



Montecito Sanitary District

1042 Monte Cristo Lane A Public Service Agency
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

BOARD PACKET

For the Board Meeting of

Thursday, August 25, 2022

- 1. AGENDA..... [Agenda+2022-08-25.pdf \(montsan.org\)](#)
- 2. PAYABLES – JULY 20222
- 3. 525 HOT SPRINGS ROAD – QUITCLAIM DEED..... 15
- 4. PUBLIC OUTREACH – REQUEST FOR PROPOSAL HANDOUT 19
- 5. FY21-22 UNAUDITED QUARTERLY FINANCIALS – PERIOD ENDING 6/30/2022 23
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- 9. PROPOSED NPDES ORDER FOR MONECITO SANITARY DISTRICT

https://www.waterboards.ca.gov/centralcoast/board_info/agendas/2022/aug/item7_att1
- 10. COMMENTS AND RESPONSES FOR NPDES ORDER FOR MONECITO SANITARY

DISTRICT

https://www.waterboards.ca.gov/centralcoast/board_info/agendas/2022/aug/item7_att2



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BOARD LIST OF PAYABLES

<u>CHECK DATE</u>	<u>SUMMARY & TYPE</u>	<u>BATCH TOTAL</u>
07/01/2022	ACCOUNTS PAYABLE	\$ 100,129.63
07/15/2022	ACCOUNTS PAYABLE	\$ 38,514.20
07/29/2022	ACCOUNTS PAYABLE	\$ 69,465.09
	Subtotal	\$ 208,108.92
07/01/2022	CAPITAL IMPROVEMENT PROJECTS	\$ 27,983.18
07/15/2022	CAPITAL IMPROVEMENT PROJECTS	\$ 372,725.38
07/15/2022	RECYCLED WATER	\$ 300.00
07/29/2022	CAPITAL IMPROVEMENT PROJECTS	\$ 14,245.00
07/29/2022	RECYCLED WATER	\$ 174.63
	Subtotal	\$ 415,383.19
07/14/2022	PAYROLL	\$ 77,381.17
07/28/2022	PAYROLL	\$ 76,472.30
	Subtotal	\$ 153,853.47
	<u>TOTAL</u>	<u>\$ 777,345.58</u>

All Invoices were reviewed and approved by Department Managers
 All Invoices and Payments were reviewed and approved and checks signed by the General Manager
 Board Treasurer, Don Eversoll approved all payables by email prior to check mailing

Check History Report

Sorted By Check Number

Activity From: 7/1/2022 to 7/31/2022

MONTECITO SANITARY DISTRICT (MSD)

Bank Code: B OPERATING CASH (MBT)

Check Number	Check Date	Vendor Number	Name	Check Amount	Description
0000027622	7/1/2022	00-805IND	805 INDUSTRIAL SUPPLY, LLC	372.94	Disposable Gloves for Operations
0000027623	7/1/2022	00-AT&T	AT&T MOBILITY	23.24	Wireless Data Port for Office-June
0000027624	7/1/2022	00-BBHINV	BBH INVESTMENTS 3, LLC	3,450.00	Deposit Refund - 260 Oak Road
0000027625	7/1/2022	00-CINTAS1	CINTAS	180.19	Replenish First Aid Supplies
0000027626	7/1/2022	00-COMPUVI	COMPUVISION COMMUNICATIONS	5,488.98	Computer/Monitor for CCTV Van, Cloud Backup-July, NetAlert Managed Services-July, Semi Annual Spam Filtering, Annual Antivirus Renewal Copier Maintenance Agreement-July
0000027627	7/1/2022	00-DOCUPRO	DOCU PRODUCTS	71.77	
0000027628	7/1/2022	00-FASTEN	FASTENAL COMPANY	409.54	Disposable Gloves for Collections
0000027629	7/1/2022	00-FISHER	FISHER SCIENTIFIC	786.92	Lab Testing Supplies
0000027630	7/1/2022	00-FULLER	SUZANNE FULLER	3,450.00	Deposit Refund - 634 Orchard Avenue
0000027631	7/1/2022	00-GILS	GLS COMPANIES	750.00	Landscape Services-June
0000027632	7/1/2022	00-GRAINGE	GRAINGER	538.30	Saw Blades, Fan Belt, Fire Hose Nozzle, Pliers, Batteries
0000027633	7/1/2022	00-KAMAN	KAMAN INDUSTRIAL TECHNOLOGIES	2,338.34	Polymer Mixer Pump, Digester Blower V-Belts
0000027634	7/1/2022	00-LIEBERT	LIEBERT CASSIDY WHITMORE	2,210.00	Legal Services-June
0000027635	7/1/2022	00-MARBORG	MARBORG INDUSTRIES	2,659.47	Restroom Trailer Lease Payment-June
0000027636	7/1/2022	00-MCCORMX	MCCORMIX CORP	1,008.57	Vehicle Fuel 06/01-06/15/22
0000027637	7/1/2022	00-METTLE	METTLE-TOLEDO, INC	180.90	Lab Weights Re-Calibration
0000027638	7/1/2022	00-OILFIEL	OILFIELD ENVIRONMENTAL & COMPLIANCE	829.00	Outside Lab Testing-June
0000027639	7/1/2022	00-PERRY	PERRY FORD	578.92	Check Engine Service for Unit #5-Ford Escape
0000027640	7/1/2022	00-PLUMBER	PLUMBERS DEPOT, INC	1,414.90	Repair CCTV Camera
0000027641	7/1/2022	00-QUINN	QUINN COMPANY	4,165.37	Annual Generator Servicing at Lift Stations
0000027642	7/1/2022	00-RINGCEN	RINGCENTRAL, INC.	652.47	Phone Service-June
0000027643	7/1/2022	00-ROYAL	ROYAL ADHESIVES & SEALANTS, LLC	461.12	Smartcover Epoxy
0000027644	7/1/2022	00-SEWER	SEWER EQUIPMENT COMPANY	157.42	Hydraulic Fittings for Small Jetter
0000027645	7/1/2022	00-SMANYTI	SERVICEMASTER ANYTIME	54,550.34	Final Payment for Maintenance Building Roof Repair
0000027646	7/1/2022	00-STANDAR	STANDARD INSURANCE COMPANY	1,489.17	Short/Long Term Disability Insurance Premium-July
0000027647	7/1/2022	00-STANLEY	DEBORAH STANLEY (or) RONALD WEINER	2,300.00	Deposit Refund-1424 La Vereda Lane
0000027648	7/1/2022	00-TMOBILE	T-MOBILE	20.00	Wireless Data Port for UF/RO-June
0000027649	7/1/2022	00-UNIVAR	UNIVAR SOLUTIONS	9,513.63	Plant Chemicals
0000027650	7/1/2022	00-VILLAGE	VILLAGE POOL SUPPLY	78.13	Brushes for Operations
0000027651	7/15/2022	00-AGENTER	AG ENTERPRISES, INC	420.00	Annual Backflow Testing
0000027652	7/15/2022	00-AMAZON	AMAZON CAPITAL SERVICES	440.81	Computer Monitor, Webcam, Speakers, Mouse, Notebooks, Hole Punch, Filler Panel
0000027653	7/15/2022	00-BEDROCK	BEDROCK BUILDING SUPPLIES, INC	46.97	Concrete Repair Supplies
0000027654	7/15/2022	00-BIGGREE	BIG GREEN CLEANING COMPANY	2,321.00	Janitorial Services-June
0000027655	7/15/2022	00-BOYD	BOYD & ASSOCIATES	390.00	Quarterly Security Alarm, Camera System; July-Sept
0000027656	7/15/2022	00-CANON	CANON FINANCIAL SERVICES INC	272.61	Canon Copier Lease Payment-July
0000027657	7/15/2022	00-CINTAS	CINTAS CORPORATION #684	949.84	Uniforms, Towels, Floor Mats-Cleaning/Rental-June
0000027658	7/15/2022	00-COMPUVI	COMPUVISION COMMUNICATIONS	2,056.25	IT Services-June
0000027659	7/15/2022	00-CORT	CORT	44.00	Deed Report-June
0000027660	7/15/2022	00-DATCO	DATCO SERVICES CORPORATION	175.50	Quarterly DATCO Services; July-Sept
0000027661	7/15/2022	00-DOMAIN	DOMAIN NETWORKS	289.00	Annual Montsan Domain Business Listing
0000027662	7/15/2022	00-FAMCON	FAMCON PIPE & SUPPLY, INC	6,550.01	Influent Vault Doors, Wasting Pump Replacement Parts
0000027663	7/15/2022	00-FRONTIE	FRONTIER	509.42	Phone Service for Lift Stations 1, 2 & 4-July
0000027664	7/15/2022	00-IBS	IBS OF SIERRA MADRE	154.20	Battery for Ford F450-Unit #2
0000027665	7/15/2022	00-LARRYS	LARRY'S AUTO PARTS	26.23	Parts for Small Jetter-Unit #3
0000027666	7/15/2022	00-MARBORG	MARBORG INDUSTRIES	704.81	Refuse Disposal/Recycling-June
0000027667	7/15/2022	00-MCCORMX	MCCORMIX CORP	309.74	Vehicle Fuel 06/15-06/30/22
0000027668	7/15/2022	00-MOUNTAI	MOUNTAIN SPRING WATER	258.50	Bottled Drinking Water-June
0000027669	7/15/2022	00-NIXON	NIXON-EGLI EQUIPMENT CO.	611.66	Motor for Small Jetter-Unit #3
0000027670	7/15/2022	00-OCONNOR	O'CONNOR PEST CONTROL	180.00	Rodent Control for Lift Stations-June
0000027671	7/15/2022	00-PAYCHEX	PAYCHEX OF NEW YORK, LLC	453.90	Payroll Services-June
0000027672	7/15/2022	00-PITNEY	PITNEY BOWES GLOBAL FINANCIAL	143.84	Quarterly Postage Meter Lease Payment; July-Sept
0000027673	7/15/2022	00-PURETEC	PURETEC INDUSTRIAL WATER	230.21	Quarterly Water Softener Tank Rentals; July-Sept
0000027674	7/15/2022	00-REDWING	RED WING BUSINESS ADVANTAGE ACCOUNT	221.84	Boot Allowance-Jose Flores
0000027675	7/15/2022	00-SANSUM	SANSUM CLINIC	467.50	Pre-Employment Physical-Chris Velazquez
0000027676	7/15/2022	00-SBHOME	S B HOME IMPROVEMENT CENTER	105.24	Driver Bit Set, Plant Maintenance Materials
0000027677	7/15/2022	00-SBNEWSP	SANTA BARBARA NEWS-PRESS	352.50	Notice to Contractors Publication-Sewer Relocation for Roundabouts
0000027678	7/15/2022	00-SCE	SOUTHERN CALIFORNIA EDISON CO	9,954.21	Electric Service-June
0000027679	7/15/2022	00-STAPLES	STAPLES BUSINESS CREDIT	256.67	Office Supplies
0000027680	7/15/2022	00-STREAM	STREAMLINE	310.00	Website Management Services-July
0000027681	7/15/2022	00-TAFT	TAFT ELECTRIC COMPANY	594.37	On-Call Electrical Services 06/08/22

0000027682	7/15/2022	00-UNIVAR	UNIVAR SOLUTIONS	8,526.82	Plant Chemicals
0000027683	7/15/2022	00-USA	UNDERGROUND SERVICE ALERT	186.55	107 New Dig Alert Tickets-June
0000027684	7/29/2022	00-ALPHA	ALPHA PRODUCTIONS	1,018.62	Annual Lab Autoclave Preventative Maintenance
0000027685	7/29/2022	00-AQUAFLO	AQUA-FLO SUPPLY	97.73	DAFT Plumbing Supplies
0000027686	7/29/2022	00-AT&T	AT&T MOBILITY	146.46	Standby Cellphone, Lift Station 4 Wireless, Office Data Port-July
0000027687	7/29/2022	00-AUTOZON	AUTOZONE, INC	92.11	Vehicle Maintenance Supplies
0000027688	7/29/2022	00-BARRETT	ELLWOOD T BARRETT II	2,300.00	Deposit Refund - 1388 Wyant Road
0000027689	7/29/2022	00-BIGGREE	BIG GREEN CLEANING COMPANY	225.00	Quarterly Window Cleaning Service
0000027690	7/29/2022	00-COMPUVI	COMPUVISION COMMUNICATIONS	2,641.81	Datto Cloud Backup, NetAlert Managed Services-August, Annual Sonic Wall Security Renewal
0000027691	7/29/2022	00-COX	COX BUSINESS	160.39	Internet Wireless Service-July
0000027692	7/29/2022	00-CWEA	CALIFORNIA WATER ENVIRONMENT	298.00	Staff Certification Renewals
0000027693	7/29/2022	00-DOCUPRO	DOCU PRODUCTS	132.56	Copier Maintenance Agreement-August
0000027694	7/29/2022	00-FINEFR	GARY AND PEGGY FINEFROCK	2,300.00	Deposit Refund - 1655 Fernald Point Lane
0000027695	7/29/2022	00-FISHER	FISHER SCIENTIFIC	1,290.17	Lab Testing Supplies
0000027696	7/29/2022	00-FRONTIE	FRONTIER	507.38	Phone Service for Lift Station 5, March-July
0000027697	7/29/2022	00-GELINAS	MARC GELINAS	3,510.00	Deposit Refund - 499 Crocker Sperry Drive
0000027698	7/29/2022	00-GRAINGE	GRAINGER	21.42	Snap-on Key Ring, C-Clip
0000027699	7/29/2022	00-HACH	HACH COMPANY	221.86	Buffer Solution - Lab Supplies
0000027700	7/29/2022	00-HAYWARD	HAYWARD SANTA BARBARA	211.84	Safety Gear for New Employee
0000027701	7/29/2022	00-MARGER	MARGERUM, DOUG (or) MARNI	3,450.00	Deposit Refund - 747 Via Manana
0000027702	7/29/2022	00-MCCORMX	MCCORMIX CORP	1,108.31	Vehicle Fuel 07/01-07/15/22
0000027703	7/29/2022	00-MIRAMAR	MIRAMAR ACQUISITION CO, LLC	3,450.00	Deposit Refund - 1773 S Jameson Lane
0000027704	7/29/2022	00-MISCOMM	MISSION COMMUNICATIONS, LLC	4,351.80	Mission Boxes Annual Service Package
0000027705	7/29/2022	00-MWD	MONTECITO WATER DISTRICT	770.37	Water Service-June
0000027706	7/29/2022	00-RINGCEN	RINGCENTRAL, INC.	659.36	Phone Service - July
0000027707	7/29/2022	00-SAFEGUA	SAFEGUARD BUSINESS SYSTEMS	24.97	Nameplate for Director Hogan
0000027708	7/29/2022	00-SOCAL	SOCAL GAS	232.92	Gas Service-June
0000027709	7/29/2022	00-STANDAR	STANDARD INSURANCE COMPANY	1,547.72	Short/Long Term Disability Premium - August
0000027710	7/29/2022	00-TMOBILE	T-MOBILE	20.00	Data Port for UF/RO-July
0000027711	7/29/2022	00-UNIVAR	UNIVAR SOLUTIONS	10,340.24	Plant Chemicals
0000027712	7/29/2022	00-USABLUE	USA BLUE BOOK	92.87	Thermometer - Lab Supplies
0000027713	7/29/2022	00-ACWA/JPIA	ACWA/JPIA	27,392.18	Medical/Dental/Life Insurance Premium-July
0000027714	7/29/2022	00-ALLINSU	ALLIANT INSURANCE SERVICES INC	849.00	Crime Policy Renewal 07/01/22-07/01/23

Bank B Total: 208,108.92

Report Total: 208,108.92

**Check History Report
Sorted By Check Number**

Activity From: 7/1/2022 to 7/31/2022

MONTECITO SANITARY DISTRICT (MSD)

Bank Code: G CIP CASH (MBT)

Check Number	Check Date	Name	Check Amount	Check Type
0000001335	7/1/2022	EARTH SYSTEMS	3,601.50	CIP No. 9-Jack/Boring for HWY 101 Sewer Relocation Project
0000001336	7/1/2022	TIERRA CONTRACTING INC	24,381.68	CIP No. 2-HWY 192 Manhole Adjustment Project
0000001337	7/15/2022	FILIPPIN ENGINEERING	15,820.00	CIP No. 9 / Agrmt No. 2020-008-OC; Engineering Inspection Services for the Lilac/Oak Grove Sewer Main Extension -June.
0000001338	7/15/2022	HAMNER JEWELL ASSOCIATES	500.00	CIP No. 9 / Agrmt No. 2020-001-PSA; Real Property Consulting for the Ashley Road
0000001339	7/15/2022	MNS ENGINEERS INC.	7,842.50	CIP No. 9 / Agrmt No. 2021-006-PSA; Engineering Services for the HWY 101 Sewer Relocation Project-June
0000001340	7/15/2022	STANTEC CONSULTING SERVICES INC.	4,187.88	CIP No. 9 / Agrmt No. 2021-002-OC; Engineering Consulting Services for the Lilac/Oak Grove Sewer Main Extension-June
0000001341	7/15/2022	TIERRA CONTRACTING INC	344,375.00	CIP No. 9 / Contract No. 202101R; Progress Pymt No. 5 for the Lilac/Oak Grove Sewer Main Extension-June
0000001343	7/29/2022	MNS ENGINEERS INC.	11,445.00	CIP No. 9 / Agrmt No. 2021-006-PSA; Engineering Services for the HWY 101 Sewer Relocation Project-June
0000001344	7/29/2022	ROBOTIC SEWER SOLUTIONS, INC	2,800.00	CIP No. 3 / Purchase Order No. 4679; 8" Sewer Main ection Repair under HWY 101
Bank G Total:			<u>414,953.56</u>	
Report Total:			<u><u>414,953.56</u></u>	

**Check History Report
Sorted By Check Number**

Activity From: 7/1/2022 to 7/31/2022

MONTECITO SANITARY DISTRICT (MSD)

Bank Code: W RECYCLED WATER (MBT)

Check Number	Check Date	Vendor Number	Name	Check Amount	Description
0000001039	7/15/2022	00-OILFIEL	OILFIELD ENVIRONMENTAL & COMPLIANCE	300.00	Lab Analysis for Recycled Water
0000001040	7/29/2022	00-HACH	HACH COMPANY	174.63	Lab Testing Supplies for Recycled Water
Bank W Total:				<u>474.63</u>	
Report Total:				<u><u>474.63</u></u>	

Capital Improvement Projects PO's and Contracts 2021-22

EARTH SYSTEMS

HWY 101 Sewer Main Relocation Geotechnical Engineering Services

Contract Amount : \$25,500.00

CIP No.

9 SEWER MAIN EXT.

Contract No:

2022-001-PSA

Date Issued:

October 28, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
05/06/22	832564	1,466.00	1910	1321	\$24,034.00
06/17/22	833078	2,482.00	1910	1330	\$21,552.00
07/01/22	833776	3,601.50	1910	1335	\$17,950.50
			1910		\$17,950.50
			1910		\$17,950.50
			1910		\$17,950.50

Capital Improvement Projects PO's and Contracts 2021-22

FILIPPIN ENGINEERING

Professional Services Agreement for Construction Observation Services

Contract No:

2020-008-OC

Contract Amount : \$49,920.00

Board Apprvd:

November 18, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
Task Order No. 5 - Lilac/Oak Grove Sewer Main Extension			CIP 9		\$49,920.00
04/08/22	211901-01	9,135.00	1910	9135	\$40,785.00
05/06/22	211901-02	21,805.00	1910	1322	\$18,980.00
05/20/22	211901-03	13,460.00	1910	1324	\$5,520.00
06/17/22	211901-04	5,502.50	1910	1331	\$17.50
Task Order No. 6 - Lilac/Oak Grove Sewer Main Extension			CIP 9		\$44,217.50
07/15/22	211901-05	15,820.00	1910	1337	\$28,397.50
			1910		\$28,397.50
			1910		\$28,397.50

Capital Improvement Projects PO's and Contracts 2021-22

HAMNER, JEWELL & ASSOCIATES

Professional Real Property Services for Ashley Road Sewer Lift Station

Contract No:

2020-001-PSA

Contract Amount : \$50,000.00

Executed:

October 12, 2020

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
10/21/20	TASK NO. 1	8,550.00	Property Appraisal		\$50,000.00
12/30/20	200607	930.00	1910	1264	\$49,070.00
01/29/21	200699	28.75	1910	1270	\$49,041.25
02/26/21	200749	5,500.00	1910	1277	\$43,541.25
07/30/21	201018	348.75	1910	1291	\$43,192.50
08/27/21	201097	1,580.00	1910	1295	\$41,612.50
07/15/22	201313	500.00	1910	1338	\$41,112.50
			1910		\$41,112.50
Task Order No. 1 Payment Balance		8,887.50			

Capital Improvement Projects PO's and Contracts 2021-22

MNS ENGINEERS INC.

Engineering Services for the Highway 101 Sewer Main Crossing Relocation

Contract No:

2021-006-PSA

Contract Amount :

\$194,127.00

Board Apprvd:

September 23, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
12/17/21	MONSD.210165.00	6,280.68	1910	1307	\$187,846.32
01/28/22	MONSD.210165.01	22,270.36	1910	1309	\$165,575.96
02/25/22	MONSD.210165.00	25,193.75	1910	1312	\$140,382.21
05/20/22	79614	12,191.25	1910	1325	\$128,190.96
"	80025	8,200.24	1910	"	\$119,990.72
"	80173	25,432.13	1910	"	\$94,558.59
"	80289	3,427.50	1910	"	\$91,131.09
07/15/22	80706	7,842.50	1910	1339	\$83,288.59
07/29/22	80487	11,445.00	1910		\$71,843.59
			1910		\$71,843.59
			1910		\$71,843.59
			1910		\$71,843.59
			1910		\$71,843.59
PAYMENT BALANCE		122,283.41			

Capital Improvement Projects PO's and Contracts 2021-22

ROBOTIC SEWER SOLUTIONS

Spot Repairs to District Mainlines at Various Locations as needed

PO No: **4679**

Contract Amount : \$10,000.00

Date Issued: March 17, 2022

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
07/29/22	MSD012	2,800.00	1910		\$7,200.00
			1910		7,200.00
			1910		7,200.00
			1910		7,200.00

Capital Improvement Projects PO's and Contracts 2021-22

STANTEC CONSULTING

Professional Services Agreement for Construction Observation Services

Contract No:

2021-002-OC

Contract Amount :

\$14,793.00

Board Apprvd:

March 1, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
Task Order No. 3 - Lilac/Oak Grove Sewer Main Extension			CIP 9		\$14,793.00
05/20/22	1922544	2,081.94	1910	1327	\$12,711.06
06/17/22	1932328	4,568.01	1910	1333	\$8,143.05
07/15/22	1952457	4,187.88	1910	1340	\$3,955.17
			1910		\$3,955.17

TIERRA CONTRACTING

Lilac/Oak Grove Sewer Main Extension Project

Contract Amount : \$2,036,885.00

CIP No.

9

Bid No.

2021-01R

Date Issued:

October 28, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
03/11/22	Pymt No. 1-LO	97,938.31	1910	1316	\$1,938,946.69
04/22/22	Pymt No. 2-LO	398,829.00	1910	1320	\$1,540,117.69
05/20/22	Pymt No. 3-LO	361,161.50	1910	1328	\$1,178,956.19
06/17/22	Pymt No. 4-LO	362,021.25	1910	1334	\$816,934.94
07/15/22	Pymt No. 5-LO	344,375.00	1910	1341	\$472,559.94
			1910		\$472,559.94
			1910		\$472,559.94
			1910		\$472,559.94
PAYMENT BALANCE		1,564,325.06			

CO Allowance 203,686.00

Approved Change Orders	Change Order Amount	Remaining CO Allowance after CO
02/23/22 - CCO No. 1	\$ 10,117.96	\$ 193,568.04
03/08/22 - CCO No. 2	\$ 4,500.00	\$ 189,068.04
05/10/22 - CCO No. 3	\$ 24,393.61	\$ 164,674.43
6/28/2022 - CCO No. 4	\$ 80,079.17	\$ 84,595.26
XXXX - CCO No. 5		\$ 84,595.26

Board awarded the contract bid in the amount of \$2,036,855 on 10/28/21 with a contract change order allowance of \$203,686.

TOTAL Contact Amount w/ Approved

CO 2,155,975.74

TIERRA CONTRACTING

Raise Manholes on East Valley Road HWY 192 due to County overlay
Contract Amount : \$185,500.00

CIP No. **2**
Bid No. **2021-02**
Date Issued: June 30, 2021

Payment/ Request Date	Invoice Number	Amount	A/P Account #	A/P Check #	Contract Balance
09/10/21	Pymt No. 1	85,050.00	1910	1297	\$100,450.00
02/11/22	Pymt No. 2	71,122.50	1910	1311	29,327.50
03/11/22	Pymt No. 3	10,777.50	1910	1315	18,550.00
06/30/22	Pymt No. 4	5,248.51	1910	1336	13,301.49
06/30/22	Pymt No. 5	19,133.17	1910	"	-5,831.68

Board awarded the contract bid in the amount of \$185,500 on 06/30/21 with a contract change order allowance of \$00. Board awarded CO allowance of \$18,550 on 9/9/21

CO Allowance	\$ 18,550.00	
Approved Change Orders	Change Order Amount	Remaining CO Allowance after CO

CCO No. 1	\$ 4,150.00	\$ 14,400.00
CCO No. 2	\$ 1,681.68	\$ 12,718.32
Total Contract Amount after Approved CO	\$ 191,331.68	



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108
General Manager: Bradley Rahrer, P.E.

A Public Service Agency

PHONE: (805) 969-4200
www.montsan.org
E-MAIL: brahrer@montsan.org

August 25, 2022

525 Hot Springs Road, LLC
c/o Robert Turner
515 S Capitol of Texas Hwy 250
Austin, TX 78746

SUBJECT: ACCEPTANCE OF FACILITIES AND NOTICE OF COMPLETION – SEWER MAIN RELOCATION
ADDRESS: 525 HOT SPRINGS ROAD / APN: 011-171-025

Dear Mr. Turner:

This letter is to provide you with written documentation of the District's acceptance of the relocated sewer facilities in the new easement recorded under Document No. 2022-0036406 for the property located at 525 Hot Springs Road. The project included the relocation of a 8" sewer main, 2 manholes, 4 private sewer laterals, elimination of the existing public sewer easement and quit claim the old easement back to the property owner.

At their meeting on August 25, 2022, the Board of Directors for the Montecito Sanitary District voted to accept the relocated facilities and authorized me to write you this letter documenting such.

On September 29, 2020, under Construction Permit B-262, you deposited a construction bond of \$54,800, which equaled the cost for construction of the sewer main to be refunded when the project is deemed complete. In addition, as part of Construction Permit B-262, you paid an Inspection Deposit of \$5,000. At completion, inspection costs for the project totaled \$6,504.75, therefore the District withheld \$1,504.75 from the construction bond to cover this cost.

A check in the amount of \$47,815.25 has been issued to you as a refund for the remaining balance of the construction bond less 10% (\$5,480) that the District will keep as a deposit for a period of one year from the date of acceptance (August 25, 2023). The deposit will be used only in the event that defects are detected in the construction during the one-year warranty period.

Please do not hesitate to contact the District Office at (805) 969-4200 if you have any questions. In order to issue a refund after the one-year warranty period, please keep District staff apprised of any name or address changes.

Sincerely,

Bradley Rahrer, P.E.
General Manager/District Engineer

Recording requested by
and when recorded return to:
MONTECITO SANITARY DISTRICT
1042 Monte Cristo Lane
Santa Barbara, CA 93108-2809
NO FEE FOR RECORDING
(Government Code-
Sections 6103-27383)

525 Hot Springs Road, LLC
Attn: Robert Turner, Manager
515 S. Capital of Texas Hwy
West Lake Hills, TX 78746

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CALIFORNIA QUITCLAIM DEED

Address: 525 Hot Springs Road
APN: 011-171-025

For a valuable consideration, receipt of which is hereby acknowledged, the MONTECITO SANITARY DISTRICT, a 1923 Act Sanitary District, situated wholly in the County of Santa Barbara, State of California (the "DISTRICT"), hereby quitclaims to 525 HOT SPRINGS ROAD, LLC, a Texas limited liability company (the "OWNER"), CERTAIN PORTIONS of that certain easement granted to Montecito Sanitary District in the document recorded October 31, 1969 as Instrument Number 31243 in Book 2289, Page 115 of Official Records in the Office of the County Recorder, County of Santa Barbara, State of California (the "Easement"). The Easement is a non-exclusive easement upon, under, across and through the OWNER'S real property commonly described as 525 Hot Springs Road, Santa Barbara, California, in the County of Santa Barbara. The portion of the Easement being quitclaimed by the DISTRICT to the OWNER is depicted on the site plan attached hereto as **Exhibit 'A'** and incorporated by this reference.

IN WITNESS WHEREOF, the **MONTECITO SANITARY DISTRICT**, a 1923 Act Sanitary District, has executed this Quitclaim Deed on the _____ day of _____, 2022.

(SEAL)

MONTECITO SANITARY DISTRICT



By: _____
Dorinne Lee Johnson, Board President

By: _____
Dana Newquist, Board Secretary

Note: This document will be recorded; the signing must be acknowledged by a notary

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

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

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

WITNESS my hand and official seal. (SEAL)

Signature

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

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WITNESS my hand and official seal. (SEAL)

Signature

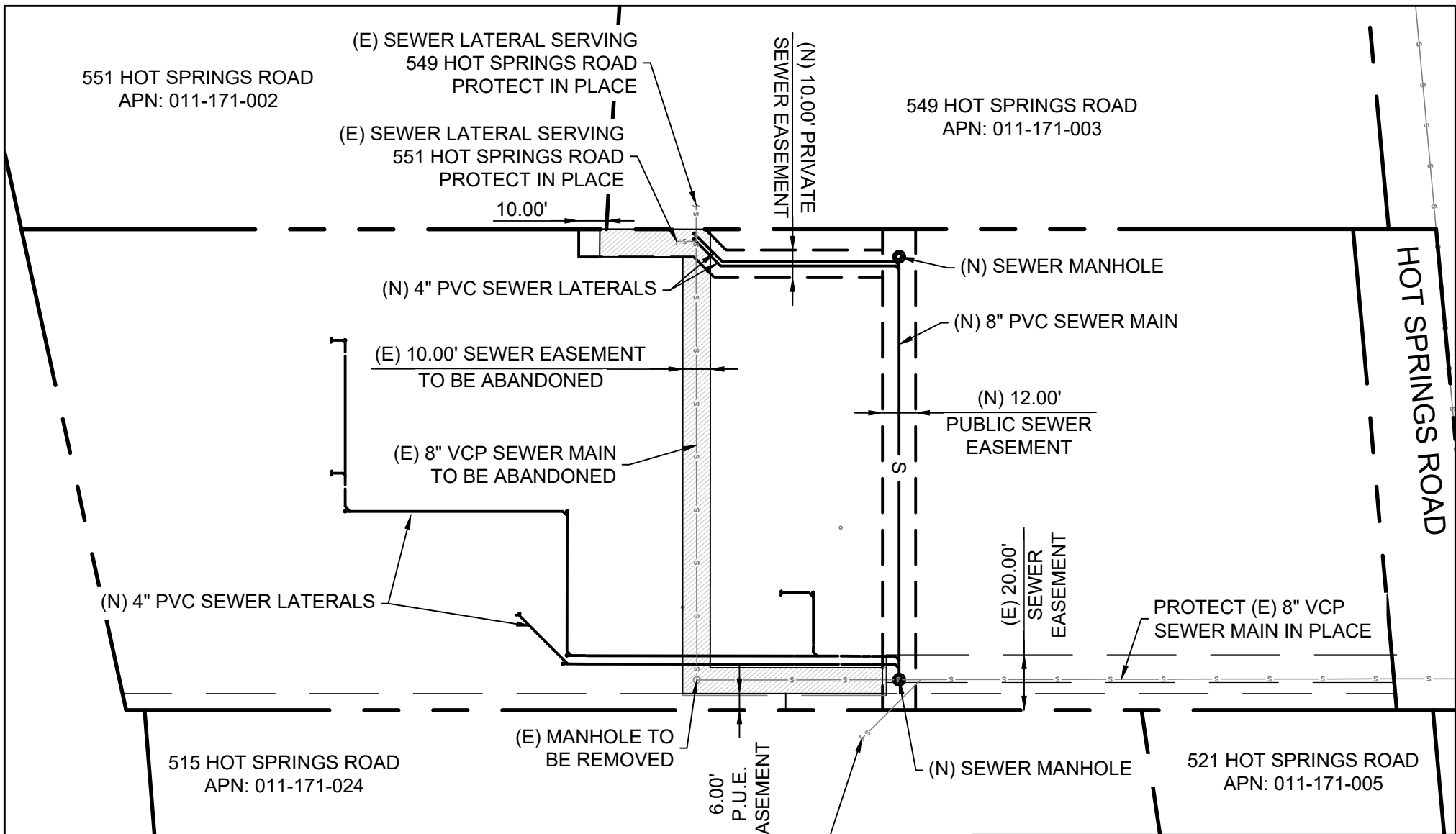
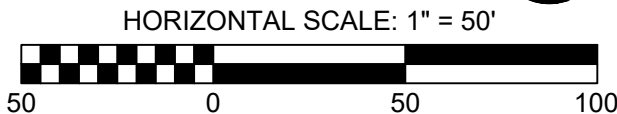


EXHIBIT "A"

MSD Board Meeting
August 25, 2022

Page 18 of 43



EXHIBIT

SEWER EASEMENT

725 HOT SPRINGS ROAD
MONTECITO, CA 93108

Ashley & Vance
ENGINEERING, INC.

210 East Cota Street
Santa Barbara, CA 93101

www.ashleyvance.com (805) 962-9966 • (805) 545-0010
CIVIL • STRUCTURAL



Public Outreach RFP Content

Montecito Sanitary District

Public Outreach Program

- ▶ Goals of Hiring Public Outreach Firm
 - ▶ Increase the public's awareness of the District's services
 - ▶ Increase amount and quality of communications
 - ▶ Engage with public on current and future District Issues
 - Capital Improvement Projects
 - Sewer Lateral Maintenance
 - Fats Oils and Grease (FOG)
 - Septic to Sewer Goals
 - Sewer Rates
 - Recycled Water
 - Consolidation

Consultant Scope of Services

Phase I - Strategic Planning

- ▶ *Strategic Communication and Outreach Plan - “Road Map”*
 - ▶ *Prioritize and identify key communication efforts and partnerships within the community.*

Phase II - Implementation

- ▶ *Recycled Water*
 - ▶ *Assist with explaining the District’s story behind recycled water.*
- ▶ *Collection System Topics*
 - ▶ *Develop materials for distribution within District service area, local publications and website.*
- ▶ *Infrastructure Planning*
 - ▶ *Develop media releases and project briefs for use within local publications and website and support grant funding applications.*
- ▶ *Sewer Rate Study*
 - ▶ *Assist the District with explaining outcome of rate study and garner support for any increases needed to support the District’s operational and infrastructure goals.*
- ▶ *Website Audit - Improvements*
 - ▶ *Review current information provided on website and help implement new ideas for website.*

Schedule

- ▶ Issue Request for Proposals August 26
- ▶ Proposals Due September 15
- ▶ Public Information Committee..... Week of September 26
- ▶ Award of Contract October 13, 2022
- ▶ Consultant Services Begin October 2022
- ▶ Optional Contract and Scope adjustment ... July 1, 2023
(and July 1 thereafter)

**FY2021-22 Quarterly Cash and Investment Activity
Quarter 4**

	<u>3/31/2022</u>	<u>Income</u>	<u>Interest</u>	<u>Transfers In</u>	<u>Transfers Out</u>	<u>Withdrawals</u>	<u>6/30/2022</u>	<u>Net Change</u>	
Investment Accounts									
Cash with LAIF	2,020,404	1,592					2,021,996	1,592	Quarterly Interest
FMV adjustment (annually)	167						167	-	No Change in Fair Market Value
BNY Bond Refunding Costs	-						-	-	7/1/21 Debt Service Payment
Cash with County-Operating	8,526,135	3,174,166	9,393		(2,872,141)		8,837,552	311,417	Property Tax: \$52,457 Quarterly Interest: \$4,839 Transfers to MBT O&M: \$500,000
FMV adjustment (quarterly)	(232,985)	(61,608)					(294,593)	(61,608)	Change in Fair Market Value
Cash with County - Capital Replacement	6,903,995		7,393	1,228,291	(1,500,000)		6,639,679	(264,316)	Quarterly Interest: \$5,592 Transfers: \$0 to MBT CIP
FMV adjustment (quarterly)	(188,659)	(32,670)					(221,329)	(32,670)	Change in Fair Market Value
Cash with County-Retiree Medical	184,501		198				184,699	198	Quarterly Interest: \$141
FMV adjustment (quarterly)	(5,042)	(1,115)					(6,157)	(1,115)	Change in Fair Market Value
Cash Accounts									
MBT Operating account	328,867	154,048		850,000		(968,698)	364,217	35,350	Income: connection, permit, & other fees Transfers: \$500,000 from County O&M Withdrawals: O&M Expenses
MBT Capital Improvement account	219,083			1,500,000		(1,312,443)	406,640	187,557	Transfers: \$0 from County CIP Withdrawals: pmts on Capital Projects
Revolving fund account	1,400						1,400	-	Withdrawals: payments on O&M expenses paid outside normal processing
Insurance Reimbursement Acct	112,174		56				112,230	56	Disaster Insurance Payment - will be paid during 4th Quarter Quarterly Interest
MBT Recycled Water account	1,039,095		710			(60,135)	979,671	(59,425)	Withdrawals: pmts on Recycled Water Projects
Petty Cash	250						250	-	
Total Cash & Investment accounts	18,909,388	3,234,412	17,749	3,578,291	(4,372,141)	(2,341,276)	19,026,423	117,036	

MONTECITO SANITARY DISTRICT (MSD) OPERATIONS AND MAINTENANCE BUDGET TO ACTUAL

Financial Status

For The 12 Periods Ended 6/30/2022

		Year to Date	FY21-22 YTD Budget	Variance	Variance %
EXPENSES					
SALARIES AND BENEFITS					
6100	STAFF SALARIES	1,666,188.42	1,908,465.00	242,276.58	13%
6105	BOARD SALARIES	37,950.00	32,000.00	-5,950.00	-19%
6108	AUTO ALLOWANCE - GM	1,800.00	3,600.00	1,800.00	50%
6270	STANDBY PAY	32,445.00	33,000.00	555.00	2%
6300	OVERTIME PAY	6,271.91	30,000.00	23,728.09	79%
6400	PERS CONTRIBUTION	351,900.31	492,126.00	140,225.69	28%
6410	EMPLOYEE BENEFITS	66,312.63	0.00	-66,312.63	0%
6500	FICA CONTRIBUTION	106,672.59	123,032.00	16,359.41	13%
6510	MEDICARE	24,947.68	28,543.00	3,595.32	13%
6520	UNEMPLOYMENT TAX - STATE	3,022.27	2,953.00	-69.27	-2%
6600	GROUP MEDICAL - ACWA	225,169.12	367,200.00	142,030.88	39%
6605	Retiree Medical Benefits	19,115.18	25,000.00	5,884.82	24%
6610	LIFE INSURANCE - ACWA	4,812.50	7,140.00	2,327.50	33%
6615	DISABILITY INS - STANDARD	17,973.07	25,500.00	7,526.93	30%
6620	WORKERS COMP INSURANCE	31,476.00	50,000.00	18,524.00	37%
6640	DENTAL INSURANCE - ACWA	9,633.08	20,400.00	10,766.92	53%
6650	UNIFORM SERVICE - MISSION	9,034.41	7,000.00	-2,034.41	-29%
TOTAL SALARIES AND BENEFITS		2,614,724.17	3,155,959.00	541,234.83	17%
OPERATING EXPENSES					
7090	INS (GEN LIAB/AUTO/E&O) - CSRMA	72,742.52	60,000.00	-12,742.52	-21%
7091	INS (PROPERTY) - CSRMA	21,702.16	15,000.00	-6,702.16	-45%
7093	INS (EMP DISHONESTY BOND) - CSRMA	0.00	1,000.00	1,000.00	100%
7094	INS (MOBILE EQUIP) - CSRMA	9,112.00	10,000.00	888.00	9%
7105	DEBT SERVICE PAYMENT	138,850.00	0.00	-138,850.00	0%
7110	EMPLOYEE PHYSICALS	1,295.50	2,500.00	1,204.50	48%
7121	PROPERTY MAINTENANCE	139,756.22	45,000.00	-94,756.22	-211%
7122	VEHICLE MAINTENANCE	7,060.79	13,000.00	5,939.21	46%
7126	COLL - EQUIPMENT RENTAL	0.00	1,000.00	1,000.00	100%
7127	COLL - SAFETY EQUIPMENT/SUPPLIES	282.73	8,000.00	7,717.27	96%
7129	LIFT STATION PARTS	21,815.53	25,000.00	3,184.47	13%
7133	VAC CON EQUIP/MAINT	11,927.40	15,000.00	3,072.60	20%
7134	CCTV EQUIPMENT/REPAIRS	14,524.65	15,000.00	475.35	3%
7135	PRIVATE LATERAL REPL INCENTIVE	51,150.00	50,000.00	-1,150.00	-2%
7136	COLL - MISC COLLECTION TOOLS	3,737.71	8,000.00	4,262.29	53%
7138	JETTER TRUCK EQUIP / REPAIRS	4,341.35	10,000.00	5,658.65	57%
7150	MECHANICAL MAINTENANCE	1,700.40	5,000.00	3,299.60	66%
7200	GENERAL OPERATING SUPPLIES	6,781.04	10,000.00	3,218.96	32%
7201	DRINKING WATER	1,863.89	2,000.00	136.11	7%
7202	GLOVES	6,557.32	6,000.00	-557.32	-9%
7205	EMPLOYEE/COMMUNITY GOODWILL	1,506.34	4,000.00	2,493.66	62%
7220	MAILING/SHIPPING EXPENSES	867.98	5,000.00	4,132.02	83%
7430	MEMBERSHIPS/ ANNUAL DUES	34,968.55	45,000.00	10,031.45	22%
7440	MISCELLANEOUS EXPENSES	0.00	2,500.00	2,500.00	100%
7450	OFFICE EXPENSES	11,443.17	15,000.00	3,556.83	24%
7452	SCANNING & SHREDDING	0.00	10,000.00	10,000.00	100%
7454	BOOKS/SUBS/STUDY GUIDES	184.39	1,000.00	815.61	82%
7456	COMPUTER HARDWARE/SOFTWARE/LICENSIN	25,271.52	30,000.00	4,728.48	16%
7461	PROFESSIONAL SERVICES/FEES - LEGAL	66,143.41	35,000.00	-31,143.41	-89%
7462	PROFESSIONAL FEES - ACCOUNTING	29,236.75	40,000.00	10,763.25	27%
7463	PROFESSIONAL FEES - ENGINEERING	13,743.27	50,000.00	36,256.73	73%
7464	PROFESSIONAL FEES - COMPUTER/GIS	40,682.13	60,000.00	19,317.87	32%
7466	PROF SERVICES - HUMAN RESOURCES	47,812.49	15,000.00	-32,812.49	-219%
7500	CUSTOMER RELATIONS EXPENSE	0.00	35,000.00	35,000.00	100%
7506	ADMINISTRATIVE FEES	28,162.84	30,000.00	1,837.16	6%
7508	COLLECTION/TREATMENT FINES	0.00	10,000.00	10,000.00	100%
7510	CONTRACTED SERVICES/LABOR	64,777.07	110,000.00	45,222.93	41%
7530	ADS/NOTICES FOR PUBLICATION	4,166.60	3,000.00	-1,166.60	-39%
7610	FURNITURE/FIXTURES	2,124.20	10,000.00	7,875.80	79%
7641	NPDES PERMIT EXPENSES-LAB	15,157.67	15,000.00	-157.67	-1%
7645	NPDES PERMIT EXPENSE-OPS	28,708.28	30,000.00	1,291.72	4%
7651	ANALYZER CHEMICALS	5,892.92	5,000.00	-892.92	-18%
7652	BIOSOLIDS DISPOSAL	59,303.29	55,000.00	-4,303.29	-8%
7653	CHEMICALS	180,654.15	215,000.00	34,345.85	16%
7654	GENERATOR SERVICE	3,548.90	10,000.00	6,451.10	65%

7655	HAZ MATERIALS DISPOSAL	564.50	2,000.00	1,435.50	72%
7656	PLANT EQUIPMENT RENTAL	5,934.72	5,000.00	-934.72	-19%
7657	PLANT MAINTENANCE MATERIALS	53,362.96	75,000.00	21,637.04	29%
7658	PLANT MAINTENANCE PROJECTS	0.00	5,000.00	5,000.00	100%
7659	PLANT SAFETY EXPENSES	1,730.10	5,000.00	3,269.90	65%
7661	POLYMER	6,109.97	10,000.00	3,890.03	39%
7662	SMALL TOOLS/EQUIP	566.27	4,000.00	3,433.73	86%
7670	SPECIAL PROJECTS	17,651.47	100,000.00	82,348.53	82%
7675	COVID-19 EXPENSES	34,996.38	0.00	-34,996.38	0%
7700	LAB CONSUMABLES-SMALL EQUIPMENT	30,348.22	28,000.00	-2,348.22	-23%
7702	LAB EQUIPMENT MAINTENANCE	8,387.52	10,000.00	1,612.48	16%
7703	CONTRACT LAB ANALYSES	9,391.00	6,000.00	-3,391.00	-57%
7722	BOARD TRAINING/CONF REGISTRN	0.00	1,000.00	1,000.00	100%
7723	BOARD TRAVEL EXPENSES	0.00	1,000.00	1,000.00	100%
7724	STAFF TRAINING/CONF REGISTRN	5,292.00	5,000.00	-292.00	-6%
7725	STAFF TRAVEL EXPENSES	2,969.95	5,000.00	2,030.05	41%
7726	STAFF CERTIFICATIONS/LICENSES	3,063.88	8,000.00	4,936.12	62%
7727	OSHA REQUIRED TRAINING	990.00	5,000.00	4,010.00	80%
7728	SAFETY BOOT ALLOWANCE	2,308.02	4,000.00	1,691.98	42%
7731	LOCAL MEETING EXPENSES	0.00	1,000.00	1,000.00	100%
7740	FUEL AND OIL	18,577.32	25,000.00	6,422.68	26%
7761	WATER	10,946.34	15,000.00	4,053.66	27%
7762	NATURAL GAS	3,386.86	3,000.00	-386.86	-13%
7763	ELECTRICITY	157,860.79	175,000.00	17,139.21	10%
7766	TRASH / RECYCLING	9,415.41	14,500.00	5,084.59	35%
7767	TELEPHONE - LOCAL/LD	13,752.76	15,000.00	1,247.24	8%
7768	TELEPHONE CELLULAR	9,481.99	12,000.00	2,518.01	21%
TOTAL OPERATING EXPENSES		1,586,645.56	1,681,500.00	94,854.44	6%
TOTAL OPER. AND MAINT. EXPENSES		4,201,369.73	4,837,459.00	636,089.27	13%

FY2021-2022 Capital Improvement Projects (CIP)- Quarterly Expenditure Status

Annual Projects					
No.	Description	Project Expenditures through 06/30/21	Project Expenditures 07/01/21 - 6/30/2022	Approved FY21-22 Budget	Approved FY21-22 Budget Remaining
1	Scheduled and Emergency Replacements	n/a	\$ 25,247	\$ 100,000	\$ 74,753
2	Manhole Raising/ Repair/ Replacement	n/a		\$ 400,000	\$ 153,847
	A. Highway 192 Lower and Raise 60 Manholes- Caltrans		\$ 182,638	←	
	A1. Highway 192 Lower and Raise 60 Manholes- Caltrans: Inspection			←	
	B. N. Jameson Raise 14 Manholes- County			←	
	C. Fernald Point Lower and Raise 2 Manholes- County			←	
	D. Private road manhole raising/repair/replace		\$ 63,515	←	
3	Sewer Main Repair / Replacement/ Lining	n/a		\$ 175,000	\$ 172,957
	A. Trunk mainline, Manholes, and sewer lining rehab project- design			←	
	B. Brooktree Road Sewer Main Replacement		\$ 2,043	←	
		\$ -	\$ 273,443	\$ 675,000	\$ 675,000

New Projects FY2021-22					
No.	Description	Project Expenditures through 06/30/21	Project Expenditures 07/01/21 - 6/30/2022	Approved FY21-22 Budget	Approved FY21-22 Budget Remaining
4	Electrical Rehabilitation Project (including: AB blower project, VFD's)	\$ -	\$ 7,480	\$ 840,000	\$ 832,520
5	Skimmer troughs need to be replaced	\$ -	\$ -	\$ 55,000	\$ 55,000
6	Digester Blowers replacement	\$ -	\$ 37,582	\$ 33,000	\$ (4,582)
7	Roof for Admin, Operations, and Board room building	\$ -	\$ 19,895	\$ 65,000	\$ 45,105
8	Maintenance Gate controller with new keypads	\$ -	\$ -	\$ 13,500	\$ 13,500
13	Main Gate replacement with motorized gate and keypads	\$ -	\$ -	\$ 24,000	\$ 24,000
14	HVAC system for admin, board room, and maintenance building	\$ -	\$ 13,525	\$ 40,000	\$ 26,475
15	Forklift purchase	\$ -	\$ 35,734	\$ 35,000	\$ (734)
16	Channel Drive Lift Station - wet well access hatch and force main rplcmnt design	\$ -	\$ -	\$ 50,000	\$ 50,000
17	Boardroom Renovation & AV Equipment & Installation	\$ -	\$ 16,332	\$ 30,000	\$ 13,668
		\$ -	\$ 130,548	\$ 1,185,500	\$ 1,054,952

Sewer Main Extension Projects*					
No.	Description	Project Expenditures through 06/30/21	Project Expenditures 07/01/21 - 6/30/2022	Approved FY21-22 Budget	Approved FY21-22 Budget Remaining
9	Caltrans HOV- Posilipo gravity main and force main relocation- design	\$ 15,300	\$ 140,593	\$ 177,900	\$ 37,307
9	Caltrans HOV- Posilipo gravity main and force main relocation- construction	\$ -	\$ -	\$ 500,000	\$ 500,000
9	*Lilac and Oak Grove Sewer Main Extension Construction	\$ -	\$ 1,178,564	\$ 2,323,137	\$ 1,144,573
9	*Ashley Road Pump Station Design	\$ 13,806	\$ 1,929	\$ 150,000	\$ 148,071
9	*Ashley Road & E. Mountain Pipeline Design Costs	\$ -	\$ -	\$ 100,000	\$ 100,000
9	*Ashley Road and E. Mountain Extension Construction	\$ -	\$ -	\$ 1,250,000	\$ 1,250,000
9	Riven Rock Sewer Main Extension Project (carryover FY20-21)	\$ 338,100	\$ 40,067	\$ 46,867	\$ 6,800
	<i>*Projects not yet Board-approved, and expected to recoup costs from homeowners.</i>	\$ 367,205	\$ 1,361,152	\$ 4,547,904	\$ 3,186,752

Recycled Water Fund					
No.	Description	Project Expenditures through 06/30/21	Project Expenditures 07/01/21 - 6/30/2022	Approved FY21-22 Budget	Approved FY21-22 Budget Remaining
17	Enhanced Recycled Water Feasibility Study (assume 50-50 share with MWD)		\$ 46,319	\$ 220,000	\$ 173,681

Total for FY 2021-2022 \$ 367,205 \$ 1,811,463 \$ 6,628,404 \$ 5,090,384



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT STAFF REPORT

DATE: Thursday, August 25, 2022
TO: Board of Directors
FROM: Bradley Rahrer, General Manager
PREPARED BY: Rico Larroude, Collection and Maintenance Superintendent
SUBJECT: Influent Channel Grinder Replacement

RECOMMENDATION: That the Board of Directors:

1. Authorize the General Manager to issue a purchase order to JWC Environmental in the amount of \$35,013.28 to replace one of the two influent channel grinders.

RECOMMENDATION

Background – The District has two mechanical grinders, one in each influent channel, installed in the influent pump station. The purpose of this critical equipment is to protect other critical and expensive equipment from damage such as the influent pumps, air diffusers, and wasting pumps. When inorganic material and rags enter the treatment plant, they can also disrupt treatment processes. Over time, the teeth and other mechanical components of the grinders wear down and the rate of deterioration is related to the amount of material the grinder encounters. The manufacturer's expected useful life of each unit is between seven to ten years replacement. One of the two grinders was replaced last fiscal year.

The grinder proposed for replacement was put in service in 2015 and has been on the schedule and budgeted for replacement this fiscal year. Through their normal inspections and preventative maintenance, MSD Maintenance Staff has confirmed that the grinder has reached the end of its useful life and is ready for replacement.

Fiscal Impact – Staff has planned and scheduled to replace the second grinder in this fiscal year budget (FY22-23). There are sufficient funds in the Capital Improvement Program Project T006 (Influent Grinder #2) replacement line item to accommodate the amount of the purchase order for the replacement.

Environmental Determination – Categorically exempt by C.E.Q.A. as its maintenance and repair of existing facilities.

Analysis – Justifications: – Soliciting bids is not a preferable approach as the influent channel design and frames are specific to these units. Changing the type of grinder or manufacturer would require major modifications to the channel, creating a larger project and add additional costs to the District. MSD’s in-house staff will be able to perform the replacement work to the existing non-functioning grinder with the replacement unit.

OTHER DEPARTMENTS INVOLVED: Operations

ATTACHMENTS: Proposal from JWC Environmental – 8/04/2022



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 5015735

Montecito Sanitary District
 1042 Monte Cristo Ln
 Santa Barbara, CA 93108-2809
 US - UNITED STATES

Quote Number: 66967
Quote Date: 08/04/2022
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 20-24 Weeks ARO / Shipping & Handling Included
Grinder Serial #: S015859-2-2
Ticket #: CAS-112236-Y5R3

Project: Montecito Sanitary District

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
CMD3210-XDS2.0	CMD3210-XDS2.0 Renew (Zone 1) 7 Tooth Cam Cutters (Zone 2) 17 Tooth Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets With 1/2 Perf Drums With Brush Remote Vertical Support With Grease Lines Motor Type Electric With 5hp TEFC SVC Motor With 29 Reducer With 1' 6" FT Ext Shaft Spool Paint Epoxy Green	1	\$31,314.72	\$31,314.72
Shipping	Shipping & Handling	1	\$1,180.20	\$1,180.20
	Estimated Sales Tax	1	\$2,518.36	\$2,518.36

Please verify serial number is correct.

Sub Total \$35,013.28
Tax
Total \$35,013.28

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

JWC Environmental Inc
Jorge Gasca
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: 66967

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to the Company's written consent first obtained.

MSD Board Meeting

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Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT

DATE: Thursday, August 25, 2022

TO: Board of Directors

FROM: Bradley Rahrer, General Manager

PREPARED BY: Marco Felix, Operations Superintendent

SUBJECT: Disinfection Chemical Feed Pumps

RECOMMENDATION: That the Board of Directors:

1. Authorize the General Manager to issue a purchase order to MISCO in the amount of \$51,070 for the purchase of materials necessary for the replacement of eight pumps associated with the treatment plant's disinfection process.

DISCUSSION

Background – The chemical pumps are part of the final disinfection and discharge process and critical to ensuring the District meets all National Pollution Discharge Elimination System (NPDES) permit limits. The chemical pumps disinfect treated secondary flows to eliminate bacteria in the effluent flow before reaching the ocean outfall.

The existing Pulsafeeder chemical pumps were installed in 2005 and are no longer readily available due to being phased out by the manufacturer. Pulsafeeder diaphragm pumps systems include sensitive auxiliary equipment such as pulsation dampeners, pressure relief valves, pressure regulating valves, de-gassing system, filters and premature gauges are complex, multiple component pump systems. These components require extensive technical knowledge to operate, troubleshoot and repair. Replacing in-kind requires special orders and the cost per pump is estimated at \$23,000.00 per unit.

After researching multiple chemical feed systems and consulting with neighboring wastewater agencies, Staff determined Watson Marlow's QDos 60 peristaltic pumps best meet the District's current and future needs because they eliminate the need for specialized, problematic auxiliary equipment and require minimal technical knowledge for repairing, maintaining and troubleshooting the pumps. These pumps have been regularly used in the water, wastewater, biotechnology,

pharmaceutical, industrial, mining, food and beverage industries for over 70 years and work with the current control 4-20mA signals.

While there are other manufacturers which produce similar pump systems, the QDos pumps are unique in that the peristaltic pump hose is contained within a cartridge, reducing operator exposure to chemical and minimizing downtime when a failure is detected. The replacement cartridges are also very economical and Staff plan to have spares available, minimizing future maintenance costs.

In addition to their research, Operations staff has evaluated and tested identical QDos peristaltic pumps for over two months to compare and test performance. Staff has concluded that during troublesome low flows, pumps outperformed existing pumps due to more precise dosing. Operations staff contacted and toured neighboring agencies before deciding on Watson Marlow Qdos peristaltic design vs a diaphragm design. Each Qdos peristaltic pump is priced at \$5,312.00.

Staff is planning to purchase the replacement materials and equipment to replace the existing units. Because of the simplicity of the pump controls, MSD's Staff will be able to systematically replace the eight pumps over a four week period so as not to interfere with current operations and meet permit requirements. Staff will perform the replacement work to the existing non-functioning grinder with the replacement unit. Work will be performed in-house over a period of four weeks to not interfere with current operations and meet permit requirements.

Fiscal Impact – Staff included the cost for the replacement of the equipment in the Fiscal Year 2022-2023 annual budget under Capital Improvement Project T004 (Disinfection Pump Replacement Project) based on a preliminary cost estimate. Since budgeting for these pump replacements, Staff elected to increase the size of the pumps to better handle the chemical dosing demand during wet weather events and the pump manufacturer notified the District of a price increase. A budget increase for this CIP project will be needed to cover the additional cost of the chemical pump material purchase.

DEPARTMENTS INVOLVED: Operations & Maintenance

ATTACHMENTS: Proposal for Disinfection Chemical Pump Replacement from MISCO dated: 08/05/2022

Existing Diaphragm Chemical Feed Pump



New Peristaltic Chemical Feed Pump





MISCOWATER
 27101 Burbank, Suite B
 Foothill Ranch, CA 92610
 (949) 458-5555

Quote

Date	Quote #
8/5/22	080522-6SW

Customer
Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

Ship To
Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

Line #	Description	Qty	Rate	Total
1	0M0.385R.GRA Qdos 60 Universal+ 24VDC/115VAC (4) Relay pump 60l/hr 4 bar, 60 PSI ReNu pumphead to the right	8	5,312.00	42,496.00
2	0M9.203U.000 Keypad and display cover for Qdos 30/60/120 pumps	8	50.00	400.00
3	0M9.401H.P04 Hydraulic connector pack Polypropylene, metric to 1/2" NPT, (NSF) not for Qdos 30	8	78.00	624.00
4	0M3.3800.PFP ReNu pumphead - Spare - SEBS Tubing with PFPE Lubricant for Qdos 60 pumps 4bar	9	403.00	3,627.00
5	25-8-8-P-PG 1/2" Connector COMPR TUBExFPT PP PLAST GRPR	16	4.00	64.00
6	Estimated Freight Charge **Freight is just an estimate, actual freight will be charged at the time of invoicing.	1	200.00	200.00
7	7.75% Sales Tax	1	3,658.85	3,658.85
	LEAD TIME: Equipment 8-10 Weeks after acceptance of order Contingent upon availability Submittals not included			
	SALES TAX: Sales tax is an estimate, tax rate at time of shipment will be charged.			
			Total	



MISCOWATER
 27101 Burbank, Suite B
 Foothill Ranch, CA 92610
 (949) 458-5555

Quote

Date	Quote #
8/5/22	080522-6SW

Customer
Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

Ship To
Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

Line #	Description	Qty	Rate	Total
	<p>FREIGHT: Prepaid & Add</p> <p>FOB: Origin</p> <p>SHIPPING & BILLING: Please provide Shipping Address for Delivery and Billing Address for Invoice</p> <p>PAYMENT TERMS: Subject to prior credit approval, the terms of payment are; 100% upon equipment shipment (or offer to ship), Net 30 Days</p> <p>CREDIT CARD CONVENIENCE FEE: Where permissible by law, all products and services paid with a credit card will be subject to a 3.5% convenience fee. This is not greater than our cost of acceptance.</p> <p>TERMS & CONDITIONS: MISCOWater's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.</p>			
			Total	\$51,069.85

**MISCOWATER – TW ASSOCIATES
TERMS & CONDITIONS OF SALE**

1. ACCEPTANCE

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

2. DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

3. APPROVAL DRAWINGS

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

4. PAYMENT

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

5. TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

6. CLAIMS AND BACKCHARGES

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

7. SECURITY INTEREST & TITLE

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

8. WARRANTY

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. CANCELLATION

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

10. FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

11. COMPLETE AGREEMENT

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MANAGER'S REPORT

For the Regular Board Meeting of

August 25, 2022

8. DISTRICT OPERATIONS AND MAINTENANCE

A. Information Items

General Manager Brad Rahrer, P.E. will provide informational, nonactionable, updates regarding matters before the District.

Regional Water Quality Control Board NPDES Order – The Regional Water Quality Control Board RWQCB will discuss and consider adopting the District's proposed National Pollution Discharge Elimination System Order (CA0047899) at the August 25, 2022 meeting. The District has been operating on an administrative extension from the RWQCB since 2017. The new Order will update the District's Waste Discharge Requirements. In preparation for the permit renewal, the District's assigned regulator, Peter Von Langen, made a site visit to the treatment plant on August 18, 2022.

Proposed NPDES Order:

https://www.waterboards.ca.gov/centralcoast/board_info/agendas/2022/aug/item7_att1

Comments and RWQCB Comments:

https://www.waterboards.ca.gov/centralcoast/board_info/agendas/2022/aug/item7_att2

Montecito Water District Reimbursement Request letter – On August 18, 2022 District staff sent a letter to Nick Tuner, General Manager for Montecito Water District requesting reimbursement for on-going operational costs of the pilot plant facility. MSD Board of Directors received a copy of the letter via email.

Grant Funding – District staff is in the process of developing a request for proposals to select a retain a consultant to support the District in researching and applying for grant funding. An award of contract is anticipated for October/November 2022.

Montecito Groundwater Sustainability Agency (GSA) – The Montecito GSA has been working with District staff to investigate the ideal location for a proposed groundwater monitoring well at the treatment plant. The well will monitor water quality and groundwater depths in the region. Next steps include a presentation from the GSA at the September 22 meeting.

Annual Audit – The District’s annual audit is underway with Bartlett, Pringle and Wolff. An audit report and presentation to the Finance Committee and Boards will be made in November and December, respectively.

B. Agreements to be signed

None

C. Operations and Maintenance Reports

For the period of July 1 through July 31, 2022

WWT PLANT STATISTICS FOR DURATION: 31 DAYS

Flows	15.414 MG	0.497 MGD avg
Hypochlorite used	6,334 Gal	204 Gallons day, avg
Bisulfite used	1,998 Gal	64 Gallons day, avg.
Effluent T.S.S.		3.7 mg/L avg
Effluent CBOD ₅		2.34 mg/L avg
BAC-T		< 1.9 MPN/100mL median
Rainfall	.01 inches	

SLUDGE DISPOSAL - LOAD AND DISPOSAL BY ENGEL & GRAY

<u>Load Date</u>	<u>Total Haul (lbs)</u>	<u>Total Haul (Tons)</u>
07/18/22	43,240	21.62
07/22/22	44,340	22.17
07/28/22	39,220	19.61
<u>Totals:</u>	<u>126,800</u>	<u>63.4</u>

PLANT OPERATIONS

- No violation of the NPDES permit during this reporting period.
- Operated the belt press for a total of 18 hours.
- 7/18- Removed Aeration Basin #1 from service for maintenance and to help during overnight low flows.
- Call out 7/21- Pulsafeeder chlorine pump having difficulties pumping during low flows causing pump to over dose causing a “Chorine level high”.

PLANT MAINTENANCE

- Performed routine inspections and maintenance of District Buildings and Equipment.
- Monitored (2) Watson Marlow Peristaltic chemical feed pumps for demo
- Performed preventative maintenance on Aeration Blowers.
- Maintenance staff assisted Operations with Aeration Basin draining & cleaning.
- Performed preventative maintenance on Aeration Basin Swingfusers.
- Maintenance staff attended Forklift certification training.

COLLECTIONS

- 0 public sewer system overflows this reporting period.
- 0 private sewer system overflows this reporting period.
- Linear Feet Cleaned: 25,773 ft, 4.88 Miles.
- 74% of linear feet cleaned showed Roots & Debris.
- Linear Feet Inspected: 4,458 ft, 0.84 Miles.
- Tierra Contracting continued Lilac/Oak Grove/Tollis sewer mainline extension project.
- Collection staff after hours call out for odor complaint at 121 Hermosillo Dr.
- Collections staff assisted Operations with Aeration Basin draining & cleaning.
- Collections staff attended Forklift certification training.

LABORATORY

The Laboratory Manager and Operators assigned to the Laboratory performed the following activities during the reporting period:

- Collected 209 permit-required, process control and recycled pilot samples
- Ran 242 tests plus 81 duplicate tests on above samples
- Performed 46 calibrations on laboratory equipment and 544 quality control checks
- Sent 9 Oil & Grease samples to OEC contract laboratory for testing.



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12-MONTH EFFLUENT FLOW / RAINFALL

