



**REGULAR MEETING
OF
BOARD OF DIRECTORS
MONTECITO WATER DISTRICT
583 SAN YSIDRO ROAD
MONTECITO, CALIFORNIA**

TUESDAY, MARCH 20, 2018
Adjourned to

**MONDAY, MARCH 26, 2018
9:00 A.M.**

AMENDED AGENDA

1. CALL TO ORDER, ROLL CALL, DETERMINATION OF QUORUM

2. PUBLIC FORUM

This portion of the agenda may be utilized by any member of the public to address and ask questions of the Board of Directors on any matter not on the agenda within the jurisdiction of the Montecito Water District. Depending upon the subject matter, the Board of Directors may be unable to respond at this time, or until the specific item is placed on the agenda at a future MWD Board meeting in accordance with the Ralph M. Brown Act.

3. CONSENT CALENDAR

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

- A. Minutes of February 20, 2018
- B. Payment of Bills for January 2018
- C. Investment of District Funds January 2018

4. DISTRICT OPERATIONS AND GENERAL MANAGER'S REPORTS

- A. BOARD ACTION: Update on Phase 1 negotiations with City of Santa Barbara on a Long Term Water Supply Agreement and approval to proceed with Phase 2 negotiations

- B. INFORMATION ONLY: Report on Future Storm Preparedness
- C. INFORMATION ONLY: Progress update on implementation of permanent pipeline repairs and FEMA reimbursement
- D. BOARD ACTION: LAFCO Special District Commissioner Election (candidates)
- E. BOARD ACTION: Proposed modification of existing easement for Terminal Reservoir Property
- F. INFORMATION ONLY: Water Works Operations Report for January 2018 and February 2018
- G. BOARD ACTION: Proposed Emergency Response Contract Amendments
- H. BOARD ACTION: Approval of Award of Contract for Engineering Design and Construction Support Services for Permanent Highline Repairs to Cannon Corporation for \$361,384
- I. BOARD ACTION: Approval of Award of Contract for CEQA Documentation Services for Permanent Highline Repairs for \$40,000
- J. INFORMATION ONLY: General Manager's Report (Oral)

5. DISTRICT BUSINESS REPORT

- A. INFORMATION ONLY: Monthly Financial Reporting for January 2018
- B. INFORMATION ONLY: Review of Cash Flow Regarding Emergency Spending

6. LEGAL MATTERS

- A. CLOSED SESSION: Pursuant to Government Code Section 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation, Montecito Water District et al v. Southern California Edison, Santa Barbara Superior Court Case No. 18CV01222
- B. CLOSED SESSSION: Pursuant to Government Code Section 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation, Lori Ann Lieberman v. Southern California Edison, Santa Barbara Superior Court Case No. 18CV00185
- C. CLOSED SESSION: Pursuant to Government Code Section 54957 (Personnel Exemption), Employee Performance Evaluation - General Manager
- D. Recent and Pending Legal Matters Review – Oral Report;

7. DIRECTOR AND COMMITTEE REPORTS

- A. PRESIDENTS REPORT: Director Morgan
- B. CENTRAL COAST WATER AUTHORITY: Director Shaikewitz
- C. SANTA BARBARA COUNTY SPECIAL DISTRICTS ASSOCIATION: Director Shaikewitz
- D. CACHUMA OPERATION AND MAINTENANCE BOARD: Director Morgan
- E. CACHUMA CONSERVATION RELEASE BOARD: Director Morgan
- F. OPERATIONS COMMITTEE: Directors Frye & Wicks
- G. FINANCE COMMITTEE: Directors Morgan & Plough
- H. APPEALS COMMITTEE: Directors Frye & Plough
- I. STRATEGIC PLANNING: Directors Shaikewitz & Wicks

8. DIRECTOR REQUESTS

Requests from Directors for items other than regular agenda items for the next regular Board meeting scheduled for Tuesday, April 17, 2018 or any future meeting.

9. ADJOURNMENT

Note: This agenda was posted at the Montecito Water District front counter and outside display case at 5:00 p.m. on March 13, 2018. 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 805-969-2271. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Supporting documents for agenda items are available at the District front counter during normal business hours.

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Montecito Water District offices located at 583 San Ysidro Road, Montecito, during normal business hours.



**REGULAR MEETING MINUTES
OF
BOARD OF DIRECTORS
MONTECITO WATER DISTRICT
583 SAN YSIDRO ROAD
MONTECITO, CALIFORNIA**

**TUESDAY, FEBRUARY 20, 2018
2:00 P.M.**

1. CALL TO ORDER, ROLL CALL, DETERMINATION OF QUORUM

President Morgan called the meeting to order at 2:00 p.m.

Directors Present:

Directors, Samuel Frye, W. Douglas Morgan, Tobe Plough, Richard Shaikewitz, and Floyd Wicks

Directors Absent:

None

Staff Present:

Nick Turner, General Manager
Daryl Smith, Business Manager
Adam Kanold, Engineering Manager

Bob Cohen, General Counsel
Lois Werner, Recording Secretary

Guests Present:

Adam Guise, Moss, Levy & Harzheim
Bob Hazard, Montecito Journal
Vicki Hazard, District customer

Sam Leno, District customer
Ken Coates, District customer
Rick Porter, District customer

2. PUBLIC FORUM

Mr. Porter addressed the Board on the subject of the lack of women on the Board and the subject of the cost of water served during January when there was a boil water notice.

3. CONSENT CALENDAR

Following discussion it was moved by Director Plough, seconded by Director Frye and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to approve the Consent Calendar as presented.

4. BOARD OF DIRECTORS

- A. BOARD ACTION: Director Meeting Compensation Adjustment beginning February 21, 2018

Mr. Turner presented this item. Following discussion it was moved by Director Plough, seconded by Director Shaikewitz and carried by the following roll-call vote to approve Resolution No. 2162, increasing Directors' meeting compensation by \$5 per meeting day, from \$150 to \$155:

AYES: Directors Frye, Morgan, Plough, Shaikewitz, and Wicks

NOES: None

ABSENT: None

5. DISTRICT OPERATIONS AND GENERAL MANAGER'S REPORTS

- A. INFORMATION ONLY: Quarterly Drought and Water Supply Update

Mr. Turner presented this update via PowerPoint and responded to questions from Directors and members of the public.

- B. BOARD ACTION: Participation in the Central Coast Water Authority (CCWA) 2018 Supplemental Water Purchase Program and authorization of General Manager to purchase supplemental water through the 2018 SWPP purchase agreement when water is needed and an opportunity is made available

Mr. Turner presented this item and responded to questions from Directors and members of the public. Following discussion it was moved by Director Frye, seconded by Director Plough and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to approve participation in the CCWA 2018 Supplemental Water Purchase Program with an initial requested deliver goal of up to 3,000 AF of water and authorize the General Manager to enter into a binding agreement, when water is needed and an opportunity is made available, to purchase up to 3,000 AF of water through the 2018 SWPP with a not-to-exceed unit price of \$300/AF or total price of \$900,000.

- C. BOARD ACTION: Authorization to enter into an agreement with Central Coast Water Authority to deliver Semitropic Water Storage Program Water
- Mr. Turner presented this item and responded to questions from Directors and members of the public. Following discussion it was moved by Director Plough, seconded by Director Frye and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to approve entering into the “Agreement to Deliver Semitropic Water Storage Program Water” with CCWA.
- D. BOARD ACTION: Approval of a Professional Engineering Services contract with MNS Engineering for the preparation of Inundation Mapping and a Technical Study to support the Emergency Action Plan for Juncal Dam
- Mr. Kanold presented this item and responded to questions from Directors and members of the public. Following discussion it was moved by Director Frye, seconded by Director Shaikewitz and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to authorize District staff to engage in a Professional Engineering Services contract with MNS Engineering for the preparation of Inundation Mapping and a Technical Study to Support the Emergency Action Plan for Juncal Dam and allocate \$46,540 from unrestricted reserves for this work.
- E. BOARD ACTION: Ratification of purchase of temporary housing for Jameson Lake Caretaker
- Mr. Kanold presented this item and responded to questions from Directors. Following discussion it was moved by Director Shaikewitz, seconded by Director Plough and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to ratify the purchase of temporary housing to be used by the caretaker at Jameson Lake until permanent housing is constructed.
- F. BOARD ACTION: Proposed Emergency Response Contract Amendments
- Mr. Kanold presented this item and responded to questions from Directors and members of the public. Following discussion it was moved by Director Plough, seconded by Director Wicks and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to ratify the emergency response contract amendments or construction and consulting service in accordance with District Resolution No. 2144.
- G. BOARD ACTION: Request for additional engineering staff support
- Mr. Kanold presented this item and responded to questions from Directors. Following discussion it was moved by Director Plough, seconded by Director Frye and carried with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to authorize management staff to hire an Engineering

Assistant as described in Exhibit A, Job Description, at the salary range described in Exhibit B, Salary Schedule. It is anticipated that the costs of this position will focus on disaster recovery projects and will be largely refunded through FEMA for at least the first year.

- H. BOARD ACTION: Appointment of voting representative – LAFCO Special District Commissioner Election

Mr. Turner presented this item and responded to questions from Directors. Following discussion it was moved by Director Shaikewitz, seconded by Director Morgan and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to Director Shaikewitz as MWD's voting representative for the 2018 Special Districts LAFCO Commissioner election to be held March 26, 2018 if President Morgan is not able to attend.

- I. INFORMATION ONLY: Water Works Operations Report for November 2017 thru December 2017

Mr. Turner presented these reports and responded to questions from Directors and members of the public.

- J. INFORMATION ONLY: General Manager's Report (Oral)

Mr. Turner did not have anything specific to report on District activities and projects not covered elsewhere on the agenda.

6. DISTRICT BUSINESS REPORT

- A. INFORMATION ONLY: Monthly Financial Reporting for November 2017

Mr. Smith presented this report and responded to questions from Directors and members of the public.

- B. INFORMATION ONLY: Monthly Financial Reporting for December 2017

Mr. Smith presented this report and responded to questions from Directors and members of the public.

- C. BOARD ACTION: Receive, Accept and File 2016/17 Annual Audited Financial Statements

Mr. Guise of Moss, Levy & Hartzheim LLP, presented the annual audit. Following discussion it was moved by Director Frye, seconded by Director Plough and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to accept and file the Audited Financial Statements for the Fiscal Years ending June 30, 2017 and 2016.

E. BOARD ACTION: Approve January 2018 Meter Charge Forgiveness

Mr. Smith presented this item and responded to question from Directors and members of the public. Following discussion it was moved by Director Frye, seconded by Director Wicks and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to authorize staff to waive the billing of meter service charges for all customers for the month of January.

F. BOARD ACTION: Authorization to utilize Board Assigned Reserves

Mr. Smith presented this item and responded to questions from Directors and members of the public. Following discussion it was moved by Director Shaikewitz, seconded by Director Wicks and carried, with Directors Frye, Morgan, Plough, Shaikewitz, and Wicks voting in favor, to authorize the use of funds from both the Reserve for Emergencies and the Reserve for Operations.

G. INFORMATION ONLY: Overview of Cash Flow Regarding Emergency Spending

Mr. Smith presented this item and responded to questions from Directors and members of the public.

7. MONTECITO WATER DISTRICT FINANCING CORPORATION

A. BOARD ACTION: Adjourn to annual meeting of the Montecito Water District Financing Corporation

The Board adjourned to the meeting of the MWDFC at 4:17 p.m.

The Board reconvened the regular meeting of the MWD Board at 4:23 p.m.

8. LEGAL MATTERS

A. CLOSED SESSION: Pursuant to Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation, Lori Ann Liebermann v. Southern California Edison Company et al., Santa Barbara Superior Court Case No. 18CV00185;

B. CLOSED SESSION: Public Employee Discipline/Dismissal/Release– Government Code Section 54957

The Board adjourned to closed session on the two matters above at 4:24 p.m.

The Board reconvened to open session at 5:28 p.m.

Report from closed session:

Item A — the Board received a report from Counsel; no action was taken.

Item B — it was moved by Director Plough, seconded by Director Frye and carried on a vote of 5-0 to separate a Distribution Operator 2 from the District. The Board gave direction to staff to take the necessary action to finalize separation.

- C. Recent and Pending Legal Matters Review – Oral Report
Mr. Cohen had no legal matters to report in open session.

9. DIRECTOR AND COMMITTEE REPORTS

A. PRESIDENTS REPORT

Director Morgan reported that he would attend the SB City Council meeting with Mr. Turner on February 27.

B. CENTRAL COAST WATER AUTHORITY

Director Shaikewitz reported on the activities of CCWA.

C. SANTA BARBARA COUNTY SPECIAL DISTRICTS ASSOCIATION

Director Shaikewitz reported on the activities of the SBC-SDA

D. CACHUMA OPERATION AND MAINTENANCE BOARD

Director Morgan reported on the activities of COMB.

E. CACHUMA CONSERVATION RELEASE BOARD

Director Morgan reported on the activities of CCRB. An Executive Director has been hired for CCRB.

F. OPERATIONS COMMITTEE

Directors Frye & Wicks reported that the activities of the Operations Committee had been covered elsewhere in the agenda.

G. FINANCE COMMITTEE

Directors Morgan & Plough reported that the activities of the Finance Committee had been covered elsewhere in the agenda

H. APPEALS COMMITTEE

Directors Frye & Plough reported that the Appeals Committee did not meet.

J. STRATEGIC PLANNING

Directors Shaikewitz & Wicks reported on the activities of the Strategic Planning Committee.

10. DIRECTOR REQUESTS

There were no requests from Directors for items other than regular agenda items for the next regular Board meeting scheduled for Tuesday, March 20, 2018 or any future meeting.

11. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:40 p.m.

Approved:

W. Douglas Morgan, President

Attest:

Nick Turner, Secretary



**MARCH 2011
FLSA: NON-EXEMPT**

ENGINEERING ASSISTANT

DEFINITION

Under general direction, performs a variety of engineering office and field duties in support of District engineering projects; participates in the planning, design, and construction phases of engineering projects; prepares and monitors construction and consultant service contracts and assists in the preparation of requests for proposals; acts as a liaison between Engineering and other District departments, contractors, and the public on matters related to assigned projects; maintains plan files and engineering records; prepares reports; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Engineering Manager. Exercises direct supervision over the Engineering Technician. May exercise technical and functional direction over lower-level or contract staff on a day-to-day or project basis.

CLASS CHARACTERISTICS

This is a journey-level classification in the Engineering Department in which the incumbent has responsibility for providing responsible and technical support to District engineering functions including plan review, establishing and collecting appropriate fees for engineering related matters, maintaining engineering records and maps, and informing customers of District engineering related policies, procedures, and regulations. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Engineering Manager in that the latter has overall responsibility for all engineering functions at the District, as well as implementing and interpreting public policy.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists developers, contractors, and contract engineers in the coordination and execution of private water main extension projects and fire hydrant installations, including reviewing construction drawings, notes and specifications, attending pre-construction meetings, writing correspondence, design review, preparation of agreements, easement and bond retention; ensures conformance with District standards, procedures, and regulations.
- Prepares or assists in the preparation of and/or interprets specifications, plans, estimates, and reports pertaining to the construction, maintenance, and operation of a variety of engineering projects.

- Oversees the District's back flow prevention and cross connection control program to prevent the contamination of the District's potable water, including reviewing the work of staff coordinating the enforcement of applicable rules and regulations.
- Maintains engineering files, including plans, studies, inspections, surveys, maps, and other data related to engineering projects; prepares, updates, reproduces, and distributes maps, drawings, blueprints, and other information.
- Responds orally and in writing to inquiries and requests from the public and coworkers regarding District facilities, easements, and engineering operations, procedures, and regulations, government code, water sources, water supply and demand, current and historical records, maps, and agreements, water conservation, fees and billing procedures.
- Assists customers with engineering-related inquiries and applications, including review, collection of appropriate fees, documentation and distribution of paperwork for updating office records and maps; prepares construction and consultant services agreements and purchase orders.
- Gathers District and inter-agency water supply, production, and demand data and reviews for accuracy; analyzes, prepares, and files spreadsheets and graphs of data for periodic reports to the District Board of Directors.
- Performs computer assisted drafting (AutoCAD) including the preparation of construction plans, notes, record drawings, special purpose illustrations, maps and other engineering drawings.
- Inspects District and private pipeline construction projects for conformance with approved/permitted plans and District standards and specifications; coordinates the inspection of water quality sampling and pressure testing for these projects.
- Assists in the preparation and distribution of project requests for proposals and bid packages.
- Establishes and maintains administrative and project files and record keeping systems.
- Coordinates customer water service shutdowns, prepares permits, and performs inspections for the District's water distribution system improvement projects.
- Participates in pre-design, pre-construction and utility coordination meetings.
- Prepares special studies including field investigation, data collection and analysis using statistical methods and automated software applications; provides technical support to various engineers and planners conducting studies and special projects for the District.
- Tracks development projects from initiation to completion, including project acceptance, release of bonds, and project closeouts.
- Performs project management tasks including bid tabulation, preparation of progress payment spreadsheets, correspondence and transmittals and updating of shop drawing submittal, potential change order and request for clarification logs.
- Prepares a variety of written reports and correspondence.
- Maintains and updates miscellaneous engineering records, files, maps and logs.

- Acts as liaison with volunteer emergency response group – MERRAG – members (public and private organizations and individuals) in response to disasters.
- Reviews and prepares correspondence and Certificates of Water Service Availability for proposed private development and improvement projects.
- Prepares presentations to the public using a variety of graphic software.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- General civil engineering principles, practices, and methods applicable to office and field work involving the design, construction, and maintenance of engineering projects.
- General design and construction practices and methods of streets, underground facilities, and related infrastructure.
- Engineering plans, engineering plan check review practices, and permit filing and approval procedures.
- Principles and practices of technical civil engineering drafting and surveying support.
- Drafting and surveying equipment, computers, principles, problems, techniques, and practices.
- Applicable Federal, State, and local laws, codes, and regulations, including administrative and department policies and procedures.
- Technical engineering mathematics.
- Modern office practices, methods, computer equipment and computer applications, including the preparation of Excel spreadsheets, preparation of Word formatted reports and memorandums, use of graphic and presentation software such as Power Point, and general use of Auto CAD concepts and applications.
- Technical report writing practices and procedures.
- Principles and procedures of record keeping.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Communication techniques, both oral and writing for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Communication techniques, both oral and writing for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

Ability to:

- Perform responsible technical engineering support work with accuracy, speed, and minimal supervision.
- Read and interpret engineering plans, technical drawings, specifications, and subdivision maps.
- Perform standard engineering design under professional engineering supervision.
- Review documents related to department operations; observe, identify and solve technical issues and procedural problems; understand, interpret and explain department policies and procedures; explain operation and problem solve accounting issues for the public and staff.
- Make mathematical calculations and accurate engineering computations and drawings.
- Make and record accurate field engineering observations.
- Understand and follow oral and written instructions.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion of a two-year degree in a science/engineering field and two (2) years of experience in field or office engineering technical support, construction inspection, basic engineering design, or a related field. College-level coursework in civil engineering is desirable.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect District development sites, to operate a motor vehicle, and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is partially an office classification, although the job involves field inspection work requiring frequent walking at inspection sites to monitor performance and to identify problems or hazards; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees partly work in an office environment with moderate noise levels, controlled temperature conditions, and may have, during field and site inspections, exposure to hazardous physical substances, fumes, loud noise levels, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards.

**MONTECITO WATER DISTRICT
 BI-WEEKLY SALARY RANGE AND POSITION CONTROL SCHEDULE
 Effective June 24, 2017 (for the pay period ending July 7, 2017)
 Board Approved on June 28, 2017
 Schedule A**

Classification	Number of Positions	Range #	Low	-	High
General Manager, District Engineer, & Secretary	1	GM	6309	-	8244
Engineering Manager	1	317	4388	-	5734
Business Manager & Assistant Secretary	1	310	4201	-	5489
Financial Analyst/IT Specialist	1	260	3076	-	4020
Engineering Assistant	1	227	2505	-	3273
Administrative Assistant/Office Technician	1	212	2281	-	2981
Office Administrator/Senior Office Technician	1	223	2443	-	3192
Office Technician/Engineering Aide	1	186	1940	-	2535
Office Technician	1	181	1842	-	2407
Distribution Superintendent	1	290	3709	-	4846
Treatment & Production Superintendent	1	290	3709	-	4846
Treatment Chief Operator	1	259	3057	-	3995
Control System Technician/Treatment Operator	1	250	2890	-	3777
Treatment Plant Operator	2	223	2443	-	3192
Distribution Chief Operator iV	1	259	3057	-	3995
Distribution Operator III	1	223	2443	-	3192
Distribution Operator II	5	206	2153	-	2813
Distribution Operator I	0	179	1857	-	2427
Water Conservation Specialist,Dist. Operator/Grounds Keeper	1	210	2253	-	2944
Mechanic/Distribution Operator II	1	214	2310	-	3018
Dam Caretaker	1	174	1800	-	2352
Total Employees	25				

**MONTECITO WATER DISTRICT
PAYMENT OF BILLS
TOTAL DISBURSEMENTS SUMMARY
FOR THE MONTH OF JANUARY 2018**

SECTION: 3-B

AP CHECK REGISTER **\$ 544,308.47**

NET PAYROLL DIRECT DEPOSITS ¹

1/8/2018	Pay Period #1	60,505.19
1/10/2018	Special Final Payroll	4,961.71
1/22/2018	Pay Period #2	88,630.01

Payroll Direct Deposits **\$ 154,096.91**

EXTERNAL WIRE TRANSFERS OUT FOR PAYMENT OF BILLS ²

Subtotal External Wire Transfers **\$0.00**

TOTAL DISBURSEMENTS **\$698,405.38**

INTERNAL WIRE TRANSFERS BETWEEN ACCOUNTS ³

NET INTERNAL WIRE TRANSFERS **\$ -**

¹ The Net Payroll Direct Deposits are the payroll amounts that are deposited into employee bank accounts through an ACH. Payments for employee benefits and payroll taxes, both the employee and employer portions, are recorded on the Check Register, therefore are not included.

² External Wire Transfers Out are wire transfers which are made periodically for items such as debt service payments, the fixed portion of the State Water Project payment, supplemental water purchases and transfers to open new District bank or investment accounts.

³ Internal Wire Transfers Between Accounts held by Montecito Water District are made periodically for items such as transfers between investment accounts and bank accounts or for transfers to open new bank or investment accounts.

Montecito Water District
Check Register
JANUARY 1, 2018 through JANUARY 31, 2018

Number	Pay Date	Vendor	Amount	Description / Payee
63778	1/18/2018	ACWA/JPIA	12,401.91	QTR 2 17/18 WORKER COMP
		ACWA/JPIA Total	12,401.91	
63776	1/18/2018	ACWA-JPIA	35,415.80	MED/DEN/VIS INSUR PREM FEB 18
		ACWA-JPIA Total	35,415.80	
63779	1/18/2018	ALAN PRICHARD	61.43	FOOD/SNACKS - 1/9 EVENT 2018
		ALAN PRICHARD Total	61.43	
63877	1/31/2018	ALEXANDER'S	4,635.00	MTR LOCATE SRVCS 1/18-1/23
63877	1/31/2018	ALEXANDER'S	6,165.03	METER READ SRVC - JAN 2018
		ALEXANDER'S Total	10,800.03	
63848	1/26/2018	ALL AROUND LANDSCAPE	125.32	BVTP SUPPS
		ALL AROUND LANDSCAPE Total	125.32	
63849	1/26/2018	ANTHEM BLUE CROSS	227.97	RET MED BENEFIT- A DIAZ FEB18
		ANTHEM BLUE CROSS Total	227.97	
63847	1/26/2018	A-OK POWER EQUIPMENT	5.79	PUMP REPAIRS
		A-OK POWER EQUIPMENT Total	5.79	
63850	1/26/2018	AT&T MOBILITY	940.84	MOBILE SRVC 12/12/17-1/11/18
		AT&T MOBILITY Total	940.84	
63851	1/26/2018	AUTOMATED ENTRY SYS	88.50	LABOR/CLEAN OUT GATE ADMIN BLD
		AUTOMATED ENTRY SYS Total	88.50	
63852	1/26/2018	AWWA	269.00	MEMBER RENEW 4/1/18-3/31/19
63852	1/26/2018	AWWA	269.00	MEMBER RENEWAL 3/01/18-2/28/19
		AWWA Total	538.00	
63853	1/26/2018	BAGEL MARKET CAFE	384.58	1/9 EVENT 2018 CREW LUNCH
		BAGEL MARKET CAFE Total	384.58	
63780	1/18/2018	BAKERSFIELD PIPE	2,536.42	BVTP ACTUATOR / MOUNT KIT
		BAKERSFIELD PIPE Total	2,536.42	
0	1/18/2018	BENEFLEX INC	128.50	FSA ADMIN FEE/MED AND DCA JAN
0	1/8/2018	BENEFLEX INC	1,041.99	PP #01 FSA CONTRIBUTIONS
0	1/22/2018	BENEFLEX INC	1,041.99	PP #02 FSA CONTRIBUTIONS
		BENEFLEX INC Total	2,212.48	
63781	1/18/2018	BUENA TOOL COMPANY	75.05	SHOP SUPPS
63781	1/18/2018	BUENA TOOL COMPANY	15.14	SHOP SUPPS
63854	1/26/2018	BUENA TOOL COMPANY	151.77	BLUE MARKING PAINT LOC MTRS
63878	1/31/2018	BUENA TOOL COMPANY	280.14	JAMESON SUPPS
		BUENA TOOL COMPANY Total	522.10	
63855	1/26/2018	C.A. LARSEN CO.	1,170.00	REPAIRS TO FLUME DRAIN PLUG
63855	1/26/2018	C.A. LARSEN CO.	939.01	INSTALL NEW DRINK FTN AT BVTP
63855	1/26/2018	C.A. LARSEN CO.	470.00	JAMESON SOLAR ELECT REPAIR
63855	1/26/2018	C.A. LARSEN CO.	530.00	CONNECT BOOM /INSTALL BOAT GAT
63855	1/26/2018	C.A. LARSEN CO.	5,405.37	PREP SITE FOR B/U GENERATOR
		C.A. LARSEN CO. Total	8,514.38	
63783	1/18/2018	CACHUMA O&M BOARD	102,298.00	FY 2017-18 QTR 3 BUDGET ASSESS
63783	1/18/2018	CACHUMA O&M BOARD	25,747.24	2ND QTR EPFP LOAN ASSESSMENT
		CACHUMA O&M BOARD Total	128,045.24	
0	1/8/2018	CAL PERS	5,601.52	PP #01 PENSION CONTRIBUTION
0	1/22/2018	CAL PERS	5,547.26	PP #02 PENSION CONTRIBUTION
		CAL PERS Total	11,148.78	

Number	Pay Date	Vendor	Amount	Description / Payee
63784	1/18/2018	CALIFORNIA ELECTRIC SUP	594.26	JAMESON LAKE SUPPS
63856	1/26/2018	CALIFORNIA ELECTRIC SUP	99.52	BVTP SUPPS
63856	1/26/2018	CALIFORNIA ELECTRIC SUP	134.27	JAMESON LAKE SUPPS
		CALIFORNIA ELECTRIC SUP Total	828.05	
63857	1/26/2018	CANON FINANCIAL SERV	318.64	OFC CANON LEASE JAN 2018
		CANON FINANCIAL SERV Total	318.64	
63858	1/26/2018	CARP VALLEY LUMBER	37.70	BVTP SUPPS
63858	1/26/2018	CARP VALLEY LUMBER	22.30	BVTP SUPPS
		CARP VALLEY LUMBER Total	60.00	
63785	1/18/2018	CARQUEST AUTO PARTS	6.16	SHOP REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	25.69	TRK #155 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	42.80	TRK #155 & #165 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	57.09	TRK #165 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	73.79	TRK #177 & #144 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	8.29	TRK #141 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	8.20	TRK #156 REPAIRS
63785	1/18/2018	CARQUEST AUTO PARTS	158.14	ROMERO GENERATOR REPAIRS
63859	1/26/2018	CARQUEST AUTO PARTS	(81.87)	CREDIT FOR MERCH RETURN
63859	1/26/2018	CARQUEST AUTO PARTS	51.63	OFC BATHROOM REPAIRS
63859	1/26/2018	CARQUEST AUTO PARTS	242.06	TRK #156 REPAIRS
63859	1/26/2018	CARQUEST AUTO PARTS	368.26	TRK #155 REPAIRS
		CARQUEST AUTO PARTS Total	960.24	
63786	1/18/2018	CARSON WOLLERT	188.21	REIMB FOR BEVERAGES 1/9 CREW
		CARSON WOLLERT Total	188.21	
63782	1/18/2018	CCRB	25,913.00	FY 2017/18 3RD QTR BDGT ASSESS
		CCRB Total	25,913.00	
0	1/8/2018	CITISTREET - CALPERS 457	2,910.84	PP #01 457 CONTRIBUTION
0	1/22/2018	CITISTREET - CALPERS 457	2,910.84	PP #02 457 CONTRIBUTION
		CITISTREET - CALPERS 457 Total	5,821.68	
63787	1/18/2018	CITY OF SANTA BARBARA	82.13	GEAR - U TORRES
		CITY OF SANTA BARBARA Total	82.13	
63879	1/31/2018	CLEAN ENERGY CAPITAL	40,335.07	WTR SUPP ALTER/TRAVEL/CONSULT
		CLEAN ENERGY CAPITAL Total	40,335.07	
63846	1/24/2018	CNTRL CO. REG WTR QUALITY	1,500.00	EMERG PERMIT APPLICATION
		CNTRL CO. REG WTR QUALITY Total	1,500.00	
63860	1/26/2018	COHEN & BURGE LLP	10,416.00	RECY WTR/DESAL/MUDSLIDE
63860	1/26/2018	COHEN & BURGE LLP	384.00	SBSC/CLAIMS ADMIN/WHATLEY
		COHEN & BURGE LLP Total	10,800.00	
63788	1/18/2018	COLANTUONO, HIGHSMITH	150.00	SGMA/VENTURA DECISION
63788	1/18/2018	COLANTUONO, HIGHSMITH	37.50	MEMORANDUM REF CHKS CASHED
		COLANTUONO, HIGHSMITH Total	187.50	
63789	1/18/2018	COMPUVISION	705.31	2OFC/1 SHOP WIFI ACCESS POINTS
63861	1/26/2018	COMPUVISION	2,481.25	BACKUPS/DATTO/SONICWALL
63861	1/26/2018	COMPUVISION	695.00	DATTO BACKUP FEB 2018
		COMPUVISION Total	3,881.56	
63790	1/18/2018	COX COMMUNICATIONS	725.15	OFC TELEPHONE/INTERNET JAN 18
63862	1/26/2018	COX COMMUNICATIONS	647.66	BVTP TELEPHONE/INTERNET JAN18
		COX COMMUNICATIONS Total	1,372.81	
63791	1/18/2018	CUMMINS PACIFIC	595.71	BVTP SRVC/LABOR ON GENERATOR
		CUMMINS PACIFIC Total	595.71	
63880	1/31/2018	DAL POZZO TIRE CORP	392.41	TRK #177 (2) NEW TIRES
		DAL POZZO TIRE CORP Total	392.41	
63792	1/18/2018	DATAPROSE LLC	2,539.50	MAIL SRVC - DEC 2017 STMTS
		DATAPROSE LLC Total	2,539.50	

Number	Pay Date	Vendor	Amount	Description / Payee
63793	1/18/2018	DOCUPRODUCTS	425.59	COPIER MAINT 10/17/17-1/11/18
		DOCUPRODUCTS Total	425.59	
63794	1/18/2018	ECHO COMMUNICATIONS	208.07	AFTER HOURS SRVC - DEC 2017
		ECHO COMMUNICATIONS Total	208.07	
63795	1/18/2018	ELECTRIC PARTS CENTER	431.69	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	240.11	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	156.46	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	1,650.00	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	385.53	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	385.38	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	275.50	BVTP SUPPS
63795	1/18/2018	ELECTRIC PARTS CENTER	276.89	BVTP SUPPS
		ELECTRIC PARTS CENTER Total	3,801.56	
63797	1/18/2018	ELLISON SCHNEIDER HARRIS	165.00	PROF SRVCS THRU 10/27/2017
		ELLISON SCHNEIDER HARRIS Total	165.00	
63798	1/18/2018	FGL ENVIRONMENTAL	264.00	WTR SAMPLE ANALYSIS 12/04
63798	1/18/2018	FGL ENVIRONMENTAL	170.00	WTR SAMPLE ANALYSIS 12/04
63798	1/18/2018	FGL ENVIRONMENTAL	224.00	WTR SAMPLE ANALYSIS 12/18
63798	1/18/2018	FGL ENVIRONMENTAL	54.00	WTR SAMPLE ANALYSIS 12/18
63798	1/18/2018	FGL ENVIRONMENTAL	224.00	WTR SAMPLE ANALYSIS 12/26
63798	1/18/2018	FGL ENVIRONMENTAL	34.00	WTR SAMPLE ANALYSIS 12/26
63881	1/31/2018	FGL ENVIRONMENTAL	508.00	WTR SAMPLE ANALYSIS 11/08
63881	1/31/2018	FGL ENVIRONMENTAL	473.00	WTR SAMPLE ANALYSIS 12/19
63881	1/31/2018	FGL ENVIRONMENTAL	233.00	WTR SAMPLE ANALYSIS 1/03/18
63881	1/31/2018	FGL ENVIRONMENTAL	34.00	WTR SAMPLE ANALYSIS 1/03/18
		FGL ENVIRONMENTAL Total	2,218.00	
63799	1/18/2018	FRONTIER	45.70	TELEMETRY LINE 1/07-2/06/18
63800	1/18/2018	FRONTIER	3.74	JAMESON WEATHER STN
63863	1/26/2018	FRONTIER	308.64	ADMIN INTERNET FRONTIER
		FRONTIER Total	358.08	
63801	1/18/2018	FUEL SMART SB	952.29	FUEL PURCHASES THRU 1/02
63801	1/18/2018	FUEL SMART SB	798.38	FUEL PURCHASES THRU 1/16
63801	1/18/2018	FUEL SMART SB	1,235.25	FUEL PURCHASES THRU 12/05
63801	1/18/2018	FUEL SMART SB	2,221.61	FUEL PURCHASES THRU 12/19
		FUEL SMART SB Total	5,207.53	
63883	1/31/2018	GIBBS INTERNATIONAL INC	21.12	ROMERO GENERATOR REPAIR
		GIBBS INTERNATIONAL INC Total	21.12	
63802	1/18/2018	GRAINGER INC.	368.00	JAMESON FUEL DOCK
63864	1/26/2018	GRAINGER INC.	151.02	BVTP SUPPS
		GRAINGER INC. Total	519.02	
63803	1/18/2018	GRAYBAR	10.34	BVTP SUPPS
		GRAYBAR Total	10.34	
63884	1/31/2018	HACH COMPANY	945.82	BVTP LAB SUPPS
		HACH COMPANY Total	945.82	
0	1/8/2018	HARTFORD LIFE INS CO	25.00	PP #01 457 CONTRIBUTION
0	1/22/2018	HARTFORD LIFE INS CO	25.00	PP #02 457 CONTRIBUTION
		HARTFORD LIFE INS CO Total	50.00	
63865	1/26/2018	INDUSTRIAL BOLT SUPPLY	209.47	BVTP SUPPS
		INDUSTRIAL BOLT SUPPLY Total	209.47	
63804	1/18/2018	IRON MOUNTAIN	39.56	SHRED SRVCS DEC 2017
63885	1/31/2018	IRON MOUNTAIN	39.56	SHRED SRVCS JAN 2018
		IRON MOUNTAIN Total	79.12	
63866	1/26/2018	JOHN CARRILLO	480.00	60 LUNCHES FOR 1/9 CREW
		JOHN CARRILLO Total	480.00	

Number	Pay Date	Vendor	Amount	Description / Payee
63805	1/18/2018	JOY EQUIPMENT PROTECT	857.15	2X50FT/1X75FT FIRE HOSE/SUPPS
63886	1/31/2018	JOY EQUIPMENT PROTECT	271.53	4 EXTINGUISHERS FOR JAMESON
		JOY EQUIPMENT PROTECT Total	1,128.68	
0	1/8/2018	LINCOLN FINANCIAL	1,625.00	PP #01 457 CONTRIBUTION
0	1/22/2018	LINCOLN FINANCIAL	1,625.00	PP #02 457 CONTRIBUTION
		LINCOLN FINANCIAL Total	3,250.00	
63806	1/18/2018	LINCOLN FINANCIAL GROUP	946.65	LTD INSUR PREM - FEB 2018
		LINCOLN FINANCIAL GROUP Total	946.65	
63838	1/19/2018	LOUIS IGERT	6,656.01	REIMB FOR PERS EXP/66.5HRS
		LOUIS IGERT Total	6,656.01	
63807	1/18/2018	MARBORG DISPOSAL CO.	706.27	3YRD TRASH/RECYCLE SRVC DEC17
63807	1/18/2018	MARBORG DISPOSAL CO.	133.92	25YRD ROLL-OFF DEC 2017
63807	1/18/2018	MARBORG DISPOSAL CO.	10.78	DTP PORTABLE RESTROOM
63868	1/26/2018	MARBORG DISPOSAL CO.	107.75	PORTABLE RESTROOM/SINK STATION
		MARBORG DISPOSAL CO. Total	958.72	
63808	1/18/2018	McCALL'S METERS INC	70.04	RE: 808 SAN YSIDRO LN MTR TEST
		McCALL'S METERS INC Total	70.04	
63809	1/18/2018	MCCORMIX CORP.	1,153.82	DIESEL FUEL PURCH 12/07/17
63809	1/18/2018	MCCORMIX CORP.	358.90	BULK OIL PURCH
63809	1/18/2018	MCCORMIX CORP.	502.33	FUEL PURCHASES THRU 12/31/17
63869	1/26/2018	MCCORMIX CORP.	279.99	FUEL PURCHASES THRU 1/13/18
		MCCORMIX CORP. Total	2,295.04	
63810	1/18/2018	MICHAEL BAKER	647.50	PROF CONSULTG SRVCS THRU 12/3
		MICHAEL BAKER Total	647.50	
63811	1/18/2018	MONTECITO HARDWARE	5.99	SUPPS FOR HOT SPRINGS SAMPLE
63811	1/18/2018	MONTECITO HARDWARE	3.01	SHOP SUPPS
63811	1/18/2018	MONTECITO HARDWARE	4.85	BVTP SUPPS
63811	1/18/2018	MONTECITO HARDWARE	59.19	SUPPS/REPAIRS TO COMPRESSOR
		MONTECITO HARDWARE Total	73.04	
63812	1/18/2018	MWD PETTY CASH	15.00	NOTARY FEE
			44.03	MISC OFFICE SUPPLIES
63812	1/18/2018	MWD PETTY CASH	41.35	RECYCLING FEES
63812	1/18/2018	MWD PETTY CASH	50.28	FUEL PURCHASE REIMBURSEMENTS
63812	1/18/2018	MWD PETTY CASH	117.72	SPARK ARRESTOR/RAIN CAP - SHOP
		MWD PETTY CASH Total	268.38	
0	1/8/2018	PAYLOCITY CORP	31,476.47	PP #01 TAX DEPOSIT
0	1/22/2018	PAYLOCITY CORP	54,330.39	PP #02 TAX DEPOSIT
		PAYLOCITY CORP Total	85,806.86	
0	1/18/2018	PAYLOCITY CORPORATION	100.82	P/R FEES END 1/5/18; PP #1
0	1/18/2018	PAYLOCITY CORPORATION	56.58	T SHEIL FINAL P/R;
0	1/18/2018	PAYLOCITY CORPORATION	204.91	HR/PAYROLL FEES 1/22/18; PP#2
		PAYLOCITY CORPORATION Total	362.31	
63813	1/18/2018	PITNEY BOWES	132.87	POSTAGE MTR LEASE 10/17-1/18
		PITNEY BOWES Total	132.87	
63887	1/31/2018	PRAXAIR DISTRIBUTION INC	138.67	SHOP SUPPS
63887	1/31/2018	PRAXAIR DISTRIBUTION INC	39.37	SHOP SUPPS
		PRAXAIR DISTRIBUTION INC Total	178.04	
63814	1/18/2018	PURETEC	67.40	BVTP CHEM SUPPS
63814	1/18/2018	PURETEC	67.40	BVTP CHEM SUPPS
		PURETEC Total	134.80	
63815	1/18/2018	RAUCH COMMUNICATION	826.25	WEBSITE REBUILD
		RAUCH COMMUNICATION Total	826.25	

Number	Pay Date	Vendor	Amount	Description / Payee
63816	1/18/2018	RED WING BUS ACCT	250.00	SAFETY BOOTS - UBALDO TORRES
63816	1/18/2018	RED WING BUS ACCT	244.57	SAFETY BOOTS - MIKE CLARK
63816	1/18/2018	RED WING BUS ACCT	249.15	SAFETY BOOTS - JOEY DIAZ
		RED WING BUS ACCT Total	743.72	
63888	1/31/2018	RICHARD SHAIKEWITZ	236.91	EXP REIMB JAN 2018
		RICHARD SHAIKEWITZ Total	236.91	
63817	1/18/2018	S.B. HOME IMPR CNTR	107.71	BVTP SUPPS
63817	1/18/2018	S.B. HOME IMPR CNTR	175.12	BVTP SUPPS
63870	1/26/2018	S.B. HOME IMPR CNTR	69.55	JAMESON SUPPS
		S.B. HOME IMPR CNTR Total	352.38	
63818	1/18/2018	SALS & BROTHERS	900.00	ADMIN GROUNDS MAINT DEC 17
		SALS & BROTHERS Total	900.00	
63819	1/18/2018	SANTA BARBARA PAINTING	6,150.00	FINAL BILL FOR INTERIOR PAINT
		SANTA BARBARA PAINTING Total	6,150.00	
63820	1/18/2018	SANTA BARBARA SIGNS	567.95	SYCAMORE CYN ROAD SIGNAGE
		SANTA BARBARA SIGNS Total	567.95	
63821	1/18/2018	SOAP MAN	227.62	SHOP/KITCHEN SUPPS
		SOAP MAN Total	227.62	
63871	1/26/2018	SOUTHERN CALIF EDISON CO	19,700.34	MTHLY ELEC SRVC 12/8/17-1/9/18
		SOUTHERN CALIF EDISON CO Total	19,700.34	
63822	1/18/2018	SOUTHERN CALIF GAS CO	51.52	BVTP GAS SRVC 12/1/17-1/04/18
63822	1/18/2018	SOUTHERN CALIF GAS CO	110.64	ADMIN GAS SRVC 12/4/17-1/05/18
		SOUTHERN CALIF GAS CO Total	162.16	
63889	1/31/2018	STAPLES ADVANTAGE	25.20	OFFICE SUPPS
63889	1/31/2018	STAPLES ADVANTAGE	367.94	OFFICE SUPPS
63889	1/31/2018	STAPLES ADVANTAGE	103.59	OFFICE SUPPS
		STAPLES ADVANTAGE Total	496.73	
63823	1/18/2018	STAPLES CREDIT PLAN	112.00	OFFICE SUPPS
		STAPLES CREDIT PLAN Total	112.00	
63824	1/18/2018	STATE WATER RES CNTRL	18,453.00	LRG WTR SYSTEM FEES 7/17-6/18
63825	1/18/2018	STATE WATER RES CNTRL	105.00	D4 RENEWAL-RODRIGUEZ, DANNY
63826	1/18/2018	STATE WATER RES CNTRL	60.00	GRADE T2 RENEWAL - CESAR LIMON
		STATE WATER RES CNTRL Total	18,618.00	
63872	1/26/2018	TIERRA CONTRACTING, INC.	47,974.08	751 & 777 PICACHO LN PRV RELOC
		TIERRA CONTRACTING, INC. Total	47,974.08	
63873	1/26/2018	TOM SHEIL	2,108.00	PROF CONSULT SRVCS 1/19 & 1/26
		TOM SHEIL Total	2,108.00	
63827	1/18/2018	TOWERS CLEANING	355.95	DEC 2017 OFC JANITORIAL SRVC
		TOWERS CLEANING Total	355.95	
63828	1/18/2018	TRI-CO REPROGRAPHICS	11.08	SCAN & COPY ENG PLANS
63874	1/26/2018	TRI-CO REPROGRAPHICS	162.31	8 ROLLS PLANNER PRINTING PAPER
		TRI-CO REPROGRAPHICS Total	173.39	
63829	1/18/2018	TYLER TECHNOLOGIES INC	9,375.97	ANNUAL MAINT 02/01/18-01/31/19
63829	1/18/2018	TYLER TECHNOLOGIES INC	105.00	JAN WEB SITE SUPP /MTHLY FEE
		TYLER TECHNOLOGIES INC Total	9,480.97	
63830	1/18/2018	UNDERGROUND SERVICE	82.60	USA TKTS JAN 2018
		UNDERGROUND SERVICE Total	82.60	
63831	1/18/2018	UPS	12.66	BVTP GROUND SHIPMENT
		UPS Total	12.66	
63832	1/18/2018	USA BLUEBOOK	132.65	BVTP SUPPS
		USA BLUEBOOK Total	132.65	

Number	Pay Date	Vendor	Amount	Description / Payee
63774	1/18/2018	VOID	-	
63775	1/18/2018	VOID	-	
63777	1/18/2018	VOID	-	
63796	1/18/2018	VOID	-	
63867	1/26/2018	VOID	-	
63882	1/31/2018	VOID	-	
		VOID Total	-	
63839-		VOIDS		
63845				
		VOIDS Total	-	
0	1/18/2018	WELLS FARGO	2,594.61	DEC 2017 BANK ANALYSIS CHRG
63875	1/26/2018	WELLS FARGO	200.00	CLA-VAL TRAINING - ADAM
63875	1/26/2018	WELLS FARGO	300.46	RESTROOM SIGNS
63875	1/26/2018	WELLS FARGO	143.11	LOGO ENVELOPES
63875	1/26/2018	WELLS FARGO	219.84	SATELLITE SERV - JAMESON
			241.39	MEALS - THOMAS FIRE STAFF
63875	1/26/2018	WELLS FARGO	137.43	OFFICE SUPPS/GO TO MEET LONG DIST
		WELLS FARGO Total	3,836.84	
63833	1/18/2018	WESTERN EXTERMINATOR	65.50	BVTP EXTERM SRVC DEC2017
63833	1/18/2018	WESTERN EXTERMINATOR	69.00	ADMIN EXTERM SRVC DEC2017
63833	1/18/2018	WESTERN EXTERMINATOR	76.00	DTP EXTERM SRVC DEC17-FEB18
		WESTERN EXTERMINATOR Total	210.50	
63834	1/18/2018	WESTERN WATER WORKS	1,358.56	BVTP SUPPS
		WESTERN WATER WORKS Total	1,358.56	
63835	1/18/2018	WOOTTON PRINTING CO	361.63	COLOR LTRHEAD NEW PRES/MORGAN
		WOOTTON PRINTING CO Total	361.63	
63837	1/18/2018	ZACHARIAS HUNT	1,665.95	GIS DATA UPDATE/PROG MAINT
		ZACHARIAS HUNT Total	1,665.95	
63836	1/18/2018	ZEE MEDICAL SERVICE	106.89	1/9 EVENT EMERG SUPPS
		ZEE MEDICAL SERVICE Total	106.89	
		Grand Total	544,308.47	

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 3-C

DATE: MARCH 20, 2018

TO: BOARD OF DIRECTORS

FROM: BUSINESS DEPARTMENT

SUBJECT: DISTRICT FUNDS

For your information, the District's invested reserve portfolio, as of 1/31/18, is as follows:

Unrestricted Reserve Funds	Date	Principal
Wells Fargo Checking	1/31/2018	\$2,040,264
American Riviera Checking	1/31/2018	\$499,985
American Riviera Money Market	1/31/2018	\$1,503,241
Schwab	1/31/2018	\$10,031,390
CCWA Credit Balance Fund	1/31/2018	\$137,044
	TOTAL	\$14,211,924

Restricted Reserve Funds	Date	Principal
Bank of New York-2010 A Bond Reserve Fund	1/31/2018	\$1,450,362
California Bank & Trust DWR Ortega Loan Reserve	1/31/2018	\$590,400
CCWA Rate Coverage Reserve Fund	1/31/2018	\$1,427,123
	TOTAL	\$3,467,885

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 4-A
DATE: MARCH 20, 2018
TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: Update on Phase 1 negotiations with City of Santa Barbara on a Long Term Water Supply Agreement and consideration of approval to proceed with Phase 2 negotiations

This item was reviewed by the Strategic Planning Committee at their meeting on March 5, 2018 and the Committee concurs with the staff recommendation.

RECOMMENDED ACTION:

1. Receive an updated overview of the key terms (Phase I) of long term Water Supply Agreement with the City of Santa Barbara; and
2. Approve Amendment No.1 to Funding Agreement (City of Santa Barbara Agreement No. 25,665) dated August 9, 2016; and
3. Authorize Staff to proceed with Phase II of negotiations (Conveyance Pipeline).

DISCUSSION:

Beginning in October 2016 and extending through February 2017, District and City staff held weekly meetings to negotiate the key terms of a Water Supply Agreement. In February 2017, agreement between District and City staff was reached on the key terms. Staff and Mr. David Moore, with Clean Energy Capital Securities LLC, presented these key terms to the District's Board of Directors at its February 21 and March 21, 2017 Board meetings. At these meetings, the Board of Directors expressed opposition to many of the negotiated terms including the term of the agreement, source of supply, the option for additional capacity and costs. At that time, the Board opted not to proceed with Phase II negotiations and to put Phase I negotiations on hold.

Since March 2017, additional meetings have been held with City Staff to continue the discussions on a potential long term water supply arrangement. While the majority of the key deal points remain the same as those previously negotiated and subsequently presented to the Board in early 2017, some revisions have been agreed to by both parties. In addition, some of the other concerns expressed by the Board can be addressed with additional information received from the City.

At the March 5, 2018 Strategic Planning Committee meeting, staff provided an overview of the updated key terms of a long term Water Supply Agreement with the City of Santa

Barbara. A list of those current key terms is attached. Being supportive of the current terms, the Committee directed staff to present an overview of the key terms to the Board of Directors for consideration of moving forward with Phase II negotiations.

Funding Agreement

On June 21, 2016, the Board authorized entering into a funding agreement with the City of Santa Barbara to fund certain engineering design and legal expenses undertaken by the City that were determined to be necessary to develop a Water Supply Agreement (WSA). This agreement authorized Phase 1 work which included all work necessary to negotiate the terms of the WSA excluding work associated with a conveyance pipeline. The total amount authorized by the Board for Phase I negotiations was \$193,594. The agreement became effective on August 9, 2016, upon approval by the City. A deposit in the amount of \$193,594 was provided to the City, of which to date approx. \$156,213 remains unspent.

The original funding agreement (City of Santa Barbara Agreement No. 25,665) outlined the proposed work activities for Phase II work but excluded all associated costs. These work activities include certain technical, legal and City Staff costs necessary for negotiating the terms of the WSA associated with conveying desalinated water to the District.

Attached is proposed Amendment No. 1 to the Funding Agreement. This proposed amendment, reflects several key changes since execution of the original agreement.

1. Revised pipeline alignment. The new alignment conveys desalinated water part-way to Cater Treatment plant using a new dedicated conveyance pipeline and the remaining way using the City's existing distribution system. The City proceeded with the design of the conveyance pipeline ahead of developing a reimbursement agreement for this work. The City's design of the conveyance pipeline is approx. 30% complete and was put on hold in early 2017.
2. Design Build Procurement. The project procurement methodology has changed to design-bid-build (100% plans). Therefore, the City's costs for the conveyance pipeline now includes final design, as final design is necessary to support DBB procurement.
3. Phase II Cost Split. Phase II costs are proposed to be split 50/50 with the City. Based on a total Phase II cost of \$605,429.70, as indicated in Amendment No. 1, the District's share of the total costs is \$302,715.
4. Timing of Payment. Reimbursement of Phase II costs would be on an "as incurred" basis.

Based on the progress made to date with negotiations, the Strategic Planning Committee and staff are recommending that the Board approve Amendment No. 1 to the agreement

with the District's share of Phase 2 costs being \$302,715. In addition, the District and City staff have agreed to utilize the remaining unspent Phase 1 funding towards Phase 2 negotiations before Phase 2 funding, authorized by Amendment No. 1 will be utilized.

ATTACHMENTS:

1. Updated Key Terms for Water Supply Agreement with City of Santa Barbara
2. Proposed Amendment No. 1 to City of Santa Barbara Agreement No. 25,665
3. Original Funding Agreement (City of Santa Barbara Agreement No. 25,665)

Updated Key Deal Points for Water Supply Agreement
Between the City of Santa Barbara and
Montecito Water District

Below is a summary of the updated key terms of a water supply agreement on which District and City Staff have reached tentative agreement as of the date of this memo. The two parties negotiated in good faith, but neither has represented authority to make a deal. Many of the deal points considered below are interrelated, and significant changes to one, likely affects the negotiated position on another. The terms are as follows:

1. Initial volume of water: 1,250 AF per year
2. Quality of water: Water delivered to MWD by City must meet all state and federal primary water quality requirements.
3. Term of WSA: Initial term: maximum of 50 years, unless the parties mutually agree to further extensions during the initial term.
4. The parties agree to reopen the contract, following the amortization of the 20-year State Revolving Loan, used to finance the desalination plant and related facilities, for the purpose of determining what the fixed capital amortization component should be going forward. The parties agree also to meet and confer on other matters that would be considered “changes in circumstances”, such as construction of a sub-surface intake and the State of California’s authorization to allow direct potable re-use of recycled water. It is understood that such a reopening of the contract may result in overall costs increasing or decreasing, over the life of the contract.
5. The City is committed to operate and maintain the plant for the initial term, in accordance with its existing obligations under the State loan.
6. The City has the discretion to place the plant into short or long term standby mode during and after payoff of the SRF loan, but is still obligated to deliver water to MWD over the initial term of this agreement.
7. The Parties agree to pay their proportionate share of the “Fixed O&M”, also known as Standby Charges, further defined herein.
8. Fixed Costs: The Capital (i.e., debt service) and Standby Charge (fixed O&M) will be shared proportionate to the amount of capacity allocated to each party as a proportion to total plant capacity, whether water is delivered or not. The initial commitment of 1,250 AF/yr to MWD represents 40% of the 3,125 AF/yr current plant capacity. Consequently, MWD would be responsible for 40% of these costs. MWD desires to add a fourth desalination “train”, resulting in a 1,250 AFY increase to the plant capacity, yielding a total plant capacity of 4,375 AF/yr. With a fourth train on-line, MWD’s proportionate share of costs would decline to 29% going forward.
9. The Parties desire to recognize certain costs that were paid by the city to maintain the permits and obtain environmental approval to recommission the desalination

facility. The City agrees to allow MWD to finance this “Buy In”, as a surcharge above MWD’s proportionate Fixed Capital charge. The annual surcharge would be \$237,500, amortized over the initial 20 years of the 50-year agreement, adjusted annually by a CPI. MWD reserves the right to pay the balance remaining, at any time during the first 20 years of the agreement.

10. Variable Costs: Volumetric costs of production will be shared proportionately to the amount of water delivered. If the plant is being operated with 1,875 AF for the City and 1,250 AF for MWD, the respective cost share would be 60:40. If the plant is operated solely for the benefit of one party, that party would bear 100% of the “variable” operational costs. It is understood by the parties that in addition to variable O&M costs, there are “Fixed” O&M costs which will be paid by both parties, in the same proportion as their respective capacities. The parties agree that “changes in circumstances” involving either variable or fixed O&M charges, would be reason for requesting a reopening of the contract, for future resolution by the parties. It is understood by both parties that the variable O&M charge is expected to change only minimally as the plant production changes.
11. The parties share force majeure and change in law risks.
12. Source of Supply is at City’s option. For the 20-year term of the State Revolving Loan, Fixed Capital and Fixed O&M costs will be based on the cost of providing desalinated water. If and when the desalination plant is in short or long-term “Standby” mode (e.g. if the city determines that there is sufficient water supply available for the respective needs of the parties), the parties agree that the Variable O&M pricing will be adjusted to reflect the city’s next highest variable O&M water supply, but not to exceed the variable desalination O&M cost. During the period of amortization of the State Loan, the parties understand that they will have to pay their respective Fixed Capital and Fixed O&M charges while in Standby mode.
13. It is understood that a conveyance pipeline may need to be extended partially to the Cater Treatment Plant in order for MWD to take receipt of water from the desal facility and to improve the City’s ability to move water into the upper zones of its distribution system and MWD agrees to share the cost with the city, on a fair and equitable basis.
14. MWD will make an annual deposit with the City to satisfy its portion of the debt service coverage requirements pursuant to state loan terms. This prevents the City from having to raise rates to provide this coverage.
15. MWD will place reserves on an account with the City to meet its share of the reserve account required by the State loan.
16. Right of First Refusal: For initial term, if the City decides there is up to 1,000 AF of capacity available to another party, it must offer it to MWD first, on the terms of the Water Supply Agreement. In order to retain this right, MWD must pay an annual fee of \$37,500 (adjusted by CPI). If MWD exercises this right, MWD no longer has to pay the annual fee of \$37,500 for the remainder of the initial term and MWD will

be restricted in its rights to resell the water it receives from the Plant and must receive written approval prior to selling water to another Cachuma Project member or entity on the South Coast. MWD may terminate its Right of First Refusal and discontinue this fee at its discretion.

17. MWD shall be entitled to proportionally share in any grant funding awarded to City for the desal plant or conveyance pipeline. MWD's share shall be a credit only and shall be used at City's discretion.

Additional terms under discussion:

1. Date for commencement of delivery of water to MWD. The parties agree that the date for commencement is contingent upon the City's installation of the conveyance pipeline and possibly a fourth desalination train and that the City does not currently have surplus supplies to accommodate a water supply arrangement with MWD without this new infrastructure.
2. Administrative issues, such as the timing for water orders from MWD to the City. The parties agree to cooperate in finding the most efficient way in which to operate the city's water system, so as to satisfy both parties' system demands. (e.g. it is recognized that MWD's Winter demands are generally 1/4th to 1/3rd of summer demands.)
3. Terms of water conveyance, including cost sharing for the construction of the conveyance pipeline.

City of Santa Barbara Agreement No. 25,665

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO FUNDING AGREEMENT ("Amendment") is made and entered into this day of , 2018 by and between

The City of Santa Barbara, a municipal corporation (hereinafter referred to as "City"),

and

The Montecito Water District, a county water district (hereinafter referred to as "MWD").

RECITALS

WHEREAS, City has initiated the reactivation of the Charles E. Meyer desalination plant ("Desal Plant") for the purpose of providing desalinated water to its customers with an initial active capacity of 3,125 acre feet per year, available by the spring 2018;

WHEREAS, MWD and City are working together to develop a water sales agreement ("WSA") under which MWD would purchase water from City at a negotiated price based upon the water supply development, conveyance, and other costs to supply MWD with 1,250 acre feet of water per year;

WHEREAS, On August 9, 2016, City and MWD entered into Agreement No. 25,665 wherein the parties agreed to the allocation of the Phase I expenses incurred by City prior to finalization of the WSA, whether a WSA is entered into between the parties or not;

WHEREAS, MWD and City recognized and agreed in Agreement No. 25,665 that certain additional tasks would likely be required before finalization of the WSA, and accordingly identified potentially necessary but unfunded work and activities as "Phase II" projects; and

WHEREAS, MWD and City now seek to amend Agreement No. 25,665 to allocate expenses between the parties for the "Phase II" projects, and, as allocated, for MWD to take such action as necessary to authorize such expenditures.

NOW, THEREFORE, in consideration of the above recitals and the covenants and conditions hereinafter provided, the parties mutually agree as follows:

1. Section 1 a. is hereby added to provide as follows :

"1 a. Effective Date. This Amendment shall take effect on the date of its full execution by all parties and shall remain in effect until all actions required by this Agreement are fully performed."

2. Section 3 is amended by deleting it in its entirety and replacing it with the following:

"3. Phase II Work, Activities, and Funding:

The following work and activities shall be undertaken by City, or by City consultants or contractors, in connection with delivery of 1,250 AFY of water to MWD pursuant to the WSA:

a. Preliminary and final design of a conveyance pipeline for the purpose of conveying desalinated water from the Desal Plant to the South Coast Conduit, as further described in an October 27, 2016 letter from Carollo, Attachment B, modifying the scope of work as Tasks 3 through 6 in City Agreement No. 25,667 with an estimated cost of \$351,821.70.

b. Environmental Study by Rincon Inc. concerning developing a plan for addressing soil contamination with an estimated cost of \$34,172.00.

c. Surveying work to be performed by Stantec, LP, with an estimated cost of \$89,436.00.

d. City Engineering and City Planning staff time for project engineering, management, environmental review, permitting, loan and grant applications in an estimated cost of \$130,000.

e. MWD and City shall pay equal shares of the total cost of \$605,429.70 described in this Section 3 ("Phase II Costs"). The Phase II Costs shall not exceed the itemized, or total, amounts in this section without the prior written approval of MWD. Invoices from contractors and City staff for the work performed, hours and rates will be provided as part of the backup document for each payment invoice."

3. Section 5 is amended to add 5 c. as follows:

"5 c. With regard to Phase II work under Section 3, MWD shall provide City such information, records, and technical assistance as may be necessary or desirable for the Phase II work and activities. City shall provide MWD with reasonable access to information and documents related to the Phase II work and activities. City will also provide regular oral briefings to MWD's General Manager and/or his or her designee on the status of the various tasks associated with the work and activities, as well as an opportunity to review, comment, and provide input on such work product as the parties may deem appropriate for mutual

review. City will use reasonable efforts to consult with MWD's General Manager and/or his or her designee regularly on actions related to Phase II."

4. Section 6 b. is added to provide as follows:

"6 b. Invoices and Disputes. With regard to Phase II work under Section 3, City shall provide MWD with monthly invoices for payment of Phase II Costs, including backup information no later than the thirtieth (30th) day of each month and a statement providing the total amount due from MWD for payment to City. MWD may dispute the amount of an invoice received from City by submitting a written statement to City outlining the basis of such dispute no later than five (5) business days from the date of the invoice. City shall respond in writing to MWD's dispute within five (5) business days and either correct or amend the disputed invoice or state that City disagrees with MWD's dispute. In the event that City disagrees with the basis for MWD's dispute, City and MWD shall meet and confer and attempt to resolve the dispute."

5. Section 7 is amended to add 7 b. as follows :

"7 b. With regard to Phase II work under Section 3, all payments for Phase II Costs shall be due and payable from MWD to City without regard to whether a WSA is entered into between City and MWD."

6. Section 8 is amended to add 8 b. as follows:

"8 b. Failure to Make Timely Payments. With regard to payment for Phase II Costs under Section 3, this Amendment is premised upon payment by MWD of the Phase II Costs. MWD acknowledges that the late payment of any of the Phase II Costs sums due hereunder may cause City to incur additional costs or delays. Accordingly, if any payment as specified in this Amendment or any other sum due City is not received by City within five (5) business days of the due date, City shall notify MWD that it has not received an invoiced payment and thereafter provide MWD with five (5) business days to make the payment or payments. If MWD continues to fail to make the payment or payments that are the subject of City's notification, City may suspend work on Phase II and seek appropriate remedies."

7. All other provisions of Agreement No. 25,665 not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

MONTECITO WATER DISTRICT, a county water district

By: _____
Rebecca Bjork
Public Works Director

Signature

ATTEST:

Type or Print Name

Sarah Gorman, CMC
City Clerk Services Manager

Board President

APPROVED AS TO CONTENT:

Address

By: _____
Joshua Haggmark
Water Resources Manager

City State Zip

Telephone Number

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Ariel Pierre Calonne
City Attorney

By: _____
Montecito Water District
General Counsel



MONTECITO WATER DISTRICT
RECEIVED

SEP 16 2016

City of Santa Barbara

City Clerk's Office

DISTRICT OFFICE www.SantaBarbaraCA.gov
SANTA BARBARA, CA

735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA
93102-1990
Tel.: 805.564.5309
Fax: 805.897.2623

DATE: September 14, 2016
TO: Montecito Water District
583 San Ysidro Rd
Montecito, CA 93108
ATTN: Richard Shaikewitz, Board President
FROM: Allison Fore, Records Technician

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

Agreement Number: 25,665
Montecito Water District Funding Agreement

Funding Agreement with the Montecito Water District for Phase 1 work associated with ongoing development of a Water Sales Agreement in relation to the City's Charles E. Meyer Desalination Plant as a potential regional water supply;

Enclosures

c: Rebecca Bjork, Public Works

City of Santa Barbara Agreement No. 25,665

THIS FUNDING AGREEMENT is made and entered into this 9th day of August, 2016 by and between the City of Santa Barbara, a municipal corporation (hereinafter referred to as "City"), and the Montecito Water District, a county water district (hereinafter referred to as "MWD").

RECITALS

- A. City has initiated the reactivation of the Charles E. Meyer desalination plant ("Desal Plant") for the purpose of providing desalinated water to its customers with an initial active capacity of 3,125 acre feet per year, available by the fall 2016;
- B. MWD and City wish to work together in an effort to develop a water sales agreement ("WSA") under which MWD would purchase water from City at a negotiated price based upon the water supply development, conveyance, and other costs to supply MWD with 1,250 acre feet of water per year;
- C. As a part of the negotiations, City must undertake certain engineering, design and legal expenses as detailed in this Agreement and its attachments; and
- D. MWD has agreed to pay for those expenses incurred prior to finalization of the WSA ("Phase I"), whether a WSA is entered into between the parties or not.
- E. MWD and City further recognize and agree that certain additional tasks will likely be required before finalization of the WSA, and accordingly have identified potentially necessary but currently unfunded work and activities as "Phase II" projects.

NOW, THEREFORE, in consideration of the above recitals and the covenants and conditions hereinafter provided, the parties mutually agree as follows:

1. Effective Date. This Agreement shall take effect on the date of its full execution by all parties and shall remain in effect until all actions required by this Agreement are fully performed.

2. MWD Funding Obligations for Phase I.

a. MWD shall be obligated to fund the following work and activities undertaken by City, or by City consultants or contractors, either in full, or in such amounts as provided below ("Funding Obligations"). MWD's total obligation shall not exceed \$193,594:

i. Desal Plant Design/Build/Operate Contract Amendment Negotiations and Drafting. MWD shall pay one hundred percent (100%) of the cost, estimated at Forty-Two Thousand Six Hundred and Eight Dollars (\$42,608), for all technical and legal work incurred by City to negotiate and draft an amendment to the Design, Build, Operate contract entered into between City and IDE, Americas Inc. to

increase active production capacity and operations of the Desal Plant to provide water for sale to MWD. The technical support required is described in more detail under Task 1 in the contract between the City of Santa Barbara and Carollo Engineers, Inc., attached hereto as Exhibit "A" and incorporated herein by this reference ("Carollo Contract")

ii. Outside legal support services related to the amended contract with IDE will not exceed Twenty-five Thousand dollars (\$25,000) without the prior written approval by MWD.

iii. Additional Hydraulic Modeling. City's consultant Carollo may undertake additional hydraulic modeling of various-infrastructure alternatives needed to deliver desalinated water from City's distribution system to MWD's system. City and MWD shall share equally all fees and costs incurred for Carollo's services. MWD shall pay fifty percent (50%) of City's cost, as further described as Task 2 in the Carollo Contract, but in no event shall MWD be required to pay more than half of Twenty Thousand Nine Hundred Eight-Six dollars (\$20,986) without prior written approval from MWD.

iv. WSA Legal Services. City has a longstanding attorney client relationship with Best, Best and Krieger (BBK) and has already retained BBK for the purpose of representing City in connection with this Agreement and assisting in drafting the WSA. City and MWD shall share equally all fees and costs incurred for such services with MWD's share not to exceed Seventy-Five Thousand dollars (\$75,000) without prior written consent by MWD. MWD's payments to City shall not be construed as creating any duty to MWD on the part of BBK or the City. MWD hereby grants its consent to BBK's ongoing representation of City concerning the preparation of the WSA, regardless whether such representation concerning the preparation of the WSA presents an actual or potential conflict of interest.

v. City Staff Costs. MWD shall share equally in all billable time for City Engineering and City Planning staff supporting the WSA. This work shall include contract management and technical services in support of the WSA. As part of Phase I, City Staff Costs may include pursuit of grants and loans. Details on the work performed, hours and rates will be provided as part of the backup for payment. MWD's share of these costs will not exceed Thirty Thousand dollars (\$30,000) without prior written approval by MWD.

b. The City and MWD agree to perform all of their obligations in a reasonably timely manner to avoid delay in attempting to reach agreement on a WSA and the delivery of 1,250 AFY to MWD.

3. Phase II Work and Activities:

a. Prior to approval and execution of the WSA, the following work and activities may, in the City's discretion, need to be undertaken by City, or by City consultants or contractors, in connection with delivery of 1,250 AFY of water to MWD pursuant to the WSA. City and MWD have not agreed upon an appropriate funding

formula for the work and activities set forth below. The work and activities set forth below are described in greater detail in Exhibit "A."

i. Preliminary design of a conveyance pipeline for the purpose of conveying desalinated water from the Desal Plant to the South Coast Conduit, as further described as Task 3 in the Carollo Contract.

ii. Permitting and environmental support in conjunction with the preliminary design of the conveyance pipeline as further described as Task 4 in the Carollo Contract.

iii. CEQA legal support related to the conveyance pipeline.

iv. Conveyance pipeline request for proposal preparation for the design and construction of the conveyance pipeline (RFP) as further described as Tasks 5 and 6 in Exhibit "A."

v. Design/Build legal support for review of the RFP for the Conveyance Pipeline.

4. Funding Terms. MWD shall deposit the Phase 1 Funding Obligations on account with City according to the following schedule:

- a. Within 10 working days of the Effective Date - \$50,000
- b. Within 40 working days of the Effective Date - \$50,000
- c. Within 70 working days of the Effective Date - \$50,000
- d. Within 100 working days of the Effective Date - \$43,594
- e. After 130 working days of the Effective Date - Any increased funding amounts approved by MWD for additional work as provided herein.

Funding Terms for Phase 2 work will be mutually agreed to by both parties prior to authorization by MWD for the City to proceed with any Phase 2 work.

5. MWD Participation in Phase I.

a. MWD will provide City such information, records, and technical assistance as may be necessary or desirable for the Phase I work and activities. City will provide MWD with reasonable access to information and documents related to the Phase I work and activities. City will also provide regular oral briefings to MWD's General Manager and/or his or her designee on the status of the various tasks associated with the work and activities, as well as an opportunity to review, comment, and provide input on such work product as the parties may deem appropriate for mutual review. City will use reasonable efforts to consult with MWD's General Manager and/or his or her designee regularly on actions related to Phase I.

b. In the process of negotiating a proposed contract amendment with City's consultants/contractors, the City shall timely meet and confer with MWD's General Manager and/or his/her designee to fully inform MWD of their intentions, seek MWD's views and provide MWD with City's views.

6. Statements and Disputes. City shall provide MWD with monthly drawdown statements, including backup information no later than the thirtieth (30th) day of each month. Each statement shall indicate the remaining balance of funds on account or balance owing. Any credit remaining at the termination of this Agreement shall be credited back to MWD within thirty (30) days of the City receiving final invoices from its consultants; any remaining unfunded Funding Obligations of MWD will be paid by MWD within thirty (30) days of notice by the City. MWD may dispute the amount of a monthly drawdown statement received from City by submitting a written statement to City outlining the basis of such dispute no later than five (5) business days from the date of the monthly drawdown statement. City shall respond in writing to MWD's dispute within five (5) business days and either correct or amend the disputed monthly drawdown statement or state that City disagrees with MWD's dispute. In the event that City disagrees with the basis for MWD's dispute, City and MWD shall meet and confer and attempt to resolve the dispute.

7. All Funding Obligations for Phase I work and activities shall be due and payable from MWD to City without regard to whether a WSA is entered into between City and MWD.

8. Failure to Make Timely Payments. This Agreement is premised upon advance payment by MWD of its share of the Phase I work and activities. MWD acknowledges that the late payment of the Funding Obligations or any other sums due hereunder may cause City to incur additional costs or delays. Accordingly, if any payment as specified in this Agreement or any other sum due City is not received by City within five (5) business days of the due date, City shall notify MWD that it has not received an invoiced payment and thereafter provide MWD with five (5) business days to make the payment or payments. If MWD continues to fail to make the payment or payments that are the subject of City's notification, City may suspend work on Phase I and seek appropriate remedies.

9. General Provisions

a. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified mail with the U.S. Postal Service, with postage prepaid, and shall be deemed sufficiently given if served in the manner specified herein. If such notice is intended for City, it shall be addressed to:

City of Santa Barbara
Attn: Water Resources Manager
630 Garden Street
Santa Barbara California 93110

With a copy to:

City Hall
Post Office Box 1990
735 Anacapa Street
Santa Barbara, California 93102-1990

and if intended for MWD it shall be addressed to:

Montecito Water District
Attn: General Manager
583 San Ysidro Road
Santa Barbara, California 93108-2124

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day. Notices may be delivered by facsimile or electronic transmission and shall be deemed delivered upon written confirmation of receipt.

b. Paragraph Heading. The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

c. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

d. Interpretation. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against any party or drafter.

e. Singular and Plural. As used herein, the singular of any word includes the plural.

f. Waiver of Performance. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure of a party to exercise any right upon the default of the other party, shall not constitute a waiver of such parties' rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

g. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

h. Mutual Indemnification. To the fullest extent permitted by law, MWD and City shall mutually defend (with mutually agreed-upon counsel), indemnify and hold each other (including the elected and appointed officials and employees of each party) free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity (collectively "Claims") in any manner arising out of, pertaining to, or incident to this Agreement and the work and/or services to be performed hereunder. This includes without limitation the payment of all actual (but not consequential) damages, expert witness fees and attorney's fees and other related costs and expenses, including but not limited to legal costs and expense incurred by the parties in connection with any claim or in enforcing this mutual indemnification. This indemnity does not include claims that arise out of the sole active negligence, or willful misconduct of either party. Indemnity requirements are not limited to the amount of any insurance available to either party and survive the termination of this Agreement for any reason.

i. Insurance. City will use reasonable efforts to provide MWD with additional insured status on the agreements and contracts it enters into as a result of this Agreement. In the event MWD can be named as an additional insured, MWD will pay, in addition to the sums listed above, the full cost of a certificate, if any additional cost would be incurred, naming it as an additional insured after notice by City to MWD of the cost of the certificate and approval of that cost by MWD. If MWD does not approve of the cost of the certificate, City shall not be required to provide the certificate and may proceed promptly without it. Nothing in this section shall be construed to grant MWD third party beneficiary status with respect to the agreements and contracts entered into by City, or to require City to take any action that might be construed to confer such third party beneficiary status on MWD.

j. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and shall have the same effect as if all the parties had entered the same instrument.

k. Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that: (i) such party, if not an individual, is duly organized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

l. Entire Agreement. This Agreement constitutes the entire agreement among City and MWD with respect to the subject matter hereof and supersedes all prior agreements and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing, approved as required by law.

m. Unavoidable Delay; Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of

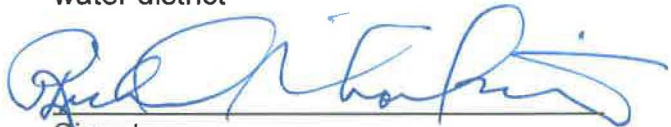
God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restriction or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failures to act of any public or governmental agency or entity; or any other similar causes, without fault and beyond the reasonable control of the party claiming an extension of time to perform, performance of such act shall be excused for the period of the delay; provided, however, the party delayed or prevented from the performance of any act as above described has notified the other of such delay or prevention within thirty (30) days of the inception thereof, and has thereafter kept said party regularly informed of the status of such delay or prevention.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

MONTECITO WATER DISTRICT, a county water district

BY: 
Rebecca Bjork
Public Works Director


Signature
Richard Shaikewitz
Type or Print Name

ATTEST:


Sarah Gorman, CMC
City Clerk Services Manager

Board President
Board President

583 San Ysidro Road
Address

APPROVED AS TO CONTENT:

Montecito CA 93108
City State Zip

BY: 
Joshua Haggmark
Water Resources Manager

(805) 969-2271
Telephone Number

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: 
Ariel Pierre Calonne
City Attorney

BY: _____
Robert M. Cohen
Cohen & Burge LLP
Montecito Water District
General Counsel

God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restriction or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failures to act of any public or governmental agency or entity; or any other similar causes, without fault and beyond the reasonable control of the party claiming an extension of time to perform, performance of such act shall be excused for the period of the delay; provided, however, the party delayed or prevented from the performance of any act as above described has notified the other of such delay or prevention within thirty (30) days of the inception thereof, and has thereafter kept said party regularly informed of the status of such delay or prevention.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

MONTECITO WATER DISTRICT, a county water district

BY: _____
Rebecca Bjork
Public Works Director

Signature
Richard Shaikewitz

Type or Print Name

ATTEST:

Board President
Board President

Sarah Gorman, CMC
City Clerk Services Manager

583 San Ysidro Road
Address

APPROVED AS TO CONTENT:

Montecito CA 93108
City State Zip

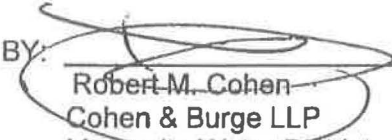
BY: _____
Joshua Haggmark
Water Resources Manager

(805) 969-2271
Telephone Number

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Ariel Pierre Calonne
City Attorney

BY: _____

Robert M. Cohen
Cohen & Burge LLP
Montecito Water District
General Counsel

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 4-B
DATE: MARCH 20, 2018
TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: PREPARATION FOR FUTURE STORMS

RECOMMENDATION:

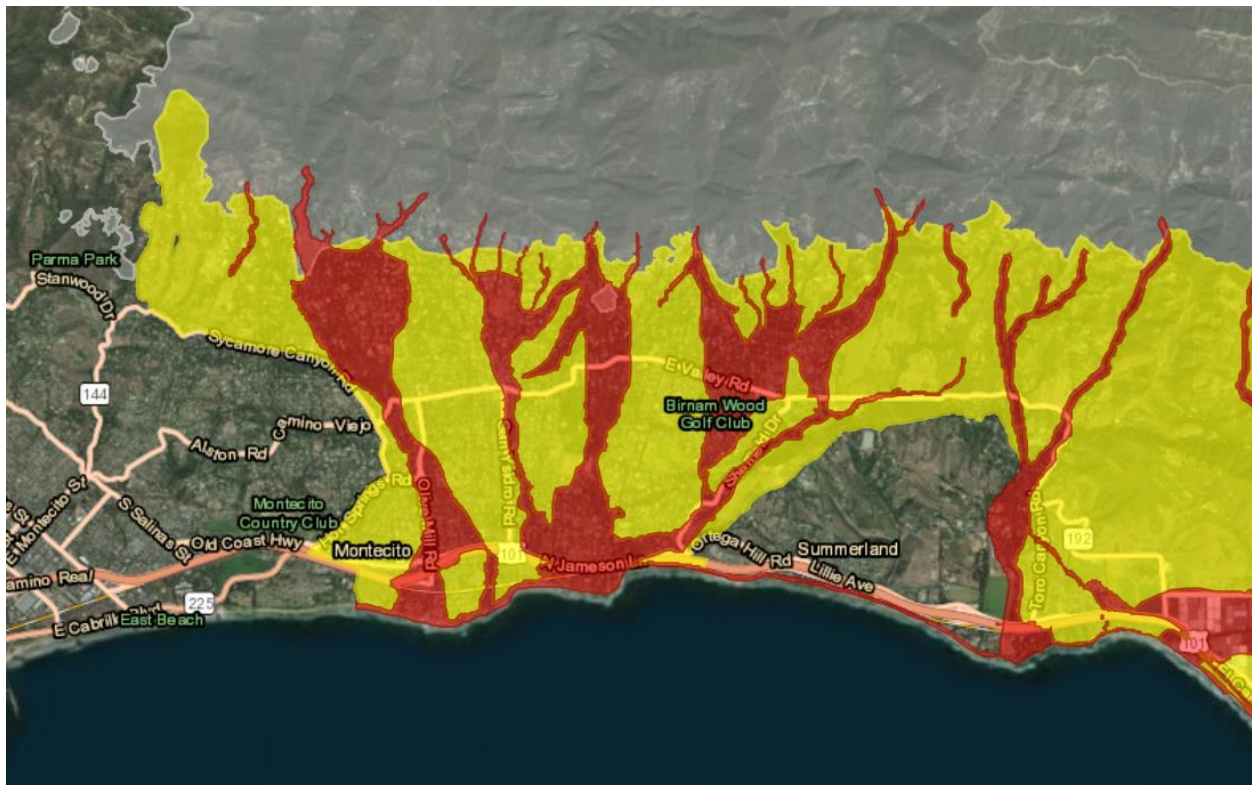
Information only.

DISCUSSION:

District Staff have developed an emergency operational plan, in response to the Thomas Fire and 1/9 Debris Flows, and in advance of future storms with the potential to produce debris flows.

The County of Santa Barbara has issued debris flow risk area maps for Santa Barbara County including areas affected by the Sherpa, Whittier, Thomas, and Alamo fires. The debris flow risk maps indicate “extreme risk” and “high risk” areas throughout the County. The majority of Montecito is within one of these two debris flow risk areas, with “extreme risk” areas adjacent to the creeks, shown in Figure 1.

Figure 1. Debris Flow Risk Map



The United States Geological Survey (USGS) and National Weather Service (NWS), have developed rainfall intensity thresholds used to determine the likelihood of debris flows in and near recent burn areas. These intensities are shown in the table below.

Table 1. Debris Flow Intensity Thresholds

Time	Precipitation
15 min	0.20 in
30 min	0.30 in
1 hr	0.50 in
3 hr	1.00 in
6 hr	1.40 in
12 hr	1.90 in

These thresholds have been used to develop four levels of potential impacts caused by each storm intensity, shown in Figure 2.

Figure 2. Storm Levels and Potential Impacts

Level 1	
Rainfall	Minor event <0.1 inches in 15 min. <0.2 inches in 20min. <0.3 inches in 60 min.
Outcome	Runoff is largely free of debris and stays within the current channel network. The potential of debris flows being triggered is low. Some blockage and backup may occur at channel constrictions. Surface streets may exhibit minor flooding, but remain passible to vehicle traffic. Few, if any, structures may be anticipated to be endangered.
Level 2	
Rainfall	Moderate event 0.1 inches in 15min. 0.2 inches in 20 min. 0.3 inches 60 min.
Outcome	Runoff includes mud and some debris. The potential of debris flows being triggered is moderate. Flow in the main channels is rapid and blockage and overtopping at channel constrictions is expected. Roads may be flooded and obstructed by debris limiting vehicle access. Structures close to and immediately downstream of choke points may be endangered.
Level 3	
Rainfall	Moderate to major event 0.2 inches in 15min. 0.3 inches in 20 min. 0.5 inches in 60 min.
Outcome	Runoff contains a high concentration of mud and debris. The potential of debris flows being triggered is high. Overtopping flows and channel avulsion is expected at channel constrictions. Roads are likely blocked. Structures within designated hazard zones may be endangered
Level 4	
Rainfall	Catastrophic event >0.6 inches in 15 min. >0.8 inches in 15 min. >1.0 inches in 60 min.
Outcome	The potential of debris flows being triggered is extreme and the magnitude of flow would be comparable to, or larger than, the January 9, 2018, event. Debris flows are anticipated to move out of, and over the channel banks and occupy new areas not impacted during the January 9th event. Roads are likely blocked and considered unsafe for travel. Structures within the designated hazard areas would be endangered.

The County uses these levels to issue evacuation orders, prepare for US101 closures, and other measures to protect life and property. Similarly, the District is using and will continue to use these four levels to prepare for future storm events until the vegetation has returned to the hillsides above Montecito, which could be several years. District management is in close communication with the County and Montecito Fire Department

as approaching storm forecasts are released. District management uses the forecast to determine the District response to the approaching storm.

The first significant storm event since January 9, 2018 occurred on March 1, 2018. The District held an all-staff meeting prior to the storm event to brief staff on the USGS & NWS rainfall intensity rating system, share information regarding forecasts and evacuation orders, connect staff to storm resources, and share the emergency operations plan with staff. The following emergency operations plan was shared with staff on March 1, 2018.

Prior to a Level 2, 3 or 4 Storm Event, District Staff will:

- Meet for an All-Staff meeting at MWD Board Room
- Fill Reservoirs to winter demand levels
- Turn OFF Groundwater Wells
- Turn OFF South Coast Conduit pump stations
- Top off fuel in Emergency Generators, District Vehicles, and Equipment
- Stock Pipe in MWD Yard
- Stock Treatment Materials at Bella Vista Treatment Plant (BVTP)
- Prepare Emergency Food and Water Bins at MWD Shop and BVTP
- Check Emergency Cots and Blankets
- Check Communications Links – radio, phone and email

Prior to a Level 2, 3 or 4 Storm Occurring AFTER HOURS, District Staff will:

- Station 2 Treatment Staff at BVTP prior to storm
- Station 2 Distribution Staff at MWD Shop prior to storm

During a Level 2, 3 or 4 storm event, only critical staff are asked to report to work. This includes all distribution and treatment personnel, 2 office staff, and all managers. All staff are to report to work during normal working hours unless unsafe work or travel conditions exist.

All staff have been reminded to carry their MWD badges and vehicle placards at all times and sign up for alerts from SB Aware and Prepare to stay informed of the latest storm information.

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 4-E
DATE: MARCH 20, 2018
TO: BOARD OF DIRECTORS
FROM: ENGINEERING MANAGER
**SUBJECT: PROPOSED MODIFICATION OF EXISTING EASEMENT FOR TERMINAL
RESERVOIR PROPERTY**

This item was reviewed by the Operations Committee at their meeting on February 12, 2018 and the Committee concurs with the staff recommendation.

RECOMMENDATION:

- That the Board of Directors authorize the execution of the attached Easement Agreement for the District's Terminal Reservoir Property (APN 013-040-002).

DISCUSSION:

The attached draft Easement Agreement between Montecito Water District (Grantor) and Mary K. Robinson (Grantee) has been requested by the Grantee to provide improved access to the undeveloped parcels using an existing roadway located on the District's Terminal Reservoir Property (property).

In accordance with a 1950 deed for the property, the Grantee has an easement through the property for purposes of accessing the adjacent parcels. However, the existing easement does not align with portions of the existing roadway. Additionally, the existing easement does not meet current County of Santa Barbara or Montecito Fire Protection District roadway requirements. The proposed new easement will be expanded to allow access to newly-established parcels. Therefore, the attached easement proposes to quitclaim the 1950 granted easement and grant a new easement that is more accurate and includes a wider roadway with turnouts for fire protection.

The Grantee is responsible for all road improvement costs during construction. During and after construction, the District will retain the right to approve any proposed improvements to the roadway including utilities, drainage, and paving work. Additionally, the District will be responsible for maintenance based on usage determined by the District Engineer. District's share of long-term maintenance costs will vary for each section of the roadway from 8.3% to 25%.

ATTACHMENTS:

- Proposed Easement Agreement

Recording Requested by and
When Recorded Return to:
Travis C. Logue, Esq.
Rogers, Sheffield & Campbell, LLP
150 East Carrillo Street
Santa Barbara, CA 93101

APNs 013-040-001, 013-040-002, 013-010-017, 013-040-040 & 013-040-041

Documentary Transfer Tax: _____

Computed on full value;

Unincorporated area

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated [Month] __, 2018, for reference purposes only, is made and entered into by and between Montecito Water District, a County Water District organized pursuant to California Water Code section 30000 *et seq* ("**Grantor**") and Mary Kay Robinson, Trustee of the Mary K. Robinson Living Trust dated December 10, 1973 ("**Grantee**"). Grantor and Grantee may be referred to herein, individually, as the "**Party**" or, collectively, as the "**Parties**".

A. Grantor is the present owner of that certain real property located in the unincorporated area of the County of Santa Barbara, California, known as Assessor's Parcel Number 013-040-002 and is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference ("**Servient Tenement**").

B. Grantee is the present owner of all of those unimproved parcels of real property located in the unincorporated area of the County of Santa Barbara, California, known as Assessor's Parcel Numbers 013-010-017, 013-040-040, 013-040-041, and 013-040-001, more particularly described in **Exhibit B**, which is attached hereto and incorporated herein by this reference (collectively, "**Dominant Tenement**").

C. A road easement serving the Dominant Tenement presently exists on and over the Servient Tenement reserved by Deed from Bothin Real Estate Company to Montecito Water District, recorded on May 29, 1950, in Book 920, Page 15 of Official Records Deeds, records of said county ("**Previously Granted Easement**"). The "Previously Granted Easement" is defined as Parcel 2 in the Bothin Real Estate Company deed.

D. For many decades, the Dominant Tenement has been served by an existing roadway (“**As Travelled Easement**”), portions of which are located outside the Previously Granted Easement. The As Travelled Easement does not meet the minimum road standards imposed by the County of Santa Barbara and the Montecito Fire Protection District.

E. Pursuant to Lot Line Adjustment No. 12LLA-00000-00001, Grantee is in the process of obtaining a lot line adjustment to reconfigure the lot lines of the Dominant Tenement. As a condition of approval, Grantee must demonstrate the Dominant Tenement has rights of access consistent with the requirements of the Montecito Fire Protection District.

F. Grantee desires to have, as provided herein, certain rights in the Servient Tenement to benefit the Dominant Tenement on, over, through, and under the location of the New Granted Easement (defined below). Grantor, as provided herein, desires to grant such rights.

G. As provided herein, Grantee agrees to release, reconvey, and quitclaim to Grantor all right, title and interest to the Previously Granted Easement (as defined in Recital C) and the As Travelled Easement (as defined in Recital D);

H. As provided herein, Grantor agrees to release, reconvey, and quitclaim to Grantee all right, title and interest to the Previously Granted Easement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor does hereby grant to Grantee, its successors and assigns, a perpetual, permanent, and nonexclusive easement, subject to the terms of this Agreement, for the benefit of the Dominant Tenement as a whole, and the individual parcels comprising the Dominant Tenement.

2. Grantor acknowledges and agrees that it does not object to the following acts by Grantee: i) separate conveyance of legal parcels that encompass the Dominant Tenement; and ii) construction of legal improvements upon such parcels including, without limitation, residential dwellings and ancillary structures consistent with the County of Santa Barbara’s Land Use and Development Code, related ordinances, and other applicable law. Nothing herein is to be construed or understood as a confirmation, guarantee or representation of the availability of water service to any residential dwelling or ancillary structure constructed by Grantee.

3. The easement granted in this Agreement is an easement for ingress, egress, access, drainage and public and private utility purposes over, under, across and through the Servient Tenement ("**New Granted Easement**").

4. The New Granted Easement shall be of a variable width, measuring no less than twenty feet (20') wide and no more than thirty five feet (35') wide with the exception of the roadway split where the width may exceed thirty five feet (35'). The specific location and extent of the New Granted Easement is more specifically described in **Exhibit C**, which is incorporated herein by this reference and attached hereto, and consists of both a legal description (**Exhibit C-1**) and a diagram of the New Granted Easement (**Exhibit C-2**).

5. The New Granted Easement shall include the following incidental rights as to the Servient Tenement: the Grantee has the right to enter on the Servient Tenement to improve, pave and otherwise surface or resurface the roadway, install, replace or repair public or private utility facilities serving the Dominant Tenement, install drainage culverts, ditches, drainage facilities and/or retaining walls related to the New Granted Easement, extend slopes of cuttings and fills related to the New Granted Easement, install plants and landscaping, make any other improvements consistent with the exercise of the easement rights granted herein. Such improvements may occur outside the New Granted Easement, as reasonably necessary, with prior approval from the Grantor as provided herein. In exercising these incidental rights, including but not limited to any exercise of rights that occurs outside the New Granted Easement, Grantee must first provide applicable County of Santa Barbara permit documentation and engineer approved plans to the Grantor to support the review and approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall not, under any circumstances, make improvements to infrastructure owned by the Grantor inside or outside of the New Granted Easement.

6. At its sole cost, Grantee has the right to improve the New Granted Easement in order to conform to the requirements of the County of Santa Barbara, the Grantor, or any other governmental or quasi-governmental agency or department (the "**Governmental Requirements**"). All such work shall be first approved by the entity responsible for imposing and enforcing the Governmental Requirements, as necessary, and shall be performed by a duly licensed contractor in a good and workmanlike manner.

7. The maintenance and repair costs of the New Granted Easement shall be borne exclusively by Grantor, and such maintenance and repair does not have to be

consistent with Governmental Requirements, until such time as Grantee exercises its right herein to complete improvement of the New Granted Easement (or sections thereof) to be consistent with the Governmental Requirements. Upon the completion of Grantee's improvement of the New Granted Easement (or sections thereof), each Party shall bear a share of the overall maintenance and repair costs as described herein. For purposes of allocation of repair and maintenance costs, the New Granted Easement shall be divided into five sections as graphically depicted and described in **Exhibit D**, which is attached hereto and incorporated herein. The allocation of repair and maintenance costs of the five sections, upon completion of each section, shall be as follows:

- Area 1: Grantor 1/12 and Grantee 11/12;
- Area 2: Grantor 1/4 and Grantee 3/4;
- Area 3: Grantor 1/8 and Grantee 7/8;
- Area 4: Grantee is allocated full responsibility; and,
- Area 5: Grantee is allocated full responsibility.

Upon completion, the New Granted Easement (or sections thereof) shall be maintained in conformance with appropriate Governmental Requirements for fire department access and in a good and safe condition typical for residential roadways having a comparable use component in similar locations within the County of Santa Barbara. The roadway shall comply, at a minimum, with the Montecito Fire Protection District *Fire Protection Plan* requirements for private roads and driveways.

8. The Parties shall meet and confer annually, on or about the yearly anniversary of the Effective Date of this Agreement (or at any other mutually agreed upon time), to determine the extent and nature of the maintenance and repair work, if any, to be performed over the following year that is necessary and appropriate to maintain the New Granted Easement in accordance with the aforementioned standard and to formulate a budget for such maintenance and repairs.

9. In the event any damage occurs to the New Granted Easement attributable solely to a Party, including by reason of the agents, invitees, contractors, subcontractors, workers, suppliers, or employees of that Party, then the responsible Party shall promptly repair the damage or reimburse the other Party for the reasonable cost of repairs.

10. The New Granted Easement is nonexclusive. Grantor may utilize the New Granted Easement and/or grant similar non-exclusive easements for ingress and egress over the New Granted Easement to third parties on such terms and conditions

desired by Grantor which do not unreasonably interfere with Grantee's use thereof. Grantor retains the right to use the Servient Tenement and the New Granted Easement in any manner that does not unreasonably interfere with the New Granted Easement.

11. Grantee hereby releases, and quitclaims all right, title and interest to the Previously Granted Easement and the As Travelled Easement. Grantor hereby releases, and quitclaims all right, title and interest to the Previously Granted Easement.

12. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee in order to benefit and burden the land owned by each of them, and the obligations herein shall be covenants running with the land.

13. This Agreement shall be construed as though all Parties have participated equally in its drafting and shall be interpreted, whenever possible, to make it valid and effective.

14. The Parties agree to execute, deliver, and cooperate on request, such other documents or instruments as may be reasonably necessary or useful in carrying-out the intent of the Parties in entering into this Agreement.

15. If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in this action or proceeding by the prevailing Party. Venue for such action or proceeding shall be in the County of Santa Barbara.

16. Grantee agrees to indemnify and hold Grantor free and harmless from any cost, damage, expense or liability arising by reason of the use of the New Granted Easement by Grantee or the agents, servants, employees, invitees, successors or assigns of Grantee. The indemnity herein includes the active defense of any claim filed against Grantor for which indemnity is given hereunder with counsel chosen by Grantor.

17. The individuals who have executed this Agreement on behalf of the Parties represent that they are duly authorized to do so, that they have done so with the requisite power, authority, and approval, and that this Agreement is binding on the Parties.

18. This Agreement may be executed in counterparts and together shall be construed and considered as one document.

(Balance of this page is intentionally left blank.)

Executed and effective on the day and year first above written.

GRANTOR:

Montecito Water District, a County Water District organized pursuant to California Water Code section 30,000 *et seq*

By: _____
Its: _____

By: _____
Its: _____

GRANTEE:

Mary Kay Robinson, Trustee of the Mary K. Robinson Living Trust dated December 10, 1973

By: _____
Its: _____

EXHIBIT LIST:

- Exhibit A – Legal Description of Servient Tenement
- Exhibit B – Legal Description of Dominant Tenement
- Exhibit C-1 – Legal Description of New Granted Easement
- Exhibit C-2 – Map of New Granted Easement
- Exhibit D – Map of Sections for Allocating Repair and Maintenance Costs

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On _____, 2018, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT TENEMENT

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED, LYING AND BEING IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS, TO WIT:

Beginning at the southwest corner of the parcel of land conveyed by The Bothin Helping Fund to Annie Clifton Hughes, by deed dated January 7, 1921, recorded in Book 185, page 228 of Deeds, in the Santa Barbara County Records, said point also being the westerly end of the 5th course of the parcel of land conveyed to Annie Clifton Hughes by deed recorded in Book 185, page 228 of Deeds in the Santa Barbara County Records; said point also being on the center line of Mountain Drive as described in deed to the County of Santa Barbara, recorded in Book 168, Page 380 of Deeds in the Santa Barbara County Records, thence 1st, north 9°47' west 135.5 feet along the center of a paved ravine to a small hole in the concrete floor near the center of said paved ravine; thence 2nd, north 0°38' west 120.8 feet along the general course of said ravine to a letter "A" on a boulder; thence 3rd, north 12°15' east 254.89 feet up the general course of said ravine to a $\frac{1}{2}$ inch iron pipe; thence 4th, north 19°23' west 92.8 feet up the general course of said ravine to an "F" on a rock; thence 5th, north 50°19' west leaving said ravine 89.82 feet to a 1 inch survey pipe set at the beginning of a circular curve whose radial center bears south 81°30'45" west; thence 6th, following along the arc of said circular curve 127.10 feet in a northwesterly direction, said circular curve having a delta of 82°03'50", a radius of 88.74 feet, the long chord of which bears north 49°31'10" west 116.51 feet to a one inch survey pipe marked "MCWD" set at the end of said circular curve.

The radial center from the end of said circular curve bears south 0°33'05" east; thence 7th, south 50°13'15" west 110.16 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 8th, south 61°32'15" west 97.54 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 9th, south 54°35'15" west 98.74 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 10th, south 38°06'45" west 105.94 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 11th, south 37°51'30" east 602.07 feet to an iron pipe found on the center line of Mountain Drive; thence 12th, north 53°21'30" east 51.53 feet along the center line of Mountain Drive, said point being the westerly end of the 6th course of property described in a deed from Henry Bothin et ux, to the County of Santa Barbara, California, dated June 27, 1918, and recorded in Book 168, Page 380 of Deeds, Santa Barbara County Records; thence 13th, south 71°14' east 67.83 feet along the center line of Mountain Drive to the point of beginning, containing 4.75 acres more or less.

EXHIBIT B

LEGAL DESCRIPTION OF DOMINANT TENEMENT

EXHIBIT B

Parcel One:

All that portion of the Northwest Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office, lying North of Mountain Drive.

EXCEPTING THEREFROM that portion conveyed in the deed from Henry E. Bothin and Ellen Chabot Bothin, his wife, to the Bothin Helping Fund, a Corporation, dated August 30, 1920 and recorded in Book 186, Page 487 of Deeds.

ALSO EXCEPTING THEREFROM that portion conveyed in deed to Bothin Helping Fund, a Corporation, dated July 30, 1924 and recorded in Book 42, Page 313 of Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in Amended Order of the Superior Court of the State of California, in and for the County of Marin, a certified copy of which was recorded August 8, 1931 in Book 234, Page 487 of Official Records.

ALSO EXCEPTING THEREFROM portion thereof described in the deed to the Montecito County Water District, recorded May 29, 1950 in Book 920, Page 15 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055369 of Official Records.

Parcel Two:

The Southwest Quarter of the Northeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office, May 21, 1875.

EXCEPT that portion conveyed to the Bothin Helping Fund, a Corporation, by deed recorded August 5, 1924 as Instrument No. 564 in Book 42, Page 313 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055358 of Official Records.

Parcel Three:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office;

bounded on the West by the West line of said Southeast Quarter;

bounded on the South by the Northerly line of the land described in the deed to George E. Coleman, recorded March 24, 1893 in Book 34, Page 610 of Deeds;

bounded on the East by the Westerly line of the land described as Parcel One in the deed to the Montecito County Water District, a public corporation, recorded May 29, 1950 as Instrument No. 7438 in Book 920, Page 15 of Official Records;

bounded on the North by the Southerly line of the land described in the deed to the Bothin Real Estate Company, a Corporation, recorded August 20, 1932 as Instrument No. 5598 in Book 270, Page 58 of Official Records.

Said land being the same parcel described as Parcel "B" in a deed to the Bothin Real Estate Company

EXHIBIT B (CONTINUED)

recorded December 14, 1965 in Book 2132, Page 870 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055368 of Official Records.

Parcel Four:

An easement for road and public utility purposes as reserved and described in that certain "Deed" executed by Bothin Real Estate Company, a California corporation to Montecito County Water District, a public corporation, recorded May 29, 1950 as Instrument No. 7438 in Book 920, Page 15 Official Records.

APN: 013-010-17, 013-040-40 & 41, 013-060-01

EXHIBIT C - 1

LEGAL DESCRIPTION OF NEW GRANTED EASEMENT

EXHIBIT C-1

(LEGAL DESCRIPTION)

PORTION OF THE LAND GRANTED TO THE MONTECITO COUNTY WATER DISTRICT A PUBLIC CORPORATION IN THE DEED RECORDED MAY 29 1950 IN BOOK 920 AT PAGE 15 OF OFFICIAL RECORDS OF THE COUNTY OF SANTA BARBARA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF THE LAND DESCRIBED IN SAID DEED AS MARKED BY A GALVANIZED BOAT SPIKE AND WASHER STAMPED "LS 4285" FROM WHICH A ½" IRON PIPE BEARS S50° 01' 01" W 110.03';

THENCE S50° 01' 01" W A DISTANCE OF 0.06' TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT;

THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 8.05' WITH A RADIUS OF 24.00' WITH A CHORD BEARING OF S 57°57'43" E WITH A CHORD LENGTH OF 8.01';

THENCE S 67°34'18" E A DISTANCE OF 14.07';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 88.55' WITH A RADIUS OF 100.00' WITH A CHORD BEARING OF S 42°12'18" E WITH A CHORD LENGTH OF 85.68';

THENCE S 16°50'18" E A DISTANCE OF 46.03';

THENCE S 61°50'18" E A DISTANCE OF 21.21';

THENCE S 16°50'18" E A DISTANCE OF 52.51';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 8.77' WITH A RADIUS OF 175.00' WITH A CHORD BEARING OF S 15°24'09" E WITH A CHORD LENGTH OF 8.77';

THENCE S 31°13'44" W A DISTANCE OF 22.22';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.61' WITH A RADIUS OF 160.00' WITH A CHORD BEARING OF S 03°13'40" E WITH A CHORD LENGTH OF 28.57';

THENCE S 01°53'40" W A DISTANCE OF 105.70';

THENCE S 43°06'20" E A DISTANCE OF 21.21';

THENCE S 01°53'40" W A DISTANCE OF 15.79';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 29.36' WITH A RADIUS OF 175.00' WITH A CHORD BEARING OF S 06°42'00" W WITH A CHORD LENGTH OF 29.32';

THENCE S 11°30'20" W A DISTANCE OF 9.58';

THENCE S 56°30'20" W A DISTANCE OF 21.21';

THENCE S 11°30'20" W A DISTANCE OF 15.47';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 122.09' WITH A RADIUS OF 290.00' WITH A CHORD BEARING OF S 00°33'18" E WITH A CHORD LENGTH OF 121.19';

THENCE S 12°36'55" E A DISTANCE OF 140.35';

THENCE N 71°22'00" W A DISTANCE OF 23.39';

THENCE N 12°36'55" W A DISTANCE OF 128.21';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.48' WITH A RADIUS OF 310.00' WITH A CHORD BEARING OF N 11°16'37" W WITH A CHORD LENGTH OF 14.48';

THENCE N 65°48'22" W A DISTANCE OF 51.80';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 46.11' WITH A RADIUS OF 93.68' WITH A CHORD BEARING OF S 80°23'41" W WITH A CHORD LENGTH OF 45.65';

THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 45.63' WITH A RADIUS OF 38.00' WITH A CHORD BEARING OF S 31°53'44" W WITH A CHORD LENGTH OF 42.93';

THENCE S 02°30'07" E A DISTANCE OF 51.92';

THENCE N 37°54'24" W A DISTANCE OF 34.52';

THENCE N 02°30'07" W A DISTANCE OF 23.78';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 12.51' WITH A RADIUS OF 58.00' WITH A CHORD BEARING OF N 03°40'43" E WITH A CHORD LENGTH OF 12.49';

THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 38.45' WITH A RADIUS OF 98.81' WITH A CHORD BEARING OF N 68°43'11" W WITH A CHORD LENGTH OF 38.20';

THENCE N 57°34'25" W A DISTANCE OF 7.42';

THENCE N 37°54'24" W A DISTANCE OF 59.43';

THENCE S 57°34'25" E A DISTANCE OF 63.38';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 34.15' WITH A RADIUS OF 78.81' WITH A CHORD BEARING OF S 69°59'11" E WITH A CHORD LENGTH OF 33.88';

THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 36.64' WITH A RADIUS OF 58.00' WITH A CHORD BEARING OF N 48°11'35" E WITH A CHORD LENGTH OF 36.04';

THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 91.28' WITH A RADIUS OF 113.68' WITH A CHORD BEARING OF N 89°17'47" E WITH A CHORD LENGTH OF 88.85';

THENCE N 61°30'51" E A DISTANCE OF 8.25';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 78.81' WITH A RADIUS OF 310.00' WITH A CHORD BEARING OF N 04°13'19" E WITH A CHORD LENGTH OF 78.60';

THENCE N 11°30'20" E A DISTANCE OF 40.05';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.48' WITH A RADIUS OF 140.00' WITH A CHORD BEARING OF N 06°42'00" E WITH A CHORD LENGTH OF 23.46';

THENCE N 01°53'40" E A DISTANCE OF 136.49';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 45.77' WITH A RADIUS OF 140.00' WITH A CHORD BEARING OF N 07°28'19" W WITH A CHORD LENGTH OF 45.57';

THENCE N 16°50'18" W A DISTANCE OF 113.55';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 70.84' WITH A RADIUS OF 80.00' WITH A CHORD BEARING OF N 42°12'18" W WITH A CHORD LENGTH OF 68.55';

THENCE N 67°34'18" W A DISTANCE OF 14.07';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.69' WITH A RADIUS OF 44.00' WITH A CHORD BEARING OF N 56°03'15" W WITH A CHORD LENGTH OF 17.57';

THENCE N 50°01'01" E A DISTANCE OF 20.12';

TO THE TRUE POINT OF BEGINNING.

THE SIDE LINES OF THIS EASEMENT ARE TO BE EXTENDED OR SHORTENED AS NECESSARY TO FULLY CONNECT WITH THE NORTHERLY AND SOUTHWESTERLY LINES OF THE LAND CONVEYED BY SAID DEED AND EXTENDED TO FULLY CONNECT WITH THE NORTHERLY LINE OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS EAST MOUNTAIN DRIVE. THIS EASEMENT IS TO BE HELD AT A MINIMUM OF 20' WIDE AT ANY POINT.

-END OF DESCRIPTION-

Prepared by L. Paul Cook PLS 4285
L. P. Cook and Company Inc.
831 State St. #202
Santa Barbara CA 93101
805-966-5105

J.N. 1882.02H

EXHIBIT C - 2

MAP OF NEW GRANTED EASEMENT

EXHIBIT C-2

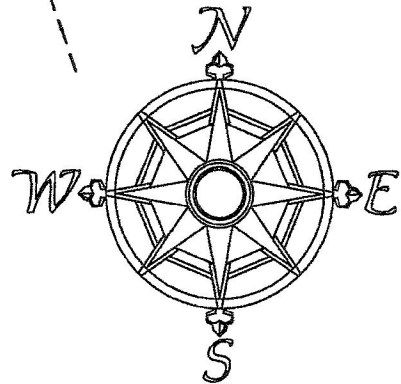
NOT TO SCALE

LOT CORNER—SET GALVANIZED BOAT SPIKE & WASHER "LS 4285" AT LOT CORNER
POINT OF BEGINNING

S 50°01'01" W
0.06'

LOT 1

NOT A PART
APN 013-040-002



LOT 2

SUBJECT EASEMENT

SEE PAGE 2 FOR LINE & CURVE TABLES

LOT 3

EAST MOUNTAIN DR.

PREPARED BY:

L.P. COOK & COMPANY, Inc.

Land Surveying
Mapping & Digital Graphics
1029 State Street, Santa Barbara, CA 93101
(805) 966-5105

J.N. 1882.00H

PAGE 1 OF 2

EXHIBIT

C-2 CONTINUED

LINE	BEARING	DISTANCE
L1	S 67°34'18" E	14.07'
L2	S 16°50'18" E	46.03'
L3	S 61°50'18" E	21.21'
L4	S 16°50'18" E	52.51'
L5	S 31°13'44" W	22.22'
L6	S 01°53'40" W	105.70'
L7	S 43°06'20" E	21.21'
L8	S 01°53'40" W	15.79'
L9	S 11°30'20" W	9.58'
L10	S 56°30'20" W	21.21'
L11	S 11°30'20" W	15.47'
L12	S 12°36'55" E	140.35'
L13	N 71°22'00" W	23.39'
L14	N 12°36'55" W	128.21'
L15	N 65°48'22" W	51.80'
L16	S 02°30'07" E	51.92'
L17	N 37°54'24" W	34.52'
L18	N 02°30'07" W	23.78'
L19	N 57°34'25" W	7.42'
L20	N 37°54'24" W	59.43'
L21	S 57°34'25" E	63.38'
L22	N 61°30'51" E	8.25'
L23	N 11°30'20" E	40.05'
L24	N 01°53'40" E	136.49'
L25	N 16°50'18" W	113.55'
L26	N 67°34'18" W	14.07'
L27	N 50°01'01" E	20.12'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING-IN	RADIAL BEARING-OUT
C1	8.05'	24.00'	19°13'11"	N 41°38'53" E	N 22°25'42" E
C2	88.55'	100.00'	50°44'01"	S 22°25'42" W	S 73°09'42" W
C3	8.77'	175.00'	2°52'16"	S 73°09'42" W	S 76°01'59" W
C4	28.61'	160.00'	10°14'40"	S 81°39'00" W	N 88°06'20" W
C5	29.36'	175.00'	9°36'40"	N 88°06'20" W	N 78°29'40" W
C6	122.09'	290.00'	24°07'15"	S 78°29'40" E	N 77°23'05" E
C7	14.48'	310.00'	2°40'36"	N 77°23'05" E	N 80°03'40" E
C8	46.11'	93.68'	28°12'14"	S 04°29'48" W	S 23°42'26" E
C9	45.63'	38.00'	68°47'40"	S 23°42'26" E	N 87°29'53" E
C10	12.51'	58.00'	12°21'39"	N 87°29'53" E	S 80°08'27" E
C11	38.45'	98.81'	22°17'32"	N 10°08'03" E	N 32°25'35" E
C12	34.15'	78.81'	24°49'31"	N 32°25'35" E	N 07°36'04" E
C13	36.64'	58.00'	36°11'57"	S 59°54'23" E	S 23°42'26" E
C14	91.28'	113.68'	46°00'27"	S 23°42'26" E	S 22°18'00" W
C15	78.81'	310.00'	14°34'00"	N 86°56'19" E	S 78°29'40" E
C16	23.48'	140.00'	9°36'40"	N 78°29'40" W	N 88°06'20" W
C17	45.77'	140.00'	18°43'57"	N 88°06'20" W	S 73°09'42" W
C18	70.84'	80.00'	50°44'01"	S 73°09'42" W	S 22°25'42" W
C19	17.69'	44.00'	23°02'07"	N 22°25'42" E	N 45°27'49" E

PREPARED BY:

L.P. COOK
& COMPANY, Inc.

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PAGE 2 OF 2

EXHIBIT D

MAP OF SECTIONS FOR ALLOCATING REPAIR AND MAINTENANCE COSTS

EXHIBIT D

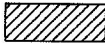


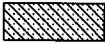
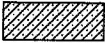
NOT TO SCALE

LOT CORNER—SET GALVANIZED BOAT SPIKE & WASHER "LS 4285" AT LOT CORNER

POINT OF BEGINNING

S 50°01'01" W
0.06'

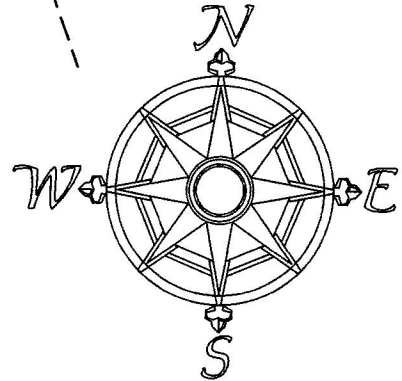
LOT 1

-  AREA 1
-  AREA 2
-  AREA 3
-  AREA 4
-  AREA 5

AREA 2

NOT A PART

APN 013-040-002



LOT 2

AREA 5

AREA 3

SUBJECT EASEMENT

AREA 1

AREA 4

LOT 3

SEE PAGE 2 FOR LINE & CURVE TABLES
IN EXHIBIT C-2

EAST

MOUNTAIN

DR.

PREPARED BY:

L.P. COOK
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PAGE 1 OF 1

**MONTECITO WATER DISTRICT
WATER WORKS OPERATION REPORT
JANUARY 2018**

	Jameson Lake	Cachuma Lake
Full Reservoir Elevation	2223.87	750
Full Reservoir Storage (acre feet)	5,114	184,121
Elevation (feet) December 31, 2017	2199.43	701.63
Elevation (feet) January 31, 2018	2203.58	701.98
Elevation Change for Month (feet)	4.15	0.35
Full Reservoir Elevation Difference (feet)	-20.29	-48.02
Storage (acre feet) December 31, 2017	2,578	74,813
Storage (acre feet) January 31, 2018	2,936	75,384
Storage Change for Month (acre feet)	358	571
Full Reservoir Storage Difference (acre feet)	-2,178	-108,737
Alder Creek Inflow (acre feet)	NA	
Jameson Lake Inflow (acre feet)	NA	

WATER PRODUCTION

District Surface Sources (af)

Jameson	Fox	Doulton	Arch Meter	Weirs 1 & 2	
6.75	0.00	16.94	8.00	0.00	
Total District Surface Production (1):					31.69

Cachuma Turnouts (af) (Cachuma & State Water)

Barker Pass	Office	E Valley	Sheffield	Lambert Rd	
68.57	30.77	104.20	1.82	0.45	
Toro Canyon	Ortega Control (Lat 1)	Ortega Pump	Asegua Road	County Yard	
0.64	1.17	8.72	2.66	0.00	
Total SCC Meters:					219.00
Cachuma Production:					0.00
State Water Credit (Warren Act Contract):					219.00
SWP Portion of SCC Losses:					18
SWP Portion of Evaporation:					4
Santa Ynez ID #1 Exchange					270
Cachuma Portion of SCC Losses:					0
Cachuma Portion of Evaporation:					6.6
Cachuma Remaining Balance:					2035.3
State Water Stored in Cachuma:					659

District Wells (af)

Amapola	Ennisbrook 2	Ennisbrook 5	Paden 2	L.E. II	T. Mosby Well
3.83	5.02	3.09	12.74	0.00	6.14
Las Fuentes	Edgewood Well 3	EVR 3	EVR 4	EVR 6	Valley Club
0.27	2.37	0.25	0.00	0.16	0.27
Total Wells:					34.14
Total District Water Production:					284.83

**MONTECITO WATER DISTRICT
WATER WORKS OPERATION REPORT**

JANUARY 2018

WEATHER

Rainfall (inches)	Office	Doulton	Juncal
Jan 2018	2.38	3.70	3.60
Jan 2017	9.05	11.62	11.07
Historical Monthly Average	4.19	5.55	6.31
Season to Date	2.91	4.34	4.06
Last Year Season to Date	14.91	18.43	16.85
Historical Season Average to Date	10.16	13.94	14.49

Jameson Lake Air Temperature Averages:

Low	High
na	na

WATER PRODUCTION vs. METERED USE

Water Production (af):	284.8	Meter Use (af):**	216.0
Estimated Debris Flow Loss (af):***	17.8	Est Debris Flow Credits (af):*	12.96
Revised Water Production (af):	267.0	Revised Meter Use (af):**	203.1
No. of Days in Production Period:	33	City of SB Intertie (af):	0.0
Average Daily Production (af):	8.1	Adjusted Meter Use (af):**	203.1
Month's Water Loss (af):**	57.6	No. of Days in Demand Period:**	32
Month's Percentage Loss ¹ :**	22%	Average Daily Demand (af):**	6.3
Water Loss² (GAL/mile/d)**	5,860	Water Loss³ (GAL/connection/d)**	146

* Credits issued as of March 13, 2018

** Does not include 100+ meters not read due to debris damage.

***Storage loss of 5.8 million gallons during debris flow event.

¹ Loss as a PERCENTAGE is a poor performance indicator due to seasonal production & sales variability

² AWWA only uses loss/mile of pipe for agencies with low density of services (less than 32 connections/mile)

³ AWWA recommends loss per service connection as a system performance indicator for higher density areas

METER SALES

Meters Removed Per Customer Request:	0
New Installations:	0
Total Meters:	4,605

**MONTECITO WATER DISTRICT
WATER WORKS OPERATION REPORT
FEBRUARY 2018**

	Jameson Lake	Cachuma Lake
Full Reservoir Elevation	2223.87	750
Full Reservoir Storage (acre feet)	5,114	184,121
Elevation (feet) January 31, 2018	2203.58	701.98
Elevation (feet) February 28, 2018	2203.17	701.79
Elevation Change for Month (feet)	-0.41	-0.19
Full Reservoir Elevation Difference (feet)	-20.70	-48.21
Storage (acre feet) January 31, 2018	2,936	75,384
Storage (acre feet) February 28, 2018	2,899	75,074
Storage Change for Month (acre feet)	-37	-310
Full Reservoir Storage Difference (acre feet)	-2,215	-109,047
Alder Creek Inflow (acre feet)	NA	
Jameson Lake Inflow (acre feet)	0	

WATER PRODUCTION

District Surface Sources (af)

Jameson	Fox	Doulton	Arch Meter	Weirs 1 & 2	
0.00	0.00	18.23	7.26	0.00	
Total District Surface Production (1):					25.49

Cachuma Turnouts (af) (Cachuma & State Water)

Barker Pass	Office	E Valley	Sheffield	Lambert Rd	
70.34	0.27	166.43	2.56	0.45	
Toro Canyon	Ortega Control (Lat 1)	Ortega Pump	Asegra Road	County Yard	
0.12	1.88	12.11	2.95	0.00	
Total SCC Meters:					257.11
Cachuma Production:					0.00
State Water Credit (Warren Act Contract):					257.11
SWP Portion of SCC Losses:					58
SWP Portion of Evaporation:					5
Santa Ynez ID #1 Exchange					253
Cachuma Portion of SCC Losses:					0
Cachuma Portion of Evaporation:					8.0
Cachuma Remaining Balance:					2027.4
State Water Stored in Cachuma:					591

District Wells (af)

Amapola	Ennisbrook 2	Ennisbrook 5	Paden 2	L.E. II	T. Mosby Well
0.00	0.00	0.00	0.00	0.00	0.00
Las Fuentes	Edgewood Well 3	EVR 3	EVR 4	EVR 6	Valley Club
0.00	3.73	0.00	0.00	0.00	0.00
Total Wells:					3.73
Total District Water Production:					286.33

**MONTECITO WATER DISTRICT
WATER WORKS OPERATION REPORT
FEBRUARY 2018**

WEATHER

Rainfall (inches)	Office	Doulton	Juncal
Feb 2018	0.19	0.12	0.27
Feb 2017	12.16	15.14	11.59
Historical Monthly Average	4.36	5.97	6.76
Season to Date	3.10	4.46	4.33
Last Year Season to Date	27.07	33.57	28.44
Historical Season Average to Date	14.52	19.91	21.25

Jameson Lake Air Temperature Averages:

Low	High
na	na

WATER PRODUCTION vs. METERED USE

Water Production (af):	286.3	Meter Use (af):	288.9
No. of Days in Production Period:	28	No. of Days in Demand Period:	33
Average Daily Production (af):	10.2	Average Daily Demand (af):	8.8
Month's Water Loss (af):	41.2	Adjusted Meter Use for # of Read Days (af):	245.1
Month's Percentage Loss ¹ :	14%	Water Loss ³ (GAL/connection/d)	104
Water Loss ² (GAL/mile/d)	4,192		

¹ Loss as a PERCENTAGE is a poor performance indicator due to seasonal production & sales variability

² AWWA only uses loss/mile of pipe for agencies with low density of services (less than 32 connections/mile)

³ AWWA recommends loss per service connection as a system performance indicator for higher density areas

METER SALES

Meters Removed Per Customer Request:	0
New Installations:	0
Total Meters:	4,605

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 5-A

DATE: MARCH 20, 2018

TO: BOARD OF DIRECTORS

FROM: BUSINESS MANAGER

SUBJECT: JANUARY 2018 FINANCIAL REPORTS

RECOMMENDATION:

For information and discussion only.

BACKGROUND:

Each month, staff prepares a financial package that contains information comparing actual results against the budget, historical activity and other statistical data in order to identify potential fluctuations and/or trends. The information is reported to the Finance Committee and then to the Board of Directors, on a timely basis, for further discussion and appropriate Board action, if applicable.

Included in this financial package are the **Monthly Financial Statements** which include the Statement of Revenue and Expenditures and accompanying footnotes, the Statement of Net Position and the Statement of Cash Flows. These reports are prepared on an accrual basis and formatted much the same as the Annual Audited Financial Statements. These reports are prepared to provide the District's Board of Directors and customers with information about the activities and performance of the District during the month using accounting methods similar to those used by private sector companies and consistent with generally accepted accounting principles.

The financial package also includes **Dashboard Reports** which graphically depict various water sales data including water sales by classification, water sales for trailing 12, 24 and 36 months, water sales by tier and several other key trend indicators. The **Water Sales Analysis** and the **Metered Water Sales Report** track current year activity in both units of water sold (acre feet) and metered water sales.

ANALYSIS:

1. WATER SALES ANALYSIS – JANUARY, 2018

MONTH TO DATE WATER SALES (AF)				
CLASSIFICATION	ACTUAL	BUDGET	VARIANCE	
			AF	%
Single Family	172.84	129.30	43.54	33.7%
Multi Family	3.71	7.56	(3.85)	(51.0%)
Agricultural	12.02	1.80	10.22	569.0%
Institutional	12.16	14.28	(2.12)	(14.8%)
Commercial	11.97	29.77	(17.80)	(59.8%)
Non-Potable	3.34	0.00	3.34	#DIV/0!
Monthly Total	216.04	182.70	33.34	18.2%

YEAR TO DATE WATER SALES (AF)				
CLASSIFICATION	ACTUAL	BUDGET	VARIANCE	
			AF	%
Single Family	1,803.86	1,662.13	141.73	8.5%
Multi Family	37.96	46.91	(8.95)	(19.1%)
Agricultural	201.77	182.13	19.64	10.8%
Institutional	149.24	219.46	(70.22)	(32.0%)
Commercial	143.63	172.29	(28.66)	(16.6%)
Non-Potable	91.68	68.78	22.90	33.3%
Yearly Total	2,428.14	2,351.70	76.44	3.3%

A. Water Sales in Acre Feet (AF)

During the month of January 2018, MWD sold 216.04 AF of water to its customers compared to a budgeted amount 182.70 AF which translates to a budget variance of +33.34 AF or 18.2%. The reason for the variance has to do with the budget process and timing, not an increase in sales versus the prior month.

B. Sales by Classification

YEAR TO DATE WATER SALES (\$)				
CLASSIFICATION	CURRENT YTD	BUDGET YTD	VARIANCE	
			\$	%
Single Family	\$ 4,463,245	\$ 4,161,044	\$ 302,201	7.3%
Multi Family	89,324	110,581	(21,257)	(19.2%)
Agricultural	281,908	258,050	23,858	9.2%
Institutional	408,873	569,898	(161,025)	(28.3%)
Commercial	384,877	464,154	(79,277)	(17.1%)
Non-Potable	55,910	41,946	13,964	33.3%
Adjustments	-	-	-	0.0%
Monthly Total	\$ 5,684,137	\$ 5,605,673	\$ 78,464	1.4%

2. STATEMENT OF REVENUE AND EXPENDITURES – JANUARY 2018

A. Revenues

Total Revenue YTD as of January 31, 2018 is \$11,666,903 compared to the YTD Budget of \$12,027,788 for a budget variance of -\$360,885 or -3%.

REVENUE	YTD ACTUAL	YTD BUDGET	OVER (UNDER)
WATER SALES	5,684,138	5,605,672	78,465
WSE SURCHARGE	3,423,743	3,445,048	(21,305)
ORDINANCE 94 PENALTIES	(3,105)	-	(3,105)
SERVICE CHARGES	2,131,342	2,494,365	(363,024)
WATER AVAILABILITY CHARGE	175,787	178,066	(2,279)
PRIVATE FIRE HYDRANT	40,204	38,747	1,456

LATE CHARGES	31,904	29,758	2,146
SERVICE CONNECTION FEES	17,108	14,953	2,155
CAPITAL COST RECOVERY FEES	56,904	116,179	(59,275)
INTEREST REVENUE - GENERAL	51,102	58,333	(7,231)
OTHER REVENUE (LOSS)	51,596	32,667	18,929
REIMBURSEMENTS	6,182	14,000	(7,818)
TOTAL REVENUE	\$ 11,666,903	\$ 12,027,788	(\$ 360,885)

B. Expenses:

1. JPA Expenses

Total JPA Expenses YTD through January 31, 2018 are \$4,684,335 compared to the YTD budget of \$4,115,903 which is above budget by \$568k. This variance is due to the variable portion of the SWP being above budget by \$273k (but is anticipated to slowly come closer to budget over time as a result of SWP's billing practice), \$216k of supplemental water purchased to repay the AVEK water debt that was not budgeted, as well as other miscellaneous timing differences. Please see footnotes to the Financial Statements for further clarification.

2. MWD Expenses

Total MWD Expenses YTD as of January 31, 2018 are \$4,010,988 compared to the YTD budget of \$4,313,127 which is below budget by \$302k. This variance is primarily due to the following factors – **Engineering**, a recycled water feasibility study has not yet been completed (\$75k), a fish relocation project was not necessary (\$10k), as well as other combined variances \$20k; **Public Information and Conservation**, website development has not yet taken place (\$20k), as well as other combined variances (\$20k); **Administration**, local water supply negotiations planned but not completed (\$232k), as well as other combined variances (\$89k). Please see footnotes to the Financial Statements for further clarification.

ATTACHMENTS:

- 1) Financial Package – January 2018



FINANCIAL REPORTS

BOARD OF DIRECTORS MEETING

For the Month of January 2018

March 20, 2018

MONTECITO WATER DISTRICT
STATEMENT OF REVENUE AND EXPENDITURES
 January 31, 2018

REVENUE	MTD ACTUAL	MTD BUDGET	OVER (UNDER)
WATER SALES	400,615	448,969	(48,354)
WSE SURCHARGE	249,887	185,431	64,456
ORDINANCE 94 PENALTIES	-	-	-
SERVICE CHARGES	391	356,084	(355,693)
WATER AVAILABILITY CHARGE	-	-	-
PRIVATE FIRE HYDRANT	5,869	5,619	250
LATE CHARGES	116	4,252	(4,136)
SERVICE CONNECTION FEES	3,120	-	3,120
CAPITAL COST RECOVERY FEES	-	-	-
INTEREST REVENUE - GENERAL	7,222	8,333	(1,111)
OTHER REVENUE (LOSS)	4,434	4,667	(233)
REIMBURSEMENTS	-	2,000	(2,000)
TOTAL REVENUE	\$ 671,652	\$ 1,015,354	(\$ 343,702)
OPERATING EXPENSE			
DIRECT EXPENSE			
JPA OPERATING EXPENSE			
CACHUMA OPERATIONS & MAINT BOARD (COMB)	76,415	-	76,415
CACHUMA CONSERVATION & RELEASE BOARD (CCRB)	8,638	-	8,638
US BUREAU OF RECLAMATION (USBR)	-	-	-
CATER WATER TREATMENT PLANT	-	-	-
STATE WATER PROJECT (SWP) - FIXED	410,975	410,975	-
STATE WATER PROJECT (SWP) - VARIABLE	89,511	1,875	87,636
SUPPLEMENTAL WATER PURCHASE	-	-	-
TOTAL JPA OPERATING EXPENSE	\$ 585,540	\$ 412,850	\$ 172,689
MWD DIRECT EXPENSE			
JAMESON	20,329	7,938	12,390
TRANSMISSION & DISTRIBUTION	151,955	113,807	38,148
TREATMENT	111,589	91,645	19,944
TOTAL MWD DIRECT EXPENSE	\$ 283,873	\$ 213,390	\$ 70,483
TOTAL DIRECT EXPENSES	869,412	626,240	(243,172)
MWD INDIRECT EXPENSE			
ENGINEERING	30,671	54,589	(23,918)
CUSTOMER SERVICE	40,658	33,184	7,474
PUBLIC INFORMATION / CONSERVATION	8,539	6,345	2,194
FLEET	21,556	14,078	7,478
ADMINISTRATION (incl Depreciation)	257,819	229,195	28,624
TOTAL MWD INDIRECT EXPENSE	\$ 359,243	\$ 337,391	\$ 21,852

YTD ACTUAL	YTD BUDGET	OVER (UNDER)
5,684,138	5,605,672	78,465
3,423,743	3,445,048	(21,305)
(3,105)	-	(3,105)
2,131,342	2,494,365	(363,024)
175,787	178,066	(2,279)
40,204	38,747	1,456
31,904	29,758	2,146
17,108	14,953	2,155
56,904	116,179	(59,275)
51,102	58,333	(7,231)
51,596	32,667	18,929
6,182	14,000	(7,818)
\$ 11,666,903	\$ 12,027,788	(\$ 360,885)
344,276	279,487	64,789
60,464	51,826	8,638
49,707	51,550	(1,843)
323,417	315,000	8,417
2,876,828	2,876,827	1
814,119	541,213	272,907
215,525	-	215,525
\$ 4,684,335	\$ 4,115,903	\$ 568,433
86,865	68,375	18,490
858,544	829,786	28,757
744,405	673,539	70,866
\$ 1,689,814	\$ 1,571,700	\$ 118,114
6,374,149	5,687,603	(686,546)
259,436	347,882	(88,447)
248,925	230,689	18,236
40,685	87,191	(46,506)
115,373	97,931	17,443
1,656,754	1,977,733	(320,979)
\$ 2,321,174	\$ 2,741,427	(\$ 420,253)

Footnote

- (1)
- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)

TOTAL OPERATING EXPENSE	\$ 1,228,655	\$ 963,631	\$ 265,024
NET OPERATING SURPLUS / (DEFICIT)	(\$ 557,003)	\$ 51,723	(\$ 608,726)
NON OPERATING EXPENSE			
2004 DWR ORTEGA LOAN	-	-	-
BOND INTEREST EXPENSE	(13,822)	-	(13,822)
CATER DWR LOAN	-	-	-
CATER CAPITAL	-	-	-
CATER OZONE	-	-	-
TOTAL NON OPERATING EXPENSE	(\$ 13,822)	\$ -	(\$ 13,822)
NET OPERATING SURPLUS / (DEFICIT)	(\$ 570,825)	\$ 51,723	(\$ 622,548)
NET POSITION, BEGINNING OF PERIOD	\$ 32,116,920	\$ 31,783,527	\$ 333,393
NET POSITION, END OF PERIOD	\$ 31,546,095	\$ 31,835,250	(\$ 289,155)

\$ 8,695,323	\$ 8,429,030	\$ 266,293
\$ 2,971,580	\$ 3,598,758	(\$ 627,178)
(79,163)	(295,200)	216,037
(345,231)	(345,231)	0
(115,824)	(115,824)	0
-	-	-
(138,173)	-	(138,173)
(\$ 678,390)	(\$ 756,255)	\$ 77,865
\$ 2,293,190	\$ 2,842,503	(\$ 549,313)
\$ 29,252,905	\$ 28,992,747	\$ 260,158
\$ 31,546,095	\$ 31,835,250	(\$ 289,155)

(13)

January 31, 2018

FOOTNOTES

- (1) **WATER SALES (in AF) - MTD OVER** Actual 216.0 and Budget 182.7 = Variance 33.3; **YTD OVER** Actual 2,428.1 and Budget 2,351.7 = Variance 76.4
- (2) **SERVICE CHARGES - MTD UNDER and YTD UNDER** Meter Service Charge was forgiven for the month of January due to the 1/9 event
- (3) **CAPITAL COST RECOVERY - YTD UNDER** Anticipated new meter installations have not occurred
- (4) **OTHER REVENUE - YTD OVER** Gain on the sale of fixed assets
- (5) **COMB - MTD OVER by \$76k ; YTD OVER by \$65k** due to timing differences
- (6) **STATE WATER PROJECT (VARIABLE) -MTD OVER BY \$89k; YTD OVER \$273K** Timing difference. Anticipate slow-down in billing in coming months.
- (7) **SUPPLEMENTAL WATER PURCHASE - YTD OVER** Net purchases from Santa Maria to leave \$500,000 in Water Repayment Debt to AVEK relating to 2015 purchase.
- (8) **TRANSMISSION & DISTRIBUTION - MTD OVER by \$38k** - Salaries and Benefits (\$29k), Water System Fees (timing) (\$9k)
- (9) **TREATMENT - MTD OVER by \$19k** Salaries and Benefits **YTD OVER by \$51k** Salaries OVER by (\$43k) Overtime related to Thomas Fire & Debris Flow, Supplies (\$10k), Outside Service (\$10k), Electricity (\$7k)
- (10) **ENGINEERING - MTD UNDER by \$23k** Recycled Water Feasibility Study (timing) (\$19k), SGMA (\$6k)
YTD UNDER by \$88k GIS (\$12k); SGMA (\$28k); Fish Relocation (\$10k); Recycled Water Feasibility (\$75k); Supplies (OVER) (8k); Outside Services (OVER) (\$52k)
- (11) **PUBLIC INFORMATION / CONSERVATION MTD OVER \$2k-** Salaries and Benefits debris flow; **YTD UNDER by \$46k** Website development (\$20k);Postage (\$8k); Legal-Special (\$10k); Conserv Prg (5k)
- (12) **ADMINISTRATION - MTD OVER by \$29k** Local Water Supply Negotiations (timing)(\$40k); Insurance (under) (\$6k); Legal (under) (\$4k)
YTD UNDER by \$321k - Salaries (\$12k); Local Water Supply Negotiations (\$232k); Rate Sutdy (\$19k); LAFCO (\$10k); Insurance (\$12k); Computer (\$9k); Building Maintenance (\$25K)
- (13) **BOND INTEREST - MTD OVER \$14k** - Timing

**MONTECITO WATER DISTRICT
STATEMENT OF NET POSITION - UNAUDITED
January 31, 2018**

ASSETS

Current:

Cash and investments

Operating accounts

Board reserves:

Reserve for Operations	\$ 3,400,000	
Reserve for Emergencies	\$ 1,000,000	
Reserve for Unanticipated Projects	\$ 1,000,000	
	\$ 5,400,000	

Unreserved Cash \$ 8,812,275

Legal settlement reserve \$ -

Total unrestricted cash and investments \$ 14,212,275

Restricted - cash and investments \$ 3,467,884

Total Cash (unrestricted & restricted) \$ 17,680,159

Other Investments - Semitropic Shares \$ 630,000 \$ 630,000

Receivables:

Accounts receivable - water sales & services, net \$ 897,365

Accounts receivable - other \$ 74,581

Accrued Interest \$ 2,630

Materials and supplies inventory \$ 260,345

Prepaid water charges (SWP and other prepaid water) \$ 4,659,939

Prepaid expenses and other deposits \$ 176,010

Total Current Assets \$ 6,070,869

Noncurrent:

Capital assets - not being depreciated \$ 1,029,052

Capital assets - being depreciated, net \$ 31,301,985

Total Noncurrent Assets \$ 32,331,037

DEFERRED OUTFLOWS OF RESOURCES

Deferred pensions \$ 1,116,776

Total Deferred Outflows of Resources \$ 1,116,776

TOTAL COMBINED ASSETS:

\$ 57,828,841

**MONTECITO WATER DISTRICT
STATEMENT OF NET POSITION - UNAUDITED
January 31, 2018 (Continued)**

LIABILITIES

Current:

Accounts payable and accrued expenses	\$	10,858	
Accrued wages and related payables	\$	5,958	
Unearned revenue and other deposits	\$	72,714	
Accrued interest payable	\$	-	
Long-term liabilities - due within one year:			
Accrued compensated absences	\$	143,635	
Bonds Payable	\$	-	
Loan Payable	\$	635,016	
Total Current Liabilities		635,016	\$ 868,182

Noncurrent:

Accrued compensated absences	\$	369,087	
Accrued water exchange transfer	\$	500,000	
Bonds payable	\$	13,360,000	
Loan payable	\$	6,083,751	
Legal settlement payable	\$	-	
Other post-employment benefits payable	\$	780,930	
Net pension liability	\$	3,797,410	
Total Noncurrent Liabilities		24,891,178	\$ 24,891,178
Total Liabilities			\$ 25,759,360

DEFERRED INFLOWS OF RESOURCES

Deferred pensions	\$	523,384	
Total Deferred Inflows of Resources		523,384	\$ 523,384

NET POSITION

Net investment in capital assets	\$	12,072,809	
Restricted	\$	3,467,884	
Unrestricted	\$	16,005,404	
Total Net Position		31,546,097	\$ 31,546,097

TOTAL COMBINED LIABILITIES, DEFERRALS AND NET POSITION:

\$ 57,828,841

**MONTECITO WATER DISTRICT
STATEMENT OF CASH FLOWS - UNAUDITED
January 31, 2018**

CASH FLOWS FROM OPERATING ACTIVITIES

	MTD	YTD
Operating Income (loss)	\$ (564,225)	\$ 2,920,478
Adjustments to reconcile operating (loss) to net cash provided by operating activities:		
Depreciation	104,601	724,909
Change in assets, deferred outflows of resources, liabilities, and deferred inflows of resources:		
Accounts receivable	831,195	1,076,827
Materials and supplies inventory	-	(12,565)
Prepaid water charges	431,581	3,282,301
Prepaid expenses and other deposits	8,021	(56,207)
Litigation Liability	-	(1,140,668)
Accounts payable	5,578	(895,024)
Accrued wages and related payables	(8,942)	(48,807)
Unearned revenue and other deposits	2,400	41,148
Accrued water exchange transfer	-	(834,475)
Compensated absences	97,060	172,341
	\$ 907,269	\$ 5,230,258
Net cash provided (used) by operating activities	\$ 907,269	\$ 5,230,258

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Acquisition and construction of capital assets	\$ (305,884)	\$ (1,011,250)
Interest Payable	-	-
	\$ (305,884)	\$ (1,011,250)
Net cash provided (used) by capital financing and related activities	\$ (305,884)	\$ (1,011,250)

**MONTECITO WATER DISTRICT
STATEMENT OF CASH FLOWS - UNAUDITED
January 31, 2018 (Continued)**

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Ortega Interest	\$ -	\$ (79,163)
Bond Interest	(13,822)	(345,231)
Cater DWR Loan	-	(115,824)
Cater Capital	-	-
Cater Ozone	-	(138,173)
	<hr/>	<hr/>
Net cash provided (used) by noncapital financing activities	\$ (13,822)	\$ (678,391)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest earnings	\$ 7,222	\$ 51,101
Purchase of underground water banking shares	\$ (630,000)	\$ (630,000)
	<hr/>	<hr/>
Net cash provided by (used) by investing activities	\$ (622,778)	\$ (578,899)

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (35,215)	\$ 2,961,718
	<hr/>	<hr/>
Cash and cash equivalents, beginning of period	\$ 16,829,130	\$ 14,984,127
	<hr/>	<hr/>
Cash and cash equivalents, end of period	\$ 16,793,916	\$ 17,945,845
	<hr/> <hr/>	<hr/> <hr/>

RECONCILIATION TO STATEMENT OF NET POSITION:

Cash and investments - cash equivalents	\$ 14,212,275	\$ 14,212,275
Restricted cash and investments - cash equivalents	3,467,884	3,467,884
	<hr/>	<hr/>
	\$ 17,680,159	\$ 17,680,159
	<hr/> <hr/>	<hr/> <hr/>



DASHBOARD REPORT WATER SALES (AF)

1/31/2018

MONTH TO DATE WATER SALES (AF)				
CLASSIFICATION	ACTUAL	BUDGET	VARIANCE	
			AF	%
Single Family	172.84	129.30	43.54	33.7%
Multi Family	3.71	7.56	(3.85)	(51.0%)
Agricultural	12.02	1.80	10.22	569.0%
Institutional	12.16	14.28	(2.12)	(14.8%)
Commercial	11.97	29.77	(17.80)	(59.8%)
Non-Potable	3.34	0.00	3.34	#DIV/0!
Monthly Total	216.04	182.70	33.34	18.2%

YEAR TO DATE WATER SALES (AF)				
CLASSIFICATION	ACTUAL	BUDGET	VARIANCE	
			AF	%
Single Family	1,803.86	1,662.13	141.73	8.5%
Multi Family	37.96	46.91	(8.95)	(19.1%)
Agricultural	201.77	182.13	19.64	10.8%
Institutional	149.24	219.46	(70.22)	(32.0%)
Commercial	143.63	172.29	(28.66)	(16.6%)
Non-Potable	91.68	68.78	22.90	33.3%
Yearly Total	2,428.14	2,351.70	76.44	3.3%

Fiscal Year = July thru June



DASHBOARD REPORT WATER SALES (\$)

MONTH TO DATE WATER SALES (\$)				
CLASSIFICATION	CURRENT MONTH	BUDGET MONTH	VARIANCE	
			\$	%
Single Family	\$ 308,710	\$ 316,824	\$ (8,114)	(2.6%)
Multi Family	8,746	17,833	(9,087)	(51.0%)
Agricultural	17,954	3,974	13,980	351.8%
Institutional	33,897	28,780	5,117	17.8%
Commercial	29,268	81,557	(52,289)	(64.1%)
Non-Potable	2,040	-	2,040	N/A
Adjustments	-	-	-	0.0%
Monthly Total	\$ 400,615	\$ 448,968	\$ (48,353)	(10.8%)

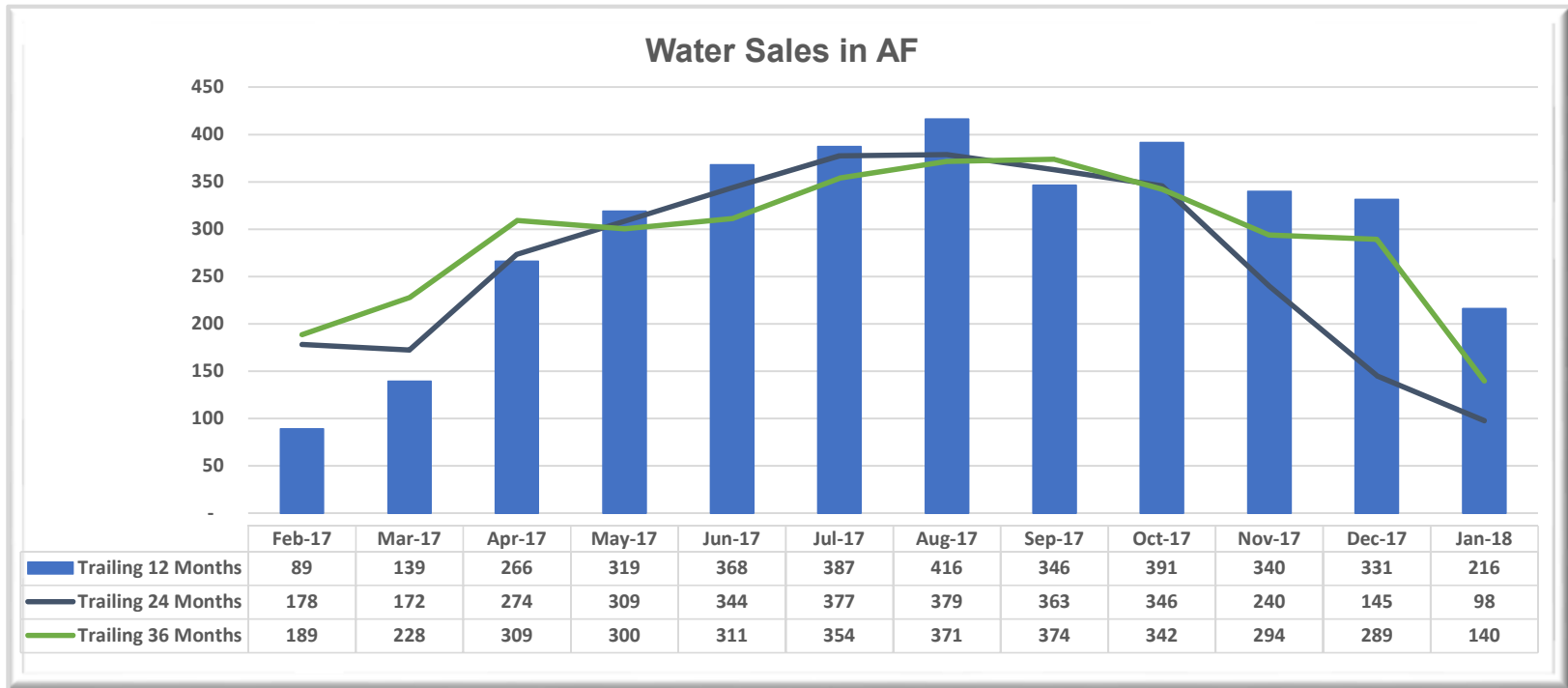
YEAR TO DATE WATER SALES (\$)				
CLASSIFICATION	CURRENT YTD	BUDGET YTD	VARIANCE	
			\$	%
Single Family	\$ 4,463,245	\$ 4,161,044	\$ 302,201	7.3%
Multi Family	89,324	110,581	(21,257)	(19.2%)
Agricultural	281,908	258,050	23,858	9.2%
Institutional	408,873	569,898	(161,025)	(28.3%)
Commercial	384,877	464,154	(79,277)	(17.1%)
Non-Potable	55,910	41,946	13,964	33.3%
Adjustments	-	-	-	0.0%
Monthly Total	\$ 5,684,137	\$ 5,605,673	\$ 78,464	1.4%

Fiscal Year = July thru June

MONTH ENDING

1/31/2018

(Select Date From Drop Down Arrow)

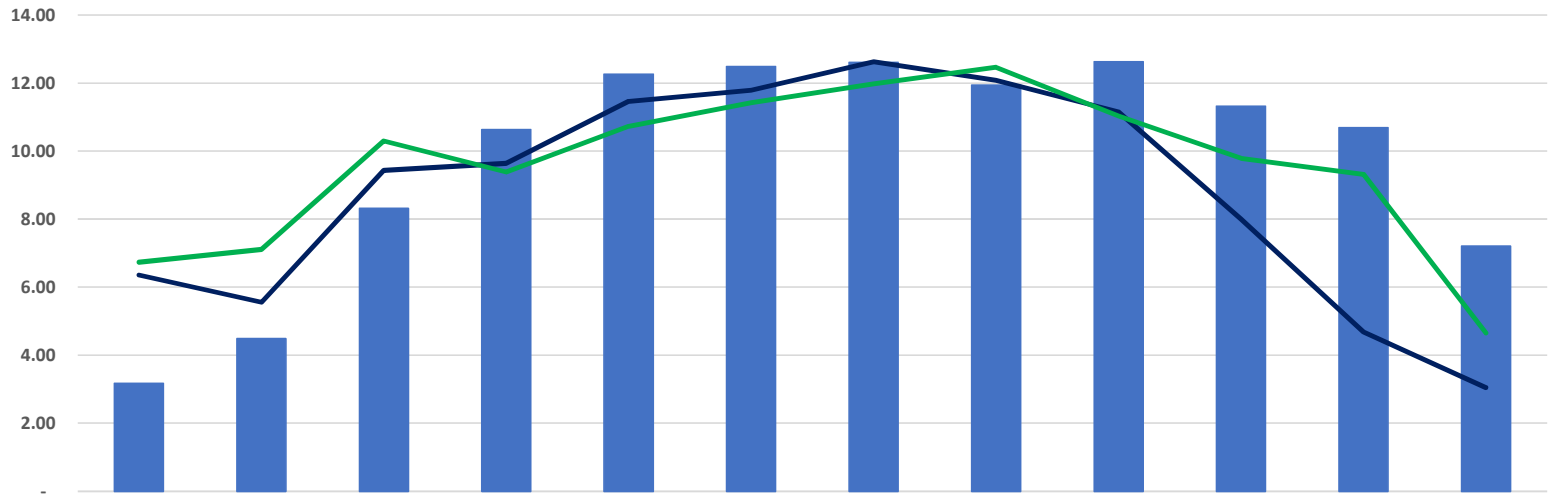


Trailing 12 Months 3,609 AF
 Trailing 24 Months 3,223 AF
 Trailing 36 Months 3,500 AF



1/31/2018

Average Daily Water Sales Per Month (AF)



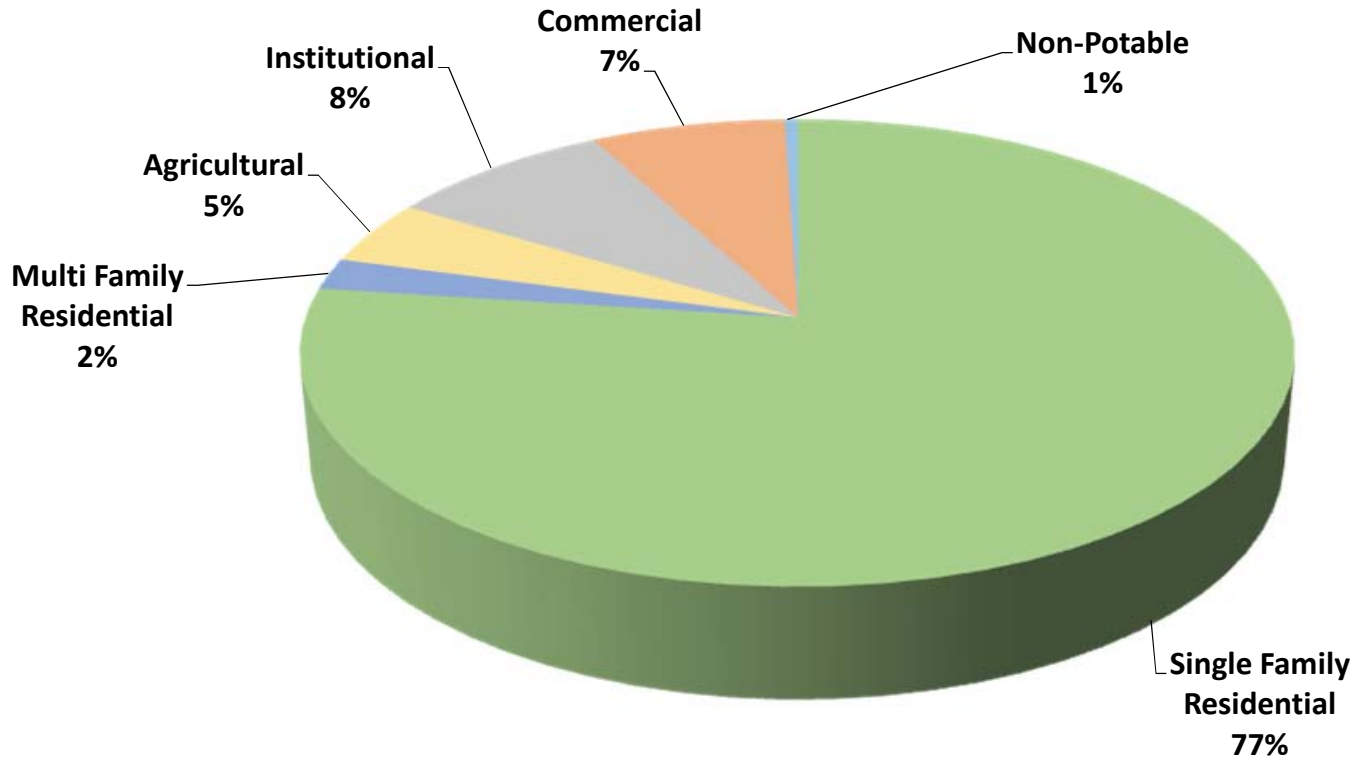
	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Trailing 12 Months	3.17	4.49	8.31	10.63	12.26	12.49	12.61	11.94	12.63	11.32	10.69	7.20
Trailing 24 Months	6.36	5.56	9.43	9.64	11.46	11.79	12.62	12.08	11.15	8.00	4.68	3.05
Trailing 36 Months	6.73	7.11	10.30	9.38	10.73	11.42	11.98	12.46	11.03	9.79	9.32	4.65

MONTH ENDING

1/31/2018

(Select Date From Drop Down Arrow)

Water Sales by Classification January 31, 2018



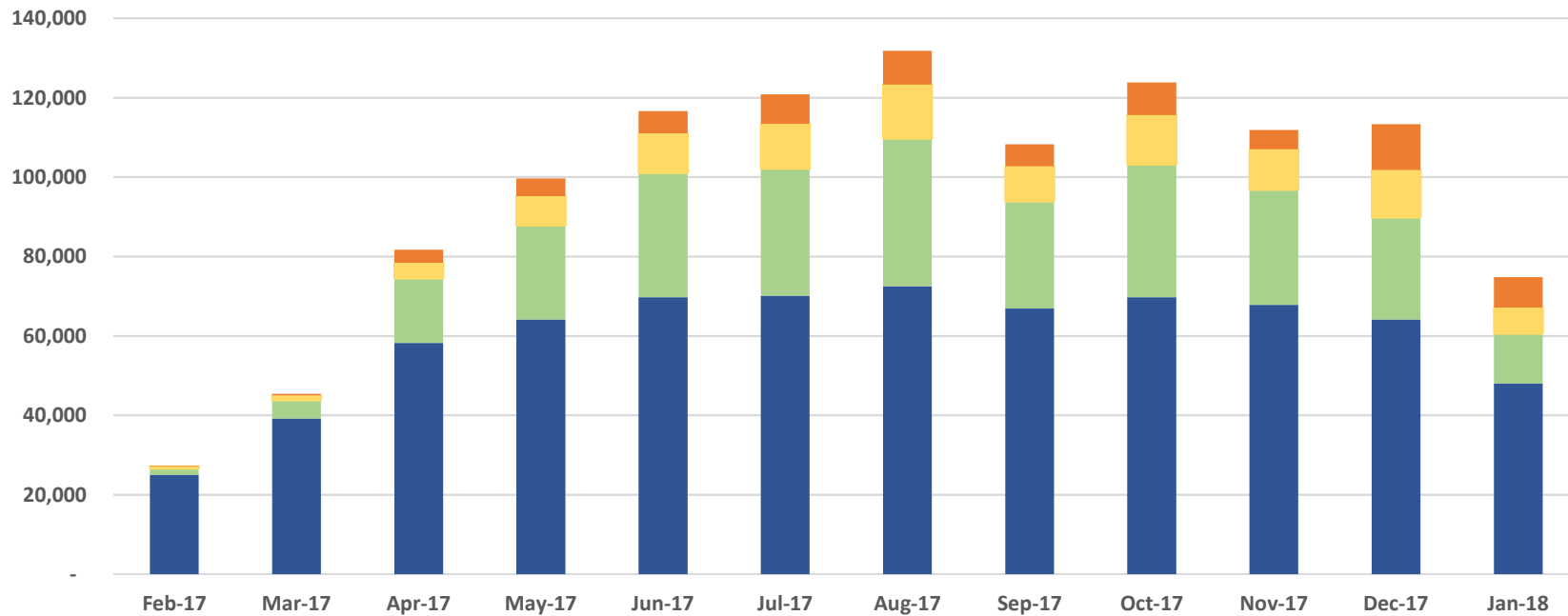


DASHBOARD REPORT SFR CONSUMPTION TRENDS

MONTH ENDING

1/31/2018

Monthly SFR Water Consumption by Tier (HCF)



	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Tier 4	200	400	3,300	4,400	5,600	7,400	8,500	5,500	8,200	4,800	11,500	7,700
Tier 3	500	1,200	3,900	7,400	10,000	11,300	13,600	8,800	12,400	10,200	12,000	6,500
Tier 2	1,600	4,600	16,300	23,700	31,300	32,000	37,200	27,000	33,500	29,000	25,700	12,600
Tier 1	25,000	39,200	58,200	64,100	69,700	70,100	72,500	66,900	69,700	67,800	64,100	48,000

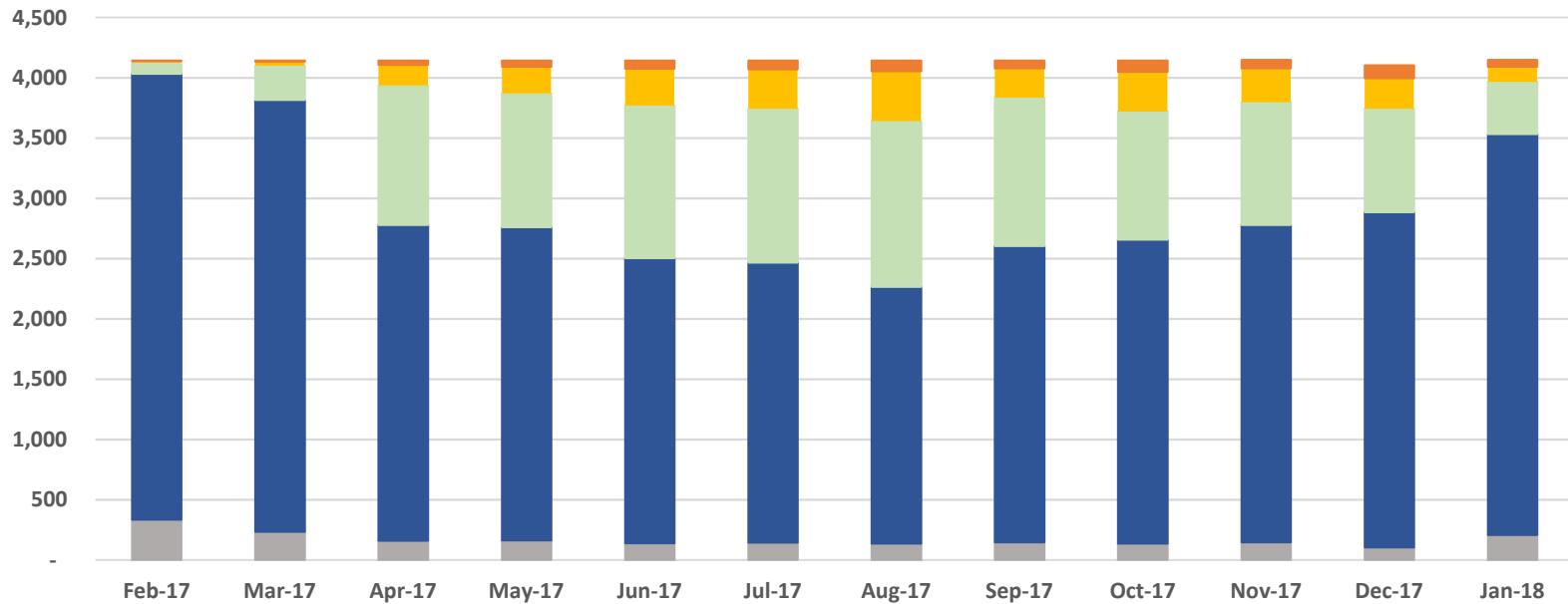


DASHBOARD REPORT SFR CONSUMPTION TRENDS

MONTH ENDING

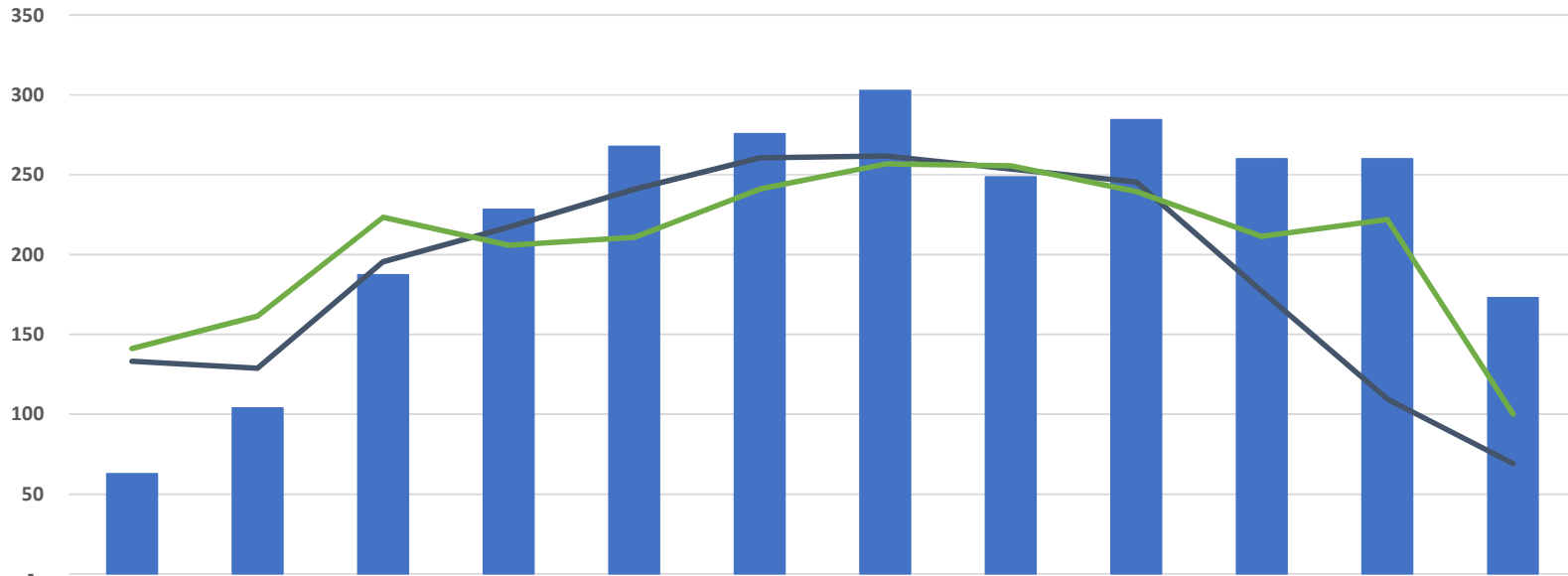
1/31/2018

Monthly SFR Water Consumption by Tier (# of Customers)



	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Tier 4 Usage	3	9	36	50	67	71	89	65	93	67	106	56
Tier 3 Usage	15	34	172	223	307	330	413	243	330	284	255	127
Tier 2 Usage	90	284	1,154	1,108	1,263	1,273	1,375	1,229	1,061	1,017	856	430
Tier 1 Usage	3,700	3,581	2,621	2,597	2,365	2,323	2,128	2,459	2,522	2,632	2,780	3,325
"0" Usage	335	235	160	165	141	146	138	147	137	147	106	209

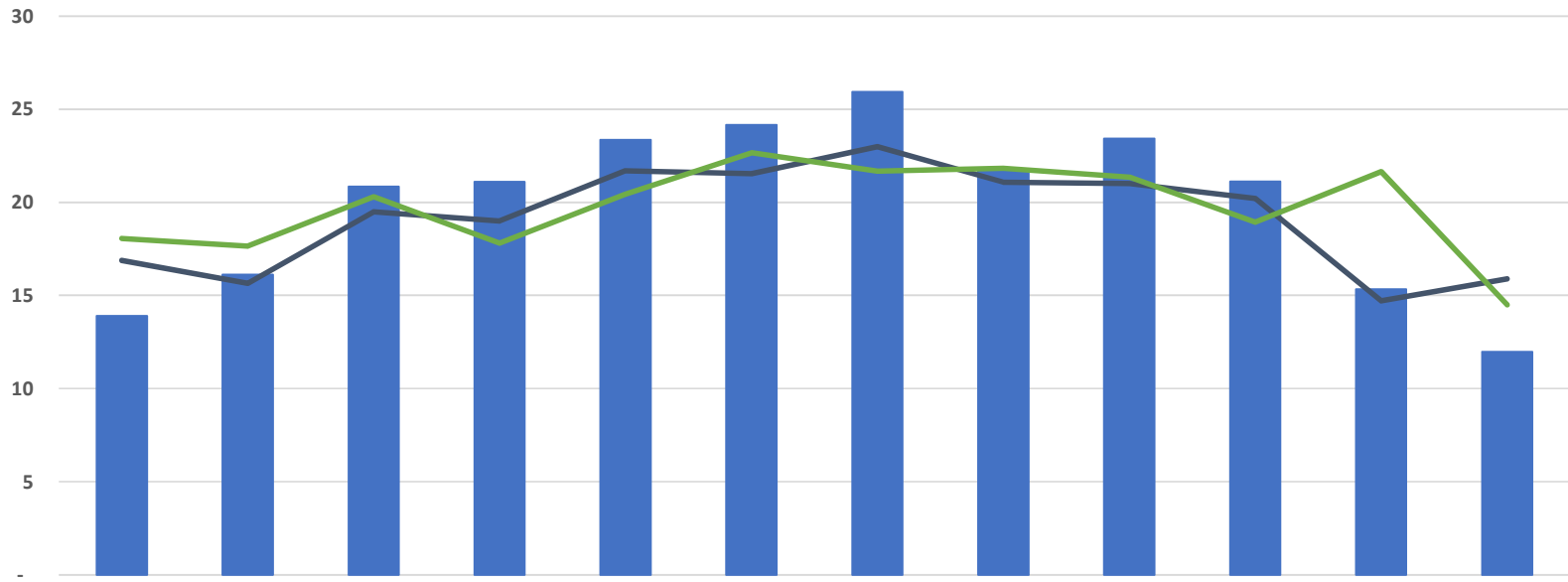
Water Sales by Month (AF) SINGLE FAMILY RESIDENTIAL



	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Trailing 12 Months	63	104	187	228	268	276	303	249	284	260	260	173
Trailing 24 Months	133	129	195	217	241	260	262	253	245	177	109	69
Trailing 36 Months	141	161	223	206	211	241	257	256	239	211	222	100

■ Trailing 12 Months(SINGLE FAMILY RESIDENTIAL) 2,468 AF
■ Trailing 24 Months(SINGLE FAMILY RESIDENTIAL) 2,292 AF
■ Trailing 36 Months(SINGLE FAMILY RESIDENTIAL) 2,654 AF
 Trailing 12 Months vs. Trailing 24 Months: 7.7%
 Trailing 12 Months vs. Trailing 36 Months: (7.0%)

Water Sales by Month (AF) COMMERCIAL

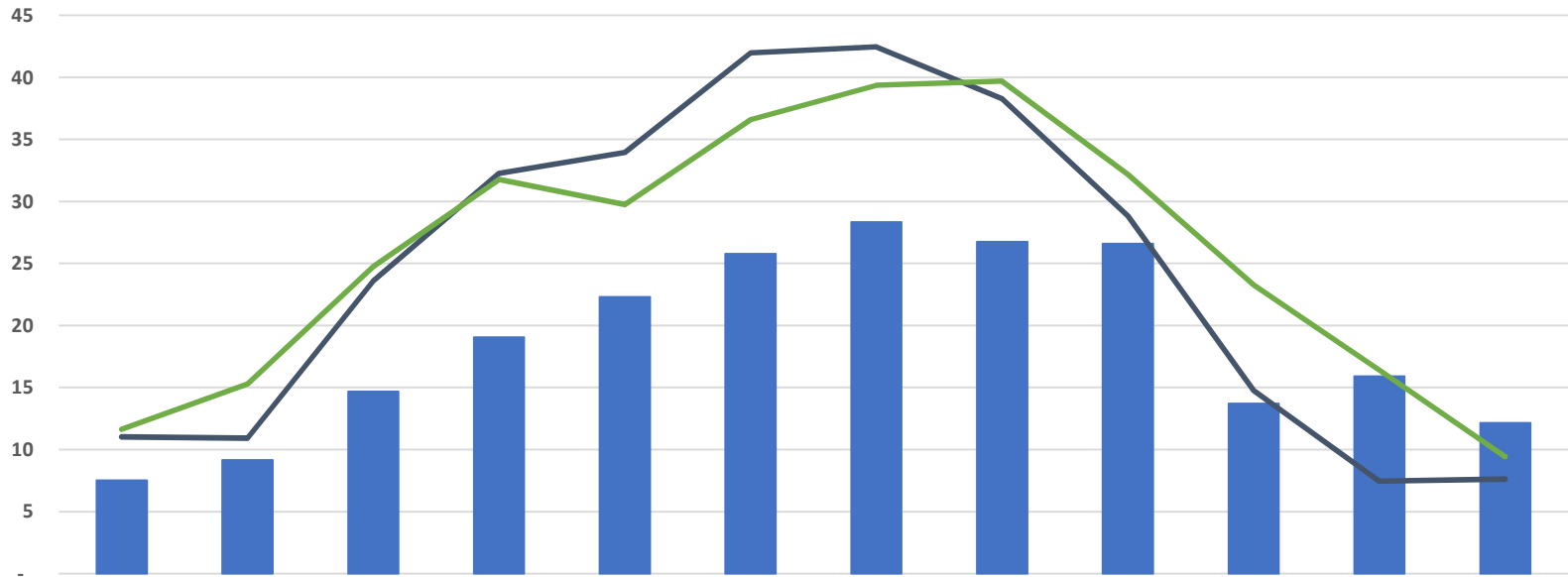


	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Trailing 12 Months	14	16	21	21	23	24	26	22	23	21	15	12
Trailing 24 Months	17	16	20	19	22	22	23	21	21	20	15	16
Trailing 36 Months	18	18	20	18	20	23	22	22	21	19	22	14

Trailing 12 Months (COMMERCIAL) 239 AF
 Trailing 24 Months (COMMERCIAL) 230 AF
 Trailing 36 Months (COMMERCIAL) 237 AF

Trailing 12 Months vs. Trailing 24 Months: 3.8%
 Trailing 12 Months vs. Trailing 36 Months: 0.9%

Water Sales by Month (AF) INSTITUTIONAL

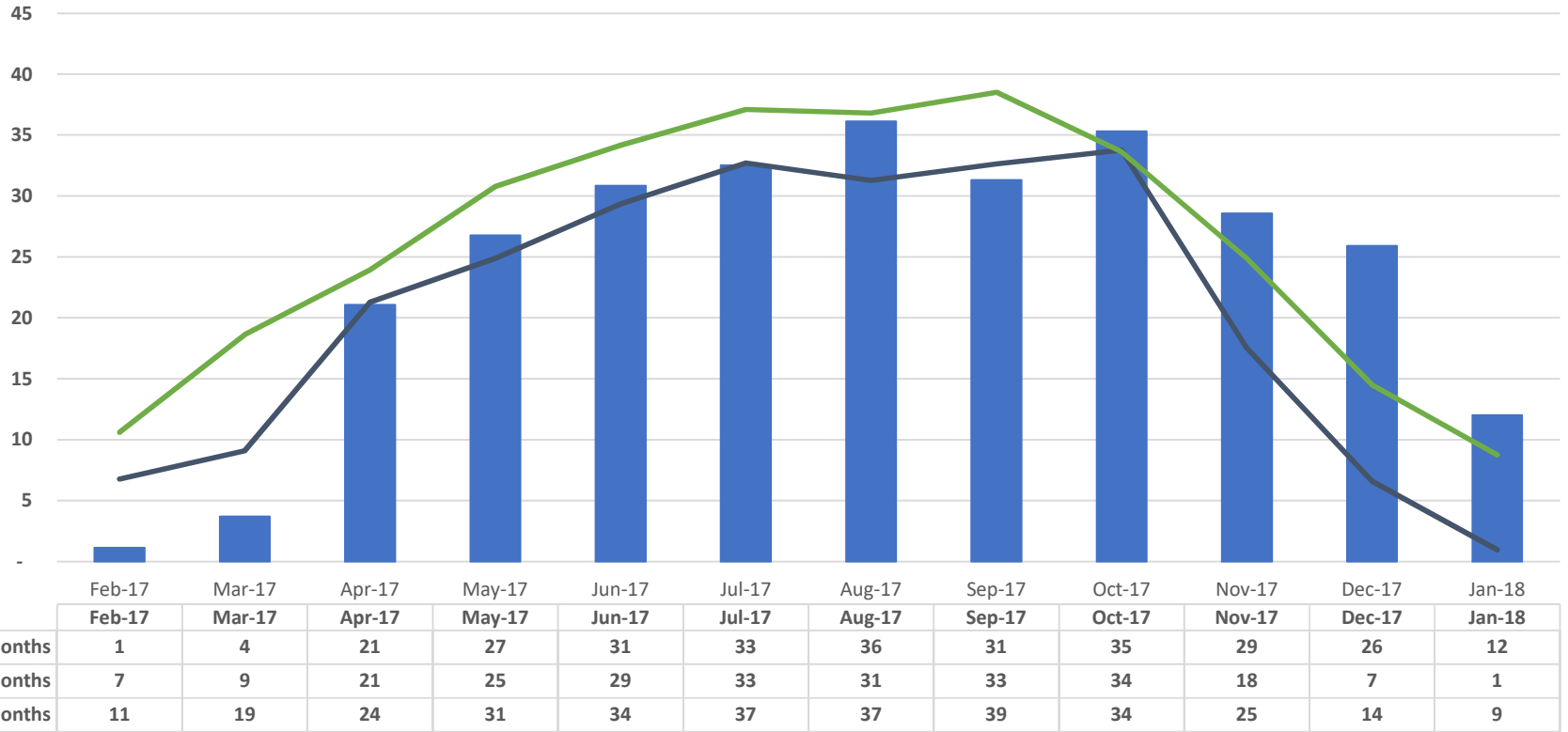


	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Trailing 12 Months	8	9	15	19	22	26	28	27	27	14	16	12
Trailing 24 Months	11	11	24	32	34	42	42	38	29	15	7	8
Trailing 36 Months	12	15	25	32	30	37	39	40	32	23	16	9

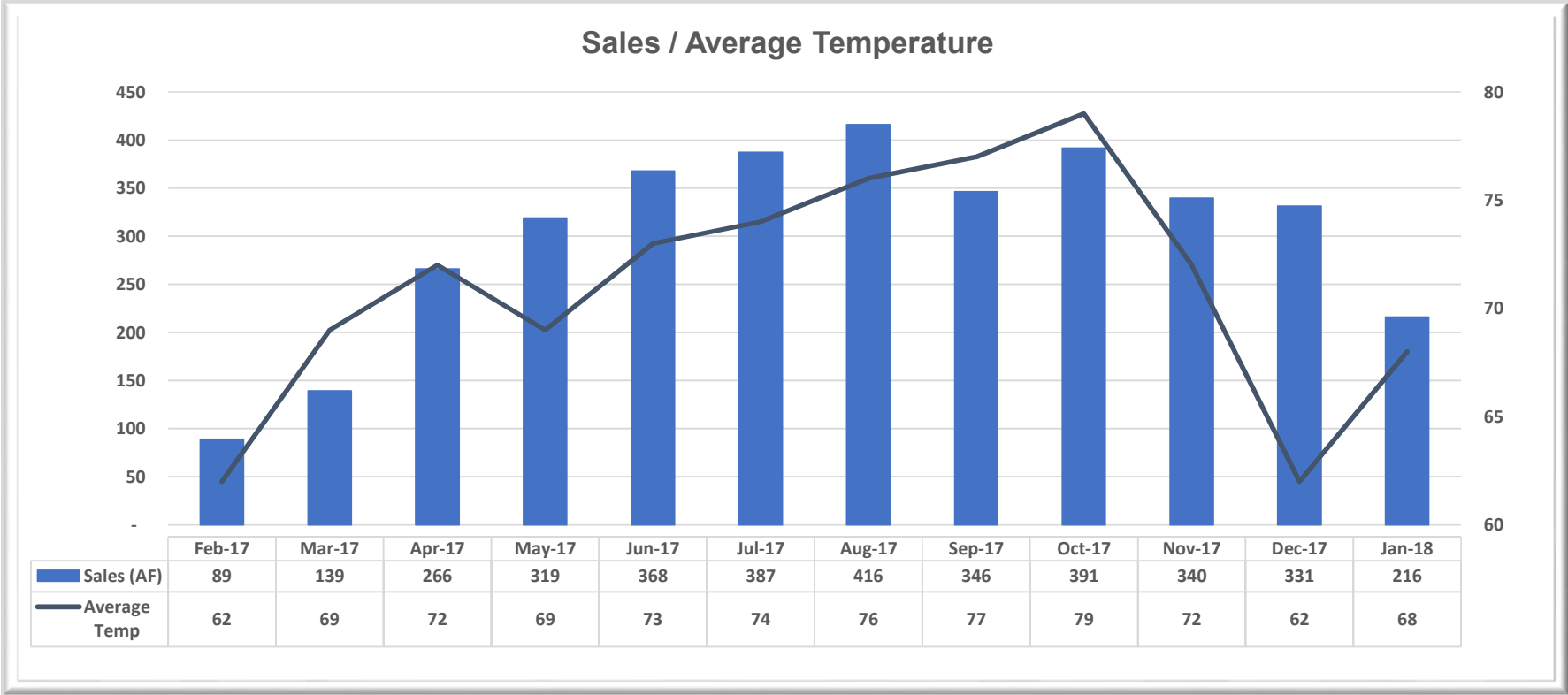
- Trailing 12 Months (INSTITUTIONAL) 222 AF
- Trailing 24 Months (INSTITUTIONAL) 293 AF
- Trailing 36 Months (INSTITUTIONAL) 310 AF

Trailing 12 Months vs. Trailing 24 Months: (24.3%)
 Trailing 12 Months vs. Trailing 36 Months: (28.4%)

Water Sales by Month (AF) AGRICULTURE



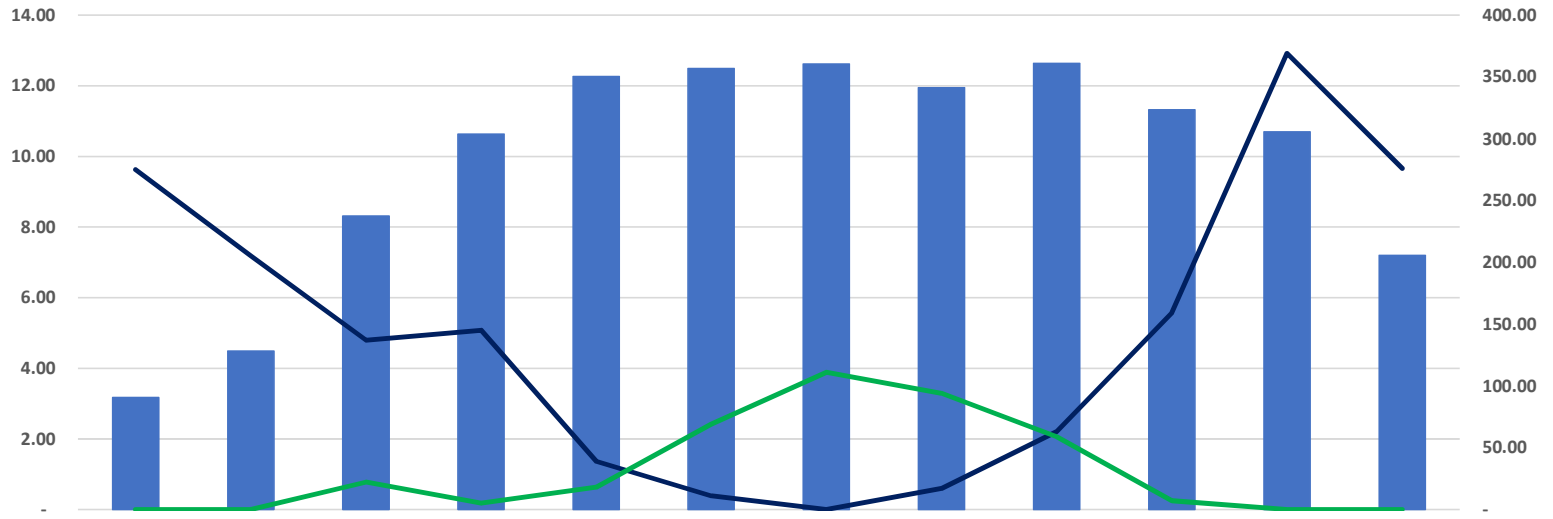
	Trailing 12 Months (AGRICULTURE)	285 AF
	Trailing 24 Months (AGRICULTURE)	247 AF
	Trailing 36 Months (AGRICULTURE)	312 AF
	Trailing 12 Months vs. Trailing 24 Months:	15.5%
	Trailing 12 Months vs. Trailing 36 Months:	(8.7%)





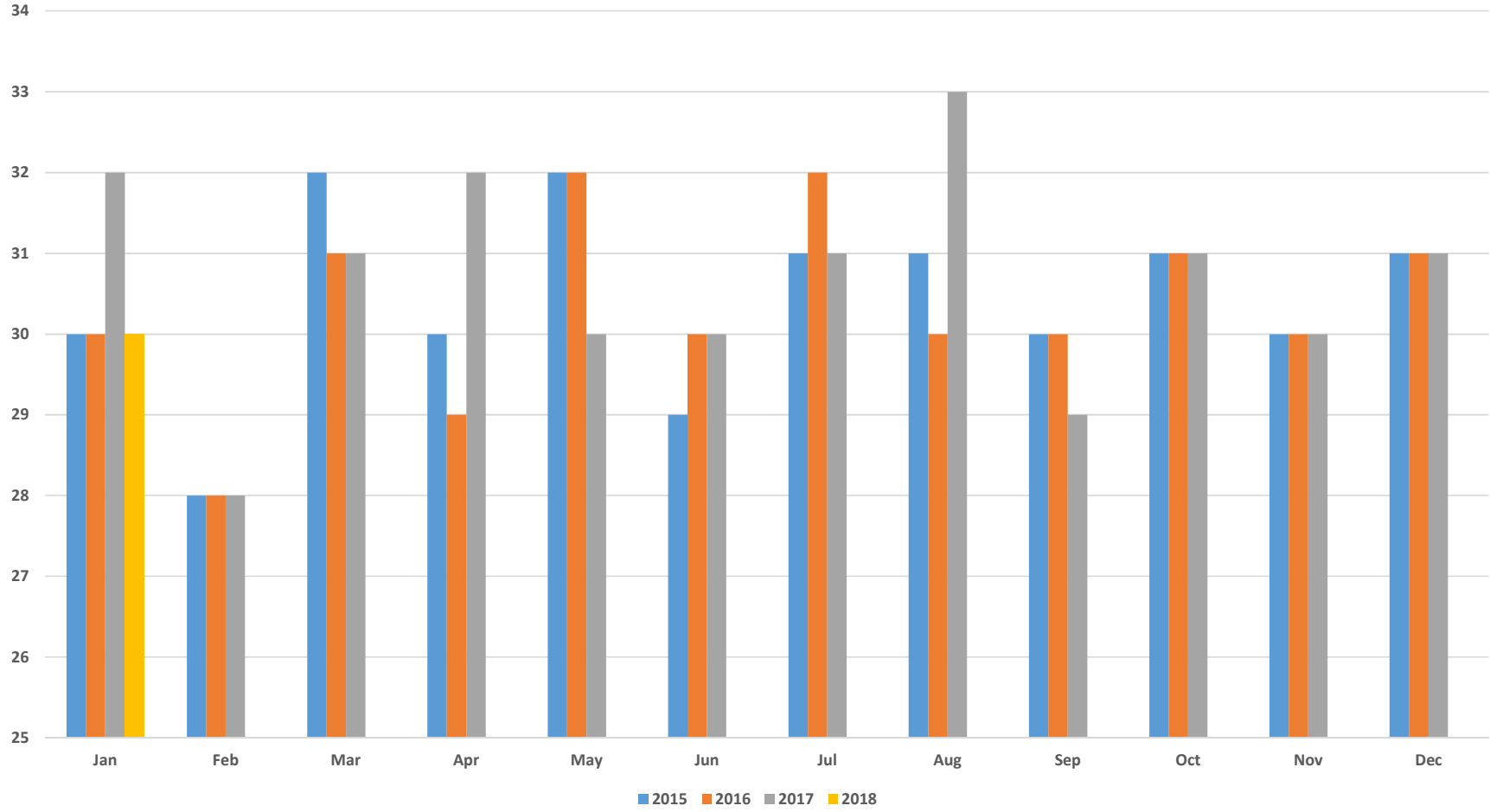
1/31/2018

Average Daily Sales - Degree Days (Base 65)

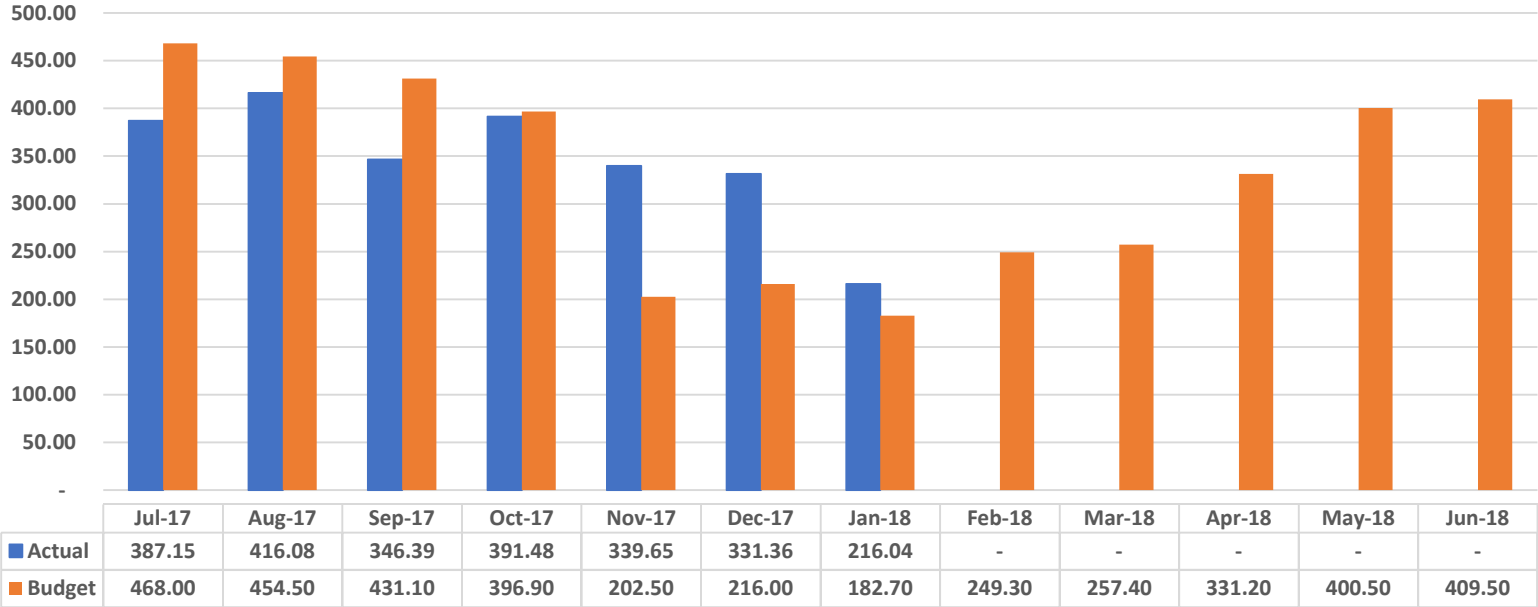


	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18
Average Daily Sales	3.17	4.49	8.31	10.63	12.26	12.49	12.61	11.94	12.63	11.32	10.69	7.20
Heating Degree Days	275.00	205.00	137.00	145.00	39.00	11.00	-	17.00	63.00	159.00	369.00	276.00
Cooling Degree Days	-	-	22.00	5.00	18.00	69.00	111.00	94.00	59.00	7.00	-	-

Billing Days per Month



Water Sales in AF (in AF)



**MONTECITO WATER DISTRICT
WATER SALES ANALYSIS
FOR FISCAL YEAR 2017/18**

MONTH	% SALES BREAKDOWN	2016/17 ACTUAL SALES (*)		2017/18 BUDGET SALES		2017/18 ACTUAL SALES (*)		YTD VARIANCE PRIOR YEAR VS. CURRENT YEAR				YTD VARIANCE BUDGET VS. ACTUAL			
		AF	\$	AF	\$	AF	SALES	AF	%	\$	%	AF	%	\$	%
JUL	11.6%	377.4	898,395	468.0	\$1,114,126	387.1	\$909,119	9.7	2.6%	\$10,724	1.2%	(80.9)	(17.3%)	(205,007)	(18.4%)
AUG	11.2%	378.7	897,501	454.5	\$1,077,194	416.1	\$997,265	37.4	9.9%	\$99,764	11.1%	(38.4)	(8.4%)	(79,929)	(7.4%)
SEP	10.7%	362.5	865,208	431.1	\$1,028,830	346.4	\$828,165	(16.1)	(4.4%)	-\$37,043	(4.3%)	(84.7)	(19.6%)	-\$200,665	(19.5%)
OCT	9.9%	345.5	824,021	396.9	\$946,534	391.5	\$933,549	46.0	13.3%	\$109,528	13.3%	(5.4)	(1.4%)	-\$12,985	(1.4%)
NOV	5.0%	239.9	567,578	202.5	\$479,064	339.6	\$815,859	99.7	41.6%	\$248,281	43.7%	137.1	67.7%	\$336,795	70.3%
DEC	5.3%	145.0	343,009	216.0	\$510,956	331.4	\$799,566	186.4	128.6%	\$456,557	133.1%	115.4	53.4%	\$288,610	56.5%
JAN	4.7%	97.6	239,823	182.7	\$448,968	216.0	\$400,615	118.4	121.3%	\$160,792	67.0%	33.3	18.2%	-\$48,353	(10.8%)
FEB	6.4%	88.8	218,446	249.3	\$613,435	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
MAR	6.4%	139.1	332,989	257.4	\$615,911	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
APR	8.2%	266.0	612,907	331.2	\$785,317	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
MAY	10.6%	318.9	743,836	400.5	\$1,013,272	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
JUN	10.0%	367.8	871,971	409.5	\$955,734	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
TOTAL	100.0%	3,127.2	7,415,684	3,999.6	\$9,589,341	2,428.1	\$5,684,138	481.5	24.7%	\$1,048,603	22.6%	76.4	3.2%	\$78,466	1.4%

**YTD ACTUAL WATER SALES COMPARISON
FOR FISCAL YEAR 2017/18**

	2016/17 ACTUAL SALES (YTD)		2017/18 BUDGET SALES (YTD)		2017/18 ACTUAL SALES (YTD)		YTD VARIANCE PRIOR YEAR VS. CURRENT YEAR				YTD VARIANCE BUDGET VS. ACTUAL			
	AF	\$	AF	\$	AF	\$	AF	%	\$	%	AF	%	\$	%
Cummulative (YTD)	1,946.6	4,635,535	2,351.7	\$5,605,672	2,428.1	\$5,684,138	481.5	24.7%	\$1,048,603	22.6%	76.4	3.2%	\$78,466	1.4%

QUARTERLY COMPARISON - ACTUALS THROUGH JANUARY 2018 (*)

	2016/17 ACTUAL SALES		2017/18 BUDGET SALES		2017/18 ACTUAL SALES (*)		VARIANCE PRIOR YEAR VS. CURRENT YEAR				VARIANCE BUDGET VS. ACTUAL			
	AF	\$	AF	\$	AF	\$	AF	%	\$	%	AF	%	\$	%
Jul-Sep (Actual)	1,118.6	\$2,661,104	1,353.6	\$3,220,150	1,149.6	\$2,734,549	31.0	2.8%	\$73,445	2.8%	(204.0)	(15.1%)	(\$485,601)	(15.1%)
Oct-Dec (Actual)	730.4	1,734,608	815.4	1,936,554	1,062.5	\$2,548,974	332.1	45.5%	\$814,366	46.9%	247.1	30.3%	\$612,420	31.6%
Jan-Mar (Actual)	325.5	791,258	689.4	1,678,314	216.0	\$400,615	(109.5)	(33.6%)	(\$390,643)	(49.4%)	(473.4)	(68.7%)	(\$1,277,699)	(76.1%)
Apr-Jun (Actual)	952.7	2,228,714	1,141.2	2,754,323	0.0	\$0	0.0	0.0%	\$0	0.0%	0.0	0.0%	\$0	0.0%
Total (Actual)	3,127.2	\$7,415,684	3,999.6	\$9,589,341	2,429.0	\$5,684,138	253.6	24.7%	\$497,168	22.6%	(430.3)	3.2%	(\$1,150,880)	1.4%

(*) Sales figures reported are as of the close of billing for that period and do not reflect final financial amounts. Budgeted amounts are used prior to actual figures being available for comparative purposes

**MONTECITO WATER DISTRICT
METERED WATER SALES - ACRE FEET
ACTUALS THROUGH JANUARY 2018 (*)**

MONTH	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YR TOTAL
1996-97	541.74	608.10	490.40	441.30	240.80	167.50	146.40	253.70	405.00	527.50	616.60	535.40	4974.44
1997-98	627.20	629.90	624.60	590.00	235.40	179.90	159.40	128.70	186.06	242.03	290.00	415.40	4308.59
1998-99	567.80	566.30	447.60	548.00	352.67	297.30	279.40	202.90	252.80	310.00	440.10	547.97	4812.84
1999-00	656.44	621.80	542.90	541.00	341.90	501.30	285.90	146.30	288.20	329.59	529.63	556.20	5341.16
2000-01	574.40	719.30	568.50	368.20	381.30	364.00	224.90	162.00	257.00	318.60	438.00	534.20	4910.40
2001-02	571.70	631.20	501.40	436.70	214.10	191.70	235.20	331.20	378.90	499.80	655.70	586.40	5234.00
2002-03	714.96	691.72	572.91	543.09	316.16	228.56	323.44	236.50	312.70	372.00	423.10	458.72	5193.86
2003-04	707.18	677.68	675.26	528.96	286.21	320.92	275.41	267.97	398.04	624.78	623.60	668.60	6054.61
2004-05	693.71	763.52	753.31	408.50	367.50	301.60	158.00	195.30	189.00	516.50	493.40	607.50	5447.84
2005-06	659.00	695.60	656.00	413.00	372.00	294.80	265.08	345.20	180.50	203.40	357.30	623.30	5065.18
2006-07	681.40	707.50	606.70	540.80	530.70	359.80	415.50	201.10	462.90	469.10	703.00	655.00	6333.50
2007-08	739.40	832.60	642.00	594.20	509.30	328.80	188.00	212.00	474.10	629.00	694.00	675.00	6518.40
2008-09	798.00	724.64	633.87	674.67	384.67	225.41	325.87	159.67	370.15	504.98	596.33	566.11	5964.37
2009/10	742.30	631.10	657.00	458.30	445.12	227.74	190.35	139.34	294.99	348.93	571.75	538.61	5245.53
2010/11	538.41	727.65	548.36	380.37	305.68	190.81	200.96	261.47	203.60	366.94	544.19	447.14	4715.58
2011/12	617.27	555.95	610.01	446.47	294.66	316.66	337.17	394.72	371.30	271.33	504.24	582.64	5302.42
2012/13	638.77	712.13	681.09	650.89	415.54	149.43	240.86	311.99	388.90	536.67	601.32	617.82	5945.40
2013/14	697.66	730.90	684.30	662.58	496.06	378.50	530.73	357.85	206.59	305.52	373.14	352.27	5776.10
2014/15	362.48	360.73	368.36	345.56	233.41	166.23	158.11	188.53	227.57	308.96	300.16	311.07	3331.17
2015/16	353.90	371.40	373.74	342.06	293.71	289.17	139.62	178.14	172.29	273.55	308.50	343.65	3439.73
2016/17	377.38	378.68	362.54	345.53	239.92	145.00	97.59	88.78	139.09	266.01	318.90	367.79	3127.21
2017/18	387.15	416.08	346.39	391.48	339.65	331.36	216.04						2428.15
AVERAGE	602.19	625.20	561.24	484.17	345.29	270.75	245.18	226.83	293.32	391.68	494.43	523.37	5097.25
MAXIMUM	798.00	832.60	753.31	674.67	530.70	501.30	530.73	394.72	474.10	629.00	703.00	675.00	6518.40
MINIMUM	353.90	360.73	346.39	342.06	214.10	145.00	97.59	88.78	139.09	203.40	290.00	311.07	2428.15
17/18 % VS AVERAGE	64%	67%	62%	81%	98%	122%	88%	0%	0%	0%	0%	0%	48%
17/18 % VS MAXIMUM	49%	50%	46%	58%	64%	66%	41%	0%	0%	0%	0%	0%	37%

Total METER Connections = **4,604**

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 5-B

DATE: MARCH 20, 2018

TO: BOARD OF DIRECTORS

FROM: BUSINESS MANAGER

SUBJECT: PROJECTED CASH FLOWS REGARDING EMERGENCY SPENDING

RECOMMENDATION:

For information and discussion only.

BACKGROUND:

As a result of the catastrophic debris flow that occurred on Jan 9, 2018, the District anticipates experiencing non-budgeted expenses and the possibility of needing additional cash. With the January billing postponed and reduced due to the Board's decision to waive the monthly meter service charge and the District incurring additional expenses as a result of emergency repairs and subcontract work necessary to get the system back to an operational level, cash management is crucial.

DISCUSSION

At the end of February, the Operating Cash is approximately \$2.6M with approximately \$600K in Wells Fargo and \$2M in American Riviera. The District experienced a dramatic increase in operating and emergency expenses in January. Approximately one-half of the invoices for these emergency expenses were received and payable in February, and the District is anticipating the remaining half to be received and payable in March, potentially putting a strain on cash. There is concern that the District may need to borrow money or liquidate investments to cover the additional expenses in the event that reimbursements from FEMA and Cal OES are delayed. Based on a current estimated cash flow analysis, it appears that the District has sufficient cash on hand available through April without the need to borrow money or liquidate investments.

ATTACHMENTS

1) Estimated Cash Flow

Cash Flow

<u>January</u>	Budget	Actuals	
Operating Cash Beginning	\$ 3,184,369.13	\$ 3,184,369.13	
Revenue	\$ 1,015,354.00	\$ 671,652.00	The Board forgave the January
Expenses	\$ (963,631.00)	\$ (1,228,655.00)	meter service charge
Decrease in AR		\$ 831,195.00	
Increase in A/P		\$ 96,095.00	
Other non-cash fluctuations		\$ 384,602.00	
Depreciation	\$ 106,243.00	\$ 104,601.00	
Cash Flows From Operations	<u>\$ 157,966.00</u>	<u>\$ 859,490.00</u>	

<u>Ending Operating Cash</u>	<u>\$ 3,342,335.13</u>	<u>\$ 4,043,859.13</u>	Actual
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<u>February</u>	Budget	Actuals	
Operating Cash Beginning	\$ 3,342,335.13	\$ 4,043,859.13	
Revenue	\$ 1,247,573.00	\$ 1,415,797.00	Actual as of 3/7/18
Expenses	\$ (1,237,815.00)	\$ (1,201,490.00)	Actual as of 3/7/18
Emergency - Construction		\$ (697,867.00)	Increase BS Item
Emergency - Consultants		\$ (50,000.00)	Increase BS Item
Emergency - Mutual Aid		\$ (100,000.00)	Increase BS Item
Other non-cash fluctuations		\$ 350,580.18	
increase in A/R		\$ (1,206,101.60)	
Depreciation	\$ 106,243.00	\$ 106,243.00	
Cash Flows From Operations	<u>\$ 116,001.00</u>	<u>\$ (1,382,838.42)</u>	

<u>Ending Operating Cash</u>	<u>\$ 3,458,336.13</u>	<u>\$ 2,661,020.71</u>	Actual 3/7/18
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<u>March</u>	Budget	Estimate
Operating Cash Beginning	\$ 3,458,336.13	\$ 2,661,020.71
Revenue	\$ 1,323,487.00	\$ 1,307,487.00
Expenses	\$ (1,410,769.00)	\$ (1,410,769.00) Assume budgeted amounts
Emergency - Construction		\$ (402,133.00) Increase BS Item
Emergency - Consultants		\$ (67,000.00) Increase BS Item
Emergency - Mutual Aid		\$ (215,000.00) Increase BS Item
Other non-cash fluctuations		
Decrease in A/R		\$ 680,067.43
Depreciation	\$ 106,243.00	\$ 106,243.00
Cash Flows From Operations	<u>\$ 18,961.00</u>	<u>\$ (1,104.57)</u>
Ending Operating Cash	<u>\$ 3,477,297.13</u>	<u>\$ 2,659,916.14</u>

<u>April</u>	Budget	Estimate
Operating Cash Beginning	\$ 3,477,297.13	\$ 2,659,916.14
Revenue	\$ 1,630,676.30	\$ 1,614,676.30
Expenses	\$ (1,410,769.00)	\$ (1,327,211.17) Assume budgeted amounts
Emergency - Construction		Assume balance rec'd in Mar
Emergency - Consultants		Assume balance rec'd in Mar
Emergency - Mutual Aid		Assume balance rec'd in Mar
Other non-cash fluctuations		
Increase in A/R		\$ (437,938.00)
Depreciation	\$ 106,243.00	\$ 106,243.00
Cash Flows From Operations	<u>\$ 326,150.30</u>	<u>\$ (44,229.87)</u>
Ending Operating Cash	<u>\$ 3,803,447.43</u>	<u>\$ 2,615,686.27</u>

Assumptions

1. January A/R will decrease as we will have collected December payments and will have a minimal January billing
2. Vast majority of the invoices for services rendered during the emergency period will be due in February, based amounts on the list provided at the 1/30/18 Board meeting
3. Due to timing of January bill, a minimum of 85% of both January and February bills will be in AR at the end of February
4. Non-emergency AP will remain at normal levels with a negligible fluctuation
5. No change in Inventory as parts purchased items were put immediately into use
6. Estimated revenue in Feb will both be decreased as the customer base has not been allowed back into their homes.
7. Estimated revenue for March and April will be approximately \$16K less than budget to account for the homes that have had their meters locked due to permanent loss. This is based on the 3 month average of prior year actuals for the specified meters.

Full Forgiveness

\$	1,833,487.21	Beginning A/R	
\$	671,652.00	Jan Billing - Add to A/R	
\$	(1,502,847.00)	December Payments Rec'd	
\$	1,002,292.21	Ending Jan A/R	
	\$	(831,195.00)	Decrease in A/R
\$	1,002,292.21	Beginning A/R	
\$	1,411,293.50	Feb Billing - Add to A/R	
\$	(205,191.90)	January Payments Rec'd	
\$	2,208,393.81	Ending A/R	
	\$	1,206,101.60	Increase in A/R
\$	2,208,393.81	Beginning A/R	
\$	1,307,487.00	Mar Billing - Add to A/R	
\$	(1,987,554.43)	January & Feb Payments Payments Rec'd @ 90%	
\$	1,528,326.38	Ending A/R	
	\$	(680,067.43)	Decrease in A/R
\$	1,528,326.38	Beginning A/R	
\$	1,614,676.30	Apr Billing - Add to A/R	
\$	(1,176,738.30)	March Payments Rec'd @ 90%	
\$	1,966,264.38	Ending A/R	
	\$	437,938.00	Increase in A/R