



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

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

BOARD PACKET

For the Board Meeting of

Wednesday, February 8, 2023

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AGENDA

For the Regular Meeting of the Board on:

February 8, 2023

The regular meeting of the Governing Board will begin at **12:00 p.m. on February 8, 2023** in the District's Board Room at 1042 Monte Cristo Lane.

The public may attend the meeting in person or participate remotely via Zoom using the following virtual meeting details:

By visiting: <https://us02web.zoom.us/j/86118975917>

Or by calling: 1-669-900-6833

Meeting ID: 861 1897 5917

1. CALL TO ORDER

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. AGENDA CHANGES/DELETIONS

2. PUBLIC COMMENT

Public comment is **limited to 3 minutes** and is at the discretion of the Board President. For further instructions, see please see [Instructions for Public Comment](#) on the District's website.

3. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRESENTATION

It is recommended that the Board receive a presentation from Charlotte Holifield of the California Special Districts Association.

4. CONSENT CALENDAR

The following items are to be approved or accepted by vote on one motion unless a Board member requests separate consideration:

- A. Payables from January 1, 2023 through January 31, 2023
- B. Remote Meetings Resolution Adoption – Resolution 2023-963
- C. Board Meeting Minutes of January 11, 2023
- D. Board Meeting Minutes of January 18, 2023
- E. Board Meeting Minutes of January 27, 2023

5. CLOSED SESSION

A. LABOR NEGOTIATIONS (GOVERNMENT CODE § 54957.6)

A. PUBLIC COMMENT

Public comment on closed session item(s).

B. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE § 54957.6)

Name of District Negotiator to Attend Closed Session: John Weigold, General Manager

Name of Employee Organization: Service Employees International Union (SEIU) Local 620

6. REPORT FROM CLOSED SESSION

7. DISTRICT BUSINESS ITEMS

A. LABOR NEGOTIATIONS (GOVERNMENT CODE § 54957.6)

Update on labor negotiations between District and Service Employees International Union (SEIU) Local 620 for represented staff. Discussion and consideration of a recommendation to approve a Memorandum of Understanding between the Montecito Sanitary District and Service Employees International Union, Local 620.

B. AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC.

It is recommended that the Board consider:

- i) Authorizing the General Manager to execute Amendment No. 3 of the Professional Services Agreement with MNS Engineers, Inc. for additional engineering services in the amount of \$39,828 related to the Highway 101 Sewer Crossing Relocation Project; and
- ii) Authorizing the General Manager to approve expenditures of up to \$3,982 (10%) as a change order allowance for any necessary changes in scope of work.

C. REMOTE MEETINGS PRESENTATION

It is recommended that the Board discuss, consider and receive a presentation from the District's General Legal Counsel Aleks Giragosian and the District Administrator Stephen Williams on the rules and regulations regarding remote meeting participation.

D. DISTRICT RESERVE POLICY

It is recommended that the Board discuss and consider the draft Reserve Policy for use in future District budgets and the upcoming rate study and provide direction to staff.

E. EASEMENTS (DISTRICT RIGHT-OF-WAYS)

It is recommended that the Board discuss and consider actions for structures built on District Easements/Right-of-Ways.

8. GENERAL MANAGER’S REPORT

General Manager John Weigold will provide informational, nonactionable updates regarding matters before the District.

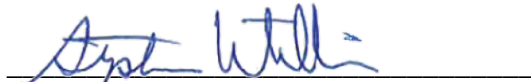
9. ITEMS FOR FUTURE AGENDAS

The next regularly scheduled Board meeting will be held on March 8, 2023 at 12:00 pm.

10. ADJOURNMENT

The Montecito Sanitary District has resumed in-person meetings in accordance with the Brown Act. In accordance with the State of Emergency declaration issued on March 4, 2020 by the Governor of the State of California in response to COVID-19 and Government Code 54953(e), the District also provides alternative methods of remote participation which permit members of the public to observe and address public meetings remotely via telephone or Zoom. These methods of participation can be accessed through the internet link provided at the top of this agenda.

This agenda was posted on the District website, and at the Montecito Sanitary District Bulletin Board in accordance with the requirements of the Brown Act. Attested by:



Stephen Williams
District Administrator/Clerk of the Board

ADA – The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's programs, services or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 969-4200. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements



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BOARD LIST OF PAYABLES

<u>CHECK DATE</u>	<u>SUMMARY & TYPE</u>	<u>BATCH TOTAL</u>
01/13/2023	ACCOUNTS PAYABLE	152,182.02
01/27/2023	ACCOUNTS PAYABLE	67,635.21
	Subtotal	\$ 219,817.23
01/27/2023	CAPITAL IMPROVEMENT PROJECTS	86,222.00
	Subtotal	\$ 86,222.00
01/08/2023	PAYROLL	87,238.87
01/22/2023	PAYROLL	81,134.15
	Subtotal	\$ 168,373.02
	<u>TOTAL</u>	<u>\$ 474,412.25</u>

*All Invoices were reviewed and approved by Department Managers

**All Invoices and Payments were reviewed and approved and checks signed by the General Manager

***Board Treasurer, Edwin Martin, approved all payables by email prior to check mailing

Check History Report
Sorted By Check Number
Activity From: 1/13/2023 to 1/13/2023
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: B OPERATING CASH (MBT)

Check Number	Check Date	Name	Check Amount	Description
0000028062	1/13/2023	805 INDUSTRIAL SUPPLY, LLC	792.84	Disposable Gloves for Operations
0000028063	1/13/2023	ACWA/JPIA	28,967.33	Medical/Dental/Life Insurance Premium-January
0000028064	1/13/2023	AMAZON CAPITAL SERVICES	660.37	Wall Calendars, Weekly Planners, Daily Diaries, Pens
0000028065	1/13/2023	A-OK POWER EQUIPMENT-SB	17.52	Pull Rope for Small Pumps
0000028066	1/13/2023	AUTOZONE, INC	18.97	Vehicle Parts
0000028067	1/13/2023	BARTLETT, PRINGLE & WOLF, LLP	1,757.00	Annual Financial Audit Services-November
0000028068	1/13/2023	BIG GREEN CLEANING COMPANY	3,960.00	Shampoo Carpets, Machine Scrub Vinyl Floors and Janitorial Services-January
0000028069	1/13/2023	CANON FINANCIAL SERVICES INC	316.71	Canon Copier Lease Payment-January
0000028070	1/13/2023	CINTAS CORPORATION #684	831.15	Uniforms, Towels, Floor Mats-Cleaning/Rental-December
0000028071	1/13/2023	COLANTUONO, HIGHSMTIH & WHATLEY, PC	4,263.00	Legal Services-December
0000028072	1/13/2023	COMPUVISION COMMUNICATIONS	862.50	Semi Annual Spam Filtering, IT services-December
0000028073	1/13/2023	CSRMA	35,097.00	Workers Compensation Insurance Premium 7/22-7/2023
0000028074	1/13/2023	DLT SOLUTIONS, LLC	1,232.55	Annual AutoDesk Single User Subscription
0000028075	1/13/2023	DOCU PRODUCTS	161.13	Copier Maintenance Agreement-January
0000028076	1/13/2023	ENGEL & GRAY, INC	8,748.03	Biosolids Hauling, Bin Rental-December
0000028077	1/13/2023	FAMCON PIPE & SUPPLY, INC	1,355.03	Gate Valves for WWTP
0000028078	1/13/2023	FED EX	32.81	Overnight Express Agreement to Legal Counsel
0000028079	1/13/2023	FISHER SCIENTIFIC	398.41	Lab Testing Supplies
0000028080	1/13/2023	GLS COMPANIES	750.00	Landscape Services-December
0000028081	1/13/2023	GRAINGER	762.38	Manhole Ladder, Conduit Connectors, Flashlight, Plant Maintenance Materials
0000028082	1/13/2023	HARRINGTON INDUSTRIAL PLASTICS	396.53	PVC Piping and Fittings Restock
0000028083	1/13/2023	IDEXX DISTRIBUTION, INC	1,976.77	Lab Testing Supplies
0000028084	1/13/2023	LIEBERT CASSIDY WHITMORE	1,955.00	SEIU Labor Negotiations Legal Counsel
0000028085	1/13/2023	MONTECITO BANK & TRUST	1,870.15	Microsoft Teams, Staff Lunch Supplies, Vehicle Fuel, Membership Dues, Shipping of CCTV Camera
0000028086	1/13/2023	MCCORMIX CORP	1,806.28	Replenish Plant Diesel Storage Tank, Vehicle Fuel 12/15-12/31/22
0000028087	1/13/2023	MCMASTER-CARR SUPPLY COMPANY	435.37	Plant Maintenance Materials
0000028088	1/13/2023	MOUNTAIN SPRING WATER	147.20	Bottled Drinking Water, Cooler Rental-December
0000028089	1/13/2023	MONTECITO WATER DISTRICT	617.19	Water Service-December
0000028090	1/13/2023	OILFIELD ENVIRONMENTAL & COMPLIANCE	1,411.75	Outside Lab Analyses-December/January
0000028091	1/13/2023	PARKSON CORPORATION	6,788.25	Diffusers for ABS
0000028092	1/13/2023	PAYCHEX OF NEW YORK, LLC	321.00	Payroll Services-December
0000028093	1/13/2023	PERRY FORD MAZDA	540.00	Vehicle Parts
0000028094	1/13/2023	PITNEY BOWES GLOBAL FINANCIAL	143.84	Quarterly Postage Meter Lease Payment
0000028095	1/13/2023	PLUMBERS DEPOT, INC	2,004.50	Sewer Hose w/ Wood Reel for Vac-Con
0000028096	1/13/2023	PRIORITY SAFETY SERVICES	750.00	Repair of Handheld Multi-Gas Meter
0000028097	1/13/2023	PURETEC INDUSTRIAL WATER	149.92	Water Softener Sodium Tank Exchange
0000028098	1/13/2023	QUINN COMPANY	3,231.64	Generator Maintenance for Lift Station 1 & 4
0000028099	1/13/2023	RED WING BUSINESS ADVANTAGE	225.00	Boot Allowance-Kearney
0000028100	1/13/2023	RINGCENTRAL, INC.	693.11	Phone Service-December
0000028101	1/13/2023	SAFEGUARD BUSINESS SYSTEMS	127.28	Nameplates for Weigold and Ohlmann
0000028102	1/13/2023	SANTA BARBARA CO. CLERK-RECORDER	26.00	Agreement Recording Fee
0000028103	1/13/2023	S B HOME IMPROVEMENT CENTER	33.24	Latch for Lift Station 1
0000028104	1/13/2023	SOUTHERN CALIFORNIA EDISON CO	14,419.02	Electric Service 11/23-12/22/22
0000028105	1/13/2023	STANDARD INSURANCE COMPANY	1,604.87	Short/Long Term Disability Insurance Premium-January
0000028106	1/13/2023	STAPLES BUSINESS CREDIT	748.98	Office Supplies, Kitchen Supplies

0000028107	1/13/2023	STREAMLINE	310.00	Website Hosting-January
0000028108	1/13/2023	TAFT ELECTRIC COMPANY	880.00	On-Call Electrical Services at Lift Station
0000028109	1/13/2023	TOTAL COMPENSATION SYSTEMS	2,790.00	GASB 75 Full Valuation
0000028110	1/13/2023	UNIVAR SOLUTIONS	11,777.78	Sodium Hypochlorite/Bisulfite Chemicals
0000028111	1/13/2023	UNDERGROUND SERVICE ALERT	97.50	50 New Dig Alert Tickets-December
0000028112	1/13/2023	LOS ANGELES TRUCK CENTERS, LLC	535.58	Vac-Con Cut-off Switch
0000028113	1/13/2023	VENTURA AIR CONDITIONING CO.	799.80	Maintenance and Belt Replacement of Lab HVAC
0000028114	1/13/2023	WICK BOILER SERVICES, INC	1,583.74	Modify, Re-Pipe Heating Boiler
0000028116	1/27/2023	ACME ANALYTICAL SOLUTIONS	481.18	Acetate Buffer Solution - Analyzer Chemical
0000028117	1/27/2023	AT&T MOBILITY	202.63	Standby Cellphone and Lift Station 4 Data Port-January
0000028118	1/27/2023	BOYD & ASSOCIATES	390.00	Quarterly Security Alarm Monitoring Services
0000028119	1/27/2023	CINTAS	243.41	Replenish First Aid Supplies
0000028120	1/27/2023	COMPUVISION COMMUNICATIONS	1,820.00	Cloud Backup and NetAlert Managed Services-February
0000028121	1/27/2023	CORT	44.00	Deed Report-December
0000028122	1/27/2023	COX BUSINESS	160.39	Wireless Internet Services-January
0000028123	1/27/2023	CALIFORNIA WATER ENVIRONMENT	190.00	Staff Certification Renewals
0000028124	1/27/2023	DATCO SERVICES CORPORATION	126.75	Quarterly DATCO Services
0000028125	1/27/2023	DOCU PRODUCTS	95.23	Copier Maintenance Agreement-February
0000028126	1/27/2023	ECLIPSE MAPPING & GIS	7,498.31	EOS Arrow Gold Kit with Demo Unit
0000028127	1/27/2023	FISCHER COMPLIANCE LLC	598.00	Waste Discharge Requirements Training
0000028128	1/27/2023	FRONTIER	709.05	Phone Service for Lift Stations and WWTP-January
0000028129	1/27/2023	GLOBAL DIVING & SALVAGE, INC	9,727.00	Annual Outfall Inspection
0000028130	1/27/2023	GRAINGER	381.95	Fence Post Driver, Aluminum Roof Repair
0000028131	1/27/2023	HARRINGTON INDUSTRIAL PLASTICS	333.57	Plant Maintenance Materials
0000028132	1/27/2023	LIEBERT CASSIDY WHITMORE	1,997.50	SEIU Labor Negotiations Legal Services-December
0000028133	1/27/2023	MARBORG INDUSTRIES	898.65	Refuse Disposal/Recycling-December
0000028134	1/27/2023	MCCORMIX CORP	295.20	Vehicle Fuel 01/01-01/15/23
0000028135	1/27/2023	MCMaster-CARR SUPPLY COMPANY	598.24	Hydrated Lime, Strut-Mount Routing Clamps
0000028136	1/27/2023	PACIFIC RIM AUTOMATION INC.	1,731.00	Troubleshoot Lift Station 4 SCADA System
0000028137	1/27/2023	JOSHUA PEREZ	353.53	Coll System Maint Tech I, Training Manual Reimbursemen
0000028138	1/27/2023	PRICE POSTEL & PARMA	1,188.00	Employment Law Services-December
0000028139	1/27/2023	PURETEC INDUSTRIAL WATER	74.40	Water Softener Sodium Tank Exchange
0000028140	1/27/2023	QUINN COMPANY	1,450.25	Plant Generator Preventative Maintenance
0000028141	1/27/2023	RINGCENTRAL, INC.	697.08	Phone Service for Admin/Trmt/Coll-January
0000028142	1/27/2023	ROLLINS, CAROLE	1,468.36	TNI Conference Travel Expense Reimbursement
0000028143	1/27/2023	SOCAL GAS	778.02	Gas Services-December
0000028144	1/27/2023	TAFT ELECTRIC COMPANY	1,100.00	On-Call Electrical Services for Lift Station 4
0000028145	1/27/2023	T-MOBILE	20.00	Wireless Data Port for UF/RO-January
0000028146	1/27/2023	TRI-CO REPROGRAPHICS	50.58	Record Drawings for Sewer Main Extensions
0000028147	1/27/2023	UNIVAR SOLUTIONS	31,529.05	Sodium Bisulfite and Hypochlorite Chemicals
0000028148	1/27/2023	WICK BOILER SERVICES, INC	403.88	Service Call from Lab Boiler
			<u>219,817.23</u>	

Check History Report
Sorted By Check Number
Activity From: 1/1/2023 to 1/31/2023
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: G CAPITAL IMPROVEMENT CASH (MBT)				
Check Number	Check Date	Name	Check Amount	Description

0000001371	1/27/2023	SAM HILL & SONS, INC	86,222.00	CIP No. C002-Potholing of existing sewer mainline
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Bank G Total: 86,222.00

Report Total: 153,857.21

RESOLUTION NO. 2023-963

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTECITO SANITARY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE MONTECITO SANITARY DISTRICT FOR THE PERIOD OF 30 DAYS PURSUANT TO THE BROWN ACT PROVISIONS.

WHEREAS, the Montecito Sanitary District (“District”) is a sanitary district duly organized and existing pursuant to the Sanitary District Act of 1923 codified in Health & Safety Code section 6400 et seq.; and

WHEREAS, the District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s governing body are open and public, as required by the Ralph M. Brown Act, codified in California Government Code section 54950 et seq. (“Brown Act”), so that any member of the public may attend, participate, and watch the District’s governing body conduct their business; and

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

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

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution No. 2021-935, on September 30, 2021, finding that the requisite conditions exist for the Board of Directors of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

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

WHEREAS, emergency conditions persist in the jurisdiction of the District, specifically, a State of Emergency remains active as proclaimed by Governor Gavin Newsom’s Proclamation of a State of Emergency dated March 4, 2020; and

WHEREAS, State and Local Officials have imposed and recommended social distancing measures and allowing legislative bodies to meet via teleconferencing to avoid risks to the health and safety of members of the public who would like to participate in meetings of the legislative bodies; and

WHEREAS, the Board of Directors does hereby find that Governor Gavin Newsom's Proclamation of State of Emergency and Social Distancing Orders and other conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the jurisdiction of the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California and ratify State and Local orders for social distancing; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the District's governing body shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District shall continue to provide notice as otherwise required by the Brown Act of all public meetings.

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

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

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the jurisdiction of the District and proclaims that a local emergency persists throughout the jurisdiction of the District and allowing remote access and participation in the District's board meetings will reduce health and safety risks to attendees.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) **March 9, 2023**, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the Montecito Sanitary District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Montecito Sanitary District this 8th day of February 2023, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

(SEAL)



Board President
Ellwood Barrett

ATTEST:

Clerk of the Board
Stephen Williams



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MINUTES

For the Regular Meeting of the Board on:

January 11, 2023

1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 12:02 pm on Wednesday, January 11, 2023. The meeting was also broadcast using Zoom teleconferencing.

ATTENDANCE

Board Members Present:

Director Hogan, Director Johnson, Director Martin, Director Ohlmann, and President Elwood Barrett

Board Members Absent:

None

Also Present and Participating:

John Weigold, MSD General Manager
Stephen Williams, MSD Clerk of the Board & District Administrator
Aleks Giragosian, Colantuono, Highsmith & Whatley, PC

2. PUBLIC COMMENT

No members of the public were present or addressed the Board.

3. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRESENTATION

Charlotte Holifield was unable to make it to the District as a result of the heavy rainfall. This item will be continued to a future Board meeting.

3A. ADDITION OF EMERGENCY PUMP REPLACEMENT ITEM ON AGENDA

ON MOTION by Director Martin, Seconded by Director Hogan, the Board authorized the addition of an Emergency Pump Replacement item on Item 6C due to the heavy rainfall that occurred on January 9th. This is based on the premise that i) the need exists to take action immediately and ii) the need for the action came to the attention to the District after the District posted its agenda.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett
NAYS: None
ABSTAIN: None
ABSENT: None

4. CONSENT CALENDAR

ON MOTION by Director Hogan, Second by Director Johnson, the Board voted to approve the Consent Calendar containing the following items:

- A. Payables from December 1, 2022 through December 31, 2022
- B. Remote Meetings Resolution Adoption – Resolution 2023-962
- C. Meeting Minutes from Special Board Meeting of December 2, 2022
- D. Meeting Minutes from General Board Meeting of December 8, 2022
- E. Meeting Minutes from Special Board Meeting of December 9, 2022

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett
NAYS: None
ABSTAIN: None
ABSENT: None

5. COMMITTEE REPORTS

- Directors Johnson and Hogan gave a summary of the Joint Strategic Planning meeting held on December 20, 2022.

6. DISTRICT BUSINESS ITEMS

A. DISTRICT RESERVE POLICY

The Board received a presentation from District Administrator Stephen Williams on the various reserve types and amounts for consideration of adoption by the District. The Board directed staff to come back to the Board at the next General Board Meeting with a funding analysis for an Operations and Maintenance Reserve Fund and a Capital Projects Reserve Fund.

B. DISTRICT EASEMENTS (DISTRICT RIGHT-OF-WAYS)

The Board discussed and considered actions for structures built on District Easements/Right-of-Ways and directed staff to develop a plan to identify, and report on, potential violations or encroachments for further consideration.

C. EMERGENCY PUMP REPLACEMENT

ON MOTION by Director Hogan, Seconded by Director Barrett, the Board voted to authorize the General Manager to execute a purchase order up to \$35,000 for the emergency replacement of a treatment plant pump that was damaged during the heavy rainfall of early January.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett
NAYS: None
ABSTAIN: None
ABSENT: None

7. **GENERAL MANAGER’S REPORT**

The Board received an informational, nonactionable update from General Manager John Weigold on relevant matters currently facing the District.

8. **CLOSED SESSION**

A. **LABOR NEGOTIATIONS (GOVERNMENT CODE § 54957.6)**

Update on labor negotiations between District and Service Employees International Union (SEIU) Local 620 for represented staff.

Reportable Action: None

9. **ITEMS FOR THE NEXT AGENDA**

The next regular Board meeting will be held on February 8th, 2023 and may include the following topics:

- a. Right-of-Ways Update
- b. Purchasing Policy
- c. Director Compensation
- d. Recycled Water Machine
- e. Addressing violators hooked up to the system

10. **ADJOURNMENT**

The meeting adjourned at 3:38 pm ON MOTION by Director Hogan, Seconded by Director Martin.

These minutes were presented for approval at the General Board Meeting on February 8, 2023.

Ellwood Barrett, President

Minutes taken and prepared by:

Stephen Williams
District Administrator/Clerk of the Board



Montecito Sanitary District

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

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

MINUTES

For the Special Meeting of the Board on:

January 18, 2023

1. **CALL TO ORDER**

The Governing Board of the Montecito Sanitary District (MSD) convened a special meeting of the Board at 9:25 am on Wednesday January 18, 2023. The meeting was also broadcast using Zoom teleconferencing.

ATTENDANCE

Board Members Present:

Director Hogan, Director Johnson, Director Martin, and President Elwood Barrett

Board Members Absent:

Director Ohlmann

Also Present and Participating:

John Weigold, MSD General Manager
Stephen Williams, MSD District Administrator
Bryce Swetek, MSD Engineering Manager

2. **PUBLIC COMMENT**

No members of the public were in attendance or addressed the Board.

3. **REGULAR BUSINESS**

- A. The Board received a presentation from staff regarding the background behind the need for an amendment to a professional services agreement with Rincon Consultants, Inc. for the San Ysidro Roundabout Sewer Relocation project.

ON MOTION by Director Barrett, Seconded by Director Hogan, the Board voted to approve Amendment #1 to the Professional Services Agreement with Rincon Consultants, Inc. for the San Ysidro Roundabout Sewer Relocation project.

AYES: Directors Hogan, Johnson, Martin, and Barrett
NAYS: None
ABSTAIN: None
ABSENT: Director Ohlmann

4. **CLOSED SESSION**

A. **PUBLIC COMMENT**

No members of the public were in attendance or addressed the Board.

B. LABOR NEGOTIATIONS (GOVERNMENT CODE § 54957.6)

Name of District Negotiator to Attend Closed Session: John Weigold, General Manager

Name of Employee Organization: Service Employees International Union (SEIU) Local 620

Reportable Action: None

Note: President Ellwood Barrett left during Closed Session as he had another commitment.

5. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a General Meeting of the Board on February 8, 2023 at 12:00 pm.

Topics may include, but are not limited to, the following:

- Purchasing Resolution Discussion

6. ADJOURNMENT

The meeting adjourned at 12:35 p.m. ON MOTION by Director Johnson, Seconded by Director Hogan.

These minutes were presented for approval at the General Board Meeting on February 8, 2023.

Ellwood Barrett, President

Minutes taken and prepared by:

Stephen Williams
District Administrator/Clerk of the Board



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 Special Meeting of the Board on:

January 27, 2023

1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District (MSD) convened a special meeting of the Board at 4:06 pm on Friday January 27, 2023. The meeting was also broadcast using Zoom teleconferencing.

ATTENDANCE

Board Members Present:

Director Hogan, Director Johnson, Director Martin, Director Ohlmann, and President Elwood Barrett

Board Members Absent:

None

Also Present and Participating:

John Weigold, MSD General Manager
Stephen Williams, MSD District Administrator
Bryce Swetek, MSD Engineering Manager
Ricardo Larroude, MSD Collections & Maintenance Superintendent
Marco Felix, MSD Chief Plant Operator/Treatment Superintendent

2. PUBLIC COMMENT

No members of the public were in attendance, or addressed the Board.

3. EMERGENCY BUSINESS

A. EMERGENCY CONTRACTS RESOLUTION ADOPTION – RESOLUTION 2023-962

The Board received a presentation from staff on the various emergency projects identified after the federally declared disaster related to the early January rainfall.

ON MOTION by Director Hogan, Seconded by Director Martin, the Board voted to adopt Resolution 2023-962 – Authorizing Emergency Contracts.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett
NAYS: None
ABSTAIN: None
ABSENT: None

4. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a General Meeting of the Board on January 11, 2022 at 12:00 pm.

- Policy – Hiring Notification to the Board
- Analyze – Salary/Merit Increases

5. **ADJOURNMENT**

The meeting adjourned at 5:24 p.m. ON MOTION by Director Hogan, Seconded by Director Martin.

These minutes were presented for approval at the General Board Meeting on February 8, 2023.

Ellwood Barrett, President

Minutes taken and prepared by:

Stephen Williams
District Administrator/Clerk of the Board



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MONTECITO SANITARY DISTRICT STAFF REPORT – 7A

DATE: February 8, 2023
TO: Board of Directors
FROM: John Weigold, General Manager
Stephen Williams, District Administrator
SUBJECT: Discussion and consideration of Approval of a Memorandum of Understanding with the Service Employees International Union (SEIU), Local 620

RECOMMENDATION

Staff recommends that the Board discuss and consider approving a Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), Local 620.

DISCUSSION

The District negotiating team, working closely with the District's Board of Directors has completed negotiations with Service Employees International Union (SEIU), Local 620. The draft MOU (Attachment 1) is attached for the Board's review, along with the proposed salary schedule (Attachment 2).

FISCAL IMPACT

If adopted this MOU will require a Budget Revision at a later Board Meeting date to true up the difference between the agreed upon economic factors and what was factored into the original Fiscal Year 2022-23 Budget.

ATTACHMENTS

1. Memorandum of Understanding with SEIU, Local 620
2. Proposed District Salary Schedule – Fiscal Year 2022-23

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1. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum of Understanding (MOU); to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the MOU.

The District has promulgated and maintained an Employee Handbook. That Handbook remains in effect, however if any provision of this MOU directly contradicts the Employee Handbook, the provision of this MOU shall prevail. In the event that the District desires to change the employee handbook it shall provide the Union with advanced notice and an opportunity to meet and confer over wages, hours, or terms and conditions of employment.

2. RECOGNITION

The provisions of this Memorandum of Understanding (MOU) have been adopted by approval of the District's Board of Directors on February 8, 2023. The provisions of this MOU constitute a collective bargaining agreement between the Montecito Sanitary District, hereinafter referred to as "District" and Service Employees International Union ("SEIU"), Local 620, hereinafter referred to as "Union."

Pursuant to applicable State laws, Montecito Sanitary District hereby recognizes the Service Employees International Union, Local 620 as the certified majority representative of the employees in the General Bargaining Unit. The term "employee" or "employees" as used herein shall refer only to full-time employees employed by the District (excluding, part-time, temporary or extra help) as well as such classes of employees as may be added to the unit hereafter through the provisions of the District's Employer-Employee Relations Resolution and applicable State law. The Union agrees to provide the District's General Manager with a list of Union officers and representatives who are authorized to meet and confer in good faith. In addition, the Union shall provide a list of stewards who can post materials on behalf of the Union. These lists shall be kept current by the Union.

3. RIGHTS OF THE PARTIES

A. EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of District-Employee relations including wages, hours and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District but may not enter into any arrangements that are contrary to, modify or abridge any understanding reached between the

District and the Recognized Employee Organization certified as exclusive representative for the unit in which the individual is included. Neither the District nor any employee organization shall interfere with, intimidate, restrain, coerce or discriminate against any District employee because of his exercise of Employee Rights hereunder.

B. District Rights.

The rights of the District shall include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment, promotion and transfer; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job descriptions and specifications; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such rights does not preclude employees or their representatives from bargaining impacts with the General Manager about the practical consequences that decisions on these matters may have on wages, hours, benefits, and other terms and conditions of employment.

Before implementing any decisions to contract out work or to transfer work out of the unit, the District shall notify the Union and upon request, meet and confer and bargain the impacts of such decision on the employees' terms and conditions of employment, to the extent such terms and conditions are within the scope of representation.

For purposes of this agreement, "contracting out work" refers to situations in which the District decides to contract out or transfer work out of the unit, which results in the layoff, reduction in hours or otherwise directly impacts the wages, hours, benefits, or other terms and conditions of employment. Furthermore, "contracting out work" shall also refer to situations in which vacant bargaining unit positions are contracted out or transferred out of the unit.

The District reserves the right to take whatever action may be necessary in an emergency situation; however, a Recognized Employee Organization affected by the action shall be notified promptly of any such emergency action which affects matters within the scope of representation.

4. UNION SECURITY

A. Payroll Deductions:

It is agreed that the District will deduct the dues, fees, insurance premiums and Committee of Political Education ("COPE") contributions of employees represented by the Union who have authorized said deductions in writing on forms prescribed by the Union, and will transmit all such monies to the Union. The written authorization for approved Union programs and the amount of dues or fees deducted from pay checks shall be changed by the District upon written request of the Union when authorized in advance by the employees.

B. Maintenance of Membership:

All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during the last pay period in January of each year.

The District will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above. Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and to the District during the resignation period.

C. New Employee Orientation:

The District will provide the Union with a list of any new hired employees in the bargaining unit within fifteen (15) days of appointment. The District will provide a Union Representative (understood not to be a District employee but instead a professional representative employed by SEIU) an opportunity to provide the employee an orientation to the information regarding the benefits and obligations of union membership. Such presentation shall not exceed thirty (30) minutes in duration.

D. Maintenance of Benefits:

Except as set forth in this Memorandum of Understanding, and unless the Union agrees to reopen negotiations on a particular bargaining subject, the District and the Union agree that there shall be no changes during the life of this Memorandum of Understanding in the wage rates, benefits, or other terms and conditions of employment subject to the meet and confer process established by this Memorandum of Understanding, except by mutual agreement of the parties, or as required by Federal or State law or regulations. The District agrees to meet and confer with the Union on discretionary matters where mandatory changes in Federal or State law would significantly affect terms and conditions of employment within the scope of representation for employees covered by this Memorandum of Understanding.

The District shall notify the Union of any proposed change in District Rules, Regulations, Ordinances or Resolutions on subjects which are beyond the scope of the meet and confer process, but the practical application of which directly affects employees represented by the Union. The District agrees to meet and consult with the Union on any such proposals, upon request of the Union.

The District agrees to provide the Union with the names, department name, job class, title, and worksite location for all employees within Union represented units quarterly upon request from the Union. The District agrees to provide the Union with District e-mail addresses for represented employees and to update the list quarterly upon request from the Union.

5. UNION ACCESS, REPRESENTATION & RELEASE TIME

Union representatives shall have access to represented employees for purposes of Union business on District premises, during the employees' lunch breaks, before and after work shifts, at locations designated by the District. Said representatives shall in no way disrupt the business of the District during such visits.

The District agrees that authorized Union staff representatives shall be given access to work locations during working hours to observe working conditions. Such visits are to be made with the prior knowledge of the General Manager and a management representative may accompany the Union staff member during the visit. The Union shall provide the District with a list of staff members and shall keep the District informed of any changes.

The District and the Union agree that Union officers and representatives will be allowed to participate in meetings with District management on District time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits. It is agreed that not more than two (2) union members will be permitted to participate in official union negotiations with District representatives and that such time be compensated as regular paid time. Not more than two (2) hours off with pay per bargaining session shall be provided to such union members for preparation for bargaining subject to District approval.

6. BULLETIN BOARDS

A bulletin board provided by the Union shall be made available to Union representatives to post information related to Union business. The location shall be readily available to all represented staff.

7. SEVERABILITY CLAUSE

Should any provision of this MOU be held inoperative, void or invalid by any court of competent jurisdiction, by any federal or state legislative or regulatory enactment, the remaining provision of this agreement will not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such provision. The parties' shall endeavor in good faith to reach agreement. If agreement is not reached, any changes from this reopener shall be subject to impasse resolution.

The waiver of any breach, term or condition of the MOU by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

8. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age and marital status, disability, national origin, religious affiliation, sexual orientation, or Union membership or non-membership.

9. LABOR/MANAGEMENT COLLABORATION

The District and Union desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. Further, it is the goal of the District and the Union to provide an opportunity for represented employee and management to promote mutually beneficial relationship through the productive resolution of issues at the department level.

To accomplish these goals, the District and the Union agree that upon the request of either party the General Manager and represented employee (s) will meet to discuss and attempt to resolve issues. The General Manager will involve appropriate personnel as necessary.

10. CONCLUSIVENESS OF AGREEMENT

The provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

This Agreement sets forth the full understanding of the parties regarding the matters set forth herein. Any prior Board resolution or ordinance, agreement between the parties, or any agreement between an employee (or group of employees) and a supervisor/manager, which is inconsistent with provisions of this Agreement, is hereby superseded.

11. TERM AND RENEWAL

The District and the Union agree that the term of this agreement shall commence following membership ratification and Board adoption, and ending three years after ratification, February 8, 2026. It is further agreed that the term of this agreement may be extended by mutual agreement.

12. NO STRIKE OF LOCKOUT CLAUSE

The District and the Union agree that during the term of this agreement the District will not lock-out employees; "Lockout" is defined as the District bars its union represented employees from entering the workplace until a labor dispute is resolved.

The District and the Union agree the Union and represented employees shall not take part in any type of strike (including secondary or sympathy strikes), sick-out, slow down, work stoppage, any other work action, or other concerted activity of any kind which will result in curtailing or restricting District services during the term of this Agreement. The Union agrees not to sanction, encourage, or support any such strikes, work actions, or other concerted activity during the term of this Agreement.

13. INTRODUCTORY PERIOD

The Introductory Period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of adaptation and performance, and to determine whether the new position meets the mutual expectations of the new hire and the District.

All new and rehired employees work on an introductory basis for the first 12 months after their date of hire.

14. ANNIVERSARY DATES

Anniversary date is defined and applied as follows:

- A. Vacation or Longevity Pay (*see Section IV, pages 15 & 16*): For purposes of computing vacation and longevity pay allowances, the employee's anniversary date will be the starting date of the employee's introductory period.
- B. Performance Review: A new employee's anniversary date is the starting date of the introductory period. If, at the end of the introductory period, the employee is certified for regular employment, which shall include a salary increase, the effective date of such regular employment becomes the anniversary date for annual performance review purposes.
- C. Promotional Reclassification: When an employee receives a promotional reclassification, the effective date of that reclassification becomes the anniversary date for performance review purposes. At the end of the promotional reclassification introductory period, which shall include a salary increase, the effective date of reclassification becomes the anniversary date for annual performance review purposes.

If, at the end of the introductory period in the new classification, the employee is not certified for regular assignment in the new classification and reverts back to the prior classification, the anniversary date for performance review purposes also reverts back to what it was prior to the promotional reclassification. (In this instance, if the former anniversary date fell within the introductory period for the higher level job, annual review for salary adjustment will be authorized at the time the employee is returned to the former level).

15. COST OF LIVING ADJUSTMENT OF WAGES AND SALARIES (COLA)

Effective the first pay period beginning after July 1 2022 (Pay Period Ended 7/24/2022) there shall be an across-the-board pay increase for all Union Represented Employees of 5.5%. In subsequent years of this MOU, effective in July of each year, there shall be a cost-of-living adjustment ("COLA") based on the U.S. Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, CA report for the 12-month period ending on March 31st. Any such COLA shall not be less than 2% and not more than 5%, and shall become effective the first pay period beginning after July 1, and shall apply to the Union Represented Employees pay and other pay-based benefits. The District's adopted salary schedule for Union Represented Employees upon adoption of this MOU is attached as Appendix A.

Effective the first pay period beginning after adoption of this MOU Union Represented Employees who were employed with the District from 3/14/2020 through 3/11/2022 and did not have more than 4 months of leave, will receive a one-time hero payment of \$1,250.

16. PERFORMANCE APPRAISAL PROGRAM

Every employee will receive a written Employee Performance Report (EPR) from his/her supervisor immediately prior to the completion of any Introductory Period and annually thereafter on or near the employee's anniversary date of employment or of any change in position. Semi-annual progress evaluations may be conducted and discussed with each employee.

The EPR will be discussed by employee and supervisor to cover principal strengths, principal weaknesses, and suggestions for improvement. When employee is eligible for merit increase or promotion, the supervisor shall make a recommendation to the General Manager.

Any EPR which is less than satisfactory will result in the employee becoming ineligible for merit increase, and the employee will be subject to re-evaluation in 3-6 months.

Upon completion, the EPR will become a part of the employee's official personnel file.

17. PROMOTIONS, TRANSFERS AND DEMOTIONS

A. Definitions

A promotion is defined as a move up in pay grade and position responsibilities and skills; a transfer is defined as a lateral move within the same pay grade; and, a demotion is defined as a move to a lower pay grade position having lesser responsibilities and/or required skills. In the event of a promotion, demotion or transfer, an employee's anniversary date will be adjusted to conform to the date of the promotion, demotion or transfer, and annual EPR will be tied to the new anniversary date.

B. Promotions

It is the District's desire to promote from within the organization whenever it is operationally efficient and appropriate based on the skills, knowledge and other competencies of employees in light of vacant position requirements and in contrast to external qualified applicants. At the time of promotion, the employee shall receive no less than a typical step increase. The effective date of the reclassification becomes the anniversary date for EPR purposes, but such change will not alter the employee's hire/seniority date.

C. Transfers

Generally, an employee who requests or agrees to a transfer to a similar position with the same or a different department is given preference over external applicants, provided the employee is equally or better qualified, and whose work performance has been exemplary. In order to be eligible for a transfer, an employee must have successfully completed a minimum of 12 months of continuous employment in their current position, unless the managers involved in the transfer mutually agree to waive this requirement. An employee on a Performance

Improvement Plan or disciplinary action shall not be considered for transfer unless approved in advance by the General Manager.

D. Demotions

Demotions may occur when the District determines that they are necessary or appropriate, based on either performance or disciplinary reasons. Demotions may be voluntary or involuntary but in either case the affected employee will be provided with advance notice of the change of classification. However, the District reserves the right to determine, on an individual basis, how a demotion will affect pay and under what circumstances it is in the best interests of the District to demote an employee.

18. EMPLOYEE RECORDS

The District maintains files of current and former employees for up to four years from the date of separation from employment, and restricts disclosure of employee files only to authorized individuals.

Consistent with California Labor Code Section 1198.5, employees shall have access to their personnel records.

Employees shall have the right to have commendations placed in their file upon request.

19. OUTSIDE EMPLOYMENT

Employees may engage in work outside their regular work schedule at the District, provided this work does not detract from their job performance, is not harmful to the District's best interests, and does not present a conflict of interest with their employment at the District.

Any outside employment or business activity must be considered secondary to employment with the District and outside employment or business activity that creates a conflict of interest is prohibited. Employees cannot work for a service provider of the District.

Employees must discuss any outside work or business activities with their department manager prior to submitting a written request to engage in outside employment through the District Administrator and final approval by the General Manager to ensure that a conflict of interest will not arise.

The District's Workers' Compensation Insurance will not pay for illness or injury arising from any outside employment or outside business activity.

Employees who are unable to maintain acceptable performance standards while engaged in any outside employment or business activity may be subject to corrective action, up to and including discharge.

20. SEPARATION OF EMPLOYMENT

Separation of employment can be either voluntary or involuntary and may be initiated either by the employee or the District.

a. Voluntary Separation

When an employee resigns, the separation is considered voluntary. Regular status employees are requested to give advance written notice, including all of the reasons for the resignation, to their supervisor/manager.

b. Involuntary Separation/Discharge

An involuntary separation/discharge is one that is initiated by the District for any reason other than a reduction in force.

c. Job Abandonment

If an employee is absent without authorization and/or fails to contact their supervisor, manager, District Administrator or the General Manager for three (3) consecutive workdays, the District will consider the employee to have abandoned his/her position, and a separation of employment will be processed as a voluntary resignation. Unauthorized absences and absences without advanced approval or notice to the District for any number of missed work days/shifts will be subject to verifiable and acceptable proof of the need for such absence at the sole discretion of the General Manager.

Extraordinary circumstances which prevent employees from returning to work will be considered on a case by case basis and subject to appeal at the sole discretion of the General Manager.

d. Final Pay

All accrued and vested pay that is due and payable will be paid upon separation of employment such as final hours worked and unused vacation, unused personal leave time and compensatory time off hours. The employee's final pay will be paid on the next payday following the processing of the normal pay period.

e. Return of District Property

It is the responsibility of any separating employee to return all property issued by the District to him/her at any time during employment that has not previously been returned to the District. All such property, including any keys, uniforms, identification badge, laptop computer, manual, documents, and other items that the employee may have in his/her possession, must be returned within (5) days of the last day of work.

21. REDUCTION IN FORCE / LAYOFF

A layoff is an involuntary termination that is initiated by a unanimous vote of the Board of Directors, as a result of reorganization, position elimination, declining operations/lack of work, or lack of funds and not otherwise caused by the affected employee. Layoffs will be determined by position(s). The decision to lay-off employees is at the sole discretion of the District. In evaluating which similarly situated employees will be laid-off, the District will consider operational necessity and employee seniority at the District.

Notification to Employee: Employees to be laid off shall be given at least ninety (90) calendar days prior notice.

The District agrees to consult with the Union when technological or economic changes occur which result in layoffs or would significantly affect the employees covered by this Memorandum of Understanding. The District shall also provide the Union with a designation of classes affected, the number of positions in the affected classes and an abstract of the employees in the classes affected by the layoff at least ninety (90) calendar days prior to the effective date thereof.

22. COMPENSATION AND TIMEKEEPING

a. Base Salary Table

The base salary table for all bargaining unit classifications is attached as Exhibit A to this MOU.

b. Step Increases

The Base Salary Table establishes a five-step range of compensation. The employee's EPR as well as time in service at the current step will determine granting of a step increase. Step increases may be granted upon recommendation of the employee's manager and approval by the General District Manager.

23. WORK SCHEDULES, WORK WEEK AND HOURS OF WORK

The District's usual office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m., whereas Plant and Field employee general work hours are from 7:00 a.m. to 3:30 p.m. All employees are expected to be at their work locations at the start of their scheduled shifts, ready to engage in the performance of their work. Scheduled work hours are determined by District management and subject to change based on the operational needs of the District. Absent emergency circumstances, the District will provide affected employees with advance notice of any change to their work schedule..

The hours for regular full-time employees are generally 40 hours per week, eight (8) hours per day. The District's designated work week is Monday 12:01 am to Sunday 12:00 pm. The daily and weekly work schedules may vary among District operational areas and may change from time to time to meet the varying conditions of business operations. Employees are to check with their manager regarding their individual work schedules.

On-Call schedules will be posted on District bulletin boards in advance of each workweek.

24. PAY PERIODS AND PAYDAYS

a. Pay Periods

Pay periods begin at 12:01 a.m. on every other Monday and end on the second Sunday at midnight.

b. Pay Days

Wages are paid on a bi-weekly basis. Paydays are on the Thursday following the close of the last pay period. If a regular payday falls on a holiday, employees will be paid on the preceding business day. Paychecks are provided on paydays to employees in an envelope at work or, upon authorization by employee for direct deposit, an envelope with a copy of the pay stub or, upon written request of an employee, mailed to the home address of employee. Paychecks and pay stubs will not be given to anyone other than employees except with their prior written authorization.

Employees are expected to report any errors in their paycheck to their manager for review and, if approved by the manager, forwarded to the District Administrator for processing on the next payroll unless otherwise approved by the General Manager for special processing in cases of hardship. The District does not permit wage or salary advances on unearned wages to any employee.

25. TIMEKEEPING / TIME RECORDS

a. Timekeeping

It is the responsibility of every non-exempt employee to accurately record time worked. Federal and state laws require the District to keep an accurate record of time worked in order to calculate employee pay, benefits and legally mandated deductions. Time worked is the time actually spent on the job performing assigned duties.

Overtime work must always be approved before it is performed.

It is the employee's responsibility to sign his/her time records certifying the accuracy of all time recorded and verifying that meal periods have been provided and taken. Employees are responsible for the accuracy of their own time records. Altering, falsifying or tampering with timecards, or recording time on another employee's time record is a serious violation of District rules and may result in corrective action, up to and including termination.

26. REST AND MEAL PERIODS

Employees are provided with two 15-minute rest periods, one in the morning and one in the afternoon. These breaks are provided to enable employees to take care of their personal needs and may not be extended, added onto meal breaks, or used to compensate for late arrivals or early departures. Please keep in mind that when employees are not on a break, they are expected to devote their full efforts to their duties. Rest periods will be counted as hours worked so long as they do not exceed 15 minutes in length. Any rest period which exceeds 15 minutes in length without prior approval will be deducted from an employee's hours worked. Further, any rest periods which exceed 15 minutes in length without approval are in violation of District policy and will be subject to discipline, up to and including termination.

Employees are also provided with a 30-minute meal period during each work day which must be taken within five hours of starting work. Employees are relieved of all duties during their prescribed meal period, generally 30 minutes in length, and are not compensated for that time. Managers will advise their employees regarding their schedule for breaks and meal periods. Employees are responsible for making sure they take their breaks and meal period.

Employees may take on-duty meal periods only in certain circumstances. An on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty; must be agreed to in writing (a waiver) by the employee and their manager; must be paid; and may be revoked at any time in writing by the employee. It is otherwise a violation of District policy for non-exempt employees to work through their meal period.

Employees whose duties require them to work off of District premises are entitled to the same meal periods and rest breaks as other employees. Such breaks shall be taken in a manner which does not interfere with their duties, which does not interfere with the property rights of others, and which does not reflect adversely on the District.

27. OVERTIME

The nature of the District's basic mission to protect public health and preserve the environment make it necessary to provide staff and facilities for unforeseen emergencies and special projects. Therefore all District employees may be required to work overtime hours from time to time. The District will attempt to assign overtime work to employees on a rotating basis whenever possible.

When possible, advance notification of these mandatory assignments will be provided. While such situations are difficult for the District and its employees to anticipate, such requirements will be made based on operational necessity. Employees who refuse to work such overtime shall be subject to corrective action, up to and including discharge, depending upon the circumstances. All overtime work must be pre-approved by the immediate supervisor. Working unauthorized overtime is strictly prohibited.

Non-exempt employees are entitled to overtime pay for all hours worked in excess of 40 hours in one workweek and are paid at a rate of time and one half the employee's regular rate of pay.

The work schedules of some employees may include work on the weekends and hours worked on weekends do not automatically constitute overtime.

28. OVERTIME COMPENSATION

District employees have the right to request compensatory time off (CTO) in lieu of monetary payment as compensation for overtime, but approval of such a request remains the right of the District, consistent with the needs of the District.

29. COMPENSATORY ("COMP") TIME OFF

Upon advance written agreement between a non-exempt employee and the General Manager or designee, non-exempt employees may request the option of selecting compensatory time off (CTO) for overtime hours worked during any workweek in lieu of overtime pay by entering such hours on their timecard. Records will be maintained for each employee's bank of CTO hours, and such time may not exceed 60 hours. Overtime hours of an employee who has reached this maximum will automatically be paid for any further overtime hours until the maximum amount is lowered through the use of paid time off.

CTO hours are banked at the same rate as would normally be paid for such hours; i.e. one and one half hours for each hour of overtime worked and requested by the employee to be banked as CTO within the allowable maximum number of CTO hours.

CTO hours may be taken within a reasonable period after a request for use unless the use of CTO would unduly disrupt the operations of the District.

A leave form requesting the use of banked CTO time must be submitted to the employee's supervisor at least thirty (30) working days prior to the desired time off unless the need for the time off cannot be reasonably anticipated. Requested and approved CTO time off must be taken unless otherwise approved for cancellation by the employee's supervisor.

In cases where operational requirements or scheduling prevent an employee from taking CTO time off, pay in-lieu of CTO may be made only upon special approval by the General Manager.

All accrued and unused CTO hours at the time of an employee's employment separation will be paid at the employee's regular hourly rate of pay and processed with the pay period in which the separation takes place.

30. ON CALL / STANDBY PAY

All on call/standby assignments will be made at the discretion of the Operations Manager, General Manager or designee for specific days, dates, and hours among those employees whose jobs necessitate their availability to independently respond to District operational needs and/or emergencies that may arise during abnormal operating days and hours. Generally, these assignments are made in advance with qualified employees by their supervisor, and to the extent possible on a weekly rotating basis from Monday through Sunday of the following week. However, unexpected conditions may arise when advance notice is not possible whereby, similar to the periodic need for mandatory overtime, applicable employees are expected to assume such assignments as a condition of employment. Any otherwise qualified employee who is in their Introductory Period; has had a formal disciplinary action during the prior six months; or, is on a Performance Improvement Plan is not eligible for on call assignment unless otherwise approved by the General Manager. Likewise, an employee out on any leave is ineligible for On Call/Standby Pay for that day.

If a non-exempt employee is assigned standby duty, their on call/standby time is paid at the following rates.

\$75.00 for each shift on call/standby OR 1.5 hours of CTO for each shift on call/standby.

Such on call pay is compensation paid to an employee for hours in which he/she agrees to respond should there be a requirement to report for work or to respond to a telephone advisory situation. If the on-call/standby employee is required to respond to an on-site operational need, then the employee will also be paid as set forth below.

If the standby employee responds to an emergency and/or call out while on standby duty, the employee is entitled to a minimum of two hours pay. All time required on duty greater than the two-hour minimum will also be compensated at the employee's hourly rate. (See CALL BACK section below)

Employees who are assigned on call/standby duty are expected to use a cell phone to ensure continuous contact during the hours of on-call/standby duty. An employee who is assigned on call/standby duty is expected to remain free from the influence of alcohol, drugs, or other

substances which would impair his/her ability to report for duty if called, and to maintain the same state of mental and physical ability as required during regular duty hours.

31. CALL-BACK PAY

Non-exempt employees who are called back to work outside their normally scheduled workweek and/or normally scheduled working hours will be paid a minimum of two hours at the employee's regular pay rate for actual time worked. All hours worked in excess of the employee's 40 hour work week will be paid at the overtime rate of time and one-half the employee's regular rate of pay.

Reasonable meal reimbursement costs will be provided to those employees called back under emergency conditions. For emergency call back, the employee will be required to wear their uniform and appropriate safety equipment necessary to resolve the problem.

Such call-back time shall not include round trip travel time from the employee's residence and shall start to run upon arrival at the District facility ready and able to work. Unless otherwise instructed, employees who are called back to work are to go to the appropriate District facility to pick up a District vehicle in those cases where the nature of the work to be performed is outside District facilities.

32. ATTENDANCE AND PUNCTUALITY

Employees of the District are expected to be punctual and maintain regular attendance. Tardiness and absenteeism place an additional burden on fellow employees and re-scheduling of work assignments. Good attendance is an essential element in determining satisfactory job performance. An unsatisfactory attendance record of tardiness and absences can result in corrective action, up to and including discharge.

An absence is the failure of an employee to be at a designated work area or perform assigned work as required because of a failure to report for work as scheduled, a failure to begin or end a rest break or meal period on time, and/or a departure prior to the end of a workday as scheduled.

For any absence or tardiness, employees who speak to or leave a message with anyone other than their supervisor, manager, District Administrator or the General Manager, do not meet the District's reporting requirements.

An employee who is unable to work due to illness or injury is required to notify his/her supervisor, manager, District Administrator or the General Manager as promptly as possible. When notice is not provided or when the absence exceeds three (3) days, the District may request certification of the need for a leave of absence. Additionally, the District may require a health care provider's written verification that employees are capable of resuming their job responsibilities before being permitted to return to work.

Any falsification, misrepresentation, or other violation of an attendance obligation to the District can result in corrective action, up to and including discharge.

33. SERVICE LENGTH AND PERFORMANCE INCENTIVE AWARDS

All regular employees who have been at the “E” step of their classification for one year or more are eligible to be considered for incentive awards.

Incentive awards are not added to the employee's basic salary range, but rather may be earned annually by exceptional performance. Those receiving incentive awards will receive them as a lump sum payment following their annual performance evaluation.

34. CERTIFICATION INCENTIVE AWARD PROGRAM

This policy applies to employees of the District holding a position which requires an Operators Certification from the State Water Resources Control Board or certification from the California Water Environment Association. If the employee’s position with the District requires a certain grade of certification and the employee is working for the District holding a certification at that level, they are eligible to participate in this program.

The employee, under their own initiative, may sit for a certification exam at a grade level that is higher than the one that is a requirement of their employment with the District. Additionally, certification in areas outside the employee’s job description may be (upon approval by the General Manager) considered eligible for a Certification Incentive Award. If the employee passes the exam and submits appropriate documentation of their passing to their supervisor and the General Manager, they will receive a payment of \$1,000 from the District. Certification Incentive Award payments are limited to a total of four (4) \$1,000 payments for each employee. Additional Certification Incentive Award payments will be at the discretion of the General Manager.

35. CERTIFICATION TESTING – TRAVEL

Unless approved in advance by the District General Manager, travel to and from Certification Exam Testing locations shall be done in the employees own vehicle, at the employees expense, and all time spent traveling and taking the exam shall be on the employees own time. Requests for Vacation, CTO or Personal Leave will be granted for the purpose of Certification Exam Testing.

36. EMPLOYMENT BENEFITS

a. District Contribution to Health and Welfare Plans

For employees hired prior to January 1, 2018, the District contributes to each eligible full time employee’s selection of health plans up to the “Employee plus 1” level.

For employees hired on or after January 1, 2018, the District contributes to each eligible full time employee’s selection of health plans up to the “Employee plus 1” level at an amount not to exceed \$1,400 per month.

If the costs of the medical and other selected insurance plans should exceed the maximum contribution by the District, the employee shall pay any amount beyond the maximum allowable through payroll deduction. Employees always pay the monthly insurance premiums for any additional insurance plan coverage they elect for themselves and/or their dependents through regular payroll deductions.

37. RETIREMENT - HEALTH INSURANCE COVERAGE

a. For employees HIRED PRIOR TO JULY 1, 2010

Employees hired prior to July 1, 2010 and retiring directly from the District, and filing for retirement benefits through CalPERS, and who meet the eligibility requirements listed below will have their medical coverage up to the “Employee + 1” level continued at the expense of the District until the employee reaches age 65 or otherwise qualifies for Medicare benefits.

In accordance with Cal-COBRA, and the District’s insurance provider, medical coverage can be extended an additional 18 months for an eligible dependent of a retired District employee whose eligibility for District paid insurance ceases due to him/her reaching the age of 65. The out-of-pocket cost to the eligible dependent would be determined at the then current rates in effect, plus any additional costs associated with Cal-COBRA coverage.

District policy requires that the following conditions must apply to the retiring employee in order to receive the retirement health benefits described above to be paid for by the District:

1. Employee must be at least 55 years old at the time of retirement
2. Employee must have worked at least 10 or more consecutive years at the District
3. Employee must retire directly from full-time active employment with the District
4. Employee must be separated from employment with the District and placed on the CalPERS Service Retirement Roll
5. Eligible family members include the spouse and dependent children of the retired employee
6. Employee must not be receiving additional medical coverage

b. For employees HIRED AFTER JUNE 30, 2010

In accordance with Board Action of May 10, 2010, there is no Retirement Health Insurance Coverage for employees hired after June 30, 2010.

38. RETIREMENT PLAN

Cal-PERS Defined Benefit Plan

The District participates in the California Public Employees Retirement System (Cal-PERS), a defined benefit retirement program that is integrated with Social Security.

The District’s Cal-PERS Classic Plan, for employees hired prior to 1/1/2013 or newly hired employees with reciprocity, is based on the 2% at age 55, highest single year formula Plan. For Classic Cal-PERS employees hired prior to January 1, 2018, the District pays both the District’s and employees’ monthly contribution to this Plan. For Classic Cal-PERS employees hired on or after January 1, 2018, the employee may be required to pay the employee portion of the CalPERS contribution through regular payroll deductions.

The District’s Cal-PERS PEPPRA Plan, for employees hired after 12/31/2012, is based on the 2% at age 62, final three year formula Plan. The District does not pay the employee’s monthly contribution to this Plan.

Since the Cal-PERS plan is integrated with Social Security, both the District and employees are required to make equal payment contributions to Social Security rates as determined by the Social Security Administration.

Full time employees are eligible for and automatically enrolled in the Cal-PERS Plan effective the first of the month following initial employment. Vesting occurs for each year in which an eligible employee works 1,000 or more hours, and employees become fully vested after the completion of five (5) years of qualified service with the District or other Plan participant in Cal-PERS.

Additional information concerning this Plan can be obtained from the District Administrator or by contacting the Cal-PERS Benefits Section office in Sacramento at 888-225-7377 or by visiting their web site at www.calpers.ca.gov.

39. DEFERRED COMPENSATION PLAN

The District also provides an opportunity for all employees to voluntarily participate in two separate Deferred Compensation (IRS 457) Plans as a supplemental means of investing towards retirement. Employees are eligible to enroll in these plans effective upon their date of hire, and may change contribution amounts or percentage at the end of any pay period. The District makes no contributions into this plan.

Employees may contribute up to the maximum amount or percentage of gross earnings allowed under IRS rules. Employee contributions are generally made on a pre-tax basis, therefore contributions are deducted from the employee's gross taxable wages at the end of each year within limits established by the Plan Administrator and IRS regulations. Employee contributions can be made either by direct payment to their account through the Plan Administrator or through payroll deduction.

Employees having questions or interest in learning more about the eligibility, investment options, contribution limits, and other features of the Deferred Compensation Plans should contact the District Administrator for Plan materials and further information.

40. SHORT TERM DISABILITY INSURANCE

The District pays the cost of a short-term disability (STD) plan for all full-time employees, effective upon the completion of 30 days of employment. IRS has determined that this benefit be considered a taxable cost to each covered employee. This insurance plan provides employees with certain benefits in the event of illness or injury, which is not job-related, up to a maximum period of 180 days following a qualifying period of 30 continuous days of partial or total disability. The benefit amount is dependent on the amount earned by the employee prior to disability and pays 66 2/3% of the first \$2,596 of the employee's Pre-disability Earnings, reduced by Deductible Income such as use of available paid time off, up to a maximum of \$1,731. Not all forms of disability are covered under this Plan.

STD payments are coordinated with any other non-work related disability payments received by an employee, and may be supplemented by accrued sick leave, vacation or paid personal time off taken as part of a medical or disability leave of absence up to a maximum of the employee's normal base pay as such accrued paid time off is available. If all available forms of paid leave are

exhausted or not sufficiently accrued for coordination with STD, only STD payments will be made so long as the affected employee complies with all required documentation conditions related to the disability.

STD benefit claim forms and further information pertaining to benefits and limitations are available from the District Administrator or Plan carrier.

41. LONG TERM DISABILITY INSURANCE

The District pays the cost of a long-term disability (LTD) Plan for all full-time employees. This insurance plan provides employees with certain benefits in the event of illness or injury, which is not job-related, up to a maximum period as defined in the Summary Plan Description. The benefit amount is dependent on the amount earned by the employee prior to disability and pays 66 2/3% of normal monthly earnings up to a maximum benefit of \$7,500.00 per month. Not all forms of disability are covered under this Plan. Employees who are covered by the LTD Plan may receive benefits following 180 continuous days of a disabling injury or illness.

LTD payments are coordinated with any other non-work related disability payments received by an employee, and may be supplemented by accrued sick leave, vacation, or paid personal leave taken as part of a medical or disability leave of absence up to a maximum of the employee's normal base pay as such accrued paid time off is available. If all available forms of paid leave are exhausted or not sufficiently accrued for coordination with LTD, only LTD payments will be made so long as the affected employee complies with all required documentation conditions related to the disability.

LTD benefit claim forms and further information pertaining to benefits and limitations are available from the District Administrator or Plan carrier.

42. HOLIDAYS

All employees are eligible for holiday benefits. Full time employees will be eligible beginning on their first day of employment for eight hours holiday pay at their normal hourly rate for each holiday observed by the District.

Eligible employees must work their regularly scheduled workdays before and after a holiday observed by the District in order to be eligible for holiday pay, unless the absence is a pre-approved use of vacation or CTO. If an employee is on an approved paid leave (vacation, paid personal leave, or bereavement) during a recognized holiday, the employee will be paid holiday pay for the holiday rather than applying the type of pre-arranged paid leave to that day.

Each District holiday that falls on a Saturday will be observed on the preceding Friday. Each District holiday that falls on a Sunday will be observed on the proceeding Monday. An employee who works an actual or observed holiday will be eligible for paid holiday on that day, but will only be paid once for the holiday, either actual or observed. Employees are provided with the following District recognized paid holidays each calendar year:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)

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- Independence Day (July 4th)
 - Labor Day (First Monday in September)
 - Veteran’s Day (November 11th)
 - Thanksgiving Day (Fourth Thursday in November)
 - Day After Thanksgiving Day (Fourth Friday in November)
 - Christmas Day (December 25th)

a. Pay for Holidays

Exempt employees receive their regular salary. Non-exempt employees will receive their regular straight time hourly wage rate for the number of hours that they are regularly scheduled to work on the day a holiday is observed by the District. If a holiday falls on a day on which an eligible non-exempt employee is not scheduled to work, they will receive 8 hours of CTO for that holiday.

Paid holiday benefit hours are considered hours worked for purposes of overtime pay eligibility.

b. Pay for Holiday Hours Worked

Non-exempt employees who are required or authorized to work on a holiday observed by the District shall receive their standard day of holiday pay at their regular hourly rate of pay, and shall additionally be compensated for all hours worked at the rate of one and one-half times their regular hourly rate of pay (e.g., for a full-time employee, a total of 20 hours of pay for an 8-hour day of work). The compensation for hours worked over and above the 8 hours of holiday pay can be accrued as either CTO or paid as Overtime. CTO and Overtime will be calculated at the same rate which would normally be paid for each hour worked (one and one-half times the regular hourly rate of pay).

43. VACATION

The District offers paid vacation benefits that may also be used for rest and relaxation, personal time off due to personal matters or obligations, children’s school activities, religious observances, or for other purposes as defined in this Handbook.

a. Eligibility

Regular full-time employees begin accruing vacation benefits per bi-weekly pay period from their date of hire to their anniversary date of each succeeding year based upon length of continuous service with the District. Newly hired full-time employees shall may, at the discretion of the General Manager, be awarded service credit based on number of years of prior *related* experience. For purpose of this section, “Related experience” means prior employment in a comparable position in which the employee performed the same, or substantially the same, duties as encompassed by the position for which they are hired by the District. This service credit will be no more than half the number of years’ experience.

Regular full-time employees may begin taking paid vacation time after accruing vacation benefits. No advance paid vacation may be taken. Eligible employees continue to accrue vacation during any authorized paid leave, however vacation time does not accrue during any leave without pay.

For employees hired into permanent employment with the District prior to January 1, 2018, and based on the length of continuous service, the following vacation accrual schedule is based on regular full-time employees who are regularly scheduled to work at least 40 hours per week.

Length of Service (From Employee's Hire Date)	Vacation Hours Accrued Per Bi-Weekly Pay Period	Vacation Hours Accrued Per Benefit Year
Date of hire through 2 years	3.077 hours	80 hours
Beginning of 3rd – 8 years	4.615 hours	120 hours
Beginning of 9th – 14 years	6.154 hours	160 hours
Beginning of 15th + years	7.692 hours	200 hours

For employees hired into permanent employment with the District on or after January 1, 2018, and based on the length of continuous service, the following vacation accrual schedule is based on regular full-time employees who are regularly scheduled to work at least 40 hours per week.

Length of Service (From Employee's Hire Date)	Vacation Hours Accrued Per Bi-Weekly Pay Period	Vacation Hours Accrued Per Benefit Year
Date of hire through 5 years	3.077 hours	80 hours
Beginning of 5th – 10 years	4.615 hours	120 hours
Beginning of 10th – 15 years	6.154 hours	160 hours
Beginning of 15th + years	7.692 hours	200 hours

b. Holidays or Illness/Injury During Vacation

If a District observed holiday occurs during a scheduled vacation and employees are otherwise eligible for holiday pay, such employees will be paid for the holiday rather than a vacation day and will be expected to return to work on the date originally authorized by their supervisor. Similarly, if an employee on vacation experiences a bona-fide and verifiable disabling illness or injury that would otherwise qualify for normal and available sick leave time, such time during a vacation may be taken as sick leave upon the employee's submission of reasonable proof of such illness/injury.

c. Scheduling a Vacation

The time at which an employee takes vacation leave is determined by the prior approval of their supervisor with due regard to the employee and the needs of the District. Requests for vacation must be submitted to the employee's immediate supervisor prior to the commencement of the time off, at least 30 calendar days in advance of the date on which the requested vacation would commence. If the need for the vacation cannot be reasonably anticipated, the request for vacation

must be submitted as soon as is reasonably possible. Vacation leaves are normally taken in periods of one or more weeks, but may be used in smaller increments with prior approval by management, but not less than one-half hour increments.

Employees shall be given their preference in vacation time within the limits of the vacation schedule established by management who shall establish a system for assignment of vacations, which affords reasonable recognition of seniority. In the event that more than one employee requests the same vacation schedule, the request received and approved first shall have priority.

Vacations longer than three (3) weeks must have prior approval of the General Manager.

Approved vacation leave may be cancelled at any time by the General Manager if it is determined that an emergency will require the services of the employee scheduled to go on leave. All other potential avenues to resolve the emergency will be exhausted prior to cancelling an approved vacation.

d. Vacation Pay

Vacation pay will be based on the employee’s regular pay rate in effect at the time such vacation is taken. It does not include overtime or any other forms of compensation. Payment for vacation time will be made on an employee’s regularly scheduled payday.

Pay in-lieu of vacation, or vacation pay in advance of vacation time, is generally not allowed. In cases where operational requirements or scheduling prevent an employee from taking vacation, pay in-lieu of vacation may be made only upon special approval by the General Manager.

All accrued and unused vacation at the time of an employee’s employment separation will be paid at the employee’s regular hourly rate of pay on the normal pay date of the pay period in which the separation takes place.

e. Accrued and Unused Vacation

Employees are encouraged to use their accrued vacation benefits each calendar year. Regular full- and part-time employees may accrue up to a maximum of two times their annual accrual amount as indicated below based upon full-time employment.

For employees hired prior to January 1, 2018

Years of Service Completed (Employee’s Anniversary Date)	Maximum Vacation Accrual (“Cap”)
Date of hire through 2 years	160 hours (20 days)
Beginning of 3rd – 8 years	240 hours (30 days)
Beginning of 9th – 14 years	320 hours (40 days)
Beginning of 15 th + years	400 hours (50 days)

For employees hired on or after January 1, 2018

Years of Service Completed (Employee's Anniversary Date)	Maximum Vacation Accrual ("Cap")
Date of hire through 2 years	80 hours (10 days)
Beginning of 3rd – 8 years	160 hours (20 days)
Beginning of 9th – 14 years	240 hours (30 days)
Beginning of 15 th + years	320 hours (40 days)

In the event an employee's earned but unused vacation benefit reaches the maximum accrual that is allowed, vacation benefits will cease to accrue until the employee takes enough vacation to lower the maximum accrual entitlement. Vacation benefit accruals will then resume up to the maximum time allowed.

The District reserves the right, if necessary, to designate vacation periods during which employees are expected to schedule their vacations in order to accommodate overall work schedules and/or to ensure employees actually use all of their accrued vacation benefits. The District may also direct an employee to take mandatory vacation time for a specified period if conditions warrant.

44. SICK LEAVE

Sick leave is to be used for absences due to the diagnosis, care, or treatment of an existing health condition or preventative care for an employee or an employee's family member, as described in the Healthy Workplaces, Healthy Families Act of 2014, including medical or doctor appointments, illness or injury, as well as by an employee who is a victim of domestic violence, sexual assault, or stalking for legally protected absences.

Sick leave is a privilege which is to be used only for the purposes described in this policy, and therefore should not be abused or taken merely because there are remaining hours available.

a. Eligibility, Accrual and Maximum Accumulation

All employees are eligible for sick leave benefits. Employees are eligible to accrue paid sick leave benefits up to 96 hours per year and begin accruing sick leave benefits at the rate of 3.692 per bi-weekly pay period from their date of hire. Employees on a leave without pay do not accrue sick leave benefits in any pay period in which the unpaid leave occurs.

Sick leave benefits may be accrued up to a maximum of 120 days (960 hours), after which accrual ceases until the balance of maximum accrued hours falls below the maximum accrual rate.

b. Sick Leave Notification

An employee who is unable to report to work on a scheduled workday is required to notify his/her supervisor as promptly as reasonably possible. During any period of sick leave

absence, the employee may be required to contact their supervisor daily to provide an update on their status and/or expected return to their normal work schedule.

When sick leave must be taken for the illness of a qualified family member, or other allowable reasons not related to the employee’s own disability, advance notice of needed sick leave use must be submitted to their supervisor no less than two workdays when practical, or as soon as possible once the need for the sick leave is known.

c. Payment for Sick Leave

Sick leave may be taken only to the extent accrued sick leave hours are available. All sick leave payments will be based on an employee’s regular pay rate in effect at the time such leave is taken.

Full or partial days off due to illness or injury in excess of accrued sick leave by non-exempt employees may be taken through the use of available CTO, personal leave, vacation or without pay. Exempt employees who have used all of their accrued sick leave benefits must use any other available form of paid leave for full or partial days of absence. The salary of any exempt employee who has exhausted all forms of paid leave will be deducted for absences of one or more full days due to illness or disability.

If an employee remains absent due to an allowable sick leave use beyond their available sick leave hours, the employee shall be required to use available CTO, personal leave or vacation time. If all forms of paid time off are exhausted during any incident of sick leave absence, the General Manager will determine the conditions applicable to the employee’s continued absence and determine the action to be taken, subject to applicable law. Such a written decision will be provided to the employee by means of first class mail using the United States Postal Service.

d. Certification of Sick Leave

At the discretion of the District, employees who fail to call in to report the need to take sick leave, or who are absent for three (3) or more consecutive days due to illness or injury, may be asked to submit a health care provider's certification to substantiate the use of sick leave. In addition, before an employee may return to work, the District may require a health care provider's written certification that the employee is capable of resuming his/her job responsibilities, or may pay for and order an examination/consultation with a health care provider of the District’s choice. Employees are not expected to disclose any diagnosis or confidential medical information, but any material misrepresentations regarding the use of sick leave (e.g., using sick leave for an unqualified absence) may result in corrective action, up to and including discharge.

e. Sick Leave Pay-Out

For employees hired prior to January 1, 2018, upon retirement or voluntary termination from the District, unused sick leave up to the maximum accumulation of 120 days shall be paid to the employee in accordance with the following schedule:

<u>Years Worked at the District</u>	<u>Sick Leave to be Paid</u>
1 – 10 years	50%
10 – 20 years	75%
Over 20 years	100%

Sick leave pay will be calculated based on the employee’s current regular hourly rate of pay.

For employees hired on or after January 1, 2018, employees who are discharged from District service are not eligible for sick leave pay-out of any accrued and unused sick leave hours.

45. PAID PERSONAL LEAVE

Paid personal leave days are granted to eligible employees for the express purpose of conducting personal business needs away from the work place and this time is not intended to be used to supplement holidays or vacation. Generally, the use of personal leave is for unexpected personal or family emergencies that necessitate the employee's absence on short notice to the District.

a. Eligibility and Accrual

All regular full employees accrue personal leave days from their date of hire. Personal leave days accrue at the rate of 1.23 hours per pay period (a total of 8.0 hours per quarter), not to exceed 32 hours per year. Paid personal leave in excess of the amount accrued at the time a request for personal leave is made shall not be granted.

Employees continue to accrue paid personal leave during any authorized and compensated leave. No paid personal leave is accrued during any unpaid leave of absence. Paid personal leave may be accumulated up to a maximum amount of six (6) days, (48 hours). Once at the maximum, no additional paid personal leave may be accumulated until the total accumulated paid personal time is reduced below the maximum allowed.

b. Scheduling

Paid personal leave may be scheduled by the employee at a time approved by their supervisor, with at least two (2) hours advance notice given by the employee unless the leave is required for emergency reasons. Such leave may be taken in any increments of time, but not less than one-half hour.

c. Payout upon Employment Separation

All accrued and unused personal leave at the time of an employee's employment separation will be paid at the employee's regular hourly rate of pay on the pay date of the pay period in which the separation takes place.

46. KIN CARE

Employees may use up to one-half of their sick leave which would accrue during a year for the purpose of attending to a child, parent, spouse, registered domestic partner, registered domestic partner's child, grandparent, grandchild, or sibling who is ill.

For purposes of sick leave, the following definitions apply:

- A "child" is defined as a biological, foster, adopted, stepchild, or a legal ward. A "child" may also be someone an employee has accepted the duties and responsibilities of raising, even if he/she is not the employee's legal child.

- A “parent” is a biological, foster, adoptive, stepparent, or legal guardian.
- A “spouse” is a legal spouse according to federal law or the laws of California. There is no “common law” spouse in the State of California.
- A “registered domestic partner” is another adult with whom an employee has chosen to share life in an intimate and committed relationship of mutual caring, and with whom the employee has filed a Declaration of Domestic Partnership in the State of California, a copy of which is submitted and maintained in the employee’s personnel file.
- A “registered domestic partner’s child” is the biological, foster, adopted, stepchild, or legal ward of a domestic partner. A “domestic partner’s child” also may be someone for whom a domestic partner has accepted the duties and responsibilities of raising, even if he/she is not the domestic partner’s legal child.

All conditions and restrictions placed on an employee’s use of sick leave apply also to Kin Care.

47. BEREAVEMENT LEAVE

Consistent with State Law (AB1949), the District provides regular full-time employees with paid Bereavement Leave of up to five work days to prepare arrangements and attend a funeral when there is a death in the employee’s immediate family. A request for Bereavement Leave must be made to an employee’s immediate supervisor as soon as reasonably possible. Any requests for additional time off in excess of the allowed five days of Bereavement Leave must be submitted to the General Manager as a request for Personal Leave and will be considered on a case by case basis, based upon the needs of the District.

During Bereavement Leave, eligible employees will receive the pay they would have earned for the workdays missed

Immediate family is defined as:

- Spouse
- Child
- Stepchild
- Sibling
- Parent
- Stepparent
- Mother/Father-in-Law
- Daughter/Son-in-Law
- Grandparent
- Registered Domestic Partner
- Child of Registered Domestic Partner
- Grandchild

No other relatives are considered immediate family for purposes of receiving paid bereavement leave under this policy. Employees who have a death of an immediate family member and intend to take bereavement leave must immediately notify their supervisor of their intended absence from work. When possible and practical, a bereavement leave request should be submitted by the employee prior to taking the leave, otherwise it should be submitted no later than the employee’s return to work.

Any other absence for bereavement related conditions, such as the death of a close friend or family member not otherwise qualified for paid bereavement leave, the employee may submit an advance request to use accrued and available vacation, CTO or paid personal leave. To be authorized, such absence request must be approved in advance by the employee's manager and the General Manager.

48. JURY DUTY

Regular, full-time employees who work at least 40 hours per week will receive full pay for up to forty (40) hours of actual Jury Duty service in any 12 month period, plus full pay for any scheduled workday in which the employee is required to be present during the jury selection process.

Within three days of receiving a Jury Duty "call-in" notice, the employee must provide a copy of the notice to his/her manager. Immediate notification must be given to the employee's Supervisor as to the specific dates of service expected by the Court. Employees will need to provide copies of all Jury Duty notices and expected time of service to the District Administrator for their personnel files. The District may submit a request for a postponement in the event that compelling District business reasons make postponement of Jury Duty necessary.

When on Jury Duty, employees must report for work whenever their presence is not required at court, including during "phone in" or "on call" status, or if released by the court early enough to return to work for at least two hours. Employees who cannot report to work due to Jury Duty may be required to show proof of jury service or appearance.

Upon completion of any Jury Duty service, the employee is to submit to their manager verifying documentation from the Court Clerk of the days and hours of Jury Duty attendance. A copy of that information should also be provided to the District Administrator for the personnel file.

Employees who work for a governmental entity, such as the District, may be asked or required by the Court, to waive the normal daily Jury Duty service fee paid by the Court to jurors since eligible employees of the District receive their regular pay for the workdays/hours missed due to Jury Duty service. When the Court issues such a waiver, a copy of the waiver should be given to the District Administrator. Employees who are paid a Jury Duty service fee by the court should submit that service fee to the District upon receipt. Employees selected for Jury Duty service may retain any travel allowance provided by the Court for Jury Duty related travel.

49. WITNESS DUTY AND SUBPOENAS

Employees will be paid their normal wage or salary if required to be a witness or required by a subpoena to appear in court on District business. Employees will not be paid for their time off if summoned to appear in court as a witness or because of a subpoena for any other reason. Use of any available vacation time may be requested for this purpose with two weeks advance notice, and proof of subpoena service, from the employee to their department manager.

50. SEMINAR ATTENDANCE AND CONTINUING EDUCATION

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the District or the individual employee.

Attendance at such activities may be required by the District or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued from the General Manager.

To obtain approval, employees wishing to attend an activity must submit a written request to their department supervisor and, if approved, to the General Manager detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance.

Seminars

Where attendance is required or authorized by the District, the District will reimburse reasonable expenses that generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with the employee's supervisor or the General Manager in advance. Employee attendance at any required outside activities will be considered time worked and will be compensated in accordance with normal payroll practices. Employees will not be paid for time spent attending outside activities when attendance has not been requested by the District.

Continuing Education

Eligible regular full-time employees are those who have completed one year of continuous District employment and who either:

- Desire to advance professional knowledge by taking undergraduate or graduate level courses in a field of study related to their job assignment or in a field to be of long-range value to the District; or,
- Desire to advance professional knowledge by taking courses that are directly related to the employee's current job assignment or some job assignment to which they may logically advance.

The District will consider applications for financial assistance to cover tuition and certain other costs of a broad range of educational courses that may be taken by its staff outside of office hours. Such assistance will be dependent upon available funds budgeted for this purpose and advance approval of the General Manager. If the employee is requested by the District to take an educational course, the employee will be paid for his/her time if the course is taken during normal business hours.

Upon completion of the course(s), employees must submit evidence of a grade "C" or better. In the case of a seminar or certificate program where no grade is assigned, proof of completion of the course would be required. Should the employee receive an unsatisfactory grade or less than a "C," the money would be forfeited and the employee would be ineligible to participate in the program for the rest of the year.

A record from the educational institution of the grade received, or other evidence of course attendance and completion, must be submitted.

Seminars and other educational experiences in which an employee desires to participate, and involves any form of District subsidy, will be considered for approval on an individual and purely discretionary basis.

Membership in a Professional Organization

Professional development is also provided through membership and participation in organizations relating to the employee's area of responsibility. Participation in professional organizations benefits both the District and the employee by providing:

- Information on new laws, procedures and policies;
- Information on issues of importance to the profession;
- Opportunity to increase knowledge and resources in the profession which benefits the District; and,
- Professional and personal development.

An employee may elect to become a member of professional organizations for which he/she assumes responsibility for membership fees. However, if the District is to be responsible for the employee's membership fees, the membership decision shall be determined by his/her manager and, if accepted, referred to the General Manager for final consideration.

Involvement in professional organizations will not take precedence over job responsibilities.

51. GENERAL DRESS CODE

At the District, professional image is important and is maintained, in part, by the image that employees present to customers, visitors, vendors, and others in our business. No one has a second chance at a first impression. Employees are expected to consistently utilize good judgment in determining dress and appearance on a daily basis. In choosing appropriate work attire, employees should consider tastefulness, public contact, the nature of the job, and working conditions.

The District expects all employees to be appropriately dressed and groomed at all times. It is, however, the responsibility of each supervisor to communicate the District's dress code standards to all current employees and each new employee as he/she is hired. Employees are expected to check with their supervisor if they are unsure about the appropriateness of their attire or grooming.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Office employees may dress in business casual attire. Business casual attire includes, but is not limited to, slacks, khakis, clean cut jeans, sport shirts, skirts and dresses, turtlenecks, sweaters, loafers, and walking shoes.

Due to the effect it has on others, employees are also expected to refrain from the use of cologne or perfume and excessive make-up. Generally, male employees are expected to remain clean shaven, however for those employees where safety is not a consideration, facial hair may be acceptable if it is well groomed.

Specific attire that is unacceptable for office personnel includes:

- T-Shirts
- Sweat Pants and Shirts or Workout Attire
- Tank Tops
- Muscle Shirts
- Shorts

-
- Beach Thongs or Slippers
 - Torn or Patched Clothing
 - Revealing Attire
 - Halter Tops
 - Sheer Clothing
 - Bare Midriffs
 - Baggy, Saggy or Ripped Pants
 - Jeans/Pants with Holes, Tears or similar condition considered to be in bad taste or otherwise unsuitable
 - Low Cut or Off-the-Shoulder Attire
 - Clothes with Inappropriate, Profane, or Offensive Slogans or Pictures

Non-Compliance

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Employees will not be compensated for the time away from work. Employees who violate the District's dress code policy and/or grooming standards will be subject to corrective action, up to and including termination.

UNIFORMED EMPLOYEES

Uniform apparel required to be worn by designated employees is provided and maintained by the District. Uniforms must be worn during all work hours, excluding attendance at District approved conferences, workshops and similar business related activities where uniformed employees may wear business casual attire.

As part of each uniformed employee's work schedule, all such employees will be allowed up to 15 minutes at the end of each workday to shower and change into their personal clothing. Such time may not be added to meals, breaks, or to shorten the workday. Uniforms are to be left at the District facility at the conclusion of each workday and must be turned in before an employee leaves District premises.

Safety Boot Allowance

The District shall reimburse designated employees up to a maximum of \$225 (per set of boots) per year for the purchase, repair or replacement of required safety (steel-toed unless otherwise approved) boots, beginning at the time of initial employment. Additional sets of boots may be reimbursed subject to supervisor approval.

As determined by the District, other required or necessary safety equipment will be supplied on an as needed basis for the safety of District employees. Qualified employees must submit an acceptable receipt to the District Administrator in order to be reimbursed for this cost, and the safety or protective boot must meet District requirements. Safety boots reimbursed by the District may not be worn outside of work hours since doing so reduces the work-related use and condition of the boots.

52. GRIEVANCE PROCEDURE

Grievance Defined

A grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of Memoranda of Understanding, policy or practices of District rules, or side-letters of agreement applicable to the employee.

Employees who use the following procedure in good faith are protected against unlawful retaliation or reprisal.

Time Off for Processing of Grievances Procedure

The grievant and/or his Union steward shall be granted reasonable time off with pay from regularly scheduled duty hours to meet with union, process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances and does not exceed one hour.

Before performing any grievance work during scheduled duty hours a grievant or a grievant's steward shall obtain permission from his supervisor and shall report back to his supervisor when the grievance work is completed.

Time Limits

Time limits specified in the Grievance Procedure may be extended by mutual consent, in writing, of the grievant and/or the Union Representative, and the District.

Failure by a grievant or the Union Representative to file an appeal within the specified time limits provided in the Grievance Procedure, unless extended, shall constitute acceptance of the decision rendered at the lower level and the grievance shall not be subject to further appeal or reconsideration.

Failure by management to respond to the employee's grievance within the time limit specified automatically grants to the employee or his representative the right to process the grievance to the next level.

Grievance Procedure

1. The District encourages all employees to discuss any work-related problems or concerns with their immediate supervisor prior to escalating to the formal grievance procedure. Resolving problems early often prevents misunderstandings that occur when communications break down.
2. Meet with the Department Manager: Within 10 working days of unsatisfactory resolution at the informal step, report the problem or dissatisfaction to your immediate manager in writing, including what relief is being sought. Within ten (10) business days, the manager will attempt to resolve the problem to the mutual satisfaction of all concerned and shall provide a written response to the employee..
3. Refer the Problem to the General Manager: If the grievance is not resolved or an answer not forthcoming within 10 working days of receiving the manager's response that does not resolve the problem to the reasonable satisfaction of the employee, the employee may submit a written request for review by the General

Manager or designee. The General Manager or designee will discuss the problem with the employee and any other concerned party within 10 working days of receiving the written request for review, and shall respond in writing and verbally to the affected employee within 10 working days thereafter. If the employee is still not satisfied with the decision, he/she may file a written request for appeal to the District's Board of Directors within 10 working days of receiving the General Manager's or designee's response.

4. Mediation: If the grievance is not satisfactorily resolved at the District General Manager level the grievant may submit within 10 working days of the District General Manager written decision, a request for mediation. Within 10 working days of receipt of the request, the grievant will submit a request for mediation with the State Mediation & Conciliation Service and provide the District with a copy of the request.
5. Refer the Problem for Appeal to the Board of Directors: Upon the timely receipt by the General Manager of an employee's appeal to have the matter reviewed by the Board of Directors (or their designee), a meeting of the Board of Directors with the employee and any others deemed appropriate to conditions, along with all related documentation will be arranged within 10 working days. Unless requested otherwise, such appeals to the Board of Directors shall be arranged as closed session with the Chairperson acting as a voting hearing officer. Also, unless it is mutually agreed that additional time is needed for further investigation into the matter, the Chairperson shall respond and notify the employee in writing of the District's response to the problem or complaint within 30 calendar days following the evidentiary meeting. For purposes of internal resolution of employment related problems as defined above, the decision of the Board of Directors shall be considered final.

The District Administrator or General Manager shall be responsible for the processing, monitoring and guidance of this problem solving process to objectively ensure its timely and equitable administration.

Employees who do not feel comfortable discussing a problem or concern with their manager may discuss the matter privately with the General Manager who can advise employees on a proper course of action. Likewise, employees who feel they have experienced retaliation as a result of reporting a problem or filing a complaint should immediately contact the General Manager.

Montecito Sanitary District Salary Range Table - Represented by SEIU Local 620 Fiscal Year 2022-23

Board Approved February 8, 2023

<u>Division</u>	<u>Role</u>	<u>EMPLOYMENT CLASSIFICATION</u>	Step:	A	B	C	D	E
			<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	
Admin	Admin Asst	Accounting/Admin. Assistant		\$ 43.66	\$ 45.83	\$ 48.13	\$ 50.53	\$ 53.06
Maint	Line	Facilities Maintenance		\$ 33.92	\$ 35.61	\$ 37.39	\$ 39.26	\$ 41.22
Maint	Supervisor	Chief Maintenance Mechanic		\$ 47.55	\$ 49.93	\$ 52.42	\$ 55.05	\$ 57.80
Collections	Trainee	Collections Operator in Training (OIT)		\$ 24.80	\$ 26.05	\$ 27.36	\$ 28.72	\$ 30.15
Collections	Line	Collections I		\$ 30.27	\$ 31.78	\$ 33.37	\$ 35.04	\$ 36.79
Collections	Line	Collections II		\$ 33.92	\$ 35.61	\$ 37.39	\$ 39.26	\$ 41.22
Collections	Line	Collections III		\$ 38.02	\$ 39.92	\$ 41.92	\$ 44.01	\$ 46.22
Collections	Line	Collections IV		\$ 41.90	\$ 43.99	\$ 46.20	\$ 48.51	\$ 50.94
Collections	Supervisor	Collections Lead Operator		\$ 48.51	\$ 50.94	\$ 53.48	\$ 56.16	\$ 58.96
Ops	Trainee	Operations Operator in Training (OIT)		\$ 27.18	\$ 28.54	\$ 29.96	\$ 31.46	\$ 33.03
Ops	Line	Operator I		\$ 30.71	\$ 32.24	\$ 33.85	\$ 35.55	\$ 37.33
Ops	Line	Operator II		\$ 33.84	\$ 35.54	\$ 37.32	\$ 39.18	\$ 41.15
Ops	Line	Operator III		\$ 37.33	\$ 39.19	\$ 41.16	\$ 43.21	\$ 45.38
Ops	Line	Operator IV		\$ 41.16	\$ 43.21	\$ 45.37	\$ 47.63	\$ 50.02
Ops	Line	Operator V		\$ 50.21	\$ 52.72	\$ 55.35	\$ 58.12	\$ 61.02



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 – 7B

DATE: February 8, 2023
TO: Board of Directors
FROM: John Weigold, General Manager
Bryce Swetek, Engineering Manager
SUBJECT: Discussion and Consideration of Amendment 3 to a Professional Services Agreement with MNS Engineers, Inc. for the Highway 101 Sewer Crossing Relocation Project

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute Amendment 3 of the professional services agreement with MNS Engineers, Inc. (MNS) for additional engineering services in the amount of \$39,828.

DISCUSSION

MNS recently completed the contract documents for the Highway 101 Sewer Main Crossing Relocation (Relocation) project. Due to the high cost of contractor bids, the District investigated the viability of a Protect-In-Place (PIP) project in lieu of the Relocation project. Based on several meetings with the Caltrans design team, PIP is viable, but contingent on the following as directed by the Caltrans design team:

1. The District shall pothole existing steel casing to determine extents and alignment.
2. The District shall mitigate potential damage to existing facilities via structural lining or other strategy.
3. The District, Caltrans, Caltrans Design Team, and Caltrans Contractor (Granite) must agree on a Mitigation Plan.
 - a. As part of the plan, the General Manager will be required to sign a letter relieving Caltrans/Granite of liability to fix the District's facilities should damage occur during the bridge pile work.
4. Caltrans Policy Exception being approved.

These contingency items have either been addressed or are being pursued. As part of the mitigation strategy, Staff requires engineering design services to assist in determining the most appropriate mitigation strategy. Once the mitigation strategy is determined, plans,

specifications, and an engineer's opinion of cost estimate (PS&E) will be required to bid the PIP project and procure any required permits.

During the early stages of design of the Relocation project, Caltrans notified Staff of an additional conflict: The District's northern pipe of our two 8-inch force mains which cross over Oak Creek along S. Jameson, conflicted with Caltrans' temporary widening work for southbound 101 which is part of their Highway 101 HOV Widening project. Since this northern pipe is within immediate proximity to the Relocation project, and due to tight Caltrans deadlines, Staff directed MNS to assist in developing a design for the work under the District's existing Relocation project contract. After discussions with the Caltrans design team, Staff created a new project to address this northern pipe work, called the Posilipo Force Main Temporary Relocation and Restoration (Temporary Bypass) project. MNS produced a 100% draft plan (Attachment 1), however, this plan now requires an update due to the planned PIP project.

The proposed contract Amendment 3 from MNS dated January 27, 2023 (Attachment 2) includes tasks to develop a Technical Memorandum evaluating pipe rehabilitation alternatives and PS&E for the PIP and Temporary Bypass projects. The cost for this proposed work is \$39,828.

Prior Amendments 1 and 2 to the MNS Relocation contract were executed under the previous General Manager's authority. Amendment 1 included survey work to mark out the locations of the jacking and receiving pits for \$3,700. Amendment 2 included the development of traffic control plans for the Potholing work for \$2,000. Including Amendment 3, the total MNS contract cost to date would be \$239,655.

Project Design Milestones (for reference):

- On May 27, 2021, a contract was executed with Flowers & Associates to design the relocation work to resolve the conflict in the Caltrans letter.
- In late July 2021, a proposed alignment was developed to cross Hwy 101 from Hixon Road to the existing Miramar lift station.
- In early August of 2021, it was determined the Miramar lift station would be able to accommodate flows from N Jameson.
- On September 3, 2021, the contract with Flowers & Associates was terminated due to conflicts of interest.
- On September 23, 2021, a contract for a revised design of the relocation work was executed with MNS Engineers.
- On March 4, 2022, a contract was executed with Earth Systems to provide geotechnical services to supplement the project design.
- On July 29, 2022, MNS submitted final design contract documents.
- On August 18, 2022, Earth Systems submitted their final geotechnical report.
- On August 25, 2022, an Addendum to the design documents was issued to the bidders.
- On August 29, MNS was given Notice to Proceed for Amendment 1 work.
- On September 12, 2022, bids closed. The lowest responsive bidder is Raminha Construction with a bid of \$3,987,900.

- In late mid-late September 2022, Staff reached out to local agencies and consultants to determine if the bid prices were reasonable.
- On September 30, 2022, Staff received a conflict exhibit which showed our District facilities were not in direct conflict with Caltrans bridge piles. Staff began inquiries into the idea of protecting District facilities in place.
- On October 4, 2022, Caltrans design team relayed to Staff a protect in place solution may be viable.
- On October 13, 2022, the Board rejected all bids.
- On October 31, 2022, Staff received an email from the Caltrans design team requiring the need to pothole MSD steel casing to determine viability of protecting District facilities in place instead of relocation.
- On November 4, 2022, MNS was given authorization to execute Amendment 2.
- On November 22, 2022, a contract was executed with Sam Hill & Sons to pothole (positively locate) the District's sewer facilities.
- On December 12 and 19, 2022, Staff submitted the pothole data to Caltrans design team.
- On January 19, 2023, Staff met with Rain for Rent on the project site to discuss potential bypassing options for PIP.
- On January 23, 2023, Staff met with Aegion (Insituform) on the project site to discuss lining options.

FISCAL IMPACT

The design portion of the Relocation project was included in the Fiscal Year 2021-2022 budget, as well as the 2022-23 Capital Improvement Project budget for a total of \$194,127. Amendment 3 would increase the total contract amount to \$239,655. The Temporary Bypass project does not overdraw the District's Capital Improvement Projects budget.

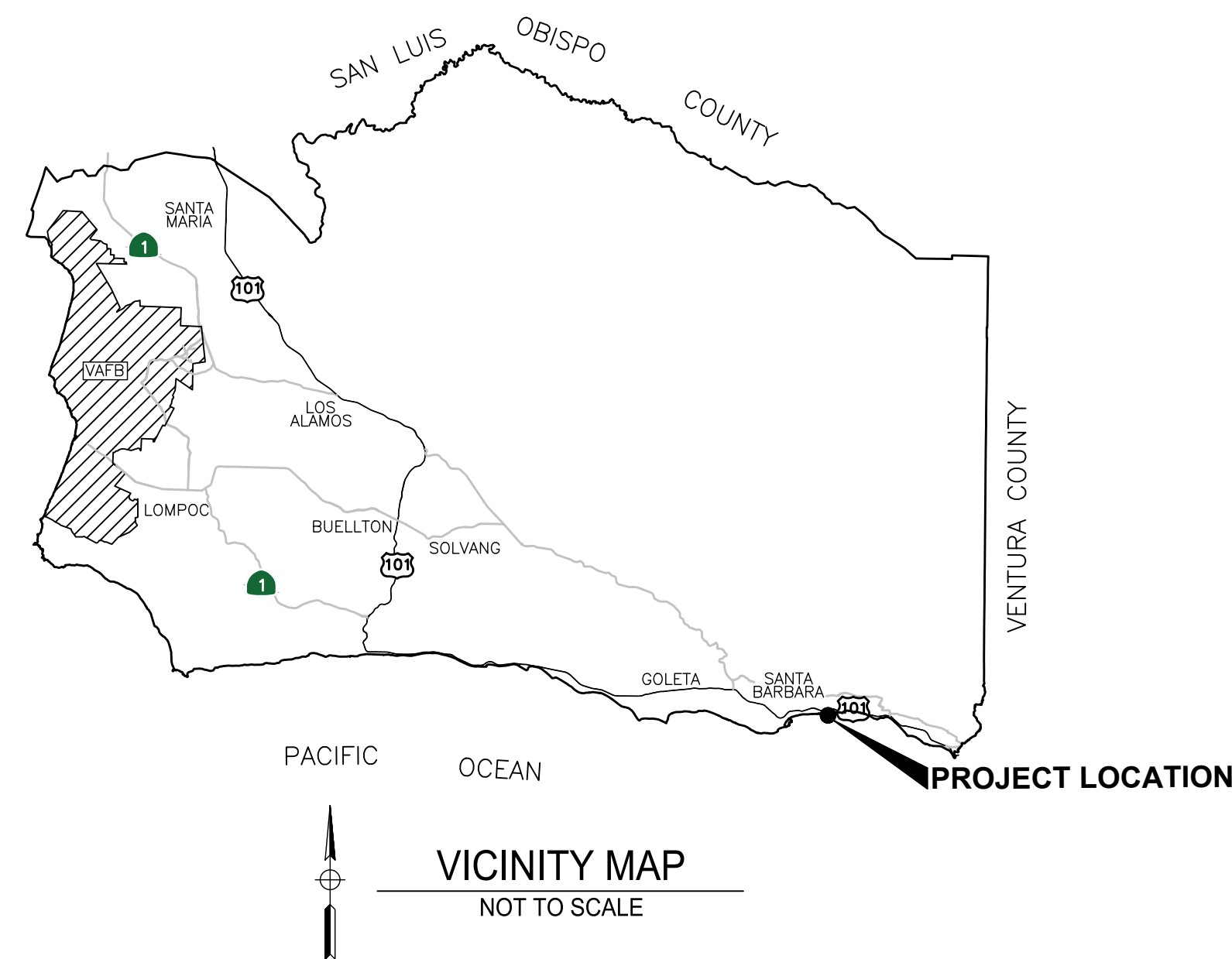
ANALYSIS

District Staff estimates the Amendment 3 cost of \$39,828 is an acceptable amount for the professional services to be implemented. A significant amount of work MNS completed under the Relocation project will carry over to the PIP project, allowing for an effective transfer of information and reducing the cost of the design. Similarly, MNS completed a significant amount of work on the Temporary Bypass project and continuing to work with the same consultant work on the PIP and Temporary Bypass project will increase efficiency for the two related projects. While the District is overbudget on design, moving forward with PIP will result in significant construction cost savings, initially estimated at over \$3,000,000, when comparing the construction cost for the Relocation project.

ATTACHMENTS

1. Posilipo Force Main Temporary Relocation and Restoration – 100% Draft Plan
2. Request for Amendment No. 3 for Additional Work – Design Services for Highway 101 Sewer Crossing Rehabilitation and Posilipo Force Main Temporary Relocation and Restoration Project

MONTECITO SANITARY DISTRICT POSILIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT MONTECITO, CALIFORNIA



SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G-1	TITLE SHEET, INDEX, LOCATION MAP, VICINITY MAP, AND UTILITY CONTACTS
2	G-2	NOTES AND LEGEND
3	G-3	SURVEY CONTROL PLAN
4	C-1	FORCE MAIN TEMPORARY RELOCATION PLAN
5	C-2	FORCE MAIN RESTORATION PLAN
6	C-3	CIVIL DETAILS



PUBLIC UTILITIES WITHIN PROJECT LIMITS

<p>TELEPHONE:</p> <p>AT&T 600 East Green Street Room, 300 Pasadena, CA 91101 Kyle Rogers 213-516-3350</p> <p>ROADS:</p> <p>County of Santa Barbara Public Works Department 105 E Anapamu St #301 Santa Barbara, CA 93101 805-568-3000</p> <p>HIGHWAY 101:</p> <p>Caltrans District 5 50 Higuera St San Luis Obispo, Ca. 93401 805-549-3111</p>	<p>ELECTRICITY:</p> <p>Southern California Edison Company 3589 Foothill Drive Thousand Oaks, CA 91361 George Perez 805-559-9913</p> <p>GAS:</p> <p>Southern California Gas Company 9400 Oakdale Ave Chatsworth, CA 91311 Sam Sifentes 818-701-3245</p> <p>WATER:</p> <p>Montecito Water District 583 San Ysidro Road Santa Barbara, CA 93108 805-969-2271</p>	<p>SEWER:</p> <p>Montecito Sanitary District 1042 Monte Cristo Lane Montecito, CA 93108 Bradley Rahrer 805-969-4200</p> <p>STORM DRAIN:</p> <p>County of Santa Barbara Public Works Department</p>
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100% DRAFT **NOT FOR FOR CONSTRUCTION**



201 N. Calle Cesar Chavez
Suite 300
Santa Barbara, CA 93103
Phone: 805-692-6921
www.mnsengineers.com

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PAGE	
ATLAS	

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HOR. N/A

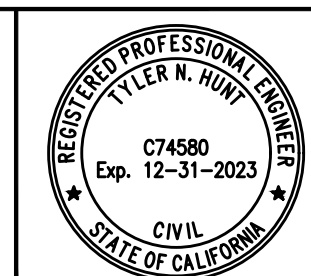
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REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED



MONTECITO SANITARY DISTRICT
1042 Monte Cristo Lane Santa Barbara, CA 93108

Approved: _____ Date _____, 20____
General Manager



POSILIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT
TITLE SHEET, INDEX, LOCATION MAP, VICINITY MAP, AND UTILITY CONTACTS
MONTECITO SANITARY DISTRICT

PROJ. NO. _____
DWG. NO. G-1
SHT. 1 OF 6 SHTS.

GENERAL NOTES

- ALL CONSTRUCTION WORK SHALL CONFORM TO THE MOST CURRENT COUNTY OF SANTA BARBARA AND MONTECITO SANITARY DISTRICT STANDARDS AND SPECIFICATIONS AND ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE DISTRICT ENGINEER OR DESIGNEES. (HEREIN COLLECTIVELY REFERRED TO AS "DISTRICT ENGINEER").
- ALL REQUIRED PERMITS AND LICENSE(S) SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITION OF THE JOB SITE DURING THE COURSE OF CONSTRUCTION FOR THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE SITE AND SHALL, AT HIS EXPENSE, REPAIR OR REPLACE TO ORIGINAL CONDITION ALL EXISTING IMPROVEMENTS WITHIN OR ADJACENT TO THE JOB SITE WHICH ARE NOT DESIGNATED FOR REMOVAL AND WHICH ARE DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND/OR MAINTAINING ALL-WEATHER ACCESS AT ALL TIMES TO EXISTING PROPERTIES LOCATED IN THE VICINITY OF THE WORK AREA. ALL TEMPORARY ACCESS RESTRICTIONS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING SERVICES (UTILITIES, GARBAGE COLLECTION, MAIL DISTRIBUTION, ETC.) TO EXISTING PROPERTIES LOCATED IN THE VICINITY OF THE WORK AREA.
- THE CONTRACTOR SHALL PREPARE AND HAVE APPROVED BY THE COUNTY OF SANTA BARBARA A TRAFFIC CONTROL PLAN PRIOR TO THE BEGINNING OF CONSTRUCTION. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH). NO STREET OR LANE CLOSURE SHALL BE PERMITTED UNLESS PREVIOUSLY ARRANGED FOR AND GRANTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL PREPARE AND HAVE APPROVED BY THE DISTRICT AND THE COUNTY OF SANTA BARBARA, A WATER POLLUTION CONTROL PLAN (WPCP) PRIOR TO THE BEGINNING OF CONSTRUCTION. THE WATER POLLUTION CONTROL PLAN SHALL ADDRESS BOTH COMMON CONSTRUCTION ACTIVITIES AND EXTRAORDINARY EVENTS AND SHALL MEET THE REQUIREMENTS OF THE "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM" (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. CONSTRUCTION SHALL NOT BEGIN UNTIL THE WPCP IS APPROVED BY THE DISTRICT ENGINEER.
- DURING ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, OBSERVE, FOLLOW AND IMPLEMENT ALL THE REQUIREMENTS OF THE NPDES AND WPCP AND KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE DISTRICT'S REPRESENTATIVE THROUGHOUT THE CONSTRUCTION OPERATION.
- VERIFY DIMENSIONS AND CONDITIONS AT THE SITE BEFORE STARTING WORK. ANY CONFLICT BETWEEN DETAILS OR DIMENSIONS ON THE DRAWINGS SHALL BE REPORTED PROMPTLY TO THE DISTRICT'S ENGINEER WHO WILL DETERMINE THE INTENT OF THE DRAWINGS.
- EXISTING PAVEMENT SHALL BE SAW CUT IN ACCORDANCE WITH COUNTY OF SANTA BARBARA STANDARDS AND SPECIFICATIONS TO REVEAL A COMPETENT STRUCTURAL SECTION; NEW PAVING SHALL BE JOINED AT THIS POINT. THE EXISTING STRUCTURAL SECTION SHALL BE INSPECTED BY THE COUNTY OF SANTA BARBARA PRIOR TO THE PLACEMENT OF BASE.
- DESIGNATE AND KEEP ON THE PROJECT AT ALL TIMES WHILE WORK IS BEING PERFORMED A COMPETENT SUPERINTENDENT WHO SHALL NOT BE REPLACED WITHOUT A WRITTEN NOTICE TO THE DISTRICT'S ENGINEER. THE SUPERINTENDENT WILL BE THE CONTRACTOR'S REPRESENTATIVE AT THE SITE AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. DURING PERIODS WHEN THE WORK IS SUSPENDED, MAKE APPROPRIATE ARRANGEMENTS FOR ANY EMERGENCY WORK WHICH MAY BE REQUIRED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERPETUATE ALL EXISTING SURVEY MONUMENTS WITHIN THE CONSTRUCTION AREA IN ACCORDANCE WITH SECTION 8771 OF THE LAND SURVEYORS ACT.
- THE DISTRICT ENGINEER MAY REQUEST REVISIONS IN THE PLANS TO SOLVE UNFORESEEN PROBLEMS THAT MAY ARISE IN THE FIELD. REVISIONS SHALL BE REVIEWED BY THE ENGINEER OF RECORD PRIOR TO IMPLEMENTATION. ADDITIONALLY, THE DISTRICT ENGINEER MAY ALERT THE CONTRACTOR TO DEVIATIONS IN THE WORK FROM THE PLANS. THE CONTRACTOR SHALL REMEDY THE WORK TO COMPLY WITH THE PLANS TO THE SATISFACTION OF THE INSPECTOR.
- WHERE EXISTING TRAFFIC STRIPING OR STENCILING IS DAMAGED OR OBLITERATED DURING CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE IN KIND SAID STRIPING OR STENCILING TO THE SATISFACTION OF THE COUNTY OF SANTA BARBARA. IF STENCILING IS PARTIALLY OBLITERATED, THE ENTIRE STENCIL OR LEGEND SHALL BE REPLACED.

BYPASSING NOTES

- MAINTAIN POSILOPO LIFT STATION SERVICE AT ALL TIMES DURING CONSTRUCTION.
- SUBMIT A BYPASSING PLAN PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA TO THE DISTRICT FOR REVIEW A MINIMUM OF TEN DAYS PRIOR TO REMOVING THE DISTRICT'S FORCE MAIN FROM SERVICE. THE DISTRICT'S WRITTEN PERMISSION SHALL BE OBTAINED PRIOR TO REMOVING THE FORCE MAIN FROM SERVICE.
- SUBMIT A WRITTEN CHANGE-OVER PLAN TO THE DISTRICT FOR REVIEW A MINIMUM OF 14 DAYS PRIOR TO PUTTING THE RELOCATED FORCE MAIN BACK INTO SERVICE OR PUTTING THE FINAL FORCE MAIN INTO SERVICE.
- SCHEDULE THE ORDER OF WORK TO MINIMIZE THE DURATION THAT THE FORCE MAIN IS OUT OF SERVICE.
- PREPARE, SUBMIT, AND MAINTAIN ONSITE A SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN.

PERMIT REQUIREMENT NOTES

- THE CONTRACTOR SHALL OBTAIN RIGHT OF WAY PERMITS FROM THE COUNTY OF SANTA BARBARA FOR CONSTRUCTION OF THE TEMPORARY FORCE MAIN AND FOR CONSTRUCTION OF THE RESTORED FORCE MAIN. CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE COUNTY PERMIT REQUIREMENTS AT ALL TIMES.
- THE CONTRACTOR SHALL OBTAIN RIGHT OF WAY PERMITS FROM CALTRANS FOR CONSTRUCTION OF THE TEMPORARY FORCE MAIN AND FOR CONSTRUCTION OF THE RESTORED FORCE MAIN. CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CALTRANS PERMIT REQUIREMENTS AT ALL TIMES.

UTILITY NOTES

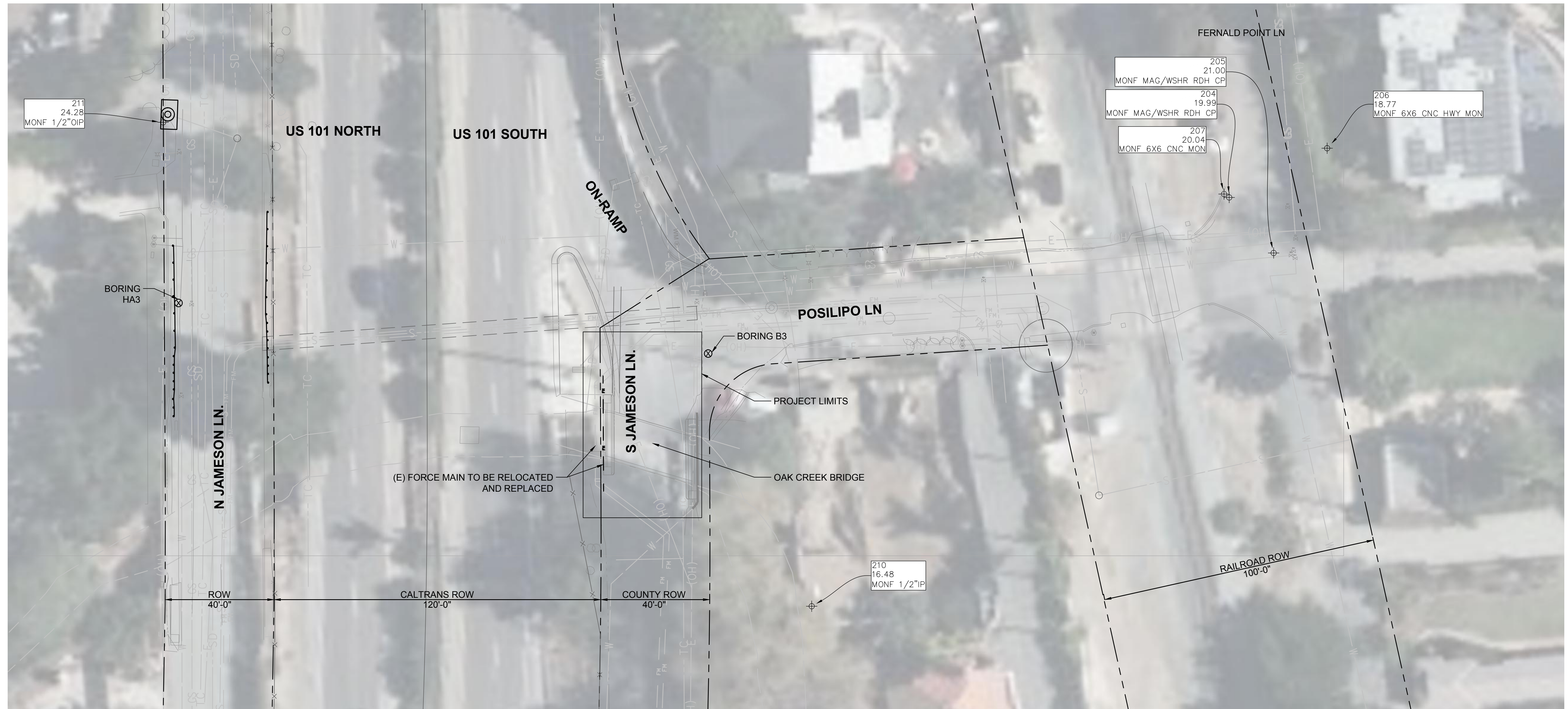
- AN EFFORT HAS BEEN MADE TO DETERMINE THE LOCATION OF UNDERGROUND FACILITIES WITHIN THE PROJECT AREA. HOWEVER, ALL EXISTING UTILITY AND OTHER UNDERGROUND STRUCTURES MAY NOT BE SHOWN ON THIS PLAN AND THEIR LOCATION WHERE SHOWN IS APPROXIMATE. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR LOCATING UNDERGROUND UTILITIES AND OTHER FACILITIES AND FOR PROTECTING THE SAME DURING THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 811 TWO TO TEN DAYS PRIOR TO THE START OF EXCAVATION TO REQUEST THE LOCATION OF EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL VERIFY IF A REPRESENTATIVE OF EACH COMPANY WILL BE REQUIRED TO BE PRESENT DURING EXCAVATION AND SHALL COORDINATE EXCAVATION SCHEDULES WITH THESE UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ANY UTILITIES NOT MEMBERS OF U.S.A. DURING THE SAME TIME PERIOD.
- THE CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICE FUNCTION, DISTURB THE SUPPORT BASE, OR MODIFY ANY FACILITY WITHOUT AUTHORITY FROM UTILITY OWNER.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL POTHOLE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- EXISTING PIPELINES/UTILITIES CROSSING NEW SYSTEM PIPING OR SIMILAR EXCAVATIONS REQUIRED TO CONSTRUCT THE PIPING, SHALL BE PROTECTED IN PLACE, UNLESS OTHERWISE NOTED. ALL EXISTING PIPELINES/UTILITIES SHALL BE SUPPORTED ACROSS THE EXCAVATION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY OWNER IF ANY UTILITY IS DISTURBED OR DAMAGED DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL BEAR THE COSTS OF REPAIR OR REPLACEMENT OF ANY MARKED UTILITY WHERE DAMAGE WAS CAUSED BY THE CONTRACTOR'S ACTIVITIES.
- OVERHEAD UTILITIES ARE NOT SHOWN IN ALL INSTANCES. CONTRACTOR SHALL USE DUE CAUTION WHEN WORKING NEAR OR UNDER THESE UTILITIES, AND SHALL PROTECT THEM IN PLACE.
- CONTRACTOR SHALL RESTORE EXISTING PAVING AND STRIPING DAMAGED BY CONSTRUCTION IN KIND PER THE REQUIREMENTS OF THE COUNTY OF SANTA BARBARA.
- EXPOSED EXISTING UTILITIES WITHIN AN OPEN TRENCH SHALL BE SUPPORTED DURING CONSTRUCTION AS NECESSARY.

LEGEND

SYMBOLS		ABBREVIATIONS	
EXISTING	PROPOSED		
	FIRE HYDRANT	AC	ASPHALT CONCRETE
	WATER VALVE	APN	ASSESSOR'S PARCEL NUMBER
	WATER METER	ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
	GAS METER	CB	CATCH BASIN
	GAS VALVE	CCTV	CLOSED-CIRCUIT TELEVISION
	PHONE PEDESTAL	CL	CENTERLINE
	PHONE BOX/VAULT	CO	CLEANOUT
	PHONE MANHOLE	CONC	CONCRETE
	TRAFFIC SIGNAL CONTROL BOX	CP	CONTROL POINT
	TV BOX/VAULT	DIP	DUCTILE IRON PIPE
	STORM DRAIN MANHOLE	DWY	DRIVEWAY
	SEWER MANHOLE	(E) OR EX	EXISTING
	SEWER CLEANOUT	E	EAST(ERN)
	SIGN	EG	EXISTING GRADE
	BENCHMARK	ELEV	ELEVATION
	STREETLIGHT	EP	EDGE OF PAVEMENT
	ELECTRIC BOX/VAULT	EWEF	EACH WAY EACH FACE
	POWER POLE	FBEL&C	FUSION BONDED EPOXY LINED AND COATED
	UNDERGROUND ELECTRIC	FG	FINISH GRADE ELEVATION
	OVERHEAD WIRE	G	GAS
	WATER	HYD	FIRE HYDRANT
	GAS	FS	FINISH SURFACE ELEVATION
	SEWER	GB	GRADE BREAK
	TELEPHONE	GM	GAS METER
	STORM DRAIN	GV	GAS VALVE
	CHAIN LINK FENCE	I.D.	INNER DIAMETER
	GUARD RAIL	INV	INVERT ELEVATION
	CONTROL POINT	LGHT	LIGHT/LIGHT POLE
	CONTROL POINT (MONUMENT WELL)	MAX.	MAXIMUM
	RIGHT-OF-WAY	MH	MANHOLE
	FORCE MAIN	MIN.	MINIMUM
	CONNECTION POINT	MON	SURVEY MONUMENT
	GEOTECHNICAL AND BORING LOCATION AND IDENTIFICATION	(N)	NEW
	EXISTING ELEVATION	N	NORTH(ERN)
	REMOVE AND SALVAGE OR REMOVE AND DISPOSE OF LEGALLY	O.D.	OUTER DIAMETER
	NEW FORCE MAIN	OH	OVERHEAD UTILITY
		PCC	PORTLAND CEMENT CONCRETE
		PL	PROPERTY LINE
		PSI	POUNDS PER SQUARE INCH
		PVC	POLYVINYL CHLORIDE
		R/W	RIGHT-OF-WAY
		S	SOUTH(ERN), SLOPE
		SCH	SCHEDULE
		SD	STORM DRAIN
		SDR	STANDARD DIMENSION RATIO
		SS	SANITARY SEWER
		STA	STATION
		TC	TELECOMMUNICATIONS
		TEL	TELEPHONE
		TG	TOP OF GRATE
		TYP	TYPICAL
		VL	VAULT
		W	WEST(ERN)
		WL	WATER LINE
		WM	WATER METER
		WV	WATER VALVE

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<p>201 N. Calle Cesar Chavez Suite 300 Santa Barbara, CA 93103 Phone: 805-692-6921 www.mnsengineers.com</p>	DESIGN <u> NAB </u> DRAWN <u> AMP </u> CHECKED <u> TNH </u> BID NO. _____ PAGE _____ ATLAS _____	SCALE: _____ VERT. _____ HOR. _____	WARNING IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION	DATE	APPROVED																	<p>MONTECITO SANITARY DISTRICT 1042 Monte Cristo Lane Santa Barbara, CA 93108 Approved: _____ Date _____, 20____ General Manager</p>		<p>POSILOPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT</p> <p>NOTES AND LEGEND</p> <p>MONTECITO SANITARY DISTRICT</p>	PROJ. NO. _____ DWG. NO. G-2 SHT. <u> 2 </u> OF <u> 6 </u> SHTS.
	NO.	DESCRIPTION	DATE	APPROVED																								



**LOCAL HORIZONTAL AND VERTICAL CONTROL MONUMENTS
(U.S. SURVEY FEET)**

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
204	1979235.1535	6071521.5891	19.99	MONF MAG/WSHR RDH CP
205	1979220.4996	6071499.9865	21.00	MONF MAG/WSHR RDH CP
206	1979197.8624	6071536.7626	18.77	MONF 6X6 CNC HWY MON
207	1979236.9400	6071522.9910	20.04	MONF 6X6 CNC MON
210	1979399.9234	6071384.1543	16.48	MONF 1/2"IP
211	1979623.3113	6071580.1638	24.28	MONF 1/2"OIP

BASIS OF ELEVATIONS
 ELEVATIONS ARE BASED ON THE PUBLISHED VALUES PROVIDED BY THE CSRC USING CGPS STATIONS ON THE NAVD88 VERTICAL DATUM.

BASIS OF BEARINGS AND MEASUREMENTS
 ALL DISTANCES, BEARINGS, AND COORDINATES ARE BASED ON ZONE 5 OF THE CALIFORNIA COORDINATE SYSTEM.

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MONTECITO SANITARY DISTRICT
 1042 Monte Cristo Lane Santa Barbara, CA 93108

Approved: _____ Date _____, 20____
 General Manager

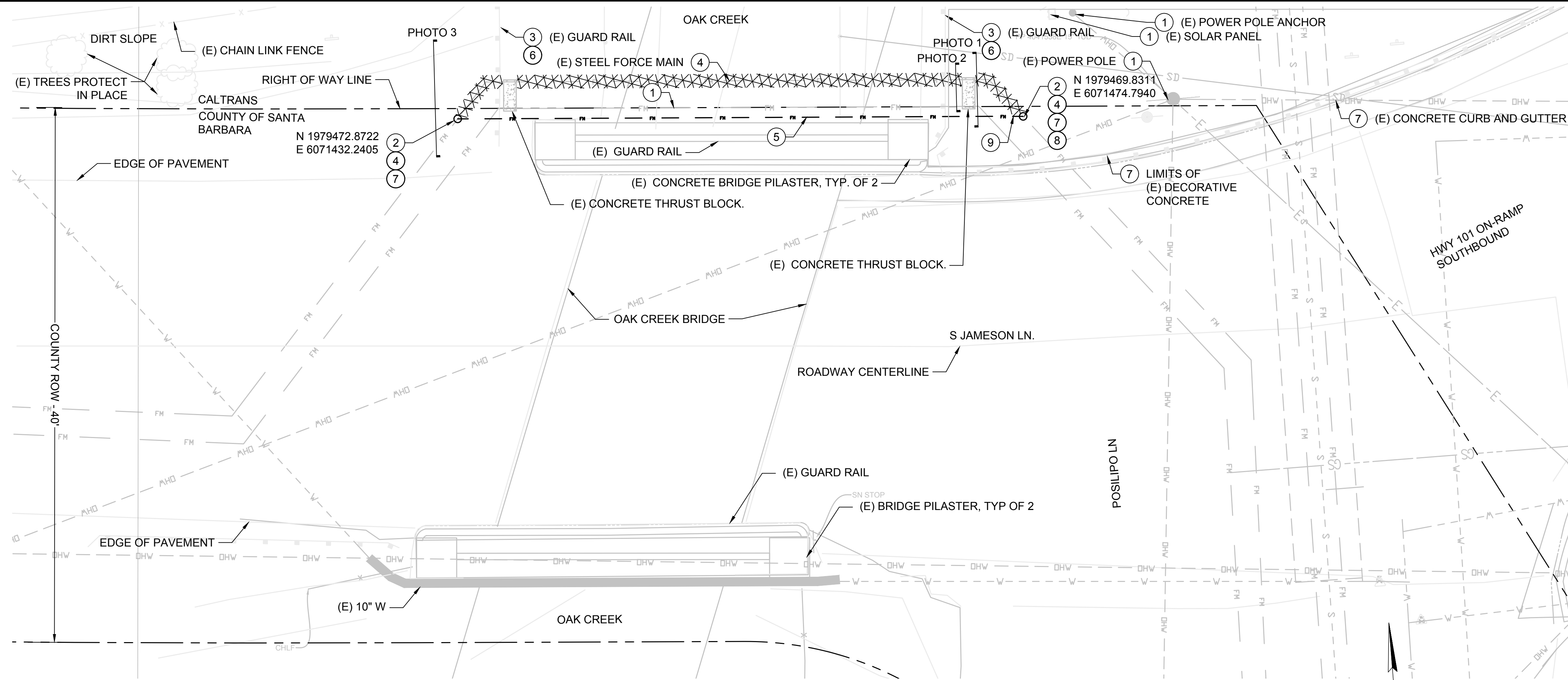


POSILIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT

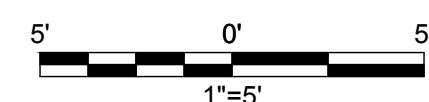
SURVEY CONTROL PLAN

MONTECITO SANITARY DISTRICT

PROJ. NO.	_____
DWG. NO.	G-3
SHT. 3 OF 6 SHTS.	



POSOLIPO FORCE MAIN TEMPORARY RELOCATION PLAN



CONSTRUCTION NOTES

- ① PROTECT IN PLACE EXISTING UTILITIES, POWER POLE, POWER POLE ANCHOR, AND SOLAR PANEL.
- ② POT HOLE EXISTING 8" FORCE MAIN. VERIFY FORCE MAIN ALIGNMENT AND DEPTH THROUGHOUT THE CALTRANS RIGHT OF WAY.
- ③ REMOVE EXISTING GUARD RAIL SEGMENTS AS REQUIRED TO RELOCATE FORCE MAIN.
- ④ REMOVE AND SALVAGE THE EXISTING ABOVE GROUND AND BELOW GROUND SEGMENTS OF THE 8" FORCE MAIN THAT ARE LOCATED WITHIN THE CALTRANS RIGHT OF WAY. PROTECT IN PLACE EXISTING CONCRETE THRUST BLOCKS AT BRIDGE CROSSING FOR FUTURE USE.
- ⑤ INSTALL NEW TEMPORARY 8" FBEL&C WELDED STEEL PIPE SEWAGE FORCE MAIN WITHIN THE COUNTY OF SANTA BARBARA RIGHT OF WAY LIMITS INCLUDING THRUST BLOCKS PER DRAWING C-3 DETAIL 2. REPAIR DAMAGED LINING AND COATINGS
- ⑥ REPLACE EXISTING GUARD RAIL SEGMENTS REMOVED FOR FORCE MAIN RELOCATION.
- ⑦ REPAIR EXISTING AC PAVEMENT, STRIPING, GUARD RAILS, HARDSCAPE, CURB, GUTTER, CONCRETE, AND OTHER ITEMS DAMAGED BY CONSTRUCTION TO PRECONSTRUCTION CONDITIONS.
- ⑧ REMOVE STAMPED CONCRETE AS NECESSARY FOR CONSTRUCTION. REPLACE WITH COMPACTED BACKFILL TO GRADE.
- ⑨ INSTALL 2" STAINLESS STEEL COMBINATION AIR RELEASE/AIR VACUUM VALVE BY VENTO MAT MODEL RGX OR APPROVED EQUAL.



PHOTO 1



PHOTO 2



PHOTO 3

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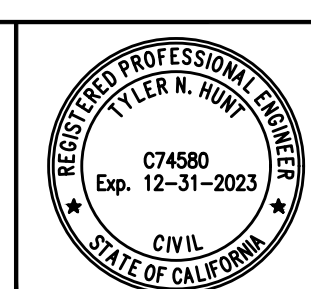
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 1042 Monte Cristo Lane Santa Barbara, CA 93108

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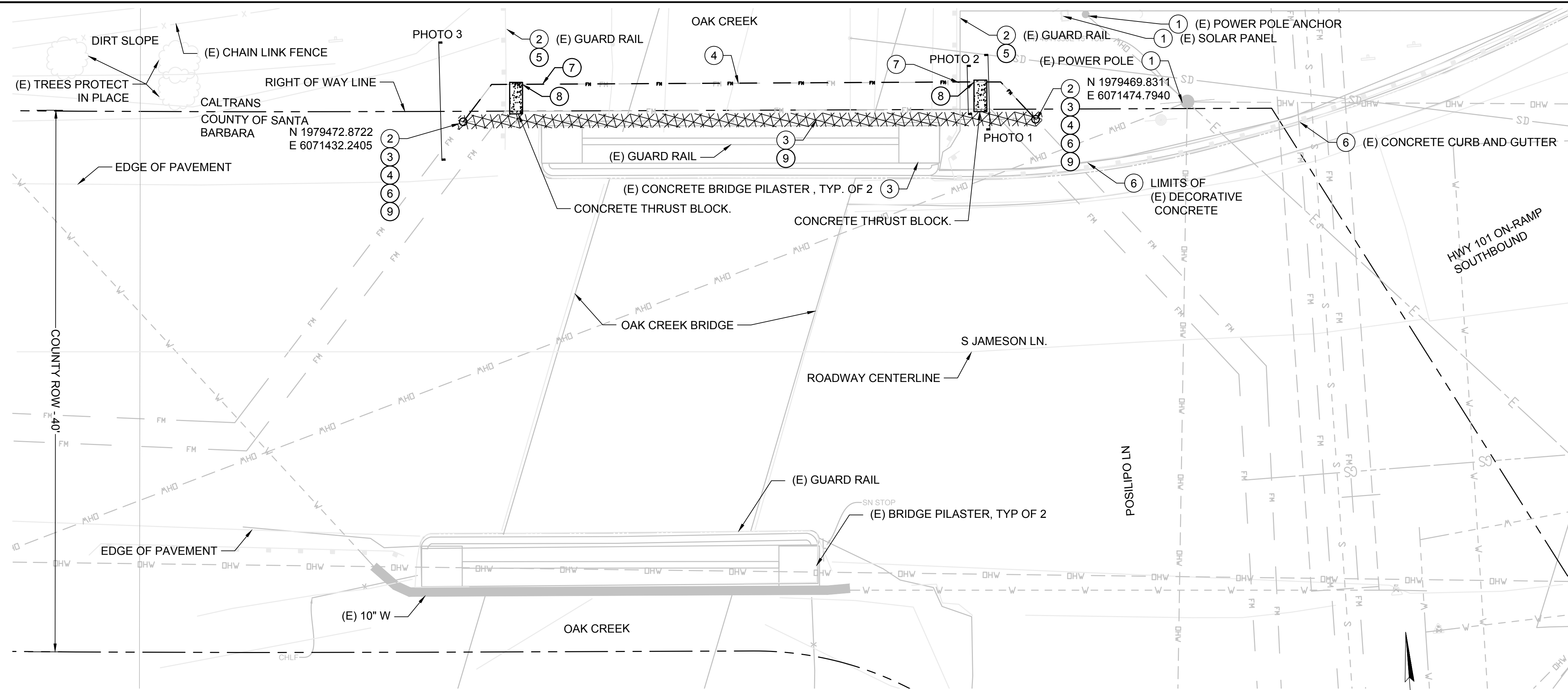


POSOLIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT

FORCE MAIN TEMPORARY RELOCATION PLAN

MONTECITO SANITARY DISTRICT

PROJ. NO.	_____
DWG. NO.	C-1
SHT. 4 OF 6 SHTS.	



POSOLIPO FORCE MAIN TEMPORARY RELOCATION PLAN

- CONSTRUCTION NOTES**
- ① PROTECT IN PLACE EXISTING UTILITIES, POWER POLE, POWER POLE ANCHOR, AND SOLAR PANEL.
 - ② REMOVE EXISTING GUARD RAIL SEGMENTS AS REQUIRED TO RESTORE FORCE MAIN PIPELINE.
 - ③ REMOVE AND DISPOSE OF OR SALVAGE THE TEMPORARY 8" FORCE MAIN INCLUDING THE OAK CREEK BRIDGE CROSSING. REPAIR PIPE SUPPORT ANCHOR POINTS WITH NON-SHRINK GROUT.
 - ④ INSTALL NEW 8" FBEL&C WELDED STEEL PIPE SEWAGE FORCE MAIN INCLUDING THE OAK CREEK CROSSING FOLLOWING THE ORIGINAL ALIGNMENT. INCLUDE THRUST BLOCKS PER DRAWING C-3 DETAIL 2.
 - ⑤ REPLACE EXISTING GUARD RAIL SEGMENTS REMOVED FOR FORCE MAIN CONSTRUCTION.
 - ⑥ REPAIR EXISTING AC PAVEMENT, STRIPING, GUARD RAILS, CURB, GUTTER, CONCRETE AND OTHER ITEMS DAMAGED BY CONSTRUCTION TO PRECONSTRUCTION CONDITIONS.
 - ⑦ MECHANICAL CONNECTION FOR COMBINATION SEWAGE AIR RELEASE / AIR VACUUM VALVE. REINSTALL SALVAGED MECHANICAL CONNECTION ON RESTORED FORCE MAIN BRIDGE CROSSING.
 - ⑧ REMOVE EXISTING THRUST BLOCKS AND REPLACE WITH NEW THRUST BLOCKS PER C-3 DETAIL 4. COORDINATE SCHEDULE FOR THRUST BLOCK REPLACEMENT WITH MSD OPERATIONS STAFF.
 - ⑨ REMOVE AND DISPOSE OF THRUST BLOCK INSTALLED FOR TEMPORARY FORCE MAIN.



PHOTO 1

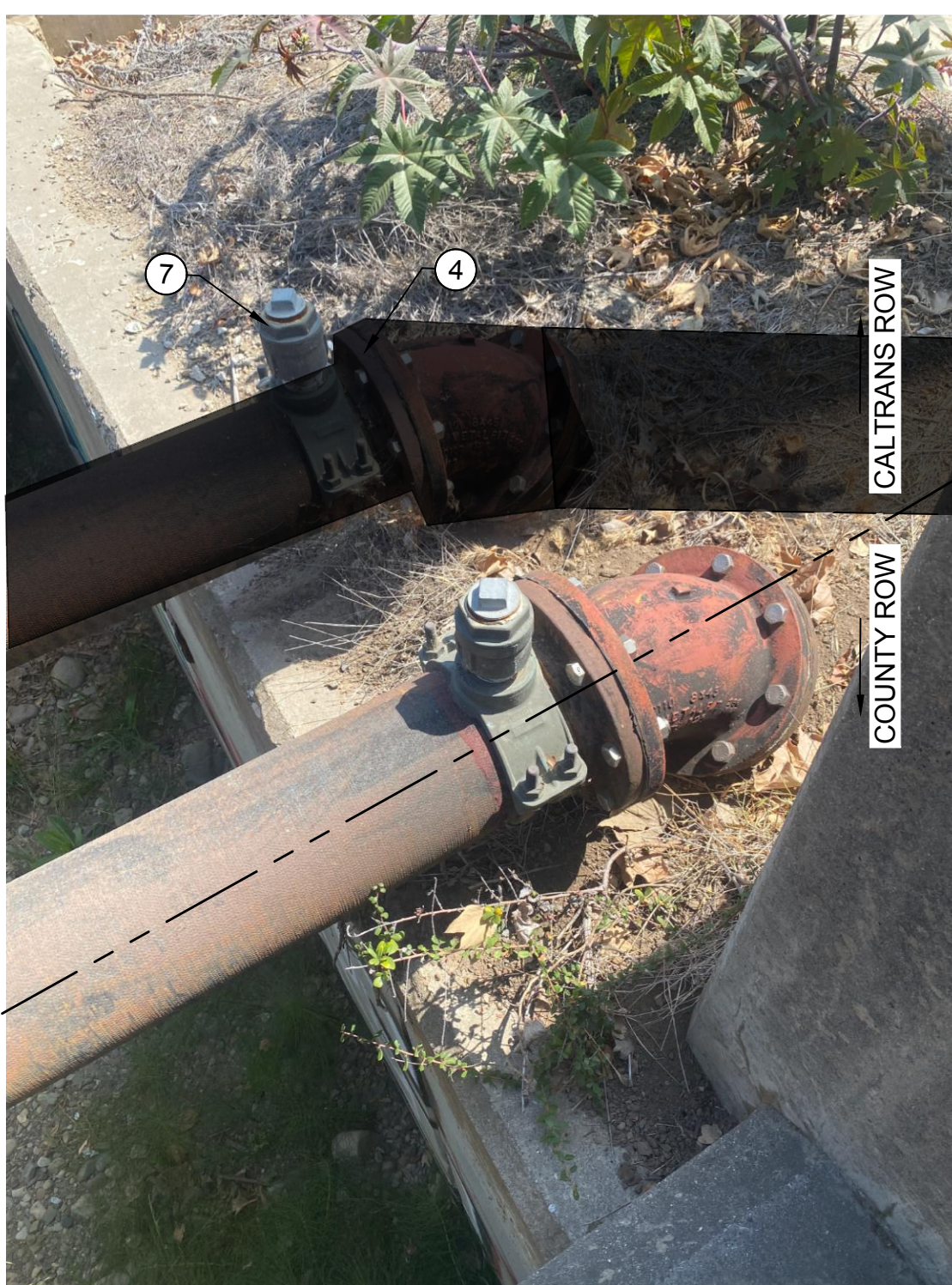


PHOTO 2



PHOTO 3

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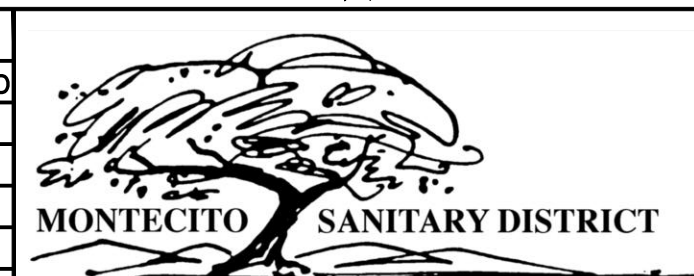
HOR. 1" = 10'

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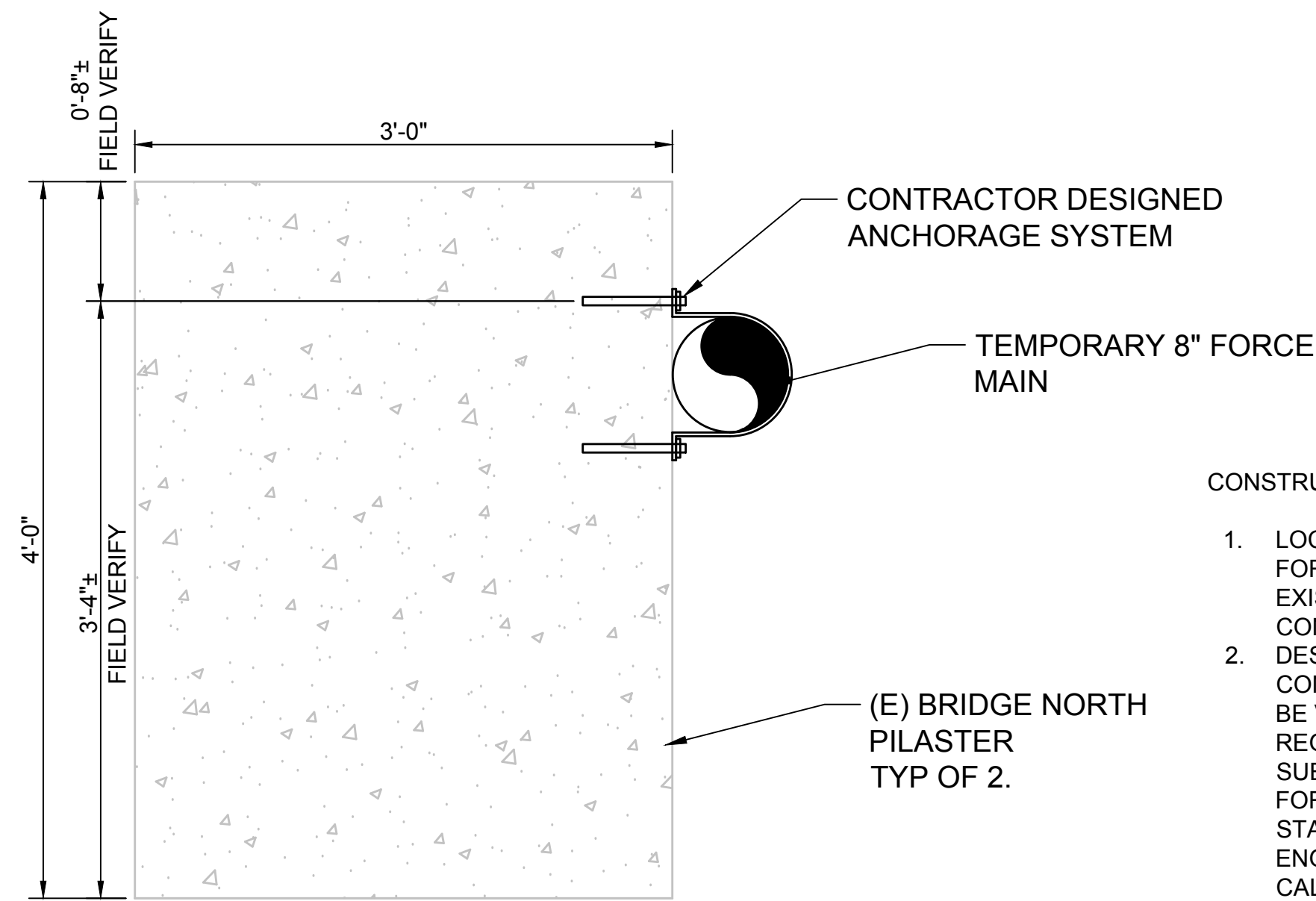


POSOLIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT

FORCE MAIN RESTORATION PLAN

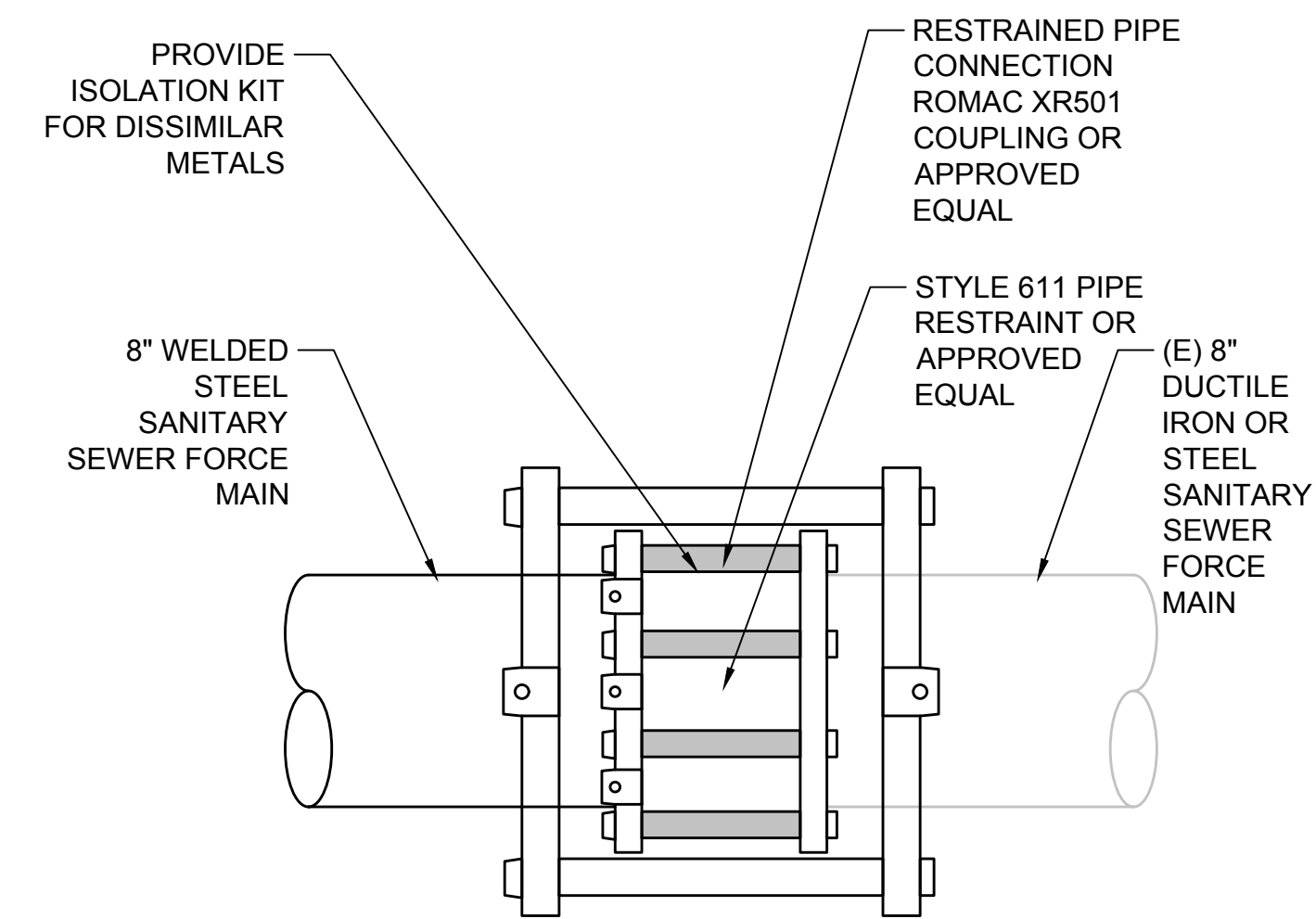
MONTECITO SANITARY DISTRICT

PROJ. NO.	_____
DWG. NO.	C-2
SHT. 5 OF 6 SHTS.	



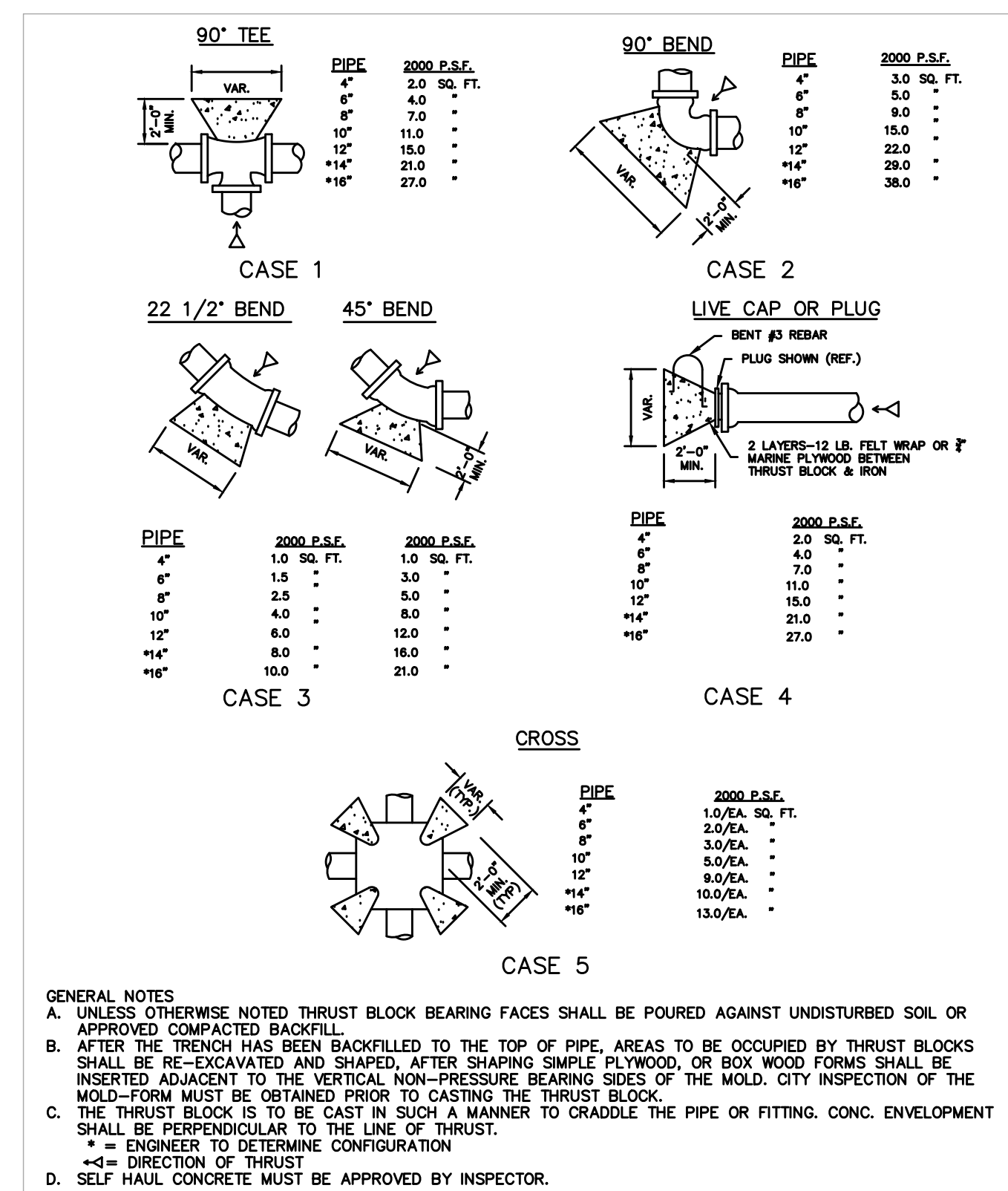
CONSTRUCTION NOTES:

1. LOCATION IS SHOWN FOR TEMPORARY FORCE MAIN CROSSING AND CONNECTION TO EXISTING PILASTERS IS APPROXIMATE. CONTRACTOR TO FIELD VERIFY
2. DESIGN FOR TEMPORARY FORCE MAIN CONNECTION TO EXISTING PILASTER SHALL BE VERIFIED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA. SUBMIT DESIGN DETAILS AND CALCULATIONS FOR PIPE TO PILASTER CONNECTION STAMPED AND SIGNED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
3. REPAIR PILASTER AFTER REMOVAL OF SUPPORTS. WITH NON SHRINK GROUT.

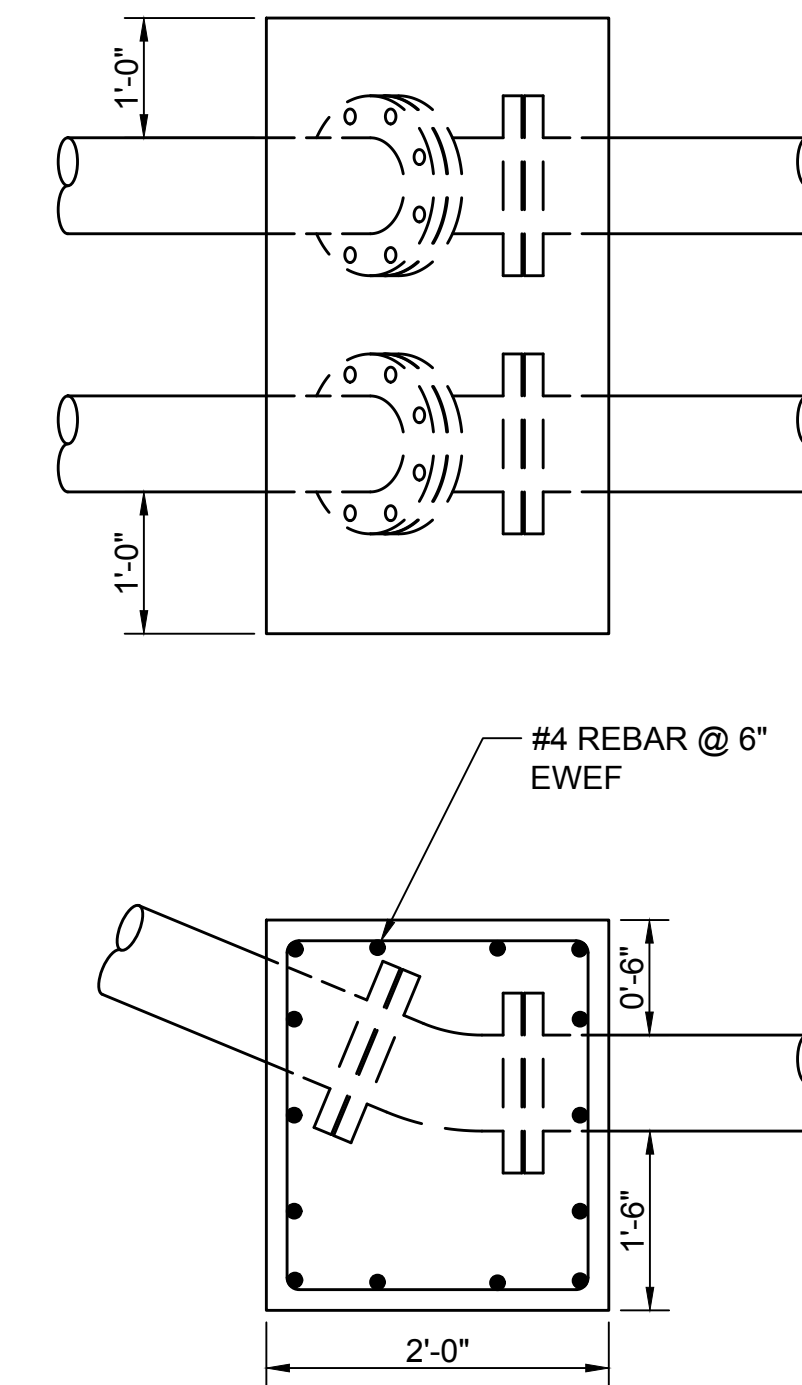


1
C-1 **TEMPORARY PIPE SUPPORT AT BRIDGE PILASTER**
NTS

2
C-1 **DUCTILE IRON TO STEEL FORCE MAIN CONNECTION DETAIL**
NTS



GENERAL NOTES
 A. UNLESS OTHERWISE NOTED THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL.
 B. AFTER THE TRENCH HAS BEEN BACKFILLED TO THE TOP OF PIPE, AREAS TO BE OCCUPIED BY THRUST BLOCKS SHALL BE RE-EXCAVATED AND SHAPED. AFTER SHAPING SIMPLE PLYWOOD, OR BOX WOOD FORMS SHALL BE INSERTED ADJACENT TO THE VERTICAL NON-PRESSURE BEARING SIDES OF THE MOLD. CITY INSPECTION OF THE MOLD-FORM MUST BE OBTAINED PRIOR TO CASTING THE THRUST BLOCK.
 C. THE THRUST BLOCK IS TO BE CAST IN SUCH A MANNER TO CRADLE THE PIPE OR FITTING. CONC. ENVELOPMENT SHALL BE PERPENDICULAR TO THE LINE OF THRUST.
 * = ENGINEER TO DETERMINE CONFIGURATION
 -d = DIRECTION OF THRUST
 D. SELF HAUL CONCRETE MUST BE APPROVED BY INSPECTOR.



4
C-1 **SPECIAL THRUST BLOCK**
NTS

3
C-1 **THRUST BLOCK**
NTS

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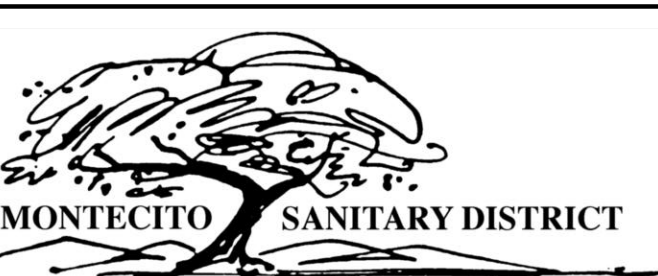
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 1042 Monte Cristo Lane Santa Barbara, CA 93108
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 General Manager



POSILIPO FORCE MAIN TEMPORARY RELOCATION AND RESTORATION PROJECT
CIVIL DETAILS
 MONTECITO SANITARY DISTRICT

PROJ. NO.	_____
DWG. NO.	C-3
SHT. OF	6 OF 6 SHTS.

January 27, 2022

Bryce Swetek, P.E.
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbra, CA 93101

Subject: Request for Amendment No. 3 for Additional Work – Design Services for Highway 101 Sewer Crossing Rehabilitation and Posilipo Force Main Temporary Relocation and Restoration Project

Dear Mr. Swetek:

Thank you for the opportunity to submit this Request for Amendment No. 3 for Additional Work - Design Services for Highway 101 Sewer Crossing Rehabilitation and Posilipo Force Main Temporary Relocation and Restoration (Project) for the Montecito Sanitary District (District).

Project Understanding

MNS Engineers, Inc. (MNS), recently completed the contract documents for the Highway 101 Sewer Main Crossing Relocation project. Due to the high cost of contractor bids, the District decided to investigate alternatives to relocation of the existing sewer crossing Highway 101. It was determined that the District will be permitted to leave the existing sewer, force mains, and casing in-place, provided the District takes steps to minimize potential damage to the pipes during construction of the Highway 101 improvements.

The District has requested that MNS perform an investigation to evaluate alternatives to protect the pipes in the casing, select an alternative, and provide contract documents suitable for public bidding. The existing 12-inch gravity sewer material is vitrified clay pipe and the 2 – 6-inch force mains material is cast iron pipe. The sewer and force mains are located in a 175-foot long, 60-inch diameter steel casing. The assumed alternatives for evaluation are full replacement with HDPE, pipe bursting, cast-in-place pipe lining, and spiral wound pipe lining.

Additionally, the District has requested MNS complete the contract documents for the following:

- Temporarily relocate the north Posilipo Lift Station 8-inch sewer force main crossing of Oak Creek Bridge at the bridge crossing only to outside the Caltrans right-of-way and to cross the bridge adjacent to and above the existing parallel south 8-inch force main.
- Restore permanently the north Posilipo Lift Station 8-inch sewer force main crossing of Oak Creek Bridge at the bridge crossing only to inside the Caltrans right-of-way and to cross the bridge in the pipeline's current alignment, north and adjacent to the existing parallel south 8-inch force main.

The force main relocation drawings are currently at a 90% design level.

Scope of Work

MNS proposes to complete the additional work under Tasks 1, 2, and 3 as described below.

Task 1 – Project Management, Meetings, and Quality Assurance/Quality Control (QA/QC)

Subtask 1.1, 1.2, & 1.3 – Project Management, Meetings, QA/QC

The Project Manager, Tyler Hunt, P.E., will provide ongoing coordination between the District and the internal project team for the duration of the additional work. MNS will attend three additional coordination meetings and provide additional QA/QC reviews of deliverables.

Task 2 – Existing Information and Preliminary Design

Subtask 2.8 Pipe Rehabilitation Memorandum

MNS will develop a Technical Memorandum (TM) evaluating project alternatives including the three alternatives described in the Project Understanding. For each alternative, an assessment of feasibility will be conducted, and a construction cost estimate will be developed. A capacity analysis will also be included to verify pipe sizing requirements based on peak flow rates and invert elevations from the topographic survey. The TM will culminate in a recommended design project.

The TM will initially be submitted in draft format for review and comment. Following submittal of the draft TM, MNS will lead a conference call with the District to review the proposed improvements and gain consensus on finalizing the TM and moving the Project into detailed design.

Task 3 – Preparation of PS&E

Subtask 3.2 90% PS&E

MNS will prepare 90% Plans, Specifications, and Engineer’s Opinion of Probable Cost of Construction (PS&E) documents for the additional work elements which will include select technical specifications, plans, cost opinion, and details for the work. This work assumes two separate PS&E packages, one for the sewer rehabilitation and one for the force main relocation.

Subtask 3.3 Final Design

MNS will prepare Final Plans, Specifications, and Engineer’s Opinion of Probable Cost of Construction documents which will include select technical specifications, plans, cost opinion, and details for the additional work suitable for public bidding. The technical specification sections and plans will be updated to include changes based upon the 90% design review comments and discussion. Contract documents will be signed by civil engineer licensed in the State of California.

Additional Deliverables

- Draft and Final Pipe Rehabilitation Memorandum
- 90% PS&E
- Final PS&E

Schedule

MNS is committed to meeting the District’s schedule for this Project in line with Caltrans requirements. We are prepared to begin work on or before February 8, 2023. A schedule of work will be developed in coordination with the District at Project initiation.

Compensation

MNS proposes to perform the additional services described herein for a not-to-exceed fee estimate of **\$39,828**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the fee schedule included in the original contract.

Task	Fee
Task 1 – Project Management, Meetings, and QA/QC	\$6,018

Mr. Bryce Swetek, P.E.

January 27, 2023

Page 3 of 3

Task 2 – Existing Information and Preliminary Design	\$8,170
Task 3 – Preparation of PS&E	\$25,640
Total	\$39,828

Closing

Thank you for the opportunity to submit this amendment request. We are excited and look forward to continuing work with the Montecito Sanitary District. Please feel free to contact me with any questions you may have about our submittal at 805.788.8013 or thunt@mnsengineers.com. Thank you for your consideration.

Sincerely,

MNS Engineers, Inc.



Tyler Hunt, PE
Lead Engineer

Attachments:

Fee Estimate Spreadsheet

Montecito Sanitary District
 Design Services for Highway 101 Sewer Crossing Relocation Project - Amendment 3
 Highway 101 Crossing Sewer Rehabilitation and Posilipo Force Main Temporary Relocation and Restoration



		PM	ENGINEERING		SUPPORT	Total Resource Hours	Total Hours*Rates	Reimbursable Expenses	MNS Engineers	Reimbursable Expense Costs	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
		Lead Engineer - TNH	Lead Engineer - NP	Senior Project Engineer - NB	Senior CADD Technician									
1 – Project Management, Meetings, and QA/QC	Task 1										Task 1			
1.1 Project Management	Task 1.1	8				8	\$1,960	Task 1.1		\$0	Task 1.1	\$1,960	\$0	\$1,960
1.2 Meetings (3)	Task 1.2	6		6		12	\$2,790	Task 1.2	\$250	\$250	Task 1.2	\$2,790	\$288	\$3,078
1.3 Quality Assurance/Quality Control	Task 1.2		4			4	\$980	Task 1.2		\$0	Task 1.2	\$980	\$0	\$980
Task 1 Subtotal		14	4	6	0	24	\$5,730		\$250	\$250	Task 1 Subtotal			\$6,018
2 – Existing Information and Preliminary Design	Task 2							Task 2			Task 2			
2.8 Pipe Rehabilitation Memorandum	Task 2.1	8		24	6	38	\$8,170	Task 2.1		\$0	Task 2.1	\$8,170	\$0	\$8,170
Task 2 Subtotal		8	0	24	6	38	8,170		\$0	\$0	Task 2 Subtotal			\$8,170
3 – Preparation of PS&E	Task 3							Task 3			Task 3			
3.2 90% Design	Task 3.2	12		32	40	84	\$16,180	Task 3.2	\$0	\$0	Task 3.2	\$16,180	\$0	\$16,180
3.3 Final Design	Task 3.3	6		18	26	50	\$9,460	Task 3.3	\$0	\$0	Task 3.3	\$9,460	\$0	\$9,460
Task 3 Subtotal		18	0	50	66	134	\$25,640		\$0	\$0	Task 3 Subtotal			\$25,640
Sub-Total	Hours	40	4	80	72	196	\$ 39,540	Sub-Total	\$250	\$250	Grand Total	\$39,540	\$288	\$39,828
	Cost	\$9,800	\$980	\$17,600	\$11,160									



2022 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$320
Senior Project/Program Manager.....	295
Project/Program Manager.....	255
Assistant Project/Program Manager.....	215
Senior Project Coordinator.....	175
Project Coordinator.....	145

ENGINEERING

Principal Engineer.....	\$280
Lead Engineer.....	245
Supervising Engineer.....	235
Senior Project Engineer.....	220
Project Engineer.....	200
Associate Engineer.....	180
Assistant Engineer.....	165

SURVEYING

Principal Surveyor.....	\$260
Lead Surveyor.....	250
Supervising Surveyor.....	215
Senior Project Surveyor.....	195
Project Surveyor.....	170
Senior Land Title Analyst.....	165
Associate Project Surveyor.....	160
Assistant Project Surveyor.....	145
Party Chief (PW).....	170
Chainperson (PW).....	150
One-Person Survey Crew (PW).....	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$305
Senior Construction Manager.....	275
Senior Resident Engineer.....	265
Resident Engineer.....	240
Structure Representative.....	235
Construction Manager.....	210
Assistant Resident Engineer.....	195
Sr. Construction Inspector (PW).....	177
Construction Inspector (PW).....	168
Office Administrator.....	130

TECHNICAL SUPPORT

CADD Manager.....	\$195
Supervising Technician.....	165
Senior Technician.....	155
Engineering Technician.....	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$180
Management Analyst.....	155
IT Technician.....	135
Graphics/Visualization Specialist.....	120
Administrative Assistant.....	95

GOVERNMENT SERVICES

City Engineer.....	\$240
Deputy City Engineer.....	215
Assistant City Engineer.....	205
Plan Check Engineer.....	190
Permit Engineer.....	180
City Inspector.....	150
Senior City Inspector (PW).....	177
City Inspector (PW).....	168
Principal Stormwater Specialist.....	175
Senior Stormwater Specialist.....	165
Stormwater Specialist.....	155
Stormwater Technician.....	140
Building Official.....	215
Senior Building Inspector.....	190
Building Inspector.....	160
Planning Director.....	215
Senior City Planner.....	190
Assistant Planner.....	160
Senior Grant Writer.....	175
Grant Writer.....	165
Grant Associate.....	145
Grant Assistant.....	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.5% starting January 1, 2023.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.



Montecito Sanitary District

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A Public Service Agency

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MONTECITO SANITARY DISTRICT STAFF REPORT – 7C

DATE: February 8, 2023
TO: Board of Directors
FROM: John Weigold, General Manager
Aleks, Giragosian, District’s Legal Counsel
Stephen Williams, District Administrator
SUBJECT: Discussion and consideration of the rules and regulations of remote meeting participation

RECOMMENDATION

Staff recommends that the Board discuss and consider a presentation from the District’s Legal Counsel Aleks Giragosian, and the District Administrator Stephen Williams, regarding the rules and regulations regarding remote meeting participation.

DISCUSSION

As a result of recent California state legislation and California State governor executive orders, there have been significant changes that impact how the District must hold future Board meetings, specifically as it relates to remote participation.

To that end, the District’s legal counsel has prepared a presentation to outline the options that are available to Board members in order to participate remotely, both under normal circumstances as well as a result of an emergency situation.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS 1. “Teleconferencing Under the Brown Act” presentation



Teleconferencing Under the Brown Act

Presented by:
Stephen Williams, District Administrator
Aleks Giragosian, General Counsel

February 8, 2023
Montecito Sanitary District Regular Meeting



COLANTUONO
HIGHSMITH
WHATLEY, PC

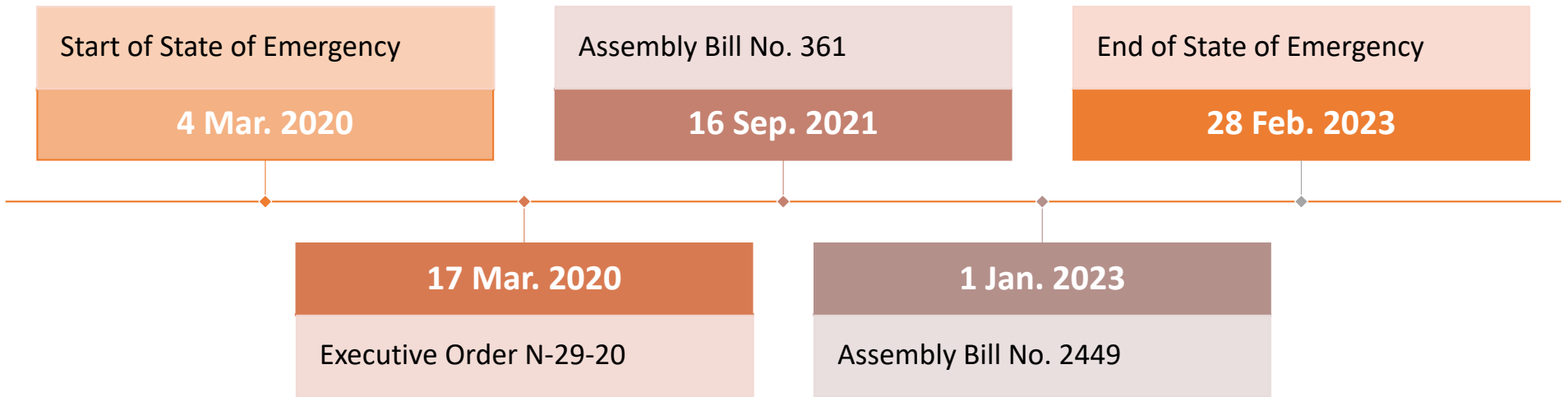
Option 1: Default Teleconferencing Procedures

- Any Director seeking to attend remotely must provide the District Administrator with the teleconferencing location at least 3 days before a meeting to ensure proper notice and a quorum.
- At least a quorum of Directors must meet in person.
- The Director's teleconferencing location will be agendaized and must be public and ADA accessible.
- The Director must post the agenda at the teleconferencing location.

Option 2: Teleconferencing During Declared Emergency

- Only applies during a proclaimed state of emergency, and where:
 - state or local officials have imposed or recommended measures to promote social distancing; or
 - Legislative body determines meeting in person would present imminent risks to the health or safety of attendees.
- All Directors may meet remotely.
- Teleconferencing location need not be agendized.
- Members of the public must be able to participate telephonically and method must be agendized.

End of State of Emergency – February 28, 2023



Option 3: Teleconferencing for Just Cause

- “Just cause” includes:
 - A childcare or caregiving;
 - A contagious illness;
 - A need related to a physical or mental disability; or
 - District-related travel.
- At least a quorum of Directors must meet in person.
- Director must notify the District Administrator regarding the just cause exception at the earliest opportunity to ensure proper notice and a quorum (practically speaking, that means 3 days before the meeting)

Option 4: Teleconferencing for Emergencies

- “Emergency circumstance” means a physical or family medical emergency that prevents a Councilmember from attending in person.
- The emergency circumstance must be approved by the Board.
- At least a quorum of Directors must meet in person.
- Director must notify the District Administrator regarding the emergency circumstance exception at the earliest opportunity to ensure proper notice and a quorum.

Teleconferencing

	Default Rule: No Emergency	Default Rule: Emergency Declared	New 2023 Rule: Just Cause	New 2023 Rule: Emergency Circumstances
Required Course of Action if Disruption Prevents Broadcast of Meeting or Public's Ability to Comment	Meeting Proceeds	No Further Action Taken	No Further Action Taken	No Further Action Taken
Votes Must be Taken by Roll Call	Yes	Yes	Yes	Yes
Teleconference Location Included on Agenda	Yes	No	No	No
Annual Limits	None	None	No More than 2 Meetings per Calendar Year	
			3 Consecutive Months; 20% of the Regular Meetings; or 2 Meetings if Body Meets Less than 10 Times Per Year	

Procedure for Participating Remotely for Just Cause

- Director provides a general description of the just cause at the earliest opportunity possible.
- District Administrator confirms Director has not requested more than two just cause teleconferencing appearances; more than three months of consecutive teleconferencing appearances under just cause or emergency circumstances or requests have not been made for more than 20 percent of meetings.
- District Administrator publishes agenda listing means by which public may access the meeting and offer public comment.
- A quorum of the Board is physically present.
- Teleconferencing Director turns on his or her audio and video (calling in by phone is not permitted).
- Director discloses at the start of the meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the Director, and the Director's relationship with the individual.
- All votes are taken by roll call.

Procedure for Participating Remotely for Emergency Circumstances

- Director provides a general description of the emergency circumstance. The general description need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.
- District Administrator confirms Director has not requested more than three months of consecutive teleconferencing appearances under just cause or emergency circumstances or more than 20 percent of meetings within a calendar year; or more than two meetings if the Council meets for less than 10 meetings per calendar year.
- District Administrator publishes agenda listing means by which public may access the meeting and offer public comment.
- A quorum of the Board is physically present.
- Board votes to approve teleconference participation due to emergency circumstance.
- Teleconferencing Director turns on his or her audio and video (calling in by phone is not permitted).
- Director discloses at the start of the meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the Director, and the Director's relationship with the individual.
- All votes are taken by roll call.



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MONTECITO SANITARY DISTRICT STAFF REPORT – 7D

DATE: February 8, 2023
TO: Board of Directors
FROM: John Weigold, General Manager
Stephen Williams, District Administrator
SUBJECT: Discussion and Consideration to Establish District Reserve Types and Levels

RECOMMENDATION

Staff recommends that the Board discuss and consider providing direction to staff regarding funding levels for an Operations and Maintenance Reserve as well as a Capital Projects Reserve Fund.

DISCUSSION

The Board has received several presentations from the District Administrator over the past couple months regarding adoption of an official reserve policy. Over the course of that time two specific reserve types were determined to be of benefit to the District and the Board, an Operations and Maintenance Reserve fund and a Capital Projects Reserve Fund. The Board directed staff to come back with an analysis of funding levels and the impacts those levels would have on the District's available operating cash balance.

As of December 31, 2022 the District held an available cash balance across all accounts of \$19,434,460, of which \$12,332,326 is held in Operations and Maintenance funds and \$7,102,134 in Capital Projects funds. The Operations and Maintenance funds includes \$2,032,675 in the District's current fund held with the State of California's Local Agency Investment Fund (LAIF). Below is a breakdown of the options as it relates to each reserve type.

Operations and Maintenance Reserve Fund

The Governmental Finance Officers Association recommends an Operations and Maintenance Reserve Fund that has a balance equal to three to six months of operating expenditures. The District's Fiscal Year 2022-23 Operating Budget is \$5,160,763, so a summary of funding levels and their impact on current operating cash is provided below:

	O&M Reserve Level		Remaining Operating Cash	
3 Months	\$	1,290,191	\$	10,928,448
4 Months	\$	1,720,254	\$	10,498,385
5 Months	\$	2,150,318	\$	10,068,321
6 Months	\$	2,580,382	\$	9,638,257

Each fiscal year the Operations and Maintenance Reserve Fund would be adjusted annually during the budget adoption process.

Capital Projects Reserve Fund

The Governmental Finance Officers Association recommends a couple of different options for Capital Projects Reserve Fund funding. Two options are as follows:

- 1) A percentage (20-50%) of the average 5-year Capital Projects Budget or
- 2) A percentage (20-50%) of the average 5-year Capital Projects Expenditures

Since these levels are based on historical Capital Projects figures, those totals are as follows:

	Budget		Actual	
2021-22	\$	6,406,537	\$	2,316,952
2020-21		5,649,000		1,100,787
2019-20		5,725,000		883,072
2018-19		2,955,000		1,572,580
2017-18		2,832,000		896,284
5 Yr Average	\$	4,713,507	\$	1,468,348

Based on the 5-year averages calculated above the various funding levels are detailed below:

Funding Level	Budget		Actual	
20%	\$	942,701	\$	293,670
30%	\$	1,414,052	\$	440,504
40%	\$	1,885,403	\$	587,339
50%	\$	2,356,754	\$	734,174

Each fiscal year the Operations and Maintenance Reserve Fund would be adjusted annually during the budget adoption process.

ANALYSIS

After reviewing surrounding agencies reserve policies, the District's current insurance holdings, and the information gathered on mini master plans and maintenance reports, staff recommends holding an Operations and Maintenance Reserve Fund level at three months of operating expenditures, which is currently \$1,290,191, and a Capital Projects Reserve Fund of 50% of the average five-year actual capital expenditures, which would be \$734,174. These amounts could be covered by our LAIF account, and so no movement of monies would be necessary. The District also has the discretion to look into other potentially higher earning accounts if so desired.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS: None



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MONTECITO SANITARY DISTRICT STAFF REPORT – 7E

DATE: February 8, 2023
TO: President Barrett and Board Members
FROM: Aleks R. Giragosian, General Counsel
SUBJECT: Methods of Enforcing Easements

RECOMMENDATION

Staff recommends the Board consider the different methods of enforcing easements and provide direction to staff.

DISCUSSION

The Montecito Sanitary District has three enforcement methods under the law:

1. administrative,
2. civil, and
3. criminal.

For all three options, it is recommended that the District adopt a regulation before proceeding with enforcement.

Administrative Enforcement:

The District has the authority to terminate service to a property owner, after notice and a public hearing, for a violation of its regulations. Health and Safety Code section 6523.2 states, “In order to effect its powers, it may enter upon private property for the purpose of inspection and maintenance of sanitary and waste disposal facilities and may terminate service to property in which a violation of any rule or regulation is found to exist.”

Administrative enforcement involves the Directors presiding over a quasi-adjudicatory proceeding. Conflict of interest provisions would apply. The District’s decision to terminate service would be directly appealable to a court.

In emergency scenarios, the District can also take unilateral action to remove an encroachment or easement. Health and Safety Code section 6523.3 states, “In order to enforce the provisions of any ordinance of the district, the district may correct any violation of an ordinance of the district. The cost of such correction may be added to any

sewer service charge payable by the person violating the ordinance or the owner or tenant of the property upon which the violation occurred, and the district shall have such remedies for the collection of such costs as it has for the collection of sewer service charges.

Civil Enforcement:

With respect to civil enforcement, the District may sue a property owner to enforce its contractual rights, its property rights, or its regulations.

In the past, the District has entered into license agreements with property owners who sought to encroach upon or obstruct the District's easement. A license provides the District the opportunity to revoke its permission and cause the property owner to remove the encroachment or obstruction at the property owner's expense. Health and Safety Code section 6515 states, "It may make and accept contracts, deeds, releases, and documents that, in the judgment of the board, are necessary or proper in the exercise of any of the powers of the district."

An easement is a property right. Health and Safety Code section 6540 authorizes the District to "acquire property, rights of way, and easements."

The District is also authorized to adopt regulations governing the easement. Health and Safety Code section 6521 states, "It may make and enforce all necessary and proper regulations for: ... (c) All other sanitary purposes not in conflict with the laws of this State."

The District may file a civil suit in court to enforce its contractual rights, property rights, or regulations. Its potential remedies may include money damages, specific performance, or a prohibitive injunction. Health and Safety Code section 6523.3 states, "The district may also petition the superior court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of any ordinance of the district."

Before filing a legal action, the District should send the property owner a notice or cease and desist letter informing them of the issue, the consequences of any potential violation of the District's rights or regulations, and requesting that they act by a specific date. Health and Safety Code section 6522 states, "It may do any act necessary or proper to the complete exercise and effect of any of its powers, or for the purposes for which it is formed." Cease and desist letter

Criminal Enforcement:

The District also has the authority to refer a violation of its regulations to the District Attorney for prosecution as a misdemeanor. "A violation of a regulation or ordinance of a district is a misdemeanor punishable by imprisonment in the county jail not to exceed 30 days, or by a fine not to exceed one thousand dollars (\$1,000), or by both."

GENERAL MANAGER'S REPORT

For the Regular Board Meeting of

February 8, 2023

The District continues its mission of providing wastewater collection and treatment services. General manager turnover is proceeding, albeit a bit delayed due to the preparation and recovery efforts from the January storms. That said, the storms provided an opportunity to better understand and observe the terrific efforts of our staff during emergency conditions. In this report I am including some of the longer term projects I have added to our internal work plan that will require Board guidance and approval of policies. In addition to the daily operations of the District, the following is an update on some of our current ongoing projects and activities:

1. January Storm Projects Update

Staff met with CalOES representatives to review the damage caused by the recent storm events and to assist Staff in determining the FEMA category the District would likely use to classify the damage. Staff is investigating FEMA requirements and there may be a need to competitively bid our projects (no T&M) to receive reimbursement. Staff is also working with Rincon Consultants to acquire permits necessary to execute the work. We are in discussions with potential contractors and construction management personnel to determine project availability and approach, and to coordinate access points/staging areas with property owners as these projects are located within easements or private property.

2. Housing Policy

Staff is reviewing our Housing Policy as it pertains to private sewers.

3. Purchasing Policy

Staff has reviewed our current purchasing policy and determined that a full Board discussion and presentation by legal counsel is required to determine Board direction with regard to authorities, limits and bidding requirements. Staff is working with the Board President and District Counsel to schedule this item at an upcoming meeting.

4. Property Owner Brine Disposal Policy

The District has had several inquiries from residents/contractors regarding the potential to allow Reverse Osmosis (RO) concentrate or brine to be discharged into the District's Sewer System. Staff is planning to develop a policy to address these types of discharge, as these systems impact our treatment facility operations and would have an impact on any future recycling operation.

5. Sewer Connection Policy

The District has been contacted by various residents seeking to connect to the District's Sewer System. Some of these connections are only now feasible due to recent sewer extension projects, those that were funded by residents participating in the project. In

coordination with District Counsel, Staff is researching and considering policy to ensure fairness, including potential financial compensation, to residents who were originally participating in a sewer main extension project.

6. Records Retention Policy Review

Staff plans to review and update the records retention policy to conform to current state laws and regulations.

7. California Department of Fish and Wildlife

Staff is considering the long term storage in our wastewater treatment facility of a small vessel for use in the local area for the Department's requirements.

8. Caltrans Staging Area for Highway 101 Project

Caltrans has inquired about the feasibility of utilizing an area within the District's facility for use in storing materials and equipment.

9. Water Recycling Funding Program Planning Grant

The District received the executed agreement back from the California Water Resources Control Board for our wastewater reuse planning. The agreement was signed on January 3, 2023 and our first report is due by the end of April. Upon Water Board acceptance of the report, the District will be eligible for 50% reimbursement of the cost of the recycled water study, which is \$109,965. The remaining 50% amount is reimbursed upon completion of the project.

10. Moleaer Filtration System

Staff has completed the testing of a nano bubble technology system which oxidizes organic materials and aids in coagulation for removal of oil and grease in wastewater systems. However, the evidence did not support any significant improvement in oil and grease destruction, and there were mixed results on the potential benefits to solids processing. Staff concluded that the addition of the Moleaer system to our headworks was marginal and no conclusions could be drawn. Therefore, we have removed the system and returned it to the manufacturer.

11. Groundwater Monitoring Well

The Montecito Groundwater Basin Groundwater Sustainability Agency (GSA) anticipates beginning construction work of their monitoring well by the end of February 2022.

12. Personnel Changes

We welcome Daniel Martinez as collection system operator-in-training, who started with the District on January 23, 2023. We currently have an open maintenance technician position, however we plan to hold on filling that position while we assess our overall staffing requirements.

13. Lilac/Oak Grove

Staff anticipates Santa Barbara County Public Works may require minor road painting work prior to their final approval. Finalized comments from SB County are pending.

14. Hwy 101 Sewer Relocation

A. Protect-In-Place (PIP)

Pending Caltrans review and approval, Staff is anticipating moving forward with the PIP project in lieu of the Highway 101 Sewer Main Crossing Relocation (Relocation) project. Staff has been coordinating with lining contractors and believe lining is a viable solution as part of our mitigation measures to protect our facilities during Caltrans’ bridge pile work. Staff anticipates the need to sign a liability release letter from Caltrans conveying any potential damage to the District’s line will be the District’s responsibility to repair, as long as Caltrans (their contractor) adheres to a mitigation plan.

B. Posilipo Force Main Temporary Relocation and Restoration (Temporary Bypass)

As part of the Caltrans 101 HOV Widening project, it was determined our northern line of our dual 8-inch force mains is in conflict with Caltrans’ temporary southbound highway widening work. MNS Engineers are already working on the Relocation project with the District, and the company has been tasked with incorporating this Temporary Bypass design work within their existing contract. Staff anticipates to retain the services of MNS Engineers to provide a finalized design based on utilizing the two lined 6-inch force mains as part of the PIP project.

15. 12-Month Effluent Flow / Rainfall

