



# Montecito Sanitary District

1042 Monte Cristo Lane  
Santa Barbara, CA 93108

*A Public Service Agency*

Phone: (805) 969-4200  
[www.montsan.org](http://www.montsan.org)

## AGENDA

For the Regular Meeting of the Montecito Sanitary District Board of Directors:

**September 24, 2025**

The regular meeting of the Governing Board will begin at **1:00 p.m. on September 24, 2025** in the District's Board Room at 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

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

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

Or by calling: 1-669-900-6833

Meeting ID: 861 1897 5917

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### 1. CALL TO ORDER

#### A. ROLL CALL

#### B. PLEDGE OF ALLEGIANCE

#### C. PRESIDENTS REPORT

#### D. BOARD APPROVAL OF THE AGENDA

### 2. PUBLIC COMMENT

Public comment on items not on the agenda is **limited to 3 minutes** and is at the discretion of the Board President. For further instructions, please see [Instructions for Public Comment](#) on the District's website.

### 3. CONSENT CALENDAR

A. Board Meeting Minutes of the September 10, 2025 Regular Meeting (Page 3)

B. Board Meeting Minutes of the September 11, 2025 Special Meeting (Page 6)

C. Board Meeting Minutes of the September 15, 2025 Special Meeting (Page 8)

D. First Amendment to Easement at 618 Hot Springs Road, Montecito, California (Page 10)

E. Fiscal Year 2024-25 Audit Contract

### 4. COMMITTEE REPORTS

It is recommended that the Board receive a report provided by the following committee(s):

A. The Montecito Sanitary District Finance Committee (Directors Newquist and Johnson) will report on their September 9, 2025 meeting.

**5. CLOSED SESSION**

**A. PUBLIC COMMENT**

Public comment on closed session item(s):

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

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

Name of Employee Organization: Represented Staff, Montecito Sanitary District Management Group

**6. BUSINESS ITEMS**

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

It is recommended that the Board:

- i) Approve a Memorandum of Understanding between the Montecito Sanitary District and Service Employees International Union (SEIU) Local 620; and
- ii) Approve an updated labor agreement with the Montecito Sanitary District Management Group; and
- iii) Take any such additional, related action that may be desirable

**7. BOARD COMMUNICATIONS**

**A.** Next Board Meeting Date – October 8, 2025

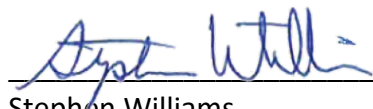
**B.** Items for future Board meeting

**8. ADJOURNMENT**

The Montecito Sanitary District conducts its meetings in accordance with the Brown Act. The District also provides alternative methods of remote participation which permit members of the public to observe and address public meetings remotely via telephone or Zoom. These methods of participation can be accessed through the internet link provided at the top of this agenda.

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

Attested by:



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Stephen Williams

Business and Administrative Manager/Clerk of the Board

*ADA – The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's programs, services or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 969-4200.*



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## MINUTES

For the Regular Meeting of the Board on:

**September 10, 2025**

### 1. **CALL TO ORDER**

The Governing Board of the Montecito Sanitary District convened a regular meeting at 1:10 pm on Wednesday, August 13, 2025. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

##### **Board Members Present:**

Directors Johnson, Newquist, Ohlmann, Rockenbach, and Ellwood T. Barrett II

##### **Board Members Absent:**

None

##### **Also Present and Participating:**

John Weigold, MSD General Manager

Stephen Williams, MSD Business and Administrative Manager/Clerk of the Board

Aleks Giragosian, MSD General Legal Counsel

### 2. **PUBLIC COMMENT**

No members of the public addressed the Board.

### 3. **DIRECTOR REPORT**

Director Johnson gave a report on her attendance of the CSDA Annual Conference and Exhibitor Showcase.

### 4. **CONSENT CALENDAR**

ON MOTION by Director Ohlmann, Seconded by Director Johnson, the Board voted to approve the following Consent Calendar items:

- A. Board Meeting Minutes of the August 13, 2025 Regular Meeting
- B. Approval for Director Rockenbach to attend the CSDA Special District Leadership Academy Conference
- C. Channel Drive Lift Station Generator Purchase

AYES:	Directors Johnson, Newquist, Ohlmann, Rockenbach, and Barrett
NAYES:	None
ABSTAIN:	None
ABSENT:	None

**5. BUSINESS ITEMS**

**A. AWARD OF CONTRACT – INVESTMENT GRADE AUDIT – PLANT UPGRADE PROJECT**

ON MOTION by Director Rockenbach, Seconded by Director Newquist, the Board voted to approve a professional services contract with Southland Industries in the amount of \$1,675,230 to perform and Investment Grade Audit (IGA) as the first phase of development of a comprehensive plant upgrade project.

AYES: Directors Johnson, Newquist, Ohlmann, Rockenbach and Barrett  
NAYES: None  
ABSTAIN: None  
ABSENT: None

**B. LOCAL AGENCY FORMATION COMMISSION (LAFCO) BOARD OF DIRECTORS ELECTION**

ON MOTION by Director Newquist, Seconded by Director Rockenbach, the Board voted to direct the General Manager to cast a ballot for Dorinne Johnson to fill the for the vacant LAFCO Regular Special District Board Member on behalf of the District.

AYES: Directors Johnson, Newquist, Ohlmann, Rockenbach and Barrett  
NAYES: None  
ABSTAIN: None  
ABSENT: None

**C. ELECTRIC VEHICLE PURCHASE UPDATE**

ON MOTION by Director Rockenbach, Seconded by Director Ohlmann, the Board voted to authorize the General Manager to execute a Purchase Order with National Auto Fleet in the amount of \$63,794.27 for the purchase of a 2026 Ford F-150 Lightning truck.

AYES: Directors Johnson, Ohlmann, Rockenbach and Barrett  
NAYES: None  
ABSTAIN: Director Newquist  
ABSENT: None

**D. LETTER OF ENGAGEMENT SCOPE**

The Board discussed the scope for a potential letter of engagement with a CPA firm with no action being taken.

President Barrett formed an Ad Hoc to determine scope comprised of Director Rockenbach and Director Barrett.

**6. BOARD COMMUNICATIONS**

- A. Next Regular Board Meeting Date – September 24, 2025
- B. Items for future Board meeting – No items were discussed by the Board

**7. ADJOURNMENT**

ON MOTION by Director Rockenbach, Seconded by Director Newquist, the meeting ended at 2:21 pm.

These minutes were presented for approval at the Regular Board Meeting on September 24, 2025.

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Ellwood T. Barrett II, President

Minutes taken and prepared by:

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Stephen Williams  
Business and Administrative Manager/Clerk of the Board



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## MINUTES

For the Special Meeting of the Board on:

**September 11, 2025**

### 1. **CALL TO ORDER**

The Governing Board of the Montecito Sanitary District convened a special meeting at 2:03 pm on Thursday, September 11, 2025. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

##### **Board Members Present:**

Directors Johnson, Newquist, Ohlmann, Rockenbach, and Ellwood T. Barrett II

##### **Board Members Absent:**

None

##### **Also Present and Participating:**

John Weigold, MSD General Manager

Stephen Williams, MSD Business and Administrative Manager/Clerk of the Board

### 2. **PUBLIC COMMENT**

No members of the public addressed the Board.

### 3. **BUSINESS ITEMS**

#### **A. 2025 FORD F150 LIGHTNING ELECTRIC VEHICLE PURCHASE**

This item was removed from the agenda as it was acted on at the September 10, 2025 Regular Meeting.

### 4. **CLOSED SESSION**

#### **A. PUBLIC COMMENT**

No members of the public addressed the Board.

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

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

Name of Employee Organization: Represented Staff, Montecito Sanitary District Management Group

**REPORTABLE ACTION:** None

**NOTE:** Director Newquist left the Closed Session at 3:02pm.

**5. BOARD COMMUNICATIONS**

- A. Next Regular Board Meeting Date – September 24, 2025
- B. Items for future Board meeting – No items were discussed by the Board

**6. ADJOURNMENT**

ON MOTION by Director Rockenbach, Seconded by Director Newquist, the meeting ended at 4:07 pm.

These minutes were presented for approval at the Regular Board Meeting on September 24, 2025.

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Ellwood T. Barrett II, President

Minutes taken and prepared by:

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Stephen Williams  
Business and Administrative Manager/Clerk of the Board



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## MINUTES

For the Special Meeting of the Board on:

**September 15, 2025**

**1. CALL TO ORDER**

The Governing Board of the Montecito Sanitary District convened a special meeting at 2:07 pm on Monday, September 11, 2025. The meeting was also broadcast using Zoom teleconferencing.

**ATTENDANCE**

**Board Members Present:**

Directors Johnson, Rockenbach, and Ellwood T. Barrett II

**Board Members Absent:**

Directors Newquist and Ohlmann

**Also Present and Participating:**

Stephen Williams, MSD Business and Administrative Manager/Clerk of the Board

**2. PUBLIC COMMENT**

No members of the public addressed the Board.

**3. CLOSED SESSION**

**A. PUBLIC COMMENT**

No members of the public addressed the Board.

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

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

Name of Employee Organization: Represented Staff, Montecito Sanitary District Management Group

**REPORTABLE ACTION:** None

**4. BUSINESS ITEMS**

ON MOTION by Director Rockenbach, Seconded by Director Johnson, the Board voted to the following:

1. The District pays 100% of all insurance premiums for Employee and their dependents for the base plan (PPO). Employee will pay difference if they opt into any other plan; and
2. Elimination of Two Tier Structure for Vacation Benefits; and
3. Employees may receive payment in lieu of vacation only when their accrued balance is at least 8-% of the maximum allowed; no payment will be made for leave balances below that threshold. Employees must have taken 40 hours of leave in the current calendar year prior to receiving payment for leave in excess of 80% of their maximum; and
4. Increase the boot stipend to \$350 annually for operations employees; and
5. Authorize the General Manager to implement an Alternate Work Schedule (AWS) policy at his discretion and in conjunction with the Union.

**5. BOARD COMMUNICATIONS**

- A. Next Regular Board Meeting Date – September 24, 2025
- B. Items for future Board meeting – No items were discussed by the Board

**6. ADJOURNMENT**

ON MOTION by Director Rockenbach, Seconded by Director Johson, the meeting ended at 4:10 pm.

These minutes were presented for approval at the Regular Board Meeting on September 24, 2025.

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Ellwood T. Barrett II, President

Minutes taken and prepared by:

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Stephen Williams  
Business and Administrative Manager/Clerk of the Board



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## MONTECITO SANITARY DISTRICT

### STAFF REPORT – 3E

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**DATE:** September 24, 2025  
**TO:** Board of Directors  
**FROM:** John Weigold, General Manager  
**SUBJECT:** First Amendment to Easement at 618 Hot Springs Road, Montecito, California

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#### RECOMMENDATION

It is recommended that the Board:

- 1) Execute a Certificate of Acceptance for the first amendment of easement at 618 Hot Springs Road, Montecito, California; and
- 2) Take any such additional, related action that may be desirable.

#### BACKGROUND

On or about June 11, 1970, an easement over and under a seventeen-foot (17') strip of the property was granted to the District. Pursuant to the easement the District constructed an eight-inch (8") sewer mainline and apparatuses in the easement area.

The grantor desires to redevelop the property, which will include certain improvements in and around the easement area. These improvements were reviewed and approved by the District on August 28, 2025.

Staff believes the amendment to the easement best accommodates the resident's concerns, while still protecting the District's ability to inspect and maintain its facilities.

**FISCAL IMPACT:** None

#### ATTACHMENTS:

1. Certificate of Acceptance

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

Price, Postel & Parma LLP  
Attention: Jeremy Stone, Esq.  
200 East Carrillo Street, Suite 400  
Santa Barbara, CA 93101

APN 011-180-061

SPACE ABOVE THIS LINE FOR RECORDER’S USE

Exempt from Recording Fees pursuant to Government  
Code sections 6103 and 27383

The property is located in Unincorporated Santa Barbara  
County

**FIRST AMENDMENT TO EASEMENT**

**THIS FIRST AMENDMENT TO EASEMENT** (“Amendment”) is made on September \_\_\_\_\_, 2025, but effective as of the date it is recorded in the Official Records of Santa Barbara County (the “Effective Date”), by and between John C. Esrey and Megan W. Esrey, Trustees of the Esrey Family Trust dated December 21, 2005 (“Grantor”), and the Montecito Sanitary District, a California special district formed under the Sanitary District Act of 1923 (“District”), with reference to the following facts:

**Recitals**

A. Grantor is the owner of that certain real property commonly known as 618 Hot Springs Road, Montecito CA 93108 (APN: 011-180-061), and more particularly described in **Exhibit “A”** attached hereto (the “Property”).

B. On or about June 11, 1970, an easement over and under a seventeen-foot (17’) strip of the Property (the “Easement Area”) was granted to the District by Instrument No. 15092, which was recorded in Book 2311, Page 498 of the Official Records of Santa Barbara County (“Easement”). The Easement Area is legally described in the Easement and depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference

C. Pursuant to the Easement, the District constructed an eight-inch (8”) sewer mainline and apparatuses in the Easement Area (“Facilities”).

D. Grantor desires to redevelop the Property, which will include certain improvements in and around the Easement Area (“Project”). The “Project” includes, but is not limited to, an auto court, a patio, utilities, walls, fences, walking paths, trees, a ramp, and shrubs, all of which are depicted in **Exhibit “B”**, and additional improvements that are depicted on Plan Sheets A1.01 (prepared by Becker Studios, with a stamped issue date of February 26, 2025), C-3 (prepared by

Bethel Engineering and dated February 17, 2025), and L3.1 (prepared by Scott Menzel and dated February 28, 2024) (collectively the “Plan Sheets,” and together with Exhibit “B”, the “Plans”), all of which were approved by the District on August 28, 2025, are on file with the District, and are incorporated herein by this reference.

E. Considering the Project, Grantor and the District desire to amend the Easement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Grantor hereby agree as follows:

1. **Definitions; Integration.** This Amendment and the Easement shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Easement, the terms and provisions of this Amendment shall, in all instances, control and prevail. All recitals set forth above are fully incorporated herein.

2. **Repair and Replacement of Project.** The paragraph of the Easement providing, “That the said Grantee will restore and replace the surface of the ground and improvements over the above mentioned right of way and will repair any and all damage to the property of the Grantor above or adjoining the said right of way which is injured or damaged in the construction or maintenance of the said Sewer Pipe Line.” shall be deleted and replaced in its entirety with the following paragraph:

“If any portion of the Easement Area or any improvements that are constructed in the Easement Area by Grantor (including but not limited to the Project) are damaged or removed during or as part of the District’s construction, inspection, or maintenance of the Facilities, Grantor shall pay for and carry out the repair, restoration, and/or replacement of the same, if, without any obligation to do so, Grantor desires to repair, restore, and/or replace the same within the Easement Area. Additionally, Grantor shall bear the cost of the demolition or removal of any improvements in the Easement Area necessitated by the District’s construction, inspection, or maintenance; provided, however, that District will first meet and confer with Grantor in good faith on the nature, scope and extent of any work prior to any demolition or removal of any improvements in the Easement Area. Notwithstanding anything in the foregoing to the contrary, if (1) the District, or its employees, agents, contractors or subcontractors damage any portion of the Property outside the Easement Area or any improvements thereon, or (2) any part of the Property or improvements inside the Easement Area are damaged as a result of the negligence or willful misconduct of the District, or its employees, agents, contractors or subcontractors, then the District shall pay for and carry out the repair, restoration, and/or replacement of the same. The District shall at all times (i) make reasonable and good-faith efforts to minimize damage to the Project and the Property, as well as the need to restore, repair, and/or replace the same, and (ii) except in emergency circumstances, give Grantor at least thirty (30) days written notice of any work that may damage any portion of the Easement Area or any

improvements located thereon (including but not limited to the Project).”

3. **Confirmation.** The Easement is in full force and effect and has not been modified, supplemented, or amended in any way, except pursuant to this Amendment, and the parties hereby ratify and confirm the same.

4. **Miscellaneous.** The headings of this Amendment are for reference purposes only and shall not limit or define the meaning of the provisions of this Amendment. Grantor and the District each represent to the other that the individual(s) signing this Amendment have the authority to do so, and if necessary, have received all necessary consents and approvals. This Amendment shall be binding upon and inure to the benefit of Grantor and the District, and Grantor and the District’s successors and assigns, and is intended to be “covenants running with the land” so as to be binding upon successive owners, heirs, or successors in interest. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws. With respect to the matters considered in this Amendment and the Easement, this Amendment and the Easement and the attachments thereto, contain the entire understanding and agreement of the parties with respect to such matters, and there have been no promises, representations, agreements, warranties, or undertakings by either party except as stated in the Easement and this Amendment. The Easement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Amendment (or the successor(s) in interest) and recorded in the Official records of the County of Santa Barbara. If a lawsuit is brought to enforce or interpret any part of the Easement, the prevailing party (as determined by the court) shall be entitled to reasonable attorneys’ fees, costs, and any other necessary expenses, including costs of collection, in addition to any other relief to which the prevailing party may be entitled. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** and intending to be legally bound hereby, Grantor and the District have executed this Amendment to be effective as of the Effective Date.

**GRANTOR: The Esrey Family Trust dated December 21, 2005**

By: \_\_\_\_\_  
John C. Esrey, Trustee

By: \_\_\_\_\_  
Megan W. Esrey, Trustee

**DISTRICT: Montecito Sanitary District**

By: \_\_\_\_\_  
John F. Weigold, General Manager

**ACKNOWLEDGMENT**

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

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

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_,  
Notary Public, personally appeared **John C. Esrey and Megan W. Esrey**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ (SEAL)  
  Notary Public



**EXHIBIT “A”**

Legal Description

(Attached)

**For APN/Parcel ID(s): 011-180-061**

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**PARCEL ONE:**

Parcel C of Parcel Map No. 13,859 in the County of Santa Barbara, State of California, as per the map thereof recorded in [Book 40, Pages 51 and 52](#) of Parcel Maps, in the Office of the County Recorder of Santa Barbara County.

**TOGETHER WITH**

That portion of the outside Pueblo Lands of the City of Santa Barbara (in the Montecito Area), County of Santa Barbara, State of California, as shown on a map recorded in [Book 63, Page 68](#) of Record of Surveys, in the Office of the County Recorder of said County, described as follows:

Beginning on a 2 inch brass capped monument in the Westerly line of Lot 7 of Tract 10,122, as shown on a map recorded in Book 54, Pages 13, 14 and 15 of Maps, Records of Santa Barbara County, at the Southeasterly corner of the tract of land described in the deed to John B. Hamilton, recorded November 27, 1950 in [Book 955, Page 385](#) of Official Records;

thence along the Southerly line of said Hamilton Tract, South 85°30' West 192.18 feet to a ½ inch pipe;

thence into said Hamilton Tract, North 9°14' West at 30.10 feet a ½ inch pipe, 226.60 feet to a ½ inch pipe in the Northerly line of said Hamilton Tract;

thence for 2 courses along the boundary line of said Hamilton Tract; North 85°30' East 192.18 feet to a 2 inch brass capped monument, and South 9°14' East 226.60 feet to the point of beginning.

Said land is described and depicted in County of Santa Barbara Certificate and Declaration of Voluntary Merger No. 18-VM-10, recorded March 28, 2019 as Instrument No. [2019-0011991](#) of Official Records.

**PARCEL TWO:**

An easement for ingress, egress, private roadway and public and private utility purposes over, under, along and across a strip of land being the Northerly 20 feet of Parcel B of Parcel Map No. 11,366 in the County of Santa Barbara, State of California, as per the map thereof recorded in [Book 9, Page 69](#) of Parcel Maps, in the Office of the County Recorder of Santa Barbara County.

**PARCEL THREE:**

An easement for road and public utility purposes as created by that certain "Grant Deed of Easement" recorded June 14, 2019, as Instrument No. [2019-0024410](#) of Official Records over the property described as follows:

A strip of land 30 feet in width lying adjacent to and Northerly of the Southerly line of that real property in the County of Santa Barbara, State of California shown as Parcel A on a map recorded in [Book 63, Page 68](#) Record of Surveys.

**PARCEL FOUR:**

An easement for road and public utility purposes as created by that certain "Grant Deed of Easement" recorded June 14, 2019, as Instrument No. [2019-0024411](#) of Official Records over the property described as follows:

A strip of land 30 feet in width lying adjacent to and Northerly of the Southerly line of that real property in the County of Santa Barbara, State of California shown as Parcel B on Map recorded in [Book 63, Page 68](#) Record of Surveys.

**EXHIBIT “B”**

Sketch of Project

(Attached)

# EASEMENT ENCROACHMENT SKETCH

# EXHIBIT "B"

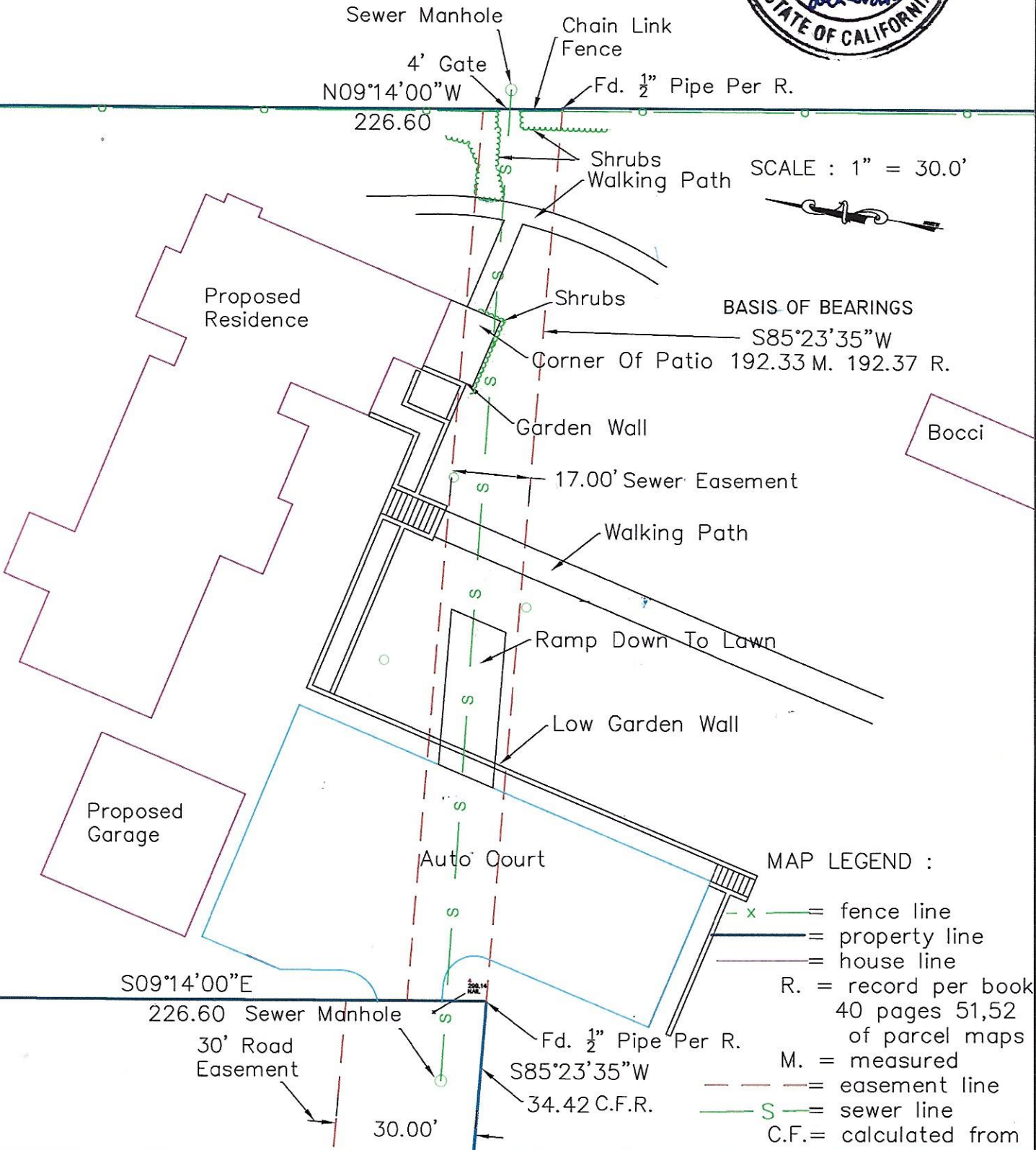
Of 618 Hot Springs Rd. Montecito, Ca.

A.P.N. 011-180-061 Date : 07-22-25

FILE : CAL 03-26

Prepared By : JOEL F. AVAKIAN LAND SURVEYOR L.S. 7324

208 PARK RD. OJAI, CA. 93023 PH. (805) 252-9385



**RECORDING REQUESTED BY  
AND AFTER RECORDATION MAIL TO:**

Montecito Sanitary District  
Attn: General Manager  
1042 Monte Cristo Lane  
Montecito, CA 93108

**NO FEE RECORDING PURSUANT TO GOVERNMENT CODE §§ 6103 & 27383**

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**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the First Amendment to Easement dated September 24, 2025, from John C. Esrey and Megan W. Esrey, Trustees of the Esrey Family Trust dated December 21, 2005, to the Montecito Sanitary District, a California independent special district, is hereby accepted by order of the Board of Directors of the Montecito Sanitary District on September 24, 2025, and the grantee consents to the recordation thereof by its duly authorized officer.

Authorized Signatory:

Attest:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_