



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 Regular Board Meeting of

Thursday, August 26, 2021

1. Agenda	www.montsan.org/2021-08-26-board-of-directors-meeting
2. Minutes of the Board Meeting on August 12, 2021.....	2
3. Payables for dates August 7, 2021 through August 16, 2021	6
4. EXHIBIT A –Highway 101 Swr Main Relocation: Easement Dedication Agreement ...	9
5. EXHIBIT B –Highway 101 Swr Main Relocation: Recorded Easement.....	21
6. EXHIBIT C – Staff Report: Highway 101 Swr Main Relocation Project Update	40
7. EXHIBIT D – Staff Report: Influent Channel Grinder.....	46
8. Operations & Maintenance Reports.....	53



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

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

MINUTES

For the Regular Meeting of the Board on:

August 12, 2021

1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 2:00 pm on Thursday, August 12, 2021 using Zoom teleconferencing in accordance with the State Executive Order No. N-29-20 issued on March 17, 2020.

ATTENDANCE

Board Members Present:

President Dorinne Lee Johnson, Vice President Woody Barrett, and Treasurer Don Eversoll

Board Members Absent:

Directors Gary Fuller and Dana Newquist

Also Present and Participating:

Brad Rahrer, P.E., MSD General Manager
Carrie Poytress, P.E. MSD Engineering Manager
Mark Manion, MSD General Counsel, Price Postel & Parma
Rico Larroude, MSD Collections & Maintenance Supervisor
Carole Rollins, MSD Laboratory & Pretreatment Manager
Keith Berry
Ken

2. PUBLIC COMMENT

None.

3. APPROVAL OF MINUTES

ON MOTION by Director Eversoll, Second by Director Barrett, the Board voted to approve the Minutes from Board Meeting held on July 22, 2021.

AYES: Directors Barrett, Eversoll, and Johnson
NAYS: None
ABSTAIN: None
ABSENT: Directors Fuller and Newquist

ON MOTION by Director Barrett, Second by Director Eversoll, the Board voted to approve the Minutes from Board Meeting held on August 5, 2021.

AYES: Directors Barrett, Eversoll, and Johnson
NAYS: None
ABSTAIN: None

ABSENT: Directors Fuller and Newquist

4. APPROVAL OF PAYABLES

ON MOTION by Director Eversoll, Second by Director Barrett, the Board voted to approve the District payables for checks dated July 17, 2021 through August 6, 2021.

AYES: Directors Barrett, Eversoll, and Johnson
NAYS: None
ABSTAIN: None
ABSENT: Directors Fuller and Newquist

Director Barrett requested more information on the Taft Electric Company invoice.

5. OLD BUSINESS

None.

6. NEW BUSINESS

A. QUARTERLY FINANCIAL REPORTS

ON MOTION by Director Barrett, Second by Director Eversoll, the Board voted to approve the unaudited Quarterly Financial Statements for the quarter ending June 30, 2021.

AYES: Directors Barrett, Eversoll, and Johnson
NAYS: None
ABSTAIN: None
ABSENT: Directors Fuller and Newquist

B. 1510 EAST MOUNTAIN DRIVE - SEWER MAIN EXTENSION DEDICATION AGREEMENT WITH TRUE HORIZON, LLC.

ON MOTION by Director Eversoll, Second by Director Barrett, the Board voted to approve a Dedication Agreement for Sewer Facilities with the caveat that the District staff and District Counsel agree to form.

AYES: Directors Barrett, Newquist, and Johnson
NAYS: None
ABSTAIN: None
ABSENT: Directors Fuller and Newquist

C. MSD CONNECTION FEES (\$8,400)

Director Johnson moved this item to the August 26, 2021 agenda.

D. JOINT POWERS INSURANCE AUTHORITY

ON MOTION by Director Barrett, Second by Director Eversoll, the Board voted to appoint Director Johnson as the Board representative to the Association of California Water Agencies Joint Powers Insurance Authority Board (ACWA JPIA).

AYES: Directors Barrett, Newquist, and Johnson
NAYS: None
ABSTAIN: None
ABSENT: Directors Fuller and Newquist

7. COMMITTEE REPORTS

- i) The Finance Committee (Eversoll & Barrett) met on August 3rd. Director Eversoll stated that he has no items to report in addition to item 6A.

8. DISTRICT OPERATIONS AND MAINTENANCE

A. INFORMATION ITEMS

General Manager Bradley Rahrer P.E., provided informational, nonactionable updates regarding matters before the District.

- i. District remains closed to the public and any in-person business requires an appointment. The County made updates for mask wearing for indoors or for instances where social distancing can't be attained outside.
- ii. Staff is working on the updates to the Boardroom.
- iii. Staff was contacted by property owners on Alisos Drive who are interested to be served by sewer. Staff made a site visit to meet with property owners to evaluate feasibility but a sewer main extension to serve this area was not budgeted for this fiscal year.
- iv. Staff have received three letters from property owners regarding their discontent of the discontinuation of the sewer lateral rebate program on short notice. This should be discussed at a future Board meeting.

B. AGREEMENTS TO BE SIGNED

1510 E Mountain Drive – Sewer Main Extension Dedication Agreement (See item 6B)

C. OPERATIONS AND MAINTENANCE REPORTS

For the period of July 12, 2021 through August 1, 2021 there were no sewer spills. Bio-solids are pressed using the belt press to remove water for hauling purposes. Staff had to replace the belt. Also one of the influent channel grinders is damaged, can't be repaired, and will need to be replaced. General Manager Bradley Rahrer stated that the cost will exceed staff purchasing authority threshold and thus will require Board approval to purchase a replacement.

9. ITEMS FOR THE NEXT AGENDA

A special meeting of the Board may be held on Thursday, August 19, 2021 at 2:00 pm:

- i) Director Johnson will coordinate with General Manager Bradley Rahrer for the agenda which may include a discussion on the Highway 101 Sewer Main Relocation project.

The next regular Board meeting will be on August 26, 2021 at 2:00 pm, agenda items may include but not limited to:

- i) Discuss the District's \$8,400 connection fee

ii) Discuss the District's policy and requirement to replace sewer lines from the sewer main to the home.

iii) Hearing a report from the Ad-Hoc committee on Board Policies & Procedures Manual will be discussed in September.

10. ADJOURNMENT

The meeting adjourned at 2:55 pm ON MOTION by Director Eversoll, second by Director Barrett.

These minutes were presented for approval at the Regular Board Meeting on August 26, 2021.

Dorinne Lee Johnson, President

Ellwood T. Barrett II, Vice President

Dana Newquist, Secretary

Donald M. Eversoll, Treasurer

Gary Fuller, Director



Montecito Sanitary District

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

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

BOARD LIST OF PAYABLES

<u>CHECK DATE</u>	<u>SUMMARY & TYPE</u>	<u>BATCH TOTAL</u>
08/16/2021	ACCOUNTS PAYABLE	79,635.24
08/16/2021	CAPITAL IMPROVEMENT PROJECTS	5,236.00
08/12/2021	PAYROLL	87,145.72
	TOTAL	\$ 172,016.96

Approved for Payment:

Date: August 26, 2021

Amount: \$ 172,016.96

_____, General Manager

_____, Treasurer

_____, Director

Check History Report
Sorted By Check Number
Activity From: 8/16/2021 to 8/16/2021
MONTECITO SANITARY DISTRICT (MSD)

Check Number	Check Date	Check Name	Check Amount	Check Description
026803	8/16/2021	ACWA/JPIA	28,518.74	Health/Dental/Life Insurance Premium-September
026804	8/16/2021	AQUA-FLO SUPPLY	72.91	Irrigation Supplies
026805	8/16/2021	ASHLEY ROAD RESIDENCE, LLC	2,300.00	Deposit Refund - 763 Ashley Road
026806	8/16/2021	BIG GREEN CLEANING COMPANY	2,109.08	Janitorial Services and Supplies-July
026807	8/16/2021	CANON FINANCIAL SERVICES INC	272.61	Canon Copier Lease Payment - August
026808	8/16/2021	CINTAS CORPORATION #684	721.26	Uniforms, Towels, Floor Mats - Cleaning/Rental-July
026809	8/16/2021	COMPUVISION COMMUNICATIONS	704.99	Replacement Drive for Server, IT Services-July
026810	8/16/2021	CORT	44.00	Deed Report - July
026811	8/16/2021	COX BUSINESS	160.39	Wireless Internet Services - August
026812	8/16/2021	CULLIGAN OF VENTURA COUNTY	125.69	Bottled Drinking Water - July
026813	8/16/2021	CALIFORNIA WATER ENVIRONMENT	394.00	Staff Certification Renewals/Membership Dues
026814	8/16/2021	ENGEL & GRAY, INC	3,111.52	Biosolids Hauling - July
026815	8/16/2021	FAMCON PIPE & SUPPLY, INC	1,270.21	Butterfly Valve for Digester, Gate Valve for Plant Water Line
026816	8/16/2021	FASTENAL COMPANY	353.30	Plant Maintenance Supplies
026817	8/16/2021	IVAN FECAN	1,625.86	Reimbursement for 1508/1510 E Mountain Drive
026818	8/16/2021	FRUIT GROWERS LABORATORY	3,665.00	NPDES Required Annual Lab Sampling
026819	8/16/2021	FRONTIER	500.40	Phone Service for WWTP and Lift Stations 1, 2, 4-August
026820	8/16/2021	GRAINGER	542.75	Battery Backups, Plant Maintenance Materials
026821	8/16/2021	IBS OF SIERRA MADRE	118.40	Vehicle Battery
026822	8/16/2021	KAMAN INDUSTRIAL TECHNOLOGIES	43.95	Plant Maintenance Materials
026823	8/16/2021	LARRY'S AUTO PARTS	65.95	Hose and Clamps for By-Pass Pump
026824	8/16/2021	JOHN (or) DEBORAH MACKALL	1,480.00	Sewer Service Charge Refund
026825	8/16/2021	MARBORG INDUSTRIES	704.81	Refuse Disposal, Recycling - July
026826	8/16/2021	MCCORMIX CORP	185.36	Vehicle Fuel 07/15-07/31/21
026827	8/16/2021	MOHTASHEMI, KEVIN (or) LANA	4,600.00	Deposit Refund - 1356 East Valley Road
026828	8/16/2021	MONTECITO WATER DISTRICT	937.50	Water Service - July
026829	8/16/2021	OILFIELD ENVIRONMENTAL & COMPLIANCE	675.00	Outside Lab Analyses
026830	8/16/2021	PAYCHEX OF NEW YORK, LLC	285.20	Payroll Services - July
026831	8/16/2021	PURETEC INDUSTRIAL WATER	253.73	Water Softener Tank Quarterly Rental
026832	8/16/2021	RED WING BUSINESS ADVANTAGE	450.00	Boot Allowance for Larroude, Carrillo
026833	8/16/2021	SAFEGUARD BUSINESS SYSTEMS	599.92	Re-Order Operating Check, Business Cards
026834	8/16/2021	S B HOME IMPROVEMENT CENTER	598.41	Plants for Hedges on Monte Cristo, Gopher Wire
026835	8/16/2021	SOUTHERN CALIFORNIA EDISON CO	15,530.89	Electric Service - July
026836	8/16/2021	SOCAL GAS	272.80	Gas Service - July
026837	8/16/2021	STAPLES BUSINESS CREDIT	1,017.28	File Cabinet, Ink Toner Cartridges, Office Supplies
026838	8/16/2021	UNIVAR SOLUTIONS	4,942.07	Plant Chemicals
026839	8/16/2021	UNDERGROUND SERVICE ALERT	206.16	87 New Dig Alert Tickets - July
026840	8/16/2021	USA BLUE BOOK	131.42	Assembly Wrench - Collection Tool
026841	8/16/2021	LOS ANGELES TRUCK CENTERS, LLC	43.68	Air Filter and Hood Latch for Vac-Con
Bank B Total:			79,635.24	
Report Total:			79,635.24	

CIP Check History Report
Sorted By Check Number
Activity From: 8/16/2021 to 8/16/2021
MONTECITO SANITARY DISTRICT (MSD)

Check Number	Check Date	Name	Check Amount	Check Type
001292	8/16/2021	FLOWERS & ASSOCIATES, INC	4,940.00	CIP #9-Engineering Services for the Hwy 101 Sewer Main Crossing Relocation Project-July
001293	8/16/2021	S B COUNTY - PUBLIC WORKS	296.00	CIP #9-County Roads Permit for Hwy 101 Borings
Bank G Total:			<u>5,236.00</u>	
Report Total:			<u><u>5,236.00</u></u>	

DEDICATION AGREEMENT FOR SEWER FACILITIES

THIS DEDICATION AGREEMENT FOR SEWER FACILITIES (this "Agreement") is made the 28th day of August, 2017 by and between MONTECITO SANITARY DISTRICT ("District"), and, MIRAMAR ACQUISITION CO., LLC, a California limited liability company ("Miramar").

WHEREAS, Miramar is the owner of certain real property commonly identified as Assessor Parcel Number 009-333-10, 009-345-31, 009-371-04, 009-371-03, and 009-372-01, located at 1555 South Jameson Lane ("Property"); and

WHEREAS, the Property is within District's boundaries; and

WHEREAS, Miramar desires to construct two 6-inch diameter sewer force mains to extend the District's existing sewer system in order to serve the Property; and

WHEREAS, the District desires to have one 6-inch sewer force main and one 12-inch sewer force main ("Facilities" as described below) constructed to the benefit and service to properties in addition to the Property; and

WHEREAS, Miramar desires to construct and dedicate the Facilities to the District; and

WHEREAS, District desires to acquire the Facilities pursuant to its powers under California Health and Safety Code Sections 6512 and 6514 and other applicable law; and

WHEREAS, District desires to insure that the Facilities are constructed so as to meet all District standards and requirements and in accordance with all applicable laws; and

WHEREAS, Miramar has agreed to pay for the design of the Facilities and obtain all necessary approvals and permits; and

WHEREAS, District has hired Phoenix Civil Engineering to design the Facilities to District standards and specifications; and

NOW, THEREFORE, District and Miramar agree as follows:

1. Facilities to be Constructed. The Facilities to be constructed shall consist of approximately 2320 feet of 6-inch sewer force main and approximately 2295 feet of 12-inch sewer force main, 40 feet of 18-inch gravity pipeline and appurtenances to be constructed within South Jameson Lane as more particularly depicted in Exhibit A attached hereto and incorporated in full herein by this reference ("Facilities"). This Agreement dedicates the Facilities to District and, upon acceptance of the Facilities by District under Section 13 below, the Facilities shall be owned and controlled by District.

2. Supervision and Commencement of Construction. Construction of the Facilities shall be performed by Lash Construction under contract with Miramar, at Miramar's expense and shall be commenced so as to be completed no later than 160 days following the date first written above. Any proposed change from Lash Construction to a different licensed general contractor must be

must be approved in advance by District in writing. Changes without the District's approval are void and constitute a material breach of this Agreement.

3. Plans; Permits; Inspections. The engineering plans for construction of the Facilities shall be the Phoenix Civil Engineering plans dated August 2nd, 2017. The Facilities shall be constructed by Miramar in strict conformity with the plans approved by District and any other standards and specifications identified by District. Miramar shall be responsible, at Miramar's expense, for obtaining and paying for any permits required prior to or during construction of the Facilities, and Miramar shall furnish to District copies of all such permits. Miramar shall also be responsible, at Miramar's expense, for obtaining any inspections required during the course of construction and upon completion of construction.

4. Compliance with Applicable Laws. Miramar shall comply with all applicable local, county, state and federal laws (including, without limitation, laws relating to workers' compensation, prevailing wages and safety) in connection with the construction of the Facilities and this Agreement. If required by applicable law including, without limitation Labor Code §§ 1720, 1771, 1774, 1775, and 1776, Miramar must pay its workers prevailing wages. It is Miramar's responsibility to interpret and implement any prevailing wage requirements and Miramar agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available from the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. As such, prior to the commencement of the construction, Miramar shall sign and file with District a certification in the following form: "I am aware of the provisions of California Labor Code Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the applicable sewer construction."

5. Performance Guarantee. Miramar shall furnish District with a faithful performance guarantee conditioned upon Miramar completing construction on or before the time for completion set forth in Section 2 above. Such guarantee shall be in a form approved by the District and shall be in the amount of 100% of the accepted construction bid amount (\$1,132,806). Miramar shall maintain such guarantee in full force and effect until final acceptance by the District Board.

6. Liens and Releases. Prior to acceptance of the Facilities by District under Section 13 below, Miramar shall ensure that the Facilities to be dedicated and transferred to District are free and clear of any and all liens and encumbrances. Within 35 days of the notice of completion under Section 12 below, Miramar shall obtain for the benefit of Owners and District written waivers and releases of all claims, liens or other rights from all contractors, subcontractors, suppliers and other parties providing labor or materials to the construction of the Facilities or other satisfactory evidence that no such claims or liens have been filed against the Facilities or easements.

7. Indemnification. Miramar shall investigate, defend (at District's request and with counsel satisfactory to District), indemnify and hold harmless the District and its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charge and expenses (including attorneys' fees) and causes of action of whatsoever

character that District may incur, sustain or be subjected to on the account of property damage or of bodily injury to or death of any person arising out of or in connection with the construction of the Facilities or this Agreement, except for such loss or damage arising from District's sole negligence or willful misconduct.

8. Insurance. Miramar shall provide a policy or policies of public liability insurance to protect District against any loss from liability for damages on the account of property damage or of bodily injury to or death of any person arising out of or in connection with the construction of the Facilities or this Agreement. Such insurance shall, on the policy or by endorsement, name District and its officers, employees and agents as additional insured's. Such insurance shall include not less than Two Million Dollars (\$2,000,000) of comprehensive general liability insurance, including property damage or bodily injury and death coverage, together with such other and additional coverage as the District may determine to be prudent. Prior to the notice of commencement under Section 11 below, Miramar shall provide to District a copy of the applicable policy or certificate of insurance along with all necessary endorsements.

9. Deposit. Prior to approval of the construction plans by the District, Miramar will deposit \$234,172 with District to cover District's estimated inspection costs and potential change orders in connection with this Agreement.

10. Agreement with Third Parties to Provide the Construction. If Miramar contracts with any third party to provide some or all of the construction of the Facilities, Miramar shall furnish District with a copy of the applicable contract(s). For the benefit of District, such contract(s) shall contain: (i) a compliance with laws provision similar to Section 4 above; (ii) a lien release provision similar to Section 6 above; (iii) an indemnification provision similar to Section 7 above; and (iv) other customary construction contract provisions.

11. Notice of Commencement. Miramar shall furnish written notice to District of construction commencement not less than 48 hours prior to such commencement. District and its representatives shall be given free access to the Project at any time during construction of the Facilities to allow for inspections by District.

12. Notice of Completion. Miramar shall furnish written notice to District of construction completion not more than 48 hours after such completion. District and its representatives shall be given free access to the Project at any time during and after construction of the Facilities to allow for inspections by District.

13. Acceptance of the Facilities by District. Upon completion of its post-construction inspections, District will notify Miramar of its inspection results. If District's inspection results are acceptable, in District's sole discretion, and Miramar has met his requirements under this Agreement, then District shall provide Miramar with written notice of District's acceptance of the Facilities. Prior to acceptance, Miramar shall also submit the original construction drawings corrected to reflect "as built" conditions and two copies of the "as built" plans. If District's inspection results are unacceptable, in District's sole discretion, or Miramar has failed to meet his requirements under this Agreement, then District shall provide Miramar with written notice of District's rejection.

14. Reimbursement by District. Upon acceptance of the Facilities pursuant to Section 13 above, Miramar shall provide the District with a complete cost accounting of the construction costs associated solely with the completion of the Facilities. Upon review and approval by the District's Board of Directors of the appropriateness of such costs, the District agrees to reimburse Miramar for the costs incurred by Miramar to construct a 6-inch and 12-inch force main instead of two 6-inch force mains and to perform necessary rerouting for the District's existing 8-inch force mains as shown in Exhibit A.

15. Miramar's Guarantees: Repair and Replacement. Miramar represents, warrants and guarantees that the materials and the workmanship to be used in the construction of the Facilities are and will be good and workmanlike and otherwise fully meet the requirements of this Agreement. Miramar hereby agrees to repair or replace, at Miramar's expense, the Facilities or any existing District facilities requiring repair or replacement as a result of a defect in the materials or workmanship provided by Miramar or a third party that becomes evident within one year after acceptance of the Facilities by District. Miramar acknowledges that the replacement of earth fill or backfill settled below the required surfaces shall be considered a part of such repair work, and any repair or surfacing that becomes necessary by reason of such settlement shall likewise be considered part of such repair work. Miramar shall make all repairs and replacements required by this Section 14 promptly upon the receipt of written notice from the District. If Miramar fails to make such repairs and replacement promptly, then District may perform the repairs or replacements and Miramar and Miramar's surety shall be liable to District for the cost of such repairs or replacements. Miramar shall maintain a warranty/guarantee in the amount of ten percent (10%) of the performance guarantee required pursuant to Section 5 above during the one (1)-year warranty period, for the purpose of ensuring that said repairs and replacements will be made.

16. District's Costs. If the amount deposited with District for inspection services as described under Section 9 above is not sufficient to cover District's costs in connection with this Agreement, Miramar shall promptly pay District the amount of the difference. If such amount deposited was more than District's costs in connection with this Agreement, District shall promptly refund Miramar the amount of the difference. After acceptance by District under Section 13 above and upon Miramar's written request, District shall furnish Miramar with a complete written accounting of District's costs in connection with this Agreement.

17. Additional Connections: Additional Applications and Fees. Nothing in this Agreement shall be construed to preclude District from allowing other properties from connecting to the Facilities. Nothing in this Agreement shall be construed to preclude District from requiring Miramar to make application to District for sewer service or from charging fees or costs associated with connecting the Facilities to District's sewers. Nothing herein contained is to be construed as eliminating the necessity for making application to the District for sewer service on the District's usual form provided for that purpose.

18. No Authority to Bind District to Maintenance. Nothing in this Agreement shall be construed or interpreted as giving Miramar or any third party the authority when obtaining any permits to bind or commit District to any continuing maintenance and/or repair of any excavation or trench made in or of the surface of any street, road, highway or easement. District will not accept the Facilities under Section 13 above if the construction of the Facilities is subject to any

condition or term that will impose on District any obligation for maintenance and/or repair of any such excavation, trench or surface.

19. Notices: Any notice required to be given under this Agreement shall be given in writing and mailed or delivered as follows:

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

To Miramar: Miramar Acquisition Co., LLC
101 The Grove Drive
Los Angeles, CA 90036

20. District's Right to Terminate this Agreement. In the event of a breach of any term or condition set forth in this Agreement or a third party contract contemplated by Section 10 above, District may, in its sole discretion, terminate Miramar's control over this Agreement and use any and all of its powers (including, without limitation, the powers set forth under California Health and Safety Code Section 6523.2).

21. Performance by District or Surety.

A. Should Miramar fail to construct the public improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if Miramar is not carrying out the intent of this Agreement, District may serve written notice upon Miramar and the surety on Miramar's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should District serve such written notice, District may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Facilities as Miramar's successor;

ii. District may construct the Facilities itself, or by contract, at Miramar's expense on a time and materials basis. In such event, District may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to Miramar as may be on the site of the work without liability to District. Miramar's surety will be liable to District for any excess cost of damages incurred by District.

C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy District may have under this Agreement or applicable law.

22. Integration; Waiver. There are no other agreements, understandings, representations or warranties by or among the parties with respect to the subject matter of this Agreement except as expressly set forth in this Agreement. This Agreement may only be amended or modified by a writing executed by each party to this Agreement. No waiver of or failure by any party to enforce a provision, covenant, condition or right under this Agreement (each, a "Right") shall be construed as a subsequent waiver of the same Right or waiver of any other Right. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. The waiver of any Right and any extension of time for performance or obligations or acts shall be effective only if made in writing.

23. Governing Law; Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. If suit is initiated against any party for any matter arising from or in connection with this Agreement, the venue for such action shall be in the Superior Court of the State of California in and for the County of Santa Barbara.

24. Dispute Resolution; Appeal; Attorney's Fees.

A. Disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with Public Contract Code ("PCC") § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

B. The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

C. The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Santa Barbara County Superior Court pursuant to PCC § 10240.12 within 30 calendar days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

25. Further Assurances. Each party agrees to execute, acknowledge and deliver such other and further documents as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

26. Successors and Assigns. This Agreement may not be assigned or otherwise transferred by Miramar without District's prior written consent. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal and legal representatives, successors and assigns.

27. Warranty of Authority. Each party represents and warrants to each other party that the person executing this Agreement on its behalf has full authority and power to execute and enter into this Agreement for that respective party. Upon its execution by each party, this Agreement shall be binding and enforceable according to its terms.

IN WITNESS WHEREOF, District and Miramar duly executed this Agreement as of the date first written above.

DISTRICT:

MONTECITO SANITARY DISTRICT

Date: August 28, 2017

By: 
President, Board of Directors

ATTEST

Date: August 28, 2017


Secretary, Board of Directors

MIRAMAR:

MIRAMAR ACQUISITION CO., LLC

Date: 8/22/2017

 CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES

On AUGUST 22, 2017 before me, ANGELA ANN BAILEY, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared ROBERT G. JOHNSON
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

PERFORMANCE BOND

Bond No. CMS0326101
Premium: \$11,328.00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Miramar Acquisition Co., LLC, hereinafter called
Principal and RLI Insurance Company, hereinafter called Surety, are jointly and severally held and firmly bound unto the Montecito Sanitary District, California,

hereinafter called Owner, in the penal sum of ONE MILLION ONE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED SIX AND 00/100 Dollars

(\$1,132,806.00) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto Owner. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Owner has awarded to Principal a contract for Sewer Facilities at 1555 South Jameson Lane;

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the Contract and any changes made as therein provided and shall indemnify and save harmless Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by Owner, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 8th day of August, 2017.

Seal
Miramar Acquisition Co., LLC
Principal
By _____
Signature

Seal
RLI Insurance Company
Surety
By *Susan M. Exline*
Signature Susan M. Exline, Attorney In Fact

6303 Owensmouth Avenue-10th Floor
(Surety's Mailing Address)
Woodland Hills, CA 91367
(818) 936-2832
(Telephone No.)

(Attach both Notarial Acknowledgement
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2017

Montecito Sanitary District Attorney
By _____
Montecito Sanitary District Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa)

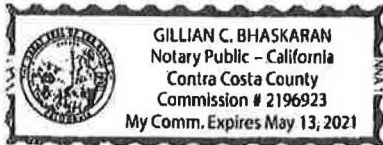
On August 8, 2017 before me, Gillian C. Bhaskaran, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Susan M. Exline
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Gillian C. Bhaskaran*
Signature of Notary Public Gillian C. Bhaskaran

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Kevin Re. Maureen O'Connell, Robert P. Wrixon, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, Susan M. Exline, Katherine Zerounian, jointly or severally

in the City of Lafayette, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of June, 2015.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

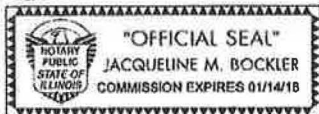
On this 2nd day of June, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 8th day of August, 2017.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0435280020212

A0058514



2019-0017040

Stewart Title Guaranty Company

Recorded		REC FEE	0.00
Official Records			
County of			
Santa Barbara			
Joseph E. Holland			
County Clerk Recorder			

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

08:00AM 30-Apr-2019 | MG
Page 1 of 17

18000110958
APNS: 009-371-007

**GRANT OF PERMANENT EASEMENT AND TEMPORARY EASEMENT FOR
SANITARY SEWER FACILITIES**

FOR VALUABLE CONSIDERATION Miramar Acquisition Co., LLC, a California limited liability company (“**Miramar**”), owner of that certain property located in the unincorporated area of the County of Santa Barbara, State of California legally described on Exhibit A attached hereto and incorporated herein by reference (the “**Miramar Property**”), DOES HEREBY GRANT TO: Montecito Sanitary District, a public entity corporate and politic organized in accordance with California Health and Safety Code Section 6400, *et seq.* (“**District**”):

1. **Permanent Easement (Easement Area 1)**. An exclusive easement in, on, over, under, and upon that certain portion of the Miramar Property legally described on Exhibit B attached hereto and shown on Exhibit B-1 attached hereto and incorporated herein by reference (“**Easement Area 1**”) for the following purposes:

- (a) the construction, installation, inspection, testing, operation, and placement into service by District’s agents, employees, contractors, and subcontractors (collectively with District, “**Authorized Users**”) of the public facilities for the collection and conveyance of wastewater from the Miramar Property as constructed on January 30, 2019 (the “**Facilities**”), and all other undertakings by Authorized Users that may be necessary to the completion of the Facilities and their placement into service as part of the District’s public sanitary sewer system;
- (b) use, operation, maintenance, and repair of the Facilities by Authorized Users following their completion and placement into service for the purposes and subject to the limitations set forth herein; and
- (c) following completion of the Facilities and their placement into service, the alteration, expansion, removal and replacement of the Facilities and the construction, installation, inspection, testing, operation, alteration, expansion, removal and replacement of additional equipment and facilities necessary to allow the District to fulfill its legal mandate to provide public facilities for the collection and conveyance of wastewater pursuant to California Health and Safety Code Section 6400, *et seq.* so long as, in each case, such use of Easement Area 1 is by Authorized Users subject to the requirements set forth herein and is (i) mandated by a regulatory agency with jurisdiction over the District

pursuant to applicable law; or (ii) reflects a change in the technology of such facilities the use of which has become standard industry practice in California.

2. Temporary Easement (Easement Area 2). A temporary, non-exclusive easement for the periodic repair, removal and replacement of the Facilities, including the right to place equipment and vehicles while engaged in work (but not, for the avoidance of doubt, parking or storage of vehicles routinely) and for all other activities and purposes necessary to perform and complete such periodic repair, removal and replacement in, on, over, under, through, along and across that certain portion of the Miramar Property legally described on Exhibit C and shown on Exhibit C-1 attached hereto and incorporated herein by reference (the “**Easement Area 2**”).

Miramar hereby agrees for itself and its successors and assigns not to erect, place or maintain, or to permit the erection, placement or maintenance of any building, structure, or other permanent surface or sub-surface improvements within the Easement Area 2 that would materially (i) restrict District's access to the Easement Area 2 or the Facilities and other equipment from time to time located therein; (ii) increase District's cost of installing, maintaining or repairing the Facilities, or (iii) otherwise interfere with District's exercise of its rights hereunder.

District shall have the right to enter onto the Easement Area 2 for the purposes set forth herein, and in addition shall have the right to (i) trim, cut or remove any landscaping or planting that may be situated within the Easement Area 2 and interfering with the use of the Easement Area 2 for such purposes; (ii) excavate portions of the Easement Area 2; provided, however, that use of the Easement Area 2 and any such work shall be made and performed in such a manner as is designed to result in the least possible damage to the Easement Area 2 and the least possible interference with or interruption of the use of the Miramar Property. District shall be liable to Miramar for all damages caused by District or other Authorized Users in the exercise of the rights granted hereunder and District and/or its Authorized Users shall restore the Easement Area 2 and the Miramar Property to as near the same condition as it was prior to the commencement of any such work.

[THE SIGNATURE IS ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Miramar has executed this Grant of Easement for Sanitary Sewer Facilities as of the date first written above.

MIRAMAR ACQUISITION CO., LLC,
a California limited liability company

By: *Robert Johnson*
Name: Robert Johnson
Its: CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

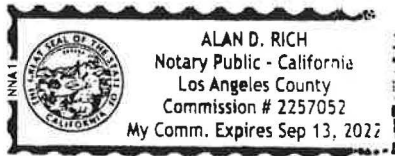
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 2-5-19 before me, Alan Rich, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Johnson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Alan Rich
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: 1-28-19
Number of Pages: _____ Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Johnson
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

Legal Description of Miramar Property

EXHIBIT A

LEGAL DESCRIPTION

North Merger Parcel:

Those portions of real property in the County of Santa Barbara, State of California described in the deed to Miramar Acquisition Co. LLC recorded April 5, 2012 as Instrument No. 2012-22150 of Official Records described as follows:

Beginning at the most southeast corner of Parcel Four as described in said Deed to Miramar Acquisition Co.;

Thence along the boundaries of Parcels Four, Three, Two, One, Five and Eight as described in said Miramar Acquisition Co. LLC deed the following courses and distances:

Thence 1st S. $81^{\circ} 52' 21''$ W., along the northerly line of the Union Pacific Railroad Right-of-Way (U.P.R .R.) 100 feet in width, as shown on Record of Survey filed in Book 28, Page 7 in the Office of the County Recorder of said County, 708.89 feet.

Thence 2nd N. $0^{\circ} 02' 21''$ E. leaving said U.P .R.R. Right-of Way 150.91 feet to a point in the centerline of Miramar Avenue (formerly known as Ocean View Avenue), 40 feet in width, per Book 1, Page 29 of Maps & Surveys fi led in the Office of the County Recorder of said County.

Thence along the centerline of said Miramar Avenue the following courses and distances:

Thence 3rd S. $80^{\circ} 59' 51''$ W., 242.03 feet;

Thence 4th S. $78^{\circ} 16' 37''$ W., 62.65 feet;

Thence 5th S. $73^{\circ} 18' 16''$ W., 145.93 feet;

Thence 6th S. $64^{\circ} 59' 00''$ W., 42.72 feet;

Thence 7th North, leaving the centerline of Miramar Avenue, 430.80 feet;

Thence 8th West, 100.36 feet;

Thence 9th North, 62.00 feet;

Thence 10th West, 139.86 feet to a point in the centerline of Eucalyptus Lane, 40 feet in width, as shown on Map of Surveys filed in Book 26, Page 53 of Records of Surveys in the Office of the County Recorder of said County;

Thence 11th North, along the centerline of Eucalyptus Lane, 139.66 feet.

Thence 12th East, leaving said centerline, 20.00 feet to a point in the sideline of said Eucalyptus Lane;

Thence 13th North along said Sideline 51.88 feet to the beginning of a curve concave southeasterly and having a radius of 22.00 feet;

Thence 14th northerly and northeasterly along the arc of said curve through a central angle of 107° 09' 11", an arc length of 41.14 feet to the southwesterly line of South Jameson Lane as described in the Relinquishment to Santa Barbara County recorded as Instrument No. 17969 in Book 1470, Page 395 of Official Records of said County;

Thence along said southwesterly line of Jameson Lane the following courses and distances:

Thence 15th S. 72° 50' 49" E., 207.74 feet;

Thence 16th S. 76° 19' 36" E., 103.33 feet;

Thence 17th S. 79° 47' 16" E., 114.84 feet to the southwesterly line of Jameson Lane as described in the Relinquishment to Santa Barbara County recorded as Instrument No. 28054 in Book 1778, Page 126 of Official Records of said County;

Thence along said southwesterly line of Jameson Lane the following courses and distances;

Thence 18th S. 69° 33' 19" E., 578.14 feet to the beginning of a curve concave northeasterly and having a radius of 2600.00 feet;

Thence 19th southeasterly along the arc of said curve through a central angle of 09° 36' 34", an arc length of 436.06 feet;

Thence 20th S. 0° 12' 21" W ., leaving the southwesterly line of said South Jameson Lane, 220.03 feet to the point of beginning.

Containing 12.794 acres, more or less.

South Merger Parcel:

That portion of real property in the County of Santa Barbara, State of California described in the deed to Miramar Acquisition Co. LLC recorded April 5, 2012 as Instrument No. 2012-22150 of Official Records described as follows:

Commencing at the most southeast corner of Parcel Four as described in said deed to Miramar Acquisition Co.;

Thence along the boundary of said Parcel Four the following courses and distances:

Thence S. 81° 52' 21" W., along the northwesterly line of the Union Pacific Railroad Right-of-Way (U.P.R.R.), 100 feet in width, as shown on Record of Survey filed in Book 28, Page 7 in the office of the County Recorder of said County 708.89 feet;

Thence S. 0° 02' 21" W ., leaving said northwesterly line of the U.P.R.R. Right-of-Way, 101.02 feet to the True Point of Beginning being a point on the Southeasterly line of said U.P.R.R. Right-of-Way;

Thence 1st N. 81° 52' 21" E., along said southeasterly line of the U.P.R.R. Right-of-Way, 498.59 feet;

Thence 2nd S. 0° 12' 21" W., 129.19 feet more or less to the mean high tide of the Pacific Ocean;

Thence along the mean high tide of the Pacific Ocean the following two courses and distances:

Thence 3rd N. 85° 27' 39" W., 87.12 feet;

Thence 4th N. 89° 57' 39" W., 406.31 feet to the intersection with the west line of the hereinabove referenced Parcel Four;

Thence 5th N. 0° 02' 21" E. along said west line of Parcel Four, 51.52 feet to the True Point of Beginning.

Note: The south line of this description intends to run to the mean high tide line of the Pacific Ocean. The bearings and distances used along the south line of this description are used to form a closed figure in the review process of this description.

Containing 43.184 square feet or 0.991 acres, more or less.

Easement Parcels:

Together with an easement for road purposes, public utilities and incidental purposes over the Northerly 20 feet of the land described and reserved by Paul Gawzner, et al., in the deeds recorded December 23, 1946 as Instrument No. 18903 in Book 718 Page 72, October 7, 1952 as Instrument No. 15696 in Book 1101 Page 304, December 24, 1952 as Instrument No. 20074 in Book 1118 Page 47 and recorded December 14, 1953 as Instrument No. 20027 in Book 1201 Page 146 of Official Records.

Together with a non-exclusive easement for maintenance, road for vehicular, pedestrian and disabled access and ingress and egress, parking, building encroachment and beautification over the following described land: Those portions of the Outside Pueblo Lands of the City of Santa Barbara, also being a portion of the Union Pacific Railway Company Right of Way, 100 feet wide, in the City of Santa Barbara, County of Santa Barbara, State of California described as follows:

STRIP NO. 1:

Beginning at the intersection of the Northerly line of said Union Pacific Railway Right of Way, 100 feet wide, with the most Easterly line of the Miramar Property shown on Map of Miramar Property made by F.F. Flournoy in the City of Montecito, County of Santa Barbara, recorded in Book 17, Page 152 of Maps in the office of the Recorder of said County; thence Southwesterly along the Northerly line of said railway right of way, South 81°52'21" West 782.02 feet to the Southeast corner of the tract of land described in Deed to Marion J. Fisher, recorded September 5, 1944, as Instrument No. 8798, in Book 619, Page 153 of Official Records, Records of said County; thence along the Southerly prolongation of the East line of said tract of land, South 0°02'21" East 35.36 feet to a line parallel with and distant 35.00 feet Southerly of the Northerly line of said railway right of way; thence Northeasterly along said parallel line, North 81°52' 21" East 781.91 feet to the most Easterly line of the Miramar Property; thence Northerly along said Easterly line, North 0°12'21" East 35.37 feet to the point of beginning.

STRIP NO. 2

Beginning at the Northwesterly corner of the land described in the Deed to J.D. Perry Francis, recorded December 23, 1946, in Book 718 Page 72 of Official Records, Records of said County; said corner lying on the Southerly line of said Union Pacific Railway Right of Way, 100 feet wide; thence Southwesterly along the Southerly line of said railway, South 81°52'21" West 485.81 feet to a point distant Northeasterly 719.00 feet along said Southerly right of way from the intersection of said Southerly right of way with the Easterly right of way line of Eucalyptus Lane, 40 feet wide; thence North 8°07'39" West 35.00 feet to a line parallel with and distant 35.00 feet Northerly of said Southerly line of said railway right of way; thence

Northeasterly along said parallel line, North $81^{\circ}52'21''$ East 485.81 feet; thence South $8^{\circ}07'39''$ East 35.00 feet to the Point of Beginning.

[End of legal description]

Exhibit B

Legal Description and Depiction of Easement Area 1

**EXHIBIT B
LEGAL DESCRIPTION
EASEMENT AREA 1**

That certain portion of real property located in the unincorporated area of the County of Santa Barbara, State of California, being a portion of Parcel 8 as described in the Grant Deed recorded April 5, 2012 as Document No. 2012-0022150 of Official Records of said County, more particularly described as follows:

BEGINNING at the northeasterly corner of said Parcel 8, being a point on the southerly line of South Jameson Lane as described in the document titled "Relinquishment of State Highway in the County of Santa Barbara, Road V-S, B-2-J", recorded September 18, 1960 in Book 1778, Page 126 of Official Records of said County; thence leaving said southerly line and along the easterly line of said Parcel 8,

- 1st South 0°12'21" West, a distance of 65.18 feet; thence, leaving said easterly line of Parcel 8,
- 2nd North 89°37'18" West, a distance of 8.18 feet; thence,
- 3rd North 77°01'55" West, a distance of 48.83 feet; thence,
- 4th North 12°58'43" East, a distance of 64.17 feet, more or less, to the aforementioned southerly line of South Jameson Lane, being the beginning of a non-tangent curve concave northerly, having a radius of 2,600.00 feet, a radial line from said beginning of non-tangent curve bears North 11°50'33" East; thence,
- 5th Easterly along said southerly line of said South Jameson Lane and along said non-tangent curve, through a central angle of 0°56'05" an arc distance of 42.42 feet to the **POINT OF BEGINNING**.

Contains 3,220 square feet, more or less.

Said land is shown on Exhibit B-1, attached hereto and by this reference made a part hereof.

Prepared by: Stantec Consulting Services Inc.
under the direction of:


Kenneth J. Wilson, PLS 7911

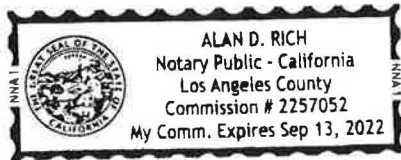


January 29, 2019
P.N. 2064141004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles }
 On 2-5-19 before me, Alan Rich
Date Here Insert Name and Title of the Officer
 personally appeared Robert G Johnson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Alan Rich
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement
 Document Date: 1-28-2019 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

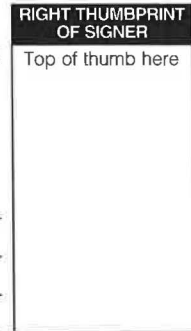
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



1/29/2019

GRANT DEED
PARCEL 8
2012-0022150, O.R.

SOUTH

JAMESON

LANE

S'LY LINE OF
BK. 1778, PG.
126 O.R.

N 11°50'33" E (R)

N 10°54'28" E (R)

$\Delta=0^{\circ}56'05"$
 $L=42.42'$
 $R=2,600.00'$

POB EASEMENT
AREA 1

EASEMENT
AREA 1

MONTECITO SANITARY DISTRICT
MIRAMAR LIFT STATION

LOT 1
TRACT No. 13,684
BK 154 PG 87
MAPS

EASEMENT
AREA 2

EASTERLY LINE
OF PARCEL 8

N 12°58'43" E 64.17'

S 0°12'21" W 65.18'

N 89°37'18" W 8.18'

N 77°01'55" W 48.83'



LEGEND

- BK BOOK
- O.R. OFFICIAL RECORDS
- PG PAGE
- POB POINT OF BEGINNING
- (R) RADIAL

AREA



EASEMENT AREA 1
3,220 SQUARE FEET ±

EXHIBIT B-1



111 East Victoria Street,
Phone: (805) 963-9532

Santa Barbara, CA 93101
Fax: (805) 966-9801

SCALE: 1" = 20'

COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

P.N. 2064141004

DWG: 141004exh_easmt_msd_miramar.dwg

PLOT DATE: 1/17/2019

Exhibit C

Legal Description and Depiction of Easement Area 2

**EXHIBIT C
LEGAL DESCRIPTION
EASEMENT AREA 2**

That certain portion of the real property located in the unincorporated area of the County of Santa Barbara, State of California, being a portion of Parcel 8 as described in the Grant Deed recorded April 5, 2012 as Document No. 2012-0022150 of Official Records of said County, more particularly described as follows:


BEGINNING at the southeast corner of Easement Area 1, separately described, said point being on the easterly line of said Parcel 8 lying distant South 0°12'21" West 65.18 feet from the northeasterly corner of said Parcel 8, being a point on the southerly line of South Jameson Lane as described in the document titled "Relinquishment of State Highway in the County of Santa Barbara, Road V-S, B-2-J", recorded September 18, 1960 in Book 1778, Page 126 of Official Records of said County; thence continuing along said easterly line,

- 1st South 0°12'21" West, a distance of 11.00 feet; thence, leaving said easterly line,
- 2nd North 89°37'18" West, a distance of 7.13 feet; thence,
- 3rd North 77°01'55" West, a distance of 50.20 feet; thence,
- 4th North 46°47'30" West, a distance of 14.87 feet; thence,
- 5th North 12°58'43" East, a distance of 66.99 feet, more or less, to the aforementioned southerly line of said South Jameson Lane, being the beginning of a non-tangent curve concave northerly, having a radius of 2,600.00 feet, a radial line from said beginning of non-tangent curve bears North 12°04'47" East; thence,
- 6th Easterly along said southerly line of said South Jameson Lane and along said non-tangent curve, through a central angle of 0°14'14" an arc distance of 10.77 feet to the northwest corner of Easement Area 1, separately described; thence, along the westerly and southerly lines of said Easement Area 1 the following three (3) courses,
- 7th South 12°58'43" West, a distance of 64.17 feet to the southwest corner of said Easement Area 1; thence, along the southerly line of said Easement Area 1,
- 8th South 77°01'55" East, a distance of 48.83 feet; thence, continuing along said southerly line,
- 9th South 89°37'18" East, a distance of 8.18 feet to said southeast corner of Easement Area 1, being the **POINT OF BEGINNING**.

Contains 1,370 square feet, more or less.

Said land is shown on Exhibit C-1, attached hereto and by this reference made a part hereof.

Prepared by: Stantec Consulting Services Inc.
under the direction of:


Kenneth J. Wilson, PLS 7911
January 29, 2019
P.N. 2064141004





1/29/2019

GRANT DEED
PARCEL 8
2012-0022150, O.R.

R=2,600.00'
L=10.77'
Δ=0°14'14"

JAMESON

S'LY LINE OF
BK. 1778, PG.
126 O.R.

LANE

Δ=0°56'05"
L=42.42'
R=2,600.00'

EASEMENT
AREA 1

NORTHEAST CORNER
PARCEL 8
2012-0022150, O.R.

MONTECITO SANITARY DISTRICT
MIRAMAR LIFT STATION

LOT 1
TRACT No. 13,684
BK 154 PG 87
MAPS

EASEMENT
AREA 2

EASTERLY LINE
OF PARCEL 8

POB EASEMENT
AREA 2

S 0°12'21" W
11.00'



14.87'
N 46°47'30" W

N 89°37'18" W 8.18'

N 77°01'55" W 48.83'

N 77°01'55" W 50.20'

7.13'
N 89°37'18" W

LEGEND

- BK BOOK
- O.R. OFFICIAL RECORDS
- PG PAGE
- POB POINT OF BEGINNING
- (R) RADIAL

AREA



EASEMENT AREA 2
1,370 SQUARE FEET ±

EXHIBIT C-1



111 East Victoria Street,
Phone: (805) 963-9532

Santa Barbara, CA 93101
Fax: (805) 966-9801

SCALE: 1" = 20'

COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

P.N. 2064141004


DWG: 141004exh_easmt_msd_miramar.dwg

PLOT DATE: 1/17/2019

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the PERMANENT EASEMENT AND TEMPORARY EASEMENT FOR SANITARY SEWER FACILITIES dated January 28, 2019, from MIRAMAR ACQUISITION CO., LLC, a California limited liability company, to the MONTECITO SANITARY DISTRICT is hereby accepted by the undersigned officer on behalf of the Board of Directors of the Montecito Sanitary District pursuant to the authority conferred by Resolution No. 1960-21 of said Board adopted on September 26, 1960, and the Grantee consents to the recordation thereof by its duly authorized officer.

Date:

By: 
Ellwood T. Barrett II, Secretary of the Board
Montecito Sanitary District

ACKNOWLEDGEMENT

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

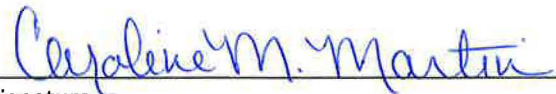
STATE OF California)

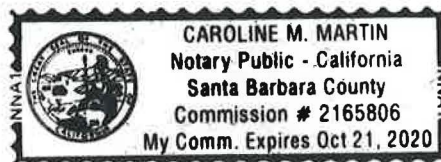
COUNTY OF Santa Barbara)

On March 29, 2019, before me, Caroline M. Martin, a Notary Public, personally appeared Ellwood T. Barrett, II, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature (Seal)





TRANSFER TAX AFFIDAVIT

NOTICE: ANY MATERIAL MISREPRESENTATION OF FACT IN THIS AFFIDAVIT IS A MISDEMEANOR UNDER SECTION 32-47 OF THE SANTA BARBARA COUNTY REAL PROPERTY TRANSFER TAX CODE. ANY PERSON WHO MAKES SUCH A MISREPRESENTATION IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

THE CLERK-RECORDER RESERVES THE RIGHT TO REPORT POTENTIALLY FRAUDULENT RECORDINGS TO THE DISTRICT ATTORNEY'S REAL ESTATE FRAUD UNIT.

1. LOCATION OF PROPERTY: Assessor's Parcel Number: 009-371-007
Street Address: 1595 S. JAMESON AVE SANTA BARBARA
Describe the document(s) to be recorded: GRANT OF EASEMENT

2. IS THIS A TRANSFER INTO OR OUT OF A TRUST? Yes No (If yes, complete this section. If no, proceed to #3.)
- a. Is this transfer solely to reflect a change of trustee? Yes No (if yes, sign at bottom of page 2. If no, proceed to #2b.)
- b. Is this to/from a revocable trust wherein the trustors/settlors are the grantors/grantees? Yes No (if yes, sign at bottom of page 2. If no, proceed to #2c.)
- c. Is this a transfer for refinancing purposes only? Yes No (if yes, sign at bottom of page 2. If no, proceed to #2d.)
- d. Is there any consideration for this transfer, such as a sale to or from a trust? Yes No (If yes, proceed to #9. If no, proceed to #3)

3. IS THIS AN INTERSPOUSAL TRANSFER?
 Yes No (If yes sign at the bottom of Page 2. If no, proceed to #4.)

4. IS THIS A FORECLOSURE OR A TRUSTEE'S SALE?
 Yes No (If yes, complete this section. If no, proceed to #5.)
- a. Is the transferee the Beneficiary or Mortgagee?
 Yes No (If yes, complete this section. If no, proceed to #5.)
- b. Please provide Name of Trustee _____
Date of original deed of Trust _____
- c. Enter the amount of consideration paid or value and on line 9a \$ _____

5. IS THIS A GIFT IN WHOLE OR IN PART?
 Yes No (if yes, give a complete explanation and **sign both as Donor and at the bottom of Page 2.** If no, proceed to #6.)

Name of Transferor/Donor: _____

Name of Transferee/Donee: _____

Please be aware that certain gifts in excess of \$14,000 per calendar year may trigger a Federal Gift Tax. In such cases, the Transferor (donor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service. Please also be aware that information stated on this document may be given and used by governmental agencies, including the Internal Revenue Service.

I, as the Transferor (Donor) _____, declare under the penalty of perjury, that I have read the aforementioned paragraph and acknowledge that a Federal Gift Tax may be triggered.

Donor Signature _____
Donor Phone Number

6. IS THIS A NON-OIL AND GAS LEASE?

Yes No (If yes, complete this section. If no, proceed to #7.)
If this is an Oil and Gas Lease, a Mineral Deed or Assignment of Oil and Gas Lease, the document is subject to tax, REGARDLESS OF THE TERM OF THE LEASE. Proceed to #9.

- a. Is remaining term of lease including renewal options greater than 35 years? Yes No
- b. If yes, submit a copy of lease or summary or terms
- c. Enter the value of the lease interest and on line 9a (for tax calculation) \$ _____

7. IS THIS A TRANSFER GIVEN TO SECURE A DEBT?

Yes No (If yes, complete this section. If no, proceed to #8.)

- a. If adding or removing a co-owner for refinancing purposes, please initial _____
"The proportional ownership interest will revert back to its original holding within one (1) month from the date of recording; otherwise I will pay the applicable transfer tax."
- b. If removing a co-owner for refinancing purposes, please initial _____ and explain in #8 a. below.

8. DO YOU CONTEND THAT NO TRANSFER TAX IS DUE FOR A REASON NOT EXPLAINED IN #1-7?

Yes No (If yes, complete this section. If you are paying tax, proceed to #9.)

- a. If yes, explain the exemption of R & T Code section 11911 or section 11930 below:

(1) The nature of this transaction; and

GRANT OF EASEMENT

(2) The reason why you contend no transfer tax is due (Use additional papers if necessary and attach copies of records or documents supporting your claim.)

Transfers involving legal entities must provide:

- Articles of Incorporation, Operating Agreement of an LLC, or Partnership Agreement
- Provide the names of individuals and specific percentages held by each individual both prior to and following this transfer.

9. TAXABLE TRANSACTIONS (No tax due if value or consideration is less than \$100.00.)

Complete the following and calculate the tax below:

- a. Consideration paid or value \$ _____
- b. Full Cash Value Less Liens
- c. If less liens, loan amount assumed \$ _____
- d. Total consideration or value less liens (Line A – Line C) \$ _____
- e. Tax Due, calculate tax as \$0.55 per \$500 of Line D \$ _____

Example: \$100,000 value / \$500 increments = 200
200 increments X \$0.55 = \$110 in tax due

I DECLARE OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Transferee Transferor OR Agent of Transferee or Agent of Transferor

[Signature]
Signature

JEFF KREUEGER
Print Name

525 N Brand Blvd Glendale CA 91205
Address

818-502-2
Phone Number

Check here if address in Question #1 is the same as the claimant's mailing address

Glendale Los Angeles CA.
Place of Execution (City, County, State where executed)

2-8-19
Date of Execution



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: August 26, 2021

TO: Board of Directors

FROM: Carrie Poytress, Engineering Manager

SUBJECT: Caltrans Highway 101 HOV Lanes Project – Project Update

SUMMARY: MSD Staff are working with Flowers & Associates to relocate a sewer main to comply with Caltrans requirements for the Caltrans Highway 101 HOV Lanes project – Phase 4D

PROGRESS:

1. MSD Staff, Board President Johnson and Miramar Resort team met on Thursday, July 29 to discuss the proposed project and potential impacts to Miramar Operations.
2. MSD Staff received the draft Miramar Lift Station Pump Capacity Analysis Tech Memo from Flowers & Associates on August 4. MSD staff have reviewed and provided comments for finalizing the tech memo.
3. Flowers & Associates incorporated the Caltrans roadway design documents and MSD Staff's feedback from the July 29 meeting with Miramar to provide graphics depicting three distinct alignment alternatives for further evaluation.
4. MSD Staff attended a meeting with the Caltrans Coordinator on August 10 to discuss feasibility of the three potential relocation alignments. Caltrans coordinators will be confirming construction constraints with Caltrans.

NEXT MILESTONES:

1. Evaluate and select preferred alignment for final design
2. MSD to submit to Caltrans for their review 65% relocation and abandonment plans in December 2021.

Fiscal Impact – Design Services for \$177,806; construction costs will be estimated as part of the design project. Construction costs were included in the Fiscal Year 2021-2022 budget and estimated to be around \$1 million. The District may need a temporary construction and/or permanent easement to reroute the sewer main. Once the final alignment has been selected, MSD Staff can begin estimating the costs of any temporary or permanent easements needed to complete the work.

Public Notice – No notice required for this design phase.

Previous Related Action –

- July 22, 2021 – The Board directed Counsel to investigate any legal limitations on the future use of the Miramar lift station.
- May 27, 2021 – The Board authorized a contract with Flowers & Associates
- April 2, 2021 – 3 proposals received
- March 12, 2021 – RFP Issued

Project Milestones: MSD staff and Flowers & Associates held the project kick-off meeting on June 23, 2021.

Goals and Objectives – To meet the Caltrans requirement to relocate the existing sewer main to avoid interference with the proposed Oak Creek Bridge widening.

Environmental Determination – Categorically exempt by CEQA.

Analysis – Justifications – Flowers & Associates have been working on two critical elements of the preliminary design phase of the sewer main relocation: verifying the Miramar Lift Station capacity and evaluating potential freeway crossing alignments for the relocation of the 12” sewer main. The Miramar Lift Station technical memorandum (Tech Memo) will examine the existing and proposed operation of the Miramar Lift Station to determine if the existing pumps and wet well can accommodate the proposed re-directed flows from Posilipo Lift Station. While pumping capacity must manage increased wet weather flows from infiltration and inflow during storm events, low flows during dry weather and low usage can cause additional operational problems at the Miramar Lift Station and septicity issues at the treatment plant. High hydrogen sulfide levels, which are toxic to operators and cause odors in the collection system, are one of the most significant issues associated with low flows. MSD Staff have devoted significant time to adjust the pump operations and mitigate the impacts from lower than expected flows. The Tech Memo will evaluate the effects of receiving the re-directed flows from Posilipo Lift Station.

MSD Staff, Board President Johnson and Miramar Resort Representatives met at Miramar Resort on July 29 to discuss the project. Based on feedback from Miramar Resort representatives at the July 29 meeting, MSD Staff requested Flowers & Associates to prepare graphics showing approximations for two alternate alignments for further investigation and evaluation. Miramar Resort representatives were concerned with the alignment initially proposed because it would require construction outside of the District’s easement and potentially impact valet operations. Agreeing that there might be a potential alignment on the east side of Miramar Lift Station, MSD Staff requested Flowers and Associates develop graphics to present two potential additional alignments. Although the other two alignments meet Caltrans relocation requirements and the initial intent of the project, they present their own opportunities and challenges, as outlined below:

Alternative 2 – 12” Sewer Main Crossing Hwy 101 at Hixon Road, entering Miramar Lift Station from HOA

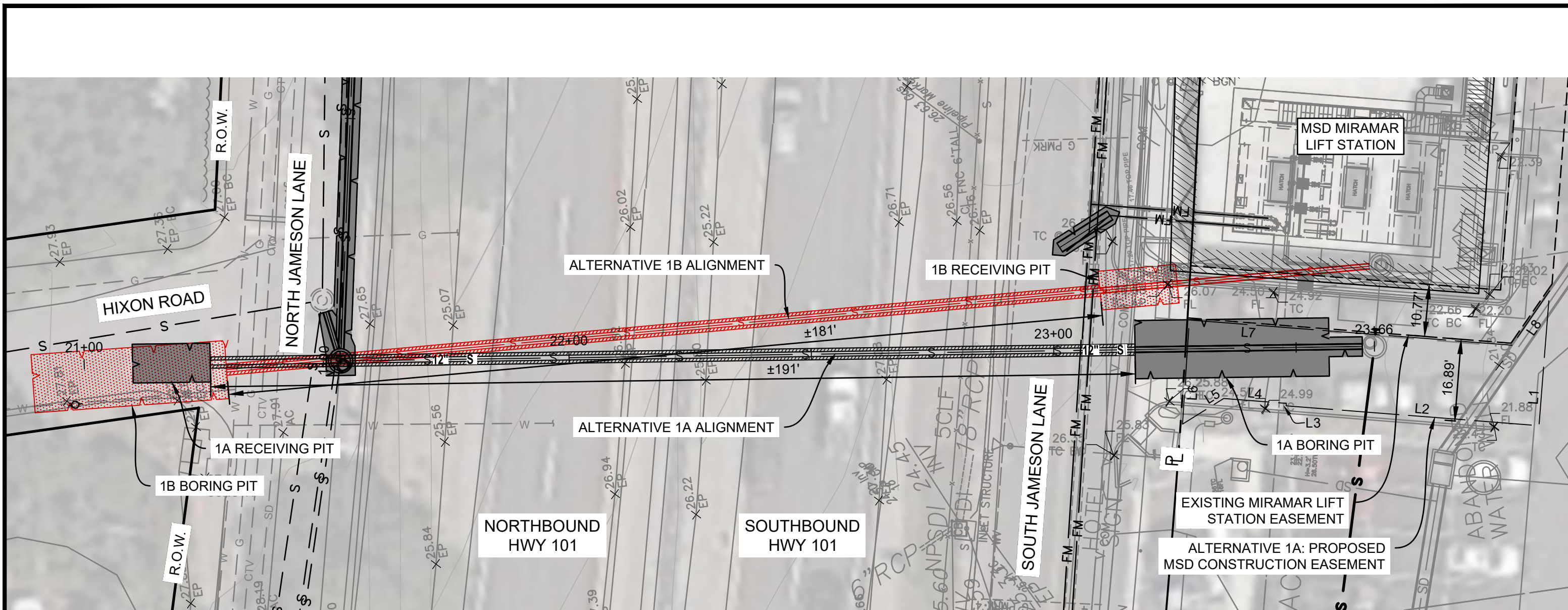
Opportunities	Challenges
Flow is redirected from Posilipo Lift Station and minimizes low flow issues at Miramar Lift Station	Requires real property acquisition for new permanent easement on neighboring Homeowners Association (HOA) property (<i>cost and schedule</i>)
Construction at Hixon Road is within County Right-of-Way (ROW)	Construction will require coordination third parties - SCE due to proximity to power pole, Home Owners Association for construction within temporary and permanent construction easements (<i>schedule</i>)
	Angle of approach for relocated sewer main may require additional Caltrans approval
	Location of manhole adjacent to lift station will be difficult for future operation and maintenance
	Will require coordination with Miramar Resort to get equipment down to worksite (<i>schedule</i>)
	Unclear if design can be completed within Flowers & Associates contract amount (<i>cost</i>)

Alternative 3 – 12” Sewer Main Crossing Hwy 101 at Posilipo, outside of Caltrans Setback

Opportunities	Challenges
Can be constructed from County ROW to County ROW, which limits third-party involvement (<i>schedule</i>)	Wet weather flows, and future sewer main extensions will directly impact Posilipo Lift Station and will require future capacity improvements for Posilipo lift station and forcemains (<i>cost</i>)
All new District assets located in County ROW	Missing opportunity to reduce low flow issues at Miramar Lift Station which will leave higher operation and maintenance level of effort (<i>cost</i>)
	Coordination with homeowners near receiving pit
	Not scoped within existing Flowers & Associates contract (<i>cost</i>)

OTHER DEPARTMENTS INVOLVED: Collections

ATTACHMENTS: Potential Sewer Main Relocation Alignments



GENERAL NOTES:

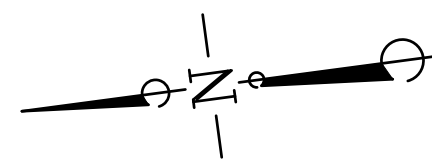
A. THE ALIGNMENTS HEREON ARE APPROXIMATE AND ARE BASED ON BEST AVAILABLE INFORMATION, HISTORICAL SURVEYS, AS-BUILTS, OUR EXPERIENCE WITH SIMILAR CONSTRUCTION, AND SITE SPECIFIC INPUT FROM AN EXPERIENCED JACK AND BORE CONTRACTOR.

B. JACK AND BORE:

- SCHEDULE: DEPENDENT ON BORE PACE, WHICH IS DEPENDENT ON GEOLOGICAL MATERIAL ENCOUNTERED. EST. 3-5 WEEKS.
- PIT WIDTHS: DUE ANTICIPATED UTILITY INTERFERENCE IN THE VICINITY, PIT WIDTHS MAY NEED TO BE NARROWER THAN STANDARD. THESE MINIMIZED WIDTHS ALLOW FOR PLACEMENT OF PLATES ALONG ROADWAY SURFACE OUTSIDE OF CONSTRUCTION HOURS SO THAT TRAFFIC PATTERNS CAN RESUME UNINTERRUPTED IN THE EVENINGS.

DIMENSIONS SHOWN THIS SHEET: BORING PITS = 40' LONG X 12' WIDE
 RECEIVING PITS = 16' LONG X 8' WIDE

C. ROAD CLOSURES: PITS ARE LOCATED SUCH THAT ROAD CLOSURES, IF NECESSARY, WOULD BE LIMITED TO 1 LANE (1 LANE OF TRAFFIC WOULD BE FLAGGED DURING CONSTRUCTION).



SCALE: 1" = 20'

**MSD SEWER RELOCATION HIGHWAY 101
 CROSSING ALIGNMENT EXHIBITS
 ALTERNATIVE ALIGNMENTS 1A (PRIMARY) &
 ALTERNATIVE ALIGNMENT 1B
 COUNTY OF SANTA BARBARA, CALIFORNIA**

 CIVIL ENGINEERING • PLANNING CONSTRUCTION ENGINEERING	FLOWERS & ASSOCIATES, INC. 201 N. Calle Cesar Chavez, Suite 100 Santa Barbara, CA 93103 Telephone (805) 966-2224	
	SHEET 1 OF 3	W.O. 21026



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 26, 2021
TO: Board of Directors
FROM: Bradley Rahrer, General Manager
PREPARED BY: Rico Larroude, Acting Operations and Maintenance Manager
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 \$23,430.98 to replace one of the 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. MSD staff spoke with the manufacturer who explained that these are expected get seven to ten years of useful life before replacement. The two grinders were last replaced with similar units in 2015.

Through their normal inspections and preventative maintenance, MSD Staff heard unusual sounds coming from the grinder. When staff were able to isolate and inspect the grinder on July 20, they observed that the grinder has reached the end of its useful life and is ready for replacement.

Fiscal Impact – Staff planned to replace the grinders in the next fiscal year budget (FY22-23), however, due to the accelerated deterioration, which staff believe was sustained during the debris flow, this item is being prioritized for replacement in the current fiscal year (FY21-22). There are sufficient funds in the Capital Improvement Program Scheduled and Emergency Replacement line item to accommodate the amount of the purchase order for the replacement. Staff will include in the next Fiscal Year budget (FY22-23) funds to replace the second Influent Channel Grinder.

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:

ATTACHMENTS: Proposal from JWC Environmental – 8/10/21



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 549-4007

Customer: 5015735
 Perry Cabugos
 Montecito Sanitary District
 1042 Monte Cristo Ln
 Santa Barbara, CA 93108-2809
 US - UNITED STATES

Quote Number: 61343RevB
Quote Date: 08/10/2021
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO One Way
Shipping & Handling included in the price
Grinder Serial #: S015859-2-2

805-448-5502

pcabugos@montsan.org

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 Monster 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 Motor Type Electric Less Motor Less Reducer Less 1FT Ext Shaft Paint Epoxy Green ***** Grinder SN: TBD	1	\$22,795.00	\$22,795.00
34017	INTERLOCK COUPLING 1-1/2 BORE 4140	3	\$144.45	\$433.35
30016-0002	LOVEJOY CPLG ASY 1.125 X.750 L095 BUNA	1	\$59.43	\$59.43
30017-0011-001	COUPLING INTERLOCK, 1-1/4 BORE	1	\$143.20	\$143.20
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total **\$23,430.98**
Tax
Total **\$23,430.98**



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

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, tax exemption certificate.
2. Please note there will be a 20% restocking fee on all returned items.
3. Lead time may vary depending on parts availability.
4. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
5. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

**JWC Environmental Inc
Erik Martinez
Customer Service**



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 61343RevB**

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) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

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 ½% 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 Sellers 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.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

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

MANAGER'S REPORT

For the Regular Board Meeting of

August 26, 2021

8. DISTRICT OPERATIONS AND MAINTENANCE

A. Information Items

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

B. Agreements to be Signed

None

C. Operations and Maintenance Reports

For the period of August 2, 2021 through August 15, 2021

WASTEWATER TREATMENT PLANT STATISTICS FOR DURATION: 13 DAYS

Flows	8.405 MG	0.600 MGD avg.
Hypochlorite used	1,784 Gal	127 Gallons day, avg.
Bisulfite used	715 Gal	51 Gallons day, avg.
Effluent T.S.S.		3.6 mg/L avg.
Effluent CBOD ₅		2.6 mg/L avg.
BAC-T		< 2.0 MPN/100mL median
Rainfall	0.00 inches	

SLUDGE DISPOSAL - LOAD AND DISPOSAL BY ENGEL & GRAY

<u>Load Date</u>	<u>Total Haul in pounds</u>	<u>Total haul in Tons</u>
8/5/2021	35,880	17.94
<u>Totals:</u>	<u>35,880 pounds</u>	<u>17.94 Tons</u>

PLANT OPERATIONS

- No violation of the NPDES permit during this reporting period.
- Operated the belt press for a total of 6 hours.
- No after-hours call-outs this period.
- Staff members Felix & Rizo attended CWEA Tri-State conference.

PLANT MAINTENANCE

- Performed routine inspections and maintenance of District Buildings and Equipment.
- Assisted contractors with Boardroom remodel project.
- Inspected and troubleshot malfunctioning pump #1 at Bonnymede Lift Station.

COLLECTIONS

- No public sewer system overflows this reporting period.
- 1 private sewer system overflow this reporting period.
- Linear Feet Cleaned: 21,637 ft, 4.09 Miles
- Collection staff after hours call out for basket request at 556 Santa Rosa Lane.

LABORATORY

During this 14-day period the Laboratory Manager and Operators assigned to the Laboratory performed the following activities:

- Collected 82 samples
- Ran 122 tests plus 35 duplicate tests for NPDES permit compliance and process control
- Performed 18 calibrations on laboratory equipment and 320 quality control checks
- Sent 3 samples to our contract lab for NPDES-required monthly testing (Oil & Grease, Ammonia and Total Organic Carbon)