OPERATIONS & ADMINISTRATION COMMITTEE MEETING

MONTECITO WATER DISTRICT
583 SAN YSIDRO ROAD

Monday February 12, 2018
9:30 A.M.

AGENDA

1) CALL TO ORDER, DETERMINATION OF COMMITTEE QUORUM

2) PUBLIC FORUM

NOTE: This portion of the agenda may be utilized by any person to address the Operations & Administration Committee on any matter within the jurisdiction of the Committee. No consideration or discussion shall be undertaken by Committee members at this time on any item not appearing on this agenda except as permitted by the Ralph M. Brown Act. Discussion items receiving recommendations by the Committee, and/or items requiring action will be placed on the agenda of a future meeting of the Montecito Water District Board of Directors.

3) ITEMS FOR COMMITTEE CONSIDERATION

A. Proposed modification of existing easement for Terminal Reservoir Property

B. Development of Emergency Action Plan for Juncal Dam

C. Proposed Emergency Response Contract Amendments

D. Proposed New District Employee

E. Purchase of Temporary Housing for Jameson Lake Caretaker

4) ADJOURNMENT

Note: This agenda was posted at the Montecito Water District front counter and outside front office at 9:30 p.m. on Friday, February 9, 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.

Materials related to an item on this agenda submitted to the Board's Operations and Administration Committee 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.

MONTECITO WATER DISTRICT
MEMORANDUM

SECTION: **3-A**

DATE: **FEBRUARY 12, 2018**

TO: **OPERATIONS COMMITTEE**

FROM: **ENGINEERING MANAGER**

SUBJECT: **PROPOSED MODIFICATION OF EXISTING EASEMENT FOR TERMINAL RESERVOIR PROPERTY**

RECOMMENDATION:

- That the Operations Committee recommend 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 and the new granted 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 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 Parcel 2 of that certain 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

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.

2. 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"**).

3. 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**).

4. The New Granted Easement shall include the following incidental rights: 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. Grantor shall not, under any circumstances, make improvements to infrastructure owned by the Grantor inside or outside of the New Granted Easement.

5. 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.

6. The maintenance and repair costs of the New Granted Easement shall be borne exclusively by Grantor until Grantee completes improvement of the New Granted Easement (or portions thereof) to be consistent with the Governmental Requirements. Upon the completion of Grantee's improvement of the New Granted Easement (or portions 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.

The New Granted Easement 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.

7. 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.

8. 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.

9. The New Granted Easement is nonexclusive. Grantor may 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 in any manner that does not unreasonably interfere with the New Granted Easement.

10. Grantee hereby releases, reconveys and quitclaims to Grantor all right, title and interest to the Previously Granted Easement and the As Travelled Easement. Grantor hereby releases, reconveys and quitclaims to Grantee all right, title and interest in Parcel 2 of that certain deed from Bothin Real Estate Company to Montecito Counter Water District, recorded on May 29, 1950, in Book 920, Page 15 of Official Records Deeds, records of said county.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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:_____

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 _____, 2017, 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 ½ 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 puroses as reserved and described in that certain "Deed" executed by Bothin Real Estate Company, a California corporation to Montecito County Water Distict, 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

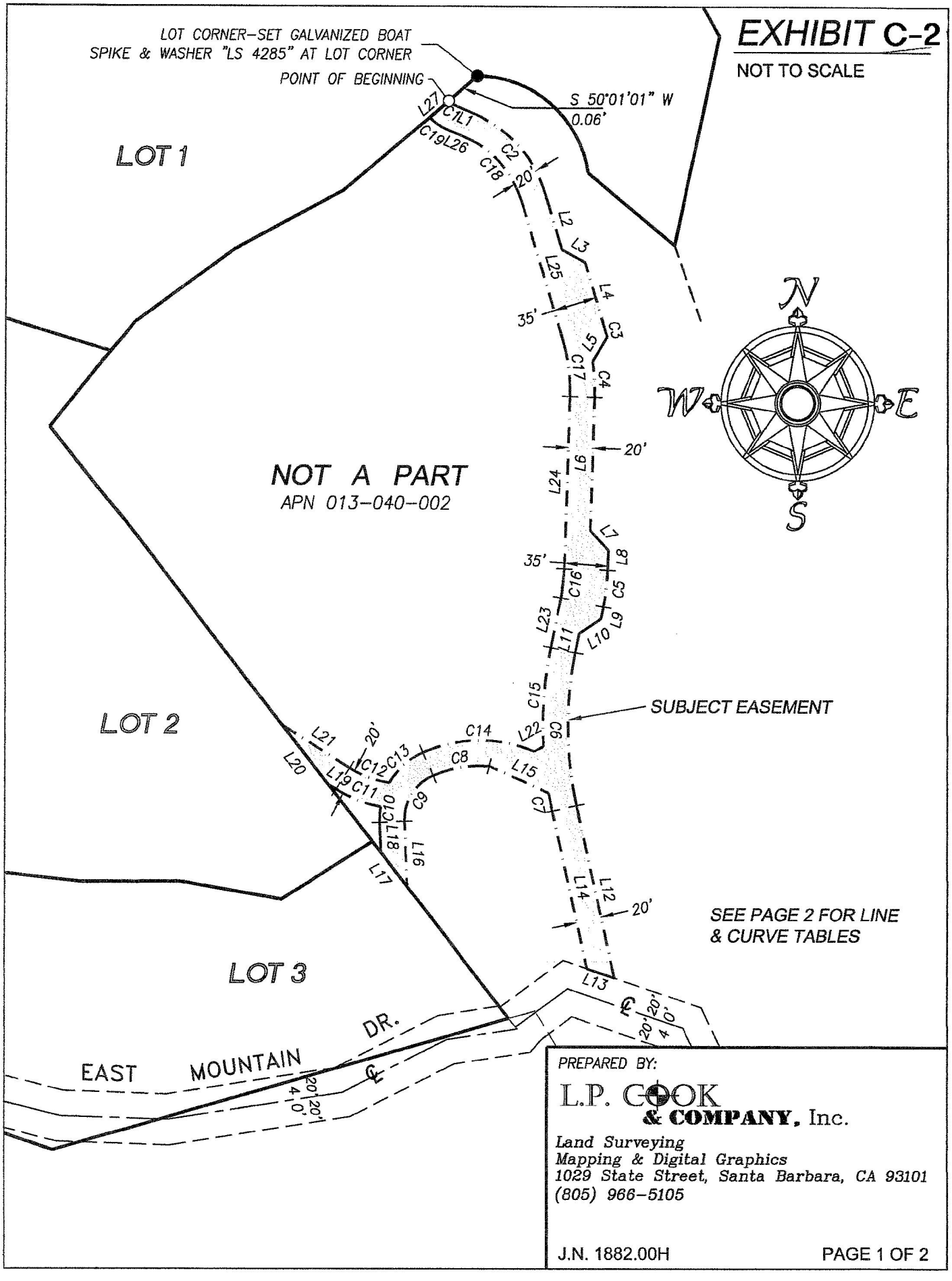
J.N. 1882.02H

EXHIBIT C – 2

MAP OF NEW GRANTED EASEMENT

EXHIBIT C-2

NOT TO SCALE



SEE PAGE 2 FOR LINE & CURVE TABLES

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

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

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EXHIBIT D

MAP OF SECTIONS FOR ALLOCATING REPAIR AND MAINTENANCE COSTS

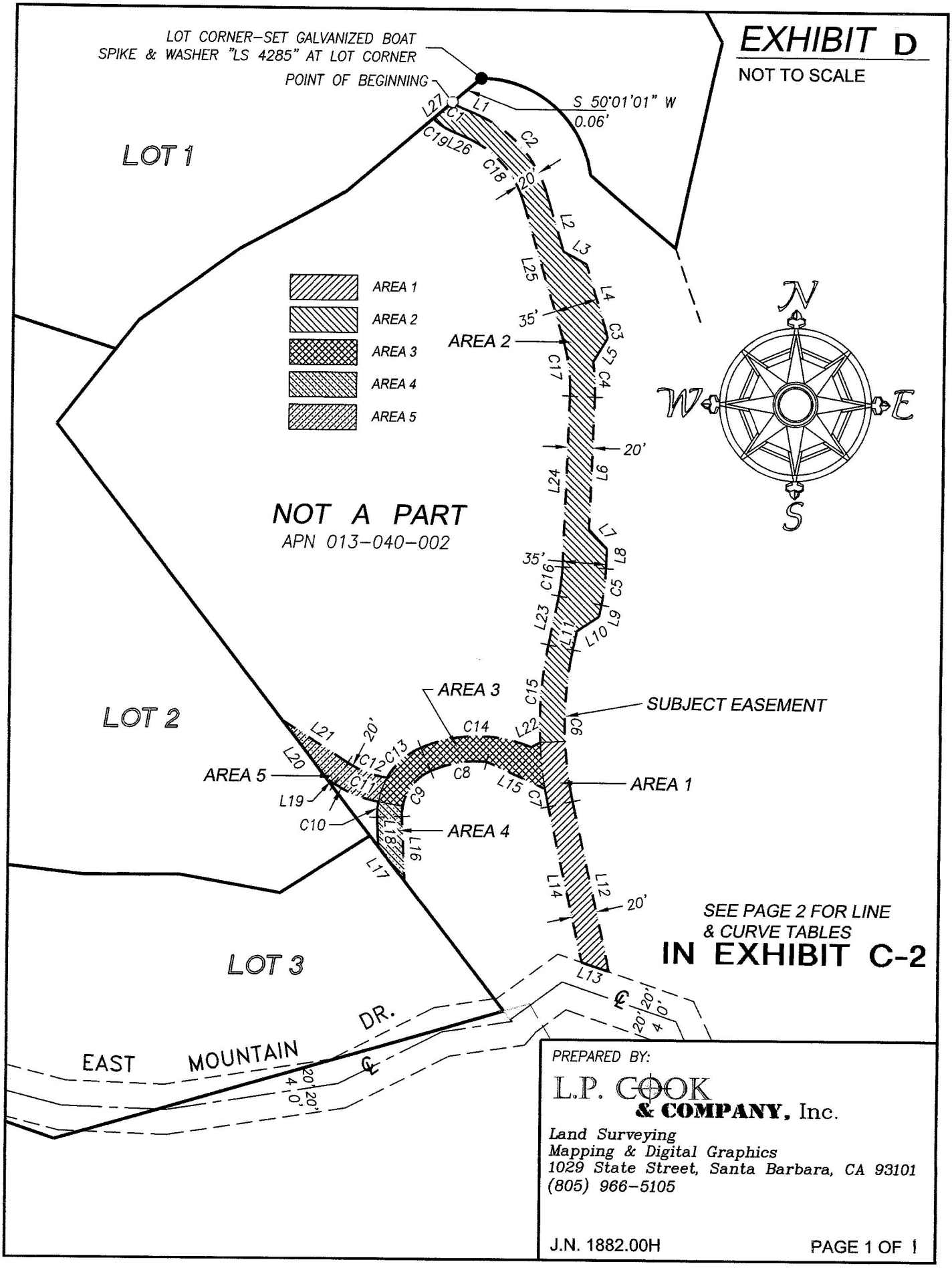
EXHIBIT D
NOT TO SCALE
LOT CORNER–SET GALVANIZED BOAT SPIKE & WASHER "LS 4285" AT LOT CORNER
POINT OF BEGINNING
S 50°01'01" W 0.06'
LOT 1
AREA 1
AREA 2
AREA 3
AREA 4
AREA 5
AREA 2
NOT A PART
APN 013–040–002
N
W
E
S
LOT 2
AREA 3
SUBJECT EASEMENT
AREA 5
AREA 1
AREA 4
LOT 3
SEE PAGE 2 FOR LINE & CURVE TABLES
IN EXHIBIT C-2
EAST MOUNTAIN DR.
PREPARED BY:
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J.N. 1882.00H
PAGE 1 OF 1

MONTECITO WATER DISTRICT
MEMORANDUM

SECTION: 3-B

DATE: FEBRUARY 12, 2018

TO: OPERATIONS COMMITTEE

FROM: ENGINEERING MANAGER

SUBJECT: DEVELOPMENT OF EMERGENCY ACTION PLAN FOR JUNCAL DAM

RECOMMENDATION:

- That the Operations Committee recommend the Board of Directors authorize District staff to engage in a Professional Engineering Services contract for the preparation of Inundation Mapping and a Technical Study to Support the Emergency Action Plan for Juncal Dam.

DISCUSSION:

Senate Bill 92 added Sections 6160 and 6161 to the Water Code that became effective on June 27, 2017, requiring owners of State-regulated dams, except those classified as low hazard, to prepare emergency action plans (EAPs) containing inundation map(s) for emergency preparedness. On October 19, 2017, emergency regulations were adopted to provide standards for preparing and submitting maps to the Division of Safety of Dams (DSOD) for review and approval. The District's Juncal Dam is classified as "high" hazard according to DSOD. This "high" hazard classification for Juncal dam is not an indication of the condition of the dam but rather a result of the possible loss of life downstream of the dam if it were to fail.

Because of the "high" hazard classification, the District must develop and submit an EAP to the Governor's Office of Emergency Services (Cal OES) for approval by January 1, 2019. Along with the EAP, the District must provide updated inundation maps in the event of a dam breach and a technical study outlining the characteristics, dam design information, and hydraulic modeling background for the inundation mapping. Inundation maps must first be submitted to DSOD for review and approval prior to the January 2019 deadline, and only the approved inundation map should be submitted with the EAP to Cal OES for their approval. Therefore, the District must first develop inundation mapping and a technical study for Cal OES approval and then submit the approved documents with the EAP by January 1, 2019. A description of the emergency regulations requirements is attached. The District has received proposals from several firms to complete the tasks described above.

ATTACHMENTS:

- Emergency Regulations – Dam Inundation Maps and Emergency Action Plan

NOTE: All of the proposed regulation text is to be added to the California Code of Regulations.

California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 1. Dams and Reservoirs
Article 6. Inundation Maps

§ 335. Scope of Regulations

Inundation maps shall be prepared for dams and critical appurtenant structures regulated by the state, except dams classified by the department as low hazard as described in Section 335.4. The regulations in this article apply to inundation maps and supporting technical studies necessary to develop the maps. Owners are responsible for preparing and submitting these documents to the department.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Sections 6002, 6160 and 6161, Water Code.

§ 335.2. Definitions

For purposes of this Article, the terms listed below shall have the meanings noted:

(a) "Breach" refers to a sudden opening through a dam system that drains the reservoir.

(b) "Breach elevation" refers to the elevation of the water in a reservoir at full reservoir conditions.

(c) "Breach time" refers to the modeled time elapsed from initial dam failure to total dam failure.

(d) "Critical appurtenant structure" refers to a man-made barrier or hydraulic control structure that impounds the same reservoir as the dam and is 25 feet or more in height; impounds a minimum of 5,000 acre-feet of water at full reservoir conditions; or has the potential to inundate downstream life or property, including but not limited to emergency spillways, gated spillways, and saddle dams. The height of a critical appurtenant structure shall be determined as follows: saddle dams shall be measured from the downstream toe to the maximum water storage elevation; all other critical appurtenant structures shall be measured from the upstream toe to the maximum water storage elevation.

A critical appurtenant structure may contain multiple water-barrier features, including but not limited to gates, flashboards, and concrete monoliths. Power system penstocks, lined spillway chutes, and low level outlets whose failure would not exceed the downstream channel capacity are not considered critical appurtenant structures as they pertain to inundation maps.

(e) "Critical facilities" refers to lifeline infrastructure and facilities including but not limited to schools, hospitals, skilled nursing facilities, major roads, public water and electric utilities, and communication infrastructure, as described in Section 8589.5 of the Government Code.

(f) "Cross-section" refers to a linear representation perpendicular to a watercourse and its adjacent floodplain, capturing the topography perpendicular to the flow direction.

(g) "Dam system" refers to a dam and all critical appurtenant structures that impound the same reservoir.

(h) "Deflood time" refers to the time elapsed from the flood wave arrival time until water at the measured location recedes to within one foot of its preflood water elevation.

(i) "Dynamic routing" refers to hydraulic flow routing based on the shallow water equations to compute changes in discharge, velocity, and stage with respect to time at various locations along a watercourse. The most common form of the equations is the Saint-Venant equations.

(j) "Failure scenario" refers to the modeled simulation of a complete failure of a dam or critical appurtenant structure which results in the uncontrolled release of water.

(k) "FEMA P-946" refers to the "Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures" dated July 2013, hereby incorporated by reference.

(l) "Flood surcharge" refers to the volume in a reservoir above the maximum certified water storage elevation resulting from a storm event.

(m) "Flood wave arrival time" refers to the elapsed time from the initiation of the failure scenario until the arrival of the leading edge of the flood wave comprising a one (1) foot rise above the ground elevation or water surface elevation before the failure scenario.

(n) "Freeboard" refers to the vertical distance between the lowest point along the top of a dam, dike, berm, levee, or other similar feature and the surface of the water contained therein.

(o) "Full reservoir conditions" refers to the maximum water storage elevation authorized in the department's Certificate of Approval for the dam.

(p) "Hydraulic model" refers to a simulation of conveyance of water through a watercourse.

(q) "Hydrologic model" refers to a simulation of watershed processes such as precipitation, infiltration, and runoff. Hydrologic models perform simplified forms of dynamic routing.

(r) "Inundation area" refers to the area that would experience a rise in water surface elevation of at least one (1) foot as the result of a failure scenario.

(s) "Inundation map" refers to a map showing the area that would result in flooding from a failure scenario.

(t) "One-dimensional model" refers to a numerical hydraulic model in which variables such as velocity and depth vary in one direction along a watercourse.

(u) "Peak flow" refers to the maximum rate of water discharge.

(v) "River mile" refers to the distance from a fixed point along a watercourse, measured along the thalweg.

(w) "Sequential dam failure" refers to a failure scenario of an upstream dam system that results in the failure of one or more downstream dam systems.

(x) "Storm-induced failure" refers to a failure scenario in which the extent of the inundation area is greater than that of a sunny day failure scenario.

(y) "Sunny day failure" refers to a failure scenario of the dam system during full reservoir conditions with non-flood season inflow.

(z) "Thalweg" refers to the line connecting the lowest point of a watercourse.

(aa) "Toe" refers to the junction of the slope of a dam or critical appurtenant structure with the natural ground surface.

(bb) "Two-dimensional model" refers to a numerical hydraulic model in which variables such as velocity and depth vary in two directions along a watercourse.

(cc) "Watercourse" refers to a stream or open conduit, including but not limited to canyons and floodplains.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 8589.5, Government Code; Sections 6002, 6002.5, 6004.5, 6005, 6008 and 6161, Water Code.

§ 335.4. Hazard Potential Classification

The department shall classify the public safety risk of all state jurisdictional dams as follows:

(a) Low Hazard Potential. Dams assigned the low hazard potential classification are those where failure or mis-operation of the dam system would result in no probable loss of human life and low economic and/or environmental losses. Losses are expected to be principally limited to the owner's property.

(b) Significant Hazard Potential. Dams assigned the significant hazard potential classification are those dams where failure or mis-operation of the dam system would result in no probable loss of human life but can cause economic loss, environmental damage, disruption of lifeline facilities, or other significant impacts.

(c) High Hazard Potential. Dams assigned the high hazard potential classification are those where failure or mis-operation of the dam system will probably cause loss of human life.

(d) Extremely High Hazard Potential. Dams assigned the extremely high hazard potential classification are dams that would otherwise be classified as high hazard dams, but where failure or mis-operation of the dam system would probably cause considerable loss of human life and would affect an inundation area with a population of 1,000 persons or more, or where critical facilities could be impacted.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6002.5, 6009, 6160 and 6161, Water Code.

§ 335.6. Inundation Map Updates

The owner of a dam shall update all inundation maps for the dam system under each of, but not limited to, the following circumstances:

(a) The department determines there is a significant change in the dam or critical appurtenant structure.

(b) There is a significant change in downstream development that involves people and property.

(c) The department changes the hazard classification of the dam.

(d) No less frequently than every 10 years.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6006, 6007 and 6161, Water Code.

§ 335.8. Civil Engineering

Inundation maps and technical studies shall be prepared by, or under the direction of, a civil engineer who is registered pursuant to California law and authenticated as provided in the Business and Professions Code, Division 3, Chapter 7 commencing with Section 6700.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6161, Water Code; Section 6700, Business and Professions Code.

§ 335.10. Reporting Standards

Inundation maps and technical studies prepared in accordance with this Article shall utilize the following standards and conventions, unless otherwise indicated:

(a) Reservoir storage and other water volumes shall be reported in acre-feet.

(b) Water discharge shall be reported in cubic feet per second.

(c) Geographic locations shall be reported in California Coordinate System or Universal Transverse Mercator coordinates relative to NAD83. Coordinates shall be specified commensurate with the precision of the analysis.

(d) Elevations shall be reported in feet above a specified vertical datum such as NAVD88 or NAVD29. Elevations may also be reported relative to an established local datum.

(e) Geospatial data shall be submitted in NAD 1983 Teale (California) Albers projection, with the units specified.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6161, Water Code.

§ 335.12. Technical Study

A single technical study shall be prepared for each dam system for which inundation maps are required.

(a) Study contents. The technical study shall include the following:

(1) The name of the dam, department dam number, national dam ID number, and name or description of any critical appurtenant structures.

(2) The location of the dam and all critical appurtenant structures.

(3) The name and location of cities, towns, counties, and any populated area that could be affected by a failure scenario.

(4) A brief narrative of the hydrologic, meteorologic, and topographic features of the watershed, dam site, and downstream areas.

(5) An engineering description of the dam, including the type of construction (e.g., earth, rock, or concrete). Include a description of the features comprising each critical appurtenant structure (i.e., a description of all the gates and concrete structures comprising a gated spillway structure).

(6) Elevation of the crest and upstream toe for the dam and each critical appurtenant structure. Report the elevation of the downstream toe of the dam.

(7) A reservoir storage capacity curve that shows the relationship between reservoir elevation, surface area, and volume from the base of the reservoir to the dam crest.

(8) A spillway rating curve that shows the relationship between stage and discharge.

(9) The type of terrain data used, including any modifications made to the terrain.

(10) A summary of the modeled failure scenarios for the dam system. For each failure scenario, include the breach hydrograph immediately downstream of the dam or critical appurtenant structure.

(11) The modeling methodology, the reasons for its use, and the name, version, release date and author of the modeling software. Report all assumptions, failure parameters, calibration and sensitivity analyses of the model, including the model's response to changes made to the roughness or other friction coefficients. Report modifications made to stabilize the model or accelerate its computational runtime, and the effects such modifications have on the modeled inundation results. Describe known limitations of the modeling method utilized. Provide justification for determining the downstream extent of the inundation boundary.

(12) Digital files comprising the following for each failure scenario:

(A) A vector file of the inundation area boundary.

(B) Raster files of the flood wave arrival time, maximum depth, peak velocity, and deflood time.

(13) The department may request additional information during the course of its review.

(b) Modeling Requirements.

(1) A two-dimensional, open channel, unsteady flow, hydraulic model shall be used to evaluate each failure scenario for a dam system, except as described below. The model must be capable of performing dynamic routing to approximate the temporal and spatial changes in inundation magnitude and extent.

(2) A one-dimensional hydraulic model may be used that is capable of computing spatial and temporal changes to water surface elevation, velocities, and flows at each cross section. A one-dimensional model may be used only in the following circumstances:

(A) To simulate levee overtopping as a subcomponent of the two-dimensional model of the failure scenario.

(B) Where the flood wave would be confined to a canyon or narrow watercourse in which the direction of flow is dominantly in the downstream direction.

(3) Upon approval of the department, the owner of a significant hazard dam may use a hydrologic model, rather than a hydraulic model, if the dam impounds less than 100 acre-feet of water and the flood wave produced by the failure scenario would be confined to a

canyon or narrow watercourse in which the direction of flow is dominantly in the downstream direction.

(4) Each model shall utilize the best available terrain data, consisting of the finest resolution discretization available.

(c) Failure Scenarios. A sunny day failure scenario is required for each dam and critical appurtenant structure. A storm-induced failure scenario is not required, but may be submitted in lieu of a sunny day failure scenario.

Each failure scenario shall employ a complete and nearly instantaneous loss of the dam or critical appurtenant structure, and utilize breach parameters as described in FEMA P-946 (2013). The geographic extent of the model simulation shall terminate in accordance with FEMA P-946 (2013). Failure scenarios shall be modeled as follows:

(1) For gated critical appurtenant structures, such as a spillway with multiple radial gates, the failure scenario shall consist of the complete failure of all gates together with the concrete control section breached to the upstream toe.

(2) A sequential dam failure scenario is required for an upstream dam system that causes the failure of one or more downstream dam systems, as described in FEMA P-946 (2013). A sequential dam failure scenario shall employ an overtopping failure mode for all downstream dam systems impacted by the routing of the flood wave downstream. The owner of the upstream dam system is responsible for preparing the sequential failure scenario.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6161, Water Code.

§ 335.14. Inundation Maps

Inundation maps shall be prepared for each failure scenario to satisfy the FEMA P-946 (2013) and the requirements of this section.

(a) Temporal contours. Two separate inundation maps shall be prepared for each failure scenario, with contours depicting time increments appropriate for the failure scenario for flood wave arrival time and deflood time.

(b) Depth grid. All inundation maps shall depict the entire inundation area with discrete categories of maximum flood wave depths, with a legend showing each depth range. The opacity of the maximum flood wave depth layer shall be adjusted to display the underlying base map.

(c) General information. Each inundation map shall contain the following general information:

(1) The name of the dam, the department's dam number, the national dam ID number, and the county in which the dam is located.

(2) The failure scenario. If a storm-induced failure scenario is depicted, the return period shall be reported on the inundation map.

(3) The map background with suitable aerial imagery.

(4) Callouts identifying the location of the dam, all critical appurtenant structures, and all critical facilities affected by the failure scenario. The downstream watercourse and flood control features, such as dams, levees, weirs, pumps, and control structures shall be labeled.

(5) The identity of any jurisdictions, including boundary delineations or place marks identifying the city, county, or other governmental agency jurisdictional boundaries affected by the inundation area.

(6) An arrow indicating north.

(7) An appropriate scale bar and the stated map scale.

(8) Vertical elevation datum.

(9) Map collar information, including horizontal reference grid ticks.

(10) An index showing the relationship of the map sheet to the other map sheets if the map has multiple sheets.

(11) The date of preparation of the map.

(12) The signature, seal, and licensed civil engineer number of the engineer responsible for preparing the map.

(13) All features on maps shall be clearly labeled with text boxes and legends, as appropriate.

(14) A statement that the information shown is approximate and should be used as a guideline for emergency response and preparation purposes.

(15) A statement confirming the inundation map meets all applicable state and federal standards and has been prepared in consideration of all potential downstream hazards by a licensed civil engineer.

(d) Map Layout. Each of the inundation maps shall be printed on paper sized 11×17 inch or larger, with a minimum resolution of 300 dots per inch. All inundation maps shall apply an appropriate map scale as described in FEMA P-946 (2013). For failure scenarios with a large inundation area, each inundation map may comprise more than one sheet.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 8589.5, Government Code; Sections 6160 and 6161, Water Code.

§ 335.16. Submission of Inundation Maps and Technical Study

The owner of a dam shall submit inundation maps and the supporting technical study to the department as specified below:

(a) An electronic color copy of each new and revised inundation map in portable document format (PDF extension). If practical, two hard color copies of each inundation map should also be submitted.

(b) Technical Study: Two hard copies and an electronic copy including digital content.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6161, Water Code.

§ 335.18. Department Review and Approval

(a) The department shall evaluate each inundation map and technical study that is submitted for consistency with the requirements of this article and shall notify the dam owner in writing that the map and study have been approved, are incomplete, or are disapproved and the reasons therefor, as follows:

(1) Approved. The department has evaluated the inundation map(s) and technical study and determined that they satisfy the requirements of this article.

(2) Incomplete. The department has evaluated the inundation map(s) and technical study and determined that one or both do not satisfy the requirements of this article as a result of minor problems identified by the department. A dam owner shall remedy any deficiencies and submit the corrected map and study.

(3) Disapproved. The department has evaluated the inundation map and technical study and determined that one or both do not satisfy the requirements of this article due to unresolved problems associated with an incomplete submittal. When an inundation map or technical study is disapproved, the dam owner shall submit a new map and technical study that satisfy this article.

b) Inundation maps submitted to the department for review by January 1, 2018, shall be evaluated for consistency with the FEMA P-946 (2013).

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 8589.5, Government Code; Sections 6161 and 6431, Water Code.

§ 335.20. Public Availability of Inundation Maps

The department shall post copies of approved inundation maps on the department's website.

Note: Authority cited: Sections 6078 and 6162, Water Code. Reference: Section 6161, Water Code.

MONTECITO WATER DISTRICT
MEMORANDUM

SECTION: 3-C

DATE: FEBRUARY 12, 2018

TO: OPERATIONS COMMITTEE

FROM: GENERAL MANAGER

SUBJECT: PROPOSED EMERGENCY RESPONSE CONTRACT AMENDMENTS

RECOMMENDATION:

A. Recommend to the Board of Directors ratification of emergency response contract amendments for construction and consulting services in accordance with District Resolution No. 2144.

DISCUSSION:

On January 16, 2018 the District Board of Directors passed Resolution No. 2161 concerning the Montecito mudslide event and the District response thereto. Resolution 2161 authorized the General Manager to enter into such contracts as were necessary to respond to declared disaster conditions.

The District entered into multiple contracts for construction and consulting services to respond to the emergency conditions and exigent circumstances. The original scope of each contract, and contract amount, were educated estimates at the time the contracts were executed. Contracts also included a "Not-To-Exceed" amount concerning contractor and consultant compensation. Pursuant to Resolution 2144, the District Board of Directors ratified these construction and consulting contracts on January 30, 2018.

Several contractors and consultants have reached and/or exceeded the Not-To-Exceed contract amount and are still performing emergency response work for the District. The District has performed careful administration and oversight of the work performed under each contract. As additional main breaks, administrative needs, or consulting needs were identified by District staff, the contractors and consultants below were requested to perform additional work to support ongoing emergency repair efforts.

In accordance with the terms of the emergency response contracts, District staff and District General Counsel have developed contract amendments for each of these contractors. The names of the contractors or consultants and amended contract Not-to-Exceed (NTE) amounts are listed below.

Construction

- Tierra Construction (NTE $700,000) – emergency highline repairs, hydrant repairs, debris removal and main break repairs. *Original Contract Amount: $250,000.*
- Central Machine & Welding (NTE $40,000) – emergency highline repairs and main break repairs. *Original Contract Amount: $25,000.*

Consultants

- Dudek (NTE $33,000) – emergency cultural resources and biological assessment of repair work performed in creeks at Highline locations. *Original Contract Amount: $15,000.*
- ZWorld GIS (NTE $20,000) – emergency mapping services. *Original Contract Amount: $10,000.*

ATTACHMENTS:

A. Construction Contract Amendment Template

AMENDMENT NO. 1

TO

SHORT FORM EMERGENCY RESPONSE CONTRACT BETWEEN CONTRACTOR AND MONTECITO WATER DISTRICT

Recitals

A. The Short Form Emergency Response Contract ("Contract") between Montecito Water District ("District") and _____ ("Contractor") was entered into on __ January 2018. For the purposes of the Contract, and this Amendment No. 1, District and Contractor are collectively referred to as the "Parties".

B. Work under the Contract, and any amendments thereto, encompassed the performance of exigent and/or emergency construction services to respond to the mudflow event that occurred in the District service area on January 9, 2018, which mudflow event is the subject of State and Federal emergency declarations.

C. Section 3 of the Contract requires any modification to the Contract to be in writing signed by both Parties.

This Amendment No. 1 is made and entered into on this _____ by and between District and Contractor.

1) Price and Payment

Section 2 "Price and Payment" of the Contract shall be replaced in its entirety via this Amendment No. 1 as follows:

> "The District agrees to pay the Contractor for the strict performance of the work on a time and materials basis not to exceed $_____. If Contractor exceeds the not to exceed amount herein, Contractor does so at its own risk.
>
> The District agrees to pay the Contractor in monthly progress payments for all work completed. Payments will be due and payable within thirty days of invoice. Final payment to the Contractor shall be made within forty-five days after substantial completion of the Contract and submission of the final invoice to the District".

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed the day and year first above written.

MONTECITO WATER DISTRICT

_____ Dated: _____

By:
Title:

[contractor]

_____ Dated: _____

By:
Title:

MONTECITO WATER DISTRICT
MEMORANDUM

SECTION: 3-E

DATE: FEBRUARY 12, 2018

TO: OPERATIONS COMMITTEE

FROM: ENGINEERING MANAGER

SUBJECT: PURCHASE OF TEMPORARY HOUSING FOR JAMESON LAKE DAM CARETAKER

RECOMMENDATION:

- That the Operations Committee recommend the Board of Directors authorize District staff to purchase temporary housing to be used by the caretaker at Jameson Lake until permanent housing is constructed.

DISCUSSION:

The Jameson Lake caretaker's cabin and bunkhouse was destroyed by the Thomas Fire in December 2017. There are no remaining structures at the lake suitable for housing personnel. District insurance is currently assessing damages and will provide the District with a replacement value for the cabin and bunkhouse. The District plans to rebuild the caretaker facilities over the next 6-12 months. In the meantime, the caretaker requires housing at the lake to allow him to perform his operational duties at the lake and to manage ongoing construction of the proposed facilities once construction begins.

District staff researched temporary housing options and a trailered RV is the most suitable for the site and purpose. Rental of an RV would cost an estimated $54,000 for one year. The District researched the purchase of a used RV from Ventura and found a used trailered RV for $37,000.

Upon completion of the new caretaker facilities, the District will sell the RV. The District's insurance policy through JPIA will cover the cost difference between the purchase price of the RV and the eventual sale price.