

**AGENDA**  
**Ojai Basin Groundwater Management Agency**

**Meeting August 29, 2019**

**Meeting 5:00 pm**

Council Chambers, Ojai City Hall

401 South Ventura Street, Ojai, CA 93023

**Phone:** (805) 640-1207 **Web site:** [obgma.com](http://obgma.com)

**Email address:** [obgma@aol.com](mailto:obgma@aol.com)

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 640-1207. (Govt. Code Section 5454.1 and 54954.2 (a)).

Those wishing to address the Agency Board on Agenda items are requested to complete a "Speaker's Card" and file it with the Agency Secretary prior to the start of the meeting. Cards are available in the lobby. All comments should be limited to three minutes unless the Board President grants additional time.

**August 29, 2019**

**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. DIRECTOR ANNOUNCEMENTS/REPORTS/COMMENTS**

- Mutuals:
- Ojai Water Conservation District:
- City of Ojai:
- Casitas Municipal Water District – Lake Level
- Community Facilities District - CMWD Ojai Service Area:

**4. GENERAL MANAGER COMMENTS**

**5. BASIN STATUS REPORTS**

- Current Status of Basin: Input, Output and Storage

**6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

The board will receive comments from the public at this time. Other than for emergency items, no action can be taken during this period. Matters raised at this time may be briefly discussed by the board and will generally be referred to staff and/or placed on a subsequent agenda.

**7. CONSENT ITEMS:** Directors may pull an item off of consent items for discussion and act

- a. **Approve Minutes from June 27 and July 25, 2019**

**8. ACTION ITEMS:**

- a. **Treasurer's Report for July 2019, Budget Spreadsheet and Extraction Charges by Period**

Board to Review and Approve

- b. **Well Permit Application - Greta Maritz Trust**

Board to review and approve

- c. **Well Permit Application - 1563 Home Acres, LLC**

Board to review and approve

- d. **Well Permit Application - Brian Osborne**

Board to review and approve

- e. **Kear Groundwater Contract**

Board to review and approve

**9. Discussion Items**

- a. **Draft Budget 2019/2020**

Update/Discussion

- b. **Conjunctive Use Planning**

Update/Discussion

- c. **Financial Controls Policy**

Board to review and provide feedback to staff

- d. **Groundwater Sustainability Plan Task Outline**

Board to review and discuss

- e. **City of Ventura Amended Cross Complaint – Ventura River**

Update/Discussion

## **10. INFORMATIONAL ITEMS**

- a. Final Alternative Response letter sent to DWR**

**11. ADJOURNMENT:** Next regular board meeting is September 26, 2019, at 5pm at Council Chamber, Ojai City Hall, 401 South Ventura Street, Ojai, CA 93023

## CMWD Ojai Service Area Report

5/18/2018	
<b>San Antonio #4</b>	
Static	186.05'
Dynamic	308.10'
Average Flow	175 gpm
<b>Mutual #6</b>	
Static	161.48'
Dynamic	Off Line
Average Flow	

6/1/2018	
<b>San Antonio #4</b>	
Static	197.88'
Dynamic	331.0'
Average Flow	192 gpm
<b>Mutual #6</b>	
Static	150.2'
Dynamic	Off Line
Average Flow	

7/9/2018	
<b>San Antonio #4</b>	
Static	173.12'
Dynamic	306.00'
Average Flow	197 gpm
<b>Mutual #6</b>	
Static	163.78'
Dynamic	184.60'
Average Flow	253 gpm

8/7/2018	
<b>San Antonio #4</b>	
Static	174.80'
Dynamic	359.78'
Average Flow	194 gpm
<b>Mutual #6</b>	
Static	168.22'
Dynamic	180.73'
Average Flow	287 gpm

9/6/2018	
<b>San Antonio #4</b>	
Static	176.0'
Dynamic	320.3'
Average Flow	192 gpm
<b>Mutual #6</b>	
Static	167.3'
Dynamic	186.7'
Average Flow	233 gpm

10/22/2018	
<b>San Antonio #4</b>	
Static	
Dynamic	333.0'
Average Flow	133 gpm
<b>Mutual #6</b>	
Static	
Dynamic	198.0'
Average Flow	222 gpm

11/9/2018	
<b>Mutual #4</b>	
Static	167.3'
Dynamic	181.4'
Average Flow	55 gpm
<b>Mutual #6</b>	
Static	184.8'
Dynamic	376.6'
Average Flow	219 gpm

11/9/2018	
<b>San Antonio #3</b>	
Static	180.6'
Dynamic	383.8'
Average Flow	190 gpm
<b>Gorham Well</b>	
Static	140.1'
Dynamic	360.0'
Average Flow	219 gpm

12/7/2018	
<b>Gorham</b>	
Static	155.5'
Dynamic	354.2'
Average Flow	260 gpm
<b>Mutual #6</b>	
Static	163.4'
Dynamic	354.6'
Average Flow	262 gpm

1/4/2019	
<b>Gorham</b>	
Static	161.4'
Dynamic	351.9'
Average Flow	279 gpm
<b>Mutual #6</b>	
Static	167.8'
Dynamic	355.7'
Average Flow	268 gpm

2/4/2019	
<b>Gorham</b>	
Static	132'
Dynamic	Off Line
Average Flow	
<b>Mutual #6</b>	
Static	136'
Dynamic	311'
Average Flow	327 gpm

3/4/2019	
<b>Gorham</b>	
Static	110.6'
Dynamic	Off Line
Average Flow	
<b>Mutual #6</b>	
Static	109.5'
Dynamic	265.6'
Average Flow	374 gpm

4/11/2019	
<b>Mutual #4</b>	
Static	90'
Dynamic	105'
Average Flow	60 gmp
<b>San Antonio #3</b>	
Static	96'
Dynamic	314'
Average Flow	311 gpm

5/15/2019	
<b>San Antonio #3</b>	
Static	106.6'
Dynamic	332'
Average Flow	289 gpm
<b>Mutual #6</b>	
Static	108'
Dynamic	282.2'
Average Flow	353 gpm

6/7/2019	
<b>San Antonio #3</b>	
Static	113.6"
Dynamic	343.2'
Average Flow	269 gpm
<b>Mutual #6</b>	
Static	109.2'
Dynamic	247.5"
Average Flow	334 gpm

7/8/2019	
<b>Gorham</b>	
Static	89.6"
Dynamic	282.6"
Average Flow	382 gpm
<b>Mutual #6</b>	
Static	100.5"
Dynamic	261.4"
Average Flow	324 gpm

8/5/2019	
<b>Gorham</b>	
Static	106.2'
Dynamic	389'
Average Flow	389 gpm
<b>Mutual #6</b>	
Static	114.6"
Dynamic	282.2"
Average Flow	304 gpm

Meeting Date: August 29, 2019  
 To: Board of Directors  
 From: Cece VanDerMeer  
 Subject: Minutes of the Regular Board Meeting of June 27, 2019

The Regular Meeting June 27, 2019 of the Ojai Basin Groundwater Management Agency was called to order at 5:00 PM in the Council Chambers, Ojai City Hall, 401 S. Ventura Street, Ojai, CA 93023.

**Attendees were:** Board Members: Russ Baggerly, Johnny Johnston, Jim Finch, Richard Hajas and Peter Theilke. General Manager John Mundy and Secretary/Treasurer Cece VanDerMeer.

Also in attendance: Jordan Kear, Consultant and Peter Candy; Attorney

1. **Call to Order and Roll Call:** Vice President Baggerly called the meeting to order at 5:00 pm
2. **Pledge of Allegiance:** Led by Baggerly.
3. **Director Announcements/Reports/Comments:**  
 Mutuals: Thielke reported that the Senior Canyon well is pumping at 800 to 1000 GPM

Ojai Water Conservation District: No report

City of Ojai:

Johnston stated that the City of Ojai adopted their budget. Johnston reported that the City of Ojai hired a new City Manager, James Vega.

Casitas Lake Level:

Baggerly from Casitas Municipal Water District (CMWD) reported that the Lake was at 44.6% and had 106,194 acre feet in storage with elevation of 505.5 above sea level.

Community Facilities District Report for May 15, 2019 was:

San Antonio #3	Mutual #6
Static level - 106.6'	Static level - 108'
Dynamic - 332'	Dynamic - 282.2'
Average Flow - 289 gpm	Average Flow - 353 gpm

Community Facilities District Report for June 7, 2019 was:

San Antonio #3	Mutual #6
Static level - 113.6'	Static level - 109.2'
Dynamic - 343.2'	Dynamic - 247.5'
Average Flow - 269 gpm	Average Flow - 334 gpm

4. **GENERAL MANAGER COMMENTS:** John Mundy reported he received an email from Craig Altare, GSP Review Section Chief.
5. **BASIN STATUS REPORTS:**  
Current Status of Basin Input, Output and Storage:  
Jordan Kear provided a current updated graph that the Key Well is 118.9' depth to water.
6. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA:**  
None
7. **CONSENT ITEMS:**
  - a. **Approve minutes from April 25, 2019:** Johnston motioned to approve the April 25, 2019 meeting minutes. Seconded by Finch. On a roll call vote the minutes were approved unanimously.
8. **ACTION ITEMS:**
  - a. **Treasurer's Report for April and May 2019, Budget Spreadsheet and Extraction Charges by Period:** Finch motioned to approve the Treasurer's Report for April and May 2019, the budget spreadsheet and extraction charges by period. Seconded by Hajas. On a roll call vote the Treasurer's Report for April and May 2019, budget spreadsheet and extraction charges by period were approved unanimously.
  - b. **Budget Process:**  
Baggerly suggested a Budget Ad Hoc Committee to structure a new budget format. The Budget Ad Hoc Committee will be Hajas, Johnston and Mundy and will meet on August 19, 2019 at 10am.
  - c. **Conjunctive Use Planning:**  
The Board received a proposed effort to support conjunctive use planning from Kear Groundwater. Hajas motioned to approve the proposal from Kear Groundwater. Seconded by Johnston. On a roll call vote the proposal was approved unanimously.  
The Conjunctive Use Planning Ad Hoc Committee; Hajas, Finch, Mundy and Kear have been meeting regularly discussing the Conjunctive Use Agreement regarding safe yield, the impact on the Basin and CMWD and community input.
  - d. **Groundwater Sustainability Plan Grant Proposal Solicitation:**  
Pulled from Agenda

9. **DISCUSSION ITEMS:**

**a. Groundwater Management Plan Objectives:** Hajas stated that the Conjunctive Use Planning will address the Groundwater Management Plan Objectives.

**b. Conjunctive Use Agreement:**  
Discussed in Agenda Item 8c.

**c. Draft Audit:** The Board discussed the Independent Auditors Report. Hajas explained that the Agency cannot comply with internal control and made a suggestion to set up a policy to comply.

**d. City of Ventura Amended Cross Complaint – Ventura River:**  
Baggerly stated that there are ongoing mediation meetings and the discussions are confidential. Baggerly mentioned that the Agency is not a part of the lawsuit.

10. **INFORMATIONAL ITEMS:** No items

11. **ADJOURN** -- The meeting was adjourned at 5:51 pm. The next regular scheduled meeting will be July 25, 2019 at 5:00 p.m. in the Council Chamber in Ojai City Hall, 401 S. Ventura Street, Ojai.

Meeting Date: August 29, 2019  
To: Board of Directors  
From: Cece VanDerMeer  
Subject: Minutes of the Regular Board Meeting of July 25, 2019

The Regular Meeting July 25, 2019 of the Ojai Basin Groundwater Management Agency was called to order at 5:00 PM in the Council Chambers, Ojai City Hall, 401 S. Ventura Street, Ojai, CA 93023.

**Attendees were:** Board Members: Russ Baggerly, Johnny Johnston, Jim Finch, Richard Hajas. Peter Thielke was absent. General Manager John Mundy and Secretary/Treasurer Cece VanDerMeer.

Also in attendance: Jordan Kear, Consultant.

1. **Call to Order and Roll Call:** Vice President Baggerly called the meeting to order at 5:00 pm
2. **Pledge of Allegiance:** Led by Baggerly.
3. **Director Announcements/Reports/Comments:**
  - Mutuals: Absent - No report
  - Ojai Water Conservation District: No report
  - City of Ojai: No report
  - Casitas Lake Level:  
Baggerly from Casitas Municipal Water District (CMWD) reported that the Lake was at 44% and had 105,369 acre feet in storage with elevation of 505' above sea level.
  - Community Facilities District Report: No report this period
4. **GENERAL MANAGER COMMENTS:** John Mundy reported he has been working on the budget, conjunctive use and the response to the Department of Water Resources Alternative Demonstration.
5. **BASIN STATUS REPORTS:**
  - Current Status of Basin Input, Output and Storage:  
Jordan Kear provided a report on the Basin Status stating that the loggers in the Topa Topa and the Lagomarsino wells are not functioning. Kear reported that the Spreading Ground well was 163.71' depth to water.
6. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA:**  
None



7. **CONSENT ITEMS:**

a. **Approve minutes from June 27, 2019:** Moved to August 29, 2019 Board Meeting.

8. **ACTION ITEMS:**

a. **Treasurer's Report for June 2019, Budget Spreadsheet and Extraction Charges by Period:** Johnston motioned to approve the Treasurer's Report for June 2019, the budget spreadsheet and extraction charges by period. Seconded by Finch. On a roll call vote the Treasurer's Report for June 2019, budget spreadsheet and extraction charges by period were approved unanimously.

b. **Final Audit:**

Finch moved to approve the 2016/2017 Final Audit. Seconded by Hajas. With modification to the Internal Control. On a roll call vote the 2016/2017 Final Audit was approved unanimously.

c. **Sustainability Groundwater Management Act - Alternative Response:**

Mundy reported that the Agency had thirty days to respond and the Department of Water Resources has 60 days to review the Agency's response. An Ad Hoc committee was formed: Baggerly, Finch, Kear and Mundy.

William Weirick commented on pursuing the Sustainable Groundwater Plan.

William Ulrich commented on the Sustainable Groundwater Plan.

d. **Well Permit Application:**

The Board considered the Well Permit for Brian A. Osborne and requested Kear to research the location and bring the Well Permit to the next meeting.

e. **Ojai Day:**

The Board approved attending Ojai Day on October 19, 2019.

9. **DISCUSSION ITEMS:**

**a. Draft Budget 2019/2020:** Mundy reported that he was working on a Financial Control Policy.

**b. Conjunctive Use Planning:**

Hajas stated that the Ad Hoc Committee still collecting information.

**c. City of Ventura Amended Cross Complaint - Ventura River:**

No update.

**10. INFORMATIONAL ITEMS:** No items

**11. ADJOURN --** The meeting was adjourned at 6:22 pm. The next regular scheduled meeting will be August 29, 2019 at 5:00 p.m. in the Council Chamber in Ojai City Hall, 401 S. Ventura Street, Ojai.

7a

Meeting Date: August 29, 2019  
To: Board of Directors  
From: Cece VanDerMeer, Agency Treasurer  
Subject: Disbursement Register for July 2019

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<u>Check No.</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
On line	Capital One	Postage/Printing/Office	346.39
On line	IRS	Fed P/R Taxes 2 <sup>nd</sup> Qtr 941	1,553.90
On line	IRS	Fed P/R Taxes 2 <sup>nd</sup> Qtr 940	10.73
On line	EDD	St P/R Taxes 2 <sup>nd</sup> Qtr	172.65
By phone	AT&T	Telephone & Internet	101.71
3124	417 Bryant Circle	8/2019 Rent	800.00
3125	Cece Vandermeer	Medical Reimbursement	150.00
3126	Hollister & Brace,Att	7/19 Services	1,787.50
3127	JMundy Consulting	3/19-7/19 Services	3,007.38
3128	Cece Vandermeer	Wages 7/19	2,345.82
3129	Kear Groundwater	6/19 Services	2,250.00
JULY TOTAL PAID			\$ 12,526.08

Meeting Date: August 29, 2019  
To: Board of Directors  
From: Cece VanDerMeer, Agency Treasurer  
Subject: Treasurer's Report for period July 2019

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	Checking-Sierra Bank	\$ 1,099.15
	Savings-Sierra Bank	109,837.93
Ending Balance	June, 2019	\$110,937.08

JULY 2019 ACTIVITY:

Revenues:

Recordation Fees	470.00
Extraction Charges	24,018.47
Well Head Fee	6,305.00
Interest on past due Extraction Fees	12.71
Interest on Savings account	-0-

Total Revenues: \$ 30,806.18

Expenditures:

Payroll Taxes 2 <sup>nd</sup> Qtr	1,737.28
Postage, Office supplies, Printing	346.39
Telephone/Internet	101.71
Office Rent 8/19	800.00
Hollister & Brace, Attorney	1,787.50
JMundy Consulting	3,007.38
Kear Groundwater	2,250.00
Cece VanDerMeer (Medical Reimb)	150.00
Cece VanDerMeer Sec/Treas (net)	2,345.82

TOTAL JULY PAID \$ 12,526.08

Checking-OCB	\$ 9,379.25
Savings-OCB	119,837.93

Ending Balance July 2019 \$ 129,217.18

Budget Actuals  
2018/2019

	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	March 19	April 19	May 19	June 19	July 19	YTD TL	18/19 Bgt
1 Bank Balance	77,548.43	101,483.84	108,684.41	107,123.73	125,396.38	124,876.15	116,099.50	124,143.60	117,224.06	110,937.08		
2 Check	788.95	24,724.36	11,924.93	10,342.46	13,615.11	13,094.88	4,291.53	12,335.63	5,418.09	1,099.15		
3 Savings-OCB	76,759.48	76,759.48	96,759.48	96,781.27	111,781.27	111,781.27	111,807.97	111,807.91	111,807.97	110,937.08		
4 Receipts:	50.00										50.00	
5 Receipts/Misc	631.11	616.71	490.67	515.30	545.83	490.48	603.00	715.24	449.75		5,058.09	6,300.00
6 Recordation Fee	565.00	185.00	45.00	560.00	145.00	65.00	470.00	175.00	60.00	470.00	2,740.00	2,600.00
7 WellHead Fee	7,735.00	2,470.00	910.00	7,475.00	1,950.00	910.00	6,435.00	2,275.00	910.00	6,305.00	37,375.00	38,000.00
8 Extraction Charges	25,605.84	10,233.96	2,772.50	17,001.66	4,365.07	820.52	7,696.41	1,464.43	298.00	24,018.47	94,276.86	112,500.00
9 Interest	18.77	151.92	55.50	15.52	2.50	90.83	0.62	66.40	61.21	12.71	475.98	1,000.00
10 Total Receipts	34,605.72	13,657.59	4,273.67	25,567.48	7,008.40	2,376.83	15,205.03	4,696.07	1,778.96	30,806.18	139,975.93	160,400.00
11 Expenses:												
12 Liability Insurance	2,085.00										2,085.00	2,100.00
13 Worker's Comp							260.80	259.04			519.84	500.00
14 Payroll/Labor	3,971.37	1,778.81	2,383.43	3,753.29	1,949.44	2,442.53	3,919.64	1,952.33	1,794.73	4,083.10	28,028.67	31,000.00
15 Medical Reimb	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,500.00	3,000.00
16 Office:												
17 Rent	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	8,000.00	9,600.00
18 Telephone	98.85	76.40	99.61	99.98	99.98	99.98	99.51	99.51	99.51	101.71	975.04	1,700.00
19 Utilities												0.00
20 Supplies	154.99	190.40	39.99	125.69	109.22	290.03	514.99	14.99	86.98	228.40	1,755.68	3,200.00
21 Postage	179.57	15.99	65.99	65.99	65.99	65.99	115.99	17.99	17.99	117.99	729.48	1,200.00
22 Equipment Purchased												2,500.00
23 Bank Charges												
24 Professional Fees:												
25 Audits												
26 Basin Model												7,000.00
27 Web Site Maint			262.50		194.00						456.50	1,000.00
28 Data Base												1,500.00
29 Legal Services	980.53		2,032.83		1,625.00	2,031.25	1,300.00	4,793.75	1,711.73	1,787.50	16,262.59	25,000.00
30 GMP												15,000.00
31 Annual Report												2,000.00
32 Hydrogeologist	2,250.00	1,530.00		1,620.00	2,535.00	3,842.44		3,528.00	3,405.00	2,250.00	20,960.44	15,000.00
33 Professional Fees		615.42		679.88		1431.26				3007.38	5,733.94	5,000.00
34 Training & Memberships												1,000.00
35 Ventura Coalition												525.00
36 IRWMP/VRWPD		1,300.00									1,300.00	1,600.00
37 Total Expenses	10,670.31	6,457.02	5,834.35	7,294.83	7,528.63	11,153.48	7,160.93	11,615.61	8,065.94	12,526.08	88,307.18	129,425.00
38 End Bank Balance	101,483.84	108,684.41	107,123.73	125,396.38	124,876.15	116,099.50	124,143.60	117,224.06	110,937.08	129,217.18		
39 Checking-OCB	24,724.36	11,924.93	10,342.46	13,615.11	13,094.88	4,291.53	12,335.63	5,416.09	1,099.15	9,379.25		
40 Savings-OCB	76,759.48	96,759.48	96,781.27	111,781.27	111,781.27	111,807.97	111,807.97	111,807.97	109,837.93	119,873.90		

**OBGMA EXTRACTION CHARGES BY PERIOD**

**2016/2017 Water Year**

October/November/December 2016 (2017/1)		(\$15/acre foot)
2017/1	Acres	Charges
Agriculture	262.89	\$4,237.80
Dom/land	70.44	\$1,214.96
Municipal/indus	31.5	\$372.00
GSWC	200.4	\$3,005.50
<b>Totals</b>	<b>665.23</b>	<b>\$8,829.96</b>

January/February/March 2017 (2017/2)		(\$15/acre foot)
2017/2	Acres	Charges
Agriculture	142.86	\$2,387.11
Dom/land	44.8	\$880.75
Municipal/indus	6.6	\$121.50
GSWC	213	\$3,195.00
<b>Totals</b>	<b>407.26</b>	<b>\$6,584.36</b>

April/May/June 2017 (2017/3)		(\$15/acre foot)
2017/3	Acres	Charges
Agriculture	679.18	\$10,362.53
Dom/land	141.46	\$2,230.60
Municipal/indus	13.6	\$218.64
CMWD	416.6	\$6,248.00
<b>Totals</b>	<b>1250.84</b>	<b>\$19,059.77</b>

July/August/September 2017 (2017/4)		(\$25/acre foot)
2017/4	Acres	Charges
Agriculture	768.79	\$19,090.17
Dom/land	381.7	\$3,107.38
Municipal/indus	3.57	\$89.25
CMWD	448.6	\$11,215.00
<b>Totals</b>	<b>1602.66</b>	<b>\$33,501.80</b>

<b>Total for water year 10/1/16 - 9/30/17:</b>	<b>Acres</b>	<b>Charges</b>	<b>Recordation</b>	<b>Total Rec'd</b>
	3825.99	\$67,966.89	\$2,805.00	\$70,771.89

**2017/2018 Water Year**

October/November/December 2017 (2018/1)		(\$25/acre foot)
2018/1	Acres	Charges
Agriculture	733.88	\$18,585.59
Dom/land	139.43	\$3,785.03
Municipal/indus	23.89	\$597.25
CMWD	412.10	\$10,302.50
<b>Totals</b>	<b>1309.30</b>	<b>\$33,270.37</b>

January/February/March 2018 (2018/2)		(\$25/acre foot)
2018/2	Acres	Charges
Agriculture	312.58	\$8,008.83
Dom/land	52.67	\$1,478.22
Municipal/indus	8.66	\$216.50
CMWD	322.50	\$8,062.50
<b>Totals</b>	<b>696.41</b>	<b>\$17,766.05</b>

April/May/June 2018 (2018/3)		(\$25/acre foot)
2018/3	Acres	Charges
Agriculture	631.42	\$15,728.58
Dom/land	114.16	\$2,998.74
Municipal/indus	10.85	\$276.25
CMWD	372.10	\$9,302.50
<b>Totals</b>	<b>1128.53</b>	<b>\$28,306.07</b>

July/August/September 2018 (2018/4)		(\$25/acre foot)
2018/3	Acres	Charges
Agriculture	887.71	\$20,808.98
Dom/land	112.38	\$2,753.97
Municipal/indus	18.15	\$453.75
CMWD	382.50	\$9,062.50
<b>Totals</b>	<b>1380.74</b>	<b>\$33,079.20</b>

<b>Total for water YTD 10/1/17 - 9/30/18</b>	<b>Acres</b>	<b>Charges</b>	<b>Well Head Fee</b>	<b>Recordation Fee</b>	<b>Total Rec'd</b>
	4514.98	\$112,429.89	\$38,415.00	\$2,705.00	\$158,064.67

**OBSGMA EXTRACTION CHARGES BY PERIOD**

**2018/2019 Water Year**

October/November/December 2018 (2019/1)				(\$25/acre foot)	
2019/1	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	511.70	\$12,697.97			
Dom/Land	40.19	\$1,106.38			
Muni/Indus	16.30	\$407.50			
CMWD	320.70	\$8,017.50			
<b>Totals</b>	<b>888.89</b>	<b>\$22,229.35</b>	<b>\$9,165.00</b>	<b>\$690.00</b>	<b>\$32,973.24</b>

January/February/March 2019 (2019/2)				(\$25/acre foot)	
2019/1	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	89.62	\$2,592.05			
Dom/Land	35.06	\$782.33			
Muni/Indus	1.01	\$37.50			
CMWD	236.40	\$5,910.00			
<b>Totals</b>	<b>362.09</b>	<b>\$9,321.88</b>	<b>\$9,230.00</b>	<b>\$665.00</b>	<b>\$19,216.88</b>

April/May/June 2019 (2019/3)				(\$25/acre foot)	
2019/1	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	588.95	\$14,190.23			
Dom/Land	167.98	\$2,712.55			
Muni/Indus	11.39	\$284.76			
CMWD	410.90	\$10,272.50			
<b>Totals</b>	<b>1179.22</b>	<b>\$27,460.04</b>	<b>\$6,305.00</b>	<b>\$470.00</b>	<b>\$34,235.04</b>



# OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY  
428 Bryant Circle, Suite 100, Ojai CA 93023  
P.O. Box 1779, Ojai, CA 93024  
www.obgma.com

## WATER WELL PERMIT APPLICATION (NO-FEE REQUIRED)

### GENERAL INFORMATION

Ojai Basin Groundwater Management Agency (OBGMA) requires all groundwater extraction facilities within the boundaries of the Agency to be registered with the Agency. All new extraction facilities constructed within the Agency Boundary shall obtain a **no-fee permit** from the Agency prior to the issuance of a Well Permit by the Ventura County Watershed Protection District. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the boundaries of the Agency unless that facility is registered with the Agency, metered and permitted and all extractions reported to the Agency as required.

**All wells are now required to have a meter installed. (OBGMA Ordinance # 8)**

Copies of this ordinance and other pertinent information on the OBGMA can be obtained by visiting our website: [www.obgma.com](http://www.obgma.com) or by calling (805)640-1207.

### INSTRUCTIONS

(Fill in the requested information and provide a map as described under item D.)

A. OWNERSHIP

*Wade Lewis*

Owner's Name: Greta Maritz Trust  
Operator's Name (if different from Owner): \_\_\_\_\_  
Mailing Address: C/O RWC, PO BOX 1025, Santa Paula Ca 93061  
Phone No(s): 805-525-6400 Fax No: \_\_\_\_\_ Cell No: 805-402-0533  
Email: Wade L. RWC@gmail.com APN: 024-0-047-015

B. TYPE OF USE

If use of water is for irrigation, check box at step 1 and describe proposed crops and acreage. If water is for domestic, municipal, industrial or uses, check the appropriate box at step 2 and complete. If a monitoring well go to step 2.

Step 1.  Irrigation

List types of crops and corresponding acreage that will be irrigated:

<u>Crop Type</u>

<u>Acreage</u>

TYPE OF IRRIGATION

---

---



Step 2. Domestic  Municipal  Industrial  Monitoring

List number of people and /or number of housing units served. If industrial use is proposed please describe.

**C. PROPOSED EXTRACTION**

Anticipated annual pumping in acre-feet per year (AF/yr): 0.9 AC-ft  
Drilling contractors name: Hanson Please notify OBGMA on drillers mobilization  
Please note that the OBGMA staff may visit the site.

**D. LOCATION OF PROPOSED USE**

Please attach a map by using one of the following: Map Quest, Google Maps, Thomas Guide or Assessor Parcel Map.

Accurately plot and outline the location(s) of proposed groundwater use. Show location of proposed water well. Give dimensions of area(s) to be irrigated. Indicate crop type for each area. For M & I or other uses, show location of water distribution system, type of water and location of structures to be served. Attach the map to this application. (No permit applications will be approved without an adequate attached map)

See attached map. 200' x 200' = 1 AC-ft  
Pasture grass

**E. APPLICANT'S SIGNATURE AND DATE**

Sign, date and submit this application to the Ojai Basin Groundwater Management Agency, P.O. Box 1779, Ojai CA 93024.

Applicant's signature: W/E Lewis as agent for trustee Date 7/24/19

**DISPOSITION OF OBGMA APPLICATION**  
(For office use only)

- Approved
  - Approved with conditions
  - Denied
- State well number \_\_\_\_\_  
GMA permit number \_\_\_\_\_  
County permit number \_\_\_\_\_

**Owner will provide a copy of the well completion report within 30 days to OGBMA**

Conditions/Reasons for Denial: \_\_\_\_\_

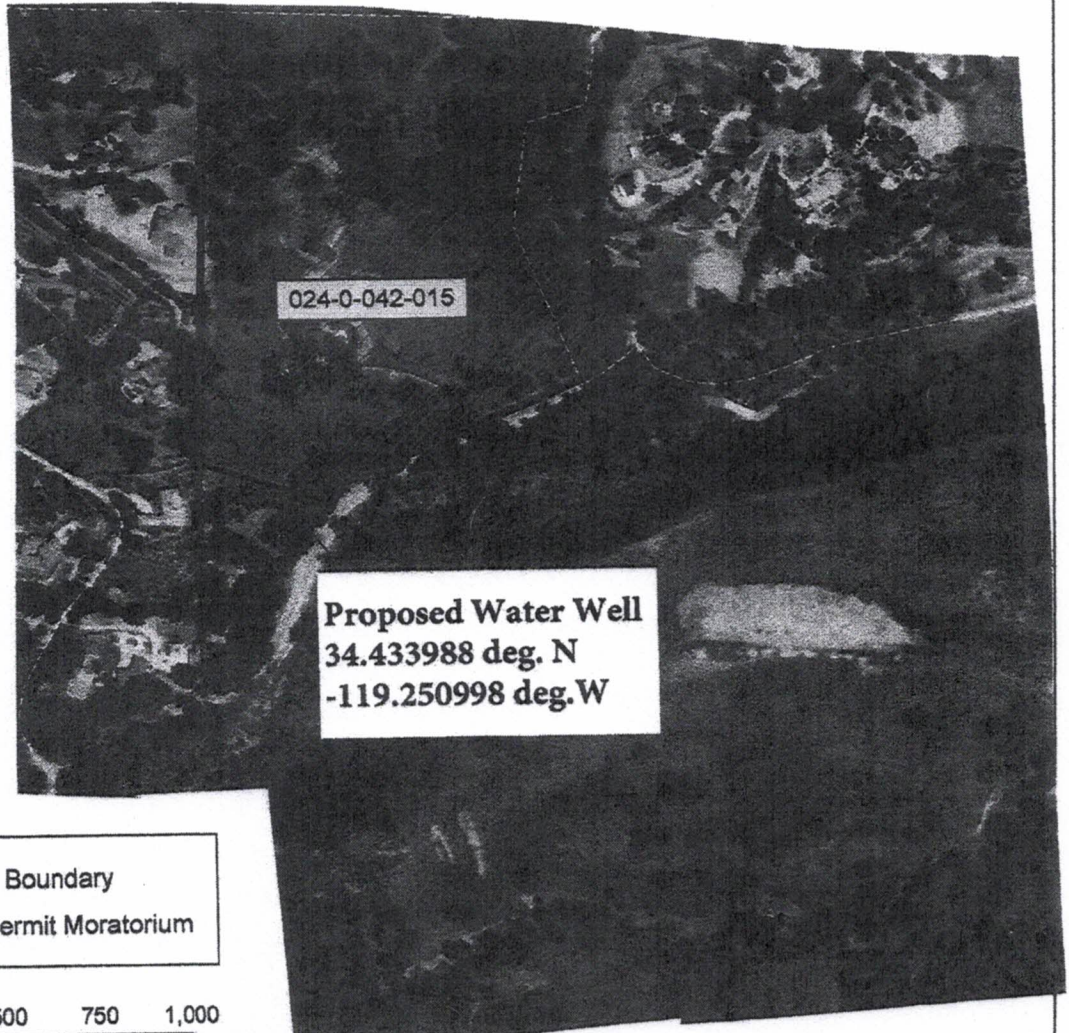
By: \_\_\_\_\_  
This application is a permit when signed by the OBGMA Executive Officer or his/her designated appointee.  
Cece VanDerMeer, Executive Secretary Date \_\_\_\_\_



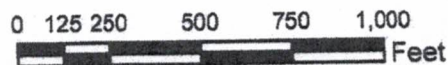
County of Ventura  
**APPLICATION FOR WELL PERMIT**  
 800 South Victoria Avenue; Ventura, CA 93009-1610

**Well Location Map / Site Plan:** Indicate exact location of proposed well, showing existing wells, water courses, roads, property lines, septic tanks and leach fields, sanitary, industrial, and storm sewers, barnyard and stable areas, feedlots, and solid waste disposal sites. Setbacks from potential sources of contamination shall comply with the California Department of Water Resources *California Well Standards Bulletin 74-90* available at the below website address:  
[http://www.water.ca.gov/groundwater/well\\_info\\_and\\_other/california\\_well\\_standards/well\\_standards\\_content.html](http://www.water.ca.gov/groundwater/well_info_and_other/california_well_standards/well_standards_content.html)

Map should be drawn to scale or show distances of the above items from the proposed well. Map extent should be a minimum radius of 500 feet from the proposed well.



	Parcel Boundary
	Well Permit Moratorium



Thomas Brothers Guide Page No. & Grid \_\_\_\_\_

APN 024-0-042-015

8c



# OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY  
428 Bryant Circle, Suite 100, Ojai CA 93023  
P.O. Box 1779, Ojai, CA 93024  
www.obgma.com

## WATER WELL PERMIT APPLICATION (NO-FEE REQUIRED)

### GENERAL INFORMATION

Ojai Basin Groundwater Management Agency (OBGMA) requires all groundwater extraction facilities within the boundaries of the Agency to be registered with the Agency. All new extraction facilities constructed within the Agency Boundary shall obtain a **no-fee permit** from the Agency prior to the issuance of a Well Permit by the Ventura County Watershed Protection District. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the boundaries of the Agency unless that facility is registered with the Agency, metered and permitted and all extractions reported to the Agency as required.

**All wells are now required to have a meter installed. (OBGMA Ordinance # 8)**

Copies of this ordinance and other pertinent information on the OBGMA can be obtained by visiting our website: [www.obgma.com](http://www.obgma.com) or by calling (805)640-1207.

### INSTRUCTIONS

(Fill in the requested information and provide a map as described under item D.)

#### A. OWNERSHIP

Owner's Name: 1563 Home Acres, LLC 1563 Gridley Rd.  
Operator's Name (if different from Owner): \_\_\_\_\_  
Mailing Address: 8 Shoreline Dr. Newport Coast, CA 92657  
Phone No(s): 949-533-5362 Fax No: \_\_\_\_\_ Cell No: 949-735-1416  
Email: ken@dartbrook.com APN: \_\_\_\_\_

#### B. TYPE OF USE

If use of water is for irrigation, check box at step 1 and describe proposed crops and acreage. If water is for domestic, municipal, industrial or uses, check the appropriate box at step 2 and complete. If a monitoring well go to step 2.

Step 1.  Irrigation  
List types of crops and corresponding acreage that will be irrigated:

<u>Crop Type</u>	<u>Acreage</u>
<u>CITRUS</u>	<u>18 ACRES of TREES</u>

#### TYPE OF IRRIGATION

DRIP & MICROSPRINKLER

Step 2. Domestic  Municipal  Industrial  Monitoring

List number of people and /or number of housing units served. If industrial use is proposed please describe.

TWO DWELLING UNITS, MAIN HOUSE & GUEST HOUSE

C. **PROPOSED EXTRACTION**

Anticipated annual pumping in acre-feet per year (AF/yr): order of magnitude 10 AF/yr

Drilling contractors name: HANSEN WELL SERVICE Please notify OBGMA on drillers mobilization  
Please note that the OBGMA staff may visit the site.

D. **LOCATION OF PROPOSED USE**

Please attach a map by using one of the following: Map Quest, Google Maps, Thomas Guide or Assessor Parcel Map.

Accurately plot and outline the location(s) of proposed groundwater use. Show location of proposed water well. Give dimensions of area(s) to be irrigated. Indicate crop type for each area. For M & I or other uses, show location of water distribution system, type of water and location of structures to be served. Attach the map to this application. (No permit applications will be approved without an adequate attached map)

Close on property

E. **APPLICANT'S SIGNATURE AND DATE**

Sign, date and submit this application to the Ojai Basin Groundwater Management Agency, P.O. Box 1779, Ojai CA 93024.

Applicant's signature: \_\_\_\_\_

Date \_\_\_\_\_

**DISPOSITION OF OBGMA APPLICATION**

(For office use only)

- Approved
- Approved with conditions
- Denied

State well number \_\_\_\_\_  
GMA permit number \_\_\_\_\_  
County permit number \_\_\_\_\_

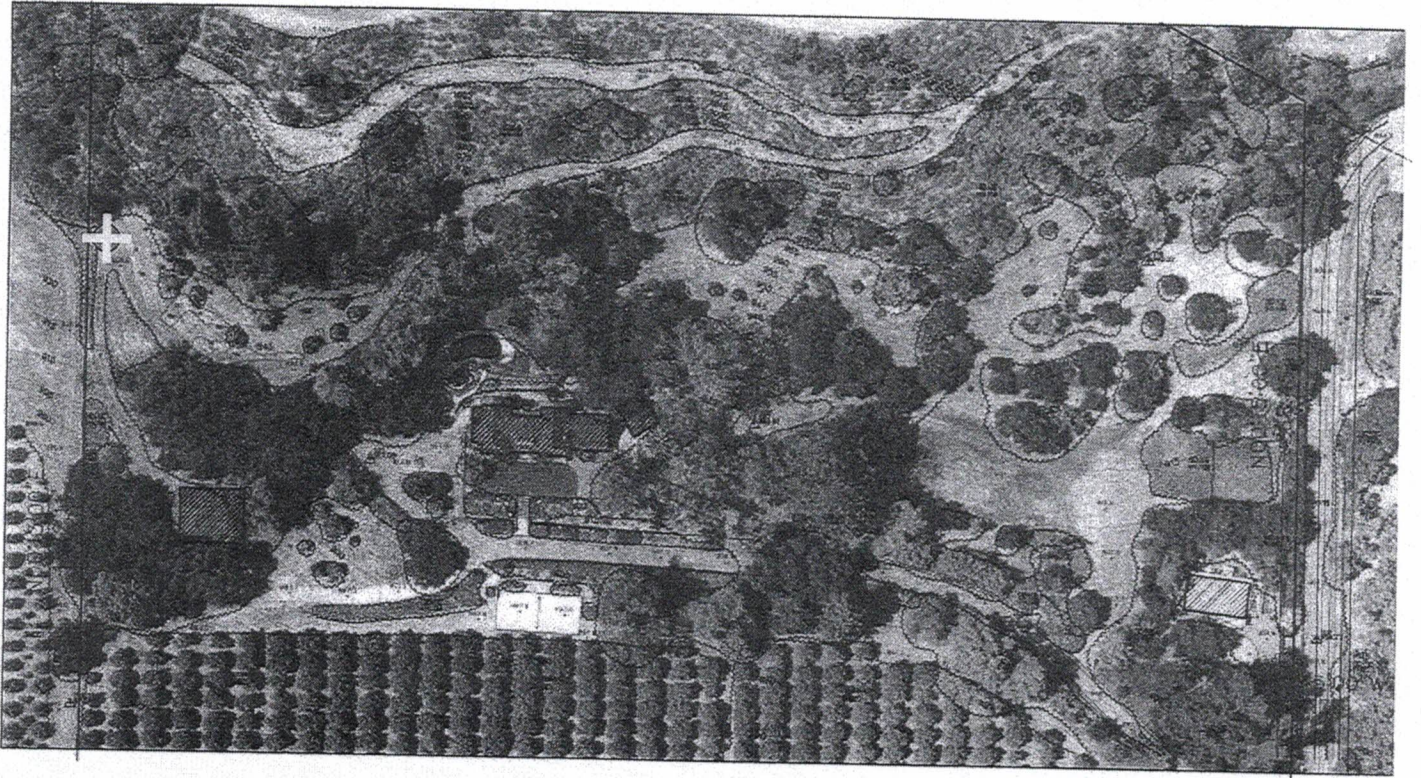
Owner will provide a copy of the well completion report within 30 days to OGBMA

Conditions/Reasons for Denial: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
This application is a permit when signed by the OBGMA Executive Officer or his/her designated appointee.

Cece VanDerMeer, Executive Secretary

Date \_\_\_\_\_





# OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

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8d

19.3 Acre

## WATER WELL PERMIT APPLICATION (NO-FEE REQUIRED)

### GENERAL INFORMATION

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All wells are now required to have a meter installed. (OBGMA Ordinance # 8)

Copies of this ordinance and other pertinent information on the OBGMA can be obtained by visiting our website: [www.obgma.com](http://www.obgma.com) or by calling (805)640-1207.

### INSTRUCTIONS

(Fill in the requested information and provide a map as described under item D.)

#### A. OWNERSHIP

Owner's Name: Brian A. Osborne  
Operator's Name (if different from Owner): \_\_\_\_\_  
Mailing Address: 674 County Square Drive, Suite 310 Ventura, CA 93003  
Phone No(s): (805) 642-9283 Fax No: (805) 642-7054 Cell No: (805) 320-0067  
Email: osborneb@sbcglobal.net APN: 014-0-050-010

#### B. TYPE OF USE

If use of water is for irrigation, check box at step 1 and describe proposed crops and acreage. If water is for domestic, municipal, industrial or uses, check the appropriate box at step 2 and complete. If a monitoring well go to step 2.

Step 1.  Irrigation

List types of crops and corresponding acreage that will be irrigated:

<u>Crop Type</u>

<u>Acreage</u>

#### TYPE OF IRRIGATION

Step 2. Domestic  Municipal  Industrial  Monitoring

List number of people and /or number of housing units served. If industrial use is proposed please describe.

Proposed construction of single family house. 3-4 people.

C. PROPOSED EXTRACTION

Anticipated annual pumping in acre-feet per year (AF/yr): Less than 1 acre foot per year.

Drilling contractors name: \_\_\_\_\_ Please notify OBGMA on drillers mobilization

Please note that the OBGMA staff may visit the site.

D. LOCATION OF PROPOSED USE


Please attach a map by using one of the following: Map Quest, Google Maps, Thomas Guide or Assessor Parcel Map.

Accurately plot and outline the location(s) of proposed groundwater use. Show location of proposed water well. Give dimensions of area(s) to be irrigated. Indicate crop type for each area. For M & I or other uses, show location of water distribution system, type of water and location of structures to be served. Attach the map to this application. *(No permit applications will be approved without an adequate attached map)*

Please see attached map(s). No crop irrigation.

E. APPLICANT'S SIGNATURE AND DATE

Sign, date and submit this application to the Ojai Basin Groundwater Management Agency, P.O. Box 1779, Ojai CA 93024.

Applicant's signature:  Date 7.10.2019

**DISPOSITION OF OBGMA APPLICATION**

(For office use only)

- Approved
- Approved with conditions
- Denied

State well number \_\_\_\_\_  
GMA permit number \_\_\_\_\_  
County permit number \_\_\_\_\_

Conditions/Reasons for Denial: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
This application is a permit when signed by the OBGMA Executive Officer or his/her designated appointee.  
Cece VanDerMeer, Executive Secretary \_\_\_\_\_ Date \_\_\_\_\_

## SUMMARY OF EXHIBITS

### EXHIBIT A- MAP. NO.1

This is an assessor's map generally reflecting where the proposed well will be located.

### EXHIBIT B -MAP NO. 2

These are three aerial maps. The location of the proposed well on the first two pages is marked with a red X. The third page has the proposed well indicated with a blue ink X.

### EXHIBIT C -GRANT DEED REFLECTING WATER WELL EASEMENT

Should there be any concerns about our right to place the well on the eastern boundary of APN 014-0-050-025, we have enclosed a copy of the grant deed with the water well easement language highlighted in yellow.

### EXHIBIT D - UNATTACHED - MAP NO. 3

This aerial photography map was used as an exhibit in trial and we kindly ask that you disregard the green, pink, red and orange magic marker lines. The yellow magic marker line represents the eastern boundary of Parcel 014-0-050-025 over which we have a 30 foot water well and drilling easement on the eastern boundary. We have marked with a black X the intended location of the well. That well will serve our parcel, APN 014-0-050-010.



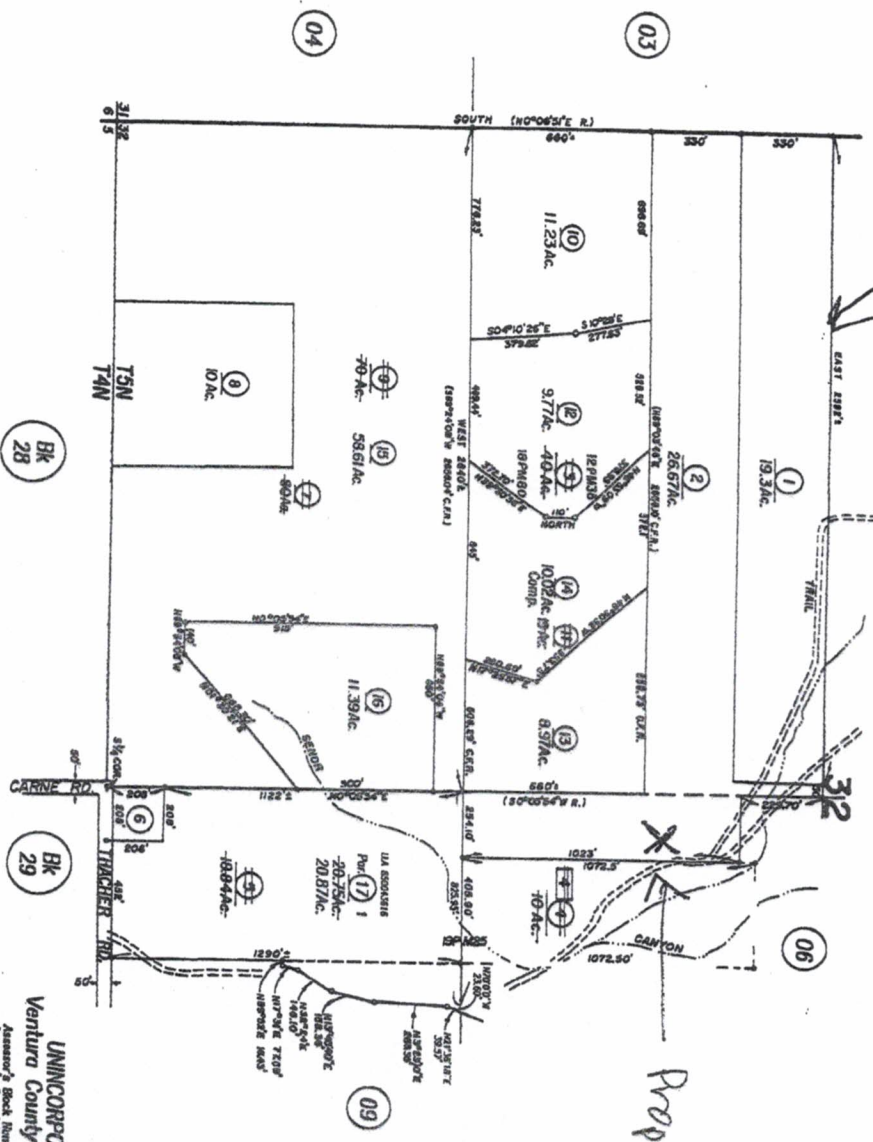
PORTION SECTION 32, T.5N, R.22W.

Tax Rate Area  
70051  
~~70052~~  
70119

14-05

*Our Property*

*Proposed Well*



NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE  
DO NOT REPRESENT CURRENT LOCAL LOT  
OR CITY AND COUNTY PARCELS UNLESS SO  
PLAINED OTHERWISE TO VISIT.

DRAWN	REVISED	5-20-2004
REVISION	CHANGED	
MADE	PLATTED	ERRATA
	PERMITS	08-15, 08-16, 08-17, 02-10
Compiled by Ventura County Assessor's Office		

UNINCORPORATED AREA  
Ventura County Assessor's Map.  
Assessor's Block Numbers Shown in Green.  
Assessor's Parcel Numbers Shown in Yellow.  
Assessor's Lot Numbers Shown in Blue.

Rail-Year 05-06		BK 014 . PG. 05		REVISION LOG		
DATE	REFERENCE DOC.	Code	EXPLANATION	VOID A.P.N.(s)	RESIDUAL A.P.N.(s)	NEW A.P.N.(s)
7/25/2004			CORRECT BOUNDARY PAR 17			

★ Please note: An updated contract is expected to be provided to you via email on Monday, August 26, 2019

8e



August 20, 2010

Jerry Conrow  
Ojai Basin Groundwater Management Agency  
PO Box 1779  
Ojai, California 93023

Greetings Jerry:

Below I have outlined three primary tasks that comprise potential services associated with technical support and administrative liaison on behalf of the OBGMA. As we have discussed during our telephone conversations and meetings, I would work as an as-needed and as-directed independent consultant to the OBGMA. Importantly, my services under this contract are separate from any outside consulting I may conduct under separate contract with the OBGMA, other consultants, or private or public well owners in the Ojai Basin. Please call me with any questions.

I truly appreciate the opportunity to continue working with the OBGMA.

### SCOPE OF SERVICES

**Task 1** is to prepare for and attend meetings of various groups, including the Watersheds Coalition of Ventura County and Ventura River Watershed Council. My proposed tasks on behalf of the OBGMA are to note specific items which are of interest or specifically involve the OBGMA. As directed, I would address the coalition or council or other group to update the forum on the activities of the OBGMA.

**Task 2** is reporting to the OBGMA at monthly board meetings to apprise the OBGMA of actions, meeting minutes, agendas, schedules, etc., of various agencies/coalitions/councils of interest. I propose to prepare an agenda item for each monthly meeting and address the board with updates of the activities of groups whose meetings I have attended over the preceding month, including conference or convention attendance. Also, a schedule of forthcoming outside meetings will be prepared and presented to the board for direction of attendance.

**Task 3** is to provide as needed hydrogeologic support to the OBGMA in support of its operations, including interface with stakeholders, well owners, investigations of groundwater levels, geology, stream flow, well production, basin storage status, or water quality.

Importantly, the interface portion of this task is intended to provide general, publicly-available information only. No recommendations of hydrogeologic nature will be

JORDAN LEIGH NAEVE KEAR, P.G., C.H.G.

P.O. BOX 2601 • SANTA BARBARA, CALIFORNIA • 93120 TELEPHONE: (805) 512-1516 JORDAN@KEARGROUNDWATER.COM  
CALIFORNIA REGISTERED PROFESSIONAL GEOLOGIST N. 6960 CALIFORNIA CERTIFIED HYDROGEOLOGIST N. 749



provided to well owners on behalf of the OBGMA. However, such consulting services are or may be separately contracted with stakeholders. My work for the OBGMA is disclosed to prospective clients within the OBGMA jurisdiction and assignments with an unacceptable conflict of interest will not be engaged. Additionally, consulting service outside of this agreement may be conducted for the OBGMA under separate authorization.

ESTIMATED FEE FOR SERVICE IS AS FOLLOWS:

Monthly cost estimate:

Task 1: \$400

Task 2: \$200

Task 3: \$600

Monthly total: \$1,200

One thousand two hundred dollars exactly, per month, based on an hourly rate of \$100/hour. Each month it is assumed two hours per outside agency meeting (two monthly meetings assumed) and two hours in preparation and presentation per OBGMA Meeting. Six hours are assumed for technical support, expenses included in above estimated costs.

Best Regards,

A handwritten signature in black ink, appearing to read 'Jordan Kear', with a long horizontal flourish extending to the right.

Jordan Kear  
California Certified Hydrogeologist No. 749  
(805) 512-1516

JORDAN LEIGH NAEVE KEAR, P.G., C.H.G.

P.O. BOX 2601 • SANTA BARBARA, CALIFORNIA • 93120 TELEPHONE: (805) 512-1516 [JORDAN@KHARGROUNDWATER.COM](mailto:JORDAN@KHARGROUNDWATER.COM)  
CALIFORNIA REGISTERED PROFESSIONAL GEOLOGIST N. 6960 CALIFORNIA CERTIFIED HYDROGEOLOGIST N. 749

**AGREEMENT TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES**

Project Name OBGMA Administrative and Technical Liaison  
Project Location Ojai, California

**CLIENT CONTACT INFORMATION**

Client Name Ojai Basin Groundwater Management Agency  
Mailing Address PO Box 1779  
City/State/Zip Ojai, California 93024  
Client Contact Cece Vandermeer Phone (805)640-1207 Email obgma@aol.com

**SCOPE OF SERVICES**

As in attached letter

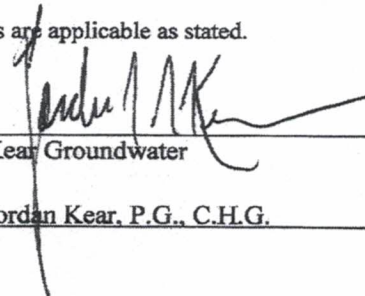
**FEE FOR SERVICE IS AS FOLLOWS:**

Time & expense  
at a standard rate of \$100/hour Estimated monthly total: \$ 1,200  
Mileage and expenses included. Written amount: One thousand two hundred dollars exactly

Standard Provisions attached are inclusive; the terms and conditions are applicable as stated.

CLIENT \_\_\_\_\_ Date \_\_\_\_\_

Client: Name & Title (Please Print) \_\_\_\_\_

  
Kear Groundwater \_\_\_\_\_ Date 30 August 2010  
Jordan Kear, P.G., C.H.G. \_\_\_\_\_

THE CLIENT AND CONSULTANT AGREE THAT THE FOLLOWING PROVISIONS SHALL BE A PART OF THE AGREEMENT.

1. Neither the Client nor Consultant (Kear Groundwater, KG) shall assign his interest in this agreement without the written consent of the other.
2. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate, or delays caused by failure of Client or Client's agent to furnish information, or to approve or disapprove Consultant's work promptly, or due to late or slow or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of happening of any such cause of delay, the time of completion shall be extended accordingly.
3. KG shall perform its services consistent with that level of care and skill ordinarily exercised by members of the environmental engineering and consulting profession practicing under similar conditions at the same time and locality as the Services were performed. KG neither makes, nor offers, nor shall KG be liable to Client for any express or implied warranties with respect to the performance of Services. Estimates of cost, approvals, recommendations, opinions and decisions by KG are made on the basis of KG's experience, qualifications, and professional judgment and are not guaranteed.
4. In the event that any changes are made in the scope, plans or specifications of the work by the Client or persons other than the Consultant which affects the Consultant's work, any and all liability arising out of such change(s) is waived by Client against the Consultant, and the Client assumes full responsibility for such change(s), unless Client has given Consultant prior notice and has received, from Consultant, written acknowledgment for such changes.
5. The Consultant is not responsible, and liability is waived by Client against the Consultant, for use by Client, or any other person, of any reports, plans or drawings for purposes other than those for which such documents were expressly prepared by the Consultant.
6. All original documents as instruments of service are and shall remain property of the Consultant except where by law or precedent these documents become public property. Services provided within this agreement are for the exclusive use of the Client. Client may keep original documents as agreed to. Client agrees to not use the documents for any other purpose than set forth in the scope of work or deliverable requirements page 1 of this document, without written permission by the Consultant.
7. The Owner and Client recognize that the Consultant's fee includes allowances for funding a variety of risks which affect the Consultant by virtue of his or her agreeing to perform services on the Client's behalf. One of these risks stems from the Consultant's potential for human error. In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner and Client agree to limit the Consultant's liability to the Client, or any other party, arising from the Consultant's professional acts, errors, or

omissions, such that the total aggregate liability of the Consultant to all those named and shall not exceed \$25,000.00 or the Consultant's total fee rendered on the project, whichever is greater.

8. Fees and other charges will be billed promptly as the work is completed or on a monthly basis and the net amount shall be due and paid by Client within thirty (30) days of the date of Consultant's invoice.
9. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due to the Consultant shall include a charge at the rate 1.5% per month from said thirtieth day and, in addition, the Consultant may, after giving seven days written notice to the Client, suspend services under this agreement until he has been paid, in full, all amounts due to him for services and expenses. Client shall pay all collection costs for accounts unpaid for greater than ninety (90) days.
10. This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination and all reimbursable expenses incurred to date. The agreement will automatically terminate after the work is completed.
11. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils Consultant's fees, soils testing or laboratory fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproduction costs, and all other charges not specifically covered by the terms of this agreement.
12. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
13. Should litigation be necessary to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party by the defeated party.
14. The Consultant shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, any subcontractors, any of their agents or employees, or any other persons performing any of the Work.
15. KG has performed an internal search for potential organizational conflicts of interest based upon the names of the parties and potential parties to this matter that have been provided by Client. Based on that search we have disclosed all known or potential conflicts of interest that could influence or appear to influence the judgment or the quality of the services of KG. While KG has concluded that no undisclosed or ethical conflict of interest exists in this matter, KG of course cannot make a legal determination. We cannot provide any warranty or guarantee that a court would not conclude that a conflict exists if such an issue was brought forward by an opposing party. In the event that an opposing party seeks to disqualify KG, KG will work with Client under the terms of this agreement to oppose the motion to disqualify. Costs associated with opposing such a motion will be the responsibility of the Client. In the event of a ruling by the Court to disqualify, Client may exercise its right to terminate this agreement and Client agrees to compensate KG for all work completed prior to

the disqualification and any additional works necessary for project close out.

16. THE CLIENT'S RESPONSIBILITIES
  - a. The Client shall, with reasonable promptness, provide all available information regarding the requirements for the Project.
  - b. The Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The client, or such authorized representative, shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's services.
  - c. If the Consultant deems it necessary for His Part of the Project, the Owner shall furnish, with reasonable promptness, a certified land survey and legal description of the site giving, as applicable, grades and line of streets, alleys, pavements and adjoining property: right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours or the site; locations, dimensions and complete data pertaining to existing buildings, other improvements; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.
  - d. If the Consultant deems it necessary for the Project, the Client shall furnish, with reasonable promptness, the services of any licensed and registered professional. Client shall furnish, or cause to be furnished, to Consultant, all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous waste located at, or under the site. In addition, the Client will furnish, or cause to be furnished, such other information on surface and subsurface site conditions required by Consultant for proper performance of its services. Consultant shall be entitled to rely on Client-provided documents and information in performing the services required under this agreement; however, Consultant assumes no responsibility of liability for their accuracy or completeness. Client-provided documents will remain the property of the Client.

#### 17. MEDIATION:

- a. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s). No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this Agreement and signed by the Client, the Consultant and any other person sought to be joined. Any consent to mediation involving an additional person or person shall not constitute consent to mediation of any dispute not described therein.
- b. Notice of the demand for mediation may be filed in writing with the other party of the agreement and with the American Mediation Association. The demand may be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- c. If mediation fails, arbitration shall be held in accordance with California arbitration practices.

#### 18. INSURANCE

- a. The Client and the Consultant shall each effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission,

or negligent act for which they are legally liable. The Client and the Consultant shall each maintain the insurance in force, if affordable, is available, and providing it is available at rates reasonably comparable to that which we are paying now, after the completion of professional services under this Agreement for one year.

b. Unless otherwise agreed, the Client and the Consultant shall each effect and maintain insurance to protect themselves from claims under workers or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

19. INDEMNIFICATIONS:

The Client and Consultant shall indemnify and hold harmless each other and all of their personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services or actions of each other, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission by the Client or Consultant, anyone directly or indirectly employed by either party or anyone for whose acts any of them may be liable.

19. There are no understandings, or agreements except as herein expressly stated.  
APPROVED BY

CLIENT: \_\_\_\_\_

DATE: \_\_\_\_\_

9a

**OBGMA Board Meeting August 29, 2019**

**TO:** Board of Directors

**FROM:** John Mundy, General Manager - *JRM*

**Subject:** Draft Budget Fiscal Year 2019/2020

Herein presented is the draft Ojai Basin Groundwater Management Agency Budget for Fiscal beginning October 1, 2019. This draft has been presented to the Ad Hoc Budget Committee of the Board of Directors and reflects their feedback during this process. This document is being presented for review and feedback from the entire Board at this meeting with the expectation of adoption at your September 2019 Regular Meeting.

This draft budget primarily reflects funding to cover base operating cost of the agency. This includes administrative, clerical, secretarial, office support and support activities to the Board of Directors. Continued funding is included for Basin monitoring activities and legal support as well. Further, funding has been included to cover the cost of an audit for Fiscal Years ending 2018 and 2019.

The draft budget does not contemplate any significant expenditures for the Fiscal Year. However, as the Agency has become recently aware there will need to be an effort to begin working on a sustainability plan. No funding has been included in this draft budget due to the unknown support that will be needed for this task. It is expected as we better understand the tasks and support required staff will return to the Board with estimates of cost for each task in meeting the January 2022 compliance date.

9a

Acct#	OBGMA Draft Budget FY 2019/2020	2018/2019 Budget	2018/2019 Est. Budget Actuals	2018/2019 C.O.S. Estimate (1)	2019/2020 C.O.S. Estimate (1)	2019/2020 Draft Budget	Notes/Comments
	<b>Labor</b>						
	Payroll/Labor	31,000.00	33,226.00	33,292.80	33,958.66	35,000.00	Secretary/Clerical Labor Cost
	Liability Insurance	2,100.00	2,085.00	2,121.80	2,185.45	2,200.00	Secretary/Clerical Labor Payroll Cost
	Worker's Comp	500.00	520.00	520.00	520.00	600.00	Secretary/Clerical Labor Payroll Cost
	Medical Reimbursement	3,000.00	1,800.00	3,819.24	3,933.82	4,000.00	Secretary/Clerical Labor Payroll Cost
	<b>Total Labor Cost:</b>	<b>36,600.00</b>	<b>37,631.00</b>	<b>39,753.84</b>	<b>40,597.93</b>	<b>41,800.00</b>	
	<b>Office Expenses</b>						
	Rent	9,600.00	9,600.00	5,228.01	5,228.01	9,600.00	2019/2020 - No cost share with UVRB GSA
	Telephone	1,700.00	1,200.00	1,530.15	1,545.45	1,500.00	Office Telephone
	Utilities	0.00	0.00	104.04	106.12	0.00	Included with Lease Payment
	Supplies	3,200.00	2,200.00	3,535.00	3,570.35	2,500.00	Office Supplies
	Postage	1,200.00	1,000.00	1,200.00	1,200.00	1,200.00	Postage for Statement and Outreach Mailings
	Equipment Purchases/Capital Outlay	2,500.00	0.00	0.00	2,500.00	2,500.00	Computer Equipment Replacement
	Bank Charges	0.00	0.00	0.00	0.00	0.00	Bank Fees (if necessary)
	<b>Total Office Cost:</b>	<b>18,200.00</b>	<b>14,000.00</b>	<b>11,597.20</b>	<b>14,149.93</b>	<b>17,300.00</b>	
	<b>Training &amp; Memberships</b>						
	Staff Training	1,000.00	0.00	1,020.10	1,030.30	1,000.00	To Pay for Occasional Training Events
	Ventura Watershed Council/Coordinator	525.00	1,300.00	1,300.00	1,300.00	1,300.00	Cost for Coordinator Activities
	IRWMP/Watershed Coalition Membership	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	Cost for IRWMP Coordination, Necessary for Grant Applications
	<b>Total Training and Memberships Cost</b>	<b>3,125.00</b>	<b>2,900.00</b>	<b>3,920.10</b>	<b>3,930.30</b>	<b>3,900.00</b>	
	<b>Regular Professional/Support Services</b>						
	Management Services	5,000.00	10,000.00	5,000.00	5,000.00	10,000.00	General Management Administrative Activities
	Hydrogeologist	15,000.00	25,000.00	15,000.00	15,300.00	15,000.00	Monthly Field Work/New Well Reviews Annual Report to DWPR Regular Legal Support Services
	<b>Legal Services</b>						
	Board/Administrative Support	20,000.00	35,000.00	20,000.00	20,300.00	20,000.00	
	Other Support Services	7,000.00	7,400.00	7,063.50	0.00	7,500.00	2 Year financial Audit Funding for Updating Basin Model
	Basin Model	0.00	0.00	2,500.00	2,500.00	3,000.00	Funding for Updating Basin Model
	Website Maintenance	1,000.00	800.00	1,040.40	1,061.21	1,200.00	Funding for Updating Website
	Data Base	1,500.00	500.00	1,530.00	1,560.60	1,500.00	Funding for Updating Extraction Statement Database
	<b>Total Regular Prof./Support Services Cost</b>	<b>49,500.00</b>	<b>78,700.00</b>	<b>52,133.90</b>	<b>45,721.81</b>	<b>60,700.00</b>	
	<b>Total Base Operating Cost</b>	<b>107,425.00</b>	<b>133,231.00</b>	<b>107,405.04</b>	<b>104,399.97</b>	<b>123,700.00</b>	
	<b>Additional Professional/Support Services</b>						
	Management Services (G.M.)						<b>No funding Estimated for Development of GSP</b>
	GWMPP/GSP Support & Coordination						<b>No funding Estimated for Development of GSP</b>
	Hydrogeologist						<b>No funding Estimated for Development of GSP</b>
	GWMPP/GSP Support & Coordination						<b>No funding Estimated for Development of GSP</b>
	Conjunctive Use Planning						<b>No funding Estimated for Development of GSP</b>
	Legal Services						<b>No funding Estimated for Development of GSP</b>
	Special Assigned Activities/GSP Support						<b>No funding Estimated for Development of GSP</b>
	<b>Total Additional Prof./Support Services Cost</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
	<b>Total Expenses</b>	<b>107,425.00</b>	<b>133,231.00</b>	<b>107,405.04</b>	<b>104,399.97</b>	<b>123,700.00</b>	
	<b>Revenues</b>						
	Receipts/Misc./Office Share	6,300.00	4,600.00	100.00	100.00	0.00	No Cost Share with UVRB GSA for 2019/2020 and Beyond
	Recordation Fee	2,600.00	2,755.00	3,000.00	3,000.00	3,000.00	Fee for Recording Extraction Statements
	Wellhead Fee	38,000.00	38,000.00	45,109.25	45,109.25	38,000.00	Fixed Wellhead Fees Collected
	Extraction Charges	112,500.00	100,000.00	100,000.00	100,000.00	105,000.00	Extraction Charges Collected
	Interest	1,000.00	600.00	63.37	9.30	500.00	Bank Interest
	<b>Total Revenues</b>	<b>160,400.00</b>	<b>145,955.00</b>	<b>148,272.62</b>	<b>148,218.55</b>	<b>146,500.00</b>	
	<b>Revenues +/- Expenses</b>	<b>52,975.00</b>	<b>12,724.00</b>	<b>40,867.58</b>	<b>43,818.58</b>	<b>22,800.00</b>	

Notes:  
 1. C.O.S. = Cost of Service Analysis July 2017  
 2. Estimated Extraction ACF-T  
 3. Actual Extraction ACF-T  
 4. Extraction 2017/18 = 4514 ACF-T  
 5. Number of Wells billed Well Head Fee

4,000      4,000      4,000      4,000      4,500



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# **OJAI BASIN**

## **Groundwater Management Agency**

# Financial Controls and Procedures Polices(Draft)

August X, 2019

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## **STATEMENT OF PURPOSE**

The financial integrity of the Ojai Basin Groundwater Management Agency (Agency) is of utmost importance to the community it serves. The Agency has developed this policy to serve as its commitment in protecting the financial receipts, expenditures and assets entrusted to the agency.

Written, adopted financial control policies provide many benefits, such as assisting the elected officials and staff in the financial management of the agency, saving time and energy when discussing financial matters, engendering public confidence, and providing continuity over time as elected officials and staff members change. While these policies will be amended periodically, they will provide the basic foundation and framework for the Agency in carrying out its responsibilities.

## **FINANCIAL GOALS**

The Agency's financial goals seek to:

- Ensure the financial integrity of the Agency;
- Manage the financial assets in a sound and prudent manner;
- Improve financial information for decision makers at all levels including:
  - Policy makers, specifically the Board of Directors (Board) as it contemplates actions that may affect the Ojai Basin on a long-term basis; and
  - Staff as they implement policy on a day-to-day basis
- Maintain and further develop programs to ensure the long term ability to pay all costs necessary to provide the level and quality of service to the community it serves;
- Maintain a spirit of openness and transparency while being fully accountable to the public for the Agency's fiscal activities

## Section 1: Accounting, Auditing, and Financial Reporting

**PURPOSE:** The purpose of this Accounting, Auditing and Financial Reporting Policy is to establish and maintain high standards for accounting practices of the Agency, thereby enabling the Board and staff to make sound decisions in preparing and adopting the budget and management of finances through:

**ACCOUNTING:** The accounting practices of the Agency shall conform to Generally Accepted Accounting Principles for local governments as established by the Governmental Accounting Standards Board. The Agency will establish and maintain a system of fund accounting and shall measure financial position and results of operations using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary and fiduciary funds.

**AUDITING:** Biennially the Board will cause the financial statements to be audited by a qualified, properly licensed independent accounting firm.

**MONTHLY AND ANNUAL FINANCIAL REPORTING:** Staff will prepare monthly financial reports for review at the Board of Director's meetings and for public dissemination. These reports will consist of:

- **Budget Report** showing revenues collected and appropriations expended for the previous month with the variance from the budget amounts for each line item.
- **Statement of Revenue, Expenditures, and Changes in Fund Balance** showing revenues and expenditures and the difference between the two, the beginning fund balance for the period, the ending fund balance.
- **Balance Sheet** showing estimated assets less liabilities and fund balance.

The staff will also prepare an annual financial report. This report will include financial statements for the agency as well as appropriate additional disclosures as necessary for the complete understanding of the financial statements presented. In addition, the annual report will include a narrative discussion and appropriate graphics explaining how the

current financial position and results of financial activities compare with those of the prior year and with budgeted amounts. This report, together with the most recent independent auditor's report will be presented to the Board at a regular meeting.

## **Section 2: Purchasing**

**PURPOSE:** The purpose of this Purchasing Policy is to: Obtain the highest quality goods and services for the agency at the lowest possible price; exercise financial control and oversight of the purchasing process; clearly define purchasing authority; allow fair and equal opportunity among qualified suppliers; and provide for increased public confidence in the procedures followed in public purchasing.

**PURCHASE AUTHORIZATION:** No purchases over \$1,000 shall be made by any Agency officer or employee without prior approval of the Board. When making any purchase over \$1,000, not subject to the bid process described below, officers and employees shall obtain quotations from at least three vendors unless the Board has approved a sole source vendor. Suppliers will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, skill of the vendor demonstrated under prior contracts with the Agency, and the timing when the goods or services are needed.

**PURCHASE APPROVALS:** Purchases under \$1,000 may be done by Agency staff, without prior Board approval. All purchases under \$1,000 shall be approved by the General Manager prior to purchase. Approval may be demonstrated by written signature, email or telephone call. Should the General Manager not be available approval may be obtained from any one Board member via signature, email or telephone call. Any approval by telephone call shall be documented with a note including the date, time of contact, name of the person making the approval and signed by the employee requesting approval. All approval documents shall be kept with the original sales receipt. All purchases obtained in this manner shall be reported to the Board of Directors at the next Regular Meeting as part of the monthly financial reporting.

**BID PROCESS:** Purchases of \$1,000 or more shall be subject to a bid process as outlined herein and shall require 3 written quotations. The bid process shall be initiated by the issuance of a Request for Bids, Request for Proposals, Request for Quotations or similar process. A request for bids shall be noticed in a newspaper of general circulation unless 3 quotations can be obtained by directly contacting companies that can provide such goods or services.

**BID SPECIFICATIONS:** Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specification for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. Any special requirements unique to the purchase.
7. Delivery or completion date.

Once a request for bids has been issued, the bid specifications will be available for inspection at the Agency's office.

**BID SUBMISSION:** All bids must be submitted in sealed envelopes, addressed to the Agency and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

**BID OPENING:** Every bid received prior to the bid submission deadline will be publicly opened and read aloud. The bid opening will include the name and address of bidder; the lump sum base bid and the bid for each alternative; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required.

**CRITERIA FOR BID SELECTION:** In evaluating bids, the Agency will consider the following criteria:

1. Price.
2. Bidder's ability to perform within the specified time limits.
3. Bidder's experience and reputation, including past performance for the Agency.
4. Quality of the materials and services specified in the bid.
5. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
6. Bidder's financial responsibility.
7. Bidder's availability to provide future service, maintenance, and support.
8. Nature and size of bidder.
9. Any other factors that the Agency determines are relevant and appropriate in connection with a given project or service.

The Agency reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informality or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Agency's interest. Should this be recommended, the Agency Manager will provide a detailed explanation for the Board and the public. The Agency reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

**CHANGE ORDERS:** If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the Agency Manager will prepare a change order specifying the scope of the change. Once approved by the Board, the contractor and an authorized agent of the Agency must sign any change order.

## **EXCEPTIONS**

**Sole Source Purchases:** If the Board determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source. The Agency Manager will provide a detailed explanation for why the purchase is a sole source purchase.

**Recurring Purchases:** If the total value of a recurring purchase of a good or service is anticipated to exceed \$1,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Board votes to initiate a new bid process.

**Emergency Purchases:** The Board may award contracts and make purchases for the purpose of meeting a public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of Agency property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of vital services.



**Professional Services:** The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, engineering, risk management, and insurance services. The Agency Manager after approval by Board shall undertake a formal Request for Proposals process for special projects or for reevaluating existing recurring contracts when it is expected that the cost of professional services will exceed \$1,000.

**State Contracts:** The Board may award contracts and make purchases from any Federal, State or Local purchasing contract without the need for following the formal bid process. These contracts, such as the Federal GSA or State of California Bid Contracts have been professionally and formally specified and bid out and the resulting vendors therefore meet the spirit of the purchasing rules for the Agency.

### **Section 3: Cash Receipts, Petty Cash, and Returned Checks**

**PURPOSE:** The purpose of this Cash Receipts Policy is to establish proper management practices by employees when their assigned duties require the processing of cash, checks, and other receipts in order to instill public confidence in agency operations and to provide accurate, reliable, and timely information upon which financial decisions can be made.

**AUTHORIZED PERSONNEL:** For internal control purposes, only the following officers, employees, and volunteers are authorized to receive funds on behalf of the Agency: Agency Manager, Executive Assistant/Clerk of the Board and any other officer, official or employee appointed by the Board.

**PROPER PAYEE:** All checks, money orders, and credit card payments, regardless of function, must be made payable to the Ojai Basin Groundwater Management Agency. No instruments may be made payable to an Agency officer, employee, volunteer, committee, Board, or group.

**RECEIPTS:** Persons authorized to receive funds on behalf of the Agency must issue a fully completed collection receipt for any cash received. The original completed receipt must be issued to the person from whom the funds are received. A copy of the receipt must be delivered to the Executive Assistant/Clerk of the Board with the funds. A separate copy of the receipt must be retained by the person authorized to receive funds for audit purposes.

**SAFEGUARDING FUNDS:** Safeguarding funds prior to deposit with the Bank is the responsibility of authorized personnel receiving the funds. All coins, currency, checks, credit card information, and money orders must be retained in a secure place until deposited in accordance with the section PREPARING AND DEPOSITING FUNDS.

**REPARING AND DEPOSITING FUNDS:** Funds collected by authorized persons must be deposited with the Bank no later than the following business day. Each person depositing funds must submit a report of the date collected, amount of payment, person or entity collected from and date of deposit with the Agency's banking institution. A report of such deposits shall be presented to the Board at its next regular meeting.

**PETTY CASH:** No officer, employee, volunteer, department, committee, board, or group may establish a petty cash system without consent from the Board. The Board will designate an officer, employee, or volunteer to be custodian for any petty cash account. A base petty cash amount shall not exceed \$200. A lockable cash box will be used to store petty cash and must be locked at all times. The key will be kept in a secure location. Only the petty cash custodian will have access to the locked petty cash box and key.

A per-numbered, two-part receipt will be issued by the custodian for each payment made out of the petty cash fund. This receipt is to be signed by the custodian and the officer, employee, volunteer or Board member receiving the petty cash. Payments out of petty cash will be made only when a valid receipt is presented. Should prepayments out of petty cash be necessary, a memo explaining the purpose of the prepayment must be signed by the custodian and the officer, employee, volunteer or Board member and placed in the petty cash box.

At all times, the total of receipts added to the cash remaining in the petty cash box must equal the \$200 petty cash amount. Under no circumstance will personal funds be used to

compensate shortages. All shortages must be brought to the attention of the Agency Manager immediately upon discovery.

**RETURNED CHECKS:** A check returned by the bank will be recorded in the accounting system against the revenue in which it was originally posted unless the check is replaced. First time returned checks will be re-deposited. Upon second receipt of a returned check, the Agency will notify the check writer and inform him or her that the check did not clear and advise that there is a \$35.00 return check fee due. Thereafter, full payment, including the return check fee, must be in the form of cash, money order, or bank certified check.

**BANKING:** The Agency shall maintain all cash assets in a federally authorized banking institution. A checking account shall be maintained for payroll, routine payment of invoices, and payment of all other obligations. A savings account will be maintained to hold excess revenues that are not needed for regular and ongoing payments. Funds may be transferred from this account to the checking account when funds are needed to cover regular expenditures.

Monthly a statement of expenditures and checking and savings account balances shall be presented monthly to the Board for their review and approval.

Signature authority for banking accounts will be vested in the Board and the Executive Assistant/Clerk of the Board.

## Section 4: Credit Cards

**PURPOSE:** Credit cards provide a convenient method of obtaining goods and services for the Agency. However, by their nature, credit cards provide an opportunity for unauthorized purchases and fraudulent activity. The purpose of this policy is to establish criteria for the proper use of credit cards when conducting Agency business.

**CARD HOLDERS AND LIMITS:** The Board will determine which officers, employees and Board members of the Agency will be authorized to use a credit card and will establish appropriate limits for each purchase and the total credit limit for each card. Cards will be issued in the name of the Agency with a designation to the individual holding such card.

**CREDIT CARD USE:** Credit cards issued under this policy may only be used by authorized persons to conduct Agency business. Credit cards may not be used for personal purchases, cash advances, or purchases that exceed the Agency's authorized purchase limit. A cardholder who makes unauthorized purchases or advances will be liable for the amount of such purchases or advances, plus any administrative fees charged by the bank in connection with the misuse.

Authorized users may also be subject to disciplinary action, up to and including termination or denial of credit card privileges for misuse of an Agency credit cards.

**SECURITY:** Authorized credit card users are responsible for the card's protection and custody and shall immediately notify the Agency Manager or Executive Assistant/Clerk of the Board if they are lost or stolen. The Authorized User is required to notify the Credit Card Company or bank if the credit card is lost or stolen.

**DOCUMENTATION:** Each month, with submission of the credit card bill, authorized credit card users shall submit documentation detailing the goods or services purchased, the cost of the goods or services, the date of the purchase, and the official business for which it was purchased. For over-the-counter purchases, documentation will include the invoice and customer copy of the charge receipt. For internet purchases, documentation will include a copy of the receipt and order conformation page. For telephone purchases, documentation will include a faxed copy of the receipt from the vendor.

## **Section 11: Budget**

**PURPOSE:** The Board believes that sound financial management requires that the annual budget be developed and administered in such a way that annual revenue exceeds annual expenses. Adoption and administration of balanced budgets will help maintain the stability of the Agency's financial position and reduce the need for borrowing.

**BUDGET DEVELOPMENT AND APPROVAL:** Each year, the Agency will develop and present an operating budget, for the fiscal year beginning October 1<sup>st</sup>, that balances annual revenues and annual expenditures. The budget will anticipate and include the need to fund ongoing operating cost and necessary expenditures to meet regulatory requirements.

Beginning in July a draft budget will be prepared and presented to an Ad Hoc committee of the Board. A second meeting with the Ad Hoc committee will be held in August to review changes requested at the July meeting. Following the Ad Hoc meetings a draft budget will be presented to the Board in August for review and discussion. Once all requested changes have been made a draft final budget document will be presented for approval to the Board at its regular meeting in September.

## **Section 6: Payroll**

**EMPLOYEES:** All employees of the Agency shall have a written employment agreement approved by the Board prior to beginning work. Employment agreements shall include the descriptions of job duties and responsibilities, hour pay rates, minimum and maximum weekly hours and employee benefits.

**Payroll Process:** Hourly employees shall submit a detailed record of hours worked including the date worked, number of hours work each day. Payroll transactions shall be included with the monthly expenditure listing for approval by the Board at its next regular meeting.

**Note:** For the purposes of this policy document the Board of Directors do not receive compensation or benefits and are not considered employees of the Agency.

## **Section 7: Consulting and Legal Services**

Whenever the Agency requires consulting and legal services contracts approval by the Board shall be required. Should the work be required for a specific job each contract will detail the work to be accomplished, the number of hours to complete the work, an expected date of completion and the fee or hourly rate for the services to be performed. Should the contract be for ongoing monthly work the contract shall detail the work to be accomplished each month, the expected number of hours and the hourly fee. Any hours in excess of the projected monthly hours shall be approved by the Board.

All invoices for consulting and legal services shall be submitted to the agency for processing 15 days before the regular meeting of the Board of Directors, typically held on the last Thursday of each month.

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August 27, 2019

Ojai Basin Groundwater Management Agency

To: OBGMA Board of Directors  
From: Richard Hajas  
Subject: Developing a Strategy for a GSP

OBGMA has 29 months to develop a Groundwater Sustainability Plan (GSP) to be submitted to DWR in January 31, 2022. Developing a strategy for meeting that deadline is crucial if we are to be successful. Getting started is often the most difficult hurdle to over come when looking at what seems like an insurmountable task.

I have reviewed some of DWR's publications and various articles written by attorney's and experts in groundwater management and it appears to me that there are two critical elements to achieving a successful GSP:

1. Detailed technical data and analysis
2. Well documented efforts to interact with, and gain support from:
  - o well owners,
  - o local agencies: City, Casitas, County
  - o valley residents
  - o environmental interests.

Fortunately, we have completed much of the detailed technical work. However, the work needs to be compiled and put into a format that complies with the DWR's requirements. Attached is a sample outline of a GSP from DWR that details the elements of a GSP. In reviewing the outline, I believe we have the material needed to satisfy many of the required areas.

Task No. 1

Compile all OBGMA's relevant work products and do a "cut and paste" of the relevant portions into the outline, referencing the sources. That exercise should give us a very good start at building the foundation of the plan and it will highlight areas that may require additional work.

The second critical element of a GSP requires a large effort by the Board. Jim Finch and I have meet on several occasions to begin developing a conjunctive use plan between the basin and Lake Casitas. A significant obstacle to developing a plan is the absence of a common understanding of how the Basin operates. We each have somewhat differing views and uncertainties about the Basin that present an obstacle to developing workable alternatives for conjunctive use operations. I spoke briefly with Mike Flood, (Casitas MWD) last week about our attempts at evaluating various conjunctive use ideas and he agreed that we lack an agreed understanding of the basics of Basin operation. Without a common

understanding, that can be expressed in layman terms, the Board will not be able to fairly evaluate proposed actions and policies. And if we cannot communicate a common understanding to the general public and reach agreement on a common understanding it will be very difficult to garner the support we need.

#### Task No. 2

Work with Jordan Kear to develop a layman's version of Basin operations with simple language and graphics. Review the results with Board and with various interested parties to see if we can reach a consensus. Once we have achieved this task it will be much easier to have an open dialog with others on some of the more controversial issues we will encounter. (Attached are a few questions I have, and questions asked by others over the past few years)

To accomplish Task No.1 I recommend we employ the services of Jordon Kear's intern (if available) or someone with the appropriate background to begin assembling the available information into the attached outline. Any areas that are unclear or beyond their ability can be addressed later by Mr. Kear.

If the Board concurs and Mr. Finch is willing, I recommend the ad hoc committee continue its effort on conjunctive use by focusing on the development of a common understanding of the Basin. When I spoke with Mike Flood, he indicated that he would be willing to participate in the committee's efforts and I believe he would be both helpful and key to beginning to reach consensus.

Both tasks can be completed at a minimal cost over the next few months. With this work complete we can begin next year to address some of the tougher elements of the plan.

Attachment: DRAFT Groundwater Sustainability Plan (GSP) Annotated Outline Guidance Document  
Questions Regarding the Basic Characteristics of the Ojai Basin



## Questions Regarding the Basic Characteristics of the Ojai Basin

### How is the basin best characterized?

Is the Basin a bowl, an underground reservoir, that holds water in storage until it is pumped by overlying wells?

Is the Basin an area of saturated alluvium that holds water temporarily as it slowly flows down gradient from higher elevations toward the San Antonio Creek?

Are water levels throughout the Basin uniform in relation to sea level?

If water levels are higher in some areas of the Basin is this caused by barriers restricting flow down gradient?

Are some areas of the Basin confined and are only drawn down by pumping at the surface?

How much water, other than storm water and pumped water, exits the basin annually?

Does all water exiting the Basin exit at San Antonio Creek?

Do all areas of the Basin contribute to outflow?

### How does the Basin operate?

How much water, other than storm water, leaves the basin annually compared to the amount pumped?

When the Basin is full (85,000 acre feet) is this the amount of water held in the basin or is this the amount of water temporarily retained, following heavy rains, that will flow out of the basin without continuous recharge?

How much water can the basin store without losses to outflow?

Without rainfall for recharge will water levels throughout the basin reach equilibrium?

In what areas of the basin are well levels most impacted by drought?

Prior to land development (no pumping) how would the basin react to cycle droughts?

### Are there water quality issues in the Basin?

Is water quality uniform throughout the Basin?

Does water quality decline as basin levels decline?

Has average water quality declined over the monitoring period?

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**Groundwater Sustainability Plan (GSP) Annotated Outline  
Guidance Document**

The objective of this Guidance Document is to provide Groundwater Sustainability Agencies (GSAs) and other stakeholders an example **Groundwater Sustainability Plan (GSP) Annotated Outline** to aid in GSP development and standardize future reporting.

The GSP Annotated Outline is only intended to provide general guidance to GSAs and other stakeholders. GSAs have the option of using this information as they develop a GSP, as the content provided here does not create any new requirements or obligations for the GSA or other stakeholders.

Guidance Documents do not serve as a substitute for the GSP Emergency Regulations (GSP Regulations) or the Sustainable Groundwater Management Act (SGMA). Those GSAs developing a GSP are strongly encouraged to fully read the GSP Regulations and the SGMA. In addition, using this Guidance Document to develop a GSP does not equate to an approval determination by DWR.

**Context with GSP Regulations and SGMA**

The GSP Annotated Outline can be used by GSAs, in conjunction with the Preparation Checklist for GSP Submittal Guidance Document, to develop a GSP and determine if the GSP (or coordinated GSPs) meets the minimum requirements of the GSP Regulations and Sustainable Groundwater Management Act (SGMA). The annotated outline also contains references to BMPs, which have more detailed information related to preparing certain sections or subsections. The detailed requirements of a GSP may be found in the GSP Regulations, primarily in Article 5 – Plan Contents, and in SGMA, primarily in Chapter 6 beginning with California Water Code (CWC) 10727.



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# **Potential Groundwater Sustainability Plan Outline**

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## **Executive Summary (*Reg. § 354.4*)**

### **1.0 Introduction**

#### **1.1 Purpose of the Groundwater Sustainability Plan (GSP)**

#### **1.2 Sustainability Goal**

#### **1.3 Agency Information (*Reg. § 354.6*)**

##### **1.3.1 Organization and Management Structure of the Groundwater Sustainability Agency (GSA)**

##### **1.3.2 Legal Authority of the GSA**

#### **1.4 GSP Organization**

- Description of how the GSP is organized
- Preparation Checklist for GSP Submittal

### **2.0 Plan Area and Basin Setting**

#### **2.1 Description of the Plan Area (*Reg. § 354.8*)**

##### **2.1.1 Summary of Jurisdictional Areas and Other Features (*Reg. § 354.8 b*)**

- Map(s) (*Reg. § 354.8 a*):
  - Area covered by GSP
  - Adjudicated areas, other agencies within the basin, and areas covered by an Alternative
  - Jurisdictional boundaries of federal or State land
  - Existing land use designations
  - Density of wells per square mile

##### **2.1.2 Water Resources Monitoring and Management Programs (*Reg. § 354.8 c, d, e*)**

- Description of water resources monitoring and management programs

- Description of how monitoring networks of those programs will be incorporated into the GSP
- Descriptions of how those programs may limit operation flexibility in the basin
- Description of conjunctive use programs

**2.1.3 Land Use Elements or Topic Categories of Applicable General Plans (Reg. § 354.8 f)**

- Summary of general plans and other land use plans
- Description of how implementation of the GSP may change water demands or affect achievement of sustainability and how the GSP addresses those effects
- Description of how implementation of the GSP may affect the water supply assumptions of relevant land use plans
- Summary of the process for permitting new or replacement wells in the basin
- Information regarding the implementation of land use plans outside the basin that could affect the ability of the Agency to achieve sustainable groundwater management

**2.1.4 Additional GSP Components (Reg. § 354.8 g)**

- Control of saline water intrusion
- Wellhead protection
- Migration of contaminated groundwater
- Well abandonment and well destruction program
- Replenishment of groundwater extractions
- Conjunctive use and underground storage
- Well construction policies
- Groundwater contamination cleanup, recharge, diversions to storage, conservation, water recycling, conveyance, and extraction projects
- Efficient water management practices
- Relationships with state and federal regulatory agencies
- Land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity

- Impacts on groundwater dependent ecosystems

#### 2.1.5 Notice and Communication (*Reg. § 354.10*)

- Description of beneficial uses and users
- Decision-making process
- Public engagement
- Encouraging active involvement
- Informing the public on GSP implementation progress

## 2.2 Basin Setting

### 2.2.1 Hydrogeologic Conceptual Model (*Reg. § 354.14*)

- Description of Hydrogeologic Conceptual Model
- At least two scaled cross-sections
- Map(s) of physical characteristics
  - Topographic information
  - Surficial geology
  - Soil characteristics
  - Delineation of existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas, and discharge areas
  - Surface water bodies
  - Source and point of delivery for imported water supplies

### 2.2.2 Current and Historical Groundwater Conditions (*Reg. § 354.16*)

- Groundwater elevation data
- Estimate of groundwater storage
- Seawater intrusion conditions
- Groundwater quality issues
- Land subsidence conditions
- Identification of interconnected surface water systems
- Identification of groundwater-dependent ecosystems

### 2.2.3 Water Budget Information (*Reg. § 354.18*)

- Description of inflows, outflows, and change in storage
- Quantification of overdraft (as applicable)
- Estimate of sustainable yield

- Quantification of current, historical, and projected water budget
- Description of surface water supply used or available for use for groundwater recharge or in-lieu use

#### 2.2.4 Management Areas (as Applicable) (Reg. § 354.20)

- Reason for creation of each Management Area
- Level of monitoring and analysis
- Description of Management Areas
- Explanation of how management of Management Areas won't cause undesirable results outside the Management Area

### 3.0 Sustainable Management Criteria

#### 3.1 Sustainability Goal (Reg. § 354.24)

- Description of Sustainability Goal, including:
  - Information from the basin setting used to establish the Sustainability Goal
  - Discussion of the measures that will be implemented to ensure that the basin will be operated within its sustainable yield
  - Explanation of how the Sustainability Goal is likely to be achieved within 20 years of Plan implementation and is likely to be maintained through the planning and implementation horizon

#### 3.2 Undesirable Results (Reg. § 354.26)

- Description of Undesirable Results for any of the sustainability indicators
- Cause of groundwater conditions that would lead to Undesirable Results
- Criteria used to define Undesirable Results based on minimum thresholds
- Potential effects on the beneficial uses and users of groundwater, on land uses and property interests, and other potential effects that may occur or are occurring from Undesirable Results

### 3.3 Minimum Thresholds (*Reg. § 354.28*)

- Description of each minimum threshold and how they were established for each relevant sustainability indicator
- Relationship for each sustainability indicator
- Description of how minimum thresholds have been selected to avoid causing Undesirable Results
- Description of how Minimum Thresholds may affect the interests of beneficial uses and users
- Standards related to sustainability indicators
- How each minimum threshold will be quantitatively measured for each relevant sustainability indicator

### 3.4 Measureable Objectives (*Reg. § 354.30*)

- Description of each measureable objective and how the measurable objectives were established for each relevant sustainability indicator
- Description of how a reasonable margin of safety was established for each measureable objective
- Description of a reasonable path to achieve and maintain the sustainability goal including a description of interim milestones for each relevant sustainability indicator
  - Measurable Objective for Sustainability Indicator 1
    - Interim Milestone at 5 years
    - Interim Milestone at 10 years
    - Interim milestone at 15 years
    - Milestone at 20 years
  - Measurable Objective for Sustainability Indicator 2
    - Interim Milestone at 5 years
    - Interim Milestone at 10 years
    - Interim milestone at 15 years
    - Milestone at 20 years
  - Measurable Objective for Sustainability Indicator X

## 3.5 Monitoring Network

### 3.5.1 Description of Monitoring Network (Reg. § 354.34)

- Description of how the monitoring network is capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface conditions, and yield representative information about groundwater conditions as necessary to evaluate Plan implementation
- Description of monitoring network objectives including explanation of how the network will be developed and implemented to monitor:
  - Groundwater and related surface conditions
  - Interconnection of surface water and groundwater
- Description of how implementation of the monitoring network objectives demonstrate progress toward achieving the measureable objectives, monitor impacts to beneficial uses or users of groundwater, monitor changes in groundwater conditions, and quantify annual changes in water budget components
- Description of how the monitoring network is designed to accomplish the following for each sustainability indicator:
  - Chronic Lowering of Groundwater Levels. Demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features
  - Reduction of Groundwater Storage. Estimate the change in annual groundwater in storage
  - Seawater Intrusion. Monitor seawater intrusion
  - Degraded Water Quality. Determine groundwater quality trends
  - Land Subsidence. Identify the rate and extent of land subsidence



- Depletions of Interconnected Surface Water. Calculate depletions of surface water caused by groundwater extractions

- Description of how the monitoring plan provides adequate coverage of the sustainability indicators
- Density of monitoring sites and frequency of measurements required to demonstrate short-term, seasonal, and long-term trends
- Scientific rationale (or reason) for site selection
- Consistency with data and reporting standards
- Corresponding sustainability indicator, minimum threshold, measurable objective, and interim milestone
- Location and type of each site on a map

**3.5.2 Monitoring Protocols for Data Collection and Monitoring (Reg. § 352.2)**

- Description of technical standards, data collection methods, and other procedures or protocols to ensure comparable data and methodologies.

**3.5.3 Representative Monitoring (Reg. § 354.36)**

- Description of representative sites if designated
- Demonstration of adequacy of using groundwater elevations as proxy for other sustainability indicators
- Adequate evidence demonstrating site reflects general conditions in the area

**3.5.4 Assessment and Improvement of Monitoring Network (Reg. § 354.38)**

- Review and evaluation of the monitoring network
- Identification and description of data gaps
- Description of steps to fill data gaps
- Description of monitoring frequency and density of sites

## **4.0 Projects and Management Actions to Achieve Sustainability Goal (Reg. § 354.44)**

### **4.1 Project #1 Description**

- Measureable objective that is expected to benefit
- Circumstances for implementation
- Public noticing
- Overdraft mitigation projects and management actions
- Permitting and regulatory process
- Time-table for initiation and completion, and the accrual of expected benefits
- Expected benefits and how they will be evaluated
- How the project or management action will be accomplished. If the projects or management actions rely on water from outside the jurisdiction of the Agency, an explanation of the source and reliability of that water shall be included
- Legal authority required
- Estimated costs for the projects and managements and plans to meet those costs
- Management of groundwater extractions and recharge

### **4.2 Project #2 Description**

### **4.3 Project #X Description**

## **5.0 Plan Implementation**

### **5.1 Estimate of GSP Implementation Costs (Reg. § 354.6)**

### **5.2 Schedule for Implementation**

### **5.3 Annual Reporting**

- GSA's plan for required Annual Reporting

### **5.4 Periodic Evaluations**

- GSA's process for required Periodic Evaluations

## 6.0 References and Technical Studies (*Reg. § 354.4*)

### Appendices

- Contact Information for Plan Manager and GSA Mailing Address (*Reg. § 354.6*)
- List of Public Meetings (*Reg. § 354.10*)
- Interagency Agreement
- Technical Appendices
- Groundwater Model Documentation
- Comments and Responses (*Reg. § 354.10*)

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