

# **AGENDA**

## **REMOTE MEETING NOTICE**

This meeting will be accessible by remote video conferencing. Please be advised that while the District will endeavor to ensure these remote participation methods are available, the District does not guarantee that they will be technically feasible or work all the time. Further, the District reserves the right to terminate these remote participation methods (Subject to Brown Act Restrictions) at any time and for whatever reason. The public may observe and participate in this meeting remotely via Zoom as set forth below.

### **INSTRUCTIONS FOR USING ZOOM**

- Join the meeting using the link below.
- You must have audio and microphone capabilities on the device you are using to join the meeting.
- When you join the meeting make sure that you join the meeting with audio and follow the prompts to test your speaker & microphone prior to joining the meeting.

### **TO SPEAK DURING PUBLIC COMMENT USING ZOOM**

- The Board President will announce when it is time for Public Comment.
- Click on the Raise Hand icon if you would like to speak during Public Comment.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.

### **TO SPEAK ON AN ITEM USING ZOOM**

- The Board President will call the item and staff will begin the staff report.
- Click on the Raise Hand icon if you would like to speak on the item.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.
- You will repeat this process for each item you want to speak on.

### **FOR OPEN SESSION PARTICIPATION**

Join Meeting Electronically at:

#### **Join Zoom Meeting**

<https://us02web.zoom.us/j/88536814926?pwd=rv0AHNbyD5cp6PIAgTWcb1WYPg8tbP.1>

**Meeting ID: 885 3681 4926**

**Passcode: 048177**

Please attend in person or by submitting your comment via email to:  
SWagner@GoletaSanitary.Org

**A G E N D A**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**OF THE GOLETA SANITARY DISTRICT**  
**A PUBLIC AGENCY**

One William Moffett Place  
Goleta, California 93117

May 5, 2025

**CALL TO ORDER:** 6:30 p.m.

**ROLL CALL OF MEMBERS**

**BOARD MEMBERS:**      Jerry D. Smith  
                                 Steven T. Majoewsky  
                                 Dean Nevins  
                                 Jonathan Frye  
                                 Edward Fuller

**CONSIDERATION OF THE MINUTES OF THE BOARD MEETING**

The Board will consider approval of the Minutes of the Regular Meeting of April 21, 2025.

**PUBLIC COMMENTS** - Members of the public may address the Board on items within the jurisdiction of the Board. Under provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. Please limit your remarks to three (3) minutes and if you wish, state your name and address for the record.

**POSTING OF AGENDA** – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 72 hours in advance of the meeting.

**BUSINESS:**

1.    PRESENTATION ON POTENTIAL DEVELOPMENTS IN DISTRICT SERVICE AREAS ASSOCIATED WITH RECENTLY APPROVED REGIONAL HOUSING NEEDS ALLOCATIONS
  
2.    CONSIDERATION OF PROPOSED ANNEXATION OF 4960 HOLLISTER AVENUE A.P.N. 065-040-041 AND 125 SOUTH SAN MARCOS ROAD A.P.N. 065-030-012  
      (Board may take action on this item.)

3. CONSIDERATION OF CONTRACT AMENDMENT REQUEST BY MNS ENGINEERS FOR CONSTRUCTION MANAGEMENT OF THE BESP PHASE 1 PROJECT  
(Board may take action on this item.)
4. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR PRELIMINARY DESIGN OF THE BATTERY ENERGY STORAGE SYSTEM PROJECT  
(Board may take action on this item.)
5. GENERAL MANAGER'S REPORT
6. LEGAL COUNSEL'S REPORT
7. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
8. PRESIDENT'S REPORT
9. ITEMS FOR FUTURE MEETINGS
10. CORRESPONDENCE  
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)
11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT  
(The Board will be asked to ratify claims.)

## ADJOURNMENT

*Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's General Manager at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at [info@goletasanitary.org](mailto:info@goletasanitary.org).*

*Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.*

# MINUTES

**MINUTES**  
REGULAR MEETING OF THE GOVERNING BOARD  
GOLETA SANITARY DISTRICT  
A PUBLIC AGENCY  
DISTRICT OFFICE CONFERENCE ROOM  
ONE WILLIAM MOFFETT PLACE  
GOLETA, CALIFORNIA 93117

April 21, 2025

**CALL TO ORDER:** President Smith called the meeting to order at 6:30 p.m.

**BOARD MEMBERS PRESENT:** Jerry Smith, Steven T. Majoewsky (arrived at 6:41 p.m.), Dean Nevins, Jonathan Frye, Edward Fuller

**BOARD MEMBERS ABSENT:** None

**STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary, Teresa Kistner, Industrial Waste Control Officer, and Jeff Ferre, General Counsel (via Zoom)

**OTHERS PRESENT:** David Linville, Director, Goleta Water District (via Zoom)  
Tom Evans, Director, Goleta Water District (via Zoom)  
Bob Thomas, Director, Goleta West Sanitary District

**APPROVAL OF MINUTES:** Director Nevins made a motion, seconded by Director Fuller, to approve the minutes of the Regular Board meeting of 04/07/2025. The motion carried by the following vote:

(25/04/2308)

AYES:	4	Smith, Nevins, Frye, Fuller
NOES:		None
ABSENT:	1	Majoewsky
ABSTAIN:		None

**POSTING OF AGENDA:** The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.

**PUBLIC COMMENTS:** None

**BUSINESS:**

1. **PRESENTATION ON THE DISTRICT'S INDUSTRIAL WASTE CONTROL PROGRAM**  
Mr. Wagner began the report and introduced Teresa Kistner who gave a presentation to the Board. No Board action was taken.

2. CONSIDERATION OF 2025 ANNUAL PLANNING MEETING SUMMARY REPORT  
Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Fuller to approve the Planning Meeting Summary Report, as edited.

The motion carried by the following vote:

(25/04/2309)

AYES:	5	Smith, Majoewsky, Nevins, Frye, Fuller
NOES:	None	
ABSENT:	None	
ABSTAIN:	None	

Consensus of the Board was to move the closed session item to the end of the meeting.

3. CLOSED SESSION

- (i) PUBLIC COMMENTS ON CLOSED SESSION ITEM
- (ii) DESIGNATION OF STEVE WAGNER, GENERAL MANAGER, AS DISTRICT REPRESENTATIVE FOR LABOR NEGOTIATIONS
- (iii) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR REGARDING AGENCY DESIGNATED REPRESENTATIVE GENERAL MANAGER STEVE WAGNER UNREPRESENTED EMPLOYEES: ALL DISTRICT EMPLOYEES

Board entered closed session at 7:38 p.m.  
Board returned to open session at 7:52 p.m.

No reportable action in Closed Session  
Board returned to Item 4.

4. CONSIDERATION OF COST-OF-LIVING ADJUSTMENT TO COMPENSATION FOR ALL DISTRICT EMPLOYEES FOR FISCAL YEAR 2025-26

Board consensus was to return to this item after the Closed Session and then the following action was taken:

Director Fuller made a motion, seconded by Director Nevins to approve a Cost-of-Living adjustment of 3.26% for FY25-26 and direct staff to return with a resolution, with the revised employee salary schedule for consideration as part of the FY25-26 Budget.

The motion carried by the following vote:

(25/04/2311)

AYES:	5	Smith, Majoewsky, Nevins, Frye, Fuller
NOES:	None	
ABSENT:	None	
ABSTAIN:	None	

5. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

6. LEGAL COUNSEL'S REPORT

Mr. Ferre – No report

7. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Fuller – No report

Director Frye – Reported that he will be attending CSDA's Special District Leadership Academy training in La Quinta, Ca.

Director Nevins – No report

Director Majoewsky –Report on the Goleta Water District meeting he attended.

8. PRESIDENT'S REPORT

President Smith – No report

9. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.

10. CORRESPONDENCE

The Board reviewed and discussed the list of correspondence to and from the District in the agenda.

11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT

Director Majoewsky made a motion, seconded by Director Frye, to ratify and approve the claims, for the period 04/08/2025 to 04/21/2025 as follows:

Running Expense Fund #4640	\$	495,294.64
Capital Reserve Fund #4650	\$	16,651.70
Depreciation Replacement Reserve Fund #4655	\$	36,077.50

The motion carried by the following vote:

(25/04/2310)

AYES:	5	Smith, Majoewsky, Nevins, Frye, Fuller
NOES:		None
ABSENT:		None
ABSTAIN:		None

Board returned to Item 3, Closed session.

### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:53 p.m.

ATTEST

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Jerry D. Smith  
Governing Board President

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Robert O. Mangus, Jr.  
Governing Board Secretary

# **AGENDA ITEM #1**

**AGENDA ITEM: 1**

**MEETING DATE: May 5, 2025**

**I. NATURE OF ITEM**

Presentation on Potential Developments in District Service Areas Associated with Recently Approved Regional Housing Needs Allocations

**II. BACKGROUND INFORMATION**

In order to accommodate the State Regional Housing Needs Allocation (RHNA), local agencies have been revising their master/general plans to rezone parcels accordingly. The City of Goleta published the Goleta General Plan/Coastal Land Use Plan Housing Element 2023 to 2031 on December 5, 2023. The housing element identified and analyzed existing and projected housing needs in the area. Since the publication of the housing element, several projects have been identified and are currently in development. Most properties have only been identified for potential rezoning or development. The District has been contacted by several property owners and developers regarding potential projects, and staff has worked to identify resulting impacts to the District's collection system and treatment facility.

Two tables are attached to this report for reference, showing the parcels identified for development and the number of proposed units within the Goleta Sanitary District and Goleta West Sanitary District service areas. Also attached is a map showing the locations of the parcels identified for development. A summation of the units proposed for the larger developments, separated by District, is as follows:

District	Number of Units
GSD	6,011
GWSD	1,815
<b>Total</b>	<b>7,826</b>

There is sufficient hydraulic capacity at the treatment facility for these developments, and future facility improvements should mitigate any solids loading capacity concerns. Potential conveyance constraints do exist on a case-by-case basis, due to each project's proximity to trunk lines within the District's collection system. It is important to note that most of these projects have not begun and may take 10 to 15 years to complete, if at all.

One such development with conveyance constraints exists at the San Marcos Ranch development at 4960 Hollister Avenue and 125 South San Marcos Road. Staff is engaging with the developer to discuss project details, relevant District standards, and the best path forward for the developers. A staff report on the

request for annexation of the parcels associated with this project is included in a separate agenda report.

### **III. COMMENTS AND RECOMMENDATIONS**

The District can and will provide service to developments which demonstrate the ability to meet District standards for collection and conveyance of wastewater to the treatment facility. Staff will continue to inform the Board of any requests for annexation or sewer service availability in relation to these and other developments.

This report is for information purposes only. As such, no formal Board action is required at this time.

### **IV. REFERENCE MATERIAL**

Proposed Developments Larger Than 10 Units – GSD Service Area

Proposed Developments Larger Than 10 Units – GWSD Service Area

Map of Identified Proposed Developments

Proposed Developments Larger Than 10 Units  
Goleta Sanitary District Service Area

APN	Address	Owner	# of Units	Types of Units	Annexed (Yes/No)	Location
065-040-026	4750 Hollister Ave	Tatum	517	Apt/Townhomes	No	County of SB
065-040-041	4960 Hollister Ave	Hodges Trust	750	Apartments	No	County of SB
065-030-012	125 S San Marcos	Hodges Trust	250	Apartments	No	County of SB
071-140-064	No Address Hollister	Giorgi	1,177		No	County of SB
071-140-072	300 Sumida Gardens Ln	Athanasius Church	300		Yes	County of SB
065-080-008	5050 Hollister Ave	Montessori	300	"Multi-Family"	No	County of SB
065-080-024	5052 Hollister Ave				No	County of SB
065-080-009	Hollister				No	County of SB
061-040-049	4554 Hollister (Food Bank)	County of SB	14		No (County of SB)	County of SB
061-040-024	4500 Hollister	County of SB	75		No (County of SB)	County of SB
061-040-012	No Address Juvenile Hall	County of SB			No (County of SB)	County of SB
061-040-048	Site between Page YC and Fire Station	County of SB	18		No (County of SB)	County of SB
067-230-026	149 N San Antonio Rd	MTD	360	Apartments	Yes	County of SB
059-140-005	4678 Calle Real				Yes	County of SB
059-140-006	No Address				No	County of SB
059-140-029	Archives Parking lot Calle Real Campus	County of SB	59		No (County of SB)	County of SB
059-140-029	Child Family Services Parking Lot Calle Real	County of SB	18		No (County of SB)	County of SB
059-140-029	Above Beh Well Park Deck Calle Real	County of SB	39		No (County of SB)	County of SB
071-190-036	905 S Patterson Ave	905 S Patterson LLC	1204	Mixed	Yes	County of SB
065-090-031	600 S Patterson Ave	600 S Patterson LLC			No	County of SB
065-230-012	620 S Patterson Ave	620 S Patterson LLC			No	County of SB
071-140-048	No Address Patterson Ave	Ekwill Investors LLC			No	County of SB
061-110-014	4085 State St	De Marillac, LLC	67	Apartments	Yes	County of SB
059-130-011	No Address Cath Oaks / Via Chaparral	St Vincents Inst (East)	75		No	County of SB
059-130-014		St Vincents Inst (West)	100		No	County of SB
059-130-015		St Vincents Inst (West)			No	County of SB
071-140-071	5381 Ekwill	Scott Popeny Associates LLC	128	Townhomes	Yes	County of SB
071-130-039	449 Kellogg Way	Amkat Investors LLC	61	Townhomes	No	City of Goleta
071-130-010	469 Kellogg Way				No	City of Goleta
069-373-064	625 Dara Rd	Mikaelian Hersel	84		Yes	City of Goleta
071-130-084	490 S Fairview Ave	Torridon LLC	375		Yes	City of Goleta
069-110-018	5955 Calle Real	QCI Real Estate Holdings LLC	40	Townhomes	Yes	City of Goleta

**Total**

**6011**

Proposed Developments Larger Than 10 Units  
Goleta West Sanitary District Service Area

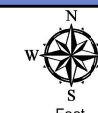
APN	Address	Owner	# of Units
077-155-004	60 Colusa Ave	Toor Family Trust	39
073-030-009 070-030-006	No Address (Hollister ave)	Westen Fam Group Jiroyan Trust	207
073-030-005	7190 Hollister Ave	KDS Santa Felicia I LLC	59
073-130-006	7264 Calle Real	Kenwood Village, LLC	190
073-020-034 073-020-003 073-020-035	7360 Hollister Ave	7360 Hollister Ave, LLC	69
079-210-066	35 Ellwood Station Rd	35 Ellwood Station, LLC	146
073-090-026	No Address (Phelps Rd)	GUSD	74
073-070-034	6470 Hollister Ave	HCR Ltd	17
077-160-066	Los Carneros Roundabout	6491 Calle Real Partners, LLC	14
077-530-021 077-530-031	7380 Cathedral Oaks Rd No Address GA Golf Course	JTGV LLC Mark Steven Abate	1000
<b>Total</b>			<b>1815</b>

**KEY TO FEATURES**

**Identified Proposed Development**

- GSD Annexed
- Not Annexed to GSD
- GWSD
- Goleta Sanitary District Boundary
- Assessor Parcels
- Freeway
- Highway

\*\*\*\*\*DISCLAIMER\*\*\*\*\*  
This map is for reference only. Although every effort has been made to ensure the accuracy of information, errors and conditions originating from physical sources used to develop the database may be reflected on this map. ZWORLD GIS shall not be liable for any errors, omissions, or damages that result from inappropriate use of this document. No level of accuracy is claimed for the boundary lines shown here on and lines should not be used to obtain coordinate values, bearings or distances.

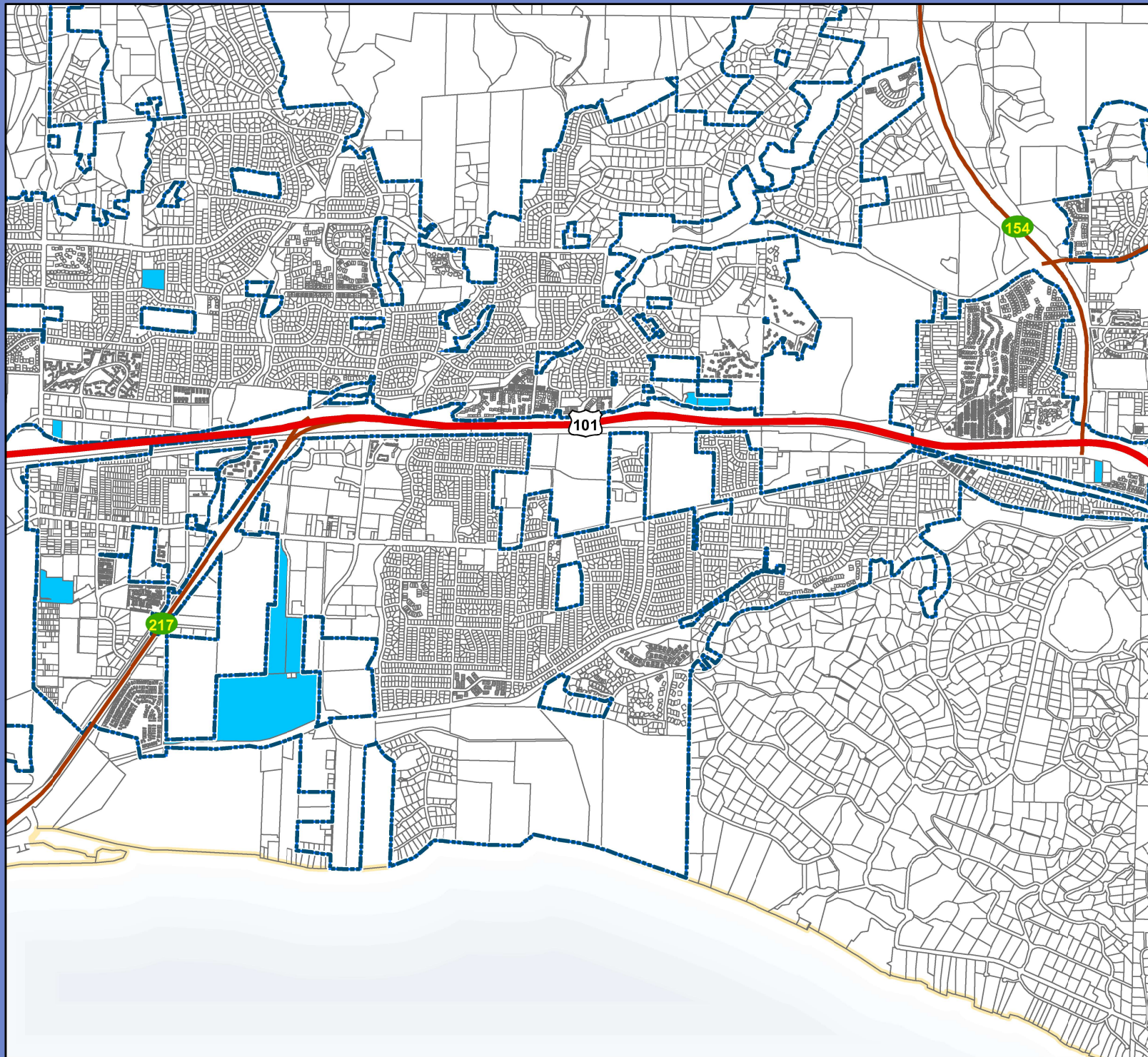


0 1,000 2,000 4,000  
Feet

State Plane California Zone V NAD 1983

Identified Proposed Development

 **WORLD**  
GEOSPATIAL INFORMATION SYSTEMS  
Prepared by ZWORLD GIS in May 2025  
[www.zworldgis.com](http://www.zworldgis.com)

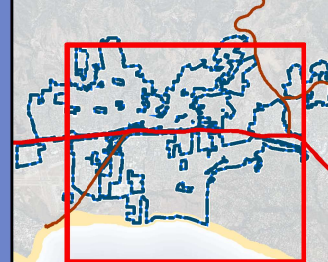


**KEY TO FEATURES**

**Identified  
Proposed  
Development**

- GSD Annexed
- Goleta Sanitary District Boundary
- Assessor Parcels
- Freeway
- Highway

**Vicinity Location**



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0 500 1,000 2,000  
State Plane California Zone V NAD 1983  
Identified Proposed Development  
GSD Annexed  
**Z WORLD**  
GEOSPATIAL INFORMATION SYSTEMS  
Prepared by ZWORLD GIS in May 2025  
www.zworldgis.com



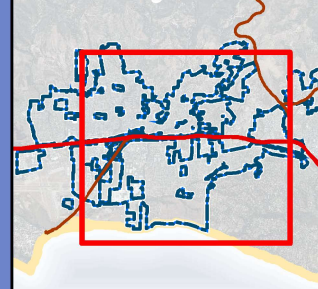
GOLETA SANITARY  
Water Resource Recovery District

## KEY TO FEATURES

### Identified Proposed Development

- Not Annexed to GSD
- Goleta Sanitary District Boundary
- Assessor Parcels
- Freeway
- Highway

### Vicinity Location



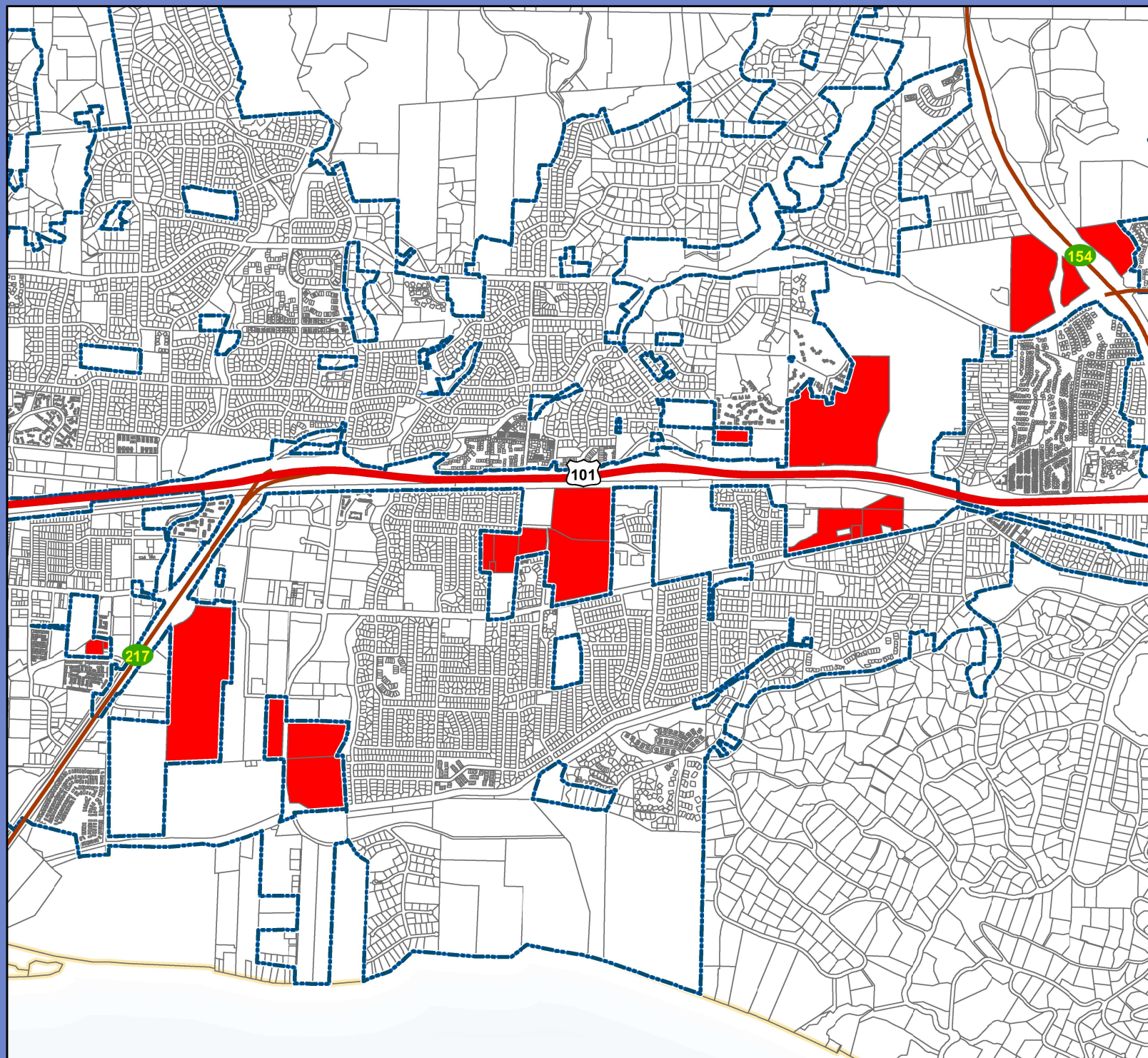
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0 500 1,000 2,000  
Feet

State Plane California Zone V NAD 1983  
Identified Proposed Development  
Not Annexed to GSD

**Z WORLD**  
GEOGRAPHICAL INFORMATION SYSTEMS  
Prepared by ZWORLD GIS in May 2025  
www.zworldgis.com





GOLETA SANITARY  
Water Resource Recovery District

#### KEY TO FEATURES

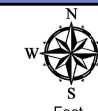
### Identified Proposed Development

-  GWSD
-  Goleta Sanitary District Boundary
-  Assessor Parcels
-  Freeway
-  Highway

#### Vicinity Location



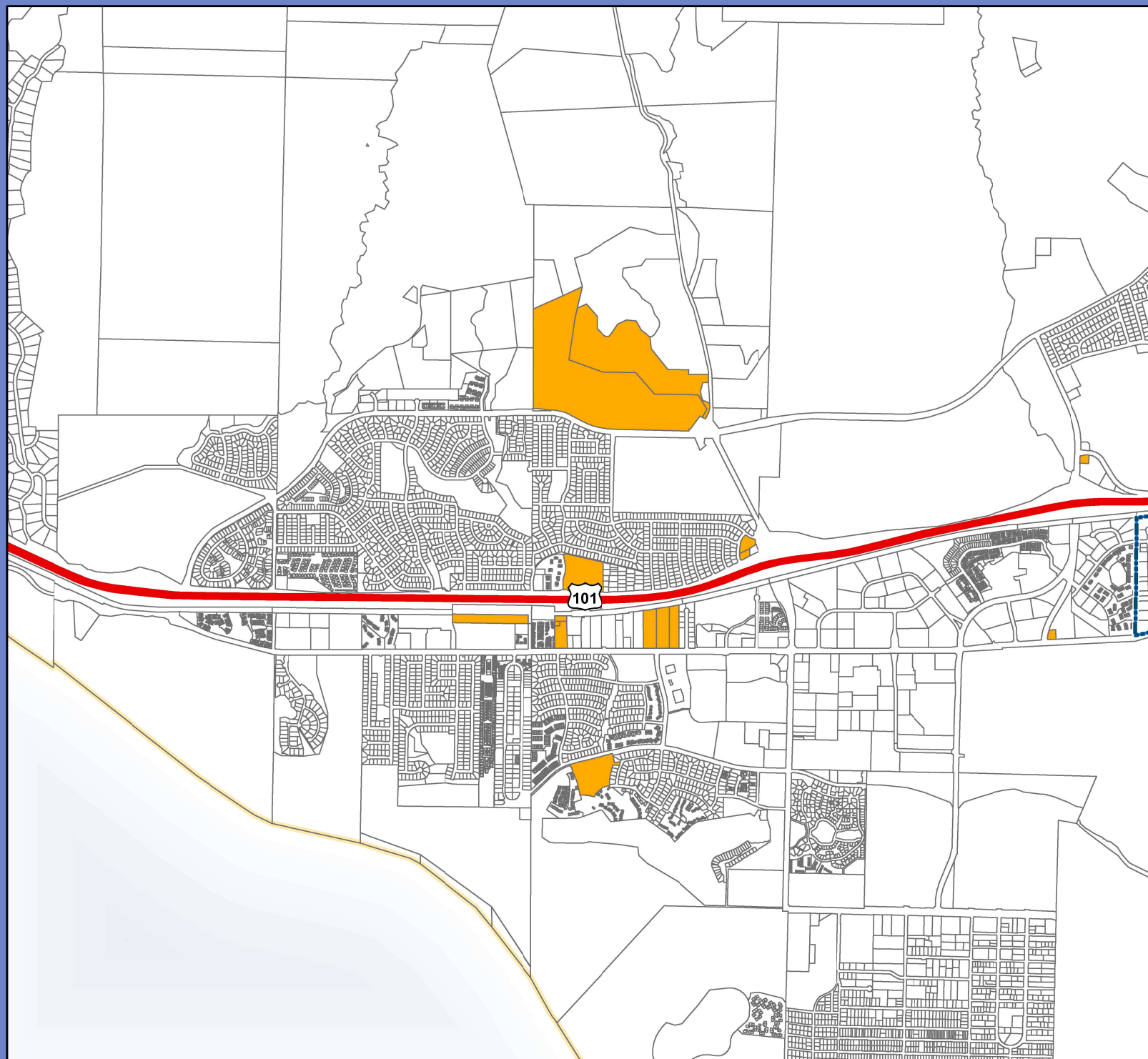
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0 500 1,000 2,000  
Feet

State Plane California Zone V NAD 1983  
Identified Proposed Development  
GWSD

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# **AGENDA ITEM #2**

**AGENDA ITEM: 2**

**MEETING DATE: May 5, 2025**

**I. NATURE OF ITEM**

Consideration of Proposed Annexation of 4960 Hollister Avenue A.P.N. 065-040-041 and 125 South San Marcos Road A.P.N. 065-030-012

**II. BACKGROUND INFORMATION**

In response to the State Regional Housing Needs Allocation (RHNA), the County of Santa Barbara has revised the zoning of 4960 Hollister Avenue (A.P.N. 065-040-041) and 125 South San Marcos Road (A.P.N. 065-030-012) to accommodate a portion of their housing allocation.

Andrew Fuller of Fuller Apartment Homes, Inc., requested a Sewer Service Availability (SSA) letter on June 14, 2024, on behalf of the owner, Brett Edward Hodges Irrevocable Trust. The SSA letter was issued on July 9, 2024. The properties are currently being used for commercial nursery operations. Proposed housing developments on the two properties total 957 units: 720 units at 4960 Hollister Avenue (Parcel 1), and 237 units at 125 South San Marcos Road (Parcel 2). The proximity of existing District sewer facilities to the properties, along South San Marcos Road, has made annexation to the District the most viable option. Even so, extension and improvement of existing sewer mains by the developer will be necessary to mitigate the impact of the developments on the District's collection system.

The proposed annexation of approximately 33.07 acres is located at the northern end of South San Marcos Road, between Hollister Avenue and Highway 101. The parcels are considered infill and are within the District's service area (sphere of influence). An application for annexation was filed with LAFCO on January 31, 2025. Staff received a letter from LAFCO dated March 12, 2025, requesting District review of the proposed annexation. A copy of the letter is attached to this report and is presented herein for Board consideration. A letter to the Board from the developer dated May 2, 2025, is also attached for Board consideration.

Mr. Fuller proposes to construct 957 apartments on Parcels 1 and 2. Staff directed the developer to perform a sewer area study to quantify the existing conditions and potential impacts of the developments on existing sewer infrastructure. Mr. Fuller is also involved in a proposed development of a neighboring parcel to the north, 4750 Hollister Avenue, referred to as the Tatum property. The developer included the Tatum property in the sewer area study to ensure that any improvements made

to the collection system are adequately sized to handle all three proposed developments in the area, not just the developments currently requesting annexation.

Pertinent pages from the sewer area study are attached to this report for reference. The report indicated that the 237 units proposed on Parcel 2 can be served by existing sewer infrastructure after an extension is built to reach that parcel. However, the addition of the 720 units proposed on Parcel 1 and the 517 units proposed on the Tatum property would require a minimum 15-inch sewer main to handle combined generation rates. The sewer improvements would require the up-sizing of roughly 4,000 feet of existing 8-inch and 10-inch gravity sewer to a 15-inch diameter pipe, spanning 19 manholes, to connect to the District's 24-inch trunk line running along Atascadero Creek.

### **III. COMMENTS AND RECOMMENDATIONS**

It is the District's understanding that Mr. Fuller has prepared the LAFCO submittals required for the annexation to bring the two properties into the District boundary and jurisdiction.

While this is not a straightforward annexation boundary adjustment proposal, staff does not foresee issues with the annexation itself. The issuance of any future connection permit will be contingent upon the completion of offsite sewer mainline improvements that meet District standards. Staff recommends the Board authorize the General Manager to inform LAFCO that the District does not object to the proposed annexation subject to this requirement.

### **IV. REFERENCE MATERIAL**

LAFCO Letter Dated March 12, 2025

Letter from Developer Dated May 2, 2025

Map of San Marcos Ranch Parcels

Excerpt of Sewer Feasibility Study for San Marcos Ranch

# LAFCO

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**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street ♦ Santa Barbara CA 93101  
805/568-3391 ♦ FAX 805/568-2249  
www.sblafco.org ♦ lafco@sblafco.org

March 12, 2025

Steve Wagner, General Manager  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

Subject: San Marcos Ranch – Annexation to the Goleta Sanitary District (LAFCO № 25-01)

Dear Steve Wagner:

A petition has been submitted to the Santa Barbara County Local Agency Formation Commission (LAFCO) proposing annexation of territory to the Goleta Sanitary District. A copy of the proposal is attached to this letter for LAFCO Proceeding № 25-01. This proposal will annex land to your district.

The above-titled application has been filed with LAFCO on January 31, 2025. This notice is pursuant to Government Code Sections 56658 (b) and 56662 (c). The Proposed Project includes annexation of approximately 33.07 acres of property into the Goleta Sanitary District for sewer service. The property is within the sphere of influence, and is located at Parcel 1 at 4960 Hollister Ave. Parcel 2 at 125 S. San Marcos Rd.

We request that you review these documents and notify us of any questions, comments, concerns or conditions you have. If you identify conditions for this project, please explain why they are necessary. We also welcome any additional comments you wish to make concerning this proposal.

By state law your district has 60 days in which to request termination of these proceeding pursuant to Government Code Sections 56857. Please respond with your comments before May 12, 2025. Your input will be considered in the preparation of the staff report that will be presented to LAFCO.

This proposal was on LAFCO's March 6, 2025 agenda for information purposes only. You will be notified in advance before LAFCO considers the merits of the proposal.

Sincerely,



Mike Prater  
Executive Officer

Attachments:  
Petition, Questionnaires, Map and Legal

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

**Proposal Justification Questionnaire for Annexations,  
Detachments and Reorganizations**

(Attach additional sheets as necessary)

1. Name of Application: (The name should match the title on the map and legal description; list all boundary changes that are part of the application)

San Marcos Ranch LLC

Goleta Sanitary District Annexation

2. Describe the acreage and general location; include street addresses if known:

The proposed annexation includes Parcel 1 at 4960 Hollister Ave., 26.22 net acres, and Parcel 2 at 125 S. San Marcos Rd., 5.55 net acres. The infill parcels are south of Highway 101, north of Hollister Avenue, located within the unincorporated area of Santa Barbara County and in a designated Urban Area near utilities, services, and public transit.

Parcel 1 Address: 4960 Hollister Ave., Santa Barbara, CA 93111

Parcel 2 Address: 125 S. San Marcos Rd., Santa Barbara, CA 93111

3. List the Assessor's Parcels within the proposal area:

Parcel 1 APN: 065-040-041

Parcel 2 APN: 065-030-012

4. Purpose of proposal: (Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.)

Annexation to the Goleta Sanitary District to provide sanitary sewer services to two existing parcels. A proposed 957-unit apartment community is being processed through the County for development approval (per Zoning Clearance per Santa Barbara County Code 35.39.010). A Can and Will Serve Letter for said site is also being processed by the Goleta Valley Water District.

5. Land Use and Zoning - Present and Future

A. Describe the existing land uses within the proposal area. Be specific.

The parcels are currently used by San Marcos Growers Wholesale Nursery for commercial nursery operations.

B. Describe any changes in land uses that would result from or be facilitated by this proposed boundary change.

The boundary change would facilitate the change in land use from wholesale nursery to multifamily residential.

C. Describe the existing zoning designations within the proposal area.

As part of the Adopted 2023-2031 Housing Element Update, the County rezoned Parcel 1 to DR-20/30 (Design Residential 20 units/acre minimum and 30 units/acre minimum) and Parcel 2 to DR-30/40 (Design Residential 30 units/acre minimum and 40 units/acre maximum) . Both parcels were previously AG-I-5 (agriculture).

D. Describe any proposed change in zoning for the proposal area. Do the existing and proposed uses conform with this zoning?

The proposed uses conform with the existing zoning.

E. (For City Annexations) Describe the prezoning that will apply to the proposal area upon annexation. Do the proposed uses conform with this prezoning?

Not applicable.

F. List all known entitlement applications pending for the property (i.e., zone change, land division or other entitlements).

Zoning Clearance per Santa Barbara County Code 35.39.010

6. Describe the area surrounding the proposal

Using Table A, describe existing land uses, general plans and zoning designations for lands adjacent to and surrounding the proposal area. The application is incomplete without this table.

Table A - Parcel 1

	<b>Existing Land Use</b>	<b>General Plan Designation</b>	<b>Zoning Designation</b>
East	Neighborhood Commercial	Neighborhood Commercial	C-2 Retail Commercial
West	Wholesale Nursery Utility Residential	Res-30/40 Units/Acre UT Public Utility Res-4.6 Units/Acre	DR-30/40 Design Residential 30 to 40 units/acre PU Public Works Utilities and Private Services Facilities DR-4.6 Design Residential 4.6 units/acre
North	Undeveloped Lot	Res-20/30 Units/Acre	DR-20/30
South	Residential	Res-4.6 Units/Acre	DR-4.6 Design Residential 4.6 units/acre

Table A - Parcel 2

	<b>Existing Land Use</b>	<b>General Plan Designation</b>	<b>Zoning Designation</b>
East	Wholesale Nursery	Res-20/30 Units/Acre	DR-20/30 Design Residential 20 to 30 units/acre
West	Undeveloped Lot Residential	Res-30/40 Units/Acre	DR-30/40 Design Residential 30 to 40 units/acre DR-4.6 Design Residential 4.6 units/acre
North	Educational Facility	Res-4.6 Units/Acre / Educational Facility	DR-4.6 Design Residential 4.6 units/acre
South	Residential	Res-4.6 Units/Acre	DR-4.6 Design Residential 4.6 units/acre

7. Conformity with Spheres of influence

A. Is the proposal area within the sphere of influence of the annexing agency?

The proposal area is within Goleta Sanitary District's service area (sphere of influence and service). The parcels are contiguous to parcels already annexed to the District.

B. If not, include a proposal to revise the sphere of influence.

Not applicable.

8. Conformity with County and City General Plans

A. Describe the existing County General Plan designation for the proposal area.

The County General Plan Designation for Parcel 1 is residential 20 units/acre minimum to 30 units/acre minimum (Res-20/30 Units/Acre) and for Parcel 2 is residential 30 units/acre minimum to 40 units/acre maximum (Res-20/30 Units/Acre).

B. (For City Annexations) Describe the City general plan designation for the area.

Not applicable.

C. Do the proposed uses conform with these plans? If not, please explain.

Yes, the proposed uses conform to these plans.

9. Topography and Natural Features

A. Describe the general topography of the proposal area and any significant natural features that may affect the proposal.

The topography of Parcel 1 and 2 is generally flat. There is a minimal slope from north to south on Parcel 1.

B. Describe the general topography of the area surrounding the proposal.

The general topography of the surrounding area is flat.

10. Impact on Agriculture

A. Does the affected property currently produce a commercial agricultural commodity?

No, the affected area does not produce a commercial agricultural commodity.

B. Is the affected property fallow land under a crop rotational program or is it enrolled in an agricultural subsidy or set-aside program?

No, the affected property is not fallow land under a crop rotational program nor enrolled in an agricultural subsidy or set-aside program.

C. Is the affected property Prime Agricultural Land as defined in Government Code §56064?

No, the property is not Prime Agricultural Land as defined in the Government Code §56064.

D. Is any portion of the proposal area within a Land Conservation (Williamson) Act contract?

No portion of the proposal area is within a Land Conservation Act contract.

1) If “yes,” provide the contract number and the date the contract was executed.

2) If “yes”, has a notice of non-renewal be filed? If so, when?

3) If this proposal is an annexation to a city, provide a copy of any protest filed by the annexing city against the contract when it was approved.

11. Impact on Open Space

Is the affected property Open Space land as defined in Government Code Section 65560?

No, the affected property is not Open Space land as defined in Government Code Section 65560.

12. Relationship to Regional Housing Goals and Policies (City annexations only)

If this proposal will result in or facilitate an increase in the number of housing units, describe the extent to which the proposal will assist the annexing city in achieving its fair share of regional housing needs as determined by SBCAG.

Not applicable as this does not involve a City annexation.

Nonetheless, the property will assist the County of Santa Barbara achieve its 2023-2031 Regional Housing Needs Allocation. Parcel 1 will provide 720 above moderate units. Parcel 2 will provide 237 lower and moderate units.

13. Population

A. Describe the number and type of existing dwelling units within the proposal area.

There is one existing single-family dwelling unit in the proposal area of Parcel 1.

B. How many new dwelling units could result from or be facilitated by the proposal?

Single-family \_\_\_\_\_ Multi-family Parcel 1= 720 units  
Parcel 2 = 237 units

14. Government Services and Controls – Plan for Providing Services (per §56653)

A. Describe the services to be extended to the affected territory by this proposal.

Public sewer service from Goleta Sanitary District.

B. Describe the level and range of the proposed services.

The owner will be responsible for extending the sewer service 8-inch main line northward from the current termination point on S San Marcos Rd (at the intersection of Sungate Ranch Road) to service Parcel 1 and Parcel 2. Each property will be separately connected to District facilities with lateral lines.

C. Indicate when the services can feasibly be provided to the proposal area.

The services can feasibly be provided within two years of the annexation.

D. Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal.

Water service to the property also needs to be upgraded.

E. Identify how these services will be financed. Include both capital improvements and ongoing maintenance and operation.

The Owner(s) intends to finance the capital improvements through a combination of debt and private equity.

The sewer main extension will be maintained and operated by the Sanitary District. The ongoing maintenance and operations of the lateral sewer lines from Parcel 1 and 2 to the main on S San Marcos will be paid for by rental revenues.

- F. Identify any alternatives for providing the services listed in Section (A) and how these alternatives would affect the cost and adequacy of services.

There are no feasible alternatives.

15. Ability of the annexing agency to provide services

Attach a statement from the annexing agency describing its ability to provide the services that are the subject of the application, including the sufficiency of revenues (per Gov't Code §56668j).

Please see the attachment titled "SMR Goleta Sanitary Sewer Service Availability Letter."

16. Dependability of Water Supply for Projected Needs (as per §56653)

If the proposal will result in or facilitate an increase in water usage, attach a statement from the retail water purveyor that describes the timely availability of water supplies that will be adequate for the projected needs.

Please see the attached Preliminary Water Service Determination letter.

17. Bonded indebtedness and zones – These questions pertain to long term debt that applies or will be applied to the affected property.

A. Do agencies whose boundaries are being changed have existing bonded debt?

No, the District has no bonded debt.

If so, please describe.

B. Will the proposal area be liable for payment of its share of this existing debt?

Not applicable.

If yes, how will this indebtedness be repaid (property taxes, assessments, water sales, etc.)

C. Should the proposal area be included within any 'Division or Zone for debt repayment? \_\_  
If yes, please describe.

Not applicable.

D. (For detachments) Does the detaching agency propose that the subject territory continue to be liable for existing bonded debt? \_\_\_\_\_. If yes, please describe.

Not applicable as this is not a detachment.

18. Environmental Impact of the Proposal

A. Who is the "lead agency" for this proposal? \_\_\_\_\_

The County of Santa Barbara is the lead agency for this proposal.

- B. What type of environmental document has been prepared?

None, Categorically Exempt -- Class \_\_\_\_\_

EIR   X   Negative Declaration \_\_\_\_\_ Mitigated ND \_\_\_\_\_

Subsequent Use of Previous EIR \_\_\_\_\_ Identify the prior report. \_\_\_\_\_

- C. If an EIR has been prepared, attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."

Please see the attachments: Santa Barbara County Housing Element Program Environmental Impact Report and Site Specific Mitigation Studies recommended per PEIR.

19. Boundaries

- A. Why are these particular boundaries being used? Ideally, what other properties should be included in the proposal?

These boundaries are being used because these two properties are not serviced by the Goleta Sanitary District, while the surrounding properties to the west, south, and east are serviced by the Goleta Sanitary District.

- B. If any landowners have included only part of the contiguous land under their ownership, explain why the additional property is not included.

Not applicable. The landowners have included all contiguous land under their ownership.

20. Final Comments

- A. Describe any conditions that should be included in LAFCO's resolution of approval.

No conditions need to be included.

- B. Provide any other comments or justifications regarding the proposal.

No other comments.

- C. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

	<u>Name</u>	<u>Address</u>	<u>Email</u>
A.	Andrew Fuller	PO Box 30157, Santa Barbara, CA 93120	andrew@fah.com
B.	Jordan Fuller	PO Box 30157, Santa Barbara, CA 93120	jordan@fah.com

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Jordan Fuller	PO Box 30157, Santa Barbara, CA 93130	jordan@fah.com	(805) 698-0201

Signature  \_\_\_\_\_  
4E2BDF3BDFC7449...

Date 1/21/2025 | 11:42 AM PST

Andrew Fuller,  
manager, San Marcos Ranch LLC



# GOLETA SANITARY

Water Resource Recovery District

July 9, 2024

San Marcos Ranch LLC  
ATTN: Andrew Fuller  
PO Box 30157  
Santa Barbara, CA 93130

**Board of Directors:**

**Edward Fuller**  
President

**Jerry D. Smith**

**Steven T. Majowski**

**Dean Nevins, PhD.**

**Sharon Rose**

**Steve D. Wagner, P.E.**  
General Manager  
District Engineer

**SUBJECT: Sewer Service Availability**  
**Sewer Service Connection for a proposed project of 1,000 residential apartment units and other residential amenities**

**APN 065-040-041 at 4960 Hollister Ave. Santa Barbara, CA 93111**  
**APN 065-030-012 at 125 S San Marcos Rd. Santa Barbara, CA 93111**

**Owner: Brett Edward Hodges Irrevocable Trust**

Dear Mr. Fuller,

This letter is in response to your recent inquiry dated June 14, 2024 relative to the availability of sewer service for the above-mentioned properties.

The subject properties, as shown on the attached parcel map, are within the Goleta Sanitary District service area (sphere of influence) but are not annexed to the District. Based on the District's preliminary understanding from the information you provided, your company, San Marcos Ranch LLC, is currently in escrow to purchase the property and proposes to construct and connect to the District's sewage collection facilities approximately 750 apartment units, along with a community leasing building, pool building, and other amenity structures at 4960 Hollister Ave. (APN 065-040-041). San Marcos Ranch LLC also proposes to construct and connect to the District's sewage collection facilities approximately 200-250 apartment units at 125 S San Marcos Rd. (APN 065-030-012). The two parcels, totaling 33.07 acres, are currently occupied by San Marcos Growers, a wholesale plant nursery.

Please be advised that adequate sewage collection, treatment, and disposal capacity is currently available to serve the proposed project and that the District does not currently have a moratorium or similar restriction on new sewer connections. Subject to the terms specified in this letter, and upon satisfaction of the conditions set forth in the attached Exhibit "A", the District will issue a sewer connection permit and authorize the connection of the project to the District's sewer collection system. Although adequate sewer

One William Moffett Place, Goleta CA 93117  
(805) 967-4519 office (805) 964-3583 fax

[www.GoletaSanitary.org](http://www.GoletaSanitary.org)

capacity is currently available to serve the project, issuing this letter does not guarantee sewer service by the District or reserve capacity for the project.

The District provides all new sewer service on a first-come, first-serve basis, as determined from the date on which the connection permit is issued.

The District cannot predict the pace of future development in the community and cannot anticipate the demand for new sewer service.

In addition, the District is unable to predict what new regulatory requirements might be imposed in the future by Federal, State and/or local agencies, or exactly what effects said requirements might have on the District's ability to accept any new connections.

This letter does not constitute a sewer connection permit for the proposed project, but sets forth the terms on which a connection permit is issued. By providing this letter, the responsibility or liability for sewer service or matters pertaining to this project will not be the responsibility of the District.

Please note that the District's current assessment with respect to capacity availability, along with terms and conditions stipulated in Exhibit "A" for this project, are valid for two years from the date of this letter. At the end of the two-year period, the applicant, if still interested in the District's availability of service, must submit in writing a request for reassessment of its service conditions and capacity availability outlined in this letter.

If you have any questions regarding this matter, please call Mr. Shamus O'Donnell at this office.

Sincerely,

A handwritten signature in black ink that reads "Steve Wagner". The signature is written in a cursive, flowing style.

Steve D. Wagner, P.E.  
General Manager/District Engineer

SDW: SO'D

Attachments  
Exhibit A  
Parcel Map  
GSD Construction Notes

cc: Shamus O'Donnell, Goleta Sanitary District  
Jordan Fuller, San Marcos Ranch LLC

## **EXHIBIT "A"**

### **TERMS AND CONDITIONS**

Applicant shall comply with all applicable District provisions of its Standards and Ordinances.

These properties must be annexed to the District. Annexation to the District may incur additional costs by other agencies, depending on the specific application. Please contact LAFCO for annexation information and application materials. LAFCO can be contacted at:

Santa Barbara LAFCO  
Mike Prater, Executive Officer  
105 E. Anapamu Street  
Room 407  
Santa Barbara, CA 93101  
(805) 568-3391  
(805) 568-2249 FAX  
Email [lafco@sblafco.org](mailto:lafco@sblafco.org)

Upon completion of the annexation, the applicant/owner(s) must submit a complete copy of the final building structure site, floor and plumbing plans to the District. The District will review the plans and contact Santa Barbara County Building and Safety after plans are reviewed. The Building and Safety Division may require that you apply for additional permits.

In the event it is necessary to construct a sewer main or trunk line extension and/or appurtenances thereto (the "Extension") to connect the project to the District's existing sewer collection system, the Extension shall be constructed, and any necessary easements shall be obtained, by and at the expense of the applicant. Upon completion of the Extension and the connection of the Project to the District's sewer system, the applicant shall execute and deliver to the District a Grant of Rights document in recordable form conveying the Extension to the District. The applicant shall also convey to the District any easements necessary to enable the District to properly operate, repair and maintain the Extension. This easement document must be executed, complete and ready for recordation. Enclosed is a copy of the District's General and Construction Notes which are to be included on the improvement plans.

Easements must be a minimum 15 feet wide and vehicle access easement must be a minimum 12 feet wide with 15 feet of vertical clearance. 25 feet of vertical clearance is required at manholes. Easement widths are based on the size and depths of the sewer lines. No trees or shrubbery may be planted within the GSD easement. Easements shall not be obstructed by permanent overhead structures. Deeds for easements shall provide for restrictions of permanent construction within the easement to allow ingress and egress for maintenance.

The site plans need to show the proposed 6" diameter building structure sewer connection, building floor and rim elevation of the upstream manhole from the proposed connection to the structure.

A sampling manhole, per District Standards, if required after our review of the project plans, needs to be shown on the plans and constructed and installed at the property line or within the private property.

A grease interceptor, if required after review of the project plans, needs to be shown on the plans and installed outside the building within the private property.

Building structures on the lot, not directly connected to a public sewer, will have to be separately connected with the public sewer upon subsequent subdivision of the lot.

Each property has to be separately connected to District facilities.

If there is an inability to achieve gravity flow from the building structure to the District's sewage collection facilities, an injector pump system design will need to be submitted to the Santa Barbara County Building and Safety Division for approval prior to connection of any portion of your force main sewer system. The design must include dual pump and alarm system.

A backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the private property whenever the residential interior plumbing fixtures are lower than the District's upstream manhole rim elevation. This manhole is the next immediate manhole upstream from the structure sewer service connection to the main sewerline.

In cases where well treatment facilities are to be connected to the District's facilities the applicant needs to submit a discharge analysis report and quantity of the discharge in gallons per year for the purpose of calculating connection fees.

All well treatment facilities, commercial and industrial manufacturing establishments are subject to the District's Industrial Waste Control Pretreatment requirements. An Industrial Waste Control Permit Application must be submitted prior to issuance of the service permit.

An area study shall be required to determine how the project will impact the existing sewage facilities (See Section 5 of the District Standard Specifications). Project acceptance by the District's General Manager will be based upon review and approval of the study.

The Applicant shall provide the District with verification that a private and/or public sewer easement has been created, conveyed and recorded, thus allowing the connection of the project to the District's public sewer. The easement documentation shall include language expressly providing for: "The construction, installation, repair, operation and maintenance of the building and lateral sewer,"

which connect the project to the District's public sewer.

Once the plans and easement documents have been received, reviewed and accepted, the District will stamp the plans approved. A sewer connection permit may be obtained by the applicant once they have paid all applicable fees, posted all required bonds and satisfied all applicable ordinances, regulations, standards and requirements of the District and any other local, state or federal agency with jurisdiction over the project.

As of the date of this letter, the required fees are as follows:

District Annexation Fees:

District Annexation Processing Fee: **\$200.00**  
District Annexation Fee: **\$2,466.00** for 1 acre or less, for properties greater than 1 acre: **\$2,466.00** multiplied by the total acreage

There are other fees associated with annexation from other agencies such as LAFCO, County of Santa Barbara and State Board of Equalization, please contact LAFCO for additional information.

Other District Fees:

Connection Fees:

Single Family Dwelling Unit: **\$2,663.00 / Unit**

Apartment, Duplex, Mobile Home Space, Condominium Unit: **\$1,864.00 / Unit**

Connection fees for commercial/industrial and other non-residential establishments are based on the number of equivalent residential units (ERUs) of the proposed development. The number of ERUs are defined as the ratio of the proposed total number of plumbing fixtures of the proposed development and that of a single-family dwelling (20 fixture units per dwelling). The connection fee for the proposed development is determined by multiplying the proposed ERUs by the connection fee of a single-family dwelling. Under no circumstance shall the fee be less than that of a single-family dwelling.

Permit fee: **\$219.00** (for project)

Permit fee: **\$219.00** (for cleanout installation at property line only, inspection fee waived)

Industrial Waste Control Annual Permit fee: **\$148.00 to \$2,351.00** (Based on Discharger Classification)

Inspection fee: **\$219.00** (per residential or commercial building structure connection)

Inspection fee: **\$292.00** (per industrial/manufacturing building structure connection)

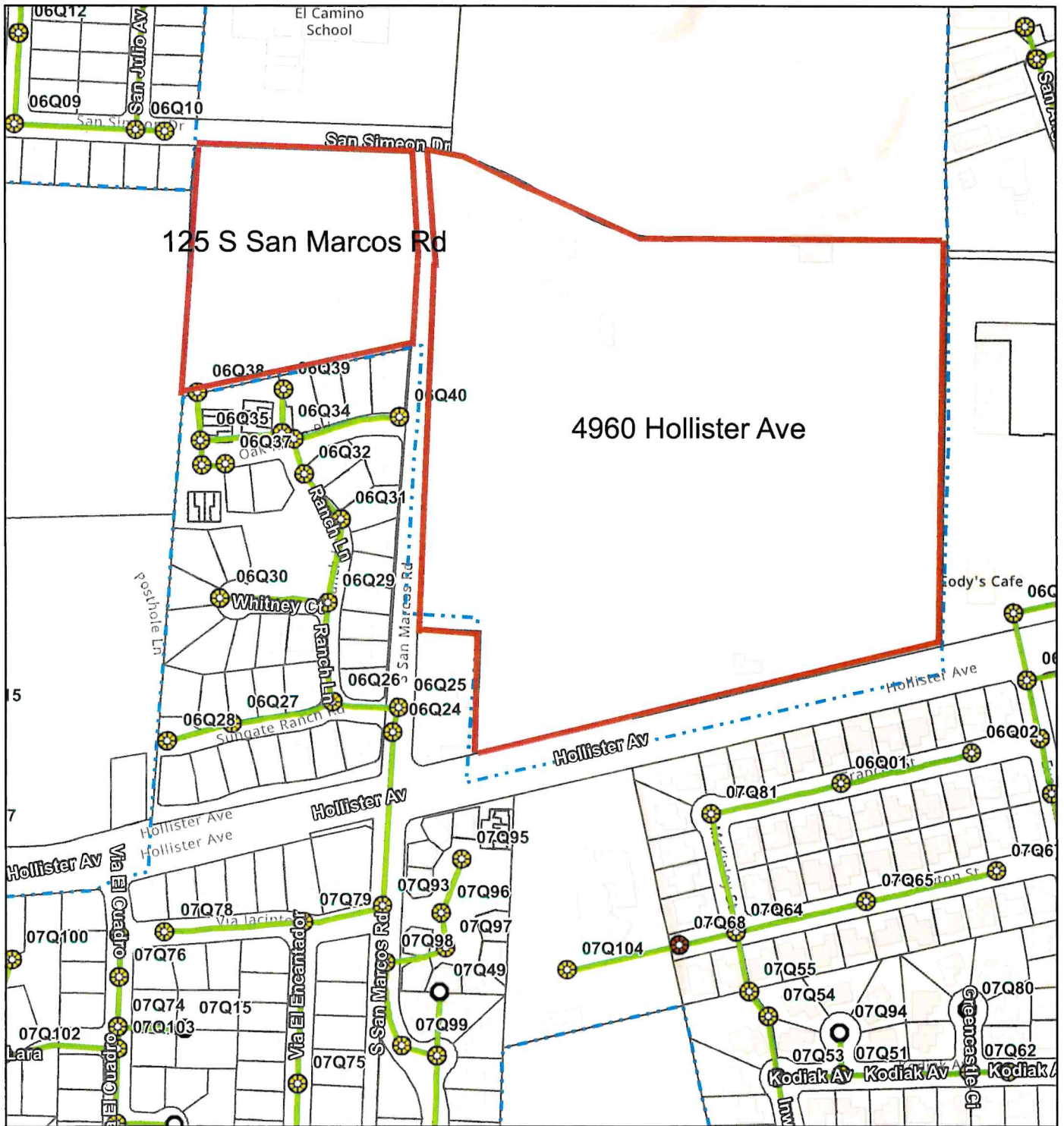
Inspection fee: **\$589.00** (per 100 feet of mainline extension)

Plan check and review fee: **\$148.00** per hour (**\$148.00** minimum fee)

Deposit, as required **\$500.00**

These fees are subject to periodic adjustments and applicant shall pay the fees in effect at the time application is made for a connection permit.

# Goleta Sanitary District



7/9/2024, 10:50:43 AM

## Structures

## Sewer Pipe

O CO

CO

## SANITARY SEWER

 DROP

DROP

 Goleta Sanitary District Boundary

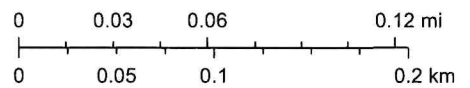
 MH

MH

Parcels

## Street Labels

1:4,514



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Goleta Sanitary District

Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management,

**GOLETA SANITARY DISTRICT**  
**GENERAL SEWER NOTES**

1. *Revisions shall not be made to these plans without the approval of the District.*
2. *Before beginning work, the contractor shall obtain a permit to excavate in public road right of ways from the County of Santa Barbara or City of Goleta, as applicable.*
3. *If work is to be done in a state highway, a permit must be obtained from the State of California, Division of Highways, District 5, San Luis Obispo, California.*
4. *Prior to issuance of the required sewer connection permit or Notice to Proceed, the contractor shall obtain and file with the District, copies of: encroachment permit(s) to excavate in County/City streets, a permit for excavations and trenches from the State of California, Division of Industrial Safety, a Certificate of Worker's Compensation Insurance and Liability Insurance with the District named as the certificate holder. The certificate shall state that the holder shall be notified 30 days prior to cancellation of policy.*
5. *Acceptance of the sewer plans by the District does not constitute a representation as to the accuracy of the location of, or the existence of, any underground utility pipe or structure within the limits of this project.*
6. *The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances and regulations.*
7. *The District will not survey or layout any portion of the work.*
8. *The District shall be notified 48 hours prior to staking the sewer line.*
9. *A licensed Civil Engineer or surveyor shall furnish the District with grade (cut) sheets and stationing for all lateral sewers and wyes, and shall provide stakes for them at their proper locations with stationing clearly marked. Lateral sewers shall be constructed in a straight alignment at right angles from the main line sewer, except as shown on the plans. Any change in alignment shall be requested in writing by the Civil Engineer.*
10. *The Civil Engineer or surveyor shall furnish the lateral sewer depth at the property line below the top of curb elevation for each lateral sewer on the grade (cut) sheet.*

## 6.8 CONSTRUCTION NOTES

The following sewer line construction notes are requirements adopted by the District and shall be shown on the title sheet of the improvement plans:

### **GOLETA SANITARY DISTRICT SEWER CONSTRUCTION NOTES**

1. *Construction of sewage collection facilities shall not commence until construction plans have been approved and permits issued by the Goleta Sanitary District. Sewer mains, laterals, and appurtenances shall be constructed according to Goleta Sanitary District standards and specifications and shall be subject to inspections to obtain acceptance of the constructed work.*
2. *Compliance with Goleta Sanitary District Standard Specifications and Santa Barbara County/City of Goleta encroachment permit(s) will be required for trench backfill. Certification of backfill compaction and material sand equivalents by a qualified, registered testing laboratory shall be provided to the Goleta Sanitary District by the permittee prior to the issuance of a Certificate of Acceptance.*
3. *Geotechnical investigations and soils reports prepared for the project shall be made available to the District.*
4. *The Goleta Sanitary District shall be notified at least forty-eight (48) hours prior to starting construction. Any construction done without approved plans, permits or prior notification to the District will be rejected, and any rework will be done at the contractor's expense. Inspection and approval by the Goleta Sanitary District shall be requested by the contractor prior to commencing and after each phase of construction, specifically, trench alignment, pipe bedding, pipe installation, backfill over installed pipe, final backfill and compaction, and clean-up.*
5. *Sewer lines near the construction site or involved with the sewer line construction shall be protected with plugs in the inlets and outlets of manholes until work is complete.*
6. *Contractor shall verify existing water, sewer, storm drain and other utility elevations prior to sewer trenching construction.*
7. *Clearance between sewer lines crossing under or over other underground utilities shall not be less than six inches (6") except for water pipes. Sewer lines shall be installed under water lines, unless otherwise approved by the Water and Sanitary Districts. If construction over water lines is permitted, the sewer main construction shall comply with State Health Department Guidelines.*
8. *The contractor shall be responsible for installing adequate bracing and shoring for excavations, temporary structures, and all partially completed portions of the work, as necessary. Sheet piling, shoring, bracing, or equivalent protection for all excavations over 5 feet deep shall be provided as required by CAL-OSHA.*

9. *Trenches shall be backfilled or secured with steel traffic plates at the end of each workday. Traffic control devices shall be provided in accordance with State of California (Caltrans) Manual of Traffic Controls for Construction and Maintenance Work Zones, latest edition, or as otherwise directed by the District.*
10. *Solvent joints are not acceptable.*
11. *A minimum four-inch (4") diameter lateral and building sewer shall be installed for each single-family residential unit with a minimum grade of 1/4" per foot (approximately 2%) from the public sewer main to the building connection.*
12. *A minimum six-inch (6") diameter lateral and building sewer shall be installed on a minimum grade of 1/8" per ft. (approximately 1%) for multiple family dwellings, churches, commercial, industrial, school buildings, etc., from the sewer main to the building connection.*
13. *Lateral sewer connections to mainline sewers shall be with fabricated wye fittings in accordance with District Standard Drawing No. 16.*
14. *Lateral sewers shall be constructed with five (5) feet of cover at property line.*
15. *The Contractor shall furnish material, labor and equipment for conducting tests for deflection, leakage, infiltration and CCTV inspections. Tests shall be made after the sewer trench has been backfilled and compacted and before paving. Compaction test reports shall be submitted to the District prior to testing.*
16. *Deflections in installed pipe shall not exceed five (5) percent of the internal pipe diameter. Any section of the pipeline that exceeds the maximum allowable deflection shall be uncovered and, if not damaged, reinstalled at the Contractor's expense. Damaged pipe shall be removed from the Work site. The contractor shall test the deflection with an approved mandrel in the presence of a Goleta Sanitary District representative.*
17. *Prior to paving and video tests, installed pipe shall be cleaned by the balling method or with a hydro jet rodding/debris vacuum unit with a spinning nozzle approved by the District. A debris trap shall be installed at the most downstream manhole during the cleaning operation. A District Inspector shall be present at all times.*
18. *Prior to paving, the main sewer line shall be CCTV inspected from center of manhole to center of manhole by the Contractor in accordance with the District's standards. Water shall be discharged into the pipeline just prior to CCTV inspection. A DVD and (printed) hardcopy of the CCTV inspection shall be submitted to the Goleta Sanitary District. A District Inspector shall be present during the entire CCTV inspection.*
19. *Manhole interiors shall be coated and spark tested in accordance with District Standards. District Inspector shall be present during the coating and testing of the Manhole. A pull test may be required at the Inspector's discretion.*

20. *Manhole covers and frames shall be manufactured of ductile iron in accordance with Goleta Sanitary District Standard Drawing No. 12. Manhole covers shall be stamped with "G.S.D. Sewer".*
21. *Manhole tops in unimproved rights of way shall be 18" above finished grade, 6" above grade in maintained landscaped areas and shall be protected per Goleta Sanitary District Standard Drawing 10.*
22. *New manholes shall be vacuum tested for leaks after assembly and before backfill unless the requirement is waived by the District Inspector.*
23. *Record Drawings. Drawings showing the actual location of all mains, structures, wyes, laterals, manholes, cleanouts, easements, etc., shall be filed with the District before final acceptance of the work. In addition, an electronic AutoCad™ format drawing recorded on a CD, showing the actual location of mains, wyes, laterals, manholes, cleanouts and appurtenant structures, including invert and rim elevations, shall be submitted to the District before final acceptance of work. The Electronic Drawing shall be in the following coordinate system; Horizontal NAD 83 North America Datum, Vertical NAVD 88 North American Vertical Datum.*

#### **6.9 RECORD DRAWINGS**

A complete set of approved drawings shall be maintained at the work site during construction. The Contractor shall record changes from the approved plans on the drawings including change orders, approved field revisions, existing utility locations and depths and other information that may differ from the approved plans.

Upon completion of construction, inspection and testing, the Project Engineer shall prepare and submit to the District a complete set of original mylars with all of the changes shown and marked as "Record Drawings". The corrected mylars, one set of prints and a CD with electronic files of the drawings in an AutoCad™ .DWG format shall be submitted to the District within 30 days of completion of construction. Record Drawings are required prior to acceptance of the sewer improvements and prior to release of bonds.

**END OF SECTION**

## Shamus O'Donnell

---

**From:** Fuller, Jordan <jordan@fah.com>  
**Sent:** Friday, June 14, 2024 4:31 PM  
**To:** Shamus O'Donnell  
**Cc:** Braden Stribling; Edgar Guerrero; Andrew Fuller  
**Subject:** Re: 4960 Hollister + 125 S San Marcos: GSD Sewer Service Availability letter

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you for the information, Shamus. Please see your requested information below:

- Contact information to include mailing address and phone number of person that the letter is to be addressed to:
  - San Marcos Ranch LLC attn Andrew Fuller
  - PO Box 30157, Santa Barbara CA 93130
  - 805-308-6000
- Contact information for anyone else that should be included in our reply: **None**
- Brief description of the buildings and activities for which sewer service is requested (e.g. one Single-Family Residence, apt. complex with # of units, etc.)
  - 4960 Hollister Parcel: Will consist of 3 story walk up apartment buildings (24 unit and 12 unit buildings scattered throughout) and a single story community leasing building and pool building, other amenity structures (roughly 750 total apartment units)
  - 125 S San Marcos: Will consist of a 3 story corridor served apartment building (roughly 200-250 apartment units)
- Brief description of any proposed changes/additions to the property: **Demolition of all current structures on site (Buildings and greenhouse) and new construction of roughly**
- Intent to subdivide the lot or keep as one parcel - **TBD if a subdivision will be needed on the 125 S. San Marcos Parcel (dependent upon the developer and funding needs, we will be selling that parcel to an affordable developer).**

Thank you,

Jordan

On Wed, Jun 12, 2024 at 4:24 PM Shamus O'Donnell <[sodonnell@goletasanitary.org](mailto:sodonnell@goletasanitary.org)> wrote:

Jordan,

My apologies for the delay. I was unable to find any record of a District Sewer Service Availability letter having been provided for these properties.

The District Sewer Service Availability (SSA) letter will list the conditions that need to be met in order for the District to issue a sewer connection permit. We can also provide a preliminary cost of District fees for this project.

**TO:**

Local Agency Formation Commission  
County of Santa Barbara  
105 East Anapamu Street, Rm 407  
Santa Barbara, CA 93101

**To be filled in by LAFCO**

File No: \_\_\_\_\_  
Date Presented: \_\_\_\_\_  
Officially Filed: \_\_\_\_\_  
Designated as: \_\_\_\_\_  
\_\_\_\_\_  
LAFCO Action: \_\_\_\_\_  
Date: \_\_\_\_\_

**PETITION FOR**

Annexation of two parcels (APN: 065-040-041 & 065-030-012) into the Goleta Sanitary District

(Name of Proposal)

The undersigned by their signature hereon DO HEREBY REPRESENT REQUEST AND PETITION as follows:

1. The proposal is made pursuant to Part 3, Division 3, and Title 5 of the California Government Code (commencing with Section 56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).
2. The nature of the proposed change of organization (i.e., annexation, detachment, Reorganization, etc.) is/are:

Annexation

3. The name or names of all districts and/or cities for which any such change or organization is proposed is as follows:

County of Santa Barbara

4. The names of all other affected counties, cities and districts are:

N/A

5. The territory(ies) proposed for Annexation

is/are: uninhabited - but will be inhabited post development (957 apartment units)

(**uninhabited** (less than 12 people) or **inhabited** (12 or more people))

6. This proposal **is** / **is not** within the sphere of influence of the affected city and/or district.  
(Circle one)

7. Complete description of the exterior boundaries of the territory proposed for annexation.  
**Please attach legal description to this petition.**

8. Do the boundaries of the districts or cities listed above overlap or conflict with the boundaries of the proposed annexation? \_\_\_\_\_ Yes  x  No

If yes, justify the need for overlapping or conflicting boundaries:

---



---

9. List any of the districts or cities, as above-listed, which possess authority to perform the same or similar function as requested herein.

none

---

(Name of public agency or agencies)

10. Do the boundaries of the territory proposed split lines of assessment?  
 \_\_\_\_\_ Yes  x  No

11. Do the boundaries of the territory proposed create an island or corridor of unincorporated territory or a strip? \_\_\_\_\_ Yes  x  No

If yes, justify the necessity for the island corridor or strip:

---



---



---

12. If the proposed boundary follows a street or highway, does it follow the center of the street or highway? \_\_\_\_\_ Yes  x  No

13. It is desired that this proposal provide for and be made subject to the following terms and conditions:

A. Annexation into the Goleta Sanitary District with full service for future development of 957 for rent apartment units and common areas across the two parcels.

---

B. Ability to construct and connect the new development to the District's existing 8" sewer main located on S. Marcos Road.

---

14. The reasons for this proposal are:

A. The two parcels will be the site of 957 for rent apartment units, along with shared community buildings and facilities, as well as a private pool for residents.

B. The District's service area flanks the two parcels in question and adequate service and capacity has already been acknowledged via the attached GSD's sewer service availability letter for the future project.

15. The persons signing this petition have signed as x registered voters **OR** \_\_\_\_\_ owners of land.

16. If the formation of a new district is included in the proposal: N/A

A. The principal act(s) under which said district(s) is/are proposed to be formed is/are: \_\_\_\_\_

B. The proposed name(s) of the new district(s) is/are: \_\_\_\_\_

C. The boundaries of the proposed new district(s) are as described in Exhibit(s) \_\_\_\_\_, \_\_\_\_\_, heretofore incorporated herein.

17. If an incorporation or formation of a district is in the proposal: N/A

A. The proposed name of the new city/district is: \_\_\_\_\_

B. Provisions are requested for appointment of:

i. City/District Manager \_\_\_\_\_ Yes \_\_\_\_\_ No

ii. City Clerk & City Treasurer \_\_\_\_\_ Yes \_\_\_\_\_ No  
(City only)

C. Number of members proposed for initial Board of Directors/City Council, pursuant to Chapter Three commencing with §61120. (Please check one, below.)  
\_\_\_\_\_ 3 (Three) \_\_\_\_\_ 5 (Five)

18. If the proposal includes the consolidation of special districts, the proposed name of the consolidated district(s) is/are: N/A

19. How will the new district be financed? N/A

\_\_\_\_\_  
\_\_\_\_\_

20. Proponents of this proposal: (Names of Chief Petitioners, not to exceed three (3), who hereby request that proceedings be taken in accordance with the provisions of Section 56000, et. seq. of the Government Code and herewith affix signatures) as follows:

Please sign on the top line and print on the line below.

Name	Mailing Address
1. <small>DocuSigned by:</small> <i>ANDREW FULLER</i> <small>4E2BDF68BDFC7449...</small>	1/20/2025   1:14 PM PST
Andrew Fuller, San Marcos Ranch LLC	PO Box 30157, Santa Barbara, CA 93110
2. <small>Signed by:</small> <i>Natalie Hodges</i> <small>7843A52714C50B...</small>	1/20/2025   5:00 PM PST
Natalie Hodges, representative trustee of current property owners	4425 Via Esperanza, SB, CA 93110
3.	

When a form is completed and the requisite number of qualified signatures has been obtained (after circulation), the petition is to be filed with the Executive Officer.

**The petition and signature sheets must be left intact. Removal of the signature sheets from one counterpart to another counterpart will invalidate the entire petition.**

**NOTE: THIS PAGE MUST BE COMPLETED AND ATTACHED TO EACH PETITION.**

According to Election Code, Section 104, whenever any petition is submitted to the elections official, each section of the petition shall have attached to it a declaration signed by the Circulator of the petition, setting forth, in the Circulator's own hand, the following:

**PRINTED NAME OF CIRCULATOR** (including given name, middle name or initial and last name):

Andrew Fuller, San Marcos Ranch LLC

**RESIDENCE ADDRESS OF CIRCULATOR:**

PO Box 30157, Santa Barbara, CA 93130

**DATES ON WHICH ALL SIGNATURES TO THE PETITION WERE OBTAINED:**

Starting date: 1/1/25

Ending date: 1/25/25

The Circulator, by affixing his/her signature below, hereby certifies:

1. That the Circulator circulated the attached petition and witnessed the appended signatures being written;
2. That, according to the best information and belief of the Circulator, each signature is the genuine signature of the person whose name it purports to be;
3. That the Circulator shall certify to the content of the declaration as to its truth and correctness, under penalty or perjury under the laws of the State of California, with the signature of his or her name at length, including given name, middle name or initial, and last name.

1/20/25

Date

DocuSigned by:

ANDREW FULLER

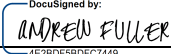

4E2BDF5BDFC7449...

Andrew Fuller, San Marcos Ranch LLC

Name (as required above)

As a signer of this Petition, I hereby certify that I have read the content of the Petition and request that proceedings be taken for the proposal as provided by said Petition.

**PLEASE SIGN NAME ON THE TOP LINE**  
**PRINT NAME ON THE SECOND LINE**

Date signed	Signature & printed name of Petitioners	Residential Address of Petitioners	Official Use Only
	Sign: <small>DocuSigned by:</small>  <small>4E2BDF58DFC7449...</small>		
	Print: Andrew Fuller, San Marcos Ranch LLC	PO Box 30157, Santa Barbara, CA 93130	
	Sign: <small>Signed by:</small>  <small>784C6A52740C49B...</small>		
	Print: Natalie Hodges, representative trustee of current property owners	4425 Via Esperanza, SB, CA 93110	
	Sign:		
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**EXHIBIT "A"**  
Legal Description

For [APN/Parcel ID\(s\): 065-040-041 and 065-030-012](#)

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: [APN 065-040-041](#)

PARCEL "A" OF PARCEL MAP NO. 12677 IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN [BOOK 22, PAGE 13](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: [APN 065-030-012](#)

THAT PORTION OF THAT CERTAIN TRACT OF LAND, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED IN THE DEED IN TRUST TO DONN B. TATUM, AS TRUSTEE, RECORDED MARCH 8, 1961, AS INSTRUMENT NO. 7959 IN [BOOK 1832, PAGE 966 OF OFFICIAL RECORDS](#), OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

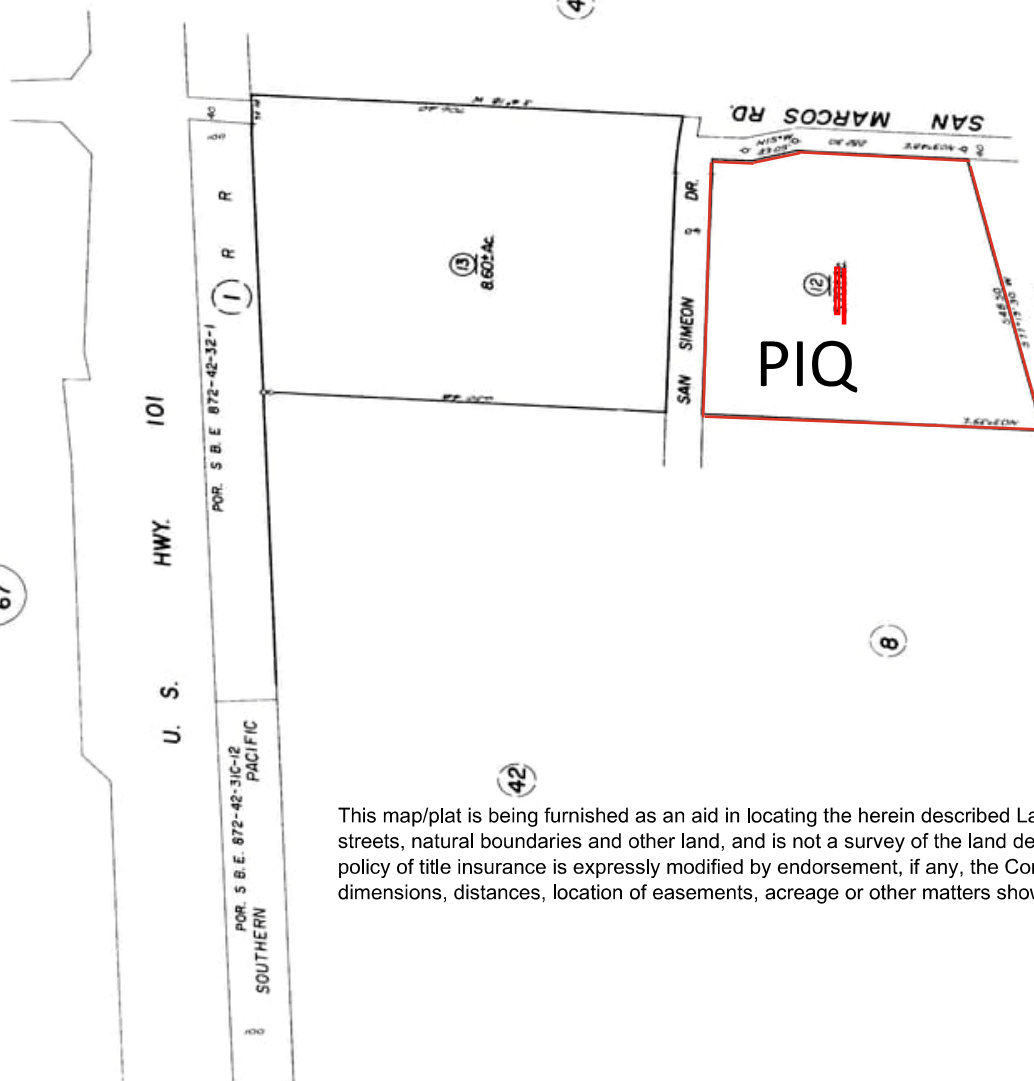
BEGINNING AT AN ANGLE POINT IN THE WEST LINE OF SAID TATUM TRACT, BEING THE SOUTHWESTERLY TERMINUS OF THE COURSE SHOWN AS "S. 77°19' 1/2' W. 548.5' " ON A MAP OF SURVEY FILED SEPTEMBER 5, 1961 IN [BOOK 6, PAGE 28](#) OF MAPS AND SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO VALENTINE WINTERS, JR., RECORDED APRIL 7, 1888, IN [BOOK 20, PAGE 471](#) OF DEEDS, RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID HEREINABOVE MENTIONED TATUM TRACT TO A POINT DISTANT THEREON SOUTH 04°14' WEST 660.36 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE INTO SAID TATUM TRACT SOUTH 87°03' EAST 449.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 625.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE CENTERLINE OF SAN MARCOS ROAD, 40.00 WIDE, AS SHOWN ON SAID MAP IN [BOOK 6, PAGE 28](#) OF MAPS AND SURVEYS; THENCE ALONG SAID CENTERLINE SOUTH 4° 15' WEST TO THE SOUTHERLY TERMINUS OF THE COURSE SHOWN AS "N 4 1/4°E. 266.50' " ON SAID MAP; THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 15°00' EAST, 83.09 FEET; AND SOUTH 03°48' WEST 282.30 FEET TO THE NORTHEAST CORNER OF SAID HEREINABOVE MENTIONED WINTERS TRACT BEING AN ANGLE POINT ON THE SOUTHERLY LINE OF SAID TATUM TRACT; THENCE ALONG THE NORTHERLY LINE OF SAID WINTERS TRACT, ALSO BEING THE SOUTHERLY LINE OF SAID TATUM TRACT SOUTH 77°19'30" WEST 548.00 FEET TO THE POINT OF BEGINNING.

65-03

Tax Area Code

RANCHO LA GOLETA

Bk.  
67



Assessor's Map Bk.65 - Pg.03

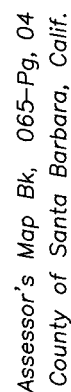
County of Santa Barbara, Calif.

10/65

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



09/21 37, 38 & 43 into 45, 46 & 47

**N O T I C E**  
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**Current Landowners:**

San Marcos Holdings LLC, a Delaware limited liability company, as to an undivided 1/3 interest; Sharon W. Bradford, Trustee of the Sharon W. Bradford Trust dated January 23, 2003, as to an undivided  $\frac{1}{6}$  interest; Ryan W. Hale, Trustee of the Bradford 2023 Irrevocable Trust dated April 18, 2023, as to an undivided 1/6 interest; and Natalie Penn Hodges, as Trustee of the Brett Edward Hodges Irrevocable Trust dated January 30, 2023, as to an undivided 1/3 interest, as tenants in common

**Future Landowners (currently in escrow):**

San Marcos Ranch LLC

May 2, 2025

Dear Goleta Sanitary District Board Members,

On behalf of San Marcos Ranch and the Tatum development teams, we are pleased to submit this letter expressing our desire to annex into the Goleta Sanitary District.

These selected developments will be the first to break ground in support of meeting the County's Housing Element requirements. They will provide essential housing resources for Santa Barbara County, offering both affordable and market-rate options for the community. The County Board of Supervisors and Planning Commission have thoroughly reviewed and approved each site as part of the adopted 2023-2031 Housing Element Update. The State of California's Department of Housing and Community Development (HCD) has required the County to plan for 5,664 new housing units during this period, and these selected properties are key to meeting those state-mandated requirements.

We are encouraged that the sewer treatment plant has sufficient capacity to accommodate the effluent coming from both developments. However, our research into system connection options revealed that the conveyance system consists of outdated clay pipes and inconsistent pipe sizes. We further understand that certain sections lack adequate slope and do not meet current standards. As a result, both projects recognize their responsibility to either upgrade the collection system or provide an alternative conveyance method to meet the District's requirements.

We look forward to working with District staff to implement the necessary improvements to move these projects forward. We respectfully encourage the Board to support our annexation request. Our project area is contiguous to the District and meets all annexation eligibility requirements.

San Marcos Ranch LLC

DocuSigned by:

ANDREW FULLER

By: Andrew Fuller, Manager

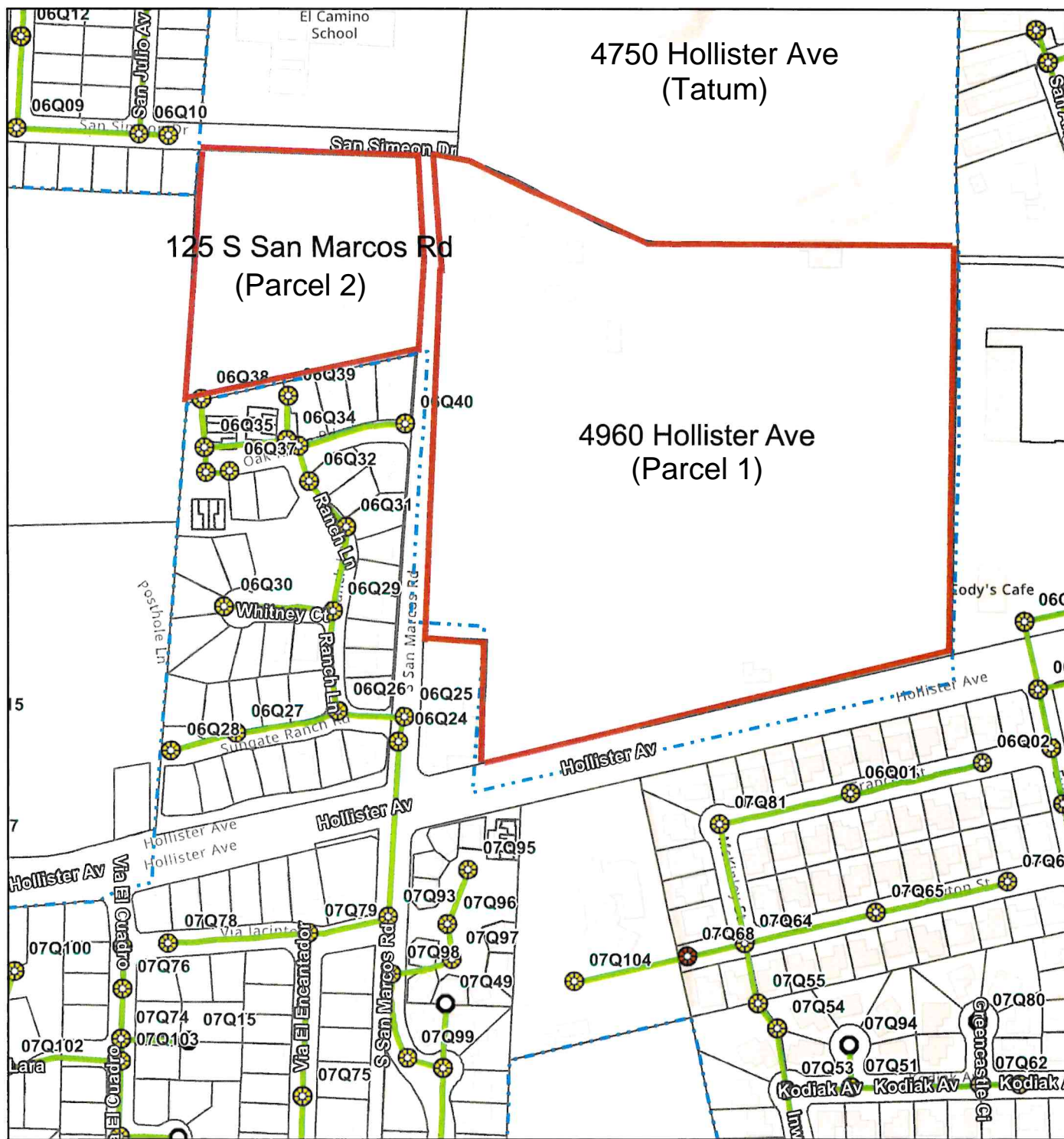
Red Tail Multifamily Land Development (AKA Tatum)

Signed by:

Ron Wu

By: Ron Wu

# Goleta Sanitary District



7/9/2024, 10:50:43 AM

## Structures

## Sewer Pipe

 $\text{O} \quad \text{CO}$ 

CO

 SANITARY SEWER DROP

DROP

 Goleta Sanitary District Boundary

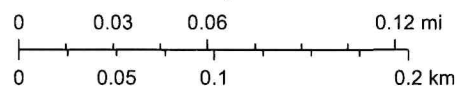
 MH

MH

☐ Parcels

## Street Labels

1:4,514



Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Goleta Sanitary District

Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management,

# **SEWER FEASIBILITY STUDY**

for

**San Marcos Ranch  
4960 Hollister Avenue  
Santa Barbara, CA 93111  
&  
125 South San Marcos Road  
Santa Barbara, CA 93111**

**Prepared For:**

**San Marcos Ranch, LLC  
P.O. Box 30157  
Santa Barbara, CA 93110**

**Prepared By:**



**DESIGN ASSOCIATES**

**CCE Design Associates Inc  
771 E. Daily Drive, Suite 120 | Camarillo, CA 93010  
805.738.5434**

# SEWER FEASIBILITY STUDY

for

**San Marcos Ranch  
4960 Hollister Avenue  
Santa Barbara, CA 93111  
&  
125 South San Marcos Road  
Santa Barbara, CA 93111**

Date: April 28, 2025

Project Manager: Randy Chapman, P.E.  
RCE No. 69614

Project Engineer: Ben Bourne

CCE Job Number: C24.0877

**Prepared By:**

Randy Chapman, P.E.  
CCE Design Associates, Inc

Date

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## 2. Executive Summary

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This Sewer Feasibility Study has been prepared to evaluate whether the existing sanitary sewer system operated by the Goleta Sanitary District (GSD) can accommodate the proposed San Marcos Ranch Development in the City of Goleta. The development consists of two residential parcels:

- Parcel 1 – A 27.37-acre site proposed for market-rate multi-family housing
- Parcel 2 – A 5.70-acre site designated for affordable multi-family housing

To support these developments, the project includes the construction of approximately 850 linear feet of new 12-inch sewer main along San Marcos Road, which will connect to the existing 8-inch sewer system. This study also considers future flow contributions from a neighboring development to the north of Parcel 1—referred to as the Tatum Site—which is anticipated to use the same sewer infrastructure.

Per GSD requirements, flow monitoring was conducted at two manholes—MH-20 (north of Hollister Avenue) and MH-26 (at Anita Lane and Via El Encantador), refer to the exhibit in Attachment B for Manhole locations—to assess baseline conditions. Monitoring, performed by Gold Coast Environmental, Inc., confirmed that under existing conditions, the 8-inch sewer line is operating within GSD design criteria. Flows remain below the 50% depth-to-diameter (d/D) capacity threshold and generally meet the minimum velocity requirement of 2 feet per second.

A segment of the system with a slope of 0.35%—slightly less than the GSD minimum of 0.4%—was identified. However, hydraulic modeling and observed performance confirm this section functions adequately under current flow conditions.

Modeling of projected peak flows from the San Marcos Ranch and Tatum developments shows that the system will exceed GSD's maximum allowable d/D ratio, indicating insufficient downstream conveyance capacity. Conversations with GSD Engineering Staff have confirmed, however, that the Goleta Wastewater Treatment Plant has adequate capacity to treat flows from all three developments. As such, the capacity limitations identified in this study pertain to the sewer conveyance infrastructure rather than treatment capability.

To mitigate the conveyance deficiency, the study recommends replacing the existing 8-inch sewer line between MH-20 and MH-26—a stretch of approximately 1,500 linear feet—with a 15-inch sewer line. This upgrade would ensure compliance with GSD capacity and velocity requirements. Additional evaluation downstream of MH-26 is also recommended to determine whether further system upgrades are necessary to accommodate the cumulative peak flows before discharge to the GSD trunk sewer line.

## 3. Project Background

---

### 3.1 PROJECT DESCRIPTION

The San Marcos Ranch Development is a proposed residential project located within the City of Goleta and within the service sphere of influence of the Goleta Sanitary District (GSD). The development consists of two separate parcels:

- Parcel 1 – A 27.37-acre site at 4690 Hollister Avenue, proposes to construct 720 units for market-rate multi-family housing; this is equivalent to 26.3 units/acre.
- Parcel 2 – A 5.70-acre site at 125 South San Marcos Road, proposes to construct 237 units of affordable multi-family housing, which equates to 41.6 units/ac.
- Tatum – A 18.22-acre site located at 4750 Hollister Avenue, proposes to construct 517 units combining both market rate and affordable units, this is equivalent to 28.4 units/acre.

In addition, this study considers the Tatum Development, a separate residential project proposed at 4750 Hollister Avenue, also within GSD's sphere of influence. Although the Tatum site is being developed independently, it is expected to contribute flows to the same downstream sewer system as the San Marcos Ranch parcels.

While all three sites lie within GSD's sphere of influence, none are currently annexed into the District. Annexation will be pursued individually through the Santa Barbara Local Agency Formation Commission (LAFCO) as part of the development process.

Sanitary flows from all three parcels will be conveyed to the existing 8-inch sewer main along San Marcos Road via a new 12-inch line. This includes the construction of approximately 850 linear feet of new 12-inch sewer main extending south along San Marcos Road. The new segment will be constructed as part of the San Marcos Ranch Development, and a 12-inch stub-out will be provided at the upstream manhole to facilitate future connection by the Tatum Development.

### **3.2 REPORT OBJECTIVE**

The objective of this Sewer Feasibility Study is to evaluate whether the existing downstream sanitary sewer infrastructure has sufficient capacity to accommodate wastewater flows generated by:

- The proposed San Marcos Ranch Development (Parcels 1 and 2)
- The future Tatum Development

This analysis is performed in accordance with the Goleta Sanitary District's 2008 Standard Specifications for Design and Construction of Sanitary Sewers. The study also addresses specific requirements set forth by GSD, including the implementation of a flow monitoring program at key downstream locations to assess baseline conditions and evaluate the hydraulic impacts of the proposed developments.

### **3.3 APPLICABLE STANDARDS.**

The design and analysis conform to the following GSD Standards:

- GSD 2008 Design Standards for Sanitary Sewer Systems
- Average and peak flow rates calculated per Table 2 and Section 7.3.2
- Hydraulic modeling using Manning's Equation with  $n = 0.013$
- Minimum allowable velocity of 2 feet per second
- Maximum depth-to-diameter ratio ( $d/D$ ) of 50% during peak flow for all pipes 12-inches or smaller.
- Maximum depth-to-diameter ration ( $d/D$ ) of 75% during peak flow for all pipes greater than 12-inches.

- Minimum allowable sewer slope of 0.4%, although an existing segment with a 0.35% slope was observed to perform adequately under existing conditions.

## 4. References

1. Goleta Sanitary District Standard Specifications for Design & Construction of Sewer Sanitary Sewers, 2008
2. Sewer Collection System Master Plan, 2000 (Brown and Caldwell)
3. Flow Monitoring Results by Gold Coast Environmental, Inc.

## 5. Existing Conditions/Flow Test

### 5.1 EXISTING SEWER INFRASTRUCTURE

The area surrounding the proposed developments is currently served by a backbone sewer system consisting of 8-inch diameter vitrified clay pipes with variable slopes ranging from 0.35% to 2.1%. Notably, a segment of the sewer line has a slope of 0.35%, which is below the GSD minimum allowable of 0.4% per their 2008 standards. Despite this, hydraulic modeling and flow monitoring confirm that the existing system meets GSD performance requirements under current conditions, including adequate flow velocities and d/D ratios less than 0.5.

These findings indicate that, while slope non-conformance exists locally, it does not currently impair system performance under baseline flow conditions.

### 5.2 FLOW MONITORING PROGRAM

To evaluate existing sewer conditions and establish a baseline for impact analysis, flow monitoring was conducted in accordance with GSD requirements. The monitoring was performed by Gold Coast Environmental, Inc., with equipment installed at two key manhole locations selected by GSD:

- Location No. 1: MH-20 – north of Hollister Avenue
- Location No. 2: MH-26 – at the intersection of Anita Lane and Via El Encantador.

Refer to the exhibit in Attachment B for location.

Monitoring equipment was installed and remained in place for two weeks to capture representative flow conditions, including weekday and weekend usage. Table 1 summarizes the average and peak flows observed during the monitoring period. Raw data is included in Attachment C.

**Table 1 - Summary of Flow Monitoring Results**

Location No.	Manhole ID	Average Flow (cfs)	Peak Observed Flow (cfs)	Pipe diameter (in)	Observed d/D Ratio	Observed velocity (fps)
1	MH-20	0.00600	0.07453	8	25.4%	2.032
2	MH-26	0.00575	0.0512	8	23.5%	1.536

The flow data confirms that the existing sewer system is operating within acceptable capacity thresholds:

- d/D ratios remain below 50%, consistent with GSD standards for pipes 12 inches or smaller
- Flow velocities meet or approach the minimum 2 feet per second in most areas

It is noted, however, that the velocity observed at MH-26 (1.536 fps) is slightly below the required minimum, suggesting potential limitations in self-cleaning capacity at that location.

While the system currently performs adequately, the introduction of significant new flow from the San Marcos Ranch and Tatum developments requires further evaluation to assess downstream impacts and determine whether infrastructure enhancements will be required.

## 6. Proposed Development Flows

### 6.1 DESIGN CRITERIA

Wastewater generation for the proposed development has been calculated in accordance with the **Goleta Sanitary District (GSD) 2008 Standards for Design and Construction of Sanitary Sewers**. The design criteria applied in this study are summarized below:

- **Average Flow Rate:**  
Based on a zoning flow coefficient of 0.0105 cfs per acre for multi-family residential use, as defined in Table 2, Section 7.3.1
- **Peak Flow Rate:**  
Calculated using the peaking factor method outlined in Section 7.3.2
- **Hydraulic Design Parameters:**
  - Minimum pipe velocity: 2.0 feet per second
  - Manning's roughness coefficient:  $n = 0.013$
  - Maximum allowable depth-to-diameter ratio (d/D):
    - 0.50 (50%) for pipes  $\leq 12$  inches in diameter
    - 0.75 (75%) for pipes  $> 12$  inches in diameter

### 6.2 PARCEL FLOW ESTIMATES

Table 2 summarizes the projected average and peak wastewater flows for each parcel, calculated using the design parameters described above. Detailed calculations are provided in Attachment A.

**Table 2 - Projected Wastewater Flows by Parcel**

Parcel	Area (ac)	Zoning flow Coefficient (cfs/ac)	Avg. Flow (cfs)	Peak Flow (cfs)
1 – Market Rate	27.37	0.0105	0.287	0.718
2 - Affordable	5.70	0.0105	0.060	0.198
3 – Tatum	18.22	0.0105	0.191	0.514
Total	51.29	–	0.538	1.43

### 6.3 COMBINED IMPACT AT MONITORING LOCATIONS

The combined peak flow of 1.431 cfs from the San Marcos Ranch (Parcels 1 and 2) and the future Tatum development is projected to enter the existing 8-inch sewer system at the monitored locations—MH-20 and MH-26. Table 3 provides a comparison between existing and projected flows at each manhole, along with the calculated capacity thresholds.

**Table 3 - Flow Comparison at Monitoring Locations**

Location No.	Manhole ID	Existing Peak Flow (cfs)	Projected Peak Flow (cfs)	50% Capacity (cfs)	Capacity Status
1	MH-20	0.07453	1.503	0.365	Over capacity
2	MH-26	0.0512	2.705	0.575	Over capacity

The projected increase in peak flow from the proposed developments will significantly exceed the allowable capacity of the existing 8-inch sewer line at both monitored locations. Specifically, projected flows represent more than four to five times the 50% d/D capacity limit set by GSD.

Although the proposed lateral and on-site sewer systems for each parcel are designed to maintain self-cleaning velocities and accommodate peak flows, the downstream public infrastructure lacks adequate capacity and will require upgrades or relief improvements. From both a constructability and cost perspective, replacing the deficient segments of the existing sewer system is identified as the preferred solution.

## 7. Capacity Analysis

### 7.1 EXISTING VS. PROJECTED FLOWS

Flow monitoring confirms that under current conditions, the existing 8-inch sewer infrastructure between MH-20 and MH-26 operates within Goleta Sanitary District (GSD) design criteria. Recorded peak flows at each manhole were:

- MH-20: 0.07453 cfs
- MH-26: 0.05120 cfs

These flows correspond to depth-to-diameter (d/D) ratios of less than 0.50, consistent with GSD requirements. Flow velocities also met minimum thresholds at MH-26; however, velocity at MH-20 was slightly below the 2 feet per second standard. Despite this, the system currently demonstrates acceptable performance under existing conditions.

The proposed developments—San Marcos Ranch (Parcels 1 and 2) and the Tatum Site—will introduce a combined peak flow of approximately 1.431 cfs. This increase results in total projected flows of:

- MH-20: ~1.503 cfs
- MH-26: ~2.705 cfs

These projected flows substantially exceed the capacity limits of an 8-inch diameter pipe under GSD's design criterion (maximum d/D = 0.50), indicating that the downstream segments are not adequately

sized to convey post-development flows. As a result, capacity deficiencies are expected at both monitoring locations without improvements.

## 7.2 HYDRAULIC MODELING AND ANALYSIS

Hydraulic analysis was performed using Manning's Equation with a roughness coefficient of  $n = 0.013$  and verified using modeling software, including Hydraflow Express. The results confirm the following:

- The onsite sewer infrastructure for all three parcels (San Marcos Ranch and Tatum) is designed to meet GSD standards for slope and velocity, ensuring proper conveyance and self-cleaning velocities under both average and peak conditions.
- The existing downstream public sewer infrastructure, however, lacks sufficient capacity to handle the projected cumulative flows.

This capacity limitation is further exacerbated by a segment of the system with a slope of 0.35%, which is below GSD's minimum allowable slope of 0.4%. Although this segment performs adequately under current conditions, it presents a risk of becoming a hydraulic bottleneck as flows increase due to development.

Detailed modeling outputs and calculations supporting these findings are provided in Attachment A.

## 7.3 SYSTEM DEFICIENCIES AND IMPACTS

The following deficiencies and impacts have been identified based on the projected development flows:

- Exceedance of capacity at MH-20 and MH-26 when peak flows from the proposed developments are included
- Potential surcharge and flow reversal or backups within the existing 8-inch sewer line during peak periods
- Non-compliance with GSD's design criteria, specifically the  $d/D \leq 0.50$  threshold for pipes 12 inches or smaller

Without appropriate mitigation, these conditions may result in reduced system performance, increased maintenance needs, or sanitary sewer overflows (SSOs) during peak conditions.

Despite the identified conveyance limitations, conversations with GSD Engineering Staff confirm that the existing Goleta Wastewater Treatment Plant has sufficient capacity to treat the cumulative flow from the San Marcos Ranch and Tatum developments. Therefore, the identified limitations are strictly related to pipe conveyance capacity and not to treatment plant infrastructure.

## 8. Conclusions and Recommendations

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Based on the findings of this Sewer Feasibility Study, the existing 8-inch sanitary sewer line between MH-20 and MH-26 does not have adequate capacity to convey the projected peak wastewater flows from the San Marcos Ranch (Parcels 1 and 2) and the Tatum developments. Hydraulic modeling indicates that these flows will exceed GSD's design criterion of a maximum 50% depth-to-diameter ratio ( $d/D$ ) for pipes 12 inches or smaller.

Importantly, conversations with Goleta Sanitary District (GSD) Engineering Staff confirm that while the conveyance system is undersized, the Goleta Wastewater Treatment Plant has sufficient capacity to treat the combined flows from all three developments. Therefore, the system limitations are limited to pipeline conveyance, not treatment capability.

### Recommended Mitigation: Sewer Line Replacement

To ensure compliance with GSD design criteria and accommodate the projected flows, the following improvements are recommended:

Replace the existing 8-inch sewer line from MH-20 to MH-26 with a 15-inch PVC sewer line.

- Approximate replacement length: 1,500 linear feet
- The new 15-inch line will maintain the existing slope and provide sufficient capacity
- GSD allows sewer pipes greater than 12 inches in diameter to operate at up to 75% d/D capacity

The table below summarizes the performance of a 15-inch line under projected post-development conditions:

Location No.	Manhole ID	Pipe size (in)	Projected Peak Flow (cfs)	75% Capacity (cfs)	Capacity Status	Velocity (fps)
1	MH-20	15	1.503	3.485	44%	2.87
2	MH-26	15	2.705	5.495	47%	4.75

This replacement will ensure that the system remains well within allowable capacity limits and maintains minimum self-cleaning velocities of greater than 2.0 feet per second. Supporting calculations are provided in Attachment A, and the alignment of the proposed improvement is shown in Attachment B.

### Alternative Consideration: 12-Inch Pipe Evaluation

An evaluation was also performed to determine whether a 12-inch sewer line could adequately handle the projected peak flows. While the 12-inch option does convey the total peak flow volume, it exceeds the allowable 50% d/D ratio established by GSD for pipes of this size.

Location No.	Manhole ID	Pipe size (in)	Projected Peak Flow (cfs)	50% Capacity (cfs)	Capacity Status	Velocity (fps)
1	MH-20	12	1.503	0.365	63%	2.88
2	MH-26	12	2.705	0.575	69%	4.67

While the 12-inch pipe would achieve sufficient velocity, it would not satisfy GSD's conservative d/D capacity requirements and is therefore not recommended as a viable alternative. Supporting calculations are provided in Attachment A.

### **Additional Considerations**

It is also recommended that further downstream evaluation be conducted at manholes beyond MH-26 to assess whether additional segments (approximately 1,800 linear feet) up to the connection with the GSD trunk sewer line require upsizing. Flow monitoring or hydraulic modeling may be necessary to confirm downstream capacity.

### **Conclusion**

The preferred and recommended solution is to replace the existing 8-inch sewer line between MH-20 and MH-26 with a 15-inch line to accommodate peak flows from the San Marcos Ranch and Tatum developments. This approach ensures compliance with GSD capacity and velocity standards and provides a scalable long-term solution for conveyance without overburdening the existing infrastructure.

## 9. Attachments

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Attachment A	Sewer Demand Calculations
Attachment B	Sewer Exhibit Maps
Attachment C	Flow Monitoring Summary (Gold Coast Environmental, Inc.)



**Attachment A**  
Sewer Demand Calculations

Sewer Area Study  
Existing Condition Analysis  
Results from Gold Coast Environmeal, Inc Flow Monitoring

Test Location Number	Street Name	Segment		(1) Existing Pipe		(2) Design Capacity (cfs)		Area Contribution (ac)		(3) Area Zoning Coefficient (cfs/ac)	(4) Calculated Avg. Flow (cfs)	(5) Calculated Peak Flow (cfs)	Cumulative Peak Flow (cfs)	Flow Depth		%Full (d/D)
		MH#	MH#	Size (in)	Slope (%)	1/2 Full (≤12")	3/4 Full (>12")							(ft)	(in)	
1	San Marcos Rd	20	20	8	0.35%	0.365		A1-A2	12.06	0.0022	0.006	0.075	0.075	0.169333	2.032	25.4%
	San Marcos Rd	20	21	8	0.35%	0.365			0.00	0.0022	0.000	0.000	0.075		0	0%
	Via Jacinto	21	23	8	0.35%	0.365		A3-A4	2.76	0.0022		0.000	0.075		0	0%
	Via El Encantador	23	24	8	0.35%	0.365		A5	2.11	0.0022		0.000	0.075		0	0%
	Via El Encantador	24	25	8	1.49%	0.752		A6	2.79	0.0022		0.000	0.075		0	0%
2	Via El Encantador	25	26	8	0.87%	0.575		A7	1.63	0.0022	0.006	0.512	0.512	0.156833	1.881996	23.5%

- Notes:
- (1) Existing pipe parameters taken from as-built plans
  - (2) Design capacities per Section 7.4 of GSD Standard Secifications
  - (3) Average sewage generation flow rates taken from Table 2 - Seweage Generation Flow Rates per Section 7.3.1 of GSD Standard Secifications
  - (4) From Flow Monitoring conducted by Gold Coast Environmental, Inc (see Attachment C)
  - (5) From Flow Monitoring conducted by Gold Coast Environmental, Inc (see Attachment C)

Results summarize readings from the flow monitoring performed by Gold Coast Environmental, indicating that the existing 8-inch line from MH-20 to MH-26 has adequate capacity to handle the existing flows.

Sewer Area Study  
Development of Tatum San Marcos Ranch (Affordable Market Rate)  
(keep existing 8")

Test Location Number	Street Name	Segment		(1) Existing Pipe		(2) Design Capacity (cfs)		Area Contribution (ac)		(3) Area Zoning Coefficient (cfs/ac)	(4) Calculated Avg. Flow (cfs)	(5) Calculated Peak Flow (cfs)	Cumulative Peak Flow (cfs)	Flow Depth		%Full (d/D)
		MH#	MH#	Size (in)	Slope (%)	1/2 Full (≤12")	3/4 Full (>12")							(ft)	(in)	
	Tatum	17	18	12	0.60%	0.477			18.22	0.0105	0.191	0.514	0.514	0.29	3.48	29%
	SMR-Parcel 2	18	19	12	0.60%	0.477			5.70	0.0105	0.060	0.198	0.711	0.34	4.08	34%
	SMR-Parcel 1	19	20	12	0.60%	0.477			27.37	0.0105	0.287	0.718	1.429	0.49	5.88	49%
1	San Marcos Rd	20	20	8	0.35%	0.365		A1-A2	12.06	0.0022	0.006	0.075	1.503	1.32	15.84	198%
	San Marcos Rd	20	21	8	0.35%	0.365			0.00	0.0022				1.32	15.84	198%
	Via Jacinto	21	23	8	0.35%	0.365		A3-A4	2.76	0.0022				1.32	15.84	198%
	Via El Encantador	23	24	8	0.35%	0.365		A5	2.11	0.0022				1.32	15.84	198%
	Via El Encantador	24	25	8	1.49%	0.752		A6	2.79	0.0022				0.68	8.16	102%
2	Via El Encantador	25	26	8	0.87%	0.575		A7	1.63	0.0022	0.006	0.051	2.705	1.59638	19.15656	239%

- Notes:
- (1) Existing pipe parameters taken from as-built plans
  - (2) Design capacities per Section 7.4 of GSD Standard Specifications
  - (3) Average sewage generation flow rates taken from Table 2 - Sewage Generation Flow Rates per Section 7.3.1 of GSD Standard Specifications
  - (4) Calculated using the Chezy-Manning formula w/ n value of 0.013 per Section 7.1 of GSD Standard Specifications
  - (5) Peak sewage flow rate = Peaking factor \* Average Flow, peaking factors per Section 7.3.2 of GSD Standard Specifications

Results indicate that the existing 8-inch sewer line from MH-20 to MH-26 does not have adequate capacity to accommodate the additional flows from the proposed developments.

Sewer Area Study  
Development of Tatum San Marcos Ranch (Affordable Market Rate)  
Replace existing 8" with 12"

Test Location Number	Street Name	Segment		(1) Existing Pipe		(2) Design Capacity (cfs)		Area Contribution (ac)		(3) Area Zoning Coefficient (cfs/ac)	(4) Calculated Avg. Flow (cfs)	(5) Calculated Peak Flow (cfs)	Cumulative Peak Flow (cfs)	Flow Depth		%Full (d/D)
		MH#	MH#	Size (in)	Slope (%)	1/2 Full (≤12")	3/4 Full (>12")							(ft)	(in)	
	Tatum	17	18	12	0.70%	1.5			18.22	0.0105	0.191	0.514	0.514	0.29	3.48	29%
	SMR-Parcel 2	18	19	12	0.70%	1.5			5.70	0.0105	0.060	0.198	0.711	0.34	4.08	34%
	SMR-Parcel 1	19	20	12	0.70%	1.5			27.37	0.0105	0.287	0.718	1.429	0.49	5.88	49%
1	San Marcos Rd	20	20	12	0.35%	0.365		A1-A2	12.06	0.0022	0.006	0.075	1.503	0.63	7.56	63%
	San Marcos Rd	20	21	12	0.35%	0.365			0.00	0.0022				0.63	7.56	63%
	Via Jacinto	21	23	12	0.35%	0.365		A3-A4	2.76	0.0022				0.63	7.56	63%
	Via El Encantador	23	24	12	0.35%	0.365		A5	2.11	0.0022				0.63	7.56	63%
	Via El Encantador	24	25	12	1.49%	0.752		A6	2.79	0.0022				0.41	4.92	41%
2	Via El Encantador	25	26	12	0.87%	0.575		A7	1.63	0.0022	0.006	0.051	2.705	0.69	8.28	69%

- Notes:
- (1) Existing pipe parameters taken from as-built plans
  - (2) Design capacities per Section 7.4 of GSD Standard Secifications
  - (3) Average sewage generation flow rates taken from Table 2 - Seweage Generation Flow Rates per Section 7.3.1 of GSD Standard Secifications
  - (4) Calculated using the Chezy-Manning formula w/ n value of 0.013 per Section 7.1 of GSD Standard Secifications
  - (5) Peak sewage flow rate = Peaking factor \* Average Flow, peaking factors per Section 7.3.2 of GSD Standard Secifications

Results indicate that replacing the segment of line from MH-20 to MH-26 with a 12" pipe will not provide adequate relief and the system will still exceed the allowable parameters when introducing flows from the proposed developments.

# Channel Report

12-inch pipe flow depth velocity @ MH20

## MH-20 12-in Pipe

### Circular

Diameter (ft) = 1.00

Invert Elev (ft) = 10.00

Slope (%) = 0.35

N-Value = 0.013

### Calculations

Compute by: Known Q

Known Q (cfs) = 1.50

### Highlighted

Depth (ft) = 0.63

Q (cfs) = 1.503

Area (sqft) = 0.52

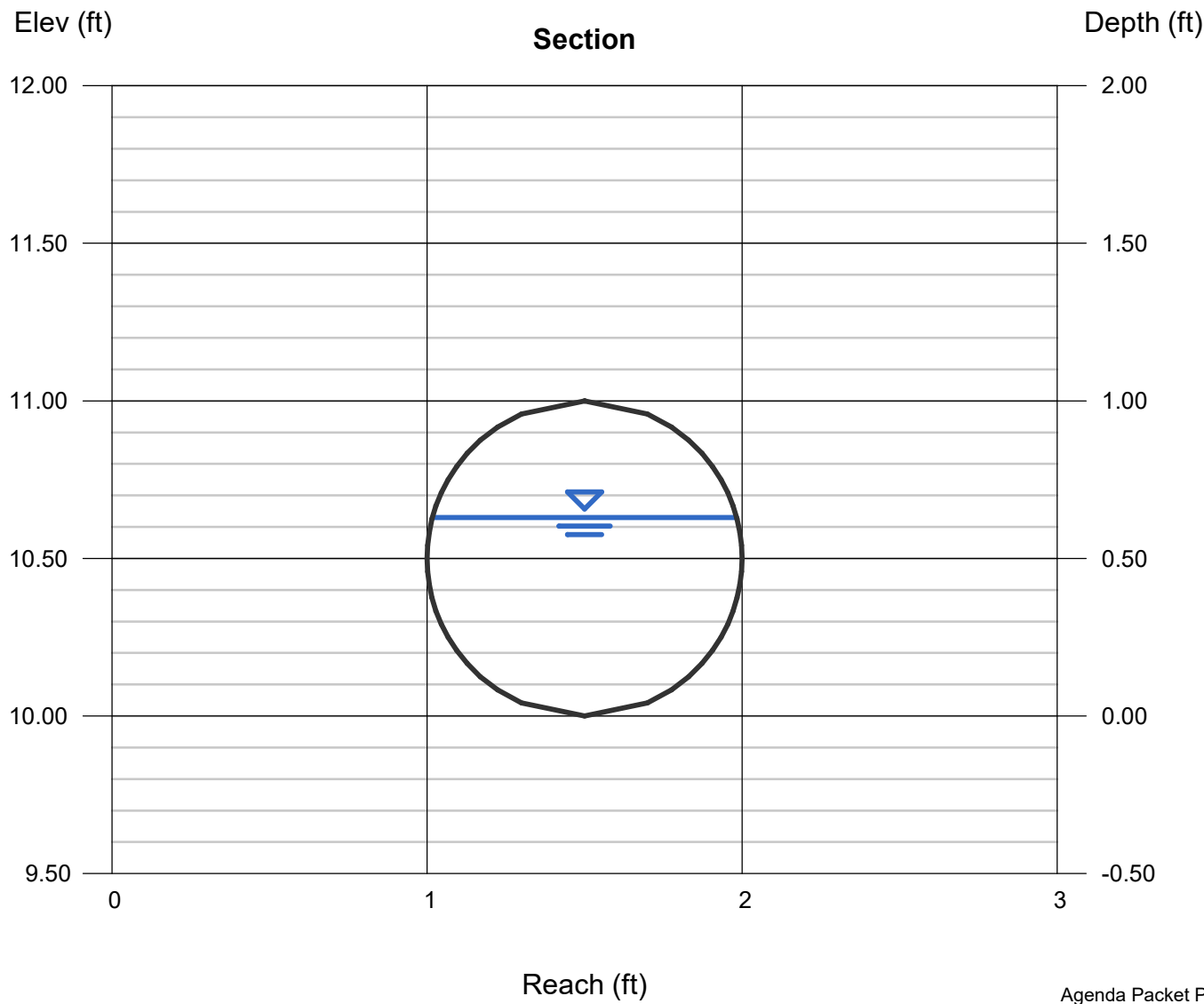
Velocity (ft/s) = 2.88

Wetted Perim (ft) = 1.83

Crit Depth, Yc (ft) = 0.52

Top Width (ft) = 0.97

EGL (ft) = 0.76



# Channel Report

12-inch pipe flow depth velocity @ MH26

## MH-26 12-in Pipe

### Circular

Diameter (ft) = 1.00

Invert Elev (ft) = 10.00

Slope (%) = 0.87

N-Value = 0.013

### Calculations

Compute by: Known Q

Known Q (cfs) = 2.71

### Highlighted

Depth (ft) = 0.69

Q (cfs) = 2.710

Area (sqft) = 0.58

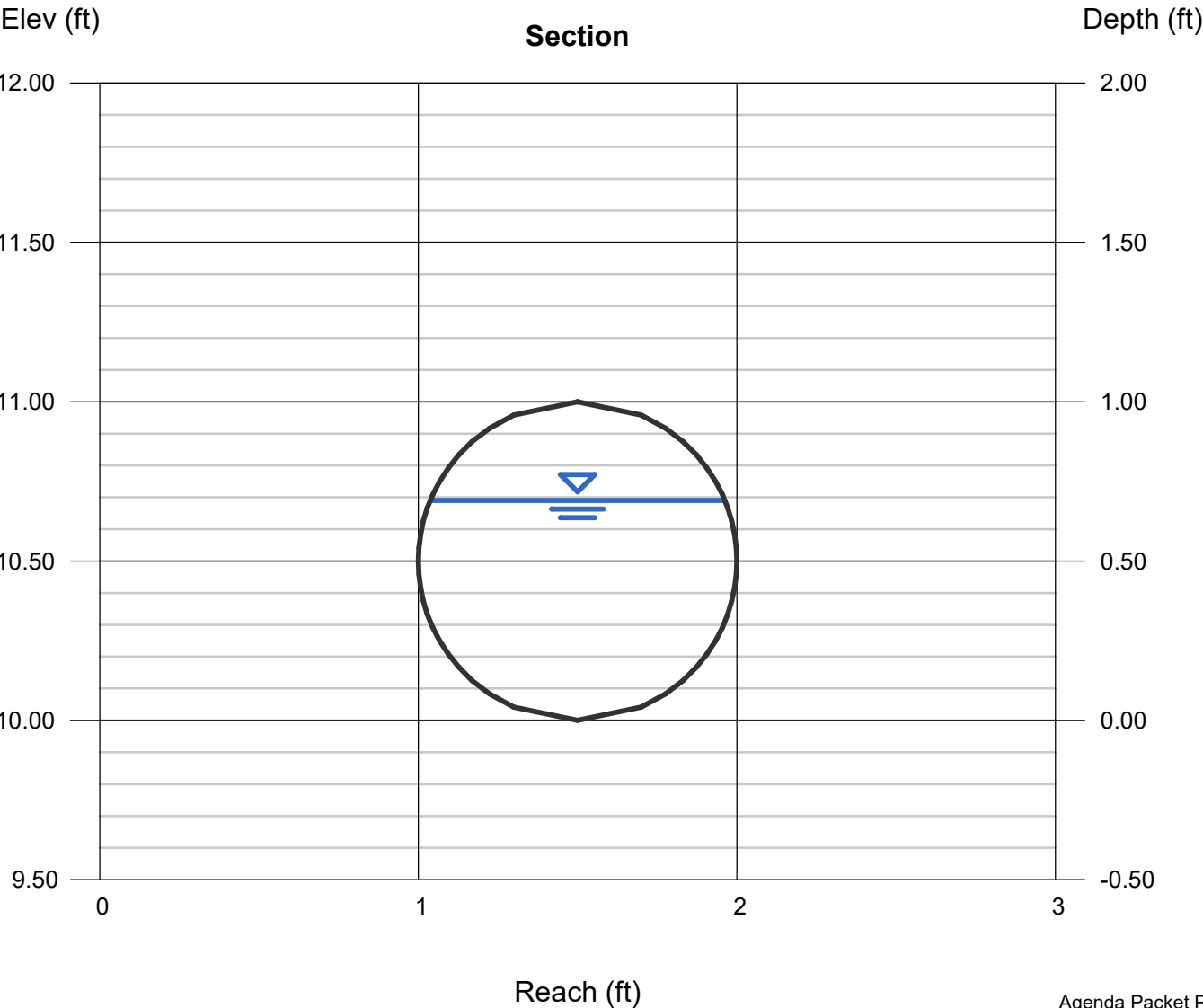
Velocity (ft/s) = 4.67

Wetted Perim (ft) = 1.96

Crit Depth, Yc (ft) = 0.71

Top Width (ft) = 0.92

EGL (ft) = 1.03



Sewer Area Study  
Development of Tatum San Marcos Ranch (Affordable Market Rate)  
Replace existing 8" with 15"

Test Location Number	Street Name	Segment		(1) Existing Pipe		(2) Design Capacity (cfs)		Area Contribution (ac)		(3) Area Zoning Coefficient (cfs/ac)	(4) Calculated Avg. Flow (cfs)	(5) Calculated Peak Flow (cfs)	Cumulative Peak Flow (cfs)	Flow Depth		%Full (d/D)
		MH#	MH#	Size (in)	Slope (%)	1/2 Full (≤12")	3/4 Full (>12")							(ft)	(in)	
	Tatum	17	18	12	0.70%	1.5			18.22	0.0105	0.191	0.514	0.514	0.29	3.48	29%
	SMR-Parcel 2	18	19	12	0.70%	1.5			5.70	0.0105	0.060	0.198	0.711	0.34	4.08	34%
	SMR-Parcel 1	19	20	12	0.70%	1.5			27.37	0.0105	0.287	0.718	1.429	0.49	5.88	49%
1	San Marcos Rd	20	20	15	0.35%		3.485	A1-A2	12.06	0.0022	0.006	0.075	1.503	0.55	6.6	44%
	San Marcos Rd	20	21	15	0.35%		3.485		0.00	0.0022				0.55	6.6	44%
	Via Jacinto	21	23	15	0.35%		3.485	A3-A4	2.76	0.0022				0.55	6.6	44%
	Via El Encantador	23	24	15	0.35%		3.485	A5	2.11	0.0022				0.55	6.6	44%
	Via El Encantador	24	25	15	1.49%		7.215	A6	2.79	0.0022				0.37	4.44	30%
2	Via El Encantador	25	26	15	0.87%		5.495	A7	1.63	0.0022	0.006	0.051	2.705	0.59	7.08	47%

- Notes:
- (1) Existing pipe parameters taken from as-built plans
  - (2) Design capacities per Section 7.4 of GSD Standard Secifications
  - (3) Average sewage generation flow rates taken from Table 2 - Seweage Generation Flow Rates per Section 7.3.1 of GSD Standard Secifications
  - (4) Calculated using the Chezy-Manning formula w/ n value of 0.013 per Section 7.1 of GSD Standard Secifications
  - (5) Peak sewage flow rate = Peaking factor \* Average Flow, peaking factors per Section 7.3.2 of GSD Standard Secifications

Results indicate that replacing the segment of line from MH-20 to MH-26 with a 15" pipe will provide adequate capacity handle the additional flows from the proposed developments and meet GSD requirements.

# Channel Report

15-inch pipe flow depth velocity @ MH20

## MH-20 15-in Pipe

### Circular

Diameter (ft) = 1.25

Invert Elev (ft) = 10.00

Slope (%) = 0.35

N-Value = 0.013

### Calculations

Compute by: Known Q

Known Q (cfs) = 1.50

### Highlighted

Depth (ft) = 0.55

Q (cfs) = 1.500

Area (sqft) = 0.52

Velocity (ft/s) = 2.87

Wetted Perim (ft) = 1.82

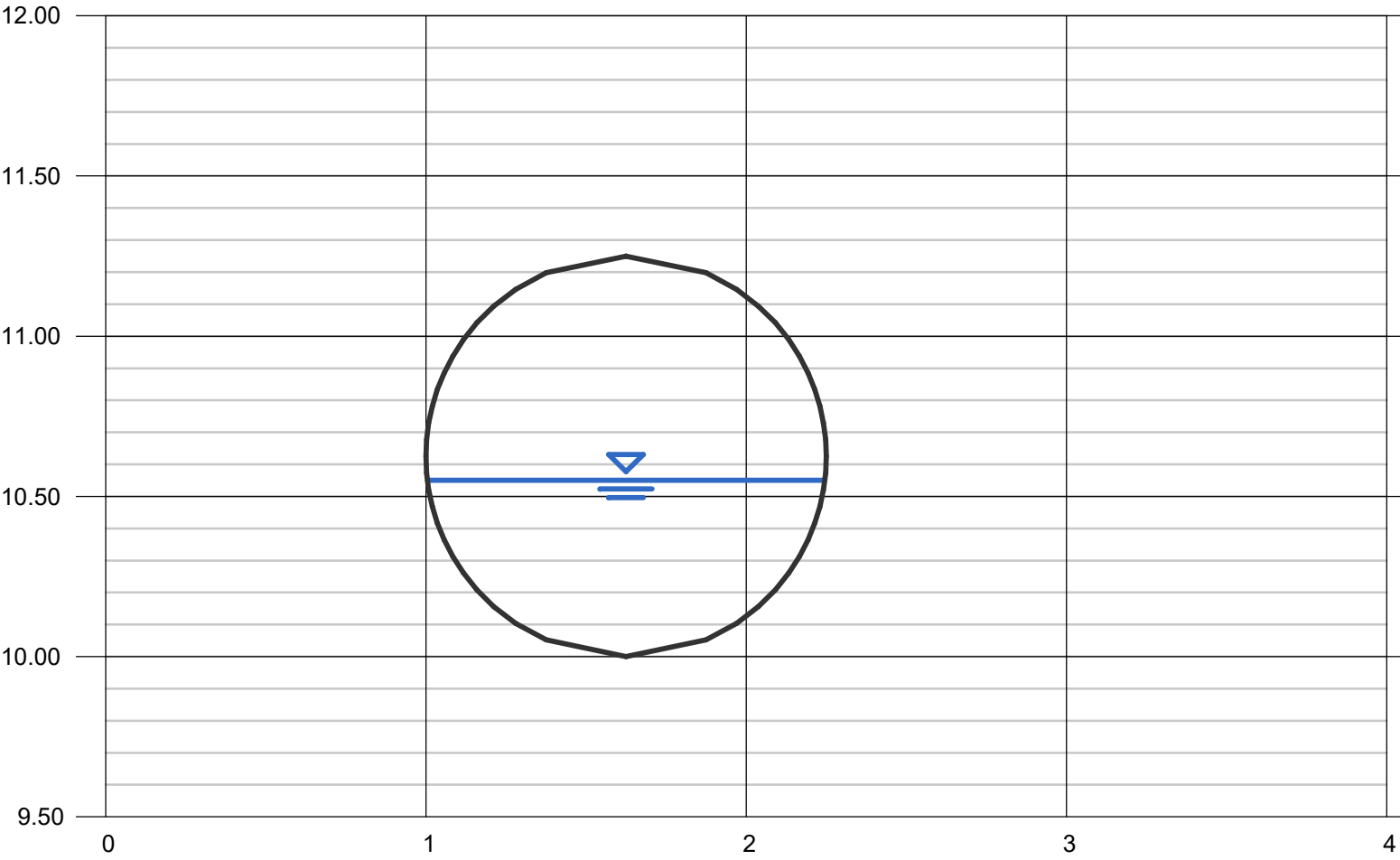
Crit Depth, Yc (ft) = 0.49

Top Width (ft) = 1.24

EGL (ft) = 0.68

Elev (ft)

Section



Reach (ft)

# Channel Report

15-inch pipe flow depth velocity @ MH26

## MH-26 15-in Pipe

### Circular

Diameter (ft) = 1.25

Invert Elev (ft) = 10.00

Slope (%) = 0.87

N-Value = 0.013

### Calculations

Compute by: Known Q

Known Q (cfs) = 2.71

### Highlighted

Depth (ft) = 0.59

Q (cfs) = 2.710

Area (sqft) = 0.57

Velocity (ft/s) = 4.75

Wetted Perim (ft) = 1.89

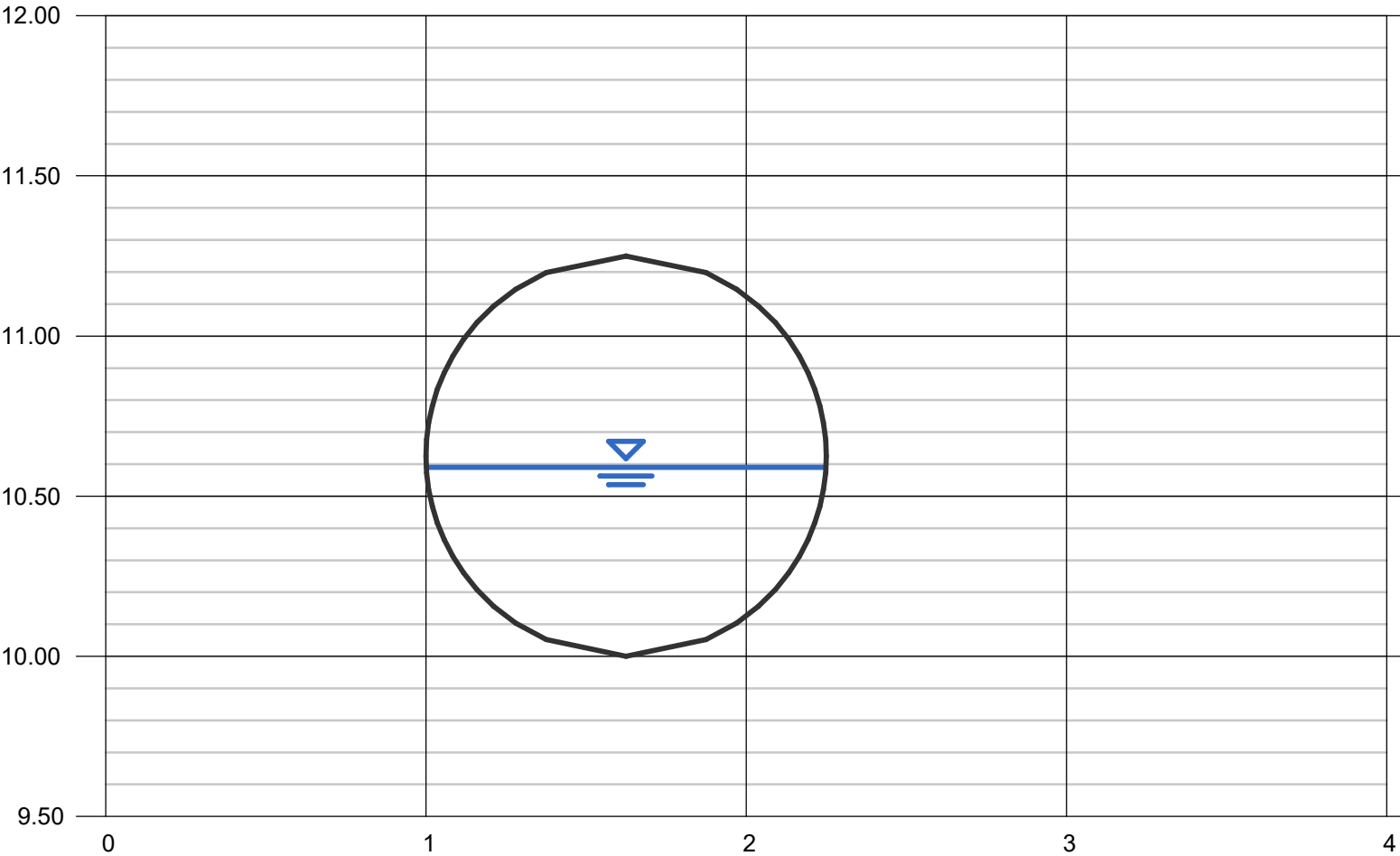
Crit Depth, Yc (ft) = 0.66

Top Width (ft) = 1.25

EGL (ft) = 0.94

Elev (ft)

Section



Reach (ft)



**Attachment C**  
Flow Monitoring Summary  
(Gold Coast Environmental, Inc.)

**MH-20**  
**Monitoring Location No. 1**  
**Flow Monitoring Results**

# City of Goleta - Sewer Flow Study

MH Location: 198 S. San Marcos Road  
Goleta, CA 93111

GPS: 34.435811, -119.796111

Pipe Size: 8" PVC

Date: 3/13/2025 through 3/27/2025

Client: Fuller Apartment Homes, Inc  
P.O. Box 30157  
Santa Barbara, CA 93130  
805-682-4142



## Manhole - Layout



## Equipment

**Teledyne Isco 2150 Area Velocity Flow Meter with 10' measuring range:**

**Level Measurement:**

- Method - Submerged pressure transducer mounted in the flow stream
- Transducer Type - Differential linear integrated circuit pressure transducer
- Range (standard) 0.033 to 10 ft (0.010 to 3.05 m); Maximum Allowable Level 34 ft (10.5 m)
- Accuracy  $\pm 0.01$  ft from 0.033 to 10 ft, ( $\pm 0.003$  m from 0.01 to 3.05 m,)
- Long-Term Stability  $\pm 0.023$  ft/yr ( $\pm 0.007$  m/yr)
- Compensated Range  $32^{\circ}$  to  $122^{\circ}$ F ( $0^{\circ}$  to  $50^{\circ}$ C)

**Velocity Measurement:**

- Method - Doppler ultrasonic, frequency 500 kHz
- Typical Minimum Depth 0.08 ft (25 mm)
- Range -5 to +20 ft/s (-1.5 to +6.1 m/s)
- Accuracy (in water with uniform velocity profile, speed of sound = 4850 ft/s, for indicated velocity range)  $\pm 0.1$  ft/s from -5 to 5 ft/s ( $\pm 0.03$  m/s from -1.5 to +1.5 m/s)
- $\pm 2\%$  of reading from 5 to 20 ft/s (1.5 to 6.1 m/s)

**Method Of Insertion:**

- This line required CSE to insert the 8" ring.



## Gold Coast Environmental

Specializing in process instrumentation and calibration.



# City of Goleta - Sewer Flow Study

<b>Project:</b>	Fuller Apartment Homes, Inc.	<b>Location:</b>	198 S. San Marcos Road, Goleta, CA 93111
<b>Time Period:</b>	3/13/2025 to 3/27/2025	<b>MH GPS:</b>	34.435811, -119.796111

Manhole Cover:	Steel	MH Walls:	Concrete	Pipe Transition:	Good
Grade Rings:	Concrete	MH Wall Cond.:	Good	Trough Material:	Concrete
Grade Ring Cond.:	Good	Pipe Material:	PVC	Trough Layout:	U shape
Ladder Rungs:	PVC, Good	Pipe Size:	8"	Trough Condition:	Good, smooth

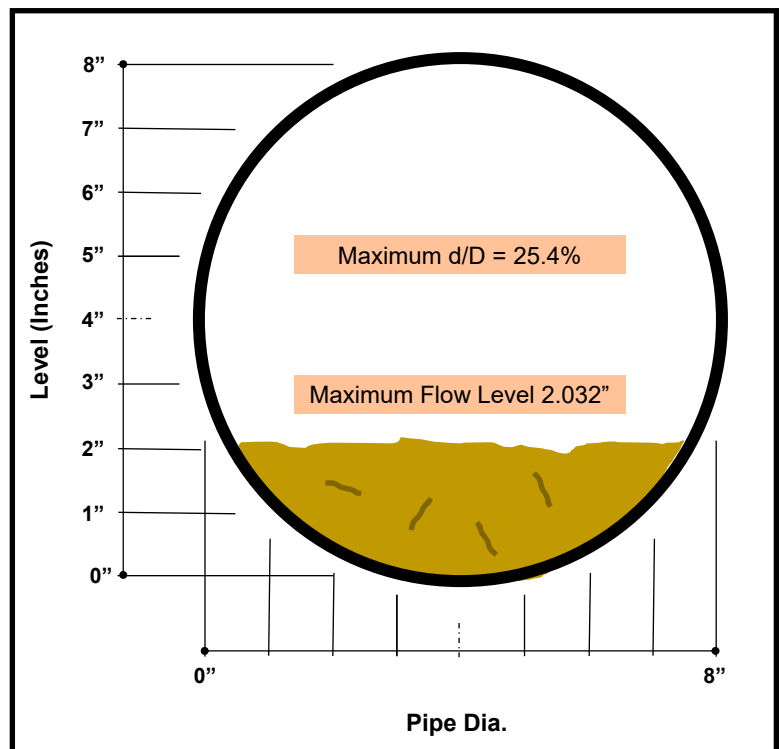
Parameter:	Average:	Minimum:	Maximum:
Level: Inches	0.450	0.00	1.401
Velocity: ft/s	0.725	0.00	2.032
Flow Rate: gpm	2.697	0.00	33.454

Date	Daily Total
3/13/2025	3851.42
3/14/2025	3604.49
3/15/2025	4612.78
3/16/2025	2078.63
3/17/2025	2091.78
3/18/2025	2200.29
3/19/2025	2558.89
3/20/2025	2138.54
3/21/2025	4956.22
3/22/2025	4744.59
3/23/2025	6553.59
3/24/2025	3189.02
3/25/2025	5555.46
3/26/2025	7661.97
3/27/2025	3499.36

Avg. Flow = 0.0060089 cfs  
Max. Flow = 0.0745358 cfs



Meter installed inside of the MH Effluent line.



**MH-26**  
**Monitoring Location No. 2**  
**Flow Monitoring Results**

# City of Goleta - Sewer Flow Study

MH Location: **524 Via El Encantador**  
Goleta, CA 93111

GPS: **34.431912, -119.796871**

Pipe Size: **8" VCP**

Date: **3/13/2025 through 3/27/2025**

Client: **Fuller Apartment Homes, Inc**  
**P.O. Box 30157**  
**Santa Barbara, CA 93130**  
**805-682-4142**



## Manhole - Layout



## Equipment

**Teledyne Isco 2150 Area Velocity Flow Meter with 10' measuring range:**

### Level Measurement:

- Method - Submerged pressure transducer mounted in the flow stream
- Transducer Type - Differential linear integrated circuit pressure transducer
- Range (standard) 0.033 to 10 ft (0.010 to 3.05 m); Maximum Allowable Level 34 ft (10.5 m)
- Accuracy  $\pm 0.01$  ft from 0.033 to 10 ft, ( $\pm 0.003$  m from 0.01 to 3.05 m,)
- Long-Term Stability  $\pm 0.023$  ft/yr ( $\pm 0.007$  m/yr)
- Compensated Range  $32^{\circ}$  to  $122^{\circ}$  F ( $0^{\circ}$  to  $50^{\circ}$  C)

### Velocity Measurement:

- Method - Doppler ultrasonic, frequency 500 kHz
- Typical Minimum Depth 0.08 ft (25 mm)
- Range -5 to +20 ft/s (-1.5 to +6.1 m/s)
- Accuracy (in water with uniform velocity profile, speed of sound = 4850 ft/s, for indicated velocity range)  $\pm 0.1$  ft/s from -5 to 5 ft/s ( $\pm 0.03$  m/s from -1.5 to +1.5 m/s)
- $\pm 2\%$  of reading from 5 to 20 ft/s (1.5 to 6.1 m/s)

### Method Of Insertion:

- This line did not require CSE to insert the 8" ring.



# Gold Coast Environmental

Specializing in process instrumentation and calibration.



# City of Goleta - Sewer Flow Study

<b>Project:</b>	Fuller Apartment Homes, Inc.	<b>Location:</b>	524 Via El Encantor, Goleta, CA 93111
<b>Time Period:</b>	3/13/2025 to 3/27/2025	<b>MH GPS:</b>	34.431910, -119.796872

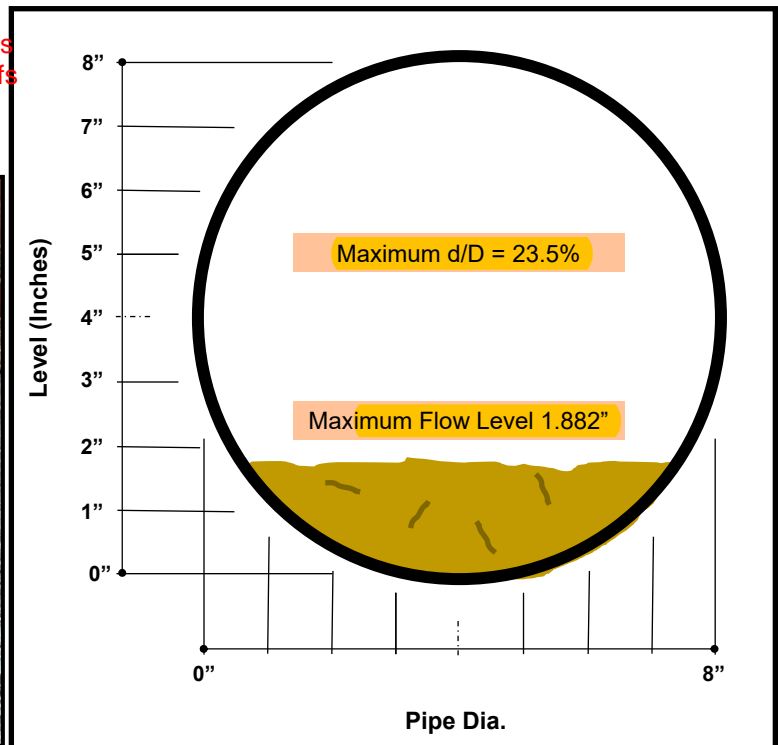
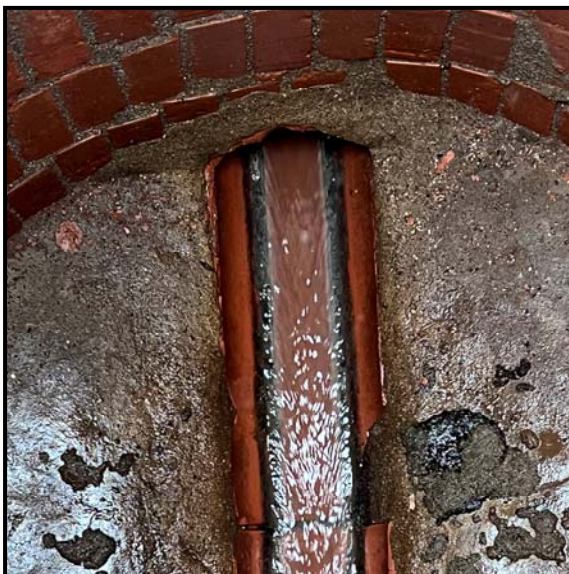
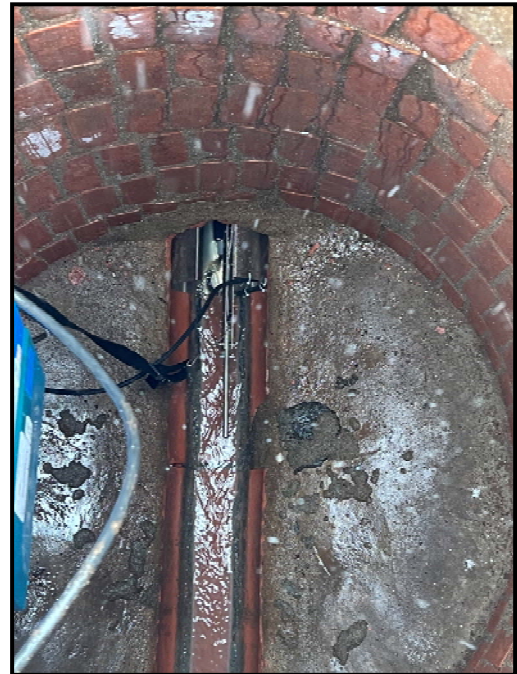
Manhole Cover:	Steel	MH Walls:	Brick	Pipe Transition:	Good
Grade Rings:	Brick	MH Wall Cond.:	Good	Trough Material:	VCP
Grade Ring Cond.:	Good	Pipe Material:	VCP	Trough Layout:	1/2 + Round
Ladder Rungs:	Steel, Good	Pipe Size:	8"	Trough Condition:	Good, smooth

Parameter:	Average:	Minimum:	Maximum:
Level: Inches	0.560	0.00	1.8822
Velocity: ft/s	0.446	0.00	1.536
Flow Rate: gpm	2.581	0.00	22.989

Vertical stacked brick manhole walls are in very good condition. Trough and grout are in good condition.

Date	Daily Total
3/13/2025	5782.08
3/14/2025	3287.15
3/15/2025	2312.78
3/16/2025	2284.71
3/17/2025	2159.55
3/18/2025	2487.20
3/19/2025	3724.97
3/20/2025	4944.27
3/21/2025	4746.62
3/22/2025	7384.97
3/23/2025	3185.10
3/24/2025	3320.24
3/25/2025	2843.94
3/26/2025	3117.86
3/27/2025	3381.84

Avg. Flow = 0.00575049 cfs  
Max. Flow = 0.05121973 cfs



# **AGENDA ITEM #3**

**AGENDA ITEM: 3**

**MEETING DATE: May 5, 2025**

**I. NATURE OF ITEM**

Consideration of Contract Amendment Request by MNS Engineers for Construction Management of the BESP Phase 1 Project

**II. BACKGROUND INFORMATION**

On June 5, 2023, the Board authorized the General Manager to enter into a contract with MNS for Construction Management (CM) services on the BESP Phase 1 project. Over the course of the project, there have been many delays due to unforeseen conflicts with underground utilities, procurement delays, inclement weather, and slow contractor/engineer submittal responses. The compounded delays have caused the project schedule to slip by twelve months past the original anticipated completion date.

MNS Engineers has been diligent in their execution of the contract, providing quality service while staying below their anticipated spending rates. MNS anticipates being able to provide CM services using their approved budget for six months of the twelve-month delay. As such, MNS is requesting a change order to cover their budget shortfall anticipated for the final six months of construction. This contract amendment request assumes that conditions will not change, and the project can be completed in October 2025 with final close-out completed by the end of December 2025.

Staff has already negotiated this amendment with MNS, and MNS was able to bring their request down from \$370,412.94 to \$280,353.93. If the contract amendment request is approved, the total MNS fee for the project would be increased to \$1,475,936.08. This reflects a 23% increase in MNS' fee, compared to the construction schedule which has been extended by 33%. It is important to note that conditions may still change in the future, requiring more or less effort by MNS to bring the project to final close-out.

**III. COMMENTS AND RECOMMENDATIONS**

Staff recommends the Board take action to authorize the General Manager to approve a contract change order with MNS for an amount not to exceed \$280,353.93.

**IV. REFERENCE MATERIALS**

MNS BESP Phase 1 Construction Management Contract Amendment

April 17, 2025

Goleta Sanitary District  
**Attention: Mr. Steve Wagner, General Manager**  
One William Moffett Place  
Goleta, CA 93117

**SUBJECT: Biosolids and Energy Phase 1 Project Construction Management Contract Amendment**

Dear Mr. Wagner,

As you are aware, the construction of the Biosolids and Energy Phase 1 Project (Project) is anticipated to extend into October 2025. This updated completion date is approximately 12 months longer than the anticipated completion date of October 2024, assumed during development of MNS' original scope and fee, and will require more time and effort than originally anticipated for the Project. The cost required for these additional services will soon exceed our current contract amount; therefore, MNS is requesting a contract amendment to provide additional funds for this increase in the scope of services. Based on an estimated schedule and remaining work to be completed, MNS anticipates project closeout service completion by December 2025, assuming completion of all work in October 2025, the 30-day Operational Period, followed by Close-Out. Thus, the project required an additional 12 months of service than originally estimated, while MNS has been able to extend our budget, we anticipate requiring additional budget to complete the project.

The primary cause for the increased services is due to the extended contract completion time, which was caused due to unidentified conduits/conductors located in known duct banks, which required research to determine use, and unknown duct banks being located within the project footprint. The unidentified conduits/conductors were investigated, and direction was provided by the Engineer of Record to abandon or reinstate via change to the Project. The unknown duct banks were identified to be critical to WWTP operation, including fiber cable providing controls to the entire WWTP site and other critical conductors to WWTP equipment. The duct banks were re-routed and conductors pulled, tested and terminated. This issue resulted in a Project delay of roughly 6.5 months. The tasks remaining to complete the contract work are as indicated below:

- Place concrete dome roof on Digester No.4
- Coat interior Digester No.4
- Mechanical installations (mixers, blowers, Cogen unit)
- Electrical panel/SCADA installations
- Functional testing
- Startup and commissioning
- Punchlist item completion / inspection and sign off
- Project closeout / Archives and Electronic Documentation

Based on the cost of services performed to date and the remaining balance in our current contract, we estimate the cost to complete the work described above including closeout to be \$280,354 above the original contract amount as outlined in the attached closeout cost estimate.

Thank you for your consideration on this matter. Please contact me at [jpope@mnsengineers.com](mailto:jpope@mnsengineers.com) or 805.302-1624 or Megan Panofsky at [mpanofsky@mnsengineers.com](mailto:mpanofsky@mnsengineers.com) or 805-331-4960 with any questions you may have.

Sincerely,

**MNS Engineers, Inc.**



Joe Pope, PE  
Vice President of Construction - Water

Attachment: Revised Cost Proposal

**Construction Management and Inspection Services  
Biosolids and Energy Phase 1 Project  
Goleta Sanitary District**



Project Schedule														
PHASE	2025													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Pre-Construction													\$	-
Construction Management													\$	363,040.00
Project Closeout													\$	57,120.00

PHASE													TOTAL HOURS	HOURLY RATE		TOTAL COST
	2025													2024	2025	
Role	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec				
TASK 1 PRE-CONSTRUCTION																
Project Manager													0	270.00	290.00	\$ -
Construction Manager													0	220.00	230.00	\$ -
Construction Administrator													0	140.00	150.00	\$ -
Construction Inspector													0	188.00	200.00	\$ -
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0			\$ -
TASK 2 CONSTRUCTION MANAGEMENT																
Project Manager				4	4	4	4	4	4	4			28	270.00	290.00	\$ 8,120.00
Construction Manager				72	72	72	72	72	72	72			504	220.00	230.00	\$ 115,920.00
Construction Administrator				12	12	12	12	12	12	12			84	140.00	150.00	\$ 12,600.00
Construction Inspector				172	172	172	172	172	172	100			1132	188.00	200.00	\$ 226,400.00
SUB-TOTAL	0	0	0	260	260	260	260	260	260	188	0	0	1748			\$ 363,040.00
TASK 3 PROJECT CLOSEOUT																
Project Manager											4	4	8	270.00	290.00	\$ 2,320.00
Construction Manager											80	80	160	220.00	230.00	\$ 36,800.00
Construction Administrator											16	24	40	140.00	150.00	\$ 6,000.00
Construction Inspector											40	20	60	188.00	200.00	\$ 12,000.00
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	140	128	208			\$ 57,120.00
TOTALS	0	0	0	260	260	260	260	260	260	188	140	128	1956			\$ 420,160.00

Direct Expenses	TOTAL COST
Direct Cost	\$ 1,000.00
<b>DIRECT EXPENSES SUB-TOTAL</b>	<b>\$ 1,000.00</b>

SUBCONSULTANT	TOTAL COST
Electrical Inspection (KEI)	\$ 121,000.00
Specialty Inspection (NV5)	\$ 88,000.00
<b>SUBCONSULTANTS SUB-TOTAL</b>	<b>\$ 209,000.00</b>

<b>TOTAL REMAINING</b>	<b>\$ 630,160.00</b>
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Notes:

1. Remaining duration is based on updated contractor schedule as of January 2025
2. Hours and costs are an estimate only; actual hours and costs will be based on contractor's schedule.
3. Overtime not included in this cost estimate. Any OT would be per MNS Standard Fee Schedule.
4. Construction Inspector's rate subject to adjustment if DIR Prevailing Wage rates are applicable.
5. 4.5% Escalation of rates from 2024 to 2025
6. Subconsultant markup 10%.

Original Contract Amount	\$ 1,195,582.15
Contract expenses through 3/31/2025	\$ 845,776.08
Remaining Contract Budget	\$ 349,806.07
Budget Shortfall (amendment amount)	\$ (280,353.93)
Amended Contract Amount	\$ 1,475,936.08

# **AGENDA ITEM #4**

**AGENDA ITEM: 4**

**MEETING DATE: May 5, 2025**

**I. NATURE OF ITEM**

Consideration of Professional Services Agreement with Hazen and Sawyer for Preliminary Design of the Battery Energy Storage System Project

**II. BACKGROUND INFORMATION**

The District adopted a Biosolids and Energy Strategic Plan (BESP) in 2019 to provide a roadmap and strategy for the District to increase energy resiliency. This was done by reassessing the District's biosolids management practices in combination with numerous energy production approaches (energy generation, utilization, storage, and renewable energy sources). The BESP is now being implemented: the first phase of the plan is under construction, and the second phase of the plan is being designed.

On December 4, 2024, the Board received a presentation on the cost/benefit analysis of implementing microgrid technologies on site, including available financial mechanisms for renewable energy projects. The results of the analysis showed that adding a 385-kW rated solar array with a 2,000-kWh battery (6-hour capacity) warrants a \$1.19M investment with the shortest simple payback period (SPP) of between 8.2 and 11.7 years. This SPP assumes a 3% discount rate, capital buy-down of \$775,000 utilizing the Community Project Grant Funding, and leveraging the 30% Investment Tax Credit (ITC) authorized by the Inflation Reduction Act (IRA) to provide the lower range, 8.2-year SPP. Combining electricity meters with the main plant and water reclamation facility would further increase the value from solar and storage scenarios.

**III. COMMENTS AND RECOMMENDATIONS**

Based on the strong financial case for pursuing the Battery Energy Storage Solution (BESS) project, staff requested that the Hazen team prepare a proposal for the preliminary design of the BESS project. The preliminary design will provide the District with the technical information necessary to fully understand the project costs, benefits, and general design elements needed to make an informed decision on the ultimate project delivery strategy (i.e. public private partnership, self-perform, etc.).

The attached Professional Services Agreement (PSA) outlines the proposed scope of work, including preliminary design drawings, specifications, quality control, NEPA/CEQA permit compliance, and a finalized cost/benefit technical memorandum. The total not-to-exceed cost including expenses for this effort is \$165,585. Staff recommends the Board authorize the General Manager to

execute the attached PSA with Hazen and Sawyer in an amount not to exceed \$165,585 subject to approval as to form by legal counsel.

#### **IV. REFERENCE MATERIALS**

Professional Services Agreement with Hazen and Sawyer for BESS Preliminary Design

**GOLETA SANITARY DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 5th day of May, 2025, by and between the Goleta Sanitary District, a public agency formed pursuant to the Sanitary District Act of 1923, with its principal place of business at One William Moffett Place, Goleta, CA 93117 ("District") and Hazen and Sawyer with its principal place of business at 4011 West Chase Boulevard, Suite 500, Raleigh, NC 27607 ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform the professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing nutrient management study services to public clients, is licensed in the State of California, and is familiar with the plans of District.

**2.2 Project.**

District desires to engage Consultant to render such professional services for the preparation of the BESS Preliminary Design as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the preliminary design services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 5, 2025 to September 30, 2025 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Compensation.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **One Hundred Sixty-Five Thousand Five Hundred Sixty-Five dollars (\$165,565)** without written approval of the District Board or General Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to District a monthly invoice or final invoice of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. District shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the District disputes any of Consultant's fees, the District shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District, or included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of District and shall at all times be under Consultant's exclusive direction and control. Neither District, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in a diligent manner with accordance with industry standards. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Steve D. Wagner, P.E., General Manager/District Engineer, Goleta Sanitary District, Rion Merlo, Associate Vice President & West Region Wastewater Practice Leader, Hazen and Sawyer.

3.3.5 District's Representative. The District hereby designates Steve D. Wagner, P.E., General Manager/District Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The District's General Manager shall be authorized to act on District's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the General Manager, District's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Rion Merlo, Associate Vice President & West Region Wastewater Practice Leader, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her skill and attention in accordance with industry standards, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement with the degree of skill and care consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California at the time services are performed. Consultant represents and maintains that it is skilled in the professional activities necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the District to be

uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A", or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage.

3.3.9.2 Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the District to terminate the Agreement for cause.

3.3.10.2 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of Consultant's employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

### 3.3.11.3 Insurance Endorsements. Required insurance policies shall

contain the following provisions, or Consultant shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

(D) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District. (2): This insurance shall include limited contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least five ( 5 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations of the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement the Consultant does not comply with these specifications or the insurance policy is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(C) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(F) Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the District, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the District.

### **3.4 Termination of Agreement.**

3.4.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.4.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished documents and data and other information prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Indemnification.**

3.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), or subject to District's approval which shall not be unreasonably withheld),

indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

### **3.6 General Provisions.**

3.6.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### **3.6.2 Independent Contractors and Subcontracting.**

3.6.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the District as set forth in Section 3.6.2.2 below. Consultant represents that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of District. In the event that District authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the District's prior written consent.

3.6.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Hazen and Sawyer  
2300 Clayton Road, Suite 1250  
Concord, CA 94520  
ATTN: Rion Merlo

District: Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117  
ATTN: Steve D. Wagner, P.E., General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.4 Ownership of Materials and Confidentiality.

3.6.4.1 Deliverables ;Licensing of Intellectual Property. The District and Consultant each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property (a) owned or licensed by the other as of the effective date of this Agreement; or (b) created separate and independent from this Agreement (collectively, "Background IP"). Each party shall own, or continue to own, its respective Background IP. To the extent such Background IP is provided to the other party, the providing party shall grant the receiving party a non-exclusive, non-transferable, non-sublicenseable license to use the Background IP solely to the extent necessary to use the Deliverables as contemplated by this Agreement and/or to perform its obligations under this Agreement. The District will have all rights, title and ownership to the Deliverables as specified in the Scope of Services in Exhibit A; provided, however, notwithstanding anything to the contrary, the "Deliverables" expressly does not include the Consultant's Background IP, nor the Consultant's tools, programs, models, software or other systems. The Deliverables shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of the Deliverables , in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide the Deliverables to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such Deliverables pending resolution of the dispute. In addition, Consultant shall retain copies of all Deliverables, documents and data provided under this Agreement on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Deliverables, document and data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.6.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive license in accordance with Section 3.6.4.1 for any Deliverables the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Deliverables. Consultant makes no such representation and warranty in regard to the Deliverables which were prepared by design professionals other than Consultant or its subconsultants, or those documents and data

provided to Consultant by the District.

3.6.4.3 Right to Use. District shall not be limited in any way in its use of the Deliverables or any part of them for purposes of this Project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Deliverables on any project other than this Project, it shall remove the Consultant's seal from the Deliverables and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Deliverables on such other project. Consultant shall be responsible and liable for its Deliverables, pursuant to the terms of this Agreement, only with respect to the condition of the Deliverables at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Deliverables made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.4.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Deliverables, including any method, process, product, or concept specified or depicted.

3.6.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6.4.6 Confidential Information. The District shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the District's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the District shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give District written notice of Consultant's objection to the District's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the District, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. District shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with District's choice of legal counsel), and hold District harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that District release such information.

3.6.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Barbara County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent

of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE GOLETA SANITARY DISTRICT AND  
HAZEN AND SAWYER**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**GOLETA SANITARY DISTRICT**

**HAZEN AND SAWYER**

*Approved By:*

\_\_\_\_\_  
Steve D. Wagner, P.E.  
General Manager/District Engineer

[If Corporation, TWO SIGNATURES,  
President OR Vice President AND Secretary  
OR Treasurer REQUIRED]

By:

\_\_\_\_\_  
Rion Merlo  
Associate Vice President & West Region  
Wastewater Practice Leader

By: \_\_\_\_\_

Its:

Printed Name:

**EXHIBIT "A"**  
**PROPOSAL**



Hazen and Sawyer  
800 W. 6<sup>th</sup> Street, Suite 1400  
Los Angeles, CA 90017 • 213.234.1080

April 22, 2025

Steve Wagner  
General Manager  
Goleta Sanitary District  
1 Moffett Place  
Goleta, CA 93117

**Re: Battery Energy Storage System Preliminary Design Proposal**

Dear Steve:

We are pleased to submit this proposed scope of work to complete the preliminary design for a microgrid project at the Water Resource Recovery Facility (WRRF). The microgrid project will consist of a new battery energy storage system (BESS) and solar photovoltaic (solar PV) installations integrated with the plant's existing electrical infrastructure to manage energy costs and enhance the resilience, efficiency, and sustainability of the plant's operations. This letter presents the scope, budget, and schedule to perform a preliminary design study that will provide recommendations to the District.

California Government Code Section 4217.10-4217.18 were enacted in 1984 as a result of an energy crisis to assist public agencies in expediting energy conservation measures. The code eliminates the statutory requirement for a competitive bidding process for public energy services contracts related to renewable energy and energy conservation. During the conceptual design phase, Hazen found that this project is justified by its objective to reduce energy costs for the Goleta Sanitary District and increase the utilization of renewable energy and self-generation.

***The anticipated cost savings from the proposed energy improvements are expected to exceed the costs of the project, including engineering and construction costs.***

The Microgrid Project Conceptual Design was completed based on Hazen's understanding of the energy requirements and opportunities at the WRRF developed through the Biosolids and Energy Strategic Plan (BESP), the design and implementation of the new Combined Heat and Power (CHP) facility at the plant, and the support over the years with energy management activities. During the Conceptual Design phase of this project, Hazen developed the following Microgrid Implementation Roadmap, as shown in Figure 1.

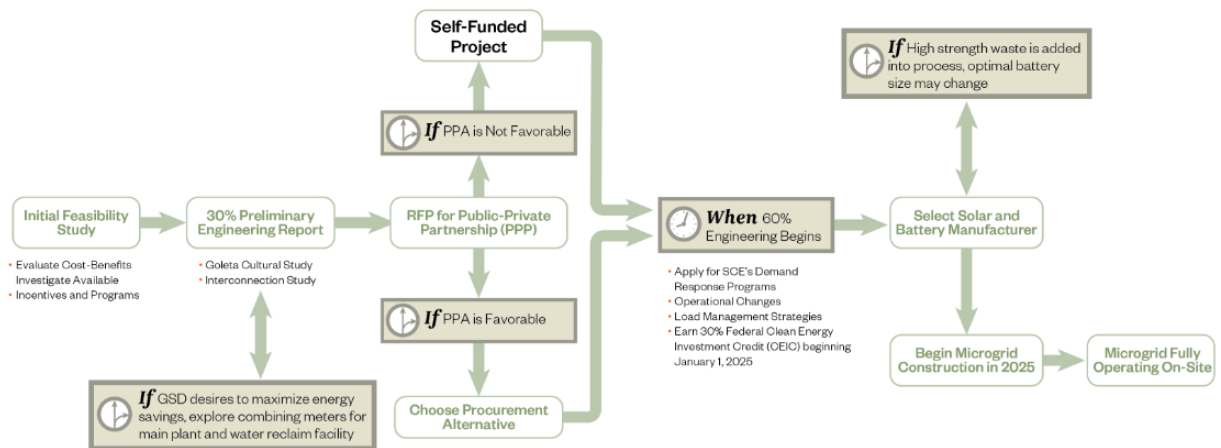


Figure 1

## Scope of Work

The scope of work is organized into the following primary tasks: preliminary design, permit compliance, and technical memorandum that includes recommendations. Based on the results of the recently completed conceptual design (by Hazen), Hazen recommends further evaluation and the completion of the preliminary design of a 385-kW solar PV installation, a 2,000-kWh-rated BESS, and a microgrid controller integrated with existing energy infrastructure onsite. After the completion of the preliminary design, the District will have the technical information to fully understand the project costs, benefits and general design elements needed to make an informed decision on the ultimate project delivery strategy (i.e. public private partnership, self-perform, etc.)

### Task 1 – Preliminary Design

Hazen will develop 30% design drawings and specifications for the microgrid project, including eleven (11) drawings in the current budget estimate. This task includes a comprehensive quality control (QC) review, an opinion of probable construction cost (OPCC), and a preliminary power system study.

#### Task 1.1: 30% Design Drawing Development

- **General:** Overall site layout and integration of the major microgrid components including solar arrays, BESS, electrical equipment and electrical ductbanks.
- **Civil:** Preliminary site preparation, equipment laydown areas and grading/drainage improvements to facilitate the installation of the major microgrid components. This includes the investigation of any potential cultural or historical artifacts that may be present on the site.
- **Process/Mechanical:** General layouts of the mechanical systems, including HVAC, piping, and other components needed to facilitate the installation of the major microgrid components.

- **Structural:** Preliminary layouts of the structural pads, foundations and other supporting components for the major microgrid components.
- **Electrical:** Preliminary design of the microgrid system will include:
  - Plant power distribution single line diagrams showing the major microgrid components and the connections of the microgrid to the plant distribution system.
  - Preliminary protective device sizing, modifications and installations.
  - Major electrical equipment layouts and locations.
  - Electrical utility interconnection modifications needed to meet Southern California Edison's interconnection requirements (Rule 21).
  - Standard details for electrical equipment, raceway systems and connections.
- **Instrumentation & Control (I&C):** Preliminary design will include general network diagrams showing the connection of the microgrid controller and other instrumentation to the plant control system network.

## Task 1.2: 30% Specifications

- Development of preliminary equipment specifications for all major components and systems, including materials, equipment, and installation requirements.
- Include general specifications outlining general construction requirements, maintenance of plant operations during construction, functional control descriptions and other general construction requirements to be carried into the final microgrid design (final design not included in this contract).

## Task 1.3: 30% QC Review

- Comprehensive quality control review of the 30% design drawings and specifications to ensure accuracy, completeness, and compliance with project requirements and standards.

## Task 1.4: 30% Opinion of Probable Construction Cost (OPCC)

- Preparation of a preliminary cost estimate for the construction of the microgrid project, based on the 30% design drawings and specifications.

## Task 1.5: 30% QC Comment Response and Incorporation into Design

- Review and address comments from the QC review, incorporating necessary changes into the design documents.

These detailed steps ensure that the preliminary design phase is thorough and sets a solid foundation for the subsequent phases of the project.

## **Task 2 – NEPA/CEQA Permit Compliance**

Hazen will ensure compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for the microgrid project, including any requirements that arise from the District utilizing the Congressionally authorized Community Grants Program funding of \$775,000. This task includes preparing the necessary documentation and coordinating with relevant agencies to secure the required permits.

## **Task 3 – Preliminary Design Technical Memorandum and Workshops**

The preliminary design will include scaled drawings, technical specifications, and a finalized cost/benefit analysis technical memorandum (TM). The technical memorandum will be an update of the preliminary feasibility analysis performed prior to this project.

Our approach to developing the TM includes a workshop with staff between the draft and final TM to solicit input and guidance on how to communicate our findings in a way that is both actionable and practical. Our budget includes five (5) meetings, including the Kick-Off meeting, a site visit, collaboration with Terra Verde, a mid-design review and final design review meeting.

## **Fee Estimate**

Hazen's fee proposal for the preliminary design study includes the following:

- Billing rates for each team member.
- Hours by individual and task.
- A time-and-material not-to-exceed fee.

A summary of the fee estimate is provided in the following table with details in Attachment A.

**Table 1**

<b>Tasks</b>	<b>No. of Hours</b>	<b>Cost</b>
<b>Task 1- 30% Design Drawings</b>	<b>523</b>	<b>\$129,530</b>
General Design/Drawings	40	\$8,545
Civil Design/Drawings	31	\$7,595
Process/Mechanical Design/Drawings	15	\$3,815
Structural Design/Drawings	26	\$5,880
Electrical / I&C Design/Drawings	111	\$27,635
30% Specifications	153	\$36,285
30% QC Review	23	\$6,715
30% Opinion of Probably Construction Cost (OPCC)	83	\$23,640
30% QC Comment Response and Incorporation	41	\$9,420
<b>Task 2</b>	<b>57</b>	<b>\$14,130</b>
CEQA Compliance Review	57	\$14,130
<b>Task 3</b>	<b>88</b>	<b>\$21,905</b>
Kickoff	8	\$2,605
Site Visits	40	\$8,800
Mid Design Review	14	\$3,670
Final Desing Review	16	\$4,050
Regulatory Review Submittal and Coordination	10	\$2,780
<b>Total</b>	<b>668</b>	<b>\$165,565</b>

## Schedule

Hazen will submit an additional RFI within one week from notice to proceed and expects to complete Task 1 within four months from receiving the requested electrical and mechanical equipment data. Task 2 will commence in parallel with Task 1 but will not be completed until the 30% design elements are substantially completed for each of the disciplines. The draft TM will be submitted approximately one month after completion of Task 2.

**Table 2**

<b>Deliverable</b>	<b>Timing</b>
Kick-off Meeting	1 week from NTP
Workshop with TerraVerde and District Staff	4 weeks
Preliminary Design Specifications	8 weeks
30% Design	16 weeks
Permit Compliance	18 weeks
Technical Memorandum	24 weeks

Thank you for the opportunity to provide this proposal. Should you have any questions, please contact Jamie Ferro at [jferro@hazenandsawyer.com](mailto:jferro@hazenandsawyer.com) or 650-963-6333 or Hampik Dekermenjian at [hdekermenjian@hazenandsawyer.com](mailto:hdekermenjian@hazenandsawyer.com).

Sincerely,



Jamie Ferro  
Project Manager  
Hazen and Sawyer



Hampik Dekermenjian  
Project Director  
Hazen and Sawyer

Enclosure (optional)

cc: Bryan Lisk, Energy Management Service Group Lead  
Hampik Dekermenjian, Vice President and Project Director

## Appendix 1: Goleta Microgrid Preliminary Design Hourly Breakdown and Cost

	Hampik Dekermenjian	Bryan Lisk	Jamie Ferro	Mayur Patel	Allison Boaz	Jack Yao	Laurence Battle	Alan Mlkar	Travis Plank	Brendan Kelley	Chris Portner	Chris Janson	Structural	Trapa Barua		
	PIC/PD	Tech Lead	PM	ME	ME	EE	EE	I&C	Energy	DS	CE	Civil	Structural	CEQA		
Task	VP	AVP	SA	AE1	AE1	SA	AE2	SA	PS	AE2	SA	PE	PE	Senior PS	Total Hours	Fee Labor
	\$350.00	\$335.00	\$320.00	\$175.00	\$175.00	\$320.00	\$190.00	\$320.00	\$240.00	\$190.00	\$320.00	\$240.00	\$240.00	\$240.00		
<b>TASK 1 Preliminary Design</b>																
30% Design Drawing Development																
General		2	4	20	5	2			5	2					40	\$8,545
Civil			4		5	2						20			31	\$7,595
Process/Mechanical		2	4	2	5	2									15	\$3,815
Structural				2	2		2						20		26	\$5,880
Electrical / I&C		2	4	2	5	20	32	18	18	10					111	\$27,635
30% Specifications	1	2	4	2	25	5	40	25	25	10	10		4		153	\$36,285
30% QC Review	1	1	4		2	5		5					5		23	\$6,715
30% Opinion of Probably Construction Cost (OPCC)	1	2	4		10	5	5	5	5		40	4	2		83	\$23,640
30% QC Comment Response and Incorporation into Design	1	2	4	2	10		5	3	5	5		2	2		41	\$9,420
<b>TASK 2 TOTAL</b>	<b>4</b>	<b>13</b>	<b>32</b>	<b>30</b>	<b>69</b>	<b>41</b>	<b>84</b>	<b>56</b>	<b>58</b>	<b>27</b>	<b>50</b>	<b>26</b>	<b>33</b>	<b>0</b>	<b>523</b>	<b>\$129,530</b>
<b>Task 2 NEPA/CEQA/SCE Permit Support</b>																
Permit & Interconnection (Rule 21) Compliance	2	2	4		8	8	8							25	57	\$14,130
<b>TASK 3 TOTAL</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>57</b>	<b>\$14,130</b>
<b>Task 3 Workshops and Coordination</b>																
Kickoff	1	1	4			2			8						8	\$2,605
Site Visits			8	8	8		8								40	\$8,800
Mid Design Review		2	4	2	2	2	2								14	\$3,670
Final Design Review		2	4	2	2	2				4					16	\$4,050
Regulatory Review Submittal and Coordination		2	4		2						1		1		10	\$2,780
<b>TASK 4 TOTAL</b>	<b>1</b>	<b>7</b>	<b>24</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>88</b>	<b>\$21,905</b>
<b>TOTAL HOURS</b>	<b>7</b>	<b>22</b>	<b>60</b>	<b>42</b>	<b>91</b>	<b>55</b>	<b>102</b>	<b>56</b>	<b>66</b>	<b>31</b>	<b>50</b>	<b>27</b>	<b>34</b>	<b>25</b>	<b>668</b>	<b>\$165,565</b>



Hazen and Sawyer  
800 W. 6th Street, Suite 1400  
Los Angeles, CA 90017

# **GENERAL MANAGER'S REPORT**

## **GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT**

The following summary report describes the District's activities from April 22, 2025, through May 5, 2025. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

### **1. COLLECTION SYSTEM REPORT**

#### **LINES CLEANING**

Staff has been conducting routine lines cleaning in the area of San Patricio Drive and Randolph Road. Staff has also been conducting priority lines cleaning throughout the District.

#### **CCTV INSPECTION**

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of North Kellogg Avenue and Via Bolzano. Staff has also been conducting priority CCTV inspections throughout the District.

#### **REPAIR AND MAINTENANCE**

Staff had to again replace the 90-degree hose reel swivel on the RamJet. The previously installed swivel was a rebuilt one that staff discovered was cracked. A new swivel from a different manufacturer has been installed. As previously reported, staff has recently been dealing with an unusual number of defective swivels from different manufacturers. Staff from other agencies have reported that they are dealing with the same problem. This swivel allows the hydro-jetting hose reel on the front of the truck to spin when the hose is sent out and retracted.

#### **CUESTA VERDE ODOR ISSUE**

Staff continues to collect gas monitor readings in response to an ongoing odor issue associated with the force main lateral from the Santa Barbara Wildlife Care Network effluent pumpstation. Staff is taking gas monitor readings in the sewer facilities on Cuesta Verde and at other similar locations within the District to use as a comparison.

#### **STAFF DEVELOPMENT AND TRAINING**

The Collection System Manager, Supervisor, and a Maintenance Technician I attended the CWEA AC 25 Conference and Expo held in Palm Springs, CA from April 22, 2025, through April 25, 2025.

### **2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT**

Plant flows for the month of April 2025 averaged 5.54 million gallons a day. The Reclamation Plant is online. Operations staff installed the new sample pumps at the Reclamation Plant CCC.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. The new digester has been filled with reclaimed water and hydrostatic testing to confirm no leaks in the digester walls was completed. Results of the testing are pending. Once that is

complete, the excavation around the digester can be backfilled, and surrounding utility work can resume. The tank will then be drained and dried out prior to applying a protective sealant to the upper portion of the inside of the digester above the operating water level.

Operations staff are installing Sentry Probes at the Headworks, the Comminutor Pit and the U.C.S.B. Flow Meter Pit to help determine if toxic loads are coming into the Plant and from where. Skimmers are being replaced on the Primary Clarifiers.

**PUBLIC EDUCATION AND OUTREACH**

Staff worked the Goleta Sanitary District booth for the 2025 Earth Day event in Alameda Park on Saturday, April 26 and Sunday, April 27, 2025. Early rain on Saturday may have impacted attendance. A total of 394 people visited the booth on Saturday and 433 visited on Sunday. Modifications were made to the usual outreach displays, due to the wet and rainy weather. Those who attended had fun and learned about the District. The staff who worked the booth did an outstanding job communicating the important work we do.

**3. GENERAL AND ADMINISTRATIVE ITEMS**

**Financial Report**

The District account balances as of May 5, 2025, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 1,121,193
Investment Accounts (including interest earned):	<u>\$ 45,646,252</u>
Total District Funds:	\$ 46,767,445

The following transactions are reported herein for the period 04/22/2025 – 05/05/2025

Regular, Overtime, Cash-outs, and Net Payroll:	\$ 152,487
Claims:	\$ 199,526
Total Expenditures:	\$ 352,013
Total Deposits:	\$ 5,193,481

Transfers of funds:

LAIF to Community West Bank Operational (CWB):	\$ - 0 -
CWB Operational to CWB Money Market:	\$ 4,000,000
CWB Money Market to CWB Operational:	\$ - 0 -
CWB Operational to CA-Class Investment Account	\$ - 0 -
CA-Class Investment Account to CWB Operational	\$ - 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

**Local Agency Investment Fund (LAIF)**

LAIF Monthly Statement – Previously reported

LAIF Quarterly Report – Previously reported

PMIA/LAIF Performance – Previously reported

PMIA Effective Yield – Previously reported

**Community West Bank (CWB)**

CWB Money Market and ICS Accounts – Previously reported

**CA-Class Investment Account**

CA-Class Investment Account – Previously reported

**Deferred Compensation Accounts**

CalPERS 457 Deferred Compensation Plan – Previously reported

Lincoln 457 Deferred Compensation Plan – Previously reported

**Personnel**

A verbal personnel update will be provided at the meeting.

**DISTRICT  
CORRESPONDENCE**  
Board Meeting of May 5, 2025



**Date:**

**Correspondence Sent To:**

1. 04/30/2025      Ariana Katovich, Executive Director  
Santa Barbara Wildlife Care Network, SBWCN  
**Subject:** Recapitulation – Administrative Compliance Order  
Show Cause Hearing
  
2. 05/01/2025      Nick Patterson  
City Ventures  
**Subject:** Sewer Service Availability for a  
Proposed Project of 61 Townhomes  
  
A.P.N. 071-130-039 at 449 Kellogg Way and  
A.P.N. 071-130-010 at 469 Kellogg Way  
**Owner:** Amkat Investors, LLC

***Hard Copies of the Correspondence are available at the District's Office for review***