

Julie Kennedy, President
Lisa Palmer, Vice President
Tom Fayram, Director
Greg Parks, Director
Nina Stormo, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING**

Posted: 8-8-2024

August 14, 2024, 6PM (Pacific)

Los Olivos Grange Hall

2374 Alamo Pintado Ave, Los Olivos CA 93441

Please observe decorum and instructions from the President

This meeting will be held both in-person and electronically via Zoom meetings.

In-person the meeting will be held at the place and address listed above.

The public will also be able to hear and participate electronically by using the following links:

On Zoom:

<https://us06web.zoom.us/j/86135156557?pwd=4sl90bmVH88b51RlbLhlyUaGD52CFf.1>

By Phone:

Meeting ID: 861 3515 6557 Passcode: 157483

One tap mobile: +16699006833,,86135156557#,,,,*157483# US (San Jose)

The Los Olivos Community Services District (LOCS D) is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act (ADA), if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.500.4098 or email to losolivoscscsd@gmail.com. Agendas and meeting packets are generally available to the public at the Los Olivos Post Office - 2880 Grand Avenue. 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 a location to be determined in Los Olivos, California 93441.

MEETING AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Members of the public may address the Board of Directors on any items of interest within the subject matter and jurisdiction of the Board but not on the agenda today (Gov. Code - 54954.3). The public may also request future agenda topics at this time. Speakers are limited to a maximum of 3 minutes. Due to the requirements of the Ralph M. Brown Act, the Board of Directors cannot take action today on any matter not on the agenda, but a matter raised during Public Comments can be referred to District staff for discussion and possible action at a future meeting.

INFORMATIONAL ITEM:

Per public request, a brief report from the General Manager that conveys District status and updates is being added at the beginning of the agenda. This status report may touch on key items in the project plan or schedule. The General Manager will leave other detailed reporting, including budgetary reporting until the end of the meeting. This item is informational only, no action will be taken, and no public comment will be received.

5. GENERAL MANAGER'S BRIEF DISTRICT STATUS REPORT

ADMINISTRATIVE ACTION ITEMS:

All matters listed hereunder constitute an administrative / consent agenda and will be acted upon by a single vote of the Board. Matters listed on the Consent Agenda will be read only at the request of a member of the Board, in which

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event the matter may be removed from the Consent Agenda and considered as a separate item. The public may comment on any of the items prior to the vote being taken by the Board.

6. CONSENT AGENDA

A. APPROVAL OF MEETING MINUTES

Meeting minutes of July 10, 2024.

BUSINESS ITEMS:

7. PRESENTATION ON PROPOSITION 218 (1996), INCLUDING RELATED NOTES REGARDING PROPOSITION 13 (1976) AND PROPOSITION 26 (2010)

District Counsel will provide an education overview of Proposition 218 (Property Owner Vote) and answer questions from the Board and public.

General Manager's recommendation: Receive and file.

8. DISCUSSION RELATED TO AUGUST 21, 2024 "COLLECTION" PUBLIC WORKSHOP

The Board of Directors will discuss the scheduled August 21, 2024 workshop on collection (gravity-fed and effluent). The General Manager will provide a brief status on activities completed to date and seek input on content, layout, notifications, and other related items in preparation for the workshop.

General Manager's recommendation: Discuss and provide direction to staff as necessary.

9. DISCUSSION AND POTENTIAL RESCHEDULE OF THE SEPTEMBER 11, 2024 REGULAR MEETING FOR THE LOCSD BOARD OF DIRECTORS

Directors Fayram and Kennedy will be unable to attend the September 11, 2024 regular board meeting of the Los Olivos Community Services District. At this point in time, it is anticipated that all three other Board members will be able to attend the meeting as scheduled. This item is being placed on the agenda so that the Board of Directors can discuss and potentially reschedule the meeting.

General Manager's recommendation: Discuss and provide direction to staff as necessary.

10. CONSIDERATION OF A NEW CONTRACT FOR THE GENERAL MANAGER

At the July meeting, following the June performance review of the General Manager, the Board of Directors directed the General Manager and District Counsel to develop a new contract for the General Manager and bring it back at the August meeting for consideration.

General Manager's recommendation: None.

INFORMATIONAL ITEMS:

These items are informational only, no action will be taken, and no public comment will be received.

11. REPORTS

A. SUBCOMMITTEE REPORTS

Finance Subcommittee (President Kennedy Chair)

Grants Subcommittee (President Kennedy Chair)

Project Management Subcommittee (Vice President Palmer Chair)

Technical Subcommittee (Director Fayram Chair)

B. GENERAL MANAGER AND DISTRICT ENGINEER COMMENTS

The GM and DE will give reports on any meetings that they attended on behalf of the District, report on various District-related activities and/or provide status on projects. The GM may also review Budget Reports. See the packet for more details.

Notable upcoming meeting items:

August – (August 21) Collections Workshop – St. Mark's Church – Stacy Hall

November – WCS and/or Carollo deliverables

12. DIRECTORS COMMENTS

Directors will give reports on any meetings that they attended on behalf of the Board and/or choose to comment on various District-related activities. Directors may also request future agenda topics at this time.

13. ADJOURNMENT

Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 500-4098

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Julie Kennedy, President
Lisa Palmer, Vice President
Tom Fayram, Director
Greg Parks, Director
Nina Stormo, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING**

Posted: 7-6-2024

**July 10, 2024, 6PM (Pacific)
Los Olivos Grange Hall**

2374 Alamo Pintado Ave, Los Olivos CA 93441

Please observe decorum and instructions from the President

This meeting will be held both in-person and electronically via Zoom meetings. In-person the meeting will be held at the following location:
St Mark's in the Valley Episcopal Church, Stacy Hall - 2901 Nojoqui Ave, Los Olivos CA 93441

The public will also be able to hear and participate electronically by using the following links:

On Zoom:

<https://us06web.zoom.us/j/86135156557?pwd=4sl90bmVH88b51RlbLhlyUaGD52CFf.1>

By Phone:

Meeting ID: 861 3515 6557 Passcode: 157483

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MEETING AGENDA

1. CALL TO ORDER

President Kennedy called the meeting to order at: 6:00 PM

2. ROLL CALL

Present: President Kennedy, Vice President Palmer, Director Fayram, Director Parks, Director Stormo

Absent: None

3. PLEDGE OF ALLEGIANCE

After the Pledge, President Kennedy takes a moment to thanks the firefighters and public safety responders for their efforts. She notes that there are two sandwich boards up in the community (Lavinia Campbell park and Post Office) with fire information on them.

Change to the agenda.

Counsel O'Neill has been under the weather, so item #9 will be tabled until the August 14 Regular meeting of the Board.

4. PUBLIC COMMENT

Members of the public may address the Board of Directors on any items of interest within the subject matter and jurisdiction of the Board but not on the agenda today (Gov. Code - 54954.3). The public may also request future agenda topics at this time. Speakers are limited to a maximum of 3 minutes. Due to the requirements of the Ralph M. Brown Act, the Board of Directors cannot take action today on any matter not on the agenda, but a matter raised during Public Comments can be referred to District staff for discussion and possible action at a future

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meeting.

President Kennedy opens the floor to public comment.

Sam Marmorstein and Mike Brady speak.

INFORMATIONAL ITEM:

Per public request, a brief report from the General Manager that conveys District status and updates is being added at the beginning of the agenda. This status report may touch on key items in the project plan or schedule. The General Manager will leave other detailed reporting, including budgetary reporting until the end of the meeting.

This item is informational only, no action will be taken, and no public comment will be received.

5. GENERAL MANAGER’S BRIEF DISTRICT STATUS REPORT

GM Savage notes that the important items are on the agenda for later tonight except for information regarding connection to the City of Solvang. He comments that he has responded to requests for data from WSC and that he will keep the pressure on both WSC and Carollo to ensure November deliverables. He mentions the WRDA grant and states that the District is part of the related bill, but there is no appropriation (funding) yet.

ADMINISTRATIVE ACTION ITEMS:

All matters listed hereunder constitute an administrative / consent agenda and will be acted upon by a single vote of the Board. Matters listed on the Consent Agenda will be read only at the request of a member of the Board, in which event the matter may be removed from the Consent Agenda and considered as a separate item. The public may comment on any of the items prior to the vote being taken by the Board.

6. CONSENT AGENDA

A. APPROVAL OF MEETING MINUTES

Meeting minutes of May 15, 2024.
Meeting minutes of June 12, 2024.

B. APPROVAL PAYMENT OF INVOICES RECEIVED ON OR BEFORE JUNE 28, 2024.

The invoices below have been reviewed by the Finance Subcommittee and are recommended for approval.

No.	Invoice Date	Invoice #	Provider	Amount
1	6/13/2024	00876.005 - 1	GSI – Monitoring wells – split sample, add constituents, report (Grant Reimbursable)	\$ 14,739.76
2	6/14/2024	00876.005 - 2	GSI – Monitoring wells – split sample, add constituents, report, lab reports, draft TM (Grant Reimbursable)	\$ 2,231.25
3	6/14/2024	7948	SDRMA – Annual Insurance	\$ 2,769.86
4	6/28/2024	20246	Savage – GM Services (Portions Grant Reimbursable)	\$ 6,345.99

Each year, the District is billed via a Journal Entry for usage of the County’s financial system, FIN. The amount billed for this past year is shown below. Payment was approved by the GM, consistent with his authorization.

No.	Invoice Date	Invoice #	Provider	Amount
1	6/10/2024	JOURNAL ENTRY	County of Santa Barbara FIN Usage	\$ 836.00

Project	Vendor	To Date (inc. above)	Remaining Authorization
Audit (Pre 2023)	Moss, Levy & Hartzheim, LLP	\$ 2,780.00	\$ 4,995.00
Audit (2023)	Moss, Levy & Hartzheim, LLP	\$ 0.00	\$ 2,900.00
Groundwater Wells	Various	\$ 107,215.50	\$ 14,229.50

Director Fayram requests that item 6a be split into two motions, one for each of the minutes.

GM Savage introduces the consent agenda. He notes that there is one unique item that he added to ensure transparency. Specifically that the Journal Entry for the use of County systems is included under the invoices section (6B).

President Kennedy opens the floor to public comment.

No requests speak.

Motion to approve the May 15 minutes.
Motion by: Director Parks, Second: Vice President Palmer
Voice vote: 4-0, with Director Fayram abstaining from the vote

Motion to approve the balance of the consent agenda.
Motion by: Director Fayram, Second: Vice President Palmer
Voice vote: 5-0

BUSINESS ITEMS:

7. CONSIDERATION OF MODIFICATIONS, INCLUDING PAY SCHEDULE, TO THE CONTRACT FOR THE GENERAL MANAGER

Following the June performance review of the General Manager, the Board of Directors will consider modifications to the General Manager's contract. The Board of Directors will specifically consider an increase in pay rate for the General Manager, the current rate as of July 1, 2024 is \$144.06. The General Manager is an independent contractor whose contract includes annual CPI increases. Other modifications to the General Manager's contract may also be considered during this item.

General Manager's recommendation: None.

President Kennedy introduces the item noting that she requested this item to be first on the agenda.

President Kennedy opens the floor to public comment.

No requests to speak.

President Kennedy comments that she would like to see a pay increase to the GM and that the Board is very pleased with his efforts. She suggests an increase to an hourly amount of \$150 for the GM services. Director Fayram clarifies that he believes the intent was an increase above the current rate. He expresses an interest in hearing what the rest of the Board has to say. Director Fayram suggests that perhaps the better approach would be to have GM Savage bring back a new three-year contract with the new rate built in. Director Stormo asks about whether a 10% increase is appropriate. Director Palmer comments that she was not at the closed session last month. She notes that GM Savage has been doing a great job for the District. She notes that she would be comfortable with \$150 an hour. She adds that GM Savage has been a good steward for the community.

GM Savage responds to Board commentary. He says that he is fine with the current approach to his pay and that he would decline any increase beyond what is in the contract already. He notes that he appreciates the Board's support, but that, like many in the community who donate time, he is fine with the way things are currently set up.

President Kennedy asks about other things that might help. The GM and Board have a brief discussion about perhaps establishing a new contract given that the existing contract with the GM is in its final year, excluding extensions.

Direction is given to staff to come back with a new three-year contract for the General Manager, with existing CPI increases, and automatic extensions for an additional three-years. The contract should come back to the full Board in August for a vote.

President Kennedy asks GM Savage about his membership on various subcommittees. GM Savage responds that it would be better, in his opinion, for him to support the subcommittees as the District GM as opposed to being an actual voting member of the subcommittees.

Director Fayram notes for the record the offer of \$150 an hour was offered to GM Savage, who acknowledged and subsequently declined the proposed increase in pay.

8. DISCUSSION RELATED TO TEST SAMPLE RESULTS FOR DISTRICT GROUNDWATER MONITORING WELLS

The LOCSD successfully installed three new groundwater monitoring wells and tested all five wells earlier this year. GSI Water Solutions is expected to participate via Zoom to provide an overview of the results and answer questions. Final results of the testing were posted on the District's website, on June 24, 2024, at:

<https://www.losolivoscscsd.com/technical-studies-and-reports>

General Manager's recommendation: Receive and file.

Note: Due to Zoom issues, this item was heard after item 10.

GM Savage introduces Andy Lapostal from GSI. GM Savage notes that the grant is now closed and requests for reimbursable expenses have been submitted to the County for payment. Andy describes the Nitrate levels and groundwater flows.

President Kennedy opens the floor to public comment.

Karen Steinwachs, Sam Marmorstein, Paul Rohrer, and Kathryn Rohrer speak.

Director Fayram suggests that the District is essentially past the monitoring effort because advanced onsite systems are required on lots less than 2.5 acres. He hopes that as a Board and Community we can move forward. Director Palmer asks about District commitments moving forward. GM Savage responds that the District has committed to test all five existing wells for nitrates, twice a year.

9. PRESENTATION ON PROPOSITION 218 (1996), INCLUDING RELATED NOTES REGARDING PROPOSITION 13 (1976) AND PROPOSITION 26 (2010)

District Counsel will provide an education overview of Proposition 218 (Property Owner Vote) and answer questions from the Board and public.

General Manager's recommendation: Receive and file.

Due to Counsel being sick and unable to attend the meeting, this item was tabled until the August regular meeting.

Despite the item being tabled, President Kennedy opens the floor to public comment.

No requests speak.

10. DISCUSSION RELATED TO AUGUST 21, 2024 "COLLECTION" PUBLIC WORKSHOP

The Board of Directors will discuss the scheduled August 21, 2024 workshop on collection (gravity-fed and effluent). The General Manager will provide a brief status on activities completed to date and seek input on content, layout, notifications, and other related items in preparation for the workshop.

General Manager's recommendation: Discuss and provide direction to staff as necessary.

GM Savage introduces the item. He notes that he has confirmed Geoff Green, Stantec, REGEN, Orenco, Cloacina representatives, as well as a representative from Supv. Hartmann's office. He walks through a few thoughts about the workshop, including the starting of a PowerPoint he put together. GM Savage emphasizes that the reason for this item is to ensure that the Board and public get what they want out of a workshop on collection.

President Kennedy opens the floor to public comment.

Micah Bart, Alvie Whitaker, and Kathryn Rohrer speak.

Director Fayram believes that effluent system component ownership should be part of the discussion. He sees 3 options: 1) property owners own it, 2) district owns it, 3) property owners own it but the district arranges for bulk contractors to help support/manage it. Director Stormo says she agrees that a panel of experts going through the options would be helpful. She likes the idea of being able to see diagrams of the systems. Director Parks says having all of those people arranged to attend to answer questions is good. Director Palmer suggests she would like to see Stantec and Regen do the "101" presentations. Regarding ownership, she thinks that determining who the expert is would be important. She wonders about things like, "what are you obligated to do?" She suggests that the District does not need to reinvent the wheel. She adds that the scale in the last slide is good, but she thinks something needs to be added specifically related to cost. She says that this will help us get meaningful input from the public. Director Parks echoes that cost will be a key driver. He adds that treatment is also important, as is maintenance. Director Fayram adds that a panel of experts could be a biased panel if the Board is not careful. He suggests that as opposed to asking what they recommend, ask them to discuss pros and cons and impacts of each system.

GM Savage asks about use of Zoom. Director Palmer says she thinks a Zoom webinar format would allow for a better experience for people in the room. Directors Fayram, Kennedy, and Stormo concur.

President Kennedy comments that there are trade-offs in addition to pros and cons. She wants to be sure to ask the public "what is not clear and what additional information do you need?" She adds that she wants to see a notification at the post office in addition to mailers, email, and social media. She wants to be sure that cost,

ownership, growth control, plus on-going maintenance and operations are all covered. Director Palmer suggests that Stantec and Regen be the “experts” giving the information with others being resources for people to ask/answer questions. She suggests that the next step may be to go back to Geoff Green and get his opinion as to the best way to set up the workshop, given it is his area of expertise. Director Fayram adds that he likes the layout used at the last workshop.

President Kennedy reopens the floor to public comment.

Alvie Whitaker, Mike Brady, Sam Marmorstein, and Micah Bartz speak.

Note: Zoom issues resolved, the Board returns to item 8.

11. CONSIDERATION OF THE DRAFT AUDIT REPORT FOR YEAR ENDING JUNE 30, 2023 (LOCS D FY 2022-23)

The Board of Directors consider the draft audit report submitted by Moss, Levy & Hartzheim for the fiscal year ended June 30, 2023 (LOCS D fiscal year 2022-23).

General Manager’s recommendation: Approval and direct President and/or General Manager to sign.

GM Savage notes that there are no findings in the draft report. He adds that at the Finance Subcommittee he raised a couple of questions about the draft audit, both were answered to his satisfaction by Alex Hom from ML&H. GM Savage adds that the final report will be returned as a future item on the Board’s agenda.

President Kennedy opens the floor to public comment.

No requests speak.

Motion to authorize the Board President to execute the draft audit report.

Motion by: Director Palmer, Second: Director Stormo

Voice vote: 5-0

12. CONSIDERATION OF RESOLUTION 24-06 – APPROPRIATIONS LIMIT FOR FY 2024-25 (GANN LIMIT)

Consideration of a resolution that states the appropriations limit, also known as the Gann limit, for the fiscal year ending June 30, 2025. The Gann Initiative, also known as Article XIII B of the Constitution of the State of California, mandates the calculation and adoption of an annual appropriations limit on various units of government, including the Los Olivos Community Services District, by adjusting the prior year’s appropriation limit for changes in inflation and population. The current LOCS D fiscal year (FY 2024-25) runs from July 1, 2024 to June 30, 2025.

General Manager’s recommendation: Approval.

GM Savage introduces the item noting that this is a required annual action by the District. The District essentially uses the same calculation for its special assessment tax as its Gann Limit.

President Kennedy opens the floor to public comment.

No requests speak.

Motion to approve Resolution 24-06 appropriateions limit for FY 2024-25.

Motion by: Vice President Palmer, Second: Director Stormo

Roll Call vote: 5-0

13. CONSIDERATION OF RESOLUTION 24-07 – AUTHORIZING LEVY OF PROPERTY TAX ASSESSMENT AND CPI INCREASE

Consideration a resolution that authorizes a tax levy with consumer price index (CPI) increase and provides for collection via direct charge by the Santa Barbara County Auditor-Controller via placement on the secured tax bill of all parcels within the District, excluding exempt or partially exempt parcels pursuant to past action by the Board of Directors. Resolution 24-07 is an update to prior resolutions and District formation documents and will increase tax levies by three and nine-tenths percent (3.9%) over the prior amount. Most parcels will experience an annual amount of \$680.47 on their property tax bill. Given issues with obtaining the final list from the County of Santa Barbara, and statute driven dates regarding turning in of the District’s assessment lists, the General Manager is further requesting authorization for the General Manager and/or President to make technical changes to the list. Technical changes could include adjustments to names such as when a property transfer occurred or when a property moves from an individual to a trust, assessment amounts for split or joined parcels, changes in parcel

counts, changes consistent with adopted District policies, and other legally driven changes. Any change to the CPI amount applied would be based on a majority vote by the Board of Directors, in open session.

General Manager's recommendation: Approval, including authorization for General Manager and/or President to make technical changes as noted above.

GM Savage introduces the item. He describes the process that is used by the County to provide assessment data and then submit it to the Auditor/Tax Collector for placement on individual tax bills. GM Savage then talks about the difficulties of timing when the Assessor won't entertain a request for the assessment data until July 8 and the Auditor would like the final answer on July 26. He notes what is written in the agenda about providing authorization for the President and/or GM to make technical adjustments related to parcels. He thanks Supv. Hartmann's office for attempting to reconcile the dates and help with the overall process.

Director Fayram says that the process GM Savage is proposing is perfectly appropriate. He notes that there are often corrections, such as the technical ones mentioned, made in other County processes after initial due dates.

President Kennedy opens the floor to public comment.

Kathryn Rohrer speaks.

Motion to approve item 13 with the technical adjustments as outlined by the General Manager.

Motion by: Director Fayram, Second: Director Stormo

Roll Call vote: 5-0

INFORMATIONAL ITEMS:

These items are informational only, no action will be taken, and no public comment will be received.

14. REPORTS

A. SUBCOMMITTEE REPORTS

Finance Subcommittee (President Kennedy Chair) – President Kennedy notes that the Finance Subcommittee did meet, recommending invoices and the audit.

Grants Subcommittee (President Kennedy Chair) – President Kennedy notes that the Subcommittee did not meet.

Project Management Subcommittee (Vice President Palmer Chair) - Vice President Palmer notes that the Subcommittee did not meet. She adds that the next meeting is scheduled for later this month.

Technical Subcommittee (Director Fayram Chair) – Director Fayram notes that the Subcommittee did not meet.

B. GENERAL MANAGER AND DISTRICT ENGINEER COMMENTS

The GM and DE will give reports on any meetings that they attended on behalf of the District, report on various District-related activities and/or provide status on projects. The GM may also review Budget Reports. See the packet for more details.

Notable upcoming meeting items:

August – (August 21) Collections Workshop – St. Mark's Church – Stacy Hall

November – WCS and/or Carollo deliverables

GM Savage walks through his status report, upcoming calendar and a couple of financial reports. He adds that he did receive notice that the Water Resources Development Act Funding Opportunity request of \$462,500 has been written into law, but there is no associated appropriation at this time. He adds that he is working to get a contract at the LA District offices for the Army Corps of Engineers so he can reach out to familiarize them with our efforts.

For District Engineer Pike, GM Savage notes that DE Pike is nearly finished with the Draft Final report for the California Water Recycling Funding (WRF) grant write-up, which will bring the District the remaining \$75,000.

15. DIRECTORS COMMENTS

Directors will give reports on any meetings that they attended on behalf of the Board and/or choose to comment on various District-related activities. Directors may also request future agenda topics at this time.

President Kennedy – She will be hosting coffee with a director on July 19 at 8:30 at Lefty's. She adds that she

believes Suffolk County NY did a hybrid ownership model. She requests that the Technical Subcommittee get restarted on looking at “in District” treatment.

Vice President Palmer – Makes comments on siting of a treatment facility in the community. She asks what deliverables, what information can we put together so that when we get to that point, we have more insight when we get the information on City of Solvang. Adds that CSDA may be an opportunity to find other Districts that have gone through what we are doing.

Director Fayram – Mentions the coffee with the Director. He had two attendees last Friday.

Director Parks – Comments that having sites in mind are best when you move to having discussions about treatment.

Director Stormo – Circles back to workshop, having information from other communities that have had septic failures would be helpful.

16. ADJOURNMENT

Motion to adjourn at 7:35PM.

Motion by: Vice President Palmer, Second: Director Fayram

Voice vote: 5-0

Respectfully submitted:



Guy W. Savage
General Manager – Los Olivos Community Services District

Approved:

President Julie Kennedy

ITEM 10 – GENERAL MANAGER CONTRACT

GENERAL MANAGER CONTRACT

**AGREEMENT WITH GUY W. SAVAGE FOR
GENERAL MANAGER SERVICES**

This Agreement is made and entered into this 14th day of August, 2024 by and between the Los Olivos Community Services District ("District") and Guy W. Savage ("Savage"). District and Savage are sometimes referred to individually as "Party" and collectively as "Parties." This Agreement ("Agreement") shall have an effective date of August 14, 2024 ("Effective Date").

RECITALS

WHEREAS, the District requires the services of a person with proven public, executive, professional, and administrative qualifications to support the District as its part-time General Manager; and

WHEREAS, Savage has demonstrated through experience and work history that he is specially trained, experienced, expert and competent to perform such General Manager services for the District; and

WHEREAS, Savage has faithfully and successfully supported the District as its General Manager since April 2022; and

WHEREAS, the District, acting by and through its Board of Directors, desires to establish a services contract with Savage.

NOW, THEREFORE, in consideration of this Agreement, and the mutual promises, covenants and stipulations contained herein, the Parties hereto agree as follows:

TERMS

1. Scope of Services. Pursuant to this Agreement, Savage shall serve as the part-time General Manager for the Los Olivos Community Services District (LOCSD) and shall exercise all powers and duties set forth herein, as may be modified or expanded by the District. Through the District Board of Directors, the District, shall confer upon and delegate to Savage all of the duties, powers, and responsibilities of General Manager to perform the administrative duties and functions of the District including, but not necessarily limited to, the facilitation of regular and special meetings, carrying out the policies and direction of the Board of Directors, meeting with members of the public and representatives of public agencies as such meetings may relate to District business, interact with the District's legal counsel as necessary to carry out the functions listed herein, processing of bills and invoices, and other duties as may be assigned by the Board of Directors. Savage accepts service engagement as part-time General Manager on a contract basis as set forth herein and agrees to serve as such.

2. Term of Agreement. This Agreement shall commence on the above stated Effective Date, for an initial period of three (3) years, with an automatic extension of one (1) year on the anniversary of the initial term, and two (2) additional extension thereafter, subject to District Board of Directors approval, for a total term not to exceed six (6) years from the Effective Date of this Agreement.

3. Compensation. The District agrees to appropriately compensate Savage for such services in compliance with Government Code § 61060, relevant law, and terms listed herein.
 - A. The District agrees to pay Savage a rate of one hundred forty-five dollars (\$145.00) per hour for each hour of services performed (“Hourly Rate”), accrued in increments of 15 minutes (.25 hours). Such payment shall be the total compensation provided for Savage’s services as General Manager. The Hourly Rate shall be in effect for the term of this Agreement unless modified by mutual written agreement of the Parties or otherwise provided herein. Said compensation shall be payable to Savage upon the submittal of a monthly invoice and its review and authorization by the Board of Directors. Authorization and payment of Savage’s monthly invoice shall not be unreasonably withheld.
 - B. The Hourly Rate shall adjust automatically on July 1 of each year, commencing on July 2025, by the Consumer Price Index for All Urban Consumers (CPI-U) using the most recent U.S. Bureau of Labor Statistics for the immediately prior year-over-year figure (May to May) for the Los Angeles-Long-Beach-Anaheim area. The Hourly Rate shall stay constant should a negative CPI-U calculation be encountered.
 - C. The Hourly Rate is the maximum services compensation to which Savage will be entitled under this Agreement, unless this Agreement is modified in accordance with its terms.
 - D. Hours for services performed under this Agreement shall not exceed thirty (30) hours per calendar month (“Maximum Compensated Hours Per Month”). Hours in excess of the Maximum Compensated Hours Per Month may be performed and billed only with prior written approval by the Board President. Written approval includes approval via electronic mail. Any written approval may include a courtesy copy to District Counsel.
 - E. Savage may incur various costs and expenses associated with the performance of services on behalf of the District. These costs and expenses shall be reimbursable to Savage upon the presentation and approval of reasonable documentation of costs and expenses by the Board of Directors.

4. Termination of Agreement by District for Cause. In addition to any other remedy allowed by law, if Savage (1) materially fails to fulfill in a timely and professional manner Savage’s

obligations under this Agreement; (2) knowingly violates any of the terms or provisions of this Agreement; (3) willfully commits an act of dishonesty, fraud, misrepresentation, or act of an intentional, malicious or bad faith nature or other act of moral turpitude that would prevent or significantly interfere with the effective performance of Savage's duties; and/or (4) has any conflict of interest or violates any applicable conflict of interest law, regulation or policy, then District shall have the right to terminate this Agreement effective immediately upon the District giving written notice to Savage.

5. Termination of Agreement for Convenience. Either Party may terminate this Agreement upon ninety (90) days written notice. Said notice shall be served, in writing, at the Notice address of the other Party listed herein.

6. Working Conditions.
 - A. The Parties agree that the position of General Manager is an exempt position under the terms of the federal Fair Labor Standards Act, and any equivalent state law, and therefore no overtime will be paid under this Agreement.

 - B. Savage shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

 - C. Savage shall complete all disclosure forms required by law. District shall compensate Savage for the time spent completing disclosure forms according to the then effective Hourly Rate. As said disclosure forms are required by law, Savage shall not be required to seek pre-approval for time spent completing such forms should the time result in an exceedance of the Maximum Compensated Hours Per Month.

 - D. Savage understands and agrees to the minimum physical demands necessary for carrying out the necessary functions of the position of part-time General Manager as described in this Agreement. Physical demands may include lifting of up to fifteen (15) pounds, standing or sitting for extended periods of time, and walking on uneven or unimproved soils.

7. Independent Contractor Status. Savage shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Savage performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Savage shall be provided in a manner consistent with all applicable standards, regulations, and Agreement terms governing such services.

8. Non-Exclusivity. Nothing in this Agreement is intended or shall be construed as creating an exclusive arrangement or agreement between the District and Savage.
9. Nondiscrimination. Savage agrees that he will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Savage shall not discriminate against any employee, subcontractor, or officer of the District because of race, age, color, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, national origin, political beliefs, organizational affiliation, or marital status in the selection for training, hiring, contracting, utilization, or other forms of compensation. Savage shall not discriminate in providing the services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If District finds that any of these provisions have been willfully violated, such violation shall constitute a material breach of Agreement upon which District may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by District of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by District of such violation.
10. Defense and Indemnification. The District shall defend and indemnify Savage against any claim or action against him for injury arising out of an act or omission occurring within the scope of his duties or services as set forth in this Agreement pursuant to the provisions of the California Government Claims Act (Govt. Code Sec, 810 et seq.), as amended from time to time, except to the extent caused by any willful, intentional, or reckless conduct. Savage's conviction for any felony or a misdemeanor involving moral turpitude also shall be a basis for District exemption of this indemnification.
11. Insurance. District shall procure and provide all required insurance coverages at its sole costs and expense and maintain said insurances in full force and effort for the period covered by this Agreement. Insurances shall include, but not be limited to, Professional Liability Insurance (PLI) and Commercial General Liability (CGL). Savage shall be covered as an additional insured or employee under all such District policies. All such insurances shall be maintained for the period of this Agreement, plus any period following the termination of this Agreement where applicable claims can reasonably be foreseen or have been made.
12. Waiver and Release Concerning Additional Compensation.
 - A. The Parties understand and agree that the consideration specified in Paragraph 3, above, is the sole compensation to which Savage will be entitled for performance of the Services pursuant to this Agreement. By signing this Agreement, to the

maximum extent allowed by law, Savage, on behalf of himself and his heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Paragraph 2, above, concerning Savage’s performance of the Services.

13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Savage, on behalf of himself and his heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Savage may otherwise have concerning notice, hearing or other procedural rights noted in applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.
14. Notices: Any notice required or authorized to be given under the terms of this Agreement must be duly and properly given to the District or Savage in writing and personally delivered, or if mailed first class United States mail, postage thereon fully prepaid, addressed as follows:

The District: President and Board of Directors
Los Olivos Community Service District
PO Box 345
Los Olivos, CA 93441

Copy to: Aleshire & Wynder LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Steve O’Neill – District Counsel

Savage: Guy W. Savage
PO Box 894
Los Olivos, CA 93441

Or such other address as either Party may from time to time designate in writing to the other Party.

15. Entire Agreement. This Agreement embodies the whole agreement between the Parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by the District or Savage than those contained herein. The foregoing provisions are understood and agreed to by Savage, who acknowledges that he has had sufficient time to secure legal counsel to assist in review and understanding of this Agreement, if so desired.

Parties agree that this Agreement supersedes any and all previous agreements between the District and Savage.

16. Miscellaneous.

- A. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- B. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws rules or principles.
- C. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either Party.
- D. In the event of litigation over the terms of this Agreement the prevailing Party shall be entitled to attorney's fees and costs. Venue for any action arising out of this Agreement shall be Santa Barbara County Superior Court.
- E. Nothing in this Agreement shall prevent the Parties from entering into additional or future agreements that are mutually agreed to by both Parties, in writing.
- F. This Agreement may be executed in counterparts containing original signatures.

----- **THIS SPACE INTENTIONALLY BLANK** -----

SIGNATURE PAGE

DATED: ___/___/___

GUY W. SAVAGE

DATED: ___/___/___

LOS OLIVOS COMMUNITY SERVICES DISTRICT
Julie Kennedy
President – Board of Directors

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



District Counsel

**ITEM 11B – GENERAL MANAGER AND DISTRICT ENGINEER
COMMENTS**

GENERAL MANAGER AND DISTRICT ENGINEER COMMENTS

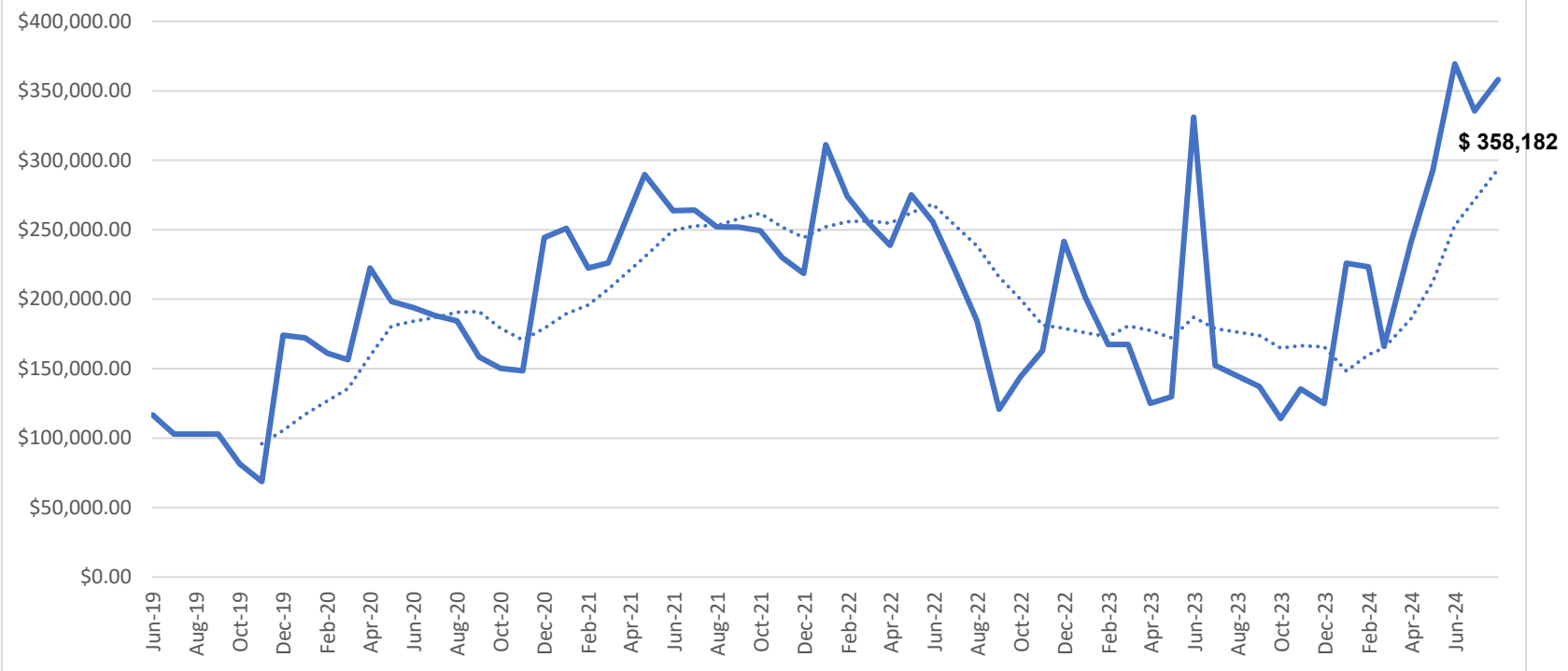
Summary Project Status Report

Audit (Moss, Levy & Hartzheim)	Budget:		Schedule:	
<ul style="list-style-type: none"> • Waiting for bills from M, L & H – work complete • Draft 2022-23 Audit signed, waiting on final report and related bill 				
City of Solvang possible connection	Budget:		Schedule:	
<ul style="list-style-type: none"> • Both consultants WSC and Carollo are working on their respective pieces • Met with both consultants to provide information • Have asked REGEN and Stantec to provide proposals for engineering and costs related to “transmission line” down Alamo Pintado based on their respective 30% designs • Have asked Counsel to research and report on ability to lock down the transmission line from a legal perspective 				
Social Media Strategic Plan	Budget:		Schedule:	
<ul style="list-style-type: none"> • Gave go-ahead to Valerie Cantella to proceed with Strategic Plan of her proposal. • Holding off on any on-going relationship/commitment with her until plan is complete and reviewed. 				

Other:

- Supported President Kennedy in her report to LAFCO on August 1. Subsequently spoke with Mike Prater, LAFCO EO, regarding our upcoming request for extension. Working on the process for request now, so there isn't a scramble later.
- Spoke with Bonneau Dickson, Engineer, regarding how his expertise might be applied to our district.
- Spoke with Bennett Engineering, who is part of the team in Paradise (along with HDR, who I also spoke with).
- Performed additional outreach to Dunn
- Visited Mattei's Tavern to see their MBR and talk with their operator. Some lessons learned, nothing earthshattering.
- Submitted Property Tax Assessment materials to County of Santa Barbara, per last month's meeting.

Los Olivos CSD Cash Balance History - w/6 month Trendline



Balance Sheet

As of: 7/31/2024
Accounting Period: CLOSED

Selection Criteria: Fund = 3490

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund 3490 -- Los Olivos CSD

	Beginning Balance 7/1/2024	Year-To-Date Debits	Year-To-Date Credits	Ending Balance 7/31/2024
Assets & Other Debits				
Assets				
0110 -- Cash in Treasury	324,224.67	39,779.92	5,822.43	358,182.16
0240 -- Interest Receivable	2,259.32	0.00	2,259.32	0.00
Total Assets	326,483.99	39,779.92	8,081.75	358,182.16
Total Assets & Other Debits	326,483.99	39,779.92	8,081.75	358,182.16
Liabilities, Equity & Other Credits				
Liabilities				
1210 -- Accounts Payable	0.00	0.00	26,095.86	26,095.86
Total Liabilities	0.00	0.00	26,095.86	26,095.86
Equity				
2200 -- Fund Balance-Residual	326,483.99	31,918.29	37,520.60	332,086.30
Total Equity	326,483.99	31,918.29	37,520.60	332,086.30
Total Liabilities, Equity & Other Credits	326,483.99	31,918.29	63,616.46	358,182.16

Cash Balances

As of: 7/31/2024
Accounting Period: CLOSED

Selection Criteria: Fund = 3490

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund	7/1/2024 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	7/31/2024 Ending Balance
3490 -- Los Olivos CSD	324,224.67	0.00	39,779.92	0.00	5,822.43	358,182.16
Total Report	324,224.67	0.00	39,779.92	0.00	5,822.43	358,182.16

Financial Status

As of: 7/31/2024 (8% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 3490

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 3490 -- Los Olivos CSD

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	7/31/2024 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
Revenues				
Taxes				
3066 -- Special Tax Assessment	0.00	-9.00	-9.00	--
Taxes	0.00	-9.00	-9.00	--
Intergovernmental Revenue-Other				
4840 -- Other Governmental Agencies	0.00	31,707.17	31,707.17	--
Intergovernmental Revenue-Other	0.00	31,707.17	31,707.17	--
Revenues	0.00	31,698.17	31,698.17	--
Expenditures				
Services and Supplies				
7090 -- Insurance	0.00	2,769.86	-2,769.86	--
7460 -- Professional & Special Service	0.00	16,971.01	-16,971.01	--
7510 -- Contractual Services	0.00	6,354.99	-6,354.99	--
Services and Supplies	0.00	26,095.86	-26,095.86	--
Expenditures	0.00	26,095.86	-26,095.86	--
Los Olivos CSD	0.00	5,602.31	5,602.31	--
Net Financial Impact	0.00	5,602.31	5,602.31	--



Los Olivos CSD <losolivoscscd@gmail.com>

November 5, 2024, Presidential General Election - Candidate Filing is Open!

1 message

Elections Candidate Filing <candidatefiling@countyofsb.org>
To: Elections Candidate Filing <candidatefiling@countyofsb.org>

Thu, Jul 18, 2024 at 11:39 AM

Dear District Secretary,

Candidate filing is open! If anyone contacts your district about candidate filing, please direct them to visit sbcvote.com or call our office at (805) 696-8957.

The candidate filing period for the November 5, 2024, Presidential General Election opened July 15, 2024 and closes at 5:00 p.m. on August 9, 2024. If an incumbent fails to file by the deadline, the filing period is extended to 5:00 p.m. on August 14, 2024, for anyone else other than the incumbent(s) to file.

Candidates must request to be issued candidate paperwork and must set up appointments to file their paperwork. Filing appointments will be available at the County Elections Division Main Office (M-F) and Santa Maria Elections Division Branch Office (Th. & F). Requests for paperwork and appointments can be made at [Candidate Filing Information | Santa Barbara County, CA - Official Website \(countyofsb.org\)](#).

The candidate filing guide and a daily Unofficial Contest/Candidate List can be found at [Candidate Filing Information | Santa Barbara County, CA - Official Website \(countyofsb.org\)](#).

Please let us know if you have any questions.

Best,

Candidate and Voter Services

Clerk-Recorder, Assessor, and Registrar of Voters

County of Santa Barbara

T 805-696-8957 | E candidatefiling@countyofsb.org | W www.SBCVOTE.com





School and Special District List of Offices to be Filled.pdf

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