0	77	0	0	0.0	0.0	0.0	0.00	0.0	0.0	37.6	250	
12/17/21	977.57	14873	484.70	0.058	38	7.68	0	0.05	40	40	0	0	0	0	36	0	0	0.0	7.8	0.0	7.8	0.00	0.0	0.0	35.3	271
12/18/21	977.57	14873	484.70	0.038	8	7.7	0	0.00	28	28	0	0	0	3.42	20	0	0	0.0	10.2	6.6	3.6	0.00	0.0	0.0	35.6	274
12/19/21	977.56	14868	484.70	0.080	6	7.7	0	0.00	25	25	0	0	0	10.09	15	0	0	0.0	0.1	0.2	0.0	0.00	0.0	0.0	35.5	264
12/20/21	977.57	14873	484.70	0.075	11	7.78	0	0.00	23	23	0	0	0	5.27	16	0	0	0.0	3.4	5.7	0.0	0.00	0.0	0.0	40.8	302
12/21/21	977.56	14868	484.70	0.053	6	7.94	0	0.00	22	22	0	0	0	3.53	15	0	0	0.0	6.5	9.5	0.0	0.00	0.0	0.0	38.9	307
12/22/21	977.56	14868	484.70	0.054	9	8.1	0	0.00	21	21	0	0	0	5.54	12	0	0	0.0	7.0	10.6	0.0	0.00	0.0	0.0	36.6	279
12/23/21	977.61	14892	485.00	0.021	20	7.97	0	0.70	265	96	0	167	1.7	61.59	-13	47.3	0	0.0	1.2	1.4	0.0	0.00	0.0	0.0	35.1	251
12/24/21	978.52	15337	494.20	0.026	231	6.13	0	3.11	1868	233	14.3	445.5	1174.7	66.41	33	133.9	0	0.0	0.1	0.3	0.0	0.00	0.0	0.0	35.6	299
12/25/21	979.11	15630	501.60	0.058	156	7.75	0	0.12	572	332	16	6.2	217.4	114.43	-66	283.9	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	28.6	253
12/26/21	979.58	15868	507.90	0.027	128	7.75	0	0.67	515	344	16.6	0	154.5	118.51	-68	293.1	0	0.0	0.9	1.2	0.0	0.00	0.0	0.0	31.1	239
12/27/21	979.89	16027	512.10	0.084	89	7.7	0	0.02	239	232	7.1	0	0	111.49	-94	215.0	0	0.0	0.1	0.3	0.0	0.00	0.0	0.0	34.3	236
12/28/21	980.00	16083	513.60	0.032	36	7.24	0	0.09	167	166	0.8	0	0	110.7	-64	118.7	0	0.0	0.7	1.2	0.0	0.00	0.0	0.0	33.8	279
12/29/21	980.02	16093	513.70	0.050	13	7.58	0	0.01	223	157	0.2	49.5	15.9	114.08	-2	44.8	0	0.0	0.0	0.1	0.0	0.00	0.0	0.0	33.5	272
12/30/21	981.17	16689	521.60	0.041	310	8.06	0	2.62	3126	217	21.4	582.2	2304.9	96.01	40	80.9	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	32.4	278
12/31/21	983.78	18074	541.20	0.022	708	8.15	0	0.87	1643	341	38.5	26.4	1237.2	118.56	17	205.5	0	0.0	0.2	0.7	0.0	0.00	0.0	0.0	33.2	311
TOTAL CFS					2559	237		11.48	9479	2504	115	1754	5106	940	122	1423	0	0.0								
AVERAGE CFS					83	8			306	81	4	57	165	30	4	46	0	0.0								
TOTAL A/F					5067	469			18769	4957	228	3473	10110	1860	241	2818	0	0.0	38	38	11		0	0.0	1158	8827
MONTHLY REVENUE TO DATE (approx.)							\$0	K																		
AVERAGE A/F					163	15			605	160	7	112	326	60	8	91	0	0.0	1	1	0	0%	0	0.0	37	285
WATER YEAR TOTALS A/F					5,152	1,378		12.28	18,847	5,035	228	3,473	10,110	1,860	3,058		0	0.0	38	38	11		0	0	4,002	29,994
* Input total A/F previous month																										
** Daily averages imported from Ranch Systems																										
*** Fish facility flows include Denil fishladder, aux pipe and smolt bypass pipe																										
† Includes Ponds A, C, E, and I overflows, temporary storage in the desilting basin and Pond B, JLB diversions, losses between meters. Negatives mean prior storage from pond B or desilting basin is discharging to other metered sources.																										



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Clayton W. Strahan, Chief Park Ranger

Date: December 19, 2021 (January 12, 2022 meeting)

Agenda Item: 4.2 **Monthly Park and Recreation Department Report**
Information item

Staff Recommendation:

The Board will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of December 2021.

Discussion:

December marked the first major rain event of the season at the Recreation Area. Between December 7 and 17, the lake received 3.27 inches of rainfall. The combination of the rainfall and annual water releases from Lake Pyramid provided a boost to the exceptionally low lake levels, adding nearly two vertical feet of water to the lake. Amazingly, the rainfall received thus far has nearly exceeded what we received in the entire 2020 season. There were no substantial damages resulting from the rainfall, and our staff worked in partnership with O&M personnel from the Santa Felicia Dam to clean up the minimal debris flows that did occur. Recreation staff stayed busy completing maintenance projects, attending training, and assisting other departments in their efforts at the lake. Additionally, staff participated in the Piru Community Christmas Parade, decorating a patrol truck and boat, and distributing candy to the community. Finally, staff and legal counsel have been working diligently to finalize a contract between the District and Tommy's Boats for marina services and boat rentals at the Recreation Area beginning next season.

Note – this report contains several tasks and incidents that occurred during the month of November after the filing of the previous staff report and are included here to ensure the Board is fully informed of activities at the Recreation Area.

1. Staff Tasks and Activity Highlights

- **Nov. 22:** Staff cleaned and maintained infrastructure on the face of the Santa Felicia Dam to assist O&M staff in their daily reads and routines.
- **Nov. 22:** Staff completed maintenance on assigned District vehicles to ensure readiness and professional appearance.
- **Nov. 28:** Staff continued repairs on the fish cleaning station to restore service and provide guests a designated area to clean their fish.
- **Nov. 28:** Staff picked up trash that had blown into brush around lakeshore in an effort to prevent it from polluting the lake.
- **Nov. 29, 30:** Staff prepared and painted curbs throughout the Recreation Area to provide clear traffic designations and a professional appearance.
- **Nov. 30:** Staff assisted Environmental Services and Cramer Fish Sciences in the installation of several fish trapping and surveying installation in Piru Creek north of the lake.
- **Dec. 3:** Staff assisted Water Resources and placed multiple warning signs along Piru Creek north of Lake Piru and south of Frenchman's Flat to ensure members of the public were not caught in the canyon during significant water releases down the creek.
- **Dec. 7, 8:** Staff removed Boat 3 from the water, pressure washed it to decontaminate it of quagga mussels, and prepared it for participation in the Piru Christmas Parade.
- **Dec. 7:** Staff prepared the shoreline throughout the Recreation Area for incoming water releases from Lake Pyramid and rainstorms.
- **Dec. 8:** Staff repaired the pressure washer and decontamination unit to ensure availability for any vessels in need of decontamination.
- **Dec. 13:** Staff cleaned and removed debris from drainage ditches in the Recreation Area to reduce the risk of erosion and damage from storm runoff.
- **Dec. 14:** Staff worked with SFD O&M personnel to clear a mudslide across the launch ramp that resulted from significant overnight rains.
- **Dec. 16:** Staff moved the marina and courtesy dock to keep pace with rising lake levels and to provide a pleasant experience for guests.

2. Staff Training/Meetings/Events

- **Nov. 28:** Staff completed monthly safety training regarding safe driving practices from Target Solutions.
 - **Dec. 4, 5:** Staff completed training from DART-drones regarding basic Unmanned Aerial System (UAS) operation and subsequently passed the licensing exam for FAA Part 107 certification. This training and certification will further an ongoing pilot program at the Recreation Area to evaluate the utility of a UAS program for the Ranger staff.
 - **Dec. 6:** Staff completed Homeless Liaison Officer training at the Anaheim Police Department with officers from numerous other agencies around Southern California. The Homeless Liaison Officer training will enable Rangers to work with other government agencies to find a solution for homeless persons residing on District property.
 - **Dec. 14:** Staff completed annual herbicide handling and application training in Saticoy to ensure compliance with state law and District policy.
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4.2 Monthly Park and Recreation Department Report

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- **Dec. 15-17:** Staff completed training and certification in Public Safety First Aid, which provides a higher degree of certification and knowledge than is provided in a typical one-day class.

3. Revenue and Visitation Recap

2021 Day Use Revenue Recap and Comparison	
2021 Day Use Revenue (Jan. 1 – Dec. 19)	\$369,406.14
2019 Day Use Revenue (Jan. 1 – Dec. 31)	\$232,742.00
Total Revenue Increase/Decrease from Prior Year	\$136,664.14
Annual Increase in %	58%
15-year average for Day Use	\$231,394.00
2021 Camping Revenue Recap and Comparison	
2021 Camping Revenue (Feb. 19 – Dec. 19)	\$501,804.96
2019 Camping Revenue (Jan. 1 - Dec. 31)	\$487,164.00
Total Revenue Increase/Decrease from 2019	\$14,640.96
Annual Increase in %	3%
15-year average for Camping	\$339,909.00
Current and Record Year Comparison (2019 vs. 2021)	
2021 Combined Revenue (Jan. 1 – Dec. 19)	\$871,211.10
2019 Combined Revenue (Jan. 1 – Dec. 31)	\$1,124,151.00

2021 Total Visitation Figures				
Month	# Nights/Sites	# People	# Vehicles	# Vessels
January	0	2,627	1,196	219
February	0	2,047	1,049	155
March	243	3,473	1,771	393
April	624	5,940	2,653	483
May	732	5,346	3,292	507
June	685	5,581	3,025	730
July	1,007	6,986	3,783	817
August	536	4,425	2,463	796
September	631	4,253	2,826	803
October	399	2,377	1,520	371
November	282	2,097	1,037	197
December (1-19)	109	658	372	50
Total	5,248	45,810	24,987	5,521

4. Incidents/Arrests/Medicals

Rangers noted a marked decrease in calls for service and incidents during the month of November. Several items of note are listed below:

4.2 Monthly Park and Recreation Department Report

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- **December 18:** Rangers worked with Ventura County Sheriff's deputies to ensure the peaceful departure of a guest who refused to depart the campground upon termination of their reservation.
- **Throughout December:** Rangers worked in partnership with wardens from the California Department of Fish and Wildlife to investigate violations of the Fish & Game code as well as other state laws. The investigation concluded with multiple search warrants and arrests by wardens. The investigation, which was aimed at a suspected poaching ring, involved a weeks long investigation after rangers contacted hunters that were engaged in illegal take of deer in and around the lake.

5. Citations/Enforcement Summary

Throughout December, no citations were issued.

However, several warnings were issued for driving off a designated roadway, camping outside a designated area, and parking in restricted area.

It should be noted that numerous other enforcement contacts were made for violations of District ordinances. However, as it is the District's goal to use education as a means for compliance in most cases, Park Rangers used these incidents as an opportunity to educate the guests via verbal warning. Citations are typically issued as a last resort when the violation is egregious or voluntary compliance cannot be obtained.

6. Grants

Nothing new to report at this time.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Dan Detmer, Water Resources Manager

Date: December 20, 2021 (January 12, 2022 Meeting)

Agenda Item: 4.3 Monthly Water Resources Department Report
Information Item

Staff Recommendation:

Receive a summary report on various Water Resources Department activities.

Discussion:

Staff Activities

In addition to the Department's routine, ongoing groundwater monitoring and reporting programs and its support of Groundwater Sustainability Agencies (summarized in a separate staff report), notable efforts and activities conducted by staff during the past month included the following:

- Groundwater Modeling:
 - Staff has converted the 2018 version of the groundwater flow model (Coastal Plain Model) to a new software version MODFLOW-USG-Transport that allows for the simulation of salinity and water density changes associated with seawater intrusion in the coastal areas surrounding Point Mugu and Port Hueneme. Staff has used the new model to simulate various extraction barrier scenarios near Point Mugu as part of a feasibility study for the Extraction Barrier and Brackish Water Treatment Project. This work is funded by a Prop 1 Round 2 grant.
 - Staff continue to model alternatives for integrating (optimizing) new and existing water-supply and conjunctive-use projects to increase sustainable yield and provide sufficient water to meet current and future demands in the Oxnard and Pleasant Valley basins, which are classified as "critically overdrafted" by CA Department of Water Resources. This effort incorporates both surface-water-distribution modeling and groundwater modeling to evaluate different combinations of water-supply and conveyance infrastructure to maximize sustainability, resilience, and environmental benefits while keeping potential project costs reasonable.
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Agenda Item: 4.3 Monthly Water Resources Department Report
Information Item

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- Staff continue to help the Environmental Services Department (ESD) evaluate effects of existing and potential future surface water flow conditions at the Freeman Diversion.
 - Staff are assisting Environmental Services and Engineering Departments in evaluating fish passage design modifications under consideration for United's Habitat Conservation Plan (HCP), including assisting with physical modeling efforts at the Bureau of Reclamation's facility in Denver.
 - Staff assisted ESD in evaluating the effects of minor shifts in the channel of the Santa Clara River upstream from the Freeman Diversion on groundwater elevations below adjacent areas of riparian vegetation.
- Staff continue to assist with planning and coordination for release of Table A water and supplemental State Water Project water acquired from City of San Buenaventura. A release of 1,420 AF from Pyramid Lake to Lake Piru was conducted in early December.
- Staff continue to collaborate with the Engineering Department to develop, design, and implement a portfolio of new or improved water-supply projects within the District's service area. The collaborative effort is currently focused on refining the conceptual design of water-supply projects and new conveyance systems so that they yield the best value in terms of sustainable yield for the groundwater basins in United's service area. United staff reviewed a technical memorandum prepared by Kennedy Jenks summarizing results of their analysis of conceptual design alternatives for conveyance of treated water from the Extraction Barrier and Brackish Water Treatment Project to users. Groundwater-flow and surface-water-distribution modeling are currently being applied to develop an optimal barrier to seawater intrusion and to determine the cost-benefit ratio of adding new extraction wells in inland areas of Oxnard basin or in the Upper Aquifer System to help achieve sustainable management criteria.

Outreach and Educational Activities:

- Staff continue to participate in meetings or phone calls with the FCGMA, State and local government representatives, and other stakeholders to provide information regarding sustainability issues and water-supply projects, as requested.
- Water Resources and Environmental Services staff participated in Oxnard High School's STEAM Day on December 11, giving presentations on water quality, sources of water supply, and environmental issues in the Oxnard Coastal Plain area.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Dan Detmer, Water Resources Manager

Date: December 20, 2021 (January 12, 2022 Meeting)

Agenda Item: 4.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
Information Item

Staff Recommendation:

Receive a summary report on the monthly activities of the three local Groundwater Sustainability Agencies (Fox Canyon Groundwater Management Agency, Fillmore and Piru Basins GSA, and Mound Basin GSA), for which District board members serve as member directors, and the Santa Paula basin (adjudicated) Technical Advisory Committee. Staff may also report on state-wide issues related to the implementation of the Sustainable Groundwater Management Act of 2014.

Discussion:

Fox Canyon Groundwater Management Agency (FCGMA)

Staff continue to monitor and, where appropriate, participate in the FCGMA's groundwater sustainability planning and implementation efforts in the Oxnard, Pleasant Valley, and Las Posas Valley basins. United staff continue to meet periodically with FCGMA staff to develop analyses of benefits and impacts of water-supply projects and different variations of those projects in support of developing a sustainable, resilient water-supply portfolio for the service areas of both agencies.

Throughout December, staff from United and other water agencies in the Oxnard and Pleasant Valley basins participated in the FCGMA's effort to develop project proposals to include in the California Department of Water Resources' (DWR) Sustainable Groundwater Management (SGM) Grant Program, with \$7.6 million reserved for each critically overdrafted (COD) basin. The Oxnard and Pleasant Valley basins are COD basins. Grant funding can be used for project planning, design, and implementation activities.

Agenda Item: 4.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
Information Item

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United staff also attended and, where appropriate, contributed to FCGMA Board and Committee meetings, as follows:

Board of Directors meetings – The FCGMA Board held a regular meeting on December 10. Notable topics included:

- The Board received a presentation from staff on an update to GSP implementation for the Las Posas Valley, Oxnard and Pleasant Valley basins. This included a GSP implementation timeline from 2021 to 2040 for projects, management actions, addressing data gaps/increasing knowledge of the basin, reporting and administrative actions.
- The Board approved the contract amendment with Dudek to increase the budget by \$150,075 to draft annual GSP reports for the basins and to conduct additional tasks related to GSP implementation.
- The Board received a presentation from staff on DWR's SGMA Implementation Grant, Round 1, including a general overview on grant requirements and eligible projects. Staff plan to include a list of projects in the GSP annual report, which is a requirement for grant eligibility. Grant application and GSP annual reports are due by January 31, 2022. United staff spoke in support of the GSM grant effort and project development, highlighting the projects listed in United's Board Resolution 2021-27.
- Several allocation variance requests were considered by the Board.

The next FCGMA Board meeting is scheduled for January 26, 2022 at 1:30 pm.

OPV Variance Review Committee meeting – The committee meeting scheduled on December 6 was cancelled. The committee meeting scheduled on December 20 was cancelled.

Fiscal Committee meeting – The FCGMA Fiscal Committee has not met since May 18.

Operations Committee meeting – The FCGMA Operations Committee has not met since May 19.

The Legal *Ad Hoc* Committee of the OPV Core Stakeholder Group has not met since June 11. Discussions by this committee are subject to a non-disclosure agreement.

Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA)

Staff continue to participate in FPBGSA activities supporting SGMA compliance and GSP preparation for the Fillmore and Piru basins, as follows:

Board of Directors meetings – The FPBGSA held a regular Board meeting on December 16. Notable topics included:

- The Board received a brief presentation from consultant DBS&A on final GSP development and how the GSPs were edited following public comments and Board discussion at the previous board meeting.

Agenda Item: 4.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
Information Item

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- A Public Hearing was held during the regular Board meeting to allow public comments and to consider adoption of the Fillmore and Piru GSPs. No new public comments were received. After the Public Hearing and board discussion, the Board passed Resolutions 2021-09 and 2021-10, adopting the GSPs for Fillmore and Piru basins.

The next regular FPBGSA Board meeting is scheduled for January 20 at 5:00 pm.

GSP preparation – The FBBGSA is in the process of submitting the Final GSPs (approved by the Board on December 16) and provide supporting materials to the DWR web portal as required.

Data Resources - A web-based data management and mapping system that includes well construction information and available water level and water quality records for wells within the Piru and Fillmore basins remains available on the agency website, as are numerous technical references relating to the basins and development of the GSPs.

New Monitoring Wells – Staff is helping coordinate land access agreements with area landowners in opportune locations for new monitoring wells funded by a DWR Technical Support Services (TSS) grant. Staff is assisting with the preparation of a monitoring plan and other grant submittal documents as part of the TSS grant agreement with DWR.

Mound Basin Groundwater Sustainability Agency (MBGSA)

Staff continue to participate in MBGSA activities supporting SGMA compliance and GSP development for the Mound basin, as follows:

Board of Directors meetings

The MBGSA Board held a regular meeting on December 16. Notable topics included:

- Executive Director Bryan Bondy provided an update for construction of new monitoring wells through DWR's Technical Support Services (TSS) grants program for GSP development and implementation. Mr. Bondy is working with DWR to finalize the TSS agreement. After this is completed, construction can commence for the planned monitoring wells near the coastline south of Ventura Harbor. DWR had originally planned for construction to begin in December; however, construction has been postponed until early 2022.
- The Board received a presentation from staff on the updated GSP development schedule and grant activities during the month of December.

The next regular MBGSA Board meeting is scheduled for January 20, at 1:00 pm.

GSP preparation – The MBGSA is in the process of submitting the Final GSP (approved by the Board on November 18) and provide supporting materials to the DWR web portal as required.

Agenda Item: 4.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
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Santa Paula Basin Technical Advisory Committee (TAC)

Staff continue to participate in the Santa Paula basin TAC in support of the Santa Paula Basin Judgment and in conformance with SGMA reporting requirements for adjudicated basins, as follows:

- Staff are working with the TAC to finalize the 2020 Annual Report of groundwater conditions within the Santa Paula Basin adjudicated area and submit the report to the court and to DWR.
- The Technical Working Group of the TAC has proposed a meeting to discuss the Triggers Analysis and finalization of the draft 2020 Santa Paula Basin Annual Report; however, a specific date and time have not yet been selected.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Daryl Smith, Controller
Josh Perez, Human Resources Manager
Zachary Plummer, Information Technology Administrator
Kris Sofley, Executive Assistant/Clerk of the Board

Date: January 3, 2022 (January 12, 2022, meeting)

Agenda Item: 4.5 Monthly Administrative Services Department Report
Information Item

Staff Recommendation:

The Board will receive this staff report and attached presentation from the Administrative Services Department regarding its activities for the month of December 2021.

Discussion:

Finance

- Completed FY 2020-21 Annual Comprehensive Financial Report and delivered to Board of Directors at December meeting.
- Submitted an application to the Government Financial Officers Association for award for excellence in financial reporting based on FY 2020-21 ACFR.
- Prepared groundwater statements for the first half of fiscal year 2021-22 and delivered to groundwater pumpers.
- Began preparations for FY 2022-23 Budget.
- FY 2019-20 and FY 2020-21 Auditors Financial Reports for Mound Basin GSA and Fillmore and Piru Basins GSA have been completed.

Administrative

- Provided support (and transportation) for the District's ACWA Conference outreach efforts.
 - Organized the District's Toys R Tots toy drive with the Rotary Club of Santa Paula.
 - Organized the District's annual Staff Holiday Party
 - Provided administrative assistance for drafting, finalizing, and distributing/posting materials for the UWCD's Executive Committee, Recreation Committee, Engineering and
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Operations Committee, and Finance and Audit Committee meetings as well as a Special UWCD Board Meeting and the regular UWCD Board meeting in December.

- Provided administrative assistance for drafting, finalizing, and distributing/posting materials for the Fillmore and Piru Basins Groundwater Sustainability Agency's Board meeting in December.
- Provided administrative assistance for drafting, finalizing, and distributing/posting materials for the Mound Basin Groundwater Sustainability Agency's Board meeting in December.
- Provided support to outreach effort and document preparation for the District's comments and coalition efforts in response to the CalTrout CESA listing petition submitted to the California Fish and Game Commission.

Human Resources

- Prepared onboarding paperwork for new Chief Financial Officer to start on January 18.
- Prepared paperwork for new Technology Systems Manager.
- Posted internal/external Reservations Coordinator position and reviewing applications for the position in coordination with Chief Park Ranger Strahan.
- Posted internal/external Environmental Services Field Technician position and reviewing applications in coordination with Environmental Services staff.
- Continued work with Recreation Dept. to fill Volunteer Camp Host positions.
- Processed employee evaluations and step increases that were scheduled for December.
- Processed several requests for Certificates of Insurance through SDRMA for equipment rentals.
- Submitted and processed 2022 Flexible Spending Plan for staff to be effective January 1, 2022, which also incorporated a change of provider because of a merger.
- Updated 2022 health insurance rates into InCode to reflect 2022 rates for all health plans.
- Processed several year-end updates (SDI, SUI, miscellaneous allowances, etc.) into the UWCD Payroll Processing system.
- Submitted auditor's annual Internal Controls Report to SDRMA.
- Coordinated annual service awards for designated employees to be recognized at January Board meeting.

Safety and Risk Management

- Obtained approval from Ventura County EMS on the District's Public Safety-First Aid Naloxone Procedures and Protocol.
 - Arranged training for two park rangers in achieving Public Safety-First Aid Certification.
 - Partnered with HR to review, evaluate, and incorporate pertinent legislative updates to Rangers Policy Manual.
 - Supported Engineering Department with preparing Annual Security Compliance Certification with FERC.
 - Conducted annual review of Confined Space Entry Permits with O&M.
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- Coordinated/Secured eight hours of confined space refresher training for staff on site in February that will aid in minimizing travel costs and operational disruptions while keeping staff local.
- Updated COVID-19 Prevention Program Plan and provided updates to staff at safety meeting and awareness messaging.
- Coordinated annual replenishment of First Aid supply cabinets and vehicle kits throughout the District.

Technology Systems

- Executive out-brief completed, and recommendations provided for continued improvement by the Department of Homeland Security for our Validated Architecture Design Review.
- Ordered several new laptops to upgrade laptops that had reached their end of use and to improve staff responsiveness and productivity.
- Provided IT and Audio Video support for several District-held committee meetings and events.
- Board of Directors adopted Technology Systems Use Policy.
- Remediated an issue with the Firewall system at Lombard.
- Actively working on integrating new servers for District-wide use.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Craig A. Morgan, Engineering Manager
Robert J. Richardson, Senior Engineer
Michel Kadah, Engineer
Adrian Quiroz, Associate Engineer
Erik Zvirbulis, GIS Analyst

Date: January 4, 2021 (January 12, 2021 meeting)

Agenda Item: 4.6 Monthly Engineering Department Report
Information item

Staff Recommendation:

The Board will receive and file this summary report from the Engineering Department regarding its activities for the month of December 2021.

Discussion:

1. Santa Felicia Dam Safety Improvement Projects

- Spillway Improvement Project
 - The 30% design phase activities continued during the month of December. Staff attended bi-weekly progress meetings with GEI, reviewed GEI responses to the Board of Consultants (BOC) comments from the BOC meeting No. 5, reviewed design phase schedule and monthly expenditure forecast received from GEI, and prepared Earned Value monthly progress reports.
 - On December 7, GEI design staff along with Staff visited Santa Felicia Dam to collect rock core samples for additional laboratory testing and to make more site observations to support the constructability analysis efforts.
- Outlet Works Improvement Project
 - The above updates reported for the Spillway Improvement Project are also applicable to the Outlet Works Improvement Project.
 - On November 23, Staff received a letter from the California Department of Water Resources Division of Safety of Dams (DSOD) which acknowledged the receipt of the District's application for the review and approval of the 30% design along with the filing fee of \$78,400. The letter also indicated that DSOD would inform the District about the progress of the application review by December 1 and notify the District if

4.6 Monthly Engineering Department Report Information Item

additional information would be required. As of December 22, the District has not received any update from DSOD.

- FERC License Amendment Application and NEPA Documentation
 - Upon the completion of the November 29th virtual technical assistance meeting with the regulators (i.e., FERC, NMFS, CDFW and State Board), NMFS requested to review the draft biological assessment (BA) report, including the 30% design plans of the new release channel. Alternatively, Staff suggested to FERC to consider providing the 30% design plans and a technical memorandum describing the basis of design for the new release channel (i.e., design documents) to NMFS for review in order to complete NMFS technical assistance with the design of the new release channel. Staff believes this approach helps expedite the permitting process and advancing the dam safety improvement project. FERC appears to be in favor of this approach. Once the review of the design documents is complete, the final design documents will be included in the draft BA and submitted to FERC for further review and process.
 - Catalyst started working on the design documents post the November 29 meeting and submitted the draft design documents to the District for review on December 29. Staff is planning to submit comments to Catalyst by mid-January for inclusion in the final design documents which will be submitted to FERC by February 1.
 - Loan and Grant Applications
 - Staff continued to search for federal and state grant funding opportunities.
 - On December 7, Staff attended EPA WIFIA Program – the WIFIA Application Experience webinar provided to the 2021 selected borrowers to learn more about the terms and conditions of the Water Infrastructure Finance and Innovation Act (WIFIA) loan.
 - On December 14, Task Order (TO) #2 in the amount of \$2,900 was issued to Kennedy Jenks Consultants (KJ) as part of KJ's On-Call Services Agreement with the purpose of receiving support from KJ during the preparation and submittal of a Notice of Interest (NOI) to CalOES for the 2021 FEMA Hazard Mitigation Grant Program (HMGP). The 2021 FEMA HMGP includes support of large projects (greater than \$10 million) that can be implemented over 36 months subsequent to the grant award.
 - On December 23, Staff submitted an NOI to CalOES which included a request for support to implement the new outlet works with a total project cost of \$52 million (with the federal share comprising 75% of the total project cost). If selected, the District will be invited to submit a sub-application to CalOES in March 2022. The list of selected projects is expected to be announced in the summer of 2022, and the grants are expected to be awarded in 2023.
 - Santa Felicia Dam Safety
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4.6 Monthly Engineering Department Report Information Item

- On December 9, Staff asked OPS to suspend the weekly inspections of the spillway seepage area after receiving DSOD's field engineer approval. The spillway seepage area has been dry since August 2021, nevertheless Staff continued monitoring this area on a weekly basis per the DSOD's field engineer's request. Staff informed FERC about suspension of the weekly inspection activities via email on December 9.
- On December 15, Staff finalized and submitted the 2021 SFD Dam Safety Surveillance and Monitoring Report (DSSMR) to FERC and DSOD.
- On December 15, Staff finalized and submitted the 2021 Annual Security Certification Compliance Letter to the D2SI Security Branch of FERC.
- On December 14, Staff finalized and submitted the 2021 SFD EAP Status Report to FERC.

2. Santa Felicia Dam Sediment Management Project

- Staff has received a proposal from Earth Systems Pacific (Earth Systems) to perform the geotechnical work related to the Lake Piru Reservoir sediment sampling and testing plan. This includes preparation of test pit logs during the test pit excavation work, geotechnical laboratory testing, and preparation of a summary report. Staff will prepare and execute an agreement for this work by January 2022. The test pit excavation work is on track to be performed in mid-February after the appropriate environmental permits are obtained.
- The Notification of Lake or Streambed Alteration was submitted to CDFW on October 19 for the excavation work related to the Lake Piru Reservoir Sediment Sampling. This initiated the 90-day timeline to receive a Lake or Streambed Alteration Agreement for the test pit excavation work. On November 8 CDFW requested additional information and an additional fee to continue the application review. Staff mailed the check for the additional fee on November 12. As of December 22, the receipt of the Lake or Streambed Alteration Agreement was still pending.
- The Notice of Intent to the Los Angeles Regional Water Quality Control Board (LARWQCB) for the Lake Piru Sediment Sampling Project for the excavation work related to the Lake Piru Reservoir Sediment Sampling was submitted on October 19. On December 3, Staff received notice from LARWQCB that the District may proceed with this project per the terms and conditions of the General Order.

3. Pothole Trailhead Parking Area

- Staff reached out to the Fernandeño Tataviam Band of Mission Indians (FTBMI) to explore collaboration opportunities for public education and outreach at or near the project site. The FTBMI's response to the District's request has been positive and indicates interests in future collaboration.

4. Lake Piru Water Treatment Plant Slope Evaluation

- On December 14, a Notice to Proceed with construction was issued to J&H Engineering and General Contractor's Inc. (J&H).
-

4.6 Monthly Engineering Department Report Information Item

- On December 16, construction began with J&H removing the existing road base material (See Figure 1). Construction is expected to be completed during the first week of January 2022.

5. Freeman Diversion Rehabilitation/Fish Passage Facility

- USBR completed baseline model runs in its laboratory for the 1:24 scale Hardened Ramp Mod 6 physical model.
- University of Iowa started shakedown in its laboratory for the 1:24 scale Vertical Slot physical model.
- Staff, USBR, University of Iowa, Stantec and NHC participate in rotating weekly calls with NMFS and CDFW to provide updates on physical modeling, CFD modeling and design alternations.

6. Iron and Manganese Removal at the El Rio Water Treatment Plant

- Grants:
 - USBR WaterSMART Drought Response Program (\$300k)
 - i. December 15, 2021 – Prepared and issued letter to USBR requesting 6-month time extension (expires July 1, 2022) until further agreement can be reached on how to maintain both sources of Federal funding for the Project. A decision from the USBR is pending.
 - DWR Integrated Regional Water Management (IRWM) Prop 1 (\$2.5M)
 - i. Project Monitoring Plan in development (due Jan 31, 2022)
 - ii. 3rd Quarterly Progress/Financial Reports in progress (due Jan 31, 2022)
 - DOD OLDCC Defense Community Infrastructure Program (\$4.23M)
 - i. December 29, 2021 – Prepared and submitted 1st Quarterly Progress/Financial Report
 - Meetings:
 - Weekly coordination meetings between Staff and the District's construction manager (HDR, Inc.)
 - Weekly construction progress meetings hosted by HDR and attended by GSE Construction and Staff.
 - GSE Construction has submitted approximately 105 out of a total of 302 submittal packages anticipated for the project. HDR and design engineer (Kennedy Jenks Consultants) have been providing responses to these submittals including a requirement to comply with the Buy American Act.
 - GSE Construction has submitted 17 Requests for Information (RFI) to date. HDR, KJ and the District have been providing responses.
 - GSE Construction continued construction activities, including potholing and rough grading operations (See Figures 2-4)
-

4.6 Monthly Engineering Department Report Information Item

- The tentative date for construction completion and implementation is January 3, 2023. A total of four (4) inclement weather days have been counted.
- Projected construction activities for the next few months are:
 - Completion of rough grading
 - Excavation and installation of the 20" backwash supply pipeline
 - Installation of electrical conduits for building
 - Excavation for installation of filter drain pump station
 - Excavation and installation of 6" sewer line
 - Excavation and installation of footing for washwater recovery tank

7. El Rio Well Replacement

- Staff provided the required documents to the Division of Drinking Water (DDW) for a permit amendment and the permit amendment is in for review by DDW.

8. OH System Backup Generator at the El Rio Booster Plant

- On December 1, Staff received CalOES approval letter for a time extension allowing the construction to be complete by February 25, 2022, and the entire project, including a three-month grant close out period, to be complete no later than May 25, 2022.
- On December 6, Engineering and OPS Staff performed a job walk along with the construction contractor (Oilfield) and the construction manager (Phoenix Civil Engineering). Staff checked the work completed to date and prepared a preliminary punch list for the outstanding items to be completed by the construction contractor.
- The completion of the project is pending the installation of the two long lead items, including two high voltage switches. The equipment delivery and subsequent equipment installation is expected to be complete by January 19, 2022.

9. PTP Turnout Metering System Improvement

- Total number of meters installed: 34 of 61 or 55.7% complete. (+1 meter)
 - An additional three (3) meter installations are planned in Winter 2022. (no change)
 - Easement acquisition completion: 18 of 42 obtained or 42.9% complete (+1 obtained)
 - Three (3) owner-signed easements require recording with the County Recorder's office.
 - Agenda Item 5.5 relates to authorizing the General Manager to serve as its agent for the execution and acceptance of a modified utility easement deed for select properties (PTP Turnout Nos. 113, 114, 135, 139, 144, 145, 146, 147, 150, 156, 158, and 161).
 - There are legal issues preventing the land owners from signing easement deeds at PTP Turnout Nos. 107 and 132. Staff is exploring alternatives.
 - March 31 – Staff transmitted Quarterly Invoice No. 11 to DWR AgWUE grant requesting reimbursement in the total amount of \$22,491.34.
-

4.6 Monthly Engineering Department Report Information Item

- Staff is currently exploring a new option involving electromagnetic flow meters with integrated batteries for challenging locations that lack space for solar power.

10. Recycled Water Update

- December 29 – Reviewed proposal from Kennedy/Jenks Consultants for Preliminary Design Report related to the Laguna Road Recycled Water Pipeline and provided comments.

11. State Water Project (SWP) Interconnection Pipeline Project

- Stantec continues to work on the design of the interconnection and is currently developing a hydraulic model which will be made available for review by the City, the District and other agencies.

12. Rice Avenue Grade Separation Project

- District Staff allowed the City of Oxnard's contractor, GUIDA Surveying Inc. to access PTP Well Site No. 4 on December 2, 4 and 6 to conduct survey work pertaining to the project.
- Staff's comments on the 100% design plans pertained to the PTP facilities were submitted to Kennedy Jenks.
- Staff has provided project updates and information regarding the Project to WREA Consulting who is working with the property owner whose property on the southeast corner of S. Rice Avenue and E. 5th St. is impacted by the Project.

13. Coastal Brackish Groundwater Extraction and Treatment Project

- Meetings:
 - December 6 – Water Resources staff led a public workshop related to the groundwater modeling work under the Proposition 1 Round 1 Groundwater Grant Program (GWGP)
 - December 7 – Water Resources, Engineering and Environmental Services staff held Technical Advisory Committee (TAC) Meeting No. 4, the last and final meeting to conclude groundwater modeling work conducted under the Prop 1 Round 1 GWGP.
 - December 16 – Progress Mtg. 16 with Navy and District staff. Discussed public workshop, TAC Mtg. No. 4, regulatory engagement strategies, planned PHWA Board Meeting project presentation, planning for new monitoring wells at NBVC Point Mugu, CEQA/NEPA strategy, and status of Memorandum of Understanding between the District and the Navy.
- Grants:
 - Prop 1 Round 1 GWGP

4.6 Monthly Engineering Department Report Information Item

- December 29 – Water Resources staff completed the report entitled, “Extraction Barrier and Brackish Water Treatment Project Feasibility Study: Groundwater Modeling” completing the deliverable for this grant.
- Prop 1 Round 3 GWGP
 - The State Water Resources Control Board was originally anticipating invitations in November 2021, but it has been pushed back to “early 2022”. The District has not received an invitation from its concept proposal to date.
- Sustainable Groundwater Management Grant Program
 - Water Resources and Engineering staff have been preparing information related to the Phase 1 project (construction of six monitoring wells) for submission to the Department of Water Resources through the Fox Canyon Groundwater Management Agency. Applications are due February 18, 2022.
- Design:
 - December 6 – Received draft Technical Memorandum related to Product Water Distribution Alternatives Analysis from Kennedy/Jenks Consultants. Engineering and Water Resources staff reviewed and have been providing comments.
 - January 6, 2022 – Held comment review meeting with Trussell Technologies on Technical Memorandum entitled, “Extended Desktop Modeling Evaluation for Coastal Brackish Groundwater Extraction and Treatment Project”. The report generally describes relevant regulations, source and product water quality, preliminary treatment design and future pilot testing considerations.
 - Reviewed proposal from Carollo Engineers for brine management evaluation as it relates to potential discharge into the Calleguas Salinity Management Pipeline (SMP).
- CEQA/NEPA:
 - Held bi-weekly meetings with GEI Consultants to review draft project description and Initial Study (IS) development related to CEQA.
 - December 14 – Held a permitting matrix kick-off meeting with GEI Consultants.
 - December 21– Held a joint District/Navy meeting to coordinate CEQA/NEPA responsibilities, strategies, and next steps.
- Upcoming (scheduled and tentative dates):
 - January to March – Potential invitation to submit full proposal for State Water Resources Control Board (SWRCB) Proposition 1 Groundwater Grant Program (GWGP) Round 3 Implementation Grants.
 - January – Conduct baseline sampling and video inspect monitoring well CM1A
 - January to February – Receive draft Memorandum of Understanding with U.S. Navy
 - February – Well Siting Tour No. 3 to review additional extraction well sites
 - February – Meeting No. 4 with U.S. Navy Leadership

14. Asset Management

4.6 Monthly Engineering Department Report Information Item

- December 1 – EOS Arrow Gold quote was approved and the purchase of the GNSS is in progress. A Mid-December delivery date was originally given but the unit has been delayed due to manufacturing delays (See Figure 5).

15. California American Water (CalAm)

- CalAm is in the process of drafting a response to the District related to a resilience/emergency connection between Rio Plaza and the Oxnard Hueneme (OH) Pipeline at the intersection between Rose Avenue and Simon Way to support the Rio Plaza small water system.
- CalAm is expected to notify the District when ready to discuss a draft contract agreement.
- Staff provided CalAm as-built drawings for the OH system which indicates the location of available turnouts at Rose Ave. and Simon Way and Rose Ave. and Collins Drive intersections.

16. CalOES Community Power Resiliency Grant Program

- No updates to report.

17. Other Topics, Meetings and Training

- November 30 to December 1, 2021 – Craig Morgan, Robert Richardson, Michel Kadah, and Adrian Quiroz attended Confined Space Entry training in Simi Valley.
- December 15, 2021 – Staff attended OPS monthly safety meeting.
- December 16, 2021 – Staff attended the District Christmas Party.
- December 19-20, 2021 – Maryam Bral attended the leadership retreat and coaching.



Figure 1 – Removal of the existing road base material at Lake Piru Water Treatment Plant

4.6 Monthly Engineering Department Report Information Item



Figure 2 – GSE Construction’s subcontractor Damar Construction performing rough grading for Iron and Manganese Treatment Plant project site



Figure 3 – GSE Construction’s subcontractor Damar Construction building up washwater recovery tank pad for Iron and Manganese Treatment Project

4.6 Monthly Engineering Department Report Information Item



Figure 4 – GSE Construction crew performing vacuum potholing of utility crossing with proposed sewer line and back wash supply pipeline



Figure 5 – A borrowed EOS Arrow Gold receiver was tested in the field prior to purchasing a new equipment.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Linda Purpus, Environmental Services Manager

Date: January 4, 2022 (January 12, 2022, meeting)

Agenda Item: 4.7 Monthly Environmental Services Department Report
Information Item

Staff Recommendation:

The Board will receive and file this staff report from the Environmental Services Department regarding its activities for the month of December 2021.

Discussion:

1. Santa Felicia Project Operations and Federal Energy Regulatory Commission (FERC) License Support

- Water Release Plan and Water Release and Ramping Rate Implementation Plan

Under the Water Release Plan and FERC license for the Santa Felicia Project, United is required to make certain water releases from Santa Felicia Dam for steelhead habitat and migration, when specific triggers are met. Triggers for habitat water releases are based on cumulative rainfall within the water year. United evaluates whether the trigger is met on the first day of each month, between January and June. The table below presents trigger criteria for each month and minimum required releases if those triggers are met. Each month that the trigger is not met, the minimum required habitat water release is 7 cubic feet per second (cfs). As of January 1, 2022, the trigger for enhanced habitat water releases have been met through March 2022. The minimum required habitat water release for the month of January is 15 cfs.

2022 Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2022 Measured cumulative precipitation	Actual minimum required habitat water release for month
January 1	4.80 inches	15 cfs	12.48 inches	15 cfs
February 1	8.10 inches	20 cfs	TBD	20 cfs

Monthly Environmental Services Department Report

Information Item

March 1	12.00 inches	20 cfs	TBD	20 cfs
April 1	14.90 inches	20 cfs	TBD	TBD
May 1	16.30 inches	10 cfs	TBD	TBD
June 1	17.50 inches	9 cfs*	TBD	TBD

*If triggered, the minimum required water release will remain at 9 cfs through October 1, at which time, minimum required water release will be 7 cfs through January 1 of next calendar year.

At approximately 3:00 pm on December 28, 2021, a minor reduction of flow was recorded at the Santa Felicia outlet works. The temporary reduction was attributed to an obstruction within the west low-flow valve, that reduced flow by approximately 1 cfs, dropping below the minimum required habitat water release of 7 cfs. The reduction of flow was recognized at 06:30 am on December 29, 2021, and flow was restored by 6:45 am. In accordance with the Santa Felicia Water Release Ramping Rate and Implementation Plan, a notification of accidental lapse in water release was submitted to the National Marine Fisheries Service (NMFS), FERC, and State Water Resource Control Board (State Water Board) on December 29, 2021. The minor reduction of flow is not expected to result in any significant environmental impacts. A formal report outlining details of the event, United's response to restore flows, evaluation of environmental impacts, any comments received by regulatory agencies, and United's response to such comments, will be submitted to FERC by January 28, 2022.

- **Santa Felicia Fish Passage Pre-Implementation Studies**

Environmental Services staff participated with Cramer Fish Sciences in installing and operating fish traps (fyke net trap and rotary screw trap) in middle Piru Creek. Traps were deployed in advance of the December 7, 2021, delivery of the District's State Water Project (SWP) water and operated throughout the December rain events. No *O. mykiss* were captured during these increased flow events. The fyke net trap was damaged during higher flows resulting from the series of storm events in mid-December. The USGS stream gage near the site malfunctioned during this period and the magnitude of flow is not known. The fyke net was repaired and is operational.

- **Increased Importation of State Water – Piru Creek Pulsed Flow Study**

Within this reporting period, Environmental Services staff concluded facilitated planning and implementation of an inter-agency collaborative study intended to evaluate the effects of a pulsed water release in middle Piru Creek on the non-native aquatic species community. The purpose of the study is to assess the hypothesis that, given appropriate structure and timing, increases in flow can serve as a management tool to displace non-native aquatic species to the benefit of native species. Information obtained from the study may support the District's efforts to eliminate the 3,150 acre foot limitation on United's SWP water deliveries from Pyramid Lake under the FERC license for the South State Water Project. The inter-agency group consisted of United staff, U.S. Geological Survey (USGS) herpetology experts, U.S. Fish and Wildlife Service (USFWS) staff, faculty and

students from University of California Los Angeles, and staff from Cachuma Operations and Maintenance Board. The group conducted field sampling on December 5-6 and 11-12; before and after the SWP delivery initiated on December 7, 2021. For each field sampling event there were approximately 22-25 participants. Field sampling methods included seining, trapping, electrofishing, and nighttime bullfrog surveys. Prior to the SWP release, invasive species were collected, marked, and replaced. The same sites were sampled after the release. Collected data is currently being analyzed.

- **Historical Properties Management Plan**

The District is developing a Historical Properties Management Plan (HPMP) with a programmatic structure intended to protect cultural and historical resources when performing ongoing operations and maintenance activities, and support federal consultations under Section 106 of the National Historic Preservation Act for future projects under the FERC license. Recent actions in this iterative consultation process include receipt of written comments from tribal stakeholders on August 18, 2021, and Los Padres National Forest on September 7, 2021. United addressed stakeholder comments and submitted a revised draft HPMP to the California State Historic Preservation Office (SHPO) for review and comment on November 30, 2021. On December 21, 2021, SHPO responded with additional comments and expressed a lack of clarity on the subject of the federal undertaking. United scheduled a meeting with SHPO to address their recent comments on January 4, 2022. On December 29, 2021, United requested an additional 90-day extension of time to complete the consultation and submit a final HPMP to FERC by March 29, 2022.

2. **Multiple Species Habitat Conservation Plan (MSHCP)**

- **Geotechnical Exploration for the Freeman Fish Passage Facility**

The Geotechnical Exploration Project was conducted under the authorization of a Lake and Streambed Alteration Agreement (LSAA) with the California Department of Fish and Wildlife (CDFW). The LSAA prescribed compensatory mitigation that consisted of habitat restoration (planting and irrigation of willow and mulefat cuttings), control of non-native plant species, accompanied by monitoring and reporting for a five-year term. In November 2021 Environmental Services staff planted a total of 26 willow and mulefat cuttings in the designated area of Santa Clara River. Storm flow from the December 14, 2021, rain event scoured the restoration site and removed all but two of the restoration plants. Per the terms of the LSAA, United is not required to replant, but will continue efforts related to controlling non-native plant species in the restoration area and conducting surveys to inform annual reports for a period of five years.

3. Freeman Diversion Operations

- Programmatic Sediment Management, Freeman Diversion

United consulted with CDFW to negotiate a final LSAA for phase 1 of the Programmatic Sediment Management Project on November 30, December 2, and December 8, 2021. In anticipation of reaching agreement, Environmental Services staff conducted a pre-project survey and submitted a notification to of intent to proceed accompanied by a pre-project survey report to CDFW on December 10, 2021. On December 13, 2021, United received and executed a revised LSAA from CDFW. On the same day, United received a Water Course Permit from Ventura County, completed a pre-construction project site inspection with County staff, and received a Notice to Proceed from the US Army Corps of Engineers for the project. On December 14, 2021, substantial rainfall in the region resulted in flows exceeding 1,000 cfs in the Santa Clara River in the vicinity of the Freeman Diversion and inundating the project site. This storm, in combination with additional forecasted storms, precluded United's ability to conduct the project under the recently received permits. During the week of December 20, 2021, staff issued notifications to the relevant regulatory agencies that the project was unlikely to proceed in 2021. Staff is continuing pursuit of authorizations for the full "programmatic" approach. Much of the material developed for consultation on the "streamlined" (phase 1) version of the project will be directly applicable to the "programmatic" approach and agency staff have been notified to expect these submittals.

4. Lake Piru Sediment Sampling Project

Environmental Services staff is supporting the environmental regulatory elements for the Lake Piru Sediment Sampling Project. On November 22, 2021, United received verification from U.S. Army Corps of Engineers authorizing the project under Clean Water Act (CWA) Section 404, Nationwide Permit (NWP) 6. On December 3, 2021, United received approval to conduct the project from Los Angeles Regional Water Resources Control Board under CWA Section 401, NWP 6. On December 6, 2021, CDFW informed United that our Section 1600 LSAA application for the project was complete. CDFW has a 60-day timeline to draft the project agreement.

5. Coastal Brackish Groundwater Extraction and Treatment Project

United executed a contract with GEI Consultants for Phase 1 CEQA Documentation and Processing for the Coastal Brackish Groundwater Extraction and Treatment Project. On December 14, 2021, United staff, including the Engineering, Environmental Services, and Water Resources departments, held a kick-off meeting for the state and federal permitting components of the project. The team is currently developing a project description and starting CEQA level project analysis.

6. Annual Reporting

Environmental Services staff submitted annual reports in compliance with CDFW LSAA's permitting routine maintenance activities for Lake Piru Recreation Area on December 21, 2021, and the Freeman Diversion Facility on December 23, 2021.

7. Quagga Mussel Management

- **Monitoring**

Environmental Services staff continues to conduct routine monitoring under the Quagga Mussel Monitoring and Control Plan (QMMCP) including monthly water quality sampling; monthly veliger (microscopic planktonic larvae) sampling; monthly artificial substrate sampling in Lake Piru (plate sampling); and natural substrate sampling in Piru Creek (surface surveys). Surface surveys were also performed at locations accessed through Rancho Temescal property.

8. Miscellaneous

- On December 2, 2021, United submitted comments to the California Fish and Game Commission addressing shortcomings with CDFW's evaluation of CalTrout's petition to list southern California steelhead under the California Endangered Species Act (CESA) and requested that the Commission remand the evaluate back to CDFW to conduct a more thorough assessment of the petition, including consideration of comments provided by United and other stakeholders on the petition. On December 15, 2021, United participated with other stakeholders in providing verbal comments to the Commission reiterating the request to remand the assessment back to CDFW and providing scientific justifications. At the December 15, 2021, meeting, the Commission received CDFW's evaluation of the petition.
- On December 11, 2021, Hannah Garcia-Wickstrum participated with Zachary Hanson and Chris Hendricks in presenting information regarding United's operations and water resource management efforts at the Oxnard Union High School District's 5th Annual STEAM Day.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Anthony Emmert, Assistant General Manager

Date: December 22, 2021 (January 12, 2022 meeting)

Agenda Item: 5.1 Memorandum of Understanding with Palmdale Water District
Motion

Staff Recommendation:

The Board will consider approving a Memorandum of Understanding (MOU) between the United Water Conservation District and the Palmdale Water District (Districts).

Background:

United Water Conservation District, formed under the State Water Conservation Act of 1931, and based in Oxnard, California, and Palmdale Water District, formed as an irrigation district under Division 11 of the California Water Code and based in Palmdale, California, have mutual interests and the desire to act on those interests under the proposed Memorandum of Understanding (MOU).

Both Districts desire to add public value with coordinated activities; enhance funding opportunities due to region-wide benefits; and maximize use of available State Water Project supplies. Both Districts also have complementary staff strengths; manage local groundwater and surface water resources; are involved with reservoir-related recreation operation and management; conduct activities involving endangered species and the related mitigation(s), are engaged with nearby military facilities; have access to the State Water Project (SWP); value local, reliable water supply projects using advanced water treatment; and have relationships with local, state and federal representatives.

By entering into the proposed Memorandum of Understanding (MOU), both Districts agree to cooperatively create regional water-related internship and apprenticeship program(s); coordinate reservoir-related recreation areas for funding and management; engage in transfers/exchanges of available State Water Project (SWP) water; and to coordinate local, reliable water supply projects using advanced water treatment for development and funding.

Fiscal Impact: There is no fiscal impact resulting from entering into the Memorandum of Understanding (MOU), however, future collaborations on various projects as well as future transfers and exchanges of SWP water will result in specific fiscal impacts as well as savings.

Attachment: A. Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED WATER CONSERVATION DISTRICT
AND
PALMDALE WATER DISTRICT**



United Water Conservation District, formed under the State Water Conservation Act of 1931 and based in Oxnard, California, and Palmdale Water District, formed as an irrigation district under Division 11 of the California Water Code and based in Palmdale, California, (Districts) have mutual interests and the desire to act on those interests under this Memorandum of Understanding (MOU). More specifically,

The Districts desire:

- Adding public value with coordinated activities
- Enhancing funding opportunities due to region-wide benefits
- Maximizing use of available State Water Project (SWP) supplies

Further, the Districts:

- Have complementary staff strengths
- Manage local groundwater and surface water resources
- Are involved with reservoir-related recreation operation and management
- Conduct activities involving endangered species and the related mitigation(s)
- Are engaged with nearby military facilities
- Have access to the SWP
- Value local, reliable water supply projects using advanced water treatment
- Have relationships with local, state, and federal representatives

Now, Therefore, the Districts agree to cooperatively:

1. Create regional water-related internship and apprenticeship program(s).
2. Coordinate reservoir-related recreation areas for funding and management.
3. Engage in transfers/exchanges of available SWP water.
4. Coordinate local, reliable water supply projects using advanced water treatment for development and funding.

PALMDALE WATER DISTRICT

UNITED WATER CONSERVATION DISTRICT

President, Board of Directors

President, Board of Directors

Secretary, Board of Directors

Secretary, Board of Directors

Date: _____

Date: _____



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Anthony Emmert, Assistant General Manager

Date: December 22, 2021 (January 12, 2022)

Agenda Item: 5.2 **Resolution 2022-03** Adding Chief Financial Officer as Signatory to United Water Conservation District's (District) Bank of Sierra Accounts and Remove Signatories No Longer Affiliated with the District
Motion

Staff Recommendation:

The Board will consider adopting Resolution 2022-03, adding United Water Conservation District's (District) new Chief Financial Officer as a signatory to the District's Bank of Sierra accounts and removing signatories that are no longer affiliated with the District.

Background:

This Resolution adopted by the UWCD Board is required by the Bank of Sierra to make any changes to the signatories affiliated with the District's bank accounts with the institution. As the District's new Chief Financial Officer begins on January 18, 2022, this Resolution will provide the Chief Financial Officer with the access to bank records as well as signing authorities that are a necessary for the proper execution of the position's responsibilities.

While we are updating signatories for the District with the Bank of Sierra, the Resolution also includes the removal of signatories no longer affiliated with the District. Those signatories include former Board member Robert Eranio, former Assistant General Manager Robert Siemak and former Chief Financial Officer Joseph Jereb.

Fiscal Impact:

There is no fiscal impact associated with the adoption of Resolution 2022-03.

Attachment: A. Resolution 2022-03

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED WATER
CONSERVATION DISTRICT AUTHORIZING THE ADDITION OF THE CHIEF
FINANCIAL OFFICER AS SIGNATORY TO UNITED WATER CONSERVATION
DISTRICT'S (DISTRICT) BANK OF SIERRA ACCOUNTS AND THE REMOVAL OF
SIGNATORIES NO LONGER AFFILIATED WITH THE DISTRICT FROM THE
DISTRICT'S ACCOUNTS**

WHEREAS, the United Water Conservation District has hired Brian Zahn as its Chief Financial Officer; and

WHEREAS, the United Water Conservation District desires to authorize Mr. Zahn as a signatory on the District's Bank of Sierra accounts; and

WHEREAS, the United Water Conservation District also desires to remove signatories no longer affiliated with the District from these same accounts, specifically former Board member Robert Eranio, former Assistant General Manager Robert C. Siemak and former Chief Financial Officer Joseph Jereb;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of United Water Conservation District requests the addition of Brian Zahn as an authorized signer on its Bank of Sierra accounts and the removal of Robert Eranio, Robert C. Siemak and Joseph Jereb as authorized signers on those same accounts.

APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY 2022

Michael W. Mobley, President

Sheldon G. Berger, Secretary/Treasurer



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Robert J. Richardson, Senior Engineer

Date: December 28, 2021 (January 12, 2022 Meeting)

Agenda Item: 5.3 Authorize the General Manager to Approve Proposed Change Orders in response to adjusted Material and Equipment Costs related to the Buy American Act compliance for the Iron and Manganese Removal Project
Motion

Staff Recommendation:

The Board will consider authorizing the General Manager to approve change orders proposed by GSE Construction Company, Inc. in response to the 2021 Defense Community Infrastructure Program grant special conditions regarding compliance with the Buy American Act for the Iron and Manganese Treatment Project resulting in a construction contract cost increase up to one million dollars (\$1,000,000).

Discussion:

On May 28, 2021, the Department of Defense's (DOD) Office of Local Defense Community Cooperation (OLDCC) issued a Federal Funding Opportunity (FFO) seeking proposals for approximately \$60 million in grants which was made available as part of the Fiscal Year (FY) 2021 National Defense Authorization Act for community infrastructure projects under the Defense Community Infrastructure Program (DCIP). The FFO noted that priority would be given to projects that enhanced military value, military installation resilience and military family quality of life.

On July 8, 2021, the District received a letter of support from the Commanding Officer of Naval Base Ventura County for its FY 2021 DCIP application for financial assistance. On July 12, 2021, the District submitted a pre-application for \$4,371,450 in federal assistance under the DCIP. On August 17, 2021, the OLDCC formally invited the District to submit a full application for grant funding. On August 27, 2021, the District completed a full proposal and submitted its application to the OLDCC. On September 21, 2021, the District received notice through Congresswoman Julia Brownley's Office that the OLDCC approved a federal grant in the amount of \$4,230,133 to the District under the DCIP. On September 23, 2021, the DCIP grant agreement was fully executed with a project completion date of August 31, 2023.

**Agenda Item 5.3 Authorize the General Manager to Approve Proposed Change Orders in response to adjusted Material and Equipment Costs related to the Buy American Act compliance for the Iron and Manganese Removal Project
Motion**

The DCIP grant agreement includes special terms and conditions including the DOD's National Policy Requirements, General OLDCC Terms and Conditions and the DCIP Specific Terms and Conditions. The District's legal counsel reviewed these special terms and conditions and considered them reasonable. The National Policy Requirements includes compliance with the Buy American Act (Title 41, Chapter 83 of the United States Code) for all construction projects.

The Buy American Act (BAA) was passed by the U.S. Congress in 1933 and it relates to Federal procurements or Federal financial assistance. The BAA requires that goods, products and materials be produced in the United States, including iron, steel and manufactured goods. Goods, products and materials that are BAA compliant are known as either domestic end products or domestic construction materials which are determined by a two-part domestic content test as follows:

1. For domestic end products or construction materials that consist of iron and/or steel exceeding fifty (50) percent of the total cost of all components, the domestic content must constitute at least ninety-five (95) percent of the total cost of all components used to make the item.
2. For domestic end products or construction materials that consist of iron and/or steel that does not exceed fifty (50) percent of the total cost of all components, the domestic content must constitute at least fifty-five (55) percent of the total cost of all components used to make the item.

A waiver is offered to the BAA two-part domestic content test for commercially available off-the-shelf (COTS) items which applies to any item or construction material that is a commercial item sold in substantial quantities in a commercial marketplace and is offered to the government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace. Additionally, an exemption to the BAA requirement applies to construction contracts over \$7,008,000 for goods, products and materials to be procured from countries that have signed an internal trade agreement with the United States under the Trade Agreements Act (TAA).

On May 14, 2021, the District solicited the Iron and Manganese Treatment Plant (Phase 1) project for construction bids. On June 23, 2021, the District received four (4) construction bids. On July 14, 2021, the District's Board of Directors awarded a construction contract in the amount of \$9,342,900 to GSE Construction Company, Inc. (GSE) with a construction completion date of October 30, 2022. The agreement with GSE was fully executed on August 26, 2021. The Contract Documents for which contractors placed their construction bids was prepared before the OLDCC's FFO and did not include the BAA requirement.

On August 30, 2021, the District issued Work Directive Change (WDC) No. 1 that notified GSE of the invitation to apply for a DCIP grant and that the special conditions included compliance with the BAA. GSE advised the District that its construction bid included goods, products and

**Agenda Item 5.3 Authorize the General Manager to Approve Proposed Change Orders in response to adjusted Material and Equipment Costs related to the Buy American Act compliance for the Iron and Manganese Removal Project
Motion**

materials that did not meet the BAA requirement. Therefore, WDC No. 1 requested that GSE provide alternate submittals and additionally quantify all cost and schedule impacts related to meeting the BAA requirement. On November 16, 2021, the District issued Change Order No. 1 which fully incorporated the BAA requirements into the Contract Documents, provided a BAA compliance certification form for all submittals, and extended the construction completion date to January 3, 2023.

On November 19, 2021, GSE submitted a preliminary change order calculation of \$757,000 as it relates to ensuring all goods, products and materials comply with the BAA requirement. This amount comprises less than ten (10) percent of the original contract amount. This preliminary change order calculation was incomplete and was missing a response from a few vendors. An update to this change order calculation is anticipated from GSE. GSE is required to provide justification for all cost and schedule impacts. The final cost must be negotiated between the District and GSE per the process set forth in the Contract Documents.

To expedite the process and minimize construction delays, District staff is recommending that the Board of Directors authorize the General Manager to approve change orders proposed by GSE as it relates to BAA compliance up to the amount of one million dollars (\$1,000,000). At this point in time, it is not expected that this amount will be exceeded.

Fiscal Impact

There is no fiscal impact to the adopted Capital Improvement Project (CIP) Budget which includes \$7,698,441 under construction for FY 2021-22 and an additional \$2,580,647 under construction in FY 2022-23 for a total construction budget of \$10,279,088. There are three (3) active grant agreements related to this project: (1) \$300,000 WaterSmart grant from the United States Bureau of Reclamation (USBR), (2) \$2,500,000 Integrated Regional Water Management (IRWM) grant from the Department of Water Resources (DWR), and (3) \$4,230,133 DCIP grant from the OLDCC. The total Federal and State grant funding amount is \$7,030,133. With an existing construction contract in the amount of \$9,342,900 and a not-to-exceed amount of \$1,000,000 for change orders related to the BAA, the District's local contribution is approximately \$3,313,000 which is well below the construction CIP budget for FY 2021-22 and 2022-23.

It should be noted that the applicability of the \$300,000 WaterSmart grant from the USBR is currently unknown. On August 26, 2021, the USBR informed the District that "additional Federal Funding is not allowable on this project due to Financial Assistance Law and Authorizing Legislation that prohibits multiple Federal funding sources to cover the same scope of work". A joint meeting was held on November 18, 2021 with the Federal funding agencies; the USBR and OLDCC. It was recommended that the District apply for a time extension until a further determination could be made. On December 15, 2021, the District submitted a letter to the USBR requesting a time extension.

Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Craig Morgan, Engineer Manager

Date: December 28, 2021 (January 12, 2022 Meeting)

Agenda Item: **5.4 Contract with Northwest Hydraulic Consultants for the
Freeman Diversion Hardened Ramp Physical Modeling Support
Motion**

Staff Recommendation:

The Board will consider authorizing the General Manager to execute a professional services agreement with Northwest Hydraulic Consultants (NHC) in the amount of \$341,254 to provide analysis and support for the physical modeling of the Hardened Ramp as a Freeman Diversion Fish Passage Facility alternative.

Discussion:

Due to the accelerated schedule that calls for the physical modeling to be complete by October 31, 2022, there will be continued need for NHC's technical support. This technical support will include providing support with the design, construction, and implementation of alternative configurations, as necessary. NHC will continue to participate in meetings with the Bureau of Reclamation (Bureau), National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW). NHC will also be required to travel to the Bureau's lab in Denver to witness physical model runs.

Staff recommends the Board authorize the General Manager to execute a contract with NHC to provide analysis and support for the physical modeling of the Hardened Ramp as an alternative Fish Passage Facility at the Freeman Diversion.

Fiscal Impact:

The physical modeling support, hydraulic design and analysis of the Freeman Diversion Fish Passage Facility is included in the Fiscal Year 2021-22 Budget (421-400-81020 Project 8001), and sufficient funds are available to provide for the \$341,255.

Attachment A: NHC's Physical Model Support Proposal
Attachment B: Professional Services Agreement



NHC Ref. No. 6004761

15 November 2021

United Water Conservation District

1701 Lombard Street
Oxnard, CA 93030

Attention: **Craig Morgan, P.E.**
Engineering Manager

Via email: craigm@unitedwater.org

Subject: **Hardened Ramp Physical Modeling and Design Evaluation Budget Augmentation**

Northwest Hydraulic Consultants (NHC) has developed preliminary design drawings and reporting for the Hardened Ramp Fish Passage Alternative (Hardened Ramp) at Vern Freeman Diversion Dam (VFD) for United Water Conservation District (United Water). NHC previously provided 30% designs for the Hardened Ramp MOD-6 configurations in the Design Development Report (2020) and for the MOD-9 configuration within the Basis of Design Report (2021).

The Hardened Ramp alternative is being modeled by the Bureau of Reclamation Hydraulics Laboratory (USBR) to further design development. The USBR modeling plan includes baseline testing of both the MOD-6 and MOD-9 conditions using 1:24 and 1:12 scale models. Design development will follow the baseline testing to refine and advance the Hardened Ramp alternative. Refinements to the Hardened Ramp design during this process are expected to include a combination of some or all the following: baffle configuration, intake location/orientation, sediment and debris management alternatives, debris boom design, hydraulic training structures and gate optimization.

United Water has requested that NHC provide continuing review, hydraulic design, and coordination to the Hardened Ramp physical modeling and design refinement process, which is expected to extend through October 2022. The services to be provided can be described to some degree at present but will be adapted depending on needs identified as physical modeling moves forward. The work will be directed by United and coordinated in regular weekly meetings. A description of work tasks and budgets to support the expected level of effort are provided below.

TASKS

NHC has identified four tasks related to upcoming work on the Hardened Ramp physical modeling and design development until October 2022. Should the Hardened Ramp design proceed to detailed design, additional work will be required on the design downstream of the current model – including the fish screens and cleaning systems, fish monitoring and assessment works, canal gate and ancillary works.

Task 1: Physical Model Review

This task includes direct support for the physical modeling activities.

NHC expects to provide the following services under this task:

- Support to address ongoing questions for the 1:24 scale model
- Support for the development of the 1:12 Model Design construction and boundary conditions
- Attendance and input for a 1:12 Baseline Demonstration and agency visit
- Attendance and input for the Design Development testing on the 1:12 and 1:24 scale models, likely 2 trips to USBR laboratory

Task 2: Hydraulic Design Support

Over the next year design development for the Hardened Ramp will take place through a combination of concept development outside of the physical models and testing in the models.

In this task NHC will develop and analyze alternative configurations and modifications to the design to improve diversion, fish passage, and sediment management performance. Options may be screened in numerical models and advanced or eliminated for further consideration in the physical model testing program. The details and level of effort for individual items will depend on findings from the physical model and input from the design team (United, USBR, Larry Weber) and regulatory agencies. NHC expects that work may be completed in the following areas under this task:

- Modeling of preferred intake geometry and design alternatives in CFD and estimation of yield for varying gate configurations
- Refinement of the ramp design including the baffle spacing and orientation; crest alternatives; sediment and debris management; and low flow channel optimization
- Testing of sediment management options including the flushing channel and other sluicing or training wall options
- Debris Boom preliminary design and alternative concepts for testing in the physical model

- Dam crest spillway and apron design designment including potentially attraction/distraction flows and refinement of flow splits between the dam, crest and intake

NHC will provide documentation through short technical memorandums and design drawings as needed for the items listed above.

Task 3: Meetings and Coordination

This task includes regular online meetings and coordination through October 2022. NHC attends standing meetings on the Hardened Ramp for 2 hours every week. The meetings include coordination with United to direct the work effort, review of physical modeling results and approach, coordination with fisheries agencies, and discussion of the hydraulic design development work effort in Task 2. Time is included for regular attendance of these meetings for two individuals and anticipated as-needed attendance for other members of the NHC project team.

Task 4: As-Directed Items

NHC recognizes that other tasks may be necessary or further detail may be needed for tasks described above outside of our estimates in this document. This task provides as-directed funds that may be used in consultation with United Water to address topics or needs not currently defined. This task budget will be spent only as authorized by United.

SCHEDULE

The overall schedule of work extends through the physical modeling period, ending in October 2022. The schedule for individual tasks and activities within tasks will be coordinated with United as the work proceeds. NHC understands that timely input to United and USBR throughout the process is needed to support the ongoing physical modeling activities and maintain the overall project schedule.

BUDGET

The costs for the tasks outlined above were estimated based on the expected level of effort for design and analysis of potential solutions that are presently anticipated. Depending on initial development and review of potential solutions with the United team and the fisheries agencies, cost allocations may need to be shifted between tasks. The total budget augmentation requested takes into account remaining funds from the Hardened Ramp Design Modifications and Hardened Ramp 30% Design task orders. The remaining funds are estimated based on an estimate of billed hours from October 2021. A cost breakdown by task

is given below. NHC is requesting an augmentation of \$341,254 for design services through October 2022.

Proposed Tasks and Budget:

#	Task	Budget
1	Physical Model Review	\$146,720
2	Hydraulic Design Support	\$249,790
3	Meetings and Coordination	\$67,320
4	As-Directed Items	\$39,180
	Budget Remaining from Previous TO	(\$161,756)
	Augmentation Requested	\$341,254

A detailed cost breakdown can be provided upon request.

CLOSURE

We hope the approach outlined above and the estimated schedule meets United's needs for contracting purposes. Please call or email with any questions or comments.

Sincerely,

Northwest Hydraulic Consultants Inc.



Barry Chilibeck, P.Eng.
Principal



Brady McDaniel, P.E.
Principal

SCHEDULE OF STANDARD CHARGES (Effective April 2021)

Labor Category	Fee Rate (\$US/hour)
Principal	255
Principal T3	235
Sr. Project Engineer/Scientist	215
Sr. Engineer/Scientist 1	190
Sr. Engineer/Scientist 2	165
Engineer/Scientist 1	145
Engineer/Scientist 2	125
Jr. Engineer/Scientist	115
GIS Analyst 1	145
GIS Analyst 2	110
Sr. Engineering Technician	145
Engineering Technician.....	115
Jr. Engineering Technician	90
Sr. Engineering Lab Technician	135
Sr. Contract Administrator	170
Sr. Technical Editor	150
Technical Editor	115
Office Administrator	90

Handling Charges /

Fees

Markup on Subconsultants.....	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	10%

Photocopies \$/sheet

B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00

Plotting \$/sheet

Plots, bond, 11 x 17	\$2.00
Plots, bond, D size	\$4.00
Plots, oversize (running foot)	\$2.00

Labor costs subject to annual escalation adjustment in October to reflect cost of living and merit salary increases. Refer to separate schedules for field and laboratory equipment charges.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2022, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and Northwest Hydraulic Consultants, (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional services in connection with the support of the physical modeling efforts associated with the Hardened Ramp Fish Passage Alternative (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **Barry Chilibeck** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b)

maintain direct communication with UNITED's **Craig Morgan** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **October 31, 2022**.

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **three hundred forty-one thousand two hundred fifty four dollars (\$341,254)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting

records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Craig Morgan**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or

corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension,

revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means,

methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	Barry Chilibeck Principal Northwest Hydraulic Consultants 30 Gostick Place North Vancouver, BC V7M 3G3
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To UNITED:	Craig Morgan Engineering Manager United Water Conservation District 1701 North Lombard Street, Suite 200
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or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio E. Guardado, Jr., General Manager

Northwest Hydraulic Consultants Inc.

By _____

**EXHIBIT “A” TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.



NHC Ref. No. 6004761

15 November 2021

United Water Conservation District

1701 Lombard Street
Oxnard, CA 93030

Attention: **Craig Morgan, P.E.**
Engineering Manager

Via email: craigm@unitedwater.org

Subject: **Hardened Ramp Physical Modeling and Design Evaluation Budget Augmentation**

Northwest Hydraulic Consultants (NHC) has developed preliminary design drawings and reporting for the Hardened Ramp Fish Passage Alternative (Hardened Ramp) at Vern Freeman Diversion Dam (VFD) for United Water Conservation District (United Water). NHC previously provided 30% designs for the Hardened Ramp MOD-6 configurations in the Design Development Report (2020) and for the MOD-9 configuration within the Basis of Design Report (2021).

The Hardened Ramp alternative is being modeled by the Bureau of Reclamation Hydraulics Laboratory (USBR) to further design development. The USBR modeling plan includes baseline testing of both the MOD-6 and MOD-9 conditions using 1:24 and 1:12 scale models. Design development will follow the baseline testing to refine and advance the Hardened Ramp alternative. Refinements to the Hardened Ramp design during this process are expected to include a combination of some or all the following: baffle configuration, intake location/orientation, sediment and debris management alternatives, debris boom design, hydraulic training structures and gate optimization.

United Water has requested that NHC provide continuing review, hydraulic design, and coordination to the Hardened Ramp physical modeling and design refinement process, which is expected to extend through October 2022. The services to be provided can be described to some degree at present but will be adapted depending on needs identified as physical modeling moves forward. The work will be directed by United and coordinated in regular weekly meetings. A description of work tasks and budgets to support the expected level of effort are provided below.

TASKS

NHC has identified four tasks related to upcoming work on the Hardened Ramp physical modeling and design development until October 2022. Should the Hardened Ramp design proceed to detailed design, additional work will be required on the design downstream of the current model – including the fish screens and cleaning systems, fish monitoring and assessment works, canal gate and ancillary works.

Task 1: Physical Model Review

This task includes direct support for the physical modeling activities.

NHC expects to provide the following services under this task:

- Support to address ongoing questions for the 1:24 scale model
- Support for the development of the 1:12 Model Design construction and boundary conditions
- Attendance and input for a 1:12 Baseline Demonstration and agency visit
- Attendance and input for the Design Development testing on the 1:12 and 1:24 scale models, likely 2 trips to USBR laboratory

Task 2: Hydraulic Design Support

Over the next year design development for the Hardened Ramp will take place through a combination of concept development outside of the physical models and testing in the models.

In this task NHC will develop and analyze alternative configurations and modifications to the design to improve diversion, fish passage, and sediment management performance. Options may be screened in numerical models and advanced or eliminated for further consideration in the physical model testing program. The details and level of effort for individual items will depend on findings from the physical model and input from the design team (United, USBR, Larry Weber) and regulatory agencies. NHC expects that work may be completed in the following areas under this task:

- Modeling of preferred intake geometry and design alternatives in CFD and estimation of yield for varying gate configurations
- Refinement of the ramp design including the baffle spacing and orientation; crest alternatives; sediment and debris management; and low flow channel optimization
- Testing of sediment management options including the flushing channel and other sluicing or training wall options
- Debris Boom preliminary design and alternative concepts for testing in the physical model

- Dam crest spillway and apron design designment including potentially attraction/distraction flows and refinement of flow splits between the dam, crest and intake

NHC will provide documentation through short technical memorandums and design drawings as needed for the items listed above.

Task 3: Meetings and Coordination

This task includes regular online meetings and coordination through October 2022. NHC attends standing meetings on the Hardened Ramp for 2 hours every week. The meetings include coordination with United to direct the work effort, review of physical modeling results and approach, coordination with fisheries agencies, and discussion of the hydraulic design development work effort in Task 2. Time is included for regular attendance of these meetings for two individuals and anticipated as-needed attendance for other members of the NHC project team.

Task 4: As-Directed Items

NHC recognizes that other tasks may be necessary or further detail may be needed for tasks described above outside of our estimates in this document. This task provides as-directed funds that may be used in consultation with United Water to address topics or needs not currently defined. This task budget will be spent only as authorized by United.

SCHEDULE

The overall schedule of work extends through the physical modeling period, ending in October 2022. The schedule for individual tasks and activities within tasks will be coordinated with United as the work proceeds. NHC understands that timely input to United and USBR throughout the process is needed to support the ongoing physical modeling activities and maintain the overall project schedule.

BUDGET

The costs for the tasks outlined above were estimated based on the expected level of effort for design and analysis of potential solutions that are presently anticipated. Depending on initial development and review of potential solutions with the United team and the fisheries agencies, cost allocations may need to be shifted between tasks. The total budget augmentation requested takes into account remaining funds from the Hardened Ramp Design Modifications and Hardened Ramp 30% Design task orders. The remaining funds are estimated based on an estimate of billed hours from October 2021. A cost breakdown by task

is given below. NHC is requesting an augmentation of \$341,254 for design services through October 2022.

Proposed Tasks and Budget:

#	Task	Budget
1	Physical Model Review	\$146,720
2	Hydraulic Design Support	\$249,790
3	Meetings and Coordination	\$67,320
4	As-Directed Items	\$39,180
	Budget Remaining from Previous TO	(\$161,756)
	Augmentation Requested	\$341,254

A detailed cost breakdown can be provided upon request.

CLOSURE

We hope the approach outlined above and the estimated schedule meets United's needs for contracting purposes. Please call or email with any questions or comments.

Sincerely,

Northwest Hydraulic Consultants Inc.



Barry Chilibeck, P.Eng.
Principal



Brady McDaniel, P.E.
Principal

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services

Administration (GSA) rate for Ventura County. GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
Including operations, products and completed operations, as applicable. | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim.
5. Valuable Document Insurance **Full Equity of all Documents**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Robert J. Richardson, Senior Engineer

Date: December 28, 2021 (January 12, 2022 meeting)

Agenda Item: 5.5 Designating authorization to the District's General Manager to Execute a Modified Utility Easement Deed Related to the PTP Metering Improvement Project Select Properties
Motion

Staff Recommendation:

The Board will consider authorizing the General Manager to serve as its agent for the execution and acceptance of a modified utility easement deed for select properties related to the District's Pumping Trough Pipeline Metering Improvement project. The Board previously authorized the General Manager to execute and accept utility easement deeds under Resolution 2020-22 (November 2020).

Discussion:

The District is working on acquiring utility easement deeds for various turnout locations on the PTP system in order to complete the Pumping Trough Pipeline (PTP) Irrigation Efficiency Meter Replacement Project (Capital Improvement Project No. 8022) and fulfill a grant requirement for the project.

The Board previously approved Resolution 2020-22 authorizing General Manager to serve as its agent for the execution and acceptance of utility easement deeds related to the District's Pumping Trough Pipeline metering replacement project.

Several owners have requested changes to the easement deeds related to this project (PTP Turnout Nos. 113, 114, 135, 139, 144, 145, 146, 147, 150, 156, 158, and 161). Modifications have been made to accommodate the requests of the owners as a group. Authorizing the General Manager to accept and execute the modified utility easement deeds expedites the recordation process.

Fiscal Impact

The District would not incur any new costs related to this item.

Attachments: A – Modified Utility Easement Deed
Attachments: B – Resolution 2020-22

RECORDING AT REQUEST OF
Hamner, Jewell & Associates

AND WHEN RECORDED MAIL TO:
United Water Conservation District
1701 N. Lombard Street, Suite 200
Oxnard, CA 93030

APN: 216-0-040-595

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No Fee Required: Govt. Code Sec. 6103 & 27383
No Transfer Tax Due: R&T Code Sec. 11922

UTILITY EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Helm Ranch, LLC a California limited liability company (hereinafter referred to as "Grantor")

Hereby GRANT(S) to:

UNITED WATER CONSERVATION DISTRICT (hereinafter referred to as "Grantee")

a perpetual ~~non-exclusive~~-easement ~~and right of way~~ ("Easement Area") in gross to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time subsurface non-potable water pipeline(s) and related ~~facilities~~purposes which is/are connected to and provide service from Grantee's Pumping Trough Pipeline (PTP) system, including but not limited to such surface installations and devices that are appurtenant to said non-potable water pipeline(s) as well as the right of pedestrian and vehicle ingress and egress to access such pipelines and related appurtenances, in, on, over, under and across ~~that certain following described~~ real property as described and depicted in Exhibit "A" and Exhibit "B" (herein after the "Easement Area") attached hereto and incorporated herein which is located in the County of Ventura, State of California ~~;~~.

~~The above described real property in the County of Ventura, State of California described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.~~

Grantor further grants to Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide any of the rights, including but not limited to access and ingress and egress, granted to the Grantee by this Grant of Easement. This right of assignment by Grantor is limited to successor's to Grantee or other district, government or public entities and utilities in conjunction with the operation of the PTP system.

Grantor agrees for his/her-self, his/her heirs and assigns not to erect, place or maintain, nor permit the erection, placement or maintenance of any structures or improvements within the Easement Area ~~that may unreasonably impair, affect, restrict, prevent, or hinder the use of the easement granted herein, including Grantee's right to gain access to the Easement Area for the purposes described herein.~~ Grantee, and its contractors, agents and employees shall have the right to trim or cut tree roots or other vegetation as may

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endanger or interfere with said pipelines and related appurtenances and shall have free access to said pipelines and related appurtenances at all times. Grantee's right to trim trees and cut roots or other vegetation is limited to within the Easement Area or along the boundary of the Easement Area. Grantee shall have the right, but not the obligation, to construct a fence or other barrier along the perimeter of the Easement Area or within the Easement Area for purposes of protecting said pipelines and related appurtenances. —provided that Grantee provides Grantor with whatever keys, combinations or codes are necessary to gain entry through the fence or barrier.

Any construction, operation, repair, and maintenance of the improvements installed within the Easement Area by Grantee shall be kept in good condition and repair, in compliance with all applicable laws, regulations, ordinances.

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Grantee shall be solely responsible for and shall indemnify, defend and hold Grantor and Grantor's property harmless from and against all costs, expenses, damages, claims, liens, causes of action, losses, liabilities, including reasonable attorneys' fees, or injuries arising from or incident to the construction, installation, use, maintenance, operation, alteration, improvement, repair, replacement, reconstruction, inspection, and/or removal of Grantee's facilities within the Easement Area, or resulting from any action or inaction of Grantee or its agents, employees, contractors, invitees or assignees in connection with any entry on Grantor's property for the purposes described herein.

If any legal action or proceeding arising out of or relating to rights, terms and conditions of this instrument is brought by either party due to the actions or omissions of the parties to this instrument, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief that may be granted, its reasonable attorneys' fees, costs and expenses incurred in the action or proceeding by the prevailing party.

Unless earlier terminated by mutual written agreement of the parties or their respective successors in a subsequent written instrument, the easement granted herein shall continue until such time that Grantee's facilities within the Easement Area are no longer used by Grantee or any successor or assign with an intent to permanently abandon the use thereof, excluding however any temporary cessation of use for any period of time for the purpose of performing maintenance, improvements or repairs or for any other reason within the reasonable operation of Grantors' facilities.

In exercising its rights under this Grant of Easement, Grantee shall act in such a manner to cause the least injury to the surface of the ground and shall restore the surface to as near the same condition as it was prior to such work as is practicable.

IN WITNESS WHEREOF, the undersigned has/have executed this Utility Easement Deed as of _____, 20____.

GRANTOR:
Helm Ranch, LLC a California limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

~~WITNESS WHEREOF, the undersigned has/have executed this Utility Easement Deed as of~~

~~_____20_____~~

ACKNOWLEDGMENT

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Utility Easement Deed dated _____, _____, from ***Helm Ranch, LLC a California limited liability company*** ("Grantor"), to the UNITED WATER CONSERVATION DISTRICT ("Grantee"), is hereby accepted by the undersigned officer on behalf of the UNITED WATER CONSERVATION DISTRICT, pursuant to authority conferred by Board action dated _____, _____, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: _____ **UNITED WATER CONSERVATION DISTRICT**

By: _____

Its: _____

RESOLUTION 2020-22

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE UNITED WATER CONSERVATION DISTRICT
AUTHORIZING GENERAL MANAGER TO SERVE AS ITS AGENT
FOR THE EXECUTION AND ACCEPTANCE OF UTILITY EASEMENT DEEDS
RELATED TO THE DISTRICT'S PUMPING TROUGH PIPELINE
METERING REPLACEMENT PROJECT**

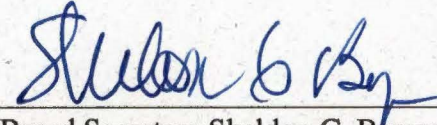
BE IT RESOLVED by the Board of Directors of the United Water Conservation District that General Manager Mauricio E. Guardado, Jr., is hereby authorized to serve as the Board's agent for the execution and acceptance of utility easement deeds related to the District's Pumping Trough Pipeline Metering Replacement project.

PASSED, APPROVED and ADOPTED this 10th day of November, 2020.

ATTEST:


Board President Michael W. Mobley

ATTEST:


Board Secretary Sheldon G. Berger





Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager

From: Clayton Strahan, Chief Park Ranger

Date: December 20, 2021 (January 12, 2022, Meeting)

Agenda Item: 5.6 Approval of Licensing Agreement between United Water Conservation District and Tommy's Boats, LLC for the Operation of the Marina and Boat Rental Services at the Lake Piru Recreation Area
Motion

Staff Recommendation:

The Board will consider approving the attached licensing agreement between the District and Tommy's Boats, LLC and authorize the General Manager to execute the agreement on behalf of the Board of Directors.

Background:

The District parted ways with the former concessionaire of the Lake Piru Recreation Area (Parks Management Company) on January 1, 2020. Since then, the District has taken on the operation of the Recreation Area, but staff determined that it was not viable for the District to directly operate the boat rental and marina operation. In August 2020, staff prepared and published a request for bid to run the boat rental and marina operation. After an exhaustive selection process, Tommy's Boats, LLC was chosen by staff as the most qualified bid. Since then, staff and legal counsel has been working closely with Tommy's Boats to draft a mutually beneficial licensing agreement. The final agreement has been attached (Attachment A).

Fiscal Impact:

The anticipated fiscal impact is a positive impact to the District with anticipated revenue of \$25,000 or more for a term of one year with a possibility of a five year extension at the Board's discretion.

Attachment:

Attachment A – Tommy's Boats, LLC License Agreement

**LICENSE AGREEMENT BETWEEN
UNITED WATER CONSERVATION DISTRICT**

AND

TOMMY'S BOATS, LLC

**FOR THE USE OF FACILITIES FOR OPERATING AND PROVIDING BOAT
RENTAL SERVICES**

THIS LICENSE AGREEMENT ("Agreement") is approved and entered into as of this 15 day of March, 2022 ("Effective Date"), by and between the UNITED WATER CONSERVATION DISTRICT, an independent special district and public agency formed and operating pursuant to the California Water Code Conservation Law of 1931 set forth in California Water Code Section 74000 *et seq.* (the "District") and TOMMY'S BOATS, , LLC, a limited liability corporation. ("Tommy's").

RECITALS

WHEREAS, District is the owner of certain real property located at the Lake Piru Recreation Area, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Tommy's desires the use of a portion of the Property; and

WHEREAS, District is willing to grant to Tommy's a license for the non-exclusive access of the Property, the exclusive use of the marina, floating docks, boat house on the dock, and parking lot located on the Property, and the non-exclusive use of the dry storage facility and the counter space in the front office of the Condor Point storefront located on the Property, designated and outlined in red in Exhibit "A" ("License Area") in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the access and use of the License Area.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of License Area. District grants a non-exclusive license to Tommy's to access and use the License Area for the limited and sole purposes of operating and providing boat rental and related services ("Program"), as further set forth in Tommy's proposal, attached hereto as Exhibit "B" and incorporated herein by this reference. Any reference to Tommy's use of the License Area shall include use by Tommy's employees, contractors, volunteers or invitees.

Section 2. Monthly Fee. Tommy's shall calculate its adjusted gross revenues attributable to rentals of boats for the use on the Property and shall pay the District on a monthly basis, ten percent (10%) of AGR. In the event AGR reaches an excess of two hundred thousand dollars (\$200,000), Tommy's shall pay District fifteen percent (15%) of the total AGR ("Monthly Fee"). Tommy's must make payment of the Monthly Fee by 5:00 p.m. of the tenth (10th) calendar day of the month, beginning on April 15, 2022, and ending April 15, 2023. The parties acknowledge and agree that the Monthly Fee is not a rental or lease payment for the License Area. Late payments shall be subject to a four percent (4%) late fee.

(a) Special Event Fees. Tommy's may host special events in the License Area upon providing the District a minimum of fourteen (14) days advance written notice and so long as Tommy's special events do not conflict with the District's use of the Property. Tommy's shall pay the District a Four Dollar (\$4) per vehicle parking fee for all special events with more than fifty (50) guests.

(b) Rental of Off-Site Boats. District's grant of license and Tommy's use of the License Area includes Tommy's right to rent Piru-based boats (10 boats in year 1 of the Term) to customers off-site without including such fees in the AGR, solely in cases where less than 60% of the fleet is rented out on a given date/date range, or in cases where any boat vessel is available within two weeks of the inquired date range.

Section 3. Term. The Agreement shall commence on the Effective Date and shall conclude at the expiration of this Agreement on March 31, 2023 ("Term"), unless mutually extended in writing by both parties. This Agreement may be mutually extended in writing by both parties for a maximum total term of five (5) years, or not to extend beyond March 31, 2028. Any extension of term may be subject to a change of monthly fee as described in Section 2" This Agreement may be terminated immediately by District: (1) if Tommy's is in material breach of the Agreement, (2) if District determines there are unsafe and/or dangerous conditions, threats to life or property, or (3) without cause upon thirty (90) days written notice.

Section 4. Conditions to Use. Failure to comply with any of the following sections and conditions below shall be considered a material breach of this Agreement.

(a) Repair of License Area. Tommy's shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the License Area by Tommy's, its employees, volunteers or invitees, as mutually determined by Tommy's and District,

excluding only those caused by the sole active negligence or willful misconduct of District. Tommy's shall notify District immediately of any damage caused to the License Area. In the event that Tommy's fails to repair or replace the License Area, District may, at District's sole discretion, undertake any repair or replacement of the License Area and Tommy's shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Maintenance and Clean Up of License Area. Tommy's shall provide routine maintenance services on the License Area during the Term of the Agreement. Tommy's shall be responsible for the full and complete cleanup of the License Area at the close of each and every day, leaving it in a comparable state as existed prior to Tommy's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities.

(c) Hazardous Materials. Under no circumstances during the Term of this Agreement shall Tommy's use or cause to be used in the License Area any hazardous or toxic substances or materials, and under no circumstance during the Term of this Agreement shall Tommy's store or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, Tommy's may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Tommy's Program. The method for transporting fuel for rental boats to the dock area or any part of the License Area shall be the sole responsibility of Tommy's. Tommy's must comply with all applicable federal, state, and local laws and regulations. To the extent Tommy's wishes to utilize the one thousand (1,000) gallon fuel tank located in the dry storage facility within the License Area, the District permits Tommy's to do so only upon Tommy's acquiring and showing the District verification of the proper permit from the Ventura County Air Pollution Control Board and Tommy's agreement to maintain detailed and accurate reporting of usage as required by the County of Ventura.

(d) Non-Interference with District Activities. This Agreement shall not grant Tommy's, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.

(e) Records and Reports. Tommy's shall keep true and accurate books and records showing Tommy's AGR attributable to rentals of boats for use on the Property in a manner that conforms to industry standards and generally accepted accounting principles and practices. Tommy's shall submit to the District, on the tenth (10th) calendar day of the month, a verified income statement showing Tommy's AGR attributable to rentals of boats for use on the Property.

(f) Environmental Management. Tommy's shall be responsible for notifying the District's Park Ranger of the departure of any watercraft pursuant to Tommy's Program so that District staff may perform an invasive species inspection on the watercraft prior to departure from the License Area. Failure to do so may be deemed a material breach of this Agreement and Tommy's may be subject to prosecution pursuant

to California and Wildlife Code Section 2301. Tommy's agrees that all watercraft having been in the waters within the Property for more than 96 consecutive hours will undergo a high-pressure thermal decontamination process administered by a trained District staff person. All such efforts must be coordinated in advance with the District Chief Park Ranger or designee. Pursuant to this Agreement, Tommy's shall not knowingly allow any uninspected vessel or potentially contaminated water vessel to depart the Property without passing an exit inspection or undergoing a vessel decontamination.

(g) Conduct of Tommy's, Employees, Volunteers and Invitees. Tommy's shall insure that all employees, contractors, volunteers have appropriate background and medical clearance, to the extent necessary, and Tommy's shall ensure that all employees, contractors, volunteers, invitees, and all others in attendance will adhere to proper standards of public conduct and comply with all District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Tommy's is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, and/or invitees, the District reserves the right to remove said individual, and/or require Tommy's to remove said individual from the District's Property and prohibit future access to the Property.

(h) Insurance.

(i) Public Liability and Property Damage. Tommy's agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Tommy's use of the License Area under this Agreement. Such insurance shall be in amounts not less than \$5,000,000.00 per occurrence; \$5,000,000.00 for general aggregate and \$1,000,000.00 for property damage.

(i) Automobile Liability. Tommy's also agrees to maintain in full force and effect with regard to any Tommy's owned vehicles which Tommy's brings onto the License Area a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000.00 per accident throughout the duration of the Agreement.

(ii) Workers' Compensation. Tommy's shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$100,000.00 per employee and \$100,000.00 per occurrence.

(iii) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy.

District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(iv) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by Tommy's of the License Area, Tommy's will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(i) Indemnification. Tommy's shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Tommy's, its agents, officers, employees, contractors, volunteers, guests or invitees ("Tommy's Parties"), or resulting from Tommy's Parties' activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area. Tommy's shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Tommy's Parties' activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Tommy's further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. Tommy's further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Tommy's Parties stored at the Property including the License Area. In connection therewith:

(i) Actions Filed. Tommy's shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Tommy's shall promptly pay any judgment rendered against Tommy's Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against

Tommy's Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein, Tommy's agrees, at its option, to defend District Parties or pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(j) Program Materials, Furnishings and Equipment. Tommy's shall provide all materials, furnishings and equipment to be used for its Program, including, but not limited to fuel for boats provided for rental under its Program. Tommy's is responsible for all costs associated with its Program.

(k) Program Supervision and Security. Tommy's shall provide all necessary supervision of its employees, volunteers and invitees while using the License Area. Tommy's is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times. Tommy's shall provide sufficient staffing to support the Program in order to ensure that the operation is maintained in a safe and secure manner. Tommy's shall be responsible for providing and shall provide competent onsite supervision of the Program.

(l) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area. The District's Representative shall provide Tommy's Representative with two (2) sets of keys necessary to access the License Area.

(m) Parking. Parking in the parking lot specified in Exhibit "A" shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking or marked as reserved. District events have priority. Tommy's shall coordinate with District, so Tommy's is aware of District events that will impact parking.

(n) Utilities. Tommy's shall be responsible for payment of all utilities associated with operation of its Program and/or use of the License Area during the term of this Agreement, including but not limited to water, electricity, trash, natural gas, propane, fuel and Wi-Fi. Removal and disposal of all rubbish, refuse, and garbage from the License Area shall be Tommy's responsibility and shall be disposed of outside the District's Property and in accordance with applicable laws and ordinances. Should Tommy's wish to utilize the trash receptacles on the Property, Tommy's may inquire with the District and negotiate a price for said usage. In the event Tommy's uses the trash receptacles on the Property and/or License Area without paying the District, the District reserves the right to invoice Tommy's for said unauthorized use and Tommy's

shall reimburse District for the costs of using said trash receptacles within thirty (30) days of invoice by District.

(o) Taxes. Tommy's shall be responsible for all taxes associated with its use of the License Area. In the event possessory interest taxes are assessed, Tommy's shall be solely responsible for the payment of all Tommy's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Tommy's that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by Tommy's; and (ii) Tommy's may be subject to the payment of property taxes levied on the possessory interest obtained by Tommy's. The parties acknowledge that during the term of this Agreement, Tommy's shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(p) Periodic Inspections/Access. District shall be allowed, but is not required, to perform periodic inspections of the License Area without notice in order to determine the physical condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt Tommy's use of the License Area.

(q) Vacating License Area. Tommy's acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Tommy's that would be consistent with a lease. Accordingly, Tommy's acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Tommy's will not have access to the License Area and the District may elect to change locks or take other steps to prevent Tommy's from having access to the License Area. The District may remove from the License Area any remaining personal property of Tommy's and/or will endeavor to cooperate with Tommy's to schedule a mutually convenient time to allow Tommy's to remove its personal property, if any remains, from the License Area; however, such access is to be made under the District's supervision.

Tommy's INITIALS: _____

(r) Termination or Expiration of Agreement. Upon termination or expiration of the Agreement, Tommy's shall return the License Area and any then-existing improvements to the District in clean, good order, condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. Tommy's shall remove from the License Area all of Tommy's personal property and trade fixtures. All property not so removed shall be deemed abandoned by Tommy's and Tommy's shall be responsible for any costs incurred by the District for the removal of such abandoned property.

Tommy's INITIALS: _____

Section 5. District Special Events. Tommy's shall cooperate with any filming operations and/or special events conducted and/or organized by the District within the License Area and/or Property. Such filming operations and/or special events are exclusively at the discretion of the District, but the District agrees to consult with Tommy's in an effort to avoid interfering with Tommy's Program. Tommy's shall not receive any revenue from the District associated with special events such as fishing tournaments and/or film shots hosted by the District in the License Area and/or Property. Any revenue Tommy's receives pertaining to such District special events shall be paid directly to Tommy's by said fishing organizations and/or film studios for impacts that limit or hinder Tommy's Program and/or use of the License Area. The District agrees to contact Tommy's in advance of all such District special events to determine projected revenue losses and to assist in negotiating the recovery of such fees on Tommy's behalf. Tommy's agrees to submit an invoice to said organizations at the request of the District in order to recover any and all financial losses. The District makes no guarantees that it will successfully obtain any potential loss revenues for Tommy's from such fishing organizations and/or film studios, but shall utilize its best efforts to assist Tommy's in this effort. The District agrees to secure endorsements naming Tommy's as an additional insured on filming companies' insurance policies and indemnification and hold harmless agreements, separately from the District to provide legal indemnities. If Tommy's rents, sells, or loans the use of its equipment, resources, and/or staff to filming companies, it shall make separate arrangements for the terms and payment separately from the District and the District will not be responsible for collection of fees or damage/injury to Tommy's personal property.

Section 6. Compliance With Law.

(a) Tommy's shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area and/or Program, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. Tommy's shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area. Tommy's shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable. Upon request by District, Tommy's must provide a certified copy of all permits and licenses required above.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for Tommy's Program, and Tommy's waives any implied warranty that the Property and/or the License Area are suitable for Tommy's intended purposes. Prior to the commencement date of the Program, Tommy's shall have taken the appropriate steps and made the appropriate inquiries to confirm that Tommy's is or will be as of the commencement date of the Program in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Tommy's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

Tommy's INITIALS: _____

(c) In furtherance of Section 6(b) above, District makes no representation or warranty regarding the condition of the Property with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by Tommy's or any Tommy's staff or guest entering the Property. By executing this Agreement, Tommy's hereby accepts sole responsibility to take all steps necessary to comply with any law or regulation related to its use of the Property to address the COVID-19 virus throughout the term of the Agreement including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the License Area. Tommy's is solely responsible for determine the COVID-19 regulations or guidelines applicable to its use of the Property and ensuring compliance throughout the term of the Agreement which may include temporarily limiting or stopping use of the Property based on current or future orders by the federal, state, or local government and implementing safety procedures including, but not limited to, requiring face masks, implementing social distancing procedures, conducting "deep cleaning" in high traffic areas, and providing extra sanitary supplies for anyone entering the License Area.

By entering into this Agreement, District is not making any implied or explicit suggestion or warranty that the Property is protected from the COVID-19 virus or otherwise safe for use. Tommy's shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, COVID-19, or any related sickness or ailment as the result of entering the License Area at the permission or request of Tommy's and any claimed violation of any regulation related to COVID-19 arising from Tommy's use of the License Area. Except as explicitly stated in the Agreement, this Agreement does not require the District to take any additional responsibility for additional cleaning or sanitation obligations with respect to the License Area which shall remain the sole responsibility of Tommy's.

Section 7 Improvements Installation of Improvements by Tommy's. Tommy's shall not construct or install any improvements (as defined in Civil Code section 660) on the License Area and/or Property or otherwise alter the License Area and/or Property without the prior written consent of District. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any or no reason. Contractors retained by Tommy's with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements for similar or like projects. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws, including, but not limited to, building codes, fingerprinting requirements, and prevailing wage laws, if prevailing wage requirements are applicable to the project. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work. Tommy's shall indemnify, defend and hold harmless District, its

directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by Tommy's or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Section 8. Condition of License Area. District is not aware of any defect in or condition of the License Area that would prevent its use for Tommy's purposes. District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the License Area that calls into question the appropriateness or sufficiency of the License Area for the intended purpose. Tommy's, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the License Area, including, without limitation, those relating to health, safety, noise, environmental protection, zoning conditions, waste disposal, and water and air quality. Tommy's shall not be responsible for any and all environmental conditions that existed prior to Tommy's use and occupancy of the License Area, so long as such environmental conditions are not exacerbated by Tommy's negligence or willful misconduct. District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any existing compliance issues prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by Tommy's. Tommy's shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by Tommy's. Should any modifications or improvements made by Tommy's change or affect the character of any existing improvements, Tommy's shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards.

Tommy's enters this Agreement fully understanding and acknowledging that the lake levels on the Property and/or License Area will vary substantially. District makes no promises or guarantees for minimum lake levels on the Property and/or License Area. The lake is District's reservoir and is utilized first and foremost for groundwater recharge throughout the basins of District's boundaries, as deemed necessary by District in its sole discretion. Tommy's may make no claim against District for economic damages, and District shall bear no liability to Tommy's, due to varying lake levels within the Property and/or License Area.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property and/or License Area due to Tommy's use and occupancy thereof, Tommy's, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the License Area, to the satisfaction of District and any governmental agencies having jurisdiction over the License Area or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Tommy's fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the cleanup, remediation,

removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and/or monitoring costs, penalties, fines and/or disbursements, District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Tommy's, which shall remain a liability of Tommy's until paid in full.

Section 9. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Tommy's acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Tommy's against District, or by District against Tommy's. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Ventura County.

Section 10. Title to Property. The parties acknowledge that title to the Property is held by District and shall remain in District's name at all times.

Section 11. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 12. Entire Agreement; Amendment. This Agreement, together with its attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior discussions, negotiations and agreements, whether oral or written made prior to the date hereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

Section 13. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Tommy's:

Tommy's
146 Monroe Center St. NW, Suite 820
Grand Rapids, MI 49503
Attention: Director, Katie Hicks

If to District:

United Water Conservation District
1701 N. Lombard St. Suite, 200
Oxnard, CA 93030
Attn: General Manager, Mauricio Guardado

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 14. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Tommy's in the performance of services and functions with respect to this Agreement shall be deemed employees of Tommy's and no Tommy's employee shall be considered as an employee of District under the jurisdiction of District, nor shall such Tommy's employees have any District pension, civil service, or other status while an employee of the Tommy's.

(b) Tommy's shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Tommy's, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 15. Assignment. Tommy's, as a licensee, acknowledges that the rights conferred herein are personal to Tommy's and do not operate to confer on or vest in Tommy's any title, interest, or estate in the License Area or any part thereof, and therefore, Tommy's shall not assign, sublet, hypothecate or mortgage the License Area or any portion thereof, by, through or pursuant to this Agreement.

Tommy's INITIALS: _____

Section 16. Nondiscrimination. In utilizing the Agreement, Tommy's shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 17. As-Is Condition. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area and/or its suitability for the Program.

Section 18. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property and License Area
Exhibit B: Tommy's Proposal

Section 19. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 20. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between District and Tommy's. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 21. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 22. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, be construed to limit or extend the meaning of this Agreement, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 23. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 24. Nonliability of Officials. No director, officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative

Section 25. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Section 26. Signs. Tommy's shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion. The portion of Tommy's website related to Tommy's Program in the License Area must be approved in advance by the District prior to its online posting, and any significant changes thereafter shall be approved by the District.

Section 27. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall continue as valid, legal, and enforceable.

Section 29. Waiver. No delay or omission of the District to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tommy's hereunder. Any waiver by the District of any breach of any term, covenant, condition, or default must be in writing and shall not be a waiver of any other breach, term, covenant, condition or default concerning the same or any other provision of the Agreement.

Section 30. Execution in Counterpart. This Agreement and all amendments and supplements to it may be executed in counterparts, and all so executed counterparts together shall be construed as one document binding on all parties hereto.

Section 31. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Directors duly passed and adopted.

Section 32. Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District:

**UNITED WATER CONSERVATION
DISTRICT**

By:_____

Its:

Tommy's:

TOMMY'S BOATS, LLC

By:_____

Its:

Exhibit “A”

Description of Property and License Area

(Inserted on Next page)

Exhibit- A

Condor Point

Parking Lot

Dry Storage Area

Marina

Piru Canyon Rd

Lake Piru

0 125 250 500 Feet

1 inch = 250 feet

United Water
CONSERVATION DISTRICT

Exhibit “B”

Tommy’s Proposal

(Inserted on Next page)

EXHIBIT - B



Lake Piru Proposal

Scope

- ✦ Introduce Tommy's Waterfront/Rental Department to the local and surrounding Lake Piru area, tap into a market consisting of locals and tourists alike, with boat accommodations for all.
- ✦ Visit Tommy's site: www.gettommys.com
- ✦ Visit Tommy's Instagram: @tommysboats

Why Tommy's

- ✦ **New Fleets** - Tommy's provides brand new, current model boats each new rental season, ensuring customers are provided with top-of-the-line technology and quality equipment (please note, the case of market/supply chain issues, Tommy's occasionally retains rental boats for two years)
- ✦ **Customer Service** - Tommy's puts customers first, accommodating every customer need to the best of our ability
- ✦ **Growth Oriented** - Tommy's is growing rapidly, adding new rental locations across the United States frequently, allowing us to continue our reputation and sustain trust in our customers that visit us in more than one location
- ✦ **Competitive** - Tommy's consistently analyzes local markets and demand, adjusting pricing in order to stay competitive, and increasing fleet sizes when the demand and need presents itself
- ✦ **Safety** – Tommy's puts safety at the forefront of every decision and step forward - from staff and customer education, partnering with local law enforcement, and by continuously improving current processes and procedures.

Tommy's Amenities:

- ✦ Rental boats (pontoons and inboard surf/wake boats), and accessories (tubes, skis, surfboards, wakeboards). Staff to manage the rental process
- ✦ Staff for assisting DNR with marina/anchor movement
- ✦ Slip availability for DNR vessels (quantity TBD)

Revenue Share

- ✦ Tommy's anticipates Year 1 to heavily consist of market penetration as we begin to create our footprint - training employees and customers alike on what Tommy's has

to offer; thus, resulting in an enhanced Gross Revenue payout. From Year 2 on, we anticipate penetration and volume to become more prominent, similar to our other existing rental locations - resulting in an adjusted GM payout.

- ✦ 2022
 - 10% rental boat Gross Revenue
 - 15% rental boat Gross Revenue after 200k
 - Does not include pro shop gear sales or rental equipment (tubes, surfboards, etc) ○ Only applies to boats renting on Lake Piru
- ✦ 2023 on ○ 10% rental boat Gross Revenue
 - Does not include pro shop gear sales or rental equipment (tubes, surfboards, etc) ○ Only applies to boats renting on Lake Piru

Tommy's Preferences:

- ✦ Storage building access and parking spaces for servicing rental boats and for Tommy's boat/gear storage (Tommy's would like to utilize this space, so long as it is emptied of past concessionaires' items)
- ✦ Use of office space located on marina dock
- ✦ Lot space for Tommy's vehicle(s)
- ✦ Lot space for a potential mobile trailer/kiosk utilized for rental check in, storage, and pro shop gear
- ✦ Availability to all marina slips – for Tommy's owned boats and/or sold slips to external customers
- ✦ Ability to onboard additional rental boats mid-season and each new season, as necessary
- ✦ Ability to adjust prices as needed, based on demand, market, and other factors, at any time
- ✦ Ability to rent boats from Lake Piru elsewhere to accommodate customer requests and preferences
- ✦ Included in existing and future Lake Piru marketing avenues, promoting Tommy's Rental dept.
- ✦ Use of onsite fuel tank
- ✦ 1-year contract with a 5 year option ○ Tommy's will inform Lake Piru of the 5 year option decision by August 15th, 2022.

Tommy's Process:

Reservations

- ✦ Reservation and walk-up options, with an emphasis/customer training on "reserve as soon as you know your preferred date(s)"
- ✦ 50% deposit, fully refundable up to 2 weeks in advance
- ✦ Half day reservations available (for 2022 to start – most of our other rental locations do not reserve for half days due to full day reservation frequency)
- ✦ Hourly walk-up rental options, with boat availability

- ✦ Reservations and sales run through Dealership Advantage (internal software)

Hours of Operation

- ✦ Approx. annual operation: April-October
- ✦ Approx. hours of operation: 9a-6p, Wed-Sun, weather/traffic dependent
- ✦ Daily rentals: approx. 10a-5p
- ✦ Half day rentals: 4-hour increments

Staff Structure (2022):

- ✦ Lake Piru Waterfront Manager (1)
- ✦ Dockhand Leads (2-3)
- ✦ Dockhands (2-3)

Customer Retention

- ✦ Customers come first – Tommy's rental staff is trained on accommodating customers to the best of our ability, avoiding the word "no" and instead offering a different accommodation. All staff has the authority to make a decision on accommodating a customer/fixing an issue without going up the chain of command (staff is also trained on ensuring a manager is involved if issues/situations escalate or require it)
- ✦ Convenience and streamlined process – Tommy's begins educating customers on safety and Tommy's procedures even before they arrive, through FAQ's and training videos. Once onsite, Tommy's staff utilizes a thorough checklist before handing the keys to the boat to the customer. This process includes driving tests (where applicable), lake rules, safety protocols, etc.

Community Outreach

- ✦ Tommy's strives to make partnerships within local community businesses, offering a small revenue share for customers referred to Tommy's from a particular business, whether that be a VRBO, hotel, restaurant, amusement park, etc.
- ✦ Membership program, attracting locals and tourists alike, with deep discounts and the ability to purchase rental packages (10, 15, 20 days) to be used throughout the calendar year and Lake Piru and/or other current Tommy's rental locations

Maintenance

- ✦ Tommy's maintains our own rental boats with certified marine technicians
- ✦ Tommy's follows preventative maintenance measures with each rental boat. This includes a post-rental check when a customer returns a boat to ensure the boat is still operating as it should, as well as consistent and timely oil changes, etc.

Customer Responsibilities

- ✦ The customer assumes all liability and responsibility after the rental contract is signed. This includes any damages sustained to the rental boat throughout the rental day(s).

Marketing

- ✦ Tommy's has its own in-house marketing team, which has received several awards at National Dealership events, and has a successful following on social media
- ✦ Tommy's has an existing dealership in Ventura, allowing us to begin capitalizing on rental clientele outreach and education before our 2022 opening date

2022 (Year 1) Projections:

- ✦ Start Date: Between March 1-April 1, 2022
- ✦ Minimum of 10 rental boats – approx. 3 Axis, 7 Pontoons (Tahoe or Starcraft)
- ✦ Anticipated sales: \$160,000 (assumption of 10 rental boats x 5 months of busy season x 4 weekends/month x 2 days per weekend x most popular boat renting at approx. \$400/day) ✦ Anticipated GM: \$112,000

Pricing Structure 2022 (subject to change, based on market):

- ✦ 20-22' Pontoons:
 - Half Day: 75% daily rate
 - Daily: \$450-550
 - Multi Day (3+): \$350-450
 - Weekly: \$2,250-\$2750
- ✦ 23-25' Pontoons
 - Half Day: 75% daily rate
 - Daily: \$650-750
 - Multi Day (3+): \$550-650
 - Weekly: \$3,250-3,750
- ✦ Axis
 - Half Day: 75% daily rate
 - Daily: \$800-900 daily
 - Multi Day (3+): \$700-800
 - Weekly: \$4,000-4,500

Los Angeles Times

California adopts drought rules outlawing water wasting, with fines of up to \$500



California's latest drought rules prohibit running sprinklers after rain or overwatering that sends runoff coursing into city streets.

By [Ian James](#) Staff Writer
Jan. 4, 2022 12:31 PM PT

In an effort to discourage wasteful water practices such as hosing off driveways or allowing irrigation water to run down streets, California water officials have imposed new drought rules for cities and towns throughout the state.

The regulations, adopted Tuesday by the State Water Resources Control Board, prohibit overwatering yards, washing cars without a shutoff nozzle, hosing down sidewalks or watering grass within 48 hours after rainfall.

Even after December brought [downpours across California](#) and [record snow](#) in parts of the Sierra Nevada, state water officials stressed that a drought remains and that efforts to conserve water should continue.

“These are just the practical everyday things that we all can be doing,” said Sean Maguire, a member of the state water board. He said the measures in the emergency drought regulations will “help with that mindset of water savings.”

ADVERTISING

The [new rules also prohibit](#), among other things, using potable water to irrigate grass on public street medians or landscaped areas between the street and sidewalk; using potable water for street cleaning or construction purposes; and using potable water for decorative fountains or filling artificial lakes or ponds, with some exceptions.

The regulations apply statewide and there are no exceptions for golf courses and other recreational facilities, said Jackie Carpenter, director of media relations for the state water board. There is a general exemption in the rules for water that’s necessary for public health and safety.

Violators could face fines of up to \$500. The temporary rules, which will be in effect for one year, are similar to measures that were put in place during the last severe drought from 2012 to 2016. The rules also bar homeowners’ associations from fining residents who cut back on watering their lawns or other landscaping.

Eric Oppenheimer, the water board’s chief deputy director, said the new rules should help boost conservation and raise awareness about the need to continue conserving.

“Despite record levels of precipitation so far this winter in some areas, we are not out of the woods yet,” Oppenheimer said.

The new rules are “commonsense measures to save water as California faces more extreme cycles of wet and dry conditions driven by climate change,” he said.

The state water board’s conservation rules focus on urban areas and don’t address agriculture, which according to [state data](#) uses nearly 80% of the water that is diverted and pumped for human use in an average year.

That aspect of the state’s approach prompted criticism from Nataly Escobedo Garcia, a policy coordinator with the nonprofit group Leadership Counsel for Justice and Accountability.

“We continue to warn that without accompanying regulations on agricultural overpumping, the gains made by urban water regulation will be minuscule at best,” Escobedo Garcia told members of the board.

Overpumping of groundwater has been a chronic problem in farming areas across the Central Valley, and a [frenzy of new well-drilling](#) has occurred during the drought, while limits on

pumping [have yet to take effect](#) under the state's 2014 groundwater law. Meanwhile, at least 975 households saw their wells dry up during the past year, according to [state data](#). Many of those wells were located in Central Valley farming areas, where groundwater continues to be depleted.

The water board did not address the issue of agricultural overpumping Tuesday, but it did respond to Escobedo Garcia's concern that fines could create problems for low-income households.

Oppenheimer said the regulations aren't intended to create "an undue burden" for low-income individuals. He said that during the last drought local agencies largely handled water-waste complaints by notifying customers and offering assistance, instead of issuing fines.

While no data was presented on fines issued during the last drought, Oppenheimer said the few that were imposed were not "anywhere near the \$500 mark."

The state water board will be able to fine any water suppliers or cities for violations, he said, but will be looking to those local agencies "to take the lead on enforcing at the individual household level."

Board member Laurel Firestone said she was concerned about the lack of protections for water customers and the potential that low-income residents could face water shutoffs or tax liens on their homes.

"Inability to pay can have really significant consequences," Firestone said. "I would want to make sure that we as a board are not compounding that equity problem with our actions."

Other board members agreed, and the regulations were revised to address the concerns. An added provision in the final version says the water board would base any fines on a determination of the customer's ability to pay, would not result in a water shutoff or tax lien, and would consider a 12-month payment plan. The state water board also encouraged cities and water suppliers to take the same approach.

With those changes, the board voted unanimously to adopt the rules on wasting water.

"These are no-brainer actions. And we need to make sure that we're helping that message be heard across California," Firestone said. She said she hopes the measures will help push forward other efforts to develop long-term standards of water conservation and efficiency, and establish a "more appropriate and effective approach to emergency conservation."

The board adopted the rules after announcing that Californians reduced water usage 6.8% statewide in November compared to the same month the previous year. Gov. Gavin Newsom in July urged Californians to [voluntarily reduce water use 15%](#), but much of the state has lagged behind that goal.

People in the Bay Area reduced water use 20.2% in November, but other regions conserved less. Water use in the South Coast region of Southern California increased slightly in November.

After two of the driest years on record, the state's reservoirs remain at below-average levels. The wet and snowy December helped somewhat, but the state's water management officials are preparing for the possibility that the rest of the winter may not be nearly as wet.

"It looks like after we get through this weather system this week, things go dry, and the expectations are a drier than average January, February and March," State Climatologist Michael Anderson said. Much will depend on a high-pressure system building over the Pacific that's likely to push storms north into Oregon and Washington.

With the [state-declared drought emergency](#) still in effect, California's water officials said they hope the new rules will help underscore their conservation message. They pointed out that people can report a water waste complaint through the state website [SaveWater.ca.gov](#). The webform includes the type of water waste, a space for the address and a space to upload photos.

At the local level, some cities and water districts offer similar means of reporting water waste online.

As for enforcing the drought rules, Oppenheimer said cities and local water agencies have previously hired additional staff to follow up on complaints and help people comply with the restrictions. For example, he said, oftentimes people don't realize their sprinklers are overwatering and sending water running in the street. Letting them know is enough to fix the problem, he said.

The fines are an option for repeated or flagrant violations, Oppenheimer said, but "there's not going to be like a statewide force of water cops or anything like that."

Lake Tahoe sees over 17 feet of snow in December, crushing records

This record snow came after a year of extreme heat and drought.

By **Nicholas Kerr**

December 29, 2021, 12:41 PM

• 5 min read



Lake Tahoe sees record-breaking December snowfall

The Tahoe area has seen 210 inches of snow in December, according to the U.C. Berkeley Placer County Sheriff's Office via Reuters

Following a year of both extreme heat and [drought](#), Lake Tahoe has seen a record-breaking amount of [snow](#) this December, according to the U.C. Berkeley Central Sierra Snow Lab.

The Tahoe area has seen 212 inches of snow since the beginning of the month, the lab, based in Soda Springs, California, reported Wednesday. That makes this month the third snowiest on record and the snowiest December ever, per tracking from the lab that started in 1970.

If weather modeling holds up, it's possible December could also overtake the current No. 2 record holder, February 2019, which saw a whopping 221 inches of snow, Dr. Andrew Schwartz, who works at the lab, told ABC News.

According to [data from the lab](#), typically about 110 inches of snow will have fallen by Jan. 1 in a given water year, which begins on Oct. 1. But, so far, 2021 has already seen 264 inches of snowfall, putting the region at 258% of its average for this point in the year and breaking the 51-year-old October through December snowfall record of 260 inches set in 1970.



Caltrans District 3 via AFP via Getty

California recorded its second driest water year on record in 2021, according to a [report](#) from the state's Department of Water Resources. But there's hope that the abnormal amount of snow the Sierra has seen could help break the state's ongoing drought.

"The snowfall that we've received has given us an amazing start to the water year and developed a solid foundation for upcoming snow," Schwartz said, "but we still need average or above average snowfall in the upcoming months for it to impact the drought."

Schwartz added that the lab has recorded receiving 70% of its average annual snowfall already, "which is great because the remaining four months with snow only need to make up that remaining 30%."

He cautioned, however, that if those months end up being dry, then California could end up short of its average snowfall and there won't be any improvement in the drought at all.



K.C. Budd via Reuters

The Sierra snowpack typically holds about a third of California's water reservoirs, but several are still running lower than normal, even with the increased precipitation.

Data from the National Drought Mitigation Center at the University of Nebraska-Lincoln has shown [mild improvement](#) in California's drought, with 79% of the state in an extreme or exceptional drought as of Dec. 21, down from 88% three months ago.

"So, we're off to an incredibly promising and exciting start," Schwartz said, "but we need some cautious optimism going forward."

Editor's note: This story has been updated to correct the number of feet of snow.

ABC News' Hope Osemwenkhae and Daniel Manzo contributed to this report.



Early Winter Storms Provide Much-Needed Sierra Snowpack

Published: Dec 30, 2021

SACRAMENTO, Calif. – The Department of Water Resources (DWR) today conducted the first snow survey of the season at Phillips Station. Early winter storms this month provided a strong start to the season and some drought relief, but California remains in a drought.

Today's manual survey recorded 78.5 inches of snow depth and a snow water equivalent of 20 inches, which is 202 percent of average for this location on this date. The snow water equivalent measures the amount of water contained in the snowpack and is a key component of DWR's water supply forecast. Statewide the snowpack is 160 percent of average for this date.

"We could not have asked for a better December in terms of Sierra snow and rain," said DWR Director Karla Nemeth. "But Californians need to be aware that even these big storms may not refill our major reservoirs during the next few months. We need more storms and average temperatures this winter and spring, and we can't be sure it's coming. So, it's important that we continue to do our part to keep conserving – we will need that water this summer."

Californians only need to look to last winter and the state's disappointing snowpack runoff due to high temperatures, dry soil and evaporation as a reminder that changes to our climate mean it will take more than an average year to recover from drought.

"California continues to experience evidence of climate change with bigger swings between wet and dry years and even extreme variability within a season. A wet start to the year doesn't mean this year will end up above average once it's all said and done," said Sean de Guzman, Manager of DWR's Snow Surveys and Water Supply Forecasting Unit.

December is the first of the three typically wettest months of California's water year. Significant January and February precipitation would be required to generate enough runoff to make up for the previous two winters that were California's fifth- and second-driest water years on record.

California has experienced wet Decembers before only to have storms disappear for the remainder of the season. In 2013, the first snow survey provided promising results after a wet December, similar to this year. However, the following January and February were exceptionally dry, and the year ended as the driest on record, contributing to a record-breaking drought.

On average, the Sierra snowpack supplies about 30 percent of California's water needs and the snowpack is an important factor in determining how DWR manages the state's water resources. Its natural ability to store water is why the Sierra snowpack is often referred to as California's "frozen reservoir."

As spring sets in, the snowpack begins to melt. Water that is not absorbed into the ground, called "runoff," trickles into mountain streams, which feed rivers and eventually aqueducts and reservoirs, where it can be stored for use throughout the dry season. Climate change is affecting California's snowpack, as more precipitation falls as rain and less as snow. Excessively dry soils and dry, warm spring temperatures are also reducing yearly runoff.

Due to these climate-induced changes, DWR is investing in partnerships and implementing emerging and proven technologies to improve forecasts of precipitation, seasonal snowpack, and runoff to support more efficient water management now and to help estimate the impacts of climate change on future flood and drought conditions. Forecast improvements and monitoring enhancements increase the reliability of data used to inform water managers about flood risks, allowing opportunities to create more storage in reservoirs ahead of big storms while also ensuring water supply reliability in periods of dry or drought conditions.

DWR conducts five media-oriented snow surveys at Phillips Station each winter near the first of each month from January through April and, if necessary, May.

Additional Resources

- [Video of today's Phillips Station survey](#).
- [Digital photos](#) of today's Phillips Station survey
- [Snowpack readings](#) (View readings for [current regional snowpack](#) and [historical snowpack comparison](#))
- [CDEC precipitation data](#) (View current charts for the [Northern Sierra 8-station index](#) for updated rainfall readings in the critical northern portion of the state, as well as the San [Joaquin 5-station index](#) and [Tulare Basin 6-station index](#).)

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December 23, 2021

Death of teen reported at Lake Piru Thursday



The cause of a teen's death at Lake Piru Thursday afternoon wasn't immediately clear, authorities said.

At around 3:40 p.m., Ventura County fire and sheriff's personnel responded to the recreation area next to the lake in east Ventura County, where a person was reportedly not breathing.

More local news: [Details emerge about Ojai teen killed in wrong-way crash on Highway 101](#)

Despite life-saving efforts, the 19-year-old male died at the scene, said Ventura County Sheriff's Capt. Steve Jenkins. No immediate cause of death was known, he said, but the death was not considered suspicious and there was no indication of foul play.

Investigators found no sign of trauma and there were no known medical conditions, Jenkins said, although the incident may have been some type of medical event.

The Ventura County Medical Examiner's Office will determine the cause and manner of death, he said.

[State and feds release first captively produced Delta smelt into wild for the first time](#)

[Dan Bacher](#)

Saturday December 18, 2021 · 3:52 PM PST



Scientists at the University of California, Davis, Fish Conservation and Culture Laboratory work to prepare Delta smelt for experimental release in December 2021. Photo by Tien-Chieh Hung/UC Davis Fish Conservation and Culture Laboratory.

The U.S. Fish and Wildlife Service yesterday announced the experimental release of captively produced Delta smelt into the wild for the first time. The goal of the project is to “evaluate release strategies as part of broad efforts to secure and stabilize Delta smelt wild populations,” according to the service.

As I have written in article after article, the Delta smelt has declined due to several factors, including water exports from the Delta, toxics, declining water quality and invasive species, but none has a bigger impact than the export of massive amounts of water to corporate agribusiness

interests in the San Joaquin Valley. Here is the press release; I will write an in-depth article about it later:

Sacramento — This week, the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife (CDFW), along with the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation, experimentally released captive produced Delta smelt into the Sacramento-San Joaquin River Delta. This experimental project will help inform future supplementation of the species in the wild.

Once plentiful in the Delta ecosystem, this annual fish species is now a rare sight in monitoring surveys that provide data on fish abundance. After a recent sustained period of severe drought from 2014-2016 and limited water availability in California, the numbers of Delta smelt remaining in the wild plummeted to record lows. With drought conditions once again returning to California, the need to explore new management techniques for this species is urgent.

Recent studies led by DWR to gauge the survivorship of captive produced smelt in wild conditions helped to pave the way for these releases. The studies found that captive born and raised adult fish not only show very high survival rates when placed in enclosures in the Delta for a month, but that they are capable of growing and feeding in wild conditions as well.

“These preliminary studies have bolstered our confidence that Delta smelt born and raised in hatcheries can acclimate to wild conditions and support recovery of the species,” said Dean Messer, Division Manager for DWR’s Division of Integrated Science and Engineering. “By working with and leveraging resources from our federal and state partners, we are able to continue providing aid to native fish species during this drought.”

“Delta smelt are a critically imperiled species, so it’s crucial that we take action now because there are fewer and fewer smelt in the wild,” said CDFW Director Charlton H. Bonham. “It’s a dire situation and it’s exacerbated by the current drought we’re in. I’m grateful for the collaborative spirit of the partner agencies involved in this experimental release. It’s an important step forward in doing everything we can to save Delta smelt from extinction.”

This multi-agency project builds on the results from earlier enclosure research and takes the next step to explore methods for returning fish to the wild, which has not been attempted with Delta smelt. Biologists will use data gained from this project to assess how to effectively and safely release fish into the wild.

“I would like to thank the California Department of Fish and Wildlife, our other state and federal partners, and others who were instrumental in this project,” said Paul Souza, Regional Director for the U.S. Fish and Wildlife Service’s California-Great Basin Region. “Together, we can help recover and conserve this species for future generations.”

“Reclamation is proud to be part of this multi-agency partnership to help secure and stabilize Delta smelt populations through this coordinated program,” said Reclamation Regional Director Ernest Conant. “The experimental release will inform the planning for increased supplementation

being pursued as part of the conservation activities in Reclamation's 2020 Long-term Operation Plan of the Central Valley Project and State Water Project."

The purpose of this Delta smelt project is to benefit conservation of the species through studies of experimental release of captive produced fish into a portion of its current range. This is the first year of experimental release of Delta smelt with the goal of developing and testing logistics and protocols. The results will be used to determine how to improve survival of physically tagged, hatchery-origin Delta smelt after release into favorable locations in the Delta and fill critical knowledge gaps to increase the likelihood of success of potential future releases.

[Photos and videos](#) from this week's release can be viewed and downloaded from the Fish and Wildlife Service's California-Great Basin Region [Flickr page](#).

The mission of the Department of Water Resources is to sustainably manage the water resources of California, in cooperation with other agencies, to benefit the state's people and protect, restore, and enhance the natural and human environments. For more information, follow us on [Twitter](#) or [Facebook](#) and read our [news releases](#) and [DWR updates](#).

The mission of CDFW is to manage California's diverse fish, wildlife, and plant resources, and the habitats upon which they depend, for their ecological values and for their use and enjoyment by the public. CDFW is the State of California's trustee for fish and wildlife and administers and enforces the Fish and Game Code including sections of the California Endangered Species Act, fully protected species, lake and streambed alteration, water pollution, and other related natural resources issues.

The Bureau of Reclamation is a federal agency under the U.S. Department of the Interior and is the largest wholesale water supplier in the United States, and the nation's second largest producer of hydroelectric power. Our facilities also provide substantial flood control, recreation opportunities, and environmental benefits. Visit our website at <https://www.usbr.gov> and follow us on Twitter [@USBR](#); Facebook [@bureau.of.reclamation](#); LinkedIn [@Bureau of Reclamation](#); Instagram [@bureau_of_reclamation](#); and YouTube [@reclamation](#).

The U.S. Fish and Wildlife Service works with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. For more information about our work and the people who make it happen, visit <https://www.fws.gov/cno/> or connect with us via [Facebook](#), [Twitter](#), [YouTube](#), and [Flickr](#).

The Fillmore Gazette

Newspaper of Record for the City of Fillmore

Piru Christmas Parade and Festival

By Gazette Staff Writers — Thursday, December 16th, 2021



On Saturday, December 11th, Piru hosted their 43rd Annual Christmas Parade & Festival. There were over 20 entries, food trucks, local eateries, music and pictures with Santa. (Above) Mrs. Claus, Donna Perez, and reindeers Donner and Blitzen. Photo courtesy Lisa Crockatt.



(above & below) photos Courtesy PNC.





Courtesy Piru Neighborhood Council

The Piru 43rd Annual Christmas parade and festival drew most of the town out to celebrate this past Saturday. The VFW Color Guard led the procession of over 20 entry's included Parade floats, fire station 28, Ventura Sheriff Search and Rescue, and **United Water Piru Lake vehicle and rescue boat**, Fillmore High school band, local 4-H Club, Boys & Girls Club and multiple other entries. ROKK Plumbing float, The Grinch float, Ruiz Family float and the FHS Marching Band were the parade winners. Following the parade, music was provided by: Mariachi Los Rayos from Fillmore High, Piru River Band, Hard Water Band, and DJ Dan Ibarra. Food trucks and local eateries were on hand, as were multiple vendors featuring a myriad of crafts and other items. Phil's animals oversaw the arrival of Mrs. Santa Claus and a few of Santa's favorite reindeer who hung around so the children could have their pictures taken with them. The event was hosted by the Piru Neighborhood Council and several community volunteers. The afternoon included a Camoulus local history tent, Ventura County Library van, a corn hole tournament, toy give away by the Carnales Motorcycle Club, and more. The afternoon was well attended and this year's ever honored Michele McKinley in appreciation for her passion for our community, along with her continuous efforts to promote the rich history of Piru. The event received several local Business and personal donations to fund the event, most notably over \$2,500 that was donated by a few recent film productions.

DWR Offers \$350 Million in Financial Assistance for Groundwater Sustainability Projects

Published: Dec 17, 2021



Aaron Cuthbertson, DWR engineering geologist measures groundwater levels at designated monitoring wells in Yolo County on March 10, 20

SACRAMENTO, Calif. – As the California Department of Water Resources (DWR) continues to support local actions to protect groundwater resources over the long term, today it released the Final Guidelines and Proposal Solicitation Package for the [Sustainable Groundwater Management Grant Program](#). More than \$350 million in grants will be available for planning and implementation projects to help regional groundwater agencies comply with the Sustainable Groundwater Management Act (SGMA).

During an average year, groundwater contributes approximately 38 percent towards the state's total water supply. During dry years, with conditions similar to those experienced currently, groundwater contributes up to 46 percent of the statewide annual supply and serves as a critical buffer against the impacts of drought and climate change.

Projects that are eligible for funding through the program include revisions or updates to an existing groundwater sustainability plan or alternative to a groundwater sustainability plan, groundwater recharge projects, projects that prevent or clean up contamination of groundwater that serve as a source of drinking water, and projects that support water supply reliability.

“Through these investments, we will continue collaborating with our regional groundwater agencies to promote projects that provide multiple benefits while also improving groundwater supply and quality,” said Kris Tjernell, DWR Deputy Director of Integrated Watershed Management.

DWR will deliver the funding through a minimum of two rounds of solicitations. The first round will provide more than \$150 million by spring 2022 to regional groundwater sustainability agencies in critically overdrafted basins for planning and implementation projects to help comply with SGMA. The first round of awards is anticipated to be announced by spring 2022.

The second solicitation, which is expected to open in fall 2022, will provide more than \$200 million from the voter-approved Proposition 68, any future budget allocations, and any remaining funds from the first round, for planning and projects in medium and high priority groundwater basins to help comply with SGMA. Any remaining funds after the second round would be distributed through future funding solicitations.

In addition to these funding solicitations, DWR initiated the Underrepresented Community Technical Assistance Program in mid-2021 to help identify the needs, risks and vulnerabilities of these communities with respect to SGMA implementation. This work will conclude in mid-2022. In a complementary effort, DWR is reserving \$2 million in state funds to award to a technical assistance provider to address the needs, risks, and vulnerabilities of Underrepresented Communities as identified by the Technical Assistance Program. Of this amount, a minimum of \$1 million must be used for technical assistance. More information can be found within the Proposal Solicitation Package.

DWR is also currently administering other grant programs aimed at addressing the immediate and long-term water needs of the state. Applications are currently being accepted for the [Urban and Multibenefit Drought Relief Grant Program](#), which will provide funding for projects, including groundwater projects, with multiple benefits that address the immediate impacts of the current drought.

Additionally, DWR anticipates opening Round 2 of the [Proposition 1 Integrated Regional Water Management Grant Solicitation](#) in early 2022. Round 2 of this solicitation will provide funding for projects, including those that invest in groundwater sustainability, that help meet the state's long-term water needs by promoting climate resilience, incentivizing watershed-scale collaboration, and improving regional water self-reliance.

For more information about available funding and the Underrepresented Technical Assistance Program, visit [DWR's Sustainable Groundwater Management Grant Program page](#). Questions regarding the grant program can be submitted to SGWP@water.ca.gov and questions about available technical assistance can be submitted to sgw_ta@water.ca.gov.

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EPA Invites 39 New Projects to Apply for Water Infrastructure Loans

By Cristina Tuser
Dec 08, 2021

EPA's WIFIA program will provide selected borrowers with innovative financing tools to address pressing public health and environmental challenges



The U.S. EPA announced that 39 new projects are being invited to apply for Water Infrastructure Finance and Innovation Act (WIFIA) loans.

Four projects are being added to a waitlist as well. According to the EPA, as funds become available, \$6.7 billion in WIFIA loans will help finance over \$15 billion in water infrastructure projects to protect public health and water quality across 24 states.

“Far too many communities still face significant water challenges, making these transformative investments in water infrastructure so crucial,” said EPA Administrator Michael S. Regan in the EPA news release. “The WIFIA invited projects will deliver major benefits like the creation of good-paying jobs and the safeguarding of public health, especially in underserved and under-resourced communities. This program is a shining example of the public health and economic opportunities that will be achieved under President Biden’s Bipartisan Infrastructure Law.”

EPA's WIFIA program will provide selected borrowers with innovative financing tools to address pressing public health and environmental challenges in their communities. The WIFIA program is making \$1.2 billion in loans available to support infrastructure needs in historically underserved communities. 14 of these projects will help protect infrastructure from extreme

weather events driven by climate change, and 24 projects will focus on cybersecurity, green infrastructure, and water reuse as well, added EPA.

The WIFIA program will also expand the types of projects it supports, added EPA, stating that for the first time, entities in Connecticut, Delaware, and Hawaii can apply. Three small communities are selected for WIFIA loans totaling nearly \$62 million and seven projects submitted by private borrowers and public-private partnerships totaling over \$1.5 billion in WIFIA financing are included.

State agencies in Indiana and New Jersey may also apply for a total of \$472 million in WIFIA loans through EPA's state infrastructure financing authority WIFIA (SWIFIA) program.

EPA's SWIFIA loans are available exclusively to state infrastructure financing authority borrowers.

WIFIA Invited Projects:

- Baltimore City Department of Public Works (Maryland): \$36 million for the Water Infrastructure Advancement 2021 project.
- Charlotte Water (North Carolina): \$169 million for the Mallard Creek Sewer Basin Wastewater Collection and Treatment Improvements Program.
- City of Ashland (Oregon): \$36 million for a 7.0 Million Gallons per Day Water Treatment Plant.
- City of Bellingham (Washington): \$136 million for the Post Point Resource Recovery Plant Biosolids Project.
- City of Boise (Idaho): \$272 million for Water Renewal Services Capital Investments Projects.
- City of Chattanooga (Tennessee): \$186 million for Wastewater Compliance and Sustainability Projects.
- City of Cortland (New York): \$12 million for the Homer Avenue Gateway Project.
- City of Memphis (Tennessee): \$44 million for Stormwater Upgrades.
- City of Oregon City (Oregon): \$12 million for Water Rehabilitation, Resiliency and Improvement Projects.
- City of Philadelphia (Pennsylvania): \$260 million for the Water Department 2021 project.
- City of Port Washington (Wisconsin): \$12 million for the Water Treatment Plant Improvement Project.
- City of Santa Cruz (California): \$164 million for the Santa Cruz Water Program.
- City of Westminster (Colorado): \$130 million for the Water2025 project.
- City of Wichita (Kansas): \$181 million for the Wastewater Reclamation Facilities Biological Nutrient Removal Improvements Project.
- County of Hawaii (Hawaii): \$24 million for Hawaii Wastewater Treatment Upgrades.
- EPCOR Foothills Water Project Inc. (Oregon): \$76 million for the Lake Oswego Wastewater Treatment Replacement Project.
- Fishers Island Water Works Corporation (New York): \$14 million for Water System Improvements.

- Gainesville Regional Utilities (Florida): \$14 million for the Sanitary Sewer Replacement and Improvement Project.
- Helix Water District (California): \$16 million for the Drinking Water Reliability Project.
- King County (Washington): \$287 million Master Agreement.
- Marin Municipal Water District (California): \$11 million for Marin Water.
- Metropolitan St. Louis Sewer District (MSD) (Montana): \$278 million for MSD Project Clear - Deer Creek Watershed / Lemay Service Area System Improvements.
- Metro Water Services (Tennessee): \$186 million for the Process Advancements at Omohundro and K.R. Harrington Water Treatment Plants Project.
- Narragansett Bay Commission (R.I.): \$28 million for Field's Point Resiliency Improvements.
- New Castle County (Delaware): \$32 million for the Christina River Force Main Rehabilitation Project.
- Project 7 Water Authority (Colorado): \$39 million for the Ridgway Water Treatment Plant.
- Rialto Water Service LLC (California): \$68 million for Microgrid and System Improvements.
- San Francisco Public Utilities Commission (California): \$618 million for Wastewater Capital Plan Resilience Projects.
- Santa Clara Valley Water District (California): \$575 million for the Pacheco Reservoir Expansion Project.
- Santa Clara Valley Water District (California): \$80 million for the Safe, Clean Water and Natural Flood Protection Program.
- Santa Margarita Water District (California): \$22 million for Recycled Water Conversion.
- Sharyland Water Supply Corporation (Texas): \$14 million for Sharyland Water Supply Corporation Water System Infrastructure Improvements.
- South Central Connecticut Regional Water Authority (Connecticut): \$20 million for Lake Whitney Dam and Spillway Improvements.
- Tualatin Valley Water District (Oregon): \$16 million for the Water System Upgrades Program.
- United Water Conservation District (California): \$52 million for the Santa Felicia Safety Improvement Project.
- Upper Santa Ana River Watershed Infrastructure Financing Authority (California): \$177 million for the Watershed Connect project.
- Village of New Lenox (Illinois): \$70 million for Phase 1 Improvements projects.

Waitlist Projects:

- American Infrastructure Holdings (South Dakota): \$20 million for the Sioux City Biosolids to Fertilizer Project.
- Lake Restoration Solutions, LLC (Utah): \$893 million for the Utah Lake Restoration Project.
- Northern Water (Colorado): \$464 million for the Northern Integrated Supply Project - Glade Reservoir Complex.
- Southland Water Agency (Illinois): \$479 million for the Southland Water Agency Infrastructure System.



Camarillo doubles potable water supply with new desalination plant

Dec. 7, 2021

The new reverse osmosis facility in this Calif. city will save water customers an estimated \$43 million over the next 20 years.

Photo courtesy Brown and Caldwell.



The city of Camarillo, Calif. has announced the start-up and commissioning of its North Pleasant Valley (NPV) Groundwater Desalter Plant, moving the city closer to a more self-reliant potable water future.

For nearly two decades, groundwater quality in the northern portion of the Pleasant Valley Groundwater Basin in Ventura County continuously declined, due primarily to the infiltration of poor-quality surface water. These challenges compelled the city to reduce groundwater pumping and increase the blending of imported water with Wells A and B, two of Camarillo's largest wells.

Thus, imported water made up 60 percent of Camarillo's water supply. Local groundwater accounted for the remaining 40 percent.

The new desalination plant doubles water supply production from local groundwater sources, reducing the dependence on imported water and saving customers an estimated \$43 million over the next 20 years.

Under construction since the fall of 2019, the \$66.3 million project is an immediate water supply solution with local and regional benefits.

“This once-in-a-generation project creates an affordable, drought-resistant potable water supply while serving an estimated 43,000 people within the City’s water service area,” said City’s Director of Public Works Dave Klotzle. “By removing salts from the Pleasant Valley Groundwater Basin and reducing basin degradation, the project helps preserve this natural resource in the region.”

Designed by Brown and Caldwell and constructed by W.M. Lyles Co., the initial phase of the desalination plant can treat 4,500 acre-feet per year (AFY) of salty groundwater from the Calleguas Creek watershed. Treatment will yield up to 3,800 AFY of high-quality drinking water using greensand filtration and reverse osmosis (RO) technologies.

The greensand filters will remove naturally occurring iron and manganese. The RO water purification process uses a semi-permeable membrane to filter out unwanted, dissolved molecules, contaminants, and other parameters like chlorine and salt from drinking water. RO cleans water down to a molecular level, leaving only pure H₂O behind.

The projected 11 million tons of salt removed from the watershed annually will be sent to the Pacific Ocean via an existing ocean outfall, helping state, federal, and local stakeholders meet regulations to protect the watershed’s long-term health. Furthermore, reducing water imports will enhance the Bay-Delta ecosystem through reduced diversions and increase habitat for endangered species.

New infrastructure associated with the desalter project includes nine monitoring wells at three locations, connection to Calleguas Municipal Water District’s Salinity Management Pipeline, and conveyance pipelines to connect the refurbished Wells A and B to the treatment site and transport treated water to the City’s system.

Forming the design project team, Separation Processes Inc. brought leading RO design, and Platt/Whitelaw Architects provided sustainable facility architectural design and energy efficiency expertise.

“This is a landmark moment for Camarillo’s long-term water future,” said Brown and Caldwell Project Manager Andrew Lazenby. “We applaud the City’s visionary approach to reclaiming and reusing groundwater and doing so in a way that is both cost-effective for customers and beneficial to the environment.”

The NPV Groundwater Desalter Plant has been configured to include educational elements, including tours, informational signage, and learning opportunities for students and the public.