

AGENDA
**FOR THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD January 5, 2016**

The regular meeting of the Governing Board will be held commencing at 5:30 p.m.
The location of the meeting is at 5300 Sixth Street, Carpinteria, California.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. BOARD APPROVAL OF AGENDA AS [SUBMITTED] [MODIFIED]
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

IV. APPROVAL OF MINUTES AS [SUBMITTED] [MODIFIED]
December 1, 2015

V. PUBLIC FORUM
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report (Page 1)

Description: General Manager to review his written report regarding the following issues:

- Community Open House
- Administration Building Replacement Project
- ASHT Replacement Project Update
- Coastal View News Article
- SCAP Meeting Report
- Operations Update

2. Resolution No. R-288 (Pages 2 - 9)
**Authorizing Establishment of Accounts with Montecito Bank and Trust and
Approving a Contract for Deposit of Public Funds**

Description: The Board to review and consider adopting Resolution No. R-288.

Staff Recommendation: That the Board adopt Resolution No. R-288.

3. **Resolution No. R-289** (Pages 10- 14)
Declaring an Emergency with Regard to Certain District Facilities, Authorizing Remedial Work to be Performed Without Competitive Bidding, Declaring the Project to be Exempt From the Requirements of the California Environmental Quality Act, and Making Necessary Findings Thereof

Description: The Board to review and consider adopting Resolution No. R-289.

Staff Recommendation: That the Board adopt Resolution No. R-289.

4. **Cash Contract No. 432–Cushman Contracting Corporation, Inc.**(Pages 15 - 22)
Santa Claus Lane Crossing Emergency Repairs

Description: The Board to review and consider approving Cash Contract No. 432 between the District and Cushman Contracting Corporation, Inc.

Staff Recommendation: That the Board approve Cash Contract No.432 as presented.

5. **Via Real Sewer Main Relocation Project** (Pages 23 - 26)
Acceptance and Approval of Notice of Completion

Description: The Board to consider approving project completion, authorize filing and recordation of a Notice of Completion and approving release of retention and applicable bonds in accordance with the contract documents.

Staff Recommendation: Staff recommends that the Board accept the Via Real Sewer Main Relocation Project, authorize filing and recordation of a Notice of Completion and approve release of retention and applicable bonds.

6. **Authorization of Staff Recognition Measure for 2015** (Page27)

Description: The Board to consider an employee recognition measure for major accomplishments in 2015 as recommended by the Board Personnel Committee.

Staff Recommendation: That the Board authorize an employee measure as proposed by the Board Personnel Committee.

7. **LAFCO Commission – Special District Member Vacancy** (Pages 28-30)

Description: The Board to receive information related to the upcoming vacancy on Santa Barbara LAFCO.

Staff Recommendation: None. Board decision.

8. 2015 Chaptered Legislation

(Pages 31 -32)

Description: The Board to receive information regarding 2015 Chaptered Legislation from Legal Counsel.

Staff Recommendation: None.

9. Annual Board Reorganization

(Pages 33 - 35)

Description: Board action establishing officers, meeting place, meeting time and other housekeeping functions required/authorized annually by law.

Staff Recommendation: None.

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- AD-Hoc Facilities Planning Committee

B. GENERAL ITEMS

1. CASA Legislative Committee Report (Jeff Moorhouse)
 - Discussion of pending legislation affecting CASA member agencies.
2. LAFCO Report (Jeff Moorhouse)
3. SBCSDA (Santa Barbara – California Special Districts Association) Report
4. CSRMA Report (Jeff Moorhouse)
5. Board Member Vacation Dates
6. Future Agenda Items

VIII. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 10 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 10, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#14
Next Resolution Available.....R-290
Posting Date.....01/01/16

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
December 1, 2015**

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **December 1, 2015**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California. The agenda notice for this meeting was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 72 hours in advance of the meeting.

I. CALL TO ORDER

President Damron called the meeting to order at 5:30 p.m. and noted for the record that Legal Counsel would be absent from tonight's meeting and that Director Velasco is not present but is expected.

Directors Present: Mike Damron – President
 Gerald Velasco – President Pro-Tem
 Lin Graf – Treasurer
 Jeff Moorhouse – Secretary
 Mike Modugno – Secretary Pro-Tem

Staff Present: Craig Murray – General Manager
 Hamid Hosseini – Finance Director
 Kim Garcia – Board Clerk

Legal Counsel
Present: None

Public Present: Danna McGrew and Tracey Solomon of Bartlett, Pringle and Wolf, LLP

II. PLEDGE OF ALLEGIANCE

President Damron led those present in the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Damron asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

IV. BOARD APPROVAL OF MINUTES OF THE MEETING OF November 3, 2015

Board Clerk noted one correction. Page 1, Item IV Board Approval of Minutes of the Meeting of October 20, 2015. AYES vote should indicate 4 not 1.

Director Graf made a motion, seconded by Director Moorhouse that the Board approve the Minutes of the November 3, 2015 Regular Board meeting as modified. The motion carried by the following vote:

AYES:	4	Modugno, Damron, Moorhouse, Graf,
NOES:	0	None
ABSENT:	1	Velasco
ABSTAIN:	0	None

V. PUBLIC FORUM

None

VI. MATTERS BEFORE THE BOARD

President Damron noted for the record that Director Velasco had arrived.

1. Comprehensive Annual Financial Report and Audited Financial Statements for Fiscal Year 2014/2015

General Manager introduced Danna McGrew and Tracey Solomon of Bartlett, Pringle & Wolf, Certified Public Accountants. General Manager asked the District's Finance Director, Hamid Hosseini, to present this agenda item.

Finance Director reviewed his staff report and related supplemental financial reports. Ms. McGrew and Ms. Solomon provided the Board and staff with an oral summary of the CAFR contents. They indicated that the District received an unqualified opinion and reviewed several GASB required letters that supplement the CAFR

President Damron thanked staff and Bartlett, Pringle and Wolf for their efforts.

Director Moorhouse made a motion, seconded by Director Graf that the Board adopt the Comprehensive Annual Financial Report for the year ended June 30, 2015 and that the Finance Director be authorized to distribute the necessary reports and file the State Controller's Report with the State of California. The motion carried by the following vote:

AYES:	5	Velasco, Moorhouse, Damron, Graf, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

2. Cash Contract No. 430 – Blackbird Architects, Inc. – Administration Building Replacement Project

General Manager reviewed his staff report related to Cash Contract No. 430 between the District and Blackbird Architects, Inc., for architectural design services related to the Administration Building Replacement Project. If approved, Cash Contract No. 430 would engage Blackbird Architects as outlined in their proposed scope of work letter, dated October 21, 2015, with a not to exceed contract amount of \$274,280.

Director Graf made a motion, seconded by Director Modugno that the Board approve Cash Contract No. 430 between the District and Blackbird Architects, Inc. for architectural design services related to the Administration Building Replacement Project. The motion carried by the following vote:

AYES:	5	Velasco, Moorhouse, Damron, Graf, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

3. 2016 CASA Winter Conference

President Damron said this item was on the agenda as an informational item for any Board member who might want to attend the 2016 CASA Winter Conference to be held in Palm Springs on January 20-22, 2016. President Damron suggested that any Board member who was interested to contact the Office Manager/Board Clerk.

4. General Manager's Status Report

General Manager reviewed his written report regarding the following:

- Community Open House
- Employee Recognition
- Via Real Main Sewer Relocation Project Update
- ASHT Replacement Project Update
- SAMA Meeting Report
- SCAP Meeting Report
- Joint El Nino Coordination Meeting
- Operations Update

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

Director Graf reported on the meeting held November 16, 2015

Standing Personnel Committee

None.

Standing Public Relations Committee

None

Standing Utilities Committee

None.

Ad-Hoc Facilities Planning Committee

None.

B. GENERAL ITEMS

CASA Legislative Committee Report

None.

LAFCO Report (Jeff Moorhouse)

None.

SBCSDA (Santa Barbara California Special Districts Association) Report

None.

CSRMA Report (Jeff Moorhouse)

None.

Board Member Vacation Dates

None.

Future Agenda Items

CalPERS Unfunded Liability

VIII. ADJOURNMENT

There being no further items to discuss, President Damron adjourned the meeting at 6:40 p.m.

Michael Damron
President

Gerald Velasco
President Pro-Tem

Jeff Moorhouse
Secretary

Mike Modugno
Secretary Pro-Tem

Lin Graf
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. – General Manager

SUBJECT: General Manager's Status Report

DATE: January 5, 2016

Community Open House. We received very positive feedback from attendees of the December 12th community open house. Approximately 75 people came through the facility and our staff members giving tours reported that the interaction with the public was excellent, with lots of questions and interest.

Administration Building Replacement Project. The design team has commenced work on this project and good progress is being made. We held two meetings with staff from the City of Carpinteria, from the Public Works and Community Development departments, respectively. Survey and topographic mapping of the site has been completed and we obtained a preliminary title report to formally identify recorded easements and entitlement.

ASHT Replacement Project Update. Issues with the Kaeser blowers remain ongoing. The contractor and supplier are working towards an acceptable resolution of the harmonic distortion mitigation issue. One of the new blowers experienced a mechanical failure and the manufacturer responded to make repairs. The District and Carollo are carefully evaluating this matter to ensure that all specification requirements are met and that long term performance can be ensured. Other system/blower control issues are being addressed as well.

Coastal View News Article. I drafted a quarterly article for the December 17th edition of the Coastal View News that primarily provided residential customers guidance on what not to discharge to the sanitary sewer system.

SCAP Meeting Report. I attended the SCAP Board of Directors meeting in Laguna Niguel on December 10th. There were several updates regarding ongoing litigation with USEPA related to numeric toxicity effluent limitations and a modified toxicity testing protocol being promoted and implemented by the Regional Boards. The City of Los Angeles' lawsuit with Kern County over Measure E and land application of biosolids is proceeding to trial in January.

Operations Update: WWTP and Collection System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES discharge permit.
- District staff is completing installation of new fiberglass doors at the treatment facility to replace worn and corroded doors.
- AIA Automation is wrapping up the SCADA server replacement project and the redundant servers are now online and fully operational.
- No main line SSOs or other collection system issues were reported during the period. The system is functioning well.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: RESOLUTION No. R-288: Authorizing Establishment of Accounts with Montecito Bank and Trust and Approving a Contract for Deposit of Public Funds.

DATE: January 5, 2016

REQUESTED ACTION: That the Board review and consider adopting Resolution R-288 which establishes a banking relationship with Montecito Bank and Trust and approves a Contract for Deposit of Public Funds.

BACKGROUND: The District has maintained a long-term banking relationship with Union Bank, formerly Santa Barbara Bank and Trust (SBBT). Union Bank recently notified us of pending fee increases and changes to the account analysis protocols for our existing deposits. These changes are coupled with a reduced level of customer service since Union Bank acquired SBBT.

District staff evaluated other banking institutions with branches in Carpinteria and met with representatives from several banks. Montecito Bank and Trust (MBT) seemed to offer the best overall combination of customer service, flexibility and cost effectiveness. With a branch in Carpinteria and a client service manager covering both Carpinteria and Montecito, staff believes MBT can offer support and services to fully meet the needs of our agency. They propose an analysis program for District deposits with a rate structure that would minimize or eliminate fees altogether, based on our current average balances.

Resolution No. R-288, if approved, would authorize establishment of required accounts at Montecito Bank and Trust, including but not limited to a general operating account and a sweep payroll account. The resolution would also approve a Contract for Deposit of Public Funds between the District and MBT. This agreement sets forth specific requirements to ensure that applicable Government Code requirements are adhered to for District funds deposited at MBT. The agreement clearly establishes the requirement for MBT to collateralize public funds on a 110% basis, with an allowance for the District to waive security for the deposits that would be covered by FDIC insurance (\$250,000).

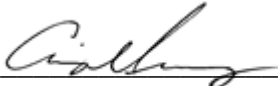
If authorized, the District would open accounts with MBT and initiate a transition process from Union Bank to MBT that is expected to take a period of several months. All of the District's existing internal and fiscal control practices and procedures would carry forward unchanged. Examples include dual signatures on checks, two-party authorization for wire transfers, on-line banking access controls, etc. Board members would be required to execute signature cards and other documents to complete the account setup process.

RECOMMENDATION: Staff recommends that the Board adopt Resolution R-288 which establishes a banking relationship with Montecito Bank and Trust and approves a Contract for Deposit of Public Funds.

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-288 as presented.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Craig Murray, P.E. - General Manager

Attachments: Resolution No. R-288
Contract for Deposit of Public Funds

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RESOLUTION NO. R-288

A RESOLUTION OF THE CARPINTERIA SANITARY DISTRICT AUTHORIZING ESTABLISHMENT OF ACCOUNTS WITH MONTECITO BANK AND TRUST AND APPROVING A CONTRACT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, pursuant to law, the Carpinteria Sanitary District is authorized and intends to establish a banking relationship with Montecito Bank and Trust including establishment of certain accounts for the purpose of conducting District business, and

WHEREAS, Montecito Bank and Trust and Carpinteria Sanitary District have prepared a Contract for Deposit of Public Funds that prescribes requirements and responsibilities to ensure that District deposits are held in compliance with applicable Government Code requirements, including requirements related to collateralization of funds, and

WHEREAS, Carpinteria Sanitary District implements practices and procedures related to internal and fiscal control in its existing relationship with Union Bank that will remain unchanged in the transition to Montecito Bank and Trust, and

WHEREAS, Carpinteria Sanitary District has thoroughly considered all available, practicable options for banking services and has determined that Montecito Bank and Trust offers the best overall combination of cost effectiveness and customer service.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Carpinteria Sanitary District hereby authorized the establishment and maintenance of accounts with Montecito Bank and Trust.

BE IT FURTHER RESOLVED that the Board of Directors of the Carpinteria Sanitary District approves the Contract for Deposit of Public Funds between the District and Montecito Bank and Trust dated January 5, 2016.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 5th day of January 2016 by the following vote to wit:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

Resolution No. R-288 was thereupon declared, carried, and adopted. Dated this 5th day of January 2016.

We certify that the above is a true and correct copy of Resolution No. R-288, adopted by the Board of Directors of the Carpinteria Sanitary District on January 5, 2016.

APPROVED:

Michael Damron
President, Board of Directors

ATTEST:

Jeff Moorhouse
Secretary, Board of Directors

CONTRACT FOR DEPOSIT OF PUBLIC FUNDS

This Contract for Deposit of Public Funds (this “Contract”), relating to the deposit of funds, made on _____, between the Carpinteria Sanitary District (the “Public Unit”) and Montecito Bank & Trust (“Depository”).

WITNESSETH:

WHEREAS, from time to time, the Public Unit proposes to deposit with the Depository funds in its custody in an aggregate amount at any one time not to exceed the total of the paid-up capital of the Depository, and said funds shall be deposited subject to Title 5, Division 2, Part1, Chapter 4, Article 2 (commencing with section 53630) of the Government Code of the State of California; and

WHEREAS, said provisions of the Government Code require the Public Unit to enter into a contract with the Depository setting forth the conditions upon which said funds are deposited; and

WHEREAS, in the judgment of the Public Unit, this contract is to the public advantage;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. This Contract shall supersede and replace any previous contracts between the Public Unit and the Depository relating to the deposit of public funds.
2. This Contract shall be subject to termination by the Public Unit or Depository at any time upon thirty (30) days written notice. Notwithstanding the foregoing, nothing contained in this Contract shall alter, amend or supersede the specific terms of any deposits (e.g., effective rate or term of deposit) held by Depository on behalf of the Public Unit and the Public Unit may only withdraw such deposits in accordance with the terms and conditions of such deposits and otherwise in accordance with applicable federal and state statutes, rules and regulations.

This Contract is subject to modification or termination upon enactment of any federal or state statute, rule or regulation which, in the opinion of the Administrator of Local Agency Security for the State of California, is inconsistent herewith, including any change relative to the payment of interest upon funds so deposited by the Public Unit.

3. Interest shall accrue on all deposited funds as permitted by any act of the Congress of the United States or by any rule or adopted pursuant thereto. If interest may legally be paid, all deposited funds shall bear interest at a rate agreed upon by the Public Unit

and Depository, and the interest shall be computed on the daily average balance of the deposited funds, paid monthly and computed on a 360-day basis.

4. The Depository shall issue to the Public Unit at the time of each deposit a receipt on a form agreed to by the Depository and Public Unit, stating the amount and interest rate of the deposit, the interest to be paid (if any), the frequency of interest payments, and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.
5. Except in connection with a valid Waiver of Security, as provided herein below, Depository shall at all times maintain, as security for each deposit, with the Agent of Depository named herein, commencing forthwith, eligible securities having a market value at least 10% in excess of the actual total amount of local agency funds on deposit with the Depository. Eligible securities are those listed in government Code Section 53651. If any eligible security is determined by the Administrator of Local Agency Security in accordance with Government Code Section 53661 to be not qualified to secure public funds, additional security shall be substituted immediately by Depository, as necessary, to comply with the requirement of this paragraph. Depository may add, substitute or withdraw eligible securities in accordance with Government Code Section 53654, provided the requirements of this paragraph are fully satisfied. Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53665.
6. Pursuant to the provisions of Government Code Section 53653, the Public Unit may, in the Public Unit's discretion and provided local conditions so warrant, waive security for that portion of the deposit, plus all interest accrued thereon, up to the maximum amount insured pursuant to federal law. For purposes of determining the total amount of any deposit subject to a valid waiver of security as provided herein, interest shall be computed by Depository on the average daily balance of the deposits, paid monthly and computed on a 360-day basis.

_____ **(Initials)** With the understanding that funds on deposit with the Depository are insured by the Federal Deposit Insurance Corporation ("FDIC"), and by initialing this Paragraph 6, the Public Unit hereby waives the security requirements set forth in Paragraph 5 for that portion of all deposits, inclusive of any interest accruing thereon, that are fully insured by the FDIC up to the maximum amount then available by law.

7. (A) In the absence of a valid waiver of security as provided in Paragraph 6; or (B) in connection with a valid waiver of security, to the extent any portion of the Public

- Unit's deposits with Depository exceed the amount of FDIC insurance (up to the maximum amount then available by law) available for such deposits: Depository shall transfer qualifying securities in an amount sufficient to satisfy the security requirements set forth in Paragraph 5 to an authorized agent (the "Agent of Depository") designated by Depository and approved by the Public Unit, which approval shall not be unreasonably withheld or delayed. The Agent of Depository, authorized by the Public Unit and Depository to hold the eligible securities posted as collateral under this Contract, is Union Bank of California. Pursuant to such designation, the Agent of Depository has filed with the Administrator of Local Agency Security an agreement (the "Agency Agreement") to comply in all respects with the provisions of Title 5, Division 2, Part 1, Article 2 (commencing with Section 53630) of the government Code. The Agency Agreement shall, by this reference, become an integral part of this Contract as if such Agency Agreement had been fully set forth in this Contract.
8. If Depository fails to pay all or part of any deposits to the Public Unit which are subject to this Contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (described in Paragraph 4 above), the Public Unit will immediately notify, in writing, the Administrator of Local Agency Security. Action of the Administrator in securing the funds for the benefit of the Public Unit is governed by Government Code Section 53665.
 9. Depository shall bear and pay the expense of transportation of eligible securities maintained as collateral to and from the designated Agent of Depository. Depository shall also handle, collect and pay all checks, drafts and other exchange without cost to the Depositor.
 10. This Contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with section 53630) of the Government Code of the State of California, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force of hereafter enacted or promulgated collectively ("Local Agency Funds Investment Laws"), all of which are by this reference made a part hereof. If any provisions of this Contract are inconsistent with Local Agency Funds Investment Law, the latter shall govern.

IN WITNESS WHEREOF, the Public Unit in official capacity has signed this Contract in duplicate and the Depository has caused this contract to be executed in like manner by its duly authorized officer.

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DEPOSITORY

Carpinteria Sanitary District

Montecito Bank & Trust

X_____
By: Michael Damron
President, Board of Directors

X_____
By: Bruce A. Stevens
Executive Vice President, CFO, CAO

X_____
By: Lin Graf
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: RESOLUTION No. R-289: Declaring an Emergency With Regard to Certain District Facilities, Authorizing Remedial Work to be Performed Without Competitive Bidding, Declaring the Project to be Exempt From the Requirements of the California Environmental Quality Act, and Making Necessary Findings Thereof

DATE: January 5, 2016

REQUESTED ACTION: That the Board review and consider adopting Resolution R-289 which finds that an emergency condition exists related to an existing cased sewer crossing under US 101, authorizes the General Manager to proceed with emergency work, and determines that the work is exempt from the competitive bidding requirements of the Public Contract Code and from the California Environmental Quality Act.

BACKGROUND: The District owns and operates an 8-inch diameter PVC gravity sewer crossing of US 101 (between Santa Claus Lane and Via Real) that exists within a 24-inch diameter steel casing pipe. The manhole to manhole length is approximately 260 linear feet. The District very recently discovered that the integrity of the casing pipe has been breached, allowing groundwater to fill the annular space between the casing and the carrier pipe causing the PVC sewer line to float in some areas, seriously affecting the hydraulic grade. The discovery was sudden and the breach unexpected. Backups in this crossing were impacting the Santa Claus Lane side and required significant system maintenance. As an interim investigative measure, District staff core drilled holes into the annular space from the upstream and downstream manholes. A substantial volume drained out and continues to flow into the downstream manhole. However, the grade of the existing PVC carrier pipe improved dramatically and although far from perfect, the hydraulic performance has improved markedly. It should be noted that the original design did not include casing spacers but instead relied upon a gravel bedding within the casing and some intermediate rebar braces. The annular space was not grouted or filled with sand to fix the carrier pipe in place.

At this time, groundwater is flowing into the sewer system at a rate well in excess of ten gallons per minute. With the predicted El Nino rain events, which are expected to raise groundwater levels, this breach represents a clear and imminent danger and it is crucial that this situation be remedied as soon as possible. While groundwater flow to the sewer system could be curtailed with a plug, this would immediately revert to the pre-existing condition with the associated threat of sewer backups and overflows in near proximity to the Carpinteria Salt Marsh. In my professional engineering opinion, the public interest and necessity in this circumstance demand the immediate expenditure of District funds for emergency repairs to prevent such adverse consequences and to maintain essential services to safeguard life, health, and property.

Resolution No. R-289, if adopted, would provide the required determination that an emergency condition exists pursuant to Public Contract Code sections 20806 and 1102. This would exempt the district from competitive bidding requirements and allow the District to immediately proceed with construction activities to grout the annular space and prevent the carrier pipe from refloating and to eliminate groundwater inflow. The resolution would authorize the General Manager to proceed with the project and expend necessary funds. Resolution No. R-289 further finds that the proposed emergency work is statutorily exempt from environmental review under the California Quality Act and authorizes filing of a Notice of Exemption (NOE). A copy of the proposed NOE is attached.

District staff met with representatives of Cushman Contracting Corporation (Cushman) at length to review the situation and discuss repair methods and materials. Cushman has successfully performed complex projects such as this for the District at a reasonable cost. Although further investigation is ongoing, the tentative plan is to pull a heavy anchor chain through the sewer pipe as ballast and to pump a specialty grout into the annular space from the downstream side. The work plan would be fully developed and approved by the District's General Manager prior to implementation.

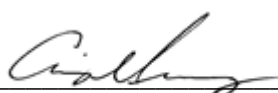
Section 20806 of the Public Contract Code requires that this resolution pass by a four-fifths majority vote.

RECOMMENDATION: Staff recommends that the Board adopt Resolution R-289

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-289.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: Resolution No. R-289
Notice of Exemption

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RESOLUTION NO. R-289

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARPINTERIA SANITARY DISTRICT DECLARING AN EMERGENCY WITH REGARD TO CERTAIN DISTRICT FACILITIES, AUTHORIZING REMEDIAL WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING, DECLARING THE PROJECT TO BE EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKING NECESSARY FINDINGS THEREOF

WHEREAS, the Carpinteria Sanitary District (“District”) owns and operates an 8-inch diameter gravity sewer within a 24-inch diameter steel casing pipe crossing under US 101 between Santa Claus Lane and Via Real; and

WHEREAS, the District only recently discovered that the integrity of the steel casing has been breached allowing groundwater to intrude into the annular space causing the carrier pipe to float, impacting the hydraulic grade and causing backups within the sewer system, and this issue was unexpected; and

WHEREAS, investigative and remedial efforts included coring holes to access the annular space which is allowing groundwater to enter the public sewer system in significant volumes; and

WHEREAS, projected heavy rains associated with an El Nino event are anticipated to raise local groundwater levels exacerbating the problem and making permanent repairs more difficult or impossible; and

WHEREAS, the current condition of these District facilities represents a clear and imminent danger; and

WHEREAS, failure to undertake remedial measures in advance of heavy, protracted rain events could affect operability of the existing sewer and cause backups or sewer overflows that would impact the Carpinteria Salt Marsh or other waters of the State, and as such requires immediate corrective action and expenditure of District funds to prevent such failure, and to protect water quality, the environment and the provision and maintenance of public services essential to the public health, safety and welfare; and

WHEREAS, the described occurrence and the existing condition of the pipeline as described herein constitutes an “emergency” for purposes of Public Contract Code Sections 20806 and 1102, respectively, and Public Resources Code Section 21060.3; and

WHEREAS, the existing conditions will not permit a delay resulting from a competitive solicitation for bids for the corrective action, which involves installation of temporary ballast within the carrier pipe and injection of grout to fill the annular space between the casing and the carrier (the “Work”), and immediate action is necessary to respond to the emergency, pursuant to Public Contract Code Section 22050; and

WHEREAS, the Work to be performed is statutorily exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code Sections 21080(a)(2) and 21080(a)(4) and 14 Cal. Regs. Sections 15269(b) and 15269(c);

NOW, THEREFORE, based on the staff reports concerning the issues set forth above and this resolution, and District staff's presentation at the January 5, 2016 Board meeting, the Board of Directors hereby resolves as follows:

1. Regarding the existing condition of the cased sewer crossing, the Board finds that an "emergency" exists within the meaning of Public Contract Code sections 20806 and 1102, and further finds that the public interest and necessity demand the immediate expenditure of District funds for the Work to safeguard life, health and property.
2. The Board further finds, pursuant to Public Contract Code section 22050(a)(2), that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that immediate commencement of the Work is necessary to respond to the emergency.
3. Pursuant to Public Contract Code Section 22050(b)(1), the Board directs the General Manager to immediately proceed with and expend funds for the Work, without giving notice for competitive bids.
4. The Board further finds that the Work is statutorily exempt from environmental review under the California Quality Act pursuant to Public Resources Code Sections 21080(a)(2) and 21080(a)(4), and 14 Cal. Code of Regs. Section 15269(b) and 15269(c). The Board hereby directs the District staff to file a Notice of Exemption with the Clerk of the Board of Supervisors for the County of Santa Barbara.
5. The above recitals are incorporated herein by reference and adopted as findings.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 5th day of January 2016 by the following vote to wit:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

Resolution No. R-289 was thereupon declared, carried, and adopted. Dated this 5th day of January 2016.

We certify that the above is a true and correct copy of Resolution No. R-289, adopted by the Board of Directors of the Carpinteria Sanitary District on January 5, 2016.

APPROVED:

Mike Damron
President, Board of Directors

ATTEST:

Jeff Moorhouse
Secretary, Board of Directors

NOTICE OF EXEMPTION

To: County Clerk
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

From: Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

Project Title: Emergency Pipeline Repair Project

Project Location-Specific: Encased pipeline crossing under US 101 between Santa Claus Lane and Via Real.

Project Location City: Carpinteria

Project Location County: Santa Barbara County

Description of Nature, Purpose and Beneficiaries of Project: Emergency

Name of Public Agency Approving Project: Carpinteria Sanitary District

Name of Person or Agency Carrying Out Project: Carpinteria Sanitary District/Cushman Contracting Corporation, Inc.

Exempt Status:

- ☐ Ministerial
- ☐ Declaration Emergency
- ☐ Emergency Project
- ☐ Categorical Exemption
- ☒ Statutory Exemption

Reason Why Project is Exempt: Statutory exemption per Public Resources Code Sections 21080(a)(2) and 21080(a)(4) and 14 Cal. Regs. Sections 15269(b) and 15269(b)(c). See Board Resolution No. R-289 (attached).

Lead Agency Contact Person: Craig Murray. **Area Code/Telephone Extension:** (805) 684-7214, x12

If filed by applicant: (Not Applicable)

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? **YES**

Craig M. Murray, P.E.
General Manager
Carpinteria Sanitary District

Date



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Cash Contract No. 432 – Cushman Contracting Corporation, Inc.
Santa Claus Lane Crossing Emergency Repairs**

DATE: January 5, 2016

REQUESTED ACTION: Board approval of Cash Contract No. 432 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc., of Goleta, CA.

FUNDING SOURCE: Allocated Funds - CIP Restricted Fund

BACKGROUND: The District intends to undertake emergency repairs to an existing 8-inch diameter PVC gravity sewer crossing of US 101 (between Santa Claus Lane and Via Real) that exists within a 24-inch diameter steel casing pipe. Due to a recently-discovered and unexpected breach in the casing, groundwater has entered the annular space and caused the carrier pipe to float, affecting the hydraulic grade and causing backups in the system. District staff has worked with Cushman Contracting Corporation to develop a preliminary work plan to remedy this emergency situation. The plan involves ballasting the PVC sewer pipe and filling the annular space with grout to displace the intruding groundwater. Additional investigation is ongoing. Time is of the essence due to projected El Nino rains that would raise groundwater levels and exacerbate the problem, including potential sewer backups and overflows in near proximity to the Carpinteria Salt Marsh. There exists a clear and imminent danger. Emergency repairs are necessary to prevent these adverse events from occurring and to prevent damage to life, health and property and impairment of essential public services.

Due to the emergency nature of the work and unknown quantities, it is appropriate to perform the work on time and materials, or force account, basis. Cash Contract No. 432 would engage Cushman to perform the required repairs to the cased crossing. Work would occur in close coordination with District staff. Funding for this work has been allocated to the restricted CIP fund and this work is expected to be accomplished within this allocation.

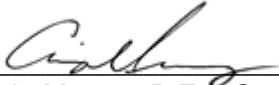
The form of agreement has been reviewed and approved by the District General Manager and District Counsel.

RECOMMENDATION: Staff recommends that the Board review and approve Cash Contract No. 432 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc. for emergency pipeline repairs on a time and materials reimbursement basis.

SUGGESTED MOTION: I move that the Board approve Cash Contract No. 432 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc. dated January 5, 2016.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Craig Murray, P.E. - General Manager

Attachments: Cash Contract No. 432

P:\Board\Staff Reports\2016\01-05-16\CC432_Cushman.docx

CASH CONTRACT #432

AGREEMENT FOR EMERGENCY PIPELINE REPAIRS

This Agreement is made and entered into effective January 5, 2016, between:

CARPINTERIA SANITARY DISTRICT, (hereinafter referred to as "District")

And

CUSHMAN CONTRACTING CORPORATION of Goleta, California, a California corporation
(hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District desires to obtain services from Contractor that include emergency repairs to its existing 8-inch diameter sewer and 24-inch casing pipe crossing under US 101 near Santa Claus Lane; and

WHEREAS, Contractor has represented itself to have experience in pipeline construction and repairs, with specific experience in addressing groundwater intrusion; and

WHEREAS, Contractor maintains applicable insurance and implements a safety program that complies with all State and Federal OSHA requirements; and

WHEREAS, Contractor has developed a preliminary scope and approach to perform the emergency repairs that include installation of a pipe ballast and placement of grout in the annular space between the casing and the carrier pipe; and

WHEREAS, District has, by Board resolution, determined that an emergency condition exists that will not permit a delay resulting from a competitive solicitation for bids, and that immediate commencement of the Work is necessary to respond to the emergency, pursuant to Public Contract Code section 22050(a)(2).

WHEREAS, subject to the specific terms and conditions set forth herein, Contractor desires to enter into an agreement with the District for said construction;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1: Nature of Agreement. This agreement, when fully executed by the Parties, shall constitute a contract whereby Contractor agrees to make required emergency repairs to the District's facilities as set forth above. The Scope of Work (Work) for the services has been preliminarily developed but based on the nature of the emergency situation may change before or during the performance of the work. Contractor shall comply with all local, state and federal laws, ordinances and regulations applicable to the Work. Compensation payable to Contractor pursuant to this

agreement shall be paid on a time and materials reimbursement basis. Applicable labor and equipment hourly rates shall be approved by the District's General Manager prior to commencement of work.

Section 2: Term of Agreement. This Agreement shall continue in full force and effect for a period of thirty calendar (30) days, beginning January 6, 2016, and ending February 5, 2016, except as subject to early termination as provided in Section 3 of this Agreement.

Section 3: Early Termination. During its term, this Agreement may be sooner terminated by written notice of termination as follows:

- A. By either Party in the event the defaulting Party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting Party of such material breach.
- B. By the District, without cause and without penalty or cost to the District, immediately upon written notice, given in the sole discretion of the District's General Manager or designee.

Section 4: Safety and Protection

- A. The Contractor shall be solely responsible for supervising its personnel and initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope of Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, to its personnel at the location of the work and any third parties.
- B. The Contractor shall promptly and fully comply with and carry out and shall, without separate charge to the District, enforce compliance with safety and first aid requirements pertaining to the work stated herein, prescribed by all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction or charged with the enforcement thereof, for the safety of persons or property or to protect them from damage, injury, or loss, including without limitation all OSHA rules, regulations and guidelines pertaining to confined space entry, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify District, owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. The Contractor shall take such other measures as may be necessary to ensure that work is done in a safe manner and that the safety and health of the employees and people of the local communities is safeguarded.
- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents, and the maintaining and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the District.

Section 5: Insurance. Contractor shall procure and maintain for the duration of this Agreement, and thereafter as specified in Exhibit "A" incorporated herein by reference, liability insurance naming the District as an additional insured under Contractor's policies for the scope of work performed pursuant to this Agreement, all on the terms set forth in Exhibit "A".

Section 6: Indemnity. Contractor shall investigate, defend, indemnify, and hold harmless the District and its directors, officers, agents, and employees from and against any and all loss, damage, liability, claims, demands, costs, charges, and expenses (including reasonable attorney and expert consultant fees), and any fines or penalties from regulatory agencies and any causes of action of whatsoever character which the District may incur, sustain, or be subjected to on account of loss or damage to District's property or other real or personal property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to employees, subcontractors, agents, and invitees of each party hereto), and for violation of any laws, ordinances, rules or regulations (including without limitation safety standards), arising out of or in any way connected with the work to be performed under this Agreement, except and only to the extent where caused by the active negligence, sole negligence, or willful misconduct of District. Contractor's indemnity obligations shall survive the term of this Agreement.

Submission by Contractor of proof of compliance with the insurance requirements of this Agreement shall not relieve Contractor from liability under this indemnity section. The obligations of this indemnity section shall apply whether or not such insurance policy(ies) shall have been determined to apply to any of such losses damage, liability, claims, demands, costs, charges, or expenses.

Section 7: Successors and Assigns; No Subcontracting No assignment of this Agreement shall be effective without the prior written consent of the non-assigning party. District may withhold such consent in its sole discretion. Contractor may not utilize subcontractors.

Section 8: Independent Contractor. The parties agree that the Contractor is an independent contractor to the District, not an employee of the District, and therefore is not entitled to the salaries, benefits, or privileges of being an employee of the District, including, but not limited to vacation pay, holiday pay, overtime pay, health insurance, disability or retirement benefits, and workers' compensation benefits.

Section 9: Notice. Any notice, payment or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or upon deposit in the United States mail, registered, postage prepaid and addressed as follows:

DISTRICT:
Craig Murray, General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

CONTRACTOR:
Lee Cushman
Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

Section 10: Claims and Disputes. This Agreement shall be governed and construed in accordance with the laws of the State of California. Should litigation be filed concerning this Agreement, such litigation shall be filed and heard in a court of competent jurisdiction for the County of Santa Barbara, State of California.

Section 11: Integration Clause. No claim or right arising out of a breach of this Agreement can be discharge in whole or in part by a waiver unless the waiver is supported by consideration and is in writing signed by the aggrieved party. This Agreement represents the entire agreement between the parties and shall not be modified, except as agreed in writing.

Section 12: No Waiver. No failure or delay by either party in asserting their rights or remedies hereunder as to any default shall operate as a waiver of the default, of any subsequent or other default, or any rights or remedies. No such delay shall deprive the parties of their right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver unless the waiver is supported by consideration and is in writing signed by the aggrieved party.

Section 13: Partial Invalidity. If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

Section 14: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

Section 15: Authority. The individuals executing this Agreement on behalf of the respective parties represent and warrant that they have the requisite authority to take such action.

Section 16: Drafting. The provisions of this Agreement shall be construed in accordance with the fair meaning of the language and shall not be construed against the drafting party.

BY SIGNING HEREUNDER, Contractor acknowledges that it has reviewed all of the foregoing provisions of the Agreement and agrees with the terms, requirements, and conditions contained herein,

The parties have executed this Agreement on the day and year first set forth above.

CARPINTERIA SANITARY DISTRICT

Craig Murray, General Manager
Carpinteria Sanitary District

Lee Cushman
Cushman Contracting Corporation, Inc.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, or its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The District, its directors, officers, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, and its directors, officers, employees, and agents.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, and its directors, officers, employees, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, and its directors, officers, employees, and agents.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Unless otherwise agreed to by the District.

Verification of Coverage

Contractor shall furnish the District with original **endorsements** affecting coverage required by this clause. The endorsements are to be on forms satisfactory to the District. All endorsements are to be received and approved by the Agency before work commences. As an alternative to the District's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

END OF PAGE



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Via Real Sewer Main Relocation Project Acceptance and Approval of Notice of Completion**

DATE: January 5, 2016

REQUESTED ACTION: Staff recommends that the Board approve the following actions:

- A. Accept project completion of a contract with Tierra Contracting, Inc. (Tierra) for the Via Real Sewer Main Relocation Project and authorize General Manager to record a Notice of Completion with the County of Santa Barbara
- B. Authorize release of contract retention pursuant to law, following a period no less than 35 days following recordation of Notice of Completion with the County of Santa Barbara.
- C. Exonerate posted payment and performance bonds as deemed appropriate by the General Manager in accordance with the schedule set forth in the Contract Documents.

FUNDING SOURCE: CIP Project No. P-148 / CalTrans Reimbursement

BACKGROUND: On September 15, 2015 the Board of Directors approved Cash Contract No.427 between the District and Tierra Contracting, Inc. (Tierra) with an original contract amount of \$403,281. A single contract change order for this project was authorized by the District General Manager, as it resulted in a credit of \$20,022 related to deletion of a work item to divert flow within Carpinteria Creek and also elimination of slurry seal pavement restoration. The revised contract amount is \$383,259. Work under this contract has been successfully completed. District staff and its engineering consultant verified that the work was performed in accordance with the project specifications. Attached is a letter dated December 21, 2015 from Dave Rundle of Stantec, the District's construction manager, to this effect. Overall, Tierra's performance on this project was outstanding.

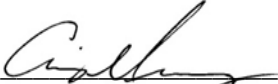
The District has received all required project submittals. As such, the project is complete and staff recommends that the Board accept the improvements and authorize the General Manager to execute and record the attached Notice of Completion. After the prescribed 35-day waiting period, and provided that no legitimate stop notices or claims are received by the District, the General Manager will release the retention funds to Tierra and will exonerate applicable bonds within the statutory timeframes.

RECOMMENDATION: Staff recommends that the Board accept the Via Real Sewer Main Relocation Project, authorize filing and recordation of a Notice of Completion, and approve release of retention and applicable bonds in accordance with the contract.

SUGGESTED MOTION: I move that the Board accept the Via Real Sewer Main Relocation Project, authorize filing and recordation of a Notice of Completion, and approve release of retention and applicable bonds in accordance with the contract.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Craig Murray, P.E. General Manager

Attachments: December 21, 2016 Letter from David Rundle, Stantec
Notice of Completion

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December 21, 2015
File: 2064021104

Attention: Mr. Craig Murray, P.E., General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, California 93013

Dear Mr. Murray

Reference: Via Real Sewer Relocation, Cash Contract #427
Recommendation for Acceptance

Dear Mr. Murray:

Based on inspection of the work, it is our opinion that the Via Real Sewer Relocation has been satisfactorily completed in substantial conformance with the Contract Documents. Upon the District's filing of a "Notice of Completion", and per Tierra's Progress Payment No. 3, which accompanies this letter, we recommend the 5% retention in the amount of \$19,162.95 (\$18,911.50 + (\$5,029.00 x 5%)) be released and paid to Tierra Contracting, Inc. The following is a summary of the contract status:

Original Contract Amount:	\$403,281.00
Contract Change Orders:	(\$20,022.00)
Current Contract Amount:	\$383,259.00
Total Work Completed to Date	\$383,259.00
Less 5% Retention:	(\$19,162.95)

If you have questions or require additional information, please call me at 805-963-9538, ext. 113.
Thank you.

Regards,

STANTEC CONSULTING SERVICES INC.

David Rundle, P.E.
Principal
Phone: (805) 963-9538 x.113
Fax: (805) 966-9801
david.rundle@stantec.com

V:\2064\active\2064021104\21104\02 Construction Management\Correspondence\Acceptance Recommend Ltr.docx

Design with community in mind

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

NO FEE PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: Carpinteria Sanitary District
3. The full address of the owner is: 5300 Sixth Street
Carpinteria, California 93013
4. The nature of the interest or estate of the owner is: Purchaser under public works contract
5. A work of improvement on the property hereinafter described was completed on December 4, 2016.

The work completed was: **Via Real Sewer Main Relocation Project**

6. The name of the contractor for said project was: **Tierra Contracting, Inc.** of Goleta, CA.
7. The property on which said work of improvement was completed is in the City of Carpinteria, County of Santa Barbara, State of California, and is described as follows:

Construct approximately 151 linear feet of 18-inch diameter gravity sewer, 220 linear feet of 15-inch diameter gravity sewer, 82 linear feet of 12-inch diameter gravity sewer; horizontal directionally drill a double barrel 8-inch outside diameter HDPE inverted siphon under Carpinteria Creek (2 x 625 LF), construction of 5 new manholes, sewer abandonment, surface restoration and ancillary work

CARPINTERIA SANITARY DISTRICT

Craig Murray, P.E. - General Manager

Dated

CERTIFICATE

I, the undersigned, say: I am the General Manager of the Carpinteria Sanitary District. I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, at _____ Carpinteria, California _____

Craig Murray, P.E.
General Manager
Carpinteria Sanitary District



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Authorization of Staff Recognition Measure for 2015**

DATE: January 5, 2016

REQUESTED ACTION: Staff recommends that the Board approve granting 8 hours of compensated time off for each District employee, per the recommendation of the Board Personnel Committee, in recognition of tremendous effort and accomplishments in 2015.

BACKGROUND: The Board Personnel Committee met on December 4, 2015 and considered a recommendation from the General Manager to formally recognize District staff for performance and accomplishments in 2015 that exceeded expectations. Achievements of note included reaching 600 days without a lost time injury, completion of the Aerated Sludge Holding Tank with continuous permit compliance and receipt of the CWEA statewide Collection System of the Year Award.

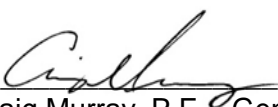
Following discussion, the Personnel Committee decided that it was appropriate to give each District staff member a day off to recognize exceptional performance during the year. The award would be in the form of 8.0 hours of compensated time off added to the leave bank for each staff member. This item simply requests that the Board formally authorize the recommendation of the Personnel Committee.

RECOMMENDATION: Staff recommends that the Board approve the recognition measure proposed by the Board Personnel Committee.

SUGGESTED MOTION: I move that the Board authorize granting 8.0 hours of compensated time off for each District staff member as proposed by the Personnel Committee.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: 
Craig Murray, P.E. - General Manager



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

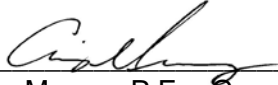
FROM: Craig Murray, P.E., General Manager

SUBJECT: LAFCO Commission – Special District Member Vacancy

DATE: January 5, 2016

BACKGROUND: Information is being presented to the Board from LAFCO regarding an upcoming vacancy on the LAFCO commission. Current Regular Special District Member Craig Geyer's term expires on March 1, 2016. The Notice of a Meeting of the Santa Barbara County Independent Special District Selection Committee, dated December 7, 2015, is attached for review.

RECOMMENDATION: None. Board Decision.

Prepared By: 
Craig Murray, P.E. - General Manager

CARPINTERIA
DEC 14 2015
SANITARY DISTRICT

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

December 7, 2015

TO: Presiding Officers of Independent Special Districts

Subject: Special District Appointment(s) to Santa Barbara LAFCO

**NOTICE OF A MEETING OF THE SANTA BARBARA COUNTY INDEPENDENT
SPECIAL DISTRICT SELECTION COMMITTEE**

THIS NOTICE WILL CALL AND GIVE NOTICE that the Santa Barbara County Independent Special District Selection Committee will meet on **Monday, January 25, 2016 at 5:00 p.m.** The meeting will be held at the Santa Ynez Valley Marriot, 555 McMurray Road in Buellton, California.

Purpose: The purpose of this meeting is to (a) Select a Regular Special District Member of the Commission for a term of office from March 2, 2016 to March 1, 2020. This position is currently held by Craig Geyer, a Director on the Goleta West Sanitary District, whose term expires on March 1, 2016, and (b). Select an Alternate Special District member. This position is currently held by John Fox, a Director on the Goleta Sanitary District, whose term also expires on March 1, 2016.

Call for Nominations: Nominations for the Regular Special District member should be submitted to the LAFCO Executive Officer, at the above address, **no later than January 15, 2016.** Nominations may be received by mail or offered from the floor at the meeting. A nomination form is attached to this notice.

Who Can Vote: The Presiding Officer each Independent Special District is authorized to vote for the Special District members on LAFCO. However, if the presiding officer is unable to attend the meeting, the legislative body of the district may appoint one of its members to attend the meeting of the selection committee in the presiding officer's place. There is one vote per district. Members representing a majority of the eligible district shall constitute a quorum, which is necessary for the selection committee to conduct its business.

Please contact the LAFCO office if you have any questions.

Sincerely,



PAUL HOOD
Executive Officer

Commissioners: Doreen Farr, Chair ♦ Roger Aceves ♦ Craig Geyer ♦ Jeff Moorhouse ♦ Bob Orach ♦ Janet Wolf ♦ John Fox ♦ Steve Lavagnino ♦ Jim Richardson ♦ Shane Stark ♦ Roger Welt ♦ **Executive Officer:** Paul Hood

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

NOMINATION FOR SPECIAL DISTRICT MEMBER		LAFCO STAFF USE	
Return to: Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 Or FAX to 568-2249		Date Received: _____	
Please print in ink or type			
POSITION SOUGHT:		<input type="checkbox"/> Special District Member <input type="checkbox"/> Alternate Special District Member	
NAME OF NOMINEE: _____		NAME OF DISTRICT: _____ _____	
MAILING ADDRESS: _____ _____		TELEPHONE: Home: _____ Bus: _____ Cell: _____ Fax: _____	
ADDITIONAL INFORMATION: On this form <u>or</u> an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for Special District Member: This information will be distributed to all independent special districts. 			
SIGNATURE OF NOMINEE:			

MUSICK, PEELER & GARRETT LLP
ATTORNEYS AT LAW

ANTHONY H. TREMBLEY
a.trembley@mpglaw.com
(805) 418-3123

2801 TOWNSGATE ROAD, SUITE 200
WESTLAKE VILLAGE, CALIFORNIA 91361

TELEPHONE: (805) 418-3100
FACSIMILE: (805) 418-3101
WWW.MUSICKPEELER.COM

LOS ANGELES
ORANGE COUNTY
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
WESTLAKE VILLAGE

FILE NO.: 13486.001

December 14, 2015

VIA FIRST CLASS MAIL

Mr. Craig Murray
General Manager
Carpinteria Sanitary District
5300 6th Street
Carpinteria, CA 93013



Re: 2015 Chaptered Legislation

Dear Craig:

The following is a brief summary of 2015 California chaptered legislation which may be of interest to the District.

Overall, the legislative year was relatively quiet insofar as statutory changes affecting the District are concerned. I have excluded from this summary legislation which makes technical or non-substantive code changes. Unless otherwise noted, these changes take effect January 1, 2016. There were no changes to the District's principal act in the Health & Safety Code.

1. District Investments. [AB 283, Chapter 181, Statutes of 2015]

This legislation extends until January 1, 2021, the existing temporary authority for a local agency to use a private sector deposit placement service to invest up to 30% of surplus funds in deposits other than certificates of deposit. The legislation also removes the cap on funds that may be invested in any single private sector deposit placement service.

2. Collection Of Rates On Tax Rolls. [SB 184, Chapter 269, Statutes of 2015]

Part of an omnibus act, this legislation clarifies that it is the clerk of the Board of Directors or secretary of the district who prepares and files reports with the county auditor concerning parcels on the property tax roll for which the district's charges will be collected.

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ATTORNEYS AT LAW

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3. Public Works/Prevailing Wage Laws. [AB 219, Chapter 739, Statutes of 2015]

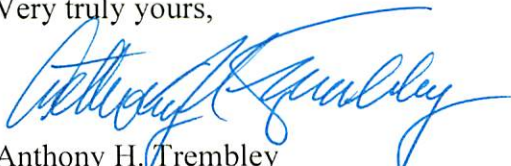
Effective as of July 1, 2016, expands the definition of "public works" in the Labor Code to include, within prevailing wage laws, the hauling and delivery of ready-mixed concrete. The entity hauling or delivering the ready-mixed concrete shall be considered a subcontractor for these purposes and shall submit a certified copy of payroll records and a written, driver-certified time record to the hiring entity and general contractor.

4. Delay Damages/Public Works Contracts. [AB 552, Chapter 434, Statutes of 2015]

Public works contracts which contain a clause expressly requiring a contractor to be responsible for delay damages (as defined) shall not be enforceable unless the delay damages have been liquidated to a set amount and identified in the public works contract. "Delay damages" are defined as "damages incurred by the public agency for each day after the date on which work was to be completed by the contractor pursuant to the public works contract."

I hope that you find this legislation summary useful. Should you have any questions, please contact me.

Very truly yours,


Anthony H. Trembley
for MUSICK, PEELER & GARRETT LLP

AHT:yfd

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Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Kim Garcia, Office Manager and Board Clerk

SUBJECT: Annual Board Reorganization

DATE: January 5, 2016

REQUESTED ACTION: Board action establishing officers, the meeting place, meeting time, and other housekeeping functions required/authorized by law.

BACKGROUND: Each year, as required by law, the Board conducts annual organizational duties whereby the District sets, resets, confirms, and generally clarifies District positions, meeting place, and meeting time.

The methods with which to nominate and elect positions are at the Board's discretion. I have provided a blank slate for all positions for the Board's consideration.

The Board may choose to:

1. Deliberate, set positions, and pass all items with one motion;
2. Deliberate, set each position and make each determination with a separate motion; or
3. Deliberate and cluster approvals.

BOARD AND COMMITTEE DETERMINATIONS:

- The Board establishes _____ as *President*.
Motion: _____ Second: _____
- The Board establishes _____ as *President Pro-Tem*.
Motion: _____ Second: _____
- The Board establishes _____ as *Secretary*.
Motion: _____ Second: _____
- The Board establishes _____ as *Secretary Pro-Tem*.
Motion: _____ Second: _____

< The Board affirms the rotation of subsequent Secretary Pro-Tems of the remaining Board members in alphabetical order in the event that the Secretary and Secretary Pro-Tem are not available.
- The Board establishes _____ as *Treasurer*.
Motion: _____ Second: _____

The Board establishes existing Standing Committee Chairpersons and membership as follows:

1. Finance Committee:

Chairperson: _____ Member: _____

2. Personnel Committee:

Chairperson: _____ Member: _____

3. Public Relations Committee:

Chairperson: _____ Member: _____

4. Local Utilities Committee:

Chairperson: _____ Member: _____

JOINT POWERS AUTHORITY ASSIGNMENTS: The Board establishes participation in joint powers authorities on behalf of the District as follows:

1. Coastal Districts Financing Authority*:

Member: _____ Member: _____

2. California Sanitation Risk Management Authority:

Committee Member: _____ Jeff Moorhouse

* Pursuant to Resolution No. R-256, adopted by the Board of Directors on September 18, 2012, the Board President and President Pro-Tem shall be designated to serve as CDFA Board Members.

HOUSEKEEPING DETERMINATIONS:

- The Board reaffirms Musick, Peeler & Garrett, LLP as Legal Counsel.
- The Board reaffirms Craig Murray, P.E. as General Manager.
- The Board reaffirms 5300 Sixth Street as the place of regular meetings of the Board.
- The Board affirms the first and third Tuesday of each month as the days of the regular meetings of the Board, unless the first and third Tuesday falls on a national holiday.
- The Board affirms 5:30 p.m. as the time of the regular meetings of the Board.
- The Board reaffirms that Section 54956 and 54956.5 of the Government Code are designated as the manner by which special and emergency meetings respectively shall be called.
- The Board reaffirms compensation to Directors as established by Board Resolution for attendance at regular, special or adjourned meetings of the Board of Directors, for committee meetings, seminars, conferences and other meetings as established by Board Resolution.

* Note: **Should the Board change President or Secretary** during this evening's actions, the Board must order the Secretary to file a Statement of Facts with the Secretary of State and the County as required by Law.


RECOMMENDATION: None. Board decision.

SUGGESTED MOTION: I move that the Board approve and adopt the organizational provisions as (presented) (modified) in this staff report, and, ***if officers are changed***, orders the Secretary to file a Statement of Facts with the Secretary of State and the County Clerk Recorder's Office.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Kim Garcia, Board Clerk

Reviewed By: _____
Craig Murray, P.E., General Manager

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